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AUG 17 1998

Department of Water Resources
Southern RegionSTATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

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SEP 15 1998

DEPARTMENT OF WATER RESOURCES

1. Water Right No(s):

45-11213

Adjudication Claim No(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 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/ClaimantHelen L. Johnson3408 Overland Burley Id 83318

4. New Owner/Claimant(s)

Nick L. Carol Martin

New Mailing Address

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or ☒3408 Overland

City, State and ZIP Code

Burley Id 83318

New Telephone Number

(208) 678-0776

5. Date you acquired the property

Nov. 3 1997

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

6

Number and type of stock

20 cows 2 horses

Diversion rate in CFS

0.04

Number of homes

1

Other uses

stock water.

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)Nick L. Martin

(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.

FILMED

JUN 18 2000

INSTRUCTIONS

This form has been prepared to assist new owners of property to comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. Section 42-248 requires certain property holders to notify the Department of Water Resources (IDWR) of any change in mailing address or ownership of all or part of a water right record on file with IDWR. Section 42-1409(6) provides that new property owners must notify IDWR of any change in ownership of a water right during an adjudication of water rights. Required claims may be filed by a new owner.

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. Please contact your nearest IDWR office, or call 1-800-451-4129, if you would like more information or need help completing this form. Please attach additional sheets to the form if you require additional space to describe or explain any of the items on the form.

1. If there are water rights associated with the property, the seller should be able to provide you with the water right or adjudication claim number(s). Please enter these number(s) at Item 1. If you or the seller believes there are water rights for the property but the numbers are unknown, you may wish to contact IDWR for assistance in identifying the water rights for the property in question. If claims for the rights are required, and have not been filed, IDWR will so advise you.
2. The information described at Item 2 is required, since IDWR cannot process the requested change without documentation of ownership. The preferred types of documentation are shown; contact IDWR if you have difficulty obtaining this information. Do not obtain a new survey for purposes of this form before contacting IDWR.
3. Please provide the name and address of the former owner of the water right and/or adjudication claim at Item 3.
4. The name, mailing address, and telephone number of the new owner(s) is entered at Item 4. Please indicate the relationship between multiple owners by using the connector 'and', 'or', or 'and/or'. If an 'and' is used, all parties must sign this form. If an 'and/or' or 'or' is used, all parties may sign. However, only one of the named parties is required to sign.
5. At Item 5, please provide the date the property in question was acquired. This may be the date of "closing" in the case of a real estate transaction or the date of court order for other types of ownership changes.
6. You may be purchasing only a portion of the total water right held by the seller. This means the water right held by the seller may be "split" to provide your share of the right in question. Be sure to include a description of the portion of the water right you have purchased at Item 6.

Please provide as much detail as possible concerning your water right: include the number of homes, irrigated acreage if more than 1/2 acre is irrigated, type and number of stock if your right is for stockwater, etc. In the absence of information to the contrary, IDWR will assume the intent is to split the rights *proportionately*.

7. The new owner(s) must sign the form in the space(s) provided at Item 7. Corporations and other organizations must submit a list of directors or officers demonstrating the authority of the director or officer to sign the form.
8. There is no filing fee. When complete, you should retain a copy and return the original of the form to the IDWR office nearest you:

IDWR Western Region
2735 Airport Way
Boise, ID 83705-5082
(208) 334-2190

IDWR Southern Region
1341 Fillmore St., Suite 200
Twin Falls, ID 83301-3380
(208) 736-3033

IDWR Northern Region
1910 Northwest Blvd., Suite 210
Coeur d'Alene, ID 83814-2615
(208) 769-1450

IDWR Eastern Region
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402-1718
(208) 525-7161

