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Documents

In File

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)
Case No. 39576)
_____)

PARTIAL DECREE PURSUANT TO I.R.C.P. 54(b) FOR
Water Right 35-12817
1997 NOV 28 PM 3:27
DISTRICT COURT-SEDA
TWIN FALLS, IDAHO
FILED _____

NAME & ADDRESS: BEN F KOPP
2804 VOLLMER LOOP
AMERICAN FALLS ID 83211

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 10/01/1973

POINT OF DIVERSION: T07S R29E S28 NESW Within POWER County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	DOMESTIC 1 HOME	01-01 12-31	0.04 CFS
	ALSO USED IN SHOP		

PLACE OF USE: DOMESTIC Within POWER County
T07S R29E S28 NESW

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

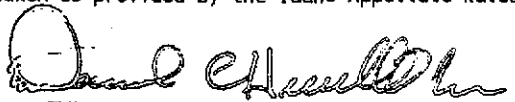
DATED:


DANIEL C. HURLBUTT, JR.
PRESIDING JUDGE
Snake River Basin Adjudication

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

DATED:


DANIEL C. HURLBUTT, JR.
PRESIDING JUDGE
Snake River Basin Adjudication

PARTIAL DECREE PURSUANT TO I.R.C.P. 54(b)
Water Right 35-12817

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OCT 15 2002

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DEC 16 1996

PAGE 1
OCT-21-1997



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

October 8, 2002

SHERMAN KOPP
PHYLLIS KOPP
3975 WAPI RD
AMERICAN FALLS ID 83211

RE: Change of Ownership for Decreed Water Right 35-12817

Dear Mr. & Mrs. Kopp:

Our letter of September 5, 2000 (copy enclosed) requesting a legal description that matches our records, remains unanswered. Therefore, I am returning the ownership change request and all support documentation. A copy of your ownership change information will be kept in our files for reference.

If, at a later date, you wish to reinstate this request you may send the enclosed ownership change request form along with the required proof of ownership, legal description and we will be happy to complete the request for you.

If you have any questions regarding this matter, please call me at 208-327-7941.

Sincerely,

Kari Lynn Townsend
Secretary

KLT:k

Enclosures

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

RECEIVED

FEB 09 1999

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 or Adjudication Claim No(s): A3502612, A3502845, A3508574 *OK*
2. The following **REQUIRED** information must be submitted with this form: *Domestic - 35-12617 - partially decreed.*
 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.**
Legal does not match deeds.
AND
 B. **PLAT OF PROPERTY** or **SURVEY MAP** for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
OR
 C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency **AERIAL PHOTO** with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant Ben Kopp, Beatrice Kopp
741 Bennett Av., American Falls, ID 83211
4. New Owner/Claimant(s) Sherman Kopp, Phyllis Kopp
 Name Connector (Check one): ☐ and, ☐ or, ☒ and/or
 New Mailing Address 3975 Wapi Rd
 City, State and ZIP Code American Falls, ID 83211
 New Telephone Number (208) 226-7279
5. Date you acquired the property 8-9-94
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 you irrigate _____ Number and type of stock _____
- Diversion rate in CFS _____ Number of homes _____ Other uses _____
- 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 or Claimant(s) Sherman Kopp
Phyllis Kopp
- Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign this form.
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney. If you wish IDWR to correspond with him or her for all matters related to your claims.

COPY

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OCT 13 2002

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162284

Instrument #	8
Date	3:00 PM
By	Banner & Foggia
SEP 29 1994	
POWER COUNTY AM FALLS	
S. SCHREIBER	
BY	Maureen Schreiber
DEPUTY	Pd. 184

REAL ESTATE AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of August, 1994, by and between BEN F. KOPP and BEATRICE A. KOPP, husband and wife, of American Falls, Power County, Idaho, hereinafter referred to as "Sellers"; and SHERMAN L. KOPP and PHYLLIS K. KOPP, husband and wife, of American Falls, Power County, Idaho, hereinafter referred to as "Purchaser";

WITNESSETH;

For and in consideration of the mutual covenants and agreements hereinafter contained, to be kept and performed by the parties hereto, Sellers hereby agree to sell to Purchaser and Purchaser covenants and agrees to purchase from Sellers the following described real and personal property situate in the County of Power, State of Idaho, listed and described as the SW $\frac{1}{4}$ SE $\frac{1}{4}$ in Section 21 and the NW $\frac{1}{4}$ NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ NW $\frac{1}{4}$ in Section 28, all in Township 7 South, Range 29 E.B.M.

