

Alan E. Ellis – Mary K O'Neill  
PO Box 1  
Indian Valley, ID 83632  
208-256-4550  
[paddog@etcweb.net](mailto:paddog@etcweb.net)

RECEIVED  
OCT 03 2005  
DEPARTMENT OF  
WATER RESOURCES

September 28, 2005

SRBA State  
Idaho Department of Water Resources  
PO Box 83720  
Boise, ID 83707-9815  
Attn: C. Saxton

RE: CLAIM 67-10497

Dear Mr. Saxton:

Thank you for your assistance in preparing these documents. Both you and your staff have been patient, helpful and knowledgeable in helping me gain some understanding of "Water Rights". I am three years new to ranch living and as my husband suffers from Pick's Disease, a form of dementia similar to Alzheimer's, I really needed help.

Enclosed are copies of all the documents tracing the property to 1904, which appears to be the first recording, regarding the homestead. In addition I have included an Affidavit from me and one from Tom Grossen, whose father and grandfather farmed here and a map showing the various locations involved.

In addition to the documents regarding the claim, I have completed a Notice of Change in Water Right Ownership and enclosed supporting documents including the General Power of Attorney giving that power to me. Alan and Judith were divorced in 2001 and Alan and I married in 2002.

Please let me know if there is anything else that I need to submit. Again, I thank you for all your help.

Sincerely,



Mary K. O'Neill (Mrs. Alan E. Ellis)

Enclosures

**STATE OF IDAHO**  
**DEPARTMENT OF WATER RESOURCES**  
**NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP**

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.  
 Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

| Water<br>Right No(s) | Adjudication<br>Claim No(s) | Split | Water<br>Right No(s) | Adjudication<br>Claim No(s) | Split |
|----------------------|-----------------------------|-------|----------------------|-----------------------------|-------|
| <u>67-459</u>        | _____                       | _____ | _____                | _____                       | _____ |
| <u>67-10496</u>      | _____                       | _____ | _____                | _____                       | _____ |
| <u>67-10497</u>      | _____                       | _____ | _____                | _____                       | _____ |
| _____                | _____                       | _____ | _____                | _____                       | _____ |
| _____                | _____                       | _____ | _____                | _____                       | _____ |

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):  
**PLAT OF PROPERTY** or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

**OR**

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) ALAN E. ELLIS  
JUDITH T. ELLIS
4. New Owner/Claimant(s) ALAN E. ELLIS  
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address PO Box 1
- City, State and ZIP Code INDIAN VALLEY, ID 83632
- New Telephone Number 208 256-4550
5. Date you acquired the property 6-5-2001

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7.** If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

| DESCRIPTION OF YOUR PORTION OF WATER RIGHT<br>(If the right(s) will not be split, skip this area and proceed to item 7) |                                                                            |                                                              |
|-------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|--------------------------------------------------------------|
| Water Right and/or Adjudication Claim Number _____                                                                      |                                                                            |                                                              |
| Water Use                                                                                                               | Diversion Rate or Volume<br>(cubic feet per second or acre-feet per annum) | Description<br>(acres, number and type of stock, homes, etc) |
| Irrigation                                                                                                              | _____                                                                      | _____                                                        |
| Stock                                                                                                                   | _____                                                                      | _____                                                        |
| Domestic                                                                                                                | _____                                                                      | _____                                                        |
| Other _____                                                                                                             | _____                                                                      | _____                                                        |
| <b>Total</b>                                                                                                            | _____                                                                      | _____                                                        |

| DESCRIPTION OF YOUR PORTION OF WATER RIGHT<br>(If the right(s) will not be split, skip this area and proceed to item 7) |                                                                            |                                                              |
|-------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|--------------------------------------------------------------|
| Water Right and/or Adjudication Claim Number _____                                                                      |                                                                            |                                                              |
| Water Use                                                                                                               | Diversion Rate or Volume<br>(cubic feet per second or acre-feet per annum) | Description<br>(acres, number and type of stock, homes, etc) |
| Irrigation                                                                                                              | _____                                                                      | _____                                                        |
| Stock                                                                                                                   | _____                                                                      | _____                                                        |
| Domestic                                                                                                                | _____                                                                      | _____                                                        |
| Other _____                                                                                                             | _____                                                                      | _____                                                        |
| <b>Total</b>                                                                                                            | _____                                                                      | _____                                                        |

