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STATE OF IDAHO

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JUN 12 2001

DEPARTMENT OF WATER RESOURCES

JUN 14 2001

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Department of Water Resources
Southern Region

Department of Water Resources

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
* 43-7073 pd				43-2514	
* 43-10391 pd				43-7067	
	43-10385 ✓	AJ			
	43-10386 ✓				

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) Delmar Woodward
4. New Owner/Claimant(s) Delmar Woodward and Kenneth Woodward
Name Connector (Check one): ☒ and, ☐ or, ☐ and/or
- New Mailing Address HC 76 Box 1210
- City, State and ZIP Code American Falls Idaho 83211
- New Telephone Number (208) 344-5542
5. Date you acquired the property May 4 1998

* Fee required \$25 @

SUPPORT DATA
IN FILE # 43-7073

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) Samuel Woodworth
(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 [Signature] Date 6/12/01 Fee \$50
 Receipted by [Signature] Date 6/12/01 Receipt No. 5024041
 Processed by _____ AJ Date _____ WR _____ Date _____

CONTRACT OF SALE

THIS AGREEMENT made this 4th day of April, 1998, by and between **DELMAR L. WOODWORTH and MARLENE L. WOODWORTH**, husband and wife, of 735 Calder, American Falls, Idaho, hereinafter collectively referred to as the "SELLER" and **KENNETH D. WOODWORTH and CINDA S. WOODWORTH**, husband and wife, of HC 76 Box 1210, American Falls, Idaho, hereinafter collectively referred to as the "PURCHASER",

W I T N E S S E T H:

That in consideration of the stipulations herein contained and the payments to be made as hereinafter specified, the Seller hereby agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase from the Seller, the following described real property, situated in the County of Cassia, State of Idaho, to-wit:

An undivided one-half (1/2) interest in the property described on Exhibit "A" attached hereto and by this reference made a part hereof as though fully set forth herein.

Together with irrigation equipment, buildings and improvements on the property, with the exception of the mobile home titled to Seller

together with all appurtenances thereunto belonging, for the sum of Two Hundred Fifty Thousand Dollars (\$250,000), hereinafter called the "Purchase Price", Twenty Thousand Dollars (\$20,000.00) of which has been paid, receipt whereof is hereby acknowledged and the balance of Two Hundred Thirty Thousand Dollars (\$230,000) is to be paid in the following described installments, with the unpaid principal to bear interest at the fixed rate of 5.98 per cent (5.98%) per annum from the date of this agreement.

INSTALLMENTS:

The Purchaser shall make eighteen (18) equal annual payments in the sum of Twenty-one Thousand Two Hundred Ten and 11/100 Dollars (\$21,210.11) per year, the first annual installment due on the 1st day of May, 1999, and a like payment of Twenty-one Thousand Two Hundred Ten and 11/100 Dollars (\$21,210.11) on the 1st day of May each and every year thereafter until the principal sum, plus interest, is fully paid.

TRUTH IN LENDING DISCLOSURE:

That in compliance with the Truth in Lending Laws of the United States of America and the State of Idaho, the Purchaser is advised that the total amount financed hereunder pursuant to this Contract of Sale is the sum of Two Hundred Fifty Thousand Dollars (\$230,000). That said sum bears interest at 5.98 per cent annum per annum from the date of this agreement until paid and the total interest to be paid hereunder is the sum of \$151,781.98. That this amount of interest assumes that all payments are paid on May 1 of each year. That the ANNUAL PERCENTAGE RATE is: 5.98 per cent per annum.

CONVEYANCE:

It is further understood and agreed that if the Purchaser shall first make the payments and perform the covenants mentioned in this agreement on the Purchaser's part to be made and performed, the Seller hereby covenants and agrees to convey and assure to the Purchaser the above-described real estate, in fee simple, clear of all encumbrances whatever, except as hereinafter provided, by good and sufficient Warranty Deed, accompanied by a purchaser's title insurance policy to the date hereof, said Warranty Deed and title insurance policy to be placed in escrow as hereinafter provided.

1. It is further expressly understood and agreed between the parties hereto that the conveyance to be made by the Seller to the Purchaser shall be expressly subject to the following:

(a) All taxes, special assessments, and special taxes levied after the year 1998 A.D., it being understood that the Seller shall pay that part of the taxes levied for the year 1998, prorated to the date of this agreement, and all taxes for prior years thereto and all taxes and assessments levied subsequent to the year 1998, prorated from the date of this agreement to May 1, 1998, shall be assumed by the Purchaser, which amount and amounts the said Purchaser promises and agrees to pay when due and payable.