Parcel No R P 10 S - 3 E 32 48 75 A

COUNTY

SEC

32

TWP

10

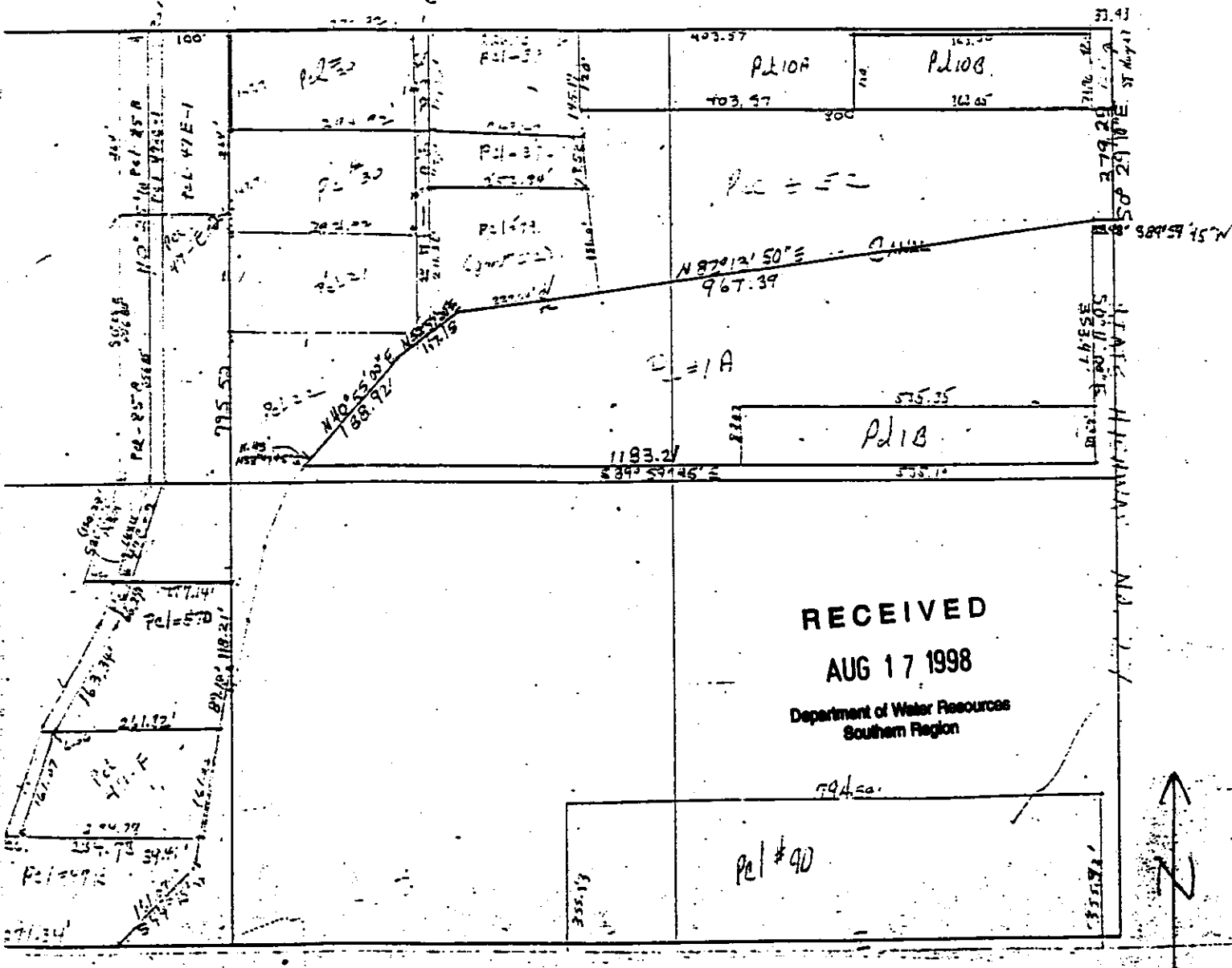
RGE

23

EBM.

N² SW⁴

TOWNSHIP 10 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN
CASSIA COUNTY, IDAHO
Section 31: Part of the NE¹SW⁴.....



