

MEMORANDUM

Date: August 12, 2008
To: Water Right File 74-7250B
From: medl
Re: ownership update

On August 11, 2008, I received a call from the Nature Conservancys Idaho Falls field office. Nature Conservancy was expecting to complete the process of purchasing property associated with this water right within the week and wanted to verify the water right ownership. The current property owner, Adrian Rand Robison, was not listed as the holder of this water right. The assignment of the permit from Thomas to Robison may not have been properly executed.

I reviewed the file and found that a field exam had been completed in 1996, but the required measuring device and lockable controls were not in place at the time of the exam. Without them or a clearance from the watermaster, a license cannot be issued.

In a conference call with Eastern Region office on 8/12/2008, I mentioned this permit and its issues. They had also received some inquiries about this right, this week. BLM may own some of the land designated as the place of use, so there are ownership concerns about the water and about the land. The assignment problem will be tackled as soon as possible and an agent from eastern region has agreed to redo the field exam.

RECEIVED

AUG - 2 2004

DEPARTMENT OF WATER RESOURCES

STATE OF IDAHO

IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Call IDWR for assistance and/or appointment at (208)525-7161.

RECEIVED

JUL 30 2004

Department of Water Resources
Eastern Region

Please print or type. Attach pages with additional information. Instructions are on the back of this page.

Incomplete forms will be returned.

1. Water Right Number(s) A74-01660, A74-17661, A74-01662, A74-01663, A74-01664, A74-01665, A74-02025A, A74-02263, A74-02266, A74-10166
74-7250B
 Adjudication Claim Number(s) _____

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

- fees

A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.

AND

B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)

OR

C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant(s) Robert L. Thomas & Kelly Thomas & Lenice Thomas

HC 68 Box 19, Leadore, ID 83464

4. New Owner/Claimant(s) Adrian Rand Robison & Dorothy H. Robison

New Mailing Address 15 West 100 South, P.O. Box 95

City, State and ZIP Code Rexburg, ID 83440

New Telephone Number (208) 356-6478

5. Date you acquired the property 3/10/99

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

Number of acres actually irrigated 456 Number and type of stock Cattle/horses

Diversion rate in CFS 14.07 Number of homes 1 Other uses _____
cubic feet per second

If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner/Claimant(s) Adrian Rand Robison Date 3/10/99

Dorothy H. Robison Date 3/10/99

(Corporations or other organizations must submit list of directors/officers demonstrating authority to sign form.)

8. For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

7:34

For Office Use Only
 \$25 Filing Fee
 Receipt# _____
 Date _____

STATE OF IDAHO
 DEPARTMENT OF WATER RESOURCES
 ASSIGNMENT OF PERMIT

I, KELLY THOMAS, hereby assign to A RAND & Dorothy Robison
 of, PO Box 95 Rexburg ID 83440 208-356-6478
(Full Address) (Phone)

All my right, title, and interest in and to Permit No. 74-07250B to appropriate the public waters of the State of Idaho.

☒ (for partial assignments)

The following described portion of my right, title, and interest in and to Permit No. 74-07250B to appropriate the public waters of the State of Idaho. (Describe portion of the permit assigned listing the number of acres in each 40 acre subdivision, point of diversion location, and the amount of water in cubic feet per second.)

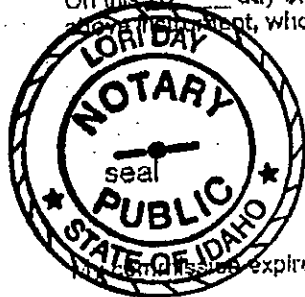
Made this 10th day of MARCH, 1998.

Kelly Thomas
 Permit Holder

State of Idaho)

County of Bingham) ss

On this 10th day of March, 1998, personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that he (she) (they) executed the same.



Tracy Blackford
 Notary Public residing at _____

My Commission expires: 10/31/2003



First American Title Insurance Company

INFORMATION

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.

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THE ATTACHED COMMITMENT HAS BEEN REVIEWED:

A. Rand Robinson
Walter J. Ellis

other side of 1

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, please contact the issuing office.

