

IDAHO DEPARTMENT OF WATER RESOURCES

72-10130A
ROBERT & NIDA KEEFER



1320 0 1320 Feet



RECOMMENDED PLACE OF USE
DATA ENTRY ON OCT. 3, 1998
TWP 14N, 18E, SEC 28

- RECOMMENDED PLACE OF USE
- ⊙ RECOMMENDED POINT OF DIVERSION
- SECTION LINES
- QUARTER QUARTER LINES

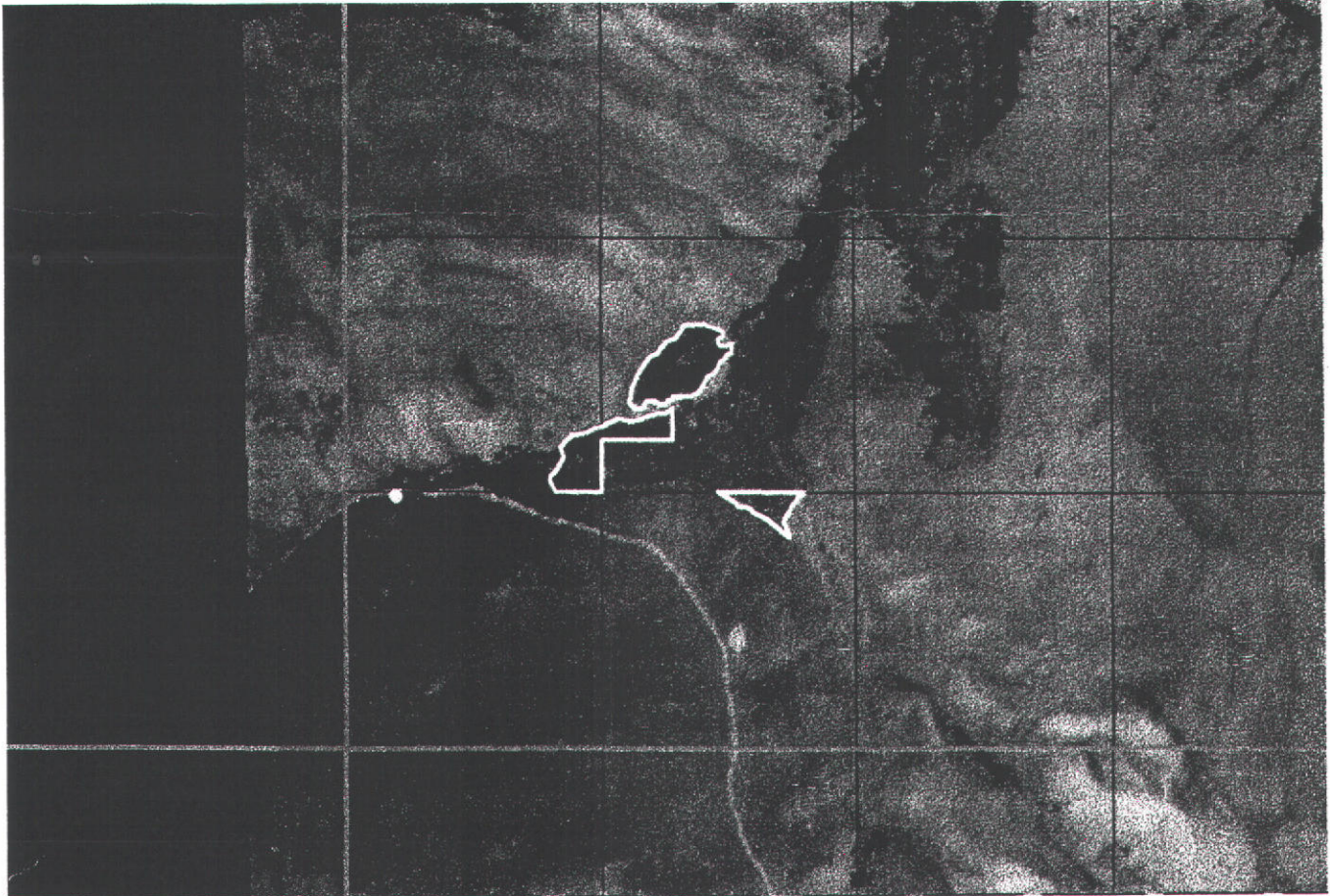
MICROFILMED
MAR 20 2003

GIS PLACE OF USE PRESENTATION
USFS 1992 AERIAL PHOTOGRAPHY
DATA ENTRY BY JEANIE ROBERTSON

IDAHO DEPARTMENT OF WATER RESOURCES

72-10130B

U.S.F.S. → ?



