

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.

RECEIVED
AUG 11 2004

Department of Water Resources
Eastern Region

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List ~~5~~ ¹ ~~water~~ ^{adjudication} ~~right~~ ^{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
~~22-173~~	22-173				
22-16542					

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DEPARTMENT OF
WATER RESOURCES

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts. \$25 -
- 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) Leland and Bewlah Widdison
1624 W. 2000 N.
4. New Owner/Claimant(s) Rexburg, ID. 83440
Name Connector (Check one): ☐ and, ☐ or, ☒ and/or
- New Mailing Address Owen and/or Barbara Moulton
City, State and ZIP Code PO Box 149 Driggs, ID. 83422
New Telephone Number (208) 456-2368
5. Date you acquired the property 08/06/04

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 _____		
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) Barbara Moulton

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 JC Date 8-11-04 Fee 825-
 Receipted by JC Date 8-11-04 Receipt No. E030129
 Processed by _____ AJ Date _____ WR _____ Date _____

162731
WARRANTY DEED

RECEIVED

AUG 06 2004

TETON CO., ID
CLERK RECORDER

For Value Received **Leland Widdison and Beulah Widdison as Trustees of the Leland and Beulah Widdison Trust**

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

Owen D. Moulton and Barbara L. Moulton, husband and wife

whose address is: **PO Box 149, Driggs, ID 83422**

Hereinafter called the Grantee, the following described premises situated in Teton County, Idaho, to-wit:

Township 6 N, Rng. 45 E. B.M. Teton County, Idaho,

Section 30: Commencing at the W $\frac{1}{4}$ corner of said Section 30, the point of beginning: thence N 00°41'00"E, 2193.59 feet along the West line of said Section 30 to a point; thence 89°47'09"E, 168.75 feet to a point; thence N 00°41'00"E, 150.00 feet to Hayden Cemetery; thence N 89°47'09"E, 553.25 feet to a point; thence N 00°41'00"E, 265.00 feet to State Highway 33 right-of-way; thence S 89°29'37"E, 1923.25 feet to a point on the East line of the NW $\frac{1}{4}$ of Section 30; thence S 00°35'11"W, 2591.17 feet to the SE corner of NW $\frac{1}{4}$; thence S 89°56'01"W, 2649.76 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM the existing country road right-of-way along the East and West property boundaries of the above described property.

Together with all appurtenant water rights

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: 8-4-04

Leland and Beulah Widdison Trust

BY: Beulah Widdison

Beulah Widdison, Trustee

STATE OF UTAH

COUNTY OF SL

ss.

Instrument # **162731**

DRIGGS, TETON, IDAHO

2004-08-06

03:28:40 No. of Pages: 1

Recorded for: FIRST AMERICAN TITLE

NOLAN G. BOYLE

Fee: 3.00

Ex-Officio Recorder Deputy Nolan G. Boyle

Index to: DEED, WARRANTY

Hereinafter called the Grantee, the following described premises situated in Teton County, Idaho, to-wit:

Township 6 N, Rng. 45 E. B.M. Teton County, Idaho,

Section 30: Commencing at the W $\frac{1}{4}$ corner of said Section 30, the point of beginning: thence N 00°41'00"E, 2193.59 feet along the West line of said Section 30 to a point; thence 89°47'09"E, 168.75 feet to a point; thence N 00°41'00"E, 150.00 feet to Hayden Cemetery; thence N 89°47'09"E, 553.25 feet to a point; thence N 00°41'00"E, 265.00 feet to State Highway 33 right-of-way; thence S 89°29'37"E, 1923.25 feet to a point on the East line of the NW $\frac{1}{4}$ of Section 30; thence S 00°35'11"W, 2591.17 feet to the SE corner of NW $\frac{1}{4}$; thence S 89°56'01"W, 2649.76 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM the existing country road right-of-way along the East and West property boundaries of the above described property.

Together with all appurtenant water rights

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: 8.4.04

Leland and Beulah Widdison Trust

BY: Beulah Widdison

Beulah Widdison, Trustee

STATE OF UTAH

COUNTY OF SL

Instrument # 162731

DRIGGS, TETON, IDAHO

2004-08-06

03:26:40 No. of Pages: 1

Recorded for: FIRST AMERICAN TITLE

NOLAN G. BOYLE

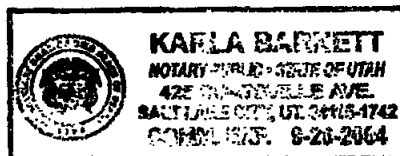
Fee: 3.00

Ex-Officio Recorder Deputy Basdi

Index to: DEED, WARRANTY

On this 4th day of August, 2004, before me a notary public, personally appeared Beulah Widdison, known or identified to me (or proved to me on the oath of), to be the person(s) whose name(s) is subscribed to the within instrument as trustee and acknowledged to me that she executed the same as such trustee.