That the real property described above and the purchase price hereinafter set out has been established by an "ingross" method rather than as a specific sale by the acre, and the Purchaser receives the real property encompassed within the foregoing description and existing boundaries in exchange for the purchase price hereinafter set out.

PURCHASE PRICE: It is agreed by and between the parties hereto that the purchase price of the real property described in this Agreement being sold by Sellers to the Purchaser and being purchased from the Sellers by the Purchaser amounts to the total sum of TWO HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$240,000.00) to be paid as follows:

a) Purchaser agrees to pay \$10,000 down payment upon execution hereof, and that the unpaid principal balance hereof will be paid in annual principal payments over a ten (10) year term. That said annual principal payments shall be in the amount of \$23,000.00 each and shall commence on June 1, 1995 and continue on the 1st day of each and every June thereafter until the entire unpaid principal balance has been paid in full.

(b) Any balance remaining as of June 1, 2004 shall be due and payable in full as a balloon payment.

PREPAYMENT: The parties agree that the Purchaser may prepay any portion or all of the unpaid balance hereof at anytime without penalty.

WAIVER OF TRUTH IN LENDING REQUIREMENTS: Purchaser understand that Sellers are not in the business of selling

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SEP 29 2002

real estate on a credit basis on a regular basis and is exempt from all federal and state disclosure requirements. Both Sellers and Purchaser agree to waive any applications of either of these laws to this transaction and consent to the closing without formal disclosures being provided either party under the aforementioned laws.

TAXES AND ASSESSMENTS: Sellers agree to pay and discharge any and all taxes or lawful assessments levied or assessed against the above-described property for the year 1993 and all previous years. Purchaser agrees to pay and discharge all such taxes and assessments for the year 1994 and all subsequent years.

Sellers agree that Purchaser shall have the right to protest or contest any assessments or levies for taxes and assessments upon the hereinbefore described real and personal property. In the event Purchaser so elects to protest or contest any such taxes or assessments, Purchaser shall immediately notify Sellers thereof in writing, and Sellers agrees that so long as Purchaser shall, in good faith, diligently pursue or contest said taxes, that Purchaser shall not be in default of this Agreement for any failure to pay said taxes or assessments pending final determination of said protest or contest upon the condition that Purchaser shall pay all such taxes and assessments immediately upon any final determination that said tax is due.

POSSESSION: Purchaser shall be entitled to the possession of the shop building on the above-described real property on and after June 1, 1994. Thereafter, Purchaser shall have the right to the possession of said property so long as Purchaser shall perform all of the terms and covenants and conditions of this Agreement and on the condition that the title to the real property described in this Agreement is retained by Sellers and shall remain in Sellers and that no legal or equitable title to the same, or any part thereof, shall pass to the Purchaser until Purchaser has fully performed all of the terms, covenants and conditions of this Agreement.

However, Sellers retain a non-exclusive right to retain a six year life estate in the home on the premises pending their finding a replacement home.

ALLOCATION OF VALUE: Sellers and Purchaser agree that the allocation of value between the real property and its improvements is as follows:

Growing crops	\$ _____
Improvements	\$ _____
Real Property	\$ _____

TITLE: Sellers represent and warrant title in fee simple, free from all claims or encumbrances, subject only to standard exception, easements, and rights of way of record. Sellers shall execute and cause to be delivered at the time final payment is received hereunder a good and sufficient Warranty Deed conveying to Purchaser the real property hereinabove described.

GROWING CROPS: Sellers also transfer to Purchaser all of their right, title and interest in and to the growing grain crop on the premises at the value listed herein.

WATER RIGHTS: All rights of Sellers in surface and groundwater irrigation water rights to this property are included in this sale by Sellers to Purchaser.

