

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, 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 Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
	<u>29-00419</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) are 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)

Scott R Hatley
3417 W. Arimo Rd

4. New Owner/Claimant(s)

Arimo ID 83214
Name Connector (Check one): [] and, [] or, [] and/or

New Mailing Address

~~13589 S. Thacker~~ ~~Arimo, ID 83214~~ Sheldon and Cheryl Hatley

City, State and ZIP Code

13589 S. Thacker Arimo, ID 83214

New Telephone Number

208, 254-9168

5. Date you acquired the property

Jan. 20th 1993.

RECEIVED

NOV 26 2002

Department of Water Resources
Eastern Region

Allen,

Here is the information you requested. I hope everything is here. If there is anything missing or if we can help in any other matter, please call anytime.

Thank you for all your help

Sheldon Hartley

254-9168 Sheldon
241-0410 cell #

254-3438 Jack
Cell # 241-1233

RECEIVED

OCT 29 2002

Department of Water Resources
Eastern Region

**LAST WILL
OF
JACK M. HATLEY**

Randall C. Budge
Racine, Olson, Nye, Cooper & Budge, Chartered
P.O. Box 1391; 201 E. Center
Pocatello, Idaho 83204-1391

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LAST WILL AND TESTAMENT

OF

JACK M. HATLEY

Introductory Clause. I, JACK M. HATLEY, a resident of and domiciled in the County of Bannock and State of Idaho, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all Wills and Codicils at any time heretofore made by me.

I am married to RHONDA L. HATLEY.

I have four living children: SCOTT R. HATLEY, born February 20, 1955; SHELDON B. HATLEY, born May 6, 1958; STARLA HATLEY SMITH, born December 15, 1962; and SHARALEA HATLEY PEWTRESS, born June 3, 1969.

ARTICLE I

Direction to Pay Debts. I direct that all my legally enforceable debts, secured and unsecured, be paid as soon as practicable after my death. If at the time of my death any of the real property herein devised is subject to any mortgage, I direct that the devisee taking such mortgaged property shall take it subject to such mortgage and that the devisee shall not be entitled to have the obligation secured thereby paid out of my general estate.

ARTICLE II

I direct that:

(1) **Direction to Pay All Taxes from Residuary Estate.** Except as provided in (2) herein, all estate, inheritance, succession, death or similar taxes (except generation-skipping transfer taxes) assessed with respect to my estate herein disposed of, or any part thereof, or on any bequest or devise contained in this my Last Will (which term wherever used herein shall include any Codicil hereto), be paid out of my residuary estate and shall not be charged to or against any recipient, beneficiary, transferee or owner of any such property or interests in property included in my estate for such tax purposes.

(2) **Apportion Taxes on Nonprobate Property.** All such taxes in respect to any property or interests in property included in my gross estate under Sections 2035, 2036, 2037, 2038,

2039, 2040, 2041, 2042, and 2044 of the Internal Revenue Code shall be charged against and paid by the recipient or beneficiary of such property or interest in property or from the property or interest in the property, provided, however: (a) there shall be no apportionment against any donee or recipient of any such property or interest in property which is a qualified charity under Section 2055 and the property or interest in property was allowed in my federal estate tax proceedings as a charitable deduction; (b) there shall be no apportionment against my surviving wife, if she is a donee or recipient of any such property or interest in property and the property or interest in property was allowed in my federal estate tax proceedings as a marital deduction under I.R.C. Section 2056. The amount of the tax to be charged against such donee or recipient shall be determined by multiplying a fraction (the numerator of which shall be the federal estate tax value of the property to be apportioned as finally determined in my federal estate tax proceedings and the denominator of which shall be the total value of my taxable estate for such federal estate tax purposes) times the net amount of such taxes payable by my estate after the application of all credits against such taxes.

ARTICLE III

General Bequest of Personal and Household Effects With a Mandatory Memorandum.

