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JUN 14 2004

Department of Water Resources

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

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NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Department of Water Resources
Eastern RegionPlease print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s): _____
Adjudication Claim No(s): A22-11977 \$25
2. The following REQUIRED information must be submitted with this form:
 - 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 attached to your deed or on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant Hugh Hoopes
POB 58, Tetonia, ID
4. New Owner/Claimant(s) Robert and Sharman Wilson
Name Connector (Check one): [☒] and, [] or, [] and/or
New Mailing Address POB 332
City, State and ZIP Code Driggs, ID 83422
New Telephone Number (208) 354-8277
5. Date you acquired the property 6-16-95
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.
Number of acres you irrigate _____ Number and type of stock _____
Diversion rate in CFS _____ Number of homes _____ Other uses _____
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 or Claimant(s) Robert J. Wilson Date 6-13-00
Sharman L. Wilson Date 6-13-00
(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims..

JUN 16 1995

TETON Co. ID

SPECIAL WARRANTY DEED

Special Warranty deed made this 16th day of June, 1995, between 1031 Exchange, Inc. a Wyoming corporation of the County of Teton, State of Wyoming, hereinafter referred to as GRANTOR, and Robert J. Wilson and Sharman Lee Wilson, husband and wife, as joint tenants with right of survivorship, of P. O. Box 332, Victor, Idaho 83422, hereinafter referred to as GRANTEE.

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is acknowledged, and pursuant to an I. R. C. § 1031 tax deferred exchange, has granted, bargained, and sold, and, by this deed, grants, bargains, sells, conveys, and confirms to Grantee and Grantee's heirs and assigns forever, all of the following described real estate situated in the County of Teton, State of Idaho:

Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho.

Section 21: NE1/4SE1/4

Section 22: NE1/2SW1/4, NW1/4SE1/4

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances belonging to the described property or in any manner appertaining to such property, including mineral and water rights, the reversion and reversions, remainder and remainders, rents, issues, and profits of such property; and all estate, right, title, and interest in and to such property, as well in law as in equity

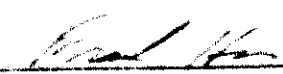
SUBJECT TO all covenants, conditions, easements, reservations, rights and rights-of-way of sight and/or record

To have and to hold, all and singular the described property together with the appurtenances to Grantee and Grantee's heirs and assigns forever.

Grantor shall and will specially warrant that the title to the aforesaid property is free from defects or encumbrances created or suffered by Grantor and will forever defend the property conveyed by the within deed, and every part thereof, against every person lawfully claiming the same, or any part thereof, by, through, or under Grantor, and no other.

WITNESS my hand this 16th day of June, 1995.

1031 Exchange, Inc.,
a Wyoming corporation


Frank Hess its President

120294



RELEASE AND WARRANTY AGREEMENT

This Release and Warranty Agreement made effective the 15th day of June, 1995, is by and between Hugh N. Hoopes and Rose Hoopes (hereinafter referred to as "Grantor"), Robert J. Wilson and Sharman Lee Wilson (hereinafter referred to as "Grantee"), and 1031 Exchange, Inc., a Wyoming corporation (hereinafter referred to as "Accommodator"), with reference to the following facts:

A. Accommodator, Grantor, and Grantee are involved in a real property transaction concerning certain property (hereinafter referred to as the "Property"), and more particularly described as:

■ Township 4 North, Range 45 East, Boise Meridian, Teton
County, Idaho.
B → Section 21: NE1/4SE1/4
C → Section 22: N1/2SW1/4, NW1/4SE1/4
■

B. One of the purposes of this transaction is to effect a tax deferred exchange for the benefit of the Grantee. Accommodator is participating in said transaction as a qualified intermediary only to enable Grantee to exchange property which should qualify for non-recognition of gain under Section 1031 of the Internal Revenue Code. Grantee has assigned to accommodator pursuant to a written Assignment of Purchase Offer, the right to purchase said property on behalf of Grantee.

C. Accommodator agrees to participate in such transaction only if Grantee releases Accommodator from all liability with respect to the Property.

