

11/07/2006

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

RIGHT NUMBER: 22-13449

NAME AND ADDRESS: ALAN L ZOHNER
73 N 3250 E
RIGBY ID 83442

SOURCE: BUFFALO FLAT SPRINGS

TRIBUTARY: TETON RIVER

QUANTITY: 0.400 CFS

PRIORITY DATE: 04/02/1897

POINT OF DIVERSION:

T05N R45E S35 NWSWSW Within TETON County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE
IRRIGATION

PERIOD OF USE
04/15 10/31

QUANTITY
0.400 CFS

PLACE OF USE:

IRRIGATION in TETON County

T05N R45E S34 SESE 16.00

16 ACRES TOTAL

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

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

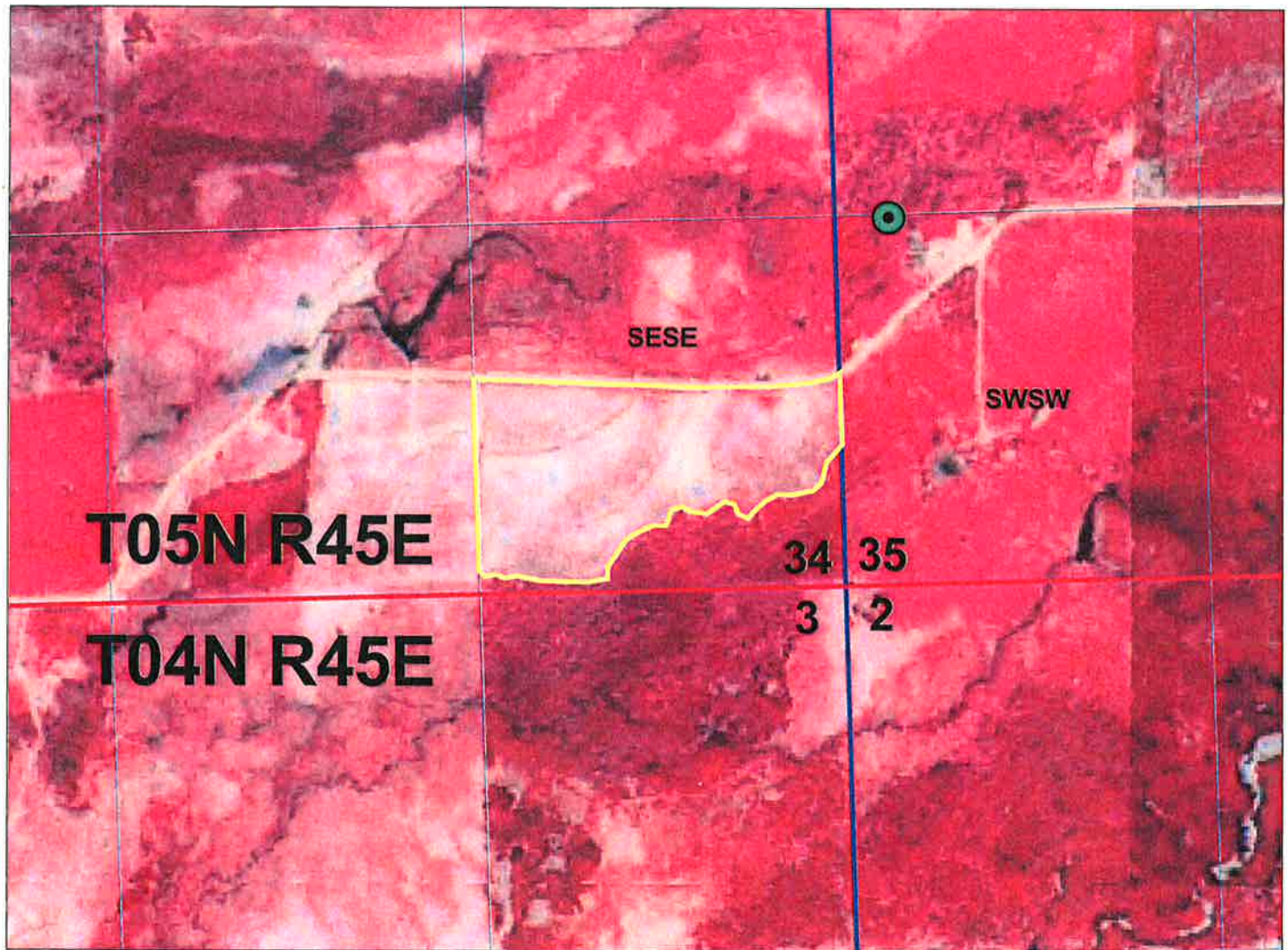
This right is a split from former right 22-76.

Department of Water Resources

Eastern Region

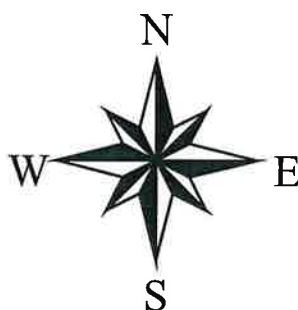


Claim No.: 22-13449



0 0.25 0.5 Miles

- Point of Diversion
- Place of Use
- Township/Range
- Sections
- QQ



GIS Place of Use Illustration
1987/88 NAPP Photography
Prepared by: Kristin Moore
Date Prepared: December 2005



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A • Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 • Fax: (208) 525-7177 • Web Site: www.idwr.idaho.gov

EASTERN REGION

May 8, 2007

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

THOMAS GARLOCK, MANAGER
ONE FORTY-SIX GROUP
970 W BROADWAY STE 446
JACKSON WY 83002

RE: RETURNED OWNERSHIP CHANGE 22-13449

Dear Mr. Garlock:

I am returning the above referenced documents for additional information. The deed and title insurance you submitted is for property in the name of J.T. Inc. Please provide a chain of title from Alan Zohner to One Forty-Six Group. In addition, you submitted two pages of legal description without indicating the ownership.

Once I receive the ownership change and chain of title, I will process your request as soon as possible.

Respectfully,

A handwritten signature in cursive script that reads "Jennifer Crabtree".

Jennifer Crabtree

Technical Records Specialist

Enclosure



State of Idaho

DEPARTMENT OF WATER RESOURCES

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Phone: (208) 525-7161 • Fax: (208) 525-7177 • Web Site: www.idwr.idaho.gov

EASTERN REGION

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Interim Director

April 16, 2007

ONE FORTY-SIX GROUP
970 W BROADWAY STE 446
JACKSON WY 83002

RE: RETURNED CHECK 3057 FOR \$25.00

Dear Sir or Madam:

I am returning the above referenced documents for overpayment. The ownership 22-13449 does not require a fee.

I will process the change as soon as possible and send a copy for your files.

Respectfully,

Jennifer Crabtree
Technical Records Specialist

Enclosure

22-76 { 22-13449
19 ac. 0.4 d/s
22-13450
21 ac. 0.4 d/s

Claim no. _____

Claimant Contact Log

Date	Remarks	Agent initials
------	---------	----------------

12-14-05

Mark Zohner deeded land and water to son Alan Zohner. According to Allen Zuberly, Alan had already sold South half of property at time of flood exam. We have not yet received a Deed for that piece of land. Taxlot data references a One Forty-Six Group LLC out of Jackson WY, but no other information on them is in the database. Therefore, the split 22-13449 is still in the name of Alan Zohner.

A Deed arrived for the northern portion of land (split 22-13450) in the name of The Huntington Trust. However, taxlot data still shows Mark Zohner. Assuming taxlot data is incorrect and warranty deed is correct.

11-7-06

Changing recommendation per Ernie's instructions not to let the water go to partial forfeiture. Increasing Quantity to 0.4 d/s.
KM

DELOG EC
12-5-05

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s)	Adjudication Claim No(s)	Split	Water Right No(s)	Adjudication Claim No(s)	Split
22-76	28-13449	☒			
	22-13450	☐			

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).
- OR**
- If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) Alan Zohner
73 N. 3250 E.
Rigby, ID 83442
4. New Owner/Claimant(s) Fred O. Huntington as Trustee of The Huntington Trust
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or and Craig F. Huntington
- New Mailing Address 126 W. 3960 N.
- City, State and ZIP Code Provo, UT 84604
- New Telephone Number (801) 361-9070
5. Date you acquired the property 10/24/05

Jennifer.
Tax lot data shows the portion of the SESE owned by MR Zohner. His parcel is north of the county road that runs east to west. Need to split the claim. Ernie.

