

January 28, 2005

Department of Water Resources
Boda Springs, Idaho

DEC 1 2005

ST

Enclosed is a copy of the Deed for the 80 acres

Also a copy of the Land Sale Certificate

Our father M.L. Wallace 1st leased this parcel of land by assignment of lease 9.30.1966 M.L. Wallace continued to lease this parcel of land until he bought it at public auction 9-7-75 the land description is on the deed. We don't know why it was never put on the lease

This property was assigned to Wallabye Retreat Inc. 3.19.1980. The property was paid off Jan. 20.1995

The Land Sale Certificate also shows the assignment to Wallabye Retreat Inc. and the fulfillment of the contract.

I would like these documents to explain and accompany the Water Rights Claims for Leola Roberts, Peggy Barnes Wallabye Retreat Inc. and Malvern S Wallace & Family where it is needed.

Sincerely Leola Roberts

432272

STATE OF IDAHO DEED

To All to Whom These Presents Shall Come, Greetings:

Whereas, on the 7th day of NOVEMBER, 1975, all that tract or parcel of PUBLIC SCHOOL LANDS, situate in the State of Idaho, hereinafter mentioned and particularly described, was sold in the manner provided by law to

M. L. WALLACE -

of, of IRTH, State of IDAHO, for the aggregate price of TWENTY TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS

And Whereas, the said sum of TWENTY TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS has been fully paid to the proper receiving officer for the State of Idaho, by WALLOBS RETREAT, INC. - Box 75, Moreland, Idaho 83256, who acquired their interest by Assignment from M. L. Wallace, dated March 19, 1980, recorded January 22, 1981.

as shown by the records in the office of the State Board of Land Commissioners, the said sum being the whole amount of the purchase price for the said tract or parcel of land hereinafter described:

Now, Know Ye, That the said State of Idaho, in pursuance of law in such case made and provided, and in consideration of the premises aforesaid, and of the aforesaid sum of

----- TWENTY TWO THOUSAND FIVE HUNDRED AND NO/100 ----- DOLLARS

to the said State of Idaho paid, doth by these presents grant, bargain, sell, convey and confirm, in fee, unto the said

- WALLOBS RETREAT, INC. -

Their..... heirs and assigns, all of the said tract and parcel of land situated in the County of.....BINGHAM and State of Idaho, and described as follows, to-wit:

The East-half of the Northeast Quarter (E1/2) Section 36, Township Four (4) South, Range 39 East, Boise Meridian, containing 80.0 acres, more or less.

To have and to hold the said premises and parcel of land above particularly described, with the appurtenances thereon, unto the said - WALLOBS RETREAT, INC. -

Their..... heirs and assigns, in fee simple forever, subject to the provisions of Section 36-604, Idaho Code, as amended by Chapter 44, 1951 Session Laws; which grants over all lands belonging to the State a right of way for ditches constructed by authority of the United States. The State reserves the right to all coal, oil, oil shale, gas phosphate, sodium, asbestos, gold, silver, lead, zinc, copper, antimony and all minerals or deposits of minerals of whatsoever kind or character, including geothermal resources (and associated by products), sand, gravel and pumice, pursuant to Sec. 47-701, Idaho Code.

In Witness Whereof, I.....PHIL BATT....., the Governor of the State of Idaho, have hereunto signed my name and caused the Great Seal of the State of Idaho and the Seal of the Board of Land Commissioners to be hereunto affixed, this 20th day of January, 1995 A.D.

Countersigned:

Stanley F. Hamilton

STATE OF IDAHO, County of Ada,

On this 20th day of January, 1995, before

me, a Notary Public in and for said State, personally appeared Phil Batt known to me to be the Governor of the State of Idaho; and Pete T. Conarrusa known to me to be the Secretary of the Board of Land Commissioners of the State of Idaho; and Stanley F. Hamilton known to me to be the Director, Department of Land of the State of Idaho, who executed said instrument and acknowledged to me that said State of Idaho executed the same.

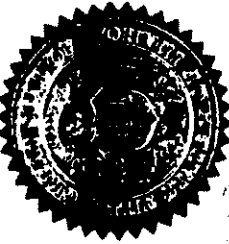
In Witness Whereof, I have hereunto set my hand and seal on the day and year last above -- "en.