D. Grantee requires that, despite the participation by Accommodator and the existence of title insurance, Grantee be permitted to rely upon and enforce any and all standard covenants and warranties contained within a special warranty deed the same as if they were contained within a general warranty deed given directly by the Grantor to the Grantee without the intervention of Accommodator. Grantor requires that Grantee pay any and all costs of Accommodator and other expenses incurred as a result of the tax deferred exchange.

NOW, THEREFORE, the parties hereto agree as follow:

1. Accommodator hereby agrees to acquire title to the Property from Grantor and immediately re-convey the Property to Grantee by special warranty deed.

2. Grantee agrees to indemnify and hold harmless and defend Grantor from any and all costs, expense, liability, loss or damage in any manner arising out of Grantor's participation in the exchange.

3. Accommodator shall convey the Property in the form of a special warranty deed which limits Accommodator's liability and responsibility for any defects or encumbrances except those caused by Accommodator. In order to protect Grantee from any defects or encumbrances created by Grantor or its predecessors in interest, Grantor and Grantee agree that, for purposes of any dispute regarding the Property, this transaction shall be deemed to have occurred between Grantor and Grantee, and the conveyance shall be deemed to have been by general warranty deed from Grantor to Grantee, and Grantor and Grantee shall look solely to each other with respect to the resolution of any such dispute, including, but not limited to, encumbrances, liens, defects, environmental contamination, and neither shall look to Accommodator other than for any breach of its obligation, to transfer to Grantee all required incidents of ownership of the Property as acquired by Accommodator from Grantor.

4. Grantee hereby agrees to release Accommodator from any and all liability, loss, damage or injury in any manner arising out of or incident to the Accommodator's taking title to, holding, transferring, or conveying the Property, including, without limitation, any and all consequences resulting from the exchange.

5. In the event any legal action is necessary to enforce or interpret any term or provision of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees.

6. This agreement shall be construed and governed in accordance with the laws of the State of Idaho.

7. This Agreement shall be binding upon and it shall inure to the benefits of the respective heirs, successors and assigns of the parties hereto.

8. This Agreement shall be executed in three counterparts, each of which shall constitute an original.

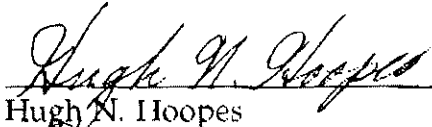
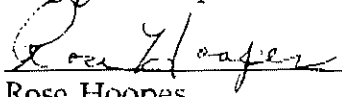
IN WITNESS WHEREOF, the parties have executed this Agreement to be effective the day and year first above written.

ACCOMMODATOR:

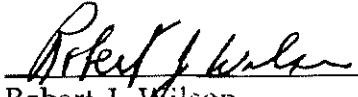
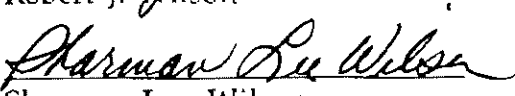
1031 Exchange, Inc.
a Wyoming corporation:

by: 
Frank Hess, its President

GRANTOR:


Hugh N. Hoopes

Rose Hoopes

GRANTEE:


Robert J. Wilson

Sharman Lee Wilson

**REAL ESTATE MORTGAGE
CONTRACT OF SALE**

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THIS CONTRACT OF SALE, made and entered into to be effective as of this 15th day of June, 1995, by HUGH N. HOOPES and ROSE HOOPES, husband and wife, of 4277 East 500 North, Rigby, Idaho, hereinafter referred to as SELLER, and ROBERT J. WILSON and SHARMAN L. WILSON, husband and wife, whose current mailing address is P. O. Box 332, Driggs, Idaho 83422, hereinafter referred to as BUYER;

WITNESSETH:

In consideration of the mutual covenants set forth herein the parties agree as follows:

I. Sale

SELLER hereby agrees to sell to BUYER on the performance of the agreements of BUYER as hereinafter set forth, and to convey or cause to be conveyed by the legal owner or owners thereof by good and sufficient Warranty Deed, free and clear of liens and encumbrances, excepting any liens or encumbrances that may have attached by reason of any act or deed of BUYER, or any lien or encumbrance to which this Contract of Sale is expressly made subject, as disclosed in the Title Commitment, the following described real property, situated in Teton County, Idaho:

PREMISES:

The NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 21 and the N $\frac{1}{2}$ SW $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 22, Township 4 North, Range 45 East, Boise Meridian, as per the records of Teton County, Idaho.

