

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAY 31 2022

DEPARTMENT OF
WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions. DE

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
65-9042	Yes ☒	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: James A. Warner
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Cushing Family Trust, Cleve & Murrelle Cushing Trustees
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or

4680 N Legacy Woods Place
Mailing address
(208) 860-4283
Telephone

Meridian ID 83646
City State Zip
CleveCushing@gmail.com
Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: 4-6-2022
6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
 o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.

7. This form must be signed and submitted with the following **REQUIRED** items:
- ☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
 - ☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
 - ☐ Filing fee (see instructions for further explanation):
 - ☐ \$25 per *undivided* water right.
 - ☐ \$100 per *split* water right.
 - ☐ No fee is required for pending adjudication claims.
 - ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
 - ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: Cleve Trustee 5-31-2022
 Signature of new owner/claimant Title, if applicable Date
Cleve Cushing
 Print name
- Signature: Murrelle Irene Cushing Trustee 5-31-2022
 Signature of new owner/claimant Title, if applicable Date
Murrelle Irene Cushing
 Print name

Received by KU Date 5.31.22 For IDWR Office Use Only: Receipt No. C112907 Receipt Amt. \$25.00

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☒

Name on W-9 _____ Approved by _____ Processed by dj Date 7/12/22



Pioneer Title Co.
GOING BEYOND

775 S. Rivershore Ln., Ste. 120
Eagle, ID 83616

ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

File No. 802818 BR/SP

Instrument # 279120

IDAHO CITY, BOISE COUNTY, IDAHO
04-11-2022 16:11:21 PM No. of Pages: 3
Recorded for: PIONEER TITLE COMPANY OF ADA
MARY T. PRISCO Fee: \$15.00
Ex-Officio Recorder Deputy shirley george
Index to: DEEDS
Electronically Recorded by Simplifile

WARRANTY DEED

For Value Received Kathleen S. Durham, as Trustee of the James A Warner and Joy J Warner
Revocable Living Trust dated February 6, 2015

hereinafter referred to as Grantor, docs hereby grant, bargain, sell, warrant and convey unto

Charles Cleve Cushing and Murvelle Irene Cushing, as Trustees of the Cushing Family Trust dated
September 21, 2016

hereinafter referred to as Grantee, whose current address is 4680 N. Legacy Woods Place Meridian, ID
83646

The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and
Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the
said Grantee(s), the Grantor(s) is/are the owner(s) 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 the Grantee(s); and subject to U.S. Patent reservations, restrictions,
dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies,
and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable,
and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: 4-6-2022

Kathleen S. Durham, Trustee of the James A. Warner and Joy J. Warner Living Trust dated February 6,
2015

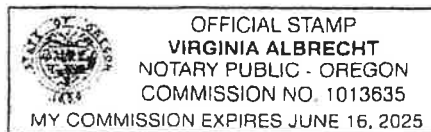
By: Kathleen S. Durham
Kathleen S. Durham, Trustee

State of Oregon, County of Wasco

This record was acknowledged before me on April 4, 2022 by Kathleen S. Durham, as Trustee of
the James A. Warner and Joy J. Warner Living Trust

Virginia Albrecht

Signature of notary public
Commission Expires:





Pioneer Title Co.
GOING BEYOND

775 S. Rivershore Ln., Ste. 120
Eagle, ID 83616

ELECTRONICALLY RECORDED-DO NOT
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PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

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dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies,
and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable,
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Dated: 4-6-2022

Kathleen S. Durham, Trustee of the James A. Warner and Joy J. Warner Living Trust dated February 6,
2015

By: Kathleen S. Durham
Kathleen S. Durham, Trustee

State of Oregon, County of Wasco

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the James A. Warner and Joy J. Warner Living Trust

Virginia Albrecht
Signature of notary public
Commission Expires:

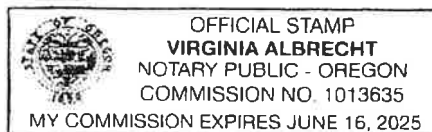


EXHIBIT A

Parcel I:

Commencing at the corner of Sections 14, 15, 22 and 23, T. 9 N., R. 4 E., B.M., thence
N.89°45'W. 3098.04 feet to a point; thence
S.5°30'W. 650.76 feet to a point; thence
S.16°00'E. 89.76 feet to a point; thence
S.41°30'W. 4484.70 feet to a point; thence
S.49°03'03"E. 1282.37 feet to a point; thence
N.36°44'E. 20.00 feet to a point; thence
S.49°03'33"E. 500.00 feet to a point; thence
N.36°44'E. 3367.78 feet to a point; thence
N.54°12'W. 212.52 feet to a point; thence
N.39°40'E. 1088.34 feet to a point; thence
S.36°12'E. 703.56 feet to a point; thence
N.41°21'E. 2306.04 feet to a point; thence
S.58°12'E. 313.50 feet to a point;
thence N.0°41'30"E. 572.00 feet, to the point of beginning.

Except therefrom:

A parcel of land located in be Southeast ¼ of Section 15 and the Northeast ¼, of Section 22 Township 9 North, Range 4 East, Boise Meridian, Boise County, Idaho. Being further described as follows:

BASIS OF BEARINGS:

The North line of the Northeast ¼ of Section 22, Township 9 North, Range 4 East, Boise Meridian, derived from found monuments and taken as South 89°23'43" West a distance of 2671.38 feet.