I give and bequeath all my personal and household effects of every kind including but not limited to furniture, appliances, furnishings, pictures, silverware, china, glass, books, jewelry, wearing apparel, boats, automobiles, and other vehicles, and all policies of fire, burglary, property damage, and other insurance on or in connection with the use of this property, as follows:

(1) I may leave written memoranda disposing of certain items of my tangible personal property. Any such item of tangible personal property shall pass according to the terms of such memoranda in existence at the time of my death. If no such written memoranda is found or identified by my Personal Representative within ninety (90) days after my Personal Representative's qualification, it shall be conclusively presumed that there is no such memoranda and any subsequently discovered memoranda shall be ineffective. Any property given and devised to a beneficiary who is not living at the time of my death and for whom no effective alternate provision has been made shall pass according to the provisions of the following paragraph, and not pursuant to any anti-lapse statute.

(2) In default of such memoranda, or to the extent such memoranda do not completely or effectively dispose of such property, I give and bequeath the rest of my personal and household effects of every kind to my wife, RHONDA L. HATLEY, if she shall survive me. If my wife shall not survive me, I give and bequeath all this property to my children surviving me, in approximately equal shares; provided, however, the issue of a deceased child surviving me shall take per stirpes the share their parent would have taken had he or she survived me. If my issue do not agree to the division of the property among themselves, my Personal Representative shall make such division among them, the decision of my Personal Representative to be in all respects binding upon my issue. If any beneficiary hereunder is a minor, my Personal Representative may distribute such minor's share to such minor or for such minor's use to any person with whom such minor is residing or who

has the care or control of such minor without further responsibility and the receipt of the person to whom it is distributed shall be a complete discharge of my Personal Representative.

ARTICLE IV

Gift to Surviving Spouse. If my wife, RHONDA L. HATLEY, survives me I give, devise and bequeath to her all the rest, residue and remainder of my property of every kind and description. If she fails to survive me, I give my residuary estate in the manner described below.

ARTICLE V

Specific Devise of Real Property. I give and devise to SHELDON B. HATLEY, if he shall survive me, any and all real property, together with all improvements thereon, together with all farm machinery, equipment, vehicles, tools, crops and the like, it being the testator's intent that he receive the entire farm and all farm related assets.. If he shall not survive me, then I give and bequeath said property to the issue of SHELDON B. HATLEY, to be distributed per stirpes. If this property at the time of my death is subject to any mortgage, then this devise shall be subject thereto and the devisee shall not be entitled to have the obligation secured by such mortgage paid out of my general estate.

ARTICLE VI

Outright Gift of Residuary. I give, devise and bequeath all the rest, residue and remainder of my property of every kind and description (including lapsed legacies and devises) wherever situate and whether acquired before or after the execution of this Will, to To SCOTT R. Hatley, STARLA HATLEY SMITH and SHARLEA HATLEY PEWTRESS, in equal shares; if living, and if deceased to their surviving issues to be distributed per stirpes.

ARTICLE VII

Naming the Personal Representative, Personal Representative Succession, Personal Representative's Fees and Other Matters. The provisions for naming the Personal Representative, Personal Representative succession, Personal Representative's fees and other matters are set forth below:

(1) **Naming an Individual Personal Representative.** I hereby nominate, constitute, and appoint as Personal Representative of this my Last Will and Testament RHONDA L. HATLEY and direct that she shall serve without bond.

(2) **Naming Individual Successor or Substitute Personal Representative.** If my individual Personal Representative should fail to qualify as Personal Representative hereunder, or for any reason should cease to act in such capacity, the successor or substitute Personal Representative who shall also serve without bond shall be the next person willing to serve from the list below in the order named:

SHELDON B. HATLEY
SCOTT R. HATLEY
STARLA HATLEY SMITH
SHARALEA HATLEY PEWTRESS

(3) **Fee Schedule for Individual Personal Representative.** For its services as Personal Representative, the individual Personal Representative shall receive reasonable compensation for the services rendered and reimbursement for reasonable expenses.