EXHIBIT "A"

All that certain real property situated in the County of Lemhi, State of Idaho, more particularly described as follows:

Lot Four (4) of Section Three (3); Lots One (1), Two (2), and Three (3); the Southeast Quarter of the Northwest Quarter ($SE\frac{1}{4}NW\frac{1}{4}$), the South Half of the Northeast Quarter ($S\frac{1}{2}NE\frac{1}{4}$), and the Southeast Quarter ($SE\frac{1}{4}$), the Northeast Quarter of the Southwest Quarter ($NE\frac{1}{4}SW\frac{1}{4}$), the South Half of the Southwest Quarter ($S\frac{1}{2}SW\frac{1}{4}$), the Southwest Quarter of the Northwest Quarter ($SW\frac{1}{4}NW\frac{1}{4}$), of Section Four (4); the West Half of the Northwest Quarter ($W\frac{1}{2}NW\frac{1}{4}$), the Northeast Quarter of the Northwest Quarter ($NE\frac{1}{4}NW\frac{1}{4}$) of Section Nine (9); Lot One (1) and the Southeast Quarter of the Northeast Quarter ($SE\frac{1}{4}NE\frac{1}{4}$) of Section Five (5); all in Township 16 North, Range 25 East of the Boise Meridian.

The Southeast Quarter of the Southwest Quarter ($SE\frac{1}{4}SW\frac{1}{4}$), the Southeast Quarter ($SE\frac{1}{4}$), of Section Thirty-three (33); Lot Four (4) of Section Thirty Four (34); All that part of the Southwest Quarter of the Northeast Quarter ($SW\frac{1}{4}NE\frac{1}{4}$), of Section Thirty-three (33); Township Seventeen (17) North, Range Twenty-Five (25) East of Boise Meridian, situate in the County of Lemhi, State of Idaho, and described as follows, to-wit:

Beginning at the Southeast Corner (SE) of the Southwest Quarter of the Northeast Quarter ($SW\frac{1}{4}NE\frac{1}{4}$); thence running West Eighty (80) rods to the Southwest Corner of the Southwest Quarter of the Northeast Quarter ($SW\frac{1}{4}NE\frac{1}{4}$); thence running North Forty (40) rods; thence running Southeasterly to the point of beginning at the Southeast Corner of the Southwest Quarter of the Northeast Quarter ($SW\frac{1}{4}NE\frac{1}{4}$), of Section Thirty-three (33); Township Seventeen (17) North, Range 25 East of the Boise Meridian.

EXCEPTING AND RESERVING THEREFROM ALL that parcel of land heretofore deeded for Railroad, Telephone and Highway purposes.

An irregular parcel of land in Lot 2, Lot 1, $SW\frac{1}{4}NE\frac{1}{4}$ and $SE\frac{1}{4}NE\frac{1}{4}$ of Section 4, Township 16 North, Range 25 East, Boise Meridian, described as follows, to-wit:

Beginning at a point approximately 995.0 feet South 1302.0 feet West from the Northeast Corner of Section 4, Township 16 North, Range 25 East, Boise Meridian, Which point is also South $35^{\circ} 49' 30''$ West - 50.0 feet distant from Station 1982+85.2 in the center line of State Highway No. 28 -project No. S-6873 (1) Highway Survey; thence South $54^{\circ} 10' 30''$ East, parallel with and 50.0 feet distant Southwesterly from said Highway Survey center line, for a distance of 1064.8 feet to a point opposite Station 1993+50 of said Highway Survey line; thence South $35^{\circ} 49' 30''$ West, 240.0 feet; thence North $64^{\circ} 10' 30''$ West-243.3 feet; thence South $85^{\circ} 49' 30''$ West - 340.3 feet; thence North $74^{\circ} 49' 30''$ West - 185.0 feet; thence North $29^{\circ} 10' 30''$ West - 500.0 feet; thence North $45^{\circ} 49' 30''$ East 358.8 feet to the point of beginning.

FAX 208-525-7177

**ADDENDUM TO PURCHASE AND SALE AGREEMENT
(RELINQUISHED PROPERTY)**

This Addendum shall become a part of the Agreement, dated February 10, 1999, between Kelly Jj. And S. Lenice Thomas, as Seller, and Adrian Rand and Dorothy H. Robison, as Purchaser, whereby Seller agrees to sell to Purchaser the property known as: A portion of Sections 3, 4, 9, & 5, T16N. R 23 E.B.M. and Sections 33, 34, T17N, R 25 E.B.M. Lemhi County, Idaho. Notwithstanding anything to the contrary contained in said Agreement, Purchaser and Seller agree that Exchange Services, Inc., an Idaho Corporation, shall be substituted for Seller as a party to the Agreement. Purchaser and Seller acknowledge that the purpose of this substitution is to accommodate an exchange of like kind properties by Seller, pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder.