County of Bingham } ss
I certify this foregoing to be a true and correct copy of the original on file and of record in the Office of the Clerk and Ex-Officio Recorder of Bingham County, Idaho.
Dated 12-14-1994

JUDIE HAMPTON

Clerk and Ex-Officio Recorder

By [Signature]



432272

FEB 1 2005

Boise, Idaho

NUMBER 12974
Certificate No. 24926

Oldham

THIS IS TO CERTIFY, That on the 7th day of NOVEMBER, 1975, the State of Idaho sold unto M.L. WALLACE, Route 1, Box 76, Firth, ID, 83236 lands, lying, situate and being in the PUBLIC SCHOOL ENDOWMENT.

upon terms and conditions hereinafter set forth, the following described State (BANK);

County of.....BINGHAM....., State of Idaho: The East Half of the Northeast quarter (BANK);

Section 36.....Twp. 4 South, Rg. 39 East, B.M. containing.....80.0.....Acres: Consideration TWENTY-TWO THOUSAND FIVE HUNDRED DOLLARS & NO/100

(\$ 2,250.00) Dollars to be paid as follows, to-wit: TWO THOUSAND TWO HUNDRED FIFTY DOLLARS & NO/100

(\$ 2,250.00) Dollars, the receipt whereof is hereby acknowledged and the balance of TWENTY THOUSAND TWO HUNDRED FIFTY DOLLARS & NO/100

(\$ 20,250.00) Dollars in annual installments with interest at the rate of six per cent, per annum, payable in advance on the first day of January, of each year, as shown

herewith, to-wit:

RECORD OF ASSIGNMENTS		
ASSIGNEE	DATE	
Wallobys Retreat, Inc., Box 75, Mooreland, ID 83256	3	19 80
	1	22 81

The State reserves the right to all coal, oil, oil shale, gas, phosphate sodium and other mineral deposits contained in this land, including sand, gravel, and pumice as required by Sec. 47-101, Idaho Code. Right is reserved to the United States of America to construct ditches where necessary. No prepayment right shall be acquired to any water appurtenant to this land through use of said water upon any other land during the life of this contract. In Witness Whereof, The State Board of Land Commissioners of the State of Idaho has caused these presents to be executed in duplicate by its President, the Governor of the State of Idaho, and by the State Land Commissioner and countersigned by the Secretary of State of Idaho this 15th day of November 1975.

Countersigned: _____
 Secretary of State of Idaho
 State of Idaho, County of Ada, ss.
 1947, _____
 before me, a Notary Public in and

* and all Geothermal Resources,
and said State, personally appeared
before me, the undersigned, a Notary Public in and for the State of Idaho, who is duly qualified and sworn to perform the duties of such office, and known to me to be the President of the Board of Land Commissioners of the State of Idaho, that executed the within instrument, acknowledged it as his act and deed, and the Board of Land Commissioners of the State of Idaho, and the State of Idaho, executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

No. 6870

IDAHO CHIEF OF MINES

PAID	INTEREST	PRINCIPAL	AMOUNT DUE
22,500 00	178 87	2,250 00	11-7-75
20,250 00	1,154 25	1,012 50	1-1-76
19,237 50	1,093 50	1,012 50	1-1-77
18,225 00	1,032 75	1,012 50	1-1-78
17,212 50	972 00	1,012 50	1-1-79
16,200 00	911 25	1,012 50	1-1-80
15,187 50	850 50	1,012 50	1-1-81
14,175 00	789 75	1,012 50	1-1-82
13,162 50	729 00	1,012 50	1-1-83
12,150 00	668 25	1,012 50	1-1-84
11,137 50	607 50	1,012 50	1-1-85
10,125 00	546 75	1,012 50	1-1-86
9,112 50	486 00	1,012 50	1-1-87
8,100 00	425 25	1,012 50	1-1-88
7,087 50	364 50	1,012 50	1-1-89
6,075 00	303 75	1,012 50	1-1-90
5,062 50	243 00	1,012 50	1-1-91
4,050 00	182 25	1,012 50	1-1-92
3,037 50	121 50	1,012 50	1-1-93
2,025 00	60 75	1,012 50	1-1-94
1,012 50		1,012 50	1-1-95

