

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
~~22-30~~	Yes ☒		Yes ☐		Yes ☐
22-13651	Yes ☒	Split into 22-14063	Yes ☐	22-14064	Yes ☐
22-13652	Yes ☒	Split into 22-14067	Yes ☒	22-14068	Yes ☐
22-13654	Yes ☒	Split into 22-14065	Yes ☐	22-14066	Yes ☐
22-13655	Yes ☒	Split into 22-14069	Yes ☐	22-14070	Yes ☐

2. Previous Owner's Name: Elma Wood Family Trust
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Kent Wood
Name of each new owner as listed on the conveyance document

New owner continued ☐ Name connector ☐ and ☐ or ☐ and/or

Mailing address

City 1110 Ashland Dr. State ID ZIP 83406
Idaho Falls Email KWood 1970 @MASH.COM
Telephone 520-9044

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: Sept. 2009
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] Title, if applicable 8-9-2012
Signature of new owner/claimant Date

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

For IDWR Office Use Only:

Received by [Signature] Date 8/9/2012 Receipt No. E037890 Receipt Amt. \$400.-
Approved by [Signature] Processed by [Signature] Date 10/4/2012

Form 42-248/42-1409(6) Rev. 07/10

SUPPORT DATA

IN FILE # 22-13651

RECEIVED
OCT 04 2012

RECEIVED

AUG 13 1997

127933

TETON CO., ID
CLERK RECORDER

WARRANTY DEED

Warranty deed made this 6 day of January, 1997, between ELMA WOOD of Teton County, Idaho, individually and as Personal Representative of the Golden R. Wood Estate, referred to as Grantor, and THE ELMA WOOD FAMILY TRUST, Elma Wood, Trustee, referred to as Grantee.

Grantor in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, and sold, and does hereby grant, bargain, sell, convey, and confirm unto Grantee and its heirs and assigns forever, all the following described real estate situated in Teton County, Idaho:

The E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 1, Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho,

The E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 12, Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho,

Less: Beginning at the NE corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 12, Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho, and running thence West 760 feet; thence South 660 feet to the true point of beginning; thence running West 330 feet; thence running South 330 feet; thence running East 330 feet; thence running North 330 feet to the true point of beginning.

TOGETHER with a 40 foot easement for ingress and egress to the above described property described as: Beginning at the NE corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 12, Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho, and running thence West 692 feet more or less to a point on a County road and an intersection with an existing road, the true point of beginning; thence running Southeasterly along said existing road 966 feet more or less; thence following an existing road Northwesterly to the above described property.

Said parcel being subject to any easements, rights-of-way, AT THE REQUEST OF

WARRANTY DEED, WOOD - 1
132 Wood.WDE

127933

FILED

Roy Moulton
A. 04 MINUTES PAST 1 P.M.
DATE *Aug. 13, 1997*
Asa J. Drake
CLERK OF RECORD
Nora Rigby

127933

covenants, conditions, restrictions, reservations, agreements or encumbrances of sight and/or record.

To have and to hold, all and singular the above-described premises together with the appurtenances unto Grantee and its heirs and assigns forever.

And Grantor and her heirs shall and will warrant and by these presents forever defend the premises in the quiet and peaceable possession of Grantee, its heirs, and assigns against Grantor and her heirs and against all and every person and persons whomsoever, lawfully claiming the same.

Grantor has here unto set her hand on the day and year first above written.

Elma Wood

ELMA WOOD, Grantor

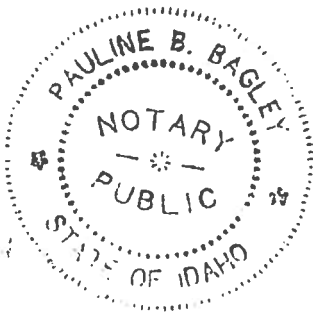
(Individually and as Personal Representative of the Golden R. Wood Estate)

STATE OF IDAHO)

: ss.

County of Teton)

On this 6th day of January, in the year of 1997, before me, a Notary Public in and for said State, personally appeared ELMA WOOD, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.



Pauline Bagley

Notary Public for Idaho

Residing at: *Victor*

My Commission expires: *1999*

127933

Cofy

WARRANTY DEED 192334 OCT 12 '07 AM 11:45

1. Date

October 5, 2007.

