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JAN 07 2010

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 11-6-07 78-04058A		X			

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)

CROSS 'O' RANCH AARON WILSON
 357 RAPID RIVER ROAD
 RIGGINS, ID. 83549

4. New Owner/Claimant(s)

TOM BAXTER

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

New Mailing Address

13577 WALKER LAKE RD.

City, State and ZIP Code

CALDWELL, ID. 83607

New Telephone Number

(208) 459-7098

Email:

SUPPORT DATA

5. Date you acquired the property

August 8 - 2008

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	.060 cfs	7 ACRES (3 ACRES IRRIGATED)
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)

Tom Baxter

(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 SB
 Receipted by SB
 Processed by _____ AJ

Date 1.7.10
 Date 1.7.10
 Date _____

Receipt Amt. 100.00
 Receipt No. W038072
 WR gmh Date 1-13-10

Copy

MEMORANDUM OF AGREEMENT TO SELL

This agreement, made and entered into on this 8th day of August 2008, by and between CROSS O RANCH, INC., an Idaho corporation, of 357 Rapid River Rd., Riggins, ID 83549, hereinafter designated "SELLER", and TOM BAXTER and JANE BAXTER, husband and wife, of 13577 Walker Lake Rd., Caldwell, ID 83605, hereinafter designated "PURCHASERS."

Whereof the Seller has agreed to sell the following described real property, located in Idaho County, State of Idaho, to wit:

See Exhibit "A" attached hereto and hereby incorporated by this reference.

WHEREAS, the Purchasers have agreed to purchase said property for the total sum of Two Hundred Fifty Thousand Dollars and 00/100 (\$250,000.00) and,

WHEREAS, the parties seek to set forth terms of said agreement, and,

WHEREAS, both parties wish to set forth said terms in a separate writing.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED, as follows:

The total purchase price of Two Hundred Fifty Thousand Dollars and 00/100 (\$250,000.00) shall be paid as follows:

1. The sum of Fifty Thousand Dollars and 00/100 (\$50,000.00) down, the receipt whereof is hereby acknowledged by the Sellers.

2. The remaining sum of Two Hundred Thousand Dollars and 00/100 (\$200,000.00) shall be paid at closing.

1 IT IS FURTHER UNDERSTOOD AND AGREED AS FOLLOWS:

2 1. All closing costs and recording fees will be equally
3 split between the parties including a Title Insurance Policy
4 indicating the property is free and clear of all encumbrances other
5 than those noted on the Warranty Deed.

6 2. Warranties and Disclaimer: PURCHASER ACKNOWLEDGES AND
7 AGREES THAT HE HAS BEEN INFORMED AND UNDERSTANDS THAT SELLER MAKE
8 NO WARRANTIES, EXPRESSED OR IMPLIED, TO PURCHASER.
9

10 Purchaser acknowledges that Seller and Seller's agents have
11 made no representations of any material fact concerning the real
12 property described in this Contract; that Purchaser has had
13 adequate opportunity to inspect and investigate the said property;
14 that Purchaser has made a thorough independent examination and
15 inspection of the said property and is relying solely upon his own
16 examination and inspection thereof; and, that Purchaser is
17 acquiring the property "as is."
18

19 3. The parties acknowledge that the Seller is the holder of
20 a certain water right from the State of Idaho designated as water
21 right # A78-04058A said water right allows Seller to divert
22 from Shingle Creek .180 cfs of water to Seller's beneficial needs
23 on property located in the Shingle Creek area. Seller has agreed
24 to transfer to Purchaser a portion of said water right (.060 cfs)
25 for beneficial use on the Purchaser's property being sold herein.
26 The parties agree that the transfer of the water rights shall occur
27 outside of closing and the parties agree that the closing agent

1 shall have no obligation or duty to cause the transfer of said
2 water rights. The parties agree to cooperate after closing to
3 execute appropriate documents to provide for the transfer of the
4 portion of the water right set forth above to Purchaser.

5 4. In the event of litigation between the parties hereto
6 concerning the subject matter hereof, the prevailing party in any
7 suit or action shall have the right to demand and collect as part
8 of any judgment to be rendered a reasonable sum as attorney's fees
9 in addition to costs allowed by law.
10

11 5. This agreement binds the parties hereto, their respective
12 heirs, personal representatives and assigns.

13 6. The Purchaser acknowledge that this agreement was
14 prepared by the attorney for the Seller and that said attorney did
15 not and does not represent the Purchaser in connection with this
16 transaction or the preparation of this agreement.
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18 ADDITIONAL PROVISIONS:
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1 IN WITNESS WHEREOF, the parties have signed their names the
2 day and year appearing in their respective acknowledgments of the
3 execution hereof.