← Current Taxlot incorrect KM

RECEIVED
DEC 02 2005



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A • Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 • Fax: (208) 525-7177 • Web Site: www.idwr.idaho.gov

EASTERN REGION

June 18, 2007

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

ONE FORTY-SIX GROUP
970 W BROADWAY #446
JACKSON WY 83001

RE: Notice of Change of Water Right Ownership (NCO) for 22-13449 and Notice of Completed Administrative Proceeding (NCAP)

Dear Sir/Madam:

On March 24, 2007 the Idaho Department of Water Resources (IDWR) received an NCO changing the right holder for the above referenced water right(s). Based on this NCO, IDWR water right records for the Snake River Basin Adjudication (SRBA) have been updated.

Furthermore, as directed by the SRBA Court, this office mailed a copy of the updated water right record(s) to each party listed on the enclosed NCAP. The intent of this mailing is to ensure each party has a current record of water right(s) as recorded in the SRBA.

Please feel free to contact me if you have any questions concerning this matter.

Respectfully,


Jonie Barg
Office Specialist 2

Enclosure

SCANNED

JUN 26 2007



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A • Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 • Fax: (208) 525-7177 • Web Site: www.idwr.idaho.gov

EASTERN REGION

June 18, 2007

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

KARL A PARKER AND MARGERY I PARKER TRUST
970 W BROADWAY #446
JACKSON WY 83001

RE: Notice of Change of Water Right Ownership (NCO) for 22-13449 and Notice of Completed Administrative Proceeding (NCAP)

Dear Sir/Madam:

On March 24, 2007 the Idaho Department of Water Resources (IDWR) received an NCO changing the right holder for the above referenced water right(s). Based on this NCO, IDWR water right records for the Snake River Basin Adjudication (SRBA) have been updated.

Furthermore, as directed by the SRBA Court, this office mailed a copy of the updated water right record(s) to each party listed on the enclosed NCAP. The intent of this mailing is to ensure each party has a current record of water right(s) as recorded in the SRBA.

Please feel free to contact me if you have any questions concerning this matter.

Respectfully,


Jonie Barg
Office Specialist 2

Enclosure

SCANNED

JUN 26 2007

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

In Re SRBA

Water Rights: 22-13449

Case No. 39576

NOTICE OF COMPLETED
ADMINISTRATIVE
PROCEEDING

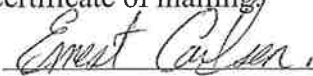
IDWR has completed the following Administrative proceeding:

- ☐ Address change
- ☒ Substitution of Party ZOHNER-ONE FORTY-SIX GROUP & PARKER TRUST
- ☐ I.C. § 42-222 transfer
 - ☐ point of diversion ☐ place of use
 - ☐ period of use ☐ nature of use
 - ☐ split of water right ☐ change in ownership

IDWR certifies that it has completed its investigation into the changes to the elements of the water rights listed above as set forth in the attached *Amended Director's Reports* for said water rights. No other changes have been made to the elements of these water rights except as set forth above.

IDWR has served copies of the *Notice of Completed Administrative Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

DATED: 21 June 2007



Signature of IDWR Representative

SCANNED

JUN 26 2007

CERTIFICATE OF MAILING

I certify that on June 25, 2007, I mailed the original and copies of this form to the following persons, postage prepaid by regular mail and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
PO Box 2707
Twin Falls ID 83303-2707

2. One copy to:

Claimant/Seller for Substitution of Party or attorney of record:
ALAN L ZOHNER
73 N 3250 E
RIGBY ID 83442

3. One copy to:

Claimant/Purchaser for Substitution of Party, or attorney of record:
ONE FORTY-SIX GROUP
970 W BROADWAY #446
JACKSON WY 83002

KARL A PARKER AND MAGERY I PARKER TRUST
970 W BROADWAY #446
JACKSON WY 83002

4. One copy to:

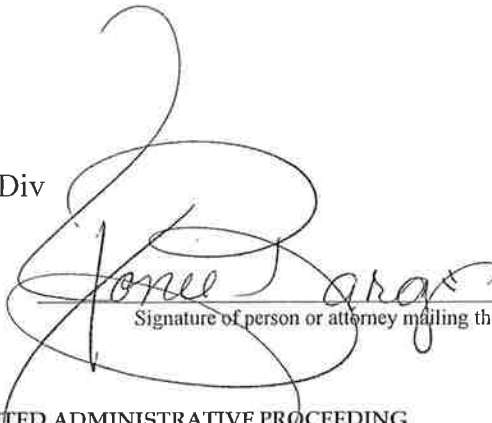
Each party in the subcase, or attorney of record

5. One copy each to:

Chief Natural Resources Division
Office of the Attorney General
PO Box 44449
Boise ID 83711-4449

6. One Copy to:

United States Dept of Justice
Environment & Natural Resource Div
550 West Fort Street MSC 033
Boise ID 83724


Signature of person or attorney mailing the form

SCANNED

JUN 26 2007

06/18/2007

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 22-13449

NAME AND ADDRESS: ONE FORTY SIX GROUP
970 W BROADWAY #446
JACKSON WY 83001

KARL A PARKER AND MARGERY I PARKER TRUST
970 W BROADWAY #446
JACKSON WY 83002

SOURCE: BUFFALO FLAT SPRINGS

TRIBUTARY: TETON RIVER

QUANTITY: 0.400 CFS

PRIORITY DATE: 04/02/1897

POINT OF

DIVERSION: T05N R45E S35 NWSWSW Within TETON County

PURPOSE AND

PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

04/15 10/31

0.400 CFS

PLACE OF USE: IRRIGATION in TETON County

T05N R45E S34

SESE 16.00

16 ACRES TOTAL

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

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

This right is a split from former right 22-76.

SCANNED

JUN 26 2007

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED
APR 09 2007
 Department of Water Resources
 Eastern Region

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
	22-13449				

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)

Alan Zohner (deceased)

4. New Owner/Claimant(s)

One Forty-Six Group

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

New Mailing Address

970 W. Broadway, #446

City, State and ZIP Code

Jackson, WY 83002

New Telephone Number

(300) 914-2689

5. Date you acquired the property

2/28/04

RECEIVED
SCANNED
MAY 24 2007
JUN 26 2007 Department of Water Resources
 Eastern Region

WARRANTY DEED

3050211376-T
 ALLIANCE TITLE & ESCROW CORP., INC.
 P.O. BOX 644 / 78 N. MAIN STREET
 DRIGGS, IDAHO 83422
 149027

Order No.: 3050211376-T

FOR VALUE RECEIVED

Alan Leonord Zohner, Sydney Lynn Glende Zohner, husband and wife, and Jacob Zohner, and Sam Zohner, and Arminda Marx, a married woman, as her sole and separate property, and Christina Robbins, a married woman, as her sole and separate property

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

J.T. Inc., an Idaho Corporation

whose current address is

PO Box 408, Victor ID 83455

RECEIVED

JUL 03 2002

TETON CO., ID
CLERK RECORDER

the grantee(s), the following described premises, in Teton County, Idaho, TO WIT:

A Portion Of:

The Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ /SE $\frac{1}{4}$) of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ /SE $\frac{1}{4}$ /SE $\frac{1}{4}$), Section 34, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho, being further described in attached Exhibit A

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: 6/12/2002

Samuel Mark Zohner by Alan L. Zohner
 Samuel Mark Zohner by Alan L. Zohner
 As Conservator

Arminda Zohner Marx

Alan Leonord Zohner
 Alan Leonord Zohner

Jacob Alan Zohner by Alan L. Zohner
 Jacob Alan Zohner by Alan L. Zohner
 As Conservator
Christina Robbins
 Christina Robbins

Sydney Lynn Glende Zohner
 Sydney Lynn Glende Zohner

Instrument # 149027

DRIGGS, TETON, IDAHO
 2002-07-03 02:49:20 No. of Pages: 5

Recorded for: ALLIANCE TITLE & ESCROW

NOLAN G. BOYLE Fee: 15.00

Ex-Officio Recorder Deputy

Index to: DEED, WARRANTY

State of Idaho

County of Teton

On this 24th day of June
 appeared Alan Leonord Zohner

before me, a Notary Public in and for said state, personally

known or identified to me to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

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

CARLA C. JONES
 NOTARY PUBLIC
 STATE OF IDAHO

Carla C. Jones
 Notary Public for the State of Idaho
 Residing at: Driggs
 Commission Expires: 11/19/05

State of Idaho

County of Teton

On this 24th day of June
 appeared Sydney Lynn Glende Zohner

before me, a Notary Public in and for said state, personally

known or identified to me to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

149027

1 of 5

SCANNED

JUN 26 2007

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

CARLA C. JONES
NOTARY PUBLIC
STATE OF IDAHO

Carla C. Jones
Notary Public for the State of Idaho
Residing at: Driggs
Commission Expires: 11/1/05

State of _____ }
County of _____ } ss.

