

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

34-14000
34-14002
34-14004
RECEIVED
MAR 08 2016

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.	
34-13903	Yes ☒	Yes ☐	34-13990	34-13903 (Split into 34-13903 & 34-14598)
34-13905	Yes ☒	Yes ☐	34-13992	34-13905 (Split into 34-13905 & 34-14599)
34-13907	Yes ☒	Yes ☐	34-13994	34-13907 (Split into 34-13907 & 34-14600)
34-13986	Yes ☒	Yes ☐	34-13996	34-13986 (Split into 34-13986 & 34-14601)
34-13988	Yes ☒	Yes ☐	34-13998	Yes: 34-13988 (Split into 34-13988 & 34-14602)
				34-13990 (Split into 34-13990 & 34-14603)
				Yes: 34-13992 (Split into 34-13992 & 34-14604)
				Yes: 34-13994 (Split into 34-13994 & 34-14605)
				34-13996 (Split into 34-13996 & 34-14606)
				Yes: 34-13998 (Split into 34-13998 & 34-14607)
				Yes: 34-14000 (Split into 34-14000 & 34-14608)
				34-14002 (Split into 34-14002 & 34-14609)
				34-14004 (Split into 34-14004 & 34-14610)

2. Previous Owner's Name: L Vernon Woodbury
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Randy Woodbury
New owner(s) as listed on the conveyance document
- Name connector ☐ and ☐ or ☐ and/or
- Mailing address: 4021 Houston R. City: Mackay State: ID ZIP: 83251
- Telephone: 208-589-8543 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: 9/17/16

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):
- ☐ \$25 per undivided water right.
 - ☐ \$100 per split water right.
 - ☐ No fee is required for pending adjudication claims.
- ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
- ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: Randy Woodbury Title, if applicable: _____ Date: 3/7/2017
- Signature of new owner/claimant

Signature: _____ Title, if applicable: _____ Date: _____

Signature of new owner/claimant

For IDWR Office Use Only:

Received by: SC Date: 3/7/17 Receipt No. E042788 Receipt Amt. \$700.-

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: JB Date: 6/23/2017

SUPPORT DATA
IN FILE # 34-13903

RECEIVED
MAY 10 2017
Department of Water Resources
Eastern Region

202349
Custer County Req. of
Title One
Time 10:30 A M Date 9/16/2016
Lura H. Baker, Clerk
Lura H. Baker s2200
Deputy

AT 325593

PERSONAL REPRESENTATIVE'S DEED

THIS INDENTURE is made this 14 day of ^{Sept.} ~~May~~, 2016, between Bryce Woodbury and Susan Collins, as Co-Personal Representatives of the Estate of L. Vernon Woodbury, and Bryce Woodbury, as Personal Representative of the Estate of Vernetta B. Woodbury, the "Grantor", and Randy Woodbury, a married man dealing with his sole and separate property, whose mailing address is 4021 Houston Rd., Mackay, Idaho, 83251, the "Grantee".

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, and by these presents does grant and confirm unto the Grantee, and to Grantee's heirs and assigns forever, all of the following described property in the County of Custer, State of Idaho, to-wit:

See Attached Exhibit A

SUBJECT to all real property taxes and assessments, all existing patent reservations, easements, rights of way, protective covenants and other matters of record, all applicable zoning ordinances, building codes, laws and regulations, all encroachments, overlaps, boundary line disputes, claims of easements and other matters that would be disclosed by an accurate survey or inspection of the property.

TOGETHER with the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any remainders, and rents, issues, and profits therefrom; and all estate, right, title, and interest in and to said property, as well in law as in equity, of the Grantor.

TO HAVE AND TO HOLD, the premises and the appurtenances unto the Grantee, and to Grantee's heirs and assigns forever.

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

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.

Estate of L. Vernon Woodbury

By: Bryce Woodbury
Bryce Woodbury,
Co-Personal Representative

By: Susan Collins
Susan Collins,
Co-Personal Representative

Estate of Vernetta B. Woodbury

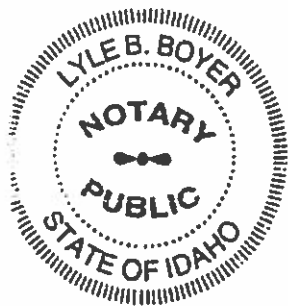
By: Bryce Woodbury
Bryce Woodbury,
Personal Representative

STATE OF IDAHO)
County of Butte)ss.

On the 14 day of Sept, 2016, before me, the undersigned, a notary public in and for said State, personally appeared Bryce Woodbury, known or identified to me to be the person whose name is subscribed to the within instrument as Co-Personal Representative of the Estate of L. Vernon Woodbury and acknowledged to me that he executed the same as such Co-Personal Representative.

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

(seal)



Lyle B. Boyer
Notary Public for Idaho
Residing at: Arco, Idaho
My Commission Expires: 6-5-2021

STATE OF IDAHO)

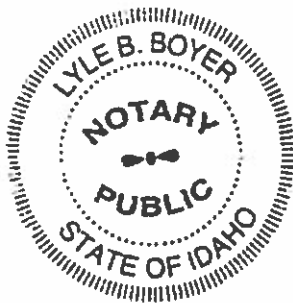
County of Butte)

)ss.