4
5 David Wilson
6 CROSS O RANCH, INC.
7 By: DAVID WILSON, President

Sherie Wilson
CROSS O RANCH, INC.
By: SHERIE WILSON, Secretary

8 Tom Baxter
9 TOM BAXTER

Jane Baxter
JANE BAXTER

10 STATE OF IDAHO)

ss.

11 County of Idaho)

12 On this 8th day of August, 2008, before me,
13 Kathrina Warford, a Notary for the said County and
14 State, personally appeared DAVID WILSON and ~~SHERIE WILSON~~, KW
15 President and ~~Secretary of CROSS O RANCH, INC.~~, known or identified
16 to me to be the persons whose names are subscribed to the within
17 instrument, and they acknowledged to me that they freely executed
the same and that the statements therein contained are true.

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

20 (NOTARY SEAL)

Kathrina Warford
Notary Public for State of Idaho.
Residing at Grangerille, therein.
My commission expires on
07/05/2011

21
22
23 STATE OF IDAHO)

ss.

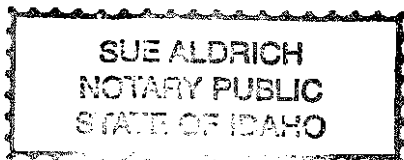
24 County of CANYON

25 On this 7th day of August 2008, before me,
26 SUE ALDRICH, a Notary for the said
27

1 County and State, personally appeared TOM BAXTER and JANE BAXTER,
2 husband and wife, known or identified to me to be the persons whose
3 names are subscribed to the within instrument, and they
4 acknowledged to me that they freely executed the same.

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

7 (NOTARY SEAL)

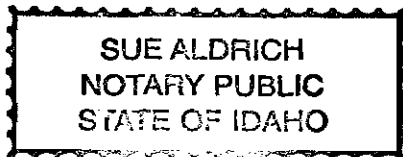


9 A handwritten signature in cursive script, appearing to read "Sue Aldrich".
10 Notary Public for State of Idaho,
11 Residing at W. Idaho therein.
12 My commission expires on:
13 9-30-89

1 County and State, personally appeared TOM BAXTER and JANE BAXTER,
2 husband and wife, known or identified to me to be the persons whose
3 names are subscribed to the within instrument, and they
4 acknowledged to me that they freely executed the same.

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

7 (NOTARY SEAL)



Sue Aldrich
Notary Public for State of Idaho,
Residing at Wilder, therein.
My commission expires on: 9-30-09

11
12 STATE OF IDAHO)
13 ss.
14 County of Idaho)

15 On THIS 8 day of August, 2008, before me,
16 Cleo Travis, a Notary for the said County
17 and State, personally appeared Sherie Wilson, Secretary of
18 CROSS O RANCH, INC., know or identified to me to be the person
19 whose name is subscribed to the within instrument, and she
20 acknowledged to me the she freely executed the same and that
21 the statements therein contained are true.

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

24 (notary seal)

Cleo Travis
Notary Public for State of Idaho.
Residing at Biggins, therein.
My commission expires on
10-10-2012

EXHIBIT A

Township 23 North, Range 1 East, Boise Meridian, Idaho County, Idaho
Section 6:

A parcel of land located in the SW¼ of said Section 6, more particularly described as follows:

Commencing at a brass cap marking the Southwest corner of said Section 6;
thence N 69°32'35" E, 438.82 feet to the Real Point of Beginning;
thence N 53°34'28" E, 19.41 feet to a 1/2" rebar with a plastic cap;
thence continuing N 53°34'28" E, 211.34 feet to a 1/2" rebar with a plastic cap;
thence N 06°40'40" W, 38.38 feet to a 1/2" rebar with a plastic cap;
thence continuing N 06°40'40" W, 15.00 feet to the South boundary of Rapid River Road;
thence S 88°11'55" E, 67.01 feet along said road boundary to a 1/2" rebar with a plastic cap;
thence N 58°51'04" E, 164.06 feet along said road boundary to a 1/2" rebar with a plastic cap;
thence N 48°33'50" E, 148.15 feet along said road boundary to a 1/2" rebar with a plastic cap;
thence leaving said road boundary S 59°15'03" E, 33.96 feet to a 1/2" rebar with a plastic cap;
thence S 72°10'02" E, 331.08 feet to a 1/2" rebar with a plastic cap;
thence S 77°49'51" E, 68.41 feet to a 1/2" rebar with a plastic cap;
thence S 65°17'16" E, 21.21 feet to a 1/2" rebar with a plastic cap;
thence continuing S 65°17'16" E, 25.00 feet to the centerline of Rapid River;
thence S 04°30'39" W, 74.68 feet along said river centerline;
thence S 15°14'01" W, 88.45 feet along said river centerline;
thence S 22°58'28" W, 161.17 feet along said river centerline;
thence S 85°17'19" W, 76.88 feet along said river centerline;
thence N 74°52'29" W, 115.31 feet along said river centerline;
thence N 82°43'18" W, 134.68 feet along said river centerline;
thence S 70°01'28" W, 155.33 feet along said river centerline;
thence S 80°41'48" W, 153.91 feet along said river centerline;
thence N 88°31'40" W, 110.16 feet along said river centerline;
thence leaving said river centerline N 46°13'57" W, 179.43 feet to the Point of Beginning.

