

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

RECEIVED

APR 23 2007

Department of Water Resources
Eastern 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
31-4090	~~31-4090~~				

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) Milburn NAWKEL
4. New Owner/Claimant(s) Kamleh Roundy
- Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 2527 N 665 E
- City, State and ZIP Code Montevideo Id. 83435
- New Telephone Number (208) 657-2313
5. Date you acquired the property ~~8-2-97~~ 9/16/1999

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) Kamlal Rourdy
(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 \$ 25 -
Receipted by <u>jc</u>	Date <u>4-24-07</u>	Receipt No. <u>E 032812</u>
Processed by _____	AJ Date _____	WR _____ Date _____

RECEIVED

APR 23 2007

Department of Water Resources
Eastern Region

ADDENDUM TO CONTRACT OF SALE

THIS ADDENDUM TO THE *CONTRACT OF SALE* entered into this ____ day of April, 2007, between Milburn Hawker, Jr. and Lois Hawker, husband and wife ("Seller"), of and Kamlah F. Roundy and Janey H. Roundy, husband and wife ("Buyer").

RECITALS

The parties recite and declare:

A. Seller and Bryson Roundy and Christine H. Roundy, entered into the *Contract of Sale* on March 31, 1990 for the purchase and sale of real property ("The Contract of Sale") situated in Jefferson County, Idaho to-wit:

The Southeast Quarter of Section 19 and the Southwest Quarter of Section 20, all in Township 8 North, Range 34, East of the Boise Meridian.

Subject to easements, if any, of record or in existence for roads, streets, ditches, canals, pipelines and utilities.

Subject to restrictive covenants, if any, of record.

Together with any and all water and water rights, ditch and ditch rights appurtenant thereto.

(Hereinafter "the Property.")

B. On or about July 13, 1999, Bryson Roundy and Christine Roundy defaulted on the terms of the *Contract of Sale*.

C. On or about November 2, 1999, Sellers signed a *Consent to Assignment* which allowed Bryson and Christine Roundy to assign their interest and obligations under the *Contract of Sale* to the current Buyer.

D. Buyer has installed irrigation pivots on the Property for farming purposes.

E. Seller now desires to transfer the water rights for the Property into Buyer's name while maintaining a security interest in the water rights until completion of Buyer's obligations under the *Contract of Sale*.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller and Buyer hereby agree as follows:

1. The water rights for the Property will be transferred into Buyer's name, subject to Seller's security interest in the water rights pending the fulfillment of Buyer's obligations under the *Contract of Sale*.
2. Seller shall retain a security interest in the water rights for the Property to ensure compliance with the terms of the *Contract of Sale*.
3. Buyer agrees to not transfer or sell the water rights without notice to Seller and Seller's prior written consent.
4. Upon payment in full under the *Contract of Sale*, Buyer shall take the water rights for the Property free of any security interest.
5. The remaining terms of the *Contract of Sale* shall remain of full force and effect.

IT IS SO AGREED.

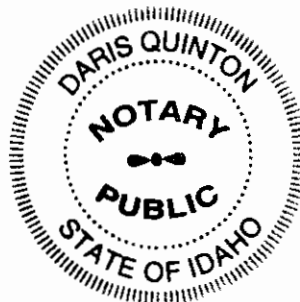
Seller: Milburn Hawker

Milburn Hawker
STATE OF IDAHO)

COUNTY OF *Jefferson*) SS.

On this 20th day of April, 2007, before me the undersigned, a Notary Public in and for said State, personally appeared Milburn Hawker, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the within instrument.

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



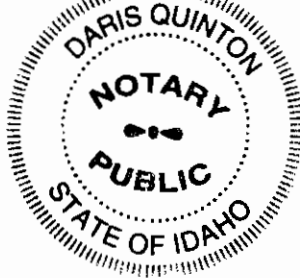
Daris Quinton
Notary Public
Residing at: *Montevideo ID*
Commission Expires: *9/8/08*

Lois E Hawker
Seller: Lois E. Hawker

STATE OF IDAHO)
) SS.
COUNTY OF Jefferson)

On this 20th day of April, 2007, before me the undersigned, a Notary Public in and for said State, personally appeared Lois E. Hawker, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the within instrument.

