

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

RECEIVED  
SEP - 5 2001

Department of Water Resources

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.  
 Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

| Water<br>Right No(s). | Adjudication<br>Claim No(s). | Split | Water<br>Right No(s). | Adjudication<br>Claim No(s). | Split |
|-----------------------|------------------------------|-------|-----------------------|------------------------------|-------|
| 13-938                | None                         |       |                       |                              |       |
|                       |                              |       |                       |                              |       |
|                       |                              |       |                       |                              |       |
|                       |                              |       |                       |                              |       |
|                       |                              |       |                       |                              |       |

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):  
**PLAT OF PROPERTY** or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).  
**OR**  
 If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) Devon W. Warrick  
2372 North Highway 91, Preston, Idaho 83263
4. New Owner/Claimant(s) John T. Cardis and Phyllis A. Cardis  
 Name Connector (Check one): ☒ and, ☐ or, ☐ and/or  
272 South Lasky Drive, Unit 105  
 New Mailing Address  
Beverly Hills, CA 90212  
 City, State and ZIP Code  
 New Telephone Number ( ) 310/286-2774
5. Date you acquired the property March 26, 2001

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<br>(If the right(s) will not be split, skip this area and proceed to item 7) |                                                                            |                                                              |
|-------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|--------------------------------------------------------------|
| Water Right and/or Adjudication Claim Number <u>13-938</u>                                                              |                                                                            |                                                              |
| Water Use                                                                                                               | Diversion Rate or Volume<br>(cubic feet per second or acre-feet per annum) | Description<br>(acres, number and type of stock, homes, etc) |
| Irrigation                                                                                                              | <u>8.27 Miners Inches</u>                                                  |                                                              |
| Stock                                                                                                                   |                                                                            |                                                              |
| Domestic                                                                                                                |                                                                            |                                                              |
| Other                                                                                                                   |                                                                            |                                                              |
| Total                                                                                                                   |                                                                            |                                                              |

| DESCRIPTION OF YOUR PORTION OF WATER RIGHT<br>(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<br>(cubic feet per second or acre-feet per annum) | Description<br>(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)

Phyllis A. Carder

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 J. Massi Date 9-6-01 Fee \$25.00  
 Received by J. Massi Date 9-6-01 Receipt No. 0056033  
 Processed by J. Massi AJ Date \_\_\_\_\_ WR \_\_\_\_\_ Date \_\_\_\_\_

**AFFIDAVIT OF IVAN M. JORGENSEN IN SUPPORT OF JOHN T. CARDIS' AND PHYLLIS A. CARDIS' NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP**

STATE OF IDAHO )  
                              : ss.:  
County of Franklin )

**RECEIVED**

**OCT 25 2001**

Department of Water Resources

**IVAN M. JORGENSEN**, being duly sworn, deposes and says:

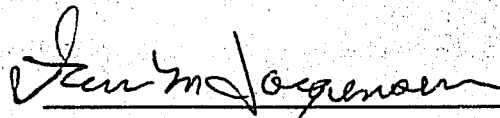
1. I previously owned the property at issue in this matter and make this Affidavit based upon my own personal knowledge.

2. From April 15, 1967 to May 6, 1978 I owned, together with my wife Ramona K. Jorgensen, the property at issue in this matter and legally described in *Exhibit A* attached hereto.

3. During the entire period I owned the property, it was irrigated with water from Battle Creek.

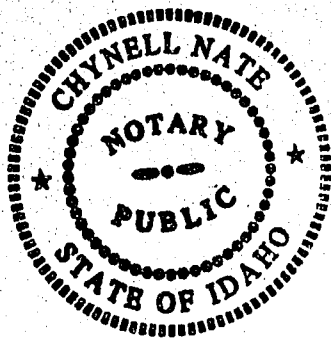
4. I understood the water right associated with the property to allow for irrigation of the property in the amount of 8.27 miners inches to be used ~~one day out of every seven~~ <sup>MAY 1 TO OCTOBER 1 EACH YEAR.</sup>

DATED this 22 day of October, 2001.

  
Ivan M. Jorgensen

SUBSCRIBED AND SWORN to before me this 22 day of October, 2001.

(SEAL)



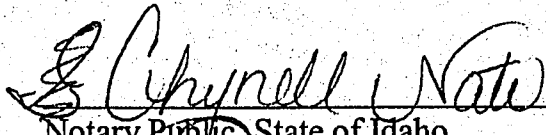
  
Notary Public, State of Idaho  
Residing at Preston, Idaho  
My Commission Expires 5-13-04

**EXHIBIT "A"**

Township 15 South, Range 39 East of the Boise Meridian

Section 9: Commencing at a point which is 359 feet West of the Southeast corner of NW1/4NW1/4 of Section 9, running thence East 359 feet to said Southeast corner which point is also on the East side of the Irrigation levy, thence running Northwesterly along said Irrigation Levy to a point which is 1302 feet North and 138 feet East of Point of Beginning, thence West 138 feet, thence South 1302 feet to point of beginning. Containing 8.56 acres, more or less.

Also, beginning point 3.46 chains South 64°15' East of a point chains East of the North-east corner of the South half of the Northeast quarter of Section 12, Township 14 South, Range 40 East of the Boise Meridian, running thence North 40° East 3 chains; thence North 64°15' West 5 chains; thence South 40° West 3 chains; thence South 64°15' East 5 chains to the place of beginning.

This deed is given subject to the parties of the second part assuming and paying the balance due, both principal and interest, of that certain mortgage dated August 22, 1956 to the First National Bank of Logan, and recorded in Book 60 of Mortgages, page 301, records of Franklin County, Idaho.

This rider is attached to and becomes a part of this deed.

W. E. Crane  
Jemima Crane

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to said property, as well in law as in equity, of the said parties of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the parties of the second part, and to their heirs and assigns forever; And the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said parties of the second part their heirs and assigns, against the said parties of the first part, and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

W. E. Crane (SEAL)  
Jemima Crane (SEAL)

STATE OF IDAHO,  
County of Franklin--ss.

On this 20th day of August in the year 1958, before me Norman A. Ricks a Notary Public in and for said State, personally appeared William E. Crane and his wife Jemima Crane 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 in this certificate first above written.  
(Seal)

Norman A. Ricks  
Notary Public, Residing at Preston, Idaho

STATE OF IDAHO,  
COUNTY OF FRANKLIN--ss.

I hereby certify that this instrument was filed for record at the request of Rex Crane, at 1:10 P. M., Aug. 20, 1958.  
Fee: \$2.50

C. L. Swenson; Ex-Officio Recorder  
By Charles Long Deputy

Inst. No. 102700

QUIT CLAIM DEED

THIS INDENTURE, made this 30th day of June, 1958 between MAY CARTER HENDERSON, Pocatello, Idaho; FRANCIS LOUISE CARTER ELWELL, Preston, Idaho; ERNEST W. CARTER, Preston, Idaho; GEORGE W. CARTER, Preston, Idaho; KATE IRENE CARTER STOKES, Seattle, Washington; LEAH MAUDIE CARTER TAYLOR, Clifton, Idaho; and JESSE W. CARTER, deceased; the children of WILLIAM H. CARTER and his wife KATE CARTER, deceased, and the heirs and only heirs at Law of WILLIAM H. CARTER and his wife, KATE CARTER, deceased. And that heirship of the above named children has been proven, see Probate Proceedings in the matter of the Estate of Kate Carter, Docket #492, Filed February 26, 1945 in the Probate Court of Franklin County, Idaho;

And the following named heirs of the Estate of JESSE W. CARTER, Deceased: SADIE K. CARTER, wife, of Preston, Idaho; SCOTT K. CARTER, Son, of Preston, Idaho; DORIS CARTER, Daughter, of Preston, Idaho; DORA CARTER TALBOT, Daughter, of Preston, Idaho; MYRNA CARTER, Daughter, of Preston, Idaho; KLISS CARTER, Daughter, of Preston, Idaho; LUDEAN CARTER, Daughter, of Preston, Idaho; the heirs and only heirs of JESSE W. CARTER, Deceased; and that heirship has been proven in the Probate Court of Franklin County, Idaho, see Probate File #271, dated December 2, 1936, Probate Court of Franklin County, Idaho, the parties of the first part and

ERNEST W. CARTER, of Preston, Franklin County, State of Idaho, the Party of the Second Part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of ONE DOLLAR AND NATURAL LOVE AND AFFECTION, lawful money of the United States of America, to them in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents demise, release and forever quitclaim unto the said party of the second part, and to his heirs and assigns forever, all that certain lot, piece, or parcel of land, situate, lying and being in Franklin County, State of Idaho, and bounded and particularly described as follows, to-wit:

Commencing at the southeast corner of the Northwest quarter of the NE 1/4 quarter of Section 9, Township 15 South, Range 39 East of the Boise Meridian, and running thence North 88 rods; thence West 12 rods, more or less, to the East side of State Highway; thence Southwesterly, following the East side of highway to a point 28 rods, more or less, West of the point of beginning; thence East 28 rods, more or less, to the point of beginning.

