

ERNE. Carlson

A 29-COIP-2

WARRANTY DEED

(INDIVIDUAL)

Change of Ownership
8/1/01

FOR VALUE RECEIVED J. WENDELL MARLEY AND S. WAYNE MARLEY, EACH MARRIED MEN
DEALING WITH THEIR SOLE AND SEPERATE PROPERTY

GRANTOR(s) does (do) hereby GRANT, BARGAIN, SELL and CONVEY unto

SYLVIA J.N. LOCKYER, A MARRIED WOMAN DEALING WITH HER SOLE AND SEPERATE PROPERTY

83250

GRANTEE(S), whose current address is: 1585 HARKNESS CANYON ROAD; P.O. BOX 371; MCCAMMON, IDAHO
the following described real property in BANNOCK County, State of Idaho,
more particularly described as follows, to wit:

SEE EXHIBIT A ATTACHED

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, includes irrigation and utility assessments, (if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated:

J. WENDELL MARLEY

S. WAYNE MARLEY

STATE OF _____, County of _____, ss.

On this _____ day of _____, in the year of _____, before me

_____, a Notary Public, personally appeared _____

known or identified to me to be the person(s) whose name(s) _____ subscribed to the within
instrument, and acknowledged to me that _____ he _____ executed the same.

Notary Public: _____

Residing at: _____

My Commission Expires: _____

Exhibit A

A tract of land in the East 1/2 of Section 12, Township 9 South, Range 36 East, Boise Meridian, and in the SW 1/4 Section 7, Township 9 South, Range 37 east, Boise Meridian, Bannock County, Idaho, described as follows:

Beginning at the North Quarter corner of said Section 7, marked by a 5/8 inch rear with an aluminum cap marked PLS 843; thence North 00°09'54" West along the East line of the SW 1/4 of Section 6, Township 9 South, Range 36 East, a distance of 133.00 feet to a 5/8 inch rear with an aluminum cap marked PLS 843; thence South 64°34'42" West a distance of 4176.35 feet to a 5/8 inch rear with plastic cap marked PLS 4735 on the Southeasterly right-of-way of Highway 30 and the true point of beginning; thence South 64°32'19" West along a fence line called for in Boundary Agreement instrument no. 93008275, recorded in the office of the Recorder for Bannock County, Idaho, a distance of 545.39 feet to a 5/8 inch rear with an aluminum cap marked PLS 843, point being on the said Boundary Agreement line and approximately on the Easterly bank of the Portneuf River; thence along the Easterly bank of the Portneuf River the following courses and distances:

South 52°39'08" East, 220.26 feet;
South 06°26'57" East, 81.31 feet;
South 53°25'54" West, 43.93 feet;
South 07°47'06" West, 116.53 feet;
South 09°57'23" East, 125.86 feet;
South 27°18'41" West, 91.25 feet;
South 15°33'11" East, 105.19 feet;
South 30°13'19" East, 101.69 feet;
South 59°46'43" East, 85.46 feet;
South 43°27'14" East, 127.69 feet;
South 19°06'29" East, 239.70 feet;
South 50°34'01" East, 149.29 feet;
South 50°34'01" East, 69.80 feet;
South 59°55'26" East, 138.22 feet;
North 26°01'25" East, 93.79 feet;
North 70°58'33" East, 166.59 feet;
South 77°53'03" East, 189.94 feet;
South 66°47'34" East, 77.67 feet;
South 44°18'52" East, 46.57 feet;
South 03°46'08" West, 46.50 feet;
South 27°07'51" West, 133.15 feet;
South 43°38'06" West, 102.58 feet;
South 11°49'40" West, 59.13 feet;
South 76°51'10" West, 89.13 feet;
South 42°20'25" West, 79.01 feet;
South 00°09'21" East, 184.34 feet;
South 18°57'32" West, 179.39 feet;
South 00°08'34" West, 176.87 feet;
North 65°54'48" East, 76.40 feet;
North 05°20'02" West, 69.90 feet;
North 35°06'04" East, 52.89 feet;