(b) The rights of all persons claiming by, through and under the Purchaser.

(c) The rights, if any, of the public in a portion of the premises aforesaid which may fall within any public street, way, or highway adjacent or contiguous to said premises.

2. The Purchaser shall not and will not suffer or permit any mechanic's lien or other lien to attach to or be

against or upon the property aforesaid, which shall or may be superior to the rights of the Seller.

3. That each and every contract for repairs and improvements on the premises aforesaid, or any part thereof, shall contain an express, full and complete waiver and release of any and all lien or claim or right of lien against the property herein agreed to be conveyed, and no contract or agreement, oral or written, shall or will be executed by the Purchaser for the repairs or improvements upon the property aforesaid, except the same contains such express waiver or release of lien upon the part of the party contracting, and a copy of each and every such contract and of the plans and specifications for such repairs and improvements shall and will be promptly delivered to and may be retained by the Seller.

4. The Purchaser shall not commit, or suffer any other person to commit, any waste or damages to the premises or the appurtenances thereto and shall keep the premises and all improvements thereon in as good condition as they are now.

5. The Purchaser shall obtain and keep in force a fire insurance policy, insuring the buildings now on said premises and any buildings hereafter erected on the same against loss or damage by fire, in an amount not less than the replacement value thereof in a company or companies satisfactory to the Seller, such policy to have attached thereto a Contract of Sale clause making the proceeds thereof payable to the Seller and the Purchaser as their interests appear at the date of loss.

6. The Purchaser shall be entitled to the possession of said premises on the date of this Contract of Sale and may retain said possession so long as the Purchaser is not in default in the performance of the obligations under the terms of this agreement.

7. Time is of the essence of this agreement, and in the case of the failure of the Purchaser to make the payments herein provided or to perform any of the covenants on the Purchaser's part hereby made and entered into, or to keep and observe all of the conditions, covenants and restrictions herein set forth, this agreement shall, at the option of the Seller be forfeited and terminated, and the Purchaser shall forfeit all payments made on this agreement and such payments shall be retained by the Seller in full satisfaction and liquidation of all damages sustained except as herein otherwise provided, OR, at the Seller's option, the Seller may declare all installments of purchase price, which installments include interest, due hereunder to be immediately due and payable and Seller may seek specific performance of the provisions of this Contract; provided

however, before such forfeiture shall be effective the Seller must give the Purchaser written notice of default and if such default is corrected within sixty (60) days from the date the Purchaser is served with said notice of default, this agreement shall be in full force and effect as if never breached, and if default is not corrected within sixty (60) days, the Seller shall be entitled to immediate possession of the premises above-described. Service of the notice of default may be accomplished by those means allowed by law for the service of process or by sending said notice of default by registered mail to the Purchaser at the Purchaser's address at the time of sending said notice.

8. Either party shall and will pay to the prevailing party, all costs and expenses, including attorney fees, incurred by either party in any action or proceeding to which they may be made a party by reason of being a party to this agreement, and that the prevailing party shall be entitled to all costs and expenses, including attorney fees incurred by the prevailing party in enforcing any of the covenants and provisions of this agreement and incurred in any action brought by the prevailing party against the other party on account of the provisions hereof, and all costs, expenses and attorney fees may be included in and form a part of any judgment entered in the proceeding brought by the prevailing party against the other party on or under this agreement.

9. The Purchaser declares that they are buying the property on their own examination and judgment and not through the representation made by the Seller, or agents for the Seller, as to its location, value, future value, income therefrom or as to its production and that the Seller has made no representations or warranty other than set forth herein.

10. This Contract of Sale shall not be recorded without the express written approval of the Seller previously obtained.

11. It is agreed that the Purchaser may make prepayments under this contract, without penalty, each prepayment to be applied first to accrued interest and the balance to the unpaid balance of the purchase price.

12. The Purchaser further agrees that failure by the Seller at any time to require performance by the Purchaser of any provisions hereof shall in no way affect the Seller's rights hereunder to enforce the same, nor shall any waiver by the Seller of any breach of any provision be held to be a waiver by said Seller of any succeeding breach of any such provision or as a waiver of the provision itself. The Seller may accept part of any such payment without waiving the Seller's right to forfeiture set forth above.

