

November 21, 2005

REX OSTBERG
PAMELA OSTBERG
PO BOX 12
CHESTER ID 83421

RE: NOTICE(S) OF CHANGE OF WATER RIGHT OWNERSHIP
NOTICE(S) OF CLAIM TO A WATER RIGHT 21-60C

Dear Claimant:

The request for Change of Water Right Ownership concerning the above-referenced Notice(s) of Claim has been processed and the Department's records updated to reflect you as the new claimant.

The enclosed report shows this change along with listing the elements of the water right being claimed. Please review this report and contact this office if there are corrections or questions.

Respectfully yours,

Katy Jackson
Office Specialist 1

Enclosure

No. 9296

This Indenture, made the 30th day of September in the year of our Lord one thousand nine hundred and five between Charles F. Thompson his wife Sarah A. Thompson

of the County of Fremont State of Idaho the parties of the first part, and the Yellowstone Cacti Railroad Company a corporation

of the County of _____ and State of _____ the party of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Fifty (50) DOLLARS,

lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby these presents GRANT, BARGAIN, SELL and CONVEY and CONFIRM unto the said party of the second part, and to its successors heirs and assigns forever, all that certain lot, piece or parcel of land situate, lying and being in the County of Fremont, and State of Idaho, and bounded and described as follows, to-wit:

A strip of land one hundred feet in width of which the center line is the center of the railroad line of said party of the second part where the same no longer located and stakes over and across lot No. Twelve (12) or the West half of the Southwest quarter of the Northeast quarter of Section No. Twenty (19) Township No. Eight (8) North Range No. Forty-two (42) East of the Boise Mer.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the rents, issues and profits thereto:

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident, unto the said party of the second part, and to its successors heirs and assigns forever. And the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said party of the second part, and their heirs, and against all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will warrant, any, and by these presents forever defend.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

J. P. Coats

Charles F. Thompson (SEAL)

Sarah A. Thompson (SEAL)

(SEAL)

(SEAL)

STATE OF IDAHO,

County of Fremont ss.

I do hereby certify that on this 30th day of September in the

year 1905 before me A. H. Hale a Notary Public in and for said

county and state, personally appeared Charles F. Thompson

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same; and I do hereby certify that: on this 30th day of September in the year 1905 before me

the officer above described personally appeared

Sarah A. Thompson wife of the above named Charles F. Thompson

known to me to be the person whose name is subscribed to the within instrument, described as a married woman; and upon an examination without the hearing of her husband, I made her acquainted with the contents of the instrument, and thereupon she acknowledged to me that she executed the same and that she does not wish to retract such execution.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at

the date and year in this certificate first above written.

Alma H. Hale

(SEAL)

Notary Public

My commission expires

Filed for record at the request of M. A. Axtell
14th day of October A. D. 1905

at 30 minutes past 2 o'clock P. M., this

Victor Hegsted

County Recorder.

By Deputy.

[illegible]

of the County of Pennsylv and State of Idaho the part 4 of the second part,
WITNESSETH: That the said parcel of the first part, for and in consideration of the sum of
Twenty-four hundred & no/100 DOLLARS,

Late Twelve (12) Five (5) and Thirteen (13),
 Section Nineteen (19) Township Eight, North
 of Range Forty-two East of the Boise Meridian,
 in Fremont County, Idaho, containing 77.43
 acres (less Oregon Short Line Railroad right of way
 and Four shares Fall River Irrigation Co. water stock.
 This deed is subject to a first mortgage of Twelve
 hundred dollars, which is assumed by party of the second part.
 H. L. ... and cancelled.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year the same, shall and will warrant and by these presents forever detain.

first above written.

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

Deputy

Sam A. Frede
Recorder.

State of Idaho
Department of Public Works.RIGHT OF WAY DEED
State Highway

KNOW ALL MEN BY THESE PRESENTS, That Earl J. Potter and Margaret H. Potter, his wife, of _____, County of Fremont, State of Idaho, for and on account of the certain benefits accruing, and of other valuable considerations, and the sum of one-----Dollars (\$1.00) to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the State of Idaho as and for a right of way for a public highway, the following described parcel of land situated in Fremont County, in the State of Idaho, to-wit:

A strip of land lying situate between the Northwesterly boundary line of the Oregon Short Line Railroad right of way and a line parallel with and 40 feet distant Northwesterly from the following described survey line across Lot 12 of Section 19, Township 8 North, Range 42 East, Boise Meridian.

Beginning at Station 334+90 of the Yellowstone Park (F.A.P. 115-A) Highway Survey, which station is approximately 2170 feet South and 445 feet East from the North Quarter corner of Section 19, Township 8 N., Range 42, E. B. M.; thence running $76^{\circ} 12'$ W. 356.6 feet to Station 338+46.6 of said survey, which station is a point of curvature; thence 103.4 feet with $2^{\circ} 00'$ curve Left, said curve having a central angle of $16^{\circ} 22'$ to Station 339+50, which station is a point on curve and is approximately 2280 feet South from the North Quarter corner of Section 19, T. 8 N., R. 42 E. B. M., as shown on the official plats of said highway survey on file in the office of the Department of Public Works of the State of Idaho, and containing approximately 0.92 acres.