INSURANCE: Sellers agree that this sale is subject to the condition that Purchaser shall obtain and maintain in force for the duration of this agreement, a broad form property loss insurance policy insuring the property herein sold to Purchaser against loss due to fire and related casualties. Purchaser agrees that said policy shall include what is commonly referred to as "union mortgage clause" which will provide among other things, that any insurance or settlement check should be payable to Seller and to the Purchaser as their interest may appear. This policy of insurance shall also specify that the insurance shall not be invalidated by the act or neglect of the Purchaser nor by any foreclosure or other proceedings, or by any change in title or ownership of the property.

In the event of loss, the proceeds of said policy shall be applied, at the option of Sellers, to the repair or replacement of the asset or paid to the parties as their interest shall appear.

DEFAULT: Time and the prompt performance of each and every obligation of Purchaser is agreed to be of the essence of this contract, and should Purchaser fail or neglect to make any payment of principal, interest, or taxes and assessments, when due, and before they become delinquent, or fail or neglect to carry out any of the other terms and conditions of this Agreement to be performed by them, then this contract shall be in default, and upon a default occurring, Vendor, or his authorized agent, may cause to be prepared a written

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notice, in duplicate, addressed to Purchaser, calling attention to the matters then in default or on account of which a breach is claimed, and said notices shall be delivered to Purchaser 2804 Vollmer Loop, American Falls, Idaho, 83211. Purchaser shall have sixty (60) days from the date of mailing of said notice in which to make good matters in default of which a breach is claimed or to disprove the same.

FORBEARANCE: It is further expressly understood and agreed that acceptance by Sellers of any installment of the principal or interest, or of repayment of any taxes or premiums for insurance, after the same may have been past due or after Purchasers may have defaulted under this Agreement in any particular whatever, or any forbearance of any kind that may be granted or allowed by Sellers to Purchaser under this Agreement, shall not in any manner nor in anywise be deemed or construed as waiving or surrendering any of the conditions or covenants of this Agreement on any subsequent default that may be made by Purchaser.

OBLIGATIONS OF PURCHASER: It is also agreed that Purchaser shall use and occupy the premises for farming operations and shall operate the farm in a farmerlike manner in accordance with the usual manner of operating farms in the area where the farm is located and shall maintain property in at least as good of condition as when possession thereof was received by the Purchaser.

PUBLIC LIABILITY INSURANCE: The Purchaser agrees to maintain public liability insurance for personal injury and property damage pertaining to the premises in the minimum amount of \$500,000.00. Purchaser shall provide proof of such coverage within thirty (30) days of request by the Sellers.

SURVIVAL OF COVENANTS: All covenants and conditions of this Agreement are intended to survive the delivery by Sellers and acceptance of the Deed by Purchaser.

SEVERANCE AND VALIDITY: In the event any of the provisions of this Agreement, or any portion thereof, shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions hereunder shall remain in full force and effect and shall be in no way invalidated thereby.

ATTORNEY'S FEE: In the event of any suit or proceeding, by either party herein against the other party, in any way arising out of this Agreement or in attempting to enforce any right herein granted the losing party in any such suit or proceeding, with or without suit, shall pay the prevailing party the attorneys fees so incurred.

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GOVERNING LAW: The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of Idaho applicable to contracts made and performed in that State.

PREPARATION OF CONTRACT: Purchaser acknowledges that this contract was prepared by the attorney for Sellers and that the attorney for Sellers did not and does not represent Purchaser in connection with this transaction or the preparation of this Agreement. Purchaser is encouraged to seek independent legal counsel of his choosing to review the same prior to closing.

MAILING OF NOTICE: The notice of default required to be given by Sellers to Purchaser in the event of Purchaser's failure or neglect to perform the terms, covenants or conditions of this Agreement as hereinabove provided, shall be prepared in duplicate, a copy thereof to be retained by Sellers and a duplicate original shall be mailed to the Purchaser and notice shall be deemed to have been given Purchaser as of the date a copy of said notice is mailed to the Purchaser by certified mail duly placed in the United States mailed with sufficient postage thereof.