ESCROW INSTRUCTIONS AND CONTENTS:

It is expressly understood and agreed by the parties hereto that upon the execution of these presents the parties hereto shall promptly deposit in escrow with Land Title & Escrow, Inc., Burley, Idaho, certain instruments and papers hereinafter named to be held by the said Land Title & Escrow, Inc. as escrow holder, subject to the terms and conditions of this agreement. The papers and instruments to be placed with said escrow holder are as follows:

(a) an executed and acknowledged copy of this contract;

(b) an executed copy of the Escrow Agreement controlling this deposit;

(c) a good and sufficient Warranty Deed from the Seller to the Purchaser conveying the premises to the Purchaser in fee simple, absolute;

(d) a Bill of Sale conveying the personal property to the Purchaser;

(e) a title insurance policy in a sum equal to the purchase price;

(f) a copy of the insurance policy to be provided by the Purchaser as herein set forth.

The parties hereto further stipulate, covenant and agree that the annual installment payments to be made by the Purchaser to the Seller under the terms and provisions of this agreement, as hereinbefore specified, and any payments made hereunder, are to be made to the escrow holder as agent for the Seller, said payments to be disbursed by the escrow holder as the Seller may direct. The escrow holder is hereby instructed, upon the Purchaser's paying the entire contract balance, both principal and interest, to deliver all of the said papers held in escrow by it to the Purchaser; provided, however, that none of these said papers or documents shall be delivered to the said Purchaser until the entire sum due hereunder is paid in full and all the terms and conditions of the contract completely executed. The escrow holder is further instructed that in the event the payments are not made by the Purchaser on the date due, as hereinbefore specified, and in the event of cancellation or termination of this contract as provided herein, and upon the escrow holder receiving due and proper notice thereof, it shall immediately return to the Seller all instruments held in escrow by it.

It is expressly understood and agreed by the parties hereto that the initial escrow fee or charge so charged by the said escrow holder shall be paid one-half by the Seller and one-half by the Purchaser. It is further expressly understood and agreed by the parties hereto that the annual escrow fees charged by said escrow holder shall also be paid one-half by the Seller and one-half by the Purchaser.

13. The terms, conditions, and covenants of this agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, and assigns of the respective parties hereto, but no assignment or transfer by the Purchaser of the contract, or of the Purchaser's interest in the property described herein, shall be valid, unless the same be made with the written consent of the Seller.

14. Seller further agrees to immediately release a portion of a parcel located on said property not to exceed ten (10) acres to the Purchaser for the construction of a dwelling. That the Purchaser shall be required to obtain the survey of said ten (10) acres and a deed pertaining to the same shall be executed.

OPTION TO PURCHASE

That Purchaser shall have the option to purchase the other one-half (1/2) interest of said property by giving written notice to Seller and should this option be exercised, it shall be at the sum of Two Hundred Fifty Thousand Dollars (\$250,000) for the other one-half (1/2) interest, together with the balance of the Seller's interest in the irrigation equipment, buildings and improvements on the property with the exception of the mobile home.

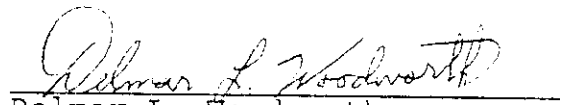
The Purchaser shall upon notification to the Seller of his intent to purchase the other one-half (1/2) interest, and within thirty (30) days of said notification, pay the sum of Twenty Thousand Dollars (\$20,000.00) as a down payment to the Seller and the balance of Two Hundred Thirty Thousand Dollars (\$230,000) shall be paid as follows:

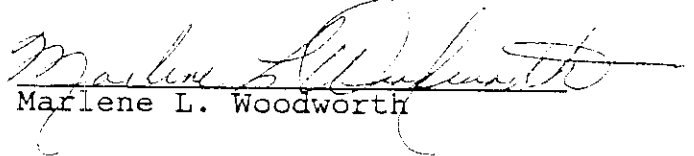
That Purchaser shall make eighteen (18) equal annual payments in the sum of Twenty-one Thousand Two Hundred Ten and 11/100 Dollars (\$21,210.11) per year, the first annual installment due on May 1st of the year after the option to purchase is exercised and a like payment of Twenty-one Thousand Two Hundred Ten and 11/100 Dollars (\$21,210.11) on the 1st day of May each and every year thereafter until the principal sum, plus interest, is fully paid.

In the event of the death of Kenneth Woodworth, the Seller shall have the option to retain both one-half (1/2) interests in said property and to cancel this agreement by paying to Purchaser all principal and interest paid to date at the time of Kenneth Woodworth's death. That said repayment shall be made by paying at least Thirty Thousand Dollars (\$30,000) per year per one-half (1/2) interest until the outstanding balance is satisfied. Furthermore, in the event the Seller chooses not to cancel this agreement, the Seller shall have the option to rent one (1) or both one-half (1/2) interests from the Purchaser of Kenneth Woodworth's estate should he die before this contract is fully satisfied for a minimum of Thirty Thousand Dollars (\$30,000) per year per one-half (1/2) interest.