Together with all and singular, the tenements, water rights, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, and the reversions, remainder, and remainder, rents, the issues, and the profits thereof;

TO HAVE AND TO HOLD all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever.

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

Kliss Carter Choules  
Kliss Carter Choules  
Kate I Carter Stokes  
Kate Irene Carter Stokes  
Scott K. Carter  
May Carter Henderson  
May Carter Henderson  
Francis Louise Elwell  
Francis Louise Carter Elwell  
Ernest W. Carter  
Ernest W. Carter  
George W. Carter  
George W. Carter  
Leah Maudie Carter Taylor  
Leah Maudie Carter Taylor  
Sadie K. Carter  
Sadie K. Carter  
Doris Carter  
Doris Carter  
Dora Carter Talbot  
Dora Carter Talbot  
Myrna Carter Low  
Myrna Carter  
Lou Dean  
Ludean Carter  
Ludean Carter

STATE OF IDAHO )  
County of Franklin )ss

On this 21 day of July - , in the year 1958, before me, a Notary Public in and of said County, Personally appeared Francis Louise Carter Elwell, Ernest W. Carter, George W. Carter, Leah Maudie Carter Taylor, Sadie K. Carter, Scott K. Carter, Doris Carter, Dora Carter Talbot, Myrna Carter, <sup>Low</sup> Kliss Carter and Ludean Carter, 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 in this certificate first above written.  
My commission expires:

J. N. Larsen  
Notary Public  
Address:

(Seal)  
STATE OF Washington )  
County of King )ss

On this 14th day of August in the year 1958, before me, Ralph Bartlett, a Notary Public in and for said County, personally appeared Kate Irene Carter Stokes of Auburn, Washington, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.  
My commission expires:

Ralph Bartlett  
Notary Public  
Address: Midway, Wash.

(Seal)  
STATE OF IDAHO )  
County of Gooding )ss

On this 12 day of August in the year 1958, before me, Emerson Pugmire, a Notary Public in and for said County, personally appeared Kliss Carter Choules known to me to be the person whose name is subscribed to

the within instrument, and acknowledged to me that she executed the same.

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

My commission expires:

(Seal)

Emerson Pugnire  
Notary Public  
Address:

STATE OF California

County of Tuolumne

On this 25th day of July in the year 1958, before me,, a Notary Public in and for said County, personally appeared Scott K. Carte r., known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

My commission expires:

(Seal)

Rosemary M. Rue  
Notary Public  
Address: Courthouse  
Sonora, California

On this day of in the year 1958, before me,, a Notary Public in and for said County, personally appeared Kate Irene Carter Stokes of Seattle, Washington,, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

My commission expires:

Notary Public  
Address:

STATE OF IDAHO,

County of Franklin--ss.

I hereby certify that this instrument was filed for record at the request of J. N. Larsen Co. at 2:25 P. M., August 20, 1958.

Fee: \$2.25

C. L. Swenson: Ex-Officio Recorder  
By Deputy Deputy

-- Compared --

Inst. No. 102701

#### WARRANTY DEED

THIS INDENTURE, made this 1st day of July in the year of our Lord one thousand nine hundred and Fifty eight between Victor L. Dunkley and his wife Elaine K. Dunkley of Franklin County of Franklin State of Idaho the parties of the first part, and B. H. Swainston and his wife Myrtle C. Swainston, joint tenants by the entirety with full rights vested in the survivor and not as tenants in common, of Preston County of Franklin State of Idaho the parties of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of \$1.00 and other valuable consideration lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, and to their heirs and assigns forever, all the following described real estate, situated in the County of Franklin, State of Idaho, to-wit:

Beginning at a point in Cub River which is North 81°03' East 4.54 chains of a point North 43°45' East 0.97 chains of a point South 89°42' East 3.817 chains of a point South 00°50' West 3.11 chains of a point South 89°04' East 9.66 chains of a point 7 chains South of a point 0.294 chains East of the North quarter corner of Section 20, Township 16 South, Range 40 East of the Boise Meridian; thence following the meanderings of the old Cub River Channel in a Southwesterly direction to a point in said Cub River 14.73 chains East of a point 12.64 chains South of the North quarter corner of said Section 20; thence Northeast along the new Cub River cut channel to the place of beginning.

Also, beginning at a point which is 75 feet North 38°50' West of a point which is 1617 feet South 88° West of a point which is 53.75 chains North and 11.95 chains East of the Southeast corner of Section 20, Township 16 South, Range 40 East of the Boise Meridian, running thence North 38°50' West 300 feet; thence North 1°30' East 234 feet; thence North 1°40' West 248 feet to the East bank of Cub River; thence up along the East bank of Cub River to a point which is North 2°45' East 1063 feet and North 68°45' West 102 feet from the point of beginning; thence South 68°45' East 102 feet; thence Southerly in a direct line to the place of beginning.

This deed is given to correct an error in the description of that certain warranty deed dated June 6, 1958, executed by the grantors herein to the grantees herein, and recorded June 20, 1958 in Book 50 of Deeds, \_\_\_\_\_

162463

177529

1-2

re-recorded

THIS INDENTURE, made this 15th day of April  
 in the year of our Lord one thousand nine hundred and 1917, between  
 Ernest W. Carter and wife, Anna Carter, Also known as Anna Leona Carter  
 of the County of Franklin, State of Idaho, the part 1st, and  
 Ivan H. Jorgensen and wife, Emma Jorgensen  
 of the County of Franklin, State of Idaho, the part 2nd, of the first part, and  
 of the County of Franklin, State of Idaho, the part 3rd, of the second part.

WITNESSETH, That the said part 1st, of the first part, for and in consideration of the sum of  
 Thirty Thousand Three Hundred and no/100 - - - - - Dollars  
 lawful money of the United States of America, to them in hand paid by the said part 2nd, of the second  
 part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do  
 grant, bargain, sell, convey and confirm unto the said part 3rd, of the second part, and their heirs and  
 assigns forever, all the following described real estate, situated in the County of Franklin, State of Idaho, to-wit:

Township 15 South, Range 31 East of the Boise Meridian;  
 Section 4: Commencing at a point 36 rods E and 40 rods S of the NW corner of said  
 section 4; thence running N 8 rods; thence E 10 rods; thence N 22 rods; thence E 10  
 rods; thence N 10 rods; thence E 170 rods, more or less, to Bear River; thence S  
 only along said Bear River to a point 207 rods, more or less E of the place of begin-  
 ning; thence S 207 rods, more or less, to the place of beginning. Excepting therefrom  
 road and canal right of ways.

Also, commencing at the NE corner SE 1/4, said section 4, running thence  
 S 36-1/11 rods; thence W 95 rods, more or less to county road; thence N westerly along  
 said county road to a point 118 rods, more or less, W of the place of beginning; thence  
 E 110 rods, more or less, to the place of beginning. Excepting therefrom road right  
 of way.

Section 9: Commencing at a point 3 rods S of the NW corner of said section 9; run-  
 ning thence N 43 rods, more or less, to a point 50 rods E and 33 rods N of  
 the NW corner of said section 9; thence SE 1/4 to a point on highway that is 66 rods  
 S and 12 rods E of the NW corner of said section 9; thence S westerly along said high-  
 way to a point 54 rods E and 40 rods S of the NW corner of said section 9; thence  
 S 54 rods; thence N 37 rods to the place of beginning.

Also, commencing at the SE corner NW 1/4, said section 9, running thence  
 N 28 rods; thence W 12 rods to highway; thence S westerly along said highway to a point  
 28 rods W of the place of beginning; thence E 28 rods to the place of beginning.

47.2 shares of Battle Creek Irrigation Company Water Stock. Deeded water in  
 Battle Creek with priority date of June 14, 1886.

This Deed is re-recorded to correct error in legal description.

TOGETHER with all and singular the tenements, hereditaments and appurtenances therunto belonging or in any-  
 wise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and  
 all estate, right, title and interest in and to said property, as well in law as in equity, of the said part 1st, of the  
 of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the  
 appurtenances, unto the part 3rd, of the second part, and to their heirs and assigns forever. And the  
 said part 1st, of the first part, and their heirs, the said premises in the quiet and peaceable possession of  
 the said part 3rd, of the second part, their heirs and assigns, against the said part 1st, of the first  
 part, and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim  
 the same shall and will WARRANT and by these presents forever DEFEND.

