

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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JUL 31 2020

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 #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
15-7025	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
15-4008	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
15-47	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
15-4005	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
15-48	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>

2. Previous Owner's Name: Douglas R. Adams Family Living Trust
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Astle Family Trust - William Benson & Peggy Astle Trustees
New owner(s) as listed on the conveyance document
- Name connector ☒ and ☐ or ☐ and/or
- Mailing address: 2880 W 4600 N City: Brigham City State: Ut ZIP: 84302
- Telephone: (435) 279-7497 or (435) 740-4044 Email: bpastle@gmail.com

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: 15 JUNE 2020
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
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):
- o \$25 per *undivided* water right.
 - o \$100 per *split* water right.
 - o 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.

SUPPORT DATA

IN FILE #

15-47

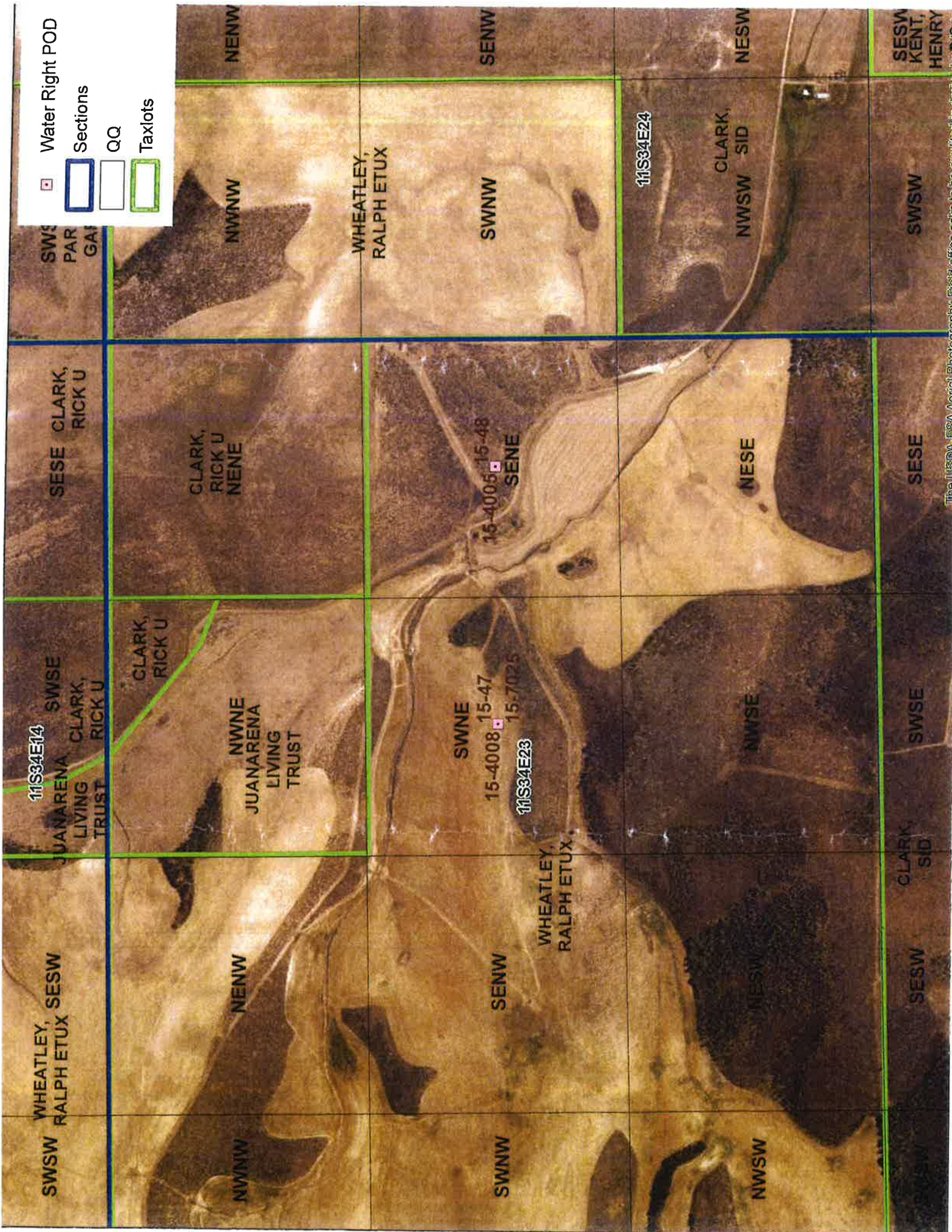
8. Signature: William Benson Astle Title, if applicable _____ Date: 24 July 2020
Signature of new owner/claimant
- Signature: Peggy D. Astle Title, if applicable _____ Date: 7/24/2020
Signature of new owner/claimant

For IDWR Office Use Only:

Received by KL Date 7-31-2020 Receipt No. C109088 Receipt Amt. \$ 125.00

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing

Name on W-9 _____ Approved by [Signature] W-9 received? Yes ☒ No ☐ Date 8/25/2020



NTO-103219
William (Benson) Astle, Trustee
2880 W 4600 N
Brigham City, UT 84302

WARRANTY DEED

Douglas R. Adams and Barbara Adams, Trustees, of the Douglas R. Adams Family Living Trust, and all successor trustees, dated December 14, 2001

Grantor(s) of Brigham City, County of Box Elder, State of Utah, hereby **CONVEY AND WARRANT** to

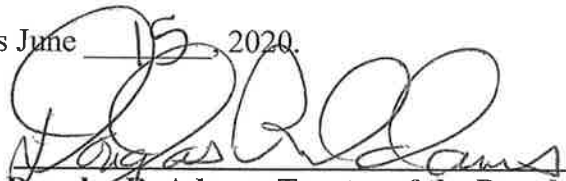
William (Benson) Astle and Peggy D. Astle, Trustees of the Astle Family Trust, dated April 18, 2018

Grantee(s) of Brigham City, County of Box Elder, State of Utah, for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Oneida County, State of ID:

See Attached Exhibit A

Subject to easements, declarations of covenants and restrictions, rights of way of record, and taxes for the current year and thereafter.

Witness, the hand(s) of said Grantor(s), this June 15, 2020.



Douglas R. Adams, Trustee of the Douglas R. Adams

Family Living Trust, and all successor trustees, dated December 14, 2001



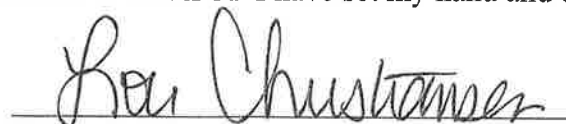
Barbara Adams, Trustee, of the Douglas R. Adams

Family Living Trust, and all successor trustees, dated December 14, 2001

State of: ID)

County of: Oneida)

On June 15, 2020, before me the undersigned, a Notary Public in and for said state, personally appeared **Douglas R. Adams and Barbara Adams**, known to me to be the **Trustees, of the Douglas R. Adams Family Living Trust, and all successor trustees, dated December 14, 2001**, and the persons whose names are subscribed to the within instrument and duly acknowledged to me that they executed the same as such Trustee. IN WITNESS WHEREOF I have set my hand and official seal on the date shown above.



