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JUL 22 2009

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

WATER RESOURCES
WESTERN REGION

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
PD 63-15395	9-29-04				
PD 63-5101	9-29-04				
PD 63-15393	12-30-99-all				

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)

Marilyn Mooney
 7429 Bowen St.

Boise, ID 83709

4. New Owner/Claimant(s)

Tyke & Julie DeBlicck, Michelle Deverato

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

New Mailing Address

1250 E. Versailles Ct.

City, State and ZIP Code

Boise, ID 83706

New Telephone Number

(208) 863-6498
 208-338-8991

Email: julie@kng.com

5. Date you acquired the property

March 25, 2009

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature(s) of New Owner(s) or Claimant(s)

[Signature]
Julie DeBleck
 (title if applicable)
 (title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by DB
 Received by DB
 Processed by _____ AJ

Date 7-22-09
 Date 7-22-09
 Date _____

Receipt Amt. \$75-
 Receipt No. W037715
 WR [Signature]

Date 1-13-11



8151 W. Riffelman Ave. / Boise
Idaho 83704 / (208) 377-2700

302163 84/37 SK

WARRANTY DEED

For Value Received Marilyn Gayle Mooney, an unmarried person from July 15, 1981
through February 27, 2008, and for all time since acquiring title

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Tyke D. Deblieck, a married man presumptively subject to the community interest of his spouse AND T.D.

Michelle Devenuti, an unmarried person

hereinafter referred to as Grantee, whose current address is 1250 E. Versailles Court, Boise, Idaho 83706
the following described premises, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

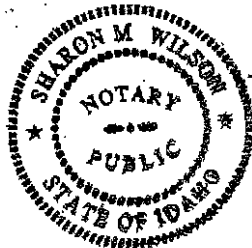
To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

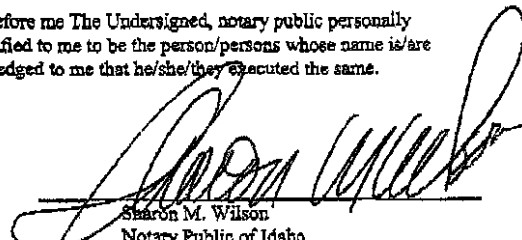
Dated: March 31, 2009


Marilyn Gayle Mooney

STATE OF Idaho, County of Ada, ss.

On this 31st day of March, in the year of 2009, before me The Undersigned, notary public personally appeared Marilyn Gayle Mooney known or identified to me to be the person/persons whose name is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.




Sharon M. Wilson
Notary Public of Idaho
Residing at Boise, Idaho
Commission expires: May 10, 2012

COMMISSION EXPIRES: 05/10/12
RESIDING IN: BOISE, IDAHO

EXHIBIT A**TRACT I:**

An irregular tract in Lot 3, Section 24, Township 5 North, Range 4 East, Boise Meridian, Boise County, Idaho, described as follows:
 From the corners of Sections 24 & 25, Township 5 North, Range 4 East and Sections 19 and 30, Township 5 North, Range 5 East, Boise Meridian;
 Thence West along the South boundary of Section 24, 905 feet to an iron pin;
 Thence continuing West along said boundary the further distance of 128.3 feet to a point, the **REAL POINT OF BEGINNING**;
 Thence West along said boundary 535.7 feet to the Southwest corner of said Lot 3;
 Thence North 18°32' East along the West boundary of said Lot 3, 358.6 feet to a point;
 Thence East 421.7 feet to an iron pin;
 Thence South 340 feet to the **REAL PLACE OF BEGINNING**,
EXCEPT road and ditch rights-of-way.

TRACT II:

An irregular tract in Lot 5 (Southeast quarter) of Section 24, Township 5 North, Range 4 East, Boise Meridian, more particularly described as follows:
 Beginning at a point that is West 1569.00 feet from the section corner common to Sections 24 and 25, Township 5 North, Range 4 East, and Sections 19 and 30, Township 5 North, Range 5 East, Boise Meridian the **REAL POINT OF BEGINNING**;
 Thence West 196.83 feet;
 Thence North 35°05' East 484.38 feet;
 Thence North 28°44' East 275.48 feet;
 Thence South 298.10 feet;
 Thence West 100.00 feet;
 Thence South 18°32' West 358.60 feet to the **REAL POINT OF BEGINNING**.