Although Exchange Services, Inc. is substituted as a party to the Agreement, title to the Property will be conveyed directly from Seller to Purchaser. If title is acceptable to Purchaser as required by the terms of the Agreement, Purchaser agrees to accept conveyance of title from Seller. All other terms and provisions of the Agreement shall remain in full force and effect.

Dated this 18th day of February, 1999.

Seller

A. Rand Robison
Purchaser

Seller

Dorothy H. Robison
Purchaser

Seller

Purchaser

EXCHANGE SERVICES, INC.

BY: [Signature]

ITS [Signature]



COMMERCIAL INVESTMENT REAL ESTATE PURCHASE AND SALE AGREEMENT



ID# 481118

Bozore

Idaho Feb 10

1999

1. REAL ESTATE OFFICES:

Listing Agency Code of the West / De Board Realty Selling Agency Code of the West Realty

Listing Agent Name Dianna Barker / Normie Trapsack Selling Agent Name Dianna Barker

Phone # (Office) 588-2366 (Home) 588-2100

Phone # (Office) 588-2366 (Home) 588-2100

2. REPRESENTATION CONFIRMATION:

In this transaction, the Brokerage(s) involved had the following relationship(s) with the BUYER ("agent" or "nonagent" or "limited dual agent")
Listing broker acted as a(n) non-agent For the buyer
Selling broker acted as a(n) non-agent For the buyer
In this transaction, the Brokerage(s) involved had the following relationship(s) with the SELLER ("agent" or "nonagent" or "limited dual agent")
Listing broker acted as a(n) agent For the seller
Selling broker acted as a(n) agent For the seller
Each party signing this document confirms that he or she has received, read and understood the Agency Disclosure brochure and has elected the relationship confirmed above. In addition, each party confirms that the broker's agency office policy was made available for inspection and review.
EACH PARTY UNDERSTANDS THAT HE OR SHE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKER UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

3. BUYER: Adrian Band Robinson and Dorothy H. Robinson (Husband and wife)
Robinson Robinson

to purchase and the undersigned Seller agree to sell the following described real estate hereinafter referred to as "Property."

4. PROPERTY ADDRESS AND LEGAL DESCRIPTION: The Property commonly known as Thomas Ranch

Box 1048, CR MC
City of Lewiston County of Lemhi Idaho legally described as: Parcel 4
RP 16N25E033000A - RP 16N25E040000A - 16N25E050000A - 16N25E060000A - 16N25E070000A - 16N25E080000A - 16N25E090000A - 16N25E100000A - 16N25E110000A - 16N25E120000A - 16N25E130000A - 16N25E140000A - 16N25E150000A - 16N25E160000A - 16N25E170000A - 16N25E180000A - 16N25E190000A - 16N25E200000A - 16N25E210000A - 16N25E220000A - 16N25E230000A - 16N25E240000A - 16N25E250000A - 16N25E260000A - 16N25E270000A - 16N25E280000A - 16N25E290000A - 16N25E300000A - 16N25E310000A - 16N25E320000A - 16N25E330000A - 16N25E340000A - 16N25E350000A - 16N25E360000A - 16N25E370000A - 16N25E380000A - 16N25E390000A - 16N25E400000A - 16N25E410000A - 16N25E420000A - 16N25E430000A - 16N25E440000A - 16N25E450000A - 16N25E460000A - 16N25E470000A - 16N25E480000A - 16N25E490000A - 16N25E500000A - 16N25E510000A - 16N25E520000A - 16N25E530000A - 16N25E540000A - 16N25E550000A - 16N25E560000A - 16N25E570000A - 16N25E580000A - 16N25E590000A - 16N25E600000A - 16N25E610000A - 16N25E620000A - 16N25E630000A - 16N25E640000A - 16N25E650000A - 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14. **DEFAULT:** If Buyer defaults in the performance of this Agreement, Seller has the option: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right or remedy to which Seller may be entitled. If Seller elects to proceed under (1), Seller shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by Seller's Broker on behalf of Seller and Buyer related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to Seller and one-half to Seller's Broker, provided that the amount to be paid to Seller's Broker shall not exceed the Broker's agreed to commission. Seller and Buyer specifically acknowledge and agree that if Seller elects to accept the Earnest Money as liquidated damages, such shall be Seller's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. If Seller elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by Seller's Broker on behalf of Seller and Buyer related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter. If Seller defaults, having approved said sale and fails to consummate the same as herein agreed, Buyer's Earnest Money deposit shall be returned to him/her and Seller shall pay for the costs of this insurance, escrow fees, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by Buyer of any other lawful right or remedy to which Buyer may be entitled.