TO HAVE AND TO HOLD, the same unto the State of Idaho for the purpose of a public highway forever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 18th day of November 1930.

Executed in Presence of:

H. G. Harris

Earl J. Potter (Seal)

Margaret J. Potter (Seal)

STATE OF IDAHO,)
 : ss.
County of Fremont.)

On this 18th day of November, in the year 1930, before me, H. G. Harris, a Notary Public in and for said county, personally appeared Earl J. Potter and Margaret H. Potter known to me to be the persons whose names are subscribed to the foregoing 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 in this certificate first above written.

SEAL

H. G. Harris
Notary Public in and for the State of Idaho
Residing at St. Anthony, Idaho.

Filed for record at the request of Fremont County at 4 o'clock P. M., November 18, 1930.

Wm. D. Hollist, Recorder.

RIGHT OF WAY DEED
State HighwayState of Idaho
Department of Public Works

KNOW ALL MEN BY THESE PRESENTS, That Earl H. Potter, and Margaret Potter, his wife of _____, County of Fremont, State of Idaho, for and on account of the certain benefits to them accruing, and of other valuable considerations, and the sum of one-----Dollars (\$1.00), to them in hand paid, the receipt whereof is hereby acknowledged, have, granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the State of Idaho, as and for a right of way for a public highway, the following described parcel of land situated in Fremont County, in the State of Idaho, to-wit:

A strip of land lying situate between the northwesterly boundary line of the Oregon Short Line Railroad right of way, and a line parallel with and 40 feet distant northwesterly from the following described survey line across lot 11 and the northeast quarter of the southwest quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 19, Township 8 N., Range 42 E., Boise Meridian.

Beginning at Station 339+50 of the Yellowstone Park (F.A.P. 115-A) Highway Survey, which station is a point on curve approximately 2280 feet south from the North Quarter corner of Section 19, Township 8 N., Range 42 E. B. M.; thence 714.9 feet with 2°00' curve left, said curve having a central angle of 16°00' to Station 346+64.9, which station is a point on Tangent; thence South 59°50' West on tangent 773.1 feet to Station 354+38 which station is approximately 1050 feet East and 310 feet South from the West Quarter corner of Section 19, T. 8 N., R. 42 E. B. M.

New right of way required being approximately 3.24 acres above described.

TO HAVE AND TO HOLD, the same unto the State of Idaho for the purpose of a public highway forever.

IN WITNESS WHEREOF, we have hereunto set out hands and seals this 18th day of November 1930.

Executed in Presence of:

H. G. Harris

Earl H. Potter (Seal)

Margaret Potter (Seal)

STATE OF IDAHO,)
 : ss.
County of Fremont.)

On this 18th day of November, in the year 1930, before me, H. G. Harris, a Notary Public in and for said county, personally appeared Earl H. Potter and Margaret Potter known to me to be the persons whose names are subscribed to the foregoing 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 in this certificate first above written.

SEAL

H. G. Harris
Notary Public in and for the State of Idaho.
Residing at St. Anthony, Idaho.

Filed for record at the request of Fremont County at 4 o'clock P. M., November 18, 1930.

Wm. D. Hollist, Recorder.

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

OK
JC
11-21-05

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 Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
21-60C					

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)

Earl J Potter
P.O. Box 97, Chester, ID 83421

4. New Owner/Claimant(s)

Rex & Pamela Ostberg
Name Connector (Check one): ☒ and, ☐ or, ☐ and/or

New Mailing Address

Box 12

City, State and ZIP Code

Chester Id. 83421

New Telephone Number

(208) 624-3004

5. Date you acquired the property

March 15 - 2000

RECEIVED
OCT 24 2005
Department of Water Resources
Eastern Region

WARRANTY DEED

For Value Received **Dawna Mae Bowman, as her sole and separate property**

Hereinafter called the Grantor, hereby grants, bargains, sells & conveys to

Rex V. Ostberg and Pamela A. Ostberg, husband and wife

whose address is: **P.O. Box 12, Chester, ID 83421**

Hereinafter called the Grantee, the following described premises situated in **Fremont** County, Idaho, to-wit:

A tract of property lying in Fremont County, State of Idaho, in Section 19, Township 8 North, Range 42 E.B.M., and more particularly described as follows: Beginning at the SW corner of Section 19; thence N. 89°32'22" E. 1,683.55 feet; thence N. 2,455.41 feet to the centerline of the CURR Canal, point being the **POINT OF BEGINNING**; thence N. 08°54'15" W. 88.31 feet ✓ to a point on the Southerly right-of-way of the East Idaho Railroad; thence N. 88°34'55" E. 656.28 feet; thence S. 00°05'00" E. 418.38 feet to the centerline of the CURR Canal; thence following the centerline of the CURR Canal in a Northwesterly direction the following courses: N. 69°09'32" W. 210.00 feet; thence N. 63°03'30" W. 130.00 feet; thence N. 57°11'00" W. 120.00 feet; ✓ thence N. 59°04'00" W. 120.00 feet; thence N. 66°46'03" W. 138.30 feet to the **POINT OF BEGINNING**. **SUBJECT TO:** An easement 20 feet in width along the West edge of the above described property for ingress and egress.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: *12-29-99*