7. Signature of New Owner(s) or Claimant(s) Alan E. Ellis by M. K. O'Neill  
(include title if applicable) Attorney in Fact & Agent

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

**For Office Use Only**

Received by \_\_\_\_\_ Date \_\_\_\_\_ Fee \_\_\_\_\_  
 Received by \_\_\_\_\_ Date \_\_\_\_\_ Receipt No. \_\_\_\_\_  
 Processed by \_\_\_\_\_ AJ Date \_\_\_\_\_ WR \_\_\_\_\_ Date \_\_\_\_\_

INSTRUMENT NO. **106573**  
PAGE 1 OF 6

Instrument # **106573**

COUNCIL, ADAMS, IDAHO

2004-07-19

07:18:54 No. of Pages: 6

Recorded for : JOEY PRESTWICH

MICHAEL FISK

Fee: 18.00

Ex-Officio Recorder Deputy

Index to: POWER OF ATTORNEY

## GENERAL POWER OF ATTORNEY

I, ALAN EDWARD ELLIS (subsequently referred to as "principal"), of Indian Valley, Idaho, designate and appoint MARY KATHERINE O'NEILL of Indian Valley, Idaho, as my attorney in fact and agent (subsequently referred to as "agent") to act in my name and for my benefit. I grant to my agent full power and authority to do everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present and fully competent, hereby ratifying and confirming all that my agent shall lawfully do or cause to be done by virtue of this power of attorney and the powers herein granted.

1. **GENERAL GRANT OF POWER:** My agent shall have power to exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may hereafter acquire, relating to any person, matter, transaction or property, real or personal, tangible or intangible, now owned or hereafter acquired by me, including, without limitation, the powers specifically enumerated in this instrument. Generally, my agent shall have power to do and perform all matters, transact all business, and make, execute and acknowledge all contracts, orders, deeds, mortgages, leases, assignments, assurances, and instruments of every kind which may be requisite or proper to effectuate the purposes of this general power of attorney.

2. **SPECIFIC POWERS:** Without in any way limiting the generality of the power and authority conferred upon my agent by this instrument, my agent shall have and may exercise each of the following specific powers:

(a) Power to Acquire and Sell. To acquire, purchase, exchange, grant options and sell, assign, release, convey, mortgage, hypothecate, lease, and accept and take possession of real and personal property and interests therein, both tangible and intangible, upon such terms, conditions, and covenants as my agent shall deem proper; and to sign, seal, execute and deliver and acknowledge such deeds, leases, contracts, assignments, indentures, agreements, mortgages, deeds of trust, bills of sale, security agreements and related forms, exchange agreements, bills, bonds, notes, receipts, releases and satisfactions of mortgages, security interests, and judgments, and such other instruments in writing as shall be proper.

(b) Borrowing and Banking Powers. To borrow moneys on my behalf and to sign, seal, execute, deliver and acknowledge on my behalf such promissory notes, bills, bonds, or other evidence of indebtedness and such mortgages, deeds of trust, security agreements, pledges, or other documents to secure the payment of borrowed funds as my agent shall deem proper; to make, receive, and endorse checks and drafts; to deposit and withdraw funds, acquire and redeem certificates of deposit, in banks, savings and loan

associations, and other financial institutions; and to release such mortgages, deeds of trust, or other security instruments as may be necessary or proper in the exercise of the rights and powers herein granted.

(c) Powers of Collection and Payment. To forgive, request, demand, sue for, recover, collect, receive and hold all sums of money, debts, dues, commercial papers, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension, profit sharing, retirement, social security, medicare, insurance, and other contractual benefits and proceeds, all documents of title, all property and property rights, real or personal, tangible and intangible, and demands whatsoever, liquidated or unliquidated, now or hereafter owned by, or due, owing, payable or belonging to, me or in which I have or may hereafter acquire an interest; to have, use, and take all lawful means and equitable and legal remedies and proceedings in my name and for the collection and recovery thereof including the enforcement of mortgages, deeds of trust and security instruments, and to adjust, sell, compromise, and agree to the same; to execute and deliver for me, on my behalf, and in my name, all endorsements, releases, receipts, or other sufficient discharges for the same; and to pay and discharge all debts and demands due and payable or which may hereafter become due and payable by me to any person or persons whomsoever.