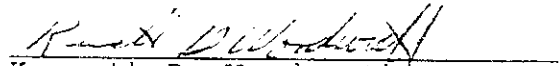
IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year in this agreement first above written.

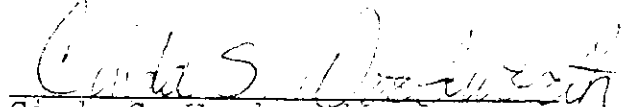
SELLERS


Delmar L. Woodworth


Marlene L. Woodworth

PURCHASERS


Kenneth D. Woodworth


Cinda S. Woodworth

STATE OF IDAHO)
) ss.
County of Minidoka)

On this 4th day of May, 1998, before me the undersigned a Notary Public in and for said State, personally appeared **DELMAR L. WOODWORTH** and **MARLENE L. WOODWORTH**, 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 seal the day and year in this certificate first above written.

(SEAL)


Notary Public for Idaho
Residing at: 2121 72nd Ave
Commission expires: 11/24/2000

STATE OF IDAHO)
) ss.
County of Minidoka)

On this 4th day of May, 1998, before me the undersigned a Notary Public in and for said State, personally appeared **KENNETH D. WOODWORTH** and **CINDA S. WOODWORTH**, 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 seal the day and year in this certificate first above written.

(SEAL)

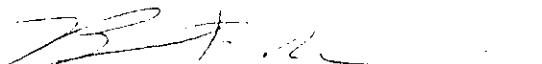

Notary Public for Idaho
Residing at: 2121 72nd Ave
Commission expires: 11/24/2000

EXHIBIT A
to Contract of Sale dated May 4, 1998 between
Delmar L. Woodworth and Marlene L. Woodworth, Sellers, and
Kenneth Woodworth and Cinda Woodworth, Purchasers

#1
Lot 1 Sec1 T11 R28

40.18 acres

#2
Lots 3 & 4 SE1/4
Sec31 T10 R29

261.53 acres

#3
NE1/4 S13 T11 R28

160.00 acres

#4
All S24 T10 R28
W1/2 S25 T10 R28

960.00 acres

#5
N1/2SE SWSE T 1084
Sec13 T10 R28
NW1/4 Sec14 T10 R28
NE1/4 Sec15 T10 R28

479.50 acres

#6
E1/2NW Sec15 T10 R28

80.00 acres

#7
Lots 1,2,3,4,5, SENW.
PT S1/2NE S6 T11 R29

276.94 acres

2,258.15 acres more or less

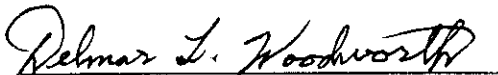
Cassia County Assessor
County Courthouse
Burley, Idaho 83313

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, **DELMAR L. WOODWORTH**, of 735 Calder Street, American Falls, Idaho, do by these presents make, constitute and appoint **KENNETH D. WOODWORTH** of HC 76 Box 1210, American Falls, Idaho, my true and lawful attorney for me and in my name, place and stead to transfer, correct, sell, convey, or contract for the sale or conveyance, and to manage and encumber as necessary, any or all of the water rights in my name to himself or to any person for such price or prices and on such terms and conditions as said attorney in fact may deem proper, and in my name to make, execute, acknowledge, and deliver documents of conveyance, or other instruments, necessary to affect such correction, sale, conveyance or transfer of those water rights and to act as my agent for any and all water rights in the name of CLEFT OF THE ROCK FARMS, a partnership, giving and granting unto said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and as fully and completely to all intents and purposes as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney or his substitute shall lawfully do or cause to be done by virtue hereof. This power of attorney shall not be affected by disability of the principal.

This power shall be valid until revoked in writing.

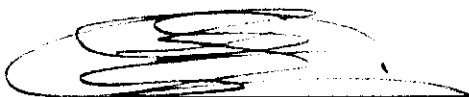
IN WITNESS WHEREOF, I have hereunto set my hand and seal the 6th day of June, 2001.


DELMAR L. WOODWORTH

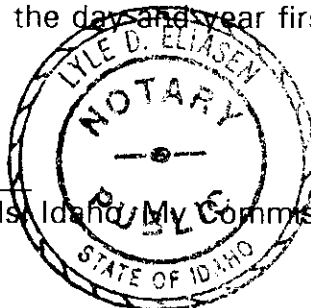
STATE OF IDAHO) COUNTY OF POWER) SS

On this 6th day of June, 2001, before me, a notary public in and for said county and state, personally appeared **DELMAR L. WOODWORTH** known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal, the day and year first above written.

