

COPY

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WATER RIGHT AGREEMENT

Water Right 36-00004

(Western Legends)

SEP 28 1998

Department of Water Resources
Southern Region

Water right claimant Western Legends, LC, an Idaho limited liability company ("Western Legends"), and objectors Magic Valley Ground Water District, North Snake Ground Water District, American Falls-Aberdeen Ground Water District, Bingham Ground Water District, the Idaho Ground Water Appropriators, Inc., an Idaho non-profit corporation, and Cranney Bros., an Idaho general partnership (collectively, the "Ground Water Pumpers"), hereby enter into this Water Right Agreement as of this 16th day of September, 1998.

Recitals

1. Western Legends has claimed water right number 36-00004 ("water right 36-00004") for irrigation, stockwater, and wildlife purposes in the Snake River Basin Adjudication ("SRBA"). Water right 36-00004 is appurtenant to that real property more particularly described on Exhibit A, attached hereto and incorporated by this reference (the "Property").
2. The Ground Water Pumpers hold, or represent the holders of, ground water rights claimed in the SRBA, and have taken action to oppose water right 36-00004 in the SRBA.
3. The parties wish to reach a settlement regarding water right 36-00004, and avoid future litigation among the parties and other water users.

Terms of Agreement

In consideration of the promises and covenants contained herein, the parties hereby agree as follows:

4. The Ground Water Pumpers agree to, and Western Legends shall use its best efforts and take all necessary actions to seek, a decree in the SRBA for water right 36-00004 and such separate water right for wildlife purposes on the Property as is necessary to fulfill the purposes of this Agreement (collectively, the "Western Legends water rights"), which right or rights shall have the following elements and be subject to the following limitations and conditions:

- a. Irrigation. A maximum of 15.0 cubic feet per second (“cfs”) of diversions from Curran Tunnel (tributary to Billingsley Creek) under a September 10, 1884 priority for irrigation purposes during that period of the year established by the SRBA court as the irrigation season for water right 36-00004 (the “irrigation season”) on 416 acres located within the Property.
 - b. Stockwater during irrigation season. During the irrigation season, a maximum of 0.21 cfs of diversions from Curran Tunnel under a September 10, 1884 priority for stock watering within the same Property as specified above, such amount to be a part of, and not in addition to, the above irrigation water right during this period.
 - c. Stockwater during non-irrigation season. During the non-irrigation season, 0.21 cfs of diversions from Curran Tunnel, measured where it enters the Property, under a September 10, 1884 priority for stock watering within the Property.
 - d. Wildlife water right during non-irrigation season. A wildlife water right (as defined below) for a maximum of 14.1 cfs of diversions from Curran Tunnel, during those portions of the year not constituting the irrigation season, under a March 24, 1932 priority for use within the Property. All but the last twenty percent of diversions under this wildlife water right shall be subordinated as defined in paragraph 7 below.
 - e. Maximum overall diversion of 15.0 cfs for all uses. No more than a total combined maximum of 15.0 cfs at any time shall be diverted from Curran Tunnel under all water rights recognized for the Property, regardless of which uses or combination of uses are then occurring, including reasonable carriage losses.
 - f. Subject to other terms. The Western Legends water rights also shall be subject to the remaining terms of this Agreement.
5. Diversions only to beneficial use without waste. Notwithstanding any diversion quantities specified above, no delivery call seeking the delivery of any of the Western Legends water rights shall be made or enforced except to the extent that the exercise of such water rights, or any of them, will result in water being placed to beneficial use, including reasonable carriage losses, all without waste, making a reasonable use of the water and employing a reasonable means of diversion. No delivery call shall be made or enforced to deliver water for irrigation under any or

all of the Western Legends water rights in excess of the amount of water reasonably necessary for the irrigation technique then being employed.