Karla Barnett
Notary Public of KARLA BARNETT
Residing at 425 COSTA VIKO SEC
Commission Expires: 09/26/2004



162731

After Recording Return to: Farm Credit Services - Rexburg
217 North Second East
PO Box 157
Rexburg, ID 83440

Mortgage

COPY

On August 4, 2004, Owen D. Moulton and Barbara Moulton, husband and wife, hereinafter called Mortgagors, whose address is

527 N Highway 33
Box 149
Driggs, ID 83422

grant, convey, warrant, transfer and assign to Northwest Farm Credit Services, FLCA, a corporation organized under the Farm Credit Act of 1971, as amended, hereinafter called Mortgagee, whose address is 1700 South Assembly Street, P.O. Box 2515, Spokane, Washington 99220-2515, a mortgage and security interest in property in Teton County(ies), State of Idaho, more particularly described as follows:

Township 6 N, Rng. 45 E. B. M. Teton County, Idaho.

Section 30: Commencing at the W1/4 corner of said Section 30, the point of beginning: thence N 00°41'00" E, 2193.59 feet along the West line of said Section 30 to a point; thence N 89°47'09" E, 168.75 feet to a point; thence N 00°41'00" E, 150.00 feet to Hayden Cemetery; thence N 89°47'09" E, 553.25 feet to a point; thence N 00°41'00" E, 265.00 feet to State Highway 33 right-of-way; thence S 89°29'37" E, 1923.25 feet to a point on the East line of the NW1/4 of Section 30; thence S 00°35'11" W, 2591.17 feet to the SE corner of NW1/4; thence S 89°56'01" W, 2649.78 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM the existing country road right-of-way along the East and West property boundaries of the above described property.

and including all rents, issues, profits, buildings and improvements thereon and in all tenements, hereditaments, rights, privileges, easements, rights of way and appurtenances, (including without limitation private roads, grazing privileges, water rights, ditches and conduits and rights of way therefor, all plumbing, lighting, heating, cooling, ventilating, elevating, and irrigating apparatus and other equipment and fixtures, now or hereafter belonging to or used in connection therewith), all of which is hereinafter called the "Property."

The following described Note(s), Membership Agreements, security documents and any other documents or instruments signed in connection with the Note(s) and security documents and any amendments thereto are collectively called the "Loan Documents." "Advances" shall include any amounts provided to Mortgagor under the terms of the Loan Documents and any amounts expended by Mortgagee to protect the Property or enforce its rights under the Loan Documents. This conveyance is intended to secure performance of the covenants and agreements contained herein, and in any Loan Documents, and payment of the indebtedness under the terms of the Note(s) made by Mortgagors to the order of Mortgagee, with interest and charges as provided therein and in the Loan Documents, and any extensions, modifications or renewals thereof:

DATE OF NOTE	PRINCIPAL AMOUNT	FINAL INSTALLMENT DATE
August 4, 2004	\$250,000.00	January 1, 2019

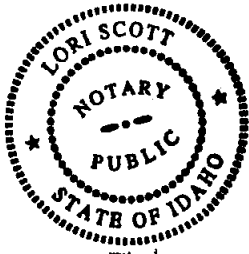
The terms of the Note(s) and Loan Documents, described above, provide that the interest rate, payment terms or amounts due may be indexed, adjusted, renewed or renegotiated.

Mortgagors and each of them REPRESENT, WARRANT, COVENANT and AGREE:

1. That they have title to the Property free from encumbrances, except as described above, they have good right and lawful authority to convey and encumber the same; they will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever; and they agree this covenant shall not be extinguished by foreclosure or other transfers. Mortgagor authorizes Mortgagee to file a financing statement and any continuations thereof, describing any personal property or fixtures described herein, without further signature by Mortgagor.
2. To keep all buildings and other improvements, now or hereafter existing, in good repair, not to remove or demolish or permit the removal or demolition of any building or other improvement; to restore promptly in a good and workmanlike

STATE OF Idaho)
County of Teton)ss.

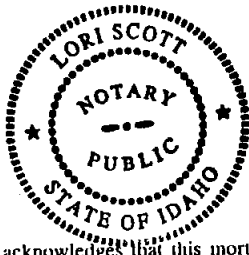
On this 4th day of August, 2004, before me personally appeared Owen D. Moulton, to me known to be the person(s) described in and who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.



Lori Scott
Printed name Lori Scott
Notary Public for the State of Idaho
Residing at Idaho Falls ID
My commission expires October 26, 2004

STATE OF Idaho)
County of Teton)ss.

On this 4th day of August, 2004, before me personally appeared Barbara Moulton, to me known to be the person(s) described in and who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.



Lori Scott
Printed name Lori Scott
Notary Public for the State of Idaho
Residing at Idaho Falls ID
My commission expires October 26, 2004

Mortgagee acknowledges that this mortgage is subject to a security interest in favor of CoBank, ACB (Bank) and by its acceptance hereof and pursuant to and in confirmation of certain agreements and assignments by and between Mortgagee and Bank, does assign, transfer and set over the same unto Bank, its successors and assigns, to secure all obligations of Mortgagee to Bank, provided that pursuant to such agreements and assignments Mortgagee has authority to perform all loan servicing and collection actions and activities hereunder, including, without limitation thereto, releasing in whole or in part and foreclosing judicially or otherwise this mortgage until the Bank, by instrument recorded in the office in which this mortgage is recorded, revokes such authority.

Instrument # 162666
 DRUGS. TETON. IDAHO
 7004-08-04 No. of Pages: 1
 Recorded for A W ENGINEERING 07/25/29
 NOLAN G. BOYLE Fee: 5.00
 El-Oftice Recorder Deputy
 Intent to Proprietary Survey