

CECIL D. HOBDEY
CRAIG D. HOBDEY

LAW OFFICES
HOBDEY & HOBDEY
125 FIFTH AVENUE WEST
P. O. BOX 176
GOODING, IDAHO 83330

TELEPHONE
(208) 934-4429

February 5, 1990

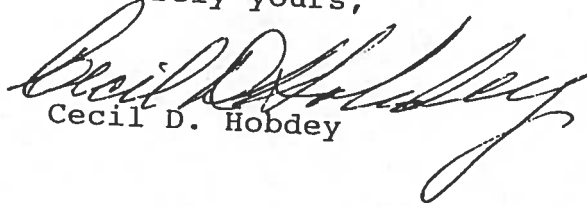
Mr. Reid Newby
Water Master
Big Wood Canal Company
P.O. Box C
Shoshone, Idaho 83352

RE: Prud'Homme

Dear Reid:

On behalf of Mrs. Virginia Prud'Homme please find enclosed
a copy of a Warranty Deed from Prud'Homme to Barnett.

Sincerely yours,


Cecil D. Hobdey

CDH:bj

Enclosure

WARRANTY DEED

COPY

For Value Received **GLADYS VIRGINIA PRUD'HOMME and STEPHEN EDWARD PRUD'HOMME,**
 Co-Trustees of the Gladys Virginia Prud'homme Revocable Inter Vivos
 Trust, dated August 14, 1989
 2885 Wright Avenue, Pinole, CA 94564
 Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto
DELBERT W. BARNETT and CAROLE L. BARNETT, husband and wife
 947 West 720 North
 Shoshone, Idaho 83352

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

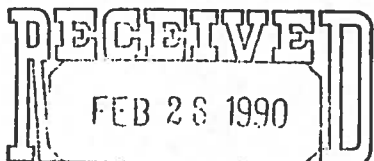
Gooding County:

E1/2 SE1/4 Section 7, Township 5 South, Range 16 EBM

Lincoln County:

SW1/4 Section 8, Township 5 South, Range 16 EBM

Together with all appurtenant water rights including, but not limited to, forty (40) shares of stock of Big Wood Canal Company, supplemental water of American Falls Reservoir District No. 2 and decreed rights.



WATERMASTER SHOSHONE

153486

STATE OF IDAHO
 COUNTY OF LINCOLN

Recorded at the request of

Land Title & Escrow, Inc.

OCT 31 89

at 0 minutes past 2 P. M.

recorded by *M. Higgins*

Fee: 6.00 Return to:

P.O. Box 349

Jerome, ID 83335

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: this 27th day of October, 1989.

Gladys Virginia Prud'homme
 Gladys Virginia Prud'homme

Stephen Edward Prud'homme
 Stephen Edward Prud'homme

STATE OF IDAHO, COUNTY OF

On this _____ day of _____, 19 _____,
 before me, a notary public in and for said State, personally appeared

known to me to be the person whose name
 subscribed to the within instrument and acknowledged
 to me that _____ executed the same.

Notary Public
 _____, Idaho

Residing at _____

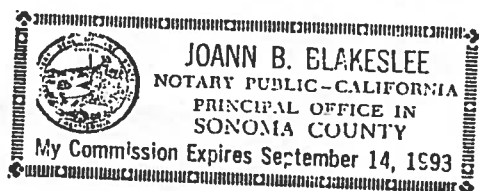
STATE OF IDAHO
 COUNTY OF GOODING, S S
 RECORDED AT REQUEST
Land Title & Escrow, Inc.
 '89 OCT 31 PM 1 31
 JOHN A. NTERS, REC.
 DEP. 142 FEE 6.00

138586

STATE OF CALIFORNIA)
) ss.
County of Sonoma)

On this 27th day of October, 1989, before me, the undersigned, personally appeared GLADYS VIRGINIA PRUD'HOMME, known or identified to me or proved to me upon her oath to be the person whose name is subscribed to the within instrument as Co-Trustee of the Gladys Virginia Prud'homme Revocable Inter Vivos Trust, dated August 14, 1989, and acknowledged to me that she executed the same as such Co-Trustee.