On this See following page, before me, a Notary Public in and for said state, personally appeared Arminda Zohner Marx

known or identified to me to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

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

Notary Public for the State of _____
Residing at: _____
Commission Expires: _____

State of Massachusetts }
County of Middlesex } ss.

On this 15th day of June 2002, before me, a Notary Public in and for said state, personally appeared Christina Zohner Robbins

known or identified to me to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

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

Monique D. Dickmanbeauer
Notary Public for the State of Massachusetts
Residing at: 1400 Elm St. Haverhill
Commission Expires: SEPT. 6, 2007
NOTARY PUBLIC
MY COMMISSION EXPIRES SEPT. 6, 2007

State of Idaho }
County of Teton } ss.

On this 24 day of June, before me, a Notary Public in and for said state, personally appeared Alan L. Zohner known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Conservator of Samuel Mark Zohner, and acknowledged to me that he subscribed the name of Samuel Mark Zohner as principal and his/her own name as Conservator.

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

CARLA C. JONES
NOTARY PUBLIC
STATE OF IDAHO

Carla C. Jones
Notary Public for the State of Idaho
Residing at: Driggs
Commission Expires: 11/1/05

State of Idaho }
County of Teton } ss.

On this 24 day of June, before me, a Notary Public in and for said state, personally appeared Alan L. Zohner known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Conservator of Jacob Alan Zohner, and acknowledged to me that he subscribed the name of Jacob Alan Zohner as principal and his/her own name as Conservator.

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

CARLA C. JONES
NOTARY PUBLIC
STATE OF IDAHO

Carla C. Jones
Notary Public for the State of Idaho
Residing at: Driggs
Commission Expires: 11/1/05

149027

3 of 5

SCANNED

JUN 26 2007

WARRANTY DEED

Order No.:3050211376-T

FOR VALUE RECEIVED

Alan Leonard Zohner, Sydney Lynn Glende Zohner, husband and wife, and Jacob Zohner, and Sam Zohner, and Arminda Marx, a married woman, as her sole and separate property, and Christina Robbins, a married woman, as her sole and separate property

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

J.T. Inc., an Idaho Corporation

whose current address is

the grantee(s), the following described premises, in Teton County, Idaho, TO WIT:

A portion of

The Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) and the ~~SW $\frac{1}{4}$ SW $\frac{1}{4}$ of the Southeast Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$)~~, Section 34, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho being further described in attached Exhibit A

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: 6/12/2002

Samuel Mark Zohner by
As Conservator

Arminda Zohner Marx
Arminda Zohner Marx

Jacob Alan Zohner by
As Conservator

Christina Zohner Robbins
Christina Zohner Robbins

Alan Leonard Zohner

Sydney Lynn Glende Zohner
Sydney Lynn Glende Zohner

State of

}

County of

} ss.
}

On this See Previous Page, before me, a Notary Public in and for said state, personally appeared Alan Leonard Zohner

known or identified to me to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

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

Notary Public for the State of
Residing at:
Commission Expires:

State of

}

County of

} ss.
}

On this See Previous Page, before me, a Notary Public in and for said state, personally appeared Sydney Lynn Glende Zohner

known or identified to me to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

149027

2 of 5

SCANNED

JUN 26 2007

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

Notary Public for the State of
Residing at:
Commission Expires:

State of Massachusetts }
County of Middlesex } ss.

On this 21st day of June 2002, before me, a Notary Public in and for said state, personally appeared Anninda Zohner Marx

known or identified to me to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

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

Patricia A. Porter
Notary Public for the State of Massachusetts
Residing at:
Commission Expires: My commission expires Sept. 18, 2003
NOTARY PUBLIC

State of }
County of } ss.

On this See previous page, before me, a Notary Public in and for said state, personally appeared Christina Zohner Robbins

known or identified to me to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

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

Notary Public for the State of
Residing at:
Commission Expires:

State of }
County of } ss.

On this day of, before me, a Notary Public in and for said state, personally appeared See previous page known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Conservator of Samuel Mark Zohner, and acknowledged to me that

subscribed the name of Samuel Mark Zohner as principal and his/her own name as Conservator.
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for the State of
Residing at:
Commission Expires:

State of }
County of } ss.

On this day of, before me, a Notary Public in and for said state, personally appeared See previous page known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Conservator of Jacob Alan Zohner, and acknowledged to me that

subscribed the name of Jacob Alan Zohner as principal and his/her own name as Conservator.
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for the State of
Residing at:
Commission Expires:

149027

4 of 5

SCANNED
JUN 26 2007

3050211376-T

EXHIBIT A

PARCEL 2

A PART OF THE SE 1/4 SE 1/4 OF SECTION 34, TWP. 5N., RNG. 45E., B.M., TETON COUNTY, IDAHO, BEING FURTHER DESCRIBED AS:
COMMENCING AT THE SE CORNER OF SAID SECTION 34, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE N 89°44'44"W, 1323.84 FEET ALONG THE SOUTHERN SECTION LINE OF SAID SECTION 34 TO THE SW CORNER OF THE SE 1/4 SE 1/4 OF SAID SECTION 34;

THENCE N 00°05'05"E, 728.73 FEET ALONG THE WEST LINE OF THE SE 1/4 SE 1/4 OF SAID SECTION 34 TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF THE COUNTY ROAD;

THENCE ALONG THE COUNTY ROAD RIGHT-OF-WAY, S 86°28'59"E, 911.87 FEET TO A POINT;

THENCE ALONG THE COUNTY ROAD RIGHT-OF-WAY, 45.97 FEET ALONG A 530.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 04°58'10" AND A CHORD BEARING S 88°58'04"E, 45.95 FEET TO A POINT;

THENCE ALONG THE COUNTY ROAD RIGHT-OF-WAY, N 88°32'51"E, 200.00 FEET TO A POINT;

THENCE ALONG THE COUNTY ROAD RIGHT-OF-WAY, 169.20 FEET ALONG A 780.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 12°25'43" AND A CHORD BEARING N 82°18'59"E, 166.87 FEET TO A POINT ON THE EASTERN SECTION LINE OF SAID SECTION 34;

THENCE S 00°03'08"W, 705.44 FEET ALONG THE EASTERN SECTION LINE OF SAID SECTION 34 TO THE POINT OF BEGINNING.

CONTAINS 21.17 ACRES, MORE OR LESS.

149027

Instrument # 153307

DRIGGS, TETON, IDAHO

2003-02-27 11:48:01 No. of Pages: 2

Recorded for: PLANNING & ZONING

NOLAN G. BOYLE

Ex-Officio Recorder Deputy *R. N. Miller* Fee: 6.00

Index to: DEED, WARRANTY

153307

RECEIVED

FEB 27 2003

TETON CO., ID.
CLERK RECORDER

WARRANTY DEED

Warranty deed made this 25th day of February, 2003, between JT INC. of P.O. Bx. 408, Victor, ID 83455 referred to as Grantor and JT INC. of P.O. Bx. 408, Victor, ID 83455 referred to as Grantee.

Grantor in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, and sold, and does hereby grant, bargain, sell and convey, and confirm unto Grantee and its heirs and assigns forever, all the following described real estate situated in Teton County, Idaho:

Section 34, Township 5N, Range 45E, B.M..

A part of the Southeast quarter Southeast quarter of Section 34, Township 5 North, Range 45 E., B.M. Teton County, Idaho being further described as:

From the Southeast corner of said Section 34, N 89° 44' 44" W 661.92 feet along the Southern section line to the true point of beginning;

Thence N 89° 44' 44" W 661.92 feet further along the Southern section line to the Southwest corner of the Southeast quarter Southeast quarter of said Section 34;

Thence N 00° 05' 05" E 728.73 feet along the West line of the Southeast quarter Southeast quarter of said section 34 to a point on the Southern right-of-way line of the county road;

Thence along the county road right-of-way, S 86° 28' 59" E, 662.08 feet to a point;

Thence South 691.06 feet to the true point of beginning.

Contains 10.78 acres more or less.

To have and to hold, all and singular the above-described premises together with the appurtenances unto Grantee and its heirs and assigns forever.

153307

SCANNED

JUN 26 2007

And Grantor and its heirs shall and will warrant and by these presents forever defend the premises in the quiet and peaceable possession of Grantee, its heirs, and assigns against Grantor and its heirs and against all and every person and persons whomsoever, lawfully claiming the same.

Restriction: The above parcel cannot be further split under the provisions of the Teton County Subdivision Ordinance Section 9-8-1: One Time Only Split of One Parcel of Land Parcel of Land, June 14, 1999.

Grantor has hereunto set his hand on the day and year first above written.


