

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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: **A72-00106H**
Date Received: 3/ 3/1998
Receipt No: S020926
Received By: _____

**COPY FOR
YOUR FILES**

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

**COPY FOR
YOUR FILES**

1. Name: FIRSTFRUITS FOUNDATION 208-879-2729
Address: PO BOX 1190
CHALLIS ID 83226

2. Date of Priority: MAY 15, 1890

3. Source: GARDEN CREEK Trib. to: SALMON RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
13N	18E	2	SW	NE	NW	3	CUSTER

5. Description of diverting works:
ROCK DIVERSION, HEADGATE, 3' DITCH

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/15	10/15	0.040		

7. Total Quantity Appropriated is:
0.040 C.F.S. (and/or) A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
LIVESTOCK, 2 RANGE CATTLE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
14N	18E	35	SW	SE		IRR	4.0

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	4.0
					Total Acres	4.0

11. Place of use in counties: CUSTER

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
NONE

14. Remarks:
1/13/99 TF; OWNERSHIP CHANGED DEWEY TO FIRSTFRUITS FOUNDATION
PER 1409(6) AND TITLE INSURANCE POLICY REC'D 1/5/99.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: 5/19/1914

ADAMS, ET. AL.

Decree Plaintiff

VANDERVOORT, ET. AL.

vs Decree Defendant

AJ0749NP
No. R72-00106H

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

DATE: 01/13/99
PAGE: 2

=====

Dates:	Exam Made Date:	Verified Date:	Objection Filed Date:
Misc:	Water District Number: 72B	Field Inspection Flag: Presumption Flag:	

=====

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

RECEIVED
JAN 05 1999
Department of Water Resources
Southern Region

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s).: 72-00106H
Adjudication Claim No(s).: _____
2. The following REQUIRED information must be submitted with this form:
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant: GARY & RUTH ANN DEWEY
71 N 100 W, JEROME, ID 83338
4. New Owner/Claimant(s): Firstfruits Foundation
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
New Mailing Address: PO Box 1190
City, State and ZIP Code: Challis, ID 83226
New Telephone Number: (208) 879-2729 or 879-2888
5. Date you acquired the property: _____
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
Number of acres you irrigate _____ Number and type of stock _____
Diversion rate in CFS _____ Number of homes _____ Other uses _____
If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner or Claimant(s): Debra E. James cotrustee
Chubasco & James cotrustees for Firstfruits Foundation
PO Box 1190, Challis, ID 83226
(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims..

RECEIVED

JAN 05 1999

Department of Water Resources
Southern Region

THIRD AMENDMENT TO TRUST AGREEMENT

OF

FIRSTFRUITS FOUNDATION

*Apulhous and Co
Signatory*

WHEREAS, on the 29th day of September, 1986, CHRISTOPHER W. JAMES, as Settlor, did execute a Trust Agreement for FIRSTFRUITS FOUNDATION. Pursuant to Item #9, entitled Successor Trustee, CHRISTOPHER W. JAMES reserved the right to designate a Successor Trustee from time to time; and

WHEREAS, CHRISTOPHER W. JAMES, as Settlor, has made such amendments in the past on April 24, 1987, and August 31, 1992; and

WHEREAS, Settlor does now desire again to amend Item #9 of said Trust Agreement to indicate who will act as Successor Trustees under this Trust Agreement;

NOW, THEREFORE, the Grantor does hereby amend the Trust Agreement, to read as follows:

Item #9: The said Trust Agreement is amended to provide that the Successor Co-Trustees of this Trust Agreement shall be Dr. Robert C. Compton of Boise, Idaho, Reverend Warren Abrams, of Pocatello, Idaho and Reverend Nicholas Pool of Challis, Idaho. The Successor Co-Trustees named herein shall assume the capacity as Co-Trustee only in the event of incapacity, death or voluntary resignation of both of the existing Co-Trustees of this Trust Agreement, CHRISTOPHER W. JAMES and DEBRA E. JAMES.

The foregoing instrument comprises the entire Third Amendment to the Trust Agreement of FIRSTFRUITS FOUNDATION, dated September 29, 1986, and the Settlor does hereby ratify and affirm the remainder of said Trust Agreement.

IN WITNESS WHEREOF, the Settlor has hereunto set his hand and seal this 24th day of December, 1997.

WITNESSES:

Allyson Adelman
Sign

Christopher W. James (SEAL)
CHRISTOPHER W. JAMES, Settlor
and Trustee

Allyson Adelman
Print

[Signature]
Sign

Debra E. James (SEAL)
DEBRA E. JAMES, Trustee

J. Gerard Correa
Print

P.O. Box 1190
Challis, Idaho 83226

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 24th day of December, 1997, by CHRISTOPHER W. JAMES and DEBRA E. JAMES who are personally known to me or who have produced driver's licenses as identification and who did take an oath.

NOTARY PUBLIC

[Signature]
Sign
J. Gerard Correa
Print

State of Florida at Large
My commission expires:

Form No. 1402.92
(10/17/82)
ALTA Owner's Policy



POLICY OF TITLE INSURANCE



ISSUED BY

First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the Insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.



CUSTER COUNTY TITLE, INC.
8th & Main
P.O. Box 370
Challis, ID 83226
(208) 879-4424
Fax: (208) 879-5249
Agent for:

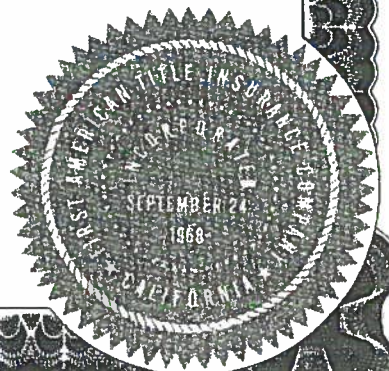
First American Title Insurance Company

First American Title Insurance Company

BY *Parker S. Kennedy* PRESIDENT

ATTEST *Mark R. Ginnery* SECRETARY
COUNTERSIGNED BY: *Patsey Bunde*

J 531101



SCHEDULE A

Order No. 9838

Policy No. J 531101

Amount of Insurance: \$33,200.00

Premium \$286.50

Date of Policy: May 7, 1998 2:55 P.M.

1. Name of Insured:

FIRSTFRUITS FOUNDATION, Christopher James and Debra James, Co-Trustees

2. The estate or interest in the land which is covered by this policy is:

A FEE SIMPLE

3. Title to the estate or interest in the land is vested in:

FIRSTFRUITS FOUNDATION, Christopher James and Debra James, Co-Trustees

4. The land referred to in this policy is described as follows:

See attached Schedule C

SCHEDULE B

Order No. 9838

Policy No. J 531101

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

PART I

SECTION 1

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; © water rights, claims or title to water whether or not the matters excepted under (a), (b), or © are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. General taxes for the year 1998, which are a lien, payable on or before December 20 of said year.
8. Lack of a right of access to and from the land. Right of access to and from the land, if any, is not established of record and assurance of such right of access is excluded from coverage.

SCHEDULE B - Continued

Order No. 9838

Policy No. J 531101

9. Deed of Trust dated January 30, 1998, executed by Gary A. Dewey, husband and wife, to Alliance Title and Escrow Corporation, Trustee for Farm Bureau Finance Company, Beneficiary, securing the payment of \$20,089.00 and interest, recorded February 9, 1998, as instrument No. 215148, records of Custer County, Idaho.

SCHEDULE C

Order No. 9838

Policy No. J 531101

The land referred to in this policy is situated in the State of Idaho, County of Custer and is described as follows:

A fraction of the SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 35, Township 14 North, Range 18 East, Boise Meridian, Custer County, Idaho, described as:

Beginning at the Southwesterly corner of the said SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 35; thence North 119.1 feet; thence North 53°55' East, 262.5 feet; thence South 35°00' East, 334.14 feet to a point on the Southerly boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 35; thence West 403.73 feet to the Point of Beginning,

AND

Commencing at the Southwesterly corner of the said SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 35; thence North along the Westerly boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 35 a distance of 119.1 feet to the Point of Beginning, and the Southwesterly corner of the tract of land herein described; continuing thence North 814.28 feet to a Southwesterly corner of the land described in the Deed to George D. Brack, recorded May 28, 1975, as instrument No. 139317, records of Custer County, Idaho; thence the following 3 courses along the Southerly boundary line of said Brack land;
South 45°00' East, 651.26 feet; thence
South 46°44' West, 111.0 feet; thence
South 45°00' East, 556.82 feet to a point on the Southerly boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 35, which point is also the Southwest corner of said Brack land; thence West along the Southerly boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 35 a distance of 369.62 feet; thence North 35°00' West, 334.14 feet; thence South 53°55' West, 262.5 feet to the Point of Beginning.