6. Defenses preserved. Except as expressly provided herein, this Agreement shall not limit or affect any defenses or claims that may apply in any future proceeding pertaining to water right determination or administration. By entering this Agreement, the Ground Water Pumpers do not concede any issue as to the meaning or legal effect of any past water rights decree.
7. Subordination of wildlife water right. The diversion and use of the first eighty percent of diversions under water right 36-00004 for wildlife and related purposes, and the same portion of any other water right for such purposes decreed in the SRBA as a part of, or one of, the Western Legends water rights ("additional wildlife right"), shall be subordinated to all ground water rights existing on the date of this Agreement, which means that:
 - a. the priority for the first eighty percent, measured in cfs, of water right 36-00004, and the same portion of any additional wildlife right, may not be asserted or relied upon, and shall be ineffective, against the priority of any ground water right existing on the date of this Agreement; and
 - b. no delivery call to serve the wildlife purposes under such subordinated portion of the water right shall be made, honored, or enforced if it would cause or require, either directly or indirectly, curtailment of, or mitigation from, any ground water right existing on the date of this Agreement.
 - c. The parties acknowledge that a delivery call to serve the wildlife purposes under water right 36-00004 may be made when such water right is able to divert less than twenty percent of the full amount of such water right, and then such call shall seek to deliver only that amount necessary to bring the diversion to twenty percent of the full amount of the right.
 - d. This subordination also shall apply to any use to which any such wildlife water right may be transferred or changed.
 - e. The subordination described herein shall not vest the Ground Water Pumpers with any entitlement to institute a delivery call against Western Legends.

8. Incorporation into SRBA decree. The parties shall use their best efforts to ensure that the elements of the Western Legends water rights described above are included in the SRBA decree, and that this Agreement is referenced in such decree. This Agreement, and each of its terms, shall survive the entry of the SRBA decree, and the parties agree to abide by this Agreement, recognize it as a servitude upon the Property and upon each of the Western Legends water rights as between the parties and their successors and the intended beneficiaries, notwithstanding any contrary provision in the SRBA decree or the omission of any of its terms from the SRBA decree. Recognizing that the SRBA decree may not incorporate all of the provisions of this Agreement, the parties shall execute a Standard Form 5 settlement document ("SF-5") for filing in the SRBA which references this Agreement and includes at least the provisions specified in subparagraphs 4.a-4.f and paragraphs 5 and 7, above.
9. Intended third-party beneficiaries. This Agreement shall benefit, and be enforceable by, and only by, all holders of ground water rights, as defined below, for the benefit of such holders' water rights that exist as of the date of this Agreement.
10. Withdrawal of opposition. Provided that the SF-5 described above has been executed, the Ground Water Pumpers shall withdraw their opposition to the Western Legends water rights and inform the SRBA Court that they support the decree of such water rights pursuant to this Agreement and the SF-5.
11. Limits on Ground Water Pumpers' opposition to transfers. The Ground Water Pumpers acknowledge that Western Legends intends to effect a transfer or transfers (sometimes referred to as "changes") of some or all of water right 36-00004 and any other water right that may be decreed in the SRBA for the Property to change the purpose, place, and other attributes of such water right(s) to facilitate the development of residential subdivisions, a golf course, streams, lakes, ponds, recreational facilities, wildlife habitat, and similar developments. The Ground Water Pumpers shall not oppose any such transfer or change, provided that it does not propose to change the place of use under such rights to any location outside of the Property, does not increase the annual amount of diversions or consumptive use under the water right(s) being transferred, there has been no forfeiture under such water rights, and the transfer does not impair the subordination described in this Agreement. If Western Legends transfers water right 36-00004 (or any other water right that may be decreed in the SRBA for the Property) to any other location outside of such Property for beneficial use, Western Legends shall condition any transaction concerning the Western Legends water rights on this

Agreement, and shall make this Agreement a part of the conditions of such transfer, attach it to any such transfer approval, assure that it is part of the Department's records of the transfer, and record it in the county land records of the new place of use as a restriction running with and binding the lands and water rights at such new place.

