

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

RECEIVED

NOV 28 2003

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Department of Water Resources
 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, 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
15-4006		☒	15-7262	1.12 cfs Edwards	
		☒	15-7263	1.11 cfs Rindlisbacher	

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts. \$100 -
- 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) are 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)

Tim Edwards

256 S 5400 W Malad

4. New Owner/Claimant(s)

Chad L. Dr Carol Rindlisbacher

Name Connector (Check one): [] and, [] or, [] and/or

New Mailing Address

5400 W 321 N

City, State and ZIP Code

Malad Idaho 83252

New Telephone Number

(208) 766 4945

5. Date you acquired the property

SUPPORT DATA

IN FILE # 15-4006

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 <u>15-4006</u>		
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	<u>80</u>	
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)

Chad R. White

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>[Signature]</u>	Date <u>11-28-03</u>	Fee <u>\$100.00</u>
Received by <u>[Signature]</u>	Date <u>11-28-03</u>	Receipt No. <u>0071272</u>
Processed by <u>AJ</u>	Date _____	WR _____ Date _____

BUY-SELL AGREEMENT

THIS AGREEMENT, made and entered into at Malad City, Idaho, this 2nd day of December, 1996, between **TIM DAVID EDWARDS** and **JANA LYN EDWARDS**, husband and wife, of Oneida County, Idaho, hereinafter referred to as the **SELLER**, and **CHAD L. RINDLISBACHER** and **CAROL RINDLISBACHER**, husband and wife, whose current address is 224 Sand Ridge Road, Malad City, Idaho, hereinafter referred to as the **BUYER**,

WITNESSETH:

1. **PROPERTY DESCRIPTION** For the consideration and on the terms and conditions herein set forth, the Seller agrees to sell, and the Buyer agrees to purchase that certain real and personal property situated in Oneida County, State of Idaho fully described as follows:

REAL PROPERTY:

Township 14 South, Range 35 East, Boise Meridian:

Section 23: SW $\frac{1}{4}$ SW $\frac{1}{4}$

Section 26: NW $\frac{1}{4}$ NW $\frac{1}{4}$; ALSO,

A one-half interest in and to that certain deep irrigation well, pump and motor situated in the NW Corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 22, Township 14 South, Range 35 East, Boise Meridian, together with the right to convey the water therefrom through the buried main line leading to the above described premises.

SUBJECT to existing easements and roadways

PERSONAL PROPERTY:

Two one-quarter mile Wade N' Rain sprinkler irrigation Wheel Lines

2. **SELLING PRICE**. The Buyer agrees to pay for said real and personal property the sum of **NINETY THREE THOUSAND DOLLARS (\$93,000.00)** lawful money of the United States of America, strictly within the following terms, to-wit:

a. The sum of **\$ 10,000.00** on the execution and delivery of this agreement, the receipt whereof is hereby acknowledged.

b. The balance of **\$83,000.00** with interest at the rate of **8.00% per annum** from **date hereof, payable in annual installments of \$ 13,288.65, principal and interest.**

First installment of principal and interest due December 2, 1997.

c. All payments made hereunder shall be credited first to interest and the balance to principal.

d. Privilege is granted to the Buyer to prepay any amount at any time without penalty.

3. POSSESSION. Buyer shall be entitled to immediate possession of said real

property and agree not to commit any waste or damage thereto nor suffer any to be done.

4. SELLER'S SECURITY INTEREST. Title to the real property and personal property sold hereunder shall remain in the Seller as security for the payment of the purchase price. Buyer agrees not to mortgage, hypothecate or in any manner encumber the title to the real property and to protect the same against any liens being filed which would adversely affect the title thereto.

5. TAXES. Seller agrees to pay all real property taxes levied and assessed for the year 1996 and prior years. Buyer to pay real property taxes as the same become due thereafter.

6. IRRIGATION WELL. Seller and Buyer each agree to share all costs of operating and maintaining the deep irrigation well, pump and motor and main line therefrom.

