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APR 07 2022

DEPARTMENT OF
WATER RESOURCES

CODY R. MOORE
WESTBERG ROEPKE MOORE, PLLC
Attorneys and Counselors at Law
530 S. Asbury St., Suite 2
Moscow, Idaho 83843
(208) 883-1520
(208) 883-1521 (fax)
ISB No. 9906/WSBA No. 49816
cmoore@wrm-law.com

*Attorneys for Claimants,
Ronald Moser & Marietta Moser*

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	)	CASE NO. 87-11258
RIGHTS TO THE USE OF WATER FROM	)	
THE PALOUSE RIVER BASIN WATER	)	MEMORANDUM IN SUPPORT OF
SYSTEM	)	RESPONSE TO OBJECTION
	)	
	)	
Case No. 59576	)	
	)	

Claimants RONALD MOSER and MARIETTA MOSER, husband and wife, by and through their counsel of record Cody R. Moore of Westberg Roepke Moore, PLLC respond to the Objection filed by James Murray and Tonya Murray and request this Court deny the same based upon the following:

FACTUAL BACKGROUND

1. Claimants are the owners of real property located in Latah County, Idaho ("Claimant Property"), more fully described as:

The SE1/4 SE1/4 of Section 32, Township 38 North, Range 4 West, B.M., lying North and West of the county road right of way.

ALSO, a parcel of land located in the SW1/4SE1/4 of said Section 32, and being more particularly described as follows:

BEGINNING at the South corner of said Section 32; thence S. 89°46'56" E. 1321.52 feet along the South line to the Southeast corner of said SW1/4 SE1/4; thence N. 00°05'51" W. 34.51 feet along the East line of said SW1/4 SE1/4 to a point of centerline

intersection of Rosenau Road and Jenkins Road, as they now exist and the TRUE POINT OF BEGINNING; thence S. 80°00'00" W. 34.81 feet along the centerline of Jenkins Road; thence N. 00°23'09" E. 874.45 feet; thence N. 03°08'02" W. 416.32 feet; thence S. 89°42'43" E. 48.97 feet to the Northeast corner of said SW1/4SE1/4; thence S. 00°05'51" E. 1283.84 feet along the East line of said SW1/4SE1/4 to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM that portion deeded to George W. Labar and Joan E. Labar, as more fully set out in instrument recorded under Recorder's Fee No. 414378.

ALSO, EXCEPTING THEREFROM that portion deeded to Latah County, as more fully set out in instrument recorded in Book 46 of Deeds at Pages 70 and 71.

2. The persons objecting ("Murrays") are owners of real property adjacent to the Claimant Property ("Murray Property"), more particularly described as follows:

A parcel of land located in the SW1/4SW1/4 of Section 29, Township 38 North, Range 4 West, B.M., described as follows:

BEGINNING at the Southwest corner of said Section 29; thence, N. 19°42'56" E, 320.77 feet; thence N. 44°17'42" E, 243.28 feet; thence N. 77°08'03" E., 131.17 feet; thence S. 81°52'52" E, 107.80 feet; thence S. 48°24'34" E, 90.87 feet; thence S. 02°46'59" E, 379.67 feet to the centerline of a county road (Magee Road); thence along said centerline, S. 71°13'44" W, 150.02 feet; thence continuing along said centerline, S. 67°27'29" W, 24.41 feet to the South line of said Section; thence along said South line, N. 89°03'55" W, 434.57 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM that portion used for Magee Road right of way.

3. For illustrative purposes a map of the two properties is attached here as **EXHIBIT "A"**.

4. The properties now owned by the Murrays and Claimants were once owned by a common owner, Moser Farms, Inc., an Idaho corporation (now dissolved).

5. A well was and still is located on what is now the Murray Property. The well has traditionally served both the Murray Property and the Claimant Property. This well and the water system attached thereto is the subject of this action.

6. On February 15, 1995, what would become the Murray Property was divided and sold by Moser Farms, Inc., to James R. Vestal and Molly M. Vestal via warranty deed, reserving an easement appurtenant for ingress and egress and an easement for a well and water system for the benefit of the Claimant Property. A copy of the warranty deed dated February 15, 1995 and recorded in Latah County as Instrument No. 410787 is attached here as **EXHIBIT "B"**.

7. At all times relevant hereto Ron Moser was not directly affiliated with Moser Farms, Inc., which was managed by Douglas Moser ("Doug").

8. In 2005, what would become the Murray Property was sold from the Vestals to William S. Raymond and Deanne M. Raymond via warranty deed dated February 11, 2005 and recorded in Latah County as Instrument No. 493835. A copy of this deed is attached as **EXHIBIT "C"**.

9. On January 5, 2006, Doug Moser, who was undergoing financial hardship, executed a Quitclaim Deed in an attempt to transfer the Claimant Property to Ron Moser. This was recorded in Latah County as Instrument No. 502028. A copy of this deed is attached as **EXHIBIT "D"**.

10. That deed was not actually effective at that time due the fact that Doug Moser personally had no interest in the Claimant Property, which was in fact owned by Moser Farms Inc.

11. On October 6, 2006, what would become the Murray Property was sold to Kirk Moser (Claimants' son) via Warranty Deed recorded in Latah County as Instrument No. 509074.

12. In 2007, Kirk Moser conducted a boundary line adjustment to carve off the farmable land from the residential portion of the Murray Property and to add a sliver of property up to the an existing driveway to the Murray Property. However, this sliver of property was not owned by Kirk Moser and was inadvertently included into the legal description for the Murray Property despite the fact that it had not been transferred to Kirk Moser. A record of survey reflecting the boundary line adjustment was recorded as Instrument No. 513961 and is attached here as **EXHIBIT "E"**.

13. Kirk Moser then sold the adjusted portion to Murray on June 1, 2007 via warranty deed recorded in Latah County as Instrument No. 514373, a copy of which is attached here as **EXHIBIT "F"**.