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AUG 17 1998

Department of Water Resources
Southern Region

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SCALE: 1" = 200'

JUN 16 2000



REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY



THIS IS A LEGALLY BINDING CONTRACT. BEFORE SIGNING, READ THE ENTIRE DOCUMENT, INCLUDING THE GENERAL PRINTED PROVISIONS AND ATTACHMENTS. IF YOU HAVE ANY QUESTIONS BEFORE SIGNING, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT

ID# **213605**

DATE **November 3, 1997**

1. REAL ESTATE OFFICES:

Listing Agency **Re/MAX Keystone Realty** Selling Agency **Re/MAX Keystone Realty**
Listing Agent Name **Glen Jensen** Selling Agent Name **Glen Jensen**
Phone # (office) **678-1116** (home) **678-8718** Phone # (office) **678-1116** (home) **678-8718**

2. BUYER AND LEGAL DESCRIPTION:

Nick J. Martin and Carol L. Martin (Husband & Wife) (Hereafter called "BUYER")
agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "premises" commonly known as **Helen Johnson Estate, 3408 Overland Ave.** City **Burley** County **Cassia** Idaho, Zip **83318**
legally described as: **One file at listing office**

3. TOTAL PURCHASE PRICE: **Eighty-Three Thousand Dollars and no/100****** DOLLARS,
\$ **83,000.00** payable upon the following TERMS AND CONDITIONS (Not including closing costs):

4. FINANCIAL TERMS: (Note: A+C+D+E+F+G should add up to (or be equal to) total purchase price, except for 100% financing)

\$ **500.00** A. EARNEST MONEY: BUYER hereby deposits **Five Hundred** DOLLARS as Earnest Money evidenced

by: ☐ cash ☒ personal check ☐ cashier's check ☐ note due ☐ other _____ and a receipt is hereby acknowledged. Earnest Money to be deposited in trust account upon acceptance by all parties and shall be held by:

☒ Listing Broker: **David R. Price** ☐ Selling Broker ☐ other _____ for the benefit of the parties hereto, and (Broker) shall hold the completely executed Broker's copy of this Agreement.

The responsible Broker shall be _____

B. ALL CASH OFFER: ☐ YES ☒ NO If this is an all cash offer do not complete lines 28 through 64, fill blanks with N.A.

\$ **79,500.00** C. NEW LOAN PROCEEDS: This Agreement contingent upon BUYER obtaining: ☐ FHA ☐ VA ☒ CONVEN ☒ IHFA

☐ RD ☐ OTHER _____ FIRST LOAN of \$ **79,500.00** not including mortgage insurance, with interest

not to exceed **7.5** % for a period of **30** year(s) at: ☐ fixed rate ☐ other _____ BUYER shall pay no more than _____ point(s) plus origination fee if any. SELLER shall pay no more than _____ point(s). Any reduction in

points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally. BUYER shall apply for such loan within _____ business day(s) of SELLER's acceptance. Within _____ business days of SELLER'S acceptance BUYER agrees to furnish SELLER with a written loan commitment showing lender approval of credit report, income verification, debt ratios and subject only to satisfactory appraisal and final lender underwriting. If such written commitment is not received by SELLERS within the strict time allotted, SELLERS may at their option cancel this agreement by notifying BUYERS in writing of such cancellation. If an appraisal is required by lender, the property must appraise at not less than purchase price or BUYER's Earnest Money may be returned at BUYER's request.

\$ _____ D. EXISTING LOAN(S): This Agreement is contingent upon ☐ the Assumption of or ☐ Subject to the following loans,

if any: ☐ FIRST LOAN of approximately \$ _____ payable at \$ _____ (including PI) per month, with interest currently at _____ % ☐ fixed rate ☐ other _____ Assumption Fee, if any, not to exceed _____

☐ SECOND LOAN of approximately \$ _____ payable at \$ _____ (including PI) per month, with interest currently at _____ % ☐ fixed rate ☐ other _____ Assumption Fee, if any, not to exceed _____ SELLER

shall within _____ business day(s) of acceptance provide BUYER with copies assumed or taken subject to. Within _____ business day(s) of receipt thereof BUYER shall in writing notify SELLER of his/her approval or disapproval of such terms of the aforementioned documents. SELLER shall furnish BUYER a current loan information statement of the above loan(s) within _____ business day(s) of acceptance. In the event of Assumption, BUYER shall use his/her best efforts to obtain the consent of the lender of record to assume the above loan(s) within _____ business day(s) of acceptance, or waive this condition in writing. All charges related to such assumption shall be paid by the ☐ BUYER ☐ SELLER ☐ Shared Equally.