BEGINNING at a point on the East line of the Northeast ¼ of Section 22, Township 9 North, Range 4 East, Boise Meridian from which the Northeast Section corner of said Section 22 bears North 00°11'41" West a distance of 155.46 feet;

thence along said East line South 00°11'41" East a distance of 429.69 feet;

thence leaving said East line North 58°01'20" West a distance of 317.82 feet;

thence South 41°25'36" West a distance of 21.09 feet;

thence North 68°06'22" West a distance of 82.30 feet;

thence North 88°04'21" West a distance of 53.05 feet;

thence South 34°49'39" West a distance of 32.73 feet;

thence North 77°29'21" West a distance of 264.43 feet;

thence North 53°19'18" West a distance of 296.91 feet;

thence North 00°10'19" West a distance of 236.92 feet;

thence North 21°33'47" East a distance of 154.78 feet;

thence South 68°26'13" East a distance of 935.75 feet to the POINT OF BEGINNING.

Also Except therefrom:

Located in the East ½ of the Northwest ¼ of Section 22, Township 9 North, Range 4 East of the Boise Meridian, City of Garden Valley, Boise County, Idaho described as:

Commencing at the Northwest corner of Section 22, Township 9 North, Range 4 East of the Boise Meridian, City of Garden Valley, Boise County, Idaho and running thence N89°24'50"E 1303.04 feet along the North line of said Section; thence S00°14'30"E 1175.48 feet along the East line of the Northwest ¼ of the Northwest ¼ of said Section to a point on the North right-of-way of the Banks-Lowman highway (said point also being a point on a curve); thence Southeasterly 65.10 feet along said curve to the left (Curve data: Radius= 11399.16', Delta= 00°19'40", Chord Bearing and Distance= S50°24'15" E 65.10 feet) to the Point of Beginning; thence N00°14'30"W 374.80 feet; thence S51°11'41"E 641.06 feet; thence S38°48'18"W 288.32 feet to a point on said North right-of-way (said point being a point on a curve); thence Northwesterly 404.99 feet along said curve to the right (Curve data: Radius=11399.16', Delta= 2°02'08", Chord Bearing and Distance= N51°35'07"W 404.97 feet) to the point of beginning.

And also excluding that portion of the forgoing property that is within the Banks Lowman Highway right-of-way.

Parcel II:

A parcel of land being a portion of the SW 1/4 of the SE 1/4 of Section 15, T.9N., R.4E., B.M., Boise County, Idaho and more particularly described as follows:

Beginning at an iron pipe with plug marking the SW corner of said SE $\frac{1}{4}$ of Section 15, also said iron pipe being the REAL POINT OF BEGINNING; thence along the Southerly boundary of said SE $\frac{1}{4}$ of Section 15 North $89^{\circ}23'43''$ East 1051.78 feet to an iron pin at the intersection of a fence; thence along said fence line North $77^{\circ}57'11''$ West 1076.03 feet to an iron pin on the Westerly boundary of said SE $\frac{1}{4}$ of Section 15; thence along said Westerly boundary of the SE $\frac{1}{4}$ of Section 15 South $00^{\circ}08'59''$ East 235.69 feet to the point of beginning.

Pioneer1031Co.

TAX-DEFERRED EXCHANGES

ASSIGNMENT AGREEMENT

FOR REPLACEMENT PROPERTY

17701-ID-2

THIS ASSIGNMENT is made and entered into on March 29, 2022 by and between, Cushing Family Living Trust dated September 21, 2016 (hereinafter referred to as "Assignor") PIONEER 1031 COMPANY (hereinafter "Assignee") and The James A Warner and Joy J Warner Revocable Living Trust dated February 6, 2015 and Joy J Warner (hereinafter "Consenting Party").

RECITALS:

WHEREAS, Assignor and Consenting Party have entered into that certain Sale Contract/Purchase Agreement dated March 4, 2022 (hereinafter "Purchase Agreement"), wherein Consenting Party agreed to transfer that certain real property described as:

See Exhibit A attached hereto and made a part hereof.

and commonly known as 961 Banks Lowman Road Garden Valley, ID 83622 (hereinafter "Replacement Property") to Assignor; and

WHEREAS, Assignor desires to effect a tax-deferred exchange in accordance with Section 1031 of the Internal Revenue Code, and the Treasury regulations promulgated thereunder; and

WHEREAS, Assignor wishes to be relieved of the obligations to so acquire the Replacement Property under the Purchase Agreement and substitute Assignee in place of Assignor under the Purchase Agreement to allow Assignee to complete the transfer of the Replacement Property as part of an integrated, interdependent transaction between Assignor and Assignee.

NOW, THEREFORE, the parties mutually agree as follows:

1. Assignor hereby assigns to Assignee all of their rights, title and interest in the Purchase Agreement and Consenting Party does hereby consent to such Assignment, acknowledging, however that such consent does not relieve Assignor from any and all of the obligations under the Purchase Agreement. Assignee hereby assumes all of such rights, title and interest in, and the obligations under, the Purchase Agreement. The Purchase Agreement is hereby assigned in accordance with the terms hereof.

2. Assignee's obligation to close escrow and assume the obligations of Assignor under the Purchase Agreement is conditioned upon the satisfaction of the following conditions, prior to close of escrow for the transfer of the Replacement Property to Assignee:

A. Review and approval by Assignee of the Buyer's Escrow Instructions and any other documents related to the transaction.

