

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
APR 08 2019
Department of Water Resources
Eastern Region

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?
29-11034. OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐
29-492 OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Jack M. Hadley
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Mount Oxford Ranch Company
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- P.O. Box 185; 25900 Downata Rd. Downata ID 83234
Mailing address City State ZIP
- 208-897-5336 downata@downatahot-springs.com
Telephone 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: 10/19/2012
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. (150.-)
 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.
8. Signature: R. Thompson Pres. 3/21/19
Signature of new owner/claimant Title, if applicable Date

SUPPORT DATA

IN FILE # 29-492

Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by JB Date 4/8/2019 Receipt No. E044848 Receipt Amt. \$50.-
 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 JB Processed by CR Date 5/6/2019

First American Title - Pocatello

21218008 2012 Oct 19 PM 12:19:35

Electronically Recorded by Simplifile

64421193

Warranty Deed

1. **Date**
October 17, 2012

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

2. **Parties**

Grantor: Sandra Hadley Morrison, not individually, but as personal representative for the Estate of Jack Marriner Hadley, deceased, Bannock County Case # CV-2008-2079-IE.

Current address: 1829 E. Woodland Rd, Downey, ID 83234.

Grantee: Mount Oxford Ranch Company, an Idaho corporation.

Current address: P.O. Box 185 Downey, Idaho 83234.

3. **Property**

Idaho County: Bannock

Transferred interest: Grantor's entire fee simple interest.

Description:

Exhibit A attached hereto and incorporated herein.

Together with:

All improvements, water, water rights, ditches, ditch rights, easements, tenements, hereditaments, appurtenances, reversions, remainders, rents, issues, and profits.

Water Right No. 29-00492 as shown on the Water Right Report with the Idaho Department of Water Resources.

Water Right No. 29-11054 as shown on the Water Right Report with the Idaho Department of Water Resources.

Subject to:

Taxes and assessments for 2012 and all subsequent years. All facts, rights, claims and interest ascertainable by inspection of the property or by inquiry of persons in possession. Unpatented mining claims, reservations and exceptions and patents or in acts authorizing their issuance.

4. **Consideration**

Ten Dollars and other good and valuable consideration receipt of which is acknowledged.

5. **Conveyance**

For the consideration stated, Grantor grants, bargains, sells, conveys and distributes to Grantee and to Grantee's heirs and assigns forever the transferred interest in the property described in this deed.

6. **Warranties**

Grantor for itself, its heirs, successors and assigns, covenants with the Grantee its heirs, successors and assigns as follows:

Grantor is the lawful personal representative of the decedent.

Grantor has the power to convey the property described in this deed to Grantee and the conveyance is made pursuant to authority vested in Grantor by the laws of the state of Idaho or lawful orders of the court supervising the administration of the estate of the decedent.

Grantee and its successors and assigns shall hold all of the estate of decedent, and Grantor, if any.

7. **Construction**

In construing this deed, and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

Sandra Hadley Morrison
Sandra Hadley Morrison, Personal Representative

Per. Rep.

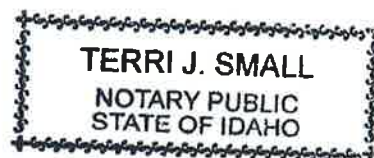
STATE OF IDAHO)

County of Bannock)ss

On October 17, 2012 before me, *Terri J. Small*, an Idaho notary public, personally appeared Sandra Hadley Morrison, who being by me first duly sworn, declared that she signed the foregoing document as Personal Representative of the estate of Jack Marriner Hadley and acknowledged to me that she executed the same in such capacity.

In witness, I have set my hand and affixed my official seal the day and year in this certificate first above written.

