

DEV ✓

RECEIVED  
JAN 19 2007  
Department of Water Resources  
Eastern Region

**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 division of the existing water right or adjudication claim record will be required.

| Water<br>Right No(s). | Adjudication<br>Claim No(s). | Split | Water<br>Right No(s). | Adjudication<br>Claim No(s). | Split |
|-----------------------|------------------------------|-------|-----------------------|------------------------------|-------|
|                       | 22-13279                     | —     |                       |                              | —     |
|                       | 22-13281                     | —     |                       |                              | —     |
| 7D 22-13208           |                              | —     |                       |                              | —     |
| 22-11204              |                              | —     |                       |                              | —     |
|                       |                              | —     |                       |                              | —     |

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts. *\$25 - \$50 - paid*
- 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 usually attached to your deed or on file with the county).

**OR**

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 **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)

Boyd Ashcraft Shelter Trust

4. New Owner/Claimant(s)

Nathan and/or Jamie Ashcraft

Name Connector (Check one): ☐ and, ☐ or, ☒ and/or

New Mailing Address

2983 E 2000 N

City, State and ZIP Code

Sugar City ID 83448

New Telephone Number

(208) 356-3533

NATHAN'S  
CELL PHONE  
390-3533

5. Date you acquired the property

9/1/06

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 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 (one water right per box, you may copy this page as 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<br>(If the right(s) will not be split, skip this area and proceed to item 7) |                                                                            |                                                              |
|-------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|--------------------------------------------------------------|
| Water Right and/or Adjudication Claim Number _____                                                                      |                                                                            |                                                              |
| Water Use                                                                                                               | Diversion Rate or Volume<br>(cubic feet per second or acre-feet per annum) | Description<br>(acres, number and type of stock, homes, etc) |
| Irrigation                                                                                                              | _____                                                                      | _____                                                        |
| Stock                                                                                                                   | _____                                                                      | _____                                                        |
| Domestic                                                                                                                | _____                                                                      | _____                                                        |
| Other _____                                                                                                             | _____                                                                      | _____                                                        |
| <b>Total</b>                                                                                                            | _____                                                                      | _____                                                        |

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

7. Signature of New Owner(s) or Claimant(s) \_\_\_\_\_  
(include title if applicable)

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.

**For Office Use Only**

Received by \_\_\_\_\_ Date \_\_\_\_\_ Fee \$25 -  
 Received by QC Date 11-31-07 Receipt No. ED32581  
 Processed by \_\_\_\_\_ AJ Date \_\_\_\_\_ WR \_\_\_\_\_ Date \_\_\_\_\_

QC

11-30-07

\$25

ED33611

FOR - 22-13208

FOR 22-11204

## WARRANTY DEED

FOR VALUE RECEIVED, Lavona Lyn Woodward of Box 242, Cascade, Idaho 83611; Susan Bell of 291 North Eighth West, Preston, Idaho 83263; Tawna Jean Ashcraft, Mannheim ES, CMR 437 Box 906, APO AE 09267; Douglas Boyd Ashcraft of 1898 North 2250 East, Hamer, Idaho 83425; Garth Arvel Ashcraft of 156 West Indian Creek Road, Dubois, Idaho 83423; Blaine Vern Ashcraft of 3021 North 5000 East, Sugar City, Idaho 83448; Colleen Bunn of 1717 Spruce Street, Sandpoint, Idaho 83864; Kenneth Ashcraft of 4597 West Old Highway 91, Inkom, Idaho 83245; Joseph Ashcraft of 158 North 4544 East, Rigby, Idaho 83442; Aaron Ashcraft of 1055 Coleman Road, Apartment 2120, San Jose, California 95123; and Philip Ashcraft of 1024 North 900 East, Shelley, Idaho 83274, hereinafter called "Grantors", do hereby grant, bargain, sell and convey unto NATHAN ASHCRAFT, of 2983 East 2000 North, Sugar City, Idaho 83448, hereinafter called "Grantee", all of the right, title and interest of Grantors as tenants in common in the following described real property in Madison County, State of Idaho, to-wit:

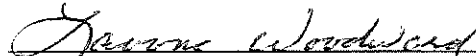
Beginning at the Northeast corner of Section 15, Township 6 North, Range 40 East of the Boise Meridian, and running thence South 248.46 feet along the East line of said Section 15; thence N88°19'25"W 254.91 feet; thence N1°14'36"E 241.96 feet to the North line of said Section 15; thence S89°47'40"E 249.55 feet along the North line of said Section 15, to the Point of Beginning, containing 1.42 acres. SUBJECT TO: A county road Right-of-way along the North and East sides of the above described parcel.

Together with all water and water rights, including but not necessarily limited to such property's aliquot share in 22 shares in the Woodmansee-Johnson Rexburg Mill Ditch, Inc., and water right #22-11204

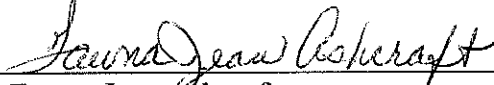
Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders and rents, issues and profits thereof;

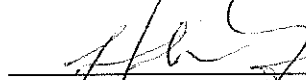
Grantors covenant and warrant that fee simple title, to the property, is conveyed to Grantee by this Deed, free from all encumbrances.

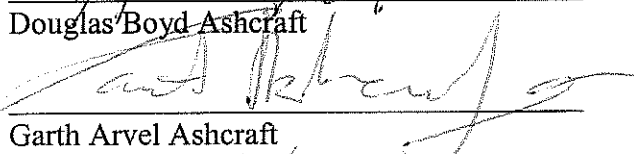
DATED This 9<sup>th</sup> day of November, 2006.