with Emma.
205-334-0200

ASSIGNMENT OF STATE LAND SALE CERTIFICATE

No. 1

For and in consideration of \$19,237.50 Dollars, to me in hand paid, the receipt whereof is hereby

acknowledged, I hereby sell, assign and transfer unto
WALLOGYS RETREAT INC.
282272

all my right, title and interest in and to the land described in the within

24926

certificate of sale number

W. L. Wallace

my wife, Mary M. Wallace

19.80, before me, a Notary Public, personally appeared

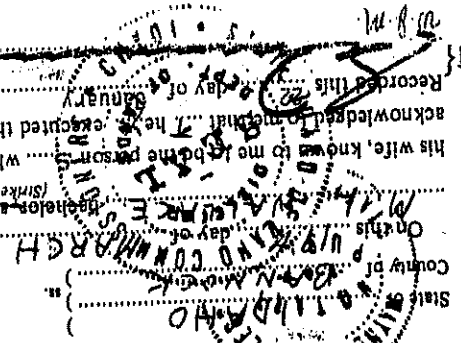
ARF, before me, a Notary Public, personally appeared

whose names, ARF, subscribed to the above assignment and

acknowledged to me that he executed the same.

Recorded this 22 day of January, 19.81

Notary Public, residing at Bocatella, IDAHO



QUITCLAIM DEED

For Value Received

MALVERN LEROY WALLACE and MARY MAUDE WALLACE as Trustees of the
MALVERN LEROY WALLACE FAMILY TRUST,
do hereby convey, release, remise and forever quit claim unto

REVENUE STAMPS

PEGGY J. WALLACE whose address is Box 351 Blackfoot, Idaho 83221 and
MILTON DON BERCEVIN and LEORA MARY BERCEVIN of Mooreland, Idaho,
the following described premises, to-wit:

The following described premises, in Bingham County Idaho, to-wit:

Beginning at a point 250 feet South of the Northeast corner of
the SW1/4NE1/4 of Section 36, Township 4 South, Range 39, East of the
Boise Meridian, running thence West 500 feet, thence South 250 feet
thence East 500 feet thence North 250 feet to the point of beginning.

Subject to taxes and assessments, easements and rights-of-way,
building and zoning ordinances and use regulations and restrictions,
and any encumbrance suffered, assumed, or occasioned by the Grantees.

RECORDED IN BINGHAM COUNTY

BOOK 95 PAGE 31

281 DEC 1 PM 4 31

287146

RECORDED AT THE REQUEST OF

ML Wallace

Rt 6 Box 376

DRH

together with their appurtenances.

Dated:

Malvern Leroy Wallace in my hand and seal

STATE OF IDAHO)

COUNTY OF BINGHAM)

ss.

On this 1st day of December, 1981, before me, the undersigned, a Notary Public
for said State, personally appeared MALVERN LEROY WALLACE and MARY MAUDE WALLACE, known
to me to be the Trustees of the MALVERN LEROY WALLACE FAMILY TRUST, the persons who executed
the above document, and acknowledged to me that they executed the same as trustees of
MALVERN LEROY WALLACE FAMILY TRUST.

In Witness Whereof, I have hereunto set my hand and seal the day and year in this
certificate first above written.

L. Wallace

Notary Public for Idaho

Residing at Blackfoot, Idaho

JAN 1 2005

Colin Barnes

COPY

5-15-1996

WARRANTY DEED

THIS INDENTURE made this 15 day of May, 1996, between PEGGY J. WALLACE BARNES, a married woman dealing with her sole and separate property, of 3896 E. 600 N., Rigby, ID 83442, the Party of the First Party, and CARRIE McLACHLAN of Route 3, Box 451A.A., Silva, NC 28779, JOE BRANTZEG of 153 N. 400 W., Blackfoot, ID 83221, and FRANK BRANTZEG of 2311 West Idaho Street, Boise, ID 83702, the parties of the Second Part.

