

Law Offices of
BAKER & HARRIS

Dwight E. Baker
Jared M. Harris *

* Also Admitted in Utah

199 W. BRIDGE STREET
PO BOX 577
BLACKFOOT, ID 83221
Telephone (208) 785-2310
Facsimile (208) 785-6749
E-Mail — mbmlaw@srv.net

December 17, 2001

Mr. and Mrs. LaVerelle Stecklein
757 W Riverton Road
Blackfoot, ID 83221

Elmer Stecklein
223 NW Main
Blackfoot, ID 83221

Re: Amelia Jones Estate

Gentlemen and Mrs. Stecklein:

You will find enclosed the following:

1. Buy/Sell Agreement
2. Owners Policy Order No. 3020001955-L, Policy No. 13 0041 106 00001730
3. Warranty Deed, Glen Kirkpatrick to Ellis C. Trust and LaVerelle Stecklein and Deanna Stecklein, husband wife, recorded November 13, 2001, Instrument No. 505920, records of Bingham County, Idaho.
4. Warranty Deed, Gladys K. Taylor to Ellis C. Trust and LaVerelle Stecklein and Deanna Stecklein, husband wife, recorded November 13, 2001, Instrument No. 505919, records of Bingham County, Idaho.
5. Warranty Deed, Gene Kirkpatrick to Ellis C. Trust and LaVerelle Stecklein and Deanna Stecklein, husband wife, recorded November 13, 2001, Instrument No. 505918, records of Bingham County, Idaho.
6. Warranty Deed, Lowell Kirkpatrick to Ellis C. Trust and LaVerelle Stecklein and Deanna Stecklein, husband wife, recorded November 13, 2001, Instrument No. 505917, records of Bingham County, Idaho.
7. Warranty Deed, Charles Kirkpatrick to Ellis C. Trust and LaVerelle Stecklein and Deanna Stecklein, husband wife, recorded November 13, 2001, Instrument No. 505916, records of Bingham County, Idaho.
8. To Elmer - Miners Ditch Company, Inc. Stock Certificate No. 297 issued to Ellis C. *Elmer*
311
Trust for 25 shares
9. To- LaVerelle - Miners Ditch Company, Inc. Stock Certificate No. 297 issued to LaVerelle and Deanna Stecklein for 37 shares



December 17, 2001

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Thank you for the opportunity of being of assistance to you.

Very truly yours,

BAKER & HARRIS

A handwritten signature in cursive script, appearing to read "Dwight E. Baker".

Dwight E. Baker

DEB/lb

Enclosures

BUY/SELL AGREEMENT

1. PARTIES:

THIS AGREEMENT, made and entered into this 8 day of November, 2001, by and between Lowell Kirkpatrick, Charles Kirkpatrick, Gladys K. Taylor, Gene Kirkpatrick, and Glen Kirkpatrick hereinafter referred to as Vendors, and the Ellis C. Trust, Elmer Stecklein, Trustee, and LaVerelle Stecklein and Deanna Stecklein, husband and wife, hereinafter referred to as Purchasers.

WITNESSETH:

That the said Vendors, in consideration of the covenants and agreements on the part of the said Purchasers, hereinafter contained, agree to sell and convey unto the said Purchasers, and the Purchasers agree to buy certain real property particularly described as follows, to-wit:

2. PROPERTY DESCRIPTION:

All of Lot 3 and the West 10.20 acres of Lot 2 in Section 9, Township 3 South, Range 35 E.B.M., Bingham County, Idaho

EXCEPTING THEREFROM: any portion of Lot 2 lying within Wagon Wheel Estates.

ALSO EXCEPT: Part of Section 9 Township 3 South, Range 35 E.B.M., Bingham County Idaho described as:

Beginning at a point that is North 89°35'15" W 1324.04 feet along the Section line from the N¼ corner of said Section 9 and running thence S 00°41'37" W 466.69 feet; thence S 89°35'15" E 466.69 feet; thence N 00°41'37" E 466.69 feet; thence N 89°35'15" W 466.69 feet to the point of beginning.

