

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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A75-00131
Date Received: 4/19/1990
Receipt No: E013381
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: FOURTH OF JULY TRUST
Address: C/O WINIFRED WUESTHOFF
PO BOX 42
CARMEN ID 83462 208-865-2282

2. Date of Priority: APR 1, 1910

3. Source: FOURTH OF JULY CREEK Trib. to: SALMON RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
24N	22E	20	SW	SE			LEMHI

5. Description of diverting works:
DITCH NO. 13 TO FLOOD IRRIGATION

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	08/01	0.080		
IRRIGATION	08/02	11/01	0.060		

7. Total Quantity Appropriated is:
0.080 C.F.S. (and/or) A.F.A.

8. Total consumptive use is 2.5 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
24N	22E	29	SW	NE		IRR	1.0

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NOV 18 1996

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	1.0
					Total Acres	1.0

11. Place of use in counties: LEMHI

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
NONE

14. Remarks:
P/U INCOMPLETE. SEE DECREE. FOR IRRIGATION OF ORCHARD SITUATED
ON JANSS LAND.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

MERRILL M. BROWN, ET AL.,
Decree Plaintiff

FRANK R. NELSON, ET AL.
vs Decree Defendant

MICROFILMED

NOV 18 1996

Date: 08/26/94

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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A75-00131
Date Received: 4/19/1990
Receipt No: E013381
Received By: DC

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: GLENN C. JANSS 208-622-5246
Address: PO BOX 329
SUN VALLEY, ID 83353

2. Date of Priority: APR 01, 1910

3. Source: FOURTH OF JULY CREEK Trib. to: SALMON RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
24N	22E	20	SW	SE			LEMHI

5. Description of diverting works:
DITCH NO. 13 TO FLOOD IRRIGATION

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	08/01	0.080		
IRRIGATION	08/02	11/01	0.060		

7. Total Quantity Appropriated is:
0.080 C.F.S. (and/or) A.F.A.

8. Total consumptive use is 2.5 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
24N	22E	29	SW	NE		IRR	1.0
Section Acres							1.0

A75-00131

Page 1

Date: 05/23/90

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A7500131

10. Place of Use: Continued

Total Acres 1.0

11. Place of use in counties: LEMHI

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
NONE

14. Remarks:
P/U INCOMPLETE. SEE DECREE. FOR IRRIGATION OF ORCHARD SITUATED
ON JANSSE LAND.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date:

MERRILL M. BROWN, ET AL.,
Decree Plaintiff

vs

FRANK R. NELSON, ET AL.
Decree Defendant

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): _____ Date: _____
_____ Date: _____

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

CIVIL CASE NUMBER: 39356

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

Ident Number A75-00131
Date Received 4-19-90
Receipt Number E013381

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

RECEIVED

APR 19 1990

Department of Water Resources
Eastern District Office

1. Name of Claimant(s): Glenn C. Janss
Phone: 1-208-622-5246
Mailing Address: P. O. Box 329
Sun Valley, ID 83353
2. Date of Priority: April 1, 1910
3. Source of water supply (a) Fourth of July Creek
which is tributary to (b) Salmon River
4. a. Location of point of diversion is:

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>1/4</u>	<u>1/4</u>	<u>1/4</u>	<u>Lot</u>	<u>County</u>
24N	22E	20		SW	SE		Lemhi

Additional points of diversion if any: None

- b. If instream flow, beginning point:

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>1/4</u>	<u>1/4</u>	<u>1/4</u>	<u>Lot</u>	<u>County</u>
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Ending point:

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>1/4</u>	<u>1/4</u>	<u>1/4</u>	<u>Lot</u>	<u>County</u>
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5. Description of existing diversion works: Headgate, Ditch No. 13,
flood irrigation.

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DEC 15 1992

6. Water is claimed for following purposes:

<u>Purpose</u>	<u>From</u>	<u>To</u>	<u>Amount</u>
Irrigation	April 1	August 1	0.08 cfs
Irrigation	August 1	November 1	0.06 cfs

7. Total Quantity Claimed: 0.08 cfs

8. Total consumptive use claimed is 2.5 acre feet per annum.

9. Non-irrigation uses: None.

10. Place of use:

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>½</u>	<u>½</u>	<u>Use</u>	<u>Irrig. Acres</u>
24N	22E	29	SW	NE	I	1

Total number of irrigated acres: 1

11. Place of use is located in Lemhi County.

12. Do you own the property listed above as place of use? Yes.

13. Describe any other water rights used at the same place and for the same purposes as described above?

14. Remarks: See Paragraph 10(a) of the Stipulation for Entry of Judgment in Brown v. Nelson, Lemhi County District Court Case No. 5235.

Last Name: Janss Ident No. _____

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15. **Basis of Claim:** Decree
IDWR Water Right Number: 75-00131
Court: Lemhi County District Court
Case Number: 5235
Decree Date: December 16, 1982
Plaintiff v. Defendant:
Brown v. Nelson, et al.

16. **Signature(s)**

(a) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b) I/We do not wish to receive and pay a small annual fee for monthly copies of the docket sheet. Number of attachments -

[For individuals] I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s)

James C. Janss

Date 4/3/90

Date _____

State of Idaho)
County of Blaine) ss.

Subscribed and sworn before me this 3rd day of April, 1990.

