IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-7314 V1

WATER RIGHT NUMBER: 67-7314 V1

Owner Type	Name and Address
Current Owner	WARREN E SHEPARD 735 COUNTY RD 70 WEISER, ID 83672 (208) 549-2856
Current Owner	SALLYANN SHEPARD 735 COUNTY RD 70 WEISER, ID 83672 (208) 549-2856
Directors Report Owner	ARIMA BROTHERS 1006 W 2ND WEISER, ID 83672-1809

Priority Date: 04/25/1977

Basis: License

Status: Active

Source	Tributary
GROUND WATER	

Beneficial Use	From	To	Diversion Rate	Annual Volume
IRRIGATION	3/15	10/15	0.940 CFS	399.00 AF
		Total Diversion:	0.940 CFS	399.00 AF

Location of Point(s) of Diversion

GROUND WATER NE1/4NW1/4NE1/4 Sec. 26, Twp 11N, Rge 06W, B.M.

WASHINGTON County

Place of Use

IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
11N 06W 26		29.0	37.0	6.0	8.0		6.0	30.0	4.0					17.0			137.0

Total Acres: 137

Conditions of Approval:

1. C18 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.

2. S39 The use of water for irrigation under this right may begin as early as March 1 and may continue to as late as November 15, provided other elements of the right are not exceeded. The use of water before March 15 and after October 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

3. F14 Use of this right is combined with water from Weiser Irrigation District.

Remarks:

Comments:

1. mcase 5/12/2004 Period of Use
Comment: Licensed Period of Use shorter than Standard Season of Use. Recommend shoulder remark.

2. jdean 11/2/2006 Recommended as licensed
Comment: This claim was recommended as licensed. Conditions were added related to the Season of Use and overlap with Weiser Irrigation District.

3. csaxton 6/26/2008 Change of ownership
Comment: Shepard submitted a request for a change of ownership for this right. Along with the deed showing they purchased all the property applicable to original right 67-7314, Shepard also submitted deeds showing that after that purchase, the Shepards started selling off pieces of the property. As of this date, 4 pieces of the original property has been sold to 4 different parties (Reyes, Murray, Oldfield, & Wilkins). Changes of ownership were solicited from the owners that purchased property from the Shepards without response. The entire right 67-7314 will be changed into the name of Shepard. Until request for change of ownership is submitted by the parties that purchased property from Shepard, the entire right will remain in the name of Shepard and will not be split (csaxton 6-26-08).

Dates and Other Information:

Decreed Date:
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
Defendant:
Plaintiff:
Civil Case Number:
Judicial District:
Notice of Error Flag:
State or Federal: S
Owner Name Connector: OR
Water District Number:
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

Combined Use Limits:

Element Reviewed/Verified Dates:

Element	Last Reviewed Date	Reviewer	Last Verified Date	Verifier	Status
Priority Date	4/9/2004 11:20:09 AM	mcase			Active
POD	4/9/2004 11:25:43 AM	mcase			Active
Source	4/9/2004 11:25:53 AM	mcase			Active
POU	4/9/2004 11:31:17 AM	mcase			Active

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-7314 V1

Use	4/9/2004 11:31:38 AM	mcase			Active
Season	4/9/2004 11:32:15 AM	mcase			Active
Quantity	4/9/2004 11:32:52 AM	mcase			Active
Season	5/12/2004 3:22:17 PM	mcase			Active
Summary			11/02/2006	jdean	Active

Verification Log:

Element	Date Time Stamp	Reviewer	Log text
POU	11/2/2006 4:00:51 PM	jdean	Updated shape for Active POU
Summary	11/2/2006 4:16:54 PM	jdean	(Yes) 1. Is the basis of this claim a Decree, License, Permit, Application or Posted Notice? (No) 2. Does any evidence indicate a five year period of continuous nonuse occurred that could result in recommending forfeiture or partial forfeiture? (No) 5. Does this right have any combined use limits with other rights? (No) 6. Is an additional remark and/or condition required? (Yes) 7. Would you like to view the recommended right? (No) 8. Is this a split or combined right? (No) 9. Do you have documents you would like to attach or link to the file? (Yes) 10. Would you like to set the verification date?
POU	11/2/2006 4:01:05 PM	jdean	Updated PLS for Active POU
Season	5/12/2004 3:22:18 PM	mcase	(Yes) 1. Is the basis of claim Decree or License? (Yes) 4. Does the Decree or License have a Period of Use? (Yes) 5. Can the claimed Period of Use be verified using the water right file? (Yes) 14. Is irrigation claimed as a Purpose of Use? (Yes) 16. Is the Period of Use on the decree, license or transfer shorter on either the start date or end date than allowable under current IDWR standards? (No) 17. Was the Period of Use shortened by a Transfer to a standard Period of Use that is shorter than the current standard Period of Use?
POU	2/26/2004 2:48:52 PM	awarntje	Edited shape boundary
POU	2/26/2004 2:58:36 PM	awarntje	Edited shape boundary
POD	4/9/2004 11:25:43 AM	mcase	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a POD? (Yes) 5. Can the claimed POD be verified using the water right file?

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-7314 V1

Source	4/9/2004 11:25:54 AM	mcase	(Yes) 1. Is the basis of claim Decree or License? (Yes) 4. Does the Decree or License have a source? (Yes) 5. Can the claimed source be verified using the water right file?
POU	4/9/2004 11:30:13 AM	mcase	Edited shape boundary
POU	4/9/2004 11:31:18 AM	mcase	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 2a. Is the POU required? (Yes) 5. Does the Decree or License have a POU? (Yes) 6. Can the claimed POU be verified using the water right file?
Use	4/9/2004 11:31:38 AM	mcase	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a Purpose of Use? (Yes) 5. Can the claimed Purpose of Use be verified using the water right file?
Season	4/9/2004 11:32:16 AM	mcase	(Yes) 1. Is the basis of claim Decree or License? (Yes) 4. Does the Decree or License have a Period of Use? (Yes) 5. Can the claimed Period of Use be verified using the water right file? (Yes) 14. Is irrigation claimed as a Purpose of Use? (No) 16. Is the Period of Use on the decree, license or transfer shorter on either the start date or end date than allowable under current IDWR standards?
Quantity	4/9/2004 11:32:52 AM	mcase	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a diversion rate and/or volume? (Yes) 5. Can the claimed diversion rate and/or volume be verified using the water right file? (Yes) 8. Does the parent right have an annual diversion volume limit? (Yes) 10. Is a irrigation a purpose of use? Description for Question 10 - Diversion licensed for 399 AF.
Priority Date	4/9/2004 11:20:09 AM	mcase	(No) 1. Should this water use have been included in a later court decree of the water rights from this source? (Yes) 4. Is the basis of claim decree or license? (Yes) 5. Does the decree or license have a Priority Date? (Yes) 6. Did the Claimant claim the decreed or licensed Priority Date ? (Yes) 15. Is the basis of claim coded correctly? (No) 16. Is a Priority Date remark and/or condition required?
POD	4/9/2004 11:24:40 AM	mcase	Edited point location
POU	2/27/2004 9:00:47 AM	awarntje	Edited shape boundary
POU	2/27/2004 9:02:45 AM	awarntje	Edited shape boundary

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-7314 V1

POU	2/27/2004 8:55:53 AM	awarntje	Edited shape boundary
POU	2/27/2004 9:00:37 AM	awarntje	Edited shape boundary
POU	2/27/2004 9:04:45 AM	awarntje	Edited shape boundary
POU	2/27/2004 9:06:23 AM	awarntje	Edited shape boundary

Water Supply Bank:

RECEIVED
APR 4 2008
Department of Water Resources

Form 42-248/42-1409(6) 12/ 2006

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 IDWR will produce new water right number(s) for the split(s).

Water Right No(s).	Adjudication Claim No(s).	Split(s)	Water Right No(s).	Adjudication Claim No(s).	Split(s)
	67-7314				

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

N/A X 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 on file with the county Planning and Zoning or Recorder's Office).

OR

D. 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 or equivalent **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): The Arimia Brothers

4. New Owner/Claimant(s): Warren or Sallyann Shepard
Name Connector (Check ~~one~~): [ ] and, [ ] or, [ ] and/or

New Mailing Address: 735 County Rd 70

City, State and ZIP Code: Weiser Id. 83672

New Telephone Number: (208) 549 2856

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5. Date you acquired the property 4-28-06

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7.** If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right will not be split, skip this area and proceed to line 7)

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

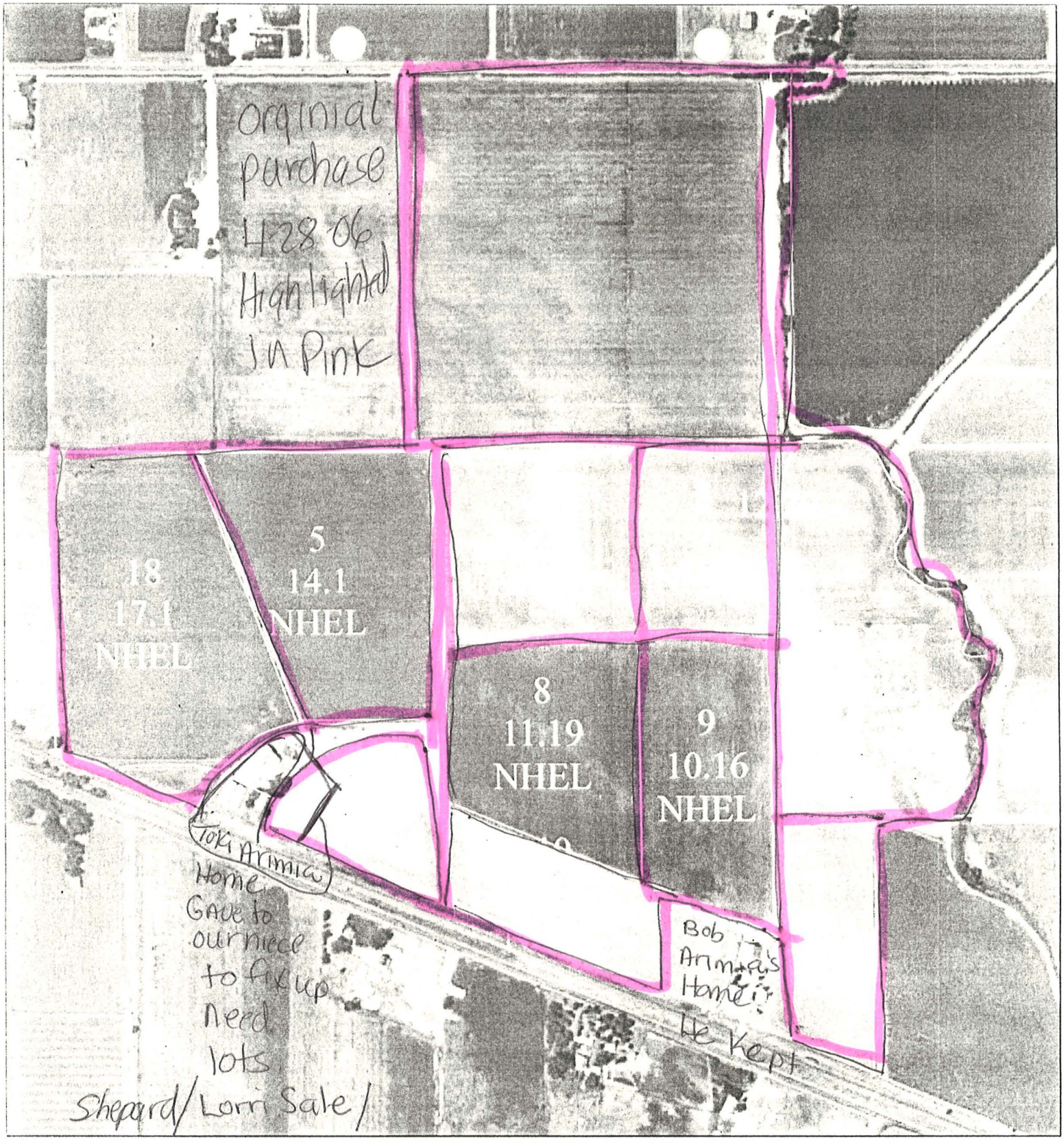
For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. **Signature(s) of New Owner(s) or Claimant(s)** Saeeyann Shepard, or (title if applicable)
Warren Shepard, (title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:
Received by _____ Date _____ Receipt Amt. _____
Receipted by _____ Date _____ Receipt No. _____
Processed by _____AJ Date _____ WR _____ Date _____

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USDA United States Department of Agriculture
Farm Service Agency

Washington County, ID

Farm 2378
Tract 2279

N
W E
S

0 235 470 940 Feet

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4-8-08

Sally:

As per your request here are the warranty deeds & legal description on the water right claim # 67-7314

Arimia's - Shepard

with Bob Arimia's House off and Old Home of Tokoi Arimia's off

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Department of Water Resources

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orginal House Site
of Torcoi had never been
Surveyed off so here it is
we are still owners of House
But am trying to work deal with
our neice when she can get
Credit
Straighted
out

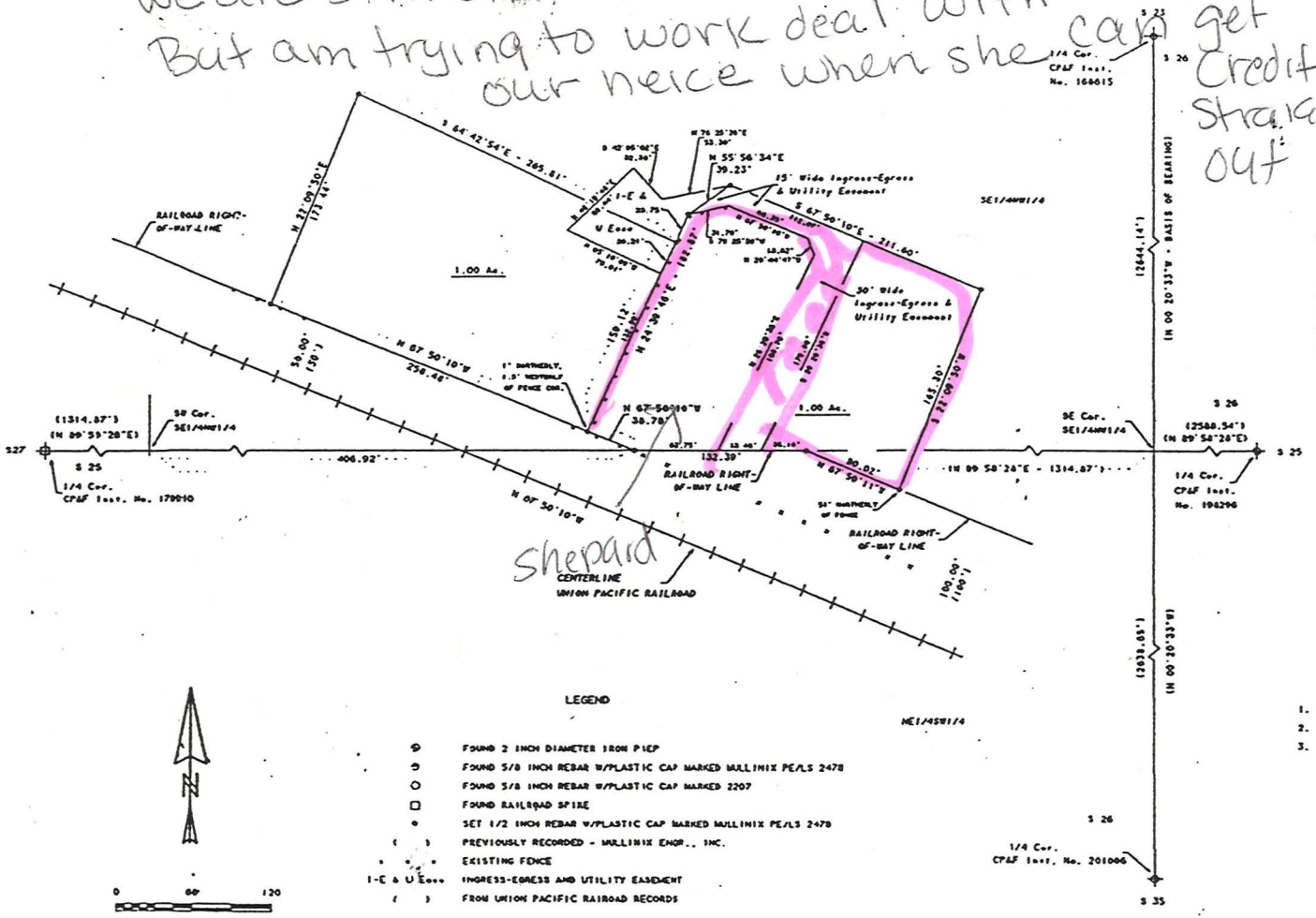
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APR - 8 2008

SURVEY FOR

WARREN SHEPARD

WITHIN

SE1/4NW1/4 AND NR1/4SW1/4 OF SECTION 26
T.11N., R.6W., B.M.
WASHINGTON COUNTY, IDAHO



LEGEND

⊕	FOUND 2 INCH DIAMETER IRON PIPE
⊕	FOUND 5/8 INCH REBAR W/PLASTIC CAP MARKED MULLINIX PE/LS 2478
○	FOUND 5/8 INCH REBAR W/PLASTIC CAP MARKED 2207
□	FOUND RAILROAD SPIKE
•	SET 1/2 INCH REBAR W/PLASTIC CAP MARKED MULLINIX PE/LS 2478
( )	PREVIOUSLY RECORDED - MULLINIX ENGR., INC.
	EXISTING FENCE
I-E & U Eose	INGRESS-EGRESS AND UTILITY EASEMENT
( )	FROM UNION PACIFIC RAILROAD RECORDS

0 60 120
SCALE IN FEET

CERTIFICATE OF ENGINEER/SURVEYOR

I, S. ROLAND MULLINIX, A REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED ON THIS PLAT WAS PERFORMED BY ME OR UNDER MY SUPERVISION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO IN JULY OF 2007.

REGISTERED PROFESSIONAL ENGINEER & LAND SURVEYOR
2478
STATE OF IDAHO
S. ROLAND MULLINIX

REFERENCE SURVEYS

1. RECORD OF SURVEY BY MULLINIX ENGR., INC., INST. NO. 203858.
2. RECORD OF SURVEY BY MULLINIX ENGR., INC., INST. NO. 168618.
3. RECORD OF SURVEY BY MULLINIX ENGR., INC., INST. NO. 141989.

INDEX NO. 1164-26-3-1-0-00-00
1164-26-4-2-0-00-00

MULLINIX ENGINEERING, INC.
WEISER, IDAHO 83672
JULY 26, 2007

WARREN SHEPARD (1.00 Acre House Parcel)

A parcel of land situated within the SE1/4NW/4 and the NE1/4SW1/4 of Section 26, Township 11 North, Range 6 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows:

Beginning at the southwest corner of the SE1/4NW1/4 of Section 26, T.11N., R.6W., B.M.;

Thence N 89°58'28"E, a distance of 406.92 feet along the south line of said SE1/4NW1/4 to the TRUE POINT OF BEGINNING on the northerly right-of-way line of the Union Pacific Railroad;

Thence N 67°50'10"W, a distance of 38.78 feet along said northerly railroad right-of-way line;

Thence N 24°39'46"E, a distance of 182.87 feet;

Thence N 55°56'34"E, a distance of 39.23 feet;

Thence S 67°50'10"E, parallel to said northerly railroad right-of-way line, a distance of 211.60 feet;

Thence S 22°09'50"W, a distance of 165.30 feet to a point on said northerly railroad right-of-way line, which point is within the NE1/4SW1/4 of said Section 26;

Thence N 67°50'10"W, a distance of 80.02 feet along said northerly railroad right-of-way line to a point on the north line of said NE1/4SW1/4 (south line of said SE1/4NW1/4);

Thence S 89°58'28"W, a distance of 132.39 feet along the south line of said SE1/4NW1/4 and the north right-of-way line of said railroad to the TRUE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH an ingress-egress and utility easement within the SE1/4NW1/4 of Section 26, Township 11 North, Range 6 West, Boise Meridian, Washington County, Idaho, which easement is more particularly described as follows:

Beginning at the southwest corner of the SE1/4NW1/4 of Section 26, T.11N., R.6W., B.M.;

Thence N 89°58'28"E, a distance of 470.67 feet along the south line of said SE1/4NW1/4 to the TRUE POINT OF BEGINNING on the north right-of-way line of the Union Pacific Railroad;

Thence N 26°20'36"E, a distance of 166.70 feet;

Thence N 20°44'47"W, a distance of 13.62 feet;

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Thence N 67°50'10"W, parallel to the northerly right-of-way line of said Union Pacific Railroad, a distance of 66.35 feet;

Thence S 78°25'28"W, a distance of 31.70 feet;

Thence N 55°56'34"E, a distance of 39.23 feet;

Thence S 67°50'10"E, parallel to said northerly railroad right-of-way line, a distance of 112.07 feet;

Thence S 26°20'36"W, a distance of 179.06 feet to a point on the south line of said SE1/4NW1/4 and the north right-of-way line of said railroad;

Thence S 89°58'28"W, a distance of 33.48 feet along the south line of said SE1/4NW1/4 and said north railroad right-of-way line to the TRUE POINT OF BEGINNING.

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APR - 8 2008

201176

AmeriTitle
Part Of The JELD-WEN Family

IDWD
Order No. 0011758

WARRANTY DEED

For Value Received,

Kenji Arima, Hideo Arima and Toshio Bob Arima DBA Arima Brothers Partnership

GRANTOR(s), do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto

Warren Shepard and Sallyann Shepard, husband and wife

GRANTEE(s), whose address is: **735 County Road 70, Weiser, ID 83672**

the following described real property in **WASHINGTON COUNTY, IDAHO**, to-wit:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the premises with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises that said premises are free from all encumbrances except the current year's taxes and assessments and that they will warrant and defend the same from all lawful claims whatsoever.