IN WITNESS WHEREOF, The said part 1st, of the first part, has hereunto set their hands and  
 seal on the day and year first above written.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF  
 Ernest W. Carter (SEAL)  
 Anna Leona Carter (SEAL)  
 (SEAL)  
 (SEAL)  
 (SEAL)

125163

Recorded at the request of  
*Greene & Sons, Inc.*

APR 8 1988 2:20

CORRIN L. KELLER, RECORDER  
By *Sam Birtach*  
FRANKLIN COUNTY, IDAHO

177529 2-2

162163

WARRANTY DEED

*Grant W. Carter, et al.*

TO-

*Shirley M. Jorgensen, et al.*

Dated ....., 19.....

STATE OF IDAHO,  
COUNTY OF FRANKLIN--

I hereby certify that this instrument was

filed for record at request of

*Shirley M. Jorgensen*

at ....., minutes past .....

o'clock ....., this ....., day

of .....

in my office and duly recorded in Book .....

of .....

at .....

By *Michael D. Linn*

*Shirley M. Jorgensen*

Pay \$ .....

Mail to .....

Deputy

Notary Public, residing at Preston, Idaho

On this ....., day of ....., 1987, before me

appeared ....., known to me to be the person

whose name is subscribed to the within instrument,

and acknowledged to me that he executed the same.

I, the undersigned, a Notary Public in and for said State, personally appeared

and on this ....., day of ....., 1987, before me

appeared ....., known to me to be the person

whose name is subscribed to the within instrument,

and acknowledged to me that he executed the same.

I, the undersigned, a Notary Public in and for said State, personally appeared

and on this ....., day of ....., 1987, before me

appeared ....., known to me to be the person

whose name is subscribed to the within instrument,

and acknowledged to me that he executed the same.

I, the undersigned, a Notary Public in and for said State, personally appeared

and on this ....., day of ....., 1987, before me

appeared ....., known to me to be the person

whose name is subscribed to the within instrument,

and acknowledged to me that he executed the same.

I, the undersigned, a Notary Public in and for said State, personally appeared

and on this ....., day of ....., 1987, before me

appeared ....., known to me to be the person

whose name is subscribed to the within instrument,

and acknowledged to me that he executed the same.

I, the undersigned, a Notary Public in and for said State, personally appeared

and on this ....., day of ....., 1987, before me

appeared ....., known to me to be the person

THIS INDENTURE, made this 11th day of April 1907, in the year of our Lord one thousand nine hundred and Sixty Seven between Ernest Carter and wife, Anna Carter, Also known as Anna Leona Carter.

of the County of Franklin State of Idaho the part 1st, and Ivan Jorgensen and wife, Ramona Jorgensen.

of the County of Franklin State of Idaho the part 2nd, of the second part.

WITNESSETH, That the said part 1st, of the first part, for and in consideration of the sum of Thirty Thousand Three Hundred and 00/100 Dollars

lawful money of the United States of America, to them in hand paid by the said part 2nd, of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said part 2nd, of the second part, and their heirs and assigns forever, all the following described real estate, situated in the County of Franklin, State of Idaho, to-wit:

To-wit: 1st, Section 13, Township 33 North, Range 11 East of the Boise Meridian; Section 4: Commencing at a point 34 rods E and 40 rods S of the NE corner of said section 4; thence running N 1/2 rods; thence E 10 rods; thence N 22 rods; thence E 12 rods; thence S 170 rods, more or less, to Bear River; thence S 1/2 rods; thence E 207 rods, more or less, to the place of beginning. Excepting therefrom road and canal right of ways.

Also, commencing at the NE corner of said section 4, running thence S 1/2 rods; thence E 95 rods, more or less to county road; thence E 1/2 rods; thence S 112 rods, more or less, to the place of beginning. Excepting therefrom road right of way.

Section 9: Commencing at a point 3 rods S of the NE corner of said section 9; running thence E 3 rods, more or less, to a point 50 rods E and 33 rods S of the NE corner of said section 9; thence E 1/2 rods to a point on highway that is 65 rods E and 17 rods S of the NE corner of said section 9; thence S 1/2 rods along said highway to a point 54 rods E and 40 rods S of the NE corner of said section 9; thence E 54 rods; thence N 37 1/2 rods to the place of beginning.

Also, commencing at the SE corner of said section 9, running thence N 38 rods; thence W 12 rods to highway; thence S 1/2 rods along said highway to a point 28 rods E of the place of beginning; thence E 28 rods to the place of beginning.

47.2 shares of Battle Creek Irrigation Company Water Stock. Decreed water in Battle Creek with priority date of June 14, 1886.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereto in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to said property, as well in law as in equity, of the said part 1st, of the first part.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises, together with the appurtenances, unto the said part 2nd, of the second part, and to their heirs and assigns forever. And the said part 1st, of the first part, and their heirs and assigns, against the said part 2nd, of the second part, and their heirs and assigns, against the said part 1st, of the first part, and their heirs and assigns, against all and every person and persons whatsoever, lawfully claiming, the same shall and will WARRANT and by these presents forever DEFEND.

IN WITNESS WHEREOF, The said part 1st, of the first part, has hereunto set their hand and seal, the day and year first above written, SIGNED, SEALED AND DELIVERED IN PRESENCE OF

Ernest Carter  
Anna Carter

**Warranty Deed and Real Estate Sales Contract from**

**Ivan M. Jorgensen and Ramona K. Jorgensen to**

**DeVon W. Warrick and Gwen L. Warrick**

162176

 Reception ☐  
 Indexed ☐

 10:10 MAR 25 1983  
 MICHAEL D. KING, RECORDER  
 FRANKLIN COUNTY, IDAHO

(DO NOT WRITE ABOVE THIS LINE)

## WARRANTY DEED

## For Value Received

IVAN M. JORGENSEN and RAMONA K. JORGENSEN, husband and wife

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

DEVON W. HARRICK and GWEN L. HARRICK

247 West 3000 South

Bountiful, Utah 84180

the grantee(s) the following described premises, in Franklin County, Idaho, to wit:

Township 15 South, Range 39 East of the Boise Meridian

 Section 9: Commencing at a point which is 359 feet West of the  
 Southeast corner of NW1/4 of Section 9, running thence  
 East 359 feet to said Southeast corner which point is  
 also on the East side of the Irrigation Levy, thence  
 running Northwesterly along said Irrigation Levy to a  
 point which is 1302 feet North and 138 feet East of point  
 of beginning, thence West 138 feet, thence South 1302  
 feet to point of beginning. Containing 8.56 acres, more  
 or less.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s),  
 their heirs and assigns forever. And the said Grantor(s) hereby covenant to and with the said  
 Grantee(s), that they are the owners in fee simple of said premises; that they are free from all in-  
 cumbences

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: May 16, 1978

 Ivan M. Jorgensen  
 Ramona K. Jorgensen

(NOTARY SEAL)

State of Idaho

County of Franklin

as On the 16th day of May A.D. 1978

personally appeared before me

Ivan M. Jorgensen and Ramona K. Jorgensen, husband and wife

the signor(s) of the within instrument, who duly acknowledged to me that they  
executed the same.

Residing at:

My Commission expires:

Full paid to:

Mail tax notice to:

## REAL ESTATE SALE CONTRACT

THIS AGREEMENT, Made this 16th day of May in the year A. D., 19 78  
 by and between IVAN M. JORGENSEN and RAMONA K. JORGENSEN, husband and wife  
 of the County of Franklin, State of Idaho, hereinafter called Seller and  
 DEVON W. WARRICK and GWEN L. WARRICK, husband and wife  
 of the County of Franklin, State of Idaho, hereinafter called  
 Buyer;

WITNESSETH: Seller agrees to sell to the Buyer, on the performance of the agreements of the Buyer as hereinafter mentioned and convey, or cause to be conveyed by the legal owner or owners thereof, by good and sufficient Warranty Deed, free of liens and incumbrances, excepting those of record, and any that may have attached by reason of any act or deed of Buyer, and excepting any lien to which this agreement is expressly made subject, the following described real estate situated in the county of and State of Idaho, to-wit:

Township 15 South, Range 39 East of the Boise Meridian.

Section 9: Commencing at a point which is 359 feet West of the Southeast corner of NW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 9, running thence East 359 feet to said Southeast corner which point is also on the East side of the Irrigation levy, thence running Northwesterly along said Irrigation Levy to a point which is 1302 feet North and 138 feet East of point of the beginning, thence West 138 feet, thence South 1302 feet to point of beginning. Containing 8.56 acres more or less. Also 8.27 miners inches of water from Battle Creek to be used ~~to~~ <sup>one</sup> day out of every seven.