TRACT III:

That portion of the Webfoot Patent Claim lying East of State Highway 21 Right-of-Way in the Southeast quarter Section 24, Township 5 North, Range 4 East, Boise Meridian, Boise County, Idaho more particularly described as follows:
 Beginning at the Northeast corner of the Webfoot Patent Claim which is South 17°16.5' West 2431.88 feet and South 8°38' West 1525.28 feet from the Section corner common to Sections 13 and 24, Township 5 North, Range 4 East, Boise Meridian, and Sections 18 and 19, Township 5 North, Range 5 East, Boise Meridian;
 Thence North 82°38.5' West 226.34 feet along the North boundary of the Webfoot Patent Claim to the East Right-of-Way of Highway;
 Thence South 23°20' West 361.93 feet along the East Right-of-Way of Highway 21 to a point of curve to the right;
 Thence along the curve which has a radius of 5779.58 feet and a central angle of 7°25.5', 748.98 feet to the South boundary of the Webfoot Patent Claim;
 Thence South 68°37' East 157.28 feet along the South boundary of the Webfoot Patent Claim to the Southeast corner of the Webfoot Patent Claim;
 Thence North 28°44' East 1170.70 feet along the East boundary of the Webfoot Patent Claim to the **POINT OF BEGINNING**.

EXCEPTING that portion described as follows:

A parcel of land in Sections 24, Township 5 North, Range 4 East, Boise Meridian, being a part of the Webfoot Placer Claim, U.S. Mineral Survey No. 1629, lying Easterly of State Highway No. 21 rights-of-way in Boise County, Idaho, more particularly described as follows:
 Commencing at the quarter Section Corner, a brass cap, between Sections 24 and 25, Township 5 North, Range 4 East, Boise Meridian;
 Thence South 59°14'40" East 128.90 feet to the Westerly boundary line of Stierman Placer Claim No. 4;
 Thence North 31°33' East, along said Westerly boundary 818.73 feet to the Southwest corner of Webfoot Placer Claim;
 Thence North 17°22' East, 946.32 feet along the Westerly boundary of the Webfoot Placer Claim to its Northwest corner;
 Thence South 82°38.5' East, 669.46 feet along the Northerly boundary line of the Webfoot Placer Claim to the Easterly right-of-way of State Highway 21, the **POINT OF BEGINNING**;
 Thence continuing along the Northerly boundary of the Webfoot Placer Claim South 82°38.5' East 226.34 feet to its Northeast corner;
 Thence South 28°44' West, 382.72 feet along the Easterly boundary of the Webfoot Placer Claim to a point;
 Thence North 66°40' West, 181.58 feet to the Easterly right-of-way line of State Highway 21;
 Thence North 23°20' East, 318.72 feet along the Easterly right-of-way of State Highway 21 to the **POINT OF BEGINNING**.

AND ALSO EXCEPTING any portion of the following not lying within the above exception, if any:

Beginning at the Northeast corner of the said Webfoot Patent Claim;
 Thence South 28°44' West 119.66 feet along the East boundary of the Webfoot Patent Claim;
 Thence North 94.20 feet;

Thence North 82° West, parallel to the North boundary of the Patent Claim 175.82 feet to the East Highway right-of-way;
Thence North $23^{\circ}20'$ East along the East Highway right-of-way 18.72 feet to the North boundary of the Webfoot Patent Claim;
Thence South $82^{\circ}38.5'$ East along the North boundary of the Webfoot Patent Claim 226.34 feet to the POINT OF BEGINNING.

EXHIBIT A

TRACT I.

An irregular tract in Lot 5, Section 24, T. 5 N., R. 4 E. B. M., Boise County, Idaho, described as follows:

From the corners of Sections 19, 24, 25 and 30, T. 5 N., R. 4 E. and 5 East, B. M.; thence West along the South Boundary of Section 24, 905 feet to an iron pin, thence continuing West along said boundary the further distance of 128.3 feet to a point, the real point of beginning; thence West along said boundary 535.7 feet to the SW corner of said Lot 5; thence North $18^{\circ}32'$ East along the West boundary of said Lot 5, 358.6 feet to a point; thence East 421.7 feet to an iron pin; thence South 340 feet to the real place of beginning.

EXCEPT road and ditch rights-of-way.

TRACT II.

