

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

RECEIVED
APR 19 2005
 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 the 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
See attachment					
Basin 35					

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) Lynn & Tamara Kendell / Kevin & Tracy Johns
2287 Satterfield Dr., Pocatello, ID 83201
4. New Owner/Claimant(s) Stations L.L.C.
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 2840 Sunnybrook Lane
- City, State and ZIP Code Idaho Falls, ID 83404
- New Telephone Number (208) 524-2532
5. Date you acquired the property March 1, 2005

SUPPORT DATA

IN FILE # 35-2153B

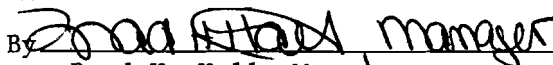
RECEIVED
MAY 05 2005
DEPARTMENT OF
WATER RESOURCES

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) Stations L.L.C.
(include title if applicable)

By 
Brad H. Hall, Manager

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 <u>SC</u>	Date <u>4/21/05</u>	Fee <u>250⁰⁰</u>	
Received by <u>SC</u>	Date <u>4/21/05</u>	Receipt No. <u>ED30813</u>	
Processed by _____	AJ Date _____	WR _____	Date _____

Attachment to
Notice of Change in Water Right Ownership

<u>Water Right #</u>	<u>Adjudication Claim #</u>	<u>Split</u>
35-12656B		NA
35-02153D		NA
35-02594A		NA
35-02153C		NA
35-12656A		NA
35-07082		NA
35-02153B		NA
35-02656		NA
35-12932		NA
35-02499		NA

WARRANTY DEED

FOR VALUE RECEIVED, Lynn and Tamara Kendell, husband and wife, and Kevin and Tracy Johns, husband and wife, hereinafter referred to as "Grantor", whether one or more, does hereby grant, bargain, sell and convey unto Stations L.L.C., hereinafter referred to as Grantee, whether one or more, whose current address is 2840 Sunnybrook Lane, Idaho Falls, ID 83404, the following described premises, in Bingham County, Idaho, to wit:

See Exhibit 1.

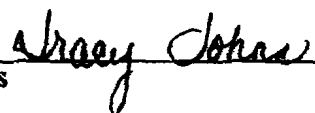
TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, and Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except for a first mortgage to Russell William Berrett and Shirley Berrett, husband and wife, recorded as instrument no. 520861, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

DATED this 31 day of March, 2005.


Lynn Kendell


Tamara Kendell

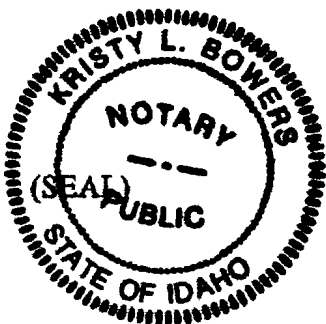

Kevin Johns


Tracy Johns

STATE OF IDAHO)
)SS
County of Bannock)

On this 31st day of March, 2005 before me, the undersigned Notary Public, in and for said State, personally appeared Lynn and Tamara Kendell, 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 first written above.

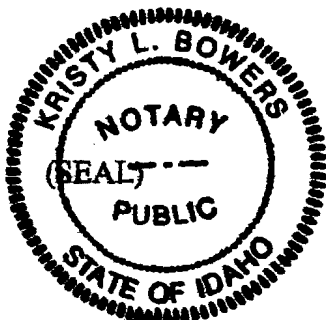


Kristy L. Bowers
NOTARY PUBLIC - STATE OF IDAHO
My Commission expires: 7/22/08

STATE OF IDAHO)
)SS
County of Bannock)

On this 31st day of March, 2005 before me, the undersigned Notary Public, in and for said State, personally appeared Kevin and Tracy Johns, 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 first written above.



Kristy L. Bowers
NOTARY PUBLIC - STATE OF IDAHO
My Commission expires: 7/22/08

EXHIBIT "1"

**All in Township 3 South, Range 33 E.B.M., Bingham County,
Idaho:**

Inst. # 347187

Section 7: Lots 3 and 4, E1/2SW1/4, EXCEPT: County Road
along South 30 feet thereof.