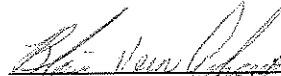
  
Layona Lyn Woodward

  
Susan Bell

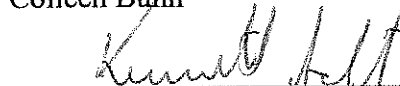
  
Tawna Jean Ashcraft

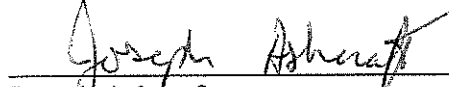
  
Douglas Boyd Ashcraft

  
Garth Arvel Ashcraft

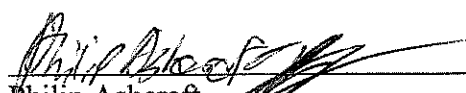
  
Blaine Vern Ashcraft

  
Colleen Burn

  
Kenneth Ashcraft

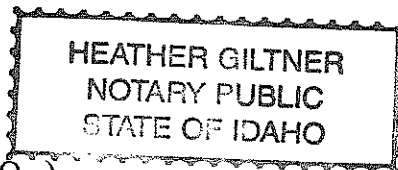
  
Joseph Ashcraft

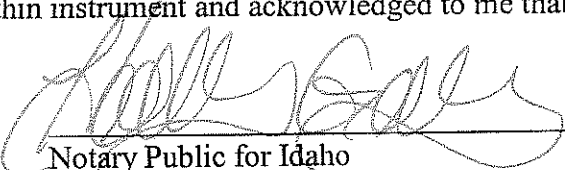
  
Aaron Ashcraft

  
Philip Ashcraft

STATE OF IDAHO, )  
SS.  
County of Valley )

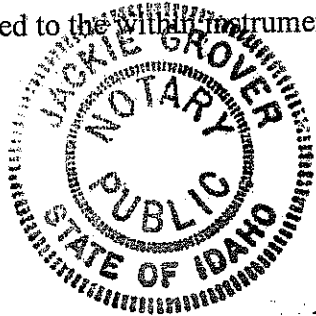
On this 15<sup>th</sup> day of November, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **Lavona Lyn Woodward**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

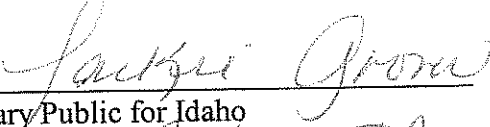


  
Notary Public for Idaho  
Residing at: Cascade  
My Commission Expires: 9-4-07

STATE OF IDAHO, )  
SS.  
County of Madison )

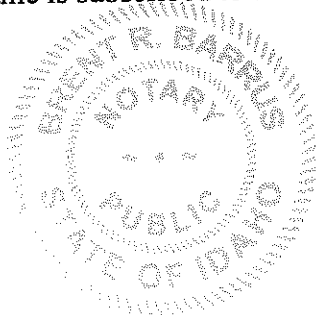
On this 2<sup>nd</sup> day of November, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **Susan Bell**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

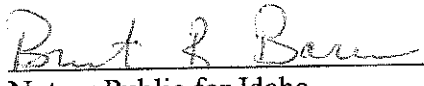


  
Notary Public for Idaho  
Residing at: Rexburg ID  
My Commission Expires: 5/28/08

STATE OF IDAHO, )  
SS.  
County of Madison )

On this 28 day of December, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **Tawna Jean Ashcraft**, known 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: Rexburg, Idaho  
My Commission Expires: 7-7-09

On this 23<sup>rd</sup> day of October, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **Douglas Boyd Ashcraft**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

A circular notary seal for Dream Chiropractic. The outer ring contains the text "DREAM CHIROPRACTIC" at the top and "STATE OF IDAHO" at the bottom. The inner circle contains the words "NOTARY" and "PUBLIC" in a stylized font.

Aletha Chadwick  
Notary Public for Idaho  
Residing at Rexburg, Idaho  
My Commission Expires: 4/29/2010

On this 9<sup>th</sup> day of November, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **Garth Arvel Ashcraft**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.



Brent R. Bann  
Notary Public for Idaho  
Residing at Rexburg, Idaho  
My Commission Expires: 7-7-09

On this 9<sup>th</sup> day of November, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **Blaine Vern Ashcraft**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

A circular notary seal for Caryn Chawick, Notary Public, State of New York. The seal features the text "CARYN CHAWICK" at the top, "NOTARY PUBLIC" in the center, and "STATE OF NEW YORK" at the bottom, all enclosed within a decorative circular border.

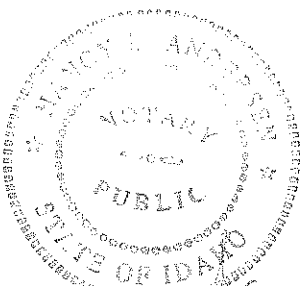
Notary Public for Idaho  
Residing at: Rexburg, Idaho  
My Commission Expires: 4/29/2010

STATE OF IDAHO, )

SS.

County of Jefferson

On this 9<sup>th</sup> day of November, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **Colleen Bunn**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.



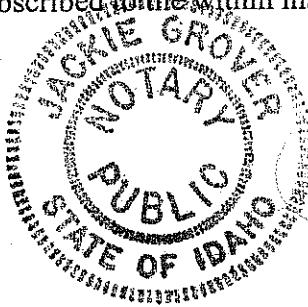
Nancy L. Anderson  
Notary Public for Idaho  
Residing at: Rigby ID  
My Commission Expires: 3/9/2010

STATE OF IDAHO, )

SS.

County of Madison )

On this 2<sup>nd</sup> day of November, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **Kenneth Ashcraft**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.



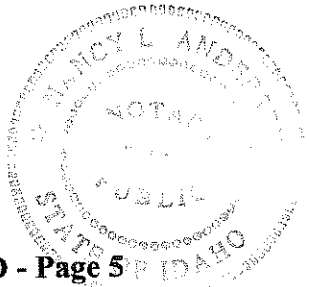
Jackie Grover  
Notary Public for Idaho  
Residing at: Rexburg, Idaho  
My Commission Expires: 5/28/08

STATE OF IDAHO, )

SS.

County of Jefferson )  
County of Madison )

On this 9<sup>th</sup> day of November, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **Joseph Ashcraft**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.