12. Definitions. For purposes of this Agreement:

- a. "delivery call" means:
 - i. any delivery call as defined in the Idaho Department of Water Resources' Conjunctive Management Rules, in any successor rules, or in any applicable statute; or
 - ii. any action to administer water rights or a water system so as to curtail, limit, condition, or require mitigation from junior-priority water rights to deliver, or supply water to, senior-priority water rights pursuant to Article 6 of Title 42, Idaho Code, or any other provision of Idaho law; or
 - iii. any administrative or judicial action to curtail, limit, condition, or require mitigation for the diversion or use of water under any water right to supply water or prevent injury to any other water right; or
 - iv. any other action by which the priority of a water right is asserted over the priority of any other water right.
- b. "ground water right" means any entitlement to divert and use ground water, whether evidenced by license, permit, decree, or beneficial use, the curtailment of which may provide flows to serve diversions under water right 36-00004, or which entitles its holder to divert water from any source which is, or in the future is proven to be, tributary to any spring or surface water source that serves water right 36-00004.
- c. "wildlife water right" means and includes any water right decreed in the SRBA for the Property, whether as part of water right 36-00004 or as a beneficial use right, for wildlife or wildlife habitat maintenance purposes, or for recreational activities, including storage in ponds for such purposes.

13. Binding effect. This Agreement and all of its terms, including the parties' obligations herein, shall bind the parties hereto, their employees, agents, heirs, successors, and assigns, and shall run with and be a perpetual servitude upon the Western Legends water rights, and upon the lands comprising the Property, including any new or different place of use to which any such water right is transferred.
14. Recording and construction. This Agreement shall be filed with and recorded in the records of the Idaho Department of Water Resources; the watermaster of Basin 36; and the respective county recorders of Gooding, Elmore, Twin Falls, Jerome, and Lincoln counties, and any other Idaho county in which either party wishes to record it. This Agreement shall be construed broadly so as to achieve its purpose of allowing those Western Legends water rights decreed in the SRBA for irrigation and stockwater purposes to be exercised fully but to prohibit the exercise of the specified portion of any wildlife water right appurtenant to the Western Legends property against those ground water rights existing on the date of this Agreement. If any such water right is transferred, Western Legends shall record the approved transfer in the county where the transferred water right will be placed to beneficial use.
15. Severability. If any of the provisions of this Agreement are deemed invalid by any court or agency, the remaining provisions shall remain in effect.
16. No Waiver. A party's election not to enforce any right under this Agreement shall not constitute a waiver of the party's entitlement to enforce such right in the future.
17. Authority. The parties each represent and warrant that they have authority to enter into this agreement.
18. Counterparts. This Agreement may be executed in counterparts, in which case the signature page from each such counterpart shall be incorporated herein as if the signature was affixed to the original of this instrument.

WESTERN LEGENDS, LC

William F. Felman
President Co Manager

9/16/98
Date Signed

M. J. [unclear]
Secretary Co-Manager

9/16/98
Date Signed

MAGIC VALLEY GROUND WATER DISTRICT

President

Date Signed

Secretary

Date Signed

NORTH SNAKE GROUND WATER DISTRICT

John K. Marshall
President

8/21/97
Date Signed

Gayle Ann [unclear]
Secretary

8-21-98
Date Signed

WESTERN LEGENDS, LC

President

Date Signed

Secretary

Date Signed

MAGIC VALLEY GROUND WATER DISTRICT

Douglas E. Grant
President

8/24/98
Date Signed

John A. Stevenson
Secretary

8/24/98
Date Signed

NORTH SNAKE GROUND WATER DISTRICT

President

Date Signed

Secretary

Date Signed

AMERICAN FALLS-ABERDEEN GROUND WATER DISTRICT

Larry Elliott
President

8-25-98
Date Signed

Kevin Michaelson
Secretary

8-25-98
Date Signed

BINGHAM GROUND WATER DISTRICT

W B Grant
President

8-25-98
Date Signed

Rebecca Minsinger
Secretary

8-26-98
Date Signed

IDAHO GROUND WATER APPROPRIATORS, INC.,
an Idaho non-profit corporation

Timothy P. Aug
President

8/25/98
Date Signed

Randall C. Bridges
Secretary

8/24/98
Date Signed

CRANNEY BROS.