B. The execution of all escrow closing documents by the Assignor and Consenting Party prior to the conveyance of the Replacement Property pursuant to the provisions of an Exchange Agreement between Assignee and Assignor.

3. Notwithstanding the foregoing, in the event the escrow for the transfer of the Replacement Property to Assignee from Consenting Party does not close on or before the date set for close of escrow in the Purchase Agreement, unless such date is extended by written agreement of the parties hereto, this Assignment Agreement shall be null and void and the Purchase Agreement shall be reinstated in full force and effect between Assignor and Consenting Party without any further obligation or liability on the part of Assignee.

4. This Agreement may be executed in counterparts and shall be of the same force and effect as if one document had been signed by all parties.

IN WITNESS WHEREOF, the parties hereto have set their hands.

ASSIGNEE:

PIONEER 1031 COMPANY, AN IDAHO CORPORATION

Bobbie Crooks

Bobbie Crooks, Accommodator and Assistant Secretary

March 29, 2022

Date

ASSIGNORS:

Cushing Family Living Trust dated September 21, 2016

By: *Charles Cleve Cushing* Date: 4-8-2022
Charles Cleve Cushing, Trustee

By: *Murvelle Irene Cushing* Date: 4-8-2022
Murvelle Irene Cushing, Trustee

CONSENTING PARTIES:

The James A Warner and Joy J Warner Revocable Living Trust dated February 6, 2015

By: _____ Date: _____
Joy J Warner, Trustee

Joy J Warner , Date: _____

Please verify your address below in order to receive
your FORM 1099-INT, Interest Income Statement
from the bank in January of next year.

(The interest accrued on your exchange funds account will be
paid to you at the end of your exchange.)

Name Cushing Family Living Trust dated September 21, 2016

Address: 4680 N Legacy Woods Place Meridian, ID 83646

Phone: _____

If the above address is incorrect, please indicate the correct address below.

New Address _____ Phone _____

Customer's Signature



**Please notify us of any change of address through January
of next year in order to receive your 1099-INT.**

DISCLAIMER

17701-ID-2

It is the intention of the undersigned to accomplish a tax-deferred exchange within the guidelines of Section 1031 of the Internal Revenue Code. The undersigned further acknowledge that they have been instructed by Pioneer 1031 Company to seek independent advice and counsel from their own attorney or certified public accountant with respect to the income tax and legal ramifications of this transaction. **Pioneer 1031 Company cannot provide such advice or counsel.**

The undersigned parties hold Pioneer 1031 Company and its employees harmless in regard to any claim whatsoever which may be asserted by any person, firm, corporation, governmental agency or taxing authority, which may arise from these transactions.

The undersigned acknowledge and confirm that they have read the foregoing **disclaimer** and instruct Pioneer 1031 Company to act solely as accommodator on their behalf.

Cushing Family Living Trust dated September 21, 2016

By:  Date: 4-8-2022
Charles Cleve Cushing, Trustee

By:  Date: 4-8-2022
Murvelle Irene Cushing, Trustee

EXHIBIT A

Parcel I:

Commencing at the corner of Sections 14, 15, 22 and 23, T. 9 N., R. 4 E., B.M., thence N.89°45'W. 3098.04 feet to a point; thence S.5°30'W. 650.76 feet to a point; thence S.16°00'E. 89.76 feet to a point; thence S.41°30'W. 4484.70 feet to a point; thence S.49°03'03"E. 1282.37 feet to a point; thence N.36°44'E. 20.00 feet to a point; thence S.49°03'33"E. 500.00 feet to a point; thence N.36°44'E. 3367.78 feet to a point; thence N.54°12'W. 212.52 feet to a point; thence N.39°40'E. 1088.34 feet to a point; thence S.36°12'E. 703.56 feet to a point; thence N.41°21'E. 2306.04 feet to a point; thence S.58°12'E. 313.50 feet to a point; thence N.0°41'30"E. 572.00 feet, to the point of beginning.

Except therefrom:

A parcel of land being a portion of the NE ¼ of Section 22, T.9N., R.4E., B.M., Boise County, Idaho and more particularly described as follows:

Beginning at an iron pipe with plug marking the NW corner of said NE ¼ of Section 22, thence along the Northerly boundary of said NE ¼ of Section 22 North 89°23'43" East 1051.78 feet to an iron pin at the intersection of a fence, said iron pin being the REAL POINT OF BEGINNING; thence continuing along said Northerly boundary of said NE ¼ of Section 22 North 89°23'43" East 1619.60 feet to an aluminum cap marking the NE corner of said Section 22; thence along the Easterly boundary of said NE ¼ of Section 22 South 00°11'44" East 585.15 feet to an iron pin, thence North 58°01'20" West 4.48 feet to a stone; thence continuing North 58°01'20" West 313.34 feet (formerly S.58°12'E. 313.50') to a stone; thence South 41°25'36" West 21.09 feet (formerly N. 41°21'E) to an iron pin at the intersection of a fence; thence along said fence the following courses and distances to iron pins: North 68°06'22" West 82.30 feet; thence North 88°04'21" West 53.05 feet; thence South 34°49'39" West 32.73 feet; thence North 77°29'21" West 264.43 feet; thence North 53°19'18" West 390.14 feet; thence North 79°03'32" West 630.30 feet to the point of beginning.