Dawna Mae Bowman
Dawna Mae Bowman

STATE OF IDAHO)
) ss
COUNTY OF Madison)

On This *29th* day of December, in the year 1999, before me, a Notary Public in and for said State, personally appeared Dawna Mae Bowman, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument, and acknowledged to me that he/she/they executed the same.

Jeannette Hill
Notary Public of Idaho
Residing at *Redding*
Commission Expires: *03/20/2001*

JEANNETTE HILL
STATE OF IDAHO
NOTARY---PUBLIC

Microfilm No. **461141**
29 Day *Dec* 19 *99*
At *15:52* O'clock *P*M
MICKIE FUNKE
FREMONT CO. RECORDER
Fee \$ *3-50* Deputy

Recorded At Request of
(E) Rex & Pam Ostberg

WARRANTY DEED RESERVING LIFE ESTATE

FOR VALUE RECEIVED, Verla Gwenn Ostberg, of P.O. Box 93, Chester, Idaho, 83421, the Grantor does hereby grant, bargain, sell, and convey unto Rex Verdus Ostberg and Pamela Ann Ostberg husband and wife, of P.O. Box 12, Chester, Idaho, 83421, the Grantees, and to their heirs and assigns, the following described premises, to-wit:

PARCEL I: GRAZING/WASTE LAND:

A tract of property lying in Fremont County, State of Idaho, in Section 19, Township 8 North, Range 42 East, Boise Meridian, and more particularly described as follows:

Beginning at the south quarter corner of Section 19; thence N 89 degrees 32'32" E. along the south line of said Section 642.61 feet; thence North 3017.520 feet to a point on the southerly right-of-way of the East Idaho Railroad, point being the POINT OF BEGINNING; thence along the right-of-way, right-of-way being on a curve to the right whose radius is 5679.58 feet and having a chord bearing of N 75 degrees 44'49" E. and a chord distance of 97.00 feet, 97.00 feet to the approximate high water line of the Falls River; thence in a southeasterly direction along the approximate high water line the following courses: S 67 degrees 00'00" E., 200.00 feet; thence N. 86 degrees 00'00" E., 400.00 feet; thence S. 63 degrees 00'00" E., 135.00 feet; thence S. 20 degrees 00'00" E., 240.00 feet; thence S. 44 degrees 00'00" E., 600.00 feet; thence S. 70 degrees 00'00" E., 500.00 feet; thence S. 86 degrees 18'09" E., 204.93 feet to a point which lies on the east line of Section 19; thence S. 00 degrees 41'21" E. along said section line 411.44 feet to the centerline of the CURR Canal; thence following the centerline of the CURR Canal in a northwesterly direction the following courses: N. 60 degrees 38'56" W, 345.43 feet; thence N. 82 degrees 00'00" W., 600.00 feet; thence N. 76 degrees 00'00" W., 200.00 feet; thence N., 64 degrees 00'00" W., 240.00 feet; thence leaving the centerline of said canal N. 47 degrees 38'52" W., 762.40 feet; thence N. 14 degrees 18'04" W., 434.06 feet to the POINT OF BEGINNING. Containing approximately 23.6 acres, more or less due to riparian boundaries.

PARCEL II: GRAZING LAND:

A tract of property lying in Fremont County, State of Idaho, in Section 19, Township 8 North, Range 42 East, Boise Meridian, and more particularly described as follows:

Beginning at the south quarter corner of Section 19; thence S., 89 degrees 32'22" W. along the south line of said Section 15.72 feet; thence North 2135.35 feet to the centerline of the CURR Canal, point being the POINT OF BEGINNING; thence N. 00

degrees 05'00" W., 418.38 feet; thence S. 88 degrees 34'55" W., 21.29 feet; thence N. 01 degrees 25'05" W., 262.02 feet to a point on the southerly right-of-way of the East Idaho Railroad; thence along the right-of-way right, right-of-way being on a curve to the right whose radius is 5679.58 feet and having a chord bearing of N 70 degrees 57'16" E. and a chord distance of 263.30 feet; thence S. 01 degrees 46'04" E., 347.13 feet; thence N. 88 degrees 57'47" E., 421.25 feet; thence N. 70 degrees 21'10" E., 120.06 feet; thence S. 47 degrees 38'52" E., 762.40 feet to the centerline of the CURR Canal; thence following the centerline of the CURR Canal in an westerly direction the following courses: N. 60 degrees 00'00" W., 102.28 feet; thence N. 72 degrees 00'00" W., 175.00 feet; thence N. 83 degrees 40'00" W., 70.00 feet; thence S. 86 degrees 00'00" W., 80.00 feet; thence S. 79 degrees 00'00" W., 600.00 feet; thence S. 86 degrees 10'00" W., 90.00 feet; thence N. 82 degrees 54'22" W., 93.94 feet; thence N. 72 degrees 23'00" W., 160.00 feet to the POINT OF BEGINNING. Containing approximately 11.94 acres. Together with 25 Miners inches of Curr Ditch water rights.