7. WARRANTY DEED AND BILL OF SALE. Concurrent with the execution and delivery of this agreement and the payment of the down payment herein provided, the Seller agrees to execute in favor of the Buyer a Warranty Deed in the usual form to the premises and a Bill of Sale for the Personal Property, and upon the payment by the Buyer of the purchase price as herein provided, agree that said Deed and Bill of Sale shall be delivered to the Buyer, their heirs or assigns.

8. TITLE INSURANCE. Waived by both parties

9. INSURANCE. No hazard insurance required.

10. DEFAULT. In the event of the failure to comply with the terms hereof by the Buyer, or upon failure of the Buyer to make any payment or payments, whether of principal, interest, or taxes, when the same shall become due, or within thirty (30) days thereafter, or if Buyer abandons the said property or in any other way breaches this agreement, or if Buyer files a voluntary, or there is filed against Buyer an involuntary petition under any facet of the bankruptcy act (it being understood that said grace periods apply only to payments to be made by Buyer as herein provided), the Seller, at their option, shall have the following alternative remedies:

(a) Seller shall have the right, upon failure of the Buyer to remedy the default

within thirty (30) days after receipt of written notice, to be released from all obligations in law and in equity to convey said property, and all payments which have been made heretofore on this contract by the Buyer shall be forfeited to the Seller as liquidated damages for the non-performance of the contract, provided such forfeiture is not unconscionable, and the Buyer agree that the Seller may, at his option, reenter and take possession of said premises without legal process, as in its first and former estate, together with all improvements and additions made by the Buyer thereon, and the said additions and improvements shall remain with the land and become the property of the Seller, the Buyer becoming at once tenants at will of the Seller; or,

(b) The Seller may bring suit and recover judgment for all delinquent installments and advancements made by the Seller, including costs and attorney's fees. (The use of this remedy on one or more occasions shall not prevent the Seller, at his option, from resorting to one of the other remedies hereunder in the event of a subsequent default); or,

(c) The Seller shall have the right, at his option and upon written notice to the Buyer, to declare the entire unpaid balance hereunder at once due and payable, and may elect to treat this contract as a note and mortgage and pass title to the Buyer subject thereto and proceed immediately to foreclose the same in accordance with the laws of the State of Idaho and have the property sold and the proceeds applied to the payment of the balance owing, including advancements made by the Seller for taxes, costs and attorney's fees. The Seller may have a judgment for any deficiency which may remain. In the case of foreclosure, the Seller hereunder, upon the filing of a complaint, shall be immediately entitled to the appointment of a receiver to take possession of said mortgaged property and collect the rents, issues and profits therefrom and apply the same first, to the payment of

costs and expenses incident to maintaining and caring for the premises; second, to receiver's costs and expenses; third, to advancements made by Seller for taxes; and fourth, to accrued interest on the sums owing Seller hereunder and the balance, if any, to the reduction of principal due hereunder, including any sums advanced by Seller. Buyer specifically consents to the appointment of Seller as receiver. Upon entry of a foreclosure decree, Seller, or any purchaser at the foreclosure sale, shall be entitled to the possession of said of the said premises during the period of redemption. Upon giving notice of Sellers' election of this remedy, which notice shall be given through the escrow holder, said escrow holder is authorized and directed to return the documents held by it in escrow to Seller without further notice or demand

11. ATTORNEY FEES IN CASE OF DEFAULT. The Buyer and Seller each agree that should they default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney fee, which may arise or accrue from enforcing this agreement or in obtaining possession of the premises covered hereby or in pursuing any remedy provided hereunder or by the statutes of the State of Idaho, whether such remedy is pursued by filing a suit or otherwise.

12. MANNER OF GIVING NOTICE. Any notice permitted or required to be given hereunder or under the laws of the State of Idaho may be given personally or by registered or certified mail at the election of the party giving notice.

13. ACCEPTANCE OF PROPERTY. It is hereby expressly understood and agreed by the parties hereto that the Buyer accepts the said property in its present condition and that there are no representations, covenants or agreements between the parties hereto with reference to said property except as herein specifically set forth.

14. ASSIGNMENT OF AGREEMENT. This agreement shall not be assignable by the Buyer without the consent of the Seller thereto first had and obtained in writing. It is agreed that this consent will not unreasonably be withheld.

