

DISTRICT COURT SNAKE
TWIN FALLS CO. IDAHO
FILED
2007 NOV 14 AM 11 17

13 November 2007

Diana Delanie
Clerk of District Court
Snake River Basin
253 Third Ave. North
PO Box 2707
Twin Falls, Idaho 83303-2707

Dear Diana:

Jim and Rachel Rupp have a hearing set for Nov. 20th at 1:30 on their late claims for Carver Springs and Crawford Creek. I have enclosed the Warranty Deed for Carver Springs and it's priority date. The contract for the purchase of Crawford Creek is also enclosed along with it's priority date. I hope this will help at the hearing.

Thanks!!

Sincerely,

A handwritten signature in cursive script that reads "Martha Carty". The signature is fluid and elegant, with a large, sweeping "M" and a long, horizontal flourish at the end.

Martha Carty
Friend of Jim and Rachel Rupp

*Crawford
& Carver Creek*

Late Claim

DISTRICT COURT-SRBA
Fifth Judicial District
County of Twin Falls - State of Idaho

AUG - 8 2007

By _____
Clerk
Deputy Clerk

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)
Case No. 39576)
Water Right Claims: 79-14203 & 79-14204 - *Crawford CK.*
NOTICE SETTING HEARING
ON MOTIONS TO FILE LATE
NOTICE OF CLAIM

= Carver Spring

On August 8, 2007, Jim and Rachel Rupp filed a *Motion to File Late Notice of Claim* for each of the above-captioned water rights.

NOTICE IS GIVEN that hearing on the *Motions to File Late Notice of Claim* is set for **Tuesday, November 20, 2007, at 1:30 p.m. (Mountain Time)**, at the Snake River Basin Adjudication District Court, 253 3rd Avenue North, Twin Falls, Idaho. Parties may participate by telephone by dialing the number 1-918-583-3445 and when prompted entering code 406128.

Failure to appear at the hearing, either in person or by telephone, may result in dismissal of your *Motions to File Late Notice of Claim*.

Dated August 8, 2007.

*Deeds
well outline
family water
property ownership.*

John M. Melanson
JOHN M. MELANSON
Presiding Judge -
Snake River Basin Adjudication

*to allow late
objection -
argue **

It is not mandatory for you to appear in person at this hearing. You may participate by telephone according to the directions given in the *Notice Setting Hearing*. On September 20, 2007, several hearings are scheduled for 1:30 p.m. If you desire to participate by telephone, you will need to call in just a moment before 1:30 p.m. Momentarily, the court clerk will come on the line and begin the proceedings. The presiding judge will do a roll call for each subcase scheduled for hearing as he calls each individual case. Please stay on the line until your subcase number and name is called. When your hearing(s) is/are finished you are free to hang up. If you have any questions, please feel free to call the court clerk at (208) 736-3011.

2
347530

WARRANTY DEED

1638
COMPUTER ✓
INDEXED ✓
TRACTED ✓
FILMED ✓
ASSESSOR ✓

GRANTOR, WILLIAM H. WALTERS and LINDA GOLIGHTLY WALTERS, husband and wife, of Missoula, County of Missoula, State of Montana, for a good and valuable consideration, the receipt of which hereby acknowledged, does hereby grant, bargain, sell and convey unto JIM RUPP and RACHAEL RUPP, husband and wife, whose current address is HC01, Box 1, Lucile, County of Idaho, State of Idaho as GRANTEE, and to grantee's heirs and assigns forever, all of the following described real estate located in County of Idaho, State of Idaho:

See Attached Exhibit.

TOGETHER with all improvements, water, water rights, ditches, ditch rights, easements, hereditaments and appurtenances thereto.

Grantor, for himself, his heirs and assigns does hereby covenant, warranty and shall defend the quiet and peaceable possession of said premises by the grantee, his heirs and assigns forever against the lawful claims of all persons.

Grantor, for himself, his heirs and assigns does hereby covenant and warranty the title to be free of all liens and encumbrances except those of record.

In construing this deed, and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, Grantor has hereunto subscribed his name to
this instrument this 22 day of May, 1989.

William H. Walters
William H. Walters

Linda Golightly Walters
Linda Golightly Walters

STATE OF Montana)
COUNTY OF Missoula) ss:

On this 22 day of May, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM H. WALTERS and LINDA GOLIGHTLY WALTERS, known to me to be the person 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.