Nancy L. Anderson  
Notary Public for Idaho  
Residing at Rexburg, Idaho Rigby ID  
My Commission Expires: 3/9/2010

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SANTA CLARA

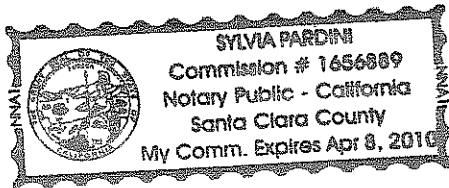
On November 27, 2006 before me, Sylvia Pardini  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Aaron Aschcraft  
Name(s) of Signer(s)

☐ personally known to me

☒ (or proved to me on the basis of satisfactory evidence)

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 in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Place Notary Seal Above

Sylvia Pardini  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: WARRANTY DEED

Document Date: \_\_\_\_\_ Number of Pages: 6

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

## WARRANTY DEED

FOR VALUE RECEIVED, Lavona Lyn Woodward of Box 242, Cascade, Idaho 83611; Susan Bell of 291 North Eighth West, Preston, Idaho 83263; Tawna Jean Ashcraft, Mannheim ES, CMR 437 Box 906, APO AE 09267; Douglas Boyd Ashcraft of 1898 North 2250 East, Hamer, Idaho 83425; Garth Arvel Ashcraft of 156 West Indian Creek Road, Dubois, Idaho 83423; Blaine Vern Ashcraft of 3021 North 5000 East, Sugar City, Idaho 83448; Colleen Bunn of 1717 Spruce Street, Sandpoint, Idaho 83864; Kenneth Ashcraft of 536 Richland, Pocatello, Idaho 83401; Joseph Ashcraft of 158 North 4544 East, Rigby, Idaho 83442; Aaron Ashcraft of 1055 Coleman Road, Apartment 2120, San Jose, California 95123; and Philip Ashcraft of 1024 North 900 East, Shelley, Idaho 83274, hereinafter called "Grantors", do hereby grant, bargain, sell and convey unto NATHAN ASHCRAFT of 2983 East 2000 North, Sugar City, Idaho 83448, dealing in his sole and separate property, hereinafter called "Grantee", Grantors' full interests as tenants in common held by the Grantors herein in the following described real property in Madison County, State of Idaho, known as the Pasture Land, to-wit:

Commencing at the Northeast corner of Section 15, Township 6 North, Range 40 East, Boise Meridian, in Madison County, State of Idaho, and running thence South 98.5 rods; and thence West 40 rods; thence North 98.5 rods; thence East 40 rods to the point of beginning, excluding the following:

Beginning at the Northeast corner of Section 15, Township 6 North, Range 40 East of the Boise Meridian, and running thence South 248.46 feet along the East line of said Section 15; thence N88°19'25"W 254.91 feet; thence N1°14'36"E 241.96 feet to the North line of said Section 15; thence S89°47'40"E 249.55 feet along the North line of said Section 15, to the Point of Beginning, containing 1.42 acres. SUBJECT TO: A county road Right-of-way along the North and East sides of the above described parcel.

ALSO EXCLUDING THE FOLLOWING PARCELS:

### PARCEL I:

Commencing at a point that is 1021.54 feet South of the Northeast corner of Section 15, Township 6 North, Range 40 East, Boise Meridian, in Madison County, State of Idaho, running thence South 195 feet; thence

North 88°43' West 321 feet; thence North 195 feet; thence South 88°43' East 321 feet to the point of beginning.

**PARCEL II:**

Commencing at a point that is 1216.54 feet South of the Northeast corner of Section 15, Township 6 North, Range 40 East, Boise Meridian, in Madison County, State of Idaho, and running thence South 200 feet; thence North 88°43' West 321 feet; thence North 200 feet; thence South 88°43' East 321 feet to the point of beginning.

**PARCEL III:**

Commencing at a point that is 1416.54 feet South and 28 feet West of the Northeast corner of Section 15, Township 6 North, Range 40 East Boise Meridian, Madison County, Idaho, and running thence South 208.71 feet; thence North 88°43' West 293 feet; thence North 208.71 feet; thence South 88°43' East 293 feet to the point of beginning. EXCEPTING THEREFROM County Road right of way lying on the Eastern Boundary line of the above described property.

Together with all water and water rights, including but not necessarily limited to such property's aliquot share of six shares in the Rexburg Ditch Company and such parcel's aliquot share of the 22 shares of stock in the Woodmansee-Johnson Rexburg Mill Ditch, Inc. and in water right #22-11204

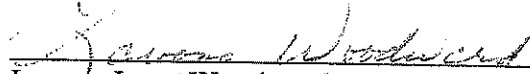
Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders and rents, issues and profits thereof;

The remaining interest is currently held by Grantee, Nathan Ashcraft. With the within deed, Grantee, Nathan Ashcraft should hold a full fee simple title to the above described real property.

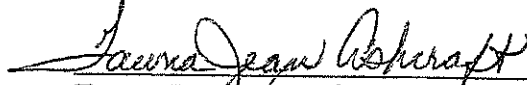
Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining.

Grantors covenant and warrant that fee simple title, to the property, is conveyed to Grantee by this Deed, free from all encumbrances.

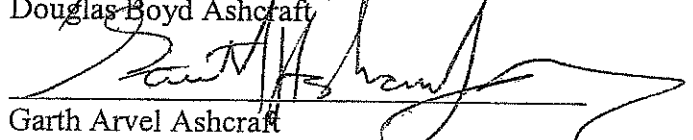
DATED This 9<sup>th</sup> day of November, 2006.

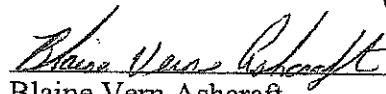
  
Lavona Lynn Woodward

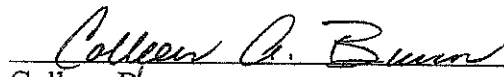
  
Susan Bell

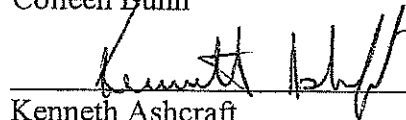
  
Tawna Jean Ashcraft

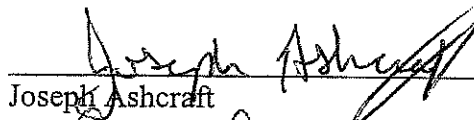
  
Douglas Boyd Ashcraft

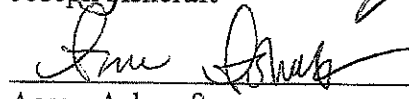
  
Garth Arvel Ashcraft

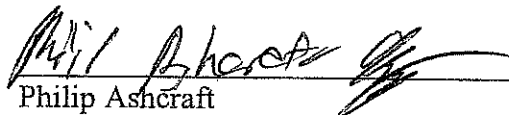
  
Blaine Vern Ashcraft

  
Colleen Bunn

  
Kenneth Ashcraft

  
Joseph Ashcraft

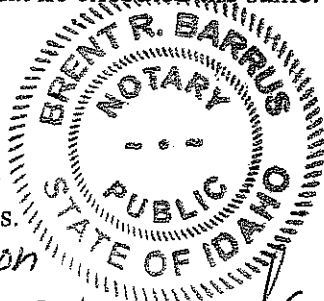
  
Aaron Ashcraft

  
Philip Ashcraft

STATE OF IDAHO, )  
                                  ss.  
County of Madison )

On this 28 day of December, 2006, before me, the undersigned, a  
Notary Public in and for said State, personally appeared **Lavona Lynn Woodward Ashcraft**,

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.



