

STATE OF IDAHO
CERTIFICATION OF VITAL RECORDS

STATE OF IDAHO
IDAHO DEPARTMENT OF HEALTH AND WELFARE
BUREAU OF VITAL RECORDS AND HEALTH STATISTICS
CERTIFICATE OF DEATH

Date Filed DECEMBER 08, 2017

State File No. 2017-12779

DECEDENT - LEGAL NAME JUDY A WHITTIER			
SEX FEMALE	SOCIAL SECURITY NUMBER [REDACTED]	AGE 70 YEARS	DATE OF BIRTH NOVEMBER 12, 1947
BIRTHPLACE GRAND RAPIDS, MINNESOTA		PLACE OF RESIDENCE MAY, IDAHO	
MARITAL STATUS AT TIME OF DEATH MARRIED		NAME OF SURVIVING SPOUSE (If wife, maiden name) LARRY DEAN WHITTIER	WAS DECEDENT EVER IN U.S. ARMED FORCES? NO
FATHER - NAME DONALD RUSSELL MOORS		BIRTHPLACE MINNESOTA	
MOTHER - MAIDEN NAME MARGARIUTE CLARK		BIRTHPLACE MINNESOTA	
METHOD OF DISPOSITION BURIAL		FUNERAL SERVICE LICENSEE MICHAEL R ROSSEY	
NAME AND ADDRESS OF FUNERAL FACILITY JONES AND CASEY FUNERAL HOME - CHALLIS, SALMON, IDAHO			
DATE OF DEATH DEC. 05, 2017	TIME OF DEATH 4:50 P.M.	CITY, TOWN OR LOCATION OF DEATH MAY, IDAHO	COUNTY OF DEATH CUSTER
CAUSE OF DEATH (underlying cause last) a. MALIGNANT STROKE OR HEMORRHAGE			Approximate Interval Between Onset and Death IMMEDIATE
DUE TO (or as a consequence of): b. PARTIAL COMPLEX EPILEPSY			
DUE TO (or as a consequence of): c. DIABETES - NON-INSULIN			
DUE TO (or as a consequence of): d. HYPERTENSION			
OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH but not resulting in the underlying cause given above NONE STATED			WAS AN AUTOPSY PERFORMED? NO
MANNER OF DEATH NATURAL		NAME OF CERTIFIER ERICH W. GARLAND, M.D.	TITLE PHYSICIAN
CORONER SUBSEQUENT CERTIFICATION IF NECESSARY			
EXTERNAL CAUSES ONLY			
DATE OF INJURY	TIME OF INJURY	PLACE OF INJURY	INJURY AT WORK?
LOCATION WHERE INJURY OCCURRED			
DESCRIPTION OF HOW INJURY OCCURRED			

This is a true and correct reproduction of the document officially registered and placed on file with the IDAHO BUREAU OF VITAL RECORDS AND HEALTH STATISTICS.

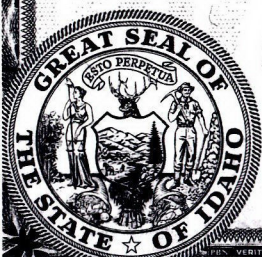
DECEMBER 08, 2017

DATE ISSUED:

This copy not valid unless prepared on engraved border displaying state seal and signature of the Registrar.

James B. Aydelotte
JAMES B. AYDELOTTE
STATE REGISTRAR

MAY 13 2018





Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

August 31, 2023

RAYMOND WHITTIER
KELLI WHITTIER
4400 PAHSIMEROI RD
MAY ID 83253

RE: Change in Ownership Water Right No. 73-160A, 73-167, 73-186, 73-2058, 73-2064A, 73-2169, 73-4102A, 73-7089, 73-7090, 73-10003

Dear Sir/Madam:

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership on March 9, 2023, for the above-mentioned water rights. The Notice could not be processed because additional information was required and after working with the department for several months you have decided to file the ownership change after the deeds are recorded.

Because the department is returning your application you are entitled to a full refund. The department has initiated the refund and it should arrive from the state office in couple of weeks.

Please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact the Department if you have any questions.