Harold V. Dye
Notary Public for Montana
Residing at Missoula, MT
My Commission Expires: 9/05/91

JIM RUPP
EXHIBIT "A"

Order No. 6638

The following described property situate in Idaho County, Idaho,
to-wit:

Township 25 North, Range 1 East, Boise Meridian

Section 13: All

Section 22: Lots 5 and 6

Section 23: Lot 5, NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$

Section 24: NW $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 25: All

Section 26: Lots 3, 4, 5, N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$, SE $\frac{1}{4}$

Township 25 North, Range 2 East, Boise Meridian

Sections 18 and 19: H.E.S. #445 described as:

Beginning at Corner No. 1, which is identical
with the East common corner of Section 13 and 24
Township 25 North, Range 1 East, and running
thence N 0°12' W, 25.56 chains to corner No. 2;
thence S 77°14' E, 25.24 chains to corner No. 3;
thence S 8°52' E, 26.49 chains to corner No. 4;
thence S 87°8' W, 28.66 chains to corner No. 5;
thence N 0°13' E, 7.58 chains to corner No. 1,
the place of beginning.

Filed and recorded at the request of IDAHO COUNTY TITLE CO
at 11:55 o'clock A M this 25 day of May 1989

By Edith L. Anderson
Deputy

ROSE E. GEHRING

Ex-Officio Auditor and Recorder
Idaho County, Idaho

Fee \$ 9.00

I, Rose Gehring, Idaho County Recorder, do
hereby certify that the foregoing is a true and
correct copy of the original instrument on file in
my office.

Instrument No 347530

WITNESS my hand and official seal this
5 day of November, 2007

By Larry Joins Deputy

Unsettled
Spring POD
SENW, S. 13

13

14



Patent

Patent
United States

To

Amos Carver

State of Idaho)
County of Idaho) ss

Filed for record in the office
of the Recorder of Idaho County at
the request of Amos Markham on the
20 day of May A.D. 1912 at 11-50
O'clock A.M.

J. A. Bradbury
County Recorder
By L.C. Funkh, Deputy

Fee \$1.00

the northwest quarter of the southwest quarter of section thirteen and the Lots four and five of section Fourteen in township Twenty Five north of range one east of the Boise Meridian, Idaho containing one hundred fifty-one and sixty hundredths acres.

According to the official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor- General.

NOW KNOW YE, That there is, therefore granted by the UNITED STATES unto the said claimant the tract of land above described; TO HAVE AND TO HOLD the said tract of land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever, subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs laws and decisions of courts; and there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, William H. Taft, President of the United States of America, have caused these letters to be made Patent and the seal of the general Land Office to be hereunto affixed. GIVEN under my hand, at the City of Washington, the Seventeenth day of July in the year of our Lord one thousand nine hundred and eleven and of the Independence of the United States the one hundred and Thirty-Sixth/

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#####
n United States General  n
n   Land office          n
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By the President : Wm. H. Taft