Notary Public

Residing: Malad City

Commission Expiration: 11/22/2024

NTO-103219
 William (Benson) Astle, Trustee
 2880 W 4600 N
 Brigham City, UT 84302

Microfilm No. 159563
 15 Day Jun 20 20
 At 03 55 O'clock PM
 Notary Public
 Oneida Co. Recorder
 Fee \$ 15.00 Deputy
 Recorded at Request of
 Northern Title Company- Malad

WARRANTY DEED

Douglas R. Adams and Barbara Adams, Trustees, of the Douglas R. Adams Family Living Trust, and all successor trustees, dated December 14, 2001

Grantor(s) of Brigham City, County of Box Elder, State of Utah, hereby **CONVEY AND WARRANT** to

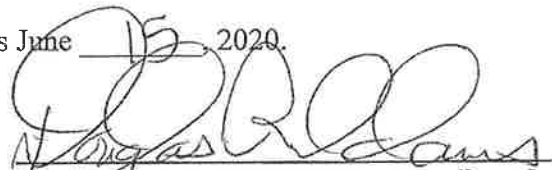
William (Benson) Astle and Peggy D. Astle, Trustees of the Astle Family Trust, dated April 18, 2018

Grantee(s) of Brigham City, County of Box Elder, State of Utah, for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Oneida County, State of ID:

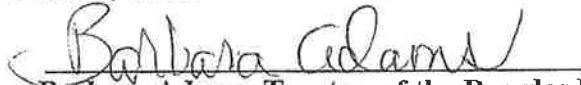
See Attached Exhibit A

Subject to easements, declarations of covenants and restrictions, rights of way of record, and taxes for the current year and thereafter.

Witness, the hand(s) of said Grantor(s), this June 15, 2020.


 Douglas R. Adams, Trustee of the Douglas R. Adams

Family Living Trust, and all successor trustees, dated December 14, 2001


 Barbara Adams, Trustee, of the Douglas R. Adams

Family Living Trust, and all successor trustees, dated December 14, 2001

State of: ID)
 County of: Oneida)

On June 15, 2020, before me the undersigned, a Notary Public in and for said state, personally appeared **Douglas R. Adams and Barbara Adams**, known to me to be the **Trustees, of the Douglas R. Adams Family Living Trust, and all successor trustees, dated December 14, 2001**, and the persons whose names are subscribed to the within instrument and duly acknowledged to me that they executed the same as such Trustee. IN WITNESS WHEREOF I have set my hand and official seal on the date shown above.





 Notary Public
 Residing: Malad City
 Commission Expiration: 11/22/2024

EXHIBIT A

TOWNSHIP 11 SOUTH, RANGE 34, EAST OF THE BOISE MERIDIAN, ONEDA COUNTY, IDAHO

SECTION 14: SOUTH HALF OF THE SOUTHWEST QUARTER

SECTION 15: SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER

SECTION 22: NORTHEAST QUARTER OF THE NORTHEAST QUARTER

SECTION 23: NORTH HALF OF THE NORTHWEST QUARTER;

SOUTH HALF OF THE NORTH HALF;

NORTH HALF OF THE SOUTH HALF

SECTION 24: WEST HALF OF THE NORTHWEST QUARTER

Water Right Information

1 message

Storms, Scott <Scott.Storms@idwr.idaho.gov>
To: "bpastle@gmail.com" <bpastle@gmail.com>

Tue, Jul 21, 2020 at 9:14 AM

Hello Benson,

Here are some links to all the background file information on the rights we discussed as well as links to the water right reports outlining all the basic elements of each water right. The links to the file information will lead to a page with a series of other links, and each of those links will lead to a scanned file of information about the right. Typically the link labeled "Backfile" will contain the most information on the establishment of the right.

Water Right 15-7025

Water Right Report: <https://idwr.idaho.gov/apps/ExtSearch/RightReportAJ.asp?BasinNumber=15&TypewrWaterRight=True&SplitSuffix=&SequenceNumber=7025>

File Information: <https://idwr.idaho.gov/apps/ExtSearch/RelatedDocs.asp?Basin=15&Sequence=7025&SplitSuffix=>

Water Right 15-47

Water Right Report: <https://idwr.idaho.gov/apps/ExtSearch/RelatedDocs.asp?Basin=15&Sequence=7025&SplitSuffix=>

No file information exists for 15-47

Water Right 15-4008

Water Right Report: <https://idwr.idaho.gov/apps/ExtSearch/RightReportAJ.asp?BasinNumber=15&TypewrWaterRight=True&SplitSuffix=&SequenceNumber=4008>

File Information: <https://idwr.idaho.gov/apps/ExtSearch/RelatedDocs.asp?Basin=15&Sequence=4008&SplitSuffix=>

Feel free to call or email me if you have any questions.

Scott

Scott Storms

Senior Water Resource Agent

Idaho Department of Water Resources

208-287-4915

Scott.Storms@idwr.idaho.gov

Idaho property

stewart title

ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:

Jon Stone
Authorized Countersignature

Northern Title Company

Company Name

Malad City, ID 83252

City, State



Matt Morris

Matt Morris
President and CEO

Denise Carraux

Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

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; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: NTO-103219

008-UN ALTA Commitment For Title Insurance 8-1-16

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WBA DQ PBA DRQ

AMERICAN
LAND TITLE
ASSOCIATION



COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

- 2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I - Requirements;
 - (f) Schedule B, Part II - Exceptions; and
 - (g) a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is restricted by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: NTO-103219

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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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AMERICAN
LAND TITLE
ASSOCIATION



Office/Employee License No. 76379
Closing/Escrow/Recording inquiries to:
Johanna Green
20 North Main, Ste # 8
Malad City, ID 83252
(208) 766-7700
jgreen@northerntitle.net
Title inquiries to:
Jan Stone
(208) 852-5700
jans@northerntitle.net

SCHEDULE A

Order No. NTO-103219

1. Effective Date: May 17, 2020 5:00PM

2. Policy or policies to be issued:

A. 2006 ALTA Owner's

Standard Coverage

Proposed Insured: William (Benson) Astle and Peggy D. Astle, Trustees of the Astle Family Trust,
dated April 18, 2018

Amount: \$1,000,000.00

Premium: \$2,780.00

B. 2006 ALTA Loan

Coverage

Proposed Insured:

Amount: \$0.00

Premium: \$0.00

C. Endorsements: \$0.00

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:

Douglas R. Adams and Barbara Adams, Trustees, of the Douglas R. Adams Family Living Trust, and all successor
trustees, dated December 14, 2001

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

See Attached Exhibit "A"

PROPERTY ADDRESS: Oneida County, ID

EXHIBIT "A"

TOWNSHIP 11 SOUTH, RANGE 34, EAST OF THE BOISE MERIDIAN, ONEIDA COUNTY, IDAHO

SECTION 14: SOUTH HALF OF THE SOUTHWEST QUARTER

SECTION 15: SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER

SECTION 22: NORTHEAST QUARTER OF THE NORTHEAST QUARTER

SECTION 23: NORTH HALF OF THE NORTHWEST QUARTER;

SOUTH HALF OF THE NORTH HALF;

NORTH HALF OF THE SOUTH HALF

SECTION 24: WEST HALF OF THE NORTHWEST QUARTER

SCHEDULE B - SECTION 1

REQUIREMENTS

All of the following Requirements must be met:

1. The proposed insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered and recorded in the Public Records.

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

1. Deed conveying title to the purchasers, executed by: Douglas R. Adams and Barbara Adams, Trustees, of the Douglas R. Adams Family Living Trust, and all successor trustees, dated December 14, 2001.
2. We require copies of the Trust Agreement and any Amendments for William (Benson) Astle and Peggy D. Astle, Trustees of the Astle Family Trust, dated April 18, 2018 AND Douglas R. Adams and Barbara Adams, Trustees, of the Douglas R. Adams Family Living Trust, and all successor trustees, dated December 14, 2001.