Instrument # 201176
WEISER, WASHINGTON, IDAHO
2006-05-02 12:23:00 No. of Pages: 3
Recorded for : AMERITITLE
SHARON WIDNER Fee: 9.00
Ex-Officio Recorder Deputy Lisa McKnight
Index to: DEED

Arima Brothers

BY: Kenji Arima
Kenji Arima, Partner

BY: Hideo Arima
Hideo Arima, Partner

BY: Toshio Bob Arima
Toshio Bob Arima, Partner

SCANNED
APR - 8 2008

201176

AmeriTitle
Part Of The JELD-WEN Family

IDWD
Order No. 0011758

WARRANTY DEED

For Value Received,

Kenji Arima, Hideo Arima and Toshio Bob Arima DBA Arima Brothers Partnership

GRANTOR(s), do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto

Warren Shepard and Sallyann Shepard, husband and wife

GRANTEE(s), whose address is: **735 County Road 70, Weiser, ID 83672**

the following described real property in **WASHINGTON COUNTY, IDAHO**, to-wit:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the premises with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises that said premises are free from all encumbrances except the current year's taxes and assessments and that they will warrant and defend the same from all lawful claims whatsoever.

Arima Brothers

BY: Kenji Arima
Kenji Arima, Partner

BY: Hideo Arima
Hideo Arima, Partner

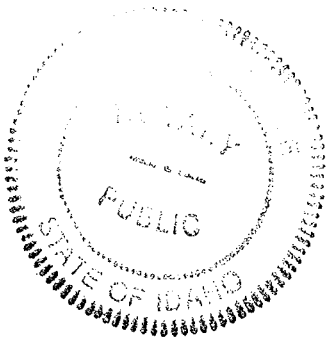
BY: Toshio Bob Arima
Toshio Bob Arima, Partner

SCANNED
APR - 8 2008

State of Idaho)
ss
County of Washington)

On this 28th day of April, 2006 before me, a notary public in and for said State, personally appeared Hideo Arima, Toshio Bob Arima and Kenji Arima known or identified to me to be the partners in the partnership of ARMIA BROTHERS and the partners who subscribed said partnership name to the within instrument, and acknowledged to me that they executed the same in said partnership name.

Notary Public
Residing at: Weiser, Idaho
Commission Expires: 11/4/09



SCANNED
APR - 8 2008

201177

AmeriTitle
Part Of The JELD-WEN Family

Order No. 0011758

WARRANTY DEED

For Value Received,

Tokie Arima, a widow, Kenji Arima, a widower, Hideo Arima, an unmarried man, Toshio Bob Arima and Vivian Arima, husband and wife

GRANTOR(s), do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto

Warren Shepard and Sallyann Shepard, husband and wife

GRANTEE(s), whose address is: **735 County Road 70, Weiser, ID 83672**

the following described real property **in WASHINGTON COUNTY, IDAHO**, to-wit:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the premises with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises that said premises are free from all encumbrances except the current year's taxes and assessments and that they will warrant and defend the same from all lawful claims whatsoever.

Tokie Arima

Tokie Arima

Kenji Arima

Kenji Arima

Hideo Arima

Hideo Arima

Toshio Bob Arima

Toshio Bob Arima

Vivian Arima

Vivian Arima

Instrument # 201177
WEISER, WASHINGTON, IDAHO
2006-05-02 12:23:00 No. of Pages: 2
Recorded for : AMERITITLE
SHARON WIDNER Fee: 6.00
Ex-Officio Recorder Deputy Lisa McKnight
Index to: DEED

State of Idaho)
SS
County of Washington)

On this 13 day of April, 2006 before me Christy L. Lisito, a notary public in and for said State, personally appeared Tokie Arima, Hideo Arima, Toshio Bob Arima, Vivian Arima and Kenji Arima 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.

Notary Public
Residing at: Weiser, ID
Commission Expires: 11/4/09

SCANNED
APR - 8 2008

201177

AmeriTitle
Part Of The JELD-WEN Family

Order No. 0011758

WARRANTY DEED

For Value Received,

Tokie Arima, a widow, Kenji Armia, a widower, Hideo Arima, an unmarried man, Toshio Bob Arima and Vivian Arima, husband and wife

GRANTOR(s), do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto

Warren Shepard and Sallyann Shepard, husband and wife

GRANTEE(s), whose address is: **735 County Road 70, Weiser, ID 83672**

the following described real property **in WASHINGTON COUNTY, IDAHO**, to-wit:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the premises with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises that said premises are free from all encumbrances except the current year's taxes and assessments and that they will warrant and defend the same from all lawful claims whatsoever.

Tokie Arima
Tokie Arima

Kenji Arima
Kenji Arima

Hideo Arima
Hideo Arima

Toshio Bob Arima
Toshio Bob Arima

Vivian Arima
Vivian Arima

State of Idaho)
ss
County of Washington)

On this 28th day of April, 2006 before me Christy L. White, a notary public in and for said State, personally appeared Tokie Arima, Hideo Arima, Toshio Bob Arima, Vivian Arima and Kenji Arima 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.

Notary Public
Residing at: Weiser, ID
Commission Expires 1/4/09

NOTARY PUBLIC

SCANNED
APR - 8 2008

201177

FILE NO.: 0011758

EXHIBIT A

The W½NW¼NE¼, the W½E½NW¼NE¼, and the E½E½NE¼NW¼ of Section 26 of Township 11 North, Range 6 West of the Boise Meridian, Washington County, Idaho.

Shepard's: Done
main Body

SCANNED
APR - 8 2008

201178

AmeriTitle
Part Of The JELD-WEN Family

IDWD
Order No. 0011758.

2 Exceptions

WARRANTY DEED

For Value Received,

Tokie Arima, a widow

GRANTOR, does hereby GRANT, BARGAIN, SELL and CONVEY unto

Warren Shepard and Sallyann Shepard, husband and wife

GRANTEE(s), whose address is: **735 County Road 70, Weiser, ID 83672**

the following described real property in **WASHINGTON COUNTY, IDAHO**, to-wit:

SEE EXHIBIT A WHICH IS MADE A PART HEREOF BY THIS REFERENCE

TO HAVE AND TO HOLD the premises with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises that said premises are free from all encumbrances except the current year's taxes and assessments and that they will warrant and defend the same from all lawful claims whatsoever.

Tokie Arima
Tokie Arima

Instrument # 201178
WEISER, WASHINGTON, IDAHO
2006-05-02 12:23:00 No. of Pages: 3
Recorded for : AMERITITLE
SHARON WIDNER Fee: 9.00
Ex-Officio Recorder Deputy Lisa McKnight
Index to: DEED

State of Idaho)
ss
County of Washington)

On this 26 day of April, 2006 before me, a notary public in and for said State, personally appeared Tokie Arima known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

Notary Public
Residing at: Weiser, Idaho
Commission Expires: 11/4/09

NOTARY PUBLIC STATE OF IDAHO

SCANNED
APR - 8 2008

AmeriTitle
Part Of The JELD-WEN Family

IDWD
Order No. 0011758

WARRANTY DEED

For Value Received,

Tokie Arima, a widow

GRANTOR, does hereby GRANT, BARGAIN, SELL and CONVEY unto

Warren Shepard and Sallyann Shepard, husband and wife

GRANTEE(s), whose address is: **735 County Road 70, Weiser, ID 83672**

the following described real property in **WASHINGTON COUNTY, IDAHO**, to-wit:

SEE EXHIBIT A WHICH IS MADE A PART HEREOF BY THIS REFERENCE

TO HAVE AND TO HOLD the premises with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises that said premises are free from all encumbrances except the current year's taxes and assessments and that they will warrant and defend the same from all lawful claims whatsoever.

Tokie Arima
Tokie Arima

State of Idaho)
ss
County of Washington)

On this 26 day of April, 2006 before me, a notary public in and for said State, personally appeared Tokie Arima known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

Notary Public
Residing at: Weiser, Idaho
Commission Expires: 11/4/09

NOTARY PUBLIC STATE OF IDAHO

SCANNED
APR - 8 2008

EXHIBIT A

PARCEL I:

All that part of the S½NW¼ and NE¼SW¼ of Section 26, Township 11 North, Range 6 West of the Boise Meridian, Washington County, Idaho, lying North and immediately adjoining the Oregon Short Line Railroad right-of-way.

EXCEPTING THEREFROM A TRACT OF LAND DESCRIBED AS FOLLOWS:

Beginning at the Northeast corner of the SE¼NW¼ of Section 26, Township 11 North, Range 6 West of the Boise Meridian, and thence running South 1683.7 feet, to the right-of-way of the Oregon Short Line Railroad;
Thence along said right-of-way N 67°59' W 221.1 feet;
Thence North 1600.8 feet;
Thence East 205 feet to the place of beginning.

N: 1455836.049
E: 2258658.96

AND

A tract of land in Section 26, Township 11 North, Range 6 West of the Boise Meridian, Washington County, Idaho, described as follows:
Beginning at a point 1320 feet south of the north quarter corner of said Section 26;
Thence East 488.73 feet;
Thence South parallel to the centerline of said Section 26, 1883.32 feet, more or less, to the right-of-way of the Oregon Short Line Railroad;
Thence Northwesterly along said right-of-way 748.08 feet;
Thence North and parallel to the center line of said Section 26 1600.8 feet;
Thence East 205 feet to the place of beginning.

N: 1456238.08
E: 2258673.848

AND

Beginning at a point 1320 feet South and 488.73 feet East of the Quarter corner on the north line of Section 26 of Township 11 North, Range 6 West of the Boise Meridian, Washington County, Idaho;
Thence East to the Northeast corner of the SW¼NE¼ of said Section 26;
Thence South along the East line of the SW¼NE¼ and the NW¼SE¼ of said Section 26 to the North line of the Oregon Short Line Railroad right-of-way;
Thence Northwesterly along the said right-of-way to a point 526.98 feet Southeasterly from the west line of the said NW¼SE¼;
Thence North to the place of beginning.

AND

Beginning at the Southwest corner of the SE¼NE¼ of Section 26, Township 11 North, Range 6 West of the Boise Meridian, Washington County, Idaho;
Thence North on the west line of said SE¼NE¼ to a point 93 feet south of the Northwest corner of said SE¼NE¼;
Thence East 65 feet, more or less, to the east bank of Jenkins Creek;
Thence in a general southeasterly direction following the east bank of said Jenkins Creek to where said creek intersects the south boundary line of said SE¼NE¼;
Thence west on the south boundary line of said SE¼NW¼ a distance of 380 feet, more or less, to the place of beginning.

SCANNED
APR - 8 2008

/E AND EXCEPT the following described parcel of land:

A parcel of land situated within the SE1/4 of Section 26, Township 11 North, Range 6 West, Boise Meridian, Washington County, Idaho, more particularly described as follows:

N: 145 4629.51
E: 2258614.21

Beginning at the S1/4 corner of said Section 26;
Thence N 0°32'33"W, a distance of 2321.48 feet along the North-South centerline of said Section 26 to a point on the northerly right of way of the Union Pacific Railroad;
Thence S 68°02'20"E, a distance of 519.14 feet along said northerly railroad right of way to the TRUE THE POINT OF BEGINNING;
Thence N 0°16'07"W, a distance of 269.06 feet;
Thence S 68°02'12"E, a distance of 524.82 feet;
Thence S 00°16'07"E, a distance of 269.04 feet to a point on the said northerly railroad right of way;
Thence N 68°02'20" W, a distance of 524.81 feet to THE TRUE POINT OF BEGINNING.

Except 3

TOGETHER WITH AND SUBJECT TO a strip of land 10 feet wide for the purpose of an underground irrigation pipeline easement situated within the SE¼ of Section 26, Township 11 North, Range 6 West, Boise Meridian, Washington County, Idaho, and being more particularly described as:

Easement

Beginning at the S1/4 corner of said Section 26;
Thence N 0°32'33" W, a distance of 2321.48 feet along the North-South centerline of said Section 26 to the northerly right of way line of the Union Pacific Railroad;
Thence S 68°02'20" E, a distance of 981.00 feet along said northerly railroad right of way line to THE TRUE POINT OF BEGINNING;
Thence N 07°26'04" E, a distance of 257.27 feet;
Thence S 68°02'12" E, a distance of 10.33 feet;
Thence S 07°26'04" W, a distance of 257.27 feet;
Thence N 68°02'20" W, a distance of 10.33 feet to THE TRUE POINT OF BEGINNING.

SCANNED
APR - 8 2008

201179

11758

PERSONAL REPRESENTATIVE'S DEED

For Value Received, ROBERT ARIMA, the duly appointed qualified and ac
Personal Representative of the Estate of SHUJI JIM ARIMA, Deceased, pursuant to
appointment by the Magistrate Division of the District Court of the Third Judicial D
in and for Washington County, State of Idaho, the Grantor does hereby grant, barga
sell and convey unto WARREN SHEPARD AND SALLYANN SHEPARD, husba
and wife, the Grantees, of 735 County Rd 70, Weiser, ID 83672, all right, title and
interest of the said estate in and to the following described premises, located in the
County of Washington, State of Idaho, to-wit:

Shepard : main body of property
Dowe

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD, the said premises with their appurtenances unto the said Grantees, their heirs and assigns forever. And said Grantor does hereby covenant to and with the said Grantees that the property is free from all encumbrances excepting reservations, easements, encumbrances, restrictions and rights-of-way appearing of record and/or existing, and that they will warrant and defend the same from all lawful claims whatsoever.

DATED: April 28, 2006

Instrument # 201179
WEISER, WASHINGTON, IDAHO
2006-05-02 12:23:00 No. of Pages: 3
Recorded for : AMERITITLE
SHARON WIDNER Fee: 9.00
Ex-Officio Recorder Deputy Lisa McKnight
Index to: DEED

Robert Arima
ROBERT ARIMA
PERSONAL REPRESENTATIVE OF THE
ESTATE OF SHUJI JIM ARIMA

STATE OF IDAHO

County of WASHINGTON

On this 25th day of April, 2006, before me, a notary public in and for said State, personally appeared ROBERT ARIMA, known to me to be the person whose name is subscribed to the within instrument as Personal Representative and acknowledged to me that he executed the same in his/her official capacity as Personal Representative of the said estate.

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

CHRISTY L. WHITE NOTARY PUBLIC STATE OF IDAHO

Notary Public for said State of IDAHO
Residing at: Weiser, Idaho
Commission Expires: 1/4/09

SCANNED
APR - 8 2008

AmeriTitle
Part Of The JELD-WEN Family

Order No. 0011758

WARRANTY DEED

For Value Received,

Tokie Arima, a widow, Kenji Armia, a widower, Hideo Arima, an unmarried man, Toshio Bob Arima and Vivian Arima, husband and wife

GRANTOR(s), do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto

Warren Shepard and Sallyann Shepard, husband and wife

GRANTEE(s), whose address is: **735 County Road 70, Weiser, ID 83672**

the following described real property **in WASHINGTON COUNTY, IDAHO**, to-wit:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the premises with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises that said premises are free from all encumbrances except the current year's taxes and assessments and that they will warrant and defend the same from all lawful claims whatsoever.

Tokie Arima
Tokie Arima

Kenji Arima
Kenji Arima

Hideo Arima
Hideo Arima

Toshio Bob Arima
Toshio Bob Arima

Vivian Arima
Vivian Arima

State of Idaho)
ss
County of Washington)

On this 13 day of April, 2006 before me Christy L. White, a notary public in and for said State, personally appeared Tokie Arima, Hideo Arima, Toshio Bob Arima, Vivian Arima and Kenji Arima 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.

Notary Public
Residing at: Weiser, ID
Commission Expires 1/4/09

CHRISTY L. WHITE
NOTARY PUBLIC
STATE OF IDAHO

SCANNED
APR - 8 2008

FILE NO.: 0011758

EXHIBIT A

The W½NW¼NE¼, the W½E½NW¼NE¼, and the E½E½NE¼NW¼ of Section 26 of Township 11 North, Range 6 West of the Boise Meridian, Washington County, Idaho.

SCANNED
APR - 8 2008

Krmla

State of Idaho
DEPARTMENT OF WATER RESOURCES
322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098
Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: www.idwr.idaho.gov

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

March 18, 2008

RECEIVED
APR 04 2008
DEPARTMENT OF
WATER RESOURCES

WARREN SHEPARD
73 S COUNTY RD 70
WEISER ID 83672

RE: Snake River Basin Adjudication (SRBA)
Notice of Claim to a Water Right #67-7314

Dear Claimant:

We have been advised you may be the current owner of the property and water right claim referenced above. Before we can modify our records to reflect your ownership of the water right, we require the enclosed Notice of Change of Water Right Ownership form be submitted. I have enclosed that form for your use.

Please remember to enclose your Warranty Deed with the legal description of your property attached (usually Exhibit A).

Since this claim is still pending before the court, there is no fee to change the ownership. Please send the completed ownership change to my attention at this office.

Please call me toll-free at 1-800/451-4129 if you have any questions.

Sincerely,

Sally Sherman
Technical Records Specialist
Adjudication Bureau

ss:file
Enclosure:
Notice of Change in Water Right Ownership Form
cc: Former Owners w/o Enclosure

SCANNED
APR - 8 2008

Sally Sherman 4-8-08

I have also enclosed the portions of this property we sold off with notations & maps. If you have any questions please feel free to call 208 549 2856

Arimias-	Shepard-	Reyes	9-29-06
Arimias-	Shepard	- Murray	9-29-06
Arimias	-Shepard	- Oldfield	5-14-07
Arimia	- Shepard-	Wilkins	8-31-07