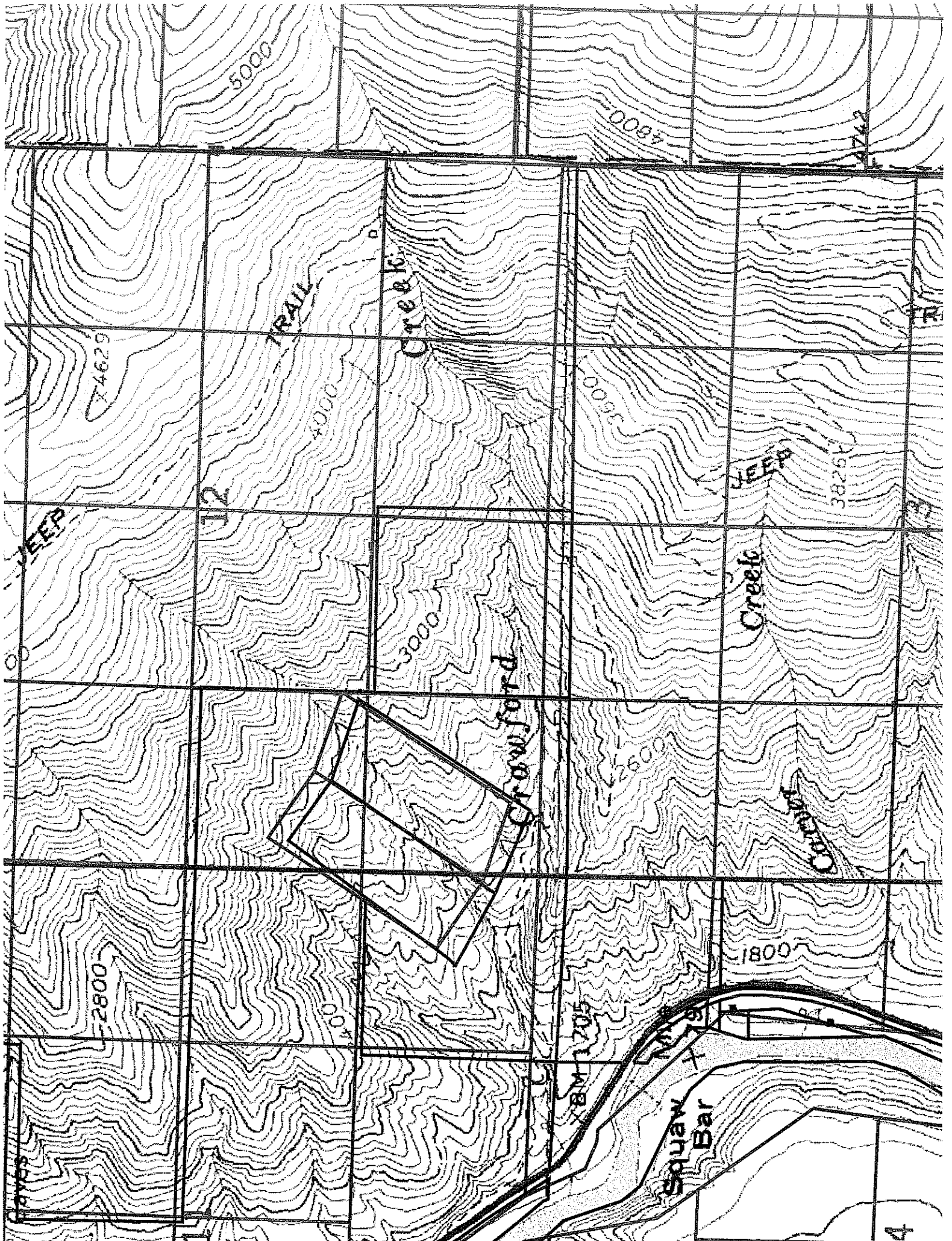
By W. P. Le Roy, Secretary

John O'Connell

Acting Recorder of the General Land Office

Recorded: Patent Number 217375

Carver
July 1911



The United States of America,)
 to)
 Joseph Klever.) Lewiston 06836

THE UNITED STATES OF AMERICA.

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

Whereas, A Certificate of the Register of the Land Office at Lewiston, Idaho, has been deposited in the General Land Office, whereby it appears that pursuant to the Act of Congress of May 20, 1862 "To Secure Homesteads to Actual Settlers on the Public Domain" and the acts supplemental thereto, the claim of JOSEPH KLEVER has been established and duly consummated, in conformity to law, for the Southeast quarter of the Southeast quarter of ^{Two} Section ~~One~~; the East half of the Northeast quarter and the Southwest quarter of the Northeast quarter of Section Eleven; the Lots One and Two, the West half of the Northwest quarter, the Southeast quarter of the Northwest quarter, the Southwest quarter of the Northeast quarter and the Northeast quarter of the Northeast quarter of Section Twelve; and the Lots Five, Six and Seven, the West half of the Southwest quarter and the Northwest quarter of the Southeast quarter of Section One, in Township Twenty-five North of Range One East of the Boise Meridian, Idaho; containing six hundred seventeen acres and eighty-eight hundredths of an acre, according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor-General:

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said claimant, the tract of Land above described;

TO HAVE AND TO HOLD the said tract of land, with the appurtenances thereof, unto the said claimant, and to the heirs and assigns of the said claimant, forever;

Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs, used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

Excepting and reserving, however, to the United States, all the coal and other minerals in the lands so entered and patented; together with the right to prospect for, mine, and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat., 862).

IN TESTIMONY WHEREOF, I, Calvin Coolidge, President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand at the City of Washington, the Twenty-sixth day of February in the year of our Lord One Thousand Nine Hundred and Twenty-five; and of the Independence of the United States, the one hundred and forty-ninth.

By The President: Calvin Coolidge.

United States
 General Land Office.

By Viola B. Pugh, Secretary.
 H. P. LeRoy, Recorder of the General Land Office.

RECORDED: Patent Number 954211.

State of Idaho,)
 County of Idaho;) SS.

Filed for record in the office of the Recorder of Idaho County at the request of Joseph Klever, on the 13 day of Feb. A. D.