Notary Public

Residing at

Commission Expires

John A. Latham
Hailey, Idaho
11/3/95

17. **Notice of Appearance:**

Notice is hereby given that I, James P. Speck, will be acting as attorney at law of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to the address listed below.

Signature:

James P. Speck
James P. Speck
Hogue, Speck & Aanestad
P.O. Box 987
Ketchum, ID 83340

Date:

3/25/90

Last Name: Janss

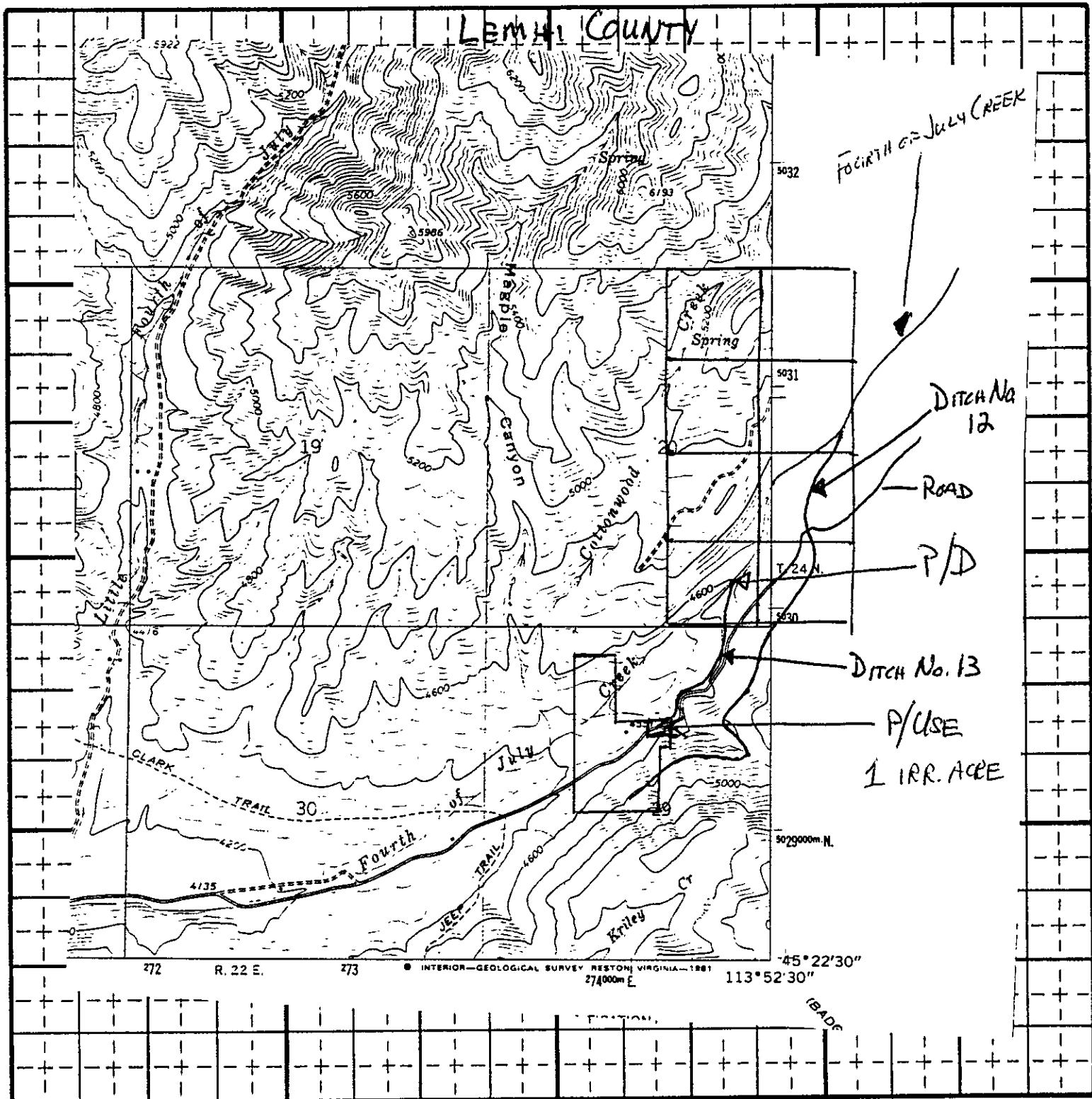
Ident No.: _____

a(h203)\janss\7500131
3/29/90

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DEC 15 1992

T. 24 N., R. 22 E., B. M.



Last Name

JANSS

Ident No.

MICROFILMED
Copies: White-State, Yellow-Claimant
DEC 15 1992

AUGUST 26, 1994

FOURTH OF JULY TRUST
C/O MS WINIFRED WUESTHOFF
PO BOX 42
CARMEN ID 83462

RE: CHANGE IN OWNERSHIP FOR A75-00131, -00132, -00133,
-00134, -10163

Dear Ms Wuesthoff:

The request for Change in Ownership concerning your Notice(s) of Claim in the above reference has been processed and the Notice(s) modified to reflect you as the new owner.

Enclosed are typed Notices with your name shown as the current owner. Review the forms and if there are other corrections or questions, feel free to contact this office.

If there are no questions or corrections, please keep these Notices for your records.