67-7314

RECEIVED
APR 4 2008
Department of Water Resources

SCANNED
APR - 8 2008

Arimia - to Shepard - to Murray

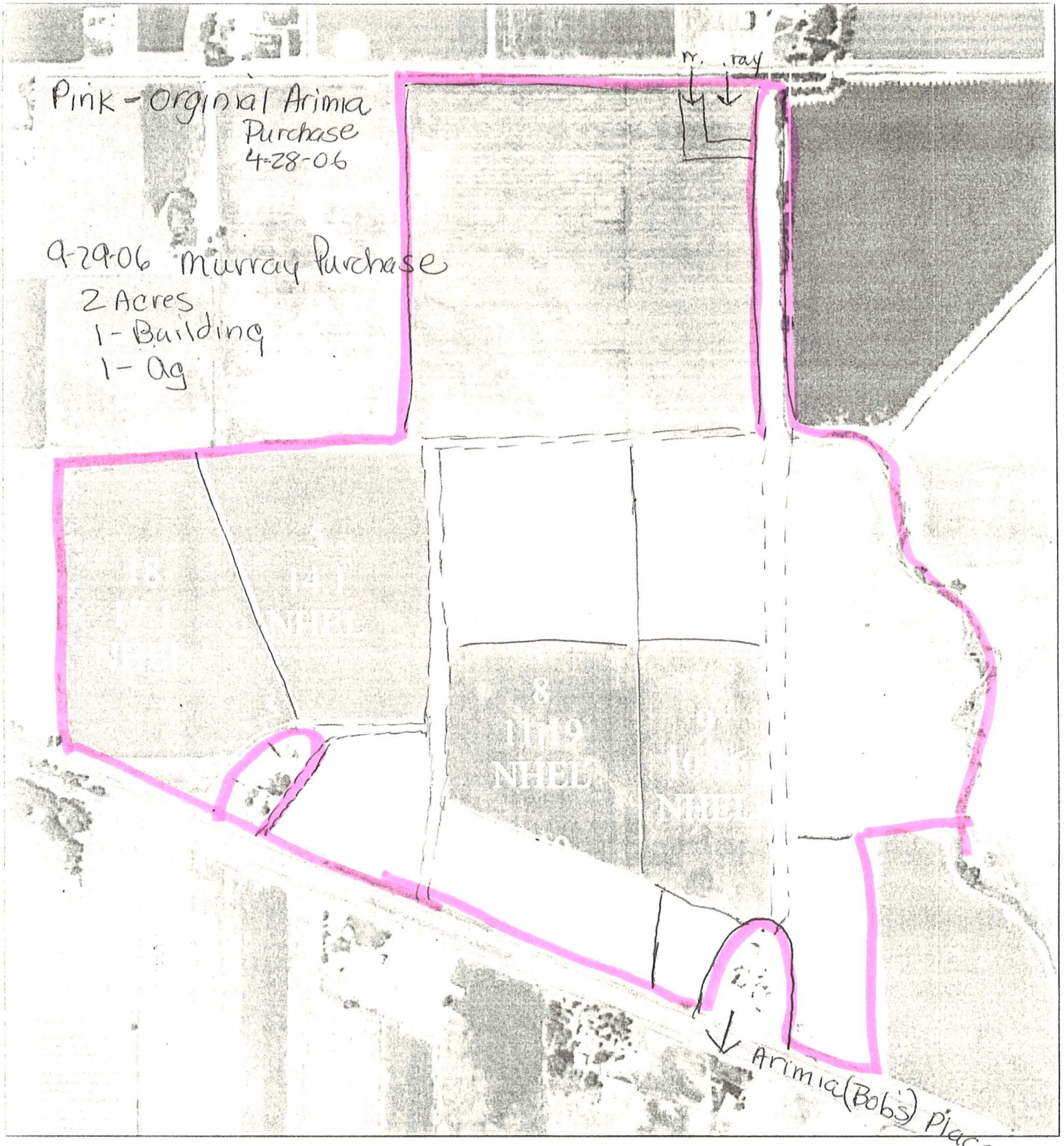
9-29-06

2 Acres

① 1 Acre building Site with in other acre

RECEIVED
APR 4 2008
Department of Water Resources

SCANNED



USDA United States Department of Agriculture
Farm Service Agency

Washington County, ID

Farm 2378
Tract 2279

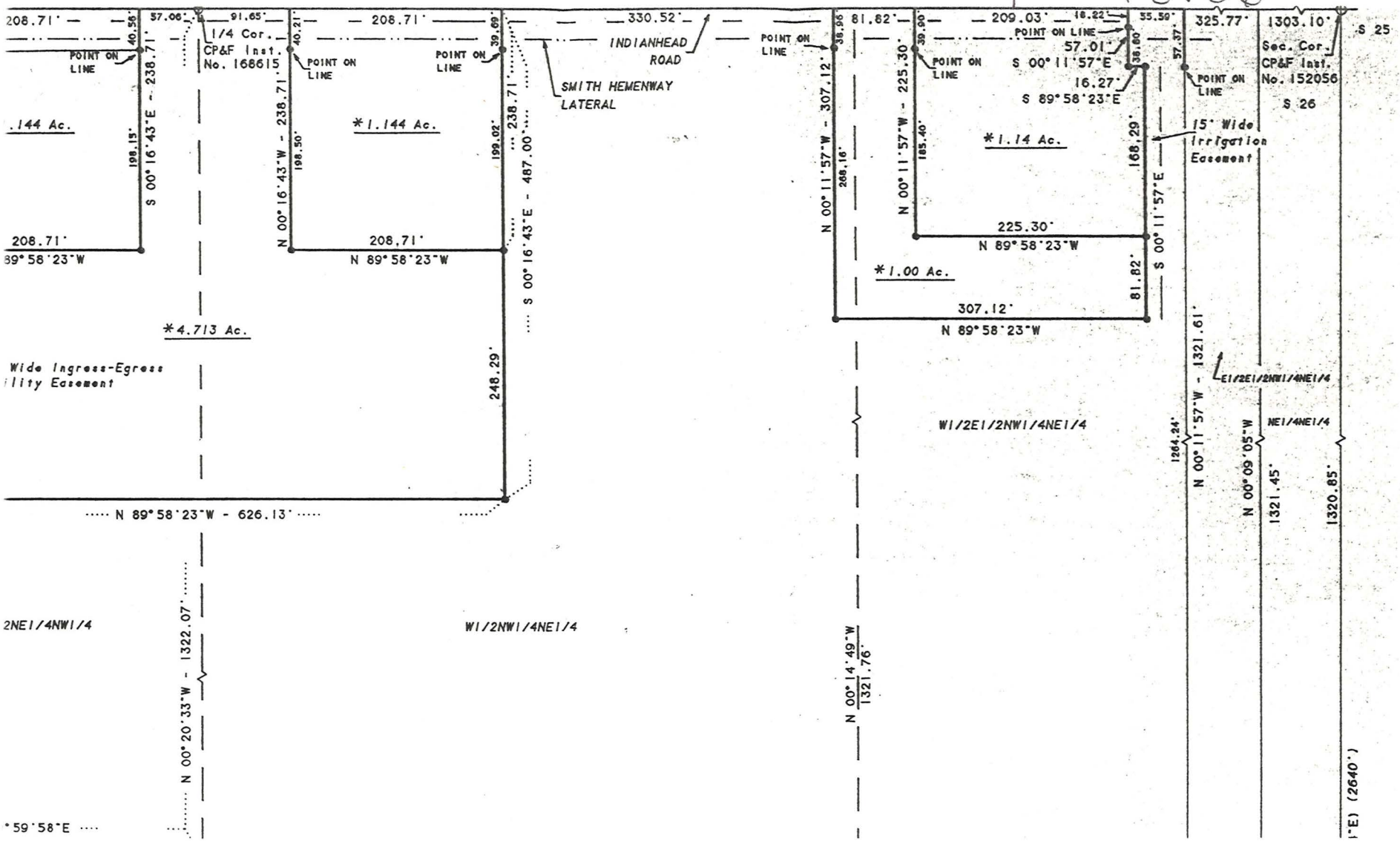
N
W E
S

0 235 470 940 Feet

SCANNED
APR - 8 2008

SCANNED
APR - 8 2008

Murray 9-29-06



Washington County Title Co.

35 West Idaho St. Weiser, ID 83672 wctitle@ruralnetwork.net

Title Insurance
Escrow Service

(208) 414-1455
FAX (208) 414-1487

Escrow Closing 206_299
Seller Statement

Seller: Warren Shepard & Sallyann Shepard
Buyer: Frank C. Murray II & Kathe Murray
Property Address:

			Debit	Credit
Purchase Price:				$55,900.00
Seller Contract:			$44,720.00	
Earnest Deposit Received:			$0.00	
Recording Fees:			$12.00	
Warranty Deed	(½)	9.00		
Deed of Trust	(½)	15.00		
County Tax Proration based on 2005 Assessments: (Estimate)			$31.11	
$41.14 276 days (1/01/06 - 10/04/06)				
Irrigation Dist Proration based on 2005 Assessment: (Estimate)			NONE	
$0.00 0 days (4/15/06 - **/**/06)				
Owners Title Insurance Re-Issue Premium			$348.75	
Wire/Courier Fee:			$0.00	
Commission: Creed Noah Real Estate Company			$3,354.00	
Escrow Closing Fee:	(½)	190.00	$95.00	
		TOTAL	$48,560.86	$55,900.00
Payable To Seller at Closing			**$7,339.14**	
Account Balance			$55,900.00	$55,900.00

APPROVED This 29 day of Sept, 2006.
Payments in accordance with this statement are hereby authorized.

Warren Shepard
735 County Rd 70
Weiser, ID 83672

Sallyann Shepard

WASHINGTON COUNTY TITLE CO

By: Paula L. Thomsen

SCANNED
APR - 8 2006

203120

Approved by:
Initials_____

COPY

Warranty Deed

FOR VALUE RECEIVED, WARREN SHEPARD and SALLYANN SHEPARD, husband and wife, the Grantors, do hereby, grant, bargain, sell and convey unto FRANK C. MURRAY II and KATHE MURRAY, husband and wife, the Grantees, whose address is 152 Rainbow Dr., #5268, Livingston, TX 77399, the following described real estate situated in Washington County, State of Idaho, to-wit:

See Attached Legal Description

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their successors and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that said premises are free from all incumbrances, and that they will warrant and defend the same from all lawful claims whatsoever.

DATED this 29th day of September, 2006.

Warren Shepard
WARREN SHEPARD

Sallyann Shepard
SALLYANN SHEPARD

STATE OF IDAHO)
: ss
County of Washington)

On this 29th day of September, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared WARREN SHEPARD and SALLYANN SHEPARD, 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 seal the day and year first above written.

Instrument # 203120
WEISER, WASHINGTON, IDAHO
2006-10-04 02:55:00 No. of Pages: 3
Recorded for : WASHINGTON COUNTY TITLE
SHARON WIDNER Fee: 9.00
Ex-Officio Recorder Deputy Lisa McKnight
Index to: DEED

Paula L. Thomsen
Notary Public for Idaho
Residing at Weiser, Idaho
Commission expires: 3-11-2009

PAULA L. THOMSEN
NOTARY PUBLIC
STATE OF IDAHO

SCANNED
APR - 8 2009

203120

Legal Description to Warranty Deed

IN WASHINGTON COUNTY, IDAHO:

Parcel I

A parcel of land situated within the W1/2E1/2NW1/4NE1/4 and the W1/2NW1/4NE1/4 of Section 26, Township 11 North, Range 6 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows:

Beginning at the northeast corner of the W1/2E1/2NW1/4NE1/4 of Section 26, T.11N., R.6W., B.M.; N: 1456231.0 E: 2258874.32

Thence N 89°58'23" W, a distance of 264.62 feet along the north line of said W1/2E1/2NW1/4NE1/4 to the TRUE POINT OF BEGINNING;

Thence S 0°11'57" E, parallel to the east line of said W1/2E1/2NW1/4NE1/4, a distance of 225.30 feet;

Thence S 89°58'23" E, parallel to the north line of said W1/2E1/2NW1/4NE1/4, a distance of 225.30 feet;

Thence S 0°11'57" E, parallel to the east line of said W1/2E1/2NW1/4NE1/4, a distance of 81.82 feet;

Thence N 89°58'23" W, parallel to the north line of said W1/2E1/2NW1/4NE1/4 and the north line of the W1/2NW1/4NE1/4 of said Section 26, a distance of 307.12 feet to a point within said W1/2NW1/4NE1/4;

Thence N 0°11'57" W, parallel to the east line of said W1/2E1/2NW1/4NE1/4, a distance of 307.12 feet to a point on the north line of said W1/2NW1/4NE1/4;

Thence S 89°58'23" E, a distance of 81.82 feet along the north line of said W1/2NW1/4NE1/4 and the north line of said W1/2E1/2NW1/4NE1/4 to the TRUE POINT OF BEGINNING.

SUBJECT TO the right-of-way of Indianhead Road along the north side of the above described parcel of land.

ALSO SUBJECT TO the right-of-way of Smith Hemenway Lateral District.

SCANNED
APR - 8 2008

Parcel II

A parcel of land situated within the W1/2E1/2NW1/4NE1/4 of Section 26, Township 11 North, Range 6 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows:

Beginning at the northeast corner of the W1/2E1/2NW1/4NE1/4 of Section 26, T.11N., R.6W., B.M.;

Thence N 89°58'23" W, a distance of 55.59 feet along the north line of said W1/2E1/2NW1/4NE1/4 to the TRUE POINT OF BEGINNING;

Thence S 0°11'57" E, parallel to the east line of said W1/2E1/2NW1/4NE1/4, a distance of 57.01 feet;

Thence S 89°58'23" E, parallel to the north line of said W1/2E1/2NW1/4NE1/4, a distance of 16.27 feet;

Thence S 0°11'57" E, parallel to the east line of said W1/2E1/2NW1/4NE1/4, a distance of 168.29 feet;

Thence N 89°58'23" W, parallel to the north line of said W1/2E1/2NW1/4NE1/4, a distance of 225.30 feet;

Thence N 0°11'57" W, parallel to the east line of said W1/2E1/2NW1/4NE1/4, a distance of 225.30 feet to a point on the north line of said W1/2E1/2NW1/4NE1/4;

Thence S 89°58'23" E, a distance of 209.03 feet along the north line of said W1/2E1/2NW1/4NE1/4 to the TRUE POINT OF BEGINNING.

SUBJECT TO the right-of-way of Indianhead Road along the north side of the above described parcel of land.

ALSO SUBJECT TO the right-of-way of Smith Hemenway Lateral District.

ALSO TOGETHER WITH AND SUBJECT TO a 15 foot wide irrigation easement with the west boundary of said easement being the line described above as S 0°11'57"E, a distance of 168.29 feet along the east boundary of the above described parcel of land.

SCANNED
APR - 8 2008

203121

DEED OF TRUST

THIS DEED OF TRUST, Made this 29th day of September, 2006, BETWEEN FRANK C. MURRAY II and KATHE MURRAY, husband and wife herein called GRANTOR, whose address is 152 Rainbow Drive, #5268, Livingston, TX 77399, and WASHINGTON COUNTY TITLE CO, an Idaho Corporation, herein called TRUSTEE, and WARREN SHEPARD and SALLYANN SHEPARD, husband and wife, herein called BENEFICIARY, whose address is 735 County Rd. 70, Weiser, ID 83672

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST WITH POWER OF SALE, that property in the county of Washington, State of Idaho, described as follows and containing not more than forty acres:

SEE LEGAL DESCRIPTION ATTACHED

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of **$44,720.00**, with final payment due: **September 29, 2011** and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purposes, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon

A. To protect the security of this Deed of Trust Grantor agrees:

1. To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law, to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the right or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay, at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In Addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

SCANNED
APR - 8 2008

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the rate of interest specified in the above described promissory note.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligations hereof, may; make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgement of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sum so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: Reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention upon payment of its fees, Trustee shall reconvey without warranty, the property then held hereunder. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto".

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trust, to collect rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice either in person, by agent, or by a received to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property of any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon and indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligation hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed. Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its Deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any

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matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the rate specified in the above described promissory note; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular member includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

If all or any part of the property described herein, or an interest therein is sold transferred or contracted to be sold or transferred in the future by agreement without the beneficiary's prior written consent, excluding a transfer by devise, descent or operation of law upon the death of a grantor, beneficiary may, at beneficiary's sole option, declare all sums secured by this Deed of Trust to be immediately due and payable.

FRANK C. MURRAY II

KATHE MURRAY

STATE OF California)
: ss
County of Madera)

On this 2 day of October, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared FRANK C. MURRAY II and KATHE MURRAY, 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 seal the day and year first above written.

Notary Public for Madera Co.
Residing at Oakhurst CA.
Commission expires: June 24, 2007

KEITH A. ADAY
Commission # 1426377
Notary Public - California
Madera County
My Comm. Expires Jun 24, 2007

Instrument # 203121
WEISER, WASHINGTON, IDAHO
2006-10-04 02:55:00 No. of Pages: 4
Recorded for : WASHINGTON COUNTY TITLE
SHARON WIDNER Fee: 12.00
Ex-Officio Recorder Deputy
Index to: MORTGAGE

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203121

Legal Description to Deed of Trust

A parcel of land situated within the W1/2E1/2NW1/4NE1/4 of Section 26, Township 11 North, Range 6 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows:

Beginning at the northeast corner of the W1/2E1/2NW1/4NE1/4 of Section 26, T.11N., R.6W., B.M.;

Thence N 89°58'23" W, a distance of 55.59 feet along the north line of said W1/2E1/2NW1/4NE1/4 to the TRUE POINT OF BEGINNING;

Thence S 0°11'57" E, parallel to the east line of said W1/2E1/2NW1/4NE1/4, a distance of 57.01 feet;

Thence S 89°58'23" E, parallel to the north line of said W1/2E1/2NW1/4NE1/4, a distance of 16.27 feet;

Thence S 0°11'57" E, parallel to the east line of said W1/2E1/2NW1/4NE1/4, a distance of 168.29 feet;

Thence N 89°58'23" W, parallel to the north line of said W1/2E1/2NW1/4NE1/4, a distance of 225.30 feet;

Thence N 0°11'57" W, parallel to the east line of said W1/2E1/2NW1/4NE1/4, a distance of 225.30 feet to a point on the north line of said W1/2E1/2NW1/4NE1/4;

Thence S 89°58'23" E, a distance of 209.03 feet along the north line of said W1/2E1/2NW1/4NE1/4 to the TRUE POINT OF BEGINNING.

SUBJECT TO the right-of-way of Indianhead Road along the north side of the above described parcel of land.

ALSO SUBJECT TO the right-of-way of Smith Hemenway Lateral District.

ALSO TOGETHER WITH AND SUBJECT TO a 15 foot wide irrigation easement with the west boundary of said easement being the line described above as S 0°11'57"E, a distance of 168.29 feet along the east boundary of the above described parcel of land.

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APR - 8 2008

Arimia - to Shepard to Oldfield

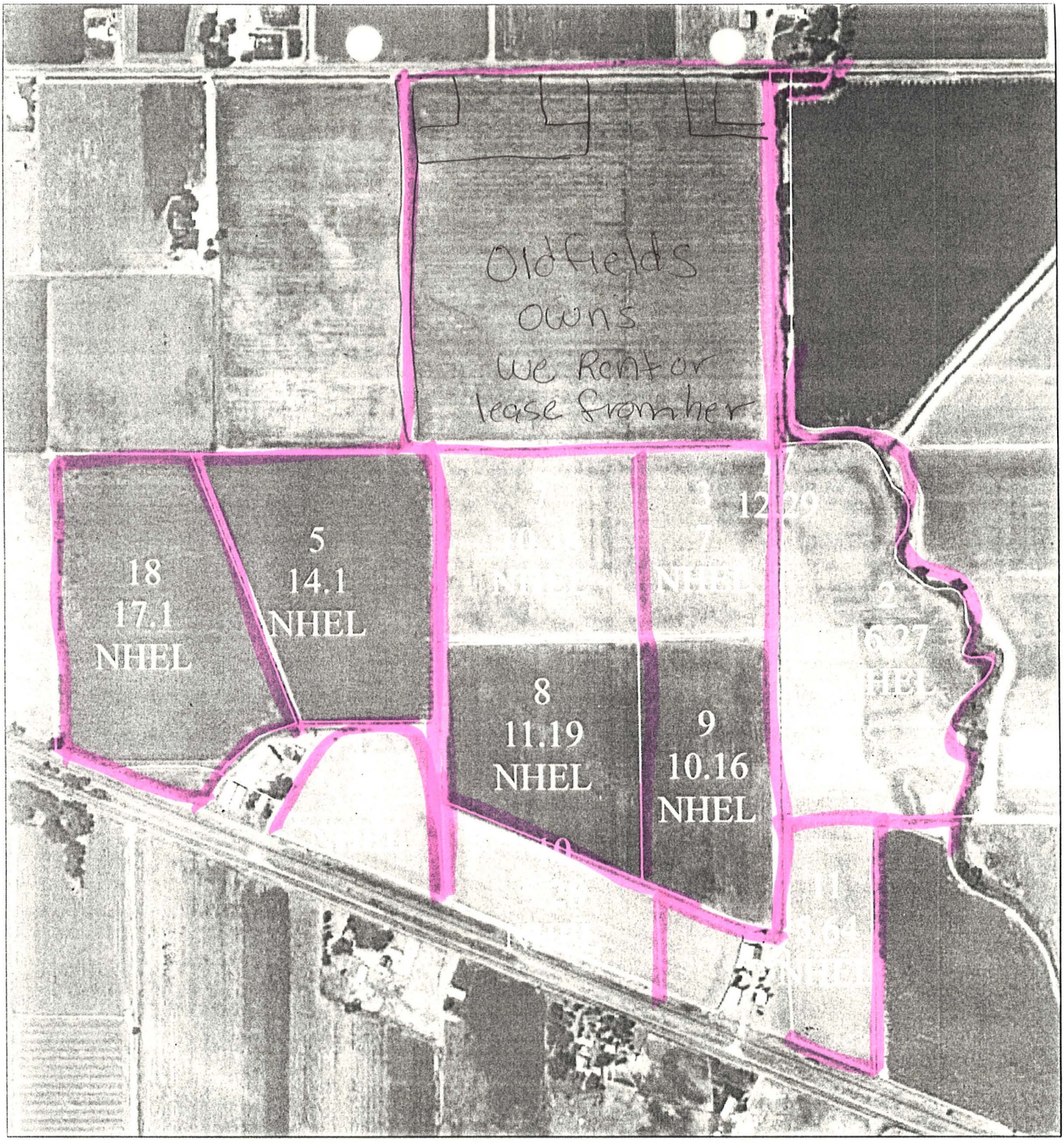
May 14 2007

RECEIVED
APR 4 2008
Department of Water Resources

Appr. 24 Acres - farming

No Building Site

SCANNED
APR - 8 2008



USDA United States Department of Agriculture
Farm Service Agency

Washington County, ID

Farm 2378
Tract 2279

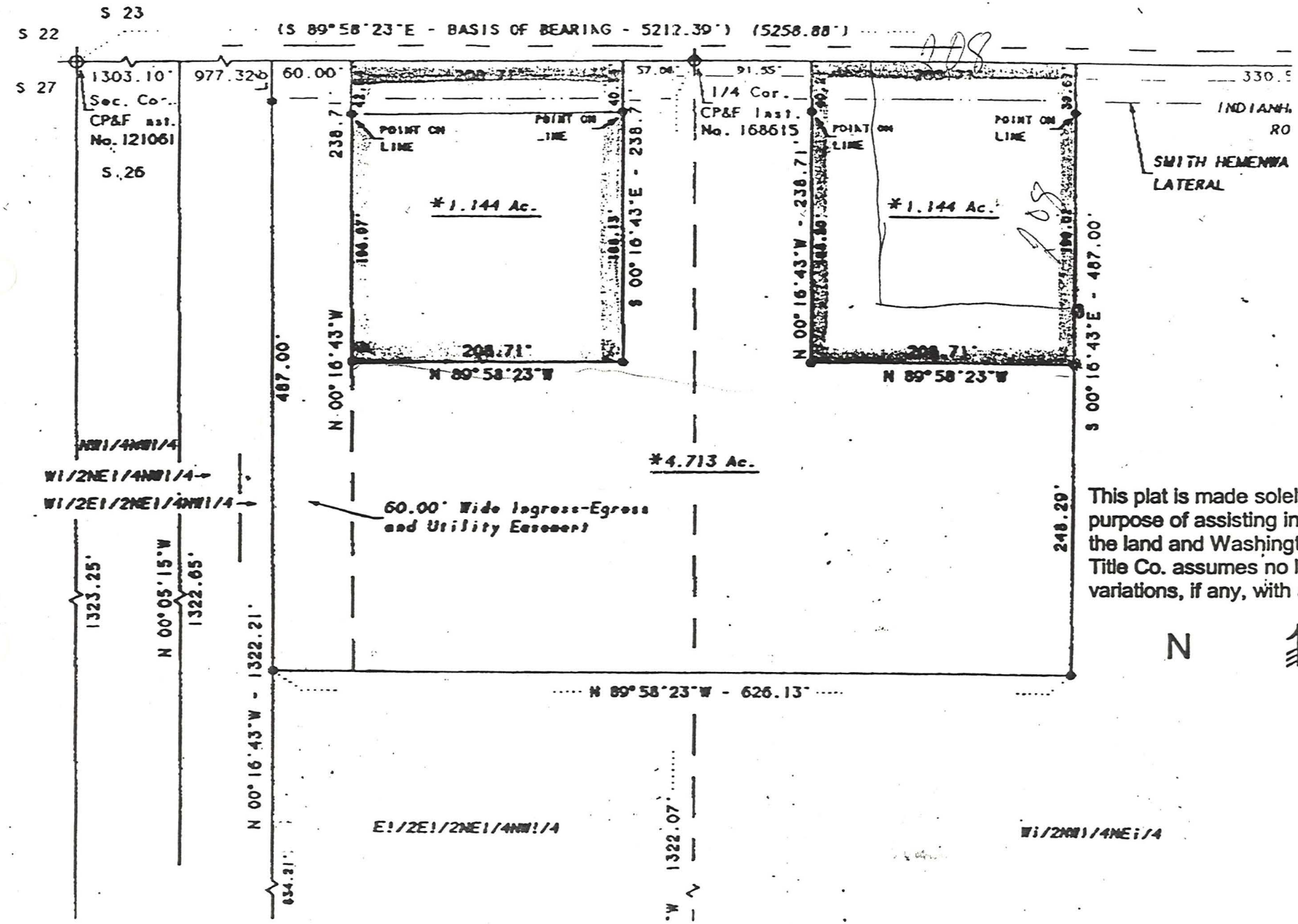
N
W E
S

0 235 470 940 Feet

SCANNED
APR - 8 2008

SEP-27-2006 05:08 PM MULLINIX ENGINEERING INC 208 5492575 P.03

SCANNED APR - 8 2008



This plat is made solely for the purpose of assisting in locating the land and Washington County Title Co. assumes no liability for variations, if any, with actual sur

N

Instrument # 205432
STATE OF IDAHO, COUNTY OF WASHINGTON
2007-05-15 13:00 No. of Pages: 3
Recorded for WASHINGTON COUNTY TITLE C
SHARON WIDNER Fee:9.00
Ex-Officio Recorder Deputy LMcKnight
Index To: DEED
Electronically Recorded by Simplifile

Approved by:
Initials YO

Warranty Deed

FOR VALUE RECEIVED, WARREN SHEPARD and SALLYANN SHEPARD, husband and wife, the Grantors, do hereby, grant, bargain, sell and convey unto YONCHA OLDFIELD a married person as her sole and separate property, the Grantee, whose address is 651 That Rd., Weiser, ID 83672, the following described real estate situated in Washington County, State of Idaho, to-wit:

See Attached Legal Description

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their successors and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that said premises are free from all incumbrances, and that they will warrant and defend the same from all lawful claims whatsoever.

