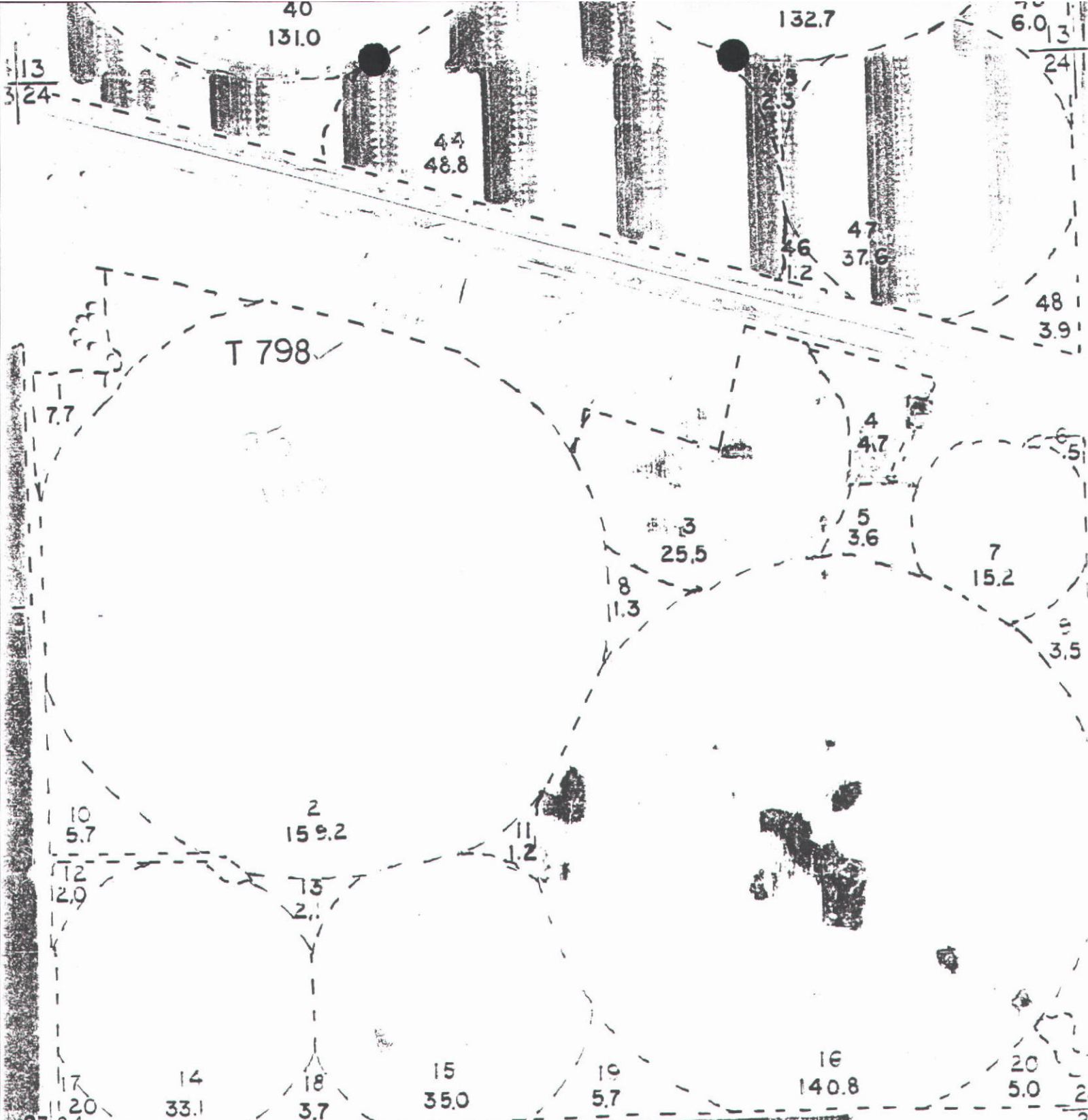




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APR 10 1998

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Department of Water Resources
Southern Region

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right Number(s) 36-02530, 36-07312, 36-07795, 36-11601, 36-15456
Adjudication Claim Number(s) _____

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 on file with the county.)