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

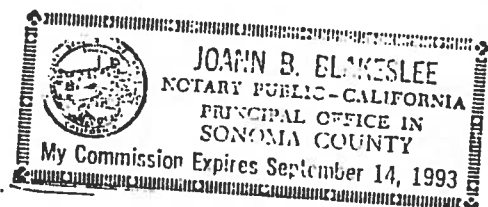


[Signature]
NOTARY PUBLIC FOR CALIFORNIA;
Residing at: Santa Rosa, Ca.
Commission Expires: 14 Sep 93

STATE OF CALIFORNIA)
) ss.
County of Sonoma)

On this 27th day of October 1989, before me, the undersigned, personally appeared STEPHEN EDWARD PRUD'HOMME, known or identified to me or proved to me upon his oath to be the person whose name is subscribed to the within instrument as Co-Trustee of the Gladys Virginia Prud'homme Revocable Inter Vivos Trust, dated August 14, 1989, and acknowledged to me that he executed the same as such Co-Trustee.

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



[Signature]
NOTARY PUBLIC FOR CALIFORNIA;
Residing at: Santa Rosa, Ca.
Commission Expires: 14 Sep 93

ESCROW INSTRUCTIONS

Closer: LT&E-(
Atty: C. Hobbs

ESCROW NO.1380

To: LAND TITLE AND ESCROW, INC.
301 Main Street
P.O. Box 473
Gooding, ID 83330

The undersigned "Grantor " and "Grantee " herewith deliver to you in Escrow, documents and property, hereinafter described, to be held and disposed of by you in accordance with the agreed instructions set forth herein:

X Memorandum Agreement
X ~~Contract of Sale~~ dated October 31, 1989
X REAL ESTATE MORTGAGE dated October 31, 1989
X Warranty Deed, "Grantor " to "Grantee " (copy)

.....Quit Claim Deed "Grantee " to "Grantor "

.....Bill of Sale

.....Title Insurance No.

.....Fire Insurance Policy No.
X Endorsement Separate from Certificate
X ~~XXXXXXXXXXXX~~

X Promissory Note.....

X Satisfaction of Mortgage (2)
X BIG WOOD CANAL COMPANY CERTIFICATE NO. 40 SHARES

You are hereby authorized and directed to deliver the above described documents and property to the "Grantee " upon payment to you for the "Grantor " the total sum of \$ 80,000.00 , principal and interest on the unpaid balance at 10 percent per annum from November 1, 1989, to be paid in accordance with the terms of the above Contract of Sale or Deed of Trust.

The undersigned agree to pay as compensation for your services an initial fee of \$ 210.00 and the "Grantor " an additional fee of one-tenth of one percent, but not less than \$ 4.00 on each monthly collection or \$ 24.00 Dollars on each annual collection of all funds received by you hereafter, and all actual and necessary expenses and liabilities you may incur hereunder, and you are hereby granted a lien upon the documents delivered to secure payment of such sums. Said sums collected are to be disposed of on behalf of the "Grantor " as follows:

PAYMENT SCHEDULE: Annual payments in the amount of \$10,518.40, including interest, plus \$12.00 annual collection fee. The first of such payments is to be paid on or before November 1, 1990 and a like payment is to be paid on the 1st day of November of each and every year thereafter until all accrued interest and principal has been paid in full.

DISBURSAL: Gladys Virginia Prud'homme and Stephen Edward Prud'homme
Co-Trustees of the Gladys Virginia Prud'homme
Revocable Intervivos Trust,

2885 Wright Avenue, Pinole, CA 94564
Escrow fees to be paid by: Buyer ☐ Seller ☐ Divided Equally ☒
\$12.00 Buyer \$12.00 Seller

In the event the "Grantee " fail to make the necessary payments as set forth in the Contract of Sale, or Deed of Trust then the Escrow is authorized to deliver back all papers deposited to the "Grantor " upon the "Grantor " making written demand therefor and furnishing the Escrow with a copy of Notice of Forfeiture provided, however, that the Escrow must notify the "Grantee " of such demand of the "Grantor " by registered mail for such period of time as is set forth in the Contract, and if the "Grantee " makes no written protest in reply to such demand within the time stated, then such failure on the part of the "Grantee " shall be deemed as consent to the re-delivery of such documents to the "Grantor ".

