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MAY 15 2014

WATER RESOURCES
WESTERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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JUN 30 2014

WATER RESOURCES
WESTERN REGION

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.

Permit

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
105-139517	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name:

Bob Albrecht

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

Terry J Greene

Name of each new owner as listed on the conveyance document

Sue E Greene

New owner continued

Name connector

☐ and☒ or☐ and/or

2805 Pole Line Rd East

Mailing address

Twin Falls

Id 83301

City

State

ZIP

208-731-4372

Telephone

Email

greenetj@msn.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: 8-2013

6. 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.

7. Signature:

Signature of new owner/claimant

Title, if applicable

Date

- Signature:

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by J. Strange

Date 5-15-14

Receipt No. W042121

Receipt Amt. 25.00

Approved by kw

Processed by kw

Date 7-28-2014

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WATER RESOURCES
WESTERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
Permit 105-13957	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name:

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

Terry J Greene

Name of each new owner as listed on the conveyance document

Sue E Greene

New owner continued

Name connector ☐ and ☒ or ☐ and/or

2805 Pole Line Rd East

Mailing address

Twin Falls

City

Id

83301

State ZIP

208-731-4372

Telephone

Email

greene.tj@msn.com

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For IDWR Office Use Only:

Received by J. Strange

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Receipt No. W042121

Receipt Amt. 25.00

Approved by

Processed by

Date



Pioneer Title Co.

BOISE, IDAHO

8151 W. Riffman Street
Boise, ID 83704

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

File No. 532221

Instrument # 240492

IDAHO CITY, BOISE COUNTY, IDAHO
08-01-2013 16:59:20 PM No. of Pages: 2
Recorded for: PIONEER TITLE COMPANY OF ADA
MARY T. PRISCO Fee: \$13.00
Ex-Officio Recorder Deputy Dee Woodstrom
Index to: DEEDS
Electronically Recorded by Simplifile

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JUN 27 2014

WATER RESOURCES
WESTERN REGION

WARRANTY DEED

For Value Received

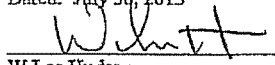
W. Lee Hudson, a married man as his sole and separate property
hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

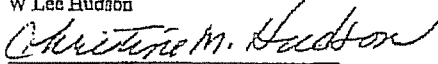
Terry J. Greene and Sue E. Greene, husband and wife
hereinafter referred to as Grantee, whose current address is 2805 Polcline Road E Twin Falls, ID 83301
The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

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

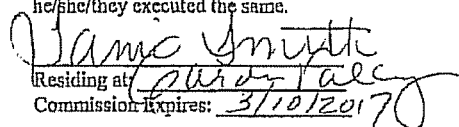
Dated: July 30, 2013


W Lee Hudson


Christine M. Hudson

By my signature above I am conveying my
homestead rights as set forth in the Idaho
Code Section 55-1007 and for no other
purpose as I have no interest in the subject
property.
State of IDAHO, County of Ada

On this 0th day of July in the year of 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared W. Lee Hudson and Christine M. Hudson, known or identified to me to be the person/persons whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.


Residing at Paradise Valley

Commission Expires: 3/10/2017

TAMI SMITH
Notary Public
State of Idaho

EXHIBIT A

Parcel 2 of Record of Survey recorded April 8, 2009 as Instrument No. 218573, being a portion of Lot 3 of Wooded River Subdivision, according to the official plat thereof, recorded as Instrument No. 137910, records of Boise County, Idaho, and more particularly described as follows:

Beginning at an iron pin marking the Southerly corner of said Lot 3, also being the Easterly corner of Lot 4 of said Wooded River Subdivision; thence

North 67°21'32" West 220.12 feet along the common lot line to said Lots 3 and 4 to an iron pin; thence

North 27°04'53" East 67.26 feet to an iron pin; thence

North 58°11'25" West 142.85 feet to an iron pin on the mean high water line of the left bank of the Middle Fork of the Payette River; thence along said Mean high water line of the left bank of the Middle Fork of the Payette River and the Western boundary of said Lot 3; the following courses and distances:

North 54°54'57" East 66.49 feet to an iron pin; thence

North 78°11'17" East 42.51 feet to an iron pin marking the Northerly corner of said Lot 3, also being common to the Northwest corner of Lot 2 of said Wooded River Subdivision; thence leaving said mean high water line

South 44°32'49" East 355.09 feet along the Northeasterly boundary of said Lot 3 to an iron pin, marking the Easterly corner of said Lot 3; thence

South 74°56'30" West 53.00 feet along the Southerly boundary of said Lot 3 to the Point of Beginning.

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WATER RESOURCES
WESTERN REGION

SECTION 1031 ASSIGNMENT AND ASSUMPTION AGREEMENT
(REPLACEMENT PROPERTY)

THIS SECTION 1031 ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made by and between Terry J. Greene and Sue E. Greene and Title Financial Exchange Services, Inc. ("Assignee").

RECITALS

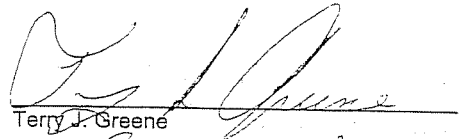
- A. Terry J. Greene and Sue E. Greene have entered into that certain Real Estate Purchase and Sale Agreement, dated 5/23/2013, including all addendums and counteroffers thereto, between Terry J. Greene and Sue E. Greene, as Buyer(s), and W Lee Hudson, as Seller(s) (the "Purchase and Sale Agreement"), which Purchase and Sale Agreement is incorporated herein by this reference thereto.
- B. Terry J. Greene and Sue E. Greene and Assignee have executed that certain Deferred Exchange Agreement dated 7/25/2013, which is incorporated by this reference thereto.
- C. As anticipated under said Purchase and Sale Agreement, and pursuant to said Exchange agreement, Terry J. Greene and Sue E. Greene desire(s) to assign said Purchase and Sale Agreement to Assignee, and Assignee desires to accept and assume the same.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Terry J. Greene and Sue E. Greene hereby assigns, transfers and sets over unto Assignee all of Terry J. Greene and Sue E. Greene rights, title and interest in said Purchase and Sale Agreement.
- 2. Assignee hereby accepts said assignment from Terry J. Greene and Sue E. Greene.
- 3. As between Terry J. Greene and Sue E. Greene and Assignee, this Agreement is entered into pursuant to the Exchange Agreement, and shall be subject thereto.
- 4. The terms and provisions of the Agreement shall survive all closings, and shall be binding upon the heirs, representatives, successors and assigns of the parties hereto.
- 5. This Agreement is being made to assure the transfer of all rights to said Purchase and Sale Agreement in favor of Intermediary in fulfillment of an Internal Revenue Code § 1031 tax-deferred exchange. It is the intention of the parties to conform to the characteristics of a successful exchange as set forth in Regulation § 1.1031(k)-1 now and as the same may hereafter be amended or modified from time to time.
- 6. This Agreement may be executed in counterparts, and such counterparts shall constitute the agreement binding on the parties hereto. Further, transmittal and receipt of a FAX copy hereof with facsimile signature shall be binding on the parties hereto, with the originally signed document to be delivered subsequently via Federal Express or similar expedited courier.

DATED: July 25, 2013



Terry J. Greene



Sue E. Greene

TITLE FINANCIAL EXCHANGE SERVICES, INC.