Together with mineral rights and water rights of record.

There is no deeded easement to the PREMISES though there may, in fact, be an

easement by implication of law or by use. The existing roadway to the PREMISES has been used for many years. SELLER agrees to assist BUYER, as a witness and without any litigation expense to himself, in proving any roadway claim. BUYER accepts the PREMISES without warranty of access and will assume the responsibility to obtain, if he chooses, a recorded right-of-way.

The purchase price is for both real estate and improvements apportioned as follows:

Barn and Corrals	\$40,000.00
2½ miles barbed wire fencing	\$15,000.00
Land	<u>\$120,000.00</u>
Total Acquisition	\$175,000.00

2. Payment and Purchase.

BUYER agrees to buy the above-described property and pay SELLER therefore the sum of One Hundred Seventy-five Thousand Dollars (\$175,000.00), in lawful money of the United States of America, in the following manner:

- A. BUYER shall pay SELLER upon the execution of this Agreement, the sum of Fifty Thousand Dollars (\$50,000.00).
- B. The balance of the purchase price in the amount of One Hundred Twenty-five Thousand Dollars (\$125,000.00), together with interest thereon at the rate of eight percent (8%) per annum from the 15th day of June, 1995, shall be paid by BUYER pursuant to the terms and conditions of a Promissory Note which BUYER shall execute and deliver to the Escrow Agent referred to herein.
- C. There is no prepayment penalty and any prepayment will apply to the next payment due.

D. Said Promissory Note shall be secured by a good and sufficient Mortgage which BUYER shall execute and cause to be recorded and then delivered to the Escrow Agent referred to herein.

3. Documents of Conveyance.

Contemporaneous with the execution of this Contract of Sale, SELLER or the 1031 EXCHANGE ACCOMMODATOR shall execute a Warranty Deed and deliver such Warranty Deed to BUYER for recording. BUYER shall contemporaneous with the execution of this Contract of Sale, execute a Mortgage on the real property above described. BUYER shall cause such Mortgage to be properly recorded and then the Mortgage shall be delivered to the Escrow Agent named herein. SELLER shall execute and deliver to the Escrow Agent named herein a Release and Satisfaction of said Mortgage. It is understood and agreed that such Release and Satisfaction of Mortgage cannot be completed so as to insert the recording information for the Mortgage referred to therein until such Mortgage is recorded. SELLER shall execute the Release and Satisfaction of Mortgage without such recording information contained therein, and SELLER authorizes the closing agent handling this transaction to insert such recording information after the Mortgage is recorded but before such Request for Reconveyance is delivered to the Escrow Agent.

4. Escrow.

All payments to be made by BUYER upon the deferred balance of the purchase price under the terms of this Contract of Sale and the Promissory Note shall be paid through the offices of First American Title Company, P. O. Box 580, Blackfoot, Idaho 83221, hereby designated as Escrow Agent under the terms of this Contract of Sale.

Simultaneously with the execution of this Contract of Sale, BUYER and SELLER shall execute Escrow Instructions to the Escrow Agent. This Contract of Sale, together with such Escrow Instructions, shall constitute the directions and instructions to the Escrow Agent with respect to such escrow and shall define and describe the obligations of said Escrow Agent. The following documents shall be placed in escrow with the Escrow Agent:

- A. An executed copy of this Contract of Sale;
- B. An executed Promissory Note;
- C. An original executed and recorded Mortgage;
- D. Copy of the executed and recorded Warranty Deed from SELLER to ACCOMMODATOR;
- E. Copy of the executed and recorded special Warranty Deed from the ACCOMMODATOR to BUYER;
- D. An executed Release and Satisfaction of Mortgage.

