Form 42-248/42-1409(6) Rev. 7/21

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
SEP 16 2022
DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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.

DL

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
75-14316 ✓	Yes ☐	Yes ☐		Yes ☐	Yes ☐
75-14318 ✓	Yes ☐	Yes ☐		Yes ☐	Yes ☐
75-14320 ✓	Yes ☐	Yes ☐		Yes ☐	Yes ☐
75-14322 ✓	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: James & Claire Clift
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Michael K. Woznick Revocable Living Trust
   New owner(s) as listed on the conveyance document Name connector ☐ **and** ☐ **or**

(26 Austin Rd.) PO Box 78 — Carmen — ID — 83462
Mailing address — City — State — Zip

(209) 747-7966 — Woz42Att.net
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: 10-26-17.

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.

8. Signature: Michael K. Woznick — Signature of new owner/claimant; Title, if applicable; 8-31-22 — Date
   Michael K. Woznick — Print name

   Signature: _____ — Signature of new owner/claimant; Title, if applicable; Date
   _____ — Print name

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For IDWR Office Use Only:

Receipted by KM Date 9.16.22 Receipt No. C114020 Receipt Amt. 100

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☑

Name on W-9 _____ Approved by _____ Processed by dj Date 10/18/2022

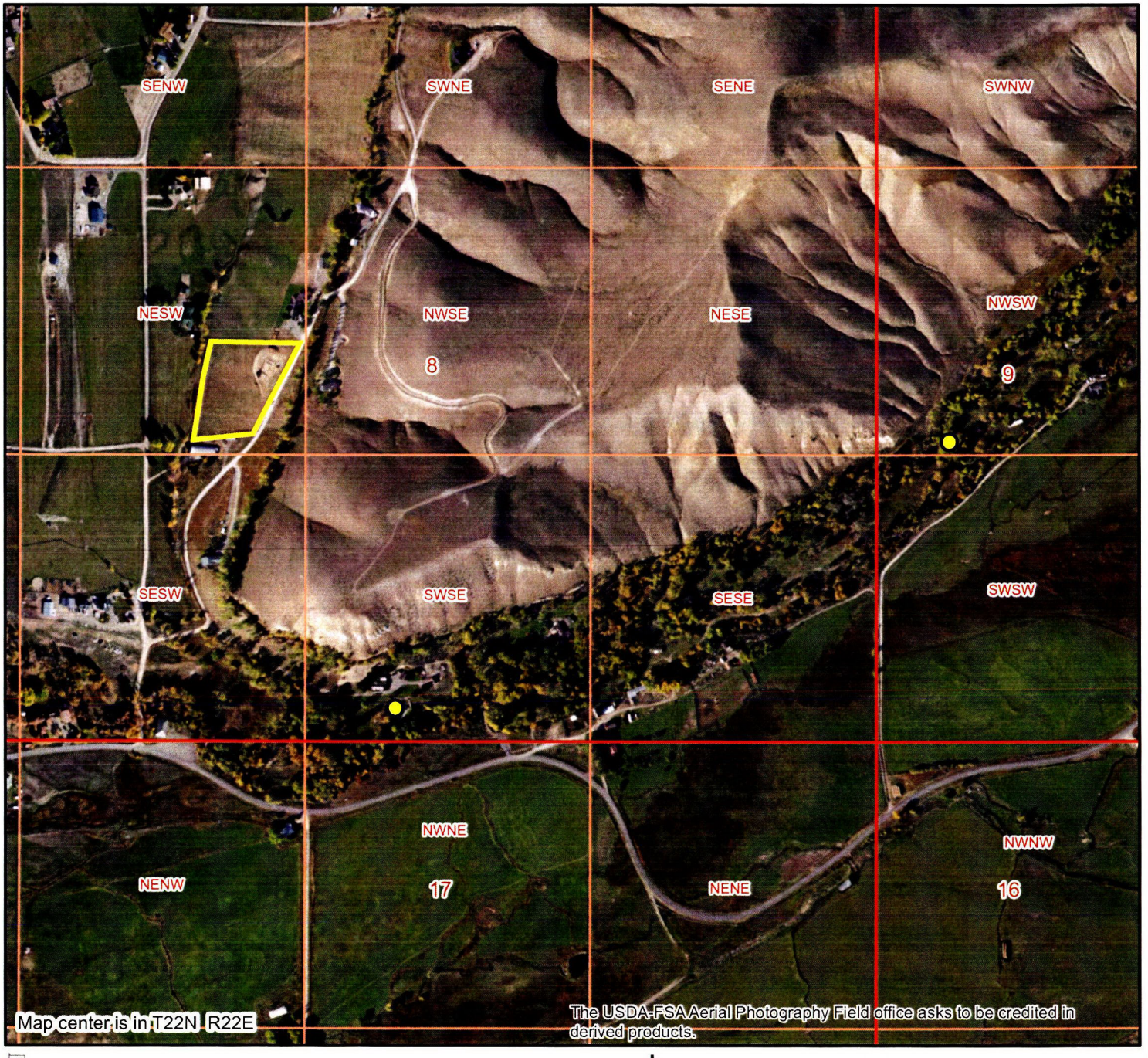
State of Idaho
Department of Water Resources

Water Right

75-14316

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.





0 0.045 0.09 0.18 0.27 0.36

Miles

Date created: 8/25/2022

Legend

- Point of Diversion
- Place of Use Boundary
- Townships
- PLS Sections
- Quarter Quarters

N

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IDWR

Close

Water Right Report : 75-14320(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	CLIFT, CLAIRE J	223 CECINA DR	DAYTON	NV	89403
Current Owner	CLIFT, JAMES W	223 CECINA DR	DAYTON	NV	89403
Original Owner	KRINGS, DUANE	922 HWY 93 N	CARMEN	ID	83462-4507
Original Owner	KRINGS, MARILYN	922 HWY 93 N	CARMEN	ID	83462-4507

Water Right Status

Priority Date : 5/1/1882
Basis : Decreed
Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
CARMEN CREEK		SALMON RIVER	

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
CARMEN CREEK	22N	22E	8	0	SW	SW	SE	LEMHI	
CARMEN CREEK	22N	22E	9	0	SW	NW	SW	LEMHI	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/01	10/31	0.01 CFS	
TOTAL			0.01 CFS	

Places of Use

Printable View | Paged View

Place of Use Legal Description : IRRIGATION (LEMHI county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
22N	22E	8			NE	SW	3.7

Irrigation Totals

Total Acres	Acre Limit
3.70	

Conditions

Code	Condtions
C18	This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
E56	The rights listed below are limited to the irrigation of a combined total 3.7 acres in a single irrigation season. Combined Right Nos.: 75-14316, 75-14318, 75-14320 and 75-14322.