14. On June 21, 2007, presumably after the above defect was realized, Claimants Ron and Marietta Moser executed a quitclaim deed to Murray in an attempt to transfer to Murray that sliver of the Claimant Property to the Murrays that was included in the above transaction. A copy of said quit claim deed recorded in Latah County as Instrument No. 514885 is attached here as **EXHIBIT "G"**. However, the Claimant Property was still owned by Moser Farms, Inc., and not the Claimants, so this transfer was not effective at that time.

15. During this time period there was a falling out between Ron Moser and Doug Moser and eventually Claimants filed suit against Doug Moser and Moser Farms, Inc. and Doug Moser eventually filed for bankruptcy.

16. On March 29, 2013, Claimants finally took full and actual title to the Claimant Property via certificate of sale following a sheriff's sale of the Claimant Property. A copy of the Sheriff's Certificate of Sale recorded in Latah County as Instrument No. 557707 is attached here as **EXHIBIT "H"**.

17. In 2014, Claimants and Doug Moser entered into a Memorandum Agreement related to the litigation between them whereby Doug and his spouse confirmed they did not own any of the Claimant Property and further agreed to quitclaim any interest they or Moser Farms, Inc., might have in the Murray Property to the Murrays to correct the defect in the original deed to the Murrays. A copy of this Agreement is attached here as **EXHIBIT "I"**.

18. On October 25, 2014 Doug Moser, on behalf of Moser Farms, Inc., executed the required quitclaim deed to the Murrays, which was recorded as Instrument No. 568757. A copy of said deed is attached hereto as **EXHIBIT "J"** and thereby finally correcting the title issue related to the Murrays.

19. However, the day before on October 24, 2014, Doug Moser also unilaterally executed a Release of Easement purporting to terminate the easement(s) set out in that 1995 warranty deed recorded in Latah County as Instrument No. 410787 (previously attached as **EXHIBIT "B"**). A copy of the Release of Easement is attached here as **EXHIBIT "K"**.

20. This Release of Easement was not a requirement of the Memorandum Agreement between Claimants and Doug Moser and not known to Claimants. In addition, it is vague and nonsensical referring to the Murray Property as the benefitted property, when it is fact the burdened property. More importantly, Moser Farms, Inc. had no interest in the Claimant Property and had no legal authority to terminate any easement related thereto.

21. Following all of this the Claimants had issues with the Murrays and their access to the Water line ceased working in or about 2014. Though they desired access thereto, issues with the Murrays paused the Claimants attempts to restore access until later.

22. The Claimants did not abandon the water line easement though and sought to begin using it again for stockwater purposes and in fact were under the belief that the parties were working toward resolution in 2021 and early 2022 prior to being made aware of the Murray's objection filed in this matter.

ARGUMENT

23. Murrays seem to argue three things: 1) that Claimants released their rights to the well and water system by executing a quitclaim deed on June 21, 2007 (previously attached as **EXHIBIT "G"**), 2) that the Release of Easement executed by Doug Moser on behalf of Moser Farms, Inc., on October 24, 2014 terminated the easement, and 3) that the Claimants abandoned their easement.

24. The Claimants execution of the June 21, 2007 quit claim deed did not terminate any easement rights benefitting the Claimant Property.

- a. The Claimants' execution of the June 21, 2007 quitclaim deed appears to be an attempt to correct a potential title error with regard to the Murray Property. It was clearly not intended to release any easement rights, nor does it legally do any such thing. It instead is an attempt to transfer a part of the Murray Property that was inadvertently not conveyed to the Murrays by Kirk Moser. Moreover, the Claimants had no actual interest in either the Claimant Property or the Murray Property at the time the deed was executed, so the deed had no effect at that time.

25. The execution of the October 24, 2014 Release of Easement by Doug Moser on behalf of Moser Farms, Inc., did nothing to release any easement over the Murray Property which benefits the Claimant Property.

- a. Moser Farms, Inc. had no interest in the Claimant Property when it was executed and had no legal authority to augment Claimants rights. In addition, even if Moser Farms, Inc., had an interest in the property, the release language is likely too vague to be enforceable.

26. The Murrays' claim that the Claimants' terminated their easement via abandonment is misplaced in fact and in this forum. Aside from the fact that the Claimants simply did not abandon any of their easement rights related to the Murray Property, absent an express agreement, any termination of easement is a question of fact and must be decided by a court of competent jurisdiction. The appropriate court in this instance is the District Court of Latah County. The Murrays have not brought any action to terminate the Claimants' easement in that court or any other merely state it here as if it were fact.

27. The title history of the two properties subject to this action is somewhat messy, but is nonetheless traceable. For the purposes of this court, it is clear that Claimants at no point terminated their well and water system easement related to the Murray Property.

DATED this 5th day of April, 2022.

WESTBERG ROEPKE MOORE, PLLC

By: 
CODY R. MOORE
Attorneys for Claimants

CERTIFICATE OF DELIVERY

I hereby certify that on the 5th day April, 2022, caused to be delivered a true and correct copy of the foregoing instrument to the addresses and emails listed below:

NORMAN M. SEMANKO Attorneys for Murrays Parsons Behle & Latimer 800 W. Main Street, Suite 1300 Boise, ID 83702 nsemanko@parsonsbehle.com	U.S. DEPARTMENT OF JUSTICE Environment & Natural Resources 550 W. Fort Street, MSC 033 P.O. Box 83720 Boise, ID 83724
Clerk of the District Court Palouse River Basin Adjudication 253 Third Avenue North P.O. Box 2707 Twin Falls, ID 83303-2707	STATE OF IDAHO DEPARTMENT OF JUSTICE Environment & Natural Resources P.O. Box 83720 Boise, ID 83724-0101
IDAHO DEPARTMENT OF WATER RESOURCES ATTN: Lori Harris for PRBA Depository 322 E. Front St. P.O. Box 83720 Boise, ID 83720-0098	Chief, Natural Resources Division Office of Attorney General State of Idaho P.O. Box 83720 Boise, ID 83720-0010