An irregular tract in Lot 5 (SE $\frac{1}{4}$) of Section 24, T. 5 N., R. 4 E. B. M., more particularly described as follows:

Beginning at a point that is West 1569.00 feet from the section corner common to Sections 24 and 25, T. 5 N. R. 4 E. and Sections 19 and 30, T. 5 N. R. 5 E. B. M., thence West 196.83 feet; thence North $35^{\circ}05'$ East 484.38 feet; thence North $28^{\circ}44'$ East 275.48 feet thence South 298.10 feet; thence West 100.00 feet; thence South $18^{\circ}32'$ West 358.60 feet to the point of beginning.

TRACT III.

That portion of the Webfoot Patent Claim lying East of State Highway 21 Right-of-Way in the SE $\frac{1}{4}$ Section 24, T. 5 N., R. 4 E. B. M., Boise County, Idaho more particularly described as follows:

Beginning at the NE corner of the Webfoot Patent Claim which is South $17^{\circ}16\frac{1}{2}'$ West 2431.88 feet; thence South $8^{\circ}38'$ West 1525.28 feet from the Section corner common to Sections 13 and 24, T. 5 N., R. 4 E. B. M., and Sections 18 and 19, T. 5 N. R. 5 E. B. M., thence North $82^{\circ}38\frac{1}{2}'$ West 226.34 feet along the North boundary of the Webfoot Patent Claim to the East Right-of-Way of Highway 21; thence South $23^{\circ}20'$ West 361.93 feet along the East Right-of-Way of Highway 21 to a point of curve to the right; thence along the curve which has a radius of 5779.58 feet and a central angle of $7^{\circ}25\frac{1}{2}'$, 768.98 feet to the South boundary of the Webfoot Patent Claim; thence South $68^{\circ}37'$ East 157.28 feet along the South boundary of the Webfoot Patent Claim to the SE corner of the Webfoot Patent Claim; thence North $28^{\circ}44'$ East 1170.70 feet along the East boundary of the Webfoot Patent Claim to the point of beginning.

EXHIBIT
COPY

EXCEPTING that portion described as follows:

A parcel of land in Section 24, T. 5 N., R. 4 E., B. M., being a part of the Webfoot Placer Claim, U.S. Mineral Survey No. 1629, lying easterly of State Highway No. 21 right-of-way in Boise County, Idaho, more particularly described as follows:

Commencing at the $\frac{1}{4}$ Section Corner, a brass cap, between Sections 24 and 25, T. 5 N., R. 4 E., B. M.; thence S. $59^{\circ}14'40''$ E., 128.90 feet to the westerly boundary line of Stierman Placer Claim No. 4; thence N. $31^{\circ}33'$ E., along said westerly boundary 818.73 feet to the southwest corner of Webfoot Placer Claim; thence N. $17^{\circ}22'$ E., 946.32 feet along the westerly boundary of the Webfoot Placer Claim to its northwest corner; thence S. $82^{\circ}38\frac{1}{2}'$ E., 669.46 feet along the northerly boundary line of the Webfoot Placer Claim to the easterly right-of-way of State Highway 21, the POINT OF BEGINNING;

thence continuing along the northerly boundary of the Webfoot Placer Claim 226.34 feet to its northeast corner; thence S. $28^{\circ}44'$ W., 382.72 feet along the easterly boundary of the Webfoot Placer Claim to a point; thence N. $66^{\circ}40'$ W., 181.58 feet to the easterly right-of-way line of State Highway 21; thence N. $23^{\circ}20'$ E., 318.72 feet along the easterly right-of-way of State Highway 21 to the POINT OF BEGINNING.

Contains 1.60 acres, more-or-less, subject to easements of record or in use.

AND ALSO EXCEPTING that portion described as follows:

Beginning at the NE corner of the said Webfoot Patent Claim; thence South $28^{\circ}44'$ West 119.66 feet along the East boundary of the Webfoot Patent Claim; thence North 94.20 feet; thence North $82^{\circ}38\frac{1}{2}'$ West, parallel to the North boundary of the Webfoot Patent Claim 175.82 feet to the East Highway right-of-way;

Thence North $23^{\circ}20'$ East along the East Highway right-of-way 18.72 feet to the North boundary of the Webfoot Patent Claim; thence South $82^{\circ}38\frac{1}{2}'$ East along the North boundary of the Webfoot Patent Claim 226.34 feet to the point of beginning.