1320 0 1320 Feet



RECOMMENDED PLACE OF USE
DATA ENTRY ON OCT. 3, 1998
TWP 14N, 18E, SEC 28

RECOMMENDED PLACE OF USE

⊙ RECOMMENDED POINT OF DIVERSION

□ SECTION LINES

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GIS PLACE OF USE PRESENTATION
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DATA ENTRY BY JEANIE ROBERTSON

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DEC 5 2002

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NOV 29 2002

STATE OF IDAHO Department of Water Resources
 DEPARTMENT OF WATER RESOURCES
 NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Department of Water Resources
 Southern 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 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
72-10130 A					
72-10130 B					

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) Nida Keefer
P.O. Box 2454 Idaho Falls, ID 83403
4. New Owner/Claimant(s) David O. Kingston
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 477 Shoup Ave. Suite 207
- City, State and ZIP Code Idaho Falls, ID 83402
- New Telephone Number (208) 522-2365
5. Date you acquired the property 11/25/02

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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) David O Kingston
(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 12/24/02 Fee 50.00
 Received by [Signature] Date 12/24/02 Receipt No. 5025346
 Processed by _____ AJ Date _____ WR _____ Date _____

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NOV 29 2002

SALES CONTRACT

Department of Water Resources

Department of Water Resources
Southern Region**SELLER:**

Nida Keefer
P. O. Box 2454
Idaho Falls, ID 83403

BUYER:

Kingston Properties, L. P.
David O. Kingston
477 Shoup Ave. Suite 207
Idaho Falls, ID 83402

THIS AGREEMENT, executed in triplicate this 21st day of November, 2002 by and between NIDA KEEFER, a single woman, hereinafter referred to as "Seller", as parties of the First Part, and DAVID O. KINGSTON, Kingston Properties L. P., hereinafter referred to as "Purchaser", as Party of the Second Part.

WITNESSETH:**I. Sale.**

The Seller, in consideration of the covenants hereinafter contained on the part of the Purchaser, does hereby sell and agree to convey unto the Purchaser by Warranty Deed to the real estate, conveying a good and clear title to the same in fee simple, free and clear of all encumbrances incurred, by the Seller and further excepting any encumbrances that may have attached by reason of any act or acts of the Purchaser, and excepting any to which this agreement is expressly made subject, the following described property located in Custer County, State of Idaho, to wit:

The south half of the Northeast quarter of the Northeast quarter of the Southwest quarter (S 1/2 NE 1/4 NE 1/4 SW 1/4); the East half of the Southwest quarter of the Northeast quarter of the Southwest quarter (E 1/2 SW 1/4 NE 1/4 SW 1/4); the East half of the Northeast quarter of the Southeast quarter of the Southwest quarter (E 1/2 NE 1/4 SE 1/4 SW 1/4); the West half of the Southwest quarter of the Southwest quarter of the southeast quarter ((W 1/2 SW 1/4 SW 1/4 SE 1/4); the Southeast quarter of the Northeast quarter of the Southwest quarter (SE 1/4 NE 1/4 SW 1/4); the Southwest quarter of the Southwest quarter of the Northeast quarter of the Southwest quarter (SW 1/4 SW 1/4 NE 1/4 SW 1/4); and the Southwest quarter of the Northwest quarter of the Southwest quarter of the Southeast (SW 1/4 NW 1/4 SW 1/4 SE 1/4); of Section * Twenty-eight (28) in Township Fourteen (14), North of Range Eighteen (18) East of the Boise Meridian, Idaho, containing Thirty-Five (35) acres.

(1)

MICHAEL

NOV 29 2002

Together with all improvements, easements and appurtenances. Ditch and ditch rights, water and water rights appurtenant to said premises or used in connection therewith, and subject to such rights, zoning regulations, easements, restrictions and covenants as they appear of record or by use upon the premises.