Travis Thompson

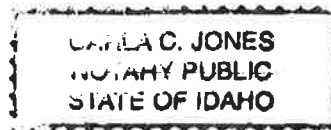
STATE OF Idaho)
)
) :SS
County of Teton)

On this 25th day of February in the year of 2003, before me, a Notary Public in and for said State, personally appeared TRAVIS THOMPSON known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Notary Public for Idaho

Residing at: Driggs

My commission expires: 11/19/05



153307

Instrument # 153308

DRIGGS, TETON, IDAHO

2003-02-27

11:46:01 No. of Pages: 2

Recorded for: PLANNING & ZONING

NOLAN G. BOYLE

Fee: \$8.00

Ex-Officio Recorder Deputy

Index to: DEED, WARRANTY

153308

RECEIVED

FEB 27 2003

TETON CO., ID
CLERK RECORDER

WARRANTY DEED

Warranty deed made this 25th day of February, 2003, between JT INC. of P.O. Bx. 408, Victor, ID 83455 referred to as Grantor and JT INC. of P.O. Bx. 408, Victor, ID 83455 referred to as Grantee.

Grantor in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, and sold, and does hereby grant, bargain, sell and convey, and confirm unto Grantee and its heirs and assigns forever, all the following described real estate situated in Teton County, Idaho:

Part of the Southeast quarter of Section 34, Township 5N, Range 45E, B.M., Teton County, Idaho, being further described as, Commencing at the Southeast corner of said Section 34, said point being the true point of beginning;

Thence N 89° 44' 44" W 661.92 feet along the Southern section line of said Section 34 to a point;

Thence North 691.06 feet to a point on the Southern right-of-way line of the county road;

Thence along the county road right-of-way S 86° 28' 59" E 249.79 feet to a point;

Thence along the county road right-of-way 45.97 feet along a 530.00 foot radius curve to the left, having a central angle of 04° 58' 10" and a chord bearing S 88° 58' 04" E, 45.95 feet to a point;

Thence along the county road right-of-way N 88° 32' 51" E, 200.00 feet to a point;

Thence along the county road right-of-way 169.20 feet along a 780.00 foot radius curve to the left, having a central angle of 12° 25' 43" and a chord bearing N 82° 19' 59" E 168.87 feet to a point on the Eastern section line of said Section 34;

Thence S 00° 03' 08" W 705.44 feet along the Eastern section line of said Section 34 to the point of beginning.

Contains 10.39 acres more or less.

To have and to hold, all and singular the above-described premises together with the appurtenances unto Grantee and its heirs and assigns forever.

153308

SCANNED

JUN 26 2007

And Grantor and its heirs shall and will warrant and by these presents forever defend the premises in the quiet and peaceable possession of Grantee, its heirs, and assigns against Grantor and its heirs and against all and every person and persons whomsoever, lawfully claiming the same.

Restriction: The above parcel cannot be further split under the provisions of the Teton County Subdivision Ordinance Section 9-8-1: One Time Only Split of One Parcel of Land Parcel of Land, June 14, 1999.

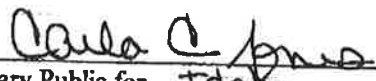
Grantor has hereunto set his hand on the day and year first above written.



Travis Thompson

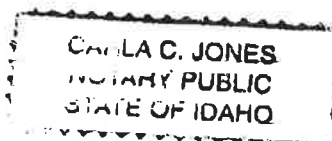
STATE OF Idaho)
)
)SS
County of Teton)

On this 25th day of February in the year of 2003, before me, a Notary Public in and for said State, personally appeared TRAVIS THOMPSON known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.



Notary Public for Idaho

Residing at: Driggs
My commission expires: 11/19/05



153308

RECEIVED

FEB 27 2004

160061

TETON CO. ID
CLERK RECORDER

WARRANTY DEED

Order No.: 3050412517-T

FOR VALUE RECEIVED

JT, Inc.

Instrument # 160061

DRIGGS, TETON, IDAHO
2004-02-27 04:40:59 No. of Pages: 2
Recorded for: ALLIANCE TITLE & ESCROW
NOLAN G. BOYLE Fee: 8.00
Ex-Officio Recorder Deputy
WARRANTY

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

One Forty Six Group, LLC as to a 81.48% interest and Karl A. Parker and Margery I. Parker as Trustees of the Karl A. Parker and Margery I. Parker Trust dated May 3, 1991 as to a 18.52% interest. ~~One Forty Six Group, LLC, an Idaho Partnership~~

whose current address is: 970 W. Broadway #446, Jackson WY 83001

the grantee(s), the following described premises, in Teton County, Idaho, TO WIT:

Parcel 1: Section 34, Township 5 North, Range 45 East, Boise Meridian. A part of the SE 1/4 SE 1/4 of Section 34, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho, being further described as: From the Southeast corner of said Section 34, North 89°44'44" West 661.92 feet along the Southern section line to the true point of beginning; thence North 89°44'44" West 661.92 feet further along the Southern section line to the Southwest corner of the SE 1/4 SE 1/4 of said Section 34; thence North 00°05'05" East 728.73 feet along the West line of the SE 1/4 SE 1/4 of said Section 34 to a point on the Southern right of way line of the county road; thence along the county road right of way South 86°28'59" East 662.08 feet to a point; thence South 691.06 feet to the true point of beginning.

Parcel 2: Part of the SE 1/4 of Section 34, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho, being further described as: Commencing at the Southeast corner of said Section 34; said point being the true point of beginning; thence North 89°44'44" West 661.92 feet along the Southern section line of said Section 34 to a point; thence North 691.06 feet to a point on the Southern right of way line of the county road; thence along the county road right of way South 86°28'59" East 249.79 feet to a point; thence along the county road right of way 45.97 feet along a 530.00 foot radius curve to the left, having a central angle of 04°58'10" and a chord bearing South 88°58'04" East 45.95 feet to a point; thence along the county road right of way North 88°32'51" East 200.00 feet to a point; thence along the county road right of way 169.20 feet along a 780.00 foot radius curve to the left, having a central angle of 12°25'43" and a chord bearing North 82°19'59" East 168.87 feet to a point on the Eastern section line of said Section 34; thence South 00°03'08" West 705.44 feet along the Eastern section line of said Section 34 to the point of beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: 2/24/04

JT, Inc.
By: Travis Thompson, President

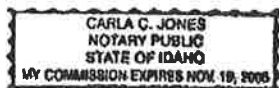
State of Idaho)
County of Teton) ss.

On this 24th day of February, 2004, before me, a Notary Public in and for said state, personally appeared Travis Thompson known to me to be the President of the Corporation, and acknowledged to me that pursuant to a Resolution of the Board of Directors, executed the foregoing in said Corporation name.

160061

SCANNED
JUN 26 2007

appeared Travis Thompson known to me to be the President of the Corporation, and acknowledged to me that pursuant to a Resolution of the Board of Directors, executed the foregoing in said Corporation name.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Carla C. Jones
Notary Public for the State of Idaho
Residing at: Driggs
Commission Expires: 11/19/08

16066

SCANNED

JUN 26 2007



AND RECEIPT FOR EARNEST MONEY



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

ID# 28280

DATE: 12-17-03

1. REAL ESTATE OFFICES: LISTING AGENCY

Office Fax # none Office Phone #
E-Mail Other Phone #
Listing Agent E-Mail Phone #
SELLING AGENCY 400 West Sunnyside Rd Idaho Falls, Idaho 83401 Office Phone # 208-529-6569
Office Fax # E-Mail Other Phone #
Selling Agent Curtis Ferney E-Mail Phone # 208-709-0001

2. BUYER: Thomas Garlock / and or Assigns (Hereinafter called "BUYER")
agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PREMISES" COMMONLY
KNOWN AS n/a City Driggs County Teton ID, Zip 83422
legally described as:

OR Legal Description Attached as addendum # exhibit (1) (Addendum must accompany original offer.)

3. TOTAL PURCHASE PRICE: Two hundred sixty five thousand DOLLARS, \$ 265,000.00
payable upon the following TERMS AND CONDITIONS (Not including closing costs):

4. FINANCIAL TERMS: Note: A+C+D must add up to total purchase price, except for 100% financing
\$ 10,000.00

A. EARNEST MONEY: BUYER hereby deposits Ten thousand DOLLARS as Earnest
Money evidenced by: ☐ cash ☒ personal check ☐ cashier's check ☐ note due ☐ other and a
receipt is hereby acknowledged. Earnest Money to be deposited in trust account upon acceptance by all parties and shall be held
by: ☐ Listing Broker ☒ Selling Broker ☐ other for the benefit of the parties hereto, and
Marius Cukurs (Broker) shall hold the completely executed Broker's copy of this
Agreement. The responsible Broker shall be same

B. ALL CASH OFFER: ☐ NO ☒ YES If this is an all cash offer do not complete lines 46 through 49, fill blanks with N/A
(Not Applicable). IF CASH OFFER BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL
CONTINGENCY. BUYER agrees to provide SELLER within 60 business days from the date of this agreement, evidence of
sufficient funds and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to a
copy of a recent bank or financial statement or contract(s) for the sale of BUYER'S current residence or other property to be
sold.

