

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

RECEIVED
APR 15 2005
Department of Water Resources
Eastern Region

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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 Number(s) 34-02339A, 34-7204, 34-10782
Adjudication Claim Number(s) _____
2. The following **REQUIRED** information must be submitted with this form. (75- E 030790
4-15-05
gc
 - 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.**
AND
 - B. **PLAT OF PROPERTY or SURVEY MAP** for parcel of ten acres or less. (These are usually on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) **AERIAL PHOTO** with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant(s) C IRENE ALLEN
RT. 1 Box 125 ARCO ID 83213
4. New Owner/Claimant(s) RONALD C RISH
Name connector (Check one): ☐ AND, ☐ OR, ☐ AND/OR
New Mailing Address RR # 1 Box 415-A
City, State and ZIP Code ARCO IDAHO 83213
New Telephone Number (208) 527-3129
5. Date you acquired the property _____
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.

SUPPORT DATA

Number of acres actually irrigated _____ Number and type of stock IN FILE # 34-2339A

Diversion rate in CFS _____ Number of homes _____ Other uses _____
cubic feet per second

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/Claimant(s) Ronald C Rish Date 4-15-05

Date _____
8. (Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)
For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

FILE: 5237LRT

INSTRUMENT No.

WARRANTY DEED

FOR VALUABLE CONSIDERATION RECEIVED KENNETH C. RISH,
a single person, the Grantor,
 does hereby grant, bargain, sell and convey unto RONALD C. RISH,
a single person, the Grantee,
 whose current address is Route 1 Box 415-A, Arco, ID 83213
 the following described real estate situated in BUTTE County,
 State of Idaho, to-wit:

See attached EXHIBIT 'A'

SUBJECT TO: all easements, rights of way, covenants, restrictions,
 patent reservations, applicable building and zoning ordinances and
 use regulations and restrictions and accruing taxes, of record.

TO HAVE AND TO HOLD the said premises, together with all tenements, hereditaments and appurtenances
 therunto belonging, unto the said Grantee, his successors and assigns forever. Grantor does hereby covenant
 to and with the said Grantee that IT is the owner in fee simple of said premises and that IT will warrant and
 defend the same from all lawful claims whatsoever.

In construing this Deed and where the context so requires, the singular includes the plural and the
 masculine, the feminine and neuter.

DATED: 12/9/98

Kenneth C. Rish
 Kenneth C. Rish

STATE OF IDAHO, County of BUTTE
 On this 9th day of December 19 98
 before me, Lyle B. Boyer, a
 Notary Public in and for the said State personally
 appeared

Kenneth C. Rish

Known to me to be the person(s) whose name(s) is
 subscribed to the within instrument, and acknowl-
 edges to me that he executed the same.

Lyle B. Boyer

Residing in Arco, ID
 Comm. Expires 7/31/2003

Notary Public
 Idaho

THIS SPACE FOR COUNTY RECORD'S USE ONLY.

NO. 033902
 RECORDED
 DEC 10 1998
 BUTTE COUNTY RECORDER
10/10/98

IDAHO TITLE & TRUST COMPANY
 Escrows • Title Insurance

P.O. Box 50367, Idaho Falls, ID 83405-0367 (208) 522-7895

EXHIBIT 'A'

PARCEL I:

TOWNSHIP 3 NORTH, RANGE 27 EAST, BOISE MERIDIAN, BUTTE COUNTY, IDAHO.

SECTION 6: Lot 5 (SW1/4 SW1/4).

PARCEL II:

TOWNSHIP 3 NORTH, RANGE 27 EAST, BOISE MERIDIAN, BUTTE COUNTY, IDAHO.