☐ ASSUMPTION of FHA/VA Loan with Release of Liability. BUYER shall assume SELLER's potential indemnity liability to the U.S. Government for the repayment of the loan. BUYER is also qualified and ☐ will or ☐ will not reinstate SELLER's eligibility.

\$ _____ E. SELLER TO CARRY: ☐ FIRST LOAN ☐ SECOND LOAN ☐ OTHER LOAN.

BUYER to execute: ☐ a Contract for Deed or ☐ a note secured by a ☐ Deed of Trust or ☐ Mortgage on the property, in favor of SELLER, for the balance of \$ _____ payable at \$ _____ per month, including interest at _____ % per annum for _____ years and with the entire balance due _____ year(s) from date of note or contract for deed.

The entire balance of loan is due and payable upon sale or transfer of property: ☐ YES ☐ NO.

FINANCIAL STATEMENT: Within _____ business day(s) of acceptance, BUYER shall furnish SELLER: ☐ a current financial

statement ☐ credit report or ☐ both, for the sole purpose of credit approval, which approval shall not be unreasonably withheld. BUYER authorizes SELLER to engage the services of a reputable credit reporting agency for this purpose at BUYER's expense and SELLER shall notify BUYER within _____ business day(s) of receipt of financial statement and/or credit report, of approval or disapproval of BUYER's credit in writing.

\$ _____ F. ADDITIONAL FINANCIAL TERMS:

☐ Additional financial terms are specified under the heading "ADDITIONAL TERMS AND CONDITIONS" (Section 5).

☐ Additional financial terms are contained in an addendum of same date, attached hereto, signed by both parties.

\$ **3,000.00** G. APPROXIMATE FUNDS DUE AT CLOSING: Cash at closing, not including closing costs, to be paid by BUYER at closing in GOOD FUNDS, which includes: cash, electronic transfer funds, certified check or cashier's check. Any net difference between the approximate balances of the loans shown above, which are to be assumed or taken subject to, and the actual balances of said loans at closing of escrow shall be adjusted in ☒ Cash ☐ Other: _____

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 1 of 4 Pages.

BUYER's Initials (**DM**) (**CL**) SELLER's Initials (**DM**) (**CL**)

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R.E.21 EFFECTIVE DATE JULY 1, 1996

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Department of Water Resources
Southern Region

PROPERTY ADDRESS: 3408 Overland Ave.

ID#: 213605

FINANCIAL TERMS: (CONTINUED)

H. OCCUPANCY: BUYER ☒ does ☐ does not intend to occupy property as BUYER'S primary residence.

I. FHA / VA. If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the property described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the property of not less than the sales price as stated in the contract. BUYER shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the property. BUYER should satisfy himself/herself that the price and condition of the property are acceptable. It is agreed that any item included in section 6 is of nominal value less than \$100.

ADDITIONAL TERMS AND/OR CONDITIONS: Buyer is aware of access easement for
Wiseman property.

ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the property are INCLUDED IN THE PURCHASE PRICE (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all attached floor coverings, attached television antennae, satellite dish and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, built-in and "drop-in" ranges (but excepting all other ranges), fuel tanks and irrigation fixtures and equipment, and any and all, if any, water and water rights, and any and all, if any, ditches and ditch rights that are appurtenant thereto that are now on or used in connection with the premises and shall be included in the sale unless otherwise provided herein. The following additional items are specifically:

A. INCLUDED IN THIS SALE: Pump located in canal. BID water rights, Unity Light & Power stock.

B. EXCLUDED IN THIS SALE: none

SELLER'S PROPERTY DISCLOSURE FORM: If required by Title 55, Chapter 25 Idaho Code SELLER shall within ten (10) days after execution of this Agreement provide to BUYER "SELLER's Property Disclosure Form" or other acceptable form. BUYER has received the "SELLER's Property Disclosure Form" or other acceptable form prior to signing this Agreement: ☒ Yes ☐ No ☐ N/A