(4) **Personal Representative Voting Rights.** If there is more than one Personal Representative serving, then the vote of the Personal Representatives for any action hereunder must be by unanimous vote of the Personal Representatives.

ARTICLE VIII

Definition of Personal Representative. Whenever the word "Personal Representative" or any modifying or substituted pronoun therefor is used in this my Will, such words and respective pronouns shall include both the singular and the plural, the masculine, feminine and neuter gender thereof, and shall apply equally to the Personal Representative named herein and to any successor or substitute Personal Representative acting hereunder, and such successor or substitute Personal Representative shall possess all the rights, powers and duties, authority and responsibility conferred upon the Personal Representative originally named herein.

ARTICLE IX

Powers for Personal Representative. By way of illustration and not of limitation and in addition to any inherent, implied or statutory powers granted to Personal Representatives generally, my Personal Representative is specifically authorized and empowered with respect to any property, real or personal, at any time held under any provision of this my Will: to allot, allocate between principal and income, assign, borrow, buy, care for, collect, compromise claims, contract with respect to, continue any business of mine, convey, convert, deal with, dispose of, enter into, exchange, hold, improve, incorporate any business of mine, invest, lease, manage, mortgage, grant and exercise options with respect to, take possession of, pledge, receive, release, repair, sell, sue for, to make distributions or divisions in cash or in kind or partly in each without regard to the income tax basis of such asset, and in general, to exercise all the powers in the management of my Estate which any individual could exercise in the management of similar property owned in his or her own right, upon such terms and conditions as to my Personal Representative may seem best, and to execute and deliver any and all instruments and to do all acts which my Personal Representative may deem proper or necessary to carry out the purposes of this my Will, without being limited in any way by the specific grants of power made, and without the necessity of a court order.

ARTICLE X

Provision for Personal Representative to Act as Trustee for Beneficiary Under Age Twenty-One. If any share or property hereunder becomes distributable to a beneficiary who has not attained the age of Twenty-one (21) years or if any real property shall be devised to a person who has not attained the age of Twenty-one (21) years at the date of my death, then such share or property shall immediately vest in the beneficiary, but notwithstanding the provisions herein, my Personal Representative acting as Trustee shall retain possession of the share or property in trust for the beneficiary until the beneficiary attains the age of Twenty-one (21), using so much of the net income and principal of the share or property as my Personal Representative deems necessary to provide for the medical care, education, support and maintenance in reasonable comfort of the beneficiary, taking into consideration to the extent my Personal Representative deems advisable any other income or resources of the beneficiary or his or her parents known to my Personal Representative. Any income not so paid or applied shall be accumulated and added to principal. The beneficiary's share or property shall be paid over, distributed and conveyed to the beneficiary upon attaining age Twenty-one (21), or if he or she shall sooner die, to his or her personal representatives. Whenever my Personal Representative determines it appropriate to pay any money for the benefit of a beneficiary for whom a trust is created hereunder, then the amounts shall be paid out by my Personal Representative in such of the following ways as my Personal Representative deems best: (1) directly to the beneficiary; (2) to the legally appointed guardian of the beneficiary; (3) to some relative or friend for the care, support and education of the beneficiary; (4) by my Personal Representative using such amounts directly for the beneficiary's care, support and education; (5) to a custodian for the beneficiary under the Uniform Gifts or Transfers to Minors Act. My Personal Representative as trustee shall have with respect to each share or property so retained all the powers and discretions conferred upon it as Personal Representative.