DEFAULT ATTORNEYS FEES: In the event that Sellers elects to hire an attorney to prepare the Notice of Default, Purchaser shall pay, in addition to any sums required to be paid to cure said default or in addition to any other performance required of Purchaser to cure said default, the cost of preparation of said default notice, and the cost to deliver said Notice of Default to the Purchaser, and the said default shall not be cured unless and until said costs are paid. The Notice of Default shall specify the amount of said costs.

COMPLETE AGREEMENT: The parties hereto agree that the terms, conditions, and covenants of this Agreement shall supercede all prior negotiations and agreements that there are not other agreements not contained in this Agreement and that this Agreement shall be and is the final expression of agreement between the parties and shall be controlling between the parties. No modification of this Agreement shall be valid unless it is first reduced to writing and executed by all parties hereto.

HEIRS AND ASSIGNS: The terms and conditions of this Agreement shall extend to and bind the heirs, successors, administrators, executors, and assigns of the respective parties hereto.

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EXECUTION: It is agreed that this Agreement is executed in duplicate, each to have the full force and effect of an original hereof.

CONSTRUCTION: The words, "Sellers" and "Purchaser" and the language of this instrument, where the singular is used, shall be construed as plural and be binding equally upon all such Sellers and Purchaser and in the case one or more are females, the masculine shall include the feminine.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

SELLERS

BEN F. KOPP
BEN F. KOPP
Beatrice A. Kopp
BEATRICE A. KOPP

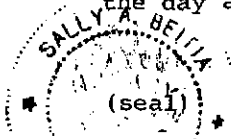
PURCHASER

SHERMAN L. KOPP
SHERMAN L. KOPP
Phyllis K. Kopp
PHYLLIS K. KOPP

STATE OF IDAHO)
County of Power) ss.

On this 9th day of August, 1994, before me, a Notary Public in and for said State, personally appeared BEN F. KOPP and BEATRICE A. KOPP, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me they executed the same.

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

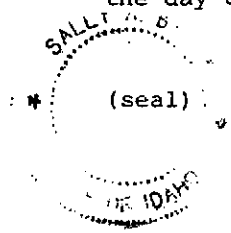


Sally A. Beitia
Notary Public for Idaho
Residing at: Am. Falls, ID

STATE OF IDAHO)
County of Power) ss.

On this 17th day of August, 1994, before me, a Notary Public in and for said State, personally appeared SHERMAN L. KOPP and PHYLLIS K. KOPP, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me they executed the same.

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



Sally A. Beitia
Notary Public for Idaho
Residing at: Am. Falls, ID

COPY

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REAL ESTATE AGREEMENT

Instrument #	8	Date	12:55 PM
Book #	Power County		
NOV 21 1994			
Power County AM FALLS			
SHERMAN L. KOPP			
DEPUTY			

THIS AGREEMENT, made and entered into this 9th day of August, 1994, by and between BEN F. KOPP and BEATRICE A. KOPP, husband and wife, of American Falls, Power County, Idaho, hereinafter referred to as "Sellers"; and SHERMAN L. KOPP, and PHYLLIS K. KOPP, husband and wife, of American Falls, Power County, Idaho, hereinafter referred to as "Purchasers";

WITNESSETH;

For and in consideration of the mutual covenants and agreements hereinafter contained, to be kept and performed by the parties hereto, Sellers hereby agree to sell to Purchasers and Purchasers covenant and agree to purchase from Sellers the following described real and personal property situate in the County of Power, State of Idaho, listed and described as the S1SW1 in Section 21, Township 7 South, Range 29 E.B.M.

That the real property described above and the purchase price hereinafter set out has been established by an "ingross" method rather than as a specific sale by the acre, and the Purchasers receive the real property encompassed within the foregoing description and existing boundaries in exchange for the purchase price hereinafter set out.

PURCHASE PRICE: It is agreed by and between the parties hereto that the purchase price of the real property described in this Agreement being sold by Sellers to the Purchasers and being purchased from the Sellers by the Purchasers amounts to the total sum of ONE HUNDRED TEN THOUSAND AND NO/100 DOLLARS (\$110,000.00), together with interest on the part of the purchase price remaining from time to time unpaid at the rate of six percent (6%) per annum from June 1, 1994:

a) Purchasers agree to pay \$30,000 down payment upon execution hereof, and that the unpaid principal balance hereof will be paid together with accrued interest in annual amortized payments over a ten (10) year term. That said annual amortized payments in the amount of \$10,869.60 shall commence on June 1, 1995 and continue on the 1st day of each and every June thereafter until the entire unpaid principal balance and all accrued interest has been paid in full.