SECTION 6: A portion of the NW1/4 NW1/4 (Lot 4) more particularly described as follows:

Beginning at a point 748.5 feet East and 30 feet South from the Northwest corner of said Lot 4, Section 6; thence South 1195 feet to the South line of Lot 4; thence West 748.5 feet along the South line of Lot 4; thence North 1195 feet along the West line of Lot 4; thence East 748.5 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM:

A parcel of land located in Government Lot 4, Section 6, Township 3 North, Range 27 East, Boise Meridian, Butte County, Idaho; being more particularly described as follows:

Commencing at the Northwest corner of Section 6. Said Point lies North $00^{\circ} 05' 11''$ East 2546.29 feet from the West quarter corner of Section 6; thence South $00^{\circ} 05' 11''$ West 30.00 feet along the West boundary of Section 6 to the Real POINT OF BEGINNING. Thence South $89^{\circ} 58' 17''$ East 88.46 feet along a line 30 feet South of and parallel with the North Boundary of Section 6; thence North $89^{\circ} 58' 23''$ East 174.15 feet along a line 30.00 feet South of and parallel with the North boundary of Section 6; thence South $00^{\circ} 01' 37''$ East 166.01 feet; thence North $89^{\circ} 54' 49''$ West 262.94 feet to a point of the West boundary of Section 6; thence North $00^{\circ} 54' 11''$ East 165.58 feet along the West boundary of Section 6 to the Real POINT OF BEGINNING.

150333 REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS DOCUMENT IS INTENDED TO BE A LEGALLY BINDING AGREEMENT. DO NOT SIGN THIS DOCUMENT UNLESS IT IS FULLY COMPLETED AND YOU COMPLETELY UNDERSTAND BOTH THE FRONT AND BACK OF IT.

IDAHOW LAW PROHIBITS ANYONE OTHER THAN A LICENSED ATTORNEY FROM GIVING LEGAL ADVICE. THIS TRANSACTION WILL AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS. CONSULT AN ATTORNEY IF YOU HAVE ANY QUESTIONS.

AGREEMENT. The undersigned buyer(s) agree to buy, and the undersigned seller(s) agree to sell, the property described below, at the price and terms described herein.

Buyer's Signature: Ronald C. Rich Date: 4/22/98 Seller's Signature: Irrene Allen Date: 4/23/98
 Buyer's Signature: _____ Date: _____ Seller's Signature: _____ Date: _____

State of IDAHO
 County of BUTTE

On this 23 day of APRIL, 1998, before the undersigned, a Notary Public, personally appeared IRENE ALLEN, known to me to be the person(s) who signed this agreement and acknowledged to me that 5 he executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for IDAHO Residing at ARCO My bond expires 6-20-2003, 1998

SPECIFIC TERMS AND DETAILS OF AGREEMENT:

[1] Legal SEC. 6 T3 LOT 4
 Description: SW 1/4 NW 1/4, (NW 1/4 NW 1/4)
60 ACRES ± ALSO REFERS TO AS THE ARTHUR
IRENE ALLEN FARM.

[2] Property
 Address: 2370 N 3000 W
ARCO (City), IDAHO (County), ID (State).

[3] Amount of
 Earnest Money: FIVE THOUSAND DOLLARS
 (\$ 5000) Acknowledged by: Ronald C. Rich

[4] Form of
 Earnest Money: ☐ Personal Check ☐ Cashiers Check ☐ Cash
☐ Promissory Note ☐ Other (Describe in "Additional Terms of Purchase").

[5] Total Price
 of Property: FIFTY EIGHT THOUSAND DOLLARS
 (\$ 58,000)

[6] Financing: ☐ Cash ☐ FHA ☐ VA ☐ IHA
☐ Conventional ☐ Assume Seller's Loan
☐ Seller Financing (Describe in "Additional Financing Terms", below)

[7] Down
 Payment: _____
 (\$ _____)

[8] Additional
 Financing Terms: BUYER TO SECURE OWN FINANCING
WITH FMHA. ALL EXISTING LIENS AND
ENCUMBRANCES TO BE SATISFIED AT OR
BEFORE CLOSING