OR

C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant(s) W. Kaye Young and Mary A. Young
800 South 136 West, Burley, Idaho 83318

4. New Owner/Claimant(s) Steven D. Young & Maria Young and Roy M. Young
Name connector (Check one): ☐ AND ☐ OR ☐ AND/OR
New Mailing Address 1600 North 300 East

City, State and ZIP Code Rupert, Idaho 83350

New Telephone Number (208) 532 - 4405

5. Date you acquired the property April 3, 1998

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 actually irrigated _____ Number and type of stock _____

Diversion rate in CFS _____ Number of homes _____ Other uses _____
cubic feet per second

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/Claimant(s) Steven D. Young Maria Young Roy M. Young Date April 3, 1998
Date April 3, 1998

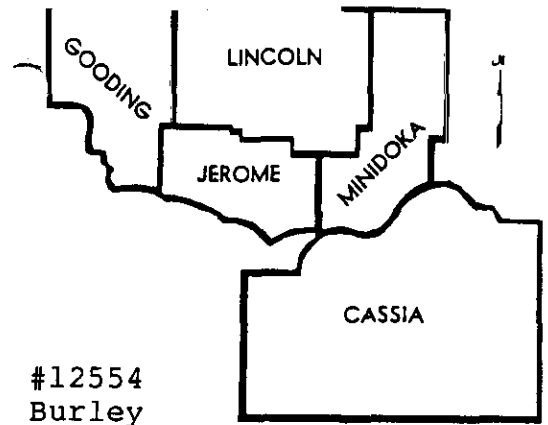
(Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)

8. For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

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JUL 14 2000

Land Title and Escrow, Inc.

A FULL SERVICE TITLE COMPANY



REFER TO: #12554
OFFICE: Burley

April 9, 1998

Idaho Dept. of Water Resources
1341 Fillmore Street, Ste. 200
Twin Falls, Idaho 83301-3380

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APR 10 1998

Department of Water Resource
Southern Region

Dear Sir or Madam:

Enclosed please find an original executed Notice of Change of Water Right Ownership along with a copy of the Contract of Sale and aerial photo on property located in Minidoka County, Idaho.

Would you please make the necessary changes in your records to indicate the new owners as Steven D. Young, Maria Young and Roy M. Young.

Should you have any questions concerning this letter, please do not hesitate to contact this office.

Very truly yours,
LAND TITLE AND ESCROW, INC.

Nancy Garrett

Nancy Garrett
Reconveyance Department

/nrg
enc.

BOX 177, BURLEY, IDAHO 83318
PHONE 678-3524 - FAX 678-4435

BOX 348, JEROME, IDAHO 83338
PHONE 324-3357 - FAX 324-8861

BOX 473, GOODING, IDAHO 83330
PHONE 834-8477 - FAX 834-8880

BOX 111, RUPERT, IDAHO 83350
PHONE 438-0808 - FAX 438-1188

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CONTRACT OF SALE

THIS AGREEMENT made and entered into this 25th day of November, 1992, by and between W. KAYE YOUNG and MARY A. YOUNG, husband and wife, whose address is 25150 Geri Lane Caldwell, ID 83605, herein called the SELLER, and STEVEN D. YOUNG and MARIA YOUNG, husband and wife, and ROY M. YOUNG and CHERLYN YOUNG, husband and wife, whose address is Route # 3, Box 3263, Rupert, Idaho 83350, herein called the BUYER,

WITNESSETH:

That the parties do mutually agree to buy and sell as follows:

PROPERTY:

TOWNSHIP 7 SOUTH, RANGE 23 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

TRACT NO. 1:

SECTION 24:

That part of the NW $\frac{1}{4}$, lying South and West of Idaho State Highway No. 24, SAVE AND EXCEPT the following described parcels:

Beginning at the intersection of the Union Pacific Railroad right-of-way and the West section line of said Section 24; thence South 73°21' East along the center line of said railroad right-of-way for 130.74 feet; thence South 16°39' West for 150.0 feet to a point, which point shall be known as the TRUE POINT OF BEGINNING; thence South 73°21' East and parallel to center line of said railroad right-of-way along the South right-of-way boundary of Idaho State Highway No. 24 for 2100.00 feet; thence South 16°39' West and perpendicular to said highway right-of-way boundary for 235.0 feet; thence North 73°21' West and parallel to center line of said railroad right-of-way for 2100.0 feet; thence North 16°39' East and perpendicular to said highway boundary for 235.0 feet, more or less, to the TRUE POINT OF BEGINNING. ALSO SAVE AND EXCEPTING the following described parcels:

Beginning at the intersection of the Union Pacific Railroad right-of-way and the West section line of said Section 24; thence South 73°21' East along the center line of said railroad right-of-way for 2230.7 feet; thence South 16°39' West for 150.0