Respectfully submitted,

Jo Thompson
Secretary, Adjudications

Enclosure: Notice(s) of Claim

cc: GLENN JANSS/copy letter

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NOV 18 1996



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type
(see instructions on back of page)

DATE OF CLOSING: _____

RECEIVED

AUG 12 1994

LEGAL DESCRIPTION OF PROPERTY: Township 24N Range 22E
Section 20, 1/4 of SW 1/4 of SE 1/4, Govt. Lot _____, BM.

Lot _____, Block _____, Subdivision/Townsite _____.

If you have additional legal descriptions, please attach separate sheet.

WATER RESOURCES
DISTRICT OFFICE
RECEIVED

AUG 18 1994

- [] Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)
- [] Water Right Number(s) Assigned by IDWR: 75-00131 75-00133 A75-10108
75-00132 75-00134 (SEE ENCLOSED)
- [] Name and Address of Former Owner/Claimant(s)(Seller): GLENN C JANSS
P.O. BOX 329
SUN VALLEY, IDAHO 83353
- [] New Owner/Claimant (Purchaser): FOURTH OF JULY TRUST
MS WINIFRED WUESTHOFF
- [] New Mailing Address: PO BOX 42
CARMEN, ID. 83462
- [] New Telephone Number: (208) 865-2282
- [] Does the change in ownership result in a splitting of the water right owned/claimed? yes X no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

- [] Attach proof of ownership, describe proof attached: _____
(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)
- [] Signature of New Owner/Claimant(s) W. Wuesthoff Date 8-8-94
Paul Wuesthoff (Trustee) Date 8-8-94
- [] Signature of Former Owner/Claimant(s): _____ Date _____
_____ Date _____

(Signature of former claimant(s) is not required if proof of ownership is attached.)

ENC 18 AUG 94

FOR IDWR USE ONLY:

Initial Review and Data-Entry
Date: _____ By: _____

Further Action Needed: _____

Further Action Taken
Date: _____ By: _____

Final Review and Data-Entry
Date: _____ By: _____

Claim Numbers of Split, if any: _____

Original to be mailed to Idaho Department of Water Resources
Copies to Former Owner and New Owner

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NOV 18 1996

WARRANTY DEED

For Value Received

PAUL WUESTHOFF and/or WINNIE WUESTHOFF, husband and wife

the grantors, do hereby grant, bargain, sell and convey unto

WINNIE WUESTHOFF and/or PAUL WUESTHOFF, Trustee(s), or Successor Trustee(s)
of the Fourth of July Trust, established on February 6, 1992

whose current address is

2222 SUPERIOR AVE.
VENICE, CA 90291

the grantees, the following described premises, in.....LEMHI.....County Idaho, to wit:

SEE ATTACHED EXHIBIT "A"

State of Idaho)
County of Lemhi) ss No. 222968

This instrument was filed for record at
the request of Winnie Wuesthoff
at 11:19 o'clock Am June 22 1994
and duly filed and indexed in the
records of Lemhi County

Alberta Wiederick

Ex-Officio Recorder

by Debra Jalbert Deputy

Fees: 16.00

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s,
their heirs and assigns forever. And the said Grantor s do hereby covenant to and
with the said Grantee s, that they are the owner s in fee simple of said premises; that they are free
from all incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: JUNE 25, 1992

Winnie Wuesthoff
WINNIE WUESTHOFF

Paul Wuesthoff
PAUL WUESTHOFF

STATE OF IDAHO, COUNTY OF LEMHI
On this 25th day of JUNE, 1992,
before me, a notary public in and for said State, personally
appeared

Winnie Wuesthoff
NOTARY

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

Laurie M. Santee
LAURIE M. SANTEE Notary Public
Residing at SALMON, Idaho
Comm. Expires 6-19-1995

STATE OF CALIFORNIA, COUNTY OF Los Angeles
On this 31st day of May, 1992, before me
a Notary Public in and for said State,
personally appeared Paul Wuesthoff, known to me
to be the person whose name is subscribed
to the within instrument, and acknowledged
to me that he executed the same.

Chris Cline
NOTARY PUBLIC

Residing at: Los Angeles
Comm Expires: November 29, 1996

 CHRIS CLINE
COMM. #079514
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Commission Exp. Nov. 29, 1996

EXHIBIT "A"

A PARCEL OF LAND LOCATED IN N1/2, SECTION 29, T. 24 N., R. 22 E., B.M., LEMHI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 29, A DISTANCE OF 1646.16 FEET ON A BEARING OF S. 0 DEGREES 05' 40" E. TO THE NORTHEAST CORNER OF THE SE1/4NE1/4SE1/4NW1/4 AND BEING THE REAL POINT OF BEGINNING.

THENCE S. 89 DEGREES 56' 13" E., 81.26 FEET;
THENCE N. 3 DEGREES 00' 00" W., 89.60 FEET;
THENCE S. 87 DEGREES 00' 00" W., 117.13 FEET;
THENCE N. 57 DEGREES 52' 47" E., 135.37 FEET;
THENCE N. 2 DEGREES 00' 41" W., 31.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF A COUNTY ROAD;
THENCE N. 23 DEGREES 08' 01" W., 50.67 FEET ACROSS SAID ROAD TO A POINT ON THE NORTH RIGHT OF WAY OF A COUNTY ROAD;
THENCE N. 5 DEGREES 32' 51" W., 32.27 FEET ALONG AN EXISTING FENCE LINE;
THENCE S. 81 DEGREES 38' 16" W. 140.64 FEET ALONG AN EXISTING FENCE LINE;
THENCE N. 88 DEGREES 41' 49" W., 107.52 FEET ALONG AN EXISTING FENCE LINE;
THENCE N. 2 DEGREES 37' 00" W., 37.09 FEET;
THENCE S. 87 DEGREES 00' 00" W., 417.40 FEET;
THENCE N. 2 DEGREES 38' 19" W., 621.20 FEET;
THENCE N. 2 DEGREES 01' 18" W., 434.72 FEET;
THENCE N. 89 DEGREES 59' 01" W., 656.78 FEET;
THENCE S. 0 DEGREES 12' 27" E., 1973.83 FEET;
THENCE S. 89 DEGREES 54' 53" E., 1309.68 FEET;
THENCE N. 0 DEGREES 05' 40" W., 658.47 FEET TO THE REAL POINT OF BEGINNING. .

