

RECEIVED

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

JUN 06 2014 JUN 20 2014

Notice of Change in Water Right Ownership

WATER RESOURCES
WESTERN 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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
63-33258	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Marty Goldsmith
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Washington Federal, a National Association
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- | | | | |
|------------------------|---------------------------------|-----------|--------------|
| <u>425 Pike Street</u> | <u>Seattle</u> | <u>WA</u> | <u>98101</u> |
| Mailing address | City | State | ZIP |
| <u>206777-8354</u> | <u>ricka.gerstmann@wafd.com</u> | | |
| 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: 2-4-2009
6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
 - If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - New lessor(s) of record will receive payment after the following rental season.

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.

8. Signature: W.F. Ricka Gerstmann AVP 6/20/14
Signature of new owner/claimant Title, if applicable Date
- Signature: W.F. Ricka Gerstmann AVP 6/17/14
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by J. Strange Date 6-6-14 Receipt No. W042198 Receipt Amt. 25.00
Approved by RJ Processed by J. Strange Date 7-23-14

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

JUN 06 2014

Notice of Change in Water Right Ownership

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WESTERN REGION

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Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
<u>LC</u> 63-33258	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Marty Goldsmith
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Washington Federal, a National Association
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 425 Pike Street Seattle WA 98101
Mailing address City State ZIP
- 206777-8354 ricka.gerstmann@wafd.com
Telephone Email
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- ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
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8. Signature: WF/Ricka Gerstmann AVP S/20/14
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. Swang Date 6-6-14 Receipt No. W042198 Receipt Amt. 25.00
Approved by _____ Processed by _____ Date _____

1065460-KS

W#27534

RECEIVED

JUN 06 2014

WATER RESOURCES
WESTERN REGION
 TYPE _____
 REQUEST _____
 LandAmerica

 2009 FEB 4 PM 4 10
 WILLIAM H. HURST
 CANYON CNTY RECORDER
 BY _____

RECORDED

2009005247

NON-MERGER DEED IN LIEU OF FORECLOSURE

FOR VALUE RECEIVED I, Marty Goldsmith, a single and unmarried person, the Grantor, does hereby grant, bargain, sell, and convey unto Washington Federal Savings, a United States Corporation ("Washington Federal") or assigns, the Grantee, whose address is 1001 W Idaho Street, Boise, ID 83702, the real property described in **Exhibit A** attached hereto and by this reference incorporated herein, situated in Canyon County, Idaho, TOGETHER with all improvements, appurtenances thereon of every kind and nature, including all rights, privileges and easements appurtenant to the real property, including, without limitation, all timber, minerals, oil, gas and other hydrocarbon substances on and under the real property, as well as all development rights, air rights, water rights and water stock appurtenant to the real property, and any other easements, rights-of-way or appurtenances used in connection with the beneficial use and enjoyment of the real property (all of which are collectively referred to as the "Property").

TO HAVE AND TO HOLD the foregoing premises with their appurtenances unto the Grantee, its assigns, and transferees forever, and the Grantor does hereby covenant to and with Grantee that he is the owner in fee simple of the foregoing premises and that they are free from all encumbrances and liens, except current taxes and assessments, easements of record, and that certain Mortgage executed by Grantor as Mortgagor to Washington Federal dated June 6, 2007, recorded June 7, 2007, as Canyon County Instrument No. 2007039743; and re-recorded June 25, 2007, as Canyon County Instrument No. 2007044059; ("Mortgage"); and subject to those certain reservations, restrictions, dedications, easements, rights of way and agreements of record, including without limitation those items identified on **Exhibit B** attached hereto and by this reference incorporated herein; and further subject to that certain current Farm Cash Rent Agreement which has a termination date of December 15, 2010, a copy of which the Grantee acknowledges having reviewed and accepted ("Lease"); and that Grantor will warrant and defend the same from all lawful claims whatsoever.