ARTICLE XI

Discretion Granted to Personal Representative in Reference to Tax Matters. My Personal Representative as the fiduciary of my estate shall have the discretion, but shall not be required when allocating receipts of my estate between income and principal, to make adjustments in the rights of any beneficiaries, or among the principal and income accounts to compensate for the consequences of any tax decision or election, or of any investment or administrative decision, that my Personal Representative believes has had the effect, directly or indirectly, of preferring one beneficiary or group of beneficiaries over others; provided, however, my Personal Representative shall not exercise its discretion in a manner which would cause the loss or reduction of the marital deduction as may be herein provided. In determining the state or federal estate and income tax liabilities of my estate, my Personal Representative shall have discretion to select the valuation date and to determine whether any or all of the allowable administration expenses in my estate shall be used as state or federal estate tax deductions or as state or federal income tax deductions and shall have the discretion to file a joint income tax return with my wife.

ARTICLE XII

Definition of Children. For purposes of this Will, "children" means the lawful blood descendants in the first degree of the parent designated; and "issue" and "descendants" mean the lawful blood descendants in any degree of the ancestor designated; provided, however, that if a person has been adopted, that person shall be considered a child of such adopting parent and such adopted child and his or her issue shall be considered as issue of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or either of the adopting parents. The terms "child," "children," "issue," "descendant" and "descendants" or those terms preceded by the terms "living" or "then living" shall include the lawful blood descendant in the first degree of the parent designated even though such descendant is born after the death of such parent.

The term "per stirpes" as used herein has the identical meaning as the term "taking by representation" as defined in the Idaho Probate Code.

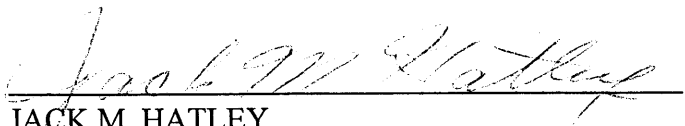
ARTICLE XIII

Statement by Testator of Intent Not to Exercise Power of Appointment. I hereby refrain from exercising any power of appointment that I may have at the time of my death.

ARTICLE XIV

Simultaneous Death Provision Presuming Beneficiary Predeceases. If any beneficiary and I should die under such circumstances as would make it doubtful whether the beneficiary or I died first, then it shall be conclusively presumed for the purposes of this Will that the beneficiary predeceased me.

Testimonium, Attestation and Self-Proving Affidavit. I, JACK M. HATLEY, the Testator, sign my name to this instrument this 23 day of MARCH, 1998, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my last will and that I sign it willingly (or willingly direct another to sign for me), that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.


JACK M. HATLEY

We, Ronna R. Dueling and GLEN C. WRIGHT, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the Testatrix signs and executes this instrument as his last will and that he signs it willingly (or willingly directs another to sign for him), and that each of us, in the presence and hearing of the Testatrix, and in the presence of each other, hereby signs this will as witness to the Testatrix's signing, and that to the best of our knowledge the Testatrix is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Ronna R. Dueling
Witness

492 University St.
Address

Pocatello, ID 83201

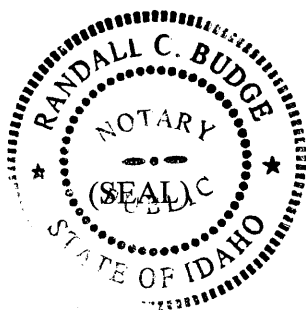
Glen C. Wright
Witness

6191 INDIAN TREE LANE
Address

POCATELLO, IDAHO 83204

STATE OF IDAHO)
: ss
County of Bannock)

Subscribed, sworn to, and acknowledged before me by RHONDA L. HATLEY, the Testatrix, and subscribed and sworn to before me by Ronna R. Dueling and Glen C. Wright, witnesses, this 23rd day of MARCH, 1998.
9



Randall C. Budge
NOTARY PUBLIC FOR IDAHO,
Residing at Pocatello
My Commission Expires: 10/11/2000

4-1

ASSIGNMENT AND ASSUMPTION OF NOTE AND DEED OF TRUST
AND NOVATION

SA. CAJH
72 JANUARY, 1993

THIS AGREEMENT, made and entered into this 20 day of ~~August~~, 1992, by
and between Scott R. Hatley, a married man dealing with his sole and separate property,
hereinafter referred to as Assignor, and Sheldon Hatley and Cheryl Hatley, husband and
wife, hereinafter referred to as Assignee.