COPY

COPY

17. **PROPERTY DISCLOSURE & LEAD PAINT STATEMENTS:** Buyer's signature herein constitutes Buyer's acknowledgment that Buyer has received the required Property Disclosure Statement and Lead Paint Statement (including the EPA brochure, "Protect Your Family From Lead in Your Home") if this home was built prior to 1978 at the time this contract was signed. Buyer understands that said Statements do not constitute warranties as to the property's condition.

18. **INCLUDED ITEMS:** Unless excluded in Section 8 above, if now on or used in connection with the premises, this sale will include:

APPLIANCES:

Stove
Built-In Microwave Oven
Dishwasher
Garbage Disposal
Water Softener
Hot Tub

OTHER ITEMS:

Exterior Trees, Plants, or Shrubbery
(Except Potted Plants)
Garage Door Opener
Fuel Tanks (Buried or Attached)
Outbuildings and Awnings
Water Rights and Ditch Rights

FIXTURES:

Window Coverings (including Curtains, Blinds, Valances, Screens, & Awnings)
Carpet & Attached Floor Coverings
Plumbing & Bathroom Fixtures
Lighting, Fans, & Electrical Fixtures
Screen Doors & Storm Doors
Water Heater
Heating & Air Conditioning Systems
Attached Television Antenna or Satellite Dish Antenna
Wood Burning Stove
Attached Fireplace Equipment
Workbench in Garage or Outbuilding
Attached Sprinkler & Irrigation Systems

19. **EXCLUDED ITEMS:** Unless included in Section 8, above, this sale will not include the refrigerator, washing machine, clothes dryer, countertop microwave oven, unattached bookshelves, outdoor play equipment, or any interior or exterior potted plants.

20. **FHA/VA LOANS:** If Buyer is to obtain an FHA or VA loan under section 2 (a), above, it is expressly agreed that, notwithstanding any other provisions of this contract, Buyer shall not be obligated to complete the purchase of the property described herein or to incur any penalty or forfeiture of earnest money deposit or otherwise unless Buyer has been given, in accordance with HUD / FHA or VA requirements, a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the property of not less than the sales price as stated in this contract. Buyer shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the property. Buyer should satisfy himself that the price and condition of the property are acceptable. It is agreed that all items included in Sections 8 and 18 are of nominal value, less than \$100.

21. **CONTINGENCY CLAUSE:** If this contract is contingent upon certain specified conditions occurring, Seller shall have the right to continue to offer the herein property for sale and to accept offers until such time as said contingencies have been satisfied or waived by Buyer. Should Seller receive another acceptable offer to purchase, Seller may give Buyer three (3) banking days written notice of such offer. In the event Buyer does not waive or satisfy the contingencies in writing within the three (3) day period, this contract shall be terminated and all deposits returned to Buyer less customary Buyer's costs. In the event Buyer does waive or satisfy the contingencies, Buyer shall proceed to purchase the property under the remaining terms of this contract notwithstanding that the terms of the new offer may have been more or less favorable. Notice shall be considered given and the three (3) days shall commence on the earlier of either personal delivery or facsimile transmission of notice to the Buyer or two (2) days following the date of certified mailing evidenced by the date stamp on the Buyer's postal service receipt for the mailing. Notice shall expire at 11:59 p.m. on the third banking day after notice. All notices shall be sent to the addresses or fax numbers shown on the front page of this contract. Any waiver of contingencies by the Buyer under this Section will be considered a waiver of all contingencies, including financing.

22. **TITLE CONVEYANCE:** Title of Seller is to be conveyed to Buyer by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights of way, covenants, and easements established or of record. Any liens, encumbrances, or defects to be discharged by Seller may be paid out of the purchase money at the date of closing.

23. **TITLE INSURANCE:** 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 showing marketable and insurable title subject to the liens, encumbrances, and defects specified in Section 22, above. Prior to closing the transaction, the Seller shall furnish to the Buyer a commitment for a title insurance policy showing the condition of the title of said premises. Buyer shall have five (5) days from the receipt of the commitment or until 24 hours prior to closing, whichever is less, within which to object in writing to the condition of the title as set forth in the commitment. If the Buyer does not so object, the Buyer shall be deemed to have accepted the condition of the title. It is agreed that, if the title to said premises is not marketable, or cannot be made so within thirty (30) days after Buyer's notice containing a written statement of defects is delivered to the Seller, or if the Seller fails to consummate the same as herein agreed, the entire earnest money shall be returned to the Buyer. The cost of the foregoing title insurance shall be paid in accordance with the provisions of Section 7, above.