When BUYER shall have paid to the Escrow Agent the entire balance of the purchase price, together with accrued interest in the manner and at the time herein specified and specified in the Promissory Note referred to herein, and upon compliance with all of the terms and conditions of this Contract of Sale and said Promissory Note, the papers held in escrow shall be delivered to BUYER by the Escrow Agent. In the event BUYER defaults on this obligation, and said default remains after the notice and cure period provided hereafter, the Escrow Agent shall deliver all of the papers placed in escrow to SELLER, within five (5) business days of any written request by SELLER.

The initial and all other charges of the Escrow Agent shall be divided equally between the BUYER and SELLER.

5. Possession.

BUYER shall be entitled to possession of the property above described on the date of execution of this Contract of Sale.

6. Apportionments.

All taxes and assessments upon the property described in this Contract of Sale shall be prorated between the parties as of June 15, 1995. ^{16 NW 34th St. # 621} SELLER shall pay all taxes and assessments levied upon the property described in this Contract of Sale for the time prior to and including the said date, and BUYER shall pay all such taxes and assessments levied upon said property for the term after said date before the same become delinquent.

7. Warranties and Disclaimers.

BUYER acknowledges and agrees that BUYER has been informed and understands that SELLER makes no warranties in regard to any of the property described herein, express or implied to BUYER, except any warranties of title that may be otherwise contained in this contract of sale. There is no warranty given as to fitness for any particular purpose or as to merchantability. Without making any warranties whatsoever, SELLER is not aware of any toxic spills on the PREMISES.

8. Title Insurance.

SELLER agrees at the time of the execution of this Contract of Sale to provide to BUYER at SELLER'S cost, a standard form owner's title insurance policy in the amount of One Hundred Seventy-five Thousand Dollars (\$175,000.00), insuring title to the real property described herein in BUYER, free and clear of any lien or encumbrance, excepting any lien or encumbrance as disclosed by the title insurance policy to which this Contract of

Sale is expressly made subject, and excepting any lien or encumbrance that may have attached by reason of any act, deed or omission of said BUYER, and excepting the usual printed exceptions contained in such policies of title insurance, and taxes and assessments for the current year, easements and rights of way of public record and the rights of BUYER under the terms of this Contract and Promissory Note and Mortgage referred to herein.

9. Prior Encumbrance.

It is mutually understood and agreed between the parties hereto that any prior existing encumbrances on the PREMISES will be discharged with SELLER'S proceeds at closing.

10. Default.

A. If BUYER shall fail to make payment of the amounts set forth herein or to perform any other term, covenant or condition of this Contract of Sale and the Promissory Note and Mortgage referred to herein following sixty (60) days written notice of default sent from SELLER to BUYER in the manner specified herein, which notice shall specify BUYER'S default, he shall be in default.

B. Upon the occurrence of an event of default, and the failure, neglect or refusal of BUYER to cure the same during any notice period required for such default specified above, without further notice to BUYER, SELLER shall be entitled to close the escrow and receive all documents and instruments contained therein, and effectuate such rights and remedies against BUYER as are then available to SELLER under the terms of this Contract of Sale, the

Promissory Note and the Mortgage referred to herein and the laws of the State of Idaho, including without limitation, bring any action authorized under the laws of the State of Idaho to judicially foreclose on the Mortgage referred to herein.

