

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

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 JUL 23 2007
 DEPT. OF WATER RESOURCES
 SOUTHERN 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 division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
PD 45-2444B					

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 usually attached to your deed or on file with the county).

OR

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 **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)

Dennis K. Smith
Po Box 233

4. New Owner/Claimant(s)

~~208 862-3489~~ Rick & Sharon Hawker
 Name Connector (Check one): [] and, [] or, [] and/or

New Mailing Address

1773 S. 600 W.

City, State and ZIP Code

Oakley, ID 83

New Telephone Number

208 862-3489

5. Date you acquired the property

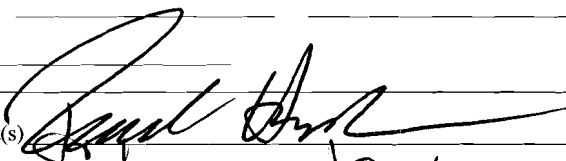
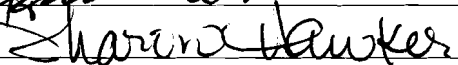
June 13, 2005

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 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 (one water right per box, you may copy this page as 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(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

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

7. Signature of New Owner(s) or Claimant(s)
(include title if applicable)

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.

For Office Use Only

Received by _____	Date _____	Fee _____
Received by <u>Paul Harker</u>	Date <u>7/26/07</u>	Receipt No. <u>5029031</u>
Processed by _____	AJ Date _____	WR _____ Date _____

RECEIVED
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WATER RIGHTS AND TRANSFER AGREEMENT

This agreement is made on the 13 day of June, 2005, among (a) Rick and Sharon Hawker, individuals, ("Hawker") and (b) Dennis K. Smith, an individual, ("Smith").

In exchange for the promises, performance and other consideration given by each to the other, the parties hereto agree as follows:

1. Scope of the Agreement.

The water rights covered by this agreement include certain groundwater identified by Hawker, Smith and the Idaho Department of Water Resources ("IDWR") as Right No. 45-11164 and Right No. 45-2444B.

The agreement does not cover other water rights in which Hawker and/or Smith may hold an interest in, including without limitation other rights that are used in conjunction with or on the same places of use as the water rights covered by this agreement.

The agreement also addresses the use and transfer of the rights covered, including by imposing on each party the obligation to cooperate in, and not object to, the transfers of the rights in proceedings before the IDWR pursuant to I.C. §42-222 and other law applicable to such proceedings.

2. Agreement to Purchase and Sell Right Nos. 45-11164 and 45-2444B.

Hawker agrees to purchase from Smith and Smith agrees to sell to Hawker the rights identified above on the terms set forth below for the price set forth in Exhibit A, which is incorporated into this agreement as if set forth fully herein. In consideration for this agreement, Smith acknowledges he has received \$1.00 and other valuable consideration.

By this Agreement, Smith grants Hawker the irrevocable right to seek and obtain approval to transfer the said rights from their present uses to uses suitable to Hawker from any agency or other entity that regulates the rights. These rights shall remain irrevocable as long as Hawker is prosecuting final approval of any transfer.

3. Future Quit Claim and Transfers of Right Nos. 45-11164 and 45-2444B.

If, after obtaining final approval of these transfers, meaning IDWR has approved the transfers and no appeals have been filed within the time allowed by law, the transfers are approved on terms acceptable to Hawker, Hawker shall pay Smith the price agreed and Smith shall convey the water rights to Hawker by quit claim deed with no warranties, whatsoever.

This conveyance shall occur within ninety (90) days after the last transfer is finally approved and no appeals have been filed within the time allowed by law.

4. No Protests or Objections.

Each party agrees not to object to or contest in the contemplated transfer proceedings, in the Snake River Basin Adjudication or elsewhere, any applications or claims made by the parties to this agreement to the water rights covered, to the extent such objection, response or other position would be inconsistent with this agreement.

5. Cooperation.

Each party agrees to cooperate to accomplish the purposes of this agreement including by timely preparing and filing all documents necessary to convey ownership and accomplish the transfers pursuant to proceedings before IDWR.

6. Document preparation and interpretation.

This agreement and related documents have been prepared through negotiations among the parties and their counsel. Each party has had the opportunity to investigate, discover the facts, seek legal advice, and otherwise understand and negotiate the terms of the agreement. The agreement shall not be interpreted for or against any party on account of who drafted the documents.

7. This Agreement survives.

This agreement and all covenants, promises and representations herein shall survive the transfer or conveyance of any covered property. Neither the agreement nor any term within it shall be deemed waived or be merged into any such deed or other document.

8. Specific Enforcement.

This agreement may be specifically enforced by the parties to it, as damages at law are not an adequate remedy. Temporary or permanent equitable relief may be granted to accomplish its purposes or enforce its terms. This paragraph shall not be construed as a limitation on other rights and remedies any party may have. Each party specifically reserves all other rights and remedies.

9. Attorney Fees.

If any legal action arises to enforce, interpret or avoid this Agreement or the obligations, promises or covenants set forth herein, the prevailing party, in addition to being entitled to any judgment so entered, shall be entitled to the award of reasonable attorney fees and costs against the non-prevailing party.

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AUG 11 2007
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QUITCLAIM DEED

Dennis K. Smith, an individual residing at P.O. Box 490, Oakley, Idaho, as GRANTOR, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, conveys and quitclaims unto Rick Hawker and Sharon Hawker, husband and wife residing at 1773 South, 600 west, Oakley, Idaho, as community property, all of the above Grantor's right, title, and interest in and to the following described water rights situated in Cassia County, Idaho. To wit:

Water Right No.s 45-2444B and 45-11164 comprised of .60 cfs for stockwater (14.6 AF volume) for use in the NW and SW quarters of the SW quarter of Section 20, T 13S, R 22E, B.M, all as modified by the Idaho Department of Water Resources, Transfer No. 72208.

This property is granted to Grantee "as is."

IN WITNESS WHEREOF, Grantor has caused this Quit Claim Deed to be executed on this 31 day of July, 2007.

By: Dennis K. Smith
Dennis K. Smith

STATE OF IDAHO)
ss:
County of CASSIA)

On this 31 day of July, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Dennis K. Smith, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same.

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



Winston Hawker
NOTARY PUBLIC FOR IDAHO
Residing: OAKLEY, IDAHO
My Commission Expires: 1-22-2013