PARCEL III: HOME WITH GROUND:

Commencing at a point along the South boundary line of the Southeast quarter of the Northwest quarter, Section 19, Township 8 North, Range 42 East, Boise Meridian, where the North traveled edge of an existing road intersects the South boundary line of the Union Pacific-Oregon Shortline Railroad which is the true point of beginning, thence East 635 feet; thence North 267 feet to the South right-of-way line of the above described railroad, thence Southwesterly along said right-of-way line 706.5 feet more or less to the point of beginning. Subject to all roadways, easements, rights of way and reservations of record.

All of which is located in Fremont County, Idaho.

Subject to any and all easements or restrictions of record or of which there is notice.

Reserving and excepting therefrom, however, unto the Grantor, the full use, control, income, and possession of the property, and appurtenances in Parcel III only, for and during her natural life.

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 she is the owner in fee simple of said premise; that said premises are free from all encumbrances except as hereinabove set forth and that she will warrant and defend the same

from all lawful claims whatsoever.

DATED this 15 day of March, 2000.

Verla Gwenn Ostberg
VERLA GWENN OSTBERG

STATE OF IDAHO)
) ss.
COUNTY OF FREMONT)

On this 15 day of March, 2000, before me the undersigned, a Notary Public in and for the State of Idaho, personally appeared VERLA GWENN OSTBERG, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she 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.

(seal)



[Signature]
Notary Public
Residing at: 9 Anthony
My Commission expires: 9/23/03

462139
Microfilm No. 462139
At 15 Day Mar 20 00
At 15:40 O'clock P M
MICKIE FUNKE
FREMONT CO. RECORDER
Fee \$ 9 Deputy
Recorded at Request of Penny J. Stanford

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, Harlo E. Potter, Travis N. Potter and Dawna Mae Bowman, Grantors, hereby CONVEY, GRANT and QUITCLAIM TO Verla Ostberg whose current address is P.O. Box 93, Chester, Idaho 83421, Grantee, the following described tract(s) of land in Fremont County, Idaho, to-wit:

A tract of property lying in Fremont County, State of Idaho, in Section 19, Township 8 North, Range 42 East, Boise Meridian, and more particularly described as follows:

Beginning at the south quarter corner of Section 19; thence N 89°32'32" E along the south line of said Section 642.61 feet; thence North 3017.520 feet to a point on the southerly right-of-way of the East Idaho Railroad, point being the POINT OF BEGINNING; thence along the right-of-way, right-of-way being on a curve to the right whose radius is 5679.58 feet and having a chord bearing of N 75°44'49" E and a chord distance of 97.00 feet, 97.00 feet to the approximate high water line of the Falls River; thence in a southeasterly direction along the approximate high water line the following courses: S 67°00'00" E, 200.00 feet; thence N 86°00'00" E, 400.00 feet; thence S 63°00'00" E, 135.00 feet; thence S 20°00'00" E, 240.00 feet; thence S 44°00'00" E, 600.00 feet; thence S 70°00'00" E, 500.00 feet; thence S 86°18'09" E, 204.93 feet to a point which lies on the east line of Section 19; thence S 00°41'21" E along said Section line 411.44 feet to the centerline of the CURR Canal; thence following the centerline of the CURR Canal in a northwesterly direction the following courses: N 60°38'56" W, 345.43 feet; thence N 82°00'00" W, 600.00 feet; thence N 76°00'00" W, 200.00 feet; thence N 64°00'00" W, 240.00 feet; thence leaving the centerline of said canal N 47°38'52" W, 762.40 feet; thence N 14°18'04" W, 434.06 feet to the POINT OF BEGINNING. Containing approximately 23.6 acres, more or less due to riparian boundaries.

Together with 25 Miners inches of Curr Ditch water rights.