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

DATE: November 20, 1998
PAGE: 1

RIGHT NUMBER: 72-00106H

NAME AND ADDRESS: GARY DEWEY
RUTH ANN DEWEY
71 N 100 W
JEROME ID 83338

SOURCE: GARDEN CREEK TRIBUTARY: SALMON RIVER

QUANTITY: 0.04 CFS

PRIORITY-DATE: 05/15/1890

POINT OF DIVERSION T13N R18E S02 LOT 3 (SWNENW) Within CUSTER County

PURPOSE AND

PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	IRRIGATION LIVESTOCK, 2 RANGE CATT	04-01 10-31	0.04 CFS

PLACE OF USE: IRRIGATION Within CUSTER County
 T14N R18E S35 SWSE 3.3
 3.3 ACRES TOTAL

OTHER MATTERS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE FOLLOWING WATER RIGHTS FROM THE FOLLOWING SOURCES OF WATER
IN BASIN 72 SHALL BE ADMINISTERED SEPARATELY FROM ALL OTHER WATER
RIGHTS IN BASIN 72:

WATER RIGHT NO.	SOURCE
NONE	NONE

THE FOLLOWING WATER RIGHTS FROM THE FOLLOWING SOURCES OF WATER
IN BASIN 72 SHALL BE ADMINISTERED SEPARATELY FROM ALL OTHER WATER
RIGHTS IN THE SNAKE RIVER BASIN:

WATER RIGHT NO.	SOURCE
NONE	NONE

ALL WATER RIGHTS WITHIN BASIN 72 ARE FROM CONNECTED SOURCES
OF WATER IN THE SNAKE RIVER BASIN AND SHALL BE ADMINISTERED
CONJUNCTIVELY.

EXPLANATORY MATERIAL:

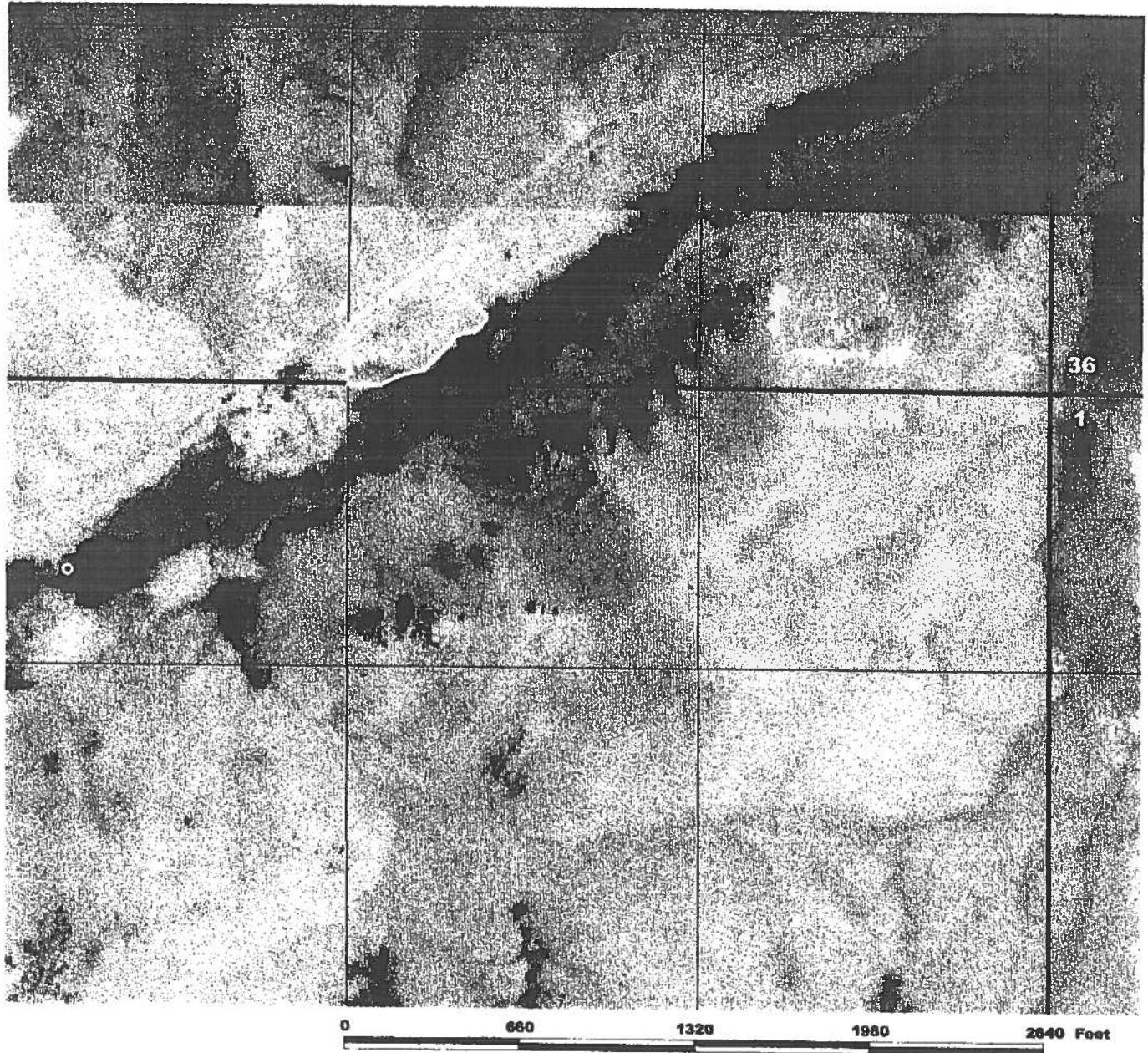
BASIS OF CLAIM - DECREE

RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION
PURSUANT TO SECTION 42-1425, IDAHO CODE.

RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO
SECTION 42-1425, IDAHO CODE.

THE FOLLOWING RIGHTS ARE DIVERTED THROUGH THE POINT OF
DIVERSION DESCRIBED ABOVE: 72-00106C, 72-00106G, 72-00106H,
72-00109G, AND 72-10486B.

72-00106H
SOURCE = GARDEN CREEK



RECOMMENDED PLACE OF USE
TWP 14N RNG 18E, SEC 35
data entry on October 20, 1998



- ⊙ **RECOMMENDED POINT OF DIVERSION**
- ◻ **RECOMMENDED PLACE OF USE**
- ◻ **SECTION LINES**
- ◻ **QUARTER/QUARTER LINES**

GIS PLACE OF USE PRESENTATION
1992 USDA-F AERIAL PHOTOGRAPHY
DATA ENTRY BY KELLY K CHRISTENSEN

WD-133657

DEPARTMENT OF WATER RESOURCES

DATE:

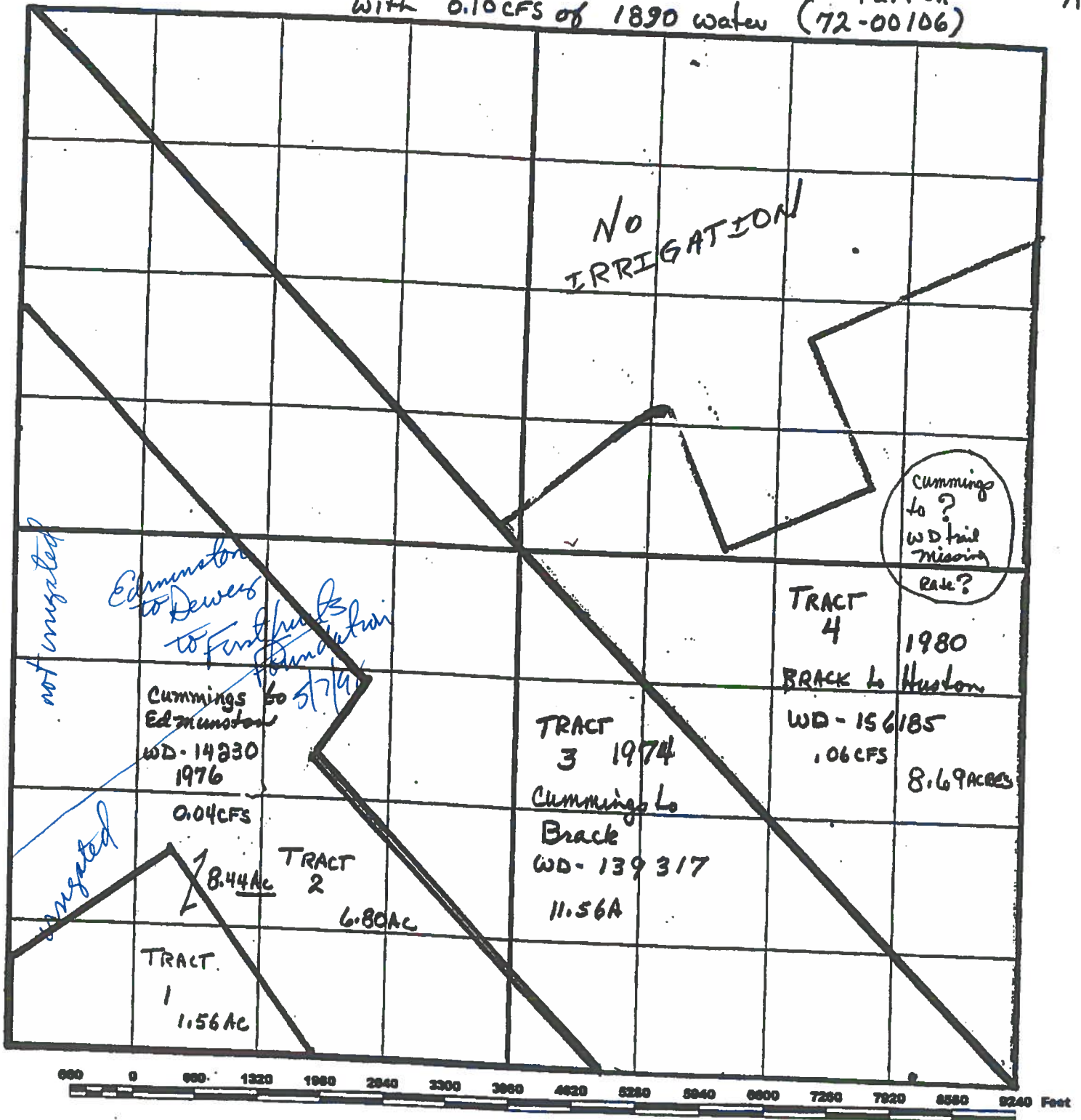
STARK to Cummings
14N, 18E Sec 35 SWSE

1972

10-14-

K

with 0.10 CFS of 1890 water (72-00106) Part of



62.8

30s
year



State of Idaho
DEPARTMENT OF WATER RESOURCES
1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380
Phone: (208) 736-3033 FAX: (208) 736-3037

December 15, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

CHRISTOPHER JAMES
PO BOX 1190
CHALLIS ID 83226

RE: SNAKE RIVER BASIN ADJUDICATION CLAIMS HELD BY
CHRISTOPHER JAMES TRUST AND FIRSTFRUITS FOUNDATION

Dear Christopher

I have enclosed two transfer forms with attachments for your use. If you have any questions concerning those forms please contact this office and ask for an allocations agent. I have also enclosed GIS layouts of your property showing the current recommendations. You can use that map to identify the areas being dried up and the new place of use.