On the 14th day of ~~May~~ ^{Sept-13}, 2016, before me, the undersigned, a notary public in and for said State, personally appeared Susan Collins, known or identified to me to be the person whose name is subscribed to the within instrument as Co-Personal Representative of the Estate of L. Vernon Woodbury and acknowledged to me that she executed the same as such Co-Personal Representative.

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

(seal)



Lyle B. Boyer

Notary Public for Idaho

Residing at: Arw, IDMy Commission Expires: 6-5-2021

STATE OF IDAHO)

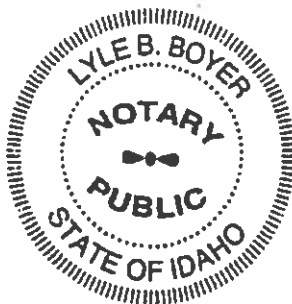
County of Butte)

)ss.

On the 14 day of ~~May~~ ^{Sept-13}, 2016, before me, the undersigned, a notary public in and for said State, personally appeared Bryce Woodbury, known or identified to me to be the person whose name is subscribed to the within instrument as Personal Representative of the Estate of Vernetta B. Woodbury and acknowledged to me that he executed the same as such Personal Representative.

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

(seal)



Lyle B. Boyer

Notary Public for Idaho

Residing at: Arw, IDMy Commission Expires: 6-5-2021

EXHIBIT "A"

325593

Parcel 1:

Part of the North Half and the Southeast Quarter of Section 17, Township 6 North, Range 25 East Boise Meridian, Custer County, Idaho, described as:

Commencing at the Northeast corner of Section 17; thence
 South 00°32'38" East 1344.44 feet along the East line of said Section 17 to the North 1/16 line of said section; thence
 North 89°58'17" West 280.19 feet along the North 1/16 line; thence
 South 01°51'29" East 1405.74 feet; thence
 South 89°29'17" West 1947.22 feet; thence
 North 45°04'05" West 1094.70 feet; thence
 North 00°22'30" East 1983.28 feet to the North line of the Northwest Quarter of said Section 17; thence
 South 88°49'51" East 235.34 feet along said North line of the Northwest Quarter to the North Quarter corner of said Section 17; thence
 North 89°40'48" East 2695.76 feet along the North line of the Northeast Quarter to the Northeast corner of said Section 17 and the Point of Beginning.

Excepting Therefrom

A portion of the Northeast Quarter of Section 17, Township 6 North, Range 25 East of the Boise Meridian, Custer County, Idaho, described as follows:

Commencing at the Northeast corner of said Section 17; thence
 South 00°32'38" East 944.44 feet to the Point of Beginning of this parcel of land; thence
 continuing
 South 00°32'38" East 400 feet to the North 1/16 line of said Section 17; thence
 South 89°58'17" West 175 feet; thence
 North 00°32'38" West 400 feet; thence
 North 89°58'17" East 175 feet to the East line of Section 17 and the Point of Beginning.

Further Excepting Therefrom:

A portion of the Northwest Quarter and the Northeast Quarter of Section 17, Township 6 North, Range 25 East of the Boise Meridian, Custer County, Idaho, described as follows:

Commencing at the Northeast corner of said Section 17; thence
 South 89°40'48" West 2,184.09 feet to the Point of Beginning of this parcel of land; thence
 continuing
 South 89°40'48" West 511.66 feet to the North Quarter corner of said Section 17; thence
 North 88°49'51" West 235.34 feet along the North line of the Northwest Quarter; thence

South 00°22'30" West 692 feet; thence
Northeasterly 1,018 feet, more or less, to the North line of the Northeast Quarter and the Point of
Beginning.

Parcel 2:

A portion of the Northeast Quarter of Section 17, Township 6 North, Range 25 East of the Boise
Meridian, Custer County, Idaho, described as follows:

Commencing at the Northeast corner of said Section 17; thence
South 00°32'38" East 944.44 feet to the Point of Beginning of this parcel of land; thence
continuing
South 00°32'38" East 400 feet to the North 1/16 line of said Section 17; thence
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North 00°32'38" West 400 feet; thence
North 89°58'17" East 175 feet to the East line of Section 17 and the Point of Beginning.

252349

#

Custer County Req. of

Title One

Time 10:30 A M Date 9/16/2016

Lura H. Baker, Clerk

Lura H. Baker \$22.00
Deputy

AT 325593

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THIS INDENTURE is made this 14 day of ^{Sept.}~~May~~, 2016, between Bryce Woodbury and Susan Collins, as Co-Personal Representatives of the Estate of L. Vernon Woodbury, and Bryce Woodbury, as Personal Representative of the Estate of Vernetta B. Woodbury, the "Grantor", and Randy Woodbury, a married man dealing with his sole and separate property, whose mailing address is 4021 Houston Rd., Mackay, Idaho, 83251, the "Grantee".

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, and by these presents does grant and confirm unto the Grantee, and to Grantee's heirs and assigns forever, all of the following described property in the County of Custer, State of Idaho, to-wit:

See Attached Exhibit A

SUBJECT to all real property taxes and assessments, all existing patent reservations, easements, rights of way, protective covenants and other matters of record, all applicable zoning ordinances, building codes, laws and regulations, all encroachments, overlaps, boundary line disputes, claims of easements and other matters that would be disclosed by an accurate survey or inspection of the property.

TOGETHER with the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any remainders, and rents, issues, and profits therefrom; and all estate, right, title, and interest in and to said property, as well in law as in equity, of the Grantor.