Also Except therefrom:

A parcel of land located in be Southeast ¼ of Section 15 and the Northeast ¼, of Section 22 Township 9 North, Range 4 East, Boise Meridian, Boise County, Idaho. Being further described as follows:

BASIS OF BEARINGS:

The North line of the Northeast ¼ of Section 22, Township 9 North, Range 4 East, Boise Meridian, derived from found monuments and taken as South 89°23'43" West a distance of 2671.38 feet.

BEGINNING at a point on the East line of the Northeast ¼ of Section 22, Township 9 North, Range 4 East, Boise Meridian from which the Northeast Section corner of said Section 22 bears North 00°11'41" West a distance of 155.46 feet;

thence along said East line South 00°11'41" East a distance of 429.69 feet;

thence leaving said East line North 58°01'20" West a distance of 317.82 feet;

thence South 41°25'36" West a distance of 21.09 feet;

thence North 68°06'22" West a distance of 82.30 feet;

thence North 88°04'21" West a distance of 53.05 feet;

thence South 34°49'39" West a distance of 32.73 feet;

thence North 77°29'21" West a distance of 264.43 feet;

thence North 53°19'18" West a distance of 296.91 feet;

thence North 00°10'19" West a distance of 236.92 feet;

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

thence North $21^{\circ}33'47''$ East a distance of 154.78 feet;
thence South $68^{\circ}26'13''$ East a distance of 935.75 feet to the POINT OF BEGINNING.

Also Except therefrom:

Located in the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 22, Township 9 North, Range 4 East of the Boise Meridian, City of Garden Valley, Boise County, Idaho described as:
Commencing at the Northwest corner of Section 22, Township 9 North, Range 4 East of the Boise Meridian, City of Garden Valley, Boise County, Idaho and running thence $N89^{\circ}24'50''E$ 1303.04 feet along the North line of said Section; thence $S00^{\circ}14'30''E$ 1175.48 feet along the East line of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section to a point on the North right-of-way of the Banks-Lowman highway (said point also being a point on a curve); thence Southeasterly 65.10 feet along said curve to the left (Curve data: Radius=11399.16', Delta= $00^{\circ}19'40''$, Chord Bearing and Distance= $S50^{\circ}24'15''E$ 65.10 feet) to the Point of Beginning; thence $N00^{\circ}14'30''W$ 374.80 feet; thence $S51^{\circ}11'41''E$ 641.06 feet; thence $S38^{\circ}48'18''W$ 288.32 feet to a point on said North right-of-way (said point being a point on a curve); thence Northwesterly 404.99 feet along said curve to the right (Curve data: Radius=11399.16', Delta= $2^{\circ}02'08''$, Chord Bearing and Distance= $N51^{\circ}35'07''W$ 404.97 feet) to the point of beginning.

Also Except therefrom:

Parcel No. 1:

A parcel of land being a portion of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 22, Township 9 North, Range 4 East, Boise Meridian, Boise County, Idaho, being more particularly described as follows:
Commencing at the section corner common to Sections 21, 22, 27 and 28, T.9N., R.4E., being an existing brass cap monument CP&F #86068 and 161973; Thence $S.88^{\circ}08'19''E.$ on the section line between Sections 22 and 27 a distance of 117.08 feet to a 5/8-inch rebar and the TRUE POINT OF BEGINNING; Thence continuing on said section line $S.88^{\circ}08'19''E.$ a distance of 400.00 feet to a 5/8-inch rebar; Thence $N.38^{\circ}35'18''E.$ a distance of 20.00 feet to a 5/8-inch rebar;
Thence $N.48^{\circ}20'57''W.$ a distance of 500.00 feet to a 5/8-inch rebar;
Thence $S.38^{\circ}35'18''W.$ a distance of 20.00 feet to a 5/8-inch rebar;
Thence $N.48^{\circ}20'57''W.$ a distance of 21.61 feet to a 5/8-inch rebar;
Thence $S.1^{\circ}43'22''W.$ a distance of 333.81 feet to the POINT OF BEGINNING.

Parcel No. 2:

A parcel of land being a portion of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 22, Township 9 North, Range 4 East, Boise Meridian, Boise County, Idaho, being more particularly described as follows:
Commencing at the section corner common to Sections 21, 22, 27 and 28, T.9N., R.4E., being an existing brass cap monument CP&F #86068 and 161973 the REAL POINT OF BEGINNING;
Thence $S.88^{\circ}08'19''E.$ on the section line between Sections 22 and 27 a distance of 117.08 feet to a 5/8-inch rebar;
Thence $N.1^{\circ}43'22''E.$ along the Westerly line of that property shown in Survey Instrument No. 223560, a distance of 333.81 feet to a 5/8-inch rebar;
Thence $N. 48^{\circ}20'57''W.$ along the continuation of the most Southwesterly of the Northeasterly lines shown on said Survey Instrument No. 223560, a distance of 152.68 feet to a point on the Westerly line of said Section 22;
Thence $S.1^{\circ}43'22'' W.,$ along said Westerly line a distance of 431.52 feet to the REAL POINT OF BEGINNING.

And also excluding that portion of the forgoing property that is within the Banks Lowman Highway right-of-way.