2. Price and Payment.

The purchase price of said property is the sum of Ninety Five Thousand Dollars (\$95,000), lawful money of the United States, to be paid by the Purchaser to the Seller as follows:

TO BOB KEEFER: Forty Thousand (\$40,00 CASH))

TO NIDA KEEFER: Thirty-Five Thousand (\$35,000 CASH) AND

A 2002 Subaru Outback Serial No. 4S3BH665527633708 valued @ \$20,000

***In addition:** An annuity in the form of a "life estate" shall be paid to Nida in the amount of \$700.00 per month for her lifetime. This payment shall be made to Nida Keefer, in person, at the office of David O. Kingston, Kingston Properties, Idaho Falls, Idaho. Purchaser shall assure this annuity by a clause in his personal will stating the amount to be paid to Nida from life insurance proceeds.*

3. Possession Date.

The Sellers shall give possession and all ownership rights of the premises over to the Purchaser as of the closing date of this contract.

4. Taxes and Assessments.

The Seller shall pay all taxes and assessments for all years prior thereto. The property taxes for the year 2002 shall be prorated to the date of closing. The term "taxes" shall include all irrigation district or canal stock company assessments.

5. Conveyance of Title.

The Seller shall execute and deliver to the Purchaser, a good and sufficient Warranty Deed to the premises herein sold and agreed to be conveyed, conveying fee simple title to the Purchaser, free and clear of all encumbrances, excepting any to which this agreement is expressly made subject, and excepting any that may have attached by reason of any act or acts of the Purchaser upon payment by Purchaser of the full sums due under this contract. The parties hereto shall execute a memorandum of this sale and the Seller shall cause the same to be recorded with the Recorder of Custer County, Idaho.

6. Title Insurance

Within 30 days following the delivery of said deed, the Seller shall cause to be delivered to Purchaser an Owners Policy of Title Insurance, which policy shall be in the face amount of the contract price of the real estate, and shall show fee simple title in the Seller, free and clear of all encumbrances, excepting any that may have attached by reason of any act or acts of the Purchaser, and excepting any to which this agreement is expressly made subject. Title Insurance fees will be paid by the buyer.

7. Default.

If Purchaser shall default in any of the above said payments, including but not limited to, the \$700.00 per month to Nida Keefer, Seller shall have the right to foreclose and regain possession of said property. However, prior to foreclosure (and regaining possession), seller must notify buyer in writing of such default and buyer shall have 20 days to cure or remedy the condition of default.

8. Benefits.

The terms and conditions of this contract shall inure to the benefit of and be binding upon the heirs, personal representatives and assigns of the parties hereto.

9. Written Agreements.

This contract contains the entire agreement between the parties hereto, and there are no oral representations or warranties binding upon the parties, which are not contained herein.

10. Interpretation.

The term "Seller" and "Purchaser" and the language of this agreement, where there is more than one Seller or Purchaser, shall be construed as plural.

IN WITNESS WHEREOF, the parties hereby have hereunto set their hands and seals the day and year first above written.

Nida Keefer
SELLER

Nida Keefer

David O. Kingston
BUYER

David O. Kingston
Kingston Properties, L. P.

Date: _____ Witness: _____

(3)

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MAR 20 2003

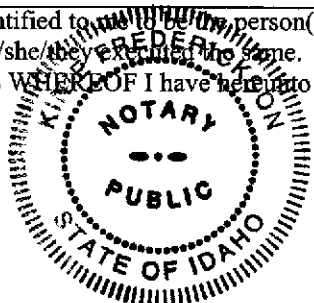
State of Idaho

}
} ss.

County of Bonneville

On this 21st Day of November 2002, before me, a Notary Public in and for said state, personally
appeared David O. Kingston

known or identified to me to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged
to me that he/she/they executed the same.
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above
written.



Residing in Bonneville County
My Commission Expires _____

A handwritten signature of Frederic K. Kinnison in black ink.

