

DECEMBER 1
OCT 05 2006

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

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

Department of Water Resources
Boise, Idaho

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
Lic 35-08904					
PD 35-7315					

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts. \$50
- 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) LARRY M. ALLSBERRY
4. New Owner/Claimant(s) BREEDING FARMS / or RALPH BREEDING
Name Connector (Check one): ☐ and, ☒ or, ☐ and/or
- New Mailing Address 2697 BREEDING RD
- City, State and ZIP Code AMERICAN FALLS, ID 83411
- New Telephone Number (208) 226 2240
5. Date you acquired the property 1/13/06

SUPPORT DATA

IN FILE # 35-7315

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) Paul Breeding for Breeding Farms
(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 \$500
 Received by JC Date 10-17-06 Receipt No. EC32316
 Processed by _____ AJ Date _____ WR _____ Date _____

AND WHEN RECORDED MAIL TO:
First American Title Company
2240 East Center
Pocatello, ID 83201

[illegible]

Line for Recorder's Use Only

WARRANT

Date: January 13, 2006

Legal Description attached hereto as Exhibit 1 by 100% by this referenced incorporated herein.

TO HAVE AND TO HOLD the said premises, with its ~~appur~~tenances, 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 ~~vis~~ upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Date: 01/13/2006

Warranty Executed
- continued -

File No.: 12577CA (1)

Lawrence M. Allsberry
Lawrence M. Allsberry

Bertha M. Allsberry
Bertha M. Allsberry

Bertha M. Allsberry as
attny. in fact

STATE OF Idaho

)
ss.

COUNTY OF Bannock

)

On this Thirteenth day of January 2006, before me, a Notary Public in and for said State, personally appeared Bertha M. Allsberry, known or identified to me to be the person(s) whose name(s) is subscribed to the within Instrument individually and as attorney in fact of Lawrence M. Allsberry, and acknowledged to me that she subscribed the name of Lawrence M. Allsberry thereto as principal, and her own name as attorney in fact.

Jerrilee J. Browne
Notary Public of Idaho
Residing at: Tetonia, Idaho
Commission Expires: 2-27-10

STATE OF Idaho

)
ss.

COUNTY OF Bannock

)

January 13, 2006
On this, before me, a Notary Public in and for said State, personally appeared Bertha M. Allsberry, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument, and acknowledged to me that he/she/they executed the same.

Jerrilee J. Browne
Notary Public for the State of Idaho
Residing at: Tetonia, Idaho
My Commission Expires: 2-27-10

EXHIBIT "A"

THE NORTH THREE-FOURTHS OF THE NORTH HALF (N3/4N1/2) OF SECTION
TWENTY-TWO (22) TOWNSHIP SEVEN (7) SOUTH, RANGE TWENTY-NINE (29) EAST
OF THE BOISE MERIDIAN, POWER COUNTY, IDAHO

Paul S. Laggis

Attorney at Law

P.O. Box 419
20 Hillcrest Avenue
American Falls, Idaho 83211-0419
(208) 226-2563
e-mail: plaggis@afwireless.net

11/4/5

AGREEMENT TO PURCHASE

RECEIVED FROM DON BREIDING and JODY BREIDING, doing business as Breiding Brothers, an Idaho partnership, of American Falls, Power County, Idaho, hereinafter referred to as "Purchasers", the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) to be deposited into the account of LARRY and BERTHA ALLSBERRY, husband and wife, as a deposit and earnest money in partial payment of the purchase price of the following described real property situated in Power County, State of Idaho, to-wit:

(Field BB5)

The N $\frac{1}{4}$ NE $\frac{1}{4}$, Section 22, Township 7 South, Range 29 E.B.M., and,
The N $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 22, Township 7 South, Range 29 E.B.M., and,
The N $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 22, Township 7 South, Range 29 E.B.M., Power County, Idaho, containing approximately 116.6 farmable acres, including all water rights appurtenant thereto.

1. It is hereby agreed that Purchaser shall pay to Seller the sum of THREE THOUSAND and NO/100 DOLLARS per farmable acre for a total purchase price of THREE HUNDRED FORTY-NINE THOUSAND EIGHT HUNDRED and NO/100 DOLLARS (\$349,800.00), payable as follows: The entire purchase price in the sum of THREE HUNDRED FORTY-NINE THOUSAND EIGHT HUNDRED and NO/100

DOLLARS (\$349,800.00), less any earnest money received by Sellers from Purchasers, which shall be paid at closing by cash or certified funds made payable to Sellers.