2. Parties

Grantor:

Elma Wood, Trustee of The Elma Wood Family Trust
571 West 225 South
Driggs, ID 83422

Grantee:

Kent Wood and Betty Wood, husband and wife
865 Matchpoint Dr
Ammon, ID 83406

3. Property

Transferred Interest: All of Grantor's undivided interest. Reserving, however, unto the Grantor a life estate in the property for the remainder of the life of Elma Wood. .

Idaho County: Teton

Description:

An approximately 3.0 acre parcel of ground lying in the W ½ W ½ of the E ½ NW ¼ of Section 12, Township 4 North, Range 44 East, B.M., Teton County, Idaho.

Being described as follows;

Commencing at the NW Corner of the SE ¼ NW ¼ of said Section 12, being the point of beginning; thence N 00°17'30"E, 75.57 feet, along the West line of said SW ¼ NE ¼ NW ¼ point; thence S 88°41'52"E, 360.05 feet along the centerline of the county road; thence S 00° 17'30"W, 360.00 feet; thence West, 360.00 feet; thence N 00°17'30" E, 292.62 feet more or less to the point of beginning.

Reservations:

Unto Grantor, a life estate in the property for the remaining life of Elma Wood.

Together with:

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

Subject to:

Rights of way for roads and ditches now existing on the property plus all easements and rights-of-way of record, if any, covenants, restrictions, reservations, applicable building and zoning ordinances, use regulations and restrictions, and accruing taxes.

Taxes and assessments for 2007 and all subsequent years.

Instrument # 192334
TETON COUNTY, IDAHO

All facts, rights, claims and interest ascertainable by inspection of the property or by inquiry of persons in possession.

Unpatented mining claims, reservations and exceptions and patents or in acts authorizing their issuance.

4. Consideration

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

5. Grant

Grantor, for the consideration listed above hereby grants, bargains, sells, conveys and confirms to grantee, his heirs, successors and assigns, the transferred interest in the property described in this deed.

6. Warranties

Grantor, for itself, its heirs, successors and assigns, covenants with grantee's heirs, successors, and assigns as follows:

Grantor is currently the owner of the property as described in this deed.

Grantor has good right to convey the property described in this deed to grantee.

The property described in this deed is free from all encumbrances, except as otherwise shown in this deed.

Grantor warrants and will defend the quiet and peaceful possession of the property granted by this deed to grantee, its heirs, successors and assigns against the lawful claims of all persons.

Elma Wood

Elma Wood, Trustee

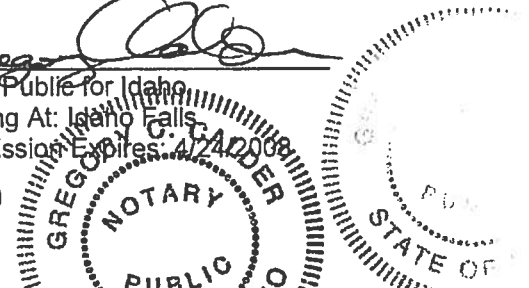
STATE OF IDAHO

ss.

County of Bonneville

On October 5, 2007, before me Gregory C. Calder, an Idaho notary public personally appeared Elma Wood, known or identified to me to be the Trustee of The Elma Wood Family Trust that executed the instrument or the person who executed the instrument on behalf of said Trust and acknowledged to me that such Trust executed the same.

Gregory C. Calder
Notary Public for Idaho
Residing At: Idaho Falls
Commission Expires: 12/24/2008
(SEAL)



copy
Recorded as an Accommodation
only by First American Title

206997 SEP10 09 PM 4:15

Quit Claim

1. Date

August 10, 2009.

2. Parties

Transferor:

Leora Wood, Trustee of the Elma Wood Family Trust,
dated January 6, 1997.
571 West 225 South
Driggs, ID 83422

Transferee:

Kent Wood and Betty Wood, husband and wife.
865 Matchpoint Dr.
Idaho Falls, ID 83406

3. Property

Transferred Interest: All of Transferor's undivided
Interest, including without limitation any retained life
estate for the life of Elma Wood as reserved on Instrument
No. 192334 recorded in Teton County, Idaho.

