Form 42-248/42-1409(6) July, 2000

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JUL 2 9 2005

Department of Water Resources
Eastern Region

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

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
29-8009					

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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.

   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): DANIEL P. BARCLAY
   ENNA BARCLAY

4. New Owner/Claimant(s): J. ADAM WOOD AND/OR HEIDI J. WOOD
   Name Connector (Check one): [ ] and, [ ] or, [x] and/or

   New Mailing Address: 4849 PLEASANT VIEW DR.

   City, State and ZIP Code: CHUBBUCK, ID 83202

   New Telephone Number: (208) 238-9182

5. Date you acquired the property: MAY 5, 2004

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) (include title if applicable) _____

Heidi J. Wood

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 JC Date 7-29-05 Fee $25-

Receipted by JC Date 7-29-05 Receipt No. E03110

Processed by _____ AJ Date _____ WR _____ Date _____

A Pioneer Company
PIONEER TITLE COMPANY
OF BANNOCK COUNTY
135 North Arthur Ave / Pocatello, Idaho 83204 / (208)
233-9595

Order No. 20040611 SMK LT

WARRANTY DEED

For Value Received

Daniel P. Barclay and Enna Jo Barclay, husband and wife

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

J. Adam Wood and Heidi Wood, husband and wife

hereinafter referred to as Grantee, whose current address is

4869 Johannsen Place, Chubbuck, ID 83202

the following described premises, to-wit:

LEGAL DESCRIPTION EXHIBIT "A" ATTACHED

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his 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 said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: May 5, 2004

Daniel P. Barclay

Enna Jo Barclay

STATE OF IDAHO

s.

COUNTY OF ADA

On this 6th day of MAY, in the year of 2004, before me, the undersigned, notary public personally appeared DANIEL P. BARCLAY and ENNA JO BARCLAY known or identified to me to be the person/persons whose name is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

LORAIN P. YOUNG NOTARY PUBLIC STATE OF IDAHO

Lorain P. Young
Notary Public of IDAHO
Residing at Boise
Commission expires: 04-04-08

2-2

EXHIBIT A

20423822

Parcel 1

Lot 2 in Block 1 of WORTHEN SUBDIVISION, Bannock County, Idaho, as the same appears on the official plat thereof, filed in the office of the County Recorder of Bannock County, Idaho.

Parcel 2

A tract of land in the SW ¼ of Section 2, Township 6 South, Range 34 East, Boise Meridian, a portion of Lot 2 in Block 2 of Johannsen's Bluff, a Subdivision recorded in the records of Bannock County as instrument 753317, described as follows:

Commencing at the Northwest corner of Lot 2 in Block 2 of Johannsen's Bluff; thence South 01°00'49" East along the West boundary of Johannsen's Bluff for a distance of 129.48 feet to the TRUE POINT OF BEGINNING; thence continuing South 01°00'49: East along the said West boundary for a distance of 70.00 feet; thence North 88°59'11" East for a distance of 1.00 feet to an intersection with the west right of way line of Johannsen's Place; thence North 01°00'49" West along the said right of way line for a distance of 70.00 feet; thence South 88°59'11" West for a distance of 1.00 feet TO THE POINT OF BEGINNING.

REAL ESTATE PURCHASE AND SALE AGREEMENT
(with Earnest Money Provision)

THIS CONTRACT CONTROLS THE TERMS OF SALE OF THE PROPERTY. READ CAREFULLY BEFORE SIGNING: IF ANY QUESTIONS, CONSULT YOUR ATTORNEY. CHUBBUCK, Idaho MAY 3, 2004

(hereinafter called "Buyer") agrees to purchase, and the undersigned agrees to sell the following described real estate hereinafter referred to as "premises" located in CHUBBUCK County of BANNOCK State of Idaho, commonly known as 4849 JOHANSEN PLACE

legally described as: LOT 2 IN BLOCK 1 OF WORTHEN SUBDIVISION AND THE ADJOINING PARCEL DESCRIBED AS PARCEL 2 ON THE ATTACHED SCHEDULE A EXHIBIT A, FOR A TOTAL OF .75 ACRES

A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED, ATTACHED OR WRITTEN ON THE REVERSE HEREOF PRIOR TO EXECUTION BY SELLER. Buyer hereby authorizes broker to insert over his signature the correct legal description of the premises if unavailable at the time of signing, or to correct the legal description previously entered if erroneous or incomplete).

1. TOTAL PURCHASE PRICE IS FORTY SEVEN THOUSAND EIGHT HUNDRED DOLLARS AND NO CENTS DOLLARS($ 47,800.00) payable as follows:

A. Earnest Money.

(a) Buyer hereby deposits and receipt is hereby acknowledged of ONE HUNDRED Dollars ($100.00) evidenced by: ☐ Cash, ☒ Personal Check, ☐ Cashiers Check, ☐ Note Due or paid or delivered as earnest money in part payment of the purchase price for the premises.