Inst. # 190883

Lots 1 and 2; E1/2NW1/4; E1/2 LESS: the highway right-of-way

Section 6: All except the road right-of-way

Section 8: West 30 rods EXCEPTING THEREFROM: the
highway right-of-way

Miscellaneous:

Eight (8) Lockwood linear sprinkler systems
Four (4) miles of mainline
Nine (9) pumps and related electrical panels
Ten (10) grain bins
Two (2) shops

PARTIAL SATISFACTION OF MORTGAGE

For valuable consideration, the undersigned do herewith certify that certain mortgage to the undersigned, which mortgage was recorded December 31, 2002, in the records of Bingham County, Idaho, as Instrument No. 520861, has been partially satisfied as to the real estate described on the attached Exhibit 1 and said mortgage is released as to the real estate described on Exhibit 1, but said mortgage remains in full force and effect as to the other real estate described therein.

Dated: March 31, 2005.

R W Berrett
Russell William Berrett

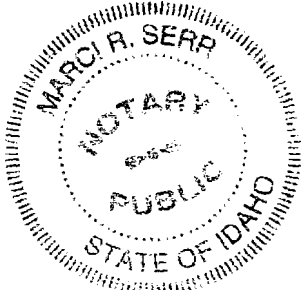
Shirley Berrett
Shirley Berrett

STATE OF IDAHO)
 :SS
County of Bannock)

On this 31st day of March, 2005 before me, the undersigned Notary Public, in and for said State, personally appeared Russell William Berrett and Shirley Berrett, 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 first written above.

(SEAL)



Marci Serr
NOTARY PUBLIC - STATE OF IDAHO
My Commission expires: 7-8-2008

EXHIBIT "1"

**All in Township 3 South, Range 33 E.B.M., Bingham County,
Idaho:**

Inst. # 209042

Section 19: Lots 3 and 4; E1/2SW1/4

Together with all water and water rights, ditch and ditch rights
thereunto appertaining.

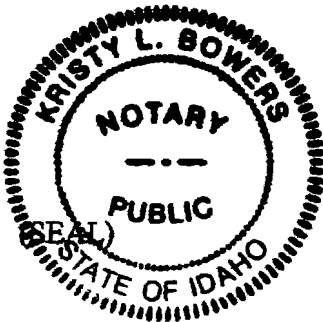
Miscellaneous:

One (1) Reinke circular sprinkler system

STATE OF IDAHO)
:SS
County of Bannock)

On this 31st day of March, 2005 before me, the undersigned Notary Public, in and for said State, personally appeared Lynn and Tamara Kendell, 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 first written above.

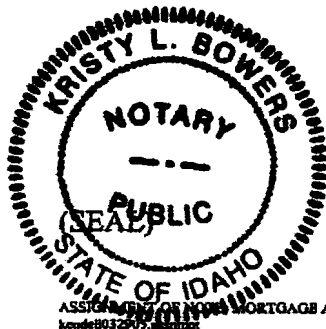


Kristy L. Bowers
NOTARY PUBLIC - STATE OF IDAHO
My Commission expires: 7/22/08

STATE OF IDAHO)
:SS
County of Bingham)

On this 31st day of March, 2005 before me, the undersigned Notary Public, in and for said State, personally appeared Kevin and Tracy Johns, 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 first written above.



Kristy L. Bowers
NOTARY PUBLIC - STATE OF IDAHO
My Commission expires: 7/22/08

ASSUMPTION

For valuable consideration, Stations L.L.C., an Idaho limited liability company does herewith assume Grantor's position on the above-described promissory note, mortgage and escrow and acknowledges as of March 1, 2005, after the March 1, 2005 payment was made by Grantor, the balance due on said promissory note is \$1,701,913.47.

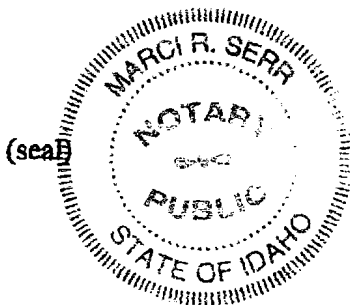
Stations L.L.C.