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feet to a point, which point shall be known as the TRUE POINT OF BEGINNING; thence South 73°21' East for 725.0 feet; thence South 16°39' West for 300.0 feet; thence North 73°21' West for 725.0 feet; thence North 16°39' East for 300.0 feet to the TRUE POINT OF BEGINNING, ALSO SAVE AND EXCEPTING the following described parcels:

Beginning at the point where the center line of the Union Pacific Railroad right-of-way intersects the West section line of said Section 24; thence South 73°21' East for 130.7 feet along said center line of the Union Pacific Railroad right-of-way; thence South 16°39' West for 150.0 feet to a point, which point shall be known as the TRUE POINT OF BEGINNING; thence South 16°39' West for 235.0 feet; thence South 73°21' East parallel to said railroad right-of-way center line for 2100.0 feet; thence South 16°39' West for 50.0 feet; thence North 73°21' West parallel to said railroad right-of-way for 37.0 feet; thence West for 1211.9 feet; thence South 0°1' East for 600.0 feet; thence West for 765.0 feet to a point on the West section line of said Section 24; thence North 0°1' West along said West section line for 1488.77 feet to a point on the South right-of-way of Idaho State Highway No. 24; thence South 73°21' East parallel to said railroad right-of-way and State Highway right-of-way for 85.32 feet to the TRUE POINT OF BEGINNING.

TRACT NO. 2:

SECTION 24:

That part of the NE¼, lying South and West of Idaho State Highway No. 24, SAVE AND EXCEPT the following described parcels:

Beginning at the intersection of the Union Pacific Railroad right-of-way and the West section line of said Section 24; thence South 73°21' East along the center line of said railroad right-of-way for 2230.7 feet; thence South 16°39' West for 150.0 feet to a point, which point shall be known as the TRUE POINT OF BEGINNING; thence South 73°21' East for 725.0 feet; thence South 16°39' West for 300.0 feet; thence North 73°21' West for 725.0 feet; thence North 16°39' East for 300.0 feet to the TRUE POINT OF BEGINNING, ALSO SAVE AND EXCEPTING the following described parcels:

Beginning at the East 1/4 section corner of said Section 24, marked by a 5/8" rebar; thence North 0°00'00" East (basis of bearing) along section line for 696.38 feet to a P.K. Nail which shall be the POINT OF BEGINNING; thence North 73°35'09" West for 517.61 feet to a 1/2" rebar; thence North 16°39'57" East for 76.16 feet to a 1/2" rebar; thence South 73°34'56" East for 494.85 feet to a P.K. Nail on section line; thence South 0°00'00" West along said section line for 79.36 feet to the POINT OF BEGINNING; contains 0.88 acre more or

right-of-way along the east side, ALSO SAVE AND EXCEPTING the following described parcel:

Beginning at the East 1/4 section corner of said Section 24, marked by a 5/8" rebar; thence North 0°00'00" East along section line for 599.82 feet to a P.K. Nail which shall be the POINT OF BEGINNING; thence North 73°34'07" West for 600.79 feet to a 1/2" rebar; thence North 16°24'51" East for 92.62 feet to a 1/2" rebar; thence South 73°35'09" East for 573.50 feet to a P.K. Nail on section line; thence South 0°00'00" West along said section line for 96.56 feet to the POINT OF BEGINNING.

Containing 1.25 acre more or less and is subject to a 25 foot wide county road right-of-way along the East side.

TRACT NO. 3:

SECTION 24: The S½

Together with all improvements located on said property, all water rights appurtenant to the property and all irrigation systems, including wells, pump, motor, panels, 2 large pivots, 4 small Gifford Hill pivots and all handlines located on the premises.

PRICE AND PAYMENTS: That the purchase price is the sum of THREE HUNDRED THIRTY EIGHT THOUSAND TWO HUNDRED TWENTY-SIX & 22/100 (\$338,226.22) DOLLARS, said sum shall be payable as follows:

\$25,000.00 by credit for the option payment.
\$51,000.00 on April 1, 1998, or the execution of this agreement, whichever is later. The remaining \$262,226.22 shall bear interest at 8% per annum from April 1, 1998, and shall be payable as follows:

\$51,000.00 on or before April 1, 1999; \$52,000.00 on or before April 1, 2000, and \$29,624.18 on or before the 1st day of April of each year thereafter to and including April 1, 2010, when the entire unpaid balance shall be due and payable.

Said payments shall be applied first to interest and the balance to principal.