EXCEPTING THEREFROM: A STRIP OF LAND BEING 25.00 FEET ON EACH SIDE OF THE EXISTING CENTERLINE TO THE COUNTY ROAD. . .

MICROFILMED
NOV 18 1996



State of Idaho
DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Southside Mall Boise, Idaho 83720-9000
Phone: (208) 327-7900 FAX: (208) 327-7866

AUG 18 1994

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

Department of Water Resources
Eastern District Office

RECEIVED

AUG 11 1994

Department of Water Resources

RECEIVED

AUG 12 1994

WATER RESOURCES
WESTERN REGION

Paul Weinsthoff
Box 42
Carmen ID 83462

MAILING DATE: *July 29, 1994*

RESPONSE DATE: *Aug 18, 1994*

RE: NOTICE OF CLAIM NO[S]: *A 75-10163*

Dear Claimant(s):

We are currently preparing the Notice(s) of Claim referenced above for the Director's Report in the Snake River Basin Adjudication. Our research indicates there may have been a change in either the ownership or address for the above claim(s). IDWR records currently show the following name and address for the owner of the claim(s) listed above:

Glenn C Janss
PO Box 329
Sun Valley ID 83353

If our current records, as listed above, are not correct please complete the enclosed Change in Ownership or Change of Address form, as appropriate, to correct our records.

Your response must be received in this office by the Response Date indicated above. If no response is received from you, all further legal notices concerning the claim(s) will be sent to the name and address shown above. If you have claims other than those referenced here, please contact the Department so we may assist you in updating the information for all your claims. Should you have any questions, or feel that you need assistance, please contact IDWR at 1-800-451-4129.

Sincerely,

Donald V. Shaff
Manager Adjudication Section

state:region

Enclosures:

Change of Ownership Form
Change of Address Form

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NOV 18 1996

POOR ORIGINAL

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

10-51

State of California
County of Los Angeles

On May 31st, 1994 before me, Chris Cline "Notary Public"
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE", NOTARY PUBLIC

personally appeared Paul Wuesthoff
NAME(S) OF SIGNER(S)

☐ personally known to me - OR ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Chris Cline
SIGNATURE OF NOTARY

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER(S)
TITLE(S)
☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

MICROFILMED

NOV 18 1996

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

TITLE OR TYPE OF DOCUMENT _____
NUMBER OF PAGES _____ DATE OF DOCUMENT _____

Though the data requested here is not required by law

LETTER OF CLOSING INSTRUCTIONS
TO

AMERICAN LAND TITLE CO.

Escrow No. E-1021-bc

Date OCTOBER 7, 1991

We, the undersigned, hereby instruct American Land Title Co. hereinafter referred to as "Closing Agent", when in receipt of all documents and monies as set out herein, to close this transaction according to the following instructions and information:

The parties have entered into a contract for the purchase and sale of subject property entitled SALE AGREEMENT and dated AUGUST 9, 1991, hereinafter referred to as the contract. The "Closing Agent" is hereby instructed to close the transaction in accordance with the terms of the contract as well as these instructions. HOWEVER, in the event the terms of the contract and the terms of these instructions shall conflict, the terms of these instructions shall control.

PROPERTY: PARCEL LOCATED IN N½ OF SECTION 29, T24N, R22 E.

BUYER: PAUL WUESTHOFF AND/OR ASSIGNS

SELLER: GLENN C. JANNIS, A MARRIED WOMAN DEALING WITH HER SOLE AND SEPARATE PROPERTY

TERMS:
Sale Price \$ 237,500.00

Payable as follows:

Earnest Money Deposit	\$ <u>5,000.00</u>	held by <u>AMERICAN LAND TITLE</u>
Cash (approximate)	\$ <u>60,000.00</u>	
Assumption of	\$ _____	approximate balance owing to _____
Assumption of	\$ _____	approximate balance owing to _____
New Loan amount	\$ _____	from _____
Deed of Trust (Mortgage) amount	\$ <u>172,500.00</u>	in favor of <u>GLENN C. JANNIS</u>
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

In the event more than one deed of trust or mortgage is to be recorded in connection with this transaction, said liens shall be recorded in the following order of priority:

1st lien shall be in favor of GLENN C. JANNIS in the amount of \$ 172,500.00

2nd lien shall be in favor of _____ in the amount of \$ _____

3rd lien shall be in favor of _____ in the amount of \$ _____

In the event this transaction involves a new loan or assumption of existing loan, these instructions must conform to the instructions of that lender.