(b) Any balance remaining as of June 1, 2009 shall be due and payable in full as a balloon payment.

All payments shall be first applied to accrued interest and the balance to reduction of principal as of the date of payment.

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PREPAYMENT: The parties agree that the Purchasers may prepay any portion or all of the unpaid balance hereof at anytime without penalty.

WAIVER OF TRUTH IN LENDING REQUIREMENTS: Purchasers understand that Sellers are not in the business of selling real estate on a credit basis on a regular basis and is exempt from all federal and state disclosure requirements. Both Sellers and Purchasers agree to waive any applications of either of these laws to this transaction and consent to the closing without formal disclosures being provided either party under the aforementioned laws.

TAXES AND ASSESSMENTS: Sellers agree to pay and discharge any and all taxes or lawful assessments levied or assessed against the above-described property for the year 1993 and all previous years. Purchasers agree to pay and discharge all such taxes and assessments for the year 1994 and all subsequent years.

Sellers agree that Purchasers shall have the right to protest or contest any assessments or levies for taxes and assessments upon the hereinbefore described real and personal property. In the event Purchasers so elects to protest or contest any such taxes or assessments, Purchasers shall immediately notify Sellers thereof in writing, and Sellers agrees that so long as Purchasers shall, in good faith, diligently pursue or contest said taxes, that Purchasers shall not be in default of this Agreement for any failure to pay said taxes or assessments pending final determination of said protest or contest upon the condition that Purchaser shall pay all such taxes and assessments immediately upon any final determination that said tax is due.

POSSESSION: Purchasers shall be entitled to the possession of the above-described real and personal property on and after June 1, 1994. Thereafter, Purchasers shall have the right to the possession of said property so long as Purchasers shall perform all of the terms and covenants and conditions of this Agreement and on the condition that the title to the real property described in this Agreement is retained by Sellers and shall remain in Sellers and that no legal or equitable title to the same, or any part thereof, shall pass to the Purchasers until Purchasers have fully performed all of the terms, covenants and conditions of this Agreement.

ALLOCATION OF VALUE: Sellers and Purchasers agree that the allocation of value between the real property and its improvements is as follows:

Improvements

\$ _____
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Growing crops
Real Property
TOTAL

\$ _____
\$ _____
\$ _____

TITLE: Sellers represent and warrant title in fee simple, free from all claims or encumbrances, subject only to standard exception, easements, and rights of way of record. Sellers shall execute and cause to be delivered at the time final payment is received hereunder a good and sufficient Warranty Deed conveying to Purchasers the real property hereinabove described.

GROWING CROPS: Sellers also transfer to Purchasers all of their right, title and interest in and to the growing grain crop on the premises at the value listed herein.

WATER RIGHTS: All rights of Sellers in surface and groundwater irrigation water rights to this property are included in this sale by Sellers to Purchasers.

INSURANCE: Sellers agree that this sale is subject to the condition that Purchasers shall obtain and maintain in force for the duration of this agreement, a broad form property loss insurance policy insuring the property herein sold to Purchasers against loss due to fire and related casualties. Purchasers agree that said policy shall include what is commonly referred to as "union mortgage clause" which will provide among other things, that any insurance or settlement check should be payable to Sellers and to the Purchasers as their interest may appear. This policy of insurance shall also specify that the insurance shall not be invalidated by the act or neglect of the Purchasers nor by any foreclosure or other proceedings, or by any change in title or ownership of the property.

In the event of loss, the proceeds of said policy shall be applied, at the option of Sellers, to the repair or replacement of the asset or paid to the parties as their interest shall appear.