DATED this 14 day of May, 2007

Warren Shepard
WARREN SHEPARD

Sallyann Shepard
SALLYANN SHEPARD

STATE OF IDAHO)
: ss
County of Washington)

On this 14 day of May, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared WARREN SHEPARD and SALLYANN SHEPARD, 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 seal the day and year first above written.

Clarence R. Stark
Notary Public for Idaho
Residing at Weiser, Idaho
Commission expires:
9-7-2011

CLARENCE R. STARK NOTARY PUBLIC STATE OF IDAHO

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APR - 8 2008

Legal Description for Warranty Deed

IN WASHINGTON COUNTY, IDAHO:

The W½NW¼NE¼, the W½E½NW¼NE¼, and E½E½NE¼NW¼ of Section 26 of Township 11 North, Range 6 West of the Boise Meridian.

SAVE AND EXCEPT: A parcel of land situated within the E1/2E1/2NE1/4NW1/4 of Section 26, Township 11 North, Range 6 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows:

Beginning at the northwest corner of the E1/2E1/2NE1/4NW1/4 of Section 26, T.11N., R.6W., B.M.;

Thence S 89°58'23" E, a distance of 626.13 feet along the north line of said E1/2E1/2NE1/4NW1/4;

Thence S 0°16'43"E, parallel to the west line of said E1/2E1/2NE1/4NW1/4, a distance of 487.00 feet;

Thence N 89°58'23" W, parallel to the north line of said W1/2NW1/4NE1/4 and the north line of said E1/2E1/2NE1/4NW1/4, a distance of 626.13 feet to a point on the west line of said E1/2E1/2NE1/4NW1/4;

Thence N 0°16'43" W, a distance of 487.00 feet along the west line of said E1/2E1/2NE1/4NW1/4 to the TRUE POINT OF BEGINNING.

ALSO SAVE AND EXCEPT

A parcel of land situated within the W1/2E1/2NW1/4NE1/4 of Section 26, Township 11 North, Range 6 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows: N: 1456231.0
E: 2258874.23

Beginning at the northeast corner of the W1/2E1/2NW1/4NE1/4 of Section 26, T.11N., R.6W., B.M.;

Thence N 89°58'23" W, a distance of 55.59 feet along the north line of said W1/2E1/2NW1/4NE1/4 to the TRUE POINT OF BEGINNING;

Thence S 0°11'57" E, parallel to the east line of said W1/2E1/2NW1/4NE1/4, a distance of 57.01 feet;

Thence S 89°58'23" E, parallel to the north line of said W1/2E1/2NW1/4NE1/4, a distance of 16.27 feet;

continued:

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Legal Description continued:

Thence S 0°11'57" E, parallel to the east line of said W1/2E1/2NW1/4NE1/4, a distance of 250.11 feet;

Thence N 89°58'23" W, parallel to the north line of said W1/2E1/2NW1/4NE1/4, a distance of 307.12 feet;

Thence N 0°11'57" W, parallel to the east line of said W1/2E1/2NW1/4NE1/4, a distance of 307.12 feet to a point on the north line of said W1/2E1/2NW1/4NE1/4;

Thence S 89°58'23" E, a distance of 290.85 feet along the north line of said W1/2E1/2NW1/4NE1/4 to the TRUE POINT OF BEGINNING.

SUBJECT TO the right-of-way of Indianhead Road along the north side of the above described parcel of land.

ALSO SUBJECT TO the right-of-way of Smith Hemenway Lateral District.

ALSO TOGETHER WITH AND SUBJECT TO a 60.00 foot wide ingress-egress and utility easement along the West line of the above described parcel of land.

ALSO TOGETHER WITH AND SUBJECT TO a 15 foot wide irrigation easement with the west boundary of said easement being the line described above as S 0°11'57"E, a distance of 168.29 feet along the east boundary of the above described parcel of land.

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COPY

Inst ent # 205433
STATE OF IDAHO, COUNTY OF WASHINGTON
2007-05-15 04:13:00 No. of Pages: 5
Recorded for: WASHINGTON COUNTY TITLE C
SHARON WIDNER Fee:15.00
Ex-Officio Recorder Deputy LMcKnight
Index To: MORTGAGE
Electronically Recorded by Simplifile

DEED OF TRUST

THIS DEED OF TRUST, Made this 14th day of May, 2007, BETWEEN YONCHA OLDFIELD, a married person as her sole and separate property, herein called GRANTOR, whose address is 651 That Rd., Weiser, ID 83672, and WASHINGTON COUNTY TITLE CO, an Idaho Corporation, herein called TRUSTEE, and WARREN SHEPARD and SALLYANN SHEPARD, husband and wife, herein called BENEFICIARY, whose address is 735 County Rd. 70., Weiser, ID 83672.

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST WITH POWER OF SALE, that property in the county of Washington, State of Idaho, described as follows and containing not more than forty acres:

SEE LEGAL DESCRIPTION ATTACHED

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of **$176,000.00**, with final payment due: **MAY 15, 2012** and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purposes, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon

A. To protect the security of this Deed of Trust Grantor agrees:

1. To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law, to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the right or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay, at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In Addition to the payments due in accordance with the terms of the note hereby secured the

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shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the rate of interest specified in the above described promissory note.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligations hereof, may; make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgement of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sum so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: Reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention upon payment of its fees, Trustee shall reconvey without warranty, the property then held hereunder. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto".

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trust, to collect rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice either in person, by agent, or by a received to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property of any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon and indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligation hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof

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is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed. Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its Deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the rate specified in the above described promissory note; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular member includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

If all or any part of the property described herein, or an interest therein is sold transferred or contracted to be sold or transferred in the future by agreement without the beneficiary's prior written consent, excluding a transfer by devise, descent or operation of law upon the death of a grantor, beneficiary may, at beneficiary's sole option, declare all sums secured by this Deed of Trust to be immediately due and payable.

Yoncha Oldfield

YONCHA OLDFIELD

STATE OF IDAHO)
: ss
County of Washington)

On this 15 day of May, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared YONCHA OLDFIELD, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same.

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

Clarence R. Stark

Notary Public for Idaho
Residing at Weiser, Idaho
Commission expires:
9-7-2011

CLARENCE R. STARK NOTARY PUBLIC STATE OF IDAHO

SCANNED APR - 8 2008

Legal Description for Deed of Trust

IN WASHINGTON COUNTY, IDAHO:

The W½NW¼NE¼, the W½E½NW¼NE¼, and E½E½NE¼NW¼ of Section 26 of Township 11 North, Range 6 West of the Boise Meridian.

SAVE AND EXCEPT: A parcel of land situated within the E1/2E1/2NE1/4NW1/4 of Section 26, Township 11 North, Range 6 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows:

Beginning at the northwest corner of the E1/2E1/2NE1/4NW1/4 of Section 26, T.11N., R.6W., B.M.;

Thence S 89°58'23" E, a distance of 626.13 feet along the north line of said E1/2E1/2NE1/4NW1/4;

Thence S 0°16'43"E, parallel to the west line of said E1/2E1/2NE1/4NW1/4, a distance of 487.00 feet;

Thence N 89°58'23" W, parallel to the north line of said W1/2NW1/4NE1/4 and the north line of said E1/2E1/2NE1/4NW1/4, a distance of 626.13 feet to a point on the west line of said E1/2E1/2NE1/4NW1/4;

Thence N 0°16'43" W, a distance of 487.00 feet along the west line of said E1/2E1/2NE1/4NW1/4 to the TRUE POINT OF BEGINNING.

ALSO SAVE AND EXCEPT

A parcel of land situated within the W1/2E1/2NW1/4NE1/4 of Section 26, Township 11 North, Range 6 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows:

Beginning at the northeast corner of the W1/2E1/2NW1/4NE1/4 of Section 26, T.11N., R.6W., B.M.;

Thence N 89°58'23" W, a distance of 55.59 feet along the north line of said W1/2E1/2NW1/4NE1/4 to the TRUE POINT OF BEGINNING;

Thence S 0°11'57" E, parallel to the east line of said W1/2E1/2NW1/4NE1/4, a distance of 57.01 feet;

Thence S 89°58'23" E, parallel to the north line of said W1/2E1/2NW1/4NE1/4, a distance of 16.27 feet;

continued:

SCANNED
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Legal Description continued:

Thence S 0°11'57" E, parallel to the east line of said W1/2E1/2NW1/4NE1/4, a distance of 250.11 feet;

Thence N 89°58'23" W, parallel to the north line of said W1/2E1/2NW1/4NE1/4, a distance of 307.12 feet;

Thence N 0°11'57" W, parallel to the east line of said W1/2E1/2NW1/4NE1/4, a distance of 307.12 feet to a point on the north line of said W1/2E1/2NW1/4NE1/4;

Thence S 89°58'23" E, a distance of 290.85 feet along the north line of said W1/2E1/2NW1/4NE1/4 to the TRUE POINT OF BEGINNING.

SUBJECT TO the right-of-way of Indianhead Road along the north side of the above described parcel of land.

ALSO SUBJECT TO the right-of-way of Smith Hemenway Lateral District.

ALSO TOGETHER WITH AND SUBJECT TO a 60.00 foot wide ingress-egress and utility easement along the West line of the above described parcel of land.

ALSO TOGETHER WITH AND SUBJECT TO a 15 foot wide irrigation easement with the west boundary of said easement being the line described above as S 0°11'57"E, a distance of 168.29 feet along the east boundary of the above described parcel of land.

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PROMISSORY NOTE

WEISER, IDAHO, May 15, 2007 $176,000.00

YONCHA OLDFIELD, **BUYER ** after date, for value received, I promise to pay to WARREN SHEPARD and SALLYANN SHEPARD, husband and wife, **SELLER** at the office of Washington County Title Co. 35 West Idaho St. Weiser, Idaho 83672 the sum of ONE HUNDRED SEVENTY-SIX THOUSAND AND 00/100 DOLLARS. ($176,000.00) in lawful money of the United States, with interest thereon from date of recording underlying deed of trust until paid, in like money, at the rate of EIGHT (8.0) per cent per annum, payable in monthly payments of ONE THOUSAND TWO HUNDRED NINETY-ONE AND 43/100 DOLLARS, ($1,291.43) OR MORE, beginning JUNE 15TH, 2007 until paid. Additional payments made will not relieve the obligation to make a monthly payment on the 15th day of each month. There shall be no penalty for prepayment of principal.

This Promissory Note and Underlying Deed of Trust is Not Assumable Without Written Approval by the Seller/Lender.

In case suit or action is instituted to collect this note, or any portion thereof, we promise to pay, besides the costs and disbursements allowed by law, a reasonable attorney's fee to be fixed by the court. If the interest on this note is not paid when such interest becomes due, the holder of this note may, at its option, declare the principal due and payable. Presentment, demand of payment, protest, and notice of non-payment and of protest is hereby waived.

This note is secured by a Deed of Trust dated May 15, 2007

Yoncha Oldfield

YONCHA OLDFIELD

Approved By:

Warren S Shepard

WARREN SHEPARD

Sallyann Shepard

SALLYANN SHEPARD

SCANNED
APR - 8 2008

Arimia - Shepard Wilkin's

8-31-07

RECEIVED
APR 04 2008
DEPARTMENT OF
WATER RESOURCES

1- Acre with Storage Shed

No Build site

SCANNED
APR - 8 2008

SCANNED
APR - 8 2008

SURVEY FOR

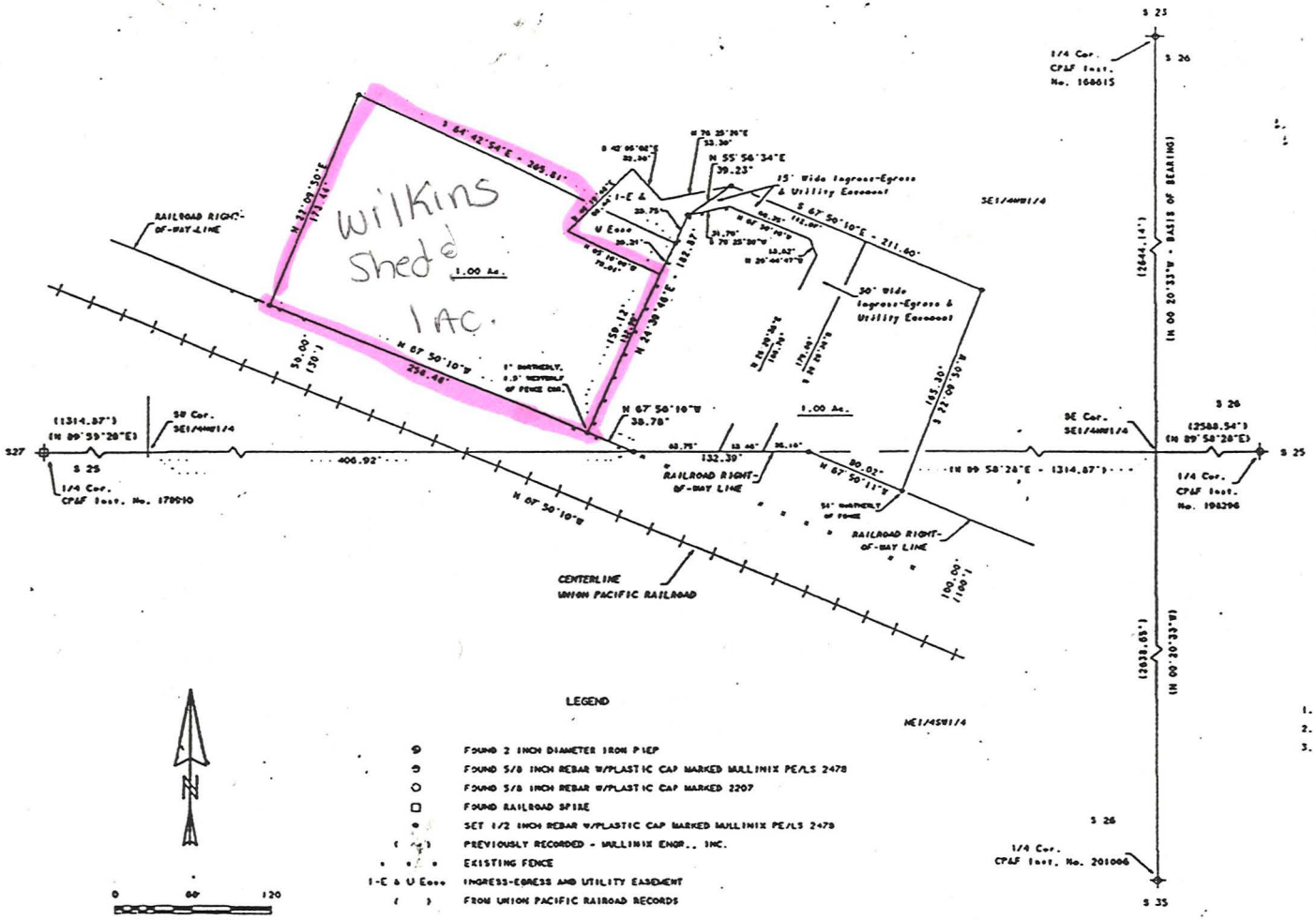
WARREN SHEPARD

WITHIN

SE1/4NW1/4 AND NR1/4SW1/4 OF SECTION 26

T.11N., R.6W., B.M.

WASHINGTON COUNTY, IDAHO



LEGEND

⊙	FOUND 2 INCH DIAMETER IRON PIEP
⊙	FOUND 5/8 INCH REBAR W/PLASTIC CAP MARKED MULLINIX PE/LS 2478
○	FOUND 5/8 INCH REBAR W/PLASTIC CAP MARKED 2207
□	FOUND RAILROAD SPIKE
●	SET 1/2 INCH REBAR W/PLASTIC CAP MARKED MULLINIX PE/LS 2478
( )	PREVIOUSLY RECORDED - MULLINIX ENGR., INC.
x x x x	EXISTING FENCE
I-E & U Ease.	INGRESS-EGRESS AND UTILITY EASEMENT
( )	FROM UNION PACIFIC RAIROAD RECORDS

0 60 120

SCALE IN FEET

CERTIFICATE OF ENGINEER/SURVEYOR

I, S. ROLAND MULLINIX, A REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED ON THIS PLAT WAS PERFORMED BY ME OR UNDER MY SUPERVISION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO IN JULY OF 2007.

REGISTERED PROFESSIONAL ENGINEER & LAND SURVEYOR
2478
STATE OF IDAHO
S. ROLAND MULLINIX

REFERENCE SURVEYS

1. RECORD OF SURVEY BY MULLINIX ENGR., INC., INST. NO. 203850.
2. RECORD OF SURVEY BY MULLINIX ENGR., INC., INST. NO. 168618.
3. RECORD OF SURVEY BY MULLINIX ENGR., INC., INST. NO. 141989.

INDEX NO. 1164-26-3-1-0-00-00
1164-26-4-2-0-00-00

MULLINIX ENGINEERING, INC.
WEISER, IDAHO 83672
JULY 25, 2007

L. SETTLEMENT CHARGES		
700. COMMISSIONS of Commission as follows:	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
701. $1,920.00 To: Creed Noah Real Estate Company		
702.		
703.		
704.		
705. Total Commission paid at Settlement		1,920.00
800. ITEMS PAYABLE IN CONNECTION WITH LOAN		
801.		
802.		
803.		
804.		
805.		
806.		
807.		
808.		
809.		
810.		
811.		
812.		
813.		
814.		
815.		
816.		
817.		
818.		
819.		
820.		
821.		
822. Total Fees - see page three for itemization		
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE		
901. Interest Charges - see page three for itemization		
902.		
903.		
904.		
1000. RESERVES DEPOSITED WITH LENDER		
1001.		
1002.		
1003.		
1004.		
1005.		
1006.		
1007.		
1008.		
1100. TITLE CHARGES		
1101. Settlement Charges AMERITITLE Escrow Closing Fee $65.00		65.00
1102.		
1103. Lender's Coverage - see page three for itemization		
1104. Owner's Coverage $32,000.00 Premium $249.00		249.00
1105.		
1106.		
1107. Total Misc Closing Fees - see page three for itemization		
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES		
1201.		
1202. City/County Tax/Stamps: Deed $: Mortgage		
1203. State Tax/Stamps: Deed $: Mortgage $		
1204.		
1205. Total Misc Recording Fees - see page three for itemization		7.00
1300. ADDITIONAL SETTLEMENT CHARGES		
1301. Survey To: Mullinix Land Surveying		1,947.00
1302.		
1303.		
1304.		
1305.		
1306.		
1307.		
1308.		
1309.		
1310.		
1311.		
1312.		
1313.		
1314.		
1315. Additional Settlement Charges - see page three for itemization		
1400. TOTAL SETTLEMENT CHARGES (Line 102 Section J and Line 502 Section K)		4,188.00

SCANNED
APR - 8 2008

ESCROW #IW12710 S .EMENTAL TO HUD-1	Paid From Borrower's ..nds at ment	Seller's Funds at Settlement
103/504 SUPPLEMENTAL TO TOTAL PAYOFFS		
TOTAL PAYOFFS (Enter on Lines 103 Section J and 504 Section K)		
704 SUPPLEMENT TO COMMISSIONS PAID		
TOTAL ADDITIONAL COMMISSIONS (enter on Line 704, Section L)		
201/205 SUPPLEMENTAL TO DEPOSIT TO ESCROW		
Kerry Wilkins		
TOTAL DEPOSIT TO ESCROW (Enter on Line 201/205, Section I)		
822 SUPPLEMENTAL TO OTHER FEES TO LENDER		
TOTAL OTHER FEES TO LENDER (Enter on Line 822, Section L)		
901 SUPPLEMENTAL TO ITEMS REQ. BY LENDER TO BE PAID IN ADVANCE		
TOTAL ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE (Enter on Line 901)		
1103 SUPPLEMENTAL TO LENDER'S COVERAGE FEES		
AMERITITLE		
TOTAL LENDER'S COVERAGE FEES (Enter on Line 1103, Section L)		
1107 SUPPLEMENTAL TO MISCELLANEOUS CLOSING FEES		
TOTAL MISCELLANEOUS CLOSING FEES (Enter on Line 1107, Section L)		
1205 SUPPLEMENTAL TO MISC. RECORDING AND TRANSFER CHARGES		
Recording Services		7.00
TOTAL MISC. RECORDING AND TRANSFER CHARGES (Enter on Line 1205, Section L)		7.00
1315 SUPPLEMENT TO SETTLEMENT CHARGES		
TOTAL SUPPLEMENTAL CHARGES (enter on Line 1315, Section L)		
303/603 BREAKDOWN OF BORROWER AND SELLER DISBURSEMENTS		
CHECK TO: Warren E. Shepard and Sallyann Shepard		27,296.65
CHECK TO: Kerry Wilkins and Leslie D. Wilkins		
TOTAL DISBURSEMENTS TO BORROWERS AND SELLERS		27,296.65

SCANNED
APR ... 9 2008

Same as:
0012710

WARREN SHEPARD (1.00 Acre Shed Parcel)

A parcel of land situated within the SE1/4NW/4 of Section 26, Township 11 North, Range 6 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows:

Beginning at the southwest corner of the SE1/4NW1/4 of Section 26, T.11N., R.6W., B.M.; N: 1455448.12 E: 2258243.591

Thence N 89°58'28"E, a distance of 406.92 feet along the south line of said SE1/4NW1/4 to a point on the northerly right-of-way line of the Union Pacific Railroad;

Thence N 67°50'10"W, a distance of 38.78 feet along said northerly railroad right-of-way line to the TRUE POINT OF BEGINNING;

Thence continuing N 67°50'10"W, a distance of 258.48 feet along said northerly railroad right-of-way line;

Thence N 22°09'50"E, a distance of 173.44 feet;

Thence S 64°42'54"E, a distance of 265.81 feet;

Thence S 24°39'46"W, a distance of 159.12 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO an ingress-egress and utility easement within the SE1/4NW1/4 of Section 26, Township 11 North, Range 6 West, Boise Meridian, Washington County, Idaho, which easement is more particularly described as follows:

Beginning at the southwest corner of the SE1/4NW1/4 of Section 26, T.11N., R.6W., B.M.;

Thence N 89°58'28"E, a distance of 470.67 feet along the south line of said SE1/4NW1/4 to the TRUE POINT OF BEGINNING on the north right-of-way line of the Union Pacific Railroad;

Thence N 26°20'36"E, a distance of 166.70 feet;

Thence N 20°44'47"W, a distance of 13.62 feet;

Thence N 67°50'10"W, parallel to the northerly right-of-way line of said Union Pacific Railroad, a distance of 66.35 feet;

Thence S 78°25'28"W, a distance of 31.70 feet;

Thence S 24°39'46"W, a distance of 49.97 feet;

SCANNED
APR - 8 2008

AmeriTitle
Part Of The JELD-WEN Family

PO BOX 591
WEISER, ID 83672

Bus (208) 414-1792
Fax (208) 414-1794

ESCROW INSTRUCTIONS

TO: **AMERITITLE**

ESCROW # **IW12710**
ESCROW OFFICER: **Christy Waite**

Handed to you herewith **$32,000.00** representing the sales price as follows:

Earnest Money deposited with broker **$700.00**

the balance plus closing costs to be paid at the close of this escrow and such other notes, documents and funds which may be required to enable you to comply with these instructions.