Parcel II:

A parcel of land being a portion of the SW 1/4 of the SE 1/4 of Section 15, T.9N., R.4E., B.M., Boise County, Idaho and more particularly described as follows:

Beginning at an iron pipe with plug marking the SW corner of said SE 1/4 of Section 15, also said iron pipe being the REAL POINT OF BEGINNING; thence along the Southerly boundary of said SE 1/4 of Section 15 North 89°23'43" East 1051.78 feet to an iron pin at the intersection of a fence; thence along said fence line North 77°57'11" West 1076.03 feet to an iron pin on the Westerly boundary of said SE 1/4 of Section 15; thence along said Westerly boundary of the SE 1/4 of Section 15 South 00°08'59" East 235.69 feet to the point of beginning.

IDAHO DEPARTMENT OF WATER RESOURCES

WATER RIGHT REPORT

3/30/2022

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 65-9042

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	JAMES A WARNER 961 BANKS LOWMAN RD GARDEN VALLEY, ID 83622 2084623223
Original Owner	BEN C WARNER GARDEN VALLEY, ID 83622

Priority Date: 07/01/1874

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
ANDERSON CREEK	MIDDLE FORK PAYETTE RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	11/01	3.6 CFS	
STOCKWATER	01/01	12/31	0.06 CFS	3 AFA
Total Diversion			3.6 CFS	

Location of Point(s) of Diversion:

ANDERSON CREEK | SENE | Sec. 23 | Township 09N | Range 04E | BOISE County

Place(s) of use:

Place of Use Legal Description: IRRIGATION BOISE County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
09N	04E	21		NESE	7		SESE	9						
		22		SWNE	4									
				NENW	4		SWNW	10		SENW	33			
				NESW	20		NWSW	37		SWSW	27			

Total Acres: 151

Conditions of Approval:

1. N05 THE QUANTITY OF WATER UNDER THIS RIGHT AND WATER RIGHT 65-23764 FOR STOCKWATER USE SHALL NOT EXCEED 13,000 GALLONS PER DAY.
2. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
3. N08 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT FOR STOCKWATER USE IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
4. The actual diversion rate for stockwater use is 0.057 cfs.

Dates:

Licensed Date:

Decreed Date: 11/03/2000

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number: 65

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

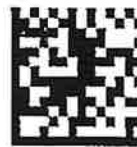
DLE Act Number:

Cary Act Number:

Mitigation Plan: False



PioneerTitleCo.
GOING BEYOND



415567-1110-
0

File No. 802818

CERTIFICATION OF TRUST

The undersigned certifies to Pioneer Title Company of Ada County that the undersigned are currently serving as Trustees of the Cushing Family Trust dated September 21, 2016 and there have been no amendments or revocations to said Trust Agreement and all terms and conditions identified with the trust are still accurate and true to its content.

Dated: April 6, 2022

The Cushing Family Trust dated September 21, 2016

Charles Cleve Cushing, Trustee

Murvelle Irene Cushing, Trustee



PioneerTitleCo.
GOING BEYOND

ESCROW INSTRUCTIONS (Purchase)

File No.: 802818
Seller: Kathleen S. Durham, Trustee of the James A. Warner and Joy J. Warner Living Trust dated February 6, 2015
Buyer: Charles Cleve Cushing and Murvelle Irene Cushing, as Trustees of the Cushing Family Trust dated September 21, 2016
Lender: CASH
Property: 961 Banks Lowman Road, Garden Valley, ID 83622
Date: April 6, 2022
To: Pioneer Title Company of Ada County (hereinafter referred to as "Pioneer Title")

Upon receipt of collected funds sufficient to close this transaction, Pioneer Title is authorized to close the above escrow and record the documents delivered to it, as well as to disburse those funds as set forth in the closing statement executed and hereby approved by the Buyer and Seller, under the following conditions.

1. **TITLE INSURANCE:** Buyer and Seller instruct Pioneer Title to close this transaction upon notification that a(n) Standard Owner's Policy in the amount of \$2,204,000.00 insuring Buyer, can be issued subject to customary title exceptions, restrictive covenants, easements, and title exceptions 1-22 as set forth in Title Commitment No. 802818 of which Buyer and Seller have read and hereby approve.

2. **PRORATIONS:** All prorations between Buyer and Seller shall be as of the date set forth in the closing statement. All prorations shall be based upon a 365-day year, unless the parties otherwise notify Pioneer Title of a different applicable amortization period. Calculated prorations shall be based upon the most recently available property tax, rental, and insurance information received from Seller or the deed of trust beneficiary or mortgagee. All water, utility, and other prorations not specifically set forth in the closing statement shall be prorated directly between Buyer and Seller outside of this closing. Additional recording fees and additional interest due different from that set forth in the closing statement may be deducted from the appropriate party's funds, notwithstanding the amounts set forth in that closing.

3. **FIRE INSURANCE:** Pioneer Title shall have no obligation to cancel, transfer, or purchase fire or other insurance for the Buyer and Seller. All insurance needs of the parties shall be handled directly by the parties, outside of escrow.

4. **UTILITIES:** It is the responsibility of both buyer and seller to transfer the utilities at the time of closing.

5. **ADDITIONAL MONIES:** Pioneer Title is authorized to deduct from seller's proceeds any additional monies due on loan payoffs or other demands as necessary to effectuate title as described above, and seller agrees to reimburse Pioneer Title for any charges incurred by Pioneer Title in connection with obtaining said payoffs or demands. The parties understand that there may be adjustments on interest or unusual recording fees after the signing of these instructions. Pioneer Title is further authorized to deduct same from seller's proceeds and/or deduct from buyer's funds any payments made by Pioneer Title for said recording fees.