AND

Part of Section 9, Township 3 South, Range 35 E.B.M., Bingham County, Idaho described as:

Beginning at a point that is North 89°35'15" W 1324.04 feet along the Section line and S 00°41'37" W 466.69 feet from the N¼ corner of said Section 9 and running thence S 00°41'37" E 466.60 feet; thence N 89°35'15" W 466.69 feet to the point of beginning.

Together with 62 shares of the Miner's Ditch.

3. FIXTURES OR PERSONAL PROPERTY:

None.



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Together with 62 shares of the Miner's Ditch.

3. FIXTURES OR PERSONAL PROPERTY:

None.

4. PURCHASE PRICE:

Purchasers agree to purchase said property for the sum of Two Hundred Thousand (\$200,000) Dollars in lawful money of the United States; and the Purchaser, in consideration of the premises, agree to pay to the Vendor the said sum of \$200,000, together with \$250 representing Purchasers' share of the closing costs.

5. CLOSING:

The parties acknowledge that the closing shall be performed by the execution, delivery, and recording as appropriate of the following documents:

- a. Warranty Deed from each Vendor to Purchasers for the real property described above.
- b. Statement of Settlement.

The parties acknowledge that to the extent that the above identified documents satisfy the obligations set forth in this agreement, this agreement will become merged in the above documents. This agreement will otherwise remain in full force and effect.

6. POSSESSION DATE:

The Vendors promise and agree to surrender possession of said property at closing to the Purchasers. The Vendors acknowledge that there are contents in the home situate on the property subject to this agreement which are the subject of a restraining order in the administration of the Estate of Mary Louise Dechant, Bingham County Case No. SP-01-527. The Purchasers acknowledge that they are aware of the restraining order, and understand that possession of the home cannot be given until such time as a resolution is reached between the heirs of Mary Louise Dechant with respect to said personal property, after which time the heirs shall have two weeks to remove the personal property items from the home. Any property remaining after said two week period shall become the property of the Purchasers.

7. NO WARRANTY EXCEPT AS TO TITLE:

The Purchasers declare that they are buying the property "as is" and on their own examination and judgment and not through any representation made to them by the Vendors, or any agent for the Vendors, as to its location, value, future value, income therefrom or its production. This paragraph shall not apply to warranty of title.

8. TITLE AND TITLE INSURANCE:

The property herein agreed to be sold shall be conveyed free and clear of all encumbrances, easements, restrictions, taxes, except covenants, restrictions, and easements of record, and taxes not due or delinquent.

At the closing, the Vendors shall execute and deliver to the Purchaser Warranty Deeds in recordable form conveying marketable title to the premises free and clear of all liens and encumbrances except:

- a. Reservation of any minerals or mineral rights to the State of Idaho, if any.
- b. Reservations, restrictions, covenants and easements, of record.
- c. Facts which would be disclosed by a comprehensive survey of the premises.
- d. Objections to the title waived by buyer pursuant to this agreement.
- e. Real estate taxes not then due or delinquent.

9. The Vendors shall, at Vendors' expense, provide the Purchasers with a standard form of owners' policy of title insurance, ensuring the Purchasers that the Vendors have fee simple title to the above-described premises. Such policy shall be in the amount of the purchase price, and shall be a standard form purchaser's policy of title insurance.

10. PRORATION OF TAXES AND WATER ASSESSMENTS:

The Vendors agree to pay all real estate taxes and assessments levied upon said premises up to closing. All taxes and assessments thereafter shall be paid by the Purchasers.

The taxes will only be an estimate, and the parties to this agreement affirm and agree that no person has guaranteed the accuracy of the estimated taxes. The parties agree that in the event the Vendor have received an excess credit, based on the actual tax assessed on the property, upon demand, with adequate proof thereof, Vendor agrees to reimburse Purchasers within ten (10) days of such receipt.

The Vendors agree to pay all water assessments for the year 2001; all water assessments thereafter shall be paid by the Purchasers.

11. PREPARATION OF DOCUMENTS:

The parties acknowledge that this contract and deed were prepared by the attorney for the Vendors, and the Purchasers acknowledge that they have the right to have the documents reviewed by an attorney of their choosing, should they elect do so.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year in this agreement first above written.