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OCT 2 1 2022

Dates

Other Information

Licensed Date :
Decreed Date : 10/29/2010
Permit Proof Due Date :
Permit Proof Made Date :
Permit Approved Date :
Permit Moratorium Expiration Date :
Enlargment Use Priority Date :
Enlargement Statute Priority Date :
Application Recevied Date:
Protest Deadline Date:

State or Federal : S
Water District Number : 75D
Generic Max Rate Per Acre : 0
Generic Max Volume Per Acre : 0
Combined Acre Limit : 3.70
Combined Volume Limit:
Combined Rate Limit:
Civil Case Number :
Decree Plantiff :
Decree Defendant :
Swan Falls Trust or Nontrust :
Swan Falls Dismissed :
DLE Act Number :
Cary Act Number :
Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES

8/25/2022

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Water Right Report : 75-14318(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	CLIFT, CLAIRE J	223 CECINA DR	DAYTON	NV	89403
Current Owner	CLIFT, JAMES W	223 CECINA DR	DAYTON	NV	89403
Original Owner	KRINGS, DUANE	922 HWY 93 N	CARMEN	ID	83462-4507
Original Owner	KRINGS, MARILYN	922 HWY 93 N	CARMEN	ID	83462-4507

Water Right Status

Priority Date : 5/1/1875
Basis : Decreed
Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
CARMEN CREEK		SALMON RIVER	

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
CARMEN CREEK	22N	22E	8	0	SW	SW	SE	LEMHI	
CARMEN CREEK	22N	22E	9	0	SW	NW	SW	LEMHI	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/01	10/31	0.02 CFS	
TOTAL			0.02 CFS	

Places of Use

Printable View | Paged View

Place of Use Legal Description : IRRIGATION (LEMHI county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
22N	22E	8			NE	SW	3.7

Irrigation Totals

Total Acres	Acre Limit
3.70	

Conditions

Code	Condtions
C18	This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
E56	The rights listed below are limited to the irrigation of a combined total 3.7 acres in a single irrigation season. Combined Right Nos.: 75-14316, 75-14318, 75-14320 and 75-14322.

Dates

Other Information

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Licensed Date :
Decreed Date : 10/29/2010
Permit Proof Due Date :
Permit Proof Made Date :
Permit Approved Date :
Permit Moratorium Expiration Date :
Enlargment Use Priority Date :
Enlargement Statute Priority Date :
Application Recevied Date:
Protest Deadline Date:

State or Federal : S
Water District Number : 75D
Generic Max Rate Per Acre : 0
Generic Max Volume Per Acre : 0
Combined Acre Limit : 3.70
Combined Volume Limit:
Combined Rate Limit:
Civil Case Number :
Decree Plantiff :
Decree Defendant :
Swan Falls Trust or Nontrust :
Swan Falls Dismissed :
DLE Act Number :
Cary Act Number :
Mitigation Plan: False

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8/25/2022

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Water Right Report : 75-14316(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	CLIFT, CLAIRE J	223 CECINA DR	DAYTON	NV	89403
Current Owner	CLIFT, JAMES W	223 CECINA DR	DAYTON	NV	89403
Original Owner	KRINGS, DUANE	922 HWY 93 N	CARMEN	ID	83462-4507
Original Owner	KRINGS, MARILYN	922 HWY 93 N	CARMEN	ID	83462-4507
Original Owner	SMITH, WILLIAM			ZZ	

Water Right Status

Priority Date : 5/1/1884
Basis : Decreed
Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
CARMEN CREEK		SALMON RIVER	

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
CARMEN CREEK	22N	22E	8	0	SW	SW	SE	LEMHI	
CARMEN CREEK	22N	22E	9	0	SW	NW	SW	LEMHI	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/01	10/31	0.01 CFS	
TOTAL			0.01 CFS	

Places of Use

Printable View | Paged View

Place of Use Legal Description : IRRIGATION (LEMHI county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
22N	22E	8			NE	SW	3.7

Irrigation Totals

Total Acres Acre Limit

3.70

Conditions

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Dates

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Decreed Date : 10/29/2010
Permit Proof Due Date :
Permit Proof Made Date :
Permit Approved Date :
Permit Moratorium Expiration Date :
Enlargment Use Priority Date :
Enlargement Statute Priority Date :
Application Recevied Date:
Protest Deadline Date:

Other Information

State or Federal : S
Water District Number : 75D
Generic Max Rate Per Acre : 0
Generic Max Volume Per Acre : 0
Combined Acre Limit : 3.70
Combined Volume Limit:
Combined Rate Limit:
Civil Case Number :
Decree Plantiff :
Decree Defendant :
Swan Falls Trust or Nontrust :
Swan Falls Dismissed :
DLE Act Number :
Cary Act Number :
Mitigation Plan: False

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8/25/2022

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Water Right Report : 75-14322(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	CLIFT, CLAIRE J	223 CECINA DR	DAYTON	NV	89403
Current Owner	CLIFT, JAMES W	223 CECINA DR	DAYTON	NV	89403
Original Owner	KRINGS, DUANE	922 HWY 93 N	CARMEN	ID	83462-4507
Original Owner	KRINGS, MARILYN	922 HWY 93 N	CARMEN	ID	83462-4507
Original Owner	SLAVIN, MILTON E	PO BOX 331	SALMON	ID	83467