6. **PURCHASE AND SALE AGREEMENT:** Pioneer Title is bound solely by the provisions set forth in these escrow closing instructions and the parties hereto understand that Pioneer Title are not a party to any Receipt for Earnest Money and Purchase and Sale Agreement, executed by the parties herein, and that said Receipt for Earnest Money and Purchase and Sale Agreement (and Amendments thereto, if any) is/are not a part of these escrow closing instructions. Pioneer Title is to be concerned only in the performance of Pioneer Title's duties in compliance with these escrow closing instructions. Pioneer Title is to assume no liability for the sufficiency or enforceability of any provisions in said Purchase and Sale Agreement. The undersigned hereby affirm that all of the terms and conditions contained in the Purchase and Sale Agreement have been met or waived to the complete satisfaction of the parties.

7. **DISPUTES WITH PIONEER TITLE:** Pioneer Title and every other party executing this Agreement agree that all disputes, claims, and controversies involving Pioneer Title in any way, whether individual, joint, or class in nature, arising out of this agreement or otherwise, including without limitation contract and tort disputes, in which the amount in controversy is \$50,000.00 or less shall be arbitrated pursuant to the Uniform Arbitration Act, upon written request of Pioneer Title. The parties shall mutually agree upon the arbitrator who shall be a licensed attorney or retired judge. Each of the parties to the dispute shall pay a pro-rata share of the arbitrator's fee. If the parties to the dispute cannot agree upon the arbitrator, then the arbitrator shall be selected by the court of general jurisdiction in the judicial district in which the principal office of Pioneer Title is situated upon motion or petition of Pioneer Title. The award rendered by the arbitrator shall be final and non-appealable, except that judgment may be entered in any court having jurisdiction thereof enforcing the terms of the arbitrator's award. Under no circumstances shall an arbitrator award punitive or exemplary damages to any of the parties to the arbitration.

8. **DISPUTES WITH OTHERS:** If a dispute arises between the Buyer and Seller or with any third party, Pioneer Title shall have the option to await settlement of such controversy between the parties and submission of joint written instructions by them, or to institute an interpleader action or otherwise await the entry of a court order judgment determining the parties' rights in such dispute. In the event that

you should become a party to any such legal proceedings, we jointly and severally agree to pay and to hold you as escrow holder harmless from and against any and all costs, charges, damages, attorney's fees or other expense which you in good faith may incur.

9. **DISBURSEMENTS:** Buyer and Seller agree to pay and reimburse Pioneer Title, upon demand, any sums paid or otherwise disbursed by it in reliance upon any check, draft, or other items if they are returned or otherwise fail to result in the immediate, unconditional deposit or credit of cash funds at closing. If Buyer or Seller, or their third party lender fails to present for payment any check or instrument issued by Pioneer Title Company at the request and instruction of Buyer or Seller, within ninety (90) days from the date such check was issued, then Buyer and Seller authorizes Pioneer Title Company to deduct the sum of five dollars (\$5.00) per month from such funds until the check is presented for payment. If Pioneer Title reissues any stale check, the fee charged to Pioneer Title by its bank for reissuing a check shall be deducted from the funds otherwise due and payable to Buyer and Seller.

10. **AMENDMENTS:** These instructions may only be amended in writing signed by the parties to this escrow or as set forth in any written supplemental escrow instruction. Pioneer Title may return the instruments and funds delivered pursuant to these instructions if this transaction fails to close within fifteen (15) working days from the above date; however if Pioneer Title elects not to return the instruments and funds, then this transaction may proceed to close, unless Pioneer Title is otherwise notified by the parties to this escrow.

11. **COPIES:** Buyer and Seller authorize Pioneer Title to deliver a copy of these instructions and related documentation to Buyer's or Seller's real estate broker, salesperson, mortgagee, mortgage broker, deed of trust beneficiary, attorney or other agent upon request.

12. **TRUSTEE'S RECONVEYANCE FEE:** Some deeds of trust provide that no reconveyance charge shall be charged to the party legally entitled to the reconveyance while other deed of trust forms limit the dollar amount of a reconveyance fee. The undersigned nevertheless request that Pioneer Title pay the trustee's customary reconveyance fee notwithstanding any contrary agreement, restriction or limitation set forth in any deed of trust wherein a reconveyance is requested in this transaction. The undersigned knowingly and intentionally waive any restriction or limitation on the collection of a reconveyance fee set forth in the closing statement executed and hereby approved by the undersigned.

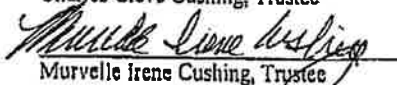
THE UNDERSIGNED ARE HEREBY NOTIFIED THAT THEY HAVE THE RIGHT TO HAVE THE DOCUMENTATION USED IN THE CLOSING AND THESE ESCROW INSTRUCTIONS REVIEWED BY AN ATTORNEY OF THE UNDERSIGNED'S CHOICE, AT THEIR EXPENSE, PRIOR TO CLOSING. ANY QUESTIONS THEY MAY HAVE WITH REGARD TO THE DOCUMENTATION SHOULD BE ADDRESSED TO ANY ATTORNEY. PIONEER TITLE CANNOT ANSWER LEGAL QUESTIONS FOR THE PARTIES.