Buyer agrees to buy said described premises and pay Seller therefor, the sum of \$6,848.00

SIX THOUSAND EIGHT HUNDRED FORTY-EIGHT AND NO/100 - - - - - (DOLLARS,  
 payable in lawful money of the United States, and in manner as follows, to-wit: (\$ 6000.00 )

on delivery of this contract, the receipt whereof is hereby acknowledged, and the balance of \$848.00

EIGHT HUNDRED FORTY-EIGHT AND NO/100 - - - - - Dollars

in One installments, with interest thereon from at the rate of

~~which shall be payable when deed with marketable title is deliverable by seller, which should be released no later than five years from the deed hereof.~~

Recorded at the request of

*Devon Warrick*

MAY 25 1982 2:10 PM

MICHAEL D. KUNZ, RECORDER

*Michael D. Kunz*  
 FRANKLIN COUNTY, IDAHO

1. Time and the punctuality of payment are of the essence and a material part of this contract, and in the event of a failure to comply with the terms hereof by Buyer, the Seller shall be released from all obligations in law or in equity to convey said property. In the event the Buyer shall fail to comply with the terms and conditions of this contract, the Seller shall give notice thereof to the Buyer of such default, by certified mail to Buyer advising Buyer in what respects he has failed to comply with the terms and conditions of this agreement. In the event the Buyer fails to comply with the terms of this agreement so specified within 30 days after receipt of such notice by certified mail from Seller, then and in that event all payments previously made under the terms and conditions of this contract by Buyer shall be considered as rentals and damages and retained by Seller, to the extent permitted by law, and Seller may take immediate possession of said property and shall resume full title, ownership and control of said premises. It is further understood and agreed that in the event the Buyer fails to comply with the terms hereof within 30 days after receipt of such notice, as herein provided then and in such event, the Seller may at his election declare the entire remaining unpaid balance of this contract due and payable forthwith, and recover said balance from Buyer, if necessary by legal proceedings. This remedy shall be considered an optional remedy and not as a waiver of any right or remedy that the Seller would otherwise have at law or in equity to enforce the performance of this agreement, or to recover damages for breach thereof.

2. It is expressly agreed that if Buyer shall promptly make the payments herein stipulated and shall pay all accrued interest as the same becomes due, and shall also pay all taxes and assessments levied and assessed against said property, the Seller, on receiving the sums due under the terms of this contract, will execute and deliver, or cause to be executed and delivered by the legal owner or owners thereof to the Buyer, or his assigns, a Warranty Deed conveying the above described property and will also deliver a policy of title insurance, insuring Buyer in the full purchase price thereof, in accordance with this agreement, to be procured by the Seller at his expense, which policy shall be delivered to the Buyer on recordation of a warranty deed conveying said property to Buyer.

**Corrected Trustee's Deed between**  
**DeVon William Warrick, as Trustee of**  
**The Devon William Warrick Family Trust, and**  
**Devon William Warrick**

205856 1-3

Recorded at the request of

Steven R. Fuller

a.m. APR 08 1999 4:25 p.m.

**CORRECTED TRUSTEE'S DEED**

V. ELLIOTT LARSEN, RECORDER  
By Shauna Giddes Deputy  
FRANKLIN COUNTY, IDAHO

THIS DEED made this 5<sup>th</sup> day of April, 1999,  
between DEVON WILLIAM WARRICK, as the Trustee of the DEVON WILLIAM  
WARRICK FAMILY TRUST, hereinafter called "Grantor" and DEVON  
WILLIAM WARRICK, hereinafter called "Grantee".

WHEREAS, Devon William Warrick is the duly appointed and  
acting Trustee of the Devon William Warrick Family Trust, dated the  
4th day of January, 1990, by and between Devon William Warrick,  
personally and Devon William Warrick as Guardian of Gwen Lowe  
Warrick, as Trustors, and Devon William Warrick, as Trustee of the  
Devon William Warrick Family Trust.

NOW, THEREFORE, WITNESSETH, that the said Grantor, for  
valuable consideration, and for the purpose of distributing certain  
real property from the DEVON WILLIAM WARRICK FAMILY TRUST, do by  
these presents hereby distribute, grant, bargain, sell, convey, and  
confirm unto the said Grantee, and his heirs and assigns forever,  
all interest in that certain parcel of land, situate, lying and  
being in Franklin County, State of Idaho, and more particularly  
described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO**

TOGETHER with all and singular the tenements, hereditaments,  
and appurtenances thereunto belonging or in anywise appertaining,  
the reversion and reversions, remainder and remainders rents,  
issues and profits thereof;

TO HAVE AND TO HOLD, all and singular the said premises  
together with the appurtenances unto the Grantee, his heirs and  
assigns forever.

205856 2-3

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal the day and year first above written.

THE DEVON WILLIAM WARRICK FAMILY TRUST

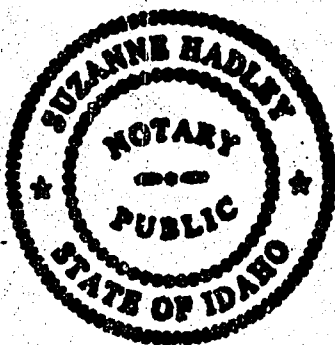
By Devon Warrick  
DEVON WILLIAM WARRICK, Trustee

STATE OF IDAHO

County of Franklin

) ss.  
)

On this 5<sup>th</sup> day of April, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared DEVON WILLIAM WARRICK, known or identified to me to be the person whose name is subscribed to the within instrument as Trustee of the DEVON WILLIAM WARRICK FAMILY TRUST and acknowledged to me that he executed the same as Trustee of the said Trust.



Suzanne Hadley  
NOTARY PUBLIC for State of Idaho  
Residing at: Sun Lake  
Comm. Expires: 8/9/03

205856 3-3

EXHIBIT "A"

Township 15 South, Range 39 East of the Boise Meridian

Section 4: Beginning at the Southwest corner of Section 4, and running North 29°58'24" East 2986.41 feet, said point also being on the West right-of-way line of U.S. Highway 91, said point being the true point of beginning; thence North 89°32'26" West 1122.04 feet; thence North 33°27'05" East 466.23 feet along an existing fence line; thence South 74°39'00" East 899.07 feet along an existing fence line to the West right-of-way line of U.S. Highway 91; thence South 4°45'49" East 108.37 feet along said line; thence South 11°56'39" West 53.15 feet along said line to the true point of beginning. Containing 6.65 acres.

EXCEPTING THEREFROM: Beginning at the Southwest corner of Section 4 and running thence North 20°34'24" East 2767.67 feet to the TRUE POINT OF BEGINNING; thence North 11°19'35" East 295.27 feet to an existing fence line; thence South 74°39'00" East 103.70 feet along said fence line; thence South 12°26'25" West 269.19 feet; thence North 89°32'30" West 100.00 feet to the true point of beginning.

ALSO EXCEPT any portions deeded to the State of Idaho for highway purposes.

Section 9: Commencing at a point which is 359 feet West of the Southeast corner of NW¼NW¼ of Section 9, running thence East 359 feet to said Southeast corner which point is also on the East side of the Irrigation levy, thence running Northwesterly along said Irrigation Levy to a point which is 1302 feet North and 138 feet East of point of beginning, thence West 138 feet, thence South 1302 feet to point of beginning. Containing 8.56 acres, more or less.

THIS DEED IS BEING RECORDED TO CORRECT THE LEGAL DESCRIPTION ON THAT CERTAIN DEED DATED DECEMBER 2, 1998 AND RECORDED DECEMBER 2, 1998 IN THE RECORDS OF FRANKLIN COUNTY, IDAHO, AS INSTRUMENT NO. 204340.

**Warranty Deed and Contract of Sale from**

**DeVon William Warrick to**

**John T. Cardis and Phyllis A. Cardis; and**

**Title Policy of John T. Cardis and Phyllis A. Cardis**

COPY

213116-4

Recorded at the request of  
NORTHERN TITLE

After Recording, Return to:

John T. Cardis  
272 South Lasky Drive, Unit 105  
Beverly Hills, CA 90212

UTE 1253

RECEIVED

MAY 25 2001

Meuleman & Miller

a.m. MAY 04 2001 2:50 p.m.

V. ELLIOTT LARSEN, RECORDER  
By Carmille Larsen Deputy  
FRANKLIN COUNTY IDAHO

WARRANTY DEED

For value received, **Devon William Warrick**, a single man (hereafter called "Grantor"), hereby grants, bargains, sells and conveys unto **John T. Cardis and Phyllis A. Cardis**, husband and wife, whose address is 272 South Lasky Drive, Unit 105, Beverly Hills, California 90212 (hereafter called "Grantee"), the following described premises situated in Franklin County, Idaho, to wit:

That certain real property more particularly described on **Exhibit "A"** attached hereto and made a part hereof, together with all water rights appurtenant to the premises or used in connection therewith and all other easements, rights and appurtenances thereto and all of Grantor's right, title and interest in and to all streets and rights-of-way adjacent thereto.

