

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

RECEIVED

JUL 17 2005

Department of Water Resources

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 Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
	67-14021				

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

- n/a* ☒ 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 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)

Ruth L. Baird
717 County Road 70, Weiser, ID 83672

4. New Owner/Claimant(s)

Andrew M. or Yoncha Oldfield

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

New Mailing Address

717 County Road 70

City, State and ZIP Code

Weiser, Idaho 83672

New Telephone Number

(208) 549 0306 CELL# 702-308-0631

5. Date you acquired the property

Sept. 6, 2005

PO Box 68
 JUNE LAKE CA 93529

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 (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number <u>67-14021</u>		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (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 (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7.

Signature of New Owner(s) or Claimant(s)
(include title if applicable)

Lydian M. Oldfield
Jonas Oldfield

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

Receipted by

Date

Receipt No.

Processed by

AJ

Date

WR

Date

M 4/6/00 \$25.00
_____ _____ C079988
_____ _____ _____



PO BOX 591
WEISER, ID 83672

Bus (208) 414-1792
Fax (208) 414-1794

ESCROW INSTRUCTIONS

TO: AMERITITLE

ESCROW # IW2005-179
ESCROW OFFICER: Nancy Lazaro

Handed to you herewith **\$150,000.00** representing the sales price as follows:

the balance plus closing costs to be paid at the close of this escrow and such other notes, documents and funds which may be required to enable you to comply with these instructions.

You are authorized and instructed to issue or cause to be issued the specified title insurance policy or policies, in the specified amounts to wit:

Owner's **\$150,000.00**

Showing title vested in:

Andrew M. Oldfield and Yoncha Oldfield, husband and wife

Insuring the interest of:

Andrew M. Oldfield and Yoncha Oldfield, husband and wife

In the following described property in the county of WASHINGTON, State of IDAHO:

SEE ATTACHED EXHIBIT "A"

Subject to the usual printed general exceptions, exceptions #1-5 and any additional exceptions that may become apparent or of record subsequent to the date of the report as shown in AMERITITLE's title commitment # which I have READ AND APPROVED and:

Warranty deed to Buyer

You will file or record the necessary legal instruments and then pay off such encumbrances of record as may exist at the time of closing to insure title as stated and you shall not be responsible for liens attaching after closing.

Certain items on the closing statements are estimates only and the final figures may be adjusted to accommodate exact amounts required upon disbursement. You are authorized and instructed to pay funds in accordance with the final closing statement.

Pro-rate as of Close of Escrow the following and charge or credit to my account accordingly:

ESTIMATED 2005 COUNTY TAXES/IRRIGATION

Assume a 365-day year in any prorate herein provided, unless the parties otherwise instruct you. You are to use the information contained in the last available tax statement (and any estimated increases), rental statement as provided by the seller, and beneficiary's statement, delivered into escrow for the prorates provided above. Unless otherwise set forth, it is understood that water, heating, utility charges, or connection fees will be adjusted between the buyer and seller outside this escrow and it is understood that you will assume no responsibility or liability therefore.

The parties further acknowledge that under Idaho Code Sections 63-403 and 63-2203, "New and Additional Assessments" and "Adjustments of Taxes by the Board of Commissioners", additional taxes may be levied. The parties hereto agree to hold the closing agent harmless for any pro-rata difference between themselves. The closing agent shall not pro-rate any utility charges, unless specifically instructed to do so.

Escrow is authorized and instructed to pay any compliance work/repair or inspection bills as submitted prior to the close of escrow and as set out on the closing statements for Buyer and Seller. Any bills not submitted prior to the close of escrow shall become the responsibility of the billed party with no liability or responsibility to AmeriTitle, Inc.

In all acts in this escrow relating to fire insurance, including adjustments, if any, AMERITITLE shall be fully protected in assuming that each policy is in force and that the necessary premium therefore has been paid.

The expression "Close of Escrow" means the date on which instruments referred to herein are filed for record or in the case where there are no filings, when documents have been executed by all parties and funds exchanged.