CODY R. MOORE

MIDNIGHT
SUN INC

MOSEB
STEPHEN
K

MURRAY
JAMES

MOSEB
RONALD
J

Magee Rd

Magee Rd

EXHIBIT "A"

WARRANTY DEED

FOR VALUE RECEIVED, the GRANTOR, MOSER FARMS, INC., an Idaho corporation, does hereby grant, sell and convey unto JAMES R. VESTAL and MOLLY M. VESTAL, husband and wife, the GRANTEES, whose address is: Route 1, Box 71, Genesee, ID 83832, the following described premises situate in Latah County, State of Idaho:

The South 554 feet of the West 554 feet of the SW1/4 SW1/4 of Section 29, Township 38 North, Range 4, W.B.M.;

RESERVING unto GRANTOR, and GRANTOR'S heirs, assigns and successors, a perpetual easement, running with the land, on and over the subject real property for ingress and egress and all lawful purposes, said easement being fifty (50) feet in width and being located along the line of the now existing road near the Southeast corner of said real property and being approximately 400 feet in length, more or less; and

RESERVING unto GRANTOR, and GRANTOR's heirs, assigns and successors, that certain existing water line and a perpetual water line easement, running with the land, running from the now existing well located on the subject property to GRANTOR's adjacent real property, including but not limited to the right to convey water and the right to enter upon the subject property for the purpose maintenance, repair and replacement of said existing water line; and

RESERVING unto GRANTOR, and GRANTOR's heirs, assigns and successors, the right to take, divert and use, as tenants in common with GRANTEES, water from the now existing well on the subject property, which said right shall run with the land.

TO HAVE AND HOLD the premises, with appurtenances, to GRANTEES, their heirs and assigns forever.

GRANTOR does hereby covenant that GRANTOR is the owner thereof in fee simple; that it is free from all encumbrances, and that

GRANTOR will defend the same from all lawful claims except general taxes for the year 1995, and easements, reservations, restrictions and rights-of-way of record or in use.

DATED this 15 day of February, 1995.

MOSER FARMS, INC.

By: W Douglas Moser

Title: President

STATE OF IDAHO

County of Latah :ss.

On this 15 day of February, 1995, before me personally appeared T. Douglas Moser to me known to be the President of the corporation that executed instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



Kathleen Drage
Notary Public, in and for the
State of Idaho, residing at
Moscow, therein.
My Commission Expires: 10-12-95

NO. 410787

AT THE REQUEST OF:

LATAH COUNTY TITLE CO.

DATE & HOUR:

2/17/95

10:00 A.M.

SUSAN PETERSEN
LATAH COUNTY RECORDER

FEES 6.00 CK

BY [Signature]

H/

LATAH COUNTY TITLE CO.

45835

493835

WARRANTY DEED

FOR VALUE RECEIVED, JAMES R. VESTAL and MOLLY M. VESTAL, husband and wife, the grantors, do hereby grant, bargain, sell and convey unto:

WILLIAM S. RAYMOND and DEANNE M. RAYMOND
husband and wife

1201 Magee Road
Genesee, Idaho 83832

the grantees, the following described premises situated in Latah County,
State of Idaho, to-wit:

The South 554 feet of the West 554 feet of the SW1/4SW1/4 of Section 29,
Township 38 North, Range 4 West, B.M.

Approved by Grantees: *JR* *DMR*

TOGETHER WITH all and singular the tenements, hereditaments and
appurtenances thereunto belonging or in anywise appertaining, including all
water and water rights, ditch and ditch rights.

SUBJECT to reservations in United States Patent, restrictive covenants,
existing and recorded rights-of-way and easements, zoning and building
ordinances, and taxes and assessments as prorated between the parties
hereto.

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

DATED this 11th day of February, 2005.

James R. Vestal
JAMES R. VESTAL

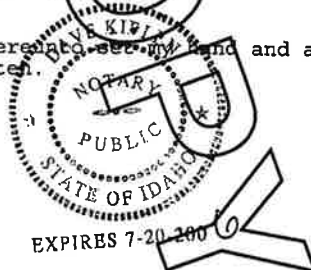
Molly M. Vestal
MOLLY M. VESTAL

STATE OF IDAHO)
) ss
County of Latah)

On this 11th day of February, 2005, before me, the undersigned, a
Notary Public in and for said state, personally appeared JAMES R. VESTAL
and MOLLY M. VESTAL, known to me to be the persons whose names are
subscribed to the above and foregoing instrument and acknowledged to me
that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial
seal on the date last above written.

[Signature]
NOTARY PUBLIC for Idaho
Residing at Moscow
My Commission Expires: _____



493835
LATAH COUNTY TITLE CO
DATE & HOUR: 2-11-05 3:36
SUSAN PETERSEN
LATAH COUNTY RECORDER
FEE \$ 35 BY *[Signature]*

502028

AT THE REQUEST OF
Ronald J. Moser
DATE & HOUR: 1-5-06 3:16 pm
SUSAN PETERSEN
LATAH COUNTY RECORDER
FEE \$ 6.00 BY Shirley

Above Space Reserved for Recording

[If required by your jurisdiction, list above the name & address of: 1) where to return this form; 2) preparer; 3) party requesting recording.]