24. **EXTENDED COVERAGE POLICY:** A standard policy of title insurance does not cover certain potential problems or risks such as liens (i.e., a legal claim against the premises for the payment of some debt or obligation), boundary disputes, claims of easement, and other matters or claims if they are not of public record at the time of closing. However, under Idaho law, such potential claims against the premises may have become legal obligations before the purchase of the home is completed and yet may not become of public record until after the purchase is completed. It is recommended that Buyer talk to a title insurance company about what it offers in the way of extended coverage title insurance. In particular, it is recommended that Buyer purchase extended coverage insurance if the premises have been built or remodelled within the last 90 days.

25. **INSPECTION OF PROPERTY:** Buyer hereby acknowledges that Buyer has made an independent examination and inspection of the above described real property and all improvements thereon, is fully aware of the condition of the same, and is not relying on any representation made by Seller as to the condition of said property other than any representations specifically set forth in this contract. Buyer accepts the property in its present condition and waives all claims against Seller based upon the condition of the property. Buyer understands that the attached Property Disclosure Statement is not a warranty or representation as to the condition of the property.

26. **RISK OF LOSS:** Prior to the closing of this sale, all risk of loss shall remain with the Seller. In addition, should the premises be materially damaged by fire or other causes prior to closing, this contract shall be voidable at the option of the Buyer. As of the close of escrow, all risk of loss shall pass to the Buyer.

27. **DEFAULT AND ATTORNEY'S FEES:** If all conditions of this contract are met and Buyer neglects or refuses to comply with the terms or any conditions of sale on or before the closing date, or any extensions thereof agreed to in writing between the parties, the earnest money shall be forfeited and Buyer's interest in the premises shall be immediately terminated. All costs of title insurance, escrow fees, attorney's fees, and other expenses directly incurred in connection with this transaction for which Buyer agreed to be responsible and which are or have been incurred shall be paid by Buyer in full. Forfeiture and acceptance by Seller of the earnest money shall not constitute an abolition of remedy or a waiver of other remedies available to Seller by law. In the event of any default by either party, the prevailing party in any resulting legal action shall be entitled to recover reasonable attorney's fees and costs in addition to any other relief which may be granted.

28. **AGREEMENT BINDING:** This contract shall be binding upon and inure to the benefit of the heirs, administrators, executors, personal representatives, successors, and assigns of the respective parties hereto.

29. **FACSIMILE TRANSMISSION:** Facsimile transmission of any signed original document, the retransmission of any signed original document, or the retransmission of any signed facsimile transmission shall be the same as the delivery of an original. At the request of either party or the closing agent, the parties will confirm facsimile transmitted signatures by signing an original document.

30. **AMENDMENTS:** This contract may not be amended, modified, altered, or changed except by a further agreement in writing signed by the Buyer and Seller.

31. **ENTIRE AGREEMENT OF THE PARTIES:** This contract constitutes the whole agreement between the parties and each of the parties certify that the terms of this contract, including all attachments hereto, are true to the best of his or her knowledge. Any other agreements entered into previously by any of these parties in connection with this transaction are superseded by this contract. No warranties, agreements, covenants, or representations not expressly set forth herein shall be binding upon either party.

REAL ESTATE PURCHASE CONTRACT

SELLER NAME(S), ADDRESS, & TELEPHONE NOS.:

MARILYN G. MOONEY
7429 COWEN ST
BOISE ID 83709
 Home: 208-392-4517 Fax: N/A
 Office: N/A Office: N/A
 Cell: N/A Cell: N/A

BUYER NAME(S), ADDRESS, & TELEPHONE NOS.:

Mike D. DeBleck
Michelle DeBleck
1508 W. Apple Valley Ct. Boise ID 83704
 Home: 208-558-5100 Fax: N/A
 Office: N/A Office: N/A
 Cell: 863-6498 Cell: N/A

Address of Property to be Sold: 10 THORN CREEK ROAD - IDAHO CITY ID 83631
 Legal Description of Property to be Sold: EXHIBIT A (ATTACHED)