\$ none

C. ADDITIONAL FINANCIAL TERMS:

☐ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 5)
☐ Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.

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

5. OTHER TERMS AND/OR CONDITIONS:

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 1 of 5 PAGES
BUYER'S Initials () () Date SELLER'S Initials () () Date

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SCANNED
JUN 26 2007

6. "NOT APPLICABLE DEFINED: Letters "n/a," "N/A," "n.a.," and "N.A." as used here are abbreviations of the term "not applicable." Where this agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and have determined that such facts or conditions do not apply to the agreement or transaction herein.

7. INSPECTION: BUYER chooses ☐ to have inspection; ☒ not to have inspection. If BUYER chooses not to have inspection skip lines 157 to 173. BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within 10 business day(s) of acceptance, 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 section(s) of written inspection reports. SELLER shall have 10 business day(s) in which to respond in writing. The SELLER, at their option, may correct the items as specified by the BUYERS in their letter or may elect not to do so. If the SELLER agrees to correct the items asked for in the BUYERS letter, then both parties agree that they will continue with the transaction and proceed to closing. This will remove the BUYERS inspection contingency.
3. If the SELLER elects not to correct the disapproved items, then the BUYER(S) have the option of either continuing the transaction without the SELLER being responsible for correcting these deficiencies or giving the SELLER written notice within 10 business days that they will not continue with the transaction and will receive their Earnest Money back.
4. If SELLER does not respond within the strict time period specified, BUYER shall have the right to cancel this agreement in writing.
5. 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; indemnify 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.

BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

- A. SIZE: Square footage and lot size. (Any numerical statements regarding these items are APPROXIMATION ONLY, and have not been and will not be verified and should not be relied upon by BUYER.
- B. LINES AND BOUNDARIES: Property lines and boundaries, septic, and leach lines (Fences, walls, hedges, and other natural or constructed barriers or markers do not necessarily identify true property boundaries. Property lines may be verified by surveys.)
- C. ZONING AND LAND USE: Inquiries, investigations, studies or any other means concerning past, present or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the property, BUYER's intended use of the property, future development, zoning, building, size, governmental permits and inspections. Both parties are advised that Broker does not guarantee the status of permits, zoning or code compliance. The parties are to satisfy themselves concerning these issues.
- D. UTILITIES AND SERVICE: Availability, costs, and restrictions of utilities and services, including but not limited to, sewage, sanitation, water, electricity, gas, telephone, cable TV and drainage.
- E. UTILITIES, IMPROVEMENTS & OTHER RIGHTS: SELLER represents that the property does have the following utilities, improvements, services and other rights available (describe availability): Power and phone on road front
- F. HAZARDOUS MATERIALS: The real estate broker(s) or their agents in this transaction have no expertise with respect to toxic waste, hazardous materials or undesirable substances. No representations, either expressed or implied, have been or will be made with respect to the existence or non-existence of such materials on the property. BUYERS who are concerned about the presence of such materials should have the property inspected by qualified experts. BUYER acknowledges that he/she has not relied upon any representations by either the Broker or the SELLER with respect to the condition of the property that are not contained in this Agreement or in any disclosure statements.
- G. TAX LIABILITY: The BUYER and SELLER acknowledge that they have not received or relied upon any statements or representations by the Broker with respect to the effect of this transaction upon BUYER's or SELLER's tax liability.

8. 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 railroad 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.

9. 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 5 business day(s) from receipt of the commitment or not less than twenty-four (24) hours prior to closing, 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 condition of the title. It is agreed that if the title of said premises is not marketable, or cannot be made so within 5 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.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 2 of 5 PAGES
BUYER'S Initials (____)(____) Date _____ SELLER'S Initials (____)(____) Date _____

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(B). TITLE COMPANY Driggs agrees that Allia Title Company located at Driggs shall provide title policy and preliminary report of commitment.

(C) STANDARD COVERAGE OWNER'S 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. The risk assumed by the title company in the standard coverage policy is limited to matters of public record.

(D) EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy): The lender may require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.

(E) EXTENDED COVERAGE OWNER'S POLICY: A standard title policy 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 company about what it offers in the way of extended coverage title policies and endorsements. This extended coverage owner's policy is for the benefit of the owner and provides similar coverage like provided by the extended coverage lender's policy.

Extended Coverage Owner's Policy requested ☐ Yes ☒ No. Additional premium paid by: ☒ BUYER ☐ SELLER.

10. 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.

11. 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 recover court costs and reasonable attorney's fees.

12. 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.

13. 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. Association fees/dues are \$ 0.00 per 0

14. FARM/CROPS/TIMBER RIGHTS: SELLER, or any tenant of SELLER, shall be allowed to harvest, sell or assign any annual crops which have been planted on the Property prior to the date of this Contract, even though said harvest time may occur subsequent to the date of the settlement of this contract, unless otherwise agreed by attached addendum. If the crop consists of timber, then neither SELLER nor any tenant of SELLERs shall have any right to harvest the timber unless the right to remove same shall be established by attached addendum. Notwithstanding the provisions hereof, any tenant who shall be leasing the Property shall be allowed to complete the harvest of any annual crops that have been planted prior to the date of Contract Acceptance as previously agreed between SELLER and Tenant. ANY AND ALL SUCH TENANT AGREEMENTS ARE TO BE ATTACHED.

15. NOXIOUS WEEDS: BUYER of the property in the State of Idaho should be aware that some properties contain noxious weeds. The laws of the State of Idaho require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For more information concerning noxious weeds and your obligations as an owner of property, contact your local county extension office.

16. MINERAL RIGHTS: Any and all mineral rights which are already included with the property will be included in the sale of this property unless otherwise stipulated.

17. WATER RIGHTS: Description of water rights, water systems, wells, springs, water, ditches, ditch rights, etc., if any, 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:

18. 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 cause prior to closing, this Agreement shall be voidable at the option of BUYER.

19. BUSINESS DAYS & HOURS: A business day is herein defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. in the local time zone where the subject real property is physically located. A business day shall not include any Saturday or Sunday, nor shall a business day include any legal holiday recognized by the state of Idaho as found in Idaho Code §73-108. The time in which any act required under this agreement is to be performed shall be computed by excluding the date of execution and including the last day. The first day shall be the day after the date of execution. If the last day is a legal holiday, then the time for performance shall be the next subsequent business day.

20. SEVERABILITY: In the case that any one or more of the provisions contained in this Agreement or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or unenforceability of the remaining provisions shall not in any way be affected or impaired thereby.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 3 of 5 PAGES
BUYER'S Initials (____)(____) Date _____ SELLER'S Initials (____)(____) Date _____

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

22. **ADDITIONAL TERMS, CONDITIONS AND/OR CONTINGENCIES:** The closing of this transaction is contingent upon written satisfaction or waiver of the following conditions. 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 stated herein. The below costs will be paid as indicated. Some costs are subject to loan program requirements.

	BUYER	SELLER	Shared Equally	Not Applicable		BUYER	SELLER	Shared Equally	Not Applicable
Appraisal Fee				X	Environmental Inspection (Level 1)				X
Zoning Variance	X				Environmental Inspection (Level 2)				X
Closing Escrow Fee			X		Environmental Inspection (Level 3)				X
Survey		X			PERC Test				X
Flood Certification/Tracking Fee				X	Long Term Escrow Fees				X
Soil(s) Test(s)				X					X
Hazardous Waste Report(s)				X					X
Attorney Contract Preparation Fee				X					X
Water Rights Transfer Fee		X							X

BUYER will have until 02-15-03 (Date) at 5:00 am / Xpm to satisfy or waive any and all conditions and/or contingencies.

23. **COUNTERPARTS:** This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two identical copies of the same agreement. Each identical copy of an agreement signed in counterparts is deemed to be an original, and all identical copies shall together constitute one and the same instrument.

24. **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.

25. **DEFAULT:** If BUYER defaults in the performance of this Agreement, SELLER has the option of: (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 him/her 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.

26. **SALES PRICE INFORMATION:** SELLER and BUYER hereby grant permission to the brokers and either party to this Agreement to disclose sale data from this transaction, including selling price and property address to the local Association / Board of REALTORS®, its members, its members' prospects, appraisers and other professional users of real estate sales data. 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.