(b) Earnest Money to be deposited in trust account upon acceptance by all parties.

(c) All Earnest Money shall be held by PIONEER TITLE COMPANY for the benefit of the parties hereto, and PIONEER TITLE COMPANY (Broker) shall hold the completely executed broker's copy of this agreement.

B. Balance of purchase price to be paid as follows: CASHIERS CHECK FOR THE FULL BALANCE PAYABLE TO PIONEER TITLE COMPANY AT TIME OF BUYERS CLOSING

2. Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of MAY 6, 2004 OR SOONER. If Seller does not accept this agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.

3. Title of Seller is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by Seller may be paid out of purchase money at date of closing. Any liens, encumbrances or defects which are to be discharged or assumed by Buyer or to which title is taken subject to (not otherwise set forth above) are: N/A

4. The Seller shall, within a reasonable time after closing, furnish to the Buyer a title insurance policy in the amount of the purchase price of the premises from a title insurance company showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this agreement to be discharged or assumed by the Buyer. Prior to closing the transaction, the Seller shall furnish to the Buyer a preliminary report or commitment made by a title insurance company showing the condition of the title to said premises. The parties agree that PIONEER Title Company shall provide said title policy and preliminary report or commitment. It is agreed that if the title to said premises is not marketable, or cannot be made so within thirty (30) days after notice containing a written statement of defects is delivered or mailed to the Seller, or if the Seller, having approved said sale fails to consummate the same as herein agreed, such failure shall constitute a default and the Earnest Money shall be returned to the Buyer and Seller shall pay for the cost of title insurance, escrow and legal fees, if any. Buyer's acceptance of the Earnest Money does not constitute a waiver of other remedies available.

5. Is is hereby agreed that the "closing agent" for this agreement shall be PIONEER TITLE CO. PIONEER TITLE CO. is the broker responsible for the closing. Where not otherwise provided by law, the parties shall each pay one-half of said closing agent's fees. The closing date shall be on MAY 7 2004 OR MAY 10, 2004.

6. On or before the closing date, Buyer and Seller shall deposit with the closing agent all funds and instruments necessary to complete the sale.

7. Seller shall deliver possession to Buyer on or before DATE OF CLOSING, and taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserves on liens, loans or obligations assumed or taken subject to, and utilities shall be prorated as of DATE OF CLOSING, except as follows: N/A

Buyer shall pay for fuel in fuel tank, the amount to be determined by the supplier at Seller's expense.

8. The parties agree that this agreement contains the following additional terms and conditions:

9. The following items of property now on the premises are specifically excluded from the sale:

The following items of personal property are specifically included in the sale: EXISTING MECHANICALS IN WELL HOUSE

10. IMPORTANT: THE RESERVE OF THIS AGREEMENT CONTAINS IMPORTANT PROVISIONS WHICH ALSO CONSTITUTE PART OF THE AGREEMENT. Each of the parties acknowledges reading this agreement in full.

Buyer

Heidi Joy Wood
Buyer

4849 PLEASANT VIEW DR. CHUBBUCK ID 83202
Buyer's Address

(208) 238-9182 / (208) 406-8968
Buyer's Phone

On this date, _____ I/We hereby approve and accept the sale set forth in the above agreement and agree to carry out all terms thereof on the part of the Seller. I/We further acknowledge receipt of a true copy of this agreement with the complete legal description of the premises inserted and signed by both parties.

Raquel Barclay
Seller

Emma B. Barclay
Seller

10060 Clarkson PL Boise Idaho
Seller's Address

208-322-7892
Seller's Phone

A true copy of the foregoing agreement, signed by the Seller and containing the full and complete legal description of the premises, is hereby received on this 11 day of MAY, 2004

Buyer

Heidi Joy Wood
Buyer

STATE OF IDAHO)
)ss
County of _____)

On this _____ day of _____, ____, before me, the undersigned, a Notary Public in and for said State, personally known to me to be the person(s) who signed the foregoing instrument as Seller and acknowledged to me that he executed the same.

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

Notary Public for Idaho Residing at

Copy to Adam Wood (208)237-8891

FAX Transaction (208)234-0621 (2 pages)

May 3, 2004

ATTN: Brenda
Pioneer Title Company
135 N Arthur Av
POCATELLO, ID 83204 - 3106
(208) 233-9595

RE: Title Insurance/Closing of building lot
.75 acre lot @ 4869 Johannsen Pl – Chubbuck

As per our telephone conversation this date, I provide the following information to begin processing the purchase of the above referenced transaction with preparation of paper work at the Pocatello Office and Sellers signing arranged through the Boise Office.