BUYER and SELLER agree to the purchase and sale of the foregoing property on the following terms and conditions:

- PURCHASE PRICE shall be: TWO HUNDRED FORTY THOUSAND DOLLARS (\$240,000.00).
- FINANCING (Leave Options Which Do Not Apply Blank):
 - ☐ This contract is contingent upon Buyer qualifying for an ☐ FHA ☐ VA ☐ IHA ☐ Conventional loan. Buyer shall apply for the required loan within three (3) banking days after this contract is entered and shall make Buyer's best efforts to procure the same. Buyer shall provide Seller with a conditional letter of loan approval within five (5) banking days after this contract is entered.
 - ☐ Buyer shall assume and will be required to qualify for an existing loan of approximately \$_____ at no more than _____ % per annum, with monthly payments of approximately \$_____. This contract is contingent upon Lender releasing Seller's liability. Buyer shall pay Seller the balance in Seller's loan reserve account at closing in addition to the purchase price specified above. Buyer shall apply for the required assumption within three (3) banking days after this contract is entered.
 - ☐ Seller will carry a loan for \$_____ payable at \$_____ per month including interest at _____ % per annum. Any payment 15 days late will be charged a penalty equal to 3% of the amount of the late payment. Said loan shall be secured by a Deed of Trust against the property. The entire remaining balance of principal and interest shall be due and payable on _____ or upon any transfer of an interest in the property.
- EARNEST MONEY: Buyer hereby deposits with 0 earnest money in the amount of \$_____ in the form of ☐ Cash ☐ Personal Check ☐ Cashier's Check. Buyer and Seller agree that the earnest money, less Seller's actual out of pocket costs, shall be refunded to Buyer in the event any of the conditions or contingencies specified in this contract cannot be met.
- TITLE INSURANCE: DESIGNATED CLOSING AGENT: PIONEER TITLE COMPANY shall handle the escrow and provide the title insurance for this sale and Pioneer Title shall act as the closing agent.
- CLOSING: The closing date shall be no later than _____. On or before the closing date, Buyer and Seller shall deposit with the closing agent all funds and instruments necessary to complete this sale. Any extension of the closing date must be in writing.
- POSSESSION: Buyer shall be entitled to possession on _____. Taxes, water and irrigation assessments, rents, interest, homeowners' association dues, and obligations assumed, if any, shall be prorated as of the ☐ Closing Date ☐ Date of Possession.
- CLOSING COSTS:
 - LOAN COSTS: Except for the Appraisal Fee and the Lender's Title Insurance Policy, Buyer shall pay all points, loan origination fees, tax and insurance impounds, and other loan costs which may be necessary to obtain Buyer's financing.
 - ESCROW CLOSING COSTS: Buyer and Seller agree to divide the escrow closing costs as follows:

	Buyer	Seller	Share	N/A		Buyer	Seller	Share	N/A
Appraisal Fee	☐	☐	☐	☒	Recording Fee	☐	☐	☒	☐
Closing Agent's Fee	☐	☒	☒	☐	Tax Service Fee	☐	☐	☒	☐
Owner's Title Insurance Policy	☐	☒	☐	☐	Flood Certificate	☐	☐	☐	☒
Lender's Title Insurance Policy	☐	☐	☐	☒	Well Inspection	☐	☐	☐	☒
Extended Coverage Policy	☐	☐	☐	☒	Septic Pump/Inspection	☐	☐	☐	☒
Extended Lien Coverage Policy	☐	☐	☐	☒	Loan Assumption Fee	☐	☐	☐	☒
Contract/Document Prep. Fee	☐	☒	☐	☐	Long Term Escrow Fees	☐	☐	☐	☒
Lender Required Repairs	☐	☐	☐	☒	As Other Closing Costs	☐	☐	☒	☐
Cost of Lender Required Repairs shall not exceed \$	<u>N/A</u>								