DEFAULT: Time and the prompt performance of each and every obligation of Purchasers is agreed to be of the essence of this contract, and should Purchasers fail or neglect to make any payment of principal, interest, or taxes and assessments, when due, and before they become delinquent, or fail or neglect to carry out any of the other terms and conditions of this Agreement to be performed by them, then this contract shall be in default, and upon a default occurring, Sellers, or their authorized agent, may cause to be prepared a written notice, in duplicate, addressed to Purchasers, calling attention to the matters then in default or on account of

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which a breach is claimed, and said notices shall be delivered to Purchasers 3975 W Wapi Rd, American Falls, Idaho, 83211. Purchasers shall have sixty (60) days from the date of mailing of said notice in which to make good matters in default of which a breach is claimed or to disprove the same.

FORBEARANCE: It is further expressly understood and agreed that acceptance by Sellers of any installment of the principal or interest, or of repayment of any taxes or premiums for insurance, after the same may have been past due or after Purchasers may have defaulted under this Agreement in any particular whatever, or any forbearance of any kind that may be granted or allowed by Sellers to Purchasers under this Agreement, shall not in any manner nor in anywise be deemed or construed as waiving or surrendering any of the conditions or covenants of this Agreement on any subsequent default that may be made by Purchasers.

OBLIGATIONS OF PURCHASER: It is also agreed that Purchasers shall use and occupy the premises for farming operations and shall operate the farm in a farmerlike manner, in accordance with the usual manner of operating farms in the area where the farm is located and shall maintain property in at least as good of condition as when possession thereof was received by the Purchasers.

PUBLIC LIABILITY INSURANCE: The Purchasers agree to maintain public liability insurance for personal injury and property damage pertaining to the premises in the minimum amount of \$500,000.00. Purchasers shall provide proof of such coverage within thirty (30) days of request by the Sellers.

SURVIVAL OF COVENANTS: All covenants and conditions of this Agreement are intended to survive the delivery by Sellers and acceptance of the Deed by Purchasers.

SEVERANCE AND VALIDITY: In the event any of the provisions of this Agreement, or any portion thereof, shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions hereunder shall remain in full force and effect and shall be in no way invalidated thereby.

ATTORNEY'S FEE: In the event of any suit or proceeding, by either party herein against the other party, in any way arising out of this Agreement or in attempting to enforce any right herein granted the losing party in any such suit or proceeding, with or without suit, shall pay the prevailing party the attorneys fees so incurred.

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GOVERNING LAW: The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of Idaho applicable to contracts made and performed in that State.

PREPARATION OF CONTRACT: Purchasers acknowledge that this contract was prepared by the attorney for Sellers and that the attorney for Sellers did not and does not represent Purchasers in connection with this transaction or the preparation of this Agreement. Purchasers are encouraged to seek independent legal counsel of their choosing to review the same prior to closing.

MAILING OF NOTICE: The notice of default required to be given by Sellers to Purchasers in the event of Purchasers' failure or neglect to perform the terms, covenants or conditions of this Agreement as hereinabove provided, shall be prepared in duplicate, a copy thereof to be retained by Sellers and a duplicate original shall be mailed to the Purchasers and notice shall be deemed to have been given Purchasers as of the date a copy of said notice is mailed to the Purchasers by certified mail duly placed in the United States mailed with sufficient postage thereof.

DEFAULT ATTORNEYS FEES: In the event that Sellers elects to hire an attorney to prepare the Notice of Default, Purchasers shall pay, in addition to any sums required to be paid to cure said default or in addition to any other performance required of Purchasers to cure said default, the cost of preparation of said default notice, and the cost to deliver said Notice of Default to the Purchasers, and the said default shall not be cured unless and until said costs are paid. The Notice of Default shall specify the amount of said costs.

COMPLETE AGREEMENT: The parties hereto agree that the terms, conditions, and covenants of this Agreement shall supercede all prior negotiations and agreements that there are not other agreements not contained in this Agreement and that this Agreement shall be and is the final expression of agreement between the parties and shall be controlling between the parties. No modification of this Agreement shall be valid unless it is first reduced to writing and executed by all parties hereto.

HEIRS AND ASSIGNS: The terms and conditions of this Agreement shall extend to and bind the heirs, successors, administrators, executors, and assigns of the respective parties hereto.

COPY

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EXECUTION: It is agreed that this Agreement is executed in duplicate, each to have the full force and effect of an original hereof.