I have also enclosed a change of ownership form and a profile report for the 'Dewey' claim. If you have any questions concerning this claim please contact me. A layout is also included for this property as you indicated that it was probably to be included in the transfer process.

Good luck in the paper trail concerning your developments on your property.

Sincerely

Kelly K Christensen
Senior Water Resource Agent
Enclosures

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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: **A72-00106H**
Date Received: 3/ 3/1998
Receipt No: S020926
Received By: KKC

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name: GARY DEWEY 208-324-6640
Address: 71 N 100 W
JEROME ID 83338

Name: RUTH ANN DEWEY 208-324-6640
Address: 71 N 100 W
JEROME ID 83338

2. Date of Priority: MAY 15, 1890

3. Source: GARDEN CREEK Trib. to: SALMON RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
13N	18E	2	SW	NE	NW	3	CUSTER

5. Description of diverting works:
ROCK DIVERSION, HEADGATE, 3' DITCH

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/15	10/15	0.040		

7. Total Quantity Appropriated is:
0.040 C.F.S. (and/or) A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
LIVESTOCK, 2 RANGE CATTLE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
14N	18E	35	SW	SE		IRR	4.0
Section Acres							4.0
Total Acres							4.0

11. Place of use in counties: CUSTER

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
NONE

14. Remarks:

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: 5/19/1914

ADAMS, ET. AL.

Decree Plaintiff

VANDERVOORT, ET. AL.

vs Decree Defendant

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): Gary Dewey Date: 3-3-98

Date: _____

State of Idaho)
County of Twin Falls) SS.

Subscribed and sworn (or affirmed) before me this 3rd day
of MARCH 19 98

[Signature]
Notary Public

Seal

Residing at Kimberly, ID
My Commission Expires 6/30/2000

RECEIVED

FEB 09 1998

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s):

Adjudication Claim No(s):

2. The following REQUIRED information must be submitted with this form:

A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating you ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.

AND

B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)

OR

C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIA PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant

David W. + Cathryn S. Edmiston
P.O. Box 328 - MORAN, WY 83013

4. New Owner/Claimant(s)

Gary A + Ruth Ann Dewey

Name Connector (Check one): ☒ and, ☐ or, ☐ and/or

New Mailing Address

71 N 100W

City, State and ZIP Code

Jerome, Id. 83338

New Telephone Number

(208) 324-6640

5. Date you acquired the property

1-30-98

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the space below. If necessary, attach additional pages.

Number of acres you irrigate 8.44

Number and type of stock

Diversion rate in CFS Number of homes Other uses

If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner or Claimant(s)

Gary A. Dewey
Ruth Ann Dewey

(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form)

8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims..



REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY



THIS IS A LEGALLY BINDING CONTRACT. BEFORE SIGNING, READ THE ENTIRE DOCUMENT, INCLUDING THE GENERAL PRINTED PROVISIONS AND ATTACHMENTS. IF YOU HAVE ANY QUESTIONS BEFORE SIGNING, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT.

ID# 219736

DATE 1-16-98

1. REAL ESTATE OFFICES:

Listing Agency: Century 21 Realty MLS# 208659200 Selling Agency: Century 21 Realty MLS# 208659200
Listing Agent Name: John A. Hall Phone (office): 208-339-2211 (home): 208-339-2210 Selling Agent Name: John A. Hall Phone (office): 208-339-2211 (home): 208-339-2210

2. BUYER AND LEGAL DESCRIPTION

Buyer and Seller agree to sell the following described real estate hereinafter referred to as "premises" commonly known as Chamberlain Apartments City Idaho Falls County Blaine Idaho. Legal description as Unit 15, 155-15, 2nd Street N, Blaine, Idaho

3. TOTAL PURCHASE PRICE: thirty thousand four hundred and 00/100 DOLLARS
\$ 30,500.00 payable upon the following TERMS AND CONDITIONS (Not including closing costs)

4. FINANCIAL TERMS: (Note: A + C + D + E + F + G should add up to, or be equal to, total purchase price, except for 100% financing.)
A. EARNEST MONEY: BUYER hereby deposits two thousand DOLLARS as Earnest Money evidenced by ☐ cash ☒ personal check ☐ cashier's check ☐ note due ☐ other

BUYER acknowledges (Earnest Money) to be deposited in trust account upon acceptance by all parties and shall be held by John A. Hall for the benefit of the parties herein and (Buyer) shall hold the completely executed Broker's copy of this Agreement.

The responsibility shall be John A. Hall

B. ALL CASH OFFER ☐ YES ☒ NO If this is an all cash offer, do not complete lines 2A through 2C. (If blank with N/A)

C. NEW LOAN PROCEEDS: This Agreement is contingent upon BUYER obtaining: ☐ FHA ☐ VA ☐ CONVENTIONAL ☐ OTHER ☐ OTHER FIRST LOAN of \$ 30,500.00 not including mortgage insurance, with interest

not to exceed 7.5 % for a period of 30 years at ☐ fixed rate ☐ other. BUYER shall pay no more than 2.5 points plus origination fee if any. SELLER shall pay no more than 2.5 points. Any reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally. BUYER shall apply for such loan within 30 business days of SELLER's acceptance. Within 30 business days of SELLER's acceptance BUYER agrees to furnish SELLER with a written loan commitment showing lender approval of credit report, income verification, debt ratio and subject only to satisfactory appraisal and final lender underwriting. If such written commitment is not received by SELLER within the stated time allotted, SELLER may at their option cancel this agreement by notifying BUYER in writing of such cancellation. If the appraisal is required by lender, the property must appraise at not less than purchase price or BUYER's Earnest Money may be returned at BUYER's request.

D. EXISTING LOAN(S): This Agreement is contingent upon ☐ the Assumption of or ☐ Subject to the following loan(s):
if only ☐ FIRST LOAN of approximately \$ 30,500.00 payable at \$ 0.00 (including PI) per month, with

interest currently at 7.5 % ☐ fixed rate ☐ other. Assumption Fee if any, not to exceed 0.00

☐ SECOND LOAN of approximately \$ 0.00 payable at \$ 0.00 (including PI) per month, with interest currently at 0.00 % ☐ fixed rate ☐ other. Assumption Fee, if any, not to exceed 0.00. SELLER shall within 30 business days of acceptance provide BUYER with copies assumed or taken subject to. Within 30 business days of receipt thereof BUYER shall in writing notify SELLER of his/her approval or disapproval of such terms of the aforementioned documents. SELLER shall furnish BUYER a current loan information statement (of the above loan(s)) within 30 business days of acceptance. In the event of Assumption, BUYER shall use his/her best efforts to obtain the consent of the lender of record to assume the above loan(s) within 30 business days of acceptance, or waive this condition in writing. All charges related to such assumption shall be paid by the ☐ BUYER ☐ SELLER ☐ Shared Equally.

☐ ASSUMPTION OF PAYABLE loan with Release of Liability: BUYER shall assume SELLER's potential indebtedness liability to the U.S. Government for the repayment of the loan. BUYER is also qualified and ☐ will or ☐ will not reimburse SELLER's liability.

E. SELLER TO CARRY: ☐ FIRST LOAN ☐ SECOND LOAN ☐ OTHER LOAN

BUYER to purchase ☐ a Contract for Deed or ☐ a note secured by ☐ Deed of Trust or ☐ Mortgage on the property, in favor of SELLER for the balance of \$ 30,500.00 payable at \$ 0.00 per month, including interest at 0.00 % per annum for 30 years and with the entire balance due 30 years from date of note or contract for deed.

The entire balance of loan is due and payable upon sale or transfer of property: ☐ YES ☐ NO.

FINANCIAL STATEMENT: Within 30 business days of acceptance, BUYER shall furnish SELLER ☐ a current financial statement ☐ credit report or ☐ both for the sole purpose of credit approval, which approval shall not be unreasonably withheld. BUYER authorizes SELLER to engage the services of a reputable credit reporting agency for this purpose at BUYER's expense and SELLER shall notify BUYER within 30 business days of receipt of financial statement and/or credit report, of approval or disapproval of BUYER's credit in writing.