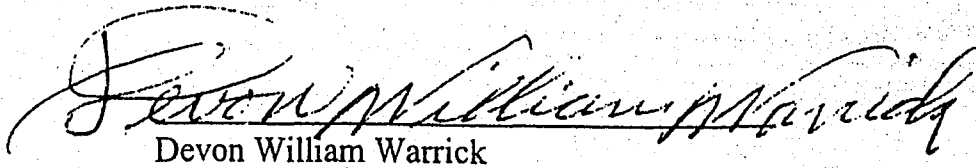
Subject to those matters set forth on **Exhibit "B"** attached hereto and made a part hereof.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all estate, right, title, and interest in and to the property, as well in law as in equity.

To have and to hold the said premises, with their appurtenances unto Grantee and Grantee's heirs and assigns forever. And Grantor does hereby covenant to and with Grantee that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by Grantee; and that Grantor will warrant and defend the same from all claims whatsoever.

DATED: May 1, 2001.

GRANTOR:

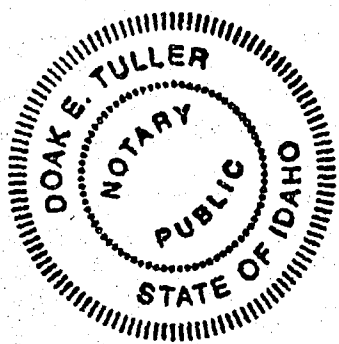
  
Devon William Warrick

213116 2-4

STATE OF IDAHO )  
 ) ss.  
County of Franklin )

On this 1 day of MAY, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Devon William Warrick, known or identified to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same.

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



*Doak E. Tuller*

Notary Public for Idaho

Residing at Lehi, UT

My commission expires: 5/12/2005

213116

"EXHIBIT A"

TOWNSHIP 15 SOUTH, RANGE 39 EAST OF THE BOISE MERIDIAN FRANKLIN COUNTY, IDAHO

SECTION 9: COMMENCING AT A POINT WHICH IS 359 FEET WEST OF THE SOUTHEAST CORNER OF NW $\frac{1}{4}$ NW $\frac{1}{4}$  OF SECTION 9, RUNNING THENCE EAST 359 FEET TO SAID SOUTHEAST CORNER WHICH POINT IS ALSO ON THE EAST SIDE OF THE IRRIGATION LEVY, THENCE RUNNING NORTHWESTERLY ALONG SAID IRRIGATION LEVY TO A POINT WHICH IS 1302 FEET NORTH AND 138 FEET EAST OF POINT OF BEGINNING, THENCE WEST 138 FEET, THENCE SOUTH 1302 FEET TO POINT OF BEGINNING. CONTAINING 8.56 ACRES, MORE OR LESS (1692.01)

213115-4

EXHIBIT "B"

1. TAXES FOR THE YEAR 2001 ARE NOW A LIEN, NOT YET DUE OR PAYABLE.
2. SAID PROPERTY IS INCLUDED WITHIN THE TAXING ASSESSMENT DISTRICT OF FRANKLIN COUNTY AND MAY BE SUBJECT TO THE CHARGES AND ASSESSMENTS THEREOF. (Charges are current according to the information available from the county records.)
3. A RIGHT OF WAY FOR THE STATE OF IDAHO RECORDED JANUARY 13, 1936 IN BOOK 30 OF DEEDS PAGE 206 ALONG THE WESTERLY LINE OF SAID PARCEL. (US HIGHWAY 91)
4. AN EASEMENT ALONG THE EASTERLY LINE OF SAID PARCEL FOR IRRIGATION LEVY AND DITCH ALSO INGRESS AND EGRESS FOR ACCESS AND MAINTENANCE OF SAID LEVY.

CONTRACT OF SALE

THIS CONTRACT OF SALE ("Contract") is entered into on March 26, 2001, between Devon William Warrick, a single man ("Seller"), and John T. Cardis and Phyllis A. Cardis, husband and wife (collectively, "Buyer").

1. **Purchase.** Seller shall sell and Buyer shall purchase that certain real property located in the County of Franklin, State of Idaho, more particularly described on Schedule I attached hereto and made a part hereof, together with all water rights appurtenant to the premises or used in connection therewith and all other easements, rights and appurtenances thereto (collectively, the "Subject Property"), all in accordance with the terms and conditions hereinafter set forth. Seller hereby grants to Buyer a license to enter upon the Subject Property for all purposes reasonably related to Buyer's inspection of the physical condition of the Subject Property, including, without limitation, the right to conduct surveys, soils tests and environmental tests and audits (if Buyer so chooses).

2. **Purchase Price.** The purchase price of the Subject Property is the sum of Sixty-Two Thousand Five Hundred Dollars (\$62,500.00), payable at closing in cash or other immediately available federal funds. As of the date of this Contract, Buyer has already paid Seller an earnest money deposit in the sum of Two Thousand Five Hundred Dollars (\$2,500.00). The earnest money deposit shall be applied to the purchase price of the Subject Property.

3. **Conditions Precedent.** Notwithstanding anything to the contrary in this Contract, Buyer shall not be obligated to purchase the Subject Property unless at or prior to closing each of the following conditions in subparagraphs (a) through (e) have been met or Buyer has waived said conditions in writing. Seller shall cooperate with Buyer, and agrees to execute any documents which may be necessary or convenient, in the performance of these conditions:

(a) Title to the Subject Property shall be good and marketable and shall be free and clear of all liens, encumbrances, easements, assessments, restrictions, tenancies (whether recorded or unrecorded) and other exceptions to title, except the lien of real property taxes not yet due and payable and those exceptions approved in writing by Buyer ("Permitted Exceptions"). Seller hereby represents and warrants (i) that there are no leases or other occupancy agreements affecting the Subject Property or any portion thereof as of the date of this Contract, (ii) that between the date of this Contract and the earlier of the close of escrow or the termination of this Contract, Seller shall not (A) sign any new lease or occupancy agreement affecting the Subject Property or any portion thereof, or (B) sign any easement, covenant or restriction (or amendment to any existing easement, covenant or restriction) affecting the Subject Property or any portion thereof (except to the extent required to delete such easement, covenant or restriction as an objectionable exception to title), and (iii) that Seller shall remove on or before closing all monetary liens and encumbrances affecting the Subject Property except the lien of real property taxes not yet due and payable.

IDAHO (b) The Escrow Holder shall be prepared to obtain from First American Title Company of Preston, Inc., upon closing, a standard coverage owner's policy of title insurance (including any endorsements reasonably required by Buyer to delete any objectionable exceptions to title) in the full amount of the purchase price, insuring (i) that marketable fee simple title to the Subject Property is vested in Buyer subject only to the Permitted Exceptions, and (ii) that the entire distance of the easterly boundary line of the Subject Property is contiguous to the westerly boundary line of the Northeast quarter of the Northwest quarter of Section 9, Township 15 South, Range 39 East of the Boise Meridian (which property Buyer already owns as of the date of this Contract).

(c) Buyer, at Buyer's expense, has obtained (if Buyer so chooses) surveys, soils tests and environmental tests and audits which shall show the Subject Property to be free and clear of all Hazardous Materials (as defined in Paragraph 8(b)), and that the physical condition of the Subject Property is satisfactory to Buyer, in Buyer's sole opinion.

(d) The means of vehicular ingress and egress to and from the Subject Property is satisfactory to Buyer, in Buyer's sole opinion.

(e) All of Seller's representations and warranties under this Contract shall continue to be true and correct as of the date of closing.

In the event Buyer deems any of the conditions set forth in this Paragraph 3 unsatisfied, Buyer may terminate this Contract upon fifteen (15) days' prior written notice to Seller and this Contract shall terminate if the condition or conditions specified in said notice of termination have not been satisfied or waived in writing by Buyer prior to expiration of said fifteen (15) day period. In the event of any such termination of this Contract, both parties shall be released from any further obligations hereunder except for liabilities, actual or contingent, which arose prior to the date of termination, and the earnest money deposit paid by Buyer hereunder shall be refunded to Buyer.

COMPANY OF IDAHO (b) Escrow Holder. Prior to closing, the parties shall open an escrow with First American Title Company of Preston, Inc. ("Escrow Holder"). Seller shall deposit into escrow a duly executed and acknowledged Warranty Deed conveying the Subject Property and all of Seller's right, title and interest in and to all streets and rights-of-way adjacent thereto to Buyer, subject only to the Permitted Exceptions ("Deed"), together with instructions to deliver and record the Deed when the Escrow Holder is in a position to pay the balance of the purchase price to Seller. After all of the conditions of closing as set forth in Paragraph 3 have been met, Buyer shall deposit the balance of the purchase price into escrow with instructions to disburse the same to Seller upon recordation of the Deed and issuance of the title insurance policy required by Paragraph 3(b).

5. **Closing.** Closing shall be on April 30, 2001. Possession passes to Buyer on closing.