Terri J. Small
Notary Public
Residing at: *Pocatello, ID*
My Commission expires: *4/28/2017*
(SEAL)



64421193

Warranty Deed

1. Date

October 17, 2012

2. Parties

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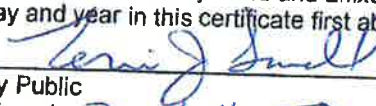

Sandra Hadley Morrison, Personal Representative

STATE OF IDAHO)

County of Bannock)ss

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In witness, I have set my hand and affixed my official seal the day and year in this certificate first above written.


Notary Public

Residing at: Polatah, ID

My Commission expires:

(SEAL)

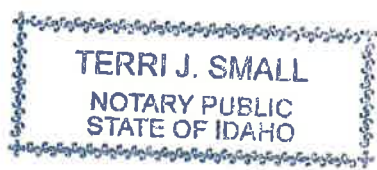

TERRI J. SMALL
NOTARY PUBLIC
STATE OF IDAHO

EXHIBIT "A"

Property

[See attached description]

PARCEL 1:

SW $\frac{1}{4}$ SW $\frac{1}{4}$, AND E $\frac{1}{2}$ SW $\frac{1}{4}$, SECTION 12, TOWNSHIP 12 SOUTH, RANGE 37, E.B.M., BANNOCK COUNTY, IDAHO, EXCEPTING THEREFROM THE FOLLOWING DESCRIPTION:

BEGINNING AT A POINT 32 LINKS NORTH OF THE SOUTHWEST CORNER OF THE SW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$, SECTION 12, TOWNSHIP 12 SOUTH, RANGE 37 E.B.M.; THENCE RUNNING NORTH 19.68 CHAINS TO THE NORTHWEST CORNER OF THE SW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SAID SECTION 12; THENCE EAST 20 CHAINS, THENCE NORTH 18.23 CHAINS TO A STAKE; THENCE SOUTH 57°40' EAST 14.16 CHAINS, THENCE SOUTH 46°44' WEST 44.20 CHAINS TO THE PLACE OF BEGINNING, EXCEPTING FROM THE ABOVE THAT PORTION OF LAND DEEDED TO THE STATE OF IDAHO AND RECORDED IN BOOK 80, PAGE 94, INSTRUMENT NO. 206733, ALSO EXCEPTING FROM THE ABOVE THAT PORTION OF LAND DEEDED TO THE OREGON SHORT LINE RAILROAD AND RECORDED IN BOOK 9, PAGE 400.

ALSO EXCEPT:

BEGINNING AT A POINT IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 12 SOUTH, RANGE 37 E.B.M., WHERE THE DOWNATA ROAD RIGHT OF WAY JOINS THE RIGHT OF WAY OF U.S. HIGHWAY 91, THENCE IN A SOUTHWESTERLY DIRECTION 90 FEET ALONG THE NORTHWEST SIDE OF THE DOWNATA ROAD RIGHT OF WAY TO THE OLD NARROW GAUGE OREGON SHORTLINE RAILROAD GRADE, THENCE IN A NORTHWESTERLY DIRECTION ALONG THE OLD NARROW GAUGE OREGON SHORTLINE RAILROAD GRADE TO THE POINT ON THE WEST QUARTER SECTION LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12, WHERE THE OLD NARROW GAUGE OREGON SHORTLINE RAILROAD GRADE DISECTS SAID QUARTER SECTION LINE, THENCE NORTH ALONG THE WEST LINE OF SAID QUARTER SECTION TO THE RIGHT OF WAY OF U.S. HIGHWAY 91, THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE SOUTH SIDE OF THE RIGHT OF WAY OF U.S. HIGHWAY 91 TO THE POINT OF BEGINNING, COMPRISING ALL OF THE PROPERTY OWNED BY THE PARTIES OF THE FIRST PART WEST OF THE DOWNATA ROAD, AND SOUTHWEST OF HIGHWAY NO. 91, IN SAID QUARTER SECTION.