Notary Public for the State of Idaho
Residing at: Idaho Falls ID
Commission Expires: 09-05-03

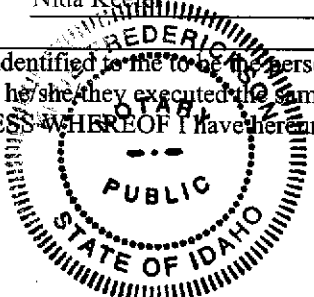
State of Idaho

}
} ss.

County of Bonneville

On this 21st Day of November 2002, before me, a Notary Public in and for said state, personally
appeared Nida Keefar

known or identified to me to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged
to me that he/she/they executed the same.
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above
written.



Residing in Bonneville County
My Commission Expires _____

A handwritten signature of Frederic K. Kinnison in black ink.

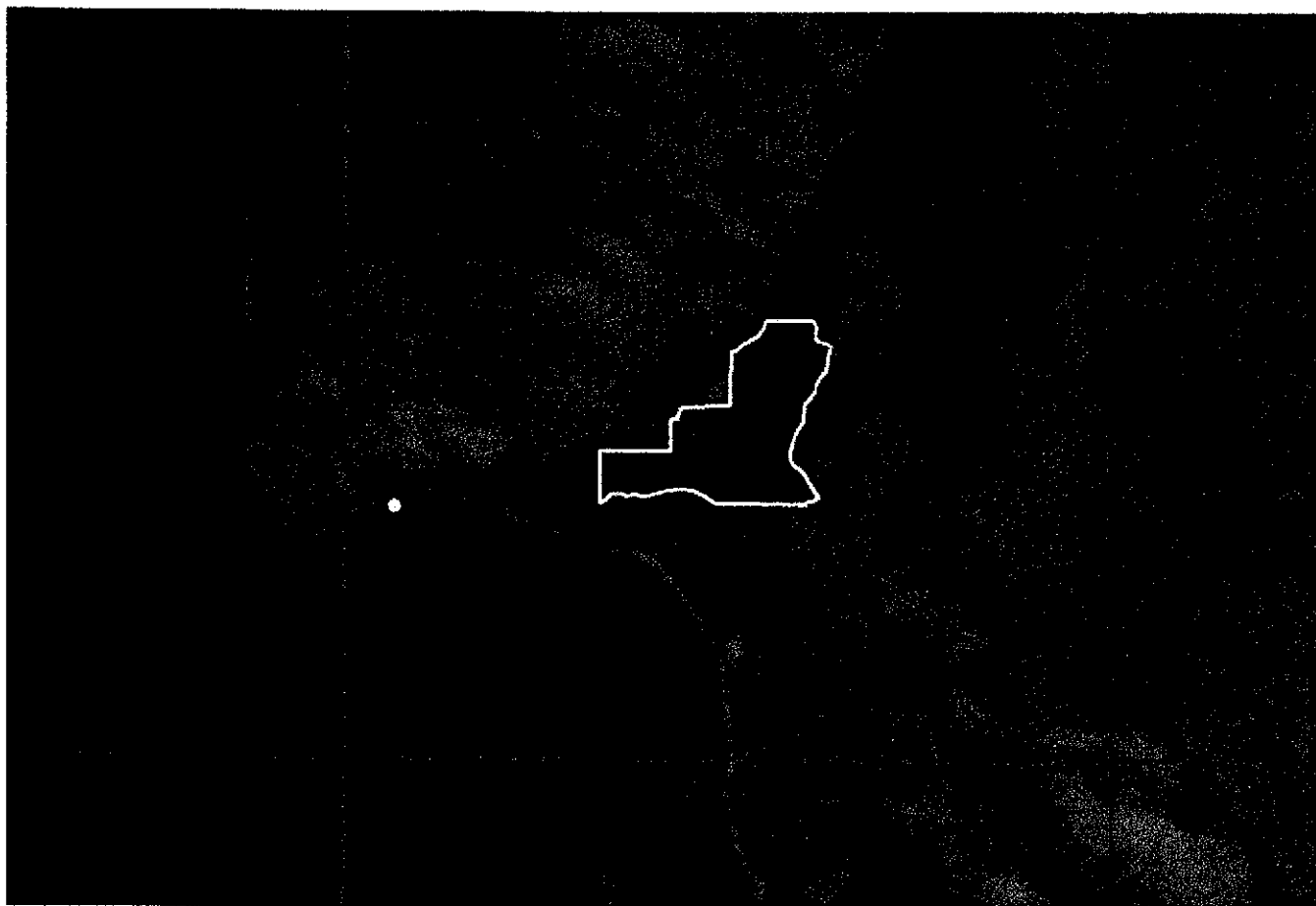
Notary Public for the State of Idaho
Residing at: Idaho Falls, ID
Commission Expires: 09-05-03