Water Right Status

Priority Date : 4/1/1915
Basis : Decreed
Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
CARMEN CREEK		SALMON RIVER	

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
CARMEN CREEK	22N	22E	8	0	SW	SW	SE	LEMHI	
CARMEN CREEK	22N	22E	9	0	SW	NW	SW	LEMHI	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/01	10/31	0.10 CFS	
TOTAL			0.10 CFS	

Places of Use

Printable View | Paged View

Place of Use Legal Description : IRRIGATION (LEMHI county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
22N	22E	8			NE	SW	3.7

Irrigation Totals

Total Acres Acre Limit

3.70

Conditions

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Generic Max Volume Per Acre : 0
Combined Acre Limit : 3.70
Combined Volume Limit:
Combined Rate Limit:
Civil Case Number :
Decree Plantiff :
Decree Defendant :
Swan Falls Trust or Nontrust :
Swan Falls Dismissed :
DLE Act Number :
Cary Act Number :
Mitigation Plan: False

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RE-24 VACANT LAND
REAL ESTATE PURCHASE AND SALE AGREEMENT

JULY 2016 EDITION

THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, **CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT** BEFORE SIGNING.
NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF HABITABILITY, AGREEMENTS OR REPRESENTATIONS NOT EXPRESSLY SET FORTH HEREIN SHALL BE BINDING UPON EITHER PARTY.

ID# 121316-2 DATE 12/13/16

LISTING AGENCY Mountain West Real Estate Office Phone # 2087561800 Fax #
Listing Agent Jeni Aldous E-Mail jenaldous3@gmail.com Phone # 2087562524
SELLING AGENCY Mountain West Real Estate Office Phone # (208) 756-1800 Fax #
Selling Agent Jeni Aldous E-Mail jenaldous3@gmail.com Phone # (208) 756-2524

1. BUYER: Michael K. Woznick Revocable Living Trust
(Hereinafter called "**BUYER**") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PROPERTY" **COMMONLY KNOWN AS** 999 Austin Rd
Carmen City Lemhi County, ID, Zip 83462 legally described as:
ANTELOPE HILLS SUB AMENDED LOT 11
OR Legal Description Attached as exhibit _____ **(Exhibit must accompany original offer and be signed or initialed by BUYER and SELLER.)**

2. $47,500.00 **PURCHASE PRICE:** Forty-seven Thousand Five Hundred Dollars And Zero Cents, payable upon the following **TERMS AND CONDITIONS** (not including closing costs):

This offer is contingent upon the sale, refinance, and/or closing of any other property ☐ **Yes** ☐ **No**

3. FINANCIAL TERMS: Note: A+C+D+E must add up to total purchase price.

(A). $500.00 **EARNEST MONEY:** BUYER hereby deposits Five Hundred Dollars And Zero Cents DOLLARS as Earnest Money evidenced by: ☐ cash ☒ personal check ☐ cashier's check ☐ note (due date): _____ ☐ other _____ and a receipt is hereby acknowledged. Earnest Money to be deposited in trust account ☐ upon receipt or ☐ upon acceptance by BUYER and SELLER or ☒ other Buyer mailing Earnest money check. To be deposited upon arrival as long as acceptance by buyer and seller has occurred, or upon acceptance by buyer and seller. and shall be held by: ☐ Listing Broker ☒ Selling Broker ☐ other _____ for the benefit of the parties hereto.
THE RESPONSIBLE BROKER SHALL BE: Esther England or designated broker

(B). ALL CASH OFFER: ☐ NO ☒ YES **If this is an all cash offer do not complete Sections 3C and 3D, fill blanks with N/A** (Not Applicable). **IF CASH OFFER BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY.** BUYER agrees to provide SELLER within 5 business days (five [5] if left blank) from the date of acceptance of this agreement by all parties written confirmation of sufficient funds and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to a copy of a recent bank or financial statement.

Cash proceeds from another sale: ☐ **Yes** ☒ **No**

(C). $_____ **NEW LOAN PROCEEDS:** This Agreement is contingent upon BUYER obtaining the following financing:
FIRST LOAN of $_____ not including mortgage insurance, through ☐ FHA, ☐ VA, ☐ CONVENTIONAL, ☐ IHFA, ☐ RURAL DEVELOPMENT, ☐ OTHER_____ with interest not to exceed _____% for a period of _____ year(s) at: ☐ Fixed Rate ☐ Other_____. In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated financing, BUYER's Earnest Money shall be returned to BUYER.
SECOND LOAN of $_____ with interest not to exceed _____% for a period of _____year(s) at: ☐ Fixed Rate ☐ Other_____
LOAN APPLICATION: BUYER ☐ has applied **OR** ☐ shall apply for such loan(s) within ____ business days (five [5] if left blank) of SELLER'S acceptance. Within_____ business days (ten [10] if left blank) of final acceptance of all parties, BUYER agrees to furnish SELLER with **a written confirmation showing lender approval of credit report, income verification, debt ratios, and evidence of sufficient funds and/or proceeds necessary to close transaction in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender underwriting. If an appraisal is required by lender, the PROPERTY must appraise at not less than purchase price** or BUYER'S Earnest Money shall be returned at BUYER'S request. *BUYER may also apply for a loan with different conditions and costs and close transaction provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not increase the costs or requirements to the SELLER.* **FHA / VA:** If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the PROPERTY described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the PROPERTY of not less than the sales price as stated in the contract.

If such written confirmation required in 3(B) or 3(C) is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel this agreement by notifying BUYER(S) in writing of such cancellation within _____ business days (three [3] if left blank) after written confirmation was required. If SELLER does not cancel within the strict time period specified as set forth herein, SELLER shall be deemed to have accepted such written confirmation of lender approval and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably withheld.

(D). $_____ **ADDITIONAL FINANCIAL TERMS:**
☐ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 4).
☐ Additional financial terms are contained in a **FINANCING ADDENDUM** of same date, attached hereto, signed by both parties.