A tract of property lying in Fremont County, State of Idaho, in Section 19, Township 8 North, Range 42 East, Boise Meridian, and more particularly described as follows:

Beginning at the south quarter corner of Section 19; thence S 89°32'22" W along the south line of said Section 15.72 feet; thence North 2135.35 feet to the centerline of the CURR Canal, point being the POINT OF BEGINNING; thence N 00°05'00" W, 418.38 feet; thence S 88°34'55" W, 21.29 feet; thence N 01°25'05" W, 262.02 feet to a point on the southerly right-of-way of the East Idaho Railroad; thence along the right-of-way right, right-of-way being on a curve to the right whose radius is 5679.58 feet and having a chord bearing of N 70°57'16" E and a chord distance of 263.30 feet; thence S 01°46'04" E, 347.13 feet; thence N 88°57'47" E, 421.25 feet; thence N 70°21'10" E, 120.06 feet; thence S 47°38'52" E, 762.40 feet to the centerline of the CURR Canal; thence following the centerline of the CURR Canal in a westerly direction the following courses: N 60°00'00" W, 102.28 feet; thence N 72°00'00" W, 175.00 feet; thence N 83°40'00" W, 70.00 feet; thence S 86°00'00" W, 80.00 feet; thence S 79°00'00" W, 600.00 feet; thence S 86°10'00" W, 90.00 feet; thence N 82°54'22" W, 93.94 feet; thence N 72°23'00" W, 160.00 feet to the POINT OF BEGINNING. Containing approximately 11.94 acres.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or appertaining, SUBJECT HOWEVER, to all easements and rights of way appearing on such premises or of record, reservations in favor of the United States or the State of Idaho.

Dated this 30 day of November, 1999.

GRANTOR

Harlo E. Potter
HARLO E. POTTER

Travis N. Potter
TRAVIS N. POTTER

Donna Mae Bowman
DONNA MAE BOWMAN
DAMB DMB

STATE OF IDAHO)
) ss.
County of Fremont)

On this 30th day of November, 1999, before me a notary public for the State of Idaho, personally appeared Harlo E. Potter, Travis N. Potter and ~~Donna~~ Donna Mae Bowman, known or identified to me to be the persons who executed the instrument, and acknowledged to me they executed the same.

Kelly Blum
Notary Public for Idaho
Residing at: Fremont, CA
Commission Exp: 5-3-2002



Microfilm No. 460716
1 Day Dec 19 99
At 10:28 O'clock AM
MICKIE FUNKE
FREMONT CO. RECORDER
Fee \$ 6- 00 Deputy
Recorded At Request of
Harlo Potter

LAST WILL AND TESTAMENT
AND TRUST
OF
MARGARET POTTER

429389

I, Margaret Potter, of Chester, Idaho, being of sound and disposing mind, and being mindful of the certainty of death and the uncertainty of life, do hereby declare this to be my Last Will and Testament, hereby revoking any Will or Codicil thereto heretofore made by me.

ITEM I: I hereby authorize my Personal Representative herein named to pay all my just debts and obligations, including but not limited to the obligations against my estate, incurred during my lifetime unpaid at the time of my death, and costs of probate, as soon after my decease as is practicable.

ITEM II: I hereby nominate, constitute and appoint my husband, Earl Potter, to serve as Personal Representative of this my Last Will and Testament. If he is deceased, unable to serve or is disqualified for any reason, then I hereby appoint Harlo E. Potter of Chester, Idaho as Personal Representative to carry out the conditions, terms and stipulations of this, my Last Will and Testament.

ITEM III: In accord with Idaho Code Sec. 15-2-513, I may make a list of certain items of tangible personal property, which will not include money, evidences of indebtedness, documents of title, securities, or property used by me in a trade or business, and the people to whom they are to be distributed upon my death. This list will describe the items and name the people to receive them, and is to have the same effect as though here and now specifically listed as a part of this Will. The list will be signed by myself or will be in my handwriting, and may be changed or substituted from time to time. The bequests included in this list are not to be included in valuing the estate for the purpose of division of the estate into equal shares for distribution.

ITEM IV. Any past annual payment owed to me at the time of my death by Harlo E. Potter and Mary Potter, husband and wife and Travis N. Potter and Marilyn A. Potter, husband and wife, shall be considered paid as if each payment had been made timely and they shall owe to my estate only the amount they would have owed had they made each annual payment on their note, including accrued interest on the date each payment was due.

ITEM V: I devise and bequeath my entire estate to my husband, Earl Potter, if he survives me by forty-five days. If my husband, Earl Potter does not survive me by forty-five days, then I devise and bequeath my entire estate to my son Jay Potter to be held in trust and known as the POTTER TRUST for the lifetime of my son Jay Potter as hereinafter provided. I devise and bequeath the rest and remainder of my estate, subject to the

lifetime interest of my Son Jay Potter to my children, namely, Harlo E. Potter, Travis N. Potter, Donna May Bowman and Verla Ostberg, share and share alike.

In the event a child of mine is deceased at the time of my death, I hereby devise and bequeath such deceased child's share of my estate to the children of such deceased child who shall survive me by right of representation.