PRO-RATION DATE: OCTOBER 7, 1991 CLOSING DATE: OCTOBER 7, 1991. The "Closing Agent" is instructed to pro-rate all items to be pro-rated as of the above date with the seller being responsible for all such items up to but not including the date of pro-ration and the Buyer being responsible for such items from and including the date of pro-ration.

The property taxes for 19 91 shall be pro-rated on the basis of the 19 90 tax assessed. If the amount assessed is not known, taxes shall be pro-rated based on the estimate of \$ 1,300.48. The parties hereto acknowledge that there may be a difference between the amount of taxes pro-rated and the actual tax assessment levied. The parties further acknowledge that under Idaho Code Sections 63-403 and 63-2203, and Title 63, Chapter 39 "New and Additional Assessments," "Adjustments of Taxes by the Board of Commissioners," and "Tax on Newly Constructed and Occupied Residential and Commercial Structures," additional taxes may be levied. The parties hereto agree to hold the closing agent harmless for any pro-ration difference or additional taxes and agree to promptly adjust any such difference between themselves. The "Closing Agent" shall not pro-rate any utility charges, unless specifically instructed to do so. THE FOLLOWING ITEMS SHALL BE PAID BY BUYER (B), SELLER (S), DIVIDED BETWEEN BUYER AND SELLER EVENLY UNLESS OTHERWISE STATED (D) OR PAID OUTSIDE CLOSING (POC)

_____ Attorney's Fees	_____ S Title Insurance, Owners Policy	_____ Assumption Fee
_____ D Closing Fee	_____ Title Insurance, Loan Policy	_____ D Escrow Set-up Fee
_____ Survey	_____ X IRS 1099-B	AMERICAN LAND TITLE
_____ S Real Estate Commission of <u>N/A</u> % to <u>SUN VALLEY ASSOCIATES</u>		
_____ Real Estate Commission of _____ % to _____		

TITLE INSURANCE: Insurer SECURITY UNION Order No. 6-4926-C

<u>S</u> (<u>X</u>) std () ext. coverage owners policy	Amt. \$ <u>237,500.00</u>
() std () ext. coverage loan policy	Amt. \$ _____
() std () ext. coverage purchasers policy	Amt. \$ _____

HAZARD INSURANCE:

_____ Assume Existing, X Obtain New, From _____ Paid _____

When the "Closing Agent" has received all properly executed documents and all funds necessary for the completion of this transaction and the title insurer is in a position to issue the type of policy(s) set out above, subject only to exceptions No's 1 - 9 as set out in their commitment or preliminary report dated AUGUST 19, 1991, and their usual printed exceptions, the "Closing Agent" is hereby authorized and instructed to record or file all necessary documents and disburse funds deposited in accordance with the amounts shown on the closing statement. Minor adjustments may be made for additional interest due to delay in disbursing beyond the control of the "Closing Agent", for which the respective party shall be given an accounting.

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

The "Closing Agent" shall have no responsibility for compliance with any truth-in-lending, usury or consumer protection laws of the United States or the State of Idaho.

The "Closing Agent" is directed to comply with the instructions contained herein and the parties hereto agree to indemnify and hold harmless the "Closing Agent" from any and all actions or losses related hereto other than failure to comply herewith, including but not limited to any attorney's fees or costs incurred by the "Closing Agent" in defending itself in any such action.

BY THEIR EXECUTION OF THESE INSTRUCTIONS, THE BUYER AND SELLER ACKNOWLEDGE THE FOLLOWING:

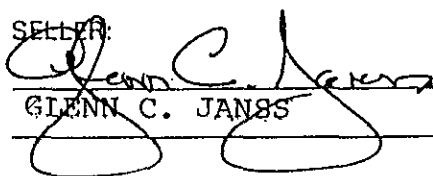
- 1) The "Closing Agent" is not acting as a representative or advocate of either party,
- 2) The documents prepared in connection with this transaction will affect the legal rights of the parties, and the parties rights or interests in those documents may differ,
- 3) Any documents typed by the "Closing Agent" have been done so at our direction or the direction of our counsel,
- 4) The "Closing Agent" is not licensed to practice law and no legal advice—advice as to the content of the documents, nor advice as to the merits of the transaction has been offered by the "Closing Agent", and
- 5) THE "CLOSING AGENT" HAS ADVISED THE PARTIES HERETO TO SEEK THE ADVICE OF INDEPENDENT COUNSEL IF ANY PART OF THIS TRANSACTION IS NOT FULLY UNDERSTOOD.

ADDITIONAL INSTRUCTIONS:

BUYER:


PAUL WUESTHOFF

SELLER:


GLENN C. JANOS

American Land Title Company

BY: BRENDA WILLIAMS
Closing Agent

REAL ESTATE MORTGAGE

For Value Received,

PAUL WUESTHOFF, AND/OR ASSIGNS

the mortgagor , do es hereby grant, bargain, sell and convey unto

GLENN C. JANS, A MARRIED WOMAN DEALING WITH HER SOLE AND SEPARATE PROPERTY

the mortgagee , the following described premises, in LEMHI County, Idaho, to-wit:

SEE ATTACHED EXHIBIT "A"

TOGETHER WITH ANY AND ALL WATER AND WATER RIGHTS, DITCH AND DITCH RIGHTS, AND MINERAL RIGHTS APPURTENANT THERETO OR USED IN CONNECTION THEREWITH.