In the event of a disagreement of the rights and duties of the parties, the Escrow may retain such documents until both parties submit further written instructions, or until the controversy is finally determined by judicial action. The Escrow is not to be liable for any loss or damage not caused by its own negligence or wilful misconduct and shall not be obligated to anything not set forth in this Agreement.

IN WITNESS WHEREOF THE "Grantor " and "Grantee " have executed this instrument in triplicate this.....

day of 19 89
Robert W. Barnett
Robert W. Barnett
Carol L. Barnett
Carol L. Barnett

S. S. #
"Grantee "
Address 947 W 720 N
Shoshone, ID 83352

Gladys Virginia Prud'homme
Gladys Virginia Prud'homme
Stephen Edward Prud'homme
Stephen Edward Prud'homme
Co-Trustees of the Gladys Virginia
Prud'homme Revocable Intervivos Trust,
s.s.# dated August 14, 1989.
"Grantor "
Address 2885 Wright Avenue
Pinole, CA 94564

The undersigned Escrow acknowledges the receipt of the above documents and property and agrees to hold them in accordance with the terms of this Agreement.

Dated this 2nd day of November, 1989, at Gooding, Idaho

LAND TITLE AND ESCROW, INC.
By Connie Gray
734-8477

WARRANTY DEED

For Value Received PAUL JACOBSEN and ROBERTA J. JACOBSEN, aka Roberta
Jean Jacobsen, Husband and Wife

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

GARY T. EDEN and GLENNA R. EDEN, Husband and Wife
800 W. 414 N.
Gooding, Idaho 83330

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

TOWNSHIP 5 SOUTH, RANGE 16 E.B.M.
Section 9: NW $\frac{1}{4}$ SE $\frac{1}{4}$ and SW $\frac{1}{4}$ SE $\frac{1}{4}$

TOGETHER with water rights in the American Falls Reservoir
District No. 2 for 80 acres.

GS
G.E.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: April 15th, 1996.

Paul Jacobsen

PAUL JACOBSEN

Roberta J. Jacobsen

ROBERTA J. JACOBSEN aka Roberta
Jean Jacobsen

STATE OF IDAHO, COUNTY OF GOODING

On this 15th day of April, 19 96,
before me, a notary public in and for said State, personally appeared PAUL JACOBSEN and

ROBERTA J. JACOBSEN, husband
and wife,

known to me to be the persons whose names are
subscribed to the within instrument, and acknowledged
to me that they executed the same.

James Supplee
Notary Public

Residing at *Buhl*, Idaho.
Commission expires: *8-21-99*

160707

STATE OF IDAHO
COUNTY OF LINCOLN

Recorded at the request of

Land Title & Escrow

APR 15 1996

at 31 minutes past 4:15 M

recorded by *Helen Jackson, Rep.*

Fee: 3.00 Return to: *Above*

By hand.



WARRANTY DEED

For Value Received

Richard C. Bateman and Carolyn J. Bateman, husband and wife,
hereinafter referred to as Grantor, does hereby grant, bargain, sell, and convey unto
Gary T. Eden and Glenna R. Eden, husband and wife,
hereinafter referred to as Grantee, whose current address is
the following described premises, to-wit:

SEE ATTACHED EXHIBIT A, attached hereto and made a part hereof.

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

Dated: November 30, 1992.

Richard C. Bateman
Richard C. Bateman

Carolyn J. Bateman
Carolyn J. Bateman

STATE OF IDAHO

COUNTY OF ✓

On This 30th day of November, in the year 1992, before me, a Notary Public in and for said State, personally appeared Richard C. Bateman and Carolyn J. Bateman, 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.