This Deed is absolute in effect and conveys to Grantee full, fee simple title in the Property. This Deed does not operate as a mortgage, trust deed, trust conveyance, or security device of any kind. Grantor acknowledges that the Mortgage is valid and binding and shall remain in full force and effect. This Deed does not effect a merger of the fee ownership and the lien of the Mortgage. The fee and the lien shall hereafter remain separate and distinct. Grantee reserves Grantee's rights to foreclose the Mortgage at any time as to any party with any claim, interest or lien on the Property.

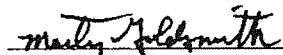
The possession of the Property has been or will be promptly surrendered to Grantee, subject however to the rights of the Lessee under the Lease. Grantor further covenants with Grantee that Grantee shall enjoy the same without any loss or disturbance, and that Grantor will, on demand, execute and deliver to Grantee any further assurances of the same as may be reasonably required to affect the purpose and intent of this Deed and the transaction for which this Deed is given. Grantee's acceptance of this conveyance is conditioned upon there being no liens or adverse claims against the foregoing premises except as disclosed and set forth herein.

The consideration for this Deed and the separate conveyance of additional real property from Farwest, LLC to Washington Federal, together with a monetary payment is the release of all liability owed by Grantor to Grantee pursuant to the terms of all Promissory Notes executed by Grantor and secured against the foregoing premises by the described Mortgage, together with full cancellation of all debts, obligations, considerations, and charges heretofore existing under and by virtue of the terms of the Mortgage, and further, by Grantee accepting such consideration, hereby releases and discharges Grantor from any and all claims, causes of action, and damages in any way arising out of the prior lending relationship between Grantor and Grantee.

This Deed is made as a result of the request of Grantor and is made of his free and voluntary act without undue influence or coercion from Grantee or any other party. Grantee shall have the option and right to defer recording this instrument if it so elects until such time as it deems appropriate.

Grantor does hereby irrevocably waive, surrender, convey, and relinquish any equity of redemption and statutory rights of redemption whatsoever concerning the foregoing premises, and acknowledges that this instrument is not executed by virtue of any misrepresentation of Grantee, its agents, attorneys, or any other person. The warranties and representations made by Grantor as herein set forth are for the protection of Grantee and all other parties who hereafter acquire an interest in the foregoing premises and shall be binding upon the respective heirs, executors, and assigns of Grantor.

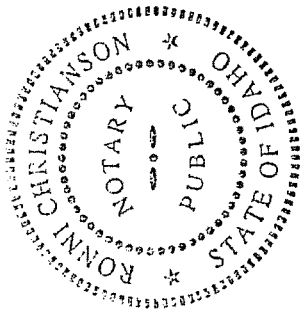
DATED: February 2, 2009.


Marty Goldsmith

STATE OF IDAHO)
) ss.
County of Ada)

On this 2 day of February, 2009, before me,
Ronni Christianson, a Notary Public in and for said state, personally
appeared MARTY GOLDSMITH, known or identified to me to be the person whose name is
subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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



Ronni Christianson
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires 6-30-2009

ACCEPTANCE

The undersigned Grantee accepts this Deed, subject to the terms, conditions, and
consideration set forth therein, and is bound thereby.

WASHINGTON FEDERAL SAVINGS

By Robert Link
Robert Link, Senior Vice President

Dated: February 8, 2009

EXHIBIT A

EXHIBIT "A"

Those portions of the Northeast quarter Northwest quarter, the Southwest quarter Northeast quarter, and portions of the Northwest quarter Northeast quarter the Southeast quarter Northwest quarter, the Northeast quarter Northeast quarter and the Southeast quarter Northeast quarter of Section 8, Township 3 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