By: Shauna Romrell

Its: President

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MAY 15 2014

WATER RESOURCES
WESTERN REGION

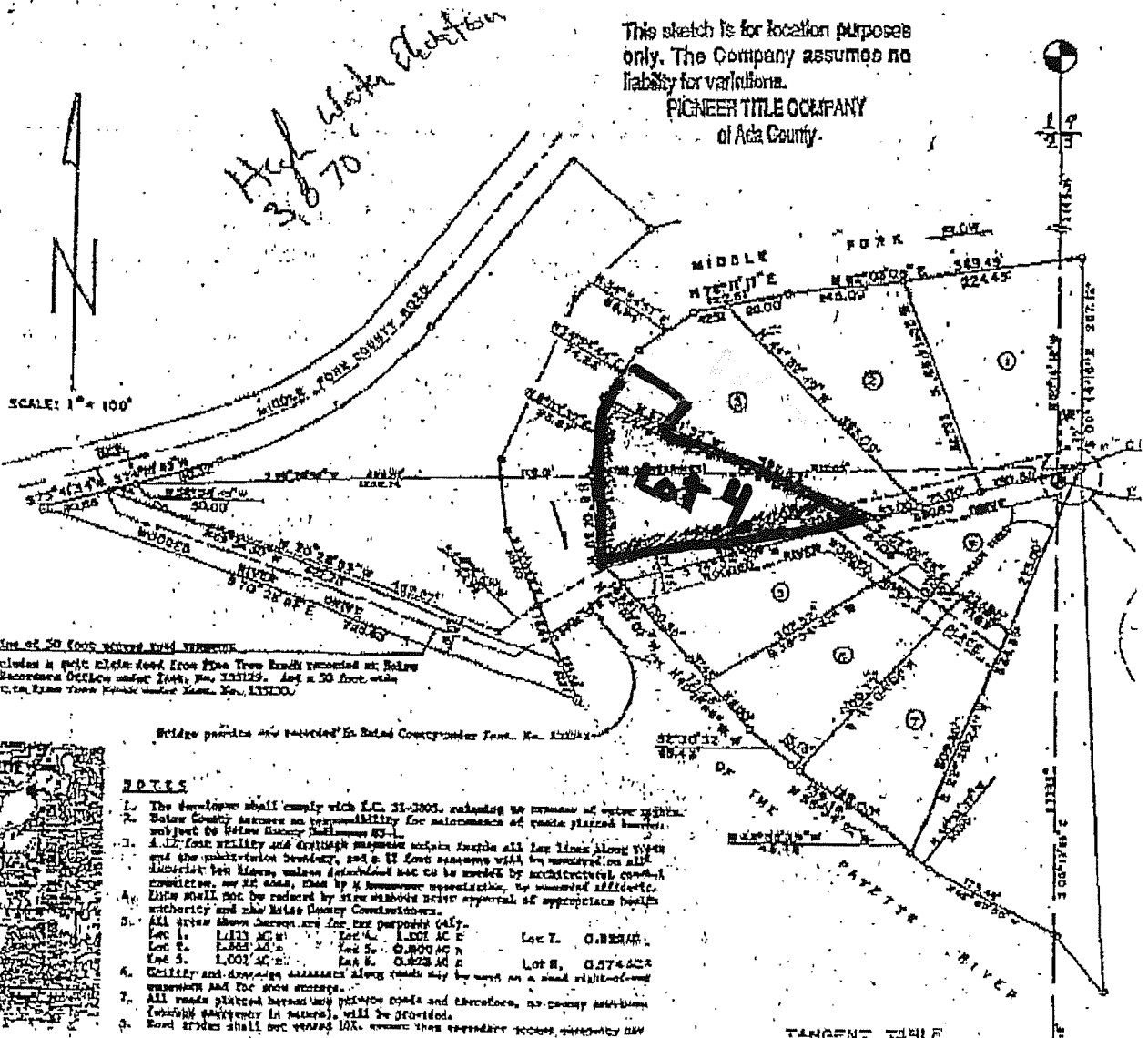
WOODED RIVER SUBDIVISION

SITUATE IN SECTION 23 T10N, R.4E, B.M., BOISE COUNTY, IDAHO

1990

This sketch is for location purposes only. The Company assumes no liability for variations.

PIONEER TITLE COMPANY
of Ada County.