Idaho County: Teton

Description:

An approximately 3.0 acre parcel of ground lying in
the W ½ W ½ of the E ½ NW ¼ of Section 12,
Township 4 North, Range 44 East, B.M., Teton
County, Idaho.

Being described as follows;

Commencing at the NW Corner of the SE ¼ NW ¼ of
said Section 12, being the point of beginning; thence
N 00°17'30"E, 75.57 feet, along the West line of said
SW ¼ NE ¼ NW ¼ point; thence S 88°41'52"E,
360.05 feet along the centerline of the county road;
thence S 00°17'30"W, 360.00 feet; thence West,
360.00 feet; thence N 00°17'30" E, 292.62 feet more
or less to the point of beginning.

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

4. Consideration

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

Instrument # 206997

TETON COUNTY, IDAHO
9-10-2009 04:15:00 No. of Pages: 1
Recorded for : FIRST AMERICAN TITLE
MARY LOU HANSEN Fee: \$ 00
Ex-Officio Recorder Deputy
Index to DEED QUIT CLAIM

For County Use

5. Quitclaim

For the consideration stated, transferor remises, releases,
and forever quitclaims to transferee the transferred interest
in the property described in this deed.

Leora Wood

Leora Wood, Trustee

STATE OF IDAHO

ss.

County of Teton

On August 10, 2009 before me,
LeSette N. Bott, an Idaho notary public,
personally appeared Leora Wood, known or identified to
me to be the person whose name is subscribed to this
instrument in the capacity of Trustee and acknowledged to
me that she executed the same.

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

LeSette N. Bott

Notary Public for Idaho

Residing at: *Teton, Id.*

Commission expires: *1-3-12*

(SEAL)

LESETTE N. BOTT
NOTARY PUBLIC
STATE OF IDAHO

copy

DEED OF TRUST - SHORT FORM

552-2236
520-9044

KBwood 1970@msn.com

1. Parties

The debtor/grantor is:

Kent Wood and Betty Wood, husband and wife
865 Matchpoint Dr
Ammon, ID 83406

The trustee is:

First American Title
P.O. Box 42
Driggs, ID 83422

The beneficiary is:

Elma Wood, Trustee of The Elma Wood Family Trust
565 W 225 S
Driggs, ID 83422

2. Property

The property, the subject of this deed of trust is located in Teton County, Idaho.

Legal Description of the property:

A 3.0 acre parcel of ground lying in the W ½ W ½ of the E ½ NW ¼ of Section 12, Township 4 North, Range 44 East, B.M., Teton County, Idaho.

Being described as follows:

Commencing at the NW Corner of the SE ¼ NW ¼ of said Section 12, being the point of beginning; thence N 00°17'30"E, 75.57 feet, along the West line of said SW ¼ NE ¼ NW ¼ point; thence S 88°41'52"E, 360.05 feet along the centerline of the county road; thence S 00° 17'30"W, 360.00 feet; thence West, 360.00 feet; thence N 00°17'30" E, 292.62 feet more or less to the point of beginning.

3. Conveyance

Grantor grants and conveys the real property to trustee, in trust, with power of sale. The conveyance is made to secure to beneficiary the repayment of indebtedness evidenced by grantor's note dated October 5, 2007. The principal amount of the note is \$172,905.60. The latest maturity date, determined on the date this document is signed is September 1, 2022. The interest rate, payment terms, including maturity date, or balance due may be indexed, adjusted, renewed or renegotiated. The note provides for future advances and this deed of trust intends to secure future advances.

4. Terms

A master deed of trust recorded in the following counties of Idaho as the instrument number and on the date indicated contains the terms of this deed of trust:

Teton

#102695

June 23, 1988

Borrower has been given a copy of the master deed of trust, this short form and the note. Modifications in the terms of the master form deed of trust are not attached to this document. If there are modifications, the attachment is made part of this document by this reference.

In the event terms in this document conflict with the terms in the master deed of trust, the terms of this document are the controlling terms.

Dated: October 5, 2007

Kent Wood

Betty Wood

STATE OF IDAHO

ss.