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MAR 20 2003

IDAHO DEPARTMENT OF WATER RESOURCES

72-10130A
ROBERT & NIDA KEEFER



1320 0 1320 Feet



RECOMMENDED PLACE OF USE
DATA ENTRY ON OCT. 3, 1998
TWP 14N, 18E, SEC 28

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⊙ RECOMMENDED POINT OF DIVERSION

□ SECTION LINES

□ QUARTER QUARTER LINES

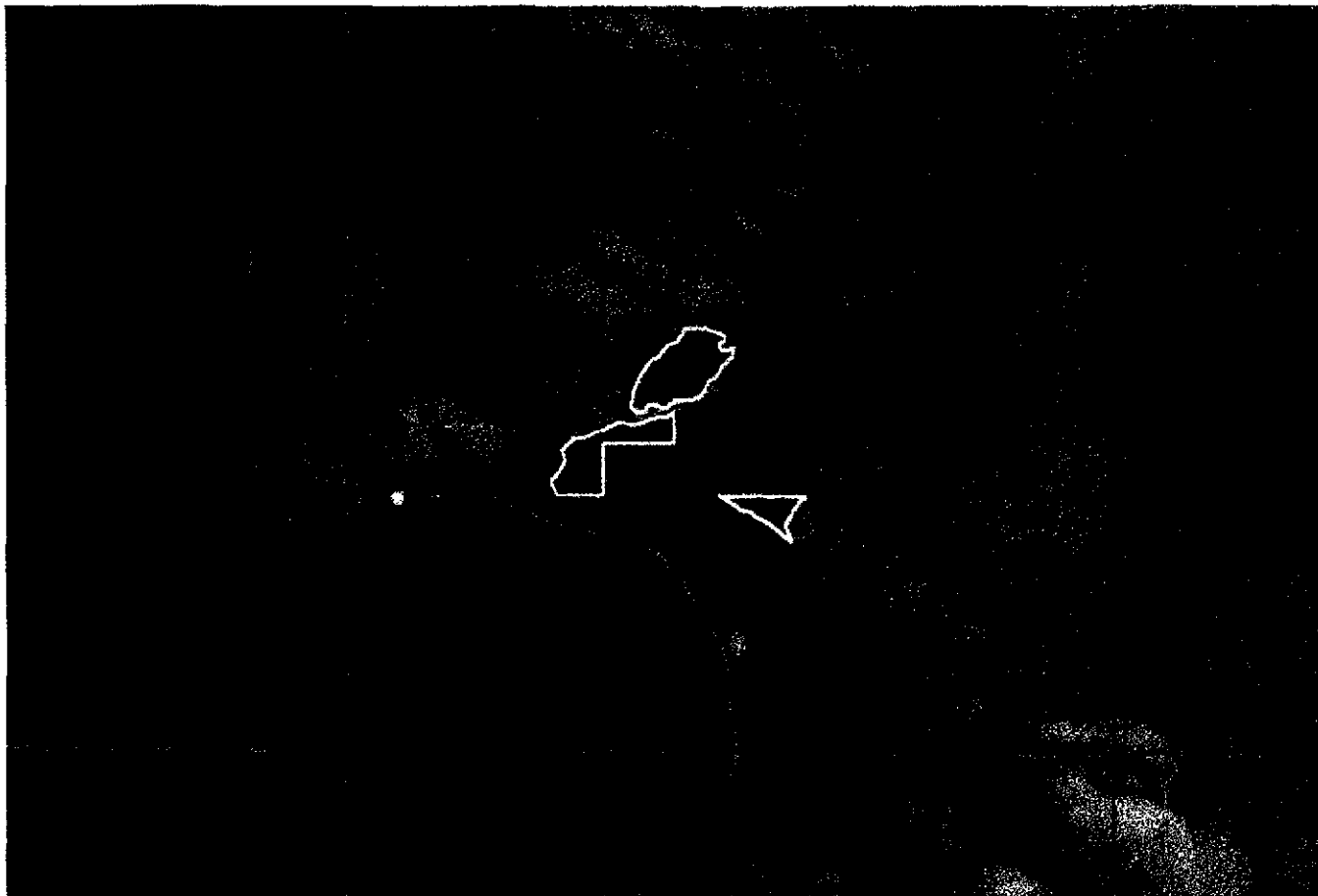
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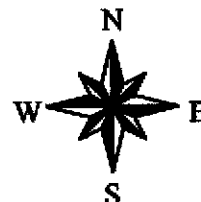
IDAHO DEPARTMENT OF WATER RESOURCES