You are authorized and instructed to issue or cause to be issued the specified title insurance policy or policies, in the specified amounts to wit:

Owner's **$32,000.00**

Showing title vested in:

Kerry Wilkins and Leslie D. Wilkins, husband and wife

Insuring the interest of:

Kerry Wilkins and Leslie D. Wilkins, husband and wife

In the following described property in the county of **Washington**, State of **IDAHO**:

See attached Exhibit A.

Subject to the usual printed general exceptions, exceptions **#1-5** and any additional exceptions that may become apparent or of record subsequent to the date of the report as shown in **AMERITITLE**'s title commitment **#0012710** which I have READ AND APPROVED and:

You will file or record the necessary legal instruments and then pay off such encumbrances of record as may exist at the time of closing to insure title as stated and you shall not be responsible for liens attaching after closing.

Certain items on the closing statements are estimates only and the final figures may be adjusted to accommodate exact amounts required upon disbursement. You are authorized and instructed to pay funds in accordance with the final closing statement.

The undersigned acknowledge the bills/invoices to be paid through this escrow have been delivered and approved by the undersigned. Bills have been charged to the responsible principals and are noted on escrow closing statements. Any bills not submitted and unpaid shall survive the closing and will be satisfied/paid OUTSIDE of this escrow between the principals. Escrow holder shall be held harmless for collection and/or payment of same.

Pro-rate as of **08-17-2007** the following and charge or credit to my account accordingly:

2007 ESTIMATED TAXES AND IRRIGATION

SCANNED
APR - 8 2008

have. Any and all documents, which AmeriTitle has prepared for use in this transaction, have been prepared at the parties' direction and have been reviewed and are hereby approved as to content, form and terms.

All terms and provisions of the Earnest Money Agreement and any amendments or addendums thereto have been complied with to the complete satisfaction of the parties or will be complied with outside of escrow, and all notices, demands, and instructions must be in writing.

Unless otherwise instructed, AmeriTitle assumes no liability or responsibility for verification of the nationality or foreign status of any transferor/seller in this transaction and has no responsibility for the collection, withholding, reporting or payment of any amounts due under Section 1445 and 6039C of the Internal Revenue Code commonly called FIRPTA, or any agency with state authority or jurisdiction.

These instructions may be signed in counterparts, with like effect as if all signatures appeared on a single copy. Consent, acceptance or approval required or remitted by any party hereunder may be given by facsimile transmission.

AmeriTitle's liability hereunder is limited to its obligations specifically set forth herein. AmeriTitle may terminate this escrow at any time, without notice, or liability. Documents and monies shall be returned to the parties depositing them. In the event AmeriTitle earns interest on any monies deposited hereby, said interest may be retained by AmeriTitle as additional earned fees, whether or not related to this escrow.

In the event any dispute arises between the parties hereto or with any third person concerning the property, documents, or funds covered by these instructions, AmeriTitle may at its election (a) hold all matters in their existing status pending resolution of such dispute or (b) join or commence a court action and in such action deposit the funds and documents referred to herein with the court where such action is pending, and ask the court to determine the rights of purchaser and seller in and to such property, documents and funds. In the event of such dispute and AmeriTitle's election of either alternative described above, AmeriTitle shall have no further duties or obligations under this agreement other than either to hold such funds and documents until Purchaser and Seller have resolved their dispute or to deposit such funds and documents into court.

In the event any suit or action is brought by SELLER, PURCHASER, AMERITITLE or any of them to enforce this agreement or to resolve any dispute between or among Purchaser, Seller, and AmeriTitle including but not limited to a declaratory judgment action, the prevailing party shall be entitled to recover all expenses, costs and reasonable attorneys' fees incurred in connection with such suit or action at trial, on appeal, on any petition for review, in any arbitration, and any administrative or bankruptcy proceeding.

We understand that recording and disbursement may be subject to final review and the approval of the loan package by the lender. Upon their approval you are authorized to record the documents in this transaction prior to the receipt of loan funds from the lender. At your discretion, you are authorized to receive and/or disburse any funds in connection with this escrow by electronic (wire) transfer. Should funds be deposited in a form other than wire transfer, parties acknowledge that escrow agent will be unable to fund and disburse until such time as said funds are considered collected.

The sellers hereby authorize and instruct AmeriTitle to make changes necessary to the vesting documents and instructions reflecting the Buyer Names in accordance with the Lender Instructions. Said changes are limited to the proper spelling of names and/or addition or deletion of middle names and initials.

The undersigned acknowledge that the monies handled by AmeriTitle in this escrow, along with monies received in all escrows with this company, will be held in an escrow trust account.

In consideration of this account, the bank provides certain benefits to AmeriTitle, (i.e. payment of accounting services, etc) which are passed on to the consumer by this company in the form of lower escrow fees.

Borrower(s) acknowledge that, pursuant to regulations adopted under the real estate settlement procedures act, I (we) have a right to review the HUD-1 settlement statement one day prior to closing and do hereby waive such right and instruct the settlement agent herein to proceed in accordance with alternative sections of such regulations.

File No. 0012710

EXHIBIT A

A parcel of land situated within the SE1/4NW/4 of Section 26, Township 11 North, Range 6 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows:

Beginning at the southwest corner of the SE1/4NW1/4 of Section 26, T.11N., R.6W., B.M.;

Thence N 89°58'28"E, a distance of 406.92 feet along the south line of said SE1/4NW1/4 to a point on the northerly right-of-way line of the Union Pacific Railroad;

Thence N 67°50'10"W, a distance of 38.78 feet along said northerly railroad right-of-way line to the TRUE POINT OF BEGINNING;

Thence continuing N 67°50'10"W, a distance of 258.48 feet along said northerly railroad right-of-way line;

Thence N 22°09'50"E, a distance of 173.44 feet;

Thence S 64°42'54"E, a distance of 265.81 feet;

Thence S 24°39'46"W, a distance of 159.12 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO an ingress-egress and utility easement within the SE1/4NW1/4 of Section 26, Township 11 North, Range 6 West, Boise Meridian, Washington County, Idaho, which easement is more particularly described as follows:

Beginning at the southwest corner of the SE1/4NW1/4 of Section 26, T.11N., R.6W., B.M.;

Thence N 89°58'28"E, a distance of 470.67 feet along the south line of said SE1/4NW1/4 to the TRUE POINT OF BEGINNING on the north right-of-way line of the Union Pacific Railroad;

Thence N 26°20'36"E, a distance of 166.70 feet;

Thence N 20°44'47"W, a distance of 13.62 feet;

Thence N 67°50'10"W, parallel to the northerly right-of-way line of said Union Pacific Railroad, a distance of 66.35 feet;

Thence S 78°25'28"W, a distance of 31.70 feet;

Thence S 24°39'46"W, a distance of 49.96 feet;

Thence N 65°10'09"W, a distance of 78.01 feet;

Thence N 46°19'48"E, a distance of 69.44 feet;

Thence S 42°05'02"E, a distance of 32.38 feet;

Thence N 78°25'28"E, a distance of 53.30 feet;

Thence S 67°50'10"E, parallel to said northerly railroad right-of-way line, a distance of 112.07 feet;

SCANNED
APR - 8 2008

CONTINUED

Thence S 26°20'36"W, a distance of 179.06 feet to a point on the south line of said SE1/4NW1/4 and the north right-of-way line of said railroad;

Thence S 89°58'28"W, a distance of 33.48 feet along the south line of said SE1/4NW1/4 and said north railroad right-of-way line to the TRUE POINT OF BEGINNING.

SCANNED
APR - 8 2008

Arimia - Shepard - Reyes sell

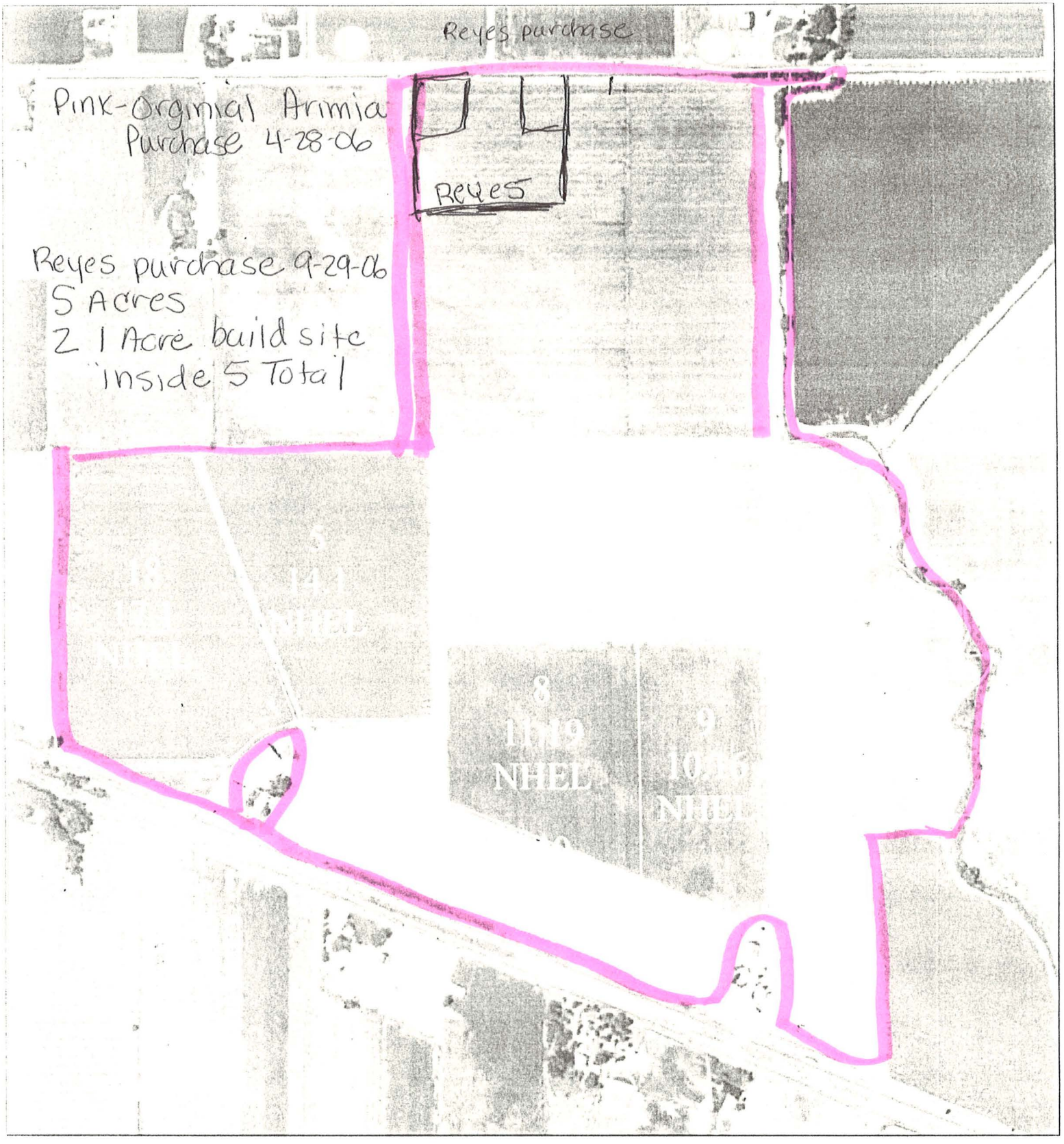
9-29-06 5 Acres

(2) 1 Acre building lots inside 5 Acres

With road & Ditch

RECEIVED
APR 4 2008
Department of Water Resources

SCANNED
APR - 8 2008



USDA United States Department of Agriculture
Farm Service Agency

Washington County, ID

Farm 2378
Tract 2279

N
W E
S

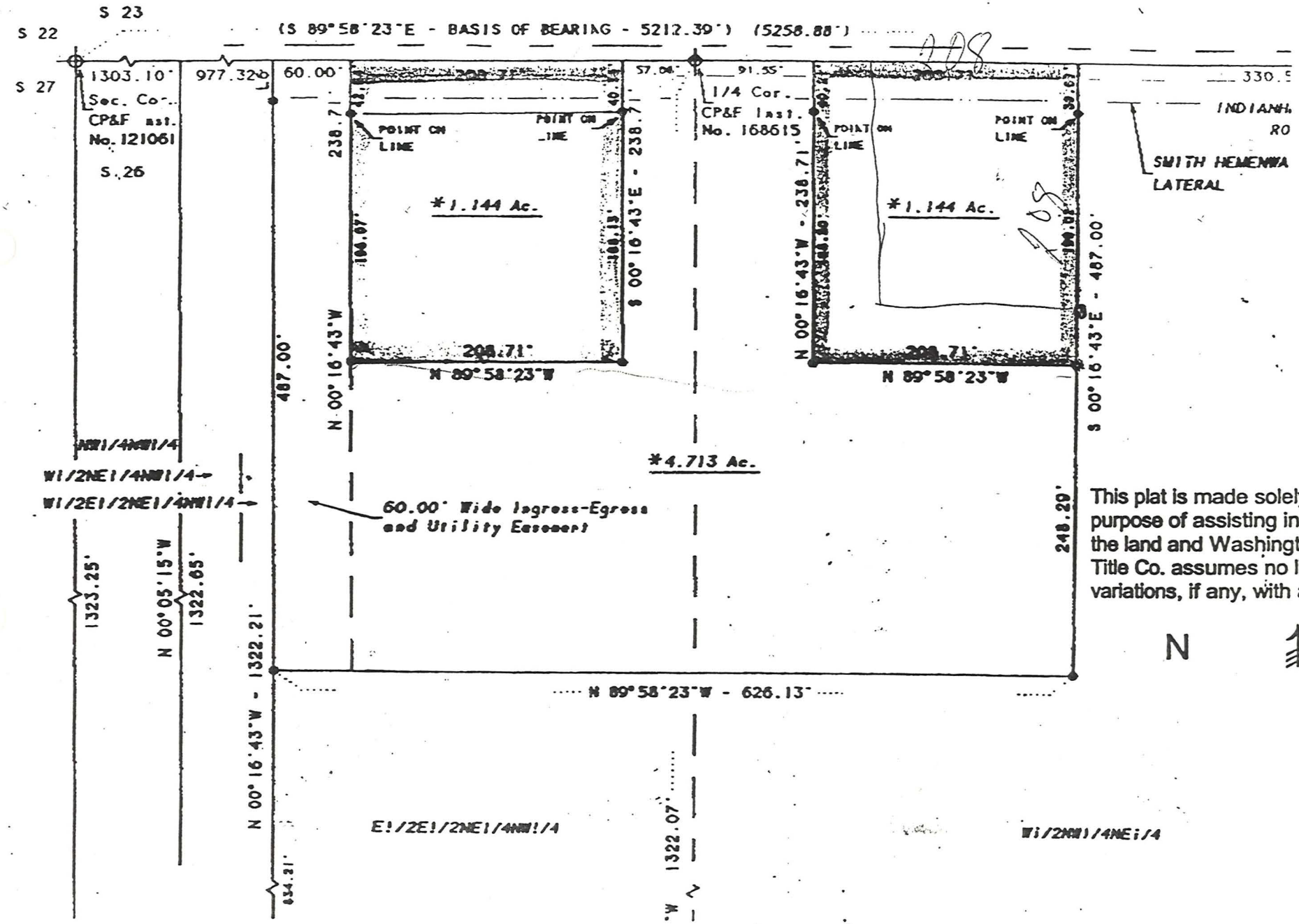
0 235 470 940 Feet

SCANNED
APR - 8 2008

Sept 29 2006 Reyes

SCANNED APR - 8 2008

SEP-27-2006 05:08 PM ILLINIX ENGINEERING INC 208 5492575 P.03



This plat is made solely for the purpose of assisting in locating the land and Washington County Title Co. assumes no liability for variations, if any, with actual sur

N

Washington County Title Co.

35 West Idaho St. Weiser, ID 83672 wctitle@ruralnetwork.net

Title Insurance
Escrow Service

(208) 414-1455
FAX (208) 414-1487

Escrow Closing 206_343
Seller Statement

Seller: Warren E. Shepard & Sallyann Shepard
Buyer: Jesus Reyes & Juanita Reyes
Property Address: Sureved Parcels South of Indianhead Road

			Debit	Credit
Purchase Price:				$134,800.00
Seller Contract:			$75,700.00	
Earnest Deposit Received:			$0.00	
Recording Fees:			$12.00	
Warranty Deed	(½)	9.00		
Deed of Trust	(½)	15.00		
County Tax Proration based on 2005 Assessments:			$106.91	
$143.99 271 days (1/01/06 - 09/29/06)				
Irrigation Dist Proration based on 2005 Assessment:			NONE	
$0.00 0 days (4/15/06 - 09/29/06)				
Owners Title Insurance Premium: Reissue Rate			$533.25	
Survey:	Mullinix Engineering		$2,405.00	
Commission:	Creed Noah & Co		$4,044.00	
	Double R. Properties		$4,044.00	
Escrow Closing Fee:	(½)	350.00	$175.00	
		TOTAL	$87,020.16	$134,800.00
Payable To Seller at Closing			**$47,779.84**	
Account Balance			$134,800.00	$134,800.00

APPROVED This 29th day of September, 2006.
Payments in accordance with this statement are hereby authorized.

Warren E. Shepard
Warren E. Shepard
735 County Rd 70
Weiser, ID 83672

Sallyann Shepard
Sallyann Shepard

WASHINGTON COUNTY TITLE CO

By: Paula L. Thomsen

SCANNED
APR - 8 2008

COPY

203083

Approved by:
Initials JA

Warranty Deed

FOR VALUE RECEIVED, WARREN SHEPARD and SALLYANN SHEPARD, husband and wife, the Grantors, do hereby, grant, bargain, sell and convey unto JESUS REYES and JUANITA REYES, husband and wife, the Grantees, whose address is 439 West Court St., Weiser, ID 83672, the following described real estate situated in Washington County, State of Idaho, to-wit:

See Attached Legal Description

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their successors and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that said premises are free from all incumbrances, and that they will warrant and defend the same from all lawful claims whatsoever.

DATED this 29th day of September, 2006.

Warren Shepard
WARREN SHEPARD

Sallyann Shepard
SALLYANN SHEPARD

STATE OF IDAHO)
: ss
County of Washington)

On this 29th day of September, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared WARREN SHEPARD and SALLYANN SHEPARD, 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 seal the day and year first above written.