[9] Contingencies: ☐ None (No Contingencies Apply)
 Contingent on Financing: ☒ Yes ☐ No
 Contingent on sale of buyer's home: ☐ Yes ☒ No
 Other Contingency (Describe in "Additional Financing Terms"):
☐ Yes ☐ No
 Maximum interest rate for Buyer's loan: _____ %
 Maximum number of points _____
 Seller is obligated to pay: _____
 Maximum cost of lender/code repairs to be paid by Seller: \$ 0
 Property to remain on market: ☒ Yes ☐ No

[10] Date 6-12-98 Date of Closing: ON OR BEFORE Possession: ON CLOSING
[11] Closing to
 be performed by: IDAHO TITLE & TRUST
[12] Title Insurance to be
 provided by (Title Company): ITIT

[13] Property Specifically
 INCLUDED in Sale: ALL IRRIGATION EQUIPMENT & WATER
RIGHTS LOWER TO ARISS ± WITH OWNER HOME, UPTA
20 ACRES ± MINOR SUCLES HOME.

[14] Property Specifically
 EXCLUDED from Sale: SELLER'S HOME + 2 ACRES ± TO BE
SUBVISED & FINISHED BY SELLER. POLE CORRAL & POLE
SHED UNDER PRIVATE AGREEMENT WITH THIRD PARTY

[15] Offer subject to
 Acceptance by (Date): 4-24-98 (Time): NOON

[16] Listing
 Broker: L.P. BARNES Selling Broker: L.P. BARNES

[17] Responsible
 Broker: L.P. BARNES Amount of Commission: 6%

[18] AGENCY DISCLOSURE: At the time of signing this agreement the agent working with the buyer represented N/A and the agent working with the seller represented SELLER. Each party signing this document confirms that prior written disclosure of agency was provided to him/her in this transaction. Each party to this transaction has read and understands the contents of the agency disclosure brochure previously received.

[19] Parties to Transaction:
 Buyer's Name(s): Ronald C. Rich
 Name(s): _____
 Address: RT 1 BOX 415-A
 City, State, Zip: ARCO, ID 83213
 Seller's Name(s): IRENE ALLEN
 Name(s): _____
 Address: 2995 W 2400 N
 City, State, Zip: ARCO, ID 83213

[20] Additional
 Terms of Purchase: PROPERTY, HOUSE, IRRIGATION EQUIPMENT
BEING BOUGHT AS-IS. MACHINERY AND
PERSONAL PROPERTY OWNED BY OTHERS TO
BE REMOVED BEFORE CLOSING.

COPY

Buyer hereby receipts for a copy of this agreement with the seller's signature showing seller's acceptance of offer OR agent certifies that the buyer's copy with seller's acceptance was sent to buyer via certified mail.
 Signature: Ronald C. Rich Date: 4/23/98
 The provisions on the BACK of this form are also a part of this agreement. Buyer's Initials: RR Seller's Initials: _____

36

31

MIN 1
RT CODE
SINCE
21203

T# 21-53

T# 20-53 1

L & DEICILMAN

T# 1985

WHEEL

LINES

GERALD LILDA
MCAFFEE
T# 15449

Ronald C
+ Cheryl O
T# 28333

ARTHUR
CARRIE
ALLEN
T# 6-66

EAGLE, DANCE
MAYNARD
18-60

VERGIL
REEVES
T# 31-75

John E
MCAFFEE

T# 30-75

ARTHUR
CARRIE
ALLEN

Howard A &
Sheila D Wood

T# 34-76
MULLIGAN

James Albert
+ Rhonda Faye
Morris

T# 7-72

JAMES, COY +
BERNICE MCAFFEE
T# 25-72

FRANCIS T# 1-74

M. & Bailey

ROBERT & MARILYN

HOWARD
T# 3-62

PRENIERE
CABLE
T# 25-82

T# 4-82

RELLAND
JONES
T# 42-82

Young, Harvey