SCHEDULE B - SECTION II

Order No. NTO-103219

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.

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared 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) Taxes or 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.*
- (2) Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.*
- (3) Easements, claims of easement or encumbrances which are not shown by the public records.*
- (4) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in 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) Any liens, or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by 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 II.

(See Special exceptions beginning on the next page).

SCHEDULE B – SECTION II

Order No. NTO-103219

SPECIAL EXCEPTIONS:

1. Taxes for the year 2020 are a lien, not yet due or payable.
Taxes for the year 2019 have been paid in the amount of \$85.38.
Tax Serial No. RP0162900

Taxes for the year 2020 are a lien, not yet due or payable.
Taxes for the year 2019 have been paid in the amount of \$48.24
Tax Serial No. RP0163100

Taxes for the year 2020 are a lien, not yet due or payable.
Taxes for the year 2019 have been paid in the amount of \$42.12.
Tax Serial No. RP0164000

Taxes for the year 2020 are a lien, not yet due or payable.
Taxes for the year 2019 have been paid in the amount of \$386.86.
Tax Serial No. RP0164200

Taxes for the year 2020 are a lien, not yet due or payable.
Taxes for the year 2019 have been paid in the amount of \$81.84.
Tax Serial No. RP0164500

2. Said property may be included within the taxing assessment district of Oneida County and may be subject to the charges and assessments thereof. (Charges are current according to the information available from the county records.)
3. Right of way for any roads, ditches, fences, canals, or transmission lines now existing over, under or across said property.
4. All easements and right of ways along through said parcel for roads and utilities.
5. Mineral rights, claims or title to minerals in or under the land, including but not limited to metals, oil, gas, coal, or other hydrocarbons, sand, gravel or stone, and easements or other rights relating thereto, whether express or implied, recorded or unrecorded.
6. Rights of upper and lower riparian owners in and to the free and unobstructed flow of the water of the Creek extending through the land, without diminution.
7. Riparian or water rights, claims, or title to water whether or not shown by the public records.
8. Reservations in Patent recorded in Oneida County Recorder's office on January 4, 1936, under instrument number 53334.
9. Reservations in Patent recorded in Oneida County Recorder's office on February 27, 1936, under instrument number 53483.

(continued)

SCHEDULE B - PART II

Order No. NTO-103219

SPECIAL EXCEPTIONS:

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

NOTE: Judgments, State and Federal Tax Liens were checked on the following names, and if any were found, are disclosed herein:

William (Benson) Astle and Peggy D. Astle, Trustees of the Astle Family Trust, dated April 18, 2018
Douglas R. Adams and Barbara Adams, Trustees, of the Douglas R. Adams Family Living Trust, and all successor trustees, dated December 14, 2001

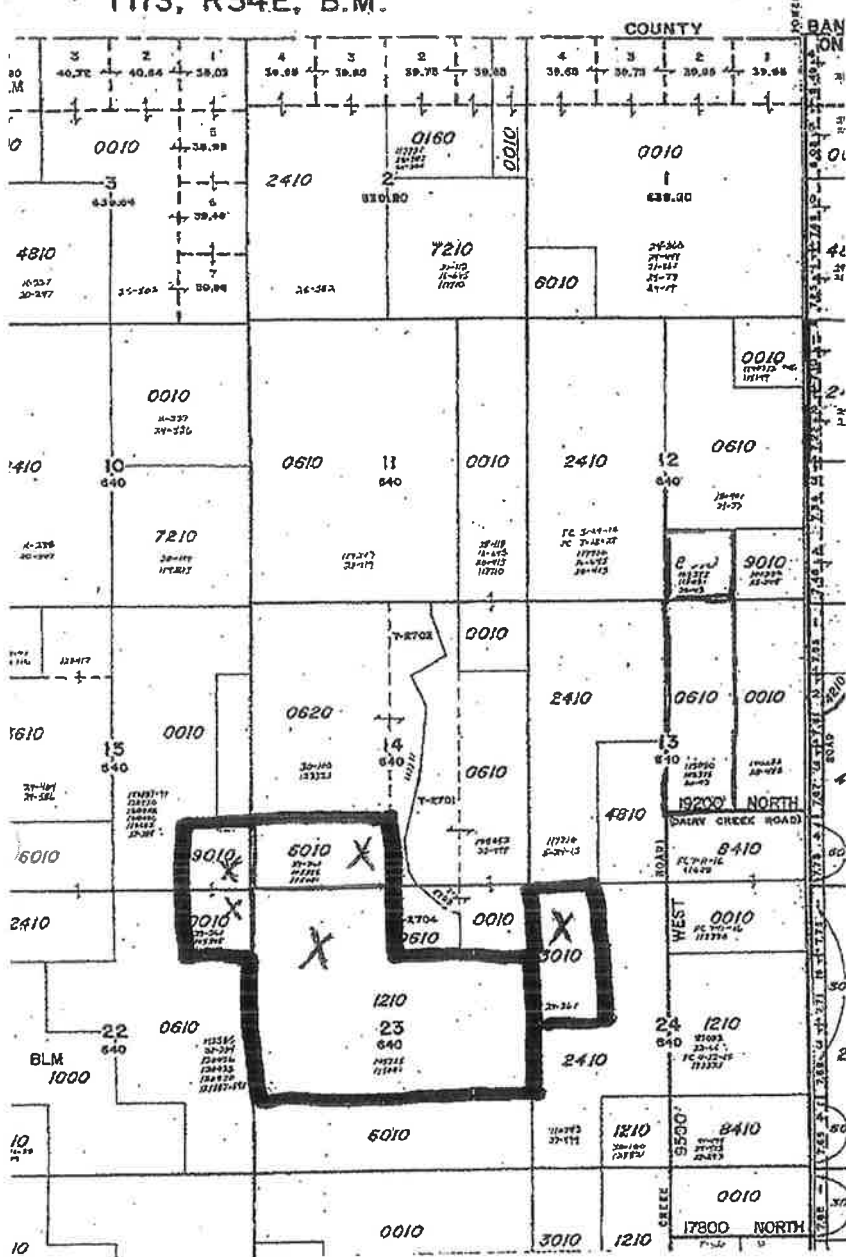
NOTE: In the event this transaction fails to close, a cancellation fee may be charged for services rendered in accordance with the rates that are on file with the Commissioner of Insurance of the State of Idaho.


Examiner

Chain of Title including all Vesting Deeds recorded in the past 24 months:

NONE

TIIS, R34E, B.M.



This Plat is provided as
an accommodation only and
does not constitute as actual
survey of the premises.

Northern Title Company

January 1, 2017

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- To agents, brokers or representatives to provide you with services you have requested;
- To third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- To others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Rights to Access Your Personal Information and Ability to Correct Errors or Request Changes or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

**Northern Title Company
20 North Main, Ste # 8
Malad City, ID 83252**

Multiple Products or Services

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

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 Northern Title Company of Wyoming, Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company. .

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 or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

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.