TO HAVE AND TO HOLD, the premises and the appurtenances unto the Grantee, and to Grantee's heirs and assigns forever.

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

[Signature Pages Follow]

252349

IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.

Estate of L. Vernon Woodbury

By: Bryce Woodbury
Bryce Woodbury,
Co-Personal Representative

By: Susan Collins
Susan Collins,
Co-Personal Representative

Estate of Vernetta B. Woodbury

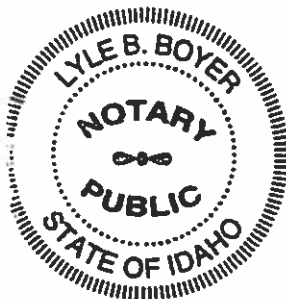
By: Bryce Woodbury
Bryce Woodbury,
Personal Representative

STATE OF IDAHO)
County of Butte)ss.
Sept-13

On the 14 day of May, 2016, before me, the undersigned, a notary public in and for said State, personally appeared Bryce Woodbury, known or identified to me to be the person whose name is subscribed to the within instrument as Co-Personal Representative of the Estate of L. Vernon Woodbury and acknowledged to me that he executed the same as such Co-Personal Representative.

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

(seal)



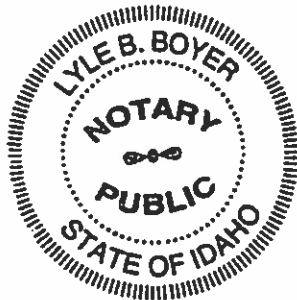
Lyle B. Boyer
Notary Public for Idaho
Residing at: Arco, Idaho
My Commission Expires: 6-5-2021

STATE OF IDAHO)
)ss.
 County of Butte)

On the 14th day of Sept ~~May~~, 2016, before me, the undersigned, a notary public in and for said State, personally appeared Susan Collins, known or identified to me to be the person whose name is subscribed to the within instrument as Co-Personal Representative of the Estate of L. Vernon Woodbury and acknowledged to me that she executed the same as such Co-Personal Representative.

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

(seal)



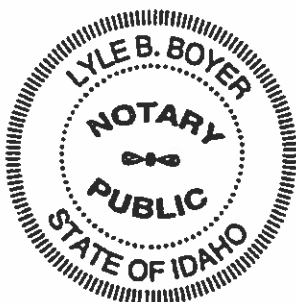
Lyle B. Boyer
 Notary Public for Idaho
 Residing at: Arw, ID
 My Commission Expires: 6-5-2021

STATE OF IDAHO)
)ss.
 County of Butte)

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

(seal)



Lyle B. Boyer
 Notary Public for Idaho
 Residing at: Arw, ID
 My Commission Expires: 6-5-2021

EXHIBIT "A"

325593

Parcel 1:

Part of the North Half and the Southeast Quarter of Section 17, Township 6 North, Range 25 East Boise Meridian, Custer County, Idaho, described as:

Commencing at the Northeast corner of Section 17; thence
South 00°32'38" East 1344.44 feet along the East line of said Section 17 to the North 1/16 line of said section; thence
North 89°58'17" West 280.19 feet along the North 1/16 line; thence
South 01°51'29" East 1405.74 feet; thence
South 89°29'17" West 1947.22 feet; thence
North 45°04'05" West 1094.70 feet; thence
North 00°22'30" East 1983.28 feet to the North line of the Northwest Quarter of said Section 17; thence
South 88°49'51" East 235.34 feet along said North line of the Northwest Quarter to the North Quarter corner of said Section 17; thence
North 89°40'48" East 2695.76 feet along the North line of the Northeast Quarter to the Northeast corner of said Section 17 and the Point of Beginning.

Excepting Therefrom

A portion of the Northeast Quarter of Section 17, Township 6 North, Range 25 East of the Boise Meridian, Custer County, Idaho, described as follows:

Commencing at the Northeast corner of said Section 17; thence
South 00°32'38" East 944.44 feet to the Point of Beginning of this parcel of land; thence
continuing
South 00°32'38" East 400 feet to the North 1/16 line of said Section 17; thence
South 89°58'17" West 175 feet; thence
North 00°32'38" West 400 feet; thence
North 89°58'17" East 175 feet to the East line of Section 17 and the Point of Beginning.

Further Excepting Therefrom:

A portion of the Northwest Quarter and the Northeast Quarter of Section 17, Township 6 North, Range 25 East of the Boise Meridian, Custer County, Idaho, described as follows:

Commencing at the Northeast corner of said Section 17; thence
South 89°40'48" West 2,184.09 feet to the Point of Beginning of this parcel of land; thence
continuing
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252349

South 00°22'30" West 692 feet; thence
Northeasterly 1,018 feet, more or less, to the North line of the Northeast Quarter and the Point of
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Parcel 2:

A portion of the Northeast Quarter of Section 17, Township 6 North, Range 25 East of the Boise
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 South 89°29'17" West 1947.22 feet; thence
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 North 00°32'38" West 400 feet; thence
 North 89°58'17" East 175 feet to the East line of Section 17 and the Point of Beginning.