6. **Costs.** Buyer shall pay the cost of recording the Deed. Any escrow fees shall be paid equally by both parties. Taxes and utilities shall be prorated as of the time of closing. Seller shall pay all other costs including, without limitation, all other recording fees, assessments for improvements completed prior to the date hereof, whether levied or not, and all title insurance premiums (including the premiums for any endorsements reasonably required by Buyer to delete any objectionable exceptions to title).

7. **Commissions.** Each party represents and warrants that it has not dealt with or contracted with any broker, agent or finder to act in their behalf in connection with this transaction. Each party agrees to indemnify, defend and hold harmless the other party from all liabilities, claims, damages, expenses (including, without limitation, reasonable attorney's fees and reasonable attorney's fees on any appeal), judgments, proceedings and causes of action of any kind whatsoever (collectively, "Claims"), arising from any misrepresentation by the indemnifying party pursuant to this Paragraph 7.

8. **Seller's Representations and Warranties.**

(a) Seller represents and warrants that Seller has authority to enter into this Contract and that Seller holds marketable fee simple title to the Subject Property.

(b) Seller represents and warrants all of the following:

(i) Seller has no knowledge of any "Hazardous Materials" (as hereinafter defined), having ever been used, produced, released, stored, transported, disposed of, generated, deposited or otherwise existing in, over, under or upon the Subject Property by any person or entity whatsoever. The term "Hazardous Materials" shall collectively refer to underground storage tanks, petroleum and petroleum products, asbestos, PCB's, urea-formaldehyde and any hazardous or toxic substances, pollutants, contaminants, wastes or materials as defined under any "Environmental Laws". The term "Environmental Laws" shall collectively refer to any federal, state or local law, rule or regulation respecting Hazardous Materials, together with all amendments thereto.

(ii) To Seller's knowledge, (A) no notice of violation of any Environmental Law or any other law (and no complaint, order, directive, claim, citation or notice relating to any Environmental Law or other law) has been issued with respect to the Subject Property, and (B) there are no pending actions against Seller which relate to the condition of the Subject Property and Seller has no knowledge of any facts or circumstances which could give rise to such action. Without limiting the foregoing, there are no pending or threatened condemnation proceedings which could affect all or any portion of the Subject Property, or the performance by Seller of any of its obligations set forth in this Contract.

The representations and warranties set forth in this Paragraph 8 shall constitute continuing representations and warranties and shall be deemed to be true and correct as of the date of closing of Buyer's purchase of the Subject Property. Seller agrees to indemnify, defend and hold harmless Buyer from and against any and all Claims arising out of or in any way connected with Seller's breach of the representations and warranties set forth in this Paragraph 8.

9. **Casualty.** Should the improvements, if any, on the Subject Property be damaged or destroyed by fire or other casualty prior to the time of closing, Buyer, at Buyer's sole option, may elect either (i) to terminate Buyer's obligation to purchase the Subject Property by giving written notice to Seller at any time prior to the time of closing (whereupon Seller shall refund the earnest money deposit paid by Buyer hereunder), or (ii) to complete the purchase of the Subject Property with the purchase price being reduced by an amount equal to the fair market value of the improvements (or portion thereof) damaged or destroyed.

10. **Condemnation.** Should any entity having the power of condemnation bring an action or otherwise indicate an intent prior to the time of closing to acquire all or any portion of, or any interest in, the Subject Property, Buyer, at Buyer's sole option, may elect either (i) to terminate Buyer's obligation to purchase the Subject Property by giving written notice to Seller at any time prior to the time of closing (whereupon Seller shall refund the earnest money deposit paid by Buyer hereunder), or (ii) to complete the purchase of the Subject Property with Seller immediately appointing Buyer its attorney-in-fact to negotiate with said condemning entity as to its interest in the Subject Property and assigning to Buyer all amounts to be awarded for the Subject Property. Seller agrees to provide Buyer, within ten (10) days after Seller's receipt of same but in no event later than the time of closing, written notice of any actual or threatened condemnation proceeding.

11. **Successors.** This Contract shall be binding on the heirs, successors, assigns and personal representatives of the parties hereto.

12. **Attorney's Fees.** In the event either party initiates or defends any legal action or proceeding in any way connected with this Contract, the prevailing party in any such action or proceeding (in addition to any other relief which may be granted, whether legal or equitable), shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorney's fees (including, without limitation, its reasonable costs and attorney's fees on any appeal). All such costs and attorney's fees shall be deemed to have accrued on commencement of any legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment.

13. **Default.**

(a) Neither party shall be deemed to be in default under this Contract except upon the expiration of fifteen (15) days (seven [7] days in the event of failure to pay money) from receipt of written notice from the other party specifying the particulars in which such party has failed to perform its obligations (or breached any of its representations or warranties) under this Contract unless such party, prior to expiration of said fifteen (15) day period (seven [7] days in the event of failure to pay money), has rectified the particulars specified in said notice of default.

(b) In the event of a default by Seller, Buyer may:

(i) Terminate this Contract upon written notice to Seller, recover from Seller all damages incurred by Buyer, and obtain a refund from Seller of the earnest money deposit paid by Buyer hereunder;

(ii) Seek specific performance of this Contract, and, in addition, recover all damages incurred by Buyer. The parties declare it to be their intent that this Contract may be specifically enforced;

(iii) Perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due Seller or recover said monies from Seller; and

(iv) Pursue all other remedies provided by law or equity, it being the intent of the parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate Buyer as the non-defaulting party.

(c) In the event of a default by Buyer, Seller's sole and exclusive remedy (under this Contract, at law, or in equity), shall be to terminate this Contract and retain the earnest money deposit paid by Buyer hereunder as liquidated damages. Seller and Buyer agree that it would be impractical or extremely difficult to fix the actual damages to Seller in the event of Buyer's default under this Contract. The parties hereby agree that a reasonable estimate of such damages is an amount equal to the earnest money deposit.

**14. Notices.**

(a) All notices given pursuant to this Contract shall be in writing and shall be given by personal service, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate party at the address set forth below:

**Seller:** Devon William Warrick  
2372 North Highway 91  
Preston, ID 83263

**Buyer:** John T. and Phyllis A. Cardis  
272 South Lasky Drive, Unit 105  
Beverly Hills, CA 90212

All notices given pursuant to this Contract shall be deemed given upon receipt.

(b) For the purpose of this Contract, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to subparagraph (a) above as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to subparagraph (a) above, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice of refusal or notice of non-delivery by the sending party.

**15. Entire Agreement.** This Contract contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Contract shall be construed as a whole and not strictly for or against any party.

**16. Counterparts / Facsimile Transmission.** This Contract may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument. Signature and acknowledgment pages may be detached from individual counterparts and attached to a single or multiple original(s) in order to form a single or multiple original(s) of this document. Executed originals (or counterpart originals) of this Contract may be delivered by facsimile transmission, which facsimile transmission copies shall be deemed originals.

**17. Survival.** All of the representations and warranties set forth in this Contract shall constitute continuing representations and warranties, shall be deemed to be true and correct as of the date of closing of Buyer's purchase of the Subject Property from Seller, and shall (along with all indemnification, defense and hold harmless obligations related thereto) survive the closing of Buyer's purchase of the Subject Property from Seller.

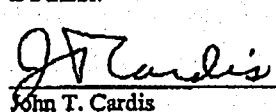
**18. Seller's Removal of Equipment.** Seller shall, on or before the closing date, remove all of Seller's equipment from the Subject Property and leave the Subject Property in a clean condition. Seller shall repair any damage to any building located on the Subject Property caused by the removal of such equipment.

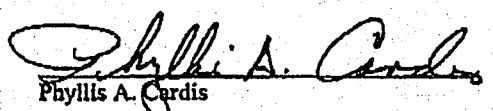
EXECUTED as of the date first set forth above.

**SELLER:**

  
Devon William Warrick

**BUYER:**

  
John T. Cardis

  
Phyllis A. Cardis

\\1513\0003\Devg\Contract of Sale 001.wpd

**SCHEDULE I**  
to Contract of Sale

Legal Description of Subject Property

Township 15 South, Range 39 East of the Boise Meridian, Franklin County, Idaho.

Section 9: Commencing at a point which is 359 feet West of the Southeast corner of NW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 9, running thence East 359 feet to said Southeast corner which point is also on the East side of the Irrigation levy, thence running Northwesterly along said Irrigation Levy to a point which is 1302 feet North and 138 feet East of the point of beginning, thence West 138 feet, thence South 1302 feet to the point of beginning.