By Brad H. Hall manager
Brad H. Hall, Manager

STATE OF IDAHO)
:SS
County of Bonne

On this 31st day of March 2005, before me, the undersigned Notary Public, in and for said State, personally appeared Brad H. Hall, known or identified to me to be the Manager of the limited liability company of Stations L.L.C., and the Manager who subscribed said company name to the foregoing instrument, and acknowledged to me that such limited liability company executed the same.

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



Marci Serr
NOTARY PUBLIC - STATE OF IDAHO
My commission Expires: 5/8/2008

Loan Schedule for Account "Hall Proposal"

Page 1

Pmt	Date	Principal	Interest	Balance
Bal	9/1/04	Opening Bal		1752828.61

Projected Payments

	3/1/05	Rate - 6.0%	New Pmt -	103,500.00
1	3/1/05	50,948.14	50,948.14	1701913.47
2	9/1/05	103,357.74	103,642.26	1649470.87
3	3/1/06	157,373.81	153,126.39	1595455.00
4	9/1/06	213,009.96	200,990.04	1539818.65
5	3/1/07	270,315.40	247,184.60	1482513.21
6	9/1/07	329,340.00	291,660.00	1423488.61
7	3/1/08	390,135.34	334,364.66	1362693.27
8	9/1/08	452,754.54	375,245.48	1300074.07
9	3/1/09	517,252.32	414,247.68	1235576.29
10	9/1/09	583,685.03	451,314.97	1169143.58
11	3/1/10	652,110.72	486,389.28	1100717.89
12	9/1/10	722,589.18	519,410.82	1030239.43
13	3/1/11	795,182.00	550,318.00	957,846.61
14	9/1/11	869,952.60	579,047.40	882,876.01
15	3/1/12	946,966.32	605,533.68	805,862.29
16	9/1/12	1026290.45	629,709.55	726,538.16
17	3/1/13	1107994.31	651,505.89	644,834.30
18	9/1/13	1192149.28	670,850.72	560,679.33
19	3/1/14	1278828.90	687,871.10	473,999.71
20	9/1/14	1368108.91	701,891.09	384,719.70
21	3/1/15	1460067.32	713,432.68	292,761.29
22	9/1/15	1554784.48	722,215.52	198,044.13
23	3/1/16	1652343.16	728,158.84	100,485.45
24	9/1/16	1752828.61	731,171.40	0.00

Opening Date: 9/1/04
 Loan Amount: 1752828.61
 Payment Amount: 103,500.00
 Current Interest Rate: 6.0%
 Original Length: 12 Years 11.5"
 Payment Frequency: Semi-Annually
 Compounding Period: Semi-Annually

Payee: Russell Berrett
 Current Balance: 1752828.61
 Remaining Pmts: 24
 Final Pmt Date: 9/1/16

EXHIBIT C

REAL ESTATE AGREEMENT

THIS AGREEMENT is made effective March 1, 2005 by and between

Lynn and Tamara Kendell, husband and wife (57%)
Kevin and Tracy Johns, husband and wife (43%),

hereinafter known as "Seller," and

Stations L.L.C.

hereinafter known as "Buyer."

IT IS HEREBY AGREED AS FOLLOWS:

1. SALE OF PROPERTY. Seller covenants and agrees to sell and convey to the Buyer, and the Buyer covenants and agrees to purchase from the Seller under the terms set forth below, the real property described as:

See attached Exhibit "1"

2. PURCHASE PRICE.

2.1 The purchase price of the above-described property shall be TWO MILLION SEVENTY THOUSAND SEVEN HUNDRED FORTY-NINE and 47/100 DOLLARS (\$2,070,749.47). The purchase price shall be paid by Buyer to Seller as follows:

- a. Down payment of \$368,836.00.
- b. Assumption of the remaining balance due on Seller's prior obligation to Russell William Berrett and Shirley Berrett ("Berrett") with a principal balance remaining as of March 1, 2005 of \$1,701,913.47.