Paula L. Thomsen
Notary Public for Idaho
Residing at Weiser, Idaho
Commission expires: 3-14-2009

PAULA L. THOMSEN
NOTARY PUBLIC
STATE OF IDAHO

Instrument # 203083
WEISER, WASHINGTON, IDAHO
2006-09-29 04:42:00 No. of Pages: 4
Recorded for : WASHINGTON COUNTY TITLE
SHARON WIDNER Fee: 12.00
Ex-Officio Recorder Deputy Lisa McKnight
Index to: DEED

SCANNED
APR - 8 2009

Legal Description to Warranty Deed

IN WASHINGTON COUNTY, IDAHO:

Parcel I

A parcel of land situated within the E1/2E1/2NE1/4NW1/4 of Section 26, Township 11 North, Range 6 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows:

Beginning at the northwest corner of the E1/2E1/2NE1/4NW1/4 of Section 26, T.11N., R.6W., B.M.; N: 1456241.742 E: 2258573.815

Thence S 89°58'23" E, a distance of 60.00 feet along the north line of said E1/2E1/2NE1/4NW1/4 to the TRUE POINT OF BEGINNING;

Thence continuing S 89°58'23" E, a distance of 208.71 feet along the north line of said E1/2E1/2NE1/4NW1/4;

Thence S 0°16'43" E, parallel to the west line of said E1/2E1/2NE1/4NW1/4, a distance of 238.71 feet;

Thence N 89°58'23" W, parallel to the north line of said E1/2E1/2NE1/4NW1/4, a distance of 208.71 feet to a point on a line 60.00 feet east of the west line of said E1/2E1/2NE1/4NW1/4;

Thence N 0°16'43" W, parallel to the west line of said E1/2E1/2NE1/4NW1/4, a distance of 238.71 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO the right-of-way of Indianhead Road along the north side of the above described parcel of land.

ALSO SUBJECT TO the right-of-way of Smith Hemenway Lateral District.

ALSO TOGETHER WITH AND SUBJECT TO a 60.00 foot wide ingress-egress and utility easement with the east line of said easement being the west line of the above described parcel of land.

SCANNED
APR - 8 2008

Parcel II

A parcel of land situated within the W1/2NW1/4NE1/4 of Section 26, Township 11 North, Range 6 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows:

Beginning at the northwest corner of the E1/2E1/2NE1/4NW1/4 of Section 26, T.11N., R.6W., B.M.;

Thence S 89°58'23" E, a distance of 417.42 feet along the north line of said E1/2E1/2NE1/4NW1/4 and the north line of the W1/2NW1/4NE1/4 of said Section 26 to the TRUE POINT OF BEGINNING;

Thence continuing S 89°58'23" E, a distance of 208.71 feet along the north line of said W1/2NW1/4NE1/4;

Thence S 0°16'43" E, parallel to the west line of said E1/2E1/2NE1/4NW1/4, a distance of 238.71 feet;

Thence N 89°58'23" W, parallel to the north line of said W1/2NW1/4NE1/4, a distance of 208.71 feet;

Thence N 0°16'43" W, parallel to the west line of said E1/2E1/2NE1/4NW1/4, a distance of 238.71 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO the right-of-way of Indianhead Road along the north side of the above described parcel of land.

ALSO SUBJECT TO the right-of-way of Smith Hemenway Lateral District.

SCANNED
APR - 8 2008

Parcel III

A parcel of land situated within the E1/2E1/2NE1/4NW1/4 and theW1/2NW1/4NE1/4 of Section 26, Township 11 North, Range 6 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows:

Beginning at the northwest corner of the E1/2E1/2NE1/4NW1/4 of Section 26, T.11N., R.6W., B.M.;

Thence S 89°58'23" E, a distance of 60.00 feet along the north line of said E1/2E1/2NE1/4NW1/4;

Thence S 0°16'43" E, parallel to the west line of said E1/2E1/2NE1/4NW1/4, a distance of 238.71 feet;

Thence S 89°58'23" E, parallel to the north line of said E1/2E1/2NE1/4NW1/4, a distance of 208.71 feet;

Thence N 0°16'43" W, parallel to the west line of said E1/2E1/2NE1/4NW1/4, a distance of 238.71 feet to a point on the north line of said E1/2E1/2NE1/4NW1/4;

Thence S 89°58'23" E, a distance of 148.71 feet along the north line of said E1/2E1/2NE1/4NW1/4 and the north line of the W1/2NW1/4NE1/4 of said Section 26;

Thence S 0°16'43"E, parallel to the west line of said E1/2E1/2NE1/4NW1/4, a distance of 238.71 feet;

Thence S 89°58'23" E, parallel to the north line of said W1/2NW1/4NE1/4, a distance of 208.71 feet;

Thence S 0°16'43" E, parallel to the west line of said E1/2E1/2NE1/4NW1/4, a distance of 248.29 feet;

Thence N 89°58'23" W, parallel to the north line of said W1/2NW1/4NE1/4 and the north line of said E1/2E1/2NE1/4NW1/4, a distance of 626.13 feet to a point on the west line of said E1/2E1/2NE1/4NW1/4;

Thence N 0°16'43" W, a distance of 487.00 feet along the west line of said E1/2E1/2NE1/4NW1/4 to the TRUE POINT OF BEGINNING.

SUBJECT TO the right-of-way of Indianhead Road along the north side of the above described parcel of land.

ALSO SUBJECT TO AND TOGETHER WITH a 60.00 foot wide ingress-egress and utility easement being the west 60.00 feet of the above described parcel of land.

ALSO SUBJECT TO the right-of-way of Smith Hemenway Lateral District.

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APR - 8 2008

COPY

203084

DEED OF TRUST

THIS DEED OF TRUST, Made this 29th day of September, 2006, BETWEEN JESUS REYES and JUANITA REYES, husband and wife herein called GRANTOR, whose address is 439 West Court St., Weiser, ID 83672, and WASHINGTON COUNTY TITLE CO, an Idaho Corporation, herein called TRUSTEE, and WARREN SHEPARD and SALLYANN SHEPARD, husband and wife, herein called BENEFICIARY, whose address is 735 County Rd. 70., Weiser, ID 83672.
WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST WITH POWER OF SALE, that property in the county of Washington, State of Idaho, described as follows and containing not more than forty acres:

SEE LEGAL DESCRIPTION ATTACHED

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.
For the purpose of securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of **$75,700.00**, with final payment due: **SEPTEMBER 29, 2011** and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purposes, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon

A. To protect the security of this Deed of Trust Grantor agrees:

1. To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law, to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the right or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay, at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In Addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

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5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the rate of interest specified in the above described promissory note.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligations hereof, may; make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgement of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sum so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: Reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention upon payment of its fees, Trustee shall reconvey without warranty, the property then held hereunder. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto".

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trust, to collect rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice either in person, by agent, or by a received to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property of any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon and indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligation hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed. Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its Deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any

SCANNED
APR - 8 2008

matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the rate specified in the above described promissory note; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular member includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

If all or any part of the property described herein, or an interest therein is sold transferred or contracted to be sold or transferred in the future by agreement without the beneficiary's prior written consent, excluding a transfer by devise, descent or operation of law upon the death of a grantor, beneficiary may, at beneficiary's sole option, declare all sums secured by this Deed of Trust to be immediately due and payable.

JESUS REYES

JUANITA REYES

STATE OF IDAHO)
: ss
County of Washington)

On this 29th day of September, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared JESUS REYES and JUANITA REYES, 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 seal the day and year first above written.

Paula L. Thomsen

Notary Public for Idaho
Residing at Weiser, Idaho
Commission expires: 5-11-2009

PAULA L. THOMSEN
NOTARY PUBLIC
STATE OF IDAHO

Instrument # 203084
WEISER, WASHINGTON, IDAHO
2006-09-29 04:42:00 No. of Pages: 5
Recorded for : WASHINGTON COUNTY TITLE
SHARON WIDNER Fee: 15.00
Ex-Officio Recorder Deputy Lisa McKnight
Index to: MORTGAGE

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APR - 8 2008

203084

Legal Description to Deed of Trust

IN WASHINGTON COUNTY, IDAHO:

Parcel I

A parcel of land situated within the E1/2E1/2NE1/4NW1/4 of Section 26, Township 11 North, Range 6 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows:

Beginning at the northwest corner of the E1/2E1/2NE1/4NW1/4 of Section 26, T.11N., R.6W., B.M.;

Thence S 89°58'23" E, a distance of 60.00 feet along the north line of said E1/2E1/2NE1/4NW1/4 to the TRUE POINT OF BEGINNING;

Thence continuing S 89°58'23" E, a distance of 208.71 feet along the north line of said E1/2E1/2NE1/4NW1/4;

Thence S 0°16'43" E, parallel to the west line of said E1/2E1/2NE1/4NW1/4, a distance of 238.71 feet;

Thence N 89°58'23" W, parallel to the north line of said E1/2E1/2NE1/4NW1/4, a distance of 208.71 feet to a point on a line 60.00 feet east of the west line of said E1/2E1/2NE1/4NW1/4;

Thence N 0°16'43" W, parallel to the west line of said E1/2E1/2NE1/4NW1/4, a distance of 238.71 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO the right-of-way of Indianhead Road along the north side of the above described parcel of land.

ALSO SUBJECT TO the right-of-way of Smith Hemenway Lateral District.

ALSO TOGETHER WITH AND SUBJECT TO a 60.00 foot wide ingress-egress and utility easement with the east line of said easement being the west line of the above described parcel of land.

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APR - 8 2008

Parcel III

A parcel of land situated within the E1/2E1/2NE1/4NW1/4 and theW1/2NW1/4NE1/4 of Section 26, Township 11 North, Range 6 West, Boise Meridian, Washington County, Idaho, which parcel of land is more particularly described as follows:

Beginning at the northwest corner of the E1/2E1/2NE1/4NW1/4 of Section 26, T.11N., R.6W., B.M.;

Thence S 89°58'23" E, a distance of 60.00 feet along the north line of said E1/2E1/2NE1/4NW1/4;

Thence S 0°16'43" E, parallel to the west line of said E1/2E1/2NE1/4NW1/4, a distance of 238.71 feet;

Thence S 89°58'23" E, parallel to the north line of said E1/2E1/2NE1/4NW1/4, a distance of 208.71 feet;

Thence N 0°16'43" W, parallel to the west line of said E1/2E1/2NE1/4NW1/4, a distance of 238.71 feet to a point on the north line of said E1/2E1/2NE1/4NW1/4;

Thence S 89°58'23" E, a distance of 148.71 feet along the north line of said E1/2E1/2NE1/4NW1/4 and the north line of the W1/2NW1/4NE1/4 of said Section 26;

Thence S 0°16'43"E, parallel to the west line of said E1/2E1/2NE1/4NW1/4, a distance of 238.71 feet;

Thence S 89°58'23" E, parallel to the north line of said W1/2NW1/4NE1/4, a distance of 208.71 feet;

Thence S 0°16'43" E, parallel to the west line of said E1/2E1/2NE1/4NW1/4, a distance of 248.29 feet;

Thence N 89°58'23" W, parallel to the north line of said W1/2NW1/4NE1/4 and the north line of said E1/2E1/2NE1/4NW1/4, a distance of 626.13 feet to a point on the west line of said E1/2E1/2NE1/4NW1/4;

Thence N 0°16'43" W, a distance of 487.00 feet along the west line of said E1/2E1/2NE1/4NW1/4 to the TRUE POINT OF BEGINNING.

SUBJECT TO the right-of-way of Indianhead Road along the north side of the above described parcel of land.

ALSO SUBJECT TO AND TOGETHER WITH a 60.00 foot wide ingress-egress and utility easement being the west 60.00 feet of the above described parcel of land.

ALSO SUBJECT TO the right-of-way of Smith Hemenway Lateral District.

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APR - 8 2008

AUTHORIZATION TO RECONVEY

TO: WASHINGTON COUNTY TITLE CO.
35 W. Idaho St.
Weiser, Idaho 83672

RE: Deed of Trust - Grantor: JESUS REYES and JUANITA REYES, husband and wife
Trustee: Washington County Title Co.
Beneficiary: WARREN SHEPARD and SALLYANN SHEPARD Husband and Wife

When the debt evidenced by the above referenced Deed of Trust, which was recorded _____, as Instrument No. _____, records of Washington County, Idaho, has been paid in full, you are authorized to mark the Promissory Note "PAID", and prepare and deliver a Deed of Reconveyance.

The original Deed of Trust and Promissory Note are held by you under Escrow Collection Account No. 206-343 .

The undersigned hereby certifies that they are the owners and holders of the debt evidenced by said Deed of Trust, and that the same has not been assigned or transferred.

Dated: 9/29/06

Warren Shepard
WARREN SHEPARD

Sallyann Shepard
SALLYANN SHEPARD

SCANNED
APR - 8 2008
SCANNED
APR - 8 2008

PROMISSORY NOTE

WEISER, IDAHO, September 29, 2006 $75,700.00

JESUS REYES and JUANITA REYES, husband and wife, **BUYER ** after date, for value received, we promise to pay to WARREN SHEPARD and SALLYANN SHEPARD, husband and wife, **SELLER** at the office of Washington County Title Co. 35 West Idaho St. Weiser, Idaho 83672 the sum of SEVENTY-FIVE THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS. ($75,700.00) in lawful money of the United States, with interest thereon from date of recording underlying deed of trust until paid, in like money, at the rate of EIGHT (8.0) per cent per annum, payable in monthly payments of FIVE HUNDRED FIFTY-FIVE AND 46/100 DOLLARS, ($555.46) OR MORE, beginning October 29th, 2006 until paid. Additional payments made will not relieve the obligation to make a monthly payment on the 29th day of each month. There shall be no penalty for prepayment of principal.

This Promissory Note and Underlying Deed of Trust is Not Assumable Without Written Approval by the Seller/Lender.

In case suit or action is instituted to collect this note, or any portion thereof, we promise to pay, besides the costs and disbursements allowed by law, a reasonable attorney's fee to be fixed by the court. If the interest on this note is not paid when such interest becomes due, the holder of this note may, at its option, declare the principal due and payable. Presentment, demand of payment, protest, and notice of non-payment and of protest is hereby waived.

This note is secured by a Deed of Trust dated September 29th 2006

JESUS REYES JUANITA REYES

Approved By:

WARREN SHEPARD SALLYANN SHEPARD

SCANNED
APR - 8 2008

State of Idaho
DEPARTMENT OF WATER RESOURCES
322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098
Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: www.idwr.idaho.gov

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

March 18, 2008

WARREN SHEPARD
73 S COUNTY RD 70
WEISER ID 83672

RE: Snake River Basin Adjudication (SRBA)
Notice of Claim to a Water Right #67-7314

Dear Claimant:

We have been advised you may be the current owner of the property and water right claim referenced above. Before we can modify our records to reflect your ownership of the water right, we require the enclosed Notice of Change of Water Right Ownership form be submitted. I have enclosed that form for your use.

Please remember to enclose your Warranty Deed with the legal description of your property attached (usually Exhibit A).

Since this claim is still pending before the court, there is no fee to change the ownership. Please send the completed ownership change to my attention at this office.

Please call me toll-free at 1-800/451-4129 if you have any questions.

Sincerely,

Sally Sherman
Technical Records Specialist
Adjudication Bureau

ss:file
Enclosure:
Notice of Change in Water Right Ownership Form
cc: Former Owners w/o Enclosure

SCANNED
MAR 18 2008

IDAHO DEPARTMENT OF WATER RESOURCES

RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 67-7314

NAME AND ADDRESS: ARIMA BROTHERS
1006 W 2ND
WEISER ID 83672-1809

SOURCE: GROUND WATER TRIBUTARY:

QUANTITY: 0.940 CFS
399.00 AFY

PRIORITY DATE: 04/25/1977

POINT OF DIVERSION:

T11N R06W S26 NENWNE Within WASHINGTON County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	3/15 10/15	0.940 CFS 399.00 AFY

The use of water for irrigation under this right may begin as early as March 1 and may continue to as late as November 15, provided other elements of the right are not exceeded. The use of water before March 15 and after October 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

PLACE OF USE: IRRIGATION in WASHINGTON County

T11N R06W S26	NWNE	29.00	T11N R06W S26	SWNE	37.00
T11N R06W S26	SENE	6.00	T11N R06W S26	NENW	8.00
T11N R06W S26	SWNW	6.00	T11N R06W S26	SENW	30.00
T11N R06W S26	NESW	4.00	T11N R06W S26	NWSE	17.00

137 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 - License

Use of this right is combined with water from Weiser Irrigation District.

State of Idaho
DEPARTMENT OF WATER RESOURCES
322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098
Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: www.idwr.idaho.gov

C. L. "BUTCH" OTTER
Governor
DAVID R. TUTHILL, JR.
Director

Vivian Arima called 3-10-08.
New owner is Warren Shepard 735 County Rd. 70
Weiser ID 83672

January 10, 2008

ARIMA BROTHERS
2587 W 8TH ST
WEISER ID 83672-2637

RECEIVED
MAR 14 2008
DEPARTMENT OF
WATER RESOURCES

RE: Snake River Basin Adjudication (SRBA)
Notice of Claim to a Water Right #67-7314

Dear Claimant: Record Modified 3-18-08 NCAP prepared. - SS

The Postal Service advised us your address has changed to the above address.

Although we have reached you at the address above, we need your written confirmation this is your correct mailing address before we can change our records.

Please sign your name at the bottom of this letter and return it to this office. Make corrections to your name and address if necessary before returning this letter, **list any other water rights you have,** and return this letter by January 31, 2008. Thank you for your help.

If your mail delivery address changes in any form, please contact us in writing so we can update our records. Be sure to list your water right numbers.

If there has been a change in ownership of the property connected with the water rights referenced above, please call this office toll-free at 1/800-451-4129 to obtain a form to make this required change to the water right records.

Sincerely,

Sally Sherman
Technical Records Specialist
Adjudication Bureau

CHANGE OF OWNERSHIP
LETTER SENT 3-18-08 SS

SCANNED
MAR 18 2008

SS:region

######

The address is correct as shown above or as otherwise changed.

Bob Arima - Vivian Arima 208 549 1624
Water Right Holder's Signature Acct # 67-7314 Telephone Number

106 W 2nd. St
Weiser, Idaho
83672 1-208-549-1624

Hideo Arima (Bill)
106 County Rd. 70
1-208-549-2442

RECEIVED
NOV 27 2006
DEPARTMENT OF
WATER RESOURCES

67-7314

SCANNED
MAR 18 2008

ARIMA BROTHERS
1034 HWY 70
WEISER ID 83672

ARIM034 836722015 1106 13 11/20/06
ARIMA
2567 W 8TH ST
WEISER ID 83672-2637
FORM 3547

ADDRESS SERVICE
REQUESTED

FIRST CLASS

UNITED STATES P
02 1A
0004389
MAILED FR

Dept. of Water Resources
Adjudication Bureau
P. O. Box 83720
Boise, ID 83720-0098

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

RETURN TO SENDER

U.S.P.S. Form 3547

fee due 75 ¢

U.S. POSTAL SERVICE
FORM 3547

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

RETURN TO SENDER

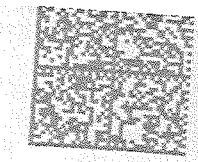
U.S.P.S. Form 3547

fee due 75 ¢

U.S. POSTAL SERVICE
FORM 3547

Dept. of Water Resources
Adjudication Bureau
P. O. Box 83720
Boise, ID 83720-0098

FIRST CLASS

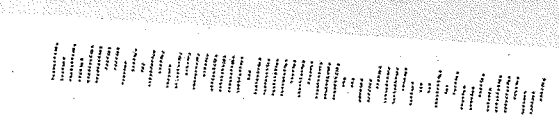


PITNEY BOWES
02 1A
0004389393
$ 00.87⁰
JAN 18 2007
MAILED FROM ZIP CODE 83702

RECEIVED
JAN 23 2007
DEPARTMENT OF
WATER RESOURCES

ARIM034 836722001 1106 04 01/21/07
FORWARD TIME EXP RTN TO SEND
ARIMA
2587 W 8TH ST
WEISER ID 83672-2637

RETURN TO SENDER



SCANNED
MAR 13 2007

Directors Report
WR # 67-7314

11/14/2006

RECEIVED
DEC 06 2006
DEPARTMENT OF
WATER RESOURCES

NOTICE OF ERROR
REPLY

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: December 8, 2006

Water right number: 67-7314

ARIMA BROTHERS
1034 HWY 70
WEISER ID 83672
Telephone Number: (208)549-1357

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

2. Describe the changes you wish to make in the proposed recommendation:

3. Give a brief explanation as to why you disagree with these portions:

✓ **I AGREE with this proposed recommendation: no changes need to be made.**

DATE: 12-7-06 **SIGNATURE:** Arima Bros. Bob T. Arima

Please print your name: Bob Toshio ARIMA

IDWR Regional Office, 322 E Front St
PO Box 83720, Boise, ID 83720-0098, 2082874800

SCANNED
DEC 11 2006

11/02/2006

IDAHO DEPARTMENT OF WATER RESOURCES

PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 67-7314

NAME AND ADDRESS: ARIMA BROTHERS
1034 HWY 70
WEISER ID 83672

SOURCE: GROUND WATER TRIBUTARY:

QUANTITY: 0.940 CFS
399.000 AFY

PRIORITY DATE: 04/25/1977

POINT OF DIVERSION:

T11N R06W S26 NENWNE Within WASHINGTON County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	3/15 10/15	0.940 CFS 399.00 AFY

The use of water for irrigation under this right may begin as early as March 1 and may continue to as late as November 15, provided other elements of the right are not exceeded. The use of water before March 15 and after October 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

PLACE OF USE: IRRIGATION in WASHINGTON County

T11N R06W S26	NWNE	29.00	T11N R06W S26	SWNE	37.00
T11N R06W S26	SENE	6.00	T11N R06W S26	NENW	8.00
T11N R06W S26	SWNW	6.00	T11N R06W S26	SENW	30.00
T11N R06W S26	NESW	4.00	T11N R06W S26	NWSE	17.00

137 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.