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



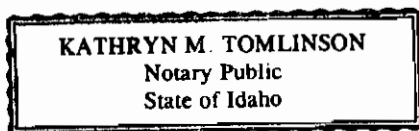
Daris Quinton
Notary Public
Residing at: Montevideo Idaho
Commission Expires: 9/8/08

Kamlah Roundy
Buyer: Kamlah Roundy

STATE OF IDAHO)
) SS.
COUNTY OF Jefferson)

On this 18 day of April, 2007, before me the undersigned, a Notary Public in and for said State, personally appeared Kamlah Roundy, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the within instrument.

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



Kathryn M Tomlinson
Notary Public
Residing at: Terrace, ID
Commission Expires: 9-4-09

Buyer: Janey H. Roundy

STATE OF IDAHO

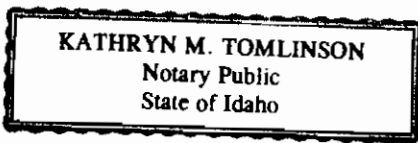
)

: SS.

)

On this 19 day of April, 2007, before me the undersigned, a Notary Public in and for said State, personally appeared Janey H. Roundy, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the within instrument.

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



Kathryn M. Tomlinson
Notary Public
Residing at: Terreton, ID
Commission Expires: 9-4-09

CONTRACT OF SALE

THIS AGREEMENT, Made and entered March ____, 1990, by and between MILBURN HAWKER, JR. and LOIS E. HAWKER, husband and wife, of 1052 East 2600 North, Montevue, ID 83435, hereinafter called "Seller" and W. BRYSON ROUNDY and CHRISTINE H. ROUNDY, husband and wife, of 2525 N. 665 E., Box 2257, Montevue, ID 83435, hereinafter called "Buyer,"

WITNESSETH:

1. Property.

Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions herein specified, the following described real property situated in Jefferson County, Idaho to-wit:

The Southeast Quarter of Section 19 and the Southwest Quarter of Section 20, all in Township 8 North, Range 34, East of the Boise Meridian.

Subject to easements, if any, of record or in existence for roads, streets, ditches, canals, pipelines and utilities.

Subject to restrictive covenants, if any, of record.

Together with any and all water and water rights, ditch and ditch rights appurtenant thereto.

Together with all and singular the other tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining.

2. Price.

Buyer shall pay Seller for said property a purchase price of \$116,755.00, payable as follows:.

The sum of \$20,000.00 cash paid on or before the execution hereof, receipt of which is hereby acknowledged.

The balance of \$96,755.00 principal plus accruing interest on the unpaid balance at the rate of eleven percent (11%) per annum from April 1, 1990, until paid, shall be payable by Buyer direct to Seller as follows:

In twenty (20) equal annual amortized installments of principal and interest, each in the sum of \$12,150.50, with the first installment due and owing on April 1, 1991, and a like payment on the 1st day of April in each year thereafter, until April 1, 2010, when all principal and interest shall have been paid in full.

All payments shall be applied first to accrued interest and the balance to principal.

Buyer may only make additional payments with the consent of the Seller, and any advance payments shall not excuse Buyer from making the regular installments required by this contract, unless by consent of Seller.

3. Possession.

Buyer is granted immediate possession of the premises.

4. Maintenance.

The Buyer agrees that he will, at his own expense, maintain said premises in good condition, order and repair during the life of this contract, reasonable wear and tear excepted.

5. Taxes.

Seller shall pay all of the 1989 and all prior taxes and assessments levied and assessed against the premises, and

CONTRACT OF SALE - Page 2
4132A

Buyer shall pay all of the 1990 and all subsequent taxes and assessments levied and assessed against the premises when the same are due and payable and before the same shall become delinquent.