F. ADDITIONAL FINANCIAL TERMS:

☐ Additional financial terms are specified under the heading "ADDITIONAL TERMS AND CONDITIONS" (Section 9)

☐ Additional financial terms are contained in an addendum of same date, attached hereto, signed by both parties.

30,500.00

G. APPROXIMATE FUNDS DUE AT CLOSING: Cash at closing, not including closing costs, to be paid by BUYER or closing in GOOD FUNDS which includes: cash, electronic transfer funds, certified check or cashier's check. Any net difference between the approximate balance of the loans shown above, which are to be assumed or taken subject to, and the actual balances of said loans at closing of escrow shall be adjusted in ☐ Cash ☒ Other Cashier's check

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 1 of 4 Pages.

BUYER's initials: John A. Hall SELLER's initials: John A. Hall

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1.1.21 EFFECTIVE DATE JULY 1, 1996

BROKER'S COPY

PROPERTY ADDRESS:

FINANCIAL TERMS: (CONTINUED)

H. OCCUPANCY: BUYER ☒ does ☐ does not intend to occupy property as BUYER'S primary residence

I, PHA/VA, if applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the property described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/PHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the property of not less than the sales price as stated in the contract. BUYER shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the property. BUYER should satisfy himself that the price and condition of the property are acceptable. It is agreed that any item included in section 8 is of nominal value less than \$100.

ADDITIONAL TERMS AND/OR CONDITIONS:

1. Request survey of property by seller
2. Challenge on easements

ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the property are INCLUDED in the PURCHASE PRICE (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all attached floor coverings, attached television antennas, satellite dish and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, built-in and "drop-in" ranges (but excluding all other ranges), fuel tanks and irrigation fixtures and equipment, and any and all, if any, water and water rights, and any and all, if any, ditches and ditch rights that are appurtenant thereto that are now on or used in connection with the premises and shall be included in the sale unless otherwise provided herein. The following additional items are specifically:

A. INCLUDED IN THIS SALE:

any water rights

B. EXCLUDED IN THIS SALE:

WA

SELLER'S PROPERTY DISCLOSURE FORM: If required by Title 55, Chapter 25 Idaho Code SELLER shall within ten (10) days after execution of this Agreement provide to BUYER "SELLER's Property Disclosure Form" or other acceptable form. BUYER shall receive the "SELLER's Property Disclosure Form" or other acceptable form prior to signing the Agreement. ☐ Yes ☐ No ☒ N/A

LEAD PAINT DISCLOSURE: The subject property ☐ is ☒ is not defined as "Target Housing" regarding lead-based paint or lead-based paint hazards. If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard information pamphlet. (b) Receipt of Seller's Disclosure of Information and Acknowledgment Form and have been provided with all records, test reports or other information, if any, related to the presence of lead-based paint hazards on said property. (c) That the contract is contingent upon any right to have the property tested for lead-based paint hazards to be completed no later than:

the contingency will terminate. (d) That BUYER hereby ☒ waives ☐ does not waive this right. (e) That, if test results show unacceptable amounts of lead-based paint on the premises, BUYER has the right to cancel the contract subject to the option of the SELLER (to be given in writing) to elect to remove the lead-based paint and correct the problem which must be accomplished before closing. (f) That, if the contract is canceled under this clause, BUYER'S earnest money deposit will be returned to BUYER.

TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or federal deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects, which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings, which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination of this contract, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are received by the holder of the Earnest Money and things of value, Broker or closing agency shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall receive court costs and reasonable attorney's fees.

COVENANTS, CONDITIONS AND RESTRICTIONS (C.C.&R.'S): BUYER is responsible to obtain and review a copy of the C.C.&R.'s (if applicable). BUYER has reviewed C.C.&R.'s. ☐ Yes ☐ No ☒ Not Applicable (N/A)

SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, By-Laws and rules and regulations of the Association. BUYER is further aware that the Property may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed Homeowner's Association Documents. ☐ Yes ☒ No ☐ Not Applicable (N/A)

Association fees/dues are \$ 200 per

RISK OF LOSS: Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the premises be materially damaged by fire or other destructive causes prior to closing, this Agreement shall be voidable at the option of BUYER.

BUSINESS DAY: Monday through Friday, excluding Saturday and Sunday and excluding holidays as defined in Idaho Code Section 57-5302

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 2 of 4 Pages

BUYER'S Initials (B.P. H. R.O.) SELLER'S Initials (J. R. C. S. E.)

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REZ1 EFFECTIVE DATE JULY 1, 1998

BROKER'S COPY

PROPERTY ADDRESS: Edmonton Property - Arden Creek #0-219736

16. **INSPECTION:** BUYER chooses ☐ to have inspection ☒ to have inspection. BUYER shall have the right to conduct inspection investigations, tests, surveys and other studies at BUYER'S expense. If BUYER chooses not to have inspection during 178 to 181, BUYER shall, within business day(s) complete these inspections and give to SELLER written notice of items disapproved of. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire property. BUYER'S acceptance of the condition of the property is a contingency of this Agreement.

SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1. If BUYER does not within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.
2. If BUYER does within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall provide to SELLER pertinent sections of written home inspection. SELLER shall have business day(s) in which to respond in writing.
3. If SELLER does not respond within the strict time period specified, BUYER shall have business day(s) after receipt of SELLER'S response, or after the expiration of the time for SELLER to respond, whichever occurs first, to cancel this Agreement in writing.
4. If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.

SELLER shall make the property available for all inspections. BUYER shall keep the property free and clear of liens, judgments and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER, unless required by local law.

17. **FINAL VERIFICATION OF CONDITION:** BUYER shall have the right to make a final inspection of the property approximately business day(s) prior to close of escrow, not as a contingency of the sale, but solely to confirm that: (a) repairs have been completed as agreed in writing by BUYER and SELLER; (b) SELLER has complied with SELLER'S other obligations; and (c) the property is otherwise in substantially the same condition as on the date of acceptance of the offer, unless otherwise agreed in writing.

18. **COSTS PAID BY:** Costs in addition to those listed below may be incurred by BUYER and SELLER unless otherwise agreed herein or provided by law or required by lender, or otherwise herein. The below costs will be paid as indicated. Some costs are subject to loan program requirements. SELLER agrees to pay a maximum of \$ for lender/approver inspection required costs.

	BUYER	SELLER	Shared Equally	Not Applicable		BUYER	SELLER	Shared Equally	Not Applicable
Appraisal Fee				☒	Title Ins. Lender's Extended ALTA				☒
Closing Escrow Fee			☒		Title Ins. Owner's Extended Policy				☒
Contract Preparation			☒		Title Ins. Standard Policy		☒		
Document Preparation			☒		Septic Inspection				☒
Home Certification Fee			☒		Best Pumping				☒
Flood Tracking Fee			☒		Survey	☒			
Loan Assumption Fee			☒		Well Inspection				☒
Tax Service Fee			☒						

19. TITLE INSURANCE:

(A) **TITLE COMMITMENT:** Prior to closing the transaction, ☒ SELLER or ☐ BUYER shall furnish to BUYER a commitment of a title insurance policy showing the condition of the title to said premises. BUYER shall have 15 business day(s) from receipt of the commitment or until twenty-four (24) hours prior to closing, whichever is the less, within which to object in writing to the condition of the title as set forth in the commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said premises is not marketable or cannot be made so within 15 business day(s) after notice containing a written statement of defect is delivered to SELLER, BUYER'S Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

(B) **STANDARD TITLE POLICY:** SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER.

(C) **LENDER'S ADDITION (ALTA POLICY):** The lender will require that BUYER (Borrower) furnish an Extended Coverage Lenders Addition (ALTA) Policy. This extended coverage lenders policy will cover those claims against the property that may have become legal obligations before the purchase of the home and yet may not be of public record until after the purchase.

(D) **EXTENDED COVERAGE TITLE POLICY:** A standard policy of title insurance does not cover certain potential problems or risks such as liens (i.e. a legal claim against premises for payment of some debt or obligation), boundary disputes, claims of easement and other matters of claims if they are not of public record at time of closing. However, under Idaho law, such potential claims against the premises may have become legal obligations before the purchase of the home and yet may not be of public record until after the purchase. It is recommended that BUYER talk to a title insurance company about which offers in the way of extended coverage. Extended Coverage Title Policy requested.

☐ Yes ☒ No Additional premium paid by ☒ BUYER ☐ SELLER

(E) The parties agree that Credit Company Title Company shall provide title policy and preliminary report of commitment.

20. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one and the same instrument.

21. **ENTIRE AGREEMENT:** This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties respecting such matters. No warranties, including, without limitation, any warranty of habitability, agreements or representations not expressly set forth herein shall be binding upon either party.

22. **FACSIMILE TRANSMISSION:** Facsimile transmission of any signed original document, and transmission of any signed facsimile transmission shall be the same as delivery of an original. At the request of either party or the Closing Agency, the parties will confirm facsimile transmitted signatures by signing an original document.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 3 of 6 Pages.

BUYER'S Initials: ED AA SELLER'S Initials: DW CS

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RE 21 EFFECTIVE DATE JULY 1 1998

BROKER'S COPY

PROPERTY ADDRESS

Edmonston Property

ID# 219236

23. **DEFAULT:** If BUYER defaults in the performance of this Agreement, SELLER has the option (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1) SELLER shall make demand upon the holder of the Earnest Money upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER's Broker, provided that the amount to be paid to SELLER's Broker shall not exceed the Broker's agreed to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. If SELLER elects to proceed under (2) the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter.