(d) Management Powers. To maintain, repair, improve, invest, manage, insure, rent, lease, encumber, partition and in any manner deal with any real or personal property, tangible or intangible, or any interest therein, that I now own or may hereafter acquire, upon such terms and conditions as my agent shall deem proper, and to transfer any or all of my assets to the trustee of any revocable living trust which I may have created or which, under the power and authority conferred by this instrument, may be created by my agent for my benefit.

(e) Motor Vehicles. To apply for a certificate of title upon, and endorse and assign or transfer title to, any motor vehicle; and to represent in such assignment or transfer of title that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such assignment or transfer of title.

(f) Business Interests. To conduct or participate in any lawful business of whatever nature; to execute partnership agreements and amendments thereto; to incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; to elect or employ officers, directors and agents; to carry out the provisions of any agreement for the sale of any business interest or the stock therein; and to exercise voting rights with respect to stock, either in person or by proxy, and exercise stock options.

(g) Tax Powers. To represent me in all tax matters; to prepare, sign, and file federal, state, and/or local income, gift and other tax returns of all kinds, including,

where appropriate, joint returns, FICA returns, payroll tax returns, claims for refunds, requests for extensions of time to file returns and/or pay taxes, extensions and waivers of applicable periods of limitation, protests and petitions to administrative agencies or courts, including the tax court, regarding tax matters, and any and all other tax related documents, including but not limited to consents and agreements under Section 2032A of the Internal Revenue Code or any successor section thereto and consents to split gifts, closing agreements, and any power of attorney form required by the Internal Revenue Service and/or any state and/or local taxing authority with respect to any tax year between the years 1980 and 2050; to pay taxes due, collect and make such disposition of refunds as my agent shall deem appropriate, post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service and/or any state and/or local taxing authority; to exercise any elections I may have under federal, state or local tax law; to allocate any generation-skipping tax exemption to which I am entitled; and generally to represent me or obtain professional representation for me in all tax matters and proceedings of all kinds and for all periods between the years 1980 and 2050 before all officers of the Internal Revenue Service and state and local authorities and in any and all courts; to engage, compensate and discharge attorneys, accountants and other tax and financial advisers and consultants to represent and/or assist me in connection with any and all tax matters involving or in any way related to me or any property in which I have or may have an interest or responsibility. The principal's social security number is 571-64-9674.

(h) Safe Deposit Boxes. To have access at any time or times to any safe deposit box rented by me, wheresoever located, and to remove all or any part of the contents thereof, and to surrender or relinquish said safe deposit box; and any institution in which any such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting my agent to exercise this power.

(i) Gifting. To make gifts, grants or other transfers without consideration either outright or in trust (including the forgiveness of indebtedness) to such persons, including my agent, or organizations as my Agent shall select; provided, however, that my Agent shall not make gifts to my Agent unless such gifts are consistent with my estate plan and pattern of gifting prior to my incapacity or disability; provided further, however, that gifts made by my Agent to a charitable, scientific, or educational institution or organization must qualify for a charitable deduction under the income and gift tax provisions of the Internal Revenue Code as from time to time amended.

(j) Fund Trusts. To transfer from time to time and at any time to the trustee or trustees of any revocable trust agreement created by me before or after the execution of this instrument, as to which trust I am, during my lifetime, primary income and principal beneficiary, any or all of my cash, property or interests in property, including any rights to receive income from any source; and for this purpose to enter and remove from any safe-deposit box of mine (whether the box is registered in my name alone or jointly with one

or more other persons) any of my cash or property and to execute such instruments, documents and papers to effect the transfers described herein as may be necessary, appropriate, incidental or convenient; to make such transfers absolutely in fee simple or for my lifetime only with the remainder or reversion (of the property so transferred) remaining in me so that such property will be disposed of at my death by my will or by the intestacy laws of the state in which I shall die a resident.

