

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

RECEIVED**NOV 14 2005**

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
 Eastern Region

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
<u>21-11040</u>	_____	___	_____	_____	___
_____	_____	___	_____	_____	___
_____	_____	___	_____	_____	___
_____	_____	___	_____	_____	___
_____	_____	___	_____	_____	___

RECEIVED**NOV 30 2005**

DEPARTMENT OF
 WATER RESOURCES

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts. \$25-
- 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) MARIE Brower - Ralph Brower
Rt 1 Box OC
4. New Owner/Claimant(s) Ashton Idaho 83420
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address Dee Reynolds - Nikki Reynolds
 City, State and ZIP Code 1344 N 3550 E Ashton Idaho 83420
 New Telephone Number (208) 652-1740
5. Date you acquired the property Sept 23, 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) Lee M. Reynolds
(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 <u>\$25 -</u>
Receipted by <u>Km J</u>	Date <u>11/21/05</u>	Receipt No. <u>E031456</u>
Processed by _____	AJ Date _____	WR _____ Date _____

Microfilm No. 4300005
25 Day Oct 20 05
At 16:00 O'Clock M
ABBIE MACE
FREMONT CO RECORDER
Fee \$ Deputy
Recorded at Request of [Signature]

PERSONAL REPRESENTATIVE'S DEED

WHEREAS, Joseph Carpenter, hereinafter referred to as Grantor, of 5912 S. Willow Way, Greenwood Village, CO 80111 is the qualified Personal Representative of the Estate of Marjorie Brower, filed as Case Number CV-04-308 in Fremont County, Idaho; and

FURTHER, WHEREAS, Dee M. Reynolds and Nikki L. Reynolds, husband and wife whose mailing address is 1344 N 3550 E. Baker Road, Ashton, Idaho 83420, hereinafter referred to as Grantees, have purchased the following described real property for valuable consideration;

THEREFORE, for valuable consideration received, Grantor conveys to Grantees the following described real and personal property located in Fremont County, Idaho.

1972 VanDyke 24' x 60' mobile home LD. No. 9041 AND:

That portion of the NW1/4NE1/4 of Section 25, Township 9 North, Range 42 E.,B.M. Fremont County, Idaho, more particularly described as follows:

Beginning at a point 35 feet East of the Northwest corner of the Northwest Quarter of the Southeast Quarter of Section 25, Township 9 North, Range 42 E.,B.M. Fremont County, Idaho and running thence North 344 feet; thence East 114.5 feet; thence South 50°24'00" East, 741.00 feet; thence S 40°43'00" W along the Union Pacific Railroad right-of-way 70 feet; thence North 77°20'00" W 660 feet; thence North 20 feet to the point of beginning.

Together with Idaho Department of Water Resources Permit No. 21-11040 with a priority date of 1935 for .04 CFS.

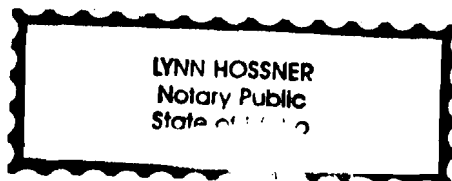
Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or appertaining, SUBJECT HOWEVER, to all easements and rights of way appearing on such premises or of record, reservations in favor of the United States or the State of Idaho.

EXECUTED this 26 day of September, 2005.

[Signature]
Personal Representative
Estate of Marjorie Brower

STATE OF IDAHO)
) ss.
County of Fremont)

On this 26 day of September, 2005, before me, the undersigned Notary Public in and for said state, personally appeared Joseph Carpenter, known to me to be the Personal Representative of the Estate of Marjorie Brower, and the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of the estate of Marjorie Brower.



[Signature]
Notary Public for Idaho
Residing at: Ashton, Idaho
Comm. Expires: 4/12/2010



REAL ESTATE PURCHASE & SALE AGREEMENT

Dee M. Reynolds and Nikki L. Reynolds, husband and wife whose mailing address is 1344 N 3550 E. Baker Road, Ashton, Idaho 83420, (hereinafter referred to as "Buyer"), agree to purchase and Joseph Carpenter, of 5912 S. Willow Way, Greenwood Village, CO 80111, Personal Representative of the Estate of Marjorie Brower, filed as Case Number CV-04-308 in Fremont County, Idaho (hereinafter referred to as "Seller") agrees to sell the following property located in Fremont County, State of Idaho, particularly described as follows, to-wit:

1972 VanDyke 24' x 60' manufactured home LD. No. 9041

AND: That portion of the NW1/4NE1/4 of Section 25, Township 9 North, Range 42 E., B.M. Fremont County, Idaho, more particularly described as follows:

Beginning at a point 35 feet East of the Northwest corner of the Northwest Quarter of the Southeast Quarter of Section 25, Township 9 North, Range 42 E., B.M. Fremont County, Idaho and running thence North 344 feet; thence East 114.5 feet; thence South 50°24'00" East, 741.00 feet; thence S 40°43'00" W along the Union Pacific Railroad right-of-way 70 feet; thence North 77°20'00" W 660 feet; thence North 20 feet to the point of beginning.