LEAD PAINT DISCLOSURE: The subject property ☐ is ☒ is not defined as "Target Housing" regarding lead-based paint or lead-based paint hazards. If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard information pamphlet. (b) Receipt of Seller's Disclosure of Information and Acknowledgment Form and have been provided with all records, test reports or other information, if any, related to the presence of lead-based paint hazards on said property. (c) That this contract is contingent upon my right to have the property tested for lead-based paint hazards to be completed no later than _____ or the contingency will terminate. (d) That BUYER hereby ☒ waive ☐ do not waive this right. (e) That, if test results show unacceptable amounts of lead-based paint on the premises, BUYER has the right to cancel the contract subject to the option of the SELLER (to be given in writing) to elect to remove the lead-based paint and correct the problem which must be accomplished before closing. (f) That, if the contract is canceled under this clause, BUYER'S earnest money deposit will be returned to BUYER.

TITLE CONVEYANCE: 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. No liens, encumbrances or defects, which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings, which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination of this contract, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are received by the holder of the Earnest Money and things of value, Broker or closing agency shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.

COVENANTS, CONDITIONS AND RESTRICTIONS (C.C. & R.'S): BUYER is responsible to obtain and review a copy of the C.C. & R.'s (if applicable). BUYER has reviewed C.C. & R.'s. ☐ Yes ☐ No ☒ Not Applicable (NA).

SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, By-Laws and rules and regulations of the Association. BUYER is further aware that the Property may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions, BUYER has reviewed Homeowner's Association Documents: ☐ Yes ☐ No ☒ Not Applicable (NA)

Association fees/dues are \$ _____ per _____

RISK OF LOSS: Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the premises be materially damaged by fire or other destructive cause prior to closing, this Agreement shall be voidable at the option of BUYER.

BUSINESS DAY: Monday through Friday, excluding Saturday and Sunday, and excluding holidays as defined in Idaho Code, Section 67-5302.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 2 of 4 Pages.

BUYER's Initials (X) () SELLER's Initials () ()

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EFFECTIVE DATE JULY 1, 1996

JUN 16 2000
BUYER'S COPY

PROPERTY ADDRESS: 3408 Overland Ave.

ID #: 213605

INSPECTION: BUYER chooses ☐ to have inspection; ☒ not to have inspection. BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. If BUYER chooses not to have inspection skip lines 176 to 191. BUYER shall, within _____ business day(s) complete these inspections and give to SELLER written notice of items disapproved of. BUYER is strongly advised to exercise these rights and to make BUYER's own selection of professionals with appropriate qualifications to conduct inspections of the entire property. BUYER's acceptance of the condition of the property is a contingency of this Agreement.

SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1. If BUYER does not within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.

2. If BUYER does within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall provide to SELLER pertinent section(s) of written home inspection. SELLER shall have _____ business day(s) in which to respond in writing.

3. If SELLER does not respond within the strict time period specified, BUYER shall have _____ business day(s) (after receipt of SELLER's response, or after the expiration of the time for SELLER to respond, whichever occurs first) to cancel this Agreement in writing.

4. If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.

SELLER shall make the property available for all inspections. BUYER shall keep the property free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER, unless required by local law.

FINAL VERIFICATION OF CONDITION: BUYER shall have the right to make a final inspection of the property approximately _____ day(s) prior to close of escrow, not as a contingency of the sale, but solely to confirm that: (a) repairs have been completed as agreed in writing by BUYER and SELLER, (b) SELLER has complied with SELLER's other obligations, and (c) the property is otherwise in substantially the same condition as on the date of acceptance of the offer, unless otherwise agreed in writing.

COSTS PAID BY: Costs in addition to those listed below may be incurred by BUYER and SELLER unless otherwise agreed herein, or provided by law or required by lender, or otherwise stated herein. The below costs will be paid as indicated. Some costs are subject to loan program requirements. SELLER agrees to pay a maximum of \$ _____ lender/appraiser inspection required costs.