(k) Power to Withdraw. To withdraw and/or receive the income or corpus of any trust over which I may have a right of receipt or withdrawal; to request and receive the income or corpus of any trust with respect to which the trustee thereof has the discretionary power to make distributions to or on my behalf, and to execute and deliver to such trustee or trustees a receipt and release or similar document for the income or corpus so received; to exercise (in whole or in part), release or let lapse any power of appointment held by me, whether general or special, or any power of amendment or revocation under any trust (including any trust with respect to which I may exercise any such power only with the consent of another person, even if my agent is such person), whether or not such power of appointment was created by me, subject however, to any restrictions upon such exercise imposed upon my agent and set forth in other provisions of this instrument.

(l) Power to Disclaim. To renounce and disclaim any property or interest in property or powers to which for any reason and by any means I may become entitled, whether by gift, testate or intestate succession or trust distribution; to release or abandon any property or interest in property or powers which I may now or hereafter own, including any interests in or rights over trusts (including the right to alter, amend or revoke or terminate) and to exercise any right to claim an elective share in any estate or under any will. In exercise such discretion, my agent may take into account such matters as shall include but shall not be limited to any reduction in estate or inheritance taxes on my estate, and the effect of such renunciation or disclaimer upon persons interested in my estate and persons who would receive the renounced or disclaimed property; provided, however, that my agent shall make no disclaimer that is expressly prohibited by other provisions of this instrument.

(m) Government Benefits. Perform any act necessary or desirable (including acting as representative payee) in order for me or my spouse to qualify for and receive all types of government benefits, including Medicare, Medicaid, Social Security, veterans', and workers' compensation benefits. The power granted under this paragraph shall include the power to dispose of any property or interest in property by any means (including making gifts or establishing and funding trusts) and the power to name or change beneficiaries under insurance policies, pay-on-death arrangements, retirement plans and accounts, and any other assets, provided that any disposition or designation shall be consistent with my existing estate plan to the extent reasonably possible.

3. **INTERPRETATION:** This instrument shall be construed and interpreted as a general power of attorney. The enumeration of specific powers herein is not intended to, nor does it, limit or restrict the general powers herein granted to my agent.

4. **DISABILITY OF PRINCIPAL:** This General Power of Attorney shall not be affected by subsequent disability or incapacity of the principal.

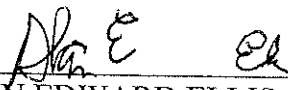
5. **SUCCESSOR AGENT:** In the event MARY KATHERINE O'NEILL fails to qualify or ceases to act as my agent, I appoint MARTIN SUITS to be my successor agent with the same powers and authority as herein set forth for my agent.

6. **THIRD PARTY RELIANCE:** Third parties may rely upon the representations of my agent as to all matters relating to any power granted to my agent, and no person who shall act in reliance upon the representations of my agent or the authority granted to my agent shall incur any liability to me or my estate as a result of permitting my agent to exercise any power.

7. **APPOINTMENT OF CONSERVATOR:** In the event it becomes necessary to have a conservator appointed over the assets of my estate, even though I have this power of attorney, I nominate the persons who are appointed as my agent under this power of attorney, in the priority that they have been appointed in this power of attorney to serve as my agent or successor agent, to be my conservator. If I am not permitted by law to so nominate and appoint my conservator, then I request in the strongest possible terms that any court of competent jurisdiction which may receive and be asked to act upon a petition by any person to appoint a guardian, conservator or similar representative for me give the greatest possible weight to this request.

8. **GOVERNING LAW:** This General Power of Attorney is executed and delivered in the State of Idaho and the laws of the State of Idaho shall govern all questions as to the validity of this power and as to the construction of its provisions.

