

RECEIVED

MAY 23 2007

DEPARTMENT OF
WATER RESOURCES

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
7D 105-2476B					

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)	BRUCE LUND 7269 HWY 21 LOWMAN ID 83637
4. New Owner/Claimant(s)	KENNETH W PILLSBURY
	Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
New Mailing Address	14 CALAMITY LN
City, State and ZIP Code	LOWMAN, ID 83637
New Telephone Number	(208) 322-0195

5. Date you acquired the property

7.17.2003

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature(s) of New Owner(s) or Claimant(s)

Ken Pillsbury
Carlton Boyck (title if applicable)
Conservator

(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by AMB
 Received by AMB
 Processed by AJ

Date 5.23.07
 Date 5.23.07
 Date

Receipt Amt. 25.00
 Receipt No. 2084180
 WR Date

B. JOSEPH WELCH
Attorney at Law
300 West Myrtle, Suite 200
Post Office Box 1253
Boise, ID 83701 1253
Telephone: (208) 342-5693
Fax: (208) 342-5749

JUN 13 2005

Filed 9:40 AM No.
By ROR A. CANODY, Clerk
Susan E. Powell

COPY

Attorney for Petitioner

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BOISE

In the Matter of the Estate of:

KENNETH WAYNE PILLSBURY,

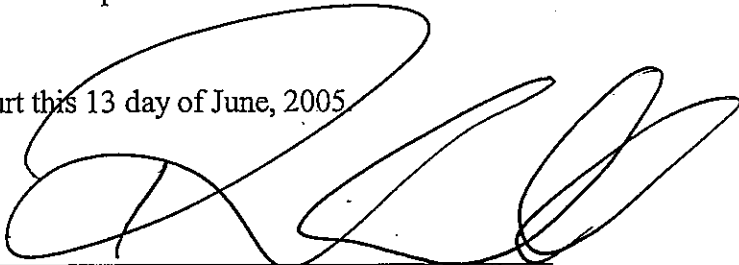
An Incapacitated Person.

Case No: CV 2005-120

LETTERS OF CONSERVATORSHIP

1. CAROLYN BOYCE, CPA was duly appointed and qualified as Conservator of the above-named incapacitated person on this day by the Court.
2. These Letters are issued to evidence the appointment, qualification, and authority of the said Conservator.
3. On the anniversary date of the issuance of these Letters, and each year thereafter during the lifetime of the incapacitated person, the Conservator shall file with the Court, an accounting of the assets of the incapacitated person.
4. The Conservatorship is a general Conservatorship.

WITNESS my signature and the seal of this Court this 13 day of June, 2005


Honorable Roger E. Cockerville,
Magistrate Judge, Boise County.

State of Idaho }
County of Boise } SS.

I hereby certify that the foregoing instrument is a full true and correct copy of the original on file in this office.

Dated 6-16-05
ROR A. CANODY, Clerk
By Susan E. Powell



Escrow No. 5000316352

WARRANTY DEED

FOR VALUE RECEIVED

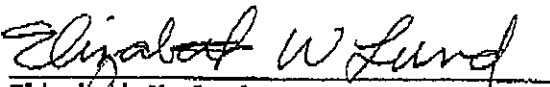
Elizabeth W. Lund, an unmarried woman

GRANTOR(s), does(do) hereby GRANT, BARGAIN, SELL AND CONVEY unto: Kenneth W. Pillsbury,
an unmarried man

GRANTEES(s), whose current address is:
the following described real property in Boise County, State of Idaho,
more particularly described as follows, 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 heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that 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 reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Date: July 17, 2003


Elizabeth W. Lund

Notary Acknowledgment - see page 2

WARRANTY DEED - NOTAR ☐ KNOWLEDGMENT(S):

State of Idaho, County of BOISE, ss.

On this 17TH day of July in the year of 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Elizabeth W. Lund known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

Tami Weber

Residing at:

My commission expires:

Garden Valley
2/10/05

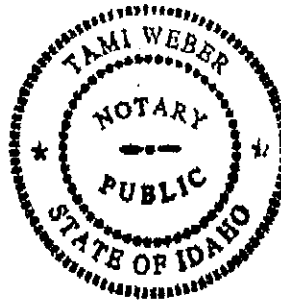


EXHIBIT A

Parcel I:

A parcel of land situated in H.E.S. No. 88 in the North $\frac{1}{2}$ of Section 31, Township 9 North, Range 8 East, Boise Meridian, Boise County, Idaho, more particularly described as follows:

Beginning at corner No. 3 of said H.E.S. No. 88; thence
South $84^{\circ}30'$ West 110.00 feet on the North line of said H.E.S. No. 88 to a point;
thence
South $11^{\circ}07'$ West 147.36 feet to the REAL POINT OF BEGINNING; thence
continuing
South $11^{\circ}07'$ West 147.36 feet to a point; thence
North $89^{\circ}50'30''$ West 340.84 feet to a point; thence
South $0^{\circ}08'$ East 521.61 feet to a point on the North right of way line of the Idaho
City-Stanley Highway; thence
North $82^{\circ}14'$ West 10.24 feet on said right of way line to the point of beginning of a
spiral curve to the right, said spiral curve having a central angle of $3^{\circ}00'$
and a centerline length of 200'; thence
North $81^{\circ}28'$ West 100.32 feet on a chord of said spiral to a point; thence
North 625.44 feet to a point; thence
North $87^{\circ}10'30''$ East 477.98 feet to the Real Point of Beginning.

Parcel II:

A parcel of land situated in H.E.S. No. 88 in the North $\frac{1}{2}$ of Section 31, Township 9 North, Range 8 East, Boise Meridian, Boise County, Idaho, more particularly described as follows:

Beginning at corner No. 3 of said H.E.S. No. 88; thence
South $84^{\circ}30'$ West 110.00 feet on the North line of said H.E.S. No. 88 to the Real
Point of Beginning; thence
South $11^{\circ}07'$ West 147.36 feet to a point; thence
South $87^{\circ}10'30''$ West 477.98 feet to a point; thence
South 625.44 feet to a point on the chord of a highway spiral curve on the North
right-of-way line of the Idaho City-Stanley Highway, said spiral curve
having a central angle of $03^{\circ}00'$ and a centerline length of 200 feet; thence
North $81^{\circ}28'$ West 72.08 feet on said chord to a point; thence
North 727.33 feet to a point on the North line of said H.E.S. No. 88; thence
North $84^{\circ}30'$ East 579.75 feet to the Real Point of Beginning.

Parcel III:

An easement appurtenant to Parcels I and II for Roadway purposes more particularly described as follows:

Commencing at Corner No. 3 of H.E.S. No. 88, situated in the North Half of Section 31, Township 9 North, Range 8 East, Boise Meridian, Boise County, Idaho; thence South $8.84^{\circ}30'$ West, 689.75 feet on the Northerly line of said H.E.S. No. 88 to a $5/8$ inch steel pin; thence South 312.0 feet to the center of a roadway and the beginning of an easement 16 feet in width, 8 feet on each side of the following described centerline; thence South $39^{\circ}36'$ East 181.8 feet; thence South $80^{\circ}7'$ East, 65.0 feet; thence South $49^{\circ}02'$ East, 145.1 feet; thence South $30^{\circ}06'$ West, 60.0 feet; thence South $81^{\circ}59'$ West, 150.0 feet; thence South $61^{\circ}55'$ West, 125.6 feet; thence South $89^{\circ}23'$ West, 157.2 feet to a point on the Northerly right of way line of the Idaho City-Stanley Highway, said point bears South $73^{\circ}45'$ East, 47.0 feet from a point which bears South $72^{\circ}56'$ East, 124.45 feet from a highway right of way marker at a point of spiral curve, Station 167+47.76.

AFFIDAVIT OF TITLE AND INDEMNITY

The undersigned does(do) hereby declare under penalty of perjury that with respect to the title to the property described in Transnation Title & Escrow, Inc. commitment for title insurance Order No. 0300012351 that;

- (1) there are no unpaid bills for labor and materials for improvements made upon said land for which a claim of lien may be filed except; *no*
- (2) subsequent to the effective date of the above referenced commitment for title insurance there have been no judgments or federal tax liens recorded in *Boise* County, Idaho or any liens in favor of the State of Idaho filed in the Office of the Idaho Secretary of State against the undersigned and no petition in bankruptcy has been filed except; *no*
- (3) there are no leases, agreements of sale or rights of first refusal binding property except; *no*
- (4) the undersigned has(have) no knowledge of any lien, defect, encumbrance encroachment, boundary dispute or adverse claim to title other than as set in the above referenced commitment for title insurance except; *no*

I/We hereby state and affirm that the number(s) shown below is my(our) correct tax payer identification number. *no*

MARITAL STATUS VERIFICATION:

I/We the undersigned hereby state and affirm that the following information as to my/our marital status is accurate as of this date _____.