72-10130B

U.S.F.S. → ?



1320 0 1320 Feet



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RECOMMENDED PLACE OF USE



RECOMMENDED POINT OF DIVERSION



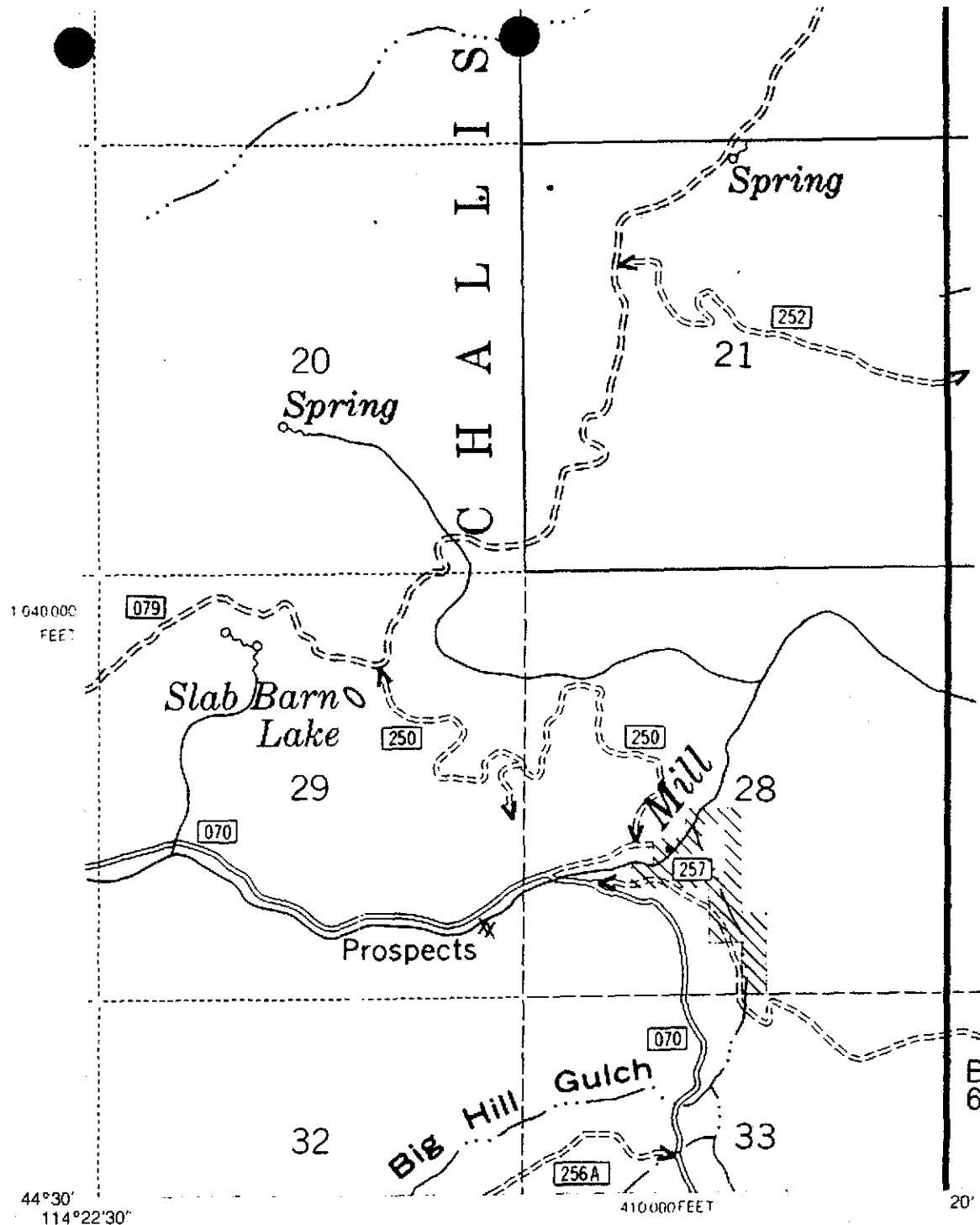
SECTION LINES



QUARTER QUARTER LINES

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(BAYHORSE LAKE)

Base Map Prepared by the U.S. Geological Survey

Control by USGS and USC&GS

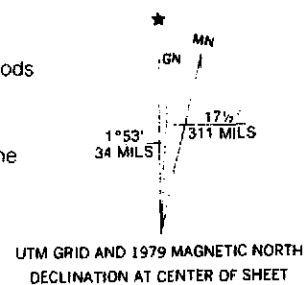
Topography from aerial photographs by photogrammetric methods
Aerial photographs taken 1952 Advance field check 1956

Polyconic projection 1927 North American datum
10,000-foot grid based on Idaho coordinate system, central zone
1000-meter Universal Transverse Mercator grid ticks,
zone 11

INTERMEDIATE EDITION

Modification to USGS base map by Geometronics Service
Center from 1979 aerial photography and 1980 correction
guides furnished by the Intermountain Region

Language revised according to additional Forest Service evidence



- Nati
- Alien
- Bour
- TOWNSHIP AND
- Surv
- Surv
- Unst

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MAR 20 2003

WARRANTY DEED

RECEIVED

NOV 29 2002

Department of Water Resources
Southern Region

Order No.:307021411C-G

FOR VALUE RECEIVED