The following described equipment including all replacements or substitutions for such equipment:

Irrigation Equipment

Eight-tower Valley center pivot

75 horsepower US Electric motor with a turbine-style pump located on the west side of the property
 Approximately 1,320 feet of buried mainline

The following described water rights including all replacements, substitutions or reconstitutions of these rights:

Ground Water

- Water Right 34-13903, Decreed, Priority Date 08/29/1960 for 1.63 CFS over 81.5 acres, 285.2 AFA
- Water Right 34-13905, Decreed, Priority Date 12/17/1961 for 0.12 CFS over 6.0 acres, 21.1 AFA
- Water Right 34-13907, Decreed, Priority Date 01/03/1975 for 0.31 CFS over 74.9 acres, 63.3 AFA

Initial _____ Date _____



TitleOne
a title & escrow co.

TitleOne Corporation: Arco
260 W. Grand Avenue
PO Box 802
Arco, ID 83213

File Number: 16271940
Sales Price: \$500,000.00
Close Date: 9/14/2016
Disbursement Date: 9/16/2016

SELLER(S) CLOSING STATEMENT

Type: Escrow Only

Property: 4021 HOUSTON RD
MACKAY, ID 83251 (CUSTER)

Buyer(s): RANDY WOODBURY
4037 W, 4300 N.
Mackay, ID 83251

Seller(s): THE ESTATE OF L. VERNON WOODBURY AND VERNETTA B. WOODBURY
4029 W. 4100 N.
Mackay, ID 83251

Lender: USA acting through the Farm Service Agency, USDA

Address: 725 Jensen Grove Drive, Suite 2, Blackfoot, ID 83221

Description	Debit	Credit
Deposits, Credits, Debits		
Sale Price of Property		\$500,000.00
Inheritance credit for Buyer	\$100,000.00	
Title Charges		
Title - Lender's Title Insurance to Alliance Title & Escrow Corporation		
Title - Settlement or closing fee to TitleOne Corporation: Arco	\$637.50	
Courier Fee - Custer Recorder for Correction QCD & Letters Test.	\$6.45	
Government Recording and Transfer Charges		
Recorded Corrected QCD from Kirk Woodbury to TitleOne Corporation: Arco \$13.00	\$13.00	
Recording Fee for Letters Testamentary (2) to TitleOne Corporation: Arco \$20.00	\$20.00	
Totals	\$100,676.95	\$500,000.00

Balance Due TO Seller: \$399,323.05

APPROVED AND ACCEPTED

SELLER(S)

Estate of L. Vernon Woodbury

By:


Bryce Woodbury, Co-Personal Representative

By:

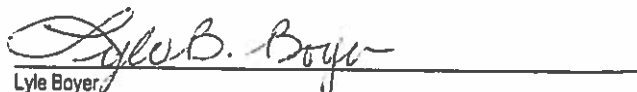

Susan Collins, Co-Personal Representative

Estate of Vernetta B. Woodbury

By:


Bryce Woodbury, Personal Representative

SETTLEMENT COORDINATOR


Lyle Boyer



260 W. Grand Avenue, PO Box 802
Arco, ID 83213
Ph. (208)527-8517
Fx.
www.titleonecorp.com

Escrow Closing Instructions (Purchase)

Escrow No. 16271940

Date: 09/14/2016

To: TitleOne Corporation

Before close of escrow **The Estate of L. Vernon Woodbury and Vernetta B. Woodbury** deposited, or will deposit with you, under these instructions, the following:

- (x) Fully-executed Warranty Deed in favor of Buyer herein
- (x) Closing Disclosure and/or HUD-1 Closing Statement and/or Escrow Closing Statement
- (x) 1099 Form
- (x) Loan documents required by Lender
- (x) Affidavit and Indemnity as to Debts, Liens and Possession

which you are hereby authorized and instructed to deliver, release and/or record when you have for the account of Seller **\$500,000.00** subject to any charges and/or credit authorized herein.

Randy Woodbury deposited, or will deposit with you, a cashier's check or other certified funds as required to comply with these instructions, and the following:

- (x) Closing Disclosure and/or HUD-1 Closing Statement and/or Escrow Closing statement
- (x) Loan documents required by lender

Earnest money in the amount of **\$0.00** has been deposited with by the buyer.

1. You are hereby authorized and directed to use the funds and documents described above, when you are able to close in accordance with the instructions below:
 - a. When you are in a position to issue, or have issued, an ALTA policy (or policies) of title insurance insuring the buyer (or as otherwise hereinafter provided) in the form as follows:

in the amount of **\$500,000.00** on the real property described in Title Commitment No. **325593 (Alliance Title & Escrow Corp.)**, which the undersigned have read and approved, which will show record title vested in: **Randy Woodbury**, free and clear of all encumbrances except for the insuring clauses, exceptions, exclusions, provisions and stipulations customarily contained in the printed provisions of such form and **Exceptions 1-17**, as set forth in above referenced Title Commitment dated September 9, 2016, AND Mortgage executed by **LeLand Randy Woodbury and Gina Aikele Woodbury**, dated **September 14, 2016** for the payment of **\$300,000.00**, in favor of **Farm Service Agency**.