- a. Recording fees, legal document preparation fees, title company document preparation fees and closing fees shall be paid by Purchaser.
- b. Closing shall be on or before January 15, 2006. The closing agent shall be as agreed between the parties.
- c. Seller shall provide a policy of title insurance to Purchaser and shall be responsible for all costs associated therewith.
- d. Purchaser may take possession of the real property on or after closing.
- e. Allocation of Value:

Real Property:	\$296,164.00
Irrigation System:	<u>\$ 53,636.00</u>
Total	\$349,800.00

2. The real property and personal property, the subject matter of this agreement, is sold in an "AS IS" condition without warranty as to its condition or repair.

3. The real property is to be conveyed by Warranty Deed, free and clear of all encumbrances, save and except building and use restrictions, rights-of-way and easements and reservations in federal patents and State deeds.

4. The Purchasers shall pay all taxes and assessments prorated from the date of possession, and for all years thereafter; the Sellers shall pay all taxes and assessments prorated to the date of possession. Rents, insurance and interest on mortgage or contract indebtedness shall be prorated to the date of closing. Encumbrances to be discharged by Sellers may, at their option, be paid out of the purchase money at the date of closing.

5. If Sellers do not approve this sale within three (3) days hereafter, or if Sellers' title is not good and marketable, merchantable and insurable and cannot be made so within a reasonable time after written notice containing statement of defects is delivered to Sellers, then all rights and obligations of Purchaser shall be terminated, and any and all earnest money paid hereunder refunded to Purchaser, unless Purchaser waives said defects and elects to purchase; but if said sale is approved by the Sellers and Sellers' title is

merchantable and Purchaser neglects or refuses to complete the purchase or fails to pay the purchase price as hereinabove provided, then any earnest money paid hereunder shall be forfeited to the Sellers as liquidated damages and not as a penalty and this Agreement thereupon shall be of no further force or effect.

6. The parties enter into this Agreement in full reliance upon their independent investigation and judgment, accept the property as it is and agree that there are no verbal or other agreements that modify or affect this Agreement.

7. Time is of the essence in this agreement. Purchaser's rights herein are not assignable without the written consent of the Sellers.

8. Transfer of all water rights appurtenant to the subject property shall be the responsibility of Purchaser and Seller shall execute any and all documents necessary to complete this process.

WE HEREBY AGREE to purchase, the above-described property and pay the sum of \$349,800.00 for the same as set forth above, this 28 day of ~~October~~ ^{November}, 2005.

PURCHASERS:

BREIDING BROTHERS

DON BREIDING

JODY BREIDING

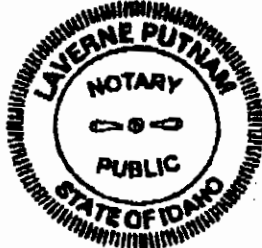
STATE OF IDAHO)

)ss.

County of Power)

On this 28 day of ~~October~~ ^{November}, 2005, before me, a Notary Public in and for said state, personally appeared DON BREIDING and JODY BREIDING, doing business as Breiding Brothers, an Idaho Partnership, 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 seal the day and year in this certificate first above written.



Laverne Putnam
NOTARY PUBLIC FOR IDAHO
Residing at: American Falls
Comm. expires: 1-22-07

FOR VALUABLE CONSIDERATION, the undersigned Sellers agree to sell and convey to the Purchasers the above-described property on the terms and conditions hereinabove stated.

DATED: This 28 day of ~~October~~, 2005.
November

SELLERS

Larry Allsberry
LARRY ALLSBERRY

Bertha Allsberry
BERTHA ALLSBERRY

STATE OF Idaho)
County of Power)^{ss.}

On this 28 day of ~~October~~, 2005, before me, a Notary Public in and for said state, personally appeared **LARRY ALLSBERRY** and **BERTHA ALLSBERRY**, 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 seal the day and year in this certificate first above written.



Laverne Putnam
NOTARY PUBLIC FOR IDAHO
Residing at: American Falls
Comm. expires: 1-22-09

Paul S. Laggis

Attorney at Law

P.O. Box 419
20 Hillcrest Avenue
American Falls, Idaho 83211-0419
(208) 226-2563
e-mail: plaggis@afwireless.net

11/4/5

AGREEMENT TO PURCHASE

RECEIVED FROM DON BREDDING and JODY BREDDING, doing business as Bredding Brothers, an Idaho partnership, of American Falls, Power County, Idaho, hereinafter referred to as "Purchasers", the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) to be deposited into the account of LARRY ALLSBERRY and BERTHA ALLSBERRY, husband and wife, as a deposit and earnest money in partial payment of the purchase price of the following described real property situated in Power County, State of Idaho, to-wit:

(Field BB10)

The N $\frac{1}{4}$ NW $\frac{1}{4}$, Section 22, Township 7 South, Range 29 E.B.M., and,
The N $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 22, Township 7 South, Range 29 E.B.M., and,
The N $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 22, Township 7 South, Range 29 E.B.M., Power County, Idaho, containing approximately 112.9 farmable acres, including all water rights appurtenant thereto.