STATE OF IDAHO, )

County of Madison )

Brent R Barrus

Notary Public for Idaho

Residing at: Rexburg, Idaho

My Commission Expires: 7-7-09

On this 2nd day of November, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **Susan Bell**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

Jackie Proven

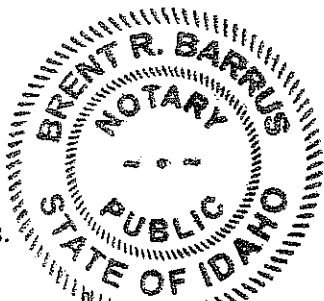
Notary Public for Idaho

Residing at: Rexburg, ID

My Commission Expires: 5/28/08

)  
ss.  
)

On this 28 day of December, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **Tawna Jean Ashcraft**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.



STATE OF IDAHO, )

County of Madison )

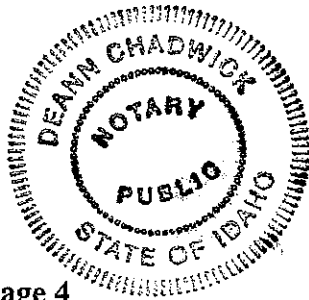
Brent R Barrus

Notary Public for

Residing at: Rexburg ID

My Commission Expires: 7-7-09

On this 23rd day of October, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **Douglas Boyd Ashcraft**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.



Deann Chadwick

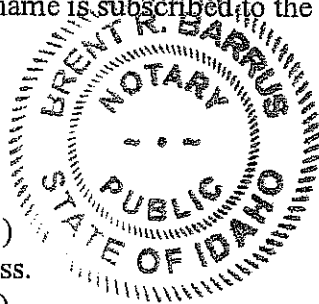
Notary Public for Idaho

Residing at Rexburg, Idaho

My Commission Expires: 4/29/2010

STATE OF IDAHO, )  
SS.  
County of Madison )

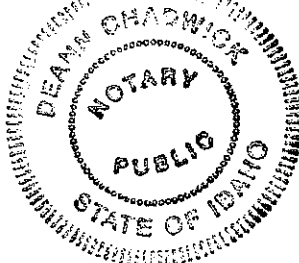
On this 9 day of November, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **Garth Arvel Ashcraft**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.



Brent R Barrus  
Notary Public for Idaho  
Residing at Rexburg, Idaho  
My Commission Expires: 7-7-09

STATE OF IDAHO, )  
SS.  
County of Madison )

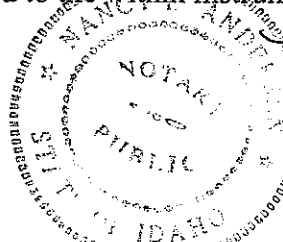
On this 9th day of November, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **Blaine Vern Ashcraft**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.



Deann Chadwick  
Notary Public for Idaho  
Residing at: Rexburg, Idaho  
My Commission Expires: 4/29/2010

STATE OF IDAHO, )  
SS.  
County of Jefferson )

On this 9th day of November, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **Colleen Bunn**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

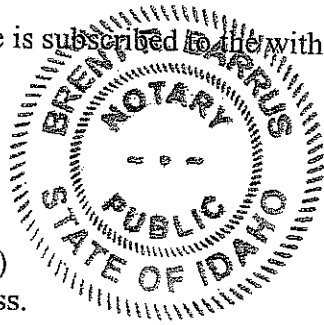


Nancy L. Andrus  
Notary Public for Idaho  
Residing at: Rexburg Idaho  
My Commission Expires: 3/9/2010

STATE OF IDAHO, )  
SS.  
County of Madison )

On this 9 day of November, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **Kenneth Ashcraft**, known to me to be

the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.



Brent R Barr

Notary Public for Idaho

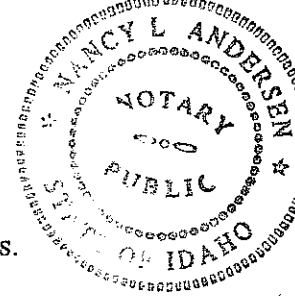
Residing at: Rexburg, Idaho

My Commission Expires: 7-7-09

STATE OF IDAHO, )

County of Jefferson SS.  
(Madison)

On this 9th day of November, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **Joseph Ashcraft**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.



Nancy L. Andersen

Notary Public for Idaho

Residing at Rexburg, Idaho Rexburg Idaho

My Commission Expires: 3/9/2010

STATE OF CALIFORNIA, )

County of \_\_\_\_\_ SS.  
(\_\_\_\_\_)

On this 11/27/06 day of See attachment, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **Aaron Ashcraft**, known 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 California

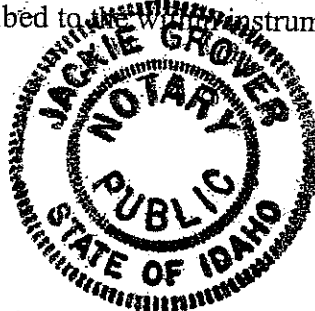
Residing at:

My Commission Expires:

STATE OF IDAHO, )

County of Madison SS.  
(\_\_\_\_\_)

On this 2nd day of November, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **Philip Ashcraft**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.