ITEM VI: I nominate Harlo E. Potter of Chester, Idaho as trustee to administer the POTTER TRUST. If he is deceased or is unable to serve as trustee, then I nominate Travis N. Potter of Chester, Idaho as trustee. I appoint the trustee of the POTTER TRUST upon the following terms and conditions:

1. I expressly give my trustee the power and authority, as soon as he shall receive the property of my estate, or the proceeds from the sale or sales thereof, or both, after settling my estate in the court or courts in which this Will may be probated, to sell and convert into cash, in the trustee's discretion, all or any property of my estate, other than cash the trustee shall so receive in trust. The real property shall not be converted to cash until all income, together with the other assets held in trust have been expended. My trustee shall not be responsible for loss, except such loss as may be occasioned by the negligent acts of the trustee. My trustee shall invest and reinvest all funds coming into his possession and reinvest all cash coming into my trust in conformity with the Prudent Man Investment Act of the Idaho Code compiled as Section 68, Chapter 5. In addition to the powers granted in the Prudent Man Investment Act of the Idaho Code, I expressly authorize and empower my trustee, if said trustee shall elect, to continue and operate for such period as may be in the best interest of my trust estate and profitable for my trust estate to do so, any business operation or enterprise in which I have an interest at the time of my death, which he as trustee may elect, all profits and losses arising therefrom belonging to and falling upon my trust estate and not upon the trustee as such, except for his own negligent or willful acts, and generally to act in all matters relating to any business operation or enterprise I may be engaged in as if I were personally handling the affairs of my trust estate.

2. I hereby authorize and empower my trustee to execute and deliver good and sufficient deeds of conveyance, bills of sale and any other instruments necessary to carry out the intent and purposes of this trust.

3. I do not require my trustee to give bond or bonds for the faithful management, handling and fulfillment of this trust.

4. Unless elsewhere in this instrument provided for its disposition, I direct my trustee to maintain only one account for

PAGE TWO OF FIVE PAGES

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the beneficiary of this trust and to distribute and pay, or accumulate the income of the trust estate, before as well as after sale, conversion and investment thereof, upon the conditions and under the circumstances following:

a. My trustee shall pay to, for, or on behalf of the beneficiary of this trust, such amounts as from time to time under the liberal discretion of my trustee as shall necessarily be required for the support, maintenance and education of the beneficiary, until the death of the beneficiary of this trust. It is my desire that my trustee make payments on behalf of the beneficiary of this trust just as I would if I were living.

b. Such portions and amounts of income of the trust estate as shall not be paid out under the provisions in paragraph (a) above shall be accumulated and added to the corpus of the trust estate by my trustee.

c. If at any time the income available to the beneficiary from all sources, including such income as shall be payable under the provisions of paragraph (a) above, is deficient, my trustee in my trustee's sole and uncontrolled discretion, may make payment to a beneficiary out of the corpus in such amount as from time to time necessarily shall be required to make up such deficiency. It is my desire that my trustee shall exercise his liberal discretion in behalf of my beneficiary, as to insure that at all times sufficient funds shall be available to the beneficiary for the health, support, maintenance and education, all in the manner and style to which a beneficiary of this trust has been accustomed during my lifetime.

d. Any amount of income and/or corpus of the trust estate becoming payable to a beneficiary may be paid by my trustee directly to such beneficiary or to the duly appointed and legally qualified guardian of the persons and/or the estate of such beneficiary, or the persons, firm or firms or corporations furnishing necessities for the support, maintenance and/or education of said beneficiary.

5. Unless elsewhere in this instrument provided for its disposition, I direct that my trustee distribute and pay the corpus or principal of this trust to my four children, Travis N. Potter, Harlo E. Potter, Donna May Bowman and Verla Ostberg upon the death of my son Jay Potter.

6. My trustee's judgment, determination and action, and the payment or nonpayment of any sums under this trust, shall in every case be final, conclusive and binding upon the beneficiary and other persons whether living or not in being; and any and all payments by the trustee hereunder whether income or corpus of the trust estate, shall be the full discharge of the trustee for the amounts so paid.

7. In the administration of the POTTER TRUST herein created, my trustee shall have all the powers accorded to trustees by the laws of the State of Idaho and in particular the Uniform Trustees Powers Act in effect at the time of my death.

8. No beneficiary under this will, nor any trustee shall have the power to pledge, assign, mortgage, sell or in any manner transfer or hypothecate any interest which such beneficiary shall have or expect to have of any income or principal of this will or the trust agreement herein; nor shall any beneficiary have the power in any manner to anticipate, charge or encumber his or her interest whether in income or principal; nor shall such interest of any beneficiary be liable or subject in any manner while in the possession of the trustee for the debts, contracts, liabilities, engagements, obligations or torts of such beneficiary.

ITEM VII: I hereby direct that my Trustee or my Personal Representative may settle my estate, invest and reinvest the monies belonging to my estate and may sell and transfer property belonging to my estate without approval or confirmation of any court. I further direct that my estate may be settled by my Personal Representative and that my Personal Representative shall have all power without intervention of any court or courts in which this will may be probated to settle the affairs of my estate and that my trustee shall have the power to carry out the purposes of the POTTER TRUST.

ITEM VIII. If any provision of this will shall become or be held to become unenforceable, the remaining portions and each of them shall be carried into effect and all questions to the validity, construction and administration of this will and trust shall be determined with the laws of the State of Idaho.