Claudia Thornton
Notary Public for Idaho
Residing at Bonanza Ferry, Idaho
Commission Expires: 4-28-94

EXHIBIT A

PARCEL I

The Northeast Quarter of the Southeast Quarter of Section 8, Township 5 South, Range 16 East of the Boise Meridian, Lincoln County, Idaho.

PARCEL II

The Southwest Quarter of Section 9, Township 5 South, Range 16 East of the Boise Meridian, Lincoln County, Idaho.

EXCEPTING THEREFROM tract 205' x 207'3 in the Northeast Corner of the Northeast Quarter of the Southwest Quarter of said Section 9, Said tract described by metes and bounds as follows:

BEGINNING at the Northeast Corner of the Northeast Quarter of the Southwest Quarter of said Section 9;
Thence West along the North line of said 40 acres, 205 feet more or less to a point due North of the division fence now existing;
Thence South along the division fence as it now exists 207'3, more or less, to the Southwest Corner of said tract,
Thence continuing East on said division fence 205 feet, more or less, to the East line of said 40 acres;
Thence North to the point of beginning.

TOGETHER with 160 shares of Big Wood Canal Company water.

SUBJECT TO:

1. Taxes for 1992 are an accruing lien and not yet due or payable.

2. These premises are within the boundaries of American Falls Reservoir District No. 2 and are subject to the levies and assessments thereof and restrictions and limitations thereof as specifically set forth in contract dated October 14, 1954, by United States of America with American Falls Reservoir District No. 2, recorded January 4, 1955 in Book 5 Agreements Page 485, records of Lincoln County, Idaho.

3. Liens, levies and assessments of the Big Wood Canal Company, and the rights, powers and easements of said company as by law provided.

4. Canals and laterals of Big Wood Canal Company and subject to the rights of ingress and egress.

5. Terms, Provisions, and Conditions contained in an Agreement, as set forth therein, of the Official Records of said County.

Dated: April 18, 1906

For the purpose of: use of waste water and right of way for ditch

By: Anthony M. Gomes Between: Manuel Silva

Recorded: April 30, 1906 Book 1 of Agreements and Bonds at Page 26

EXHIBIT A CONTINUED

6. An Easement over said land for incidental purposes, according to the provisions as set forth therein of the Official Records of said County.

Purpose: enlargement of irrigation ditch

In favor of: Edward Campbell and Dollie McTaggart

Recorded: June 12, 1909 In Book 7 of Deeds at Page 368

7. An Easement for roads, railroads, ditches and incidental purposes as they now exist.

8. A Mortgage to secure an original indebtedness of \$20,000.00, and any other amounts and/or obligations secured thereby, recorded September 10, 1969, as Instrument No. 122765, Official Records.

Dated: September 10, 1969

Mortgagor: Farrell Conk and Erma F. Conk, Husband and Wife

Mortgagee: The United States of America, acting through the Farmers Home Administration

9. A Mortgage to secure an original indebtedness of \$49,600.00, and any other amounts and/or obligations secured thereby, recorded February 21, 1974, as Instrument No. 128491, Official Records.

Dated: February 21, 1974

Mortgagor: Richard C. Bateman and Carolyn J. Bateman, his wife

Mortgagee: The United States of America, acting through the Farmers Home Administration



WARRANTY DEED

For Value Received

Richard C. Bateman and Carolyn J. Bateman, husband and wife,
hereinafter referred to as Grantor, does hereby grant, bargain, sell, and convey unto

Gary T. Eden and Glenna R. Eden, husband and wife,
hereinafter referred to as Grantee, whose current address is

800 West 414 North, Gooding, ID 83330

the following described premises, to-wit:

SEE ATTACHED EXHIBIT A, attached hereto and made a part hereof.