Northern Title Company of Idaho, Inc. - Oneida County



NORTHERN TITLE

20 North Main
Suite #8
Malad City, ID 83252
(208)766-7700

File Number: **NTO-103219**
Loan Number: **CASH**
Loan Amount: **\$0.00**
Sales Price: **\$1,000,000.00**
Close Date: **6/10/2020**
Disbursement Date:

BUYER(S) CLOSING STATEMENT

Type: **Purchase**
Property: **ONEIDA COUNTY, ONEIDA COUNTY, MALAD CITY, ID 83252 (ONEIDA)**
(RP0162900, RP0163100, RP0164000, RP0164200)

Buyer(s): **WILLIAM (BENSON) ASTLE AND PEGGY D. ASTLE, TRUSTEES OF THE ASTLE**
FAMILY TRUST, DATED APRIL 18, 2018
2880 W 4600 N
Brigham City, UT 84302

Seller(s): **DOUGLAS R. ADAMS AND BARBARA ADAMS, TRUSTEES, OF THE DOUGLAS R.**
ADAMS FAMILY LIVING TRUST, AND ALL SUCCESSOR TRUSTEES, DATED
DECEMBER 14, 2001
2141 N Hwy 38
Brigham City, UT 84302

Description	Debit	Credit
Deposits, Credits, Debits		
Sale Price of Property	\$1,000,000.00	
Prorations		
County Taxes 1/1/2020 to 6/10/2020 @ \$644.44/Year		\$283.48
Title Charges		
Title - Document preparation to Northern Title Company of Idaho, Inc. - Oneida County	\$75.00	
Title - Settlement or Closing fee to Northern Title Company of Idaho, Inc. - Oneida County	\$1,537.50	
Title - Wire Fee to Northern Title Company of Idaho, Inc. - Oneida County	\$15.00	
Government Recording and Transfer Charges		
Recording fees: Deed \$15.00	\$15.00	
E-Recording Service Fee to Northern Title Company of Idaho, Inc. - Oneida County \$4.50	\$4.50	
Totals	\$1,001,647.00	\$283.48

Balance Due FROM Borrower: \$1,001,363.52

APPROVED AND ACCEPTED

BUYER(S)



William (Benson) Astle, Trustee of the Astle Family Trust, dated April 18, 2018



Peggy D. Astle, Trustee of the Astle Family Trust, dated April 18, 2018

SETTLEMENT COORDINATOR



Lori Christiansen

NTO-103219
 William (Benson) Astle, Trustee
 2880 W 4600 N
 Brigham City, UT 84302

Microfilm No. 159563
 15 Day Jun 20 20
 At 03 55 O'clock PM
 Notary Malad
 Oneida Co. Recorder
 Fee \$ 15.00 Deputy
 Recorded at Request of
 Northern Title Company- Malad

WARRANTY DEED

Douglas R. Adams and Barbara Adams, Trustees, of the Douglas R. Adams Family Living Trust, and all successor trustees, dated December 14, 2001

Grantor(s) of Brigham City, County of Box Elder, State of Utah, hereby **CONVEY AND WARRANT** to

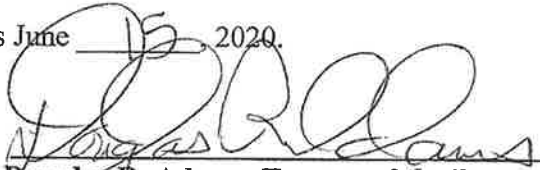
William (Benson) Astle and Peggy D. Astle, Trustees of the Astle Family Trust, dated April 18, 2018

Grantee(s) of Brigham City, County of Box Elder, State of Utah, for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Oneida County, State of ID:

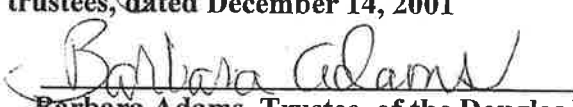
See Attached Exhibit A

Subject to easements, declarations of covenants and restrictions, rights of way of record, and taxes for the current year and thereafter.

Witness, the hand(s) of said Grantor(s), this June 15, 2020.


 Douglas R. Adams, Trustee of the Douglas R. Adams

Family Living Trust, and all successor trustees, dated December 14, 2001


 Barbara Adams, Trustee, of the Douglas R. Adams

Family Living Trust, and all successor trustees, dated December 14, 2001

State of: ID)

County of: Oneida)

On June 15, 2020, before me the undersigned, a Notary Public in and for said state, personally appeared **Douglas R. Adams and Barbara Adams**, known to me to be the **Trustees, of the Douglas R. Adams Family Living Trust, and all successor trustees, dated December 14, 2001**, and the persons whose names are subscribed to the within instrument and duly acknowledged to me that they executed the same as such Trustee. IN WITNESS WHEREOF I have set my hand and official seal on the date shown above.




 Notary Public

Residing: Malad City

Commission Expiration: 11/22/2024

EXHIBIT A

TOWNSHIP 11 SOUTH, RANGE 34, EAST OF THE BOISE MERIDIAN, ONEIDA COUNTY, IDAHO

SECTION 14: SOUTH HALF OF THE SOUTHWEST QUARTER

SECTION 15: SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER

SECTION 22: NORTHEAST QUARTER OF THE NORTHEAST QUARTER

SECTION 23: NORTH HALF OF THE NORTHWEST QUARTER;

SOUTH HALF OF THE NORTH HALF;

NORTH HALF OF THE SOUTH HALF

SECTION 24: WEST HALF OF THE NORTHWEST QUARTER

**BUYERS/BORROWERS
AFFIDAVIT AND INDEMNITY OF DEBTS AND LIENS**

ORDER: NTO-103219

SUBJECT PROPERTY: Oneida County, Oneida County, Malad City, ID 83252

This Affidavit and Indemnity is made and given by **William (Benson) Astle and Peggy D. Astle, Trustees of the Astle Family Trust, dated April 18, 2018** ("Indemnitor") for the benefit of Northern Title Company ("NTC") and its Underwriters. Indemnitor agrees that as to those transactions, present and future that are covered by this agreement, the obligations of the Indemnitor may hereunder continue at a time when Indemnitor no longer has any financial or ownership interest in the land herein referred to. Indemnitor, upon his/her oath, certifies and represents to NTC and its Underwriters, the purchaser and/or lender in this transaction that to my knowledge there are:

1. The undersigned has not incurred any unpaid bills for laborers, suppliers or material men for labor or material furnished before date of Closing. The undersigned has not contracted for labor, supplies or material for improvements or repairs to subject property. Indemnitor herein certifies that all such bills have been or will be promptly paid and that no mechanics' liens will result from non-payment. No payment of bills has been withheld as a result of a dispute with the vendor.
2. There are no parties in possession nor any parties having a right of possession of the Subject Property, under any tenancy, lease or other agreement, written or oral except as follows:
3. No Lease concerning the premises contains any right of first refusal or any option to purchase except as follows:
4. There have been no documents recorded in Public Records subsequent to the effective date of the title commitments issued with respect to any Subject Property which affect title to the particular Subject Property insured; and (1) there are no matters, including pending lawsuits, state or federal tax obligations, pending against Indemnitor that could give rise to a lien that would attach to any Subject Property between the effective date of said commitment and the recording of the instruments giving rise to the interest to be insured, and (2) the Indemnitors have not executed and will not execute any instrument that would adversely affect the title to any Subject Property or the lien of any mortgage to be insured pursuant to the Commitment.
5. That none of the restrictions, agreements, covenants, easements, declarations or other matters affecting title to the property have been violated or encroached on as of the date of this Certification and Indemnity.
6. The Buyer/Borrower, is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, foreign state or other foreign entity (as defined in the Internal Revenue Code and Income Tax Regulation).