No representation as to compliance with any State laws regarding water rights or domestic water supplies, well identification number, well information notices and any other required seller disclosures, subdivision acts and zoning ordinances have been made by escrow agent. The closing agent shall have no responsibility for compliance with any truth-in-lending, usury or consumer protection laws of The United States of America or The State of Idaho.

AMERITITLE has not performed a search for or filed any Financing Statements (UCC-1) as part of this transaction. AMERITITLE shall be held harmless from any and all liability resulting from issues involving Financing Statements (UCC-1). Any such search or filing shall be handled by the parties outside of this escrow closing. All parties have been advised by AMERITITLE to seek legal advice regarding Financing Statements.

The parties have entered into a contract for the purchase and sale of subject property entitled Real Estate Purchase & Sale Agreement hereinafter referred to as the contract. The closing agent is hereby instructed to close the transaction in accordance with the terms of the Contract as well as these instructions, HOWEVER, in the event the terms of the contract and the terms of these instructions shall conflict, the terms of these instructions shall control.

In the event this transaction does not close for any reason, the closing agent shall be entitled to reimbursement for any and all costs expended by it and shall be further entitled to an escrow cancellation fee not to exceed one half of the normal fee and parties hereto agree to be jointly and severally liable for same. Further, any earnest money deposited with the closing agent shall be refunded only upon written instructions from the parties hereto, EXCEPT that in the event the earnest money has been deposited by the Broker, the closing agent is hereby authorized to refund same to the broker's trust account for his disposition to the parties and in the event the closing agent has incurred expenses in connection herewith, the closing agent shall be entitled to retain so much of the earnest money as it is entitled to hereunder for the reimbursement of said expenses.

These instructions shall be binding on the undersigned until the close of business 30 days from the date hereof and/or 30 days from the closing date set forth in the earnest money agreement and shall be performed within said period or thereafter unless written demand by the undersigned is made upon you for the revocation hereof; provided, however, that your agency as escrow holder will not extend beyond six months from the date set forth below. Any such written demand shall be effective upon receipt of such demand.

You are instructed to furnish to any attorney, broker, or lender identified with this transaction, or anyone acting on behalf of such attorney, broker, or lender, any information concerning this escrow, copies of all instructions, amendments and statements upon request.

I have not been referred by AMERITITLE to any named attorney or attorneys or discouraged from seeking advice of an attorney but have been advised to seek legal counsel of my own choosing at my own expense for any question I may have. Any and all documents which AMERITITLE has prepared for use in this transaction have been prepared at the parties' direction and have been reviewed and are hereby approved as to content, form and terms.

All terms and provisions of the Earnest Money Agreement and any amendments or addendums thereto have been complied with to the complete satisfaction of the parties or will be complied with outside of escrow, and all notices, demands, and instructions must be in writing.

Unless otherwise instructed, AMERITITLE assumes no liability or responsibility for verification of the nationality or foreign status of any transferor/seller in this transaction and has no responsibility for the collection, withholding, reporting or payment of any amounts due under Section 1445 and 6039C of the Internal Revenue Code commonly called FIRPTA, or any agency with state authority or jurisdiction.

These instructions may be signed in counterparts, with like effect as if all signatures appeared on a single copy. Consent, acceptance or approval required or remitted by any party hereunder may be given by facsimile transmission.

AMERITITLE's liability hereunder is limited to its obligations specifically set forth herein. AMERITITLE may terminate this escrow at any time, without notice, or liability. Documents and monies shall be returned to the parties depositing them. In the event AMERITITLE earns interest on any monies deposited hereby, said interest may be retained by AMERITITLE as additional earned fees, whether or not related to this escrow. If for any reason disputed funds are retained in escrow, you may deduct therefrom \$25.00 per month as custodian.