Contact information will not be shared with any third party or entity(ies), except irrigation and HOA companies associated with property. Pioneer Title will never sell or distribute as part of our customer privacy policy, personal or public information about any client.

Buyer:



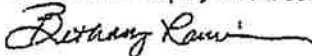
Charles Cleve Cushing, Trustee


Murville Irene Cushing, Trustee

Buyer Email Address _____

Buyer Phone: _____

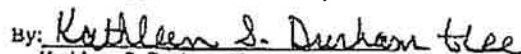
Pioneer Title Company of Ada County



Bethany Rankin, Escrow Officer

Seller:

Kathleen S. Durham, Trustee of the James A. Warner and Joy J. Warner Living Trust dated February 6, 2015

by: 
Kathleen S. Durham, Trustee

~~KATHLEEN S. DURHAM~~
Seller Email Address kathvcdurham@gmail.com
Seller Phone: 541-993-0391



File No. 802818

TAX NOTICE

The estimated tax values for 2022 ESTIMATED TAXES BASED ON 2021 ACTUAL TAXES FOR 2 PARCELS in the amount of \$3,375.42, as shown in the accompanying closing statement, are based on the most current information available from the Boise County Assessor/Treasurer's Office at this time. Any discrepancy with the taxes will be the responsibility of the seller/buyer.

Buyer is aware and hereby acknowledges that the Seller has not filed for and received exemptions for Agriculture and/or Forest Lands and/or Homeowners. The Buyer also acknowledges that it is his/her/their responsibility to inquire at the County Assessor's Office as to any change this sale will make in terms of assessments to be assessed for prior years due to change of ownership. In the event this property is taxed under the Bare Land and Yield Tax Option, and this designation is subsequently changed to a Productivity Option, any resulting tax and penalty shall be the sole responsibility of the Seller therein.

The buyer and seller herein affirm and agree that its employees, agents, or assigns have not made any warranties as to the accuracy of the figures. Further, the buyer and seller agree that if the actual tax amount (as shown in the tax statement forwarded by the Treasurer's Office during the year of the sale) differs from the amount shown above, the following will occur:

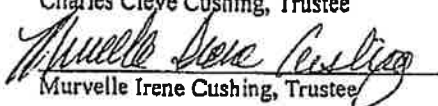
1. If the buyer has received excess credit based on the estimated tax, the buyer agrees to reimburse the seller for such excess; or
2. If the seller has received excess credit based on the estimated tax, the seller agrees to reimburse the buyer for such excess.
3. Reimbursement, if applicable, shall be made by the respective party within three months of receipt of the actual tax notice: any such reimbursement shall be handled by and between the undersigned and not as part of any escrow services provided by Pioneer Title Company.

It shall be the buyer's responsibility to contact the County Treasurer's Office by December 1st if the tax statement has not been received. It shall be the seller's responsibility to forward any tax statements received by them to the buyer at the property address.

Please be aware that any non-payment of taxes due to lack of notice will not eliminate any penalty and/or interest being assessed.

April 6, 2022

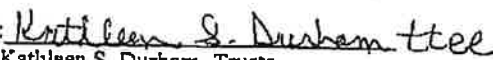
Buyer:


Charles Cleve Cushing, Trustee
Murvelle Irene Cushing, Trustee

Seller:

Kathleen S. Durham, Trustee of the James A. Warner and
Joy J. Warner Living Trust dated February 6, 2015

By:


Kathleen S. Durham, Trustee



File No. 802818

PRIVACY POLICY NOTICE

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Pioneer Title Company of Ada County.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files or from our affiliates.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

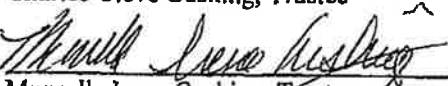
We may disclose any of the above information that we collect about our customers or former customers to our affiliates as permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW, EXCEPT IRRIGATION AND HOA COMPANIES ASSOCIATED WITH YOUR PROPERTY.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

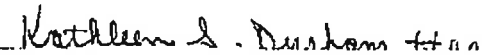
April 6, 2022

Buyer:


Charles Cleve Cushing, Trustee

Murvelle Irene Cushing, Trustee

Seller:

Kathleen S. Durham, Trustee of the James A. Warner
and Joy J. Warner Living Trust dated February 6,
2015