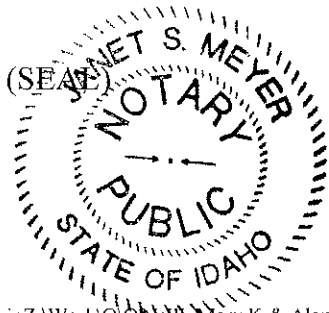
IN WITNESS WHEREOF, I have executed this General Power of Attorney  
this 14 day of July, 2004.

  
\_\_\_\_\_  
ALAN EDWARD ELLIS  
Principal

STATE OF IDAHO )  
: SS.  
County of Adams )

On this 14 day of July, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared ALAN EDWARD ELLIS, known to me or identified to me to be the person whose name is subscribed to the within General Power of Attorney and acknowledged to me that he executed the 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.



Janet S. Meyer  
Notary Public for Idaho  
Commission expires: 11/13/04

jpZ:\Work\O\O'Neill, Mary K & Alan Ellis\Alan GPOA.doc

COPY

Jean R. Uranga  
URANGA & URANGA  
714 North 5th Street  
P.O. Box 1678  
Boise, Idaho 83701  
Telephone: (208) 342-8931  
Facsimile: (208) 384-5686  
Idaho State Bar No. 1763

2001-6 (M) 8:27

IS

SAIL DEST  
CLERK OF THE COURT

Attorneys for Plaintiff

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF ELMORE

|                  |   |                         |
|------------------|---|-------------------------|
| JUDITH T. ELLIS, | ) |                         |
|                  | ) | Case No. CV DR 01-00044 |
| Plaintiff,       | ) |                         |
|                  | ) |                         |
| -VS-             | ) | DECREE OF DIVORCE AND   |
|                  | ) | CONSENT JUDGMENT        |
| ALAN E. ELLIS,   | ) |                         |
|                  | ) |                         |
| Defendant.       | ) |                         |
| _____            | ) |                         |

THIS CAUSE Came before the above-entitled Court at the Courthouse in Mountain Home, County of Elmore, State of Idaho, with the parties having stipulated in writing to entry of the Judgment. This Court having considered the stipulation of the parties and the other pleadings, papers and records on file herein, and the parties having waived Findings of Fact and Conclusions of Law, this Court finds the facts sufficient to sustain the allegations of Plaintiff's Complaint and to entitle the parties to a Decree of Divorce. NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. The bonds of matrimony now and heretofore existing between the parties are dissolved and terminated and Plaintiff is awarded a judgment of divorce of and from Defendant upon the grounds of irreconcilable differences.

2. Defendant shall pay to wife, for the care, maintenance and support of wife, the sum of \$2000 per month for twenty-four (24) months, to be discussed annually. Upon entry of this Decree, Defendant shall pay Plaintiff \$4,000 and monthly payments of \$2,000 each will be made on a flexible schedule, but within each calendar month, starting in July 2001. The initial \$2,000 will serve to moderate the irregularities in Defendant's pay schedule and amount of pay. At the expiration of twenty-four months, Plaintiff will return \$2,000 to Defendant. Payments to Plaintiff shall be taxable to Plaintiff as ordinary income and shall be deductible by Defendant.

3. Defendant shall be awarded all right, title and interest in and to the farm located on Ogle Lane, Indian Valley, Adams County, Idaho, including the water rights, and Defendant shall have ninety (90) days to refinance or assume the mortgage and remove Plaintiff from any liability on the mortgage.

4. The parties are awarded, as their sole and separate property, the following property:

To Plaintiff:

The entire \$300,000 provided to Plaintiff by Defendant during late December 2000 and previously held in trust pursuant to the January 12, 2001 Agreement.

1996 Subaru

All other items of community property as mutually agreed to by the parties

To Defendant:

1997 Ford truck

Massey 235 tractor and chains, with the loader and blade, subject to Plaintiff's right to use of said equipment during the winter for snow removal at her house

1989 Ford farm truck and the horse trailer, subject to Plaintiff's right to use the farm truck and horse trailer for occasional hauling of large items

All other items of community property as mutually agreed to by the parties

5. Each party shall pay the following debts, be liable for the same, and hold the other party harmless for the same:

To Plaintiff:

Any debt owing on any property awarded to Plaintiff after entry of the Divorce Decree

To Defendant:

Any tax liability related to all the securities in Defendant's name for all tax periods through the present

Any debt owing on any property awarded to Defendant after entry of the Divorce Decree

6. Plaintiff is awarded, as her sole and separate property, any and all inheritance from Plaintiff's mother's estate.

DATED This 5th day of June, 2001.