Sincerely,

Jonie Bailly
Technical Records Specialist

SCANNED

AUG 31 2023

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

MAR 09 2023

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Department of Water Resource
Eastern Region

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
73-160A	Yes ☐	Yes ☐	73-2169	Yes ☐	Yes ☐
73-167	Yes ☐	Yes ☐	73-4102A	Yes ☐	Yes ☐
73-186	Yes ☐	Yes ☐	73-7081	Yes ☐	Yes ☐
73-2058	Yes ☐	Yes ☐	73-7090	Yes ☐	Yes ☐
73-2064A	Yes ☐	Yes ☐	73-10003	Yes ☐	Yes ☐

2. Previous Owner's Name: Larry Whittier
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Raymond or Kelli Whittier
New owner(s) as listed on the conveyance document Name connector ☐ and ☒ or
- 4400 Pahsimeroi Rd May ID 83253
Mailing address City State Zip
- (208) 313-5564 kelliwhittier@hotmail.com
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: Mar 31, 2015
6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
☐ If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
☐ \$25 per undivided water right.
☐ \$100 per split water right.
☐ No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

SUPPORT DATA

IN FILE # 73-160A

8. Signature: [Signature] 2/13/23
Signature of new owner/claimant Title, if applicable Date
- Ray Whittier
Print name
- Signature: [Signature] 2/13/23
Signature of new owner/claimant Title, if applicable Date
- Kelli Whittier
Print name

Received by: JB Date: 3/10/2023 For IDWR Office Use Only: Refund Requested - Returned.
 Active in the Water Supply Bank? Yes ☐ No ☐ Receipt No. E048967 Receipt Amt. \$250. -
 Name on W-9 _____ Approved by _____ Processed by _____ Date SCANNED

AUG 31 2023

263929

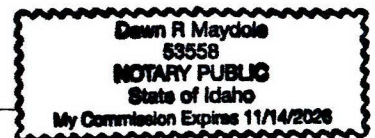
7. The parties agree that the purchase of the Property includes all of Seller's interest in any water rights in such Property. Notwithstanding any other terms of the Agreement, as herein in amended, the parties may facilitate the transfer of such water rights to Buyers any time prior to the conveyance of the Warranty Deed for the Property. Until the Warranty Deed for the Property has been conveyed to Buyers, to the extent Seller retains any interest in the water rights for the Property, Seller hereby irrevocably appoints Buyers as his attorneys in fact to take any action Buyers deem necessary to utilize the water rights for the benefit of the Property.
8. The parties agree and acknowledge that, since execution of the Agreement, Buyers have taken over financing of the Property with Bank of Commerce/Western AgCredit ("Lender") directly, and Seller has been released from any financing obligations for the Property. Paragraph 7 is hereby amended to delete any reference to a "wraparound" arrangement with the Lender, as such arrangement has terminated.
9. Except as it relates to the residence, the Agreement (including paragraphs 15 and 16) is modified such that Buyers shall have no obligation to provide insurance for the Property, except as they may choose. In no event shall Seller be listed as an additional insured on any policy; nor shall Seller be entitled to any insurance proceeds in the event of a loss.
10. All other terms of the Agreement shall remain in place, except to the extent modified, expressly or by implication, by this Amendment.
11. The Recitals above constitute material and operative provisions in this Amendment, and are incorporated by reference.

Larry D. Whittier
Larry D. Whittier

3-27-23
Date

Raymond Whittier
Raymond Whittier

3-27-23
Date



Kelli Whittier
Kelli Whittier

3/27/23
Date

Dawn R Maydole

250233

Custer County Rec. of
Hopkins Roden Cracker
Time 12:41 PM Date 4/22/2015
Lura H. Baker, Clerk
Deputy

MEMORANDUM OF AGREEMENT

This Memorandum, entered into this 31 day of Mar, 2015, by and between LARRY D. WHITTIER and JUDITH A. WHITTIER, husband and wife, whose address is 4402 Pahsimeroi Road, May, Idaho 83253 (referred to as "Sellers"), and RAYMOND WHITTIER and KELLI WHITTIER, husband and wife, whose address is 4400 Pahsimeroi Road, May, Idaho 83253 (referred to as "Buyers"), gives notice of the Agreement described below, which affects the parties' interests in the real property described hereafter.

The parties hereby disclose the following information:

1. **Real and Personal Property Sale Agreement.** On 31 Mar, 2015, the parties entered into that certain Real and Personal Property Sale Agreement (the "Agreement") wherein, among other things, Sellers agreed to sell and Buyers agreed to buy that certain real property located in Custer County, Idaho ("the Property"), and more particularly described as follows:

See Exhibit A attached hereto.