Crawford
Sheep Gulch

Subcase
79-14204
Crawford

1925

Success 79-14204

Copy of Contract

374096

AMENDED ESCROW CONTRACT

COMPUTER 4/1
INDEXED
TRACTED
FILMED
SEARCHED

THIS AGREEMENT, made and entered into on this 25 day June, 1993, by and between FAWN RUPP and ROSA RUPP, husband and wife, of 6119 West Pearl, Pasco, Washington 99301, hereinafter referred to as the Sellers, and JIM RUPP, a single person, of P. O. Box 112, Riggins, Idaho 83549, hereinafter referred to as the Buyer.

WITNESSETH:

WHEREAS, these same parties were parties to an original Escrow Contract, dated the 31st day of December, 1986, relating to the same real property, hereinafter described, which Contract is now in default, and the parties have renegotiated between themselves new payment provisions; and,

WHEREAS, this agreement shall be substituted in all respects for the previous agreement, including the amended price and amended payment terms, and the parties now desire to reduce their agreements to writing.

NOW, THEREFORE, IT IS HEREBY COVENANTED, PROMISED AND AGREED AS FOLLOWS:

That this agreement shall in all respects be substituted for that agreement of December 31, 1986, and the parties agree to be bound by this new agreement in all respects.

That, for and in consideration of the payments to be made and the covenants to be performed as hereinafter set forth, the Sellers do hereby contract and agree to sell and convey by good and sufficient warranty deed to the Buyer all of the Sellers' right, title and interest in and to that real property shown and described in Exhibit "A," which is attached hereto and hereby incorporated by this reference.

The total price at this time for the property shall be the sum of \$182,750.00, lawful money of the United States of America, payable and to be paid in the following manner, to wit:

1. The sum of nothing down at this time.

2. Thus, the balance of \$182,750.00 shall be paid in annual installments of \$20,020.27 per year, which sum includes interest at the rate of 9% per annum on the unpaid balance of principal, amortized on the basis of 20 annual installments, with the first payment being due on or before the 25th day of June, 1994, and with a like payment being due on the same date of each consecutive year thereafter for a period of 20 years. At the end of such time, the entire balance due under the terms of this contract shall be due and payable.

3. Interest is to be computed at the rate of 9% per annum on the unpaid balance of principal, beginning with interest accruing on the 25th day of June, 1993, with all payments being applied first to accrued interest, then to principal.

4. The Buyer reserves the right to prepay any and all installments without penalty, but it is agreed that the Buyer shall first consult with the Sellers to determine that no adverse tax consequences will result to the Sellers from prepayment under the terms of this agreement. If the Sellers in their sole discretion determine that will be adverse tax consequences, the Sellers may reject any prepayment. Furthermore, in the event that prepayment is accepted, such prepayment shall not excuse the payment of the next regularly scheduled annual payment.

SALE OF PROPERTY: The parties understand and specifically agree that in the event the Buyer should elect to sell this property, or any part thereof, to any independent third party during the time that there is a contract balance remaining, or any interest remaining, then the Buyer shall notify the Sellers of his intent, and shall make known to the Sellers the price and terms upon which he proposes to sell. In the event that the sale is for cash, then in order to insure that the Sellers shall be paid under the terms of this contract, the Buyer does agree that the Sellers shall be paid the first \$350.00 per acre of said cash sale for all the land sold under the terms of such other proposed sale.

Furthermore, in the event such proposed sale is made on contract, then the Buyer agrees to pay to the Sellers the sum of \$275.00 per acre for each acre sold, and agree to execute such assignment of contract proceeds to the Sellers as will guarantee to the Sellers their receipt of \$275.00 per acre balance reduction at the time said third party buyer completes his or her contract.

It is further provided that in the event the Buyer should elect to sell the mineral rights on this property, or any portion thereof, during the time that this contract remains in effect, then the Sellers shall receive one-half of the proceeds from the sale of mineral rights, which payments shall be credited on the balance remaining under the terms of this contract.

These provisions, aforesaid, relating to the sale of property and the receipt by the Sellers of certain sums, are intended to insure that the Sellers be protected in the event of a sale to a third party, and the Sellers shall have an opportunity to review documents connected with said sale to insure that they are protected in all respects. Also, in the event of any kind of a sale other than for cash, the Sellers must consent to any assignment or sale, which consent shall not be arbitrarily withheld, and shall be given when a reasonably responsible party is proposed as such third party to said proposed sale.