Quitclaim Deed

Date of this Document: JANUARY 5, 2006

Reference Number of Any Related Documents: 6113-A

Grantor:

Name T. DOUGLAS MOSER
Street Address 1020 BEDGER RD.
City/State/Zip GENESEE, IDAHO 83832

Grantee:

Name RONALD J. MOSER
Street Address 1205 LINCOLN ST. /M
City/State/Zip COLTON, WA. 99113

Abbreviated Legal Description (i.e., lot, block, plat or section, township, range, quarter/quarter or unit, building and condo name): 19.62 AC S 880' SWSW 29 38 4

Assessor's Property Tax Parcel/Account Number(s): RP 38N04W296113 A

THIS QUITCLAIM DEED, executed this _____ day of _____, 20____, by first party, Grantor, _____, whose mailing address is _____, to second party, Grantee, _____, whose mailing address is _____.

WITNESSETH that the said first party, for good consideration and for the sum of _____ Dollars (\$ _____) paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim,

EXHIBIT "D"

502028

which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of _____, State of _____
to wit: _____

IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first written above. Signed, sealed and delivered in the presence of:

Signature of Witness

Print Name of Witness

Signature of Witness

Print Name of Witness

Signature of Grantor

Print Name of Grantor

T. Douglas Moser
T. DOUGLAS MOSER

State of Idaho

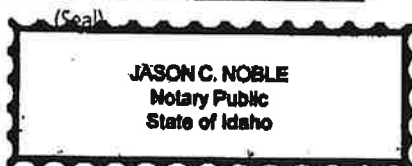
County of Latah

On January 5 2006, before me, Jason C. Noble
appeared T. Douglas Moser, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Jason C. Noble
Signature of Notary

Affiant _____ Known _____ Produced ID _____
Type of ID ID DL # JA373598 H



**My Commission Expires On
May 13, 2008**

2/21/07

PAO410 - PARCEL MASTER INQUIRY

11:26:19

PARCEL: RP 38N04W296113 A

F12=RC

F17=DD

MOSER, RONALD J

*TREND

LEGAL DESCRIPTION

19.62 AC S 880' SWSW
LESS S 554' OF W 554' OF SWSW
29 38 4

1205 LINCOLN ST

CODE AREA 14-0000 OWNER CD

COLTON WA 99113

PARC TYPE LOC CODE 2220

EFFDATE 4261995 EXPDATE

PREV PARCEL RP38N04W296103T

CAT	RY	QUANTITY	UN	VALUE	HO MRKT	HO EXMP	CB MRKT	OTHER
3	2006	18580	AC	7032				
10	2006		AC	2000				
19	2006	1040	AC					
32	2006			15638				
TOTALS		19620		24670				

ENTER NEXT PARCEL NUMBER RP A

FKeys: F2=TX F3=Exit F6=Nm F7=LG
F8=CT F13=TM F18=HS F20=SrcH

502028



648997

WARRANTY DEED

For Value Received Stephen K. Moser and Diana K. Moser, husband and wife

the Grantors, hereby grant, bargain, sell, convey and warrant unto

James Murray and Tonya M. Murray, husband and wife

the Grantees, whose current address;

1201 Magee Road
Genesee, ID 83832

the following described premises, located in Latah County State of Idaho to wit:

See "Exhibit A" attached hereto

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, including all water and water rights, ditch and ditch rights.

SUBJECT to reservations in United States Patent, restrictive covenants, existing and recorded rights-of-way and easements, zoning and building ordinances, and taxes and assessments as prorated between the parties hereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees successors, heirs and assigns forever. Said Grantors do hereby covenant to and with said Grantees, that Grantors are owners in fee simple of said premises; that said premises are free from all encumbrances except as hereinabove set forth and that Grantors will warrant and defend the same from all lawful claims whatsoever.

Dated this 1 day of June, 2007.

Stephen K. Moser
Stephen K. Moser

Diana K. Moser
Diana K. Moser

STATE OF IDAHO)

) ss.

COUNTY OF LATAH)

On this 1st day of June, 2007 before me, the undersigned, a Notary Public, in and for said State, personally appeared Stephen K. Moser and Diana K. Moser, husband and wife, known to me, and/or identified to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

Heidi Zumhofe
Notary Public: Heidi Zumhofe
Residing at: Moscow ID
My commission expires 2/21/2013

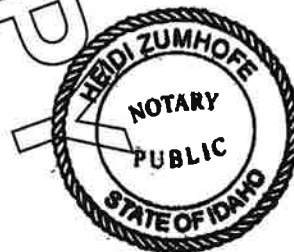


EXHIBIT "A"
LEGAL DESCRIPTION

ESCROW NO.: 48997

A parcel of land located in the SW1/4SW1/4 of Section 29, Township 38 North, Range 4 West, B.M., described as follows:

BEGINNING at the Southwest corner of said Section 29; thence, N. 19°42'56" E, 320.77 feet; thence N. 44°17'42" E, 243.28 feet; thence N. 77°08'03" E, 131.17 feet; thence S. 81°52'52" E, 107.80 feet; thence S. 48°24'34" E, 90.87 feet; thence S. 02°46'59" E, 379.67 feet to the centerline of a county road (Magee Road); thence along said centerline, S. 71°13'44" W, 150.02 feet; thence continuing along said centerline, S. 67°27'29" W, 24.41 feet to the South line of said Section; thence along said South line, N. 89°03'55" W, 434.57 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM that portion used for Magee Road right of way.

TOGETHER WITH an easement for ingress and egress located in the SW1/4SW1/4 of Section 29, Township 38 North, Range 4 West, B.M., described as follows:

COMMENCING at the Southwest corner of said Section 29; thence S. 89°03' 55" E, along the South line of said Section, 434.57 feet to the centerline of a county road (Magee Road); thence along said centerline, N. 67°27'29" E, 24.41 feet; thence continuing along said centerline, N. 71°13'44" E, 150.02 feet; thence N. 02°46'59" W, 29.59 feet to the POINT OF BEGINNING;

A strip of land 25 feet wide, lying 12.50 feet on each side of the following described centerline:

thence N. 02°46' 59" W, 350.08 feet to the termination of said easement.