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

28. **CLOSING:** Closing shall occur on or before 02-28-04 (Date) at 5:00 am / Xpm, or as soon thereafter as financing documents can be prepared and marketable title delivered, but not to exceed 15 business days. This extension is not available if financing documents are prepared and marketable title can be delivered on or before the specific closing date. The terms "closing," "closed," or "closing date" shall mean when the deed or contract is recorded and funds are available to the SELLER. SELLER and BUYER acknowledge that, for closing to occur by the date specified, it may be necessary to execute documents and deposit funds in escrow prior to that date. The parties agree that the "closing agency" for this transaction shall be Alliance Title located at Driggs.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 4 of 5 PAGES
BUYER'S Initials () () Date _____ SELLER'S Initials () () Date _____

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JUN 28 2007

235 29. POSSESSION: BUYER shall be entitled to possession ☒ upon closing or date n/a at _____ am/ _____ pm. Property taxes and water
236 assessments (using the last available a _____ me s a basis), rents, interest and reserves, liens, (_____ br s or obligations assumed and utilities shall be
237 pro-rated as of _____ closing.

239 30. SPECIAL CONSIDERATIONS AND CONTINGENCIES: This Agreement is made subject to the following special considerations and/or contingencies
240 which must be satisfied prior to closing: Preliminary Title Report review, Survey and Wetlands review, Water
241 rights review. ~~CONTRACT~~ (FINANCING)

242 31. REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this
243 transaction, the brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).

244 Section 1:

- 245 ☐ A. The broker working with the BUYER(S) is acting as an AGENT for the BUYER(S).
246 ☐ B. The broker working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S).
247 ☒ C. The broker working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

248 Section 2:

- 249 ☐ A. The broker working with the SELLER(S) is acting as an AGENT for the SELLER(S).
250 ☐ B. The broker working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S).
251 ☒ C. The broker working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

252 Each party signing this document confirms that he or she has received, read and understood the Agency Disclosure Brochure and has elected the relationship
253 confirmed above. In addition, each party confirms that the broker's agency office policy was made available for inspection and review. EACH PARTY
254 UNDERSTANDS THAT HE OR SHE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKER UNLESS THERE IS A SIGNED WRITTEN
255 AGREEMENT FOR AGENCY REPRESENTATION. Each party signing this document understand that the above confirmation DOES NOT create an agency
256 relationship between the Broker(s) and the BUYER(S) and SELLER(S) and they are a CUSTOMER and NOT REPRESENTED by a Broker UNLESS there is a
257 SEPARATE signed written agreement as required by Idaho Statute to create that relationship.

258 32. ACCEPTANCE: BUYER'S offer is made subject to the acceptance of SELLER on or before (Date) 12-22-03 at
259 (Time) 5:00 ☐ a.m. ☒ p.m. If SELLER does not accept this Agreement within the time specified, the entire Earnest Money shall be refunded to
260 BUYER on demand.

261 33. BUYER'S SIGNATURES: I/We further acknowledge receipt of a true copy of this Agreement.

262 SEE ATTACHED BUYER'S ADDENDUM(S): _____ (Specify number of BUYER addendum(s) attached.)

263 BUYER Signature
264 Date _____ Time _____ ☐ a.m. ☐ p.m.
265 Address _____ n/a
266 E-Mail Address _____

267 BUYER (Print Name) _____
268 Phone # _____ Cell # _____
269 City _____ n/a State _____ Zip _____
270 Fax # _____

271 BUYER Signature
272 Date _____ Time _____ ☐ a.m. ☐ p.m.
273 Address _____
274 E-Mail Address _____

275 BUYER (Print Name) _____
276 Phone # _____ Cell # _____
277 City _____ State _____ Zip _____
278 Fax # _____

279 34. SELLER'S SIGNATURES:

280 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
281 SELLER. I/We further acknowledge receipt of a true copy of this Agreement signed by both parties.

282 SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER SIGNATURE(S) SUBJECT TO ATTACHED ADDEMDUM(S) # _____

283 SELLER Signature
284 Date _____ Time _____ ☐ a.m. ☐ p.m.
285 Address P O Box 403 Victor Id 83455
286 E-Mail Address _____

287 SELLER (Print Name) _____
288 Phone # _____ Cell # _____
289 City _____ State _____ Zip _____
290 Fax # _____

291 SELLER Signature
292 Date _____ Time _____ ☐ a.m. ☐ p.m.
293 Address _____
294 E-Mail Address _____

295 SELLER (Print Name) _____
296 Phone # _____ Cell # _____
297 City _____ State _____ Zip _____
298 Fax # _____

299 34. 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

Date _____ Time _____ ☐ a.m. ☐ p.m.

BUYER: _____ BUYER: _____

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 5 of 5 PAGES
BUYER'S Initials (_____) (_____) Date _____ SELLER'S Initials (_____) (_____) Date _____

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RE-24 VACANT LAND PURCHASE AND SALE AGREEMENT JULY, 2003 EDITION PAGE 5 OF 5

Company Realty Executives
Provided by: Curtis Ferney

S/N: PCF5-06316

Printed using Software from Professional Computer Forms Co. v. 07-03

SCANNED
JUN 26 2007

OWNER'S POLICY

SCHEDULE A

exhibit (1)

Order Number	Policy Number	Date of Policy	Amount of Insurance	Premium Amount
~~XXXXXXXXXX~~	~~XXXXXXXXXX~~	July 3, 2002 At 2:45PM	~~XXXXXXXXXX~~	~~XXXXXXXXXX~~

1. Name of Insured:

J.T. Inc.

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

Fee Simple

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

J.T. Inc., an Idaho Corporation

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

PARCEL 2

A part of the SE ¼ SE ¼ of Section 34, TWP. 5N., RNG. 45 E., B.M., Teton County, Idaho, being further described as:

Commencing at the SE corner of said Section 34, said point being the true point of beginning; thence N 89°44'44"W, 1323.84 feet along the Southern section line of said Section 34 to the SW corner of the SE ¼ SE ¼ of said Section 34; thence N 00°05'05"E, 728.73 feet along the West line of the SE ¼ SE ¼ of said Section 34 to a point on the South right-of-way line of the County road; thence along the County road right-of-way, S 86°28'59"E, 911.87 feet to a point; thence along the County road right-of-way, 45.97 feet along a 530.00 foot radius curve to the left, having a central angle of 04°58'10" and a chord bearing S 38°58'04"E, 45.95 feet to a point; thence along the County road right-of-way, N 88°32'51"E, 200.00 feet to a point; thence along the County road right-of-way, 169.20 feet along a 780.00 foot radius curve to the left, having a central angle of 12°25'43" and a chord bearing N 82°19'59"E, 168.87 feet to a point on the Eastern section line of said Section 34; thence S 00°03'08"W, 705.44 feet along the Eastern section line of said Section 34 to the point of beginning.

END OF SCHEDULE A

SCANNED

JUN 26 2007



THE COUNTER OFFERING, the Real Estate Purchase and Sales Agreement and Assignment for Earnest Money

- $\epsilon = 1$

* This is SE's 1st counter offer. The SE's CR reserves the right to withdraw this offer or accept any other offers prior to the submission of the copy of signed acceptance of this offer.

77-42

ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME

1.00 3.00 4.00 5.00 6.00 7.00 8.00 9.00 10.00 11.00 12.00 13.00 14.00 15.00 16.00 17.00 18.00 19.00 20.00 21.00 22.00 23.00 24.00 25.00 26.00 27.00 28.00 29.00 30.00 31.00 32.00 33.00 34.00 35.00 36.00 37.00 38.00 39.00 40.00 41.00 42.00 43.00 44.00 45.00 46.00 47.00 48.00 49.00 50.00 51.00 52.00 53.00 54.00 55.00 56.00 57.00 58.00 59.00 60.00 61.00 62.00 63.00 64.00 65.00 66.00 67.00 68.00 69.00 70.00 71.00 72.00 73.00 74.00 75.00 76.00 77.00 78.00 79.00 80.00 81.00 82.00 83.00 84.00 85.00 86.00 87.00 88.00 89.00 90.00 91.00 92.00 93.00 94.00 95.00 96.00 97.00 98.00 99.00 100.00

1012 201

Time 5:00 a.m. (10)

YMPA 200 200

1178 207 204

1991 O. B. 1991

Page 2 of 2

1. 10. 1992	2. 10. 1992	3. 10. 1992
4. 10. 1992	5. 10. 1992	6. 10. 1992

1875 1876 50

Ing 20 10

ing 27 1992

USE BY ANY OTHER PERSON, A PERSON TO WHOM THE INFORMATION HAS BEEN DISCLOSED, OR FOR ANY OTHER PURPOSE, WITHOUT THE WRITTEN AUTHORIZATION OF THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION.