If a controversy arises between the parties hereto or with any third person, AMERITITLE shall have the right to stop all proceedings in and performance of this escrow until satisfactory written evidence of settlement is provided, whether or not such controversy results in litigation brought by the parties, by a third person, or in an interpleader action brought by you. The parties promise to pay on demand and indemnify AMERITITLE from and against all litigation and interpleader costs, damages, judgments, attorneys' fees, and expenses arising out of such controversy and settlement.

We understand that recording and disbursement may be subject to final review and the approval of the loan package by the lender. Upon their approval you are authorized to record the documents in this transaction prior to the receipt of loan funds from the lender. At your discretion, you are authorized to receive and/or disburse any funds in connection with this escrow by electronic (wire) transfer. Should funds be deposited in a form other than wire transfer, parties acknowledge that escrow agent will be unable to fund and disburse until such time as said funds are considered collected.

The sellers hereby authorize and instruct AmeriTitle to make changes necessary to the vesting documents and instructions reflecting the Buyer Names in accordance with the Lender Instructions. Said changes are limited to the proper spelling of names and/or addition or deletion of middle names and initials.

The undersigned acknowledge that the monies handled by AMERITITLE in this escrow, along with monies received in all escrows with this company, will be held in an escrow trust account.

In consideration of this account, the bank provides certain benefits to AMERITITLE, (i.e. payment of accounting services, etc) which are passed on to the consumer by this company in the form of lower escrow fees.

Borrower(s) acknowledge that, pursuant to regulations adopted under the real estate settlement procedures act, I (we) have a right to review the HUD-1 settlement statement one day prior to closing and do hereby waive such right and instruct the settlement agent herein to proceed in accordance with alternative sections of such regulations.

IF THIS WILL BE YOUR PRINCIPAL RESIDENCE, AND YOU WILL TAKE POSSESSION BEFORE APRIL 14, YOU WILL NEED TO FILE FOR A HOMEOWNERS EXEMPTION WITH THE COUNTY ASSESSOR BY APRIL 15.

IF THIS IS NEW CONSTRUCTION, YOU WILL HAVE 30 DAYS TO FILE FOR YOUR HOMEOWNERS EXEMPTION ONCE YOU RECEIVE YOUR OCCUPANCY PERMIT.

IT IS UNDERSTOOD BY THE PARTIES SIGNING THE ABOVE OR ATTACHED INSTRUCTIONS THAT THE INSTRUCTIONS ARE THE COMPLETE INSTRUCTIONS BETWEEN THIS FIRM AS AN ESCROW AGENT AND YOU AS A PRINCIPAL TO THE ESCROW TRANSACTION. THESE INSTRUCTIONS MAY NOT INCLUDE ALL THE TERMS OF THE AGREEMENT WHICH IS THE SUBJECT OF THIS ESCROW. READ THESE INSTRUCTIONS CAREFULLY, AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO YOU.

SELLER'S SIGNATURE

Ruth Lola Wilson Baird

Ruth Lola Wilson Baird

Dated: 09-06-05

Mailing Address:

717 County Road 70
Weiser, ID 83672

Acknowledged by Timcor Exchange Corporation,
subject to approval by Exchange(s).
Execution of this document shall not be construed to imply
that Timcor has rendered an opinion as to the legal
or tax consequences of this transaction.

BUYER'S SIGNATURE

Timcor 1031 Exchange Corporation

[Signature]

Approved By: Steve Decker, Accommodator

Andrew M. Oldfield

Andrew M. Oldfield

Dated: 9/6/05

Mailing Address:

P.O. Box 68
June Lake, CA 93529

Yoncha Oldfield

Yoncha Oldfield

Dated: 9/6/05

Mailing Address:

Receipt of money and/or instruments herein above mentioned is hereby acknowledged:

AMERITITLE

By

Nancy Lazaro

EXHIBIT "A"

Beginning at the Northeast corner of Lot 2 in Section 33, Township 11 North, Range 6 West of the Boise Meridian, Washington County, Idaho:

thence West along the North line of said Lot 2 to a point within Lot 3 of said Section 33, 96 rods;

thence South to Snake River;

thence up and along said Snake River to a point 1254 feet South of the East and West center line of said Section 33;

thence East to the North and South center line of said Section 33;

thence North to the place of beginning.

