

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
SEP 30 2020
Department of Water Resources
Eastern Region

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions. DE ✓

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
13-710	Yes ☒	Yes ☐		Yes ☐	Yes ☐
13-711	Yes ☒	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: George C Fowler
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Michael L. Tingey, LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 2114 Lago Liberty Rd Grace ID 83241
Mailing address City State ZIP
- 208-339-1935 _____
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☒ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: _____
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
☐ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
 o \$25 per *undivided* water right.
 o \$100 per *split* water right.
 o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

SUPPORT DATA

IN FILE # 13-69067

8. Signature:  Member _____ 7-6-2020
Signature of new owner/claimant Title, if applicable Date

Signature: _____ Title, if applicable _____ Date _____
Signature of new owner/claimant

For IDWR Office Use Only:

Received by JB Date 5/17/2021 Receipt No. E046960 Receipt Amt. \$375.-
9/30/20 E046326 \$125.-

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by JB Processed by JB Date 8/26/2022

Complete 2 refund Registered 8/26/2022
\$200.- for this app.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
13-714	Yes ☒	Yes ☐		Yes ☐	Yes ☐
13-6945	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Michael Mickelsen
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Michael L. Tingey, LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 2114 Lago Liberty Rd Grace ID 83241
Mailing address City State ZIP
- 208-339-1935 _____
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
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☒ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
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6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
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☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature:  Member _____ 7-6-2020
Signature of new owner/claimant Title, if applicable Date

Signature: _____ _____ _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by JB Date 9/30/20 Receipt No. E04690 Receipt Amt. \$375.-
E046326 \$125.-
 Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
 Name on W-9 _____ Approved by _____ Processed by _____ Date _____

\$50.- for this app.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
13-690G	Yes ☒	Yes ☐		Yes ☐	Yes ☐
13-691	Yes ☒	Yes ☐		Yes ☐	Yes ☐
13-709A	Yes ☒	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Nels L Sorenson
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Michael L. Tingey, LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 2114 Lago Liberty Rd Grace ID 83241
Mailing address City State ZIP
- 208-339-1935 _____
Telephone Email
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8. Signature: Michael L. Tingey Member _____ 7-6-20
Signature of new owner/claimant Title, if applicable Date

Signature: _____ Title, if applicable _____ Date _____
Signature of new owner/claimant

For IDWR Office Use Only:

Received by JB Date 9/30/2020 Receipt No. E046960 Receipt Amt. \$875.-

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by _____ Processed by _____ Date _____

\$300.- need additional \$50.-

QUITCLAIM DEED

ORDER NO.: 3080240083

FOR VALUE RECEIVED,

Michael Tingey, a married person

Do(es) hereby convey, release, remise and forever quit claim unto:

Michael L. Tingey, LLC

whose current address is:

115 Highway 34
Grace, ID 83241

the following described premises:

Parcel 1:

Township 11 South, Range 41 East of the Boise Meridian, Caribou County, Idaho.

Section 19:

Lot 4, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$.

Except therefrom all that portion of the W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ thereof lying East and South of Trout Creek.

Parcel 2:

Township 11 South, Range 41 East of the Boise Meridian, Caribou County, Idaho.

Section 30:

Lot 3, NE $\frac{1}{4}$ SW $\frac{1}{4}$.

Except therefrom, the following Tracts:

- 1) The North 33 feet of Lot 3 and the NE $\frac{1}{4}$ SW $\frac{1}{4}$.
- 2) The East 380 feet of the NE $\frac{1}{4}$ SW $\frac{1}{4}$.

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

May 14, 2002

Michael L. Tingey

State of Idaho

}

ss.

County of Caribou

}

On this 14th day of May, in the year 2002, before me, a Notary Public in and for said state, personally appeared Michael Tingey known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

James R. Riden

Notary Public for the State of Idaho

Residing at: Grace, ID

Commission Expires: June 17, 2002

STATE OF IDAHO } ss 165967
County of Caribou }

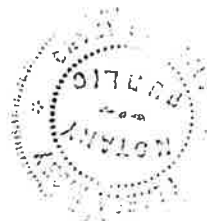
I hereby certify that this instrument was filed at the request

of Alliance Title
at 11:35 o'clock A m this 14 day of
May, 2002 in my office and duly

recorded official Records

Recorder Edie Izatt

Denise Horsley
Signature Deputy 300



QUITCLAIM DEED

ORDER NO.: 3080240083

FOR VALUE RECEIVED,

Ashley Tingey, a married person

Do(es) hereby convey, release, remise and forever quit claim unto

Michael L. Tingey, LLC

whose current address is:

115 Highway 34
Grace, ID 83241

the following described premises:

Parcel 1:

Township 11 South, Range 41 East of the Boise Meridian, Caribou County, Idaho.

Section 19:

Lot 4, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$.

Except therefrom all that portion of the W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ thereof lying East and South of Trout Creek.

Parcel 2:

Township 11 South, Range 41 East of the Boise Meridian, Caribou County, Idaho.

Section 