	BUYER	SELLER	Shared Equally	Not Applicable		BUYER	SELLER	Shared Equally	Not Applicable
Appraisal Fee	X				Title Ins. Lender's Extended ALTA	X			
Closing Escrow Fee			X		Title Ins. Owner's Extended Policy				X
Contract Preparation				X	Title Ins. Standard Policy		X		
Document Preparation			X		Septic Inspection		X		
Flood Certification Fee			X		Septic Pumping		X		
Flood Tracking Fee		X			Survey		X		
Loan Assumption Fee				X	Well Inspection		X		
Tax Service Fee		X							

TITLE INSURANCE:

(A) **TITLE COMMITMENT:** Prior to closing the transaction, ☒ SELLER or ☐ BUYER shall furnish to BUYER a commitment of a title insurance policy showing the condition of the title to said premises. BUYER shall have _____ business day(s) from receipt of the commitment or until twenty-four (24) hours prior to closing, whichever is the less, within which to object in writing to the condition of the title as set forth in the commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said premises is not marketable, or cannot be made so within 10 business day(s) after notice containing a written statement of defect is delivered to SELLER, BUYER's Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

(B) **STANDARD TITLE POLICY:** SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER.

(C) **LENDER'S ADDITION (ALTA POLICY):** The lender will require that BUYER (Borrower) furnish an Extended Coverage Lenders Addition (ALTA) Policy. This extended coverage lenders policy will cover those claims against the property that may have become legal obligations before the purchase of the home and yet may not be public record until after the purchase.

(D) **EXTENDED COVERAGE TITLE POLICY:** A standard policy of title insurance does not cover certain potential problems or risks such as liens (i.e. a legal claim against premises for payment of some debt or obligation), boundary disputes, claims of easement and other matters of claims if they are not of public record at time of closing. However, under Idaho law, such potential claims against the premises may have become legal obligations before the purchase of the home and yet may not be of public record until after the purchase. It is recommended that BUYER talk to a title insurance company about what it offers in the way of extended coverage. Extended Coverage Title Policy requested

☐ Yes ☒ No. Additional premium paid by: ☐ BUYER ☐ SELLER.

(E) The parties agree that Land Title & Escrow Title Company shall provide title policy and preliminary report of commitment.

COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one and the same instrument.

ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties respecting such matters. No warranties, including, without limitation, any warranty of habitability, agreements or representations not expressly set forth herein shall be binding upon either party.

FACSIMILE TRANSMISSION: Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original. At the request of either party or the Closing Agency, the parties will confirm facsimile transmitted signatures by signing an original document.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 3 of 4 Pages.

BUYER's Initials () () SELLER's Initials () ()

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21 EFFECTIVE DATE JULY 1 1996

MICROFILM

JUN 16 2000

BUYER'S COPY

For Value Received

LINDA HOLYOAK, GENERAL PERSONAL REPRESENTATIVE OF THE ESTATE
OF HELEN J. JOHNSON, DECEASED

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

NICK J. MARTIN and CAROL L. MARTIN, HUSBAND AND WIFE
Address: 3408 OVERLAND AVE., BURLEY, ID 83318

Hereinafter called the Grantee, the following described premises situated in CASSIA County, Idaho,
to-wit:

TOWNSHIP 10 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 32: Part of the NE $\frac{1}{4}$ SW $\frac{1}{4}$, more particularly described as follows:

Beginning at a point that is South 0°29'10" East 279.25 feet and South 89°59'45" West 28.48 feet from the center $\frac{1}{4}$ corner of said Section 32, said point being the intersection of the center line of the USRS "H" canal and the West right-of-way line of State Highway No. 27;
Thence South 0°11'00" East along the highway right-of-way 353.47 feet;
Thence South 89°59'45" West 1183.21 feet to the canal centerline;
Thence North 33°47'45" East 11.43 feet along the canal centerline;
Thence North 40°55'00" East 188.92 feet along the canal centerline;
Thence North 52°57'20" East 117.15 feet along the canal centerline;
Thence North 82°13'50" East 967.39 feet along the canal centerline to the Point of Beginning.