If SELLER defaults having approved said sale and fails to consummate the same as herein agreed, BUYER's Earnest Money deposit shall be returned to BUYER and SELLER shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

24. **SALES PRICE INFORMATION:** The parties to this Agreement acknowledge that sales price information compiled as a result of this Agreement may be provided to the County Assessor's Office by either party or by either party's Broker.

25. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.**

26. **ACCEPTANCE:** BUYER's offer is made subject to the acceptance of SELLER on or before (Date) 1-16-98 and (Time) 6:00pm. If SELLER does not accept this Agreement within the time specified, the entire Earnest Money shall be refunded to BUYER on demand.

27. **CLOSING:** On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to complete the transaction. The closing date shall be no later than Jan 20, 1998.

The parties agree that the "closing agency" for this transaction shall be Culter County Title.

If a long-term escrow / collection is involved, then the long-term escrow holder shall be _____.

Long term escrow fees/costs to be paid by ☐ BUYER ☐ SELLER ☐ Shared Equally

28. **POSSESSION:** BUYER shall be entitled to possession ☒ upon closing or ☐ other _____. "Closing" means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER. Property taxes and water assessments (using the last available assessment as a base), rents, interest and reserves, liens, encumbrances or obligations assumed and liabilities shall be prorated as of _____. BUYER shall pay for fuel in tank, amount to be determined by the supplier at SELLER's expense.

29. **SPECIAL CONSIDERATIONS AND CONTINGENCIES:** This Agreement is made subject to the following special considerations and/or contingencies which must be satisfied prior to closing: Contingent on financing and title

Property

30. REPRESENTATION CONFIRMATION:

In this transaction, the broker(s) involved had the following relationship(s) with the BUYER ("agent" or "nonagent" or "limited dual agent")

Listing broker acted as (s/n) Limited dual agent for the BUYER

Selling broker acted as (s/n) Limited dual agent for the BUYER

In this transaction, the broker(s) involved had the following relationship(s) with the SELLER ("agent" or "nonagent" or "limited dual agent")

Listing broker acted as (s/n) Limited dual agent for the SELLER

Selling broker acted as (s/n) Limited dual agent for the SELLER.

Each party signing this document confirms that he or she has received, read and understood the Agency Disclosure Brochure and has elected the relationship confirmed above. In addition, each party confirms that the broker's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE OR SHE IS A 'CUSTOMER' AND IS NOT REPRESENTED BY A BROKER UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

31. BUYER'S SIGNATURES

☐ SEE ATTACHED BUYER'S ADDENDUM(S) (Specify number of BUYER addendum(s) attached.)

BUYER Signature <u>Garvy A. Dewey</u>	BUYER Signature <u>Richard Dewey</u>
BUYER (Print Name) <u>Garvy A. Dewey</u>	BUYER (Print Name) <u>Richard Dewey</u>
Date <u>1-18-98</u> Time <u>1:00 PM</u> Phone # <u>202-384-6648</u>	Date _____ Time _____ Phone # _____
Address <u>7714 100th</u>	Address _____
City <u>Jerome</u> State <u>Id</u> Zip <u>83328</u>	City _____ State _____ Zip _____

32. SELLER'S SIGNATURES:

On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER. I/We further acknowledge receipt of a true copy of this Agreement signed by both parties.

☐ SIGNATURE(S) SUBJECT TO COUNTER OFFER ☐ SEE ATTACHED SELLER ADDENDUM

☐ SEE ATTACHED SELLER'S RIGHT TO CONTINUE TO MARKET PREMISES ☐ SEE ATTACHED COUNTER OFFER(S)

SELLER Signature <u>David W. Edmonston</u>	SELLER Signature <u>Cathy S. Edmonston</u>
SELLER (Print Name) <u>DAVID W. EDMONSTON</u>	SELLER (Print Name) <u>Cathy S. Edmonston</u>
Date <u>1-22-98</u> Time <u>11:30 AM</u> Phone # <u>307-333-4588</u>	Date <u>1-22-98</u> Time <u>7:20 PM</u> Phone # <u>(307) 333-4588</u>
Address <u>Box 328</u>	Address <u>Box 328</u>
City <u>MOHAN</u> State <u>WY</u> Zip <u>83013</u>	City <u>MOHAN</u> State <u>WY</u> Zip <u>83013</u>

33. BUYER'S ACKNOWLEDGMENT OF RECEIPT OF FINAL COPY BEARING ALL SIGNATURES:

A true copy of the foregoing Agreement, signed by the SELLER and containing the full and complete description of the premises is hereby received on this _____ day of _____, 19____.

BUYER _____ BUYER _____

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 4 of 4 Pages.

BUYER'S INITIALS (Gar) (Richard) SELLER'S INITIALS (DW) (CS)

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RE 21 EFFECTIVE DATE JULY 1, 1996

BROKER'S COPY

EXHIBIT A

Together with all ditch and ditch rights and water and water rights to the extent of two miners inches of 1890 decreed water of Garden Creek, a tributary of Salmon River, Custer County, Idaho, and nothing further described herein.

STATE OF IDAHO

COUNTY OF CUSTER

No. 142636

This instrument was filed for record

at the request of Samuel W. Edmistonat 11:34 o'clock A.M. April 23 1976

and duly filed and indexed in the

Records of Custer County Idaho.

Theresa Seelbach

Ex-Officio Recorder.

By Robert A. Seelbach DeputyFees Shelley

Return to

S. W. Edmiston

Way Out West Realty

T-75-48
re-written)

David W. & Cathryn S. Edmiston 142030
8.44 Ac.

Parcel #1 Fr. SW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 35, T14 R18

Beginning at the SW $\frac{1}{4}$ ly corner of the said SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 35, run thence N. 119.1 ft; thence N. 53° 55'E. 262.5 ft; thence S. 35° 00'E 334.14 ft. to a point on the S $\frac{1}{4}$ ly boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 35; thence W. 403.73 ft. to the POB. Containing 1.56 Ac.

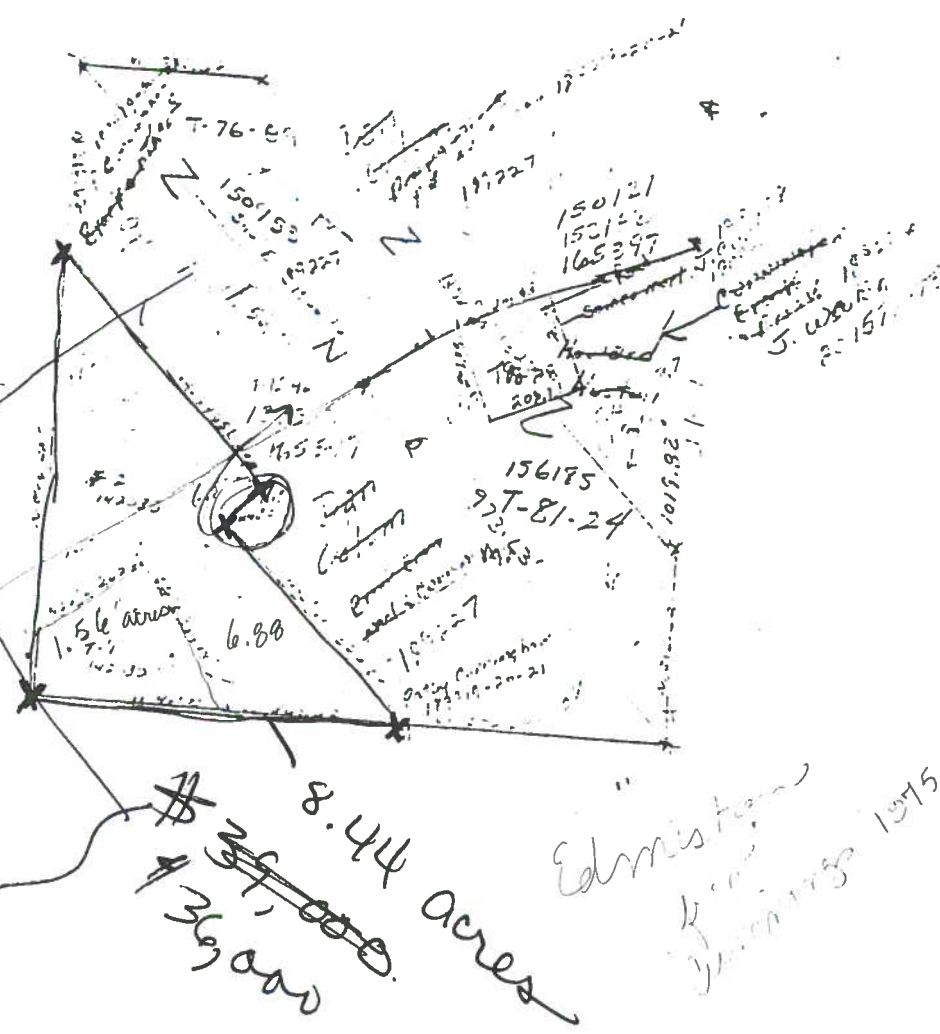
PARCEL # 2

Commencing at the SW $\frac{1}{4}$ ly corner of said SW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 35; run thence N. along the W $\frac{1}{4}$ ly boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 35 a distance of 119.1 ft. to the POB and the SW $\frac{1}{4}$ ly corner of tract of land herein described; continuing thence N. 814.28 ft; thence S. 45° 00'E. 651.26 ft; thence S. 46° 44'W. 111.0 ft; thence S. 45° 00'E 556.82 ft. to a point on the S $\frac{1}{4}$ ly bndry. of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 35; thence W. along the S $\frac{1}{4}$ ly bndry of SW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 35, 369.62 ft; thence N. 35° 00'W 334.14 ft; thence S. 53°55'W. 262.5 ft. to POB. Containing 6.88 Ac.