VENDORS:

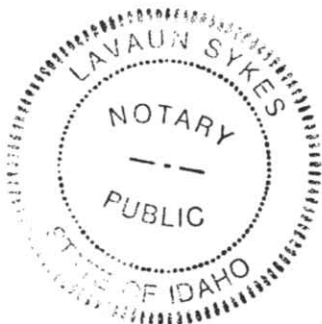
Lowell Kirkpatrick
Lowell Kirkpatrick

STATE OF IDAHO)

: ss.
County of Bingham

On this 15th day of October, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Lowell Kirkpatrick, 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 by official seal, the day and year first above written.



Lavaun Sykes
Notary Public
Residing at: Blackfoot
My Commission Expires: 5-17-02

Charles Kirkpatrick
Charles Kirkpatrick

^{WA}
STATE OF ~~IDAHO~~)

: ss.

County of Walla Walla

On this 17 day of October, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Charles Kirkpatrick, 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 by official seal, the day and year first above written.

W. James Carr
Notary Public
Residing at: College Place
My Commission Expires: 10-8-02
10-8-02

Gladys K. Taylor
Gladys K. Taylor

By: Vonda T. Hammer
Vonda T. Hammer, Agent for Gladys K. Taylor

STATE OF UTAH)

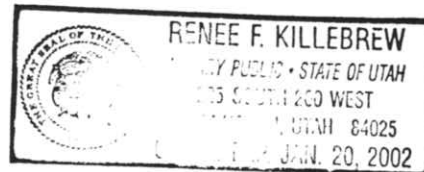
: ss.

County of Davis)

On this 16 day of October, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Vonda T. Hammer, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Gladys K. Taylor, and acknowledged to me that she subscribed the name of Gladys K. Taylor thereto as principal, and her own name as attorney in fact.

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

Renee F. Killebrew
Notary Public
Residing at: Horizon CU
My Commission Expires: 1-20-02



Gene Kirkpatrick
Gene Kirkpatrick

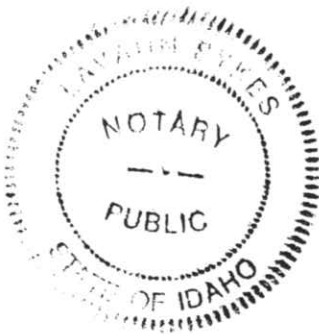
STATE OF IDAHO)

: ss.

County of Bingham

On this 15th day of October, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Gene Kirkpatrick, 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 by official seal, the day and year first above written.



Lelaun Lyles
Notary Public
Residing at: Blackfoot
My Commission Expires: 5-17-02

Glen Kirkpatrick
Glen Kirkpatrick

STATE OF IDAHO)

: ss.

County of Canyon

On this 16 day of October, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Glen Kirkpatrick, 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 by official seal, the day and year first above written.

Jill Sykes
Notary Public
Residing at: Caldwell
My Commission Expires: 10-10-01



PURCHASERS:

Ellis C. Trust

By: Elmer Stecklein, Trustee
Elmer Stecklein, Trustee

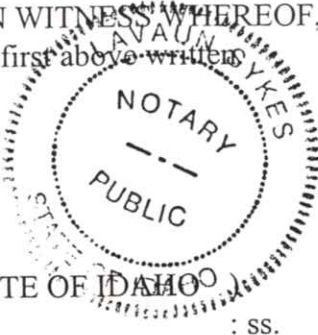
LaVerelle Stecklein
LaVerelle Stecklein

Deanna Stecklein
Deanna Stecklein

STATE OF IDAHO)
: ss.
County of Bingham)

On this ____ day of November, 2001, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Elmer Stecklein, 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 his capacity as Trustee of the Ellis C. Trust.

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



LaVaun Sykes
Notary Public for Idaho
Residing at: Blackfoot
My Commission Expires: 5-17-02

STATE OF IDAHO)
: ss.
County of Bingham)

On this ____ day of November, 2001, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared LaVerelle Stecklein and Deanna Stecklein, 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 by official seal, the day and year first above written.