2. **Life Estate in the Residence.** Pursuant to that Agreement, Sellers reserve a life estate in their current residence on the Property, together with all of its yards, gardens, orchards, pastures, and domestic outbuildings. The legal description of the portion of the Property in which the Sellers reserve a life estate is attached hereto as Exhibit B. Sellers remain the sole and absolute owners of the contents of the home in which they reside. Their life estate includes the right to reside in that home in the position it now occupies rent free for the rest of the lives of the Sellers, or either of them, and a right of ingress and egress over the Property for the ordinary residential use thereof.

3. **Rent Free Use of the Property for Cattle and Sheep.** Sellers also reserve the right to use the Property rent-free to graze 38 cow-calf pairs. That privilege shall continue until the later of December 20, 2029 or the date when the Bank of Commerce mortgage debt on the Property is paid off, but no longer than December 20, 2031 or the date when both Sellers are deceased, whichever occurs first. The Sellers' occupancy of the Property for that purpose shall be non-exclusive (i.e., Buyers shall also have the right to use the Property simultaneously for the purpose of grazing their own cattle). Sellers also reserve the right to receive $\frac{1}{2}$ of the lamb crop annually, and to pasture those lambs on the Property during the same period as described above.

4. **Additional Payments in the Event of a Sale.** In the event that the Buyers (or any of their successors in interest) hereafter sell the Property (excluding the Sellers' residence as described above) which is the subject of the Agreement, voluntarily or involuntarily, to any third party (including but not limited to members of the Buyers' own family) at any time while either of the Sellers survive, then upon the closing of such sale

a certain portion of the sale proceeds shall be paid by the purchasers thereof directly to Sellers. The portion of the purchase price to be paid to Sellers shall be determined by a formula set forth in the Agreement.

In the event that the Buyers only sell a portion of the Property that they purchased under the Agreement, then that formula shall be applied just to that portion of the Property that is sold, and the rest of the Property shall remain subject to the requirements set forth in the Agreement, to be applied in the event of any subsequent sale of the remaining property. In the event that the Buyers enter into a bargain-sale of the Property (i.e., a sale at a price less than fair market value, which constitutes a gift to the extent that the total value of the property exceeds the price paid), or in the event they make an outright gift of the Property, then the fraction of the Property that is gifted will likewise remain subject to the requirements set forth in the Agreement, to be applied in the event of any subsequent sale of that fraction of the Property.

Upon any sale of any portion of the Property to which this distribution of the Buyers' profits applies, that portion of the Property shall be released from the restrictions in the Agreement and will no longer be subject to those requirements.

5. **Treatment As Wrap-Around Contract.** The parties agreed to treat the Agreement as a wrap-around arrangement. The Sellers' Warranty Deed will not be recorded immediately, but rather the Warranty Deed will be placed in escrow at First American Specialty Services, P.O. Box 339, Blackfoot, Idaho 83221, along with a quitclaim deed from the Buyers transferring the Property back to Sellers, on the understanding that upon completion of the payment of the purchase price, the Warranty Deed will be released to the Buyers, while in the event of a default by Buyers, the quitclaim deed will be released to Sellers and the contract may be terminated as provided herein.

Notwithstanding the foregoing, the Agreement provides that Sellers may choose, prior to the final payment of the purchase price under the Agreement, to have a warranty deed to the Buyers recorded with respect to the Sellers' personal residence, subject to all existing liens and encumbrances on that property. In that event, Buyers shall deliver to Sellers, in recordable form, a Deed of Trust on that portion of the property to secure the Buyers' obligation to pay the purchase price under the Agreement.

6. **Default.** Time and the strict and faithful performance of all the duties created in the Agreement are of the essence of the Agreement. In the event of a default by the Buyers which is not cured in a timely manner, Sellers may, at Sellers' election:

a. declare the entire remaining unpaid balance of the purchase price, both principal and accrued interest, due and payable forthwith and recover that balance from Buyers, together with all other damages suffered by Sellers as a result of the default; or,

b. terminate the sale, declare it null and void, and be relieved and released from all obligations at law or in equity to convey the Property to Buyers; and all payments made under the sale and all improvements placed on the property, whether by

Sellers or by Buyers, shall be retained by the Sellers and applied as liquidated damages for the breach of the sale agreement by Buyers, and for the use of the Property during possession thereof by Buyers; and Sellers shall have the right to re-enter and take possession of the Property, including all improvements thereon, and shall be re-vested with the title thereto, free from all rights and claims of the Buyers therein; or,

c. bring suit and recover judgment for all delinquent installments, or otherwise seek specific performance of the obligations of Buyers; or,

d. accelerate the payments remaining due under the Agreement and obtain judicial foreclosure and sale of the Property under the Agreement as if it were a mortgage; or,

e. rescind the Agreement and obtain full and complete restitution from Buyers; or,

f. exercise any other rights or remedies available at law or in equity.