NOTES

1. The developer shall comply with I.C. 31-2003, relating to the minimum of water system.
2. Boise County assumes no responsibility for maintenance of roads placed herein, subject to Boise County Resolution 85-1.
3. A 10-foot utility and drainage easement exists inside all lot lines along River and the subdivision boundary, and a 10-foot easement will be recorded on all lots. All lots, unless otherwise noted, shall be subject to architectural control. Lots shall not be reduced by size without prior approval of appropriate health authority and the Boise County Commissioners.
4. All areas shown herein are for lot purposes only.
Lot 1: 1.111 AC ± Lot 4: 1.501 AC ± Lot 7: 0.822 AC ±
Lot 2: 1.501 AC ± Lot 5: 0.800 AC ± Lot 8: 0.574 AC ±
Lot 3: 1.001 AC ± Lot 6: 0.423 AC ±
5. Utility and drainage easements along roads may be used as a road right-of-way easement and for snow storage.
6. All roads placed herein are private roads and therefore, no county jurisdiction (except emergency in nature), will be provided.
7. Road bridges shall not exceed 100' across their respective road, driveway or

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PIONEER TITLE COMPANY
of Ada County

Scale 1" = 200'

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WATER RESOURCES
WESTERN REGION

EXHIBIT 1

LEGAL DESCRIPTION FOR REPLACEMENT PROPERTY

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Pioneer Title Co.
GUIDING HISTORY

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ESCROW INSTRUCTIONS
(Purchase)

WATER RESOURCES
WESTERN REGION

File No.: 532221
Seller: W Lee Hudson
Buyer: Terry J. Greene and Sue E. Greene and Title Financial Exchange Services
Lender:
Property: 22 Wooded River Drive, Garden Valley, ID 83622
Date: July 30, 2013

To: Pioneer Title Company of Ada County (hereinafter referred to as "Pioneer Title")

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

1. **TITLE INSURANCE:** Buyer and Seller instruct Pioneer Title to close this transaction upon notification that a(n) Standard Owner's Policy in the amount of \$75,000.00 insuring Buyer, can be issued subject to customary title exceptions, restrictive covenants, easements, and title exceptions 1 thru 20 as set forth in Title Commitment No. 532221 of which Buyer and Seller have read and hereby approve.

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

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

4. **ADDITIONAL MONIES:** 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.

5. **PURCHASE AND SALE AGREEMENT:** You are bound solely by the provisions set forth in these escrow closing instructions and the parties hereto understand that you are not a party to any Receipt for Earnest Money and Purchase and Sale Agreement, executed by the parties herein, and that said Receipt for Earnest Money and Purchase and Sale Agreement (and Amendments thereto, if any) is/are not a part of these escrow closing instructions. 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 Purchase and Sale Agreement. The undersigned hereby affirm that all of the terms and conditions contained in the Purchase and Sale Agreement have been met or waived to the complete satisfaction of the parties.

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

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

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

8. **DISBURSEMENTS:** Buyer and Seller agree to pay and reimburse Pioneer Title, upon demand, any sums paid or otherwise disbursed by it in reliance upon any check, draft, or other items if they are returned or otherwise fail to result in the immediate, unconditional deposit or credit of cash funds at closing. If Buyer or Seller fails to present for payment any check or instrument issued by Pioneer Title within ninety (90) days from the date such check was issued, then Buyer and Seller authorize Pioneer Title to deduct the sum of three dollars (\$3.00) per month from such funds until the check is presented for payment. If Pioneer Title reissues any stale check, the fee charged to Pioneer Title by its bank for reissuing a check shall be deducted from the funds otherwise due and payable to Buyer and Seller.

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

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

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

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

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

Buyer:

Terry L. Green, read and approved

Sue E. Green, read and approved

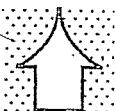
Title Financial Exchange Services

By:

Shauna Romrell, President

Seller:

W Lee Hudson



HERE
NOIS

Buyer Email Address

Seller Email Address

Pioneer Title Company of Ada County

Glen Bennett

Glen Bennett, Escrow Officer