Together with Idaho Department of Water Resources Permit No. 21-11040 with a priority date of 1935 for .04 CFS.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or appertaining, SUBJECT HOWEVER, to all easements and rights of way appearing on such premises or of record, reservations in favor of the United States or the State of Idaho.

For and in consideration of the mutual covenants and agreements set forth herein, the parties additionally agree as follows:

1. **PURCHASE PRICE.** The purchase price of the property shall be the sum of Forty Seven Thousand and NO/100 (\$47,000.00) Dollars due and payable as follows:

\$ 47,000.00 upon closing.

2. **SALE CONTINGENCIES.** This Agreement is contingent upon the following:

a. The ability of Seller to convey to Buyer a marketable title by warranty deed subject only to roadway and utility easements established or of record, accruing real property tax obligations, reservations in federal patents, state or railroad deeds, building or use restrictions, regulations and ordinances.

b. Loan qualification - none, this is a cash obligation.

3. **TITLE OF SELLER.** Title of Seller shall be conveyed by warranty deed conveying a marketable and insurable title except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and/or zoning regulations and ordinances of any governmental entity, and the rights-of-way and easements established or of record.

4. **TITLE INSURANCE.** A standard coverage title insurance policy in the amount of Forty Seven Thousand Dollars showing marketable and insurable title subject to any liens, encumbrances and defects elsewhere set out in this Agreement, shall be furnished to Buyer at the sole cost and expense of the Seller. It is agreed that if the title of said premises is not marketable or cannot be made so within sixty (60) days after notice containing written statement of defects is delivered to the Seller, or if the Seller having approved said sale fails to consummate the same as herein agreed, the earnest money shall be returned to the Buyer and Seller shall pay the cost of title insurance, escrow and legal fees, if any.

5. **CLOSING.** It is hereby agreed that the law firm of Lynn Hossner shall act as "Closing Agent" for this transaction. On or before the closing date, Buyer and Seller shall deposit with the Closing Agent, all funds and instruments necessary to complete the sale. The closing date shall be on or before September 23, 2005. In the event that said law firm fails to serve as Closing Agent for any reason, Seller may designate a licensed title company which regularly conducts business within Fremont County, Idaho to act as substitute Closing Agent.

6. **SELLER'S WARRANTIES.** No warranties, agreements or representations have been made or shall be binding upon either party except as expressly contained in this Agreement which warranties include:

a. That the property conveyed herein shall be free from title defects as required in this Agreement.

b. Seller has received no claim nor notice of any building or zoning violation concerning the property which has not or will not be remedied prior to closing.

c. All real property taxes and assessments through September 30, 2005 shall be paid by Seller.

d. Seller hereby represents and warrants that Seller has not used or allowed, nor to the best of Seller's knowledge, has the property been used, at any time, for the storage or disposal of any hazardous wastes or toxic substances. Seller further warrants that to the best of Seller's knowledge there exists no soil condition, no hazardous wastes or toxic substances as defined in 42 U.S.C. 9601 (14) or as defined under any other applicable Federal or State law or State health, safety and water codes or any other material, gas or substance known or suspected to be toxic or hazardous (including, without limitation, any radioactive substance, methane gas, volatile hydrocarbons, industrial solvents and asbestos) or which could cause a material health, safety or environmental risk to tenants, occupants or patrons of the property, or which requires removal or treatment, contractual or governmental approval, or other like matter which would hinder or prevent the construction, operation, or development of the property. Seller hereby agrees to indemnify and hold Buyer harmless from any and all liability, cost or expenses,

including attorney fees, resulting from a breach of default of the foregoing representations and warrants. All of the warranties of Seller contained herein shall survive the payment in full of this Contract.

7. **INSPECTION.** Unless otherwise indicated herein, Buyer agrees that Buyer is purchasing the property upon Buyer's own examination and judgment and not by reason of any representation made to Buyer by Seller, or Seller's agents as to its condition, size, location covenants, conditions and restriction, present value, future value, income therefrom or as to its production except as set forth herein. Buyer accepts the property in "As-is" condition subject to Seller's warranties as outlined herein and subject to specific warranties as may be made herein.