W I T N E S S E T H:

That said Parties of the First Part, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America and other valuable consideration to Parties of the First Part in hand paid by the Parties of the Second Part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and by these presents does grant, bargain, sell and convey and confirm unto the said Parties of the Second Part, and to Parties of the Second Part's successors and assigns, forever, her undivided one-half (1/2) interest in the following described real estate situate in Bingham County, State of Idaho, as follows:

Beginning at a point 250 feet South of the Northeast corner of the SW1/4NE1/4 of Section 36, Township 4 South, Range 39, East of the Boise Meridian, running thence West 500 feet, thence South 250 feet, thence East 500 feet, thence North 250 feet to the point of beginning.

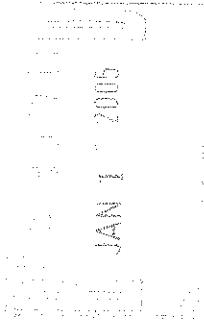
Subject to taxes and assessments, easements and rights-of-way, building and zoning ordinances and use regulations and restrictions, and any encumbrance suffered, assumed, or occasioned by the Grantees.

Reserving and excepting to Party of the First Part, Peggy J. Wallace Barnes, the joint use of said described real property with Parties of the Second Part so long as Party of the First Part, Peggy J. Wallace Barnes, shall live, and the right to occupy the cabin whenever she elects.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversions, remainder and remainders, and rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said Parties of the First Part.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises, together with the appurtenances unto the Parties of the Second Part, and to Parties of the Second Part's successors and assigns forever. And the said Parties of the First

WARRANTY DEED - 1



1
Cohen Papers

SUPPLEMENTARY AND CORRECTION DEED

This deed is made to supplement and correct that certain deed executed by MALVERN LEROY WALLACE and MARY MAUDE WALLACE, as Trustees of the MALVERN LEROY WALLACE FAMILY TRUST, to PEGGY J. WALLACE, MILTON DON BERGEVIN, and LEORA MARY BERGEVIN dated December 1, 1981, and filed for record on December 1, 1981, and recorded as number 287146 (Bingham County, State of Idaho) in this: That the Grantors intended to grant to the Grantees and does grant the following interests in the described premises:

- (a) An undivided one-half (1/2) interest as a tenant-in-common to Peggy J. Wallace Barnes formerly known as Peggy J. Wallace; and
- (b) An undivided one-half (1/2) interest as tenants-in-common to Milton Don Bergevin and Leora Mary Bergevin,

to the following described property, to-wit:

Beginning at--a point 250 feet South of the Northeast corner of the SW1/4NE1/4 of Section 36, Township 4 South, Range 39, East of the Boise Meridian, running thence West 500 feet, thence South 250 feet, thence East 500 feet, thence North 250 feet to the point of beginning.

Subject to taxes and assessments, easements and rights-of-way, building and zoning ordinances and use regulations and restrictions, and any encumbrance suffered, assumed, or occasioned by the Grantees.

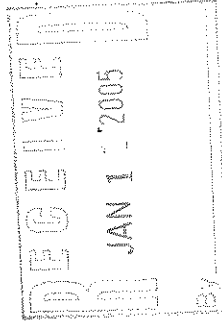
Mary M. Wallace
Mary Maude Wallace as Trustee of the
Malvern LeRoy Wallace Family Trust

Peggy J. Wallace Barnes
Peggy J. Wallace Barnes

Milton Don Bergevin
Milton Don Bergevin

Leora Mary Bergevin
Leora Mary Bergevin

SUPPLEMENTARY AND CORRECTION DEED - 1



STATE OF IDAHO)
County of Bingham) ss.

ON THIS 29th day of May, 1996, before me, MARY MAUDE WALLACE, a Notary Public in and for said State, personally appeared MARY MAUDE WALLACE, known to me to be the Trustee of the Malvern LeRoy Wallace Family Trust, whose name is subscribed to the within and foregoing instrument as Trustee, and acknowledged to me that she executed the same on behalf of said Malvern LeRoy Wallace Family Trust.