FOR VALUABLE CONSIDERATION, the receipt whereof is hereby
acknowledged, Assignor does hereby sell, transfer, set over, and assign unto Assignee, all
of Assignor's right, title and interest in and to that certain Note and Deed of Trust dated
October 18, 1990, in the original amount of \$50,000 executed by Scott R. Hatley, a
married man dealing with his sole and separate property, in favor of the Francis Lee
Humphrey and Norma Lee Humphrey Living Trust, which said Note and Deed of Trust
is now held in escrow at Pioneer Title Company of Bannock County, Pocatello, Idaho, as
Escrow 839, and which Deed of Trust is recorded as Instrument No. 90013653 in the
records of Bannock County, Idaho.

Assignor fully authorizes and empowers the Assignee, on performance of the
terms of the Note and Deed of Trust, to demand and receive of the escrow holder
holding the same, all documents held by said escrow holder necessary to clear title to
Assignee, in the same manner to all intents and purposes as the Assignor might or could
do, were these presents not executed, and for such purpose Assignor does make,
constitute and appoint Assignee with full power of substitution, as the true lawful
attorney-in-fact of Assignor, irrevocable, with full power and authority to have, use, and
take all lawful ways and means for the enforcement of all of the covenants, terms and
condition of the Note and Deed of Trust, in Assignor's name or otherwise.

4-2

ST CH. N.H.

95022183

JANUARY 20, 1993

This agreement shall be effective as of ~~September 1, 1992~~. From and after said effective date, Assignee does hereby assume and agree to pay, perform, and discharge, promptly when the same should be done, all of the remaining duties and obligations of the Assignor under the Note and Deed of Trust hereby assigned. Assignor warrants that as of said effective date, the unpaid principal, interest and costs due under the Note and Deed of Trust is Forty ^{TWO}~~Eight~~ Thousand ^{FOUR}~~Nine~~ Hundred ^{SIXTY-THREE}~~Sixteen~~ Dollars and ⁷⁵~~59~~/100 (^{42,463.75}~~48,916.59~~) _{CH. SH} _{CH. SH} _{CH. SH} _{-Total CH. SH}

This assignment shall be considered a part of and attached to that certain Note described herein as if it were made a part thereof. This agreement shall inure to the benefit of, and be binding upon, the heirs, personal representatives, successors and assigns of all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

ASSIGNOR:

Scott R. Hatley
 Scott R. Hatley, a married man dealing
 with his sole and separate property

ASSIGNEE:

Sheldon Hatley
 Sheldon Hatley
Cheryl Hatley
 Cheryl Hatley

43

93022183

NOVATION

The undersigned, Norma Lee Humphrey, trustee of the Frances Lee Humphrey and Norma Lee Humphrey Living Trust, does herewith consent to the foregoing assignment by Scott R. Hatley to Sheldon Hatley and Cheryl Hatley, husband and wife and the undersigned, for valuable consideration, does release SCott R. Hatley from any and all further obligation under the foregoing promissory note and deed of trust and agrees to the substitution in full of Sheldon Hatley and Cheryl Hatley in his place.

DATED this 20 day of JANUARY, 1993
~~August, 1992~~
 CH. 7/18/94 SH

X Norma Lee Humphrey
 Norma Lee Humphrey, Trustee of
 the Francis Lee Humphrey and Norma
 Lee Humphrey Living Trust

STATE OF IDAHO)
 :SS
 County of Bannock)

On this 15th day of DEC, 1993¹⁹⁹², before me, the undersigned Notary Public, in and for said State, personally appeared Scott R. Hatley, a married man, dealing with his sole and separate property, known to me to be the person whose name is subscribed to the within instrument 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 first written above.