Jackie Grover

Notary Public for Idaho

Residing at: Rexburg, Idaho

My Commission Expires: 5/28/08

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SANTA CLARA

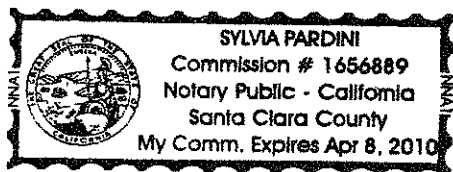
On November 27, 2006 before me, Sylvia Pardini  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Aaron Ashcraft  
Name(s) of Signer(s)

☐ personally known to me

☒ (or proved to me on the basis of satisfactory evidence)

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 in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Place Notary Seal Above

Sylvia Pardini  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Warranty Deed

Document Date: \_\_\_\_\_ Number of Pages: 6

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

## AGREEMENT

THIS AGREEMENT made and entered into this 9<sup>th</sup> day of November, 2006, by and between Nathan Ashcraft, of 2983 East 2000 North, Sugar City, Idaho 83448, hereinafter called "Nathan"; Lavona Lyn Woodward, of Box 242, Cascade, Idaho 83611, hereinafter called "Lavona"; Susan Bell of 291 North Eighth West, Preston, Idaho 83263; Tawna Jean Ashcraft, Mannheim ES, CMR 437 Box 906, APO AE 09267; Douglas Boyd Ashcraft of 1898 North 2250 East, Hamer, Idaho 83425; Garth Arvel Ashcraft of 156 West Indian Creek Road, Dubois, Idaho 83423; Blaine Vern Ashcraft of 3021 North 5000 East, Sugar City, Idaho 83448; Colleen Bunn of 1717 Spruce Street, Sandpoint, Idaho 83864; Kenneth Ashcraft of 536 Richland, Pocatello, Idaho 83401; Joseph Ashcraft of 158 North 4544 East, Rigby, Idaho 83442; Aaron Ashcraft of 1055 Coleman Road, Apartment 2120, San Jose, California 95123; and Philip Ashcraft of 1024 North 900 East, Shelley, Idaho 83274,

## WITNESSETH:

WHEREAS, the parties hereto acquired, from the Estate of Helen F. Ashcraft (Helen F. Ashcraft being the mother of the parties hereto) and from the Boyd B. Ashcraft Marital Deduction Trust, an undivided interest as tenants in common with each other in the following described real property located in Madison County, Idaho, known as the "Pasture Land" to-wit:

Commencing at the Northeast corner of Section 15, Township 6 North, Range 40 East, Boise Meridian, in Madison County, State of Idaho, and running thence South 98.5 rods; thence West 80 rods; thence North 98.5 rods; thence East 80 rods to the point of beginning, excluding the following:

Beginning at the Northeast corner of Section 15, Township 6 North, Range 40 East of the Boise Meridian, and running thence South 248.46 feet along the East line of said Section 15; thence N88°19'25"W 254.91 feet; thence N1°14'36"E

241.96 feet to the North line of said Section 15; thence S89°47'40"E 249.55 feet along the North line of said Section 15, to the Point of Beginning, containing 1.42 acres. SUBJECT TO: A county road Right-of-way along the North and East sides of the above described parcel.

ALSO EXCLUDING THE FOLLOWING PARCELS:

**PARCEL I:**

Commencing at a point that is 1021.54 feet South of the Northeast corner of Section 15, Township 6 North, Range 40 East, Boise Meridian, in Madison County, State of Idaho, running thence South 195 feet; thence North 88°43' West 321 feet; thence North 195 feet; thence South 88°43' East 321 feet to the point of beginning.

**PARCEL II:**

Commencing at a point that is 1216.54 feet South of the Northeast corner of Section 15, Township 6 North, Range 40 East, Boise Meridian, in Madison County, State of Idaho, and running thence South 200 feet; thence North 88°43' West 321 feet; thence North 200 feet; thence South 88°43' East 321 feet to the point of beginning.

**PARCEL III:**

Commencing at a point that is 1416.54 feet South and 28 feet West of the Northeast corner of Section 15, Township 6 North, Range 40 East Boise Meridian, Madison County, Idaho, and running thence South 208.71 feet; thence North 88°43' West 293 feet; thence North 208.71 feet; thence South 88°43' East 293 feet to the point of beginning. EXCEPTING THEREFROM County Road right of way lying on the Eastern Boundary line of the above described property.

Together with all water and water rights, including but not necessarily limited to six shares in the Rexburg Ditch Company and such parcel's aliquot share of the 22 shares of stock in the Woodmansee-Johnson Rexburg Mill Ditch, Inc. and in water right #22-11204

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders and rents, issues and profits thereof;

WHEREAS, Lavona, prior to the transfer of the undivided interest respectively to the

twelve parties hereto by the Estate of Helen F. Ashcraft and by the Boyd B. Ashcraft Marital Deduction Trust held an undivided 19.24 percent interest in the land above described;

WHEREAS, prior to the transfer of the undivided interest respectively to the twelve parties hereto by the Estate of Helen F. Ashcraft and by the Boyd B. Ashcraft Marital Deduction Trust, the Estate of Helen F. Ashcraft held an undivided 37.05 percent interest and the Boyd B. Ashcraft Marital Deduction Trust held an undivided 43.71 percent interest in the land above described; and

WHEREAS, subsequent to the transfer of the interest of the Trust and the Estate to the parties herein, the parties respectively desire to sell the East portion of the premises as hereinafter described to Nathan and the West portion of the premises as hereinafter described to Lavona on the terms hereinafter provided;

NOW THEREFORE, for and in consideration of the mutual terms, covenants and conditions, the parties hereto agree as follows:

1. The parties by Warranty Deed shall transfer the full fee simple interest in and to the following described real property located in Madison County, Idaho, it being the East portion of the property described above to Nathan Ashcraft:

Commencing at the Northeast corner of Section 15, Township 6 North, Range 40 East, Boise Meridian, in Madison County, State of Idaho, and running thence South 98.5 rods; thence West 40 rods; thence North 98.5 rods; thence East 40 rods to the point of beginning, excluding the following:

Beginning at the Northeast corner of Section 15, Township 6 North, Range 40 East of the Boise Meridian, and running thence South 248.46 feet along the East line of said Section 15; thence N88°19'25"W 254.91 feet; thence N1°14'36"E 241.96 feet to the North line of said Section 15; thence S89°47'40"E 249.55 feet along the North line of said Section 15, to the Point of Beginning, containing 1.42

acres. SUBJECT TO: A county road Right-of-way along the North and East sides of the above described parcel.

ALSO EXCLUDING THE FOLLOWING PARCELS:

**PARCEL I:**

Commencing at a point that is 1021.54 feet South of the Northeast corner of Section 15, Township 6 North, Range 40 East, Boise Meridian, in Madison County, State of Idaho, running thence South 195 feet; thence North 88°43' West 321 feet; thence North 195 feet; thence South 88°43' East 321 feet to the point of beginning.