ITEM IX. In the event any person, whether a beneficiary or not, contests this will or attempts to contest this will, then such person, whether he or she prevails or not shall receive the sum of \$1.00 only under this my Last Will and Testament.

ITEM X. I, Margaret Potter, the testatrix, sign my name to this instrument this 29th day of November, 1990, 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, that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen (18) years of age or older, of sound mind, and under no constraint or undue influence.

Margaret Potter
TESTATRIX

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We, Lori Hoover and Mae Bowman,
the witnesses who sign our names to this instrument, being first
duly sworn, do hereby declare to the undersigned authority that
the testatrix signs and executes this instrument as her Last Will
and Testament, and that she signs it willingly, and that each of
us, in the presence and hearing of the testatrix, hereby sign
this Will as witness to the testatrix's signing, and that to the
best of our knowledge the testatrix is eighteen (18) years of age
or older, of sound mind, and under no constraint or undue
influence.

Lori Hoover
WITNESS

Mae Bowman
WITNESS

STATE OF IDAHO)
County of Fremont) ss.

Subscribed, sworn to and acknowledged before me that
Margaret Potter, the testatrix signed this, his Last Will and
Testament, before me by Lori Hoover and
Mae Bowman, the witnesses, this 29th day of
November, 1990.

[Signature]
Notary Public for Idaho
Residing at: Ashton, Idaho
Comm. Expires: 4/16/92

PAGE FIVE OF FIVE PAGES

Microfilm No. 423339
13 Day Nov 1993
At 10:01 O'clock P.M.
MICKIE LUNKE
FREMONT CO. RECORDER
Fee \$ 65 CH Deputy
Recorded in Register of
Nicole Waters

LAST WILL AND TESTAMENT
AND TRUST
OF
EARL POTTER

420788

I, Earl Potter, of Chester, Idaho, being of sound and disposing mind, and being mindful of the certainty of death and the uncertainty of life, do hereby declare this to be my Last Will and Testament, hereby revoking any Will or Codicil theretofore made by me.

ITEM I: I hereby authorize my Personal Representative herein named to pay all my just debts and obligations, including but not limited to the obligations against my estate, incurred during my lifetime unpaid at the time of my death, and costs of probate, as soon after my decease as is practicable.

ITEM II: I hereby nominate, constitute and appoint Harlo E. Potter of Chester, Idaho to serve as Personal Representative of this my Last Will and Testament. If he is deceased, unable to serve or is disqualified for any reason, then I hereby appoint Travis N. Potter of Chester, Idaho as Personal Representative to carry out the conditions, terms and stipulations of this, my Last Will and Testament.

ITEM III: In accord with Idaho Code Sec. 15-2-513, I may make a list of certain items of tangible personal property, which shall not include money, evidences of indebtedness, documents of title, securities, or property used by me in a trade or business, and the people to whom they are to be distributed upon my death. This list will describe the items and name the people to receive them, and is to have the same effect as though here and now specifically listed as a part of this Will. The list will be signed by myself or will be in my handwriting, and may be changed or substituted from time to time. The bequests included in this list are not to be included in valuing the estate for the purpose of division of the estate into equal shares for distribution.

ITEM IV. Any past annual payment owed to me at the time of death by Harlo E. Potter and Mary Potter, husband and wife and Travis N. Potter and Marilyn A. Potter, husband and wife, shall be considered paid as if each payment had been made timely and they shall owe to my estate only the amount they would have owed had they made each annual payment on their note, including accrued interest on the date each payment was due.

ITEM V: I devise and bequeath my entire estate to my wife Margaret Potter and my son Jay Potter for their lifetime

death, I hereby give of my estate to the children of such deceased child survive me by right of representation.

ITEM VI: I nominate Harlo E. Potter of Cheste trustee to administer the POTTER TRUST. If he is d unable to serve as trustee, then I nominate Travis Chester, Idaho as trustee. I appoint the trustee o TRUST upon the following terms and conditions:

1. I expressly give my trustee the power and soon as he shall receive the property of my estate, proceeds from the sale or sales thereof, or both, a my estate in the court or courts in which this Will probated, to sell and convert into cash, in the tru discretion, all or any property of my estate, other trustee shall so receive in trust. The real propel be converted to cash until all income, together wi assets held in trust have been expended. My trust responsible for loss, except such loss as may be o the negligent acts of the trustee. My trustee sha reinvest all funds coming into his possession and cash coming into my trust in conformity with the P Investment Act of the Idaho Code compiled as Sectio

5. In addition to the powers granted in the Prude Investment Act of the Idaho Code, I expressly auth empower my trustee, if said trustee shall elect, t operate for such period as may be in the best inte trust estate and profitable for my trust estate to business operation or enterprise in which I have a the time of my death, which he as trustee may elec and losses arising therefrom belonging to and fal trust estate and not upon the trustee as such, ex negligent or willful acts, and generally to act i relating to any business operation or enterprise in as if I were personally handling the affairs o estate.