POSSESSION: The Buyer shall have possession of said premises on the execution of this agreement.

TAXES AND O & M ASSESSMENTS: The Seller agrees to pay all taxes and O & M Assessments due to January 1, 1998, and the Buyer agrees to pay the same thereafter, before delinquency.

INSPECTION OF PREMISES: The Buyer has heretofore inspected said premises and is purchasing the same "as is", and does not and has not relied upon any statement of the Seller or Seller's agents concerning said premises.

CARE OF PREMISES: The Buyer shall take reasonable care of the property and premises and shall keep the same in good condition; provided, further, that the Buyer shall not suffer or permit any liens to be filed against the premises.

CONVEYANCE: The Seller agrees contemporaneously with the execution of this Contract of Sale to make and execute a Warranty Deed to the premises herein described, free and clear of all liens and encumbrances and to hold said deed and to deliver the said deed to the Buyer upon the receipt of full payment of the principal and all accrued interest. Payments on this contract shall be made to the Land Title & Escrow, Inc. at P. O. Box 111, Rupert, ID 83350, and all documents shall be filed with Land Title & Escrow, Inc. at P. O. Box 111, Rupert, ID 83350.

TITLE INSURANCE: It is understood and agreed that the Seller shall provide a policy of title insurance in the amount of \$225,000.00. Said policy to be furnished within thirty (30) days of the date of execution of this agreement. That said Title Insurance Policy shall be in such form usually provided; that the title to the premises shall show no liens or encumbrances other than hereby mentioned, and any liens suffered or permitted by the Buyer. That the Title Insurance Policy shall be delivered by the Seller to the Buyer upon full payment herein. The property is encumbered by Mortgages to Farm Credit Bank of Spokane and S.B.A. The parties agree that the Escrow Agreement shall provide for direct payment of said Mortgages from the annual payment of the

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Buyer. All pre-payments shall be applied to said Mortgages unless the parties specify differently by written agreement delivered to the Escrow Agent. The amount of each payment to the mortgage holder shall be specified in the Escrow Instructions.

FIRE INSURANCE: It is understood and agreed that the Buyer will purchase and carry a policy of fire insurance in the amount of not less than the fair market value insuring the improvements located on the premises with a good and reliable insurance company, with extended coverage, and providing for the usual "Vendor-Vendee Clause" affixed thereto providing for payment of loss, if any, to the parties as their interests may appear. A copy of this Fire Insurance Policy shall be placed in escrow, if this agreement be escrowed, and if not a copy thereof shall be furnished the Seller at all times during the term of this contract.

DEFAULT: Time is and shall be of the essence of this sales contract. In the event the Buyer shall fail or neglect to make any payment when due, or shall fail in any other agreement herein contained, and shall continue in default thereon for a period of sixty (60) days after written notice thereof, specifying the matters of default, the rights of the Buyer in this contract and the premises shall terminate without further notice, and the papers deposited with the escrow shall be promptly returned to the Seller upon demand. In the event of such default by the Buyer, all payments made by the Buyer to or for the Seller shall be retained by the Seller as agreed damages and reasonable rental value of the property. The written notice above referred to shall be given to the Buyer at the address noted above, and may be given by regular mail or personal delivery. The sixty (60) days shall be computed from the date of personal delivery or deposit in the mail, as the case may be, exclusive of the day of delivery or deposit. As an alternative to forfeiture upon the

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JUL 14 2000

failure of the Buyer to cure any default within the above specified time period, the Seller shall have the right to declare all sums due and payable and foreclose this contract as a mortgage.

ASSIGNMENT OR SALE: Sale of the premises or any part thereof, or assignment of this contract or any part thereof by the Seller is prohibited without the written consent of the Buyer first obtained. The Buyer shall have the right to assign their interest in the Contract.

TRUTH-IN-LENDING DISCLOSURE: In accordance with the Federal Truth-In-Lending Law, the following disclosure is made by the Seller to the Buyer and the Buyer does acknowledge by the execution of this agreement, the receipt of a copy of this agreement with all terms herein set forth:

The AMOUNT FINANCED hereunder is \$262,226.22

The FINANCE CHARGE IS INTEREST OF: \$137,015.58

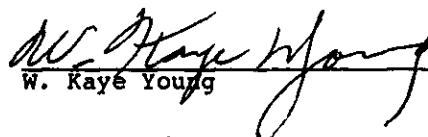
The total payable hereunder and in full payment of this Contract of Sale is \$399,241.88

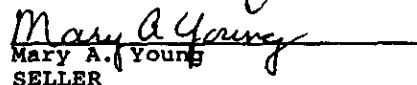
The ANNUAL PERCENTAGE RATE OF INTEREST IS: 8%

INSURANCE COVERAGE is required under the terms of this contract; however, such coverage is not available from the Seller and must be purchased by the Buyer from other sources.