INDEMNITY: I AGREE TO PAY ON DEMAND TO NORTHERN TITLE COMPANY AND IT'S UNDERWRITERS, THE PURCHASERS AND/OR LENDER IN THIS TRANSACTION, THEIR SUCCESSORS AND ASSIGNS, ALL AMOUNTS SECURED BY ANY AND ALL LIENS NOT SHOWN ABOVE, TOGETHER WITH ALL COSTS, LOSS AND ATTORNEY'S FEES THAT SAID PARTIES MAY INCUR IN CONNECTION WITH SUCH UNMENTIONED LIENS, PROVIDED SAID LIENS EITHER CURRENTLY APPLY TO SUCH PROPERTY, OR A PART THEREOF, OR ARE SUBSEQUENTLY ESTABLISHED AGAINST SAID PROPERTY AND ARE CREATED BY ME, KNOWN TO ME, OR HAVE AN INCEPTION DATE PRIOR TO THE CONSUMMATION OF THIS TRANSACTION.

I realize that the purchaser and/or lender in this transaction are relying on the representations contained herein in purchasing same or lending money thereon and that this is given as an inducement for Northern Title Company and its Underwriters to issue its policy or policies of title insurance, and the undersigned acknowledges that reliance will be made thereon.


William (Benson) Astle, Trustee of the Astle Family Trust, dated April 18, 2018


Peggy D. Astle, Trustee of the Astle Family Trust, dated April 18, 2018

AFFIDAVIT AND INDEMNITY OF DEBTS AND LIENS

ORDER NTO-103219

SUBJECT PROPERTY: Oneida County, Oneida County, Malad City, ID 83252


This Affidavit and Indemnity is made and given by **Douglas R. Adams and Barbara Adams, Trustees, of the Douglas R. Adams Family Living Trust, and all successor trustees, dated December 14, 2001** ("Indemnitor") for the benefit of Northern Title Company ("NTC").

Indemnitor agrees that as to those transactions, present and future that are covered by this agreement, the obligations of the Indemnitor may hereunder continue at a time when Indemnitor no longer has any financial or ownership interest in the land herein referred to. Indemnitor, upon his/her oath, certifies and represents to NTC, the purchaser and/or lender in this transaction that to my knowledge there are:

1. There are no unpaid bills for laborers, suppliers or material men for labor or material furnished before Date of Policy. No labor, supplies or material for improvements or repairs to subject property has been furnished within the last 120 days. Indemnitor herein certifies that all such bills have been or will be promptly paid and that no mechanics' liens will result from non-payment. No payment of bills has been withheld as a result of a dispute with the vendor.
2. There are no parties in possession nor any parties having a right of possession of the Subject Property, under any tenancy, lease or other agreement, written or oral except as follows:
3. No Lease concerning the premises contains any right of first refusal or any option to purchase except as follows:
4. There have been no documents recorded in Public Records subsequent to the effective date of the title commitments issued with respect to any Subject Property which affect title to the particular Subject Property insured; and (1) there are no matters, including pending lawsuits, state or federal tax obligations, pending against Indemnitor that could give rise to a lien that would attach to any Subject Property between the effective date of said commitment and the recording of the instruments giving rise to the interest to be insured, and (2) the Indemnitors have not executed and will not execute any instrument that would adversely affect the title to any Subject Property or the lien of any mortgage to be insured pursuant to the Commitment.
5. That none of the restrictions, agreements, covenants, easements, declarations or other matters affecting title to the property have been violated or encroached on as of the date of this Certification and Indemnity.
6. The Seller, if the insured Transaction is a sale, is not a non resident alien, foreign corporation, foreign partnership, foreign trust, foreign state or other foreign entity (as defined in the Internal Revenue Code and Income Tax Regulation).

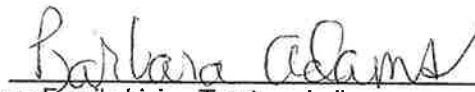
INDEMNITY: I AGREE TO PAY ON DEMAND TO NORTHERN TITLE COMPANY, THE PURCHASERS AND/OR LENDER IN THIS TRANSACTION, THEIR SUCCESSORS AND ASSIGNS, ALL AMOUNTS SECURED BY ANY AND ALL LIENS NOT SHOWN ABOVE, TOGETHER WITH ALL COSTS, LOSS AND ATTORNEY'S FEES THAT SAID PARTIES MAY INCUR IN CONNECTION WITH SUCH UNMENTIONED LIENS, PROVIDED SAID LIENS EITHER CURRENTLY APPLY TO SUCH PROPERTY, OR A PART THEREOF, OR ARE SUBSEQUENTLY ESTABLISHED AGAINST SAID PROPERTY AND ARE CREATED BY ME, KNOWN TO ME, OR HAVE AN INCEPTION DATE PRIOR TO THE CONSUMMATION OF THIS TRANSACTION.

I realize that the purchaser and/or lender in this transaction are relying on the representations contained herein in purchasing same or lending money thereon and that this is given as an inducement for Northern Title Company to issue its policy or policies of title insurance, and the undersigned acknowledges that reliance will be made thereon.



Douglas R. Adams

Douglas R. Adams, Trustee, of the Douglas R. Adams Family Living Trust, and all successor trustees, dated December 14, 2001



Barbara Adams

Barbara Adams, Trustee, of the Douglas R. Adams Family Living Trust, and all successor trustees, dated December 14, 2001



NORTHERN TITLE

TAX PRORATION DISCLAIMER

Buyer: William (Benson) Astle and Peggy D. Astle, Trustees of the Astle Family Trust, dated April 18, 2018

Seller: Douglas R. Adams and Barbara Adams, Trustees, of the Douglas R. Adams Family Living Trust, and all successor trustees, dated December 14, 2001

Property: Oneida County, Oneida County, Malad City, ID 83252

The undersigned Buyer(s) and Seller(s) do hereby understand and agree that the proration for general property taxes was calculated by:

 x UTILIZING THE PROPERTY TAX BILL FOR 2019.

 x THE 2019 **HAVE** BEEN PAID.

 x UNPAID 2020 TAXES HAVE BEEN PRORATED AND **A CREDIT HAS BEEN GIVEN TO THE BUYER.**
BUYER WILL BE RESPONSIBLE FOR THE PAYMENT OF **ALL** THE 2020 TAXES WHEN DUE.

Accordingly, the Buyer(s) and Seller(s) do hereby hold Northern Title Company, harmless from any liability or damages caused by an inaccurate proration for general property taxes resulting from any variation or difference in the actual general property taxes assessed for the current year. Both Buyer(s) and Seller(s) agree to make the proper proration as may be required subsequent to closing

William Benson Astle Date: 6/15/2020
William (Benson) Astle, Trustee of the Astle Family Trust, dated April 18, 2018

Peggy D. Astle Date: 6/15/20
Peggy D. Astle, Trustee of the Astle Family Trust, dated April 18, 2018

Douglas R. Adams Date: 6-15-2020
Douglas R. Adams, Trustee, of the Douglas R. Adams Family Living Trust, and all successor trustees, dated December 14, 2001

Barbara Adams Date: 6-15-2020
Barbara Adams, Trustee, of the Douglas R. Adams Family Living Trust, and all successor trustees, dated December 14, 2001

STG Gap Indemnity Agreement

Gap Indemnity Agreement

File / Commitment / Preliminary Report No.: NTO-103219

Premises Address / Location: Oneida County
Malad City, ID 83252


WHEREAS, Stewart Title Guaranty Company ("Stewart") has been asked to issue its policy(ies) of title insurance or "marked up" commitment(s) to proposed insured(s) covering the Premises referenced above (the "Premises") prior to recording the deed, mortgage, deed of trust and/or other instruments required to be recorded (collectively, the "Closing Documents") without taking exception in such policy(ies) or commitment(s) to matters which may arise between the last Effective Date of the commitment / preliminary report referenced above and the date and time of recording of the Closing Documents (the "Gap Period"), which matters may be an encumbrance on or affect title to the Premises.