**PARCEL II:**

Commencing at a point that is 1216.54 feet South of the Northeast corner of Section 15, Township 6 North, Range 40 East, Boise Meridian, in Madison County, State of Idaho, and running thence South 200 feet; thence North 88°43' West 321 feet; thence North 200 feet; thence South 88°43' East 321 feet to the point of beginning.

**PARCEL III:**

Commencing at a point that is 1416.54 feet South and 28 feet West of the Northeast corner of Section 15, Township 6 North, Range 40 East Boise Meridian, Madison County, Idaho, and running thence South 208.71 feet; thence North 88°43' West 293 feet; thence North 208.71 feet; thence South 88°43' East 293 feet to the point of beginning. EXCEPTING THEREFROM County Road right of way lying on the Eastern Boundary line of the above described property.

Together with all water and water rights, including but not necessarily limited to such property's aliquot share of six shares in the Rexburg Ditch Company and such parcel's aliquot share of the 22 shares of stock in the Woodmansee-Johnson Rexburg Mill Ditch, Inc. and in water right #22-11204

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders and rents, issues and profits thereof;

2. The parties by Warranty Deed shall transfer the full fee simple interest in and to the

following described real property located in Madison County, Idaho, it be

ing the West portion of the property described above to Lavona Lyn Woodward:

Commencing at the Northeast corner of Section 15, Township 6 North, Range 40 East, Boise Meridian, in Madison County, State of Idaho, and running thence South 98.5 rods; and thence West 40 rods to the true point of beginning; thence West 40 rods; thence North 98.5 rods; thence East 40 rods; thence South 98.5 rods to the point of beginning,

Together with all water and water rights, including but not necessarily limited to such property's aliquot share of six shares in the Rexburg Ditch Company and such parcel's aliquot share of the 22 shares of stock in the Woodmansee-Johnson Rexburg Mill Ditch, Inc. and in water right #22-11204

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders and rents, issues and profits thereof;

3. Nathan, as consideration for the premises transferred to him, has paid or on execution of the within agreement shall pay to each of the following named parties respectively a sum of \$5,115: Douglas Ashcraft, Aaron Ashcraft, Garth Ashcraft, Phillip Ashcraft and Colleen Bunn, each of whom, by signing the within agreement acknowledge receipt of payment in full of the purchase price to each of them respectively.

4. Lavona, as consideration for the premises transferred to her, has paid or on execution of the within agreement shall pay to each of the following named parties respectively a sum of \$5,115: Susan Bell, Tawna Ashcraft, Kenneth Ashcraft, Joseph Ashcraft and Blaine Ashcraft, each of whom, by signing the within agreement acknowledge receipt of payment in full of the purchase price to each of them respectively.

5. As additional consideration Nathan has paid or on execution of the within Agreement will pay to Lavona Lyn Woodward, Susan Bell, Tawna Jean Ashcraft, Douglas Boyd Ashcraft,

Garth Arvel Ashcraft, Blaine Vern Ashcraft, Colleen Bunn, Kenneth Ashcraft, Joseph Ashcraft, Aaron Ashcraft and Philip Ashcraft a sum of \$2,500 per person, named, for the shop building located on the premises.

6. Nathan, as consideration for the interest of Lavona in the premises, transferred to him by Lavona, shall transfer his undivided interest held in the West portion of the property going to Lavona in exchange for Lavona transferring to Nathan her undivided interest held in the East portion of the property going to Nathan.

7. Lavona, as consideration for the interest of Nathan in the premises, transferred to her by Nathan, shall transfer her undivided interest held in the East portion of the property going to Nathan in exchange for Nathan transferring to Lavona his undivided interest held in the West portion of the property going to Lavona.

8. The parties agree to execute Warranty Deeds to transfer the respective interests of property as set forth in this agreement.

9. The parties agree that to the extent that Lavona and Nathan desire title insurance on the property they may order such policy if they desire at their own expense.

10. All twelve parties hereto shall each pay their undivided share of the 2005 and all prior taxes and assessments levied and assessed against the premises, and Nathan shall pay all of the 2006 and all subsequent taxes and assessments levied and assessed against the portion of the premises transferred to him and Lavona shall pay all of the 2006 and all subsequent taxes and assessments levied and assessed against the portion of the premises transferred to her when the same are due and payable and before the same shall become delinquent.

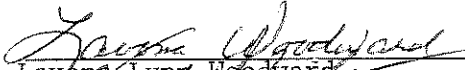
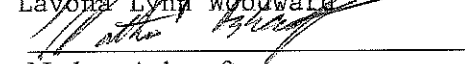
11. In the event that Nathan sells all or any portion of the property sold to him under the within agreement on or before September 1, 2021, other than to any of his brothers or sisters, he agrees to pay an additional sum of \$3,835.91 to each of the following named parties hereto: Lavona Lyn Woodward, Susan Bell, Tawna Jean Ashcraft, Douglas Boyd Ashcraft, Garth Arvel Ashcraft, Blaine Vern Ashcraft, Colleen Bunn, Kenneth Ashcraft, Joseph Ashcraft, Aaron Ashcraft, and Philip Ashcraft. In the event of sale by Nathan Ashcraft to any of his brothers or sisters on or before September 1, 2021, the obligation assumed by Nathan in this paragraph 11 to pay an additional sum of \$3,835.91 to each of the parties named hereunder shall be binding upon the successor brother(s) and/or sister(s) to whom transferred under the terms of this paragraph.

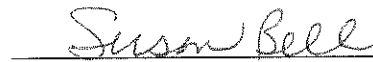
12. In the event that Lavona sells all or any portion of the property sold to her under the within agreement on or before September 1, 2021, other than to any of her brothers or sisters she agrees to pay an additional sum of \$3,835.91 each to each of the following named parties hereto: Susan Bell, Tawna Jean Ashcraft, Douglas Boyd Ashcraft, Garth Arvel Ashcraft, Blaine Vern Ashcraft, Colleen Bunn, Kenneth Ashcraft, Joseph Ashcraft, Nathan Ashcraft, Aaron Ashcraft, and Philip Ashcraft. In the event of sale by Lavona Lyn Woodward to any of her brothers or sisters on or before September 1, 2021, the obligation assumed by Lavona in this paragraph 11 to pay an additional sum of \$3,835.91 to each of the parties named hereunder shall be binding upon the successor brother(s) and/or sister(s) to whom transferred under the terms of this paragraph.