By:  Kathleen S. Durham et al



Pioneer Title Co.
GOING BEYOND

File No. 802818

**ACKNOWLEDGMENT AND APPROVAL OF PLAT
AND/OR RESTRICTIVE COVENANTS**

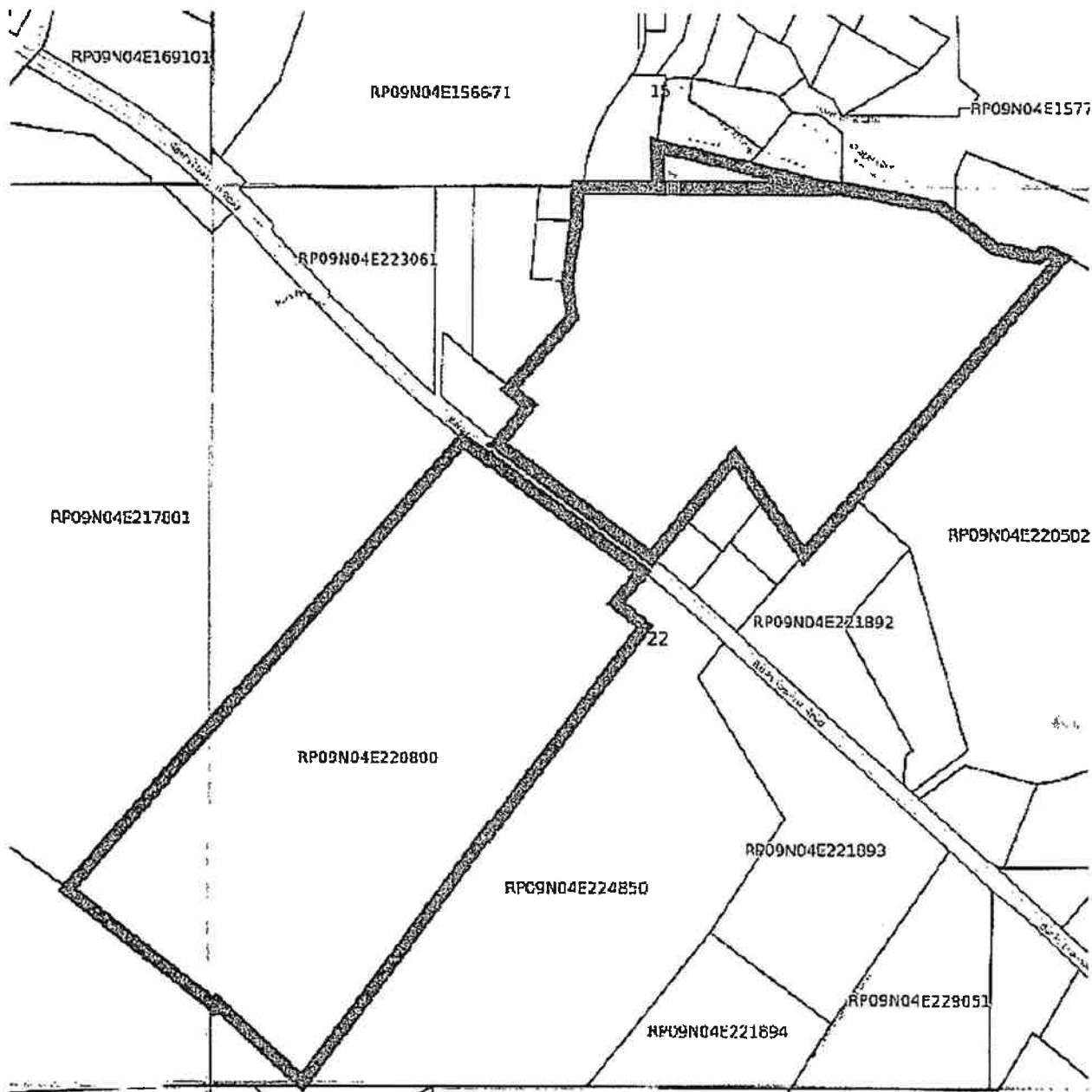
With reference to the real estate transaction closing under the above-identified file number, the undersigned acknowledges receipt from Pioneer Title Company of Ada County of a copy of the plat of the property that is the subject of said escrow, as well as a copy of the restrictive covenants that affect the property (if any are applicable). The undersigned has reviewed the same and understands how any matters or information contained therein relate to the transaction now contemplated in escrow.

Pioneer Title Company of Ada County may have furnished you with a map obtained from public records. This map is for location information only and is not a part of the commitment or policy. The parties to the escrow agree that the map may not depict the actual boundaries or dimensions of the land to be insured. The parties to this escrow hereby release Pioneer Title Company of Ada County and its underwriter, Old Republic National Title Insurance Company from any and all liability as a result of any inaccuracy in the map. Furthermore, the parties to this escrow understand that only a survey can determine the actual boundaries and dimensions of the land to be insured. If the parties elect to order a survey it will be at their expense and is outside the requirements of this escrow.

Date: _____

Charles Cleve Cushing, Trustee

Murvelle Irene Cushing, Trustee





PioneerTitleCo.
GOING BEYOND

File No. 802818

HOMEOWNERS EXEMPTION DISCLAIMER

The undersigned hereby acknowledge and agree that they have read and understand the following information regarding the HOMEOWNERS EXEMPTION:

As a property owner, you may be eligible for a "Homeowners Exemption", which could significantly reduce the amount of property taxes you are required to pay.

This eligibility is NOT automatic, however, and in order to apply for it you must go to the County Assessor's Office in the county that your property is located in.

In order to qualify for this exemption, you must OWN and OCCUPY the property.

Application for a newly constructed home should be made as soon as possible after occupancy.

I further understand and agree that Pioneer Title Company of Ada County is unable to provide applications, as only the County Assessor makes them available.

Dated: April 6, 2022

Charles Cleve Cushing, Trustee

Murvelle Irene Cushing, Trustee



IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098

Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

July 14, 2022

CUSHING FAMILY TRUST
4680 N LEGACY WOODS PL
MERIDIAN ID 83646-4449

Re: Change in Ownership for Water Right No: 65-9042

Dear Water Right Holder:

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 287-4920 or debbi.judd@idwr.idaho.gov.

Sincerely,

Debbi Judd
Technical Records Specialist

Enclosures

c. Water District 65 – *via email*