Sheldon C. Wright
 NOTARY PUBLIC - STATE OF IDAHO
 Commission Expires: 7-18-94

(seal)

NOTARY SEAL

4-4

93022183

STATE OF IDAHO)
:SS
County of Bannock)

On this 18th day of DEC, ^{1993 CH. 718A SH} ~~1992~~, before me, the undersigned Notary Public, in and for said State, personally appeared Sheldon Hatley and Cheryl Hatley, husband and wife, 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 day and year first written above.


NOTARY PUBLIC - STATE OF IDAHO
Commission Expires: 7-18-94

(seal)

UTAH
STATE OF ~~IDAHO~~)
:SS
County of Bannock)

NOTARY SEAL

On this 20 day of December, ^{1993 CH. 718A SH} ~~1992~~, before me, the undersigned Notary Public, in and for said State, personally appeared Norma Lee Humphrey, known or identified to me to be the person whose name is subscribed to the within instrument as trustee of the Francis Lee Humphrey and Norma Lee Humphrey Living Trust, and acknowledged to me that she executed the same as such trustee of the Francis Lee Humphrey and Norma Lee Humphrey Living Trust.

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

93022183
NO. _____
RECORDED AT REQUEST OF
Cheryl Hatley
'93 DEC 29 P12:48


NOTARY PUBLIC - STATE OF ~~IDAHO~~ ^{UTAH}
Commission Expires: 2/10/97


SHAUNTE SERRON
NOTARY PUBLIC - STATE OF UTAH
1510 N. STATE STREET
OREM, UT 84057
COMM. EXP. 2-10-97

(seal)

OFFICIAL RECORD BOOK # 604
BANNOCK COUNTY IDAHO
LARRY W. GHAN RECORDER
FEE 2.00 DEPUTY AS

1990

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEES IN TRUST, WITH POWER OF SALE, that property in the County of BANNOCK, State of Idaho, described as follows, and containing not more than twenty acres:

Beginning at the Northwest corner of the NE1/4 of the SE1/4 of said Section; thence East along the centerline of said Section a distance of 760 feet to the true point of beginning; thence continuing East along said centerline a distance of 560 feet to the Northeast corner of the NE1/4 of the SE1/4 of said Section; thence South along the East line of said Section a distance of 975 feet; thence West a distance of 130 feet; thence North a distance of 305 feet; thence West a distance of 430 feet; thence North a distance of 670 feet to the true point of beginning.

It is important to note that the above results are based on the assumption that the distribution of the data is normal. If the data are not normally distributed, the results may be biased. Therefore, it is important to check the normality of the data before using the above results.

1152

2-2

90013653

Notice of sale having been given as then required by law, and not less than ten days in advance, the undersigned, Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either at a public or private sale, or at public auction, to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser a deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

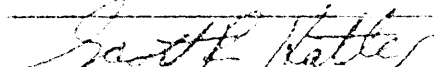
After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and taxes payable, the proceeds of sale shall be applied to the payment of all sums expended under this instrument, and then repaid, with interest thereon at eight per cent per annum, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

7. This deed covenants to insure to the benefit of, and binds all parties hereto, their heirs, executors, devisees, administrators, assignors, assigns, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, or if the note has been pledged, the pledgee thereof, or his assigns, whenever the note text so requires, the masculine gender includes the feminine and conjunctive, and the singular number includes the plural.

8. Trustee shall be obliged to notify any party herein or pending sale under any other Deed of Trust or of any action or proceeding brought by any Beneficiary or Trustee shall be a party unless brought by Trustee.