- b. Then you are instructed to disburse deposited funds pursuant to the escrow closing statement(s) examined and approved by the parties hereto and by this reference made a part hereof. Proceeds of this escrow may be disbursed by your check payable to the respective parties, and your checks and documents may be mailed to the addresses set forth herein. Escrow Holder has been instructed to prepare certain documents in connection with this transaction

which documents have been read and approved by the parties as to form, content, and terms and have been approved for use in this escrow:

Documents Prepared By Escrow: Quitclaim Deed

2. You are instructed to prorate as of **September 16, 2016** the following: **2016 TAXES WILL NOT BE PRORATED**, and it is understood that the prorated charges shown upon the escrow closing statement are prorated as of that date. Assume a per diem basis (based on 365 days per year) in the proration herein provided, and unless parties otherwise instruct you, you are to use the information contained in the last available tax statement, rental statement, or beneficiary's statement delivered into escrow for the prorations provided above. It is understood and agreed that the real property tax proration herein is based on **2016 Estimated taxes** in the amount of . The undersigned parties hereby affirm and agree that Escrow Holder, its employees, agents, or assigns have not made any warranties as to the accuracy of these tax figures. Further, the undersigned parties agree that should the actual tax, as shown in the tax statement forwarded by the Assessor's office during the year of sale, differ from the figure represented in the closing statement, the parties will make adjustment between themselves, outside of escrow. Escrow Holder shall not be responsible or liable for reimbursements as required thereby.
3. All water and utility charges will be handled by the principals outside of escrow. Escrow Holder is not to be concerned with or responsible for transfer of keys and/or physical possession of the property.
4. Unless specifically provided elsewhere in these instructions, the cancellation, transfer or purchase of fire or other casualty insurance shall be handled by the parties outside of this escrow.
5. You are authorized to deduct from Seller's proceeds any additional monies due on loan payoffs or other demands as necessary to effectuate title as described above, and Seller agrees to reimburse you for any charges incurred by you in connection with obtaining said payoffs or demands. The parties understand that there may be adjustments on interest or unusual recording fees after the signing of these instructions. You are further authorized to deduct same from Seller's proceeds and/or deduct from Buyer's funds any payments made by you for said recording fees.
6. All money received by you in this escrow is to be deposited in your trust account pending closing. Seller and/or Buyer hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Escrow Holder has or may have other banking relationships and further consent to the retention by Escrow Holder and/or its affiliates, if any, and all benefits which may be received from such financial institutions by reason of their maintenance of said trust accounts. Unless otherwise specifically agreed, you may commingle funds received by you in escrow with escrow funds of others and may deposit such funds in a checking account with any federally insured bank. It is understood that you shall be under no obligation to invest funds deposited with you on behalf of any depositor, nor shall you be accountable to the depositor for any earnings or other incidental benefits attributable to the funds which may be received by you while you hold such funds.
7. These instructions are effective for **15 days** from the date hereof, and thereafter, without written instructions to continue, you are authorized and instructed to cancel this escrow. I/We, jointly and severally, agree to pay your cancellation fee and all charges in connection therewith. In the event of cancellation of this escrow, all funds, except loan funds, shall be held subject to written cancellation instructions executed by all principals involved.
8. These escrow closing instructions may be executed in counterpart with like effect as if all signatures appeared on a single copy.
9. You are bound solely by the provisions set forth in these escrow instructions and the parties hereto understand that you are not a party to any earnest money receipt and agreement or commission agreement (agreements), executed by the parties herein, and that said agreements (and amendments thereto, if any) is (are) not a part of these escrow closing instructions.
10. You are to be concerned only in the performance of your duties in compliance with these escrow closing instructions. You are to assume no liability for the sufficiency or enforceability of any provisions in said agreements. The undersigned

hereby affirm that all of the terms and conditions contained in the earnest money agreement have been met or waived to the complete satisfaction of the parties.

11. You are instructed to furnish to any broker or lender identified with this transaction, or anyone acting on behalf of such broker or lender, any information concerning this escrow upon request of said broker or lender.
12. Should any disputes arise between parties interested in property or funds covered by these instructions, you shall have the option to hold all matters pending in their then existing status or to join in or commence a court action, or to bring an action in interpleader, at your option. Upon your determination to hold this escrow open for determination of the rights of the parties, you will be relieved of all responsibility to proceed until the rights of the parties are settled to your satisfaction. Further, you as escrow holder shall be entitled to continue to so refrain to act until (a) the parties hereto have reached an agreement in their differences and shall have notified the escrow holder in writing of such agreement or (b) the rights of the parties have been duly adjudicated by a Court of competent jurisdiction. It is further agreed that in the event of any suit or claim made against you by either or both parties to this escrow or in the event any suit is instituted by you to resolve your responsibility regarding conflicting claims of both parties to this escrow, that said parties, jointly and severally, shall be required to pay you all expenses, costs and reasonable attorney's fees incurred by you in connection therewith, whether suit is instituted by you or any of the parties hereto, or not.
13. In the event of any disagreement between the parties hereto, or demands or claims made upon you by the parties hereto or interested herein or by any other party, you, as escrow holder, shall have the right to employ legal counsel to advise and/or represent you in any Suit or action brought affecting this escrow or the papers held in connection herewith or to bring an action in interpleader, at your option. The parties hereto shall be jointly and severally liable to you for any and all attorney's fees, costs, and disbursements incurred by you in connection with the employment of counsel in such conflict and, upon demand, the parties shall forthwith pay the same to you, as escrow holder. If you are required to institute suit to collect such sums as are owed to you pursuant to this or any other provision of this instructions, you shall further be entitled to payment by the parties found liable for such unpaid charges of any costs and attorney's fees incurred in the prosecution of such action.
14. Buyer and Seller acknowledge and agree that Escrow Holder will rely on the payoff amount provided by Seller's lender prior to closing as being the entire and final amount due to Seller's lender in closing the real estate transaction hereunder ("Transaction"). If Seller's lender demands after closing (1) that Escrow Holder pay Seller's lender additional funds or fees that were not otherwise included in the payoff amount provided to Escrow Holder prior to closing, or (2) refuses to reconvey or release its security interest in the real property for any reason whatsoever then Buyer and Seller agree as follows:
 - a. Escrow Holder may reverse the Transaction and return Buyer and Seller back to the position in which they were before closing and otherwise return any funds to any party who deposited the same into escrow, including, without limitation, Buyer's lender.
 - b. if Escrow Holder reverses the Transaction, Buyer and Seller hereby agree to release and hold Escrow Holder harmless for any and all claims, damages, costs, expenses, fees, penalties, and liabilities (including reasonable attorneys' fees) arising out of or related to Escrow Holder's reversing of the Transaction, without limitation (i) any direct, consequential nominal, restitutionary, or punitive damages and (ii) any fees Buyer or Seller may have paid to a third-party in connection with the Transaction, including lenders' fees and qualified intermediary fees,
 - c. Buyer and Seller will execute any and all documents required by Escrow Holder to reverse the Transaction, including, without limitation, all deeds necessary to transfer the real property back to Seller,