The parties to this agreement understand and agree that they will execute between themselves any and all further documents that may be necessary to carry out the intent and purpose of this agreement, and to protect both parties to this agreement insofar as their interest may appear in this contract.

IT IS ADDITIONALLY AGREED AS FOLLOWS:

FIRST: POSSESSION: The Buyer shall continue to be entitled to possession that he has previously had upon the execution of this agreement, and shall be entitled to retain possession so long as he is completely and fully performing the terms of this amended agreement.

The Sellers shall have ingress and egress to the premises, however, for inspection from time to time as required.

SECOND: MAINTENANCE: The Buyer, during his use and occupancy of said property, under the terms of this contract, shall keep and maintain the same in a state of good repair, and shall not suffer nor permit waste to be committed on the premises.

THIRD: IMPROVEMENTS: That all improvements of whatsoever kind or nature placed upon said premises, together with all replacements thereof, shall remain thereon and become part of the realty, and shall not be removed or destroyed before the final payment of the price hereunder.

FOURTH: LIENS: That the Buyer shall not allow nor suffer any labor or material liens to be perfected and carried to judgment against the above described real property, or any part thereof.

FIFTH: TAXES: The Sellers herein shall pay all real property taxes assessed against this property for the year of 1985 and the Buyer shall pay all taxes assessed for 1986 and all subsequent years thereafter.

SIXTH: TITLE INSURANCE: Title insurance shall be required under the terms of this contract in the sum of \$222,7570.00, which title insurance shall be filed with the escrow holder after it is issued. The Buyer and the Sellers agree to share the cost of the title insurance premium.

The parties understand that previously a title insurance policy was executed at the time the original contract was completed by the parties in 1986. No additional title insurance shall be required, and the parties will agree that this contract can be substituted for the previous contract.

SEVENTH: INSURANCE: The Buyer agrees that he will continue to keep the improvements on the property insured, naming the Sellers as loss payees on that policy, and will continue to deposit proof of insurance with the escrow holder hereinafter mentioned.

EIGHTH: RISK OF LOSS: The Buyer, of course, agrees to continue to assume the risk of loss from the date of his original occupancy of the property in 1986, and thus, pursuant to the earlier contract, the Buyer agrees to assume the risk of loss or damage to the property by fire, act of God, or any other cause, and agree to make all payments when due, notwithstanding any loss that may occur, and should the property be damaged or destroyed by fire or otherwise, the Sellers shall not be liable to rebuild, repair, or replace the same, but the same shall be done wholly by the Buyer, and the Sellers shall not suffer loss by reason thereof.

Furthermore, in the event an insurance check is received with both parties names on it, the Buyer shall have ten days from the receipt of the insurance check to decide whether to rebuild the security. If he decides to rebuild the security, those funds shall be used to rebuild the security. If he decides not to rebuild it, or if he fails to decide within ten days after the receipt of the insurance proceeds, then the entire check shall be applied against the balance that is then due to the Sellers.

NINTH: ESCROW HOLDER: The parties agree that Forsmann Accounting Service of Cottonwood, Idaho, shall continue to be designated as escrow holder under the terms of this agreement, and this contract shall be substituted for the existing contract by Forsmann Accounting Service. Any fees that are charged by Forsmann's for the substitution shall be paid for by the Buyer.

It is thus agreed that the Warranty Deed that was earlier executed shall continue to be held in the file conveying the foregoing premises to the Buyer, together with a Bargain and Sale Deed to be executed by the Buyer in the event of default. The escrow holder is directed to continue to hold said instruments and to receive from the Buyer the payments of principal and interest required to be made by him, and to issue receipts showing payment as and when made. Said payments shall be delivered to the Sellers or credited to them as they shall elect.

The escrow holder shall also take and receive any policy of fire insurance, and the tax receipts evidencing payment of taxes upon the premises, and continue to hold the earlier title insurance policy.

Upon full and complete performance of this contract by the Buyer at the time and in the manner specified, the escrow holder is hereby directed and authorized to deliver to the Buyer the above described Warranty Deed, and the insurance receipts and the tax receipts. If, however, this contract shall be forfeited by the default of the Buyer upon proper proof thereof, and the giving of notice as is hereinafter required, the escrow holder is directed and authorized, upon demand of the Sellers, to deliver all of the above described papers to the Sellers, including the Bargain and Sale Deed.