Kenneth W. Pillsbury

KWP Unmarried/Single
Initial

____ Married
Initial

to: _____

____ Not Applicable – Buyer is Corporation, LLC
Initial or other such entity

____ Unmarried/Single
Initial

____ Married
Initial

to: _____

____ Not Applicable – Buyer is Corporation, LLC
Initial or other such entity

The undersigned does (do) hereby agree to indemnify and save harmless Transnation Title & Escrow, Inc. and Transnation Title Insurance Company from any loss or damages under a policy of title insurance which loss or damage has occurred from the issuance of title insurance in reliance upon the accuracy of the foregoing statements.

Dated this _____ day of July, 2003

Kenneth W. Pillsbury
Kenneth W. Pillsbury

572-72-9476
SSN/TIN

SSN/TIN

SSN/TIN

SSN/TIN

State of _____)
County of _____) ss.

Subscribed and sworn to before me this _____ day of July, 2003

Notary signature



ESCROW CLOSING INSTRUCTIONS

Date: 07/17/03

TO: TRANSNATION TITLE & ESCROW, INC.

Escrow No. 0300012351

SELLER herein deposits with you under these instructions the following:

- ☒ Executed Escrow Closing Statement
- ☒ Warranty Deed
- ☒ 1099s, HUD Settlement Statement
- ☒ Balance of loan documents from new lender
- ☒ Affidavit of Title
- ☐

which you are hereby authorized and instructed to deliver, release and/or record when you have for the account of Seller
Ninety five thousand dollars and no cents
(\$95,000.00), subject to any charges and/or credits authorized herein; AND

BUYER herewith deposits with you cashier's or other certified funds as required pursuant to escrow closing statements and the following:

- ☒ Executed Escrow Closing Statement
- ☒ HUD Settlement Statement
- ☒ Balance of loan documents from new lender
- ☒ Affidavit of Title
- ☐
- ☐

Buyer has paid \$1,000.00 to Re/Max Capital City outside of escrow,
which you are authorized & instructed to deduct from sums due to Re/Max Capital City
pursuant to the escrow closing statement.

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:

KWP 1. When you are in a position to issue or have issued a policy (or policies) of title insurance insuring Buyer (or otherwise
Initial hereinafter provided) in the form of an ALTA Standard Policy and in the amount (or amounts) as follows:

- ☒ Owner's ☐ Purchaser's OR ☐ Extended ☐ Expanded Endorsement form in the amount of \$ 95,000.00
- ☐ Mortgagee's: ☐ Standard form AND/OR ☐ ALTA form in the amount(s) of \$ 0.00 on the real
property described in Alliance Title Title Commitment No. 0300012351 which the
undersigned have read and approved, which will show record title vested in: Kenneth W. Pillsbury, an
unmarried man

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 numbered 1 thru 9
as set forth in above referenced Title Commitment dated 06/23/03 ; AND Deed of Trust/Mortgage executed by
Kenneth W. Pillsbury, an unmarried man

dated for the payment of \$ in favor of

The undersigned have examined and hereby approve for use in this escrow the following documents as to content and form:
See the documents listed above.

Then you are instructed to disburse deposited funds pursuant to the Escrow Closing Statements(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 in these instructions.

All documents have been prepared and completed according to the directions and instructions of the parties hereto, or their authorized attorneys or agents.

- KSP*
Initial 2. You are instructed to prorate as of 07/18/03 the following: **Property Taxes**
and it is understood that the prorated charges shown upon the escrow closing statement are prorated as of said date.
Assume a per diem basis (based on 365 days per year) in any prorata herein provided, except rents which shall be prorated on a 30 day month, and unless parties otherwise instruct you, you are to use the information contained in the last available tax statement, rental statement as provided by the seller, beneficiary's statement, and fire insurance policies delivered into escrow for the prorates provided above. In the event any beneficiary's assumption statement reveals a deposit, account or funds for a future payment of taxes, insurance or other future obligations of the loan, you are to:
() Credit Seller and Debit Buyer () Other:
- KSP*
Initial 3. All water and utility charges (except for irrigation, sewer and/or trash assessments, if any) will be handled by the principals outside of this escrow.
- KSP*
Initial 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 interest due on loan payoffs to lender after closing if a loan payoff is being made as a part of the transaction. The parties understand that there may be adjustments on 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.
- KSP*
Initial 6. 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 Earnest Money Receipt and Agreement dated 04/09/03 (and Amendments thereto, if any) previously executed by the parties herein, and that said Earnest Money Receipt and 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.