Nida Keefer, an unmarried person

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Kingston Properties Limited Partnership, an Idaho Partnership

whose current address is

477 Shoup Ave. Suite 207
Idaho Falls, ID 83402

the grantee(s), the following described premises, in Custer County, Idaho, TO WIT:

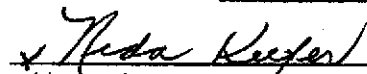
CERTAIN REAL PROPERTY SITUATED IN CUSTER COUNTY, STATE OF IDAHO, TO-WIT:

THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (S1/2NE1/4NE1/4SW1/4); THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (E1/2SW1/4NE1/4SW1/4); THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (E1/2NE1/4SE1/4SW1/4); THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (W1/2SW1/4SW1/4SE1/4); THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE1/4NE1/4SW1/4); THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (SW1/4SW1/4NE1/4SW1/4); AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4NW1/4SW1/4SE1/4) OF SECTION TWENTY-EIGHT (28) IN TOWNSHIP FOURTEEN (14) NORTH OF RANGE EIGHTEEN (18) EAST OF THE BOISE MERIDIAN.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: 11/21/2002


Nida Keefer

State of Idaho

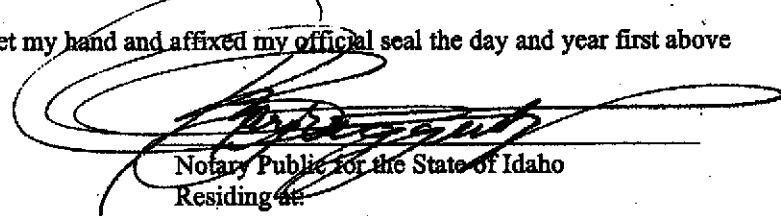
County of Custer

 ss.