1. It is hereby agreed that Purchaser shall pay to Seller the sum of THREE THOUSAND and NO/100 DOLLARS per farmable acre for a total purchase price of THREE HUNDRED THIRTY-EIGHT THOUSAND SEVEN HUNDRED and NO/100 DOLLARS (\$338,700.00), payable as follows: The entire purchase price in the sum of THREE HUNDRED THIRTY-EIGHT THOUSAND SEVEN HUNDRED and NO/100

DOLLARS (\$338,700.00), less any earnest money received by Sellers from Purchasers, which shall be paid at closing by cash or certified funds made payable to Sellers.

- a. Recording fees, legal document preparation fees, title company document preparation fees and closing fees shall be paid by Purchaser.
- b. Closing shall be on or before January 15, 2006. The closing agent shall be as agreed between the parties.
- c. Seller shall provide a policy of title insurance to Purchaser and shall be responsible for all costs associated therewith.
- d. Purchaser may take possession of the real property on or after closing.

e. Allocation of Value:

Real Property:	\$273,782.00
Irrigation System:	\$ 64,918.00
Total	\$338,700.00

2. The real property and personal property, the subject matter of this agreement, is sold in an "AS IS" condition without warranty as to its condition or repair.

3. The real property is to be conveyed by Warranty Deed, free and clear of all encumbrances, save and except building and use restrictions, rights-of-way and easements and reservations in federal patents and State deeds.

4. The Purchasers shall pay all taxes and assessments prorated from the date of possession, and for all years thereafter; the Sellers shall pay all taxes and assessments prorated to the date of possession. Rents, insurance and interest on mortgage or contract indebtedness shall be prorated to the date of closing. Encumbrances to be discharged by Sellers may, at their option, be paid out of the purchase money at the date of closing.

5. If Sellers do not approve this sale within three (3) days hereafter, or if Sellers' title is not good and marketable, merchantable and insurable and cannot be made so within a reasonable time after written notice containing statement of defects is delivered to Sellers, then all rights and obligations of Purchaser shall be terminated, and any and all earnest money paid hereunder refunded to Purchaser, unless Purchaser waives said defects and elects to purchase; but if said sale is approved by the Sellers and Sellers' title is

merchantable and Purchaser neglects or refuses to complete the purchase or fails to pay the purchase price as hereinabove provided, then any earnest money paid hereunder shall be forfeited to the Sellers as liquidated damages and not as a penalty and this Agreement thereupon shall be of no further force or effect.

6. The parties enter into this Agreement in full reliance upon their independent investigation and judgment, accept the property as it is and agree that there are no verbal or other agreements that modify or affect this Agreement.

7. Time is of the essence in this agreement. Purchaser's rights herein are not assignable without the written consent of the Sellers.

8. Transfer of all water rights appurtenant to the subject property shall be the responsibility of Purchaser and Seller shall execute any and all documents necessary to complete this process.

WE HEREBY AGREE to purchase, the above-described property and pay the sum of \$338,700.00 for the same as set forth above, this 28 day of ~~October~~, 2005.

PURCHASERS:

November

BREDDING BROTHERS

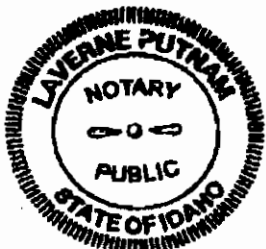

DON BREDDING


JODY BREDDING

STATE OF IDAHO)
)ss.
County of Power)

On this 28 day of ~~October~~, ^{November} 2005, before me, a Notary Public in and for said state, personally appeared DON BREDDING and JODY BREDDING, doing business as Bredding Brothers, an Idaho Partnership, 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 seal the day and year in this certificate first above written.




NOTARY PUBLIC FOR IDAHO
Residing at: American Falls
Comm. expires: 1-22-09

FOR VALUABLE CONSIDERATION, the undersigned Sellers agree to sell and convey to the Purchasers the above-described property on the terms and conditions hereinabove stated.

DATED: This 28 day of ~~October~~, 2005.
November

SELLERS

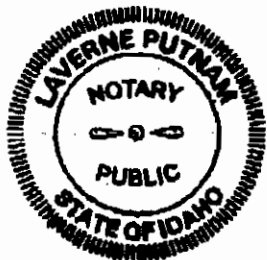
Larry Allsberry
LARRY ALLSBERRY

Bertha Allsberry
BERTHA ALLSBERRY

STATE OF Idaho)
)ss.
County of Power)

November
On this 28 day of ~~October~~, 2005, before me, a Notary Public in and for said state, personally appeared LARRY ALLSBERRY and BERTHA ALLSBERRY, 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 seal the day and year in this certificate first above written.



Laverne Putnam
NOTARY PUBLIC FOR IDAHO
Residing at: American Falls
Comm. expires: 1-22-07