15. DOCUMENT PREPARATION. It is agreed that E. L. Scott, attorney at law, has been employed to prepare the documents used in this transaction and that he is not acting as attorney for either the Seller or the Buyer, and both have been advised to seek the services of an attorney of their choice should they so desire. Buyer and Seller agree to pay the costs thereof one-half by each.

16. TITLE AND WARRANTIES. Sellers agree to furnish Buyers marketable title to the premises, free and clear of all encumbrances.

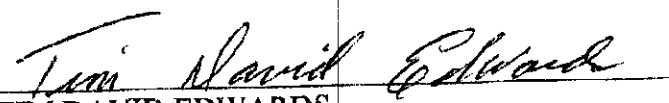
(a) Seller warrants and represents that they have authority to enter into this agreement and agrees that the title conveyed to the Buyer shall be a marketable fee simple title to the property sold hereunder, free and clear of all encumbrances. In the event of breach of this warranty, Buyer may, in addition to all other remedies provided by law or by the terms of this agreement, terminate this agreement without liability, and Sellers shall reimburse Buyer for all direct and indirect costs incurred by Buyer in reliance on this agreement. (b) Seller warrants and represents that they have no knowledge of any underground storage tanks or of any hazardous substances, pollutants, contaminants or hazardous wastes as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act ("RCRA"), as amended, or any other similar local, state or federal law, rule or regulation, including without limitation, asbestos, PCB's and unreaformaldehyde, having been produced, released, stored or deposited over, under or upon the property described in Paragraph 1. Sellers agree to indemnify, defend and hold Buyer harmless from any and all liability, claims, damages, expenses (including reasonable attorney's fees and reasonable attorney's fees on any appeal), judgments, proceedings and causes of action of any kind whatsoever, arising out of or in any way connected with Seller's breach of the warranties and representations set forth in this paragraph (b); (c) the warranties and representations set forth in this section 16 shall constitute continuing warranties and representations, shall be deemed to be true and correct as of the date of closing of Buyer's purchase of the property described in Paragraph 1, and shall survive the closing of Buyer's purchase of such property from the Seller.

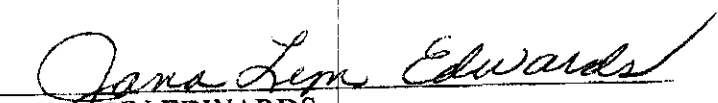
17. MISCELLANEOUS. It is agreed that time is of the essence of this agreement. As used in this agreement, the term Seller shall include all sellers, whether one or more; and the term Buyer shall include all buyers, whether one or more; and the masculine shall include the feminine and the feminine the masculine when the context so requires.

The terms of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

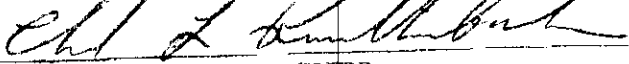
IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

SELLER:


TIM DAVID EDWARDS


JANA LYN EDWARDS

BUYER:


CHAD L. RINDLIS. CHER


CAROL RINDLISBACHER

STATE OF IDAHO

COUNTY OF ONEIDA, SS

On this 2nd day of December, 1996, before me, the undersigned Notary Public in and for said State, personally appeared TIM DAVID EDWARDS and JANA LYN EDWARDS, and CHAD L. RINDLISBACHER and CAROL RINDLISBACHER, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.



Notary Public
Residing at Malad City, Idaho

T607

T606

T1003

1318

nhel/nw

① 18.0

① 34.3

② 38.7

③ 28.3

nhel nw

⑥ 33.4

1410

⑦ 24.3

T1098

31.9

nhel nw

④ 61.2

③ 8.7

1397

① 21.6

nhel nw

1409

① 39.2

T612

⑤ 19.5

1233

nhel nw

③ 7.0

⑤ 93.9

nhel nw

④ 4.4

② 16.2

② 40.0

T1504

T1505

22 23
27 26

579

④ 19.5

① 15.3

258

① 14.9

⑥ 35.5

⑤ 5.0

T1440

④ 7.0