2.2 Seller shall assign to Buyer and Buyer shall assume all remaining liability to Berrett and the parties shall execute the Assignment attached as Exhibit "B" and the parties agree the "Loan Schedule" attached as Exhibit "C" sets forth the remaining payments and principal amounts on the Berrett obligation. Seller has made the payment of \$103,500.00 due March 1, 2005.

3. TAXES AND ASSESSMENTS. Taxes and assessments for 2004 have been paid by Seller. Buyer shall pay taxes and assessments for 2005 and following years.

4. POSSESSION AND CLOSING. This sale shall be effective March 1, 2005 but shall close April 1, 2005. Buyer shall be entitled to possession of the property at closing.

5. TITLE. Seller represents and warrants title in fee simple, free from all claims or encumbrances, subject only to taxes and assessments for the current year and rights of way of public record approved by Buyer. Seller shall execute and cause to be delivered at closing a good and sufficient warranty deed conveying to Buyer the property hereinabove described, a copy of the proposed warranty deed being attached as Exhibit "A".

6. NO TITLE INSURANCE. No title insurance is required.

7. TIME IS OF THE ESSENCE. Time is of the essence of this contract, and it is expressly agreed that any concessions or departures from, or delay in, enforcing the provisions of the same, with or without the consent of the Seller, shall not waive or be a waiver of any right of Seller to

stand upon the strict letter and construction of the terms hereof or construed to be a waiver of the right of the Seller to enforce the same in accordance with its term.

8. INSPECTION. INSURANCE AND CONDITION OF PREMISES. The Buyer acknowledges having full opportunity for inspection of subject property and is not relying on any representation by Seller or Seller's agents in making this purchase. Buyer will keep the buildings on said premises insured against loss or damage by fire and general hazards, by some insurance company acceptable to Berrett with loss, if any, payable to Berrett as Berrett's interest may appear, and deliver such policy or policies of insurance to the Berrett, until the sums due to Berrett are fully paid with interest.

The Buyer will maintain in good working order the improvements, including the sprinkler systems, pumps, electrical panels, mainlines, two homes, ten grain bins and two shop buildings for the term of said contract. Buyer will not sell or alter these improvements without the written consent of Berrett.

9. NOTICES. All notices required to be given shall be in writing and shall be sent postage prepaid by United States, Certified Mail, return receipt requested. Notice shall be deemed given on the date shown on the return receipt. The mailing addresses for the parties are set forth on the cover page, and are binding upon the parties absent notice of any change of address.

10. LEGAL FEES. In the event either of the parties must retain the services of an attorney in order to enforce the terms or the provisions of this contract, the prevailing party in any litigation

arising therefrom shall be entitled to recover a reasonable attorney fee and costs incurred for the prosecution thereof.

11. COSTS.

11.1 Buyer and Seller shall each pay one-half of the following costs:

- A. The legal fees for preparation of this agreement; and
- B. Recording and filing fees; and

11.2 This contract and related documents were prepared by the attorney for the Seller and the other party to this agreement acknowledges independent counsel of that party's choice may be consulted if desired, which fee shall be paid by that party.

12. HEIRS OR ASSIGNS. This agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto.

13. MISCELLANEOUS.

13.1 Mineral and Water rights and Other Improvements. All mineral and water rights of any kind for the subject real property are hereby assigned and transferred to Buyer. The real property transferred includes two houses upon the subject property. In the event Buyer defaults and returns the property to Seller by deed in lieu of foreclosure, the property shall be in as good a condition as at the time of closing of this sale, except for ordinary wear and tear.

13.2 Hazardous Substances. The Buyer accepts the property in its present condition based upon Buyer's knowledge of the property and the history of hazardous substances upon the property. Buyer waives any lead paint disclosures and Seller's Property disclosure.

13.3 Survival of Covenants. The covenants and conditions set forth in this Real Estate Agreement and in the Real Estate Mortgage and Promissory Note attached as Exhibits shall survive closing and recording of the Warranty Deed from Seller to Buyer.