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

This conveyance is intended as a mortgage to secure the payment of the sum of \$172,500.00 ONE HUNDRED SEVENTY TWO THOUSAND, FIVE HUNDRED AND NO/100 * * * * *DOLLARS with interest, in accordance with the terms of a promissory note of even date herewith, payable to the order of the mortgagee, with final payment due OCTOBER 7, 1996 and providing for acceleration of the due date of the principal for default in the payment of interest or any installment of principal, and providing for a reasonable attorney's fee in case of suit or action.

The mortgagor covenant S and agreed with, the mortgagee as follows: That he is the owner in fee simple of the above described premises and that they are free from all encumbrances

That he will pay the indebtedness hereby secured promptly, according to the terms of said promissory note. That he will pay all taxes, liens and assessments of any nature hereafter levied or imposed, or becoming payable, upon said premises not later than the twentieth day before delinquency. That he will keep the buildings on said premises insured against loss or damage by fire, by some insurance company acceptable to the mortgagee with loss, if any, payable to the mortgagee as interest may appear, in the sum of at least \$ 172,500 , and deliver such policy or policies of insurance to the mortgagee , until the sums secured by this mortgage are fully paid with interest. The mortgagee may from time to time and whenever it so desires, cause an abstract of title to be continued to the then date or procure a title report from a reputable title company and the mortgagor agree to pay the cost thereof upon demand.

If the mortgagor shall fail to pay any such tax or lien, abstract or title report charge, or fail to maintain such fire insurance, the mortgagee may pay the same or procure said insurance, abstract continuation or title report and pay the cost thereof, and all payments by the mortgagee for any such purpose shall be added to the indebtedness hereby secured, and shall be repayable on demand, with interest at the rate of eight (8) per cent per annum until paid.

For the purpose of further securing said indebtedness and performance of the covenants herein contained, the mortgagor hereby sell and assign to the mortgagee any and all rentals accruing, or to accrue on said premises, during the life of this mortgage.

Now, if the said mortgagor shall pay or cause to be paid all moneys which may become due upon said promissory note and shall otherwise comply with the terms and conditions hereof, this conveyance shall be void; but in case default shall be made in the payment of the indebtedness hereby secured, or any part thereof, principal or interest, or in any of the covenants or agreements herein contained, then the mortgagee or assigns, at his option, may declare the entire indebtedness hereby secured immediately due and payable, and foreclose this mortgage and cause said mortgaged premises to be sold in the manner provided by law, and out of the moneys arising from such sale retain principal and interest together with any sums advanced as provided herein, with interest as aforesaid, together with the costs and charges of such foreclosure suit and sale, including such sum as the court may adjudge reasonable as an attorney's fee to be allowed the plaintiff, and the overplus, if any there be, pay over to the mortgagor . heirs and assigns.

Dated:

9-30-91

PAUL WUESTHOFF

STATE OF ~~IDAHO~~ ^{CAL.} COUNTY OF ^{Los Angeles}
On this 30 day of Sept, 1991,
before me, a Notary Public in and for said State, personally appeared

PAUL WUESTHOFF

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

Notary Public,

Residing at

Comm. Expires 1/16/93

REMB.



EXHIBIT "A"

A PARCEL OF LAND LOCATED IN N 1/2, SECTION 29, T. 24 N., R. 22 E., B.M., LEMHI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 29, A DISTANCE OF 1646.16 FEET ON A BEARING OF S. 0° 05' 40" E. TO THE NORTHEAST CORNER OF THE SE 1/4 NE 1/4 SE 1/4 NW 1/4 AND BEING THE REAL POINT OF BEGINNING.

THENCE S. 89° 56' 13" E., 81.26 FEET;
THENCE N. 3° 00' 00" W., 89.60 FEET;
THENCE S. 87° 00' 00" W., 117.13 FEET;
THENCE N. 57° 52' 47" E., 135.37 FEET;
THENCE N. 2° 00' 41" W., 31.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF A COUNTY ROAD;
THENCE N. 23° 08' 01" W., 50.67 FEET ACROSS SAID ROAD TO A POINT ON THE NORTH RIGHT OF WAY OF A COUNTY ROAD;
THENCE N. 5° 32' 51" W., 32.27 FEET ALONG AN EXISTING FENCE LINE;
THENCE S. 81° 38' 16" W. 140.64 FEET ALONG AN EXISTING FENCE LINE;
THENCE N. 88° 41' 49" W., 107.52 FEET ALONG AN EXISTING FENCE LINE;
THENCE N. 2° 37' 00" W., 37.09 FEET;
THENCE S. 87° 00' 00" W., 417.40 FEET;
THENCE N. 2° 38' 19" W., 621.20 FEET;
THENCE N. 2° 01' 18" W., 434.72 FEET;
THENCE N. 89° 59' 01" W., 656.78 FEET;
THENCE S. 0° 12' 27" E., 1973.83 FEET;
THENCE S. 89° 54' 53" E., 1309.68 FEET;
THENCE N. 0° 05' 40" W., 658.47 FEET TO THE REAL POINT OF BEGINNING. . .

EXCEPTING THEREFROM: A STRIP OF LAND BEING 25.00 FEET ON EACH SIDE OF THE EXISTING CENTERLINE OF THE COUNTY ROAD. . .