ALSO EXCEPT:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 12 SOUTH, RANGE 37 E.B.M., BANNOCK COUNTY, IDAHO; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 21.12 FEET; THENCE NORTH $46^{\circ}44'$ EAST 1080 FEET; THENCE SOUTH $43^{\circ}16'$ EAST 280 FEET; THENCE SOUTH $46^{\circ}44'$ WEST TO A POINT IN THE SOUTH LINE OF SAID SECTION 12; THENCE WEST ALONG SAID SOUTH LINE TO THE TRUE POINT OF BEGINNING; TOGETHER WITH THE GROUND UNDER AND 10 FEET OF THE LAND BACK FROM ANY POINT OF THE BANK SURROUNDING THE HOT SPRINGS SUPPLYING WATER TO DOWNATA HOT SPRINGS, WHICH SPRING IS LOCATED IN THE SOUTHWEST QUARTER, SECTION 12, TOWNSHIP 12 SOUTH, RANGE 37 E.B.M. AND ALSO INCLUDING ONE MINER'S INCH OF WATER OUT OF SUCH HOT SPRINGS AS A PORTION OF THAT WHICH WAS DECREED TO ALEXANDER MARSHALL, IN THAT DECREE DATED APRIL 12, 1917, IN THE ACTION ENTITLED, "WILLIAM C. UNDERWOOD V. ALEXANDER MARSHALL", IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK, AS RECORDED IN BOOK 5 OF JUDGMENTS, PAGE 333, OF THE RECORDS OF BANNOCK COUNTY, THE USE OF WHICH WATER IS GRANTED TO BUYER FOR ANY PURPOSE HE CHOOSES AND FROM ANY POINT OF DIVERSION WHICH DOES NOT INTERFERE WITH OTHER ESTABLISHED RIGHTS.

PARCEL 2:

EAST HALF OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 12 SOUTH, RANGE 37 E.B.M. ALSO: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 12 SOUTH, RANGE 37 E.B.M.; THENCE RUNNING SOUTH 1,000 FEET ALONG THE EAST LINE OF SAID QUARTER SECTION, THENCE RUNNING IN A NORTHWESTERLY DIRECTION TO A POINT ON THE NORTH LINE OF SAID QUARTER SECTION 875 FEET WEST OF THE POINT OF BEGINNING; THENCE EAST ALONG THE NORTH LINE OF SAID QUARTER SECTION 875 FEET TO THE POINT OF BEGINNING. SAID PROPERTY BEING A TRIANGLE, AND BEING LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 12 SOUTH, RANGE 37 E.B.M. BANNOCK COUNTY, IDAHO. EXCEPTING THEREFROM:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 12 SOUTH, RANGE 37 E.B.M. THENCE RUNNING NORTH ALONG THE WEST QUARTER SECTION LINE OF SAID QUARTER SECTION A DISTANCE OF 650 FEET, THENCE EAST 610 FEET TO THE WEST RIM OF COAL PIT CANYON, THENCE IN A SOUTHERLY DIRECTION 650 FEET ALONG THE WEST RIM OF COAL PIT CANYON TO THE SOUTH LINE OF SAID QUARTER SECTION; THENCE WEST ALONG THE SOUTH LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING...

slm

IDAHO Department of Water Resources



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WATER RIGHT REPORT

1/22/2019

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 29-11054

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	JACK M HADLEY
Current Owner	JEAN M HADLEY
	25860 S DOWNATA RD
	DOWNEY, ID 83234
	2088975730

Priority Date: 05/01/1917

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
HOT SPRINGS	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	0.2 CFS	
STOCKWATER	01/01	12/31	0.03 CFS	
HEATING	01/01	12/31	0.04 CFS	
Total Diversion			0.27 CFS	

Location of Point(s) of Diversion:

HOT SPRINGS | SESWSW | Sec. 12 | Township 12S | Range 37E | BANNOCK County

HOT SPRINGS | SESWSW | Sec. 12 | Township 12S | Range 37E | BANNOCK County

Place(s) of use:

Place of Use Legal Description: IRRIGATION BANNOCK County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
12S	37E	12		SWSW	3		SESW	8						
		13		NENW	2									