DECREE BOOK ✓
PRIORITY BOOK ✓
DATABASE ✓
ANNUAL REPORT ✓
LOTUS COST REPORT ✓
CMS ADDRESS # 219 ✓
DBASE ADDRESS ✓
ROLEDEX ✓

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

Dated: November 30, 1992.

Richard C. Bateman
Richard C. Bateman

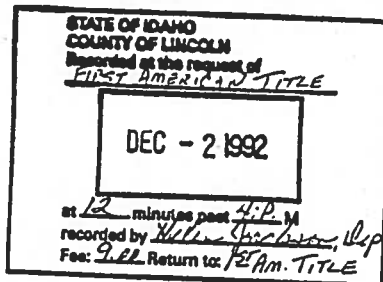
Carolyn J. Bateman
Carolyn J. Bateman

STATE OF IDAHO

COUNTY OF ✓

On This 30th day of November, in the year 1992, before me, a Notary Public in and for said State, personally appeared Richard C. Bateman and Carolyn J. Bateman, 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.

156516



Claudia Thornton
Notary Public for Idaho
Residing at Barnes Ferry, Idaho
Commission Expires: 4-28-94



First American Title Company of Idaho

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS,

That DELBERT ^{/W.}BARNETT and CAROLE ^{/L.}BARNETT, husband and wife, hereinafter collectively called "Grantors" hereby grants, bargains, sells and conveys unto GARY EDEN and GLENNA EDEN, husband and wife, whose address is 414 North 800 West, Shoshone, Idaho 83352, hereinafter called the "Grantee" the following described real property located in the counties of Lincoln and Gooding, Idaho, to-wit:

Parcel One - Lincoln County, Idaho

Southwest one-quarter (SW¹/₄) of Section 8, Township 5 South, Range 16 East, Boise Meridian.

Parcel Two - Gooding County, Idaho

East one half of the Southeast one-fourth (E¹/₂SE¹/₄) of Section 7, Township 5 South, Range 16 East, Boise Meridian.

Together with all improvements and appurtenances including, but not limited to, 40 shares of stock in Big Wood Canal Company and 155.65 shares of decreed water 37 & 37 M water district evidenced by water rights #37-0365 with a 6/1/1888 priority date for 150 inches, #37-0366 with a 4/15/1896 priority date for 70 inches, supplemental American Falls Reservoir District #2 consisting of 97.28 inches, a domestic water right #37-10322.

TO HAVE AND TO HOLD said premises with all appurtenances unto the said Grantee and its heirs and assigns forever. Said Grantors do hereby covenant to and with said Grantee, that the Grantors are the owners in fee simple of said premises. And also that said premises are free and clear from all other encumbrances except current years taxes, levies, and assessments and except U.S. Patent reservations restrictions, easements of record, and easements viable upon the premises, and that Grantors will warrant and defend the same from all claims whatsoever.

WARRANTY DEED - Page 1

STATE OF IDAHO		173511
COUNTY OF LINCOLN		
Recorded at the request of		
LAND TITLE & ESCROW		
NOV - 1 2002		
at 3:00 minutes past 3:00 P.M.		
recorded by Helen Jackson		
Fee: 6.00 Return to: Above		

By hand.

DATED this 1st day of November, 2002.

GRANTORS:

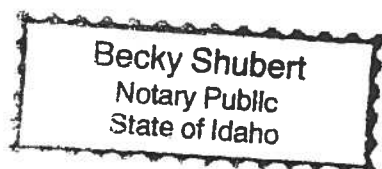
Delbert W. Barnett
DELBERT BARNETT
/W.

Carole L. Barnett
CAROLE BARNETT
/L.

STATE OF IDAHO)
County of Gooding) ss.
)

On this 1st day of November, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared DELBERT^W BARNETT and CAROLE^L BARNETT, ~~husband and wife~~, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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



Becky Shubert
NOTARY PUBLIC FOR IDAHO
Residence: Wendell, ID
My Commission Expires 02-23-05

Together with all improvements and appurtenances including, but not Limited to, 40 shares of stock in Big Wood Canal Company. ~~220~~ inches of decreed water with Water District 37 & 37M as evidenced by water rights #37-0365 with a 6/1/1888 priority date for 150 inches, #37-0366 with a 4/15/1896 priority date for 70 inches. American Falls Reservoir District #2, supplemental water for 155.65 shares or 97.28 inches, and a domestic water right #37-10322.