COMMITMENT FOR TITLE INSURANCE  
ISSUED BY



Sanctity of Contract

**STEWART TITLE**  
GUARANTY COMPANY

RECEIVED  
APR 19 2001  
Meuleman & Miller

STEWART TITLE GUARANTY COMPANY, A Texas Corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

Signed under seal for the Company, but this Commitment shall not be valid or binding until it bears an authorized Countersignature.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

**STEWART TITLE**  
GUARANTY COMPANY

*Stewart Morris Jr.*  
Chairman of the Board  
Countersigned by:

*Rich H.*  
Authorized Signatory  
NORTHERN TITLE OF IDAHO

Company  
17 EAST ONEIDA STREET - PRESTON, ID 83263

City, State  
(208) 852-5700 FAX (208) 852-9300  
Delivered to: MEULEMAN & MILLER LLP  
Attention: KIMBAL GOWLAND



*Malcolm S. Morris*  
President

Serial No. C-9912-2115923

*Callis*

Apr. 23. 2001 2:07PM

NORTHERN TITLE CO

No. 7761 P. 2/3

Closing/Escrow Inquiries to:  
PAM ALLEN, ESCROW OFFICER  
All inquiries regarding this report  
should be directed to:  
DOAK TULLER, TITLE OFFICER

### SCHEDULE A

Order No. NTF-1253

1. Effective Date: March 30, 2001 @ 5:00 PM

2. Policy or policies to be issued:

A. ALTA Owner's

Standard Coverage

Proposed Insured: JOHN T. CARDIS and PHYLLIS A. CARDIS, HUSBAND AND WIFE

Amount: \$62,500.00

Premium: \$475.50

B. ALTA Loan

Coverage

Proposed Insured:

Amount: \$0.00

Premium: \$0.00

C. Endorsements: 116.4 \$95.10

3. The estate or interest in the land described in the Commitment and covered herein is:  
FEE SIMPLE

4. Title to the estate or interest referred to herein is at the effective date hereof vested in:

DEVON WILLIAM WARRICK

5. The land referred to in this Commitment is in the State of IDAHO, County of FRANKLIN and is  
described as follows:

See Attached Exhibit "A"

PROPERTY ADDRESS: FRANKLIN COUNTY , ID.

"EXHIBIT A"

TOWNSHIP 15 SOUTH, RANGE 39 EAST OF THE BOISE MERIDIAN FRANKLIN COUNTY, IDAHO

SECTION 9: COMMENCING AT A POINT WHICH IS 359 FEET WEST OF THE SOUTHEAST CORNER OF NW $\frac{1}{4}$ NW $\frac{1}{4}$  OF SECTION 9, RUNNING THENCE EAST 359 FEET TO SAID SOUTHEAST CORNER WHICH POINT IS ALSO ON THE EAST SIDE OF THE IRRIGATION LEVY, THENCE RUNNING NORTHWESTERLY ALONG SAID IRRIGATION LEVY TO A POINT WHICH IS 1302 FEET NORTH AND 138 FEET EAST OF POINT OF BEGINNING, THENCE WEST 138 FEET, THENCE SOUTH 1302 FEET TO POINT OF BEGINNING. CONTAINING 8.56 ACRES, MORE OR LESS (1692.01)

## SCHEDULE B - SECTION 1

Order No. NTF-1253

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

B. General Exceptions:

- (1) Rights or claims of parties in possession not shown by the public records.\*
- (2) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.\*
- (3) Easements, or claims of easements, not shown by the public records.\*
- (4) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.\*
- (5) (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.\*
- (6) Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.\*

\*Paragraphs 1, 2, 3, 4, 5, and 6 will not appear as printed exceptions on extended coverage policies, except as to such parts thereof which may be typed as a Special Exception in Schedule B-Section 2.

C. Special Exceptions:

(See Schedule B-Section 2 beginning on the next page)

Apr. 23. 2001 2:07PM

NORTHERN TITLE CO

No. 7761 P. 3/3

## SCHEDULE B - SECTION 2

Order No. NTF-1253

### SPECIAL EXCEPTIONS:

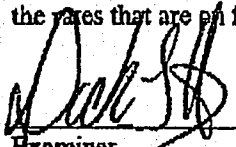
1. Taxes for the year 2001 are now a lien, not yet due or payable.  
Taxes for the year 2000 are now due and payable in the amount of \$163.82, first half has been paid in the amount of \$81.91, second half will not become delinquent until June 20, 2001.  
Tax Serial No. 1692.01
2. Said property is included within the taxing assessment district of FRANKLIN COUNTY and may be subject to the charges and assessments thereof. (Charges are current according to the information available from the county records.)
3. A RIGHT OF WAY FOR THE STATE OF IDAHO RECORDED JANUARY 13, 1936 IN BOOK 30 OF DEEDS PAGE 206 ALONG THE WESTERLY LINE OF SAID PARCEL. (US HIGHWAY 91)
4. AN EASEMENT ALONG THE EASTERLY LINE OF SAID PARCEL FOR IRRIGATION LEVY AND DITCH ALSO INGRESS AND EGRESS FOR ACCESS AND MAINTANENCE OF SAID LEVY.

\*\*\*\*

NOTE: Judgments were checked on the following names, and none were found of record:

JOHN T. CARDIS and PHYLLIS A. CARDIS  
DEVON WILLIAM WARRICK

NOTE: In the event this transaction fails to close, a cancellation fee may be charged for services rendered in accordance with the rates that are on file with the Commissioner of Insurance of the State of Idaho.

  
Examiner

NTF-1253

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE B-SECTION 1 REQUIREMENTS

THE FOLLOWING ARE THE REQUIREMENTS TO BE COMPLIED WITH

- (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to insured.
- (b) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (c) The Company hereby reserves the right to add additional special exceptions to coverage and/or requirements for the issuance of any policy pursuant to this commitment upon its receipt and review of additional information including, but not limited to, any items herein below.

In addition to the foregoing, the following requirements must be complied with, to-wit:

1. Deed conveying title to the purchasers, executed by: DEVON WILLIAM WARRICK,



## Survey Map

39

8

122403 F  
Karl Jorgensen  
72

Nathalie Warrick  
F52405

Dell R. Stanger  
41-41 F. L. Trust

RENT

Ben B Johnson  
52-518

Gene Austin  
1994 1999

- Land Bank  
172330

T-10  
Yonduoye

Gene Austin  
#22489

Sped across River

Floyd R. Boethe  
33-447. PB

L. Jones  
+ TH  
Owen M.  
Casperson  
145279

The Federal Land  
Bank  
172320  
FIM

George A. Eames  
T.C.  
52-24

Wm Ariel Hawkes  
40-291 73

George A. Eames  
T-7 12-23

N.S. Howells  
T16 1220

Lorenzo Jones

Wm. Ariel Hawkes  
42-722  
T.22

(B)

## IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 13-7603

WATER RIGHT NUMBER: 13-7603

| <u>Owner Type</u> | <u>Name and Address</u>                                                                        |
|-------------------|------------------------------------------------------------------------------------------------|
| Current Owner     | JOHN T CARDIS<br>272 SOUTH LASKY DRIVE, UNIT 105<br>BEVERLY HILLS, CA 90212<br>310-286-2774    |
| Original Owner    | WILLIAM H CARTER<br><br>, ID                                                                   |
| Current Owner     | PHYLLIS A CARDIS<br>272 SOUTH LASKY DRIVE, UNIT 105<br>BEVERLY HILLS, CA 90212<br>310-286-2774 |
| Attorney          | MEULEMAN & MILLER LLP<br>C/O GREG EMBREY<br>PO BOX 955<br>BOISE, ID 83701<br>(208) 342-6066    |

Priority Date: 06/14/1886

Basis: Decreed

Status: Active

Source

BATTLE CREEK

Tributary

BEAR RIVER

Beneficial Use

IRRIGATION

From To

04/20 to 09/30

Diversion Rate

0.170 CFS

Annual VolumeTotal Diversion:

0.170 CFS

Location of Point(s) of Diversion

BATTLE CREEK

FRANKLIN County

Sec. 4, Twp 15S, Rge 39E, B.M.

Place of Use

IRRIGATION

| Twp | Rge | Sec | NE |    |    |    | NW |    |    |    | SW |    |    |    | SE |    |    |    | Totals |
|-----|-----|-----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--------|
|     |     |     | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE |        |
| 15S | 39E | 9   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | 8.6    |

Total Acres: 8.6

Conditions of Approval:Remarks:

## IDAHO DEPARTMENT OF WATER RESOURCES

## Water Right Report 13-7603

1. General P/D INCOMPLETE.^^^ P/U IS 8.27 ACRES WITHIN 8.56 ACRE PLACE OF USE.

Comments:

1. jpeppers 10/29/2001 ownership change

Comment: This right was split from 13-938 through ownership change. 8.27 inches (for 8.27 acres within an 8.56 acres place of use) was split off leaving 16.73 inches for 16.73 acres under right no. 13-7602. Ownership documentation refers to 8.27 miners inches from Battle Creek to be used one day out of every seven. This suggests the possibility of rotation amongst other owners of the same water right.