TENTH: PERFORMANCE: Time and the faithful performance of all of the terms, covenants and agreements herein contained are of the essence of this agreement, and if the Buyer shall fail, refuse or neglect to pay the payments as herein contained, or in the event the Buyer is in default in the payment of the real property covered by this agreement when there is a balance due and the Buyer shall be determined to be in default, then written notice of the declaration of forfeiture shall be delivered to the escrow holder for mailing to the Buyer, addressed to the Buyer at P. O. Box 112, Riggins, Idaho 83549, either by registered or certified mail, with postage prepaid thereon. It is agreed such will constitute good, sufficient and legal notice and service thereof as of mailing of such notice.

The Buyer then shall have the right to cure such default within sixty (60) days of the service or depositing of said notice, by paying the standard late charges and all payments in arrears of payment due and owing. The Buyer agrees to reimburse the Sellers for all legal expenses incurred by the Sellers in giving and serving of notice of default with the amount of such expense being

specified in said Notice of Default, and shall be paid by the Buyer at the time of correction of the default, and thus be returned to good standing.

In the event the Buyer fails to cure the default within the time allowed, the Sellers shall thereupon or at any time thereafter, during the continuance of such default, in addition to any other remedies provided by law or this contract have the right and option to declare all sums payable hereunder to be immediately due and payable forthwith, and to recover the same by suit. In that event all of the rights of the Buyer in and to the property herein described and sold and purchased, and all of the rights under this contract, shall immediately cease and terminate and all the property herein, together with any improvements placed thereon or added thereto, shall revert to and revest in the Sellers without process of law, and the same, together with all sums and consideration theretofore paid by the Buyer, shall be retained by and belong to the Sellers for the Buyer's failure to perform this contract and as liquidated damages and as rent, and the failure of the Sellers to forfeit this contract by reason of any breach of the Buyer shall not deprive the Sellers of the right to forfeit the same for any subsequent breach thereof, and upon termination of this contract as herein provided, said Buyer covenants and agrees upon demand of the Sellers the said premises and property and every part thereof to quietly and peaceably surrender, and the escrow holder shall deliver said deed, original of this agreement, insurance policies and any other papers deposited herewith to the Sellers upon demand and without further notice to the Buyer.

The parties to this contract do agree between themselves that any action or proceeding brought to enforce performance under the terms of this contract, or for the default thereof, shall be directed only toward the recovery of the property herein, and no other property of the Buyer shall be obligated by a default hereunder.

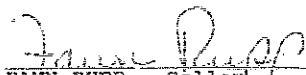
ELEVENTH: BINDING ON HEIRS: This contract shall be binding upon the heirs, executors, administrators and assigns of the parties hereto.

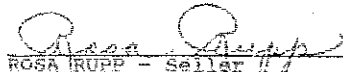
TWELFTH: INSPECTION OF PREMISES: The Buyer hereby acknowledges that at the time he initially took the property in 1986, he made an individual inspection of the property, and was fully aware of the condition, and was not relying upon any representation made by the Sellers as to the premises or the condition of the property at that time. The Buyer further acknowledges that he was familiar with the A.S.C.S. maps for these premises and the production records and all related documents.

THIRTEENTH: ATTORNEY'S FEE ON DEFAULT: In the event that it shall become necessary for the Sellers to institute suit or action to enforce this agreement, or to regain possession of the property, the Buyer herein agrees to a reasonable sum as attorney's fees as shall be proper under the circumstances.

FOURTEENTH: As to the property above described, in the event the Buyer shall choose to sell any timber from the premises, all net stumpage payments shall be applied to the contract balance herein set forth to reduce the balance to the Sellers. However, in the event of any prepayment by virtue of timber production, the next regularly scheduled annual payment shall, nonetheless, be due in a timely fashion.

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


FAWN RUPP - Seller

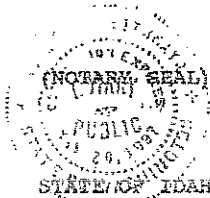

ROSA RUPP - Seller


JIM RUPP - Buyer

STATE OF Washington)
County of Franklin) SS

On this 7th day of July, 1993, before me, a Notary Public, in and for said County and State, personally appeared FAWN RUPP and ROSA RUPP, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and they acknowledged to me that they freely executed the same.

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

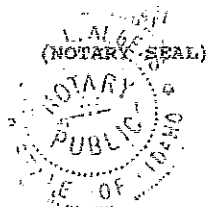


Regina L. Richardson
Notary Public for the State of Wash.
Residing at Passo, therein.
My Commission expires 5-20-1994

STATE OF IDAHO)
County of Idaho) SS

On this 25th day of March, 1993, before me, a Notary Public, in and for said County and State, personally appeared JIM RUPP a single person, known to me to be the person whose name is subscribed to the within instrument, and he acknowledged to me that he freely executed the same.