انہی کے ساتھ ساتھ "میں نے اپنے آپ کو" اور "میں نے اپنے آپ کو"

1. 1943 1944 1945 1946 1947 1948 1949 1950 1951 1952 1953 1954 1955 1956 1957 1958 1959 1960 1961 1962 1963 1964 1965 1966 1967 1968 1969 1970 1971 1972 1973 1974 1975 1976 1977 1978 1979 1980 1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100 2101 2102 2103 2104 2105 2106 2107 2108 2109 2110 2111 2112 2113 2114 2115 2116 2117 2118 2119 2120 2121 2122 2123 2124 2125 2126 2127 2128 2129 2130 2131 2132 2133 2134 2135 2136 2137 2138 2139 2140 2141 2142 2143 2144 2145 2146 2147 2148 2149 2150 2151 2152 2153 2154 2155 2156 2157 2158 2159 2160 2161 2162 2163 2164 2165 2166 2167 2168 2169 2170 2171 2172 2173 2174 2175 2176 2177 2178 2179 2180 2181 2182 2183 2184 2185 2186 2187 2188 2189 2190 2191 2192 2193 2194 2195 2196 2197 2198 2199 2200 2201 2202 2203 2204 2205 2206 2207 2208 2209 2210 2211 2212 2213 2214 2215 2216 2217 2218 2219 2220 2221 2222 2223 2224 2225 2226 2227 2228 2229 2230 2231 2232 2233 2234 2235 2236 2237 2238 2239 2240 2241 2242 2243 2244 2245 2246 2247 2248 2249 2250 2251 2252 2253 2254 2255 2256 2257 2258 2259 2260 2261 2262 2263 2264 2265 2266 2267 2268 2269 2270 2271 2272 2273 2274 2275 2276 2277 2278 2279 2280 2281 2282 2283 2284 2285 2286 2287 2288 2289 2290 2291 2292 2293 2294 2295 2296 2297 2298 2299 2300 2301 2302 2303 2304 2305 2306 2307 2308 2309 2310 2311 2312 2313 2314 2315 2316 2317 2318 2319 2320 2321 2322 2323 2324 2325 2326 2327 2328 2329 2330 2331 2332 2333 2334 2335 2336 2337 2338 2339 2340 2341 2342 2343 2344 2345 2346 2347 2348 2349 2350 2351

254

Figure 1. Schematic representation of the experimental design. The subjects were divided into two groups: the control group and the experimental group. The control group was divided into two subgroups: the control group and the control group. The experimental group was divided into two subgroups: the experimental group and the experimental group. The control group was divided into two subgroups: the control group and the control group. The experimental group was divided into two subgroups: the experimental group and the experimental group.



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JUN 26 2007

AMERICAN LAND TITLE ASSOCIATION COMMITMENT — 1966

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY, a corporation of Missouri, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

ALLIANCE TITLE AND
ESCROW CORP.
130 E. MAIN STREET
P.O. BOX 732
REXBURG, ID 83440
(208) 356-9323
FAX NO. (208) 356-9325



CHICAGO TITLE INSURANCE COMPANY
By:

(Signature)

President

By:

ATTEST

(Signature)

Secretary

(Signature)
Authorized Signatory

SCANNED

JUN 26 2007

COMMITMENT FOR TITLE INSURANCE

Order No: 3050412517-T

SCHEDULE A

1. Effective date: 12/15/2003 at 7:30 A.M.

2. Policy or Policies to be issued:

(a) ALTA Owner's Policy ☒ Standard Coverage ☐ Extended Coverage

Amount: \$270,000.00

Premium: \$1,115.00

Credit: \$200.00

Proposed Insured:

Thomas Garlock

(b) ALTA Loan Policy ☐ Standard Coverage ☐ Extended Coverage

Amount: \$

Premium: \$

(c) Endorsements:

Amount: \$

Proposed Insured:

3. The estate or interest in the land described or referred to in this commitment and covered herein is:
Fee Simple

4. Title to the estate or interest in said land is at the effective date hereof vested in:

JT, Inc.