(The side lines of said easement shall be lengthened or shortened to terminate on the Northerly Right-of-Way line of Magee Road.)

514373
NO. _____
AT THE REQUEST OF:
LATAH COUNTY TITLE CO.
DATE & HOUR: 6-4-07 5:55
SUSAN PETERSEN
LATAH COUNTY RECORDER
FEE \$ 16.00 BY *[Signature]*

QUIT CLAIM DEED

The Grantor RONALD J MOSER and MARIETTA MOSER, husband and wife,
for and in consideration of the sum of One Dollar (\$1.00) and other
valuable considerations, in hand paid, do hereby remise, release and
quit claim unto

JAMES MURRAY and TONYA M. MURRAY
husband and wife
1201 Magee Road
Genesee, ID 83832

the following described real estate situated in Latah County, Idaho:

Description as shown on attached EXHIBIT "A"

Dated this 21 of June, 2007

Ronald J. Moser
RONALD J. MOSER

Marietta J. Moser
MARIETTA MOSER

STATE OF IDAHO)
) ss.
COUNTY OF LATAH)

On this 21ST of June, 2007, before me, the undersigned, a
Notary Public, in and for said state, personally appeared Ronald J
Moser and Marietta Moser, 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 notarial seal
on the date last above written.

Charles J. Kiblen
Notary Public for IDAHO
Residing at MOSCOW
My commission expires: 2-23-11

EXHIBIT "G"

EXHIBIT "A"

A parcel of land located in the SW1/4SW1/4 of Section 29, Township 38 North, Range 4 West, B.M., described as follows:

BEGINNING at the Southwest corner of said Section 29; thence, N. 19°42'56" E, 320.77 feet; thence N. 44°17'42" E, 243.28 feet; thence N. 77°08'03" E, 131.17 feet; thence S. 81°52'52" E, 107.80 feet; thence S. 48°24'34" E, 90.87 feet; thence S. 02°46'59" E, 379.67 feet to the centerline of a county road (Magee Road); thence along said centerline, S. 71°13'44" W, 150.02 feet; thence continuing along said centerline, S. 67°27'29" W, 24.41 feet to the South line of said Section; thence along said South line, N. 89°03'55" W, 434.57 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM that portion used for Magee Road right of way.

TOGETHER WITH an easement for ingress and egress located in the SW1/4SW1/4 of Section 29, Township 38 North, Range 4 West, B.M., described as follows:

COMMENCING at the Southwest corner of said Section 29; thence S. 89°03' 55" E, along the South line of said Section, 434.57 feet to the centerline of a county road (Magee Road); thence along said centerline, N. 67°27'29" E, 24.41 feet; thence continuing along said centerline, N. 71°13'44" E, 150.02 feet; thence N. 02°46'59" W, 29.59 feet to the POINT OF BEGINNING;

A strip of land 25 feet wide, lying 12.50 feet on each side of the following described centerline:

thence N. 02°46' 59" W, 350.08 feet to the termination of said easement.

(The side lines of said easement shall be lengthened or shortened to terminate on the Northerly Right-of-Way line of Magee Road.)

NO. 514885
AT THE REQUEST OF:
LATAH COUNTY TITLE CO
DATE & HOUR
06.21.07 2:04 pm
SUSAN PETERSEN
LATAH COUNTY RECORDER
FEE \$ 6.00 BY C. Johns
Deputy

NO. 557707
AT THE RECORDER
L. C. Sheriff's Dept
03-29-13 11:01
SUSAN PETERSEN
LATAH COUNTY RECORDER
FILE # 9 BY C. C. Deputy

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

RONALD MOSER and MARIETTA MOSER,
Husband and wife,

Plaintiff,
vs.

T. DOUGLAS MOSER and JUDY L. MOSER, husband
and wife, and MOSER FARMS INC., an Idaho corporation,
Defendants.

Case No. CV-2004-00024

SHERIFF'S
CERTIFICATE OF SALE

I, WAYNE RAUSCH, Sheriff of the County of Latah, State of Idaho, do hereby certify, that
under and by virtue of a Writ of Execution issued on January 11, 2013, out of and under the seal of
the above-entitled Court on a Judgment recovered in said Court in the above-entitled action on the
5th day of February 2004, I have levied on, and sold at public auction at the Latah County
Courthouse, 522 S. Adams, Moscow, Idaho, on March 28, 2013, at 10:30 a.m., all right, title and
interest of the Defendant(s) in the following property, real estate situate in Latah County, State of
Idaho, and is particularly described as follows, to-wit:

Magee Road property (approximately 18.88 acres), Located in the County of Latah, State of
Idaho:

The South 880 feet of the SW 1/4 SW 1/4 of Section 29, Township 38, Range 4 North,
W.B.M. Latah County, State of Idaho.

EXCEPTING THEREFROM a parcel of land located in the S 554' of the W 554' of the
SWSW of Section 29, Township 38, Range 4 North, W.B.M. Latah County, State of
Idaho.

EXCEPTING THEREFROM a parcel of land located in the SW 1/4 SW 1/4 of Section 29,
Township 38 North, Range 4 West, B.M. described as follows: Beginning at the
Southwest corner of said Section 29; thence, N 19 42' 56" E, 320.77 feet; thence N 44 17'
42" E, 243.28 feet; thence N 77 08' 03" E, 131.17 feet; thence S 81 52'
52" E, 107.80 feet; thence S 48 24' 34" E, 90.87 feet; thence S 02 46' 59"
E, 379.67 feet to the centerline of a county road (Magee Road); thence along said centerline, S
71 13' 44" W, 150.02 feet; thence continuing along said centerline, S 67 27' 29" W, 24.41 feet to the

CERTIFICATE OF SALE, Page 1

EXHIBIT "H"

557707

South line of said Section; thence along said South line, N 89°03' 55" W, 434.57 feet to the POINT OF BEGINNING.