4-4

00010091

North 11°47'57" East, 114.28 feet;
North 60°36'59" East, 291.80 feet;
South 46°39'54" East, 50.36 feet;
South 10°43'56" East, 93.44 feet;
South 07°38'19" East, 121.59 feet, to a 5/8 inch rear with an
aluminum cap marked PLS 843 or the Easterly bank of the Portneuf
River; thence North 64°34'42" East a distance of 488.53 feet, to a
5/8 inch rear with an aluminum cap marked PLS 843 on the
Southeasterly right-of-way of said Highway 30; thence North
31°17'00" West along the Southeasterly right-of-way of said Highway
30, a distance of 2416.63 feet, to the true point of beginning.

REAL ESTATE PURCHASE AND SALE AGREEMENT.
(with Earnest Money Provision)

THIS CONTRACT CONTROLS THE TERMS OF SALE OF THE PROPERTY. READ CAREFULLY BEFORE SIGNING: IF ANY QUESTIONS, CONSULT YOUR ATTORNEY.

McCammon, Idaho 9-12-1992

Richard L. Lockyer and Silvia JM Lockyer
(hereinafter called "Buyer") agrees to purchase, and the undersigned agrees to sell the following described real estate hereinafter referred to as "premises" located in McCammon County of Bannock State of Idaho, commonly known as OFF OF Hwy 30.
legally described as : Northeast Quarter of Sec. 12 Township 9 South Range 36 E.B.M Bannock County.

* A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED, ATTACHED OR WRITTEN ON THE REVERSE HEREOF PRIOR TO EXECUTION BY SELLER. Buyer hereby authorizes broker to insert over his signature the correct legal description of the premises if unavailable at the time of signing, or to correct the legal description previously entered if erroneous or incomplete).

1. TOTAL PURCHASE PRICE IS Thirteen Thousand and no cents
DOLLARS (\$ 13000.00) payable as follows:

A. Earnest Money.

(a) Buyer hereby deposits and a receipt is hereby acknowledged of one Thousand Dollars (\$ 1000.00) evidenced by: ☐ Cash, ☒ Personal Check, ☐ Cashiers Check, ☐ Note Due or paid or delivered as earnest money in part payment of the purchase price for the premises.

(b) Earnest Money to be deposited in trust account upon acceptance by all parties.

(c) All Earnest Money shall be held by First American for the benefit of the parties hereto, and (Broker) shall hold the completely executed broker's copy of this agreement.

B. Balance of purchase price to be paid as follows: upon closing of escrow paid in full.

* Statement on the Warranty Deed conveying it to no further division without platting.

2. Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of 9-12-92. If Seller does not accept this agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.

3. 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. Any liens, encumbrances or defects which are to be discharged or assumed by Buyer or to which title is taken subject to (not otherwise set forth above) are: ROSE PRIESTLY - Lien Holder

4. The Seller shall, within a reasonable time after closing, furnish to the Buyer a title insurance policy in the amount of the purchase price of the premises from a title insurance company showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this agreement to be discharged or assumed by the Buyer. Prior to closing the transaction, the Seller shall furnish to the Buyer a preliminary report or commitment made by a title insurance company showing the condition of the title to said premises. The parties agree that FIRST AMERICAN Title Company shall provide said title policy and preliminary report or commitment. It is agreed that if the title to said premises is not marketable, or cannot be made so within thirty (30) days after notice containing a written statement of defects is delivered or mailed to the Seller, or if the Seller, having approved said sale fails to consummate the same as herein agreed, such failure shall constitute a default and the Earnest Money shall be returned to the Buyer and Seller shall pay for the cost of title insurance, escrow and legal fees, if any. Buyer's acceptance of the Earnest Money does not constitute a waiver of other remedies available.

5. Is is hereby agreed that the "closing agent" for this agreement shall be First American. Closing is the broker responsible for the closing. Where not otherwise provided by law, the parties shall each pay one half of said closing agent's fees. Buyer will pay title insu. Fees.

6. On or before the closing date, Buyer and Seller shall deposit with the closing agent all funds and instruments necessary to complete the sale.