CONSTRUCTION: The words, "Sellers" and "Purchasers" and the language of this instrument, where the singular is used, shall be construed as plural and be binding equally upon all such Sellers and Purchasers and in the case one or more are females, the masculine shall include the feminine.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

SELLERS

BEN F. KOPP
BEN F. KOPP

BEATRICE A. KOPP
BEATRICE A. KOPP

PURCHASERS

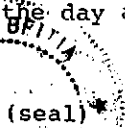
SHERMAN L. KOPP
SHERMAN L. KOPP

PHYLLIS K. KOPP
PHYLLIS K. KOPP

STATE OF IDAHO)
County of Power) ss.

On this 18th day of Oct. ~~August~~, 1994, before me, a Notary Public in and for said State, personally appeared BEN F. KOPP and BEATRICE A. KOPP, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me they executed the same.

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

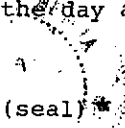


Paul A. Beitia
Notary Public for Idaho
Residing at: Am. Falls, ID

STATE OF IDAHO)
County of Power) ss.

On this Oct. day of August, 1994, before me, a Notary Public in and for said State, personally appeared SHERMAN L. KOPP, and PHYLLIS K. KOPP, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me they executed the same.

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



Paul A. Beitia
Notary Public for IDAHO
Residing at Am. Falls, ID

COPY

MICROFILMED

GIFT DEED

THIS INDENTURE is made this ____ day of July, 1998, by and between BEN KOPP and BEATRICE KOPP, husband and wife ("Grantor"), and SHERMAN L. KOPP and PHYLLIS KOPP, husband and wife ("Grantee"), whose address is 3975 W. Wapi Road, American Falls, ID 83211

W I T N E S S E T H:

Grantor, for and in consideration of the love and affection which Grantor has and bears unto Grantee, does hereby give, grant, and confirm unto Grantee a one-quarter interest in that certain real property located in Power County, Idaho, comprised of 80 acres and more particularly described as:

SW~~1~~⁴NE~~1~~⁴, NW~~1~~⁴SE~~1~~⁴, Section 28, Township 7 South, Range 29 E.B.M., Power County, Idaho.

TOGETHER WITH any and all appurtenances thereto;

SUBJECT TO easements, restrictions, conditions, reservations and encumbrances of record.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances, unto Grantee and his successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this Gift Deed the day and year first above written.

GRANTORS:

Ben F. Kopp
BEN KOPP

Beatrice Kopp
BEATRICE KOPP

STATE OF IDAHO)
) ss.
County of Power)

On this 20th day of July, 1998, before me the undersigned Notary Public in and for said State, personally appeared BEN KOPP and BEATRICE KOPP, 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 hereunto set my hand and seal the day and year in this certificate first above written.

(SEAL)

Sally A. Butta
NOTARY PUBLIC FOR IDAHO
Residing at: American Falls
Commission expires: 9-11-98

GIFTDEED.KOP

MICROFILMED

OCT 15 2002

COPY

GIFT DEED

THIS INDENTURE is made this ____ day of July, 1998, by and between BEN KOPP and BEATRICE KOPP, husband and wife ("Grantor"), and SHERMAN L. KOPP and PHYLLIS KOPP, husband and wife ("Grantee"), whose address is 3975 W. Wapi Road, American Falls, ID 83211

W I T N E S S E T H:

Grantor, for and in consideration of the love and affection which Grantor has and bears unto Grantee, does hereby give, grant, and confirm unto Grantee a one-quarter interest in that certain real property located in Power County, Idaho, comprised of 80 acres and more particularly described as:

SW~~1~~/~~4~~NE~~1~~/~~4~~, NW~~1~~/~~4~~SE~~1~~/~~4~~, Section 28, Township 7 South, Range 29 E.B.M., Power County, Idaho.

TOGETHER WITH any and all appurtenances thereto;

SUBJECT TO easements, restrictions, conditions, reservations and encumbrances of record.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances, unto Grantee and his successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this Gift Deed the day and year first above written.

GRANTORS:

Ben Kopp
BEN KOPP

Beatrice Kopp
BEATRICE KOPP

STATE OF IDAHO)
) ss.
County of Power)

On this 20 day of July, 1998, before me the undersigned Notary Public in and for said State, personally appeared BEN KOPP and BEATRICE KOPP, 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 hereunto set my hand and seal the day and year in this certificate first above written.