Dates and Other Information:

Licensed Date:

Decreed Date: 7/14/1920

Water Supply Bank Enrollment Accepted:

Water Supply Bank Enrollment Removed:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

State or Federal:

Owner Name Connector: And

Water District Number: 11

Generic Max Rate Per Acre:

Generic Max Volume Per Acre:

Decree Defendant:

Decree Plaintiff:

Civil Case Number:

Judicial District:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Carey Act Number:

Mitigation Plan: False

RECEIVED

SEP - 5 2001

LAW OFFICES  
**MEULEMAN & MILLER LLP**  
BUSINESS LAW • REAL ESTATE LAW • CONSTRUCTION LAW

960 BROADWAY AVE., SUITE 400  
POST OFFICE BOX 955  
BOISE, IDAHO 83701

Department of Water Resources

PHONE  
(208) 342-6066  
FAX  
(208) 336-9712  
WEB  
www.lawidaho.com

GREG EMBREY  
KIMBAL L. GOWLAND  
JULIANA KNUDSON\*\*  
GEOFFREY J. MCCONNELL\*†  
WAYNE V MEULEMAN  
ROBERT L. MILLER  
RICHARD W. MOLLERUP  
JEFF R. SYKES\*  
TRACY V. VANCE†  
ARNOLD L. WAGNER

MACK A. REDFORD††  
OF COUNSEL

\*LICENSED IN IDAHO & CALIFORNIA

†LICENSED IN IDAHO & UTAH

\*\*LICENSED IN CALIFORNIA

††LICENSED IN IDAHO AND NO. MARIANA ISLANDS

September 4, 2001

Kari Lynn  
Idaho Department of Water Resources  
1301 N. Orchard  
Boise, ID 83706

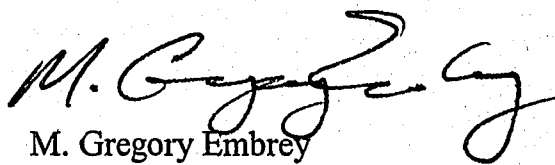
Re: Warrick/Cardis Transaction  
Our File No. 1535.003

Dear Ms. Lynn:

Please find enclosed the Notice in Change of Water Right Ownership for John T. Cardis and Phyllis A. Cardis, and our check for \$25.00 to cover the appropriate filing fee. Please also find attached the chain of title documents for the two owners prior to John T. and Phyllis A. Cardis. More specifically, please note that the Real Estate sale Contract between Ivan M. Jorgensen/Ramona K. Jorgensen and DeVon W. Warrick and Gwen L. Warrick conveys a water right of 8.27 miners inches from Battle Creek to be used one day a week. The subsequent Warranty Deed and Contract of Sale from DeVon W. Warrick to John T. Cardis and Phyllis A. Cardis convey all water rights appurtenant to the property.

Please direct any correspondence to our office, and do not hesitate to call with any questions or if you need any further information.

Very truly yours,

  
M. Gregory Embrey

MGE:kah  
Enclosures

cc: John T. Cardis

I:\1535\003\Corr\Lynn L01.wpd



State of Idaho

**DEPARTMENT OF WATER RESOURCES**

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

DIRK KEMPTHORNE  
Governor

KARL J. DREHER  
Director

September 7, 2001

MEULEMAN & MILLER LLP  
M GREGORY EMBREY  
PO BOX 955  
BOISE ID 83701-0955

RE: Change in Ownership for Water Right No. 13-938

Dear Mr. Embrey:

The Department of Water Resources acknowledges receipt of the Notice of Change in Water Right Ownership submitted on behalf of John T. and Phyllis A. Cardis. Our review of the notice indicates that additional information is required before we can process the change. The information required is indicated below:

- ✓ Filing fee of \$100 per water right for changes resulting from division of water right
- ✓ Additional evidence of water right ownership: chain of title from original decreed owner
- ✓ More complete description of portion of water right resulting from division of water right

Effective July 1, 2000, the legislature enacted House Bill No. 545 requiring a filing fee for a change in water right ownership. The fee is \$25 per water right, except for ownership changes resulting in the division of a water right, which is \$100 per water right. We have determined that the filing fee for the notice you submitted is \$100. We have receipted your check no. 16219 for \$25 which has been applied to the required filing fee. A balance of \$75 is due before we can complete processing of the notice.

Water Right No. 13-938 was originally decreed to William H. Carter in the case Last Chance Canal Co. vs Utah Power and Light dated July 14, 1920. Although the documentation submitted shows a location similar to a portion of the decreed place of use, we will need a complete chain of title from William H. Carter to the present owner to verify that the land owned by your client is the same place of use as originally decreed.

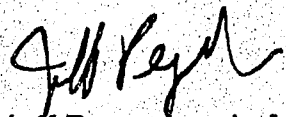
Water Right No. 13-938 was originally decreed for 0.5 cfs for the irrigation of 25 acres from Battle Creek. Although the documentation submitted provides for a use of 8.237 inches of water from Battle Creek, it also restricts the use to one day out of every seven. Water rights are not generally recorded with that type of limitation. This language could suggest a rotation of water amongst other users and could also suggest additional owners of the same 8.27 inches of water. We will need additional information regarding the division of the water right before we can process the change.

Because the Department cannot process the ownership change without proper documentation and fees, we will hold any action on the notice pending receipt of the necessary information and fees. If we do not receive the necessary information and fees within 30 days we will return the notice and all attachments and refund any fees paid and the notice will not be processed.

Please note that water right owners are required to report any change in water right ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Contact any office of the Department or visit the Department's homepage on the Internet to obtain the proper forms and instructions.

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

Sincerely,



Jeff Peppersack, Manager  
Water Right Permits Section

JP:klt

MEMORANDUM

Date: October 1, 2001

To: WR File No. 13-938

From: Jeff Peppersack

Re: Ownership Change

Greg Embry of Meuleman & Miller LLP called and left a message regarding the pending change of ownership for this water right to report on the status. He said that they are still in the process of gathering information regarding the irrigated place of use. He asked for some additional time to get all the necessary information. We should put the file on an additional 30-day call up.

LAW OFFICES  
**MEULEMAN & MILLER LLP**  
BUSINESS LAW • REAL ESTATE LAW • CONSTRUCTION LAW

960 BROADWAY AVE., SUITE 400  
POST OFFICE BOX 955  
BOISE, IDAHO 83701

M. GREGORY EMBREY  
KIMBAL L. GOWLAND  
GEOFFREY J. MCCONNELL\*†  
WAYNE V MEULEMAN  
ROBERT L. MILLER  
RICHARD W. MOLLERUP  
JEFF R. SYKES\*  
GARY W. TANNER, LL.M.  
TRACY V. VANCE†  
ARNOLD L. WAGNER

MACK A. REDFORD††  
OF COUNSEL

RECEIVED

OCT 25 2001

Department of Water Resources

(208) 342-6066  
FAX  
(208) 336-9712  
WEB  
www.lawidaho.com

\*LICENSED IN IDAHO & CALIFORNIA  
†LICENSED IN IDAHO & UTAH  
\*\*LICENSED ONLY IN CALIFORNIA

††LICENSED IN IDAHO AND NO. MARIANA ISLANDS

October 15, 2001

Jeff Peppersack, Manager  
Water Rights Permits Section  
Idaho Department of Water Resources  
P. O. Box 83720  
Boise, ID 83720-0098

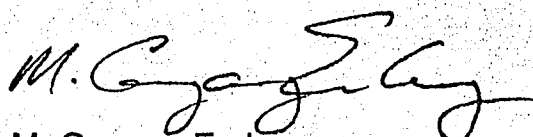
Re: Change in Ownership for Water Right No. 13-938  
Our File No. 1535.003

Dear Mr. Peppersack:

Please find enclosed the additional \$75.00 filing fee and information you requested with respect to the change in ownership for water right No. 13-938.

Please advise if any additional information would be helpful.

Very truly yours,

  
M. Gregory Embrey

MGE/kah  
Enclosures

I:\1535\003\Corr\DWR L01.wpd



State of Idaho

**DEPARTMENT OF WATER RESOURCES**

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

DIRK KEMPTHORNE  
Governor

KARL J. DREHER  
Director

November 7, 2001

M GREGORY EMBREY  
MEULEMAN & MILLER LLP  
PO BOX 955  
BOISE ID 83701

RE: Change of Ownership for Water Right 13-938

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water right as directed by you. The above referenced water right has been split into two new water rights. The new numbers are 13-7602 in the name of William H. Carter and 13-7603 in the name of John T. Cardis. The department has modified its records to reflect the changes in ownership and has enclosed a computer-generated report of water right 13-7603 for your records. Also enclosed are receipts totaling \$100.00 for the filing fee.

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

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

Sincerely,

Jeff Peppersack, Manager  
Water Right Permits Section

JP:klt

Enclosure