County of Bonneville

On this 5th day of October in the year of 2007, before me personally appeared Kent Wood known or identified to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Notary Public for Idaho

Residing At: Idaho Falls

Commission Expires: 4-24-2008

(SEAL)

STATE OF IDAHO

ss.

County of Bonneville

On this 15th day of October in the year of 2007, before me personally appeared Betty Wood known or identified to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

Notary Public for Idaho

Residing At: Idaho Falls ID

Commission Expires: 4-24-2008

(SEAL)

Instrument # 192441

TETON COUNTY, IDAHO

2007-10-16 12:04:00 No. of Pages: 1

Recorded for: BEARD ST CLAIR

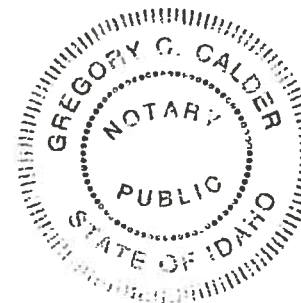
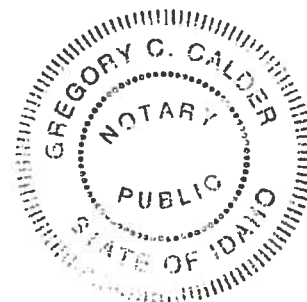
MARY LOU HANSEN

Ex-Officio Recorder Deputy

Index to DEED OF TRUST

Fee: 3.00

192441 001 16:07 PM 1 04



copy

DEED OF TRUST - SHORT FORM

1. Parties

The debtor/grantor is:

Kent Wood and Betty Wood, husband and wife
865 Matchpoint Dr
Ammon, ID 83406

The trustee is:

First American Title
P.O. Box 42
Driggs, ID 83422

The beneficiary is:

Elma Wood, Trustee of The Elma Wood Family Trust
565 W 225 S
Driggs, ID 83422

2 Property

The property, the subject of this deed of trust is located in Teton County, Idaho.

Legal Description of the property:

A 3.0 acre parcel of ground lying in the W ½ W ½ of the E ½ NW ¼ of Section 12, Township 4 North, Range 44 East, B.M., Teton County, Idaho.

Being described as follows;

Commencing at the NW Corner of the SE ¼ NW ¼ of said Section 12, being the point of beginning; thence N 00°17'30"E, 75.57 feet, along the West line of said SW ¼ NE ¼ NW ¼ point; thence S 88°41'52"E, 360.05 feet along the centerline of the county road; thence S 00° 17'30"W, 360.00 feet; thence West, 360.00 feet; thence N 00°17'30" E, 292.62 feet more or less to the point of beginning.

3. Conveyance

Grantor grants and conveys the real property to trustee, in trust, with power of sale. The conveyance is made to secure to beneficiary the repayment of indebtedness evidenced by grantor's note dated October 5, 2007. The principal amount of the note is \$172,905.60. The latest maturity date, determined on the date this document is signed is September 1, 2022. The interest rate, payment terms, including maturity date, or balance due may be indexed, adjusted, renewed or renegotiated. The note provides for future advances and this deed of trust intends to secure future advances.

4. Terms

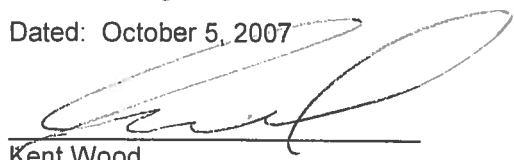
A master deed of trust recorded in the following counties of Idaho as the instrument number and on the date indicated contains the terms of this deed of trust:

Teton #102695 June 23, 1988

Borrower has been given a copy of the master deed of trust, this short form and the note. Modifications in the terms of the master form deed of trust are not attached to this document. If there are modifications, the attachment is made part of this document by this reference.

In the event terms in this document conflict with the terms in the master deed of trust, the terms of this document are the controlling terms.

Dated: October 5, 2007


Kent Wood

Betty Wood

STATE OF IDAHO

ss.

County of Bonneville

On this ____ day of October in the year of 2007, before me personally appeared Kent Wood known or identified to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Notary Public for Idaho
Residing At:
Commission Expires:

(SEAL)

STATE OF IDAHO

ss.