Place of Use Legal Description: STOCKWATER BANNOCK County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
12S	37E	12		SWSW			SESW							

Place of Use Legal Description: HEATING BANNOCK County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
12S	37E	12		SWSW										

Total Acres: 13

Conditions of Approval:

1. B01 SOURCE IS ALSO KNOWN AS HOT SPRINGS.
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. E56 USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 13 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 29-00492, 29-11054

Dates:

Licensed Date:

Decreed Date: 03/22/2004

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: AND

Water District Number: 29H

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Combined Acres Limit: 13

Combined Volume Limit:

Combined Rate Limit:

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

IDAHO Department of Water Resources



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WATER RIGHT REPORT

1/22/2019

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 29-492

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	JACK M HADLEY
Current Owner	JEAN M HADLEY 25860 S DOWNATA RD DOWNEY, ID 83234 2088975730
Original Owner	ALEXANDER MARSHALL
Priority Date:	04/15/1917
Basis:	Decreed
Status:	Active

<u>Source</u>	<u>Tributary</u>
HOT SPRINGS	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	0.06 CFS	
Total Diversion			0.06 CFS	

Location of Point(s) of Diversion:

HOT SPRINGS|SESWSW|Sec. 12|Township 12S|Range 37E|BANNOCK County

Place(s) of use:

Place of Use Legal Description: IRRIGATION BANNOCK County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>

12S	37E	12	SWSW	3	SESW	8						
		13	NENW	2								

Total Acres: 13

Conditions of Approval:

1. B01 SOURCE IS ALSO KNOWN AS HOT SPRINGS.
2. E56 USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 13 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 29-00492, 29-11054
3. S35 THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS APRIL 1 AND MAY CONTINUE TO AS LATE AS OCTOBER 31, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 15 AND AFTER SEPTEMBER 15 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.
4. 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.

Dates:

Licensed Date:

Decreed Date: 03/22/2004

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: AND

Water District Number: 29H

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Combined Acres Limit: 13

Combined Volume Limit:

Combined Rate Limit:

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

A. Settlement Statement

B. Type of Loan

First American Title Company

Settlement Statement

1-5. Loan Type Conv. Unins.

6. File Number 421193-P

7. Loan Number

8. Mortgage Insurance Case Number

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown, items marked "(FOCI)" were paid outside this closing; they are shown here for informational purposes and are not included in the totals.

D. Name of Borrower: Mount Oxford Ranch Company
P.O., Box 185, Downey, ID 83234-1720

E. Name of Seller: Jack Hadley Estate
25860 S. Downata Rd., Downey, ID 83234

F. Name of Lender: Ireland Bank - Downey
17 East Center
Downey, ID 83234

G. Property Location: 25860 S. Downata Rd., Downey, ID 83234

H. Settlement Agent: First American Title Company
Address: 2240 E. Center, Pocatello, ID 83201

I. Settlement Date: 10/17/2012
Print Date: 10/16/2012, 1:02 PM
Disbursement Date: 10/17/2012
Signing Date:

Place of Settlement Address: 2240 E. Center, Pocatello, ID 83201

J. Summary of Borrower's Transaction

K. Summary of Seller's Transaction

100. Gross Amount Due From Borrower

400. Gross Amount Due To Seller

101. Contract Sales Price 325,000.00

401. Contract Sales Price

102. Personal Property

402. Personal Property

103. Settlement charges to borrower (line 1400) 3,191.00

403. Total Deposits

104.

404.

105.

405.

Adjustments for items paid by seller in advance

Adjustments for items paid by seller in advance

106. City/town taxes

406. City/town taxes

107. County taxes

407. County taxes

108. Assessments

408. Assessments

109.

409.

110.

410.

111.

411.

112.

412.

113.

413.

114.

414.

115.

415.