5. The land referred to in this Commitment is described as follows:

See legal description on attached continuation page

SCANNED

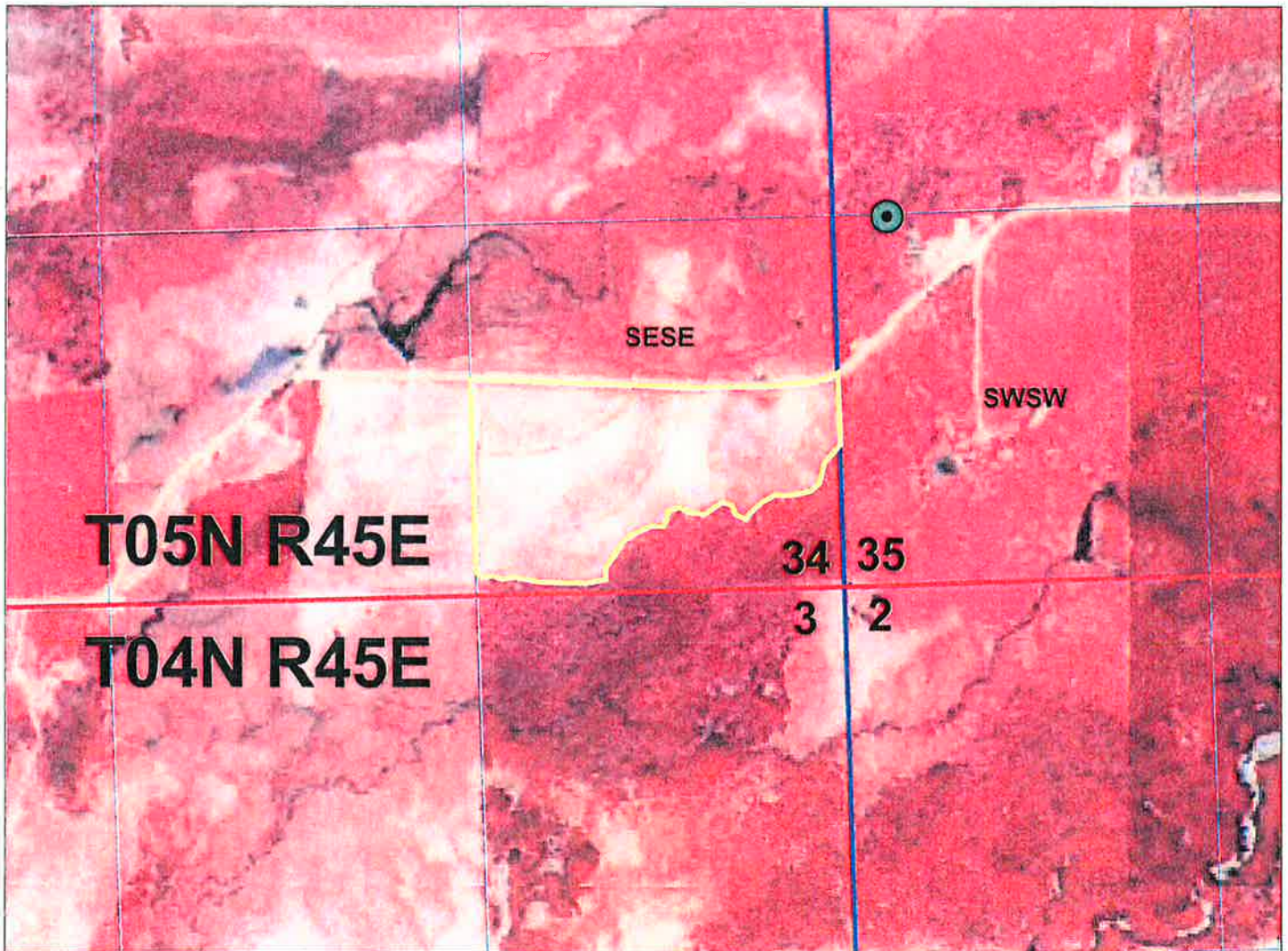
JUN 26 2007

Department of Water Resources

Eastern Region

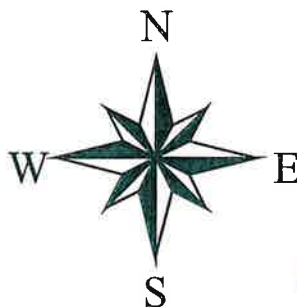


Claim No.: 22-13449



0 0.25 0.5 Miles

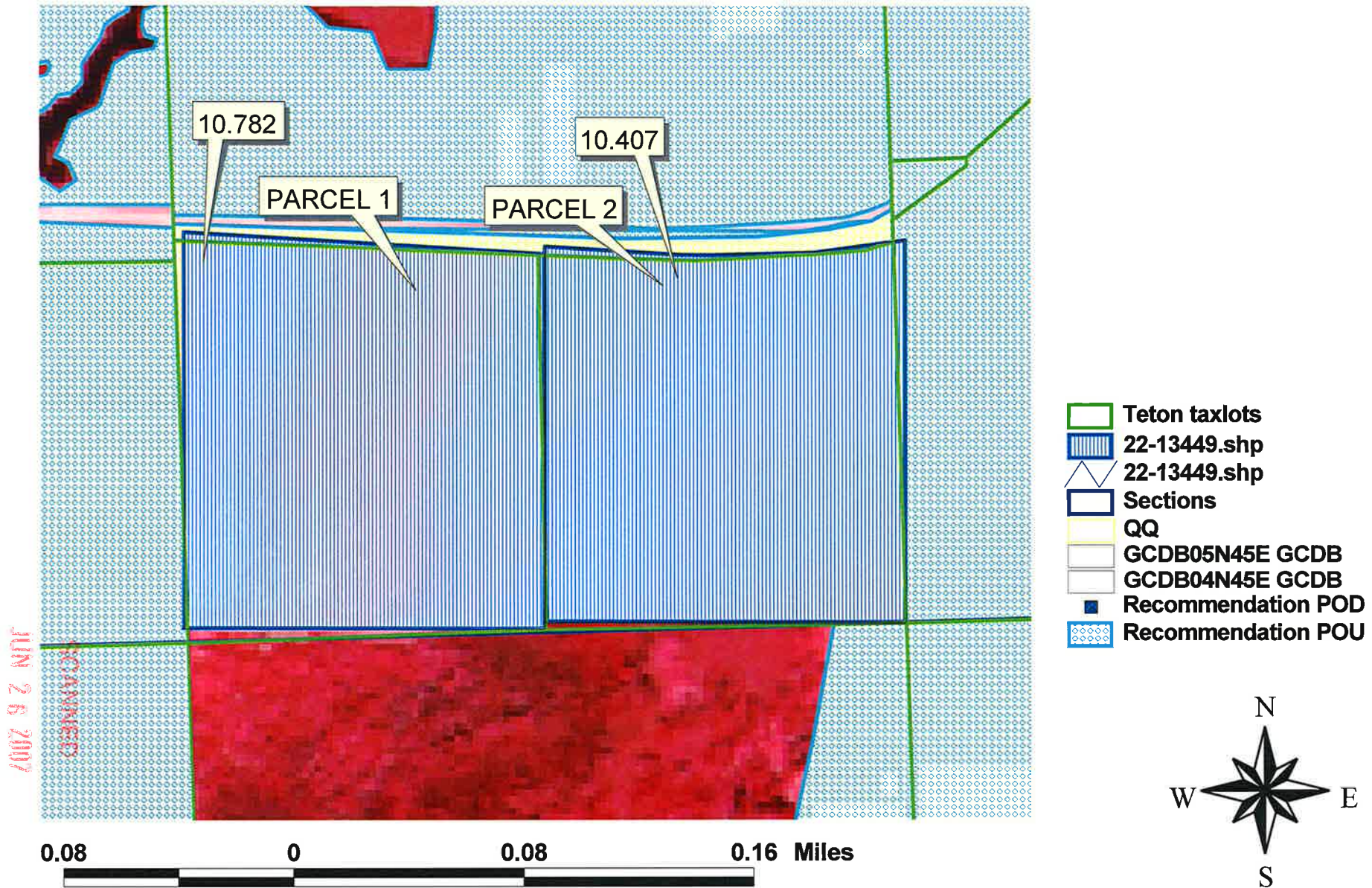
- Point of Diversion
- Place of Use
- Township/Range
- Sections
- QQ



GIS Place of Use Illustration
1987/88 NAPP Photography
Prepared by: Kristin Moore
Date Prepared: December 2005

SCANNED
JUN 26 2007

22-13449 JT INC TO ONE FORTY SIX GROUP & PARKER TRUST



22 5 ✓

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT
OF IDAHO, In and FOR THE COUNTY OF FREMONT

OCTAVUS SMITH and MARY ELLEN SMITH

husband and wife;

MARK ZOHNER and BETH ZOHNER

husband and wife;

GORDON SORENSON, a single man

Plaintiffs

vs.

LYNN CRANDALL, WATERMASTER,
District 36, IDAHO

Defendant

D E C R E E

This cause came on regularly to be heard before the Court, sitting without a jury, in Chambers, in the Court House at Driggs, Teton County, State of Idaho, on this 13th day of September, 1955; plaintiffs appearing in person and by their attorney, H. S. Forbush; and the defendant appearing not, either in person or by counsel, and it appearing to the Court, from the records and files in this action, that the defendant was regularly served with process, and that a Notice of the Pendency of this action, containing such matter as are required by law, having been published in the Fremont County Chronicle News, a weekly newspaper published at St. Anthony, Fremont County, Idaho; and the Teton Valley News, a weekly newspaper published at Driggs, Teton County, Idaho; in accordance with the Order issued out of this Court on the 12th day of August, 1955, and as required by law, and the time allowed by law for answering or appearing having expired, and the defendant or anyone for or on behalf of said defendant, having failed to appear or answer plaintiffs' complaint on file herein, and the default of said defendant having been duly and regularly entered, and the Court, having heard the evidence introduced by and on behalf of plaintiffs, and having duly considered the same, and being fully advised in the premises; and it appearing that each and all of the allegations in plaintiffs' complaint contained are true and correct.

Now, therefore, in consideration of the premises, and on motion of H. S. Forbush, attorney for plaintiffs,

IT IS ORDERED, that the default of said defendant be, and it is hereby entered against said defendant; and

MICROFILMED

MAY 15 1996

SCANNED

MAY 12 2005

PROFILED

IT IS ORDERED, ADJUDGED AND DECREED, that the plaintiffs,
Octavus Smith and Mary Ellen Smith, husband and wife; Mark Zohner and
Beth Zohner, husband and wife; Gordon Sorensen, a single man,
are entitled to, and are hereby awarded a total of 160 miner inches
more or less of the waters of Buffalo Flat Springs, with priority
date of the 2nd of April, 1897; for the irrigation of their real
property, described in plaintiffs' complaint, and more particularly
described as follows, to-wit:

1175 Octavus Smith and Mary Ellen Smith, his wife, 80 miner's inches
decreed to:
Lots 2 and 3 of Sec. 3, Township 4 North, Range 45, E.B.M.

1176 Mark Zohner and Beth Zohner, his wife, 40 miner's inches decreed
to:
The Southeast Quarter of the Southeast Quarter, Sec. 34, Township
5, North, Range 45, E. B. M.

1177 Gordon Sorensen, a single man; 40 miner's inches decreed to:
Southwest Quarter of the Southeast Quarter, Sec. 34, Township 5
North, Range 45, E.B.M.
all situate in Teton County, Idaho, and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the foregoing
adjudication of water be made subject only to the Decrees, in a
certain action in the District Court of the Ninth Judicial District
of the State of Idaho, in and for the County of Fremont, entitled
"Rexburg Irrigation Company, et. al., Plaintiffs, vs. Teton Irrig-
ation Company, et. al., Defendants," dated and filed December 16,
1910; in a certain action instituted in the District Court of the
Fourth Judicial District of the State of Idaho, in and for the
County of Twin Falls, entitled "Twin Falls Canal Company, Plaintiff,
vs., Charles N. Foster, et. al., Defendants", filed on the 20th day
day of June, 1913, and the amended decree thereto, dated September 12,
1916, and filed September 21, 1916, and in a certain action, instituted
in the United States District Court of Idaho, Eastern Division, en-
titled "Woodville Canal Company, a corporation, Plaintiff, vs. Clark
and Edwards Canal Company, a corporation, et. al., Defendants" dated
the 25th day of June, 1929; and

MICROFILMED

MAY 15 1996

SCANNED

MAY 12 2005

PROFILED

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 22-13449
Date Received: 12/6/2005
Receipt No:
Received By:

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

1. Name of Claimant(s)

MARK ZOHNER Phone: (208)523-6817
2920 GENEVA DR
IDAHO FALLS ID USA 83401

BETH ZOHNER Phone:
2920 GENEVA DR
IDAHO FALLS ID USA 83401

2. Date of Priority: 04/02/1897

3. Source: BUFFALO FLAT SPRINGS Trib. to: TETON RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
05N	45E	35	NW SW SW	TETON	

5. Description of diverting works:

OPEN DITCH

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/15	10/15	0.4	

7. Total Quantity Appropriated is:
0.4 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4 Lot	Use	Acres
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05N	45E	34	SE	SE	IRRIGATION	19
					Section Acres	19
					Total Acres	19

11. Place of use in counties: TETON

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

13. Other Water Rights Used:

14. Remarks:

This right is a split from former right 22-76.

15. Basis of Claim: Decreed