Said property was sold at public auction held at Latah County Courthouse, Moscow, Idaho, to the highest bidder: Ronald J. Moser & Marietta J. Moser, whose address is: 1205 Lincoln St., Colton, WA 99113. For the sum of: One Hundred Twenty Thousand Dollars and 10/100, (\$ 120,000.00), paid in ☒ \$ 120,000.00 credit bid on judgment and/or ☐ \$ lawful money of the United States, which was the whole price paid, at 1030 hours on March 28, 2013.

The purchaser will be entitled to a Sheriff's Deed after a six (6) month redemption period.

DATED this 28TH day of March 2013.

WAYNE RAUSCH
LATAH COUNTY SHERIFF

By Jennifer Strampher
Deputy

STATE OF IDAHO)
) ss
COUNTY OF LATAH)

On this 28th day of March, 2013, before me, the undersigned, a notary public for the State of Idaho, personally appeared Jennifer Strampher known to me to be the person whose name is subscribed to the foregoing Sheriff's Certificate of Sale, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that she executed the same. In witness whereof I have hereunto set my hand and seal the day and year first written above.



Notary public: Viola Id
Residing at:
Commission expires: 8/23/18

MEMORANDUM AGREEMENT

This Memorandum Agreement is entered into this 27th day of October, 2014, by and between THOMAS DOUGLAS MOSER and JUDY MOSER (Doug & Judy Moser), husband and wife, and RONALD MOSER and MARIETTA MOSER (Ron & Marietta Moser), husband and wife.

WHEREAS, Doug and Judy Moser previously filed a Chapter 7 Bankruptcy in the US Bankruptcy Court, District of Idaho as Case No. 13-20567-TLM on May 24, 2013 (Petition date);

WHEREAS, Ron and Marietta Moser are creditors who have filed Proof of Claim (Claim No. 8) in Doug and Judy Moser's bankruptcy proceeding.

WHEREAS, Ron and Marietta Moser previously instituted an Adversary Proceeding against Doug and Judy Moser seeking a Judgment or Order denying a discharge pursuant to 11 USC §727, in the matter of Ronald Moser and Marietta Moser, husband and wife, plaintiffs vs. Thomas Douglas Moser and Judy Moser, husband and wife, defendants; Adversary Case No. 13-07025;

WHEREAS, the parties have negotiated a resolution of their various disputes, and wish to memorialize the same.

NOW, THEREFORE, FOR THE CONSIDERATION HEREINAFTER SET FORTH IT IS AGREED AS FOLLOWS:

1. Ronald and Marietta Moser are the owners of two (2) particular parcels of real property located in Latah County, Idaho, more particularly described on Exhibit "A" attached hereto. Doug and Judy Moser acknowledge that neither they, nor any entity owned or controlled by them, has or possesses any ownership interest or claim with respect to said two (2) particular parcels of real property. Doug and Judy Moser will execute Quitclaim Deeds, in appropriate form, conveying their interest, if any, in said two (2) parcels of real property to Ron and Marietta Moser within ten (10)

days of the date that the above referenced Adversary Proceeding is dismissed.

2. Doug and Judy Moser may have or may have asserted an ownership interest in a small sliver of real property located in Latah County, Idaho, adjacent to or within the scope of a driveway easement owned by James and Tonya Murray. Doug and Judy Moser will execute a Quitclaim Deed, in the form attached as Exhibit "B", thereby conveying any and all ownership interest they may have, if any, in that sliver of land to James Murry and Tonya M. Murray, husband and wife, within ten (10) days of the date of entry of an order dismissing the above referenced Adversary Proceeding.

3. Doug and Judy Moser acknowledge that there are no claims and/or obligations owed from Ron and Marietta Moser to Doug and Judy Moser, or to any entity in which Doug and Judy Moser may have an interest. Doug and Judy Moser acknowledge that the accounts receivable previously listed in Schedule B (16) filed in the above referenced Bankruptcy proceeding are not in fact owed. To the extent that any such claims existed, Doug and Judy Moser hereby transfer and assign their interest, if any, in said accounts receivable to Ron and Marietta Moser.

4. Doug and Judy Moser acknowledge that they have no ownership interest, or claim of any type, in the machinery, tools and fixtures previously listed in Schedule B (29) filed in the above referenced Bankruptcy proceeding claimed to be in the possession of Ron and Marietta Moser. Doug and Judy Moser hereby transfer and assign said machinery, tools and fixtures over to Ron and Marietta Moser.

5. Doug and Judy Moser acknowledge that they have no ownership interest, or claim of any type, in the inventory previously listed in Schedule B (30) filed in the above referenced Bankruptcy proceeding claimed to be in the possession of Ron and Marietta Moser. Doug and Judy Moser hereby transfer and assign said inventory over to Ron and Marietta Moser.

6. Doug and Judy Moser acknowledge that they have no ownership interest, or claim of any type, in the farming equipment and implements previously listed in Schedule B (33) filed in the above referenced Bankruptcy proceeding claimed to be in the possession of Ron and Marietta Moser. Doug and Judy Moser hereby transfer and assign said farming equipment and implements over to Ron and Marietta Moser.

7. Doug and Judy Moser shall execute a Release of All Claims; therein releasing Ron and Marietta Moser from any other or further claims, other than the agreements and obligations created by this Memorandum Agreement. The parties hereto have had ill feelings towards one another relating to Ron and Marietta Moser's prior assistance to Doug and Judy Moser, which allowed Doug and Judy Moser to dismiss a prior bankruptcy proceeding that they had previously been filed in 2004. Ronald and Marietta Moser had acquired via Purchase and Assignment, substantial secured debt owed by Doug and Judy Moser to Zion's Bank and to John Deere. Through said assistance, the bankruptcy proceeding was then able to be dismissed, and Doug and Judy Moser were then able to pursue a continued course of business with patents and trademarks that they had acquired. Doug and Judy Moser will sign a letter of explanation and apology which will detail the fact that Ron and Marietta Moser assisted them.