161 DAVID C. EPIS

HONORABLE DAVID EPIS  
Magistrate Judge

## QUITCLAIM DEED

For Value Received, **JUDITH T. ELLIS**, formerly a married woman, now unmarried  
does hereby convey, release, remise and forever quitclaim unto

**ALAN E. ELLIS**, as his sole and separate property,

whose current address is: P. O. Box 1, Indian Valley, ID 83632

the following described premises, to-wit:

**Township 14 North, Range 1 West, Boise Meridian, Adams County, Idaho**

**Section 4: SW1/4NW1/4 and the NW1/4SW1/4**

**Section 5: Lot 1, the SE1/4NE1/4 and the N1/2SE1/4**

together with their appurtenances.

Dated: April 6, 2004

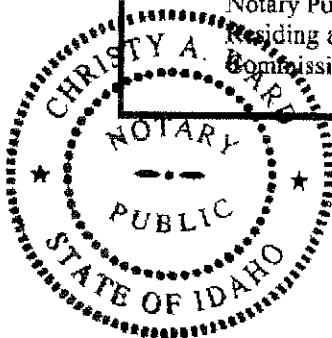
*Judith T. Ellis*  
**JUDITH T. ELLIS**

\*\*\*\*\*

STATE OF IDAHO            )  
                                  )ss  
COUNTY OF Adams        )

On this 6<sup>th</sup> day of April 2004,  
before me, a Notary Public in and for said State,  
personally appeared **JUDITH T. ELLIS**  
known or identified to me to be the person whose  
name is subscribed to the within instrument and  
acknowledged to me that she executed the same.

*Christy A. Ward*  
Notary Public for Idaho  
Residing at *Indian Valley*  
Commission Expires: *9-17-04*



**Instrument # 105761**

COUNCIL, ADAMS, IDAHO

2004-04-06

03:15:37 No. of Pages: 1

Recorded for: TIMBERLINE TITLE & ESCROW

MICHAEL FISK

Fee: 3.00

Ex-Officio Recorder Deputy

Index to: DEED

*Michael Fisk*

10/85

# WARRANTY DEED

For Value Received RONALD L. BANGERTER and CAROL G. BANGERTER, as trustees of the RONALD L. BANGERTER FAMILY TRUST, and EDMOND RAY and GLORIA S. RAY, husband and wife,

the grantor S, do hereby grant, bargain, sell and convey unto ALAN E. ELLIS and JUDITH T. ELLIS, husband and wife, whose address is P. O. Box 5, Indian Valley, Idaho 83632,

the grantees S, the following described premises, located in Adams County, State of Idaho, to-wit:

Lands in the County of Adams, State of Idaho:

In Township 14 North, Range 1 West of the Boise Meridian:

In Section 5: Lot 1 (NE $\frac{1}{4}$ NE $\frac{1}{4}$ ), SE $\frac{1}{4}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ .

Together with all water and water rights, ditches and ditch rights, tenements and hereditaments, appurtenances and fixtures, and permits and licenses belonging thereto or in anywise appertaining.

SUBJECT TO that certain Real Estate Purchase Agreement and Mortgage recorded March 10, 1982, in Book 24M of Mortgages, on page 91, as Instrument No. 63681, records of Adams County, Idaho, which the grantees are assuming and agreeing to pay.

RESERVING UNTO THE GRANTORS, their heirs, successors and assigns, an easement more particularly described upon EXHIBIT "A", which exhibit is attached hereto and incorporated herein by reference as if set out in full.