Seller: Daniel P. and Enna Jo Barclay, Husband and Wife
10060 Clarkson Pl Boise, ID 83704
(208)322-7892 Cell(208)371-8573

$850.00

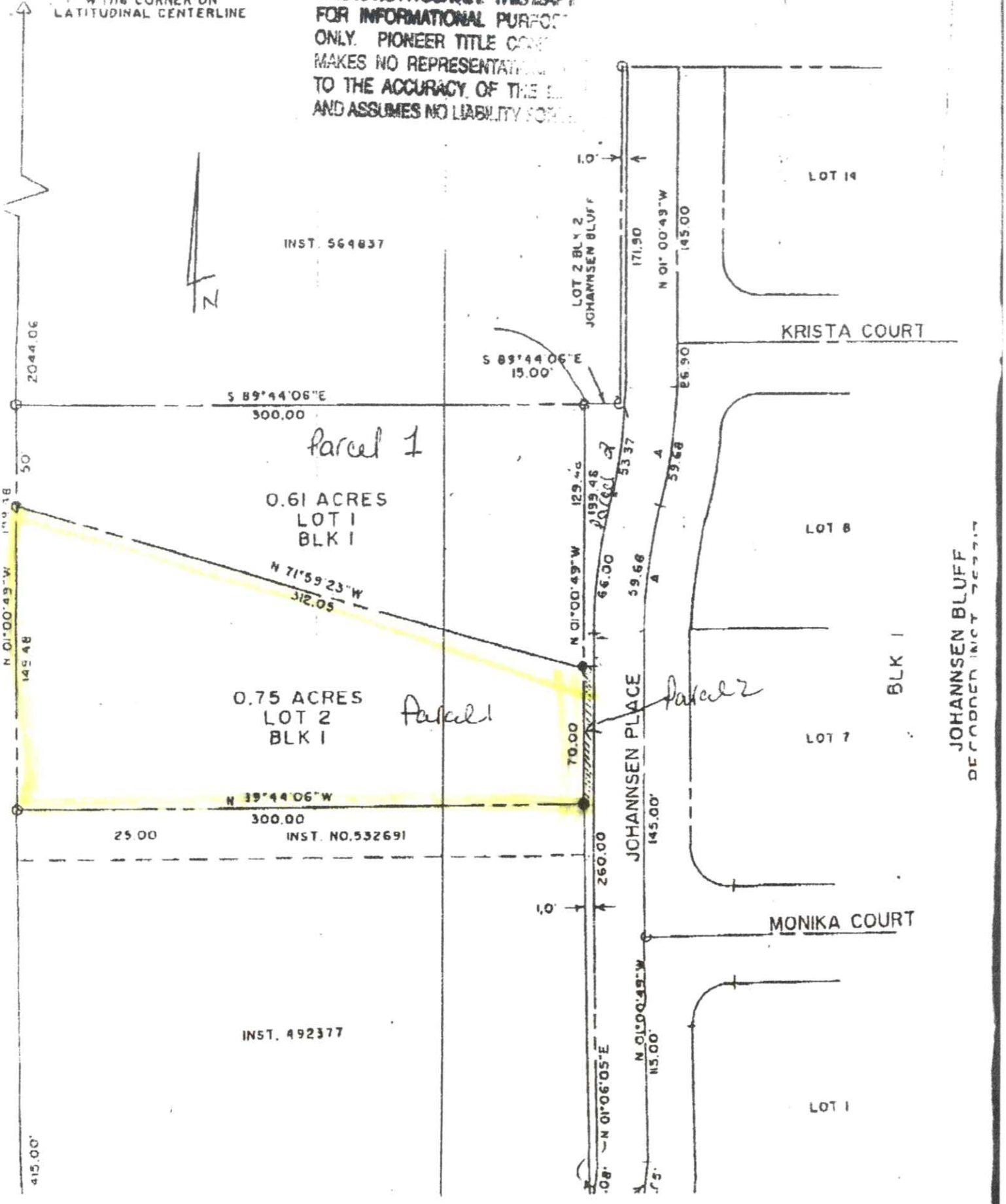
Buyer: Adam and Heidi Wood, Husband and Wife
1540 N Yellowstone Ave Pocatello, ID 83201
(208)233-8890 ext 13 Cell (208)406-8968

Purchase price $47,800 Cash with Seller paying all closing costs

Legal Description: Lot 2, Block 1, Worthen Subdivision + a portion of Lot 2, Block 2 (south 70 feet) Johansen Bluff

Attached is the signed fax agreement for purchase. Please feel free to contact Adam Wood in Chubbuck or myself with any questions.

Thank You.

Mary Ann Barclay, Daughter of Sellers Acting in behalf of sellers

THIS IS NOT A SURVEY. THIS MAP IS
FOR INFORMATIONAL PURPOSES
ONLY. PIONEER TITLE CO.
MAKES NO REPRESENTATION
TO THE ACCURACY OF THE
AND ASSUMES NO LIABILITY