7. Seller shall deliver possession to Buyer on or before upon completion of SAR, V&Y and taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserves on liens, loans or obligations assumed or taken subject to, and utilities shall be prorated as of

except as follows: Buyer shall pay for fuel in fuel tank, the amount to be determined by the supplier at Seller's expense.

8. The parties agree that this agreement contains the following additional terms and conditions:

Said parcel containg Sacres and including the appurtenant water rights in Harkness Creek.

9. The following items of property now on the premises are specifically excluded from the sale: N/A

The following items of personal property are specifically included in the sale: N/A

10. IMPORTANT: THE RESERVE OF THIS AGREEMENT CONTAINS IMPORTANT PROVISIONS WHICH ALSO CONSTITUTE PART OF THE AGREEMENT. Each of the parties acknowledges reading this agreement in full.

Richard L. Lockyer
Buyer

Silvia JM Lockyer
Buyer

On this date, I/We hereby approve and accept the sale set forth in the above agreement and agree to carry out all terms thereof on the part of the Seller. I/We further acknowledge receipt of a true copy of this agreement with the complete legal description of the premises inserted and signed by both parties.

Shelwayne Harris
Seller

Carey Harris
Seller

P.O. Box 371 McCammon ID
Buyer's Address

254 3240
Buyer's Phone

Box 095
Seller's Address

McCammon 254-3284
Seller's Phone

A true copy of the foregoing agreement, signed by the Seller and containing the full and complete legal description of the premises, is hereby received on this day of 1992.

Buyer Buyer

STATE OF IDAHO)
) ss
County of)

On this day of 1992, before me, the undersigned, a Notary Public in and for said State, personally known to me to be the person(s) who signed the foregoing instrument as Seller and acknowledged to me that he executed the same.

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

Notary Public for Idaho

Residing at

WARRANTY DEED

For Value Received, Rose Priestly, Nellie Holmes and Dorothy Stokes, as statutory trustees for SouthEast Securities Company, Inc., a defunct Idaho corporation, hereinafter referred to as "Grantor", whether one or more, does hereby grant, bargain, sell and convey unto DuWayne Harris and Carolyn Harris, husband and wife, hereinafter referred to as Grantee, whether one or more, whose current address is 104 Center, McCammon, Idaho 83250, the following described premises, in Bannock County, Idaho, to wit:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 9 SOUTH, RANGE 36 E.B.M., BANNOCK COUNTY, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL WHICH LIES SOUTHWEST OF STATE HIGHWAY 30 NORTH, AND NORTHEAST OF THE PORTNEUF RIVER: BEGINNING AT THE SOUTH 1/16TH CORNER ON THE MERIDIONAL CENTERLINE OF SECTION 6, TOWNSHIP 9 SOUTH, RANGE 37 E.B.M., BANNOCK COUNTY, IDAHO; THENCE SOUTH ALONG THE MERIDIONAL CENTERLINE, 1187.0 FEET, MORE OR LESS, TO A POINT WHICH IS NORTH ALONG THE MERIDIONAL CENTERLINE 133.0 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 6; THENCE SOUTH 64°17' WEST, 5490 FEET, MORE OR LESS, TO THE NORTHEAST BOUNDARY OF THE STATION GROUNDS OF THE OREGON SHORT LINE RAILROAD; THENCE NORTH 25°43' WEST ALONG THE NORTHEAST BOUNDARY OF THE OREGON SHORT LINE RAILROAD STATION GROUNDS, 360 FEET, MORE OR LESS, TO THE NORTH CORNER OF SAID STATION GROUNDS; THENCE IN A NORTHEASTERLY DIRECTION AT RIGHT ANGLES TO THE OREGON SHORT LINE RAILROAD, 445 FEET, MORE OR LESS, TO THE RIGHT BANK OF THE PORTNEUF RIVER; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE RIGHT BANK OF THE PORTNEUF RIVER 115 FEET, MORE OR LESS; THENCE IN A WESTERLY DIRECTION AND ALONG THE CENTERLINE OF THE ROAD LEADING TO THE CROSSING OF THE OREGON SHORT LINE RAILROAD, 305 FEET, MORE OR LESS, TO THE CENTER OF THE ROAD LEADING TO THE HARKNESS WAGON BRIDGE; THENCE IN A NORTH AND EASTERLY DIRECTION ALONG SAID ROAD; 165 FEET, MORE OR LESS, TO THE CENTER OF THE