Mile Cranney

President

8-21-98

Date Signed

Partners Cranney Bros

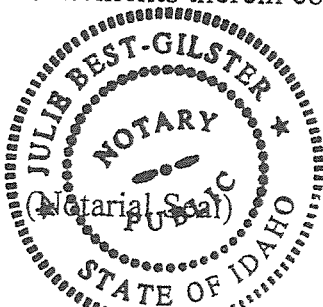
Secretary

Date Signed

ACKNOWLEDGEMENTS

STATE OF IDAHO)
)ss.
County of Ada)

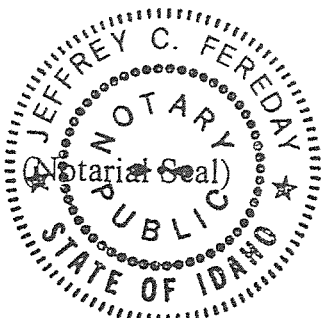
I, Julie Best-Gilster, a notary public, do hereby certify that on this 16th day of Sept., 1998, personally appeared before me William F. Lehman and Michael J. McCarthy who, being by me first duly sworn, declared that they are the President and Secretary, respectively, of Western Legends, LC, and that each signed the foregoing document for such corporation in his official capacity, and that the statements therein contained are true.



Julie Best-Gilster
Notary Public for Idaho
Residing at: Nampa, Idaho
My Commission Expires: 4-21-2001

STATE OF IDAHO)
)ss.
County of Bannock)

I, Jeffrey C. Fereday, a notary public, do hereby certify that on this 24th day of August, 1998, personally appeared before me Douglas E. Grant and John A. Stevenson who, being by me first duly sworn, declared that they are the President and Secretary, respectively, of Magic Valley Ground Water District, and that each signed the foregoing document for such corporation in his official capacity, and that the statements therein contained are true.



Jeffrey C. Fereday
Notary Public for Idaho
Residing at: Boise, Idaho
My Commission Expires: 2/8/2000

STATE OF IDAHO)
)ss.
County of _____)

I, _____, a notary public, do hereby certify that on this ____ day of _____, 1998, personally appeared before me _____ and _____ who, being by me first duly sworn, declared that they are the President and Secretary, respectively, of North Snake Ground Water District, and that each signed the foregoing document for such corporation in his official capacity, and that the statements therein contained are true.

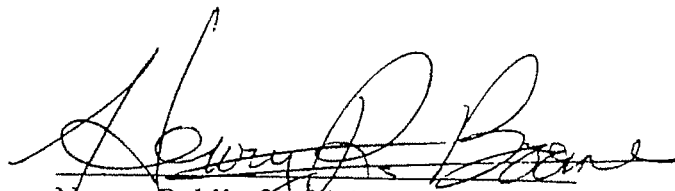
(Notarial Seal)

Notary Public for Idaho
Residing at: _____
My Commission Expires: _____

STATE OF IDAHO)
)ss.
County of POWER)

I, Henry R. Boomer, a notary public, do hereby certify that on this 25 day of August, 1998, personally appeared before me Larry Elliott and Kevin Michaelson who, being by me first duly sworn, declared that they are the President and Secretary, respectively, of American Falls-Aberdeen Ground Water District, and that each signed the foregoing document for such corporation in his official capacity, and that the statements therein contained are true.




Notary Public for Idaho
Residing at: American Falls
My Commission Expires: 9/23/99

STATE OF IDAHO)
)ss.
County of Jerome)

I, Shirley Rabinette, a notary public, do hereby certify that on this 21st day of August 1998, personally appeared before me John R. Marshall and Sayle Ann Lane who, being by me first duly sworn, declared that they are the President and Secretary, respectively, of North Snake Ground Water District, and that each signed the foregoing document for such corporation in his official capacity, and that the statements therein contained are true.

(Notarial Seal)

Shirley Rabinette
Notary Public for Idaho
Residing at: Jerome, Idaho
My Commission Expires: 8/5/2000

STATE OF IDAHO)
)ss.
County of _____)

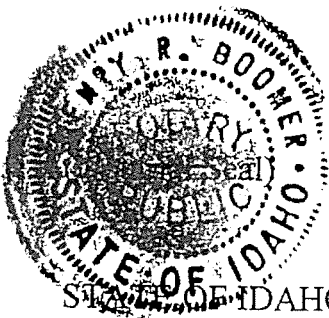
I, _____, a notary public, do hereby certify that on this _____ day of _____, 1998, personally appeared before me _____ and _____ who, being by me first duly sworn, declared that they are the President and Secretary, respectively, of American Falls-Aberdeen Ground Water District, and that each signed the foregoing document for such corporation in his official capacity, and that the statements therein contained are true.