(SEAL)

Paul A. Britia
NOTARY PUBLIC FOR IDAHO
Residing At: American Falls
Commission expires: 9-11-98

GIFTDEED.KOP

MICROFILMED

OCT 15 2002

COPY

GIFT DEED

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IN WITNESS WHEREOF, Grantor has executed this Gift Deed the day and year first above written.

GRANTORS:

Ben F. Kopp
BEN KOPP

Beatrice Kopp
BEATRICE KOPP

STATE OF IDAHO)
) ss.
County of Power)

On this 20th day of July, 1998, before me the undersigned Notary Public in and for said State, personally appeared BEN KOPP and BEATRICE KOPP, 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 hereunto set my hand and seal the day and year in this certificate first above written.

(SEAL)

Julie A. Britia
NOTARY PUBLIC FOR IDAHO
Residing at: American Falls
Commission expires: 9-11-98

GIFTDEED.KOP

MICROFILMED

OCT 15 2002

COPY

GIFT DEED

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WITNESSETH:

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GRANTORS:

Ben F. Kopp
BEN KOPP

Beatrice Kopp
BEATRICE KOPP

STATE OF IDAHO)
) ss.
County of Power)

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

Deely A. Dittia
NOTARY PUBLIC FOR IDAHO
Residing at: American Falls
Commission expires: 9-11-98

(SEAL)

COPY

GIFTDEED.KOP

MICROFILMED

OCT 15 2002



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

September 5, 2000

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

SHERMAN KOPP
PHYLLIS KOPP
3975 WAPI RD
AMERICAN FALLS ID 83211

RE: Change of Ownership for Decreed Water Right 35-12817

Dear Mr. & Mrs. Kopp:

During our review of the information you included with the ownership change paperwork for the above listed water right we found some discrepancies in the information you submitted and what our database records show for the legal descriptions.

Our records indicate the place of use for this right as T07S, R29E, S28, NESW. The information you provided matches except for the $\frac{1}{4}$ $\frac{1}{4}$. I have enclosed a copy of the partial decree for your information.

Because we are unable to reconcile our records with the ownership change information you submitted, the paperwork you sent is being held pending receipt of matching information. We will be happy to process your request upon receipt of corrected information.

If you have any questions regarding this matter, please call me at 208-327-7941.

Sincerely,

A handwritten signature in cursive script, reading 'Kari Lynn Townsend'.

Kari Lynn Townsend
Secretary

KLT:k

Enclosure

MICROFILMED

OCT 15 2002

PAUL S. LAGGIS
ATTORNEY AT LAWRECEIVED
FEB 18 1999
Department of Water Resources
Eastern Region

FACSIMILE TRANSMITTAL SHEET

TO: Jennifer	FROM: Sally Beitia
COMPANY: IDWR	DATE: FEBRUARY 18, 1999
FAX NUMBER: 525-7177	TOTAL NO. OF PAGES INCLUDING COVER: 5
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
RE: BEN KOPP/SHERM KOPP	YOUR REFERENCE NUMBER:

☒ URGENT ☒ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

MICROFILMED

OCT 15 2002

HILLCREST AVE.
P. O. BOX 419
AMERICAN FALLS, ID 83211
(208) 226-2563 FAX (208) 226-2578



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, Idaho 83402-1718 - (208) 525-7161- Fax (208) 525-7177

EASTERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

February 18, 1999

RECEIVED

FEB 20 1999

Department of Water Resources

SHERMAN & PHYLLIS KOPP
3975 WAPI RD
AMERICAN FALLS ID 83211

RE: CHANGE OF OWNERSHIP FOR PARTIAL DECREE ~~35-12817~~

Dear Mr. & Mrs. Kopp:

On February 9, 1999 our office received the above-referenced request. I forwarded this request to our state office in Boise for processing. If you would like to follow-up on the status of this change, please contact the Allocations Bureau at (208) 327-7900.

Sincerely,

Jennifer Hoagland
Technical Records Specialist

MICROFILMED

OCT 15 2002