~~320~~
220

Instrument # 197954
 GOODING, GOODING, IDAHO
 2002-11-22 03:49:43 No. of Pages: 2
 Recorded for: LAND TITLE
 HELEN EDWARDS
 Ex-Officio Recorder Deputy

Re-recorded to correct water rights.

Re-recorded

Instrument # 197833
 GOODING, GOODING, IDAHO
 2002-11-01 02:37:38 No. of Pages: 2
 Recorded for: LAND TITLE
 HELEN EDWARDS
 Ex-Officio Recorder Deputy

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS,

That DELBERT BARNETT and CAROLE BARNETT, husband and wife, hereinafter collectively called "Grantors" hereby grants, bargains, sells and conveys unto GARY EDEN and GLENNA EDEN, husband and wife, whose address is 414 North 800 West, Shoshone, Idaho 83352, hereinafter called the "Grantee" the following described real property located in the counties of Lincoln and Gooding, Idaho, to-wit:

Parcel One - Lincoln County, Idaho

Southwest one-quarter (SW $\frac{1}{4}$) of Section 8, Township 5 South, Range 16 East, Boise Meridian.

Parcel Two - Gooding County, Idaho

East one half of the Southeast one-fourth (E $\frac{1}{2}$ SE $\frac{1}{4}$) of Section 7, Township 5 South, Range 16 East, Boise Meridian.

Together with all improvements and appurtenances including, but not limited to, 40 shares of stock in Big Wood Canal Company and 155.65 shares of decreed water 37 & 37 M water district evidenced by water rights #37-0365 with a 6/1/1888 priority date for 150 inches, #37-0366 with a 4/15/1896 priority date for 70 inches, supplemental American Falls Reservoir District #2 consisting of 97.28 inches, or 155.65 shares domestic water right #37-10322.

TO HAVE AND TO HOLD said premises with all appurtenances unto the said Grantee and its heirs and assigns forever. Said Grantors do hereby covenant to and with said Grantee, that the Grantors are the owners in fee simple of said premises. And also that said premises are free and clear from all other encumbrances except current years taxes, levies, and assessments and except U.S. Patent reservations restrictions, easements of record, and easements viable upon the premises, and that Grantors will warrant and defend the same from all claims whatsoever.

STATE OF IDAHO 173661
 COUNTY OF LINCOLN
 Recorded at the request of
 LAND TITLE & ESCROW
 NOV 27 2002
 WARRANTY DEED - Page 1
 at 23 minutes past 2 P.M.
 recorded by Helen Edwards
 Ex-Officio Recorder
 Fee \$22.00 Return to: Above
By hand

STATE OF IDAHO 173661

DECREE BOOK ✓
 PRIORITY BOOK ✓
 ANNUAL REPORT ✓
 DATABASE ✓

COST REPORT ✓
 DBASE ADDRESS ✓
 CMS ADDRESS ✓
 ROLODEX ✓

By hand

01/22/03 11:40; JSLCAX #333; Page 2/2
DATED this 1st day of November, 2002.

GRANTORS:

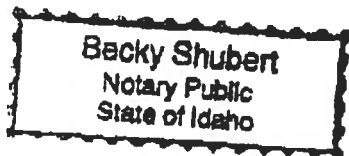
Delbert W Barnett
DELBERT BARNETT
/W.

Carol S Barnett
CAROLE BARNETT
/E.

STATE OF IDAHO)
County of Gooding) ss.

On this 1st day of November, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared DELBERT BARNETT and CAROLE BARNETT, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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



Backy Shubert
NOTARY PUBLIC FOR IDAHO
Residence: Wendell, ID
My Commission Expires 02-23-05