NOW, THEREFORE, in consideration of Stewart issuing its policy(ies) of title insurance or "marked up" commitment(s) as of the date of recording of the Closing Documents without taking exception to matters which may arise during the Gap Period, the undersigned agrees to: (1) promptly remove, release, bond or otherwise dispose of, to the satisfaction of Stewart, in its sole discretion, all liens, encumbrances or other objectionable matters filed or recorded against the Premises during the Gap Period, and (2) indemnify, defend and hold Stewart harmless against all claims, costs, losses, liabilities, damages and expenses, including without limitation, attorney's fees and expenses, arising out of or relating to all such matters and the failure to promptly remove, release, bond or otherwise dispose of them, to the satisfaction of Stewart, in its sole discretion.

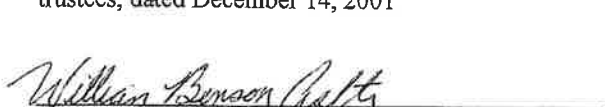
Executed this June 10, 2020

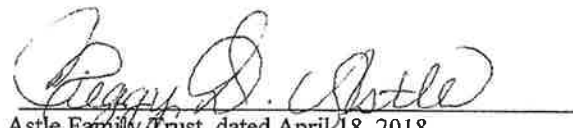
Indemnitor(s):


Northern Title Company, Inc.
Lori Christiansen


Douglas R. Adams and Barbara Adams, Trustees, of the Douglas R. Adams Family Living Trust, and all successor trustees, dated December 14, 2001


Barbara Adams


William (Benson) Astle and Peggy D. Astle, Trustees of the Astle Family Trust, dated April 18, 2018


Peggy D. Astle

Sworn to before me this June 15, 2020

State of ID)
County of Oneida)§

On June 15, 2020, before me the undersigned, a Notary Public, personally appeared Douglas R. Adams and Barbara Adams, known to me to be the Trustees, of the Douglas R. Adams Family Living Trust, and all successor trustees, dated December 14, 2001, the signer(s) of the within instrument, who duly acknowledged to me that they executed the same as such Trustees.



Lori Christiansen
Notary Public

State of ID)
County of Oneida)§

On June 15, 2020, before me the undersigned, a Notary Public, personally appeared William (Benson) Astle and Peggy D. Astle, known to me to be the Trustees of the Astle Family Trust, dated April 18, 2018, the signer(s) of the within instrument, who duly acknowledged to me that they executed the same as such Trustees.



Lori Christiansen
Notary Public

ESCROW GENERAL PROVISIONS

This agreement governs the duties and obligations between Northern Title Company (hereinafter "Escrow Agent") and the undersigned signatories, who are parties to the following transaction.

Order No.: NTO-103219

Address: Oneida County, Oneida County, Malad City, ID 83252

Buyer(s): William (Benson) Astle and Peggy D. Astle, Trustees of the Astle Family Trust, dated April 18, 2018

Seller(s): Douglas R. Adams and Barbara Adams, Trustees, of the Douglas R. Adams Family Living Trust, and all successor trustees, dated December 14, 2001

The Parties understand and acknowledge:

1. Escrow Agents Role

Subject to the terms of this agreement, Escrow Agent agrees to act as an escrow agent in closing the transaction described above. Escrow Agent is not the agent of any single party. Rather, Escrow Agent agrees to prepare documents, secure the execution of documents, record documents, disburse funds, and otherwise close the transaction in the accordance with the joint directions of the parties. Escrow Agent has no other duties or obligations. In particular, Escrow Agent does not give and has no duty to give legal or other advice to the parties.

2. Parties' Role

The parties authorize Escrow Agent to close the transaction, record documents, disburse funds, and otherwise act in accordance with the written Settlement Statement and any written or oral directions or agreements given to Escrow Agent by the parties or their representatives. The parties agree that Escrow Agent is entitled to act on the direction of the realtor, attorney or other person who has dealt with Escrow Agent on behalf of them in this transaction. If any party wishes to limit the authority of those who have dealt on their behalf with Escrow Agent, any such limitation must be contained in a writing that is delivered to Escrow Agents. *The parties agree that they are not looking to Escrow Agent for legal or other advice, and that they had an opportunity to obtain such advice from persons other than those affiliated with Escrow Agent.*

3. Closing Documents

The parties have been given an opportunity to review all documents at closing and to seek independent advice or counsel concerning those documents, if desired. The parties agree that the only representations of Escrow Agent upon which they are entitled to rely or act are those that are in writing and executed by Escrow Agent and that the parties are not entitled to act or rely on conflicting oral or written terms or directions given to Escrow Agent prior to closing. The parties' execution and delivery of documents at closing shall, as between Escrow Agent and the parties, constitute the parties' agreements and directions to Escrow Agent whether or not Escrow Agent is a party to the documents. The terms of this paragraph shall not affect the parties' rights between themselves.

4. Deposit of Funds, Recording & Disbursements

The undersigned **BUYER** and **SELLER** hereby approve the foregoing statement and authorize **NORTHERN TITLE COMPANY** to complete the transaction in accordance herewith. The instruments may be delivered or recorded and funds disbursed. Escrow Agent shall place all funds received in escrow into a federally insured depository account specifically designated as a trust account. Escrow Agent may maintain a general trust account and individual accounts for specific escrows, subject to any specific terms and conditions of any written agreement between Buyer, Seller, and Escrow Agent. Absent specific written direction from both Seller and Buyer, Escrow Agent shall, as agent for Buyer and Seller, determine the identity of the depository institution. Escrow Agent shall not be responsible for any loss of funds occurring as a result of failure of the institution in which funds have been deposited, so long as Escrow Agent complies with the foregoing provisions relating to the type of depository institutions and accounts to be used. Earnings on funds held in Escrow Agent's escrow trust account shall be owned by and periodically disbursed to Escrow Agent as additional consideration for services actually performed by Escrow Agent. Funds may be paid from trust accounts only in accordance with the terms and conditions of Buyer's and Seller's instructions to Escrow Agent. In the event that Escrow Agent initiates or is joined as a party to any litigation relating to this escrow, Buyer and Seller jointly and severally agree to pay all costs, expenses and attorney's fees incurred by Escrow Agent in such litigation. Escrow Agent shall be entitled, at its option, to be paid such costs, expenses and the attorney's fees from the funds deposited by the party(ies) with Escrow Agent.

5. Disclosure of Possible Benefits to Escrow Agent

As a result of Escrow Agent maintaining its general escrow accounts with the depositories, Escrow Agent may receive certain financial benefits such as an array of bank services, accommodations, loans or other business transactions from depositories ("collateral benefits"). All collateral benefits shall accrue to the sole benefit of Escrow Agent and Escrow Agent shall have obligation to account to the parties to this escrow for the value of any such collateral benefits.