8. The parties agree that the pending Adversary proceeding may be dismissed, with prejudice and without an award of costs or attorney fees to either party. The parties will cooperate in the filing of a Stipulation and/or Joint Motion to accomplish a dismissal of said proceeding.

9. This Agreement resolves all issues between the parties related to the pending Adversary proceeding, and as well relating to any issues or claims which had been in existence between the parties.

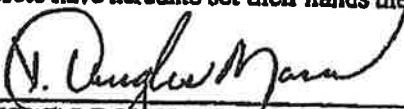
10. Court Approval. This Agreement, and each and every term hereof, is specifically conditioned upon the approval of the US Bankruptcy Court in the Adversary proceeding. In the event this Agreement is not approved by the US Bankruptcy Court in said Adversary proceeding, then this Agreement shall be rendered null and void and of no force or effect.

11. Attorney Fees. In the event of any suit or proceeding by either party herein against the other party, in any way arising out of this Agreement, or attempting to enforce any rights herein granted, the losing party in such suit or proceeding shall pay to the prevailing party such sum or sums as the Court shall adjudge reasonable, in such suit or proceeding, for attorney fees for such prevailing party.

12. Binding Agreement. This Contract shall be binding upon the heirs, executors, administrators and assigns of the parties hereto.

13. Entire Agreement. This Agreement contains the entire agreement of the parties.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year hereinabove first written.



THOMAS DOUGLAS MOSER

JUDY MOSER

RONALD MOSER

MARIETTA MOSER

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THOMAS DOUGLAS MOSER

Judy Moser
JUDY MOSER

RONALD MOSER

MARIETTA MOSER

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13. Entire Agreement. This Agreement contains the entire agreement of the parties.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year hereinabove first written.

THOMAS DOUGLAS MOSER

JUDY MOSER

Ronald D. Moser
RONALD MOSER

Marietta J. Moser
MARIETTA MOSER

STATE OF IDAHO)
 : ss.
County of Nez Perce Latah)

On this 24 day of October, 2014, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared, THOMAS DOUGLAS MOSER and JUDY MOSER, husband and wife, known or identified to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

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



H. W.
Notary Public in and for the State of Idaho,
Residing at Lewiston therein. MOSCOW ID
My Commission expires: 2-17-15

STATE OF IDAHO)
 : ss.
County of Nez Perce)

On this ____ day of October, 2014, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared, RONALD MOSER and MARIETTA MOSER, husband and wife, known or identified to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

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

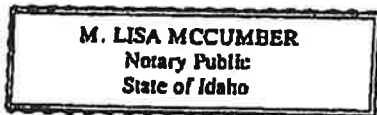
Notary Public in and for the State of Idaho,
Residing at Lewiston therein.
My Commission expires: _____

STATE OF IDAHO)

County of Nez Perce *Kootenai*) ss.

On this 24th day of October, 2014, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared, THOMAS DOUGLAS MOSER and JUDY MOSER, husband and wife, known or identified to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

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



[Signature]
Notary Public in and for the State of Idaho,
Residing at Lewiston therein. *Hwy 12*
My Commission expires: 8-25-17

STATE OF IDAHO)

County of Nez Perce)

: ss.

On this ____ day of October, 2014, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared, RONALD MOSER and MARIETTA MOSER, husband and wife, known or identified to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

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

Notary Public in and for the State of Idaho,
Residing at Lewiston therein.
My Commission expires: _____

STATE OF IDAHO)

: ss.

County of Nez Perce)

On this ____ day of October, 2014, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared, THOMAS DOUGLAS MOSER and JUDY MOSER, husband and wife, known or identified to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

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

Notary Public in and for the State of Idaho,
Residing at Lewiston therein.
My Commission expires: _____

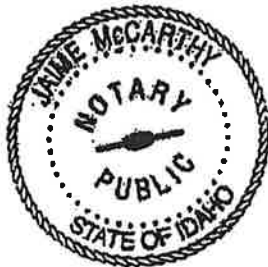
STATE OF IDAHO)

: ss.

County of Nez Perce)

On this 27th day of October, 2014, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared, RONALD MOSER and MARIETTA MOSER, husband and wife, known or identified to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

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



Jaime McCarthy
Notary Public in and for the State of Idaho,
Residing at Lewiston therein.
My Commission expires: 3-20-16

568757
NO. _____ AT THE REQUEST OF:
JAMES MURRAY
DATE & HOUR
10.28.14 4:15
SUSAN PETERSEN
LATAH COUNTY RECORDER
FEE \$ 13.00 BY Shayna

QUIT CLAIM DEED

The Grantor, Moser Farms, Inc., an Idaho corporation, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other valuable considerations, in hand paid, does hereby remise, release and quit claim unto the Grantees, James Murray and Tonya M. Murray, husband and wife, whose current address is 1201 Magee Road, Genesee, Idaho 83832, the following described real property situated in Latah County, Idaho, to-wit:

A parcel of land located in the SW1/4SW1/4 of Section 29, Township 38 North, Range 4 West, B.M., described as follows:

BEGINNING at the Southwest corner of said Section 29; thence, N. 19°42'56" E, 320.77 feet; thence N. 44°17'42" E, 243.28 feet; thence N. 77°08'03" E, 131.17 feet; thence S. 81°52'52" E, 107.80 feet; thence S. 48°24'34" E, 90.87 feet; thence S. 02°46'59" E, 379.67 feet to the centerline of a county road (Magee Road); thence along said centerline, S. 71°13'44" W, 150.02 feet; thence continuing along said centerline, S. 67°27'29" W, 24.41 feet to the South line of said Section; thence along said South line, N. 89°03'55" W, 434.57 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM that portion used for Magee Road right of way.