2. I hereby authorize and empower my trustee deliver good and sufficient deeds of conveyance, and any other instruments necessary to carry out purposes of this trust.

3. I do not require my trustee to give bond

conditions and under the circumstances following:

a. My trustee shall pay to, for, or on behalf of the beneficiaries of this trust, such amounts as from time to time shall be required under the liberal discretion of my trustee as shall be required for the support, maintenance and education of the beneficiaries, until the death of both of the beneficiaries of this trust. It is my desire that my trustee make such payments on behalf of the beneficiaries of this trust just as if they were living.

b. Such portions and amounts of income of the trust as shall not be paid out under the provisions in paragraph (a) above shall be accumulated and added to the corpus of the trust estate by my trustee.

c. If at any time the income available to the beneficiaries from all sources, including such income as shall be paid out under the provisions of paragraph (a) above, is deficient to meet the needs of the beneficiaries in my trustee's sole and uncontrolled discretion, my trustee shall at any time to time necessarily shall be required to make such payments out of the corpus in such amount as shall be necessary to make good the deficiency. It is my desire that my trustee shall exercise liberal discretion in behalf of my beneficiaries, so that at all times sufficient funds shall be available to pay to each beneficiary for the health, support, maintenance and education of all in the manner and style to which a beneficiary has been accustomed during my lifetime.

d. Any amount of income and/or corpus of the trust becoming payable to a beneficiary may be paid by my trustee directly to such beneficiary or to the duly appointed guardian of the persons and/or the estate of such beneficiary, or the persons, firm or firms or corporation furnishing necessities for the support, maintenance and education of said beneficiary.

5. Unless elsewhere in this instrument provided to the contrary, I direct that my trustee distribute a portion of the corpus or principal of this trust to my four children, Harlo E. Potter, Donna May Bowman and Verla Potter, at the death of my wife Margaret Potter and my son James Potter.

6. My trustee's judgment, determination and decision in every case be final, conclusive and binding upon the beneficiaries and other persons whether living or not in being at the time of the distribution.

8. No beneficiary under this will, nor any t have the power to pledge, assign, mortgage, sell or transfer or hypothecate any interest which such l shall have or expect to have of any income or prin will or the trust agreement herein; nor shall any have the power in any manner to anticipate, charg his or her interest whether in income or principa such interest of any beneficiary be liable or sub manner while in the possession of the trustee for contracts, liabilities, engagements, obligations beneficiary.

ITEM VII: I hereby direct that my Trustee c Representative may settle my estate, invest and r monies belonging to my estate and may sell and tr belonging to my estate without approval or confir court. I further direct that my estate may be se Personal Representative and that my Personal Rep have all power without intervention of any court which this will may be probated to settle the af estate and that my trustee shall have the power purposes of the POTTER TRUST.

ITEM VIII. If any provision of this will s held to become unenforceable, the remaining port them shall be carried into effect and all questi validity, construction and administration of thi shall be determined with the laws of the State c

ITEM IX. In the event any person, whether not, contests this will or attempts to contest t such person, whether he or she prevails or not s sum of \$1.00 only under this my Last Will and Te

ITEM X. I, Earl Potter, the testator, sign instrument this 29th day of November, 19 first duly sworn, do hereby declare to the under that I sign and execute this instrument as my l: I sign it willingly, that I execute it as my fr act for the purposes therein expressed, and tha (18) years of age or older, of sound mind, and constraint or undue influence.

Earl Potter
TESTATOR

the testator signs and executes this instrument as
and Testament, and that he signs it willingly, and
us, in the presence and hearing of the testator, h
Will as witness to the testator's signing, and tha
of our knowledge the testator is eighteen (18) yea
older, of sound mind, and under no constraint or u

Lori Hoover
WITNESS

Mae Bowman
WITNESS

STATE OF IDAHO)
) ss.
County of Fremont)

Subscribed, sworn to and acknowledged before
Potter, the testator signed this, his Last Will ar
before me by Lori Hoover and Mae Bowman
the witnesses, this 29th day of November, 199

[Signature]
Notary Public for Id
Residing at: Ashtor
Comm. Expires: 4/16

Microfilm No. _____

13 Day

At 16:00

MICK
FREMONT (

Fee \$ 15-

Recorded
Uula



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. SKYLINE DR., SUITE A, IDAHO FALLS, ID 83402-1718

PHONE: (208) 525-7161 FAX: (208) 525-7177 WEB SITE: www.idwr.state.id.us

EASTERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

November 17, 2005

REX & PAMELA OSTBERG
PO BOX 12
CHESTER ID 83421

RE: OWNERSHIP CHANGE 21-60C

Dear Mr. & Mrs. Ostberg:

I am returning the above referenced documents for a chain of title. I need the deeds from Earl J. Potter to you. If you do not have these documents, they can be obtained from a title company or from the county assessor's office.

Respectfully,

Jennifer Crabtree

Technical Records Specialist

Enclosure