300
50
2730
3080

21
7
273

Kelly
County Plat
new survey
in two weeks



Edmiston
1975

Christophers
1st Fruits Corp.

Putting
down my name
from
Edmiston?

132

33

142030

0215061

WARRANTY DEED

FOR VALUE RECEIVED, GARY A. DEWEY and RUTH ANN DEWEY, husband and wife, Grantors, does hereby Grant, Bargain, Sell and Convey unto FIRSTFRUITS FOUNDATION, Christopher James and Debra James, Co-Trustees, Grantee, whose address is P. O. Box 1190, Challis, Idaho 83226, all of Grantors' interest, in and to the following described premises, in Custer County, Idaho, to-wit:

See attached Exhibit "A".

Together with all appurtenances, and together with all water rights without warranty.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantee, its successors, administrators and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises; that they are free from all encumbrances save and excepting therefrom all covenants, conditions and restrictions of record and all easements of sight and of record as recorded in the records of Custer County, Idaho, and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: 5/5/98

Gary A. Dewey
Gary A. Dewey

Ruth Ann Dewey
Ruth Ann Dewey

STATE OF IDAHO)
County of Custer) : ss.
On this 5th day of May, 1998, before me, a Notary Public, personally appeared GARY A. DEWEY and RUTH ANN DEWEY, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

STATE OF IDAHO, COUNTY OF CUSTER
I hereby certify that this instrument was filed for record at the request of Custer County Title at 55 minutes past 2 o'clock P.M., this 7th day of May, 1998, in my office, and recorded as Instrument No. _____.

Ethel M. Peck
Ex-Officio Recorder

BY Wanda J. Murphy
Deputy

Fee: \$ 6⁰⁰
Mail to:

James D. Bennett
Notary Public for Idaho
Residing at Challis Idaho
Commission Expires 1-21-91

215661

EXHIBIT "A"

The land referred to in this exhibit is situated in the State of Idaho, County of Custer and is described as follows

A fraction of the SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 35, Township 14 North, Range 18 East, Boise Meridian, Custer County, Idaho, described as

Beginning at the Southwesterly corner of the said SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 35, thence North 119.1 feet; thence North 53°55' East, 262.5 feet; thence South 35°00' East, 334.14 feet to a point on the Southerly boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 35, thence West 403.73 feet to the Point of Beginning,

AND

Commencing at the Southwesterly corner of the said SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 35, thence North along the Westerly boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 35 a distance of 119.1 feet to the Point of Beginning, and the Southwesterly corner of the tract of land herein described; continuing thence North 814.28 feet to a Southwesterly corner of the land described in the Deed to George D. Brack, recorded May 28, 1975, as instrument No. 139317, records of Custer County, Idaho; thence the following 3 courses along the Southerly boundary line of said Brack land; South 45°00' East, 651.26 feet, thence South 46°44' West, 111.0 feet, thence South 45°00' East, 556.82 feet to a point on the Southerly boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 35, which point is also the Southwest corner of said Brack land, thence West along the Southerly boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 35 a distance of 369.62 feet; thence North 35°00' West, 334.14 feet; thence South 53°55' West, 262.5 feet to the Point of Beginning.

RECEIVED

JAN 14 1988

Department of Water Resources
Southern Region

T-75-48

re-written)

~~Gary & Ruth Ann Dewey~~
David W. & Cathryn S. Edmiston

142030

First Fruits 8.44 Ac.

215147

Foundation % Christopher James

215661

Parcel #1 Fr. SW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 35, T14 R18

Beginning at the SW'ly corner of the said SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 35, run thence N. 119.1 ft; thence N. 53° 55'E. 262.5 ft; thence S. 35° 00'E 334.14 ft. to a point on the S'ly boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 35; thence W. 403.73 ft. to the POB. Containing 1.56 Ac.

PARCEL # 2

Commencing at the SW'ly corner of said SW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 35; run thence N. along the W'ly boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 35 a distance of 119.1 ft. to the POB and the SW'ly corner of tract of land herein described; continuing thence N. 814.28 ft; thence S. 45° 00'E. 651.26 ft; thence S. 46° 44'W. 111.0 ft; thence S. 45° 00'E 556.82 ft. to a point on the S'ly bndry. of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 35; thence W. along the S'ly bndry of SW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 35, 369.62 ft; thence N. 35° 00'W 334.14 ft; thence S. 53°55'W. 262.5 ft. to POB. Containing 6.88 Ac.

RECEIVED

JAN 14 1999

Department of Water Resources
Southern Region

Robertson, Jean

From: Jack Challis [ccrgo@cyberhighway.net]
Sent: Thursday, April 29, 1999 5:31 PM
To: jroberts@idwr.state.id.us
Cc: Robert E. Foster; Tim Luke
Subject: Water Right Changes

Jeanie, Robert & Marilyn Bruce (AEGIS Resources, Inc.), Water Right No. 72-00032G, tell me they have a second right I did not receive, Water Right No. 72-07445. Is this correct, do they have this and/or any other rights other than 72-00032G? If so, copies please. (Mr. Bruce told me he worked all this out with the "lady from IDWR in Twin Falls" [I "assume" that's you] and, "She said everything was taken care of and "hunky-dory". Did you really say "hunky-dory"???)

Eugene M. & Mary E. Cox, Water Right No. 72-10066, tell me they have sold part of their land (to Ryan Hughes) which resulted in a split in this right. Is that correct? If so, copies please.

I got the info on Parshall weirs. Thanks!

I have heard nothing further from Michael Ciscell on those maps. Could you either check or provide his E-mail address so I can follow-up, please?

Thanks!

Jack



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

**DIRK KEMPTHORNE
GOVERNOR**

**KARL J. DREHER
DIRECTOR**

April 23, 1999

RICHARD BURCHILL
PO BOX 291
CHALLIS ID 83226

RE: STANDARD FORM 1 OBJECTION (SF1)

Dear Mr. Burchill,

Enclosed is an SF1 for your use to object to the "Source" in the recommendation for 72-00029C. Jack Challis asked that I send it to you because I recommended the sources as White Valley Creek and Bear Creek, but he tells me they should be White Valley Creek and Challis Creek, as you originally claimed.

Please follow the instructions and the certificate of mailing on page 4. If you have any questions, feel free to give me a call at the office or you can reach the Snake River Basin Adjudication (SRBA) Court at 736-3011.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Jeanie', is written over a horizontal line.

Jeanie Robertson
Sr. Water Resource Agent



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

February 26, 1999

R RICHARD BURCHILL
PO BOX 291
CHALLIS ID 83226

RE: 72-00029C

Dear Mr. Burchill,

This letter is in response to your letter dated February 1, 1999 in which you again asked that year-round stockwater use be allowed on this water right.

As I mentioned before, your claim was based on a part of 72-00029, a decree for irrigation use during the irrigation season. We consider stockwater use to be "incidental to irrigation" and allow stockwater use to be included as part of the water right during the irrigation season on such rights.

You may continue to water your stock year-round when water is available, as stockwater use is considered deferrable by the department and not required to have a water right.

If you would like a "water right" for year-round stockwater use, the only way is to file a new beneficial use claim with the priority date of when you started watering the stock. The filing fees for this type of claim is \$25.00.

Your area has already been reported to the court, so you must also file a Standard Form 4 (SF4), MOTION TO FILE A LATE CLAIM with the court in order for the claim to be accepted.

If you wish to pursue this option, I would be happy to send you the forms and answer any questions you have about the process. Feel free to give me a call at the office.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Jeanie'.

Jeanie Robertson
Sr. Water Resource Agent

Robertson, Jean

From: Jack Challis [ccrgo@cyberhighway.net]
Sent: Tuesday, May 04, 1999 7:06 PM
To: jroberts@idwr.state.id.us
Subject: Water Rights?

Jeanie, did you send a copy of Robert & Marilyn Bruce's Permit No. 72-07445 like you said in you E-mail of April 30th you were going to do? If so, I never got it!

Linda Zollinger tells me you told her that her previously denied "high water right" was now OK and being approved. True? Water Right Number? A copy, please?