8. **SURVEY.** If Buyer desires a survey, it will be at Buyers' own expense.

9. **TIME OF THE ESSENCE-EXTENSION OF CLOSING.** Time is of the essence in this agreement. However, in the event the transaction contemplated under the terms of this agreement cannot be closed by the date provided herein for any reason set forth below, then, and in such event, Buyer and Seller authorize the closing agent to extend the date for closing one time only for a period not to exceed ten (10) days. The closing agent may, in its sole discretion, extend the closing for the following or similar reason:

a. Delay in preparation, delivery, inadvertent loss, or destruction by the parties, or their representatives, closing agent, lawyers, title companies, Buyer's financing entity, insurers or appraisers, of contract or other documents required for closing.

b. Unavailability, illness or scheduling conflict of Buyer, Seller, or their representatives, or closing agent on date set for closing.

c. Extreme inclement weather or hazardous transport conditions.

d. Delay in completion of governmentally required or agreed to repairs or agreed to repairs or modifications to or inspections of the subject property. The closing agent shall, in the event of any such extension under the terms of this paragraph promptly give notice to the parties at their addresses set forth herein. This provision relates only to the extension of the closing date as defined herein.

10. **AMENDMENT.** No amendment, alteration or modification of this agreement shall be effective unless made in writing and duly executed by the parties hereto.

11. **ASSIGNMENT.** Neither party may assign this agreement or any interest hereunder without the written consent of the other party.

12. **EXECUTION OF OTHER DOCUMENTS.** The parties agree to execute any further and additional documents necessary to carry out the terms of this agreement.

13. SEVERABILITY. In the event any provision or section of this agreement conflicts with applicable law, or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and carried into effect.

14. ATTORNEY FEES AND CLOSING COSTS. Attorney fees and closing costs shall be borne equally.

15. DEFAULT. If Seller executes this agreement, and title to said property is marketable and insurable and the Buyer fails, neglects or refuses to comply with the terms or any conditions of sale set forth herein within five (5) days from the date on which said term or condition is to be complied with, then this agreement shall be forfeited and the Buyers' interest in the property shall be terminated. In the event of default under the terms and conditions of this agreement, the defaulting party agrees to pay all fees and costs, including reasonable attorney's fees and costs incurred by the non-defaulting party.

16. GOVERNING LAW. This agreement shall be governed by and interpreted under the laws of the State of Idaho.

17. BINDING AFFECT. This agreement shall inure to and be binding upon the parties hereto and their heirs, personal representatives, successors and assignees.

18. ENTIRE AGREEMENT. This agreement constitutes and contains the entire agreement of the parties and supersedes and merges all other prior understandings and/or agreements between the parties, if any, whether verbal or written.

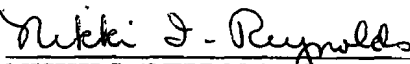
BUYER

SELLER

Estate of Marjorie Brower

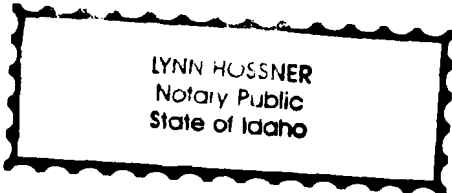

DEE M. REYNOLDS


By: JOSEPH CARPENTER


NIKKI I. REYNOLDS

STATE OF IDAHO)
) ss.
County of Fremont)

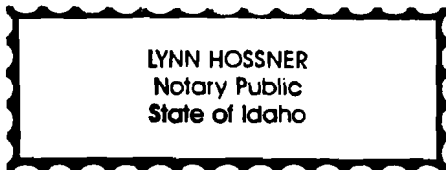
On this 26 day of September, in the year of 2005, before me, a notary public for the State of Idaho, personally appeared Dee M. Reynolds and Nikki L. Reynolds, known to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

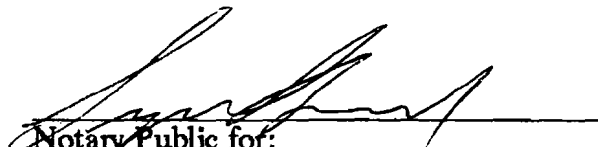



Notary Public for the State of Idaho
Residing at: Ashton, Idaho
Commission Expires: 4/12/2010

STATE OF IDAHO)
) ss.
County of Fremont)

On this 26 day of September, 2005, before me, the undersigned Notary Public in and for said state, personally appeared Joseph Carpenter, known to me to be the Personal Representative of the Estate of Marjorie Brower, and the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of the estate of Marjorie Brower.




Notary Public for:
Residing at: Ashton, Idaho
Commission Expires: 4/12/2010