7. **Other Terms and Provisions.** The Agreement contains other terms and provisions which are not set forth herein but which are acknowledged by the parties, and reference is here made to the Agreement for a complete statement thereof.

8. **Recording of Memorandum.** This Memorandum is executed for the purpose of being recorded in the office of the county recorder of Custer County, where the Property is located, to give notice of the existence of the Agreement and the rights and interests of both parties in the Property. In no event will this Memorandum be deemed to modify any of the terms and conditions of the Agreement.

Dated this 31 day of Mar, 2015.

Larry D. Whittier
LARRY D. WHITTIER

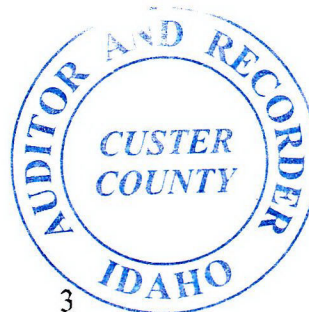
Judith A. Whittier
JUDITH A. WHITTIER

Raymond Whittier
RAYMOND WHITTIER

Kelli Whittier
KELLI WHITTIER

STATE OF IDAHO)
COUNTY OF CUSTER)SS
I hereby certify that the foregoing is a full,
true and correct copy of the original on file
in this office.

Date January 25, 2023
Anthony Campedoglio
Deputy Clerk



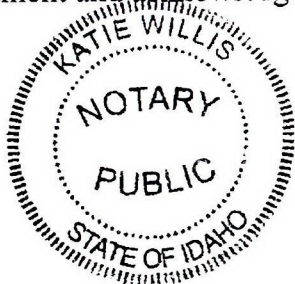
SCANNED

AUG 31 2023

STATE OF IDAHO)
) ss.
 County of Jefferson)

ON THIS 31 day of March, 2015, before me,
Katie Willis, a Notary Public in and for said State, personally
 appeared LARRY D. WHITTIER and JUDITH A. WHITTIER, husband and wife,
 known or identified to me to be the persons whose names are subscribed to the within
 instrument and acknowledged to me that they executed the same.

S
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A
L

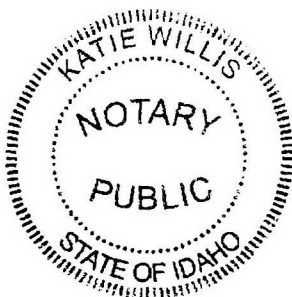


Katie Willis
 Notary Public for Idaho
 Residing at: Ribby
 My Commission Expires: May 4, 2018

STATE OF IDAHO)
) ss.
 County of Jefferson)

ON THIS 31 day of March, 2015, before me,
Katie Willis, a Notary Public in and for said State, personally
 appeared RAYMOND WHITTIER and KELLI WHITTIER, husband and wife, known or
 identified to me to be the persons whose names are subscribed to the within instrument
 and acknowledged to me that they executed the same.

S
E
A
L



Katie Willis
 Notary Public for Idaho
 Residing at: Ribby
 My Commission Expires: May 4, 2018

EXHIBIT A
LEGAL DESCRIPTION OF REAL PROPERTY

Township 12 North, Range 23 East, Boise Meridian, Custer County, Idaho:
Section 1: Lots 1, 2, 3, & 4

Township 12 North, Range 24 East, Boise Meridian, Custer County, Idaho:
Section 5: Lots 1, 2, 3 & 4, Northeast Quarter Southwest Quarter, Southeast
Quarter Northwest Quarter
Section 6: Lot 1
Section 21: Northeast Quarter, East Half Northwest Quarter

Township 13 North, Range 23 East, Boise Meridian, Custer County, Idaho:
Section 36: South Half Southeast Quarter