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 the y are the owner S in fee simple of said premises; that they are free from all incumbrances excepting reservations, easements, incumbrances, restrictions and rights of way appearing of record and/or existing,

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

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Dated: October 1, 1985

STATE OF ~~IDAHO~~ COUNTY OF ~~ADAMS~~

On this 15<sup>th</sup> day of ~~October~~, 1985, before me, a notary public in and for said State, personally appeared EDMOND RAY and GLORIA S. RAY, husband and wife,

known to me to be the person S whose name S are subscribed to the within instrument, and acknowledged to me that they executed the same.

*Clare Matthias*

Notary Public

Residing at *Davis County*  
Comm. Expires

*Idaho*  
*Utah*

STATE OF IDAHO, COUNTY OF ADAMS

I hereby certify that this instrument was filed for record at the request of Adams County Abstract

at 30 minutes past 1 o'clock p.m., this 25th day of October, 1985, in my office, and duly recorded in Book 39M of Deeds at page 030.

Michael Fisk

Ex-Officio Recorder

By

Fees \$4.00  
Mail to:

Deputy.

INSTRUMENT NO.

71203

STATE OF Utah )  
County of Garfield ) SS:

On this, the 4th day of October, 1985, before me,  
CLARE MATHIAS, a Notary Public in and for said State,  
personally appeared RONALD L. BANGERTER and CAROL G. BANGERTER, known  
or identified to me to be the persons whose names are subscribed  
to the foregoing instrument as trustees of the RONALD L. BANGERTER  
FAMILY TRUST, and acknowledged to me that they executed the same as  
said trustees of the RONALD L. BANGERTER FAMILY TRUST.

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

Clare Mathias  
Notary Public for said State  
Residing at: Garfield County  
My Commission Expires:

EXHIBIT "A"

A full-use easement and right-of-way sixty (60) feet in width, which shall traverse the above-described premises in a westerly direction as closely as possible to the southern boundary of the above-described premises, exiting the premises via the west line thereof as near as possible to the southwest corner. This easement and right-of-way so reserved shall be appurtenant unto a parcel adjacent to the above-described premises and retained by Grantors, which retained premises are in Adams County, Idaho, and more particularly described as follows:

In Sec. 5: All that part of the SW $\frac{1}{4}$  lying northwest of the existing boundary fence running diagonally in a southwest direction from the northeast corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 5 towards the southwest corner of the NW $\frac{1}{4}$  of Section 8 of said Township and Range.

In Sec. 6: The SE $\frac{1}{4}$ SE $\frac{1}{4}$ .

In Sec. 8: All that portion of the NW $\frac{1}{4}$ NW $\frac{1}{4}$  and NE $\frac{1}{4}$ NW $\frac{1}{4}$  lying northwest of the above-described boundary fence.

WARRANTY DEED

For value received, DONALD N. PEARSONS and ELAINE C. PEARSONS, husband and wife, the Grantors, do hereby grant, bargain, sell and convey unto ALAN E. ELLIS and JUDITH T. ELLIS, husband and wife, the Grantees, whose address is Box 130, Big Oak Flat, California, the following described premises in Adams County, Idaho, to wit:

See attached Exhibit A.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant with and to the Grantees that they, the Grantors, are the owners in fee simple of said premises subject to the above mentioned Mortgage; that the said premises are free from all encumbrances, save and excepting only that above mentioned Mortgage, and that they will warrant and defend the same from all lawful claims whatsoever.

DATED this 30 day of December, 1981.

Donald N. Parsons  
DONALD N. PEARSONS

Elaine C. Parsons  
ELAINE C. PEARSONS

STATE OF IDAHO )  
                  ) ss.  
County of Adams )

On this 30 day of December, 1981, before me, a Notary Public for said State, personally appeared DONALD N. PEARSONS and ELAINE C. PEARSONS, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



Ronald D. Deew  
Notary Public for Idaho  
Residing at Council, Idaho

EXHIBIT A

The SW $\frac{1}{4}$ NW $\frac{1}{4}$  and NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 4, Township 14 North, Range 1 West of the Boise Meridian.

TOGETHER WITH twenty-five (25) shares in the Little Weiser Irrigation District, together with all water and water rights, ditch and ditch rights, and other rights associated therewith.