(E). $47,000.00 **APPROXIMATE FUNDS DUE AT CLOSING:** Cash at closing, not including closing costs, to be paid by BUYER at closing, In GOOD FUNDS, which includes: **cash, electronic transfer funds, certified check or cashier's check.**

12/15/2016 8:39 PM PST 12/16/2016 8:29 AM PST

BUYER'S Initials (MKW)(EW) Date 12/15/2016 8:09 PM PST **SELLER'S** Initials (JWC)(CJC) Date 12/16/2016 7:30 AM PST

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formsimplicity
Electronically Signed using eSignOnline™[Session ID : bf100106-0ca4-4b2d-9692-d63f9aed172a]
SCANNED
OCT 2 1 2022

PROPERTY ADDRESS: 999 Austin Rd. Carmen, Id 83462 ID#: 121316-2

4. OTHER TERMS AND/OR CONDITIONS: _____

5. "NOT APPLICABLE" DEFINED: The letters "n/a," "N/A," "n.a.," and "N.A." as used herein are abbreviations of the term "not applicable." Where this agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and have determined that such facts or conditions do not apply to the agreement or transaction herein.

6. INSPECTION: ***BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:***

A. SIZE: Square footage and lot size. (Any numerical statements regarding these items are APPROXIMATION ONLY, and have not been and will not be verified and should not be relied upon by BUYER.

B. LINES AND BOUNDARIES: Property lines and boundaries, septic, and leach lines (Fences, walls, hedges, and other natural or constructed barriers or markers do not necessarily identify true property boundaries. Property lines may be verified by surveys.)

C. ZONING AND LAND USE: Inquiries, investigations, studies or any other means concerning past, present or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the PROPERTY, BUYER's intended use of the PROPERTY, future development, zoning, building, size, governmental permits and inspections. Both parties are advised that Broker does not guarantee the status of permits, zoning or code compliance. The parties are to satisfy themselves concerning these issues.

D. UTILITIES AND SERVICE: Availability, costs, and restrictions of utilities and services, including but not limited to, sewage, sanitation, water, electricity, gas, telephone, cable TV and drainage.

E. UTILITIES, IMPROVEMENTS & OTHER RIGHTS: SELLER represents that the PROPERTY does have the following utilities, improvements, services and other rights available (describe availability): _____

F. HAZARDOUS MATERIALS: The real estate broker(s) or their agents in this transaction have no expertise with respect to toxic waste, hazardous materials or undesirable substances. BUYERS who are concerned about the presence of such materials should have the PROPERTY inspected by qualified experts. BUYER acknowledges that he/she has not relied upon any representations by either the Broker or the SELLER with respect to the condition of the PROPERTY that are not contained in this Agreement or in any disclosure statements.

G. TAX LIABILITY: The BUYER and SELLER acknowledge that they have not received or relied upon any statements or representations by the Broker with respect to the effect of this transaction upon BUYER's or SELLER's tax liability.

BUYER chooses ☐ to conduct inspections; ☒ not to conduct inspections. If BUYER chooses not to conduct inspections skip the remainder of Section 6. If indicated, BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at **BUYER'S expense, hereafter referred to as "Buyer's Inspection Contingency."** BUYER'S inspection of the PROPERTY includes all aspects of the PROPERTY, including but not limited to neighborhood, conditions, zoning and use allowances, environmental conditions, applicable school districts and/or any other aspect pertaining to the PROPERTY or related to the living environment at the PROPERTY. Unless otherwise addressed BUYER shall, within _____ calendar days (thirty [30] if left blank) of acceptance, complete these inspections and give to SELLER written notice of disapproved items or written notice of termination of this Agreement based on an unsatisfactory inspection. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire PROPERTY. **BUYER'S acceptance of the condition of the PROPERTY is a contingency of this Agreement.**

SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1). If BUYER **does not** within the strict time period specified give to SELLER written notice of disapproved items or written notice of termination of this Agreement, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.

2). If BUYER **does** within the strict time period specified give to SELLER written notice of termination of this Agreement based on an unsatisfactory inspection, the parties will have no obligation to continue with the transaction and the Earnest Money shall be returned to BUYER.

3). If BUYER **does** within the strict time period specified give to SELLER written notice of disapproved items, **BUYER shall provide to SELLER pertinent section(s) of written inspection reports upon request, if applicable.** Upon receipt of written notice SELLER shall have _____ business days (three [3] if left blank) in which **to respond in writing.** SELLER, at SELLER's option, may correct the items as specified by BUYER in the notice or may elect not to do so. If SELLER agrees in writing to correct items requested by BUYER, then both parties agree that they will continue with the transaction and proceed to closing. Immediately upon a written response from SELLER that rejects BUYER's requests, in whole or in part, BUYER may proceed under 6(B)(4) below.

4). If SELLER does not agree to correct BUYER's items within the strict time period specified, or SELLER does not respond in writing within the strict time period specified, then the BUYER has the option of either continuing the transaction without the SELLER being responsible for correcting these

12/15/2016 8:39 PM PST 12/16/2016 8:30 AM PST

BUYER'S Initials (MKWKW) Date 12/15/2016 8:10 PM PST **SELLER'S** Initials (JWC)(CJC) Date 12/16/2016 7:31 AM PST

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Serial#: 040679-700148-1751530
Prepared by: Jennifer Aldous | Mountain West Real Estate | jenaldous2@gmail.com | 2087664513
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deficiencies or giving the SELLER written notice within _____ business days (three [3] if left blank) that they will not continue with the transaction and will receive their Earnest Money back.

5). If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct. SELLER shall make the PROPERTY available for all Inspections. BUYER shall keep the PROPERTY free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER unless required by local law. **No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER, unless required by local law.**

7. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects, which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

8. TITLE INSURANCE: There may be types of title insurance coverages available other than those listed below and parties to this agreement are advised to talk to a title company about any other coverages available that will give the buyer additional coverage.