BEGINNING at the Northwest corner of said Northeast quarter of Northwest quarter; thence North 89°45'23" East along the North boundary of the Northeast quarter Northwest quarter a distance of 1322.45 feet to the Northwest corner of said Northwest quarter Northeast quarter; thence North 89°45'25" East along the North boundary of said Northwest quarter Northeast quarter a distance of 1053.37 feet to a point which lies 268.56 feet West of the Northeast corner of said Northwest quarter Northeast quarter; thence South 0°14'26" East a distance of 554.24 feet; thence North 89°45'30" East parallel with the North boundary of the Northeast quarter Northeast quarter of said section 8 a distance of 1021.59 feet; thence North 0°14'30" West a distance of 554.25 feet to a point on said North boundary; thence North 89°45'30" East along said North boundary a distance of 23.85 feet; thence South 0°13'16" East a distance of 616.07 feet; thence North 89°45'30" East parallel with said North boundary a distance of 150.00 feet; thence North 0°13'16" West a distance of 295.67 feet; thence North 89°45'30" East a distance of 390.74 feet to a point on the East boundary of said Northeast quarter Northeast quarter; thence South 0°36'43" West along said East boundary a distance of 981.74 feet; thence North 89°49'15" West a distance of 326.00 feet; thence South 58°01'03" West a distance of 46.96 feet; thence South 0°37'14" West a distance of 154.30 feet; thence South 32°16'45" East a distance of 267.34 feet; thence South 28°18'52" East a distance of 387.00 feet; thence South 89°22'11" East a distance of 33.00 feet to a point on the East boundary of said Southeast quarter Northeast quarter; thence South 0°37'45" West along said East boundary a distance of 606.97 feet to the Southeast corner of said Southeast quarter Northeast quarter; thence South 89°45'59" West along the South boundary of said Southeast quarter Northeast quarter a distance of 1321.70 feet to the Southeast corner of said Southwest quarter Northeast quarter; thence South 89°45'59" West along the South boundary of said Southwest quarter Northeast quarter a distance of 1321.71 feet to the Southeast corner of said Southeast quarter Northwest quarter; thence South 89°46'00" West along the South boundary of said Southeast quarter Northwest quarter a distance of 1324.01 feet to the Southwest corner of said Southeast quarter Northwest quarter; thence North 0°38'12" East along the West boundary of said Southeast quarter Northwest quarter a distance of 314.94 feet; thence North 89°46'00" East parallel with said South boundary a distance of 873.92 feet to a point in the centerline of the Burris Lateral; thence traversing said centerline as follows:

North 30°50'56" West a distance of 77.88 feet; Northwesterly 146.63 feet along the arc of a curve to the left having a central angle of 38° 16' 36", a radius of 219.49 feet and a long chord which bears North 49° 59' 18" West a distance of 143.92 feet;
North 69°07'35" West a distance of 251.84 feet; Northwesterly 118.31 feet along the arc of a curve to the right having a central angle 56° 37' 16", a radius of 119.72 feet and a long chord which bears North 40° 50' 05" West a distance of 113.55 feet;
North 12°32'33" West a distance of 229.23 feet; Northwesterly 73.59 feet along the arc of a curve to the left having a central angle of 36° 10' 52", a radius of 116.54 feet and a long chord which bears North 30° 38' 00"

Exhibit "A"

Legal Description

West a distance of 72.38 feet; thence
North 48°43'26" West a distance of 422.44 feet to a point on the West boundary of said Southeast quarter
Northwest quarter; thence
North 0°38'12" East along said West boundary a distance of 108.60 feet to the Southwest corner of said
Northeast quarter Northwest quarter; thence
North 0° 38' 18" East along the West boundary of said Northeast quarter of the Northwest quarter a distance of
1326.82 feet to the POINT OF BEGINNING.