193680

RECEIVED

SEP 16 2005

Department of Water Resources

RECORDATION REQUESTED BY:

Thomas G. Walker, Esq.
 Cosho, Humphrey Greener & Welsh, P.A.
 815 West Washington Street
 Boise, ID 83702

WHEN RECORDED MAIL TO:

Thomas G. Walker, Esq.
 Cosho, Humphrey Greener & Welsh, P.A.
 815 West Washington Street
 Boise, ID 83702

SEND TAX NOTICES TO:

Ruth Lola Wilson Baird
 717 County Road 70
 Weiser, Idaho 83672

Instrument # 193680**WEISER, WASHINGTON, IDAHO****2004-05-11 10:45:00 No. of Pages: 3****Recorded for: RILEY HILL****SHARON WIDNER****Ex-Officio Recorder Deputy Fee: 9.00****Index to: DEED**

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

PERSONAL REPRESENTATIVE'S DEED

THIS DEED is made by Riley J. Hill, in his capacity as Personal Representative of the Estate of Wilhelm Nollenberger, deceased, Grantor, to:

Ruth Lola Wilson Baird, a single woman as her sole and separate property, whose address is 717 County Road 70, Weiser, Idaho 83672, Grantee.

WHEREAS, Grantor is the qualified Personal Representative of said estate, filed as Case filed as Case No. SP 03 00422 in the District Court of the Third Judicial District of the State of Idaho in and for the County of Washington; and

THEREFORE, for valuable consideration received, Grantor sells and conveys to Grantee as specified above decedent's interest in the following described real property in Washington County, Idaho and more particularly described as follows:

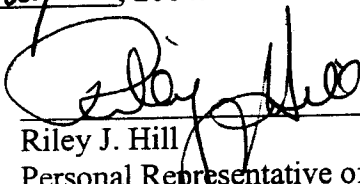
Beginning at the Northeast corner of Lot 2 in Section 33, Township 11 North, Range 6 West of the Boise Meridian: Thence West along the North line of said Lot 2 to a point within Lot 3 of said Section 33, 96 rods; Thence South to Snake River; Thence up and along said Snake River to a point 1254 feet South of the East and West center line of said Section 33; Thence East to the North and south center line of said Section 33; Thence North to the place of beginning, on the soil, Washington county, the state of Idaho.

Further described in the attached Exhibit A.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining; and subject to all easements and rights of way of record or appearing on the land.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, its heirs and assigns forever.

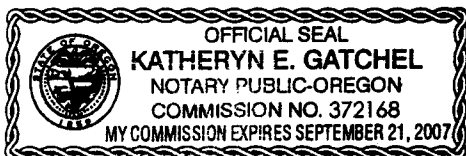
DATED this 10 day of May, 2004.


 Riley J. Hill
 Personal Representative of the Estate of
 Wilhelm Nollenberger, deceased

STATE OF Oregon)
) ss.
 County of Malheur

On this 10th day of May, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Riley J. Hill, known to me to be the person whose name is subscribed to the within instrument as the Personal Representative of the Estate of Wilhelm Nollenberger, and acknowledged to me that he executed the same as such Personal Representative.