(A). PRELIMINARY TITLE COMMITMENT: Within 6 business days (six [6] if left blank) of final acceptance of all parties ☒ SELLER or ☐ BUYER shall furnish to BUYER a preliminary commitment of a title insurance policy showing the condition of the title to said PROPERTY. BUYER shall have 2 business days (two [2] if left blank) after receipt of the preliminary commitment, within which to object in writing to the condition of the title as set forth in the preliminary commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said PROPERTY is not marketable, and cannot be made so within 2 business days (two [2] if left blank) after SELLER'S receipt of a written objection and statement of defect from BUYER, then BUYER'S Earnest Money deposit shall be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

(B). TITLE COMPANY: The parties agree that Alliance Title **Title Company located at** 610 Main St. Salmon, ID 83467 **shall provide the title policy and preliminary report of commitment.**

(C). STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the PROPERTY showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. **The risk assumed by the title company in the standard coverage policy is limited to matters of public record.** BUYER shall receive a ILTA/ALTA Owner's Policy of Title Insurance. A title company, at BUYER's request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct Closing Agency in writing and pay any increase in cost unless otherwise provided herein.

(D). EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy): The lender may require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. **This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.**

9. COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs): As part of the BUYER'S inspection of the PROPERTY as set forth in Section 6, BUYER is responsible for obtaining and reviewing a copy of any CC&Rs which may affect the PROPERTY. BUYER shall have 5 business days (ten [10] if left blank) (but in no event shall such time period exceed that time period set forth for inspections in Section 6) to review any CC&Rs that may affect the PROPERTY. Unless BUYER delivers to SELLER a written and signed objection to the terms of any applicable CC&Rs with particularity describing BUYER'S reasonable objections within such time period as set forth above, BUYER shall be deemed to have conclusively waived any objection to the terms of any CC&Rs affecting the PROPERTY, nothing contained herein shall constitute a waiver of BUYER to challenge CC&Rs directly with a homeowners association after closing. If BUYER timely and reasonably objects to a term of the CC&Rs, this Agreement shall terminate and the Earnest Money shall be returned to BUYER.

10. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, Bylaws and rules and regulations of the Association. BUYER is further aware that the PROPERTY may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed Homeowner's Association Documents: ☒ Yes ☐ No ☐ N/A. Association fees/dues are $ 125.00 per year. ☐ BUYER ☐ SELLER ☒ N/A to pay Homeowner's Association SET UP FEE of $ 0.00 and/or PROPERTY TRANSFER FEES of $ 0.00 at closing.

11. INTERSTATE LAND SALES FULL DISCLOSURE ACT: This Vacant Land Real Estate Purchase and Sale Agreement is NOT intended to be used for situations in which Seller owns and is selling one hundred (100) or more lots. Properties containing one hundred (100) or more lots for sale may be subject to the reporting and disclosure requirements of the Interstate Land Sales Full Disclosure Act ("Act"), 15 USC § 1701 *et seq.* If you have questions regarding this Act, contact your attorney before signing. Any contract or agreement for the sale or lease of a lot subject to the Act may be revoked at the option of the purchaser or lessee until midnight of the seventh day following the signing of such contract or agreement or until such later time as may be required pursuant to applicable law. Any contract or agreement for the sale or lease of a lot for which a property report is required by the Act and the property report has not been given to the purchaser or lessee in advance of his or her signing such contract or agreement, such contract or agreement may be revoked at the option of the purchaser or lessee within two (2) years from the date of such signing.

12. FARM/CROPS/TIMBER RIGHTS: SELLER, or any tenant of SELLER, shall be allowed to harvest, sell or assign any annual crops which have been planted on the PROPERTY prior to the date of this Contract, even though said harvest time may occur subsequent to the date of the settlement of this contract, unless otherwise agreed by attached addendum. If the crop consists of timber, then neither SELLER nor any tenant of SELLERS shall have any right to harvest the timber unless the right to remove same shall be established by an attached addendum. Notwithstanding the provisions hereof, any tenant

12/15/2016 8:39 PM PST 12/16/2016 8:31 AM PS

BUYER'S Initials (MKW) (MKW) Date 12/15/2016 8:13 PM PST **SELLER'S** Initials (JWC) (CJC) Date 12/16/2016 7:31 AM PS

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who shall be leasing the PROPERTY shall be allowed to complete the harvest of any annual crops that have been planted prior to the date of Contract Acceptance as previously agreed between SELLER and Tenant. **ANY AND ALL SUCH TENANT AGREEMENTS ARE TO BE ATTACHED.**

13. NOXIOUS WEEDS: BUYER of the PROPERTY in the State of Idaho should be aware that some properties contain noxious weeds. The laws of the State of Idaho require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For more information concerning noxious weeds and your obligations as an owner of property, contact your local county extension office.

14. MINERAL RIGHTS: Any and all mineral rights appurtenant to the PROPERTY are included in and are part of the sale of this PROPERTY, and are not leased or encumbered, unless otherwise agreed to by the parties in writing.

15. WATER RIGHTS Any and all water rights including but not limited to water systems, wells, springs, lakes, streams, ponds, rivers, ditches, ditch rights, and the like, if any, appurtenant to the PROPERTY are included in and are a part of the sale of this PROPERTY, and are not leased or encumbered, unless otherwise agreed to by the parties in writing.

16. RISK OF LOSS OR NEGLECT: Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the PROPERTY be materially damaged by fire, neglect, or other destructive cause prior to closing, this agreement shall be voidable at the option of the BUYER.

17. BUSINESS DAYS: A business day is herein defined as Monday through Friday, 8:00 A.M. to 5:00 P.M. in the local time zone where the subject real PROPERTY is physically located. A business day shall not include any Saturday or Sunday, nor shall a business day include any legal holiday recognized by the state of Idaho as found in Idaho Code §73-108. The time in which any act required under this agreement is to be performed shall be computed by excluding the date of execution and including the last day. The first day shall be the day after the date of execution. If the last day is a legal holiday, then the time for performance shall be the next subsequent business day.