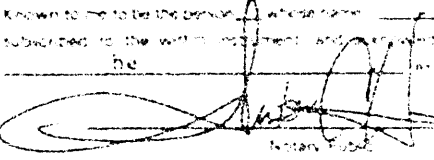
9. In the event of dissolution or resignation of the Trustee, the Beneficiary may request the trustee or trustees to give preliminary notice of sale, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein is situated, and upon the conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale be mailed to the Beneficiary at his address herein before set forth.


Scott R. Hatley

STATE OF IDAHO, COUNTY OF BANNOCK
On this 23 day of OCTOBER, 1990
before me, a Notary Public in and for said State, personally appearing

Scott R. Hatley,
Notary Seal

Known to me to be the person whose name is
subscribed to the within instrument, and who is at least 18
years of age, and is not under any legal disability,
he has acknowledged the same.

Notary Public
Residing at Pocatello Idaho
Commission Expires 5/15/96

90013653

NO
RECORDS
PIONEER TITLE

90 OCT 23 P4:21

90 OCT 23 5:31
BANK OF AMERICA
Pocatello, Idaho

TRUST
OF SALE

TITLE

IN

Company
k County

IN

S. LEE HUMPHREY
S. LEE HUMPHREY
ST

AND

K. LEE HUMPHREY

19 90

Company

F

County

S. LEE HUMPHREY
233 9005

To J. H. Curtis, three-eighths of second foot of water to date from the 1st day of May, 1894, and three-eighths second foot of water to date from the 1st day of May, 1901, and one second foot of water to date from the 1st day of May, 1904, to be used on the East half of the N.E. 1/4 of Sec. 7, Township 10 South of Range 36 E.B.M.;

To A.M. Curtis, three-eighths second foot of water to date from the 1st day of May, 1894 and three-eighths second foot of water to date from the 1st day of May 1901, and one second foot of water to date from the 1st day of May, 1904, to be used on the West half of the E.E. 1/4 Sec. 7, Township 10 South of Range 36 E.B.M.;

To Nannie B. Rollison, three-fourths second foot of water to date from the 1st day of May, 1887 and one second foot of water to date from the 1st day of May, 1904 to be used on the S.E. 1/4 and the North half of the S.W. 1/4 and the S.E. 1/4 of the N.W. 1/4 of Sec. 4, Township 10 South of Range 36 E.B.M.;

29-419 To William P. Burton, ~~three-fourths~~ second foot of water to date from the 1st day of May, 1895 and one second foot of water to date from the 1st day of May, 1904, to be used on the North half of the S.E. 1/4 and the East half of the S.W. 1/4 of Sec. 8, Township 10 South of Range 36, E.B.M.;

To John B. Chedgzy, three-fourths second foot of water to date from the 1st day of May, 1891 and one second foot of water to date from the 1st day of May, 1904 to be used on the N.E. 1/4 of Sec. 9, Township 10, South of Range 36 E.B.M.;

To William H. Allen, three-fourths second foot of water to date from the 1st day of May 1903 and one second foot of water to date from the 1st day of May, 1904, to be used on the S.E. 1/4 of the S.E. 1/4 of Sec. 31, and the S.W. 1/4 of the S.W. 1/4 Sec. 32 in Township 9 South of Range 36 E.B.M.;

To Laura T. Toler, three-eighths second foot of water to date from the 1st day of May, 1895 and one-half second foot of water to date from the 1st day of May, 1904, to be used on the North half of the S.W. 1/4 of Sec. 9, Township 10 South of Range 36 E.B.M.;

To E.R. Kendall, three-sixteenths second foot of water to date from the 1st day of May, 1895, and one-fourth second foot of water to date from the 1st day of May, 1904, to be used on the S.E. 1/4 of the S.E. 1/4 of Sec. 9, Township 10, South of Range 36 E.B.M.;

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George J. Allen, et al.
Defendants.

This cause came regularly on for trial on this the 15th day of September, 1906, the same being a day of the regular term of the above entitled court, before the court, a jury being expressly waived Messrs. Standrod & Terrell appearing as attorneys for the plaintiff and Messrs. Gray & Boyd appearing as attorneys for the defendants.