13.4 Seller Retained Real Estate. Seller is retaining the real estate purchased from Berrett that is Lots 3 and 4; E1/2SW1/4, Section 19, Township 3 South, Range 33 E.B.M., Bingham County, Idaho as well as the Reinke pivot and the water rights appurtenant to that Section 19. Seller is selling on the basis that Berrett will release Seller from all further obligation upon the Seller's obligations to Berrett.

13.5 Buyer's Acknowledgment of Berrett Agreement. Buyer has reviewed and has a copy of Seller's Real Estate Agreement with Berrett and the attachments thereto including but not limited to the Promissory Note and Mortgage which Buyer is assuming. Buyer agrees to be bound by the terms of the Berrett Agreement and acknowledges the Seller's obligations therein are assumed by Buyer.

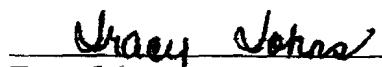
DATED this 31 day of March, 2005

SELLER:


Lynn Kendell


Tamara Kendell


Kevin Johns


Tracy Johns

BUYER:

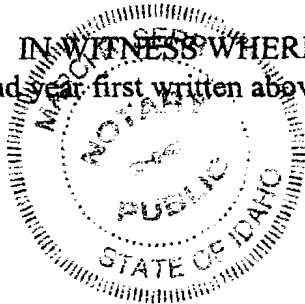
Stations L.L.C.

By: Brad H. Hall, Manager
Brad H. Hall, Manager

STATE OF IDAHO)
:SS
County of Tenn.)

On this 21 day of March 2005, before me, the undersigned Notary Public, in and for said State, personally appeared Brad H. Hall, known or identified to me to be the Manager of the limited liability company of Stations L.L.C., and the Manager who subscribed said company name to the foregoing instrument, and acknowledged to me that such limited liability company executed the same.

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



[Signature]

NOTARY PUBLIC - STATE OF IDAHO

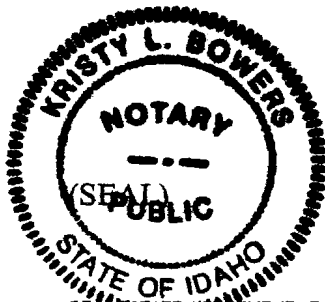
My commission Expires: 5-8-2008

(seal)

STATE OF IDAHO)
:SS
County of Bannock)

On this 31 day of March, 2005, before me, the undersigned Notary Public, in and for said State, personally appeared Lynn Kendell and Tamara Kendell, 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.

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Kristy L. Bowers

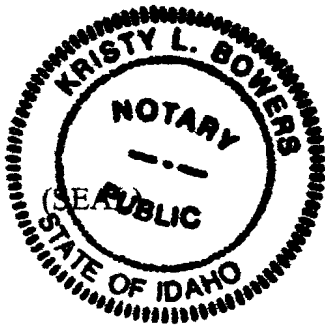
NOTARY PUBLIC - STATE OF IDAHO

Commission Expires: 7/22/08

STATE OF IDAHO)
 :SS
County of Bingham)

On this 31st day of March, 2005, before me, the undersigned Notary Public, in and for said State, personally appeared Kevin Johns and Tracy Johns, 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 first written above.



Kristy L. Bowers
NOTARY PUBLIC-STATE OF IDAHO
Commission Expires: 7/22/08

EXHIBIT "1"

Inst. # 347187

Township 3 South, Range 33 E.B.M., Bingham County, Idaho

Section 7: Lots 3 and 4, E1/2SW1/4, EXCEPT: County Road along South 30 feet thereof.

Inst. # 190883

Lots 1 and 2; E1/2NW1/4; E1/2 LESS: the highway right-of-way

Section 6: All except the road right-of-way

Section 8: West 30 rods EXCEPTING THEREFROM: the highway right-of-way

Miscellaneous:

Eight (8) Lockwood linear sprinkler systems
Four (4) miles of mainline
Nine (9) pumps and related electrical panels
Ten (10) grain bins
Two (2) shops