18. CALENDAR DAYS: A calendar day is herein defined as Monday through Sunday, midnight to midnight, in the local time zone where the subject real PROPERTY is physically located. A calendar day shall include any legal holiday. The time in which any act required under this agreement is to be performed shall be computed by excluding the date of execution and including the last day, thus the first day shall be the day after the date of execution. Any reference to "day" or "days" in this agreement means the same as calendar day, unless specifically enumerated as a "business day."

19. SEVERABILITY: In the case that any one or more of the provisions contained in this Agreement or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or unenforceability of the remaining provisions shall not in any way be affected or impaired thereby.

20. TRANSMISSION OF DOCUMENTS: Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original. At the request of either the BUYER or SELLER, or the LENDER, or the Closing Agency, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document.

21. COUNTERPARTS: This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two identical copies of the same agreement. Each identical copy of an agreement signed in counterparts is deemed to be an original, and all identical copies shall together constitute one and the same instrument.

22. ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties respecting such matters.

23. SALES PRICE INFORMATION: Pursuant to Idaho Code §54-2083(6)(d), a "sold" price of real property is not confidential client information.

24. AUTHORITY OF SIGNATORY: If BUYER or SELLER is a corporation, partnership, trust, estate, or other entity, the person executing this agreement on its behalf warrants his or her authority to do so and to bind BUYER or SELLER.

25. ADDITIONAL CONTINGENCIES AND COSTS: The closing of this transaction is contingent upon written satisfaction or waiver of the contingencies listed in the "contingencies" column below. In addition, the parties shall satisfy all contingencies set forth in this section by close of business (Date): _____ unless otherwise agreed to by the parties in writing. The parties agree to pay the following costs as indicated below. None of the costs to be paid by the parties in this section creates an inspection or performance obligation other than strictly for the payment of costs unless otherwise stated below. There may be other costs incurred in addition to those set forth below. Such costs may be required by the lender, by law, or by other such circumstances. Requested tests/inspection reports as indicated below shall be provided to the other party within _____ business days (ten [10] if left blank) prior to closing.

Upon closing SELLER agrees to pay EITHER _____% (N/A if left blank) of the purchase price OR $_____ (N/A if left blank) of lender-approved BUYER'S closing costs, lender fees, prepaid costs and any fees associated with completing the transaction which includes but is not limited to those items in BUYER columns marked below.

COSTS	BUYER	SELLER	Shared Equally	N/A	CONTINGENCIES	BUYER	SELLER	Shared Equally	N/A
Appraisal Fee				x	Environmental Inspection (Phase 1)				x
Long Term Escrow Fees				x	Environmental Inspection (Phase 2)				x
Closing Escrow Fee	x				Environmental Inspection (Phase 3)				x
Survey Shall be ordered by: ☐ BUYER ☐ SELLER				x	PERC Test				x
Flood Certification/Tracking Fee				x	Zoning Variance				x
Title Ins. Standard Coverage Owner's Policy		x			Soil(s) Test(s)				x
Title Ins. Extended Coverage **Lender's** Policy – Mortgagee Policy				x	Hazardous Waste Report(s)				x
Additional Title Coverage				x					
Water Rights Transfer Fee	x								
Attorney Contract Preparation or Review Fee				x					
Recording Fee	12/15/2016 8:39 PM PST						12/16/2016 8:33 AM PS		

BUYER'S Initials (MKW JCW) Date 12/15/2016 8:15 PM PST **SELLER'S** Initials (JWC) (CJC) Date 12/16/2016 7:31 AM PS

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PROPERTY ADDRESS: 999 Austin Rd. Carmen, Id 83462 ID#: 121316-2

26. DEFAULT: **If BUYER defaults** in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER's Broker, provided that the amount to be paid to SELLER's Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter. **If SELLER defaults,** having approved said sale and fails to consummate the same as herein agreed, BUYER's Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

27. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination or breach of this Agreement, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, Broker may reasonably rely on the terms of this Agreement or other written documents signed by both parties to determine how to disburse the disputed money. However, Broker or closing agency shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover all costs which were incurred as a result of the dispute including, but not limited to, reasonable attorney's fees. If either parties' Broker incurs attorney's fees as a result of any Earnest Money dispute, whether or not formal legal action is taken, said Broker is entitled to recover actual fees incurred from either BUYER or SELLER.

28. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

29. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

30. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to complete this transaction. **Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER.** The closing shall be no later than (Date) January 6, 2017.
The parties agree that the **CLOSING AGENCY** for this transaction shall be _____
located at Alliance Title 610 Main St. Salmon, ID 83467. If a long-term escrow /collection is involved, then the long-term escrow holder shall be _____.

31. POSSESSION: BUYER shall be entitled to possession ☒ upon closing or ☐ date _____ at _____ ☐ am ☐ pm.

32. PRORATIONS: Property taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed, and utilities shall be prorated ☒ upon closing or as of ☐ date _____.
BUYER to reimburse SELLER for fuel in tank ☐ Yes ☐ No ☒ Not Applicable. Dollar amount may be determined by SELLER's supplier.

33. SPECIAL CONSIDERATIONS AND CONTINGENCIES: This Agreement is made subject to the following special considerations and/or contingencies which must be satisfied prior to closing: _____

34. REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).

Section 1:
- ☐ A. **The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).**
- ☐ B. **The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.**
- ☐ C. **The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).**
- ☒ D. **The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).**

Section 2:
- ☒ A. **The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).**
- ☐ B. **The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.**
- ☐ C. **The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT acting solely on behalf of the SELLER(S).**
- ☐ D. **The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).**

Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho real estate commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

12/15/2016 8:39 PM PST 12/16/2016 8:36 AM PST

BUYER'S Initials (MKW JEW) Date 12/15/2016 8:17 PM PST **SELLER'S** Initials (JWC)(CJC) Date 12/16/2016 7:31 AM PST

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Prepared by: Jennifer Aldous | Mountain West Real Estate | jenaldous2@gmail.com | 2087564513
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35. ASSIGNMENT: This Agreement and any rights or interests created herein ☐ may ☒ may not be sold, transferred, or otherwise assigned.