- C. The remedies provided in this Contract of Sale are cumulative and the exercise of any remedy by SELLER shall not be exclusive of the right to affect any other remedy allowed SELLER under the terms of this Contract of Sale or by law or equity.
- D. Any delay by SELLER in enforcing the terms of this Contract of Sale or any considerations or departures therefrom shall not operate to waive or be deemed a waiver of the right to require compliance that is full and to the letter of this Contract of Sale or to thereafter require performance of BUYER in strict accordance with the terms of this Contract of Sale.
- E. In the event that any remedy granted to SELLER under the terms of this Contract of Sale is held void or unenforceable, SELLER shall nevertheless have all of the other remedies provided in this Contract of Sale that are not contrary to law.
- F. The notice of default required to be given by SELLER to BUYER in the event of BUYER'S failure or neglect to perform the terms, covenants or conditions of this Contract of Sale as hereinabove provided, shall be prepared in duplicate and delivered to the Escrow Agent named in this Contract of Sale and shall be deemed to have been given as of the date a copy of said notice

is sent by the Escrow Agent by registered or certified mail addressed to BUYER, at the post office address where BUYER is to receive notices as provided in this Contract of Sale, or at such other address as BUYER shall have from time to time furnished in writing to said Escrow Agent, and duly placed in the United States Mail with sufficient postage.

- G. In the event that SELLER elects to hire an attorney to prepare the notice of default, BUYER shall pay, in addition to the sums required to be paid to cure said default or in addition to any other performance required by BUYER to cure said default, the costs of preparation of said default notice and the costs charged by the Escrow Agent, if any, to deliver said notice of default, and said default shall not be cured unless and until said costs are paid. The notice of default shall specify the amount of said costs.

11. Enforcement.

Should either party default in the performance of any of the covenants or agreements contained herein, such defaulting party shall pay to the other party all costs and expenses, including, but not limited to, a reasonable attorney's fee, including such fees on appeal, which the offended party may incur in enforcing this Contract of Sale or in pursuing any remedy allowed by law for breach hereof, whether such is incurred by the filing of suit or otherwise.

12. Binding Effect.

This Contract of Sale shall be binding upon and inure to the benefit of the heirs, personal representatives, administrators, successors and assigns of the parties hereto.

13. Notice to Parties.

Service of any notice permitted or required under the terms of this Contract of Sale shall be deemed complete upon the depositing of the same in the United States Mail, by certified or registered mail, address to BUYER or SELLER at the addresses given below:

BUYER

ROBERT J. & SHARMAN L. WILSON
P. O. Box 332
Driggs, Idaho 83422

SELLER

HUGH N. & ROSE HOOPES
4277 East 500 North
Rigby, Idaho 83442

or at such other address as either shall hereafter in writing to the other and to the Escrow Agent designate, or by causing said notice to be served personally upon BUYER, or on SELLER, as the case may be. In the event there be more than one person constituting the SELLER or the BUYER herein, service by mail or personal service as provided above, upon any one person in such party, shall be good and sufficient service upon all persons constituting such party the same as though such service had been made upon each and every member of such party.

14. Survival of Terms.

The terms and provisions of this Contract of Sale shall survive the closing and execution and delivery of instruments of transfer and conveyance. The terms of this Contract of Sale shall not be merged out by the execution and delivery of the instruments of transfer and conveyance.

15. Attorney.

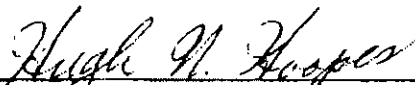
Roy C. Moulton, Attorney at Law, drafter of this agreement, has acted as attorney for the BUYER. Brad Wright, Esq., Wright Law Offices, has acted as attorney for

SELLER.

16. Integration of Agreement.

SELLER and BUYER acknowledge that the terms of this Contract of Sale may vary from the terms contained in any earnest money agreement or any other preliminary agreements made prior to the execution of this Contract of Sale and may vary from any negotiations between the parties prior to the execution of this Contract of Sale. SELLER and BUYER agree that the terms, covenants and conditions of this Contract of Sale shall supersede all such prior negotiations and agreements, that there are no other verbal promises, implied promises, agreements, stipulations, representations or warranties of any kind or nature, excepting those set forth in this Contract of Sale, and that this Contract of Sale shall be and is the final expression of the agreement of the parties and shall control. No modifications of this Contract of Sale shall be valid unless in writing and executed by the parties to this agreement.

IN WITNESS WHEREOF, the parties have caused their name to be subscribed, all as of the day and year first above written.