(Notarial Seal)

Notary Public for Idaho
Residing at: _____
My Commission Expires: _____

STATE OF IDAHO)
)ss.
County of POWER)

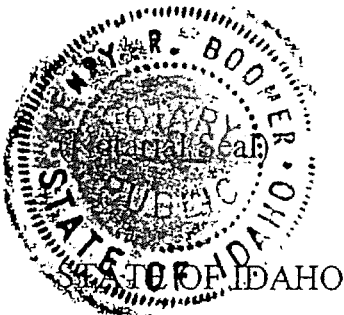
I, Henry R. Boomer, a notary public, do hereby certify that on this 26 day of August, 1998, personally appeared before me Craig Evans and Rebecca Christensen who, being by me first duly sworn, declared that they are the President and Secretary, respectively, of Bingham Ground Water District, and that each signed the foregoing document for such corporation in his official capacity, and that the statements therein contained are true.

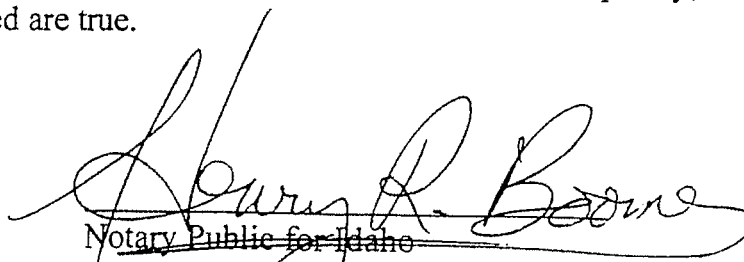



Notary Public for Idaho
Residing at: American Falls, ID
My Commission Expires: 9-23-99

STATE OF IDAHO)
)ss.
County of POWER)

I, Henry R. Boomer, a notary public, do hereby certify that on this 25 day of August, 1998, personally appeared before me Timothy P. Deeg and Randall C. Budge who, being by me first duly sworn, declared that they are the President and Secretary, respectively, of Idaho Ground Water Appropriators, Inc., and that each signed the foregoing document for such corporation in his official capacity, and that the statements therein contained are true.




Notary Public for Idaho
Residing at: American Falls
My Commission Expires: 9-23-99

)
)ss.

County of Cassia)

I, Wynell Welch, a notary public, do hereby certify that on this 21
day of August, 1998, personally appeared before me Mike Cranney
and who, being by me first duly sworn, declared that they are
the President and Secretary, respectively, of Cranney Bros., and that each signed the
foregoing document for such corporation in his official capacity, and that the statements
therein contained are true.

(Notarial Seal)

Wynell Welch
Notary Public for Idaho
Residing at: Malta, Id. 83342
My Commission Expires: 2-23-01



EXHIBIT "A"

The Southwest Quarter of Section 23, Township 7 South, Range 13 East of the Boise Meridian, Gooding County, Idaho.

AND

The North One-half of the Northwest Quarter; and the West One-half of the Northeast Quarter; and the Northwest Quarter of the Southeast Quarter; and the Northeast Quarter of the Southwest Quarter; and the Southeast Quarter of the Northwest Quarter of Section 26, Township 7 South, Range 13 East of the Boise Meridian, Gooding County, Idaho, EXCEPTING THEREFROM the parcel of land described as follows:

BEGINNING at the Southwest corner of the Northeast Quarter of the Southeast Quarter of Section 26;
 Thence North and parallel with the East line of Section 26 to the Northwest corner of the Northeast Quarter of the Northeast Quarter of Section 26;
 Thence West along the North line of said Section 26 to a point which is 30 feet West of the West bank of the Big Bend Ditch;
 Thence Southerly along a line running 30 feet West of the West bank of said Big Bend Ditch to a point which is directly West of the Southwest corner of the Northeast Quarter of the Southeast Quarter of said Section 26;
 Thence East and parallel with the North line of Section 26 to THE POINT OF BEGINNING.