LaVaun Sykes
Notary Public for Idaho
Residing at: Blackfoot
5-17-02

505916

WARRANTY DEED

For Value Received, Charles Kirkpatrick, an individual, the GRANTOR, does hereby grant, bargain, sell, and convey unto the Ellis C. Trust, Elmer Stecklein Trustee, and LaVerelle Stecklein and Deanna Stecklein, husband and wife, of 757 West Riverton Road, Blackfoot, Idaho 83221, the GRANTEES, the following-described premises, to-wit:

All of Lot 3 and the West 10.20 acres of Lot 2 in Section 9, Township 3 South, Range 35 E.B.M., Bingham County, Idaho
EXCEPTING THEREFROM: any portion of Lot 2 lying within Wagon Wheel Estates.

ALSO EXCEPT: Part of Section 9 Township 3 South, Range 35 E.B.M., Bingham County Idaho described as: Beginning at a point that is North 89°35'15" W 1324.04 feet along the Section line from the N¼ corner of said Section 9 and running thence S 00°41'37" W 466.69 feet; thence S 89°35'15" E 466.69 feet; thence N 00°41'37" E 466.69 feet; thence N 89°35'15" W 466.69 feet to the point of beginning.

AND

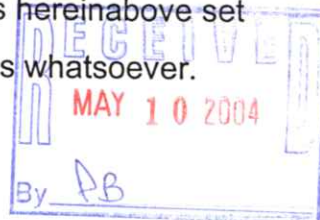
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Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Subject to all existing rights-of-ways for public highways, protective covenants, utility lines, existing roadways, irrigation ditches and all building, zoning and other restrictions of use and all encumbrances of record.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said GRANTEES, their heirs and assigns forever. And the said GRANTOR does hereby covenant to and with the said GRANTEES, that he is a owner in fee simple of said premises; that said premises are free from all encumbrances except as hereinabove set forth and that he will warrant and defend the same from all lawful claims whatsoever.



RECORDED AT THE REQUEST OF

2001 NOV 13 AM 9:48

FEE *LaVerelle* DEP *C*

BINGHAM CO. RECORDER
BLACKFOOT, IDAHO

DATED this 15th day of October, 2001.

Charles Kirkpatrick
Charles Kirkpatrick

STATE OF ~~IDAHO~~ ^{WA}
: ss.
County of Walla
Waller

On this 15 day of October, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Charles Kirkpatrick, 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 by official seal, the day and year first above written.



Veronica Davis
Notary Public
Residing at: College Place
My Commission Expires: 10-8-02

505916

24

INCORPORATED UNDER THE LAWS OF

THE STATE OF IDAHO

311

Shares 25

MINERS DITCH COMPANY, Inc.

CAPITAL STOCK \$12,000.00

THIS CERTIFIES THAT Elmer Steepstein is the owner of Twenty five Shares of the Capital Stock of MINERS DITCH COMPANY, Inc.

transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and to be sealed with the Seal of the Corporation

this 2 day of February 1904

Ernest Hamilton Secretary

John H. Lee President

MINERS DITCH COMPANY, INC. CORPORATE SEAL STATE OF IDAHO

SHARES \$10.00 EACH

© GOES 53





INCORPORATED UNDER THE LAWS OF

THE STATE OF IDAHO

Shares 25

MINERS DITCH COMPANY, Inc.

CAPITAL STOCK \$12,000.00

THIS CERTIFIES THAT *Ellis C. Frost - Elmer Stockum - Trustee* is the owner of *Twenty-five* Shares of the Capital Stock of

MINERS DITCH COMPANY, Inc.

transferable only on the books of the Corporation by the holder hereof in person or by attorney upon surrender of this Certificate properly endorsed.