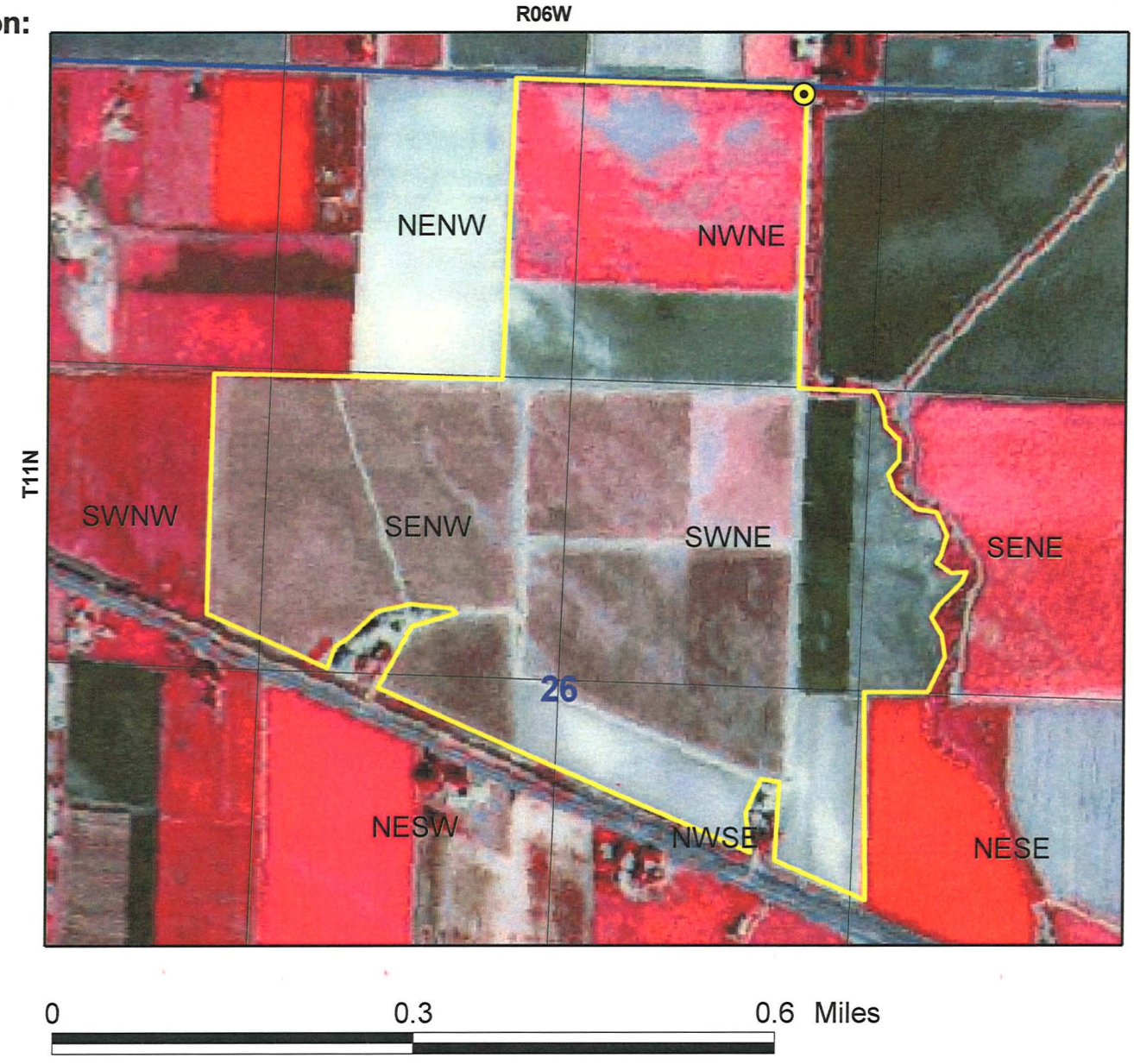
EXPLANATORY MATERIAL: BASIS OF CLAIM - License

Use of this right is combined with water from Weiser Irrigation District.

Idaho Department of Water Resources

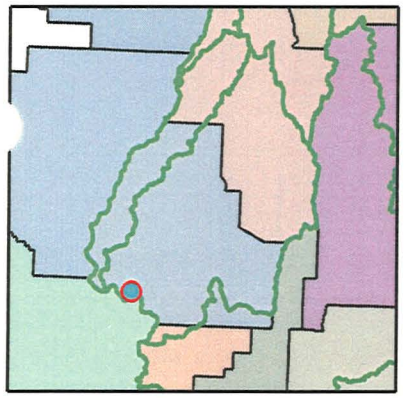
SRBA Recommendation:

67-7314



Legend

- Point of Diversion
- Place of Use
- Townships
- PLS Sections
- Quarter Quarters



Washington County
IDWR Basin 67

N

Prepared by J. Dean
On Thursday, November 2, 2006
1987/88 Aerial Photography

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-7314 V1

WATER RIGHT NUMBER: 67-7314 V1

Owner Type	Name and Address
Current Owner	ARIMA BROTHERS 1034 HWY 70 WEISER, ID 83672 (208)549-1357

Priority Date: 04/25/1977

Basis: License

Status: Active

Source	Tributary
GROUND WATER	

Beneficial Use	From To	Diversion Rate	Annual Volume
IRRIGATION	3/15 to 10/15	0.940 CFS	399.00 AF
	Total Diversion:	0.940 CFS	399.00 AF

Location of Point(s) of Diversion

GROUND WATER NE1/4NW1/4NE1/4 Sec. 26, Twp 11N, Rge 06W, B.M.

WASHINGTON County

Place of Use

IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
11N 06W 26		29.0	37.0	6.0	8.0		6.0	30.0	4.0					17.0			137.0

Total Acres: 137

Conditions of Approval:

1. C18 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.
2. S39 The use of water for irrigation under this right may begin as early as March 1 and may continue to as late as November 15, provided other elements of the right are not exceeded. The use of water before March 15 and after October 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.
3. F14 Use of this right is combined with water from Weiser Irrigation District.

Remarks:

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-7314 V1

Comments:

1. mcase 5/12/2004 Period of Use
Comment: Licensed Period of Use shorter than Standard Season of Use. Recommend shoulder remark.

2. jdean 11/2/2006 Recommended as licensed
Comment: This claim was recommended as licensed. Conditions were added related to the Season of Use and overlap with Weiser Irrigation District.

Dates and Other Information:

Decreed Date:
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
Defendant:
Plaintiff:
Civil Case Number:
Judicial District:
Notice of Error Flag:
State or Federal: S
Owner Name Connector:
Water District Number:
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

Combined Use Limits:

Element Reviewed/Verified Dates:

Element	Last Reviewed Date	Reviewer	Last Verified Date	Verifier	Status
Priority Date	4/9/2004 11:20:09 AM	mcase			Active
POD	4/9/2004 11:25:43 AM	mcase			Active
Source	4/9/2004 11:25:53 AM	mcase			Active
POU	4/9/2004 11:31:17 AM	mcase			Active
Use	4/9/2004 11:31:38 AM	mcase			Active
Season	4/9/2004 11:32:15 AM	mcase			Active
Quantity	4/9/2004 11:32:52 AM	mcase			Active
Season	5/12/2004 3:22:17 PM	mcase			Active
Summary			11/02/2006	jdean	Active

Verification Log:

Element	Date Time Stamp	Reviewer	Log text
POU	11/2/2006 4:00:51 PM	jdean	Updated shape for Active POU

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-7314 V1

Summary	11/2/2006 4:16:54 PM	jdean	(Yes) 1. Is the basis of this claim a Decree, License, Permit, Application or Posted Notice? (No) 2. Does any evidence indicate a five year period of continuous nonuse occurred that could result in recommending forfeiture or partial forfeiture? (No) 5. Does this right have any combined use limits with other rights? (No) 6. Is an additional remark and/or condition required? (Yes) 7. Would you like to view the recommended right? (No) 8. Is this a split or combined right? (No) 9. Do you have documents you would like to attach or link to the file? (Yes) 10. Would you like to set the verification date?
POU	11/2/2006 4:01:05 PM	jdean	Updated PLS for Active POU
Season	5/12/2004 3:22:18 PM	mcase	(Yes) 1. Is the basis of claim Decree or License? (Yes) 4. Does the Decree or License have a Period of Use? (Yes) 5. Can the claimed Period of Use be verified using the water right file? (Yes) 14. Is irrigation claimed as a Purpose of Use? (Yes) 16. Is the Period of Use on the decree, license or transfer shorter on either the start date or end date than allowable under current IDWR standards? (No) 17. Was the Period of Use shortened by a Transfer to a standard Period of Use that is shorter than the current standard Period of Use?
POU	2/26/2004 2:48:52 PM	awarntje	Edited shape boundary
POU	2/26/2004 2:58:36 PM	awarntje	Edited shape boundary
POD	4/9/2004 11:25:43 AM	mcase	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a POD? (Yes) 5. Can the claimed POD be verified using the water right file?
Source	4/9/2004 11:25:54 AM	mcase	(Yes) 1. Is the basis of claim Decree or License? (Yes) 4. Does the Decree or License have a source? (Yes) 5. Can the claimed source be verified using the water right file?
POU	4/9/2004 11:30:13 AM	mcase	Edited shape boundary
POU	4/9/2004 11:31:18 AM	mcase	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 2a. Is the POU required? (Yes) 5. Does the Decree or License have a POU? (Yes) 6. Can the claimed POU be verified using the water right file?

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-7314 V1

Use	4/9/2004 11:31:38 AM	mcase	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a Purpose of Use? (Yes) 5. Can the claimed Purpose of Use be verified using the water right file?
Season	4/9/2004 11:32:16 AM	mcase	(Yes) 1. Is the basis of claim Decree or License? (Yes) 4. Does the Decree or License have a Period of Use? (Yes) 5. Can the claimed Period of Use be verified using the water right file? (Yes) 14. Is irrigation claimed as a Purpose of Use? (No) 16. Is the Period of Use on the decree, license or transfer shorter on either the start date or end date than allowable under current IDWR standards?
Quantity	4/9/2004 11:32:52 AM	mcase	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a diversion rate and/or volume? (Yes) 5. Can the claimed diversion rate and/or volume be verified using the water right file? (Yes) 8. Does the parent right have an annual diversion volume limit? (Yes) 10. Is a irrigation a purpose of use? Description for Question 10 - Diversion licensed for 399 AF.
Priority Date	4/9/2004 11:20:09 AM	mcase	(No) 1. Should this water use have been included in a later court decree of the water rights from this source? (Yes) 4. Is the basis of claim decree or license? (Yes) 5. Does the decree or license have a Priority Date? (Yes) 6. Did the Claimant claim the decreed or licensed Priority Date ? (Yes) 15. Is the basis of claim coded correctly? (No) 16. Is a Priority Date remark and/or condition required?
POD	4/9/2004 11:24:40 AM	mcase	Edited point location
POU	2/27/2004 9:00:47 AM	awarntje	Edited shape boundary
POU	2/27/2004 9:02:45 AM	awarntje	Edited shape boundary
POU	2/27/2004 8:55:53 AM	awarntje	Edited shape boundary
POU	2/27/2004 9:00:37 AM	awarntje	Edited shape boundary
POU	2/27/2004 9:04:45 AM	awarntje	Edited shape boundary
POU	2/27/2004 9:06:23 AM	awarntje	Edited shape boundary

Water Supply Bank:

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 67-07314

Priority: April 25, 1977

Maximum Diversion Rate: 0.94 CFS
Maximum Diversion Volume:[1] 399.0 AF

This is to certify, that ARIMA BROTHERS
1034 HWY. 70
WEISER, ID 83672 has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated April 19, 1977; and has submitted Proof of Beneficial Use on June 29, 1978. An examination indicates that the works have a diversion capacity of .940 cfs of water from a GROUNDWATER source, and a water right has been established as follows:

BENEFICIAL USE	PERIOD OF USE	RATE OF DIVERSION	ANNUAL VOLUME
IRRIGATION	03/15 to 10/15	0.94 CFS	399.0 AF

LOCATION OF POINT(S) OF DIVERSION: NWNE , Sec. 26, Township 11N, Range 06W
WASHINGTON County

PLACE OF USE: IRRIGATION

TWN	RGE	SEC		ACRES		ACRES		ACRES	TOTAL
11N	06W	26	NWNE	29	SWNE	37	SENE	6	
			NENW	8	SWNW	6	SENW	30	
			NESW	4	NWSE	17			137

Total number of acres irrigated: 137

CONDITIONS/REMARKS:

1. The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right is limited to the amount which can actually be beneficially used. The maximum diversion volume may be adjusted to more accurately describe the beneficial use or to implement accepted standards of diversion and use efficiency.
2. This water right is appurtenant to the described place of use.
3. This right is subject to all prior water rights and may be forfeited by five years of non-use.
4. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
5. This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.5 afa per acre for the lands above.

MICROFILMED
JUN 2 6 1990

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 67-07314

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. Witness the seal and signature of the Director, affixed at Boise, this 19th day of April, 1990.

Acting for R. Keith Higginson, Director

MICROFILMED
JUN 2 6 1990

State of Idaho
DEPARTMENT OF WATER RESOURCES
Western Region, 2735 Airport Way, Boise, Idaho 83705 - (208) 334-2190

CECIL D. ANDRUS
GOVERNOR
R. KEITH HIGGINSON
DIRECTOR

May 17, 1990

[Bob Arima
Arima Brothers
1034 County Rd 70
Weiser, ID 83672
]

Dear Claimant(s):

We have received your Notice(s) of Claim to a Water Right filed in the Snake River Basin Adjudication.

In the initial review of this claim(s) we found it necessary to either complete or change an item or items on your claim form(s). A copy of your original claim(s) with these changes marked, along with the computer generated copy, and Receipt No. W12359, W12338 are enclosed. Only the item(s) shown below with a checkmark have been either changed or added to your claim(s).

✓ Item #2 - Only a portion of your priority date was listed. This item requires a month, day and year. We have added in the required information based on the Department's rules for dates of priority.

____ Item #4 - The point of diversion appears to be incorrectly described or not described at all. Based on other information provided which included your legal description, we have added in the quarter-quarter, section, township and range. If you had listed the Lot, Block and Subdivision name, enclosed is a copy of the subdivision map from which we computed the quarter-quarter legal description.

____ Item #5 - No description of diverting works was listed. Because the source was described as a groundwater source, we have completed this item with well, pump and pipeline. If your groundwater source is not a well, please notify us.

____ Item #6 - The period of use is not listed for the use(s) claimed. The Department has recommended periods of use for certain uses. The recommended period of use has been added to your claim.

SCANNED
APR 19 2004
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OCT 02 1992

_____ Item #7 - The total quantity claimed was not completed. The use(s) claimed have been added together and this amount added to your claim.

_____ Item #9 - The number of homes was not listed on your claim. It appears to be filed for one domestic home and this information has been added to your claim.

_____ Item #10- The place of use appears to be incorrectly described, or not described at all. Based on other information submitted we have added in the quarter-quarter, section, township and range. If you had listed the Lot, Block and Subdivision name, we have enclosed a copy of the subdivision map from which we computed the quarter-quarter legal description. Or, if you have listed a quarter-quarter legal description under Item No. 4, we have listed this same quarter-quarter, section township and range on this item.

_____ Item #12- The ownership of the place of use has not been marked. We have assumed you own the place of use and this information has been added to your claim.

_____ Item #15- Basis of Claim was not completed. No previously recorded water rights were found, therefore, we have marked beneficial use of the water as the basis for filing this claim.

✓ Other This claim has been amended per our phone conversation & your previous license (enclosed)

If you have any problems or questions concerning these additions and/or changes, please feel free to change the copy of your claim form(s) and return it to this office. The new changes can then be made and a computer generated copy showing these changes sent to you. If we do not hear from you, we will assume these changes meet with your approval and the claim(s) will remain as shown on the enclosed copies.

Sincerely,

Linda Werner

LINDA WERNER
Sr. Water Resource Agent
Adjudication Section

LW:js

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OCT 0 2 1992

CONVERSATION MEMORANDUM

DATE 4-23-90

FILE A67-07314

NAME OF PARTY Arima Bros.

EMPLOYEE Linda Wurmer

RE: 549-1624 - alternate phone no

Called claimant in re. to returned claims letter in which he did not answer any of my questions in re to his claim but only wrote "See permit #67-7314". No answer

5-10-90 Talked to wife she will have Jim or Bob call me back on 5-11-90

5-11-90 - Jim Arima called. Said to file the claim per the previous water right. He is sending me an additional $97.00 for the X-tra acres.

Actual Fee Due = 50 + 137 = 187.00

Actual Paid = 90.00

FEE Due = 97.00

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OCT 0 2 1992

State of Idaho
DEPARTMENT OF WATER RESOURCES
Western Region, 2735 Airport Way, Boise, Idaho 83705 - (208) 334-2190

CECIL D. ANDRUS
GOVERNOR
R. KEITH HIGGINSON
DIRECTOR

4-5-90

[Arima Brothers]
[1034 County Road 70]
[Weiser, ID. 83672]

RECEIVED
APR 19 1990
Department of Water Resources
Western Regional Office

Dear Claimant(s):

This office has received the Notice of Claim(s) to a Water Right for the use of water within the Snake River Drainage Basin. However, due to the items checked below, we cannot process this claim(s). We are returning the claim(s) to you so that you can complete the following items. Receipt No. W6259 in the amount of $90.00 for the filing fee previously submitted is also enclosed.

_____ Fee - No fee received or inadequate fee received, fee due is _____. See enclosed fee schedule for computation of fees.

_____ Late Notice of Claim - Claim has been received after filing deadline for _____ County. This date was _____. See enclosed Late Fee Notice.

✓ Item No. 2 - Date of priority - date water was first put to beneficial use. See Permit #677314

_____ Item No. 3 - Source of Water

_____ Item No. 4 - Point of Diversion - must be shown by quarter-quarter (40 acre tract), section, township and range, except for spring sources which should be shown by quarter-quarter-quarter(10 acre tract), section, township and range. Lot and block for a subdivision are not acceptable as the legal description for the point of diversion, however, please include this information in the remarks section of your claim.

_____ Item No. 6 - Uses of Water

_____ Item No. 9 - Non-Irrigation Uses

_____ Item No. 10 - Place of Use - must be listed by quarter-quarter (40 acre tract), section, township, and range. Lot and block for subdivision are not acceptable as the legal description for the place of use, however, please include this information in the remarks section of your claim.

_____ Item No. 12 - Ownership of place of use.

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OCT 0 2 1992

____ Adjudication Claim Form No. 42-1409(2)a., needs to be filed instead of Claim Form No. 42-1409(2)b., due to the following reasons: _____

_____

_____.

Enclosed is the correct claim form with instructions for completion. The fee schedule is also in the instruction sheets to help you figure the fee needed for filing this type of claim form.

____ An adjudication claim cannot be filed when no water use or development has taken place. An application for permit is the form to file at the time you decide to begin development. Claims are required only on development and uses completed prior to the commencement of the adjudication, November 19, 1987. Enclosed is an application for permit form with instructions to be completed at the time development will begin.

____ An adjudication claim cannot be filed on an application for permit which has not been approved. Therefore, we are returning your Notice of Claim to you. An application for permit must be approved in order to establish a water right to file on.

✓ Other: A comparison with your license (67-07314) indicates a significant change of acreage and water amounts. If the well is used for the number of acres you indicated (40) it is correct; however I did want to make you aware of the difference. I have enclosed a copy of this right as it was previously licensed. You can also obtain the priority date from this copy. An additional acreage fee will be necessary if you claim more acres.

Please complete the above item(s) on your claim form(s), initial and date any changes or additions, and return the claim(s) to our office within 30 days from the date of this letter. If you are returning a claim form, which was received in our office by the deadline for your county, then as long as the corrected claim(s) is returned within the 30 day time period, no late fee will be charged. The claim should be returned to the Western Region Office, 2735 Airport Way, Boise, ID 83705, to the attention of Linda Werner.

Please feel free to contact this office if you have any questions concerning this letter.

Sincerely,

Jan Shurte

JAN SHURTE
Water Rights Supervisor
Adjudication Section
Western Region

JS:lh
Enclosures

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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 67-7314
Date Received: 5/14/1990
Receipt No: W012381
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

WARREN E SHEPARD Phone: (208) 549-2856

735 COUNTY RD 70
WEISER ID USA 83672

SALLYANN SHEPARD Phone: (208) 549-2856

735 COUNTY RD 70
WEISER ID USA 83672

2. Date of Priority: 04/25/1977

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County	Type
11N	06W	26	NE NW NE		WASHINGTON	

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	3/15	10/15	0.94	399

7. Total Quantity Appropriated is:
0.94 C.F.S. and/or 399 A.F.A.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

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

11N	06W	26	SW	NE	IRRIGATION	37
			NW	NE	IRRIGATION	29
			SE	NE	IRRIGATION	6
			SE	NW	IRRIGATION	30
			NE	SW	IRRIGATION	4
			NE	NW	IRRIGATION	8
			NW	SE	IRRIGATION	17
			SW	NW	IRRIGATION	6
					Section Acres	137
					Total Acres	137

11. Place of use in counties: WASHINGTON

12. Do you own the property listed above as place of use? No

13. Other Water Rights Used:

14. Remarks:

SPLIT RIGHT: SEE RIGHT NOS. 67-14954 and 67-14955.

This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.5 afa per acre for irrigation of the lands above.

THIS WELL AND APPURTENANCES ARE USED TO SUPPLEMENT IRRIGATION WATER WHICH IS IN SHORT SUPPLY, AFTER IN-STREAM WATER OF WEISER RIVER BECOMES SHORT IN JULY ANNUALLY. RECEIPT NUMBERS W6259 AND W12381. POSSIBLE REFUND.