15. **EARNEST MONEY DISPUTE / INTERPLEADER:** Notwithstanding any termination of this contract, Buyer and Seller agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are received by the holder of the Earnest Money and things of value, Broker or closing agency shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.

16. **TITLE CONVEYANCE:** Title of Seller is to be conveyed by warranty deed or _____ deed, and is to be marketable and insurable except for rights reserved in federal patents, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, rights of way and easements established or of record and any other liens, encumbrances or defects approved by Buyer.

17. **RISK OF LOSS:** Should the Property be materially damaged by fire or other cause prior to closing, unless Buyer has taken possession prior to closing by Agreement, this Agreement shall be voidable at the option of Buyer.

18. **CONDITION OF PROPERTY AT CLOSING:** Buyer agrees to purchase the Property in as is condition, where is, with all faults. Buyer will assume all obligations with respect to the Property. Seller shall maintain the Property until the closing in its present condition, ordinary wear and tear excepted, and loss by casualty. The heating, ventilating, air conditioning, plumbing, elevators, loading doors and electrical systems shall be in present operating order and condition at the time of closing, unless otherwise agreed in writing.

19. **INSPECTION:** Buyer hereby acknowledges further that Buyer has not received or relied upon any statements or representations by the Broker or Broker's representatives or by Seller which are not herein expressed. Buyer has entered into this Agreement relying upon information and knowledge obtained from Buyer's own investigation or personal inspection of the Property.

20. **ADDITIONAL PROVISIONS:** Additional provisions of this Real Estate Purchase and Sale Agreement, if any, are attached hereto by an Addendum consisting of _____ page(s).

21. **NOTARY PUBLIC:** It is recommended signatures be notarized with a notary statement attached hereto.

22. **ENTIRE AGREEMENT:** This Agreement, including any Addendums or exhibits, constitutes the entire Agreement between the parties and no warranties, including any warranty of habitability, Agreements or representations have been made or shall be binding upon either party unless herein set forth.

23. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.**

24. **ACCEPTANCE:** Buyer's offer is made subject to the acceptance of Seller on or before (Date) 2-10-99 and (Time) 5:00. If Seller does not accept this Agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.

25. **OTHER TERMS:** 1- Seller may have Possession of Home up to May 30-1999
 2- Seller has 30 days after closing to sell Cattle and Remove All Personal items
 3- Buyer has Complete Access of Ranch day of Closing
 4- \$25,000 Commission to Be Paid and Split Between Selling and listing Office - \$10,000
 5- \$5,000 Referral Fee to Be Paid to Patrick Bate Realty
 6- Bruce McConnell to provide A letter stating Buyer will Have a Dutch Right to walkfall
 A main line

☐ SEE ATTACHED BUYER'S ADDENDUM(S): _____ (Specify number of Buyer Addendum(s) attached.)
 Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 2 of 2 Pages.

Buyer Signature _____ Buyer Signature _____
 Buyer (Print Name) _____ Buyer (Print Name) _____
 Date _____ Time _____ Phone # _____ Date _____ Time _____ Phone # _____
 Address _____ Address _____
 City _____ State _____ Zip _____ City _____ State _____ Zip _____

On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the Seller. I/We further acknowledge receipt of a true copy of this Agreement signed by both parties.

☐ SIGNATURE(S) SUBJECT TO COUNTER OFFER ☐ SEE ATTACHED ADDENDUM(S)
☐ SEE ATTACHED COUNTER OFFER(S)

Seller Signature _____ Seller Signature _____
 Seller (Print Name) _____ Seller (Print Name) _____
 Date _____ Time _____ Date _____ Time _____
 Address _____ Address _____
 City _____ State _____ Zip _____ City _____ State _____ Zip _____
 Hm. Ph. _____ Bus. Ph. _____ Hm. Ph. _____ Bus. Ph. _____

A true copy of the foregoing Agreement, signed by Seller and containing the full and complete description of the premises, is hereby received on this _____ Day of _____ 19____.

Buyer's Initials _____

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