TOGETHER WITH an easement for ingress and egress located in the SW1/4SW1/4 of Section 29, Township 38 North, Range 4 West, B.M., described as follows:

COMMENCING at the Southwest corner of said Section 29; thence S. 89°03'55" E, along the South line of said Section, 434.57 feet to the centerline of a county road (Magee Road); thence along said centerline, N. 67°27'29" E, 24.41 feet; thence continuing along said centerline, N. 71°13'44" E, 150.02 feet; thence N. 02°46'59" W, 29.59 feet to the POINT OF BEGINNING;

A strip of land 25 feet wide, lying 12.50 feet on each side of the following described centerline:

thence N. 02°46' 59" W, 350.08 feet to the termination of said easement.

(The side lines of said easement shall be lengthened or shortened to terminate on the Northerly Right-of-Way line of Magee Road.)

DATED this 25 day of OCT, 2014.

Moser Farms, Inc.

T. Douglas Moser
T. Douglas Moser, President

Judy L. Moser
Judy L. Moser, Secretary/Treasurer

STATE OF IDAHO)

) ss.

COUNTY OF KOOTENAI)

On this 25th day of October, 2014, before me, the undersigned, a Notary Public, personally appeared T. Douglas Moser, as President, and Judy L. Moser, as Secretary Treasurer of Moser Farms, Inc., and being 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 on behalf of said Corporation, Moser Farms, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on the Date last above written.


Notary Public for Idaho
Residing in Kootenai County.

My Commission Expires: 06-07-2015

Cynthia M. Zepeda
Notary Public
State of Idaho

COPY

NO. 568726
AT THE REQUEST OF:
James Murray
DATE & HOUR
10:27 AM 12:11
SUSAN PETERSEN
LATAH COUNTY RECORDER
FEE \$ 16.00 BY S. Chapman

RELEASE OF EASEMENT

Moser Farms, Inc., an Idaho Corporation, for good and valuable consideration, does hereby release, abandon, vacate, terminate, and otherwise extinguish and declare to be of no further force and effect the easement created in the Warranty Deed recorded February 17, 1995, in Latah County, Instrument No. 410787.

The parcel of real property, located in Latah County, Idaho, that was benefited by said easement, and is owned by James Murray and Tonya M Murray, husband and wife, is more particularly described as follows:

See Attached Exhibit A

Dated: Oct. 24, 2014

Moser Farms, Inc.

Moser Farms, Inc.

T. Douglas Moser, President
By: T Douglas Moser, President

STATE OF IDAHO

COUNTY OF LATAH

On this 24th day of October, 2014, before me, the undersigned notary public in and for the said State, personally appeared T Douglas Moser, known or identified to me to be the President of the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Heidi Washington
Notary Public: Heidi Washington

Residing at: Moscow, Idaho
Commission Expires: 2/17/15

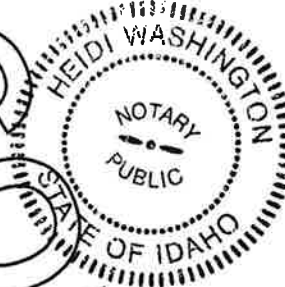


EXHIBIT A

568726

410787

WARRANTY DEED

FOR VALUE RECEIVED, the GRANTOR, MOSER FARMS, INC., an Idaho corporation, does hereby grant, sell and convey unto JAMES R. VESTAL and MOLLY M. VESTAL, husband and wife, the GRANTEEES, whose address is: Route 1, Box 71, Genesee, ID 83832, the following described premises situate in Latah County, State of Idaho:

The South 554 feet of the West 554 feet of the SW1/4 SW1/4 of Section 29, Township 38 North, Range 4, W.B.N.;

RESERVING unto GRANTOR, and GRANTOR'S heirs, assigns and successors, a perpetual easement, running with the land, on and over the subject real property for ingress and egress and all lawful purposes, said easement being fifty (50) feet in width and being located along the line of the now existing road near the Southeast corner of said real property and being approximately 400 feet in length, more or less; and

RESERVING unto GRANTOR, and GRANTOR'S heirs, assigns and successors, that certain existing water line and a perpetual water line easement, running with the land, running from the now existing well located on the subject property to GRANTOR'S adjacent real property, including but not limited to the right to convey water and the right to enter upon the subject property for the purpose maintenance, repair and replacement of said existing water line; and

RESERVING unto GRANTOR, and GRANTOR'S heirs, assigns and successors, the right to take, divert and use, as tenants in common with GRANTEEES, water from the now existing well on the subject property, which said right shall run with the land.

TO HAVE AND HOLD the premises, with appurtenances, to GRANTEEES, their heirs and assigns forever.

GRANTOR does hereby covenant that GRANTOR is the owner thereof in fee simple; that it is free from all encumbrances, and that

GRANTOR will defend the same from all lawful claims except general taxes for the year 1995, and assessments, reservations, restrictions and rights-of-way of record or in use.

DATED this 15 day of February, 1995.

ROGER FARMS, INC.

By: [Signature]
Title: President

STATE OF IDAHO

County of Latah

On this 15 day of February, 1995, before me personally appeared [Signature] to me known to be the President of the corporation that executed instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



[Signature]
Notary Public, in and for the
State of Idaho, residing at
Moscow, therein.
My Commission Expires: 10-12-95

WARRANTY DEED -2

NO. 410787
AT THE REQUEST OF
LATAH COUNTY TITLE CO.
DATE & HOUR: 2/17/95 10:00 A.M.
SUSAN PETERSEN
LATAH COUNTY RECORDER
FEE \$ 6.00 BY [Signature]
M/L LATAH COUNTY TITLE CO.