County of Bonneville

On this ____ day of October in the year of 2007, before me personally appeared Betty Wood known or identified to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

Notary Public for Idaho
Residing At:
Commission Expires:

(SEAL)

PROMISSORY NOTE

copy

1. Initial information

Date of note: October 5, 2007

Maturity date: September 1, 2022

Principal Sum: \$172,905.60

Made at: Idaho Falls, Idaho

Borrower:

Kent Wood and Betty Wood, husband and wife
865 Matchpoint Dr
Ammon, ID 83406

Lender (also referred to as "Holder"):

Elma Wood, Trustee of the Elma Wood Family Trust
571 W 225 S
Driggs, ID 83422

2. Borrower's promise to repay

Borrower understands that the lender may transfer this note. The lender or anyone to whom this note is transferred is called the "Holder." Borrower promises to pay the principal sum plus interest in money of the United States of America to the order of Holder.

3. Interest

Interest will be charged on unpaid principal until the full amount of the principal has been paid. Borrower will pay interest at a monthly rate of 4.77%. The interest will start to accrue on the date of the note.

If Borrower defaults under the terms of this note, from the date of default forward until Borrower's default has been cured, Borrower will pay interest at the Default Interest Rate instead of the Interest Rate. The Default Interest Rate is 12%.

4. Payments

Borrower will pay level monthly payments of interest and principal in the amount of \$1,631.01 starting October 1, 2009. The entire principal and all interest accruing on it is due on the Maturity Date. Borrower may make a full prepayment or partial prepayments without penalty prior to the maturity date.

Borrower will make all payments at 571 W 225 S, Driggs, ID, 83422, or at a different place the Holder requires.

All payments will first be applied to accrued interest then to principal. Prepayment of principal will be applied to payments in the inverse order of payment due dates.

5. Borrower's failure to repay as required

5.1. Default

Borrower will be in default if:

- 1) Borrower does not make a payment on the note when due;

- 2) If (a) Borrower makes an assignment for the benefit of creditors, (b) file a petition in bankruptcy, (c) is adjudicated insolvent or bankrupt, under the federal bankruptcy code as now or later in effect, or under any applicable state insolvency law; or
- 3) Any bankruptcy, insolvency or other similar proceeding is started against Borrower and has not been dismissed by the 60th day after the date the proceeding was started, or
- 4) Borrower consents to the appointment of any receiver for any substantial part of the Borrower's property, or an involuntary appointment of any such receiver is not discharged within 60 days of the appointment.

5.2. Notice of default and right to accelerate

If Borrower is in default, the Holder may send Borrower a written notice telling Borrower that if Borrower does not pay the overdue amount by a certain date, the Holder may require Borrower to pay by a date certain the full amount of unpaid principal and all the accrued interest. That date certain must be at last thirty days after the date on which the notice is delivered or mailed to Borrower.

5.3. Preservation of Holder's rights

When Borrower is in default, even if the Holder has not required Borrower to pay the full amount of unpaid principal and all of the interest Borrower owes on the note by a date certain, the Holder will still have the right to do so at any time for so long as Borrower remains in default.

5.4. Payment of Holder's costs and expenses

If Borrower is in default, the Holder will have the right to require Borrower to pay all Holder's costs, fees and expenses in enforcing this note to the extent not prohibited by applicable law.

6. Waivers

Any person who has obligations under this note waives the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Holder to give notice to other persons that amounts due have not been paid.

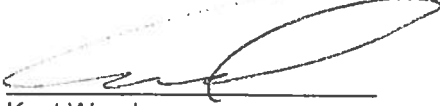
7. Security

This note is secured by a Deed of Trust dated October 5, 2007, the terms of which are made a part of this note. The Deed of Trust is referred to in this Note as "Security Documents". In addition to the protections given to the Holder under this note, the terms of the Security Documents protect the Holder from possible losses, which might result if Borrowers do not keep the promises Borrowers make in this note. The Security Documents may describe additional conditions under which Borrowers

Copy

may be required to make immediate payment in full of all amounts Borrowers owe under this note. Borrowers may be referred to as grantor or debtor and Holder may be referred to as secured party or beneficiary in the Security Documents.

BORROWERS:

A handwritten signature in black ink, appearing to read 'Kent Wood', written over a horizontal line.

Kent Wood

Betty Wood