Notwithstanding anything to the contrary in these escrow instructions, this Section 14 of the escrow instructions and the duty to release and hold Escrow Holder harmless hereunder shall survive the termination or expiration of these instructions and the closing of the Transaction.

15. If for any reason, funds are retained or remain in escrow after closing date, you are to deduct there from a reasonable monthly charge as custodian thereof of not less than \$10.00 per month.

Additional Instructions

Declaration of Escrow Services

Both Buyer and Seller acknowledge the following by their signatures below:

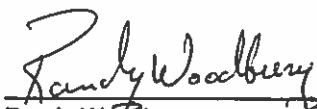
1. We have been specifically informed that TitleOne is not licensed to practice law and no legal or accounting advice has been offered by TitleOne or any of its employees. We have been further informed that TitleOne is acting only as escrow holder and that it is forbidden by law from offering any advice to any party respecting the merits of this escrow transaction or the nature and content of the documents executed herein, and that it has not done so.
2. We have been requested by Escrow Holder to seek legal counsel of our own choosing at our own expense, if we have any doubt concerning any aspect of this transaction.
3. We have been afforded adequate time and opportunity to read and understand these escrow instructions and all other documents referred to therein.
4. These escrow closing instructions constitute the entire agreement between the escrow holder and the undersigned parties. Any amendments and/or supplements to these instructions must be made in writing.
5. We further understand that TitleOne assumes no liability as to any law, ordinance, or governmental regulations including, but not limited to, building, zoning and division of land ordinances and assumes no responsibility for determining that the parties to the escrow have complied with the requirements of the Truth in Lending, Consumer Protection Act (Public Law 90-321), or similar laws.

THE UNDERSIGNED HAVE READ AND FULLY UNDERSTAND THE FOREGOING ESCROW CLOSING INSTRUCTIONS AND ALSO THE DECLARATION SET FORTH ABOVE AND AGREE TO THE SAME.

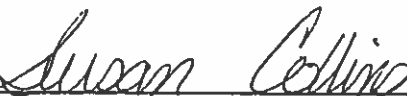
Estate of L. Vernon Woodbury

By:


Bryce Woodbury, Co-Personal Representative

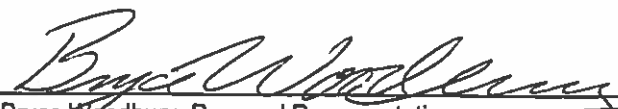

Randy Woodbury

By:


Susan Collins, Co-Personal Representative

Estate of Vernetta B. Woodbury

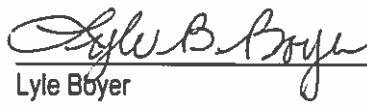
By:


Bryce Woodbury, Personal Representative

Forwarding address (Buyer)

Forwarding address (Seller)

Acknowledged by: TitleOne Corporation



Lyle Boyer



260 W. Grand Avenue, PO Box 802
Arco, ID 83213
Ph. (208)527-8517
Fx.
www.titleonecorp.com

Affidavit and Indemnity as to Debts, Liens and Possession

(To be filled in personally by Seller in his own handwriting)

Order Number: 16271940
Property Address: 4021 Houston Rd, Mackay, ID 83251

Before me, the undersigned authority, on this day personally appeared **The Estate of L. Vernon Woodbury and Vernetta B. Woodbury**, personally known to me to be the person whose name is subscribed hereto and upon his oath deposes and says that no proceedings in bankruptcy or receivership have been instituted by or against him and that the marital status of Affiant has not changed since the date of acquisition of said property and represents to the buyer and/ or lender in this transaction that there are:

1. No unpaid debts for plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennae, carpeting, rugs, lawn sprinkling systems, venetian blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statement, security agreement or otherwise, except as indicated below. If none, please handwrite "None."