6. Miscellaneous Fees

The Settlement Statement may prescribe that certain release or reconveyance fees are payable to Escrow Agent. These fees are payable to Escrow Agent to compensate it for facilitating and arranging for the reconveyance or release of the encumbrance in question and are payable in the amounts indicated irrespective of whether additional reconveyance fees or charges may have been paid or are payable to any other party and irrespective of any limitation on reconveyance or release fees that may be prescribed. Escrow Agent may incur certain additional costs on behalf of the parties for services performed by third party providers. The fees charged by Escrow Agent for such services may include a mark up over the direct cost of such services to reflect the averaging of direct, administrative and overhead charges of Escrow Agent for such services.

7. Prorations & Adjustments

The term "close of escrow" means the date on which documents are recorded. All prorations and/or adjustments shall be made as of the close of escrow based on a 30-day month, unless otherwise instructed in writing.

8. Contingency Periods

Escrow Agent is not responsible for monitoring contingency time periods between the parties. The parties shall execute such documents as may be requested by Escrow Agent to confirm the status of any such periods.

9. Reports

As an accommodation, Escrow Agent may agree to transmit orders for inspection, termite, disclosure and other reports if requested, in writing or orally, by the parties or their agents. Escrow Agent shall deliver copies of any such reports as directed. Escrow Agent is not responsible for reviewing such reports or advising the parties of the content of same.

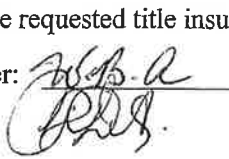
10. Information from Affiliated Companies

Escrow Agent may provide the parties' information to and from its affiliates in connection with the offering of products and services from these affiliates.

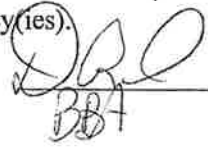
11. Commitment for Title Insurance; Recordation of Documents

The undersigned Buyer hereby acknowledges receipt of a copy of, and an opportunity to review, Commitment for Title Insurance referenced as Order No. NTO-103219 (the "Commitment") obtained through Escrow Agent in the contemplation of the above transaction, and authorizes the title insurer to issue the policy of title insurance contemplated thereby, which policy shall contain the following numbered exceptions: 1-9; from the coverage as shown on the Commitment in addition to any new encumbrances created in connection with this transaction. The undersigned Buyer and Seller affirm that the legal description appearing in the commitment is satisfactory, and authorize Escrow Agent to record documents delivered through escrow which contain said legal description(s) necessary or proper for the issuance of the requested title insurance policy(ies).

Initials: Buyer:



Seller:



12. Personal Property Taxes

No examination, UCC search, insurance as to personal property and/or the payment of personal property taxes is required unless otherwise instructed in writing.

13. Real Property Taxes

The undersigned Buyer and Seller do hereby understand and agree that the proration for general property taxes as provided in the above referenced closing statements, was calculated by utilizing the general property taxes assessed for the **current or most recent tax year**. Accordingly, the Buyer(s) and Seller(s) do hereby hold Escrow Agent free and harmless from any liability or damages caused by an inaccurate proration for general property taxes assessed for the current year. Upon a determination of the assessed property taxes due for the current year, Buyer(s) and Seller(s) agree to make the proper proration adjustment as may be required subsequent to closing.

14. Survey

The undersigned buyers and sellers hereby acknowledge that they have (chosen to/ chosen not to) have a survey completed on subject property. If not, the undersigned buyers and sellers affirm that the legal description on the closing documents of even date herewith is satisfactory, and the undersigned herein agree to hold **NORTHERN TITLE COMPANY** and the undersigned Real Estate Company harmless as to any dispute resulting from not having a survey done at the time of the transaction.

15. Utilities and Water Rights

Escrow Agent shall **NOT** be responsible for the transfer of utilities. The parties understand it is their responsibility to have all utilities read and transferred as of the date of possession.

Escrow Agent shall **NOT** be responsible for the transfer of water rights or shares. The parties understand it is their responsibility to transfer water rights or shares outside of closing. Northern Title Company has no knowledge of the fees and/or dues associated with the water rights. If you want any further information you need to contact the secretary of the water company. **The parties hold harmless Northern Title Company from any shares being transferred incorrectly.**

WBA DLG SKL ABA
Initials Initials Initials Initials

Water rights or shares listed below are for informational purposes only for the parties:

Company: _____

Number of Shares: _____

Water Right/Permit #: _____

16. Cancellation of Escrow

Any party desiring to cancel this escrow shall deliver written notice of cancellation to Escrow Agent. Within a reasonable time after receipt of such notice, Escrow Agent shall send by standard mail to the address on the escrow instructions, one copy of said notice to the other party(ies). Unless written objection to cancellation is delivered to Escrow Agent by a party within 10 days after date of mailing, Escrow Agent is authorized, at its option, to comply with the notice and terminate the escrow. If a written objection is received by Escrow Agent, Escrow Agent is authorized, at its option, to hold all funds and documents in escrow (subject to the funds held fee) and to take no other action until otherwise directed by either the parties' mutual written instructions or a final order of court of competent jurisdiction. If no action is taken on this escrow within 6 months after the closing date specified in the escrow instructions, Escrow Agent's obligations shall, at its option, terminate. Upon termination of this escrow, the parties shall pay all fees, charges and reimbursements due to Escrow Agent and all documents and remaining funds held in escrow shall be returned to the parties depositing same.

17. Conflicting Instructions & Disputes

If Escrow Agent becomes aware of any conflicting demands or claims concerning this escrow, Escrow Agent shall have the right to discontinue all further acts on Escrow Agent's part until the conflict is resolved to Escrow Agent's satisfaction. Escrow Agent has the right at its option to file an action in interpleader requiring the parties to litigate their claims/rights. If such an action is filed, the parties jointly and severally agree (a) to pay Escrow Agent's reasonable attorney's fees, and (b) that Escrow Agent is fully released and discharged from all further obligations under the escrow. If an action is brought involving this escrow and/or Escrow Agent, the parties agree to indemnify and hold the Escrow Agent harmless against liabilities, damages and costs incurred by Escrow Agent (including reasonable attorney's fees and costs) except to the extent that such liabilities, damages and costs were caused by the gross negligence or willful misconduct of Escrow Agent.

18. Usury

Escrow Agent is not to be concerned with usury as to any loans or encumbrances in this escrow and is hereby released of any responsibility and/or liability therefore.

19. Insurance Policies

In all matters relating to insurance, Escrow Agent may assume that each policy is in force and that the necessary premium has been paid. Escrow Agent is not responsible for obtaining fire, hazard or liability insurance, unless Escrow Agent has received specific written instructions to obtain such insurance prior to close of escrow from the parties or their respective lenders.

20. Compliance

The undersigned hereby further agree, to cooperate and make adjustments for clerical errors, in documentation and or funding, which may be deemed necessary for the escrow agent to comply with instructions given by all parties to this transaction and/or to comply with the intent of the parties involved in this transaction.