HUGH N. HOOPES, Seller



ROSE HOOPES, Seller



ROBERT J. WILSON, Buyer



SHARMAN L. WILSON, Buyer

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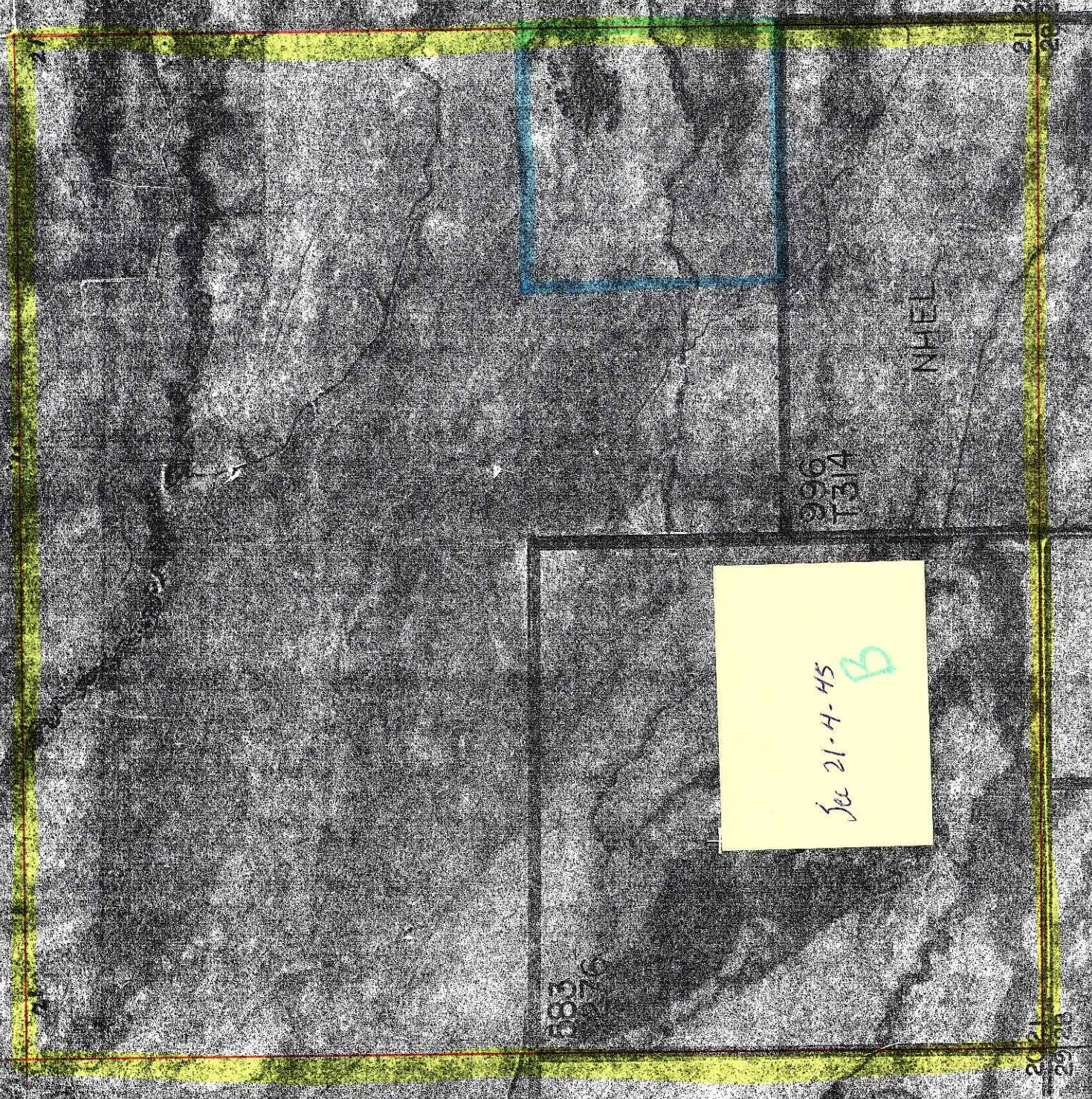
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