And it appearing to the court that all of the defendants have been regularly served with summons, and that the plaintiff and all of the defendants have appeared herein and have signed and filed stipulations in writing of the facts involved in said controversy, settling adjusting and compromising all of their respective rights in and to the use of the waters of Garden Creek, a tributary of Marsh Creek in Bannock County, State of Idaho.

And it being agreed in open court by counsel for respective parties that said stipulations shall be treated as the Court's findings of fact and made a part of the judgment roll and that all other findings of fact and conclusions of law are hereby waived; and it appearing from said stipulations of fact and from evidence taken at said hearing that all of the rights of the parties to said action are defined and established and should be decreed; and the court being fully advised in the premises;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that the plaintiff, Garden Creek Irrigation Company, a corporation, is and at all times since the 26th day of January, 1885 has been, a corporation duly organized and existing under the laws of the Territory and State of Idaho, created, organized and existing for the purpose of taking, diverting, appropriating and acquiring the right to the use of the waters of Garden Creek, then in Oneida County, Territory of Idaho, now in Bannock County, State of Idaho, to be used by the stockholders of said corporation their heirs, personal representatives and assigns for the irrigation of their respective lands and for domestic and stock purposes, in the proportion to the capital stock of said corporation, held by them respectively.

That in the year 1877, about the month of June, the plaintiff and its grantors and predecessors in interest diverted and appropriated of

the waters of said Garden Creek and its tributaries, for the benefit of its stockholders and their heirs, personal representatives and assigns, for the irrigation of their respective lands and for domestic and stock purposes thereon, four cubic feet per second of time of the waters then flowing and to flow in said stream and its tributaries and at said time, did, by means of dams and ditches of sufficient size and capacity then and at all times thereafter, divert and appropriate of the waters of said stream said four cubic feet per second of time, and the plaintiff is now entitled to the prior and exclusive use at all times of four cubic feet per second of time of the waters of said Garden Creek, to be diverted from said stream at the two certain diverting points and through the two certain canal systems as they now exist, now owned by the plaintiff, in such quantity and amount as the plaintiff deems advisable, so that the total amount so diverted through said two canal systems does not exceed the said four cubic feet per second of time, said right to date from the month of June, 1877, and is prior in time and superior in right to the rights of all of the defendants in this action, and to the rights of all and every of the persons signing said stipulations, or any of them, the same being the first right to the use of the waters of said stream to the amount of four cubic feet per second of time.

And the remaining waters of said stream are decreed as follows, to-wit:

★ To George J. Allen, three-fourths second foot of water to date from the 1st day of May, 1896, and one second foot of water to date from the 1st day of May, 1904, to be used upon the N.E.1/4 of the N.E.1/4 of Sec. 5; also the West half of the N.W.1/4 of Sec. 5, Township 10 South of Range 36 E. B. M.

All of the above described lands being in Bannock County, State of Idaho.

It is further adjudged and decreed that the plaintiff and any of its stockholders, and any or all of said defendants, who are adjudged to be entitled to the use of any of the waters of said stream or any of its tributaries, thereto or may pool or unite the waters so decreed to them and use the same jointly or alternately or in rotation, or in such other manner as will secure the greatest benefits and most economical use of said water, so that the waters so united or pooled do not exceed the amount decreed to the parties entering into such arrangement.

It is further ordered, adjudged and decreed that each of the parties to this action, their and each of their servants, agents, employees or others acting in aid or assistance of them, or any of them be, and they are hereby forever enjoined and restrained in any-wise using the water herein decreed, or molesting or interfering with such use, or the works provided for the diversion or carrying of said waters, except as herein provided.

Done in open court this 15th day of October, 1906.

Alfred Budge,

District Judge.

Recorded in Book "2" of Judgments, at page 292 of the Records of Bannock County, State of Idaho.