21. Copies of Documents; Authorization to Release

Escrow Agent is authorized to rely upon copies of documents, which include facsimile, electronic, NCR, or photocopies as if they were an originally executed document. If requested by Escrow Agent, the originals of such documents shall be delivered to Escrow Agent. Escrow Agent may withhold documents and/or funds due to the party until such originals are delivered. ***Documents to be recorded MUST contain original signatures.*** Escrow Agent may furnish copies of any and all documents to the lender(s), real estate broker(s), attorney(s) and/or accountant(s) involved in this transaction upon their request. I hereby acknowledge receipt of all closing documents associated with the transaction.

WBA *DA* *LL* *DA*
Initials Initials Initials Initials

I authorize Northern Title Company, Inc. to invite me(us) to like their Facebook page: _____

22. Tax Reporting, Withholding & Disclosure

The parties are advised to seek independent advice concerning the tax consequences of this transaction, including but not limited to, their withholding, reporting, and disclosure obligations. Escrow Agent does not provide tax or legal advice and the parties agree to hold Escrow Agent harmless from any loss or damage that the parties may incur as a result of their failure to comply with federal and/or state tax laws. ***WITHHOLDING OBLIGATIONS ARE THE EXCLUSIVE OBLIGATIONS OF THE PARTIES. ESCROW AGENT IS NOT RESPONSIBLE TO PERFORM THESE OBLIGATIONS UNLESS ESCROW AGENT AGREES IN WRITING.***

A. Taxpayer Identification Number Reporting

Federal law requires Escrow Agent to report Seller's social security number and/or tax identification number, forwarding address, and the gross sales price to the Internal Revenue Service ("IRS"). Escrow cannot be closed nor any documents recorded until the information is provided and Seller certifies its accuracy to Escrow Holder.

B. Federal Withholding & Reporting

Certain federal reporting and withholding requirements exist for real estate transactions where the seller (transferor) is a non-resident alien, a non-domestic corporation or partnership controlled by non-residents or non-resident corporations or partnerships.

bpastle@gmail.com *bradams99@yahoo.com*
bpastle@gmail.com *bradamsbc@yahoo.com*

C. Taxpayer Identification Disclosure

Parties to a residential real estate transaction involving seller-provided financing are required to furnish, disclose, and include taxpayer identification numbers in their tax returns. Escrow Agent is not required to transmit the taxpayer I.D. numbers to the IRS of the parties. Escrow Agent is authorized to release any party's taxpayer I.D. numbers to any other party upon receipt of a written request. The parties waive all rights of confidentiality regarding their taxpayer I.D. numbers and agree to hold Escrow Agent harmless against any fees, costs, or judgments incurred and/or awarded because of the release of taxpayer I.D. numbers.

23. Privacy Policy

The undersigned Buyer and Seller hereby acknowledge receipt of a copy of the Privacy Policy of Northern Title Company and Escrow Agent.

24. Legal Counsel

The undersigned acknowledge that they have the right to seek legal counsel and tax advice in connection with this transaction. I/we the undersigned real estate salesperson/broker have reviewed the foregoing statement and certify that the above mentioned statement is accurate accounting of the transaction(s) between buyer and seller herein.

I/We, the undersigned Real Estate Agents/Brokers have reviewed this statement and all other related closing documents including the HUD-1 Settlement Statement and certify that the documents are an accurate accounting of the transaction reflecting the agreements, by both Buyer and Seller, as stated in the Real Estate Purchase Contract.

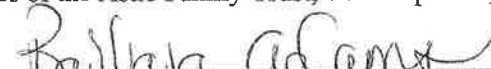


William (Benson) Astle and Peggy D. Astle, Trustees of the Astle Family Trust, dated April 18, 2018





Douglas R. Adams and Barbara Adams, Trustees, of the Douglas R. Adams Family Living Trust, and all successor trustees, dated December 14, 2001



NORTHERN TITLE COMPANY

BY: 

Lori Christiansen
Escrow Agent



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 E FRONT ST STE 648 PO BOX 83720 • BOISE, ID 83720-0098

Phone: (208)287-4800 • Fax: (208)287-6700 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

August 26, 2020

ASTLE FAMILY TRUST
2880 W 4600 N
BRIGHAM CITY UT 84302-3807

Re: Change in Ownership for Water Right No(s): 15-47, 15-4008, 15-7025
Returned Change in Ownership for Water Right No(s): 15-48, 15-4005

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of water right(s) 15-47, 15-4008, and 15-7025 to you. The Department has modified its records and has enclosed a computer-generated report for you.

As discussed via phone conversation with Benson Astle on August 20, 2020, the land appurtenant to water rights 15-48 and 15-4005 was not included in the provided Warranty Deed. The Department is returning this portion of the Change in Ownership. A partial refund of \$50 will be issued and arrive under a separate cover from the State Controller's office.

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 Amanda.veibell@idwr.idaho.gov or (208) 287-4945.

Sincerely,

Amanda Johnson-Veibell
Technical Records Specialist 1

Enclosure(s)

Veibell, Amanda

From: Veibell, Amanda
Sent: Wednesday, August 26, 2020 10:26 AM
To: Financial
Subject: Partial Refund of C109088

Receipt C109088 for \$125 is a payment paid by W. Benson Astle an Ownership Change for water rights # 15-7025, 15-4008, 15-47, 15-4005, 15-48. I am partially returning the ownership change due to the evidence of ownership not including all of the water rights . If we could please partially refund C109088 for \$50 and mail it to:

ASTLE FAMILY TRUST
2880 W 4600 N
BRIGHAM CITY, UT 84302

Thank you.

Amanda Johnson-Veibell

Technical Records Specialist I
Idaho Dept Water Resources
PO Box 83720 Boise ID 83720-0098
208-287-4945

Veibell, Amanda

From: Veibell, Amanda
Sent: Monday, August 17, 2020 3:36 PM
To: 'bpastle@gmail.com'
Subject: Change in Ownership: 15-7025, 15-47, 15-4008, Additional Documentation 15-48, 15-4005
Attachments: 15-48 15-4005 map.pdf

ASTLE FAMILY TRUST
2880 W 4600 N
BRIGHAM CITY UT 84302-3807

Dear Interested Parties:

The Department of Water Resources (Department) acknowledges receipt of your Notice of Change in Water Right Ownership (Notice).

Our review of your Notice indicates that additional information is required before the Department can process the change. The information required is indicated below:

☒ Evidence of Water Right Ownership: copy of Deed, Title Policy, Contract of Sale, or other legal document indicating your ownership of the property and/or water rights 15-48 and 15-4005.

During our review of the documentation you submitted we found discrepancies between that documentation and the legal description of the place of use for the water right(s) indicated in your notice. The deeds submitted indicated ownership of the land appurtenant to water rights 15-7025, 15-74, and 15-4008. The deeds submitted did not indicate ownership of the land appurtenant to water rights 15-48 and 15-4005, see the attached map. **Please submit evidence of water right ownership for water rights 15-48 and 15-4005.**

Because the Department cannot process the Notice without proper documentation, we will hold any action on your notice pending receipt of the necessary information. If we do not receive the necessary information within 30 days we will process the ownership change on water rights 15-7025, 15-47 and 15-4008 only. Water Rights 15-48 and 15-4005 will be returned and the fees refunded.

Also, please note that permit holders are required to report any change of 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. Forms to assign ownership or update your address are available from any office of the Department or on the Department's website.

If you have any questions regarding this matter, please contact me at (208) 287-4945.

Sincerely,

Amanda Johnson-Veibell

Technical Records Specialist I
Idaho Dept Water Resources
PO Box 83720 Boise ID 83720-0098
208-287-4945