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 Transnation has or may have other banking relationships and further consent to the retention by Transnation and/or its affiliates of any and all benefits Transnation Title and/or its affiliates may receive from such financial institutions by reason of their maintenance of said trust accounts.

DISCLOSURES

KSP
Initial TAX PRORATIONS:

It is understood and agreed that the real property tax prorations herein is based on
2002 Actual taxes, in the amount of \$ 1,100.54

Buyer and Seller therein hereby affirm and agree that TRANSNATION TITLE & ESCROW, INC., its employees, agents or assigns have not made any warranties as to the accuracy of these tax figures. Further, Buyer and Seller agree that should the actual tax, as shown in the tax statement forwarded by the Assessors Office during the year of sale, differ from the figure represented above, the following will occur:

In the event buyer has received excess credit based on the estimated tax, buyer agrees to reimburse seller; or

In the event seller has received excess credit based on the estimated tax, seller agrees to reimburse buyer.

It has recently become the practice of the County Assessor/Treasurer to issue subsequent tax statements, the amount shown thereon being unavailable or unknown at the time of closing. Payment of any subsequent tax statements which may be received after date of closing will be handled directly between the respective parties.

It is agreed between the parties herein that they shall assume full responsibility for any further prorations or payment of taxes and hereby release Transnation Title & Escrow, Inc., from any further obligation.

N/A
Initial

CLOSING FEE:

We, the undersigned, state and affirm that we have negotiated the closing fee on the above referenced transaction with Transnation Title & Escrow, Inc. to \$. Said fee shall be paid as follows:

\$ paid by Buyer(s) / Borrower(s).
\$ paid by Seller(s).

KusP
Initial
(Buyer Only)

RECEIPT OF PLAT AND RESTRICTIVE COVENANTS

The undersigned buyers, hereby acknowledge receipt from Transnation Title & Escrow, Inc. a copy of the plat of the property referenced above, as well as a copy of the Restrictive Covenants which affect said property, if any are applicable.

The undersigned buyers have reviewed the same and understands how any matters or information contained therein relate to the transaction and further agree to hold Transnation Title & Escrow, Inc. harmless for any loss or claim of loss resulting from the enforcement of any conditions stated therein.

KusP
Initial
(Buyer Only)

HOMEOWNERS EXEMPTION DISCLAIMER

ADA COUNTY ONLY

We the undersigned buyers hereby acknowledge and accept that as an ACCOMODATION in closing the above referenced transaction, Transnation Title & Escrow, Inc. has provided us with a Homeowners Exemption form.

We understand and accept that it is our sole responsibility to fill out, deliver and/or file said exemption form with the appropriate agency/department.

Transnation Title & Escrow, Inc. is hereby held harmless for any loss or claim for loss resulting from any application for the Homeowners Exemption that is incomplete, and/or filed with the wrong agency/department, and/or NOT filed within the proper deadline(s).

_____ The above referenced property will be non owner occupied.
Please use the following mailing address:

Mark & fill out
if non-owner
occupied

ALL OTHER COUNTIES: The undersigned will need to go to the County Assessors office in person to fill out and file the Homeowners Exemption Form.

These instructions are effective for 20 days from 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.

These escrow closing instructions may be executed in counterparts with like effect as if all signatures appeared on a single copy.

1. You are instructed to furnish to any broker or lender identified with this transaction or anyone acting on behalf of such lender, any information concerning this escrow upon request of said broker or lender.
2. 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 in 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 be 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.

3. In the event of any disagreement between the parties hereto, or demands of claims made on 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 you 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 instruction, 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.

DECLARATION OF ESCROW SERVICES:

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

We have been specifically informed that Transnation Title. (hereinafter referred to as TRANS) is not licensed to practice law and no legal advice has been offered by TRANS or any of its employees. We have been further informed that TRANS 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.

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.

We further declare all instruments to which we are a party, if prepared by TRANS have been prepared under the direction of our attorneys or ourselves and particularly that copying legal descriptions from title reports into forms of deeds, etc., or reforming of legal descriptions or agreements is, or will be, solely at our direction or request.

We have been afforded adequate time and opportunity to read and understand these escrow instructions and all other documents referred to therein.

These escrow closing instructions constitute the entire agreement between the escrow holder and the undersigned parties. Any amendment and/or supplement to these instructions must be in writing.

We further understand that TRANS assumes no liability as to 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.

Buyers:



Kenneth W. Pillsbury

Sellers:

Elizabeth W. Lund

The foregoing instructions have been acknowledged and received by Transnation Title & Escrow, Inc.

By: _____
Penny R. Combs