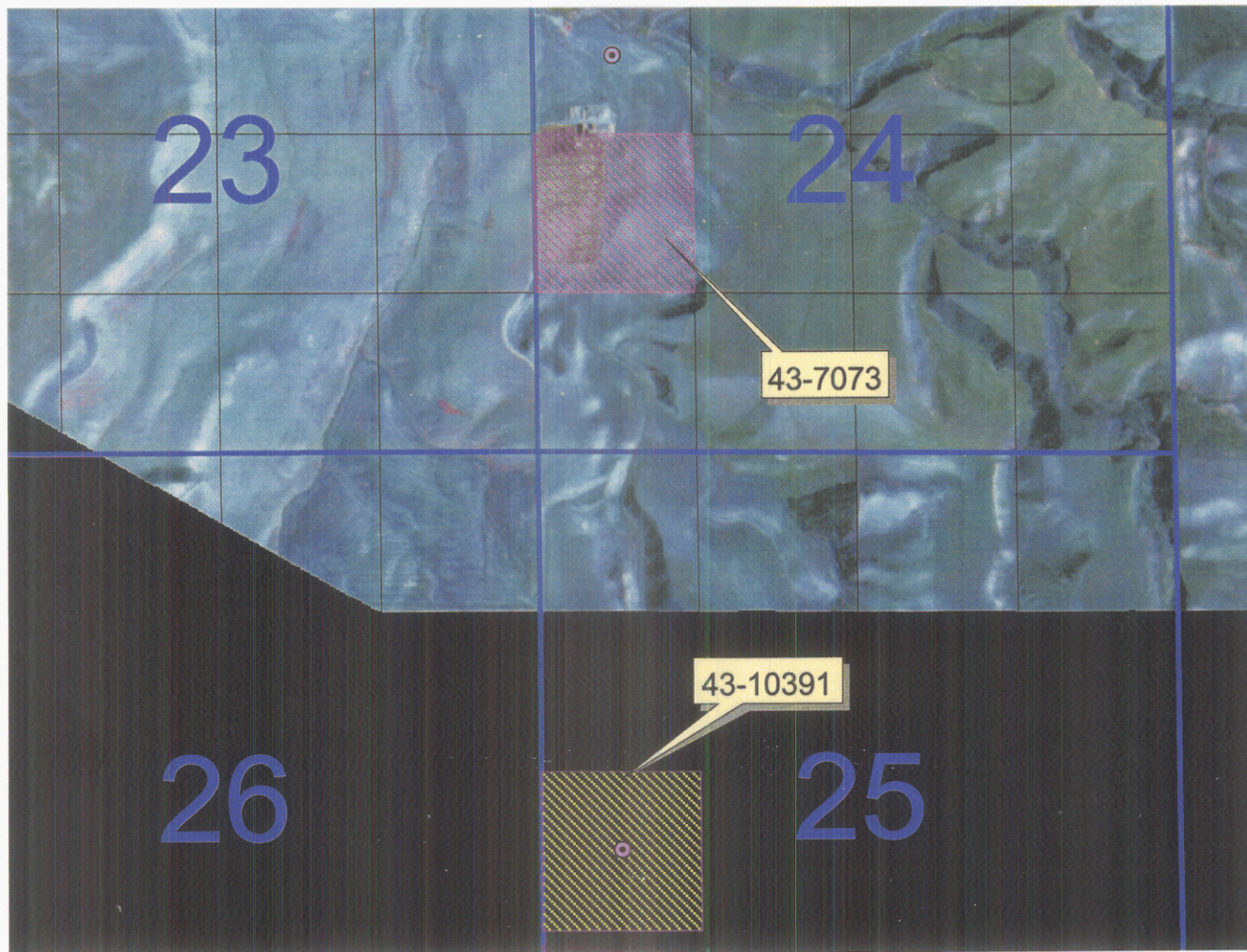


Notary Public Residing at American Falls, Idaho My Commission Expires 4/20/2004



SPECIAL POWER OF ATTORNEY
2001Wdwrtthpoa

IDAHO DEPARTMENT OF WATER RESOURCES



660 0 660 1320 Feet



-  RECOMMENDED PLACE OF USE
-  RECOMMENDED POINT OF DIVERSION
-  SECTION LINES
-  40 ACRE TRACT LINES

GIS PLACE OF USE PRESENTATION
1987 &/OR 1988 NAPP BASE PHOTOGRAPHY
DATA ENTERED BY: DOUGLAS JONES
DATE: 6/2001