The Buyer has a right to pay the entire balance at any time and if so paid the portion of interest shown above will be reduced to reflect interest at the quoted rate from the date of the agreement until payments or the entire balance is fully paid hereunder.

IN WITNESS WHEREOF, the parties have signed their names as of the day and year first above written.


W. Kaye Young


Mary A. Young
SELLER

Steven D. Young
Steven D. Young

Maria Young
Maria Young

Roy M. Young
Roy M. Young

Cherlyn Young
Cherlyn Young
BUYER

STATE OF IDAHO

County of Minidoka

) ss.

On this 15th day of November, 1992, before me the undersigned Notary Public in and for said State personally appeared W. KAYE YOUNG and MARY A. YOUNG, 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 affixed my official seal the day and year first above written.

Louise Allen
Notary Public
Residing at Rupert, Idaho
My Commission Expires 3-31-93

(SEAL)

STATE OF IDAHO

County of Minidoka

) ss.

On this 22nd day of December, 1992 before me the undersigned Notary Public in and for said State personally appeared STEVE D. YOUNG, MARIA YOUNG, ROY M. YOUNG and CHERLYN YOUNG known to me to be the persons whose names are subscribed to

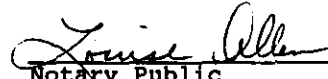
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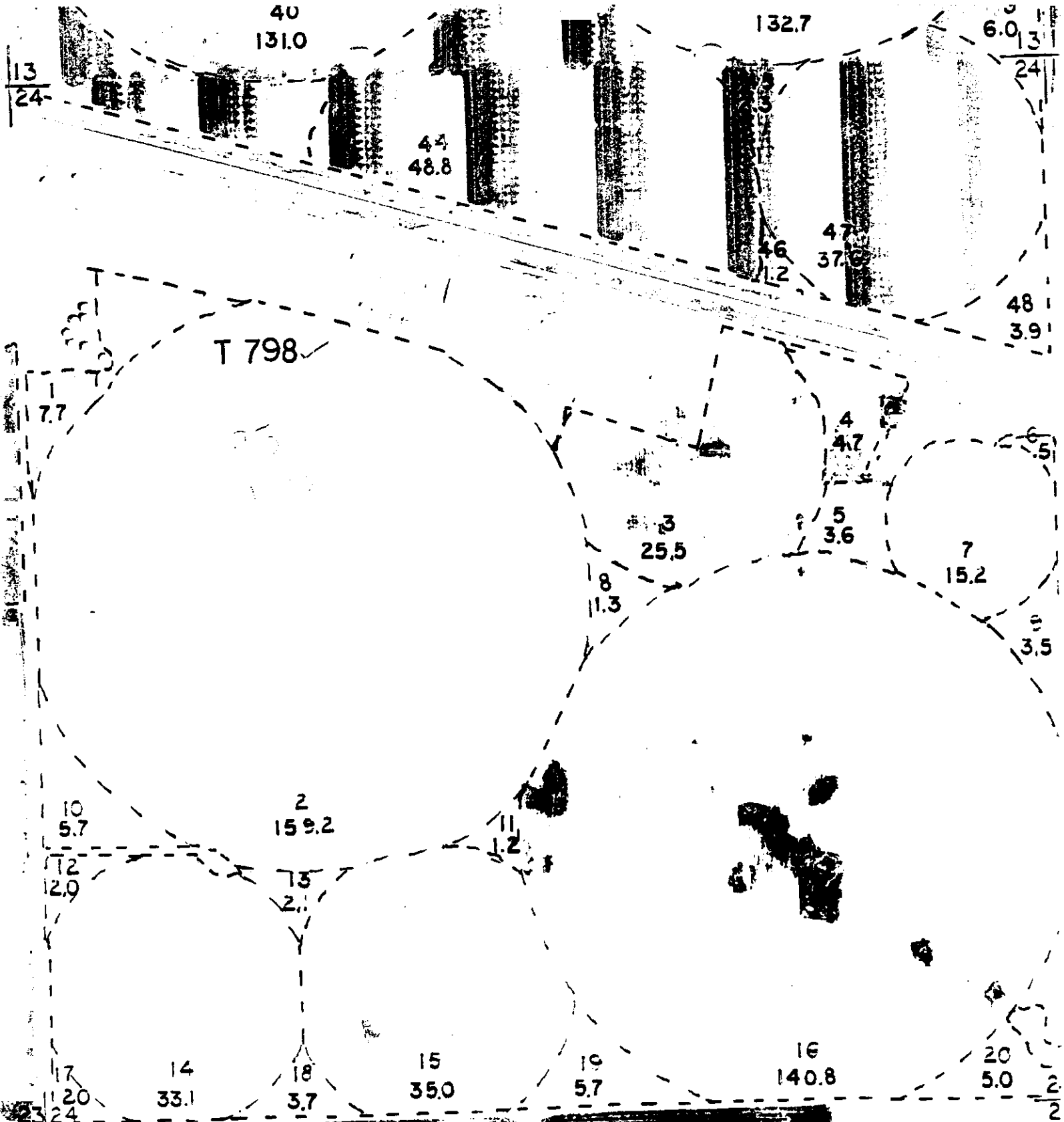
the within instrument and acknowledged to me that they executed the same.