6. Deed and Title Insurance.

Seller agrees that upon receiving payment in full of the contract, he will execute and deliver to Buyer a good and sufficient Warranty Deed to the above described premises, free from all encumbrances except any assumed by or placed thereon by Buyer.

Upon payment in full of the contract, and simultaneously with the payment of the final payment, Seller shall furnish Buyer with a policy of title insurance, insuring such title subject to the standard printed exceptions, and any liens placed or allowed thereon by Buyer.

7. Default Remedies.

Time and punctuality of payment are the essence and material part of this contract; and in the event Buyer shall default in the performance of the terms of this agreement, Seller may cause notice in writing to be given to Buyer, specifying the matters in which such default occurred. The notice shall be served upon Buyer by depositing the same in any United States Post Office, addressed to Buyer at 2525 N. 665 E., Box 2257, Montevue, ID 83435, certified mail, postage prepaid, and such notice shall be deemed served upon its deposit in the post office as aforesaid. If Buyer shall fail

to cure such default within thirty days after the service of such notice as aforesaid, then Seller may elect to:

A. Declare the entire unpaid balance on the contract, including principal, interest, taxes, assessments, attorneys' fees, and any other sums owing Seller to be immediately due and owing, and

B. Elect to either:

(1) Bring suit to establish the balance owing hereunder as a debt due by Buyer to Seller, and to foreclose this contract as a real estate mortgage securing said debt, in accordance with the laws of the State of Idaho relating to the foreclosure of real estate mortgages, including the right to a deficiency judgment; no notice to Buyer of election to pursue this remedy is required prior to suit, or,

(2) Declare this contract to be terminated due to said default. In that event this contract shall be immediately terminated, and Buyer shall forfeit all rights to said premises, and all payments made hereon shall be retained by Seller as liquidated damages for the breach of this contract. In that event Buyer agrees to immediately surrender possession of the premises, and any improvements made thereon shall attach to and become a part of the real property, and shall be retained as liquidated damages. If notice of election of this remedy is not given in the notice of default, then an additional certified mail notice of the election to terminate the contract shall be given, and Buyer agrees to immediately vacate the premises upon receipt of the notice, and

C. To pursue any other remedy in law or equity to enforce the performance of this contract, or to recover damages for the breach thereof.

8. Attorneys' Fees.

In the event either party hereto shall be required to employ an attorney for the enforcement of this contract, with or without suit, the defaulting party agrees to pay the prevailing party's reasonable attorneys' fees. In the event of default by Buyer, Buyer agrees to pay attorneys' fees of Seller in issuing notice of default, or otherwise enforcing the contract, without suit.

9. Binding Effect.

This agreement is not only binding upon the parties hereto, but upon their respective successors, heirs, administrators and assigns.

The terms "Seller" and "Buyer" shall be construed, as used herein, to include the actual parties hereto.

10. Legal Representation.

RIGBY, THATCHER, ANDRUS, RIGBY & KAM, Chartered, have served as attorneys for the Seller in this transaction.

Buyer has been invited to seek his own legal counsel in this matter, and shall pay his own fees for that counsel.

11. Inspection; Disclaimer of Warranty.

Buyer covenants that he has thoroughly and carefully inspected the premises, and all parts and portions of the property included in this sale, and accepts the same on an "as is" basis so far as the condition thereof is concerned. ANY WARRANTY AS TO CONDITION OF ANY PROPERTY IS EXPRESSLY DISCLAIMED.

In executing this contract, Buyer has relied solely upon information and knowledge obtained from such personal inspection and investigation of said property, and Buyer also acknowledges that no agent or employee of Seller has any power or authority to make any warranties, agreements, or representations as to said property which are not contained in this contract, and it is further understood and agreed that this contract constitutes the whole agreement between the parties hereto and that no warranties, agreements, or

representations have been made or shall be binding upon the Seller unless the same are set forth herein; Buyer further agrees to maintain said property, buildings and improvements in as good condition as the same are now in, damage by fire and reasonable wear and depreciation excepted.