120. Gross Amount Due From Borrower 328,191.00

420. Gross Amount Due To Seller

200. Amounts Paid By Or In Behalf of Borrower

500. Reductions in Amount Due to Seller

201. Deposit or earnest money 10,000.00

501. Excess deposit (see instructions)

202. Principal amount of new loan(s) 232,000.00

502. Settlement charges (line 1400)

203. Existing loan(s) taken subject

503. Existing loan(s) taken subject

204.

504. Payoff of first mortgage loan

205.

505. Payoff of second mortgage loan

206.

506.

207.

507.

208.

508.

209.

509.

Adjustments for items unpaid by seller

Adjustments for items unpaid by seller

210. City/town taxes

510. City/town taxes

211. County taxes 01/01/12 to 10/17/12 @\$795.54/yr 632.07

511. County taxes

212. Assessments

512. Assessments

213. County Property Tax 01/01/12 to 10/17/12 @\$68.02/yr 54.04

513.

214.

514.

215.

515.

216.

516.

217.

517.

218.

518.

219.

519.

220. Total Paid By/For Borrower 242,686.11

520. Total Reduction Amount Due Seller

300. Cash At Settlement From/To Borrower

600. Cash At Settlement To/From Seller

301. Gross amount due from Borrower (line 120) 328,191.00

601. Gross amount due to Seller (line 420)

302. Less amounts paid by/for Borrower (line 220) 242,686.11

602. Less reductions in amounts due to Seller (line 520)

303. Cash (X From) (To) Borrower 85,504.89

603.

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent:

Date: 10/14/2012

* See Supplemental Page for details.

Seller initials: _____

* Buyer initials: RAT

PRORATE AND/OR ADJUST THE FOLLOWING AS OF **10/17/2012**

-CHECK THOSE WHICH APPLY-

- x 1. Taxes based on the amount of the tax statement set forth below under type of taxes for the year therein specified of the Tax Collector which has been issued prior to the close of escrow. No liability is assumed for the errors, omissions, and/or changes in the amount of the General County Taxes assessed on real and personal property by the County Assessor and/or Taxing Authority. (If the amount of the new tax bill issued by the Tax Collector after the close of escrow is more or less than the amount used for proration purposes, the difference, if any, will be adjusted by the parties herein outside of escrow.) **Sellers are to FORWARD to buyers any present or future tax bills on property herein.** TYPE OF TAXES: [x] Real Property **2011** [] Mobile Home [] Personal Property
- _____ 2. Rents/Security Deposits
- _____ 3. Condo or Homeowner's Association Dues
- _____ 4. City Water/Sewer
- _____ 5. City/County SID's (State Specific)
- _____ 6. Other

Seller initials: _____

* Buyer initials: RAT

LOAN CALCULATIONS/PAYOFFS

Loan amounts shown in seller(s) and buyer(s) settlement statements were determined from information provided to First American Title Company by the lender, or escrow provider, copies of which are available to the parties for inspection. Any inaccuracies or deficiencies in the calculation of these amounts by the lender or escrow provider remain the responsibility of the party legally obligated thereunder.

Seller initials: _____

* Buyer initials: RAT

WATER RIGHTS

The parties acknowledge that First American Title Company is not responsible for the transfer of any water, or water rights.

I hereby agree to hold you harmless from the failure of the transfer of water to myself regardless of the reason or cause. If any transfer of water is being done, it is an accommodation for me. I understand that you have not made a search of the water rights to this land. I further understand that you are not making any representation and warranty concerning said water rights.

Seller initials: _____

* Buyer initials: RAT

First American Title Company is hereby authorized and instructed to insert appropriate addresses on any and all documents generated by this escrow, that may or may not have been previously signed by buyers and/or sellers herein.

GENERAL PROVISIONS

MISCELLANEOUS FEES

Escrow Holder may incur certain additional costs on behalf of the parties for services performed by third party providers. The fees charged by Escrow Holder 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 Holder for such services.