AND

That part of Acreage Tracts A-112, A-114 and A-115, adjacent to the Townsite of Hagerman, Gooding County, Idaho, as the same is platted in the Official plat thereof, now of record in the Office of the County Recorder of said County lying West of Existing U.S. Highway No. 30 right of way.

AND

The Southeast Quarter; and the South One-half of the Northeast Quarter; and the Southeast Quarter of the Northwest Quarter of Section 23, Township 7 South, Range 13 East of the Boise Meridian, Gooding County, Idaho.

AND

That part of the Northeast Quarter of the Northwest Quarter of Section 23, Township 7 South, Range 13 East of the Boise Meridian, Gooding County, Idaho, described as follows:

BEGINNING at a point 234 feet South of the Northeast corner of the Northwest Quarter of said Section 23;
 Thence South 65 rods and 13 feet;
 Thence West 295 feet;
 Thence North 65 rods and 13 feet;
 Thence East 295 feet to THE PLACE OF BEGINNING.

Continued



Exhibit "A" Continued

EXCEPTING THEREFROM the following described tracts of land Deeded to the City of Hagerman, by Warranty Deed, recorded October 5, 1977 as Instrument No. 66788, Gooding County records, described as follows:

That part of the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter, described as follows:

BEGINNING at a point 1319.5 feet South and 295 feet West of the North Quarter corner of Section 23, which point lies in the South line of the Northeast Quarter of the Northwest Quarter;

Thence North 1085.5 feet;

Thence East 33 feet;

Thence South 280 feet, more or less, to the centerline of the Buckeye Ditch (also known as the Dilatusch Ditch) as now constructed;

Thence Southeasterly along the centerline of said Buckeye Ditch to a point in the South line of the Northwest Quarter of the Northeast Quarter of said Section;

Thence West 380 feet, more or less, to THE POINT OF BEGINNING.

AND EXCEPT

The North 800 feet of the Southeast Quarter of the Northwest Quarter, except that portion lying South and West of the centerline of Buckeye Ditch (also known as the Dilatusch Ditch) as now existing.

AND EXCEPT

That part of the North 800 feet of the West One-half of the Southwest Quarter of the Northeast Quarter of Section 23, that lies West of the centerline of the Buckeye Ditch as now existing.

ALSO EXCEPTING THEREFROM part of the Northeast Quarter of the Northwest Quarter of Section 23, Township 7 South, Range 13 East of the Boise Meridian, Gooding County, Idaho, described as follows:

COMMENCING at the North Quarter corner of Section 23. Said point lies South $89^{\circ} 32' 09''$ East, 2645.81 feet from the Northwest corner of Section 23;

Thence North $89^{\circ} 32' 08''$ West, 50.10 feet to the West right of way of U.S. Highway 30 Project F-2361 (18);

Thence South $0^{\circ} 03' 56''$ West, 166.83 feet along said right of way;

Thence along a spiral curve left 67.05 feet on a chord bearing of South $0^{\circ} 07' 54''$ East to a point on the South boundary of the Hess Alley as shown on the "Plat of Hagerman", said point being the REAL POINT OF BEGINNING;

Thence North $89^{\circ} 32' 09''$ West, 211.05 feet along the South boundary of the Hess Alley;

Thence South $0^{\circ} 12' 01''$ East, 268.54 feet to the center of the Buckeye Ditch;

Continued



Exhibit "A" Continued

Thence South $34^{\circ} 13' 34''$ East, 143.43 feet along the center of the Buckeye Ditch;
 Thence South $20^{\circ} 50' 23''$ East, 112.18 feet along the center of the Buckeye Ditch;
 Thence North $62^{\circ} 10' 46''$ East, 194.34 feet to a point on the West right of way of U.S.
 Highway 30 Project F-2361 (18);

Thence along a curve right on said right of way:

^ - $13^{\circ} 58' 32''$

R - 686.62 feet;

A - 167.48 feet;

C - 167.06 feet;

T - 84.16 feet;

LCB - North $20^{\circ} 19' 40''$ West;

Thence along a spiral curve right on said Highway right of way with a chord distance of 244.12 feet and a chord bearing of North $5^{\circ} 43' 06''$ West to the REAL POINT OF BEGINNING.