13. The law firm of the law firm Rigby, Thatcher, Andrus, Rigby & Moeller, Chartered has represented Nathan Ashcraft and Lavona Lyn Woodward in preparing the within Agreement. The other parties have been invited to retain their own attorneys if they so desire.

14. The covenants and terms contained herein shall survive the execution of the within agreement and the execution and the transfer of the deeds referred to in this agreement.

DATED This 9<sup>th</sup> day of November, 2006.

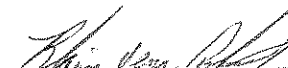
  
Lavona Lynn Woodward  
  
Nathan Ashcraft

  
Susan Bell

  
Tawna Jean Ashcraft

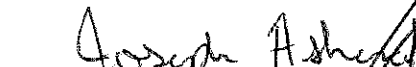
  
Douglas Boyd Ashcraft

  
Garth Arvel Ashcraft

  
Blaine Vern Ashcraft

  
Colleen Bunn

  
Kenneth Ashcraft

  
Joseph Ashcraft

  
Aaron Ashcraft

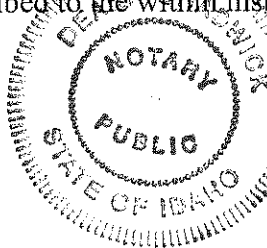
  
Philip Ashcraft

STATE OF IDAHO, )

SS.

County of Madison )

On this 9<sup>th</sup> day of November, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **Nathan Ashcraft**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.



Delma Chadwick  
Notary Public for Idaho

Residing at: Rexburg, Idaho

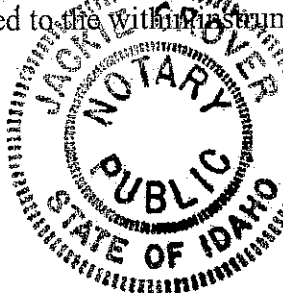
My Commission Expires: 4/29/2010

STATE OF IDAHO, )

SS.

County of Madison

On this 2<sup>nd</sup> day of November, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **Susan Bell**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.



Jackie Grover  
Notary Public for Idaho

Residing at: Rexburg ID

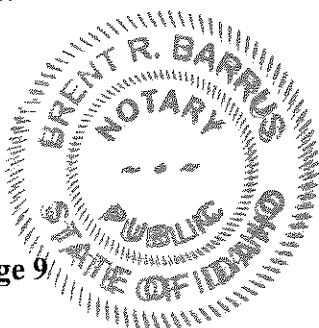
My Commission Expires: 5/28/08

STATE OF IDAHO, )

SS.

County of Madison )

On this 28 day of December, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **Tawna Jean Ashcraft**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.



Brent R Barrus  
Notary Public for Idaho

Residing at: Rexburg, Idaho

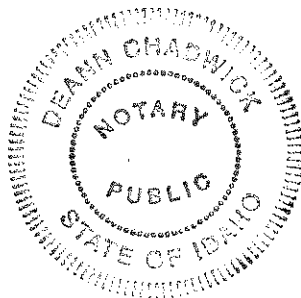
My Commission Expires: 7-7-09

STATE OF IDAHO, )

ss.

County of Madison )

On this 23<sup>rd</sup> day of October, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **Douglas Boyd Ashcraft**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.



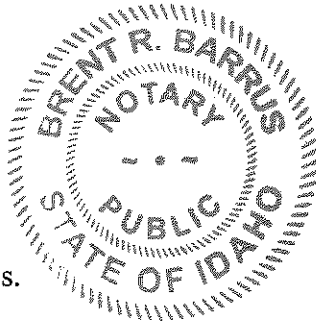
Dean Chadwick  
Notary Public for Idaho  
Residing at Rexburg, Idaho  
My Commission Expires: 4/29/2010

STATE OF IDAHO, )

ss.

County of Madison )

On this 9 day of November, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **Garth Arvel Ashcraft**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.



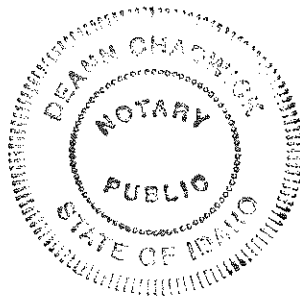
Brent R. Barrus  
Notary Public for Idaho  
Residing at Rexburg, Idaho  
My Commission Expires: 7-7-09

STATE OF IDAHO, )

ss.

County of Madison )

On this 9<sup>th</sup> day of November, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **Blaine Vern Ashcraft**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.



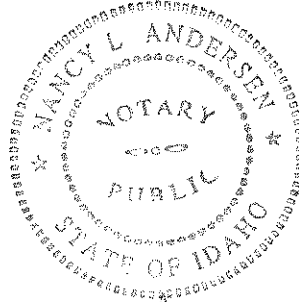
Dean Chadwick  
Notary Public for Idaho  
Residing at: Rexburg, Idaho  
My Commission Expires: 4/29/2010

STATE OF IDAHO, )

SS.

County of Lafferty

On this 9th day of November, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **Colleen Bunn**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.



Nancy L. Andersen  
Notary Public for Idaho

Residing at: Rigby ID

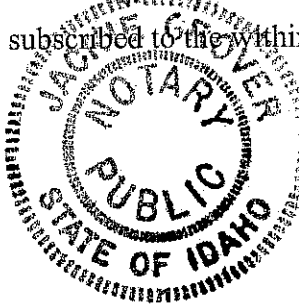
My Commission Expires: 3/9/2010

STATE OF IDAHO, )

SS.

County of Madison )

On this 2nd day of November, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **Kenneth Ashcraft**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.



Jackie Grover  
Notary Public for Idaho

Residing at: Rexburg, Idaho

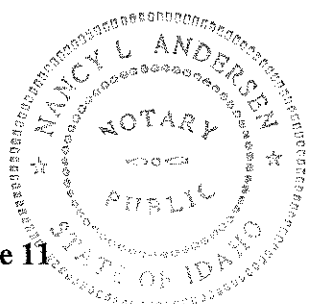
My Commission Expires: 5/28/08

STATE OF IDAHO, )

SS.

County of Madison )

On this 9th day of November, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **Joseph Ashcraft**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.



Nancy L. Andersen  
Notary Public for Idaho

Residing at: Rexburg, Idaho Rigby ID

My Commission Expires: 3/9/2010

STATE OF CALIFORNIA, )

ss.