Shepard submitted a request for a change of ownership for this right. Along with the deed showing they purchased all the property applicable to original right 67-7314, Shepard also submitted deeds showing that after that purchase, the Shepards started selling off pieces of the property. As of this date, 4 pieces of the original property has been sold to 4 different parties (Reyes, Murray, Oldfield, & Wilkins). Changes of ownership were solicited from the owners that purchased property from the Shepards without response. The entire right 67-7314 will be changed into the name of Shepard. Until request for change of ownership is submitted by the parties that purchased property from Shepard, the entire right will remain in the name of Shepard and will not be split (csaxton 6-26-08).

15. Basis of Claim: License

16. Signature(s)

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: **A67-07314**
Date Received: 10/16/1989
Receipt No: W625984912381
Received By: LJ

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: ARIMA BROTHERS 208-549-1357
   Address: 1034 COUNTY RD 70
   WEISER, ID 83672

2. Date of Priority: APR 25, 1977

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
11N	06W	26	NE NW NE		WASHINGTON

5. Description of diverting works:
   12" CS, 50' DEEP, 25 HP MOTOR & PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	10/15	0.940		399.00

7. Total Quantity Appropriated is:
   0.940 C.F.S. (and/or) 399.00 A.F.A.

8. Total consumptive use is 479.5 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
11N	06W	26	NW NE		IRR	29.0
			SW NE		IRR	37.0
			SE NE		IRR	6.0
			NE NW		IRR	8.0
			SW NW		IRR	6.0

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APR 19 2004

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10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4		Lot	Use	Acres
11N	06W	26	SE	NW		IRR	30.0
			NE	SW		IRR	4.0
			NW	SE		IRR	17.0
					Section Acres		137.0
					Total Acres		137.0

11. Place of use in counties: WASHINGTON

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

13. Other Water Rights Used:
WEISER IRR. DISTRICT

14. Remarks:
THIS WELL AND APPURTENANCES ARE USED TO SUPPLEMENT IRRIGATION WATER WHICH IS IN SHORT SUPPLY, AFTER IN-STREAM WATER OF WEISER RIVER BECOMES SHORT IN JULY ANNUALLY.

15. Basis of Claim: LICENSE

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): _____ Date: _____

_____ Date: _____

MICROFILMED
OCT 0 2 1992

State of Idaho)
) SS.
County of _____)

Subscribed and sworn (or affirmed) before me this _____ day

of _____ 19 _____

_____
Notary Public

Seal

Residing at _____

My Commission Expires _____

MICROFILMED
OCT 0 2 1992

Form No. 42-1409 (2) a 1/88

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

CIVIL CASE NUMBER: 39576

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

Ident. Number 67-7314

Date Received 10-16-89

Receipt Number W0006259

RECEIVED
OCT 16 1989
Department of Water Resources
Western Regional Office

RECEIVED
APR 19 1990
Department of Water Resources
Western Regional Office

NOTICE OF CLAIM TO A WATER RIGHT ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of Claimant (s) ARIMA BROTHERS, a co-partnership Phone (208) 549-1357

   Mailing Address 1034 County Road 70, Weiser, Idaho Zip 83672

2. Date of Priority (Only one (1) per claim) _____

3. Source of water supply (a) Ground water

   which is tributary to (b) _____

4. a. Location of existing point of diversion is: Township 11 N, Range 6 W BM Section 26,

   NE 1/4 of NW 1/4 of NE 1/4, Govt. Lot, ____ B.M., County of Washington

   Additional points of diversion if any: None

   b. If instream flow, beginning point of claimed instream flow is:

   Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,

   Govt. Lot _____ B.M., County of _____

   ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of

   _____ 1/4, Govt. Lot _____ B.M., County of _____

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc), including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well. Well, 12 inch casing, 50 ft deep, 25 hp motor and pump.

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OCT 02 1992

6. Water is claimed for the following purposes:

(both dates are inclusive) (cfs) (acre feet)

For Irrigation purposes from 4/1 to 10/1 amount 0.70 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 0.70 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is _____ acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) _____

10. Description of place of use:
    a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
    b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
11N	6WBM	26		X															40

Total number of acres irrigated 40

11. In which county (ies) are lands listed above as place of use located? Washington

12. Do you own the property listed above as place of use? Yes X No _____
    If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.
    Weiser Irrigation District holds water (irrigation) rights in trust for land owners. or None ( )

14. Remarks:
    This well and appurtenances are used to supplement irrigation water which is in short supply, after in-stream water of Weiser River becomes short in July annually.

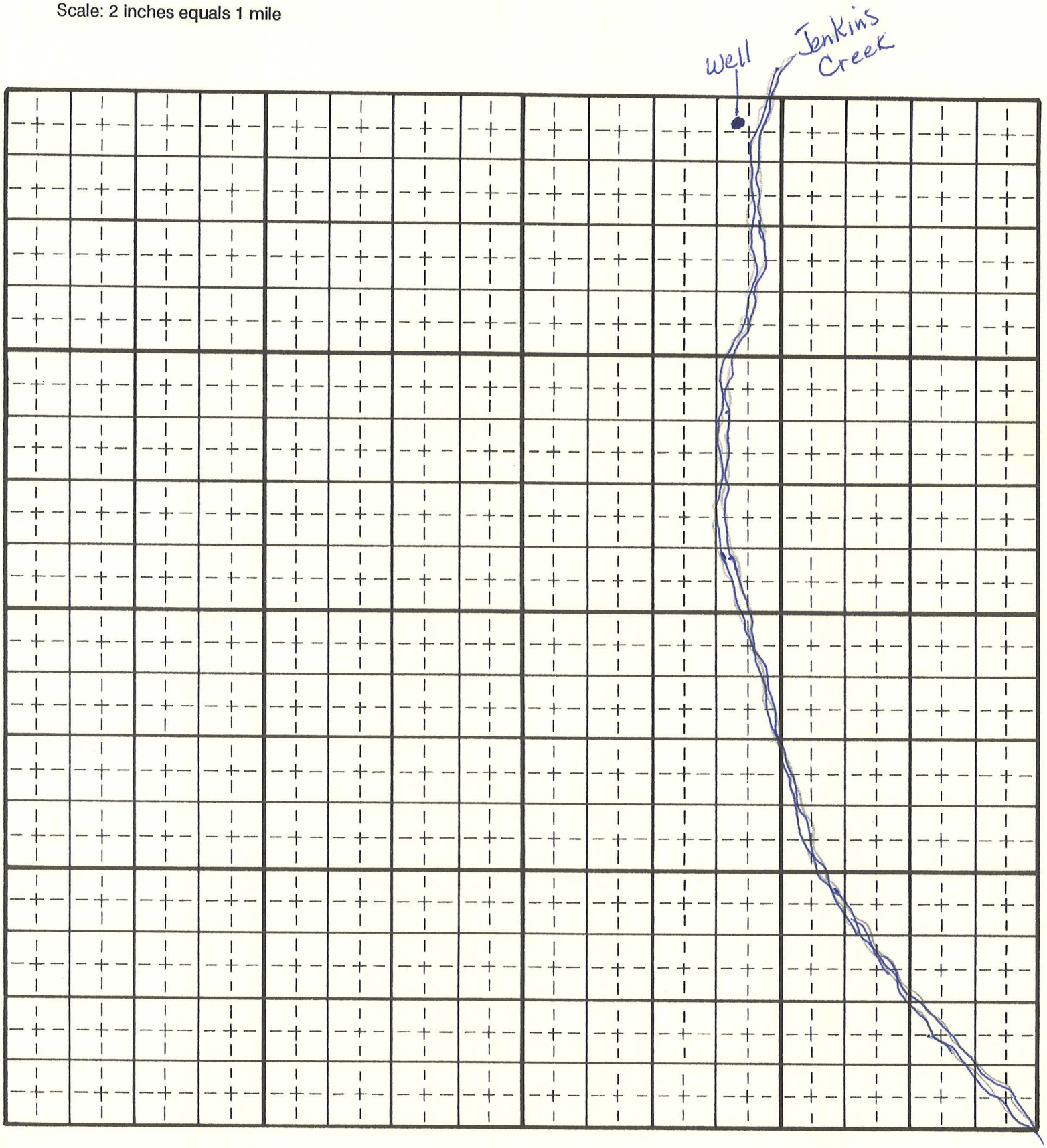
MICROFILMED
OCT 02 1992

Last Name Arima Bros Ident No. _____

Copies: White-State, Yellow-Claimant

Map of Project: show clearly the point of diversion, place of use, section number, township, and range number.

Scale: 2 inches equals 1 mile



Last Name Arima Bros Ident No. _____

Copies: White-State, Yellow-Claimant

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OCT 0 2 1992

15. Basis of Claim (check one) Beneficial Use _____ Posted Notice _____ License _____ Permit #677314
Decree _____
If applicable provide IDWR Water Right Number _____
Court _____ Case Number _____ Decree Date _____
Plaintiff vs Defendant _____

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

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) Jim Arima Date 10-9-89

Bob Arima Date 10-9-89

For Organizations: I do solemnly swear or affirm that I am a partner
Title
of Arima Brothers, a co-partnership , that I have signed the foregoing
Organization
document in the space below as Senior partner of Arima Brothers, a co-partnership
Title Organization
and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____

Title and Organization Senior Partner Date 10/7/89

State of Idaho/or _____)
) SS.
County of Washington)

Subscribed and sworn (or affirmed) before me this 7th day of October 19 89

SEAL

Notary Public Vincent L Arima

Residing at Weiser, Idaho

My Commission Expires 3/10/93

Please Print Name

17. Notice of Appearance:
Notice is hereby given that I, _____ will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature _____

Address _____

Date _____

MICROFILMED
OCT 0 2 1992

Last Name Arima Bros Ident. Number _____

Copies White-State, Yellow-Claimant

Form No. 42-1409 (2) a 1/88

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Western Regional Office

Please type or print clearly

1. Name of Claimant (s) ARIMA BROTHERS, a co-partnership Phone (208) 549-1357

   Mailing Address 1034 County Road 70, Weiser, Idaho Zip 83672

2. Date of Priority (Only one (1) per claim) Apr. 25, 1977

3. Source of water supply (a) Ground water

   which is tributary to (b) _____

4. a. Location of existing point of diversion is: Township 11 N, Range 6 W BM Section 26,

   NE 1/4 of NW 1/4 of NE 1/4, Govt. Lot, _____ B.M., County of Washington

   Additional points of diversion if any: None

   b. If instream flow, beginning point of claimed instream flow is:

   Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,

   Govt. Lot _____ B.M., County of _____

   ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of

   _____ 1/4, Govt. Lot _____ B.M., County of _____

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc), including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well. Well, 12 inch casing, 50 ft deep, 25 hp motor and pump.

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OCT 02 1992

6. Water is claimed for the following purposes:

		(both dates are inclusive)		(cfs)	(acre feet)
For Irrigation	purposes from ~~4/1~~ 3-15	to ~~10/1~~ 10-15	amount ~~0.70~~ 0.94	or	
For	purposes from	to	amount	or	
For	purposes from	to	amount	or	
For	purposes from	to	amount	or	

7. Total quantity claimed (a) ~~0.70~~ 0.94 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is 479.5 acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) _____

10. Description of place of use:
   a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
   b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
~~11N~~	~~6WBM~~	26		~~29~~ X	37	6	8		6	30	4					17			~~137~~ 40

Total number of acres irrigated ~~40~~ 137

11. In which county (ies) are lands listed above as place of use located? Washington

12. Do you own the property listed above as place of use? Yes X No _____
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.
Weiser Irrigation District holds water (irrigation) rights in trust for land owners. or None ( )

14. Remarks:
This well and appurtenances are used to supplement irrigation water which is in short supply, after in-stream water of Weiser River becomes short in July annually.

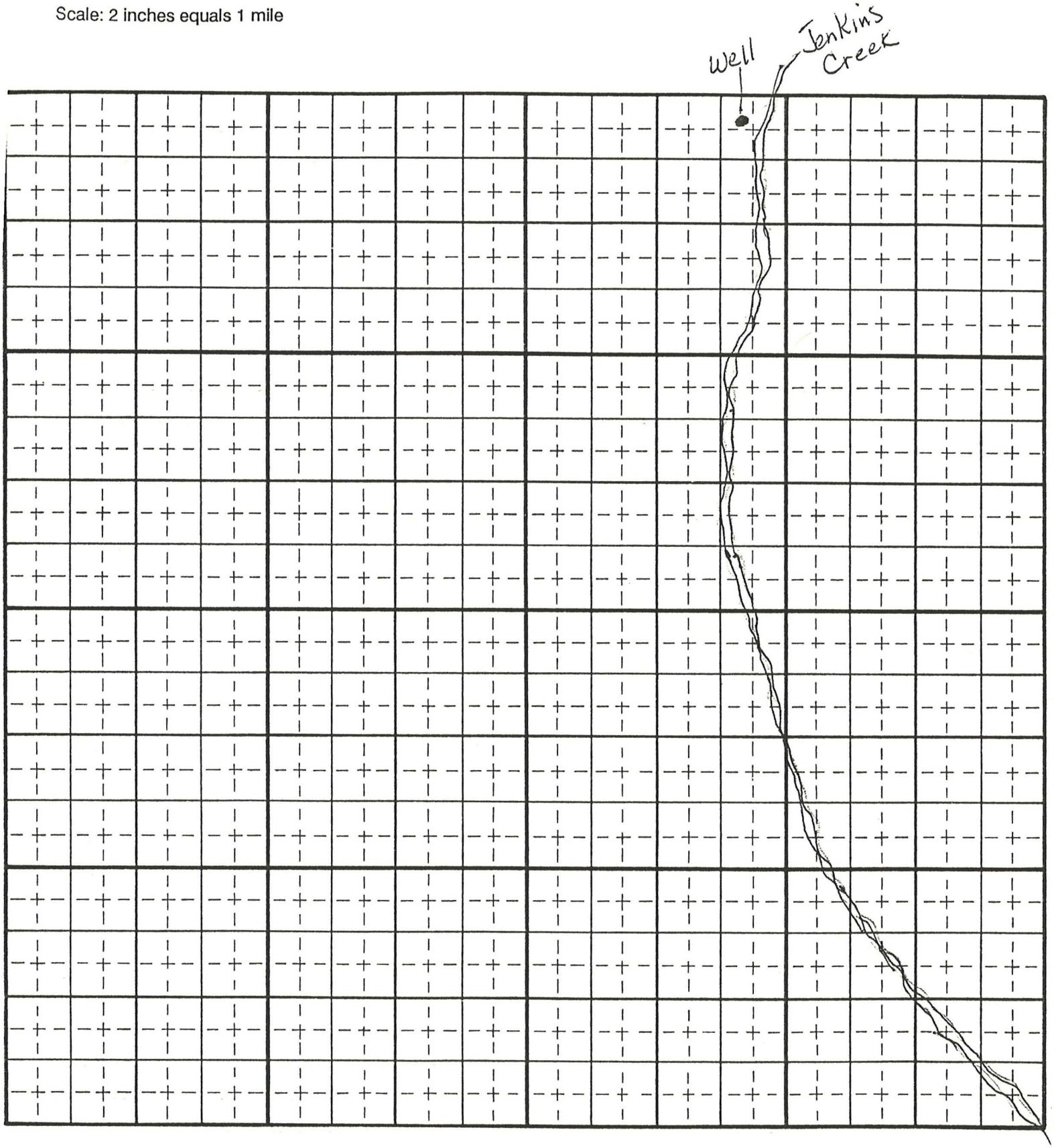
Last Name Arima Bros Ident No. _____

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OCT 0 2 1992

Copies: White -State, Yellow-Claimant

Map of Project: show clearly the point of diversion, place of use, section number, township, and range number.

Scale: 2 inches equals 1 mile



Last Name Aruna Bros Ident No. _____

Copies: White-State, Yellow-Claimant

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15. Basis of Claim (check one) Beneficial Use _____ Posted Notice _____ License _____ Permit #677314
Decree _____
If applicable provide IDWR Water Right Number _____
Court _____ Case Number _____ Decree Date _____
Plaintiff vs Defendant _____

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

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) Jim Arima Date 10-9-89

Bob Arima Date 10-9-89

For Organizations: I do solemnly swear or affirm that I am a partner
Title
of Arima Brothers, a co-partnership
Organization
, that I have signed the foregoing document in the space below as Senior partner
Title
of Arima Brothers, a co-partnership
Organization
and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____

Title and Organization Senior Partner Date 10/7/89

State of Idaho/or _____)
) SS.
County of Washington)

Subscribed and sworn (or affirmed) before me this 7th day of October 19 89

SEAL

Notary Public Vincent P Arima

Residing at Weiser, Idaho

My Commission Expires 3/10/93

Please Print Name

17. Notice of Appearance:
Notice is hereby given that I, _____ will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature _____

Address _____

Date _____

Last Name Arima Bros Ident. Number _____

Copies White-State, Yellow-Claimant

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OCT 0 2 1992

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT CLAIMS PROOF READING REPORT
(REGIONAL)

Water Right Number - 67-07314 Adj. Flag Translation: Standard Water Right Number Old (D) Number -

Last Name

*** C - CURRENT OWNER ***
ARIMA BROTHERS

First Name

Address

1 - 1034 HWY. 70
2 -
3 -
City- WEISER State- ID Zip- 83672
Phone - 208-000-0000

Priority Date	Region	Stage	Status
04/25/1977	14	L - LICENSE	

Source: GROUNDWATER

Tributary

Point of Diversion

Twn	Rng	Sec	Tract	Lot	RFlg	County

Water Use

Code	Description	Period From	Period To	Diversion Rate	Diversion Volume
01	IRRIGATION	03/15	10/15	0.940	399.00

Total Div. Rate	Total Div. Volume	Total Div. Capacity
0.940	399.00	0.940

Place of Use

Twn	Rng	Sec	Tract	Lot	Acres	Code	Description	County	
11N	06W	26	NW NE		29.0	01	IRRIGATION	87	WASHINGTON
			SW NE		37.0			87	WASHINGTON
			SE NE		6.0			87	WASHINGTON
			NE NW		8.0			87	WASHINGTON
			SW NW		6.0			87	WASHINGTON
			SE NW		30.0			87	WASHINGTON
			NE SW		4.0			87	WASHINGTON
			NW SE		17.0			87	WASHINGTON

Total Acres: 137.0

Diversion Means -

Non-Irrigation Use -

Other Rights for Same Use -

Remarks

No Remarks found.

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OCT 02 1992

Water right number - 67-07314 Adj. flag translation: Standard Water Right Number

Conditions of Approval

R32 - This right when combined with all other rights shall provide no
- more than .02 cfs per acre nor more than 4.5 afa per acre for the
- lands above.

Decree Plaintiff

Decree Defendant

Decree Date - 00/00/0000

Audit Fields -

Water Rights Dates and Flags Area

Proof Due Date	- 07/01/1978	Field Exam Made	- 06/29/1987	Field Exam Fee	- R
Approved/Denied	- 06/10/1977	Protested Date	- 00/00/0000	Swan Falls	-
Proof Made Date	- 06/29/1978	Hearing Date	- 00/00/0000	Temporary Right	- P
Start Work Date	- 00/00/0000	Verified Date	- 00/00/0000	DLE/Carey Act	-
Order Show Cause	- 00/00/0000	Receipt Number	-	Water District	-
Licensed Date	- 04/19/1990	Appl Received	- 04/19/1977	Transfer/Amended	-
Decree Date	- 00/00/0000				

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OCT 0 2 1992

12/22/1988 SRBA CLAIMS RECEIVING CHECKLIST

CLAIMANT'S NAME Arima Ross CLAIM IDENT. NO. AG7-7314

DATE RECEIVED 10-16-89 CK # 5188 AMOUNT $ 90-

	YES	NO	Required Info?
1. Is the name and address complete with zip code?	✓		*
2. Is a priority date entered?		✓	*
Is the priority date acceptable in view of mandatory filing dates?		✓	*
3. (a) Is a source entered?	✓		*
(b) Is a tributary to entered? (if required) N/A ✓			
4. Is the legal description of the p.d. sufficient?	✓		*
5. Is there a description of the diverting works?	✓		
6. Are the water uses appropriate for the form? The short form is limited to domestic and stockwater uses with direct diversion. All claims that include storage or instream stockwater must use long form.	✓		
Is the period of use included?	✓		
Is a quantity claimed for each use?	✓		*
7. Is a total quantity claimed entered?	✓		
8. If required is a consumptive use entered? N/A		✓	
Is the consumptive use correct? N/A ✓			
9. Are the non-irrigation uses listed properly? If this claim is on the short form, and more than one domestic use is listed, single ownership must be stated. If not under single ownership, see Adjudication Memo # 4. N/A ✓			*
10. Is (are) the place(s) of use and purpose(s) indicated?	✓		*
11. Is (are) the county(ies) entered?	✓		
12. Is the ownership of p.u. checked?	✓		
13. Are other water rights listed or "none" indicated?	✓		
14. If required, are remarks correct? (If the claimant does not own the place of use, authority for filing the claim must be explained in the remarks.) N/A	✓		
15. Is the basis of the claim indicated?	✓		
16. Has the claimant requested a monthly docket sheet? (If yes, describe payment status in "Comments" below.)		✓ signed under individual	
17. Is the claim signed by the claimant, and is the signature appropriate?		✓	*
18. Has the claim been signed, sealed, and dated by a notary?	✓		*
19. Was this claim filed on time, or was an extension granted?	✓		*
20. Is the fee enclosed correct? Exempt	✓		*
21. If this claim is based on an existing water right, has the identification number been entered? N/A	✓		
22. Should this claim be receipted and data entered?	✓	✓	

Claim checked by: LW Date: 11-14-89

Claim must be returned to claimant: ✓ (Yes) ___ (No)

Claimant must be sent a copy of amended claim for approval: ✓ (Yes) ___ (No)

Receipt Prepared by: _____ Date: _____

Claim data entered by: _____ Date: _____ Checked by: _____ Date: _____

Sent to claimant by: _____ Date: _____

Comments: Per license - priority 4-19-77, amt different, acreage different

Weiser Irr. overlap - Possible refund

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OCT 0 2 1992