Secured Party

Approximate Amount

None

2. No loans or liens (including Federal or State liens and judgment liens) and no unpaid governmental or association taxes of any kind on such property other than as disclosed on the preliminary title report and/or settlement statement, except as indicated below. If none, please handwrite "None."

Creditor

Approximate Amount

None

3. All labor and material used in the construction of improvements on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the erection of improvements have been fully paid and satisfied, except as indicated below. If none, please handwrite "None."

Potential Claimant

Approximate Amount

None

4. No parties in possession other than Affiant, except as follows:

5. To be completed if a sale: The Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign entity (as defined in the Internal Revenue Code and Income Tax Regulations). Seller's US Tax identification is: . Seller's address is: 4029 W. 4100 N., Mackay, ID 83251. This affidavit may be disclosed to the Internal Revenue Service and is furnished to Buyer to inform Buyer that withholding tax is not required under section 1445 of the Internal Revenue Code.
6. Indemnity: I agree to pay on demand to the purchasers, lender, TitleOne Corporation and/or any underwriter issuing title insurance in this transaction, their successors and assigns, all amount 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 purchasers, lender, TitleOne Corporation and/or the underwriter in this transaction are relying on the representations contained herein in purchasing same or lending money thereon and would not purchase same or lend money thereon unless said representations were made. If seller or borrower is an entity, I have authority to sign on its behalf.

Date: September 14, 2016

Estate of L. Vernon Woodbury

By: Bryce Woodbury
Bryce Woodbury, Co-Personal Representative

By: Susan Collins
Susan Collins, Co-Personal Representative

Estate of Vernetta B. Woodbury

By: Bryce Woodbury
Bryce Woodbury, Personal Representative

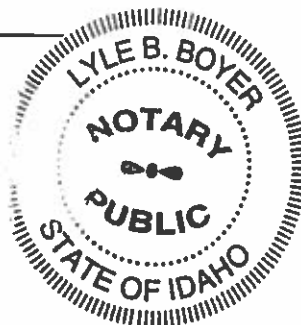
State of IDAHO

ss.

County of BUTTE

On this 14th day of September in the year of 2016, before me, the undersigned, a notary public in and for said state, personally appeared Bryce Woodbury, known or identified to me to be the person whose name is subscribed to the within instrument, as the Co-Personal Representative of the Estate of L. Vernon Woodbury, and acknowledged to me that he executed the same as such Personal Representative.

Lyle B. Boyer
Notary Public
Residing In: Arco, ID
My Commission Expires: 6-5-2021
(seal)



State of IDAHO

ss.

County of BUTTE

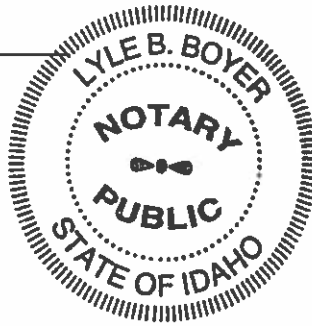
On this 14th day of September in the year of 2016, before me, the undersigned, a notary public in and for said state, personally appeared Susan Collins, known or identified to me to be the person whose name is subscribed to the within instrument, as the Co-Personal Representative of the Estate of L. Vernon Woodbury, and acknowledged to me that she executed the same as such Personal Representative.



Notary Public

Residing In: Arco, ID

My Commission Expires: 6-5-2021
(seal)



State of IDAHO

ss.

County of BUTTE

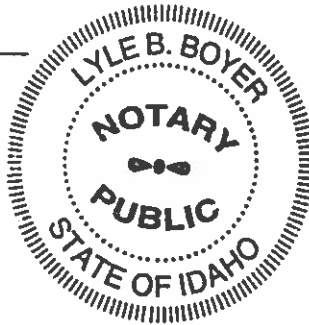
On this 14th day of September in the year of 2016, before me, the undersigned, a notary public in and for said state, personally appeared Bryce Woodbury, known or identified to me to be the person whose name is subscribed to the within instrument, as the Personal Representative of the Estate of Vernetta B. Woodbury, and acknowledged to me that he executed the same as such Personal Representative.



Notary Public

Residing In: Arco, ID

My Commission Expires: 6-5-2021
(seal)



SUBSTITUTE FORM 1099-S
PROCEEDS FROM REAL ESTATE TRANSACTIONS
FOR THE TAX YEAR: 2016
OMB No. 1545-0997

SETTLEMENT AGENT/FILER'S NAME AND ADDRESS

TitleOne Corporation
260 W. Grand Avenue, PO Box 802
Arco, ID 83213
(208)527-8517

Filer's Federal Tax ID Number: 74-2956198
FILE NUMBER: 16271940

SELLER/TRANSFEROR'S NAME AND ADDRESS

The Estate of L. Vernon Woodbury

Transferor's Federal Tax ID Number:

529-44-9018

The Estate of Vernetta B. Woodbury
4029 W. 4100 N.
Mackay, ID 83251

529-36-7252

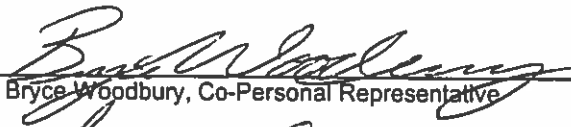
1) Date of Closing: September 14, 2016	2) Gross Proceeds: \$500,000.00	4) X here if property or services received:	5) Buyer's part of real estate tax:
3) Address or Legal Description: 4021 Houston Rd, Mackay, ID 83251			

THIS IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION MAY BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED.