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

(SEAL)


Notary Public
Residing at Rupert, Idaho
My Commission Expires 3-31-93

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AJ5809NP
No. 36-11601

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 04/29/98
PAGE: 4

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	STEVEN D YOUNG	12/31/1961	STOCKWATER	01-01 12-31	0.04 CFS	
C	MARIE YOUNG		DOMESTIC	01-01 12-31	0.04 CFS	
C	ROY M YOUNG					
	1600 N 300 E			TOTAL DIVERSION:	0.04 CFS	
	RUPERT ID 83350					
	(208) 532-4405					

Water Source: GROUNDWATER

Tributary to:

Stage: DECREED

Point(s) of Diversion:

T07S R23E S24

NWSENE

MINIDOKA County

Place of use Legal Description for: STOCKWATER

	NE				NW				SW				SE			
	NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE
T R S	: Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac
07S 23E 24	:				:				:				:			

Place of use Legal Description for: DOMESTIC

	NE				NW				SW				SE			
	NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE
T R S	: Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac
07S 23E 24	:				:				:				:			

POU County: MINIDOKA

Non-Irrigation Uses: 1 HOME

Other Rights: NONE

Conditions of Approval:

- N11 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
- N13 - THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.

Remarks: EXP PARCEL NO. RP 07S23E244805.
1 SHOP, CELLARS
STOCKWATER/300 RANGE CATTLE

Dates: Exam Made Date: Verified Date: Objection Filed Date:

Misc: Water District Number: Field Inspection Flag:
Presumption Flag:

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14 2000

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)
Case No. 39576)
_____)

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR
Water Right 36-11601

1996 NOV 22 AM 9:35

DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO

FILED _____

NAME & ADDRESS: W KAYE YOUNG
MARY YOUNG
25150 GERI LN
CALDWELL ID 83605

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 12/31/1961

POINT OF DIVERSION: T07S R23E S24 NWSENE Within MINIDOKA County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	STOCKWATER	01-01 12-31	0.04 CFS
	DOMESTIC 1 HOME	01-01 12-31	0.04 CFS

PLACE OF USE: STOCKWATER Within MINIDOKA County
T07S R23E S24 SENE

DOMESTIC Within MINIDOKA County
T07S R23E S24 SENE

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

DATED: NOV 22 1996



DANIEL C. HURLBUTT
PRESIDING JUDGE
Snake River Basin Adjudication

PARTIAL DECREE PURSUANT TO I.R.C.P. 54(b)
Water Right 36-11601

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1996 11 22 MAY 22 1997

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OCT-29-1996

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

DATED: NOV 22 1996

Daniel C. Hurlbutt

DANIEL C. HURLBUTT

PRESIDING JUDGE

Snake River Basin Adjudication

State of Idaho

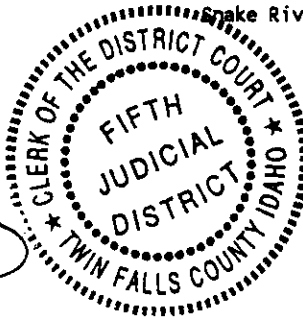
County of Twin Falls ss.

I hereby certify the foregoing to be a full,
true and correct copy of the original on
file in the above entitled action.

ROBERT S. FORT

CLERK OF THE DISTRICT COURT

David Francis
DEPUTY CLERK



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MAY 22 1997

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JUL 14 2000