WEST ABUTMENT OF THE HARKNESS WAGON BRIDGE; THENCE NORTHWESTERLY ALONG THE LEFT BANK OF THE PORTNEUF RIVER, 435 FEET, MORE OR LESS, TO THE SOUTH BOUNDARY OF THE UNION MILL AND ELEVATOR CO'S LAND; THENCE NORTHEASTERLY ALONG THE SOUTH BOUNDARY OF SAID TRACT AND A CONTINUATION THEREOF TO THE RIGHT BANK OF THE PORTNEUF RIVER; THENCE ALONG THE RIGHT BANK OF THE PORTNEUF RIVER TO A POINT ON THE PROJECTED LINE OF THE NORTHWEST FENCE OF THE HARKENSS CORRAL; THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID FENCE AND THE PROJECTED LINE THEREOF TO THE CENTER OF THE CHANNEL OF HARKNESS CREEK; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE CENTER OF THE CHANNEL OF HARKNESS CREEK TO ITS INTERSECTION WITH THE SOUTH 1/16TH LINE OF SECTION 1, TOWNSHIP 9 SOUTH, RANGE 36 E.B.M. AT A POINT 440.0 FEET, MORE OR LESS, WEST OF THE SOUTH 1/16TH CORNER ON THE EAST LINE OF SAID SECTION 1; THENCE EAST ALONG THE SOUTH 1/16TH LINE OF SAID SECTION 1 AND SECTION 6, TOWNSHIP 9 SOUTH, RANGE 37 E.B.M., TO THE POINT OF BEGINNING. . .

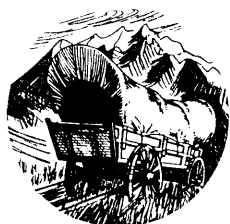
TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, and Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all incumbrances and that Grantor will warrant and defend the same from all lawful claims whatsoever.

DATED: June 1978

Rose Priestly
Rose Priestly, as an individual

Rose Priestly
Rose Priestly, a Statutory Trustee
for Southeast Securities, Inc., a
defunct Idaho corporation

Nellie Holmes
Nellie Holmes, a Statutory Trustee
for Southeast Securities, Inc., a
defunct Idaho corporation



A Pioneer Company
PIONEER TITLE COMPANY
OF BANNOCK COUNTY

135 N. Arthur Avenue / P.O. Box 1057 / Pocatello, Idaho 83204
(208) 233-9595

98016090

98016090

RECORDED BY REQUEST OF
Wendell Marley
98 AUG 17 PM 4 04
OFFICIAL BOOK 15718
BANK COUNTY IDAHO
LAWYER
FEE 12- CITY MI

3-1

SPACE ABOVE FOR RECORDING DATA

WARRANTY DEED

(INDIVIDUAL)

FOR VALUE RECEIVED J. WENDELL MARLEY AND S. WAYNE MARLEY, EACH MARRIED MEN
DEALING WITH THEIR SOLE AND SEPERATE PROPERTY

GRANTOR(s) does (do) hereby GRANT, BARGAIN, SELL and CONVEY unto

SILVIA J. LOCKYER, A MARRIED WOMAN DEALING WITH HER SOLE AND SEPERATE PROPERTY

GRANTEE(S), whose current address is: 1585 HARKNESS CANYON ROAD; P.O. BOX 371; MCCAMMON, IDAHO 83250
the following described real property in BANNOCK County, State of Idaho,
more particularly described as follows, to wit:

SEE EXHIBIT A ATTACHED

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, includes irrigation and utility assessments, (if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated:

J. Wendell Marley
J. WENDELL MARLEY

S. Wayne Marley
S. WAYNE MARLEY

STATE OF Idaho, County of Bannock, ss.