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




 NOTARY PUBLIC FOR _____
 Residing at _____
 My commission expires: _____

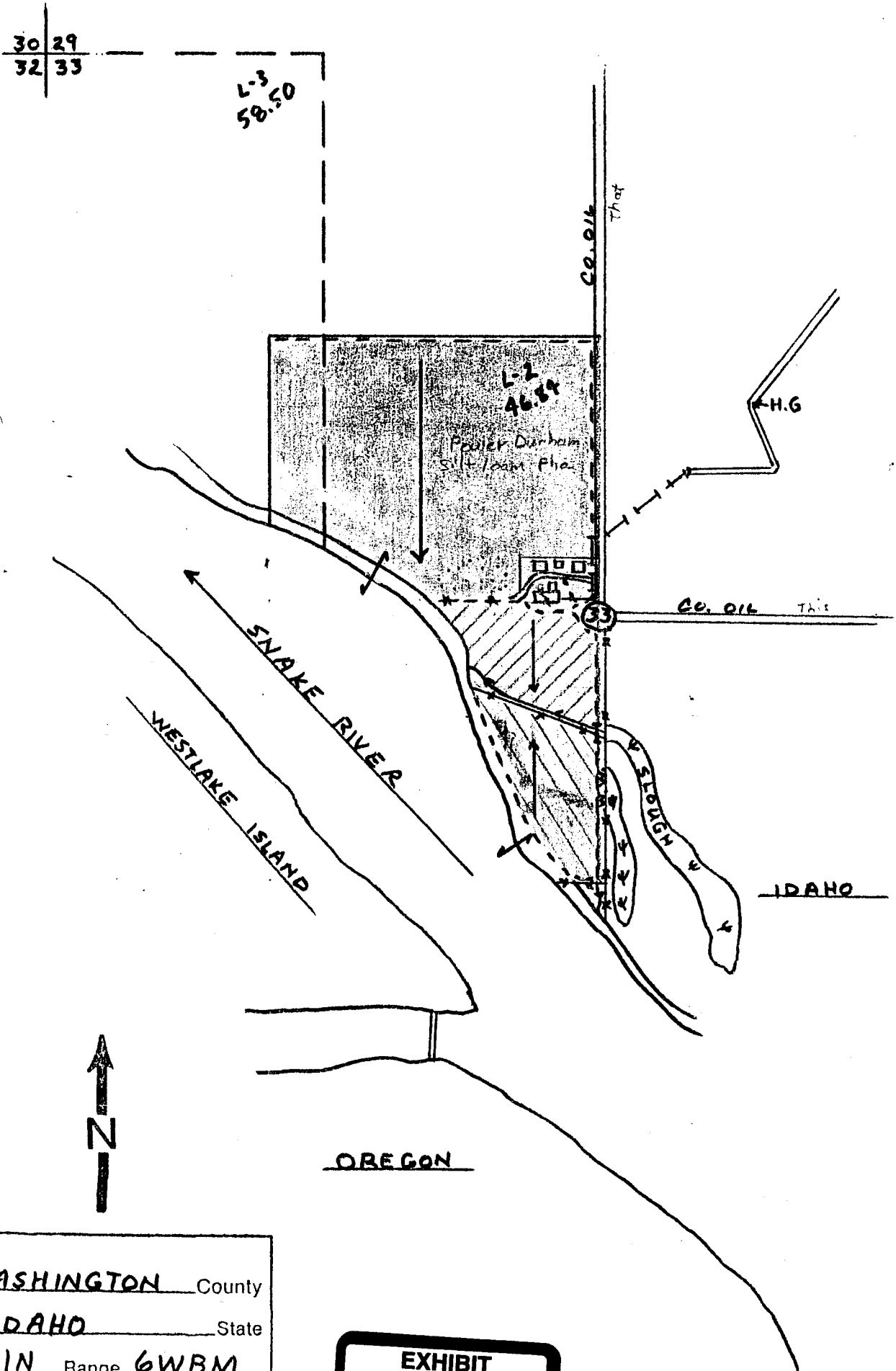
s Initials S.N.

PLAT OF FARM

Use Standard Legend. Indicate roads and show direction and distance to nearest town. Indicate points of compass—show scale of map.
Designate section numbers at section centers. If more than one source of irrigation supply, indicate area served by each.

INSTRUMENT NO. 169723

PAGE 2 OF 3



<u>WASHINGTON</u> County	
<u>IDAHO</u> State	
Twp. <u>11N</u>	Range <u>6WBM</u>
Scale: <u>1" = 660'</u>	
Plat by: <u>S.N.</u>	Checked by: <u>[Signature]</u>