- APPLIANCES AND OTHER ITEMS SPECIFICALLY INCLUDED IN THE SALE (in addition to those listed in Section 18 on the back side of this contract): _____
- ITEMS SPECIFICALLY EXCLUDED FROM THE SALE (in addition to those listed in Section 19 on the back side of this contract): N/A
- OTHER TERMS, CONTINGENCIES, AND CONDITIONS: N/A
- This contract ☐ Does ☒ Does Not include an Addendum on a separate sheet.
- ACCEPTANCE: This contract must be signed by all parties no later than 3/25/09 in order to be binding.
- TIME IS OF THE ESSENCE IN THIS CONTRACT.
- THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ ALL OF THE PROVISIONS ON THE NEXT PAGE OF THIS CONTRACT.
- DATE: This contract was prepared on: _____
- SIGNATURES:

Marilyn G. Mooney
 SELLER

SELLER

Mike D. DeBleck
 BUYER

BUYER



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

September 27, 2002

RE: Water Rights in Reporting Area 13, Basin 63
Snake River Basin Adjudication (SRBA)

Dear Water Right Claimant(s):

Please find enclosed the Idaho Department of Water Resources recommendations for your water right claim(s) in Basin 63 for the Boise River drainage basin above Lucky Peak dam. We have also enclosed instructions for reviewing (1) your recommended water right(s), and (2) other recommended right(s) in your area. Water rights for nearly all domestic and/or stockwater rights were recommended separately in an earlier report, and most of those now have been decreed by the SRBA Court.

Note that you have until January 31, 2003, in which to review your water rights or those of other claimants and to file any objection to our recommendations. Information on the other water rights can be found at the county courthouses in Boise, Fairfield, Idaho City, and Mountain Home, and at all the Idaho Department of Water Resources offices (see addresses in enclosures).

If the SRBA Court does not receive an objection to our recommendation from you and no other party objects to your water right, your water right will be decreed early next year as recommended. You will receive your decree from the SRBA Court.

Completion of the SRBA is important for the future of water management in Idaho. We invite you to contact our regional offices with any questions you have about your water right(s) or this adjudication process.

Sincerely,

Karl J. Dreher
Director

Enclosures

MADE COPY FOR
TYNE DE BLIECK
3-16-09

WILL GET OFFICIAL
DECREED WATER
RIGHTS TO HIM LATER

09/24/2002

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-15395

NAME AND ADDRESS: MARILYN PRIEST
PO BOX 122
IDAHO CITY ID 83631

JAY R PRIEST
PO BOX 122
IDAHO CITY ID 83631

SOURCE: THORN CREEK

TRIBUTARY: MORES CREEK

QUANTITY: 0.100 CFS

USE OF THIS RIGHT WITH RIGHT NO. 63-5101 IS LIMITED TO A TOTAL COMBINED
DIVERSION RATE OF .10 CFS.

PRIORITY DATE: 04/26/1889

POINT OF
DIVERSION: T05N R04E S24 SESE Lot 5 Within BOISE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	4/01 11/01	0.100 CFS
THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 15 AND MAY CONTINUE TO AS LATE AS NOVEMBER 15, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 1 AND AFTER NOVEMBER 1 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.		

PLACE OF USE: IRRIGATION Within BOISE County
T05N R04E S24 Lot 5 SESE 5.0

5 ACRES TOTAL

09/24/2002

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

USE OF THIS RIGHT WITH RIGHT NO. 63-5101 IS LIMITED TO THE
IRRIGATION OF A COMBINED TOTAL OF 5 ACRES IN A SINGLE IRRIGATION
SEASON.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