AND EXCEPTING

Township 7 South, Range 13 East of the Boise Meridian, Gooding County, Idaho.

Section 23: A parcel of land located in the SE1/4NW1/4, more particularly described as follows:

COMMENCING at the West Quarter corner of said Section 23;

Thence South $89^{\circ} 42' 07''$ East along the South boundary of the Northwest Quarter of Section 23 for a distance of 1331.76 feet to the Southwest corner of the Southeast Quarter of the Northwest Quarter of Section 23 and being the TRUE POINT OF BEGINNING;

Thence North $00^{\circ} 00' 28''$ West along the West boundary of the Southeast Quarter of the Northwest Quarter of Section 23 for a distance of 503.08 feet to the center of the Big Bend Ditch;

Thence along the center of the Big Bend Ditch on the following courses:

South $42^{\circ} 26' 00''$ East, 70.81 feet;

South $42^{\circ} 11' 16''$ East, 37.68 feet;

South $41^{\circ} 02' 52''$ East, 71.85 feet;

South $41^{\circ} 43' 32''$ East, 71.18 feet;

South $38^{\circ} 33' 28''$ East, 70.73 feet;

South $36^{\circ} 24' 57''$ East, 77.72 feet;

South $45^{\circ} 29' 56''$ East, 75.51 feet;

South $49^{\circ} 10' 16''$ East, 83.40 feet to the point of curve of a curve left;

Thence Southeasterly along the arc of the curve left for a distance of 179.27 feet to the intersection with the South boundary of the Southeast Quarter of the Northwest Quarter of Section 23, said arc having a radius of 545.67 feet and a long chord bearing and distance of South $58^{\circ} 34' 57''$ East, 178.47 feet;

Thence North $89^{\circ} 42' 07''$ West along the South boundary of the Southeast Quarter of the Northwest Quarter of Section 23 for a distance of 527.06 feet to the TRUE POINT OF BEGINNING.

Continued



4 of 4

Exhibit "A" Continued

TOGETHER WITH a 50 foot wide Access Easement for the purpose of ingress and egress, said Easement being adjacent to and on the Southerly side of the Westerly 1400.00 feet of the South boundary of the Northwest Quarter of Section 23.

AND

The West One-half of the Southwest Quarter of Section 24, Township 7 South, Range 13 East of the Boise Meridian, Gooding County, Idaho, EXCEPT the following described tract:

Part of the Northwest Quarter of the Southwest Quarter of Section 24, Township 7 South, Range 13 East of the Boise Meridian, Gooding County, Idaho, described as follows:

BEGINNING at the Northeast corner of the West One-half of the Southwest Quarter;
Thence West along the North line of the West One-half of the Southwest Quarter, 467 feet;
Thence South 467 feet;
Thence East 467 feet;
Thence North 467 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM a portion of the above tracts of land conveyed to the State of Idaho for Highway purposes.

FOR RECORDING INFORMATION

165660

310625

STATE OF IDAHO
COUNTY OF LINCOLN
Recorded at the request of
Givens Pursley & Huntley
SEP 28 1998
at 12 minutes past 12 P.M.
recorded by *Robert S. Fort*
Fee 60.00 Return to: *Moore*

By hand.

ELMORE COUNTY, IDAHO ss
Request of

Givens Pursley & Huntley
Time 10:07 A.M.
Date September 28, 1998
Book _____ Page _____

DOLORES ROBISON

Recorder

By *Chad M. Dye*
Deputy
Fee 60.00

177310

STATE OF IDAHO COUNTY OF GOODING

Filed for record at the request of *Givens, Pursley & Huntley*

42 min. past 11 o'clock A.m. this 28th
of September, 19 98 60.00

Denny Archibald Deputy

RECORDED AT THE REQUEST
Givens Pursley
SEP 28 12 40 PM '98
JEROME COUNTY, IDAHO
FEES 60.00 DEP 4811

985667

Twin Falls County, Idaho
Recorded for:
GIVENS PURSLEY
01:54pm Sep. 28, 1998
1998-017513
No. of Pages: 20 Fee: \$60.00
ROBERT S. FORT
Ex-Officio Recorder
Deputy: VF