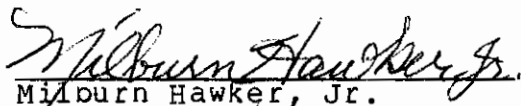
12. Transfer Restricted.

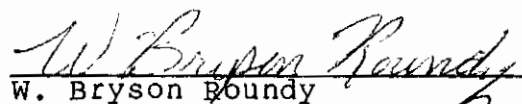
It is expressly agreed that no sale of the premises or any assignment of this contract shall be valid or binding unless the same is in writing and has been approved in writing by Seller, and Buyer agrees that he shall not mortgage said premises nor allow any liens upon same without the written permission of Seller. Provided, however, consent to assignment of this contract or sale of the premises to responsible parties shall not be unreasonably withheld.

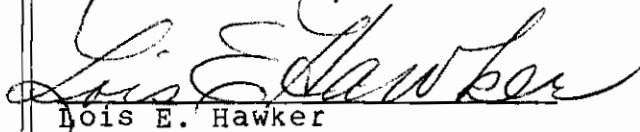
IN WITNESS WHEREOF, the parties have executed this contract.

"SELLER"

"BUYER"


Milburn Hawker, Jr.


W. Bryson Roundy


Lois E. Hawker


Christine H. Roundy

STATE OF IDAHO)
) ss.
County of T Jefferson .)

On this 31st day of March, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared MILBURN HAWKER, JR. and LOIS E. HAWKER, 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 affixed my official seal the day and year in this certificate first above written.

Kevin Christensen
Notary Public for Idaho
Residing at: Teton, Idaho
My Commission expires: 11-30-93

STATE OF IDAHO)
County of Teton .) ss.

On this 31st day of March, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared W. BRYSON ROUNDY and CHRISTINE H. ROUNDY, 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 affixed my official seal the day and year in this certificate first above written.

Shauna Bare
Notary Public for Idaho
Residing at: Mad Lake, Idaho
My Commission expires: 5/24/96

NOTICE OF DEFAULT

TO: W. Bryson Roundy and Christine H. Roundy
2525 N. 665 E.
Box 2257
Monteview, ID 83435

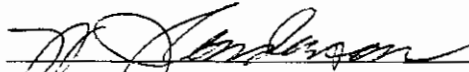
You are hereby notified that there is a default in the terms and conditions of a Contract of Sale dated March 1990, acknowledged March 31, 1990, between Milburn Hawker, Jr. and Lois E. Hawker, husband and wife, as Sellers and W. Bryson Roundy and Christine H. Roundy, husband and wife, as Buyers. Default consists of the following:

1. Failure to make the payment due of \$12,150.50 on April 1, 1999; and
2. Failure to make the full payment on April 1, 1998, with a deficiency in the payment of \$2,249.00.

You are further notified that pursuant to the terms of the Contract, you have thirty (30) days from the date of the deposit of this Notice in the United States Post Office, addressed to you at your address of 2525 N. 665 E., Box 2257, Monteview, Idaho 83435, to cure such default or the Sellers may at their election pursue such remedies as are provided under the terms of the Contract.

Your payment of all delinquencies should be made within the thirty (30) day period to Mr. and Mrs. Hawker at their address of 1052 E. 2600 N., Monteview, Idaho 83435.

DATED this 13th day of July, 1999.



W. J. ANDERSON of
Anderson Nelson Hall Smith, P.A.
Attorneys for Sellers Milburn Hawker, Jr. and
Lois E. Hawker

490 MEMORIAL DRIVE

P.O. Box 51630

IDAHO FALLS, IDAHO 83405

CONSENT TO ASSIGNMENT

As seller in the Contract between the undersigned, Milburn Hawker, Jr., and Lois E. Hawker, husband and wife, hereby consent to the assignment by the buyer, W. Bryson Roundy and Christine H. Roundy, husband and wife, to Kamlah F. Roundy and Janey H. Roundy, husband and wife, of all of the assignors' right, title and interest in and to said contract and the real estate described below.