On this 17 day of August, in the year of 1998, before me
Marley, a Notary Public, personally appeared Wayne & Wendell

known or identified to me to be the person(s) whose name(s) _____ subscribed to the within
instrument, and acknowledged to me that _____ he _____ executed the same.

NOTARY SEAL

Notary Public: Belva Hansen
Residing at: mccammon
My Commission Expires: 10-26-01

3-2

Exhibit A

98016090

A tract of land in the East 1/2 of Section 12, Township 9 South, Range 36 East, Boise Meridian, and in the SW 1/4 Section 7, Township 9 South, Range 37 east, Boise Meridian, Bannock County, Idaho, described as follows:

Beginning at the ^{S.W. 1/4} North Quarter corner of said Section 7, marked by a 5/8 inch rear with an aluminum cap marked PLS 843; thence North 00°09'54" West along the East line of the SW 1/4 of Section 6, Township 9 South, Range 36 East, a distance of 133.00 feet to a 5/8 inch rear with an aluminum cap marked PLS 843; thence South 64°34'42" West a distance of 4176.35 feet to a 5/8 inch rear with plastic cap marked PLS 4735 on the Southeasterly right-of-way of Highway 30 and the true point of beginning; thence South 64°32'19" West along a fence line called for in Boundary Agreement instrument no. 93008275, recorded in the office of the Recorder for Bannock County, Idaho, a distance of 545.39 feet to a 5/8 inch rear with an aluminum cap marked PLS 843, point being on the said Boundary Agreement line and approximately on the Easterly bank of the Portneuf River; thence along the Easterly bank of the Portneuf River the following courses and distances:

South 52°39'08" East, 220.26 feet;
 South 06°26'57" East, 81.31 feet;
 South 53°25'54" West, 43.93 feet;
 South 07°47'06" West, 116.53 feet;
 South 09°57'23" East, 125.86 feet;
 South 27°18'41" West, 91.25 feet;
 South 15°33'11" East, 105.19 feet;
 South 30°13'19" East, 101.69 feet;
 South 59°46'43" East, 85.46 feet;
 South 43°27'14" East, 127.69 feet;
 South 19°06'29" East, 239.70 feet;
 South 50°34'01" East, 149.29 feet;
 South 50°34'01" East, 69.80 feet;
 South 59°55'26" East, 138.22 feet;
 North 26°01'25" East, 93.79 feet;
 North 70°58'33" East, 166.59 feet;
 South 77°53'03" East, 189.94 feet;
 South 66°47'34" East, 77.67 feet;
 South 44°18'52" East, 46.57 feet;
 South 03°46'08" West, 46.50 feet;
 South 27°07'51" West, 133.15 feet;
 South 43°38'06" West, 102.58 feet;
 South 11°49'40" West, 59.13 feet;
 South 76°51'10" West, 89.13 feet;
 South 42°20'25" West, 79.01 feet;
 South 00°09'21" East, 184.34 feet;
 South 18°57'32" West, 179.39 feet;
 South 00°08'34" West, 176.87 feet;
 North 65°54'48" East, 76.40 feet;
 North 05°20'02" West, 69.90 feet;
 North 35°06'04" East, 52.89 feet;

3-3

98016090

North 11°47'57" East, 114.28 feet;
North 60°36'59" East, 291.80 feet;
South 46°39'54" East, 50.36 feet; *JWM S.W.M*
South 10°43'56" East, 93.44 feet; *→*
South 07°38'19" East, 121.59 feet, to a 5/8 inch rear with an
aluminum cap marked PLS 843 ⁸⁴ on the Easterly bank of the Portneuf
River; thence North 64°34'42" East a distance of 488.53 feet, to a
5/8 inch rear with an aluminum cap marked PLS 843 on the
Southeasterly right-of-way of said Highway 30; thence North
31°17'00" West along the Southeasterly right-of-way of said Highway
30, a distance of 2416.63 feet, to the true point of beginning.

TOGETHER WITH ANY WATER RIGHTS ALLOTTED TO SAID PROPERTY BY THE DEPARTMENT
OF WATER RESOURCES