County of \_\_\_\_\_ )

11/27/06

See attachment - Glenn Pardini

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned, a

Notary Public in and for said State, personally appeared **Aaron Ashcraft**, known 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 California

Residing at:

My Commission Expires:

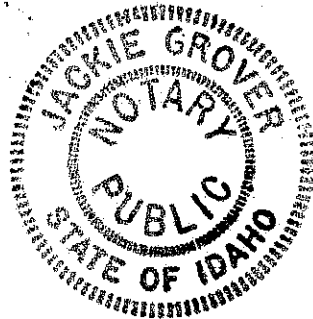
STATE OF IDAHO, )

ss.

County of Madison )

On this 2<sup>nd</sup> day of November, 2006, before me, the undersigned, a

Notary Public in and for said State, personally appeared **Philip Ashcraft**, known 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: Rexburg, Idaho

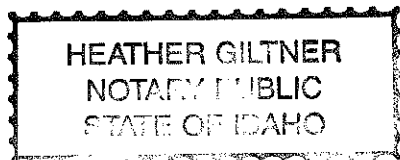
My Commission Expires:

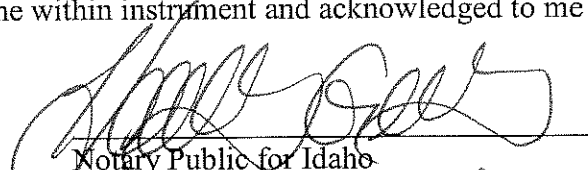
5/28/08

STATE OF IDAHO, )

County of valley )<sup>SS.</sup>

On this 15<sup>th</sup> day of November, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **Lavona Lynn Woodward**, known 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: Cascade, ID  
My Commission Expires: 9-4-07

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

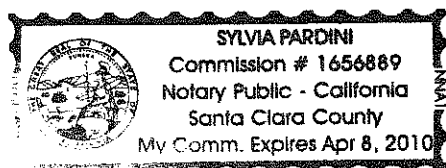
County of SANTA CLARA

On November 27, 2006 before me, Sylvia Pardini  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Aaron Ashcraft  
Name(s) of Signer(s)

☐ personally known to me

☒ (or proved to me on the basis of satisfactory evidence)



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 in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

Sylvia Pardini  
Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: Agreement

Document Date: \_\_\_\_\_ Number of Pages: 13

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

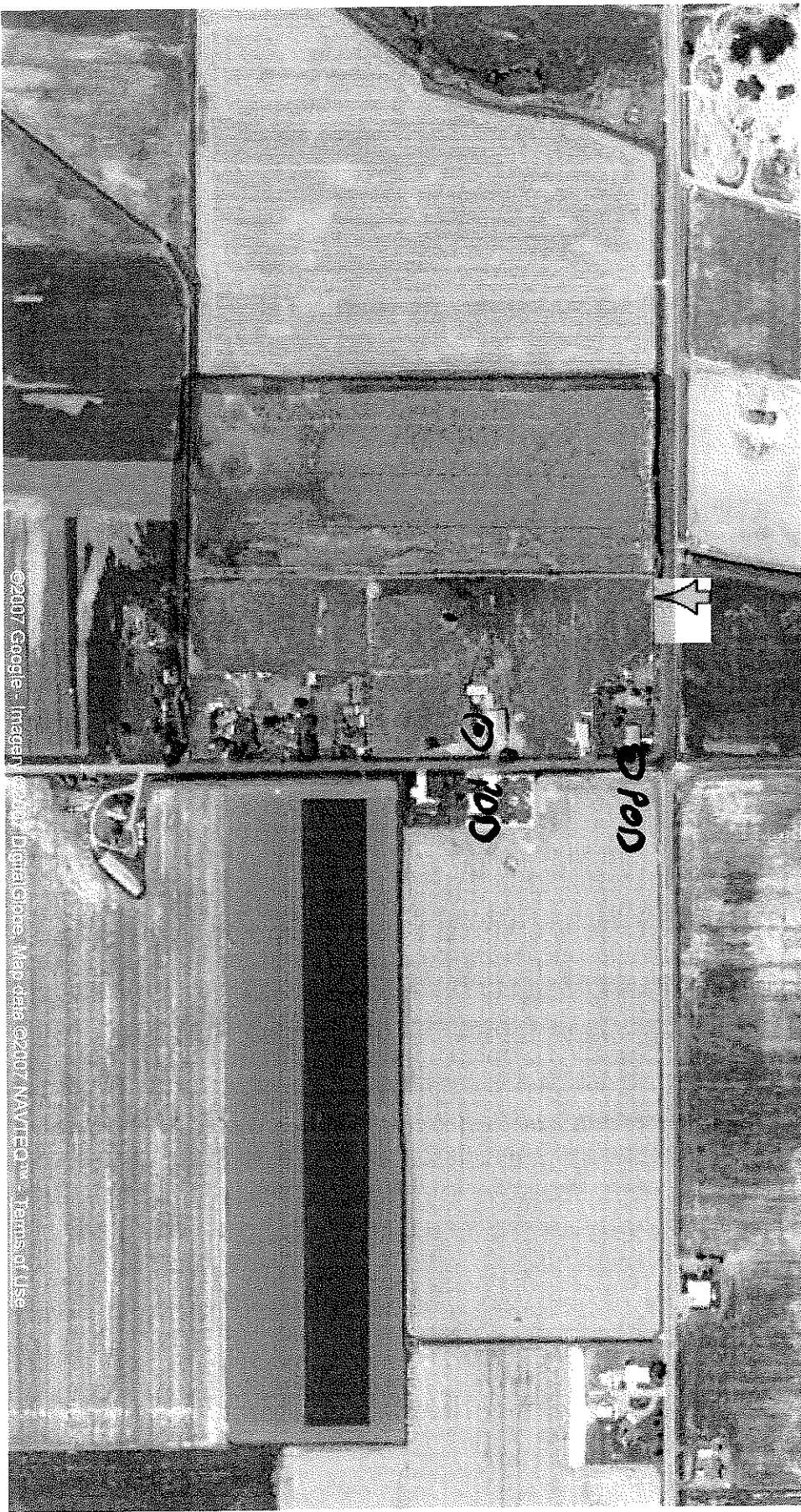
Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here



Address **2983 E 2000 N**  
**Sugar City, ID 83448**

To see all the details that are visible on the screen, use the "Print" link next to the map.



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