Jack

AJ5808NP
(OD-26)

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIMS PROOF READING REPORT

11/09/98 11:54:49
Page 1

Water Right Number - R72-00106H

Prefix Translation: RESEARCH

Old (D) Number -

+ - - - - Last Name - - - - + + - First Name - - + + - - - - - Address - - - - - +

*** C - CURRENT OWNER ***

DEWEY

GARY

1 - 71 N 100 W

2 -

3 -

City- JEROME

Phone - 208-324-6640

VERIFIED BY *KKC*
11-9-98

State- ID Zip- 83338

DEWEY

RUTH ANN

1 - 71 N 100 W

2 -

3 -

City- JEROME

Phone - 208-324-6640

State- ID Zip- 83338

+ - - Priority Date - - + + - - Region - - + + - - Stage - - + + - - Status - - - +
05/15/1890 17 SOUTHERN D - DECREED

+ - - - - Source - - - - + + - - - - - Tributary - - - - - +
GARDEN CREEK SALMON RIVER

+ - - - - Point of Diversion - - - - - +
Twn Rng Sec Tract Lot RFlg County Diversion Name
13N 18E 2 SW NE NW 3 *65 138* (37) CUSTER

+ - - - - Water Use - - - - - +
Code Description Period From Period To Diversion Rate Diversion Volume
01 - IRRIGATION 04/15 10/15 0.040

+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Div. Capacity - + + - Total Consumptive Use - + + - KW Usage - +
0.040 0.0

+ - - - - Place of Use - - - - - +
Twn Rng Sec Tract Lot Acres Code Description County
14N 18E 35 SW SE 3.3 01 IRRIGATION (37) CUSTER

Total Acres: 3.3 *65 250*

+ - - Diversion Means - ROCK DIVERSION, HEADGATE, 3' DITCH

+ - - Non-Irrigation Use - LIVESTOCK, 2 RANGE CATTLE

+ - - Other Rights for Same Use - NONE

+ - - - - Remarks - - - - - +

EXP THE FOLLOWING RIGHTS ARE DIVERTED THROUGH THE POINT OF
DIVERSION DESCRIBED ABOVE: 72-00106C, 72-00106G, 72-00106H,
72-00109G, AND 72-10486B. *5 right*

Water right number - R72-00106H Prefix Translation: RESEARCH

+ - - - - Old Water Right Numbers - - - - - +

+ - - - - Old Water Right Numbers - - - - - +
No Old Water Right Numbers found.

+ - - - - Conditions of Approval - - - - - +
C03 - RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION
- PURSUANT TO SECTION 42-1425, IDAHO CODE.
C05 - RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO
- SECTION 42-1425, IDAHO CODE.

+ - - - Decree Plaintiff - - - + + - - - Decree Defendant - - - + + - Decree Date - +
ADAMS, ET. AL. VANDERVOORT, ET. AL. 05/19/1914

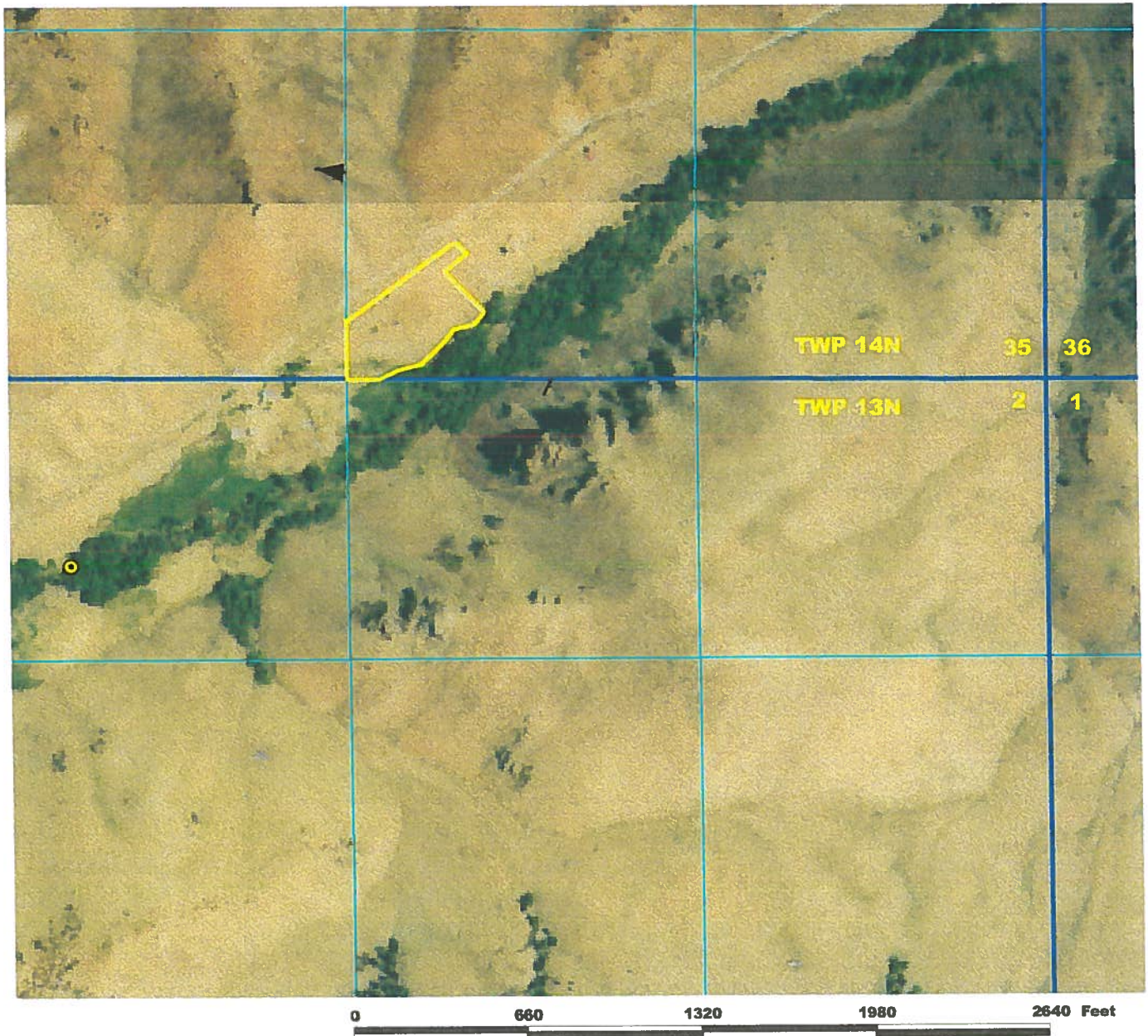
+ - - Audit Fields - 10/21/98 KCHRISTE

+ - - - - Comments - - - - - +
No Comments Found

+ - - - - Adjudication Rights Dates and Flags Area - - - - - +

Court Report Filing	- 00/00/0000	Field Inspection Made	- 00/00/0000	Civil Case Number	- 39576
Objection Filed Date	- 00/00/0000	Field Inspection Flag	-	Old Case Number	-
Response Filed Date	- 00/00/0000	Verified Date	- 00/00/0000	Old Judicial District	-
Claim Received Date	- 03/03/1998	Last Amended Date	- 00/00/0000	Temporary Right	- P
Proof Due Date	- 00/00/0000	Proof Made Date	- 00/00/0000	Water District	- 72B
Licensed Date	- 00/00/0000	Receipt Number	- S020926	Federal/State Indicator	- S
		POU Ownership Flag	- Y	Presumption Flag	-
		Name Connector	- OR	Notice of Error Flag	-

72-00106H
SOURCE = GARDEN CREEK



RECOMMENDED PLACE OF USE
TWP 14N RNG 18E, SEC 35
data entry on October 20, 1998



- **RECOMMENDED POINT OF DIVERSION**
- **RECOMMENDED PLACE OF USE**
- **SECTION LINES**
- **QUARTER/QUARTER LINES**

GIS PLACE OF USE PRESENTATION
1992 USDA-F AERIAL PHOTOGRAPHY
DATA ENTRY BY KELLY K CHRISTENSEN

CLAIM NUMBER72-001064

DATE10-20-98

TRANSFER NUMBER

AGENTKKC

CLAIMED ACRE TOTAL4

GIS ACRE TOTAL3.3

	TWP	RNG	SEC	NE				NW				SW				SE			
				NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE
CLAIM	14N	18E	35															4	
GIS			35															3.3	
RECOM			35															3.3	3.3
CLAIM																			
GIS																			
RECOM																			
CLAIM																			
GIS																			
RECOM																			

B72-DBPOU.SHP

SHAPE NOS.

249

B72-DBPOD.SHP

NOS. DESCRIPTION

138' Sec 2

See Attached analysis for div rate

51 NE 1/4

recom.

RECOM - 0.04 CFS

DBF TABLES UPDATED

B72-DBPOU.DBF

B72-DBPOD.DBF

peg

ANALYSIS OF TWP 14N, RNG 18E, SEC 35 SW¼SE¼
BASED UPON WARRANTY DEED INFORMATION

Registered	Parties involved	P/U acreage	Water right identification
1972	Stark sold to Cummings WD no. 133657	all 40 acres	with 0.10 cfs of 1890 water (a part of 72-00106)

Cummings then split the forty into 5 tracts and subsequently sold the tracts to 4 different individuals

1974	Cummings to Brack WD no 139317	11.56 acres	with appurtenances
Mar 1976	Cummings to Gritton WD no 141925	10 acres ±	with 0.03 cfs
Apr 1976	Cummings to Edmunston WD no 142030	8.44 acres	with 0.04 cfs (he purchased 2 joining lots)
1979	Cummings to Brack & Negri WD no 152182	10 acres ±	with 0.03 cfs

RECOMMENDATION

The above transactions represent sales of all of the tracts of the quarter and identifies all 40 acres. To determine the appurtenant share for the 1974 sale to Brack I based my analysis on the currently irrigated place of use for each tract.