**CLOSING ESCROW INSTRUCTIONS
PURCHASE**

Escrow No.: **421193-P**

Officer: **Terri Small**

Date: **October 17, 2012**

Buyer: **Mount Oxford Ranch Company, an Idaho Corporation**

To: **First American Title Company, 2240 E. Center, Pocatello, ID 83201**

I/We hereby agree to purchase the hereinafter property as described in Schedule A of Commitment No. **421193-P** situated in **Bannock County, Idaho** for a total consideration of **\$325,000.00** and will on or before closing hand you said consideration, which is payable as follows:

Earnest Money Deposit **\$10,000.00**
Balance of Sales Price in the amount of **\$315,000.00**
(closing costs and/or fees are additional)

I/We will deliver to you any additional funds and execute any instruments which are necessary to comply with the terms hereof, all of which you may use when you hold for me a Warranty Deed from:

**Sandra Hadley Morrison, Personal Representative of the Estate of Jack Hadley Estate, deceased,
Case #CV-2008-2079-IE**

You are authorized and instructed to issue the specified title insurance policy or policies, in the specified amounts, to-wit:

OWNERS ALTA HOMEOWNER'S \$	LENDERS EAGLE \$
OWNERS STANDARD \$325,000.00	OWNERS EXTENDED \$
LENDERS STANDARD \$	LENDERS EXTENDED \$232,000.00

on the property described on attached Order No.: **421193-P**

Showing title vested in: **Mount Oxford Ranch Company, an Idaho Corporation**

Subject to:

1. Paragraphs **1-11, 13** of Schedule 'B' of Owner's Commitment for Title Insurance Order No. **421193-P**, dated **August 10, 2012**, Revision No. **Third**, a copy of which is attached hereto.

2. Additional documents creating exceptions that will be recorded at the time of closing:

Letters of Personal Rep, WD, Mortgage

I have read the above referenced preliminary title commitment and approve the policy of title insurance to be issued as required by instructions to include the above vesting and exceptions:

* Buyers Initials: 

Seller(s) and Buyer(s) hereby acknowledge that all contingencies and conditions on the Buy/Sell Agreement dated 6/10/12 and addendums dated 8/30/12, have been either satisfied or negotiated outside of this escrow.



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region • 900 N SKYLINE DR STE A • IDAHO FALLS, ID 83402-1718

Phone: (208)525-7161 • Fax: (208)525-7177 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

May 06, 2019

MOUNT OXFORD RANCH CO
PO BOX 185
DOWNEY ID 83234-0185

Re: Change in Ownership for Water Right No(s): 29-492, 29-11054

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) 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) 525-7161.

Sincerely,

Cher Ramos
Technical Records Specialist 1

Enclosure(s)

cc: Water District 29H

RECEIVED

APR 29 2019

Department of Water Resources
Eastern Region

April 25, 2019

State of Idaho

Department of Water Resources

Eastern Region

900 North Skyline Drive, Suite A

Idaho Falls, ID 83402-1718

Re: Change of Ownership Water Right No. 29-492 & 29-11054

Dear State of Idaho Dept. of Water Resources

Attached are the Evidence of Water Right Ownership as requested by Jonie Barg, Technical Records Specialist.

Sincerely,



R. Eric Thompson, President

Mount Oxford Ranch Company



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls ID 83402-1718

Phone: (208) 525-7161 • Fax: (208) 525-7177

Website: idwr.idaho.gov • Email: easterninfo@idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

April 10, 2019

Mount Oxford Ranch Co
PO Box 185
Downey ID 83234

RE: Change in Ownership Water Right No. 29-492 & 29-11054

Dear Sir/Madam:

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

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

**** **Evidence of Water Right Ownership:** copy of Deed, or other legal document indicating your ownership of the property and/or water rights in question.

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

Please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact the Department if you have any questions.

Sincerely,

Jonie Barg
Technical Records Specialist

Enclosure(s)

SCANNED

APR 12 2019