EXCEPTING THEREFROM the following described parcel:

Beginning at the Center $\frac{1}{4}$ corner of said Section 32, said corner marked by a $\frac{5}{8}$ " rebar; Thence South 00°32'11" East along the $\frac{1}{4}$ section line for a distance of 632.96 feet (632.72 feet rec.) to a point; Thence South 89°47'05" West for a distance of 34.84 feet to a point on the West right of way of State Highway 27, which shall be the Point of Beginning;
Thence South 89°47'05" West (South 89°59'45" West rec.) for a distance of 0.20 feet to a copperweld monument at the Northeast corner of the Bureau of Land Management property;
Thence South 89°47'05" West (South 89°59'45" West rec.) along the North boundary of the Bureau of Land Management property for a distance of 535.14 feet to a $\frac{1}{2}$ " rebar;
Thence North 00°22'17" West for a distance of 82.02 feet to a $\frac{1}{2}$ " rebar;
Thence North 89°56'23" East for a distance of 535.35 feet to a $\frac{1}{2}$ " rebar on the West right of way of State Highway 27;
Thence South 00°22'17" East (South 00°11'00" East rec.) along the West right of way of State Highway 27 for a distance of 80.57 feet to the Point of Beginning.

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Taxes subsequent to the year 1997.

Assessments of the Burley Irrigation District and the rights and powers of said District as by law provided.

Easement Agreement For Ingress And Egress between The Estate of Helen J. Johnson, deceased, through its personal representative, Linda Holyoak, (Grantor), and Mark Allen Wiseman and Shauna Alyssa Wiseman, husband and wife, (Grantee), dated September 25, 1997 and recorded October 24, 1997 as Instrument No. 251836 on Film No. 292, records of Cassia County, Idaho.

RECEIVED

AUG 17 1998

Department of Water Resources
Southern Region

252352
100-162003

AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with Grantee, that the Grantor is the owner in fee simple of said premises; that they are free incumbrances except as above described and that Grantor will warrant and defend the same full claims whatsoever.

November 24, 1997

De Lyoak G.P.R.
DE LYOAK, GENERAL PERSONAL
REPRESENTATIVE OF THE ESTATE OF
HELEN J. JOHNSON, DECEASED

IDAHO)
OF CASSIA) ss.

On the day of November, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared DE LYOAK, known or identified to me to be the person whose name is subscribed to the within instrument as the Personal Representative of the Estate of HELEN J. JOHNSON, and acknowledged to me that she executed the same as Personal Representative.

BARBARA EHLE
NOTARY PUBLIC ☆
STATE OF IDAHO
MY COMMISSION EXPIRES 6-12-2003

Barbara Ehle
Notary Public
Residing at: Burley, Idaho
My Commission expires: 6-12-2003

LAND TITLE & ESCROW

CASSIA COUNTY, IDAHO
CORRELL H. ROSKELLEY
RECORDER
602 SEP 24 1997

1997 NOV 28 P 3:01

252352

RECORDED AT THE REQUEST OF
LAND TITLE & ESCROW
FILM 293

MICROFILMED

JUN 16 2003

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)
) PARTIAL DECREE PURSUANT TO
) I.R.C.P. 54(b) FOR
Case No. 39576)
) Water Right 45-11213

NAME AND ADDRESS: HELEN J JOHNSON
3408 OVERLAND
BURLEY, ID 83318

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

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

PRIORITY DATE: 12/31/1929

POINT OF DIVERSION: T10S R23E S32 NESW Within Cassia County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Domestic 1 HOME	01-01 TO 12-31	0.04 CFS
	Stockwater	01-01 TO 12-31	0.02 CFS

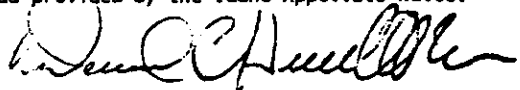
PLACE OF USE:	Stockwater		Within Cassia County
	T10S R23E S32	NESW	
	Domestic		Within Cassia County
	T10S R23E S32	NESW	

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.

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.



Daniel C. Hurlbutt, JR.
Presiding Judge
Snake River Basin Adjudication



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

July 9, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

NICK J MARTIN
3408 OVERLAND
BURLEY ID 83318

RE: Water Right 45-11213

Dear Mr. Martin:

The department acknowledges receipt of correspondence changing ownership of the above referenced decreed water right to you. The department has modified its records to reflect the change in ownership and has enclosed a computer-generated report 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 the department if you have questions.

Sincerely,

for L. GLEN SAXTON, Chief
Water Allocations Bureau

LGS:klt

Enclosure

MICROFILMED
JUN 16 2000