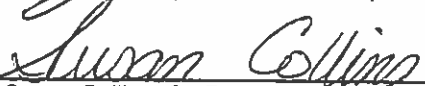
YOU ARE REQUIRED BY LAW TO PROVIDE TitleOne Corporation WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER. IF YOU DO NOT PROVIDE TitleOne Corporation WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER, YOU MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES IMPOSED BY LAW.

Estate of L. Vernon Woodbury

By:


Bryce Woodbury, Co-Personal Representative

By:


Susan Collins, Co-Personal Representative

Estate of Vernetta B. Woodbury

By:


Bryce Woodbury, Personal Representative

Instructions for Transferor

For sales or exchanges of certain real estate, the person responsible for closing a real estate transaction must report the real estate proceeds to the Internal Revenue Service and must furnish this statement to you. To determine if you have to report the sale or exchange of your main home on your tax return, see the 2016 Schedule D (Form 1040) instructions. If the real estate was not your main home, report the transaction on Form 4797, Sales of Business Property, Form 6252, Installment Sales Income, and/or Schedule D (Form 1040), Capital Gains and Losses.

You may have to recapture (pay back) all or part of a Federal mortgage subsidy if all the following apply:

- You received a loan provided from the proceeds of a qualified mortgage bond or you received a mortgage credit certificate.
- Your original mortgage loan was provided after 1990, and
- You sold or disposed of your home at a gain during the first 9 years after you received the Federal mortgage subsidy.

This will increase your tax. See Form 8828, Recapture of Federal Mortgage Subsidy, and Pub. 523, Selling Your Home.

If you have already paid the real estate tax for the period that includes the sale date, subtract the amount in box 5 from the amount already paid to determine your deductible real estate tax. But if you have already deducted the real estate tax in a prior year, generally report this amount as income on the "Other income" line of Form 1040. For more information, see Pub. 523.

For Paperwork Reduction Act Notice, see the 2016 Instructions for Forms 1099, 1098, 5498, and W-G2.

Department of the Treasury - Internal Revenue Service



260 W. Grand Avenue, PO Box 802
Arco, ID 83213
Ph. (208)527-8517
Fx.
www.titleonecorp.com

Disbursement of Proceeds

Order Number: 16271940

The undersigned hereby instructs TitleOne Corporation to disburse proceeds due the undersigned, without further instruction and/or authorization, as follows:

_____ Pick up: Please call _____ when ready.

Pickup Location: _____ Arco branch _____ 1614 Elk Creek Dr., IF

☒ **Deposit*** (Idaho Falls bank only) at:

Bank Name _____

Account No. _____

Account Name _____

*TitleOne Corporation is pleased to offer courtesy deposits for our customers.

We will make every effort to deposit funds on the same day of funding. Funds received and disbursed after 3:00 may not be deposited until the following business day.

Please note that funds may not be immediately available due to restrictions that your bank may place on our check. Contact your bank if you have questions regarding any "Hold" that may be placed on your check.

~~Wire (\$45.00 charge):~~

Bank Name East Idaho Credit Union

Bank Address/Phone _____

ABA No. 324173082

Account No. 110051509

Overnight (\$25.00 charge):

Recipient Name _____

Recipient Street Address _____

Recipient City, State, Zip, Phone _____

Date: September 14, 2016

Estate of L. Vernon Woodbury

By: Bryce Woodbury
Bryce Woodbury, Co-Personal Representative

By: Susan Collins
Susan Collins, Co-Personal Representative

Estate of Vernetta B. Woodbury

By: Bryce Woodbury
Bryce Woodbury, Personal Representative



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N Skyline Dr., Ste A, Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 FAX: (208) 525-7177 www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

June 27, 2017

Randy Woodbury
4021 Houston Rd
Mackay ID 83251

RE: Change of Ownership for Water Rights 34-13903 (Split into 34-13903 & 34-14598), 34-13905 (Split into 34-13905 & 34-14599), 34-13907 (Split into 34-13907 & 34-14600), 34-13986 (Split into 34-13986 & 34-14601), 34-13988 (Split into 34-13988 & 34-14602), 34-13990 (Split into 34-13990 & 34-14603), 34-13992 (Split into 34-13992 & 34-14604), 34-13994 (Split into 34-13994 & 34-14605), 34-13996 (Split into 34-13996 & 34-14606), 34-13998 (Split into 34-13998 & 34-14607), 34-14000 (Split into 34-14000 & 34-14608), 34-14002 (Split into 34-14002 & 34-14609), 34-14004 (Split into 34-14004 & 34-14610)

Dear Water Right Holder:

The department acknowledges receipt of correspondence changing ownership and splitting the above referenced water right. The department has modified its records to reflect the changes and has enclosed computer-generated reports for your records.

Your portion of the water right has a specified point of diversion, nature of use and place of use. If you plan on changing any of these, including adding a new point of diversion, then an Application for Transfer on your portion of this right is required. If you do not plan on changing any items on your water right, then no further action is required at this time.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been deliberately abandoned or forfeited 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 Sections 42-222 and 42-223, Idaho Code.

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 this office if you have any questions regarding this matter.

Sincerely,

Jonie Barg
Technical Records Specialist

Enclosures

cc: Bryce Woodbury
Stephanie Woodbury
Water District 34
Big Lost River Ground Water District