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WARRANTY DEED

GRANTOR, CROSS O RANCH, INC., an Idaho corporation, of 357 Rapid River Rd., Riggins, ID 83549, for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to TOM BAXTER and JANE BAXTER, husband and wife, of 13577 Walker Lake Rd., Caldwell, ID 83605, as GRANTEE, and to grantee's heirs and assigns forever, all of the following described real estate located in the County of Idaho, State of Idaho, to wit:

See Exhibit "A" attached hereto and hereby incorporated by this reference.

TOGETHER with all improvements, water, water rights, ditches, ditch rights, easements, hereditaments and appurtenances thereto.

Subject to:

1. General taxes for the year 2008, which are a lien, not yet due and payable.
2. Power Line Easement, including the terms and conditions thereof, by and between CIRCLE C. RANCH INC., and IDAHO POWER COMPANY, a corporation, recorded June 19, 1964, under Instrument No. 215704, Book 101 page 131, records of Idaho County, Idaho.
3. Power Line Easement, including the terms and conditions thereof, by and between CIRCLE C. RANCH, INC., and IDAHO POWER COMPANY, a corporation, recorded June 8, 1965, under Instrument No. 218184, records of Idaho County, Idaho.
4. Easement Agreement Shingle Creek-01, including the terms and conditions thereof, by and between CROSS-0-RANCH, AARON WILSON, and STATE OF IDAHO, recorded April 13, 2006, under Instrument No. 447756, records of Idaho County, Idaho.
5. Subject to Rapid River Road as the same now exists.
6. Rights and easements in favor of the public for recreational uses of the Rapid River.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees that they are the owners in fee simple of said premises; that they are free from all encumbrances, and that they

1 will warrant and defend the same from all lawful claims whatsoever,
2 except general taxes for the year 2008, and easements,
3 reservations, restrictions and rights-of-way of record or in use.

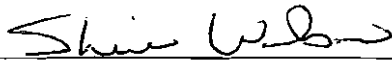
4 Except as otherwise expressly provided in this instrument,
5 GRANTORS, hereby declare pursuant to Title 5, Chapter 2 of the
6 Idaho Code, that in the event GRANTORS shall have permitted or
7 suffered at any time prior to the making of this instrument, any
8 person or entity to possess, use or occupy the above-described
9 premises, or any portion thereof, for any purpose, with or without
10 the knowledge of GRANTORS, it was not the intent of GRANTORS, by
11 permitting or suffering such possession, use or occupation, to
12 thereby define property boundaries or ownership thereof.

13 In construing this deed, and where the context so requires,
14 the singular includes the plural and the masculine, the feminine
15 and the neuter.

16 IN WITNESS WHEREOF, Grantors have hereunto subscribed its name
17 to this instrument this ____ day of August, 2008.

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CROSS O RANCH, INC.
By: DAVID WILSON, President



CROSS O RANCH, INC.
By: SHERIE WILSON, Secretary

STATE OF IDAHO)
 ss.
County of Idaho)

On this ____ day of August, 2008, before me,
_____, a Notary for the said County and
State, personally appeared DAVID WILSON and SHERIE WILSON,
President and Secretary of CROSS O RANCH, INC., known or identified
to me to be the persons whose names are subscribed to the within
instrument, and they acknowledged to me that they freely executed
the same and that the statements therein contained are true.

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

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(NOTARY SEAL)

Notary Public for State of Idaho.
Residing at _____, therein.
My commission expires on _____, 20__.

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thence S 72°10'02" E, 331.08 feet to a 1/2" rebar with a plastic cap;
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