Excepting Therefrom that portion more particularly described as follows:

That portion of the Southeast quarter Northwest quarter of Section 8, Township 3 North, Range 3 West of the
Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

BEGINNING at the Southwest corner of said Southeast quarter Northwest quarter a distance of 314.94 feet;
thence
North 89°46'00" East parallel with the South boundary of said Southeast quarter Northwest quarter a distance of
873.92 feet to a point on the centerline of the Burris Lateral as it now exists; thence traversing said centerline as
follows:
South 30°51'00" East a distance of 168.78 feet; along a curve to the right having a central angle of 21°04'35", a
radius of 148.15 feet, an arc length of 54.50 feet and a long chord which bears South 20°18'38" East a distance
of 54.19 feet; thence
South 06°26'22" East a distance of 119.46 feet to a point on the South boundary of said Southeast quarter
Northeast quarter; thence leaving said centerline and bearing
South 89°46'00" West along said South boundary a distance of 996.18 feet to the TRUE POINT OF
BEGINNING.

EXHIBIT B

List of Title Exceptions

1. INTENTIONALLY DELETED.
2. INTENTIONALLY DELETED.
3. INTENTIONALLY DELETED.
4. INTENTIONALLY DELETED.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; or (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes.
6. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
7. INTENTIONALLY DELETED.
8. INTENTIONALLY DELETED.
9. General taxes for the year 2008, plus any applicable penalties and interest, which are a lien, of which the first half is delinquent and the second half is due and payable on or before June 20, 2009 and not delinquent until after said date.
10. General taxes which may be assessed and extended on any "subsequent" or "occupancy" tax roll for the tax year 2008 with respect to improvements completed during 2008, which may escape assessment of the regular tax roll; which are a lien not yet due or payable.
11. Ditch, road and public utility easements as same may exist over said premises.
12. Rights of way for ditches, tunnels, telephone and transmission lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code 1947.

13. Rights and claims in and to that portion of said premises lying within the Homedale Road right of way.
14. Rights and claims in and to that portion of said premises lying within the Farmway Road right of way.
15. Rights and claims in and to that portion of said premises lying within the Burris Lateral right of way.
16. Right-of-Way Deed for a public road by Albert Boles to Canyon County, State of Idaho
Recorded: June 25, 1932
Instrument No: 193151, of Official Records.
17. A declaration of easement executed by Lloyd I. Taylor and Carole A. Taylor, husband and wife
Recorded: November 5, 1973
Instrument No: 717324, of Official Records.
18. An easement for public utilities and incidental purposes in favor of Idaho Power Company, a corporation
Recorded: February 22, 1974
Instrument No: 723555, of Official Records.
19. A permanent easement in favor of Shane Royce and Kimberly Royce, husband and wife
Recorded: October 18, 2000
Instrument No: 200036494, of Official Records.
20. A permanent easement in favor of C. and V. Linden Living Trust
Recorded: March 10, 2003
Instrument No: 200314199, of Official Records.
21. A permanent easement in favor of Mary Jo A. Taylor, a single person
Recorded: March 10, 2003
Instrument No: 200314200, of Official Records.
22. Terms, conditions, provisions, easements and obligations set forth in that certain Warranty Deed
By: Lloyd I. Taylor and Carole A. Taylor, husband and wife
To: Marty Goldsmith, an unmarried man
Recorded: March 11, 2003
Instrument No: 200314404, of Official Records.
23. Matters as disclosed by Record of Survey
Recorded: March 27, 2003
Instrument No: 200317661, of Official Records.
24. Terms, conditions, provisions, easements and obligations set forth in that certain Memorandum of Agreement
Executed By: Marty Goldsmith and Kent Hymas
Recorded: November 9, 2006
Instrument No: 200690242, of Official Records.

25. A Mortgage to secure an indebtedness as shown below and any other obligations secured thereby:
- | | |
|----------------|---|
| Amount: | \$7,820,000.00 |
| Recorded: | June 7, 2007 |
| Instrument No: | 2007039743, of Official Records |
| Re-recorded: | June 25, 2007 |
| Instrument No: | 2007044059, of Official Records |
| Mortgagor: | Marty Goldsmith, a single man |
| Mortgagee: | Washington Federal Savings, a United States Corporation |

26. INTENTIONALLY DELETED.

PROPERTY DESCRIPTION

RECEIVED

JUN 06 2014

WATER RESOURCES
WESTERN REGION

Property Description

Aerial Photograph