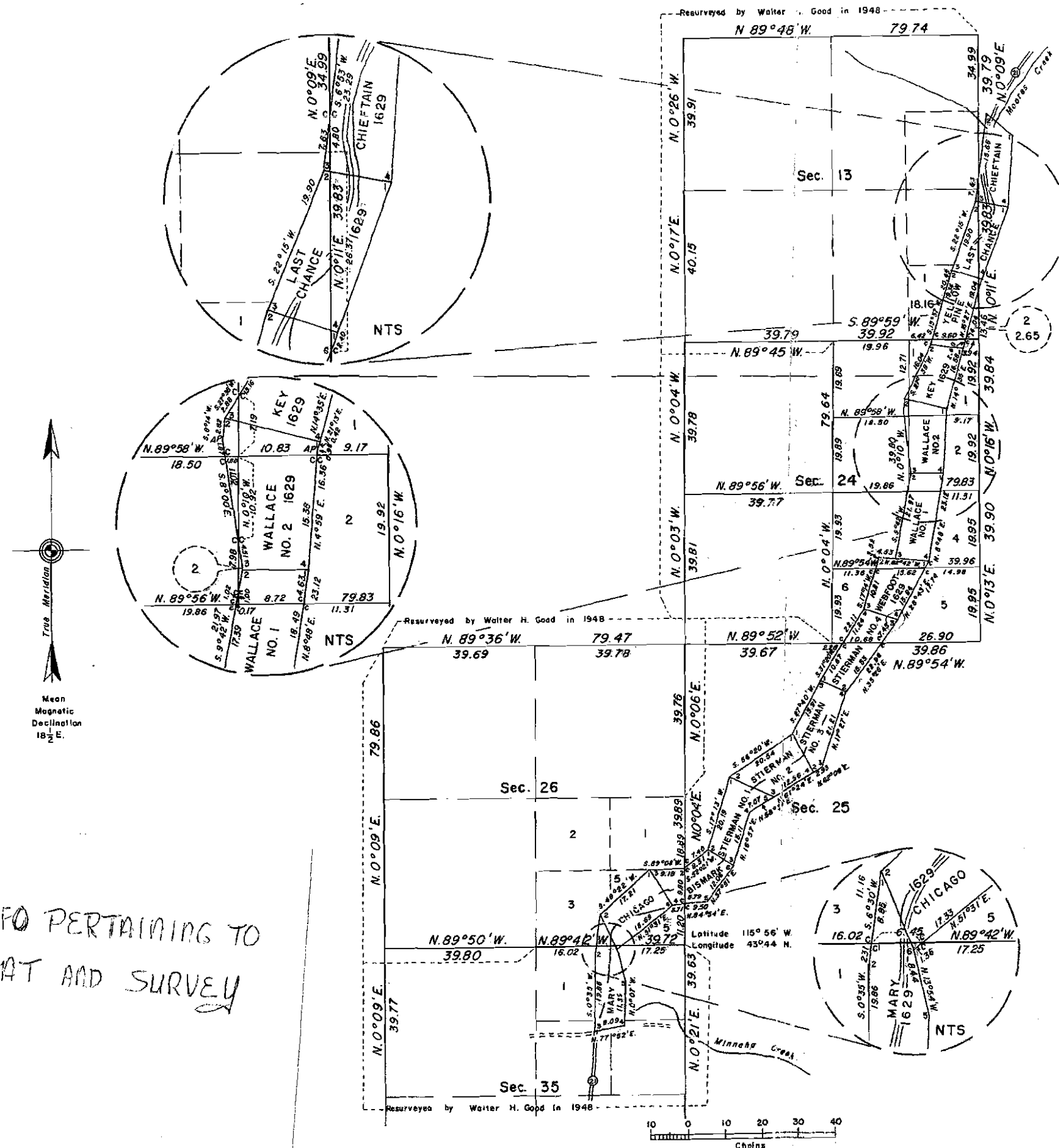
THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE
EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE
ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO
LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION
42-1412(6), IDAHO CODE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

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TOWNSHIP 5 NORTH, RANGE 4 EAST OF THE BOISE MERIDIAN, IDAHO.

DEPENDENT RESURVEY & SUBDIVISION



A history of surveys is contained in the field note record.

This plat represents the dependent resurvey of a portion of the east boundary, a portion of the subdivisional lines, a portion of Mineral Survey No. 1629, designed to restore the original corners in their true original locations according to the best available evidence, and the subdivision of section survey of section 24, T. 5 N., R. 4 E., Boise Meridian, Idaho.

Except as indicated hereon, the lottings and areas are as shown on the plat of survey approved July 28, 1902, and the segregation plat of mineral land approved January 18, 1904.

The dependent resurveys and subdivision of section survey were executed by Ronald J. Brown, Cadastral Surveyor, beginning August 3, 1981, and completed October 7, 1983, pursuant to the Special Instructions dated July 23, 1981, the Supplemental Special Instructions dated December 2, 1982, and the Supplemental Special Instructions dated April 20, 1983, for Group No. 627, Idaho.

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Boise, Idaho February 15, 1984

This plat is strictly conformable to the approved field notes, and the survey, having been correctly executed in accordance with the requirements of law and the regulations of this Bureau, is hereby accepted.

For the Director

Orin B. Collier
Chief Cadastral Surveyor for Idaho

INFO PERTAINING TO
PLAT AND SURVEY