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



D. Ann J. Allen
Notary Public for the State of Idaho,
Residing at Idaho, therein.
My Commission expires 12-23-94

AMENDED ESCROW CONTRACT

9

STATE OF IDAHO	
County of Idaho	
Recorded at request of	
<u>Jim Rupp</u>	
at <u>4:50</u> minutes past <u>11</u> o'clock <u>A.</u> M.	
this <u>25</u> day of <u>May</u> , 19 <u>94</u>	
ROSE E. GEHRING	
By <u>Edith L. Anderson</u>	Recorded
Fee \$ <u>37.50</u>	Esquary

m/HCO1 Box 1
Jules, Id 83542

EXHIBIT "A"

All in Township 25 North, Range 1 East of the
Boise Meridian, Idaho County, Idaho:

Lots 2, 3, 4, 5, 6, 7, and the South Half of
the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$), the North Half
of the Southwest Quarter of the Northeast Quarter
(N $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$), the Northwest Quarter of the Southeast
Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$), and the West Half of the Southwest
Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$), in Section 1; and

Lot 2, the Southeast Quarter of the Northeast
Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$), the Northeast Quarter of the
Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) and the Southeast
Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$), in
Section 2; and

Lot 9, the Northeast Quarter of the Northeast
Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$), and the South Half of the
Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$), in Section 11; and

Lots 1, 2, 3, and the Northeast Quarter of the
Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$), the South Half of
the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$), the Northwest Quarter
of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$), the South Half
of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$), the Northeast
Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) and the
Southeast Quarter (SE $\frac{1}{4}$) in Section 12; and

Lots 4 and 5, except for portion west of U.S.
Highway 95 right-of-way, in Section 14, all in
Township 25 North, Range 1 East of the Boise Meridian,
Idaho County, Idaho.

I, Rose Gehring, Idaho County Recorder, do
hereby certify that the foregoing is a true and
correct copy of the original instrument on file in
my office.

Instrument No 374096

WITNESS my hand and official seal this
5 day of November, 2007

By Sandy Joins Deputy

11/05/07

PMO100 - PARCEL MASTER INQUIRY

15:39:53

PARCEL: RP 25N01E130010 A

F9=MS

F19=SP

F23=AG

RUPP, JIM ETUX
**TREND - T25N R1E SEC 13 640.00 AC
ALL SECTION

YOPT

10649 HIGHWAY 95 SOUTH

LUCILE ID 83542

ProVal Area Number 1

CODE AREA 9-0000 OWNER CD

PARC TYPE LOC CODE

EFFDATE 1011983 EXPDATE

PREV PARCEL

X for parcel		comments		VALUE	HO MRKT	HO EXMP	CB MRKT	OTHER
CAT	RY	QUANTITY	UN					
5	2006	620000	AC	14880				
7	2006	20000	AC	963				

TOTALS

640000

15843

ENTER NEXT PARCEL NUMBER RP A

FKeys: F2=TX F3=Exit F5=SS F6=NM F7=LG
F8=CT F13=TM F18=HS F20=Srch F22=EU

374096

Subcase 79-14204
Crawford eK

July 1911

Crawford

11/05/07

PMO100 - PARCEL MASTER INQUIRY

15:39:44

PARCEL: RP 25N01E120010 A

F9=MS

F17=DD F19=SP

F23=AG

RUPP, WILLIAM FAWN ETUX
% RUPP, JIM **TREND - T25N R1E SEC 12 520.37 AC
NE4NE4, LOTS 1, 2, 3, S2NE4
NW4NW4, S2NW4, NE4SW4, SE4
ProVal Area Number 1