Township 13 North, Range 24 East, Boise Meridian, Custer County, Idaho:
Section 19: North Half Northeast Quarter, East Half Northwest Quarter
Section 31: Tract #14, Being Described as:

Beginning at a point 377 feet South from the Northeast corner of the Northwest Quarter of Section 31, Township 13 North, Range 24 East, Boise Meridian, and running thence Westerly to a point in the West line of said Quarter Section 235 feet South of the Northwest corner of Lot 1 of said Section 31; thence South along the West line of said Section to the Southwest corner of Lot 2 of said Section; thence East along the South line of said Quarter Section to the Southeast corner of the Northwest Quarter of said Section 31; thence North along the East line of said Quarter Section to the place of beginning.

Section 31: Southwest Quarter Northeast Quarter, excepting therefrom the following described property:

Beginning at the Northwest corner of the Southwest Quarter Northeast Quarter of said Section 31 and running thence East 376 feet; thence South 290 feet, thence West 376 feet, thence North 290 feet to the Point of Beginning.

The End

Baily, Jonie

From: Baily, Jonie
Sent: Thursday, August 31, 2023 11:29 AM
To: IdwrPayable
Subject: Refund Request
Attachments: Receipt(1).PDF

Good morning!

I have a refund request as follows:

Receipt number: E048967
Amount: \$250.00
Payable to: Raymond Whittier
4400 Pahsimeroi Rd
May ID 83253

Reason: Ownership Change filed. The application could not be complete. Therefore, the applicant is entitled to a full refund.

Let me know if you have any questions or need additional information. Have a great day!!!



IDAHO DEPARTMENT OF
WATER RESOURCES

Jonie Baily | Technical Records Specialist

900 N Skyline Drive Ste. A, Idaho Falls, ID 83402

Phone number: (208) 525-7161

Fax number: (208) 525-7177

Email: jonie.barg@idwr.idaho.gov

Website: www.idwr.idaho.gov



IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

March 10, 2023

RAYMOND WHITTIER
KELLI WHITTIER
4400 PAHSIMEROI RD
MAY ID 83253

RE: Change in Ownership Water Right No. 73-160A, 73-167, 73-186, 73-2058, 73-2064A, 73-2169, 73-4102A, 73-7089, 73-7090, 73-10003

Dear Sir/Madam:

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership.

Our review of your notice indicates that additional information is required before we can process the change. The information required is indicated below:

**** **Evidence of Ownership:** Besides the water rights listed above you may be entitled to all or a portion of 73-11931, I have attached the proof report for the water right for your review. If you are entitled to any portion an additional filing fee will be required. In order to update ownership, the department will require evidence of ownership. The department acknowledges receipt of a copy of the Memorandum of Agreement; however, this is a purchase and sale agreement, a preliminary document prior to the deed. In order to update the ownership a copy of the recorded Warranty Deed is required, unless the agreement specifies the water right ownership can be updated prior to the final deed. Also, according to the legal description there is a 2.5-acre parcel that is excepted from the NWSWNE Section 31 Township 13 North Range 24 East, that may affect whether all or a portion of water rights 73-7089, 73-7090, 73-4102A and 73-11931 are appurtenant to your property. Please review the map attached. There may be additional fees/information required in order to update the water rights. The filing fee for a non-split ownership change is \$25.00 per water right, the fee for a split is \$100.00 per water right.

Because the Department cannot process the ownership change without proper documentation/fees, we will hold any action on your notice pending receipt of the necessary information/fees. If we do not receive the necessary information/fees within 30 days we will return your notice and all attachments and your notice will not be processed.

Please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact the Department if you have any questions.

Sincerely,

Jonie Bailly
Technical Records Specialist

SCANNED IN

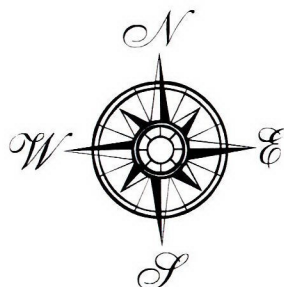
MAR 10 2023 10:23

Idaho Department of Water Resources



Legend

-  POU 73-7089, 73-7090, 73-4102A, 73-11931
-  Parcel in Question
-  Sections
-  QQ
-  Water Right POU
-  Parcels
-  Township/Range



Layout Created By:
Jonie Barg

SCANNED
AUG 24 2023 MAR 10 2023