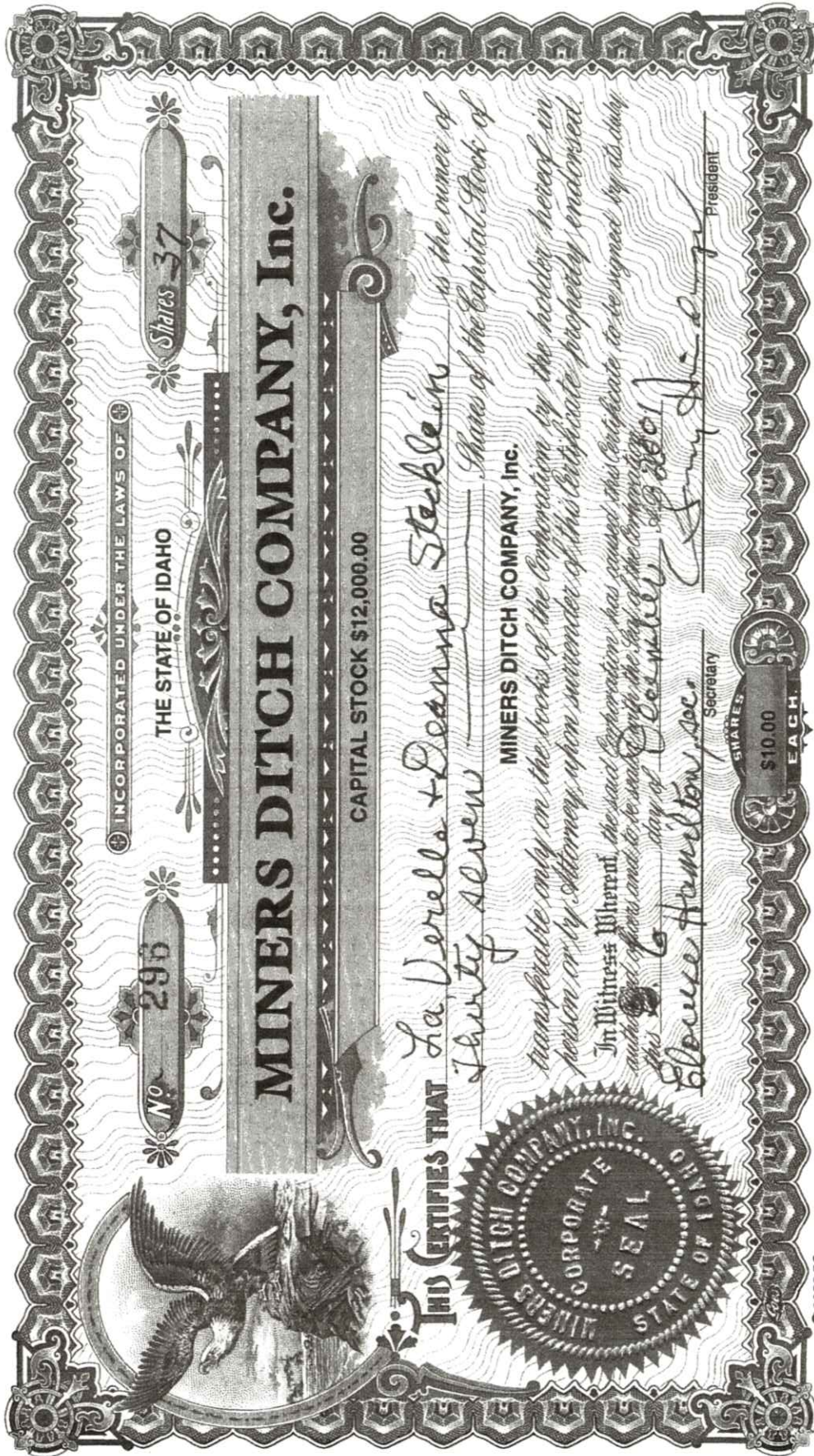
In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and to be sealed with the Seal of the Corporation on this *10th* day of *December*, *1901*

Louise H. Frost Secretary

J. H. Frost President



SHARES \$10.00 EACH



INCORPORATED UNDER THE LAWS OF

THE STATE OF IDAHO

No. 295

Shares 37

MINERS DITCH COMPANY, Inc.

CAPITAL STOCK \$12,000.00

THIS CERTIFIES THAT La Verella Deanna Stocklein is the owner of Thirty seven Shares of the Capital Stock of MINERS DITCH COMPANY, Inc.

transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and to be sealed with the Seal of the Corporation on this 26th day of December, 1901



Blanche Hamilton, Sec. Secretary

Samuel A. Long President

SHARES \$10.00 EACH