10649 HIGHWAY 95 SOUTH

CODE AREA 9-0000 OWNER CD

PARC TYPE LOC CODE

EFFDATE 1011983 EXPDATE

PREV PARCEL

LUCILE ID 83542

X for parcel comments

CAT	RY	QUANTITY	UN	VALUE	HO MRKT	HO EXMP	CB MRKT	OTHER
5	2006	520370	AC	12490				

TOTALS

520370

12490

ENTER NEXT PARCEL NUMBER RP A

FKeys: F2=TX F3=Exit F5=SS F6=NM F7=LG
F8=CT F13=TM F18=HS F20=Srch F22=EU

374096

Crawford

11/05/07

PMO100 - PARCEL MASTER INQUIRY

15:39:38

PARCEL: RP 25N01E110010 A

F9=MS

F17=DD

F23=AG

LEGAL DESCRIPTION

RUPP, WILLIAM FAWN ETUX
% RUPP, JIM *

*TREND - T25N R1E SEC 11 151.00 AC
NE4NE4, S2NE4, LOT 9
LESS RD

10649 HIGHWAY 95 SOUTH

ProVal Area Number 1

CODE AREA 9-0000 OWNER CD

PARC TYPE LOC CODE

EFFDATE 1011983 EXPDATE

PREV PARCEL

LUCILE ID 83542

X for parcel comments

CAT	RY	QUANTITY	UN	VALUE	HO	MRKT	HO	EXMP	CB	MRKT	OTHER
5	2006	151000	AC	3620							

TOTALS

151000

3620

ENTER NEXT PARCEL NUMBER RP A

FKeys: F2=TX F3=Exit F5=SS F6=NM F7=LG
F8=CT F13=TM F18=HS F20=Srch F22=EU

374096

Carles

11/05/07

PMO100 - PARCEL MASTER INQUIRY

15:39:48

PARCEL: RP 25N01E141810 A

F9=MS

F17=DD

F23=AG F24=LD

RUPP, WILLIAM FAWN ETUX
% RUPP, JIM *

*TREND

LEGAL DESCRIPTION

T25N R1E SEC 14 54.29 AC

LOTS 4, 5

LESS TAX # 30, 31, 37

+

ProVal Area Number 1

CODE AREA 9-0000 OWNER CD

PARC TYPE LOC CODE

EFFDATE 1011983 EXPDATE

PREV PARCEL

10649 HIGHWAY 95 SOUTH

LUCILE ID 83542

X for parcel comments

CAT	RY	QUANTITY	UN	VALUE	HO MRKT	HO EXMP	CB MRKT	OTHER
5	2006	54290	AC	1300				

TOTALS

54290

1300

ENTER NEXT PARCEL NUMBER RP A

FKeys: F2=TX F3=Exit F5=SS F6=Nm F7=LG
F8=CT F13=TM F18=HS F20=SrcH F22=EU

374096

July 17, 1911
Carter

11/05/07

PMO100 - PARCEL MASTER INQUIRY

15:39:34

PARCEL: RP 25N01E020020 A

F9=MS

F17=DD F19=SP

F23=AG

LEGAL DESCRIPTION

RUPP, WILLIAM FAWN ETUX
% RUPP, JIM **TREND - T25N R1E SEC 2 138.38 AC
LOT 2, SE4NE4, NE4SE4,
SE4SE4

ProVal Area Number 1

10649 HIGHWAY 95 SOUTH

CODE AREA 9-0000 OWNER CD

PARC TYPE LOC CODE

EFFDATE 1011987 EXPDATE

PREV PARCEL

LUCILE ID 83542

X for parcel comments

CAT	RY	QUANTITY	UN	VALUE	HO MRKT	HO EXMP	CB MRKT	OTHER
5	2006	138380	AC	3320				

TOTALS

138380

3320

ENTER NEXT PARCEL NUMBER RP A

FKeys: F2=TX F3=Exit F5=SS F6=NM F7=LG
F8=CT F13=TM F18=HS F20=Srch F22=EU

374096

July 1, 1920
56

11/05/07

PMO100 - PARCEL MASTER INQUIRY

15:39:28

PARCEL: RP 25N01E010610 A

F9=MS

F17=DD F19=SP

F23=AG

RUPP, WILLIAM FAWN ETUX
% RUPP, JIM *

*TREND

YOPT

LEGAL DESCRIPTION

T25N R1E SEC 1 351.34 AC

LOTS 2, 3, 4, 5, 6, 7

N2SW4NE4, S2NW4, W2SW4, +

ProVal Area Number 1

CODE AREA 9-0000 OWNER CD

PARC TYPE LOC CODE

EFFDATE 1011983 EXPDATE

PREV PARCEL

10649 HIGHWAY 95 SOUTH

LUCILE ID 83542

X for parcel comments

CAT	RY	QUANTITY	UN	VALUE	HO MRKT	HO EXMP	CB MRKT	OTHER
5	2006	271340	AC	6510				
7	2006	80000	AC	3851				

TOTALS

351340

10361

ENTER NEXT PARCEL NUMBER RP A

FKeys: F2=TX F3=Exit F5=SS F6=Nm F7=LG
F8=CT F13=TM F18=HS F20=SrcH F22=EU

374096

SG