36. ACCEPTANCE: This offer is made subject to the acceptance of SELLER and BUYER on or before (Date) December 16, 2016 at (Local Time in which PROPERTY is located) 5:00 ☐ A.M. ☒ P.M.

37. BUYER'S SIGNATURES:

☐ **SEE ATTACHED BUYER'S ADDENDUM(S):** _____ (Specify number of BUYER addendum(s) attached.)

☐ **SEE ATTACHED BUYER'S EXHIBIT(S):** _____ (Specify number of BUYER exhibit(s) attached.)

☐ **BUYER does currently hold an active Idaho real estate license.** ☐ **BUYER is related to agent.**

BUYER Signature Michael K. Woznick **BUYER (Print Name)** Michael K. Woznick

Date 12/15/2016 Time 08:17 pst ☐ A.M. ◉ P.M. Phone # 2097477966 Cell # _____

Address 524 Plum Court E-Mail mwoznick@lodi.gov

City Lodi State CA Zip 95242 Fax # _____

☐ **BUYER does currently hold an active Idaho real estate license.** ☐ **BUYER is related to agent**

BUYER Signature Jane Elizabeth Woznick **BUYER (Print Name)** Jane Elizabeth Woznick

Date 12/15/2016 Time 8:40 ◉ A.M. ☐ P.M. Phone # 2097477966 Cell # _____

Address 524 Plum Court E-Mail mwoznick@lodi.gov

City Lodi State CA Zip 95242 Fax # _____

---

38. SELLER'S SIGNATURES: On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER.

☐ **SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER**

☐ **SIGNATURE(S) SUBJECT TO ATTACHED ADDENDUM(S) #** _____

☐ **SIGNATURE(S) SUBJECT TO ATTACHED EXHIBIT(S) #** _____

☐ **SELLER does currently hold an active Idaho real estate license.** ☐ **SELLER is related to agent.**

SELLER Signature James W. Clift **SELLER (Print Name)** James W. Clift

Date 12/16/2016 Time 7:32 ◉ A.M. ☐ P.M. Phone # 775-246-1025 Cell # _____

Address 223 Cecina Dr. E-Mail clairejesseclift@yahoo.com

City Dayton State NV Zip 89403 Fax # _____

☐ **SELLER does currently hold an active Idaho real estate license.** ☐ **SELLER is related to agent.**

SELLER Signature Claire J. Clift **SELLER (Print Name)** Claire J. Clift

Date 12/16/2016 Time 8:37 ◉ A.M. ☐ P.M. Phone # 775-246-1025 Cell # _____

Address 223 Cecina Dr. E-Mail jimwclift@yahoo.com

City Dayton State NV Zip 89403 Fax # _____

LATE ACCEPTANCE

If acceptance of this offer is received after the time specified, it shall not be binding on the BUYER unless BUYER approves of said acceptance within _____ calendar days (three [3] if left blank) by BUYER initialing HERE (_____)(_____) Date _____. If BUYER timely approves of SELLER's late acceptance, an initialed copy of this page shall be immediately delivered to SELLER.

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Instrument # 0000304248 # Pages: 1
LEMHI COUNTY, Idaho
Jan 13, 2017 01:50 PM Fee:$ 10.00
For: Alliance Title - Salmon Office
TERRI J. MORTON, Recorder

WARRANTY DEED

Alliance Title & Escrow Corp. Order No.:339630

FOR VALUE RECEIVED

James W. Clift and Claire J. Clift, as Co-Trustees of the Clift Family Trust dated the 2nd day of February, 2012

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Michael K. Woznick or Jane E. Woznick, as Trustees, of the Michael K. Woznick Revocable Living Trust created May 12, 2004

whose current address is

524 Plum Court
Lodi, CA 95242

the grantee(s), the following described premises, in Lemhi County, Idaho, TO WIT:

Lot 11, Antelope Hills Subdivision, according to the official plat thereof, filed for record in Book 5 of Plats at Pae No. 60 and amended in Book 5 of Plats at Page 60-2, Records of Lemhi County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: January 10, 2017

James W. Clift and Claire J. Clift, as Co-Trustees of the Clift Family Trust dated the 2nd day of February, 2012

James W. Clift

Claire J. Clift

State of Nevada} ss.
County of Carson City}

On this 12th day of January, 2017, before me, Karen Bondi a Notary Public in and for said state, personally appeared James W. Clift and Claire J. Clift known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the Clift Family Trust dated the 2nd day of February 2012, and acknowledged to me that he/she/they executed the same as Trustee.

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

Karen Bondi

Notary Public for the State of Nevada
Residing at: Carson City
Commission Expires: 1-5-2021

KAREN BONDI
NOTARY PUBLIC
STATE OF NEVADA
No. 93-2272-3 My Appt. Exp. Jan. 5, 2021

File No. 339630

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OCT 2 1 2022

Recorded Electronically
ID 324246
County Lemhi
Date 1-13-17 Time 1:52pm
Simplifile.com 800.460.5657

WARRANTY DEED

Alliance Title & Escrow Corp. Order No.:339630

FOR VALUE RECEIVED

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TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: January 10, 2017

James W. Clift and Claire J. Clift, as Co-Trustees of the Clift Family Trust dated the 2nd day of February, 2012

James W. Clift

Claire J. Clift

State of Nevada} ss.
County of Carson City}

On this 12th day of January, 2017, before me, Karen Bondi a Notary Public in and for said state, personally appeared James W. Clift and Claire J. Clift known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the Clift Family Trust dated the 2nd day of February 2012, and acknowledged to me that he/she/they executed the same as Trustee.