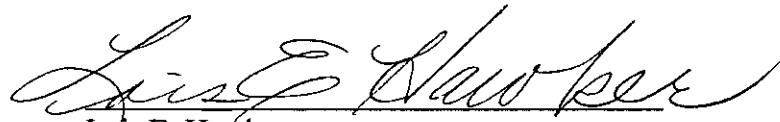
The Southeast Quarter of Section 19 and the Southwest Quarter of Section 20, all in Township 8 North, Range 34, East of the Boise Meridian.

Subject to easements, if any, of record or in existence for roads, streets, ditches, canals, pipelines and utilities.

Subject to restrictive covenants, if any, of record.

Together with any and all water and water rights, ditch and ditch rights appurtenant thereto.

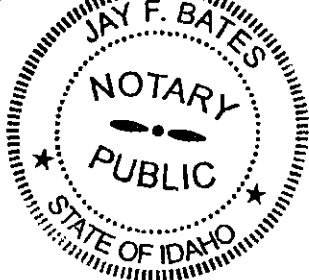

Milburn Hawker, Jr.

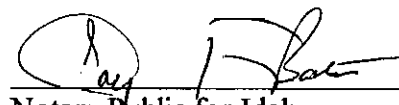

Lois E. Hawker

STATE OF IDAHO)
 :SS
COUNTY OF JEFFERSON)

On this 2^d day of ~~August~~ ^{NOVEMBER}, 1999, before me, a Notary Public for the State of Idaho, personally appeared MILBURN HAWKER, JR., and LOIS E. HAWKER, husband and wife, known or identified 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 set my hand and affixed my official seal the day and year first above written.




Notary Public for Idaho
Residing at: Idaho Falls
Commission Expires: 10/30/99
10/30/2005

QUITCLAIM DEED

For Value Received W. BRYSON ROUNDY and CHRISTINE H. ROUNDY, husband and wife, of 2525 North 665 East, Box 2257, Montevue, ID 83435, for and in consideration of Ten and No/100 (\$10.00) Dollars, receipt of which is hereby acknowledged, do hereby convey, release, remise and forever quit claim unto KAMLAH F. ROUNDY and JANEY H. ROUNDY, of 2527 North 665 East, Montevue, ID 83435, the following described premises situated in Jefferson County, Idaho, to-wit:

The Southeast Quarter of Section 19 and the Southwest Quarter of Section 20, all in Township 8 North, Range 34, East of the Boise Meridian.

Subject to easements, if any, of record or in existence for roads, streets, ditches, canals, pipelines and utilities.

Subject to restrictive covenants, if any, of record.

Together with any and all water and water rights, ditch and ditch rights appurtenant thereto.

Subject to an existing Contract of Sale dated March of 1990 by and between MILBURN HAWKER, JR., and LOIS E. HAWKER, husband and wife, of 1052 East 2600 North, Montevue, ID 83435, and the Grantors.

DATED: August 27, 1999.

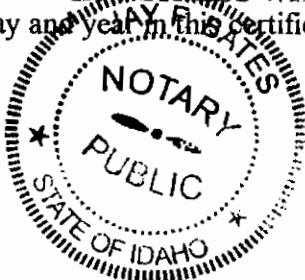
W Bryson Roundy
W. Bryson Roundy

Christine Roundy
Christine Roundy

STATE OF IDAHO)
) ss.
COUNTY OF JEFFERSON)

On this 27th day of August, 1999, before me, a Notary Public in and for said State, personally appeared W. BRYSON ROUNDY and CHRISTINE ROUNDY, 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 affixed my official seal, the day and year in this certificate first above written.



Clay T. Bales
NOTARY PUBLIC FOR IDAHO
Residing at: Idaho Falls, ID
My Commission Expires: 10-30-99

ACCEPTANCE

The undersigned, the Assignees named in the foregoing Assignment, hereby accept the same and undertake and agree to perform the covenants and obligations of the Contract of Sale therein referred to.