SUBJECT TO:

1. Liens, levies and assessments of the Little Weiser Irrigation District.
2. Levies and assessments of the Enlarged Flood Control District No. 3 of the State of Idaho.
3. That certain power line easement granted by Harriet Hutchison to Idaho Power Company by virtue of that certain instrument filed in the office of the County Recorder of Adams County, Idaho, on July 30, 1947, and recorded in Book 4M of Miscellaneous at page 507 thereof.
4. That certain easement and right-of-way granted by M. L. Dix and Doris C. Dix, husband and wife, to Flood Control District No. 3 of the State of Idaho, in that certain instrument filed in the office of the County Recorder of Adams County, Idaho, on the 12th day of July, 1965, and recorded in Book 26 of Deeds at page 608 thereof as Instrument No. 44415 of the records of said County.
5. Any and all rights, interests, or easements in favor of the public existing over all such portions of the above described property as lay within the high water marks of the Little Weiser River.

RESERVING UNTO the Grantors, their heirs, successors, and assigns a full use easement and right-of-way 60 feet in width which shall traverse the above described premises as follows:

The said easement and right-of-way enters the premises via a presently existing road near the southeast corner thereof, then continues in a northerly direction on and over said existing road; then leaves the existing road and heads northwesterly passing to the south and west of the large milk barn on the premises; then continues in a westerly direction as closely as possible to the southern boundary of the above described premises, exiting the premises via the west line thereof at a point as near as possible to the southwest corner.

This easement and right-of-way so reserved shall be appurtenant unto a parcel of land adjacent to the above described premises and retained by Grantors, which retained premises are in Adams County, Idaho, and more particularly described as follows:

In Section 5: Lot 1; the SE $\frac{1}{4}$ NE $\frac{1}{4}$ ; the N $\frac{1}{4}$ SE $\frac{1}{4}$  and all that part of the SW $\frac{1}{4}$  lying northwest of the existing boundary fence running diagonally in a southwest direction from the northeast corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 5 towards the southwest corner of the NW $\frac{1}{4}$  of Section 8 of said Township and Range.

In Section 6: The SE $\frac{1}{4}$ SE $\frac{1}{4}$ .

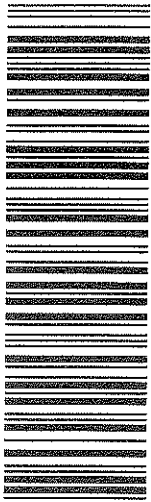
In Section 8: All that portion of the NW $\frac{1}{4}$ NW $\frac{1}{4}$  and NE $\frac{1}{4}$ NW $\frac{1}{4}$  lying northwest of the above described boundary fence.

THE RESERVATION OF THIS EASEMENT unto Grantors shall be deemed to extinguish any right to use or maintain any presently existing easement or right-of-way, whether the same be deeded or not, for the purpose of granting access through the said SW $\frac{1}{4}$ NW $\frac{1}{4}$  and NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 4 in said Township and Range, to such portions of the above described property being retained by Sellers/Grantors as are immediately north of the property passing unto Buyers/Grantees. Specifically, Sellers/Grantors shall have no right of access over any of the said SW $\frac{1}{4}$ NW $\frac{1}{4}$  and NW $\frac{1}{4}$ SW $\frac{1}{4}$  as is adjacent to the Little Weiser River.

SUBJECT TO that certain Mortgage dated the 14 day of *January*, 1982, wherein Donald N. and Elaine C. Pearsons appear as Mortgagors and Ainsworth Margaret Frazzell and Garrett Knight appear as Mortgagees, which Mortgage was filed in the office of the County Recorder of Adams County, Idaho, on the 10th day of *March*, 1982, and recorded in Book 24M of Mortgages at page 91 thereof as Instrument No. 63481 of the records of said county.

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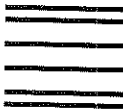
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**BUSINESS REPLY MAIL**

FIRST-CLASS MAIL PERMIT NO. 1148 BOISE ID

POSTAGE WILL BE PAID BY ADDRESSEE

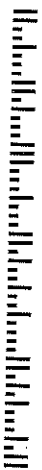
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Athn: C. Saxton



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Charles Chennault