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

Donna L. Capron
Notary Public for Idaho
Residing at: Blackfoot, ID
My commission expires: 5/19/2002

(Seal)

STATE OF IDAHO)
County of Bonneville) ss.

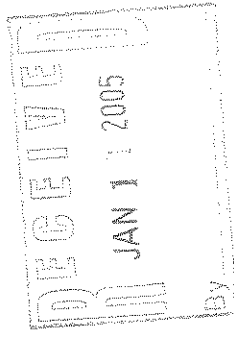
ON THIS 15 day of May, 1996, before me, BARBARA J. PRIVETT, a Notary Public in and for said State, personally appeared PEGGY J. WALLACE BARNES, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that she executed the same.

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

Barbara J. Privett
Notary Public for Idaho
Residing at: Rigby
My commission expires: 1/13/2000

(Seal)

SUPPLEMENTARY AND CORRECTION DEED - 2



STATE OF IDAHO)
County of Bingham) : ss.

ON THIS 24th day of May, 1996, before me, Milton Don BERGEVIN a Notary Public in and for said State, personally appeared MILTON DON BERGEVIN, Known to me to be the person whose name is subscribed to the within and foregoing 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 in this certificate first above written.

Donna S. Capron
Notary Public for Idaho
Residing at: Blackfoot, ID
My commission expires: 5/19/2002

(Seal)

STATE OF IDAHO)
County of Bingham) : ss.

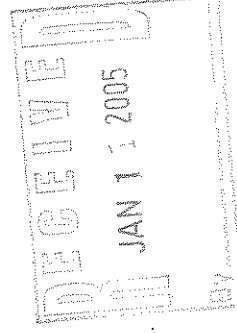
ON THIS 24th day of May, 1996, before me, LEORA MARY BERGEVIN, a Notary Public in and for said State, personally appeared LEORA MARY BERGEVIN, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that she executed the same.

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

Donna S. Capron
Notary Public for Idaho
Residing at: Blackfoot, ID
My commission expires: 5/19/2002

(Seal)

SUPPLEMENTARY AND CORRECTION DEED - 3



INTEREST WILL BE CHARGED FROM THE DATE OF THE FIRST DRAFT

DETAIL OF LOAN DISBURSEMENT

DISBURSEMENT AUTHORIZED BY BORROWER

[illegible]

hereby authorize disbursement of the proceeds of the above loan in substantially the amounts set forth.

Madison J. Wallace

Malvern Hills
Borrower

Date _____

10/9/01

Bottomer

Maxwell Wallace
Borrower

F. L. B. A. Manager

10-27-1964

LAND EXCHANGE AGREEMENT

The undersigned parties mutually agree to trade and exchange properties, as follows:

John Sharp does hereby agree to trade and exchange the 1600 acres purchased from Howard Hall, said property being herein-after described, for the Malvern L. Wallace property, and Malvern L. Wallace agrees to said exchange, said property is referred to as the 320 acres and the 940 acres herein after described, plus the sum of SEVEN THOUSAND (\$7,000.00) DOLLARS. Seven-Thousand dollars which is to be paid to John Sharp as follows: \$700.00 per year for ten years, plus interest at 5 per cent per annum from October 28, 1964, payable on November 1, 1965, and each year thereafter until paid in full.

It is further understood and agreed that John Sharp is purchasing the 1600 acres from Howard Hall. It is specifically agreed that John Sharp is to make all payments on the Howard Hall contract and to pay the same when the same are due and owing. And if he does not or refuses to make the payments on the Howard Hall contract, then in that event, the said Malvern L. Wallace shall have the Option and right to make said payments and claim credits therefore, and claim rights therein to protect their interests.

That in order to make it convenient financially for both parties it is understood and agreed that the marketable titles to the property will be furnished to each other as soon as it is mutually convenient for said parties, however, possession of said property will be exchanged on or before October 28, 1964.

It is understood and agreed that each party shall have ten years within which to pay off and clear title to the property that they are exchanging, however, possession shall be exchanged on or before the 28th day of October, 1964.