Claim	Irrigated P/U	Proportionate share	Recommended rate
A72-00106H	3.3 acres	$3.3/6.3 * 0.10 \text{ cfs} = 0.05$	0.04 cfs (limited to rate specified in warranty deed)
A72-00106C	2.0 acres	$2.0/6.3 * 0.10 \text{ cfs} = 0.03$	0.03 cfs (proportionate share)
A72-00106D	1.0 acres	$1.0/6.3 * 0.10 \text{ cfs} = 0.02$	0.03 cfs (rate specified in warranty deed)
Total	6.3 acres		0.10 cfs

Analysis by
Kelly K Christensen
October 19, 1998

REEVALUATION OF IRRIGATION RATES BASED UPON 1997 REVISED HUBBLE ANALYSIS PROCEDURES

CLAIM NUMBERS

72-001064

DATE: 10-20, 1998

REVIEWED BY KKC

CHALLIS AREA SOIL REVIEW

SOIL TYPE	BORDER CFS/AC		FURROW CFS/AC		OPTIMUM ROTATION	
	PAST	ALFA	PAST	ALFA	PASTURE	ALFALFA
ATC	.15	.13			6.49	7.62
BB1	.09	.09			6.09	6.17
BC1	.16	.17			5.82	5.46
BK1	.07	.06			10.62	11.86
BT1	.18	.16			3.99	4.19
BT2	.41	.32			2.34	2.87
CB1	.06	.06			11.55	13.47
CHA	.21	.21			4.52	4.76
CP1	.36	.36			2.61	2.78
DAF	.18	.15			5.33	7.27
DB1	.13	.11			5.66	6.65
DBB	.13	.11			5.71	6.69
DBC	.13	.11			5.71	6.69
DMF	.18	.21			5.12	4.72
DRF	.18	.19			9.08	9.68
DT2	.05	.04			12.46	16.50
DWA	.14	.14			4.79	5.01
G01	.10	.12			12.47	10.51
KEG	.08	.07			8.73	10.06
MBF	.15	.12			7.65	5.81
MUG	.15	.14			4.54	4.98
NDL	.13	.12			5.30	6.06

SOIL TYPE	BORDER CFS/AC		FURROW CFS/AC		OPTIMUM ROTATION	
	PAST	ALFA	PAST	ALFA	PASTURE	ALFALFA
PD2	.11	.12			5.15	4.74
Q	.26	.21			13.2	10.4
RE2	.29	.21			3.15	4.74
RP1	.19	.21			4.89	4.57
SH1	.06	.05			9.37	12.10
SOC	.08	.07			7.38	8.08
SSA	.15	.14			4.79	5.01
SXF	.12	.11			6.14	6.80
TC1	.06	.06			9.82	9.55
TD1	.04	.03			12.46	16.50
WB2	.13	.13			5.37	5.43
WAA	.19	.16			3.81	4.23
WBB	.17	.14			3.36	3.84
WC1	.07	.06			11.24	13.45
WPT	.19	.15			3.16	3.69
WV1	.07	.06			11.24	13.45
XHS						
YN1	.18	.14			5.38	6.92

The rate per acre calculations are based upon a 300 foot run at a 2% slope. An 8 hour set time was also used. Individual graded border evaluations, soil characteristics work sheets, and peak irrigation diversion requirement work sheets have been created and archived separately for each soil type.

Where actual rotation is shorter than the optimal rotation, optimal rotation is the criteria to be used for the recommendation analysis and, therefore, the rotation percentage adjustment is not necessary. The rate becomes the acres per soil type times the rate per acre from the above chart.

SOIL TYPE	OPTIMAL ROTATION / (chart)	ACTUAL ROTATION / (field)	ACRES PER SOIL TYPE (field)	RATE PER ACRE (chart)	TOTAL DIVERSION RATE
CP1	2.61	—	3.3	.36	1.18 CFS
					CFS
					CFS
					CFS

TOTAL ACRES

DECREED RATE =

CLAIMED DIVERSION RATE =

MEASURED DIVERSION RATE =

142030

WARRANTY DEED

Warranty Deed made this 27th day of October, 1973,
between DONALD F. CUMMINGS and MILDRED L. CUMMINGS,
husband and wife, P. O. Box 65, Kelly, Wyoming, herein-
after referred to as GRANTORS, and DAVID W. EDMISTON
and CATHRYN S. EDMISTON, husband and wife, P. O. Box 707,
Jackson, Wyoming, hereinafter referred to as GRANTEEES,
witnesseth:

That GRANTORS, for and in consideration of the
sum of TEN DOLLARS (\$10.00) and other good and valuable
consideration, the receipt whereof is hereby acknowledged,
have granted, bargained, and sold, and do by these
presence, grant, bargain, sell, convey, and confirm
unto GRANTEEES and their heirs and assigns forever, all
the following described real estate situated in the
County of Custer, State of Idaho:

Tract 1

A fraction of the SW/4 SE/4 of Section 35,
T. 14 N., R. 18 E., Boise Meridian, more
particularly described as follows, to-wit:

Beginning at the Southwesterly corner of the
said SW/4 SE/4 of Section 35, run thence North
119.1 feet; thence N. 53° 55' E. 262.5 feet;
thence S. 35° 00' E. 334.14 feet to a point
on the Southerly boundary of the SW/4 SE/4 of
Section 35; thence West 403.73 feet to the
point of beginning. Containing 1.56 acres.

Tract 2

A fraction of the SW/4 SE/4 of Section 35, T.
14 N., R. 18 E., Boise Meridian, more particu-
larly described as follows, to-wit:

Commencing at the Southwesterly corner of the
said SW/4 SE/4 of Section 35, run thence North
along the Westerly boundary of the SW/4 SE/4 of
Section 35 a distance of 119.1 feet to the point
of beginning, and the Southwesterly corner of
the tract of land herein described; continuing
thence North 814.28 feet; thence S. 45° 00' E.
651.26 feet; thence S. 46° 44' W. 111.0 feet;
thence S. 45° 00' E. 556.82 feet to a point on
the Southerly boundary of the SW/4 SE/4 of Section
35, thence West along the Southerly boundary of
the SW/4 SE/4 of Section 35 a distance of 369.62
feet; thence N. 35° 00' W. 334.14 feet; thence
S. 53° 55' W. 262.5 feet to the point of begin-
ning. Containing 6.84 acres.

Together with and including the water rights
described in Exhibit A attached hereto and
made a part hereof, which water rights are
appurtenant to both of the above described tracts.

EXHIBIT A

Together with all ditch and ditch rights and water and water rights to the extent of two miners inches of 1890 decreed water of Garden Creek, a tributary of Salmon River, Custer County, Idaho, and nothing further described herein.

STATE OF IDAHO)
COUNTY OF CUSTER) ss. No. 142636

This instrument was filed for record

at the request of Sam J. W. Edmiston
at 11:34 o'clock A.M. Apr 23 1896
and duly filed and indexed in the
Records of Custer County Idaho.

Thos. Sullivan
Ex-Officio Recorder.
By Barbara Abbott Deputy
Fees Five Pts.

Return to
S. W. Edmiston

Gay Out West Realty

T-75-48
re-written)

David W. & Cathryn S. Edmiston 142030
8.44 Ac.

Parcel #1 Fr. SW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 35, T14 R18

Beginning at the SW'ly corner of the said SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 35, run thence N. 119.1 ft; thence N. 53° 55'E. 262.5 ft; thence S. 35° 00'E 334.14 ft. to a point on the S'ly boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 35; thence W. 403.73 ft. to the POB. Containing 1.56 Ac.

PARCEL # 2

Commencing at the SW'ly corner of said SW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 35; run thence N. along the W'ly boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 35 a distance of 119.1 ft. to the POB and the SW'ly corner of tract of land herein described; continuing thence N. 814.28 ft; thence S. 45° 00'E. 651.26 ft; thence S. 46° 44'W. 111.0 ft; thence S. 45° 00'E 556.82 ft. to a point on the S'ly bndry. of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 35; thence W. along the S'ly bndry of SW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 35, 369.62 ft; thence N. 35° 00'W 334.14 ft; thence S. 53°55'W. 262.5 ft. to POB. Containing 6.88 Ac.





EXHIBIT A

Together with all ditch and ditch rights and water and water rights to the extent of two miners inches of 1890 decreed water of Garden Creek, a tributary of Salmon River, Custer County, Idaho, and nothing further described herein.

STATE OF IDAHO)
COUNTY OF CUSTER) ss. No. 142636

This instrument was filed for record

at the request of Samuel W. Edmiston
at 11:34 o'clock A.M. Apr 23 1926
and duly filed and indexed in the
Records of Custer County Idaho.

Thosie Sullivan
Ex-Officio Recorder.
By Barbara Abbott Deputy
Fees Full & Paid

Return to

S. W. Edmiston

Gay Out West Realty

T-75-48
re-written)

David W. & Cathryn S. Edmiston 142030
8.44 Ac.

Parcel #1 Fr. SW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 35, T14 R18

Beginning at the SW'ly corner of the said SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 35, run thence N. 119.1 ft; thence N. 53° 55'E. 262.5 ft; thence S. 35° 00'E 334.14 ft. to a point on the S'ly boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 35; thence W. 403.73 ft. to the POB. Containing 1.56 Ac.
PARCEL # 2

Commencing at the SW'ly corner of said SW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 35; run thence N. along the W'ly boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 35 a distance of 119.1 ft. to the POB and the SW'ly corner of tract of land herein described; continuing thence N. 814.28 ft; thence S. 45° 00'E. 651.26 ft; thence S. 46° 44'W. 111.0 ft; thence S. 45° 00'E 556.82 ft. to a point on the S'ly bndry. of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 35; thence W. along the S'ly bndry of SW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 35, 369.62 ft; thence N. 35° 00'W 334.14 ft; thence S. 53°55'W. 262.5 ft. to POB. Containing 6.88 Ac.