On this 21 Nov 2002, before me, a Notary Public in and for said state, personally appeared Nida Keefer

known or identified to me to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged to me that he/she/they 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 the State of Idaho
Residing at
Commission Expires:

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MAR 20 2003

RECEIVED RECEIVED
DEC - 5 2002 NOV 29 2002

QUITCLAIM DEED Department of Water Resources
Southern Region

ORDER NO.: 307021411C-G

FOR VALUE RECEIVED, Robert W. Keefer former spouse of Nida Keefer

Do(es) hereby convey, release, remise and forever quit claim unto

Nida Keefer AN UNMARRIED PERSON

whose current address is:: PO BOX 2454 IDAHO FALLS ID 83403

the following described premises:

CERTAIN REAL PROPERTY SITUATED IN CUSTER COUNTY, STATE OF IDAHO,
TO-WIT:

THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE
NORTHEAST QUARTER OF THE SOUTHWEST QUARTER
(S1/2NE1/4NE1/4SW1/4); THE EAST HALF OF THE SOUTHWEST QUARTER
OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER
(E1/2SW1/4NE1/4SW1/4); THE EAST HALF OF THE NORTHEAST QUARTER
OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER
(E1/2NE1/4SE1/4SW1/4); THE WEST HALF OF THE SOUTHWEST QUARTER
OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER
(W1/2SW1/4SW1/4SE1/4); THE SOUTHEAST QUARTER OF THE NORTHEAST
QUARTER OF THE SOUTHWEST QUARTER (SE1/4NE1/4SW1/4); THE
SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE
NORTHEAST QUARTER OF THE SOUTHWEST QUARTER
(SW1/4SW1/4NE1/4SW1/4); AND THE SOUTHWEST QUARTER OF THE
NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE
SOUTHEAST QUARTER (SW1/4NW1/4SW1/4SE1/4) OF SECTION TWENTY-
EIGHT (28) IN TOWNSHIP FOURTEEN (14) NORTH OF RANGE EIGHTEEN
(18) EAST OF THE BOISE MERIDIAN.

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns
forever.

October 17, 2002

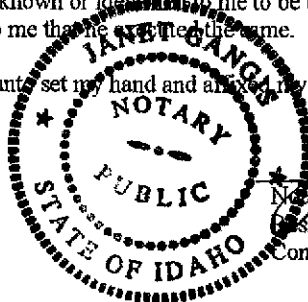
Robert W. Keefer

Robert W. Keefer
State of Idaho

County of

On this 21st day of Oct., in the year 2002, before me, a Notary Public in and for said state,
personally appeared Robert W. Keefer known or identified to me to be the person whose name is subscribed to the
within instrument and acknowledged to me that he executed the same.

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



Janet Dargis
Notary Public for the State of Idaho
Residing at: Challis
Commission Expires: 4/30/04

225813

Custer County Reg. of

Robert Keefer

Time 2:25 PM Date 10/21/2002

Ethel M. Peck, Clerk

Wendy Laugel \$ 3.00
Deputy

MAR 20 2003

PAGE 1
Nov-28-2000



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

February 5, 2003

DAVID O KINGSTON
477 SHOUP AVE #207
IDAHO FALLS ID 83402

RE: Change of Ownership for Water Rights 72-10130A and 72-10130B

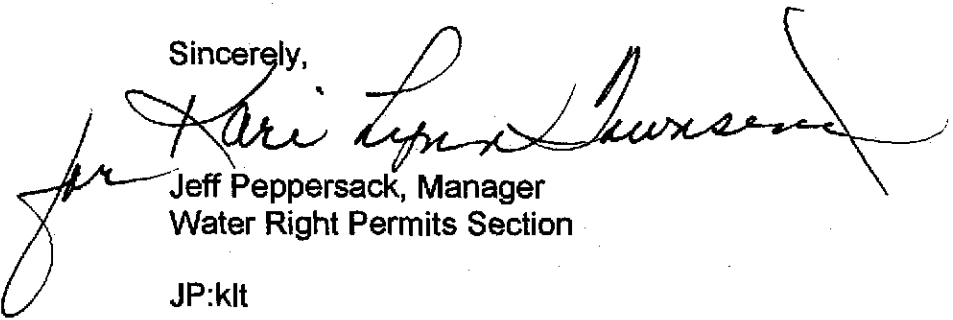
Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water rights to you. The department has modified its records to reflect the changes in ownership and has enclosed computer-generated reports for your records.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,


Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosures

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MAR 20 2003