IT IS HEREBY AGREED THAT the said John Sharp will arrange to place his title and his Warranty Deed in escrow at the Ted B. Larsen Company in Preston, Idaho, and that the said Malvern L. Wallace will also place in escrow the title and his Warranty Deed to his property at the Ted B. Larsen Abstract Company in Preston, Idaho.

And that as such time as the said John Sharp pays the said Howard Hall contract of purchase in full, that the said escrow holder may deliver to each of the said parties the deeds and abstracts of title showing good marketable title to each of the parties, and complete the trade.

It is understood and agreed that the said Malvern L. Wallace shall have the responsibility of furnishing marketable title to the property that he is exchanging with John Sharp, and that he is to leave the marketable title and Warranty deed with the said Ted B. Larsen Company at Preston, Idaho, and John Sharp is also to furnish good marketable title and a Warranty Deed for Malvern L. Wallace and leave the same for delivery at the escrow holder.

It is further agreed that each of the parties will see that the taxes are paid for the year 1964 and all prior years on the property that they are exchanging.

That the 1600 acres that said John Sharp is exchanging and trading the said Malvern L. Wallace is located in Bingham County, Idaho, and is described as follows to-wit:

The East 1/2 of Section 24 and the East 1/2 of Section 25 and the Southeast Quarter of the Southwest Quarter of Section 25, also the West 1/2 of the Northeast Quarter of Section 36 and the Northeast Quarter of the Northwest Quarter of Section 36, Township 4 South, Range 39 East of the Boise Meridian.
Also the Southwest Quarter of Section 19, and all of Section 30, Township 4 South, Range 40 East of the Boise Meridian.

Containing 1600 acres subject to all prior Mineral Reservations.

That the property which the said Malvern L. Wallace is exchanging and trading to the said John Sharp is located in Bingham County, Idaho, and is described as follows to-wit:

Southwest Northwest Quarter, Section 32, North half, Section 33, Lots 1, 2, and 3; North half Northeast Quarter; Southeast half Northeast Quarter Section 31, Lot 4; Southeast Quarter; South 30, Northwest Quarter; Northeast Northwest Quarter, Section Southwest Quarter Section 20, All are in Township 4 South, Range 39 East of the Boise Meridian.

It is further understood and agreed that each of the parties will see that the taxes are paid for the year 1964 and all prior years thereto on the property that they are exchanging. It is further understood and agreed that in connection with the year 1965, that each party will be responsible and pay for the taxes on the properties that they are receiving in exchange, and at the time of making the payments on November 1st of each year, that they will exchange tax notices and tender to each other the taxes levied or assessed against the properties, for each year hereafter.

It is further understood and agreed that the exchange of properties as hereinabove set forth, has been agreed upon for the convenience of said parties.

It is further agreed that each party is of the essence, and that all payments shall be made and the covenants and agreements herein contained be kept according to the terms hereof, and if there is any default, that the party in default shall have 30 days after written notice, in which to clear said default.

It is further agreed that if either party fails or neglects to clear title or to make the payments on any mortgages, contracts that have been entered according to the terms of said mortgage or contract that either party not in default shall have right of action to protect their legal and equitable rights and interests in said properties.

This agreement shall inure to the benefit of and be binding upon the heirs, executors and the assigns of the parties hereto.

Witness our signatures this 27 day of October, 1964.

Leah T. Sharp

Mattie L. Sharp

Mahuron Wallace

Mary M. Wallace

STATE OF IDAHO)
COUNTY OF FRANKLIN) SS.

On this 27th day of October in the year 1964, before me, Ben B. Johnson, a Notary Public in and for said State, personally appeared John Sharp and wife Mattie G. Sharp, 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 in this certificate first above written.

Ben B. Johnson
Notary Public for Idaho
Residing at Preston, Idaho

STATE OF IDAHO)
COUNTY OF FRANKLIN) SS.

On this 27th day of October in the year 1964, before me, Ben B. Johnson, a Notary Public in and for said State, personally appeared Malvern L. Wallace and wife Mary M. Wallace, 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 in this certificate first above written.

Ben B. Johnson
Notary Public for Idaho
Residing at Preston, Idaho

Received in escrow this 2nd day of November 1964, with two Warranty Deeds.

Ed B. Lander
Escrow Holder