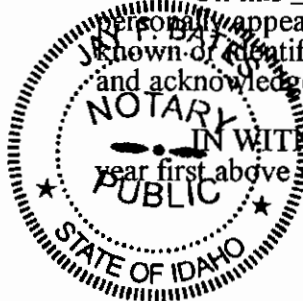
Kamlah F. Roundy
Kamlah F. Roundy, Assignee

Janey H. Roundy
Janey H. Roundy, Assignee

STATE OF IDAHO)
 :SS
COUNTY OF JEFFERSON)

On this 27th day of August, 1999, before me, a Notary Public for the State of Idaho, personally appeared W. BRYSON ROUNDY and CHRISTINE H. ROUNDY, husband and wife, known or identified 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 set my hand and affixed my official seal the day and year first above written.



Day F. Bates
Notary Public for Idaho
Residing at: Idaho Falls
Commission Expires: 10/30/99

STATE OF IDAHO)
 :SS
COUNTY OF JEFFERSON)

On this 16th day of September, 1999, before me, a Notary Public for the State of Idaho, personally appeared KAMLAH F. ROUNDY and JANEY H. ROUNDY, known or identified 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 set my hand and affixed my official seal the day and year first above written.



Day F. Bates
Notary Public for Idaho
Residing at: Idaho Falls
Commission Expires: 10/30/99

ASSIGNMENT

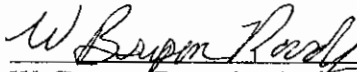
In consideration of the sum of Ten and No/100 Dollars, (\$10.00), paid to them, the receipt of which is acknowledged, and other valuable consideration, the undersigned, hereinafter referred to as Assignors, hereby sell, transfer, set over, confirm, and assign to KAMLAH F. ROUNDY and JANEY H. ROUNDY, hereinafter referred to as Assignees, all right, title, and interest of Purchasers in and under that certain Contract of Sale for real property entered into in March of 1990, between MILBURN HAWKER, JR., and LOIS E. HAWKER, husband and wife, as Sellers, and the undersigned as Purchaser. Assignors further hereby assign, transfer, and set over to Assignees all right, title, and interest of Assignors in the real property described in the Contract of Sale, situated in the County of Jefferson, State of Idaho. This assignment includes all payments heretofore made by the undersigned under the Contract of Sale, which payments are covered by the consideration paid for this Assignment. Reference is hereby made to the Contract of Sale for the description of the real property and the other particulars thereof.

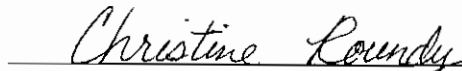
Assignors fully authorize and empower Assignees to demand and receive, on performance of all the covenants and conditions of Purchaser under the Contract of Sale, the deed conveying such real property, in the same manner and to the same extent as Assignors could do in the absence of this assignment.

In consideration of the assignment made to him, Assignees assume and agree to pay the balance remaining due on the purchase price of the property, which balance is the sum of One Hundred Twenty-one Thousand Five Hundred and 71/100 (\$121,500.71), as provided in the Contract of Sale; and to perform all other obligations of the Purchaser under the Contract of Sale and indemnify Assignors against all claims of Sellers thereunder.

The Sellers referred to above, are the present holders of the Contract of Sale and the owners of the real property therein described. Consent is required to this Assignment, and such consent will be obtained by a separate instrument.

EXECUTED IN TRIPLICATE this 27 day of August, 1999.


W. Bryson Roundy, Assignor


Christine Roundy, Assignor

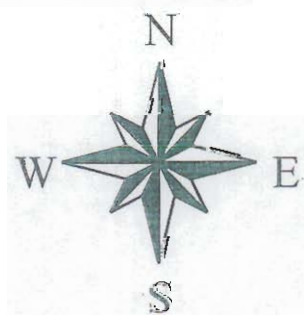
T08N R34E Section 19 SE 1/4
T08N R34E Section 20 SW 1/4
Owner: Milburn Hawker

* Per 2005 County Parcel data



-  Irrigated area without water rights
Potential unauthorized use
-  Sections
-  Quarter-Quarter Sections
-  Water rights place of use

Imagery: 6/24/2006 Aerial Photo



0.3 0 0.3 0.6 Miles