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

Karen Bondi

Notary Public for the State of Nevada
Residing at: Carson City
Commission Expires: 1-5-2021

KAREN BONDI
NOTARY PUBLIC
STATE OF NEVADA
No. 93-2272-3 My Appt. Exp. Jan. 5, 2021

File No. 339630

SCANNED
OCT 7 1 2022

Instrument # 0000304224 # Pages: 2
LEMHI COUNTY, Idaho
Jan 10, 2017 10:04 AM Fee:$ 13.00
For: Alliance Title - Salmon Office
TERRI J. MORTON, Recorder

WARRANTY DEED

Alliance Title & Escrow Corp. Order No.:339630

FOR VALUE RECEIVED

James W. Clift and Claire J. Clift husband and wife

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Michael K. Woznick or Jane E. Woznick, as Trustees, of the Michael K. Woznick Revocable Living Trust created May 12, 2004

whose current address is

524 Plum Court
Lodi, CA 95242

the grantee(s), the following described premises, in Lemhi County, Idaho, TO WIT:

Lot 11, Antelope Hills Subdivision, according to the official plat thereof, filed for record in Book 5 of Plats at Pae No. 60 and amended in Book 5 of Plats at Page 60-2, Records of Lemhi County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s); that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

SCANNED
OCT 2 1 2022

Recorded Electronically
ID 304774
County Lemhi
Date 1-10-17 Time 10:04am
Simplifile.com 800.460.5657

WARRANTY DEED

Alliance Title & Escrow Corp. Order No.:339630

FOR VALUE RECEIVED

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And that (s)he will warrant and defend the same from all lawful claims whatsoever.

SCANNED
OCT 2 1 2022

Dated: 1/05/2017

James W. Clift

Claire J. Clift

State of Nevada } ss
County of Carson City }

On this 5 day of January, 2017, before me, the undersigned, a Notary Public in and for said state, personally appeared James W. and Claire J. Clift, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Sylvia A Wiese

Notary Public for the State of Nevada
Residing at: [illegible] S. Carson St., Carson City NV
Commission Expires: 10-24-2019

SYLVIA A. WIESE
NOTARY PUBLIC
STATE OF NEVADA
No. 15-3139-5 My Appt. Exp. Oct. 24, 2019

File No. 339630

SCANNED
OCT 7 1 2022

ALLIANCE
TITLE & ESCROW CORP.

January 10, 2017

Michael K. Woznick or Jane E. Woznick, as Trustees, of the Michael K. Woznick Revocable Living Trust created May 12, 2004
524 Plum Court
Lodi, CA 95242

Re: N/A Bareland, Salmon, ID 83467

Dear Michael K. Woznick or Jane E. Woznick, as Trustees, of the Michael K. Woznick Revocable Living Trust created May 12, 2004,

Thank you for the opportunity to serve you. Your business is appreciated!

We have enclosed the following documents pertaining to escrow number 339630: and 304248

Original Warranty Deed

We consider it a privilege to handle this matter for you and trust that we may have the pleasure of serving you again in the future. Should you need any other information, please feel free to contact our office at (208)756-4231.

Sincerely,

Tanna Fullenkamp
Escrow Officer
Alliance Title & Escrow Corp.
610 Main St.
Salmon, ID 83467
Phone: (208)756-4231 Fax: (208)756-4232

www.alliancetitle.com

With dozens of convenient locations across Idaho and parts of Montana, Washington, and Wyoming, Alliance Title & Escrow Corp. offers a complete range of residential and commercial real estate title, escrow and information services.

Yes, it matters where you close.

SCANNED
OCT 21 2022

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)
)
Case No. 39576)
)

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Water Right 75-14316

DISTRICT COURT - SRBA
Fifth Judicial District
County of Twin Falls - State of Idaho
OCT 29 2010
By
Deputy Clerk

NAME AND ADDRESS: CLAIRE J CLIFT
JAMES W CLIFT
2423 SCOTCH PINE DR
CARSON CITY, NV 89706

SOURCE: CARMEN CREEK TRIBUTARY: SALMON RIVER

QUANTITY: 0.011 CFS

PRIORITY DATE: 05/01/1884

POINT OF DIVERSION: T22N R22E S08 SWSWSE Within Lemhi County
S09 SWNWSW

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
Irrigation	04-01 TO 10-31	0.011 CFS

PLACE OF USE: Irrigation Within Lemhi County
T22N R22E S08 NESW 3.7
3.7 Acres Total

The rights listed below are limited to the irrigation of a combined total 3.7 acres in a single irrigation season. Combined Right Nos.: 75-14316, 75-14318, 75-14320 and 75-14322.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

Eric J. Wildman
Presiding Judge of the
Snake River Basin Adjudication

SCANNED
SEP 28 2022

IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little **Director Gary Spackman**

October 20, 2022

MICHAEL K WOZNICK REVOCABLE LIVING TRUST
PO BOX 78
CARMEN ID 83462-0078

Re: Change in Ownership for Water Right Nos: 75-14316, 75-14318, 75-14320, & 75-14322

Dear Water Right Holder:

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water rights to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 287-4920 or debbi.judd@idwr.idaho.gov.

Sincerely,

Debbi Judd
Technical Records Specialist

Enclosures

c. Water District 75D – *via email*

SCANNED
OCT 21 2022

IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

September 27, 2022

MICHAEL K WOZNICK REVOCABLE LIVING TRUST
PO BOX 78
CARMEN ID 83462-0078

RE: Change in Ownership Water Right Nos: 75-14316, 75-14318, 75-14320, and 75-14322

Dear Interested Party:

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

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

__X__ Evidence of Water Right Ownership: copy of Deed, Contract of Sale, or other legal document indicating your ownership of the property and/or water rights in question – you submitted a real estate purchase and sale agreement. This does not convey property. Please provide a deed that conveys the property to you.

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

Also, please note that permit holders are required to report any change of ownership and/or mailing address to the Department within 120 days of the change. Forms to assign ownership or update your address are available from any office of the Department or on the Department's website.

If you have any questions regarding this matter, please contact me at (208) 287-4920 or debbi.judd@idwr.idaho.gov.

Sincerely,

Debbi Judd
Technical Records Specialist

SCANNED
SEP 2 8 2022