SUMMARY

JANSS WATER RIGHTS

Paul Wuesthoff

8/22/91

	<u>Amount</u> <u>(In. & cfs)</u>	<u>Time</u>	<u>Ditch</u>	<u>Priority</u>
(a) 7500131				
<u>Decree</u>	4" (.08)	Beg - August 1	13	4/1/10
	4" (.06)	Aug 1 - End		

Should
be 3"

Source - 4th of July Creek
Purpose - Irrigation of orchard

(The Decree refers to "Beginning" and "End" of
irrigation season - April 1 and November 1
according to the SRA. I have abbreviated
"Beginning" to "Beg.")

<u>Snake</u>				
<u>Claim</u>	4" (.08)	4/1 - 8/1	13	4/1/10
	3" (.06)	8/1 - 11/1		

Source - 4th of July Creek
Purpose - Irrigate one acre

(b) 7500132				
<u>Decree</u>	15" (0.3)	1/1 - 12/31	--	4/1/11

Source - Springs
Purpose - Irrigation & stockwater

<u>Snake</u>				
<u>Claim</u>	15" (0.3)	4/1 - 11/1 (irr)		4/1/11
		1/1 - 12/31 (stockwater)		

Source - Springs
Purpose - Irrigate & stockwater
10 acres

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(c) 7500133

<u>Decree</u>	5 acre ft	1/1 - 12/31	Stored in fish pond 1 acre in size	4/1/63
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Source - Storage (See Claim - 4th of July)
Purpose - Irrigation - 5 acres
Stockwater
Fishery

Snake
Claim

5 acre ft	4/1/63
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Irrigation storage 1/1 - 12/31 5 acre ft. (Irrig.
of 5 acres)
Stockwater storage 1/1 - 12/31 5 acre ft.
Fish propagation 1/1 - 12/31 5 acre ft.

Source - 4th of July Creek
Purpose - See above

(d) 7500134

<u>Decree</u>	20" (0.4)	Beg - August 1	12	5/12/10
	15" (0.3)	Aug 1 - End		

Source - 4th of July Creek
Purpose - Irrigation of 10 acres

Snake
Claim

20" (0.4)	4/1 - 8/1	12	5/12/10
15" (0.3)	8/1 - 11/1		

Source - 4th of July Creek
Purpose - Irrigate 10 acres

(e) DOMESTIC WELL

<u>Decree</u>	--	None	--
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Snake
Claim

2" (.04)	1/1 - 12/31	--	1958
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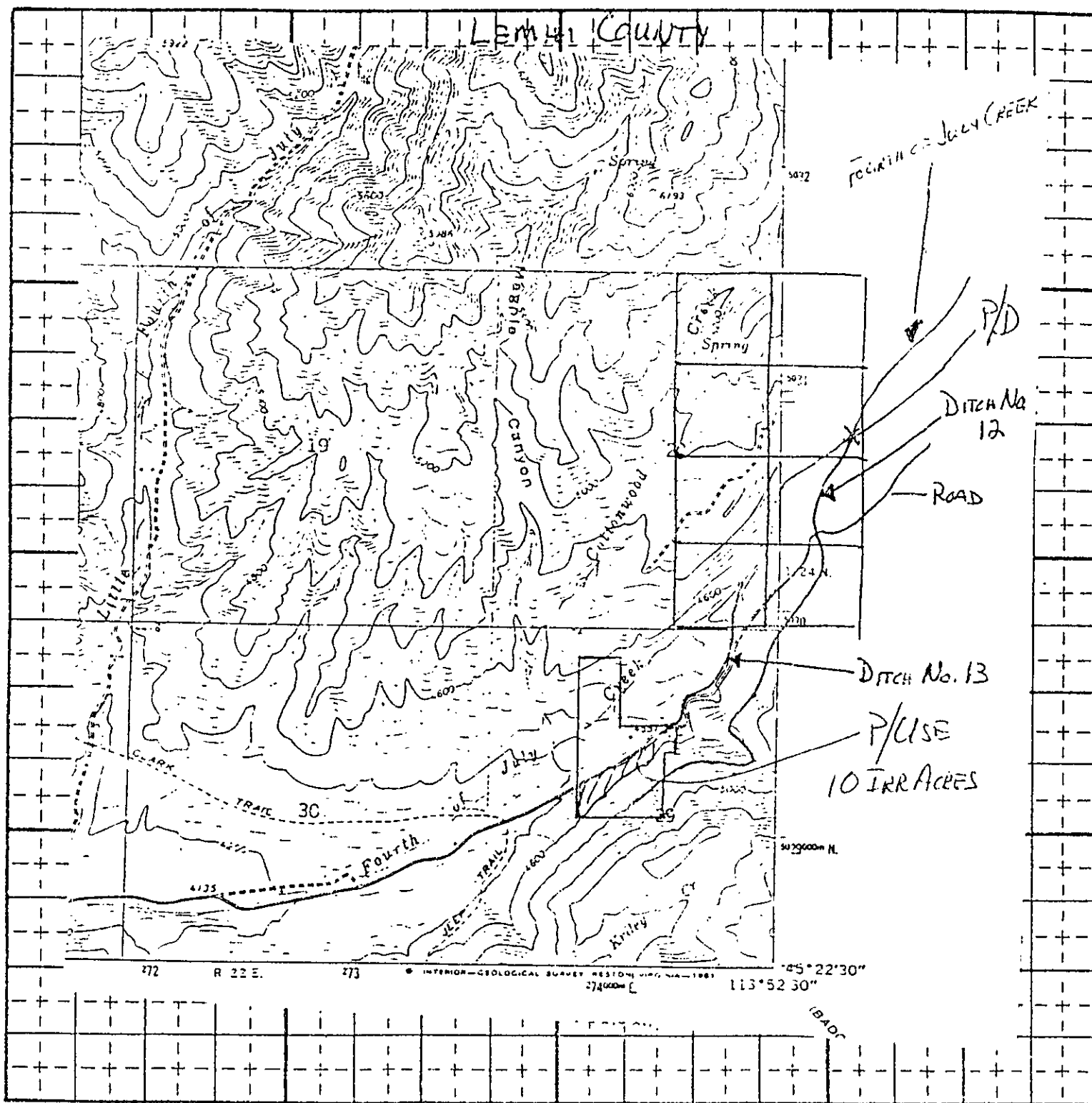
Source - Groundwater
Purpose - Domestic
(20' deep well; 6" casing; 5hp pump)

MICROFILMED
NOV 16 1960

Map of Project: show clearly the point of diversion, place of use, section number, township, and range number.

Scale: 2 inches equals 1 mile

T. 24 N., R. 22 E., B.M.



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NOV 18 1996

Last Name

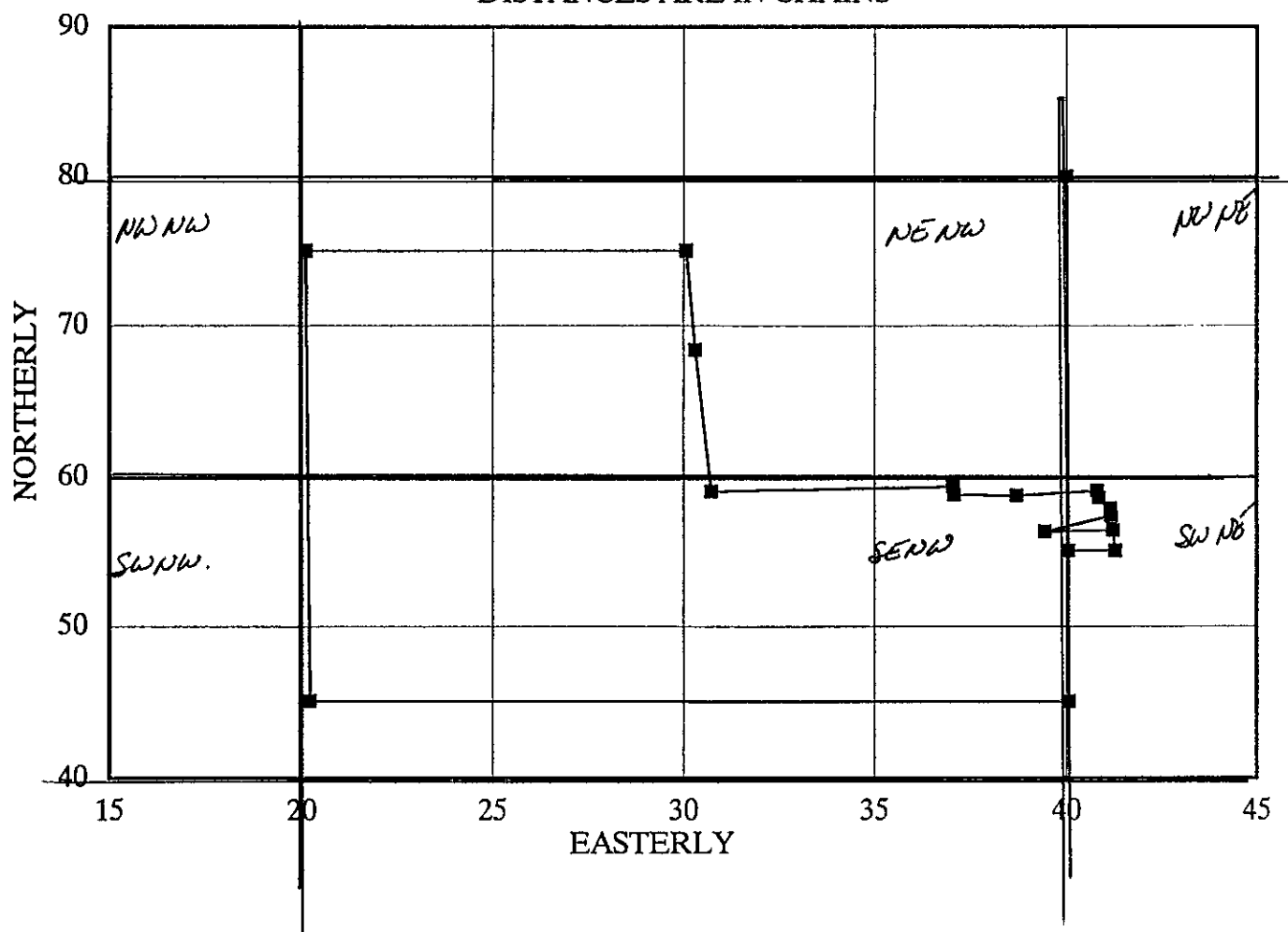
JANSS

Ident No.

Copies: White-State, Yellow-Claimant

METES & BOUNDS POLAR LOCATION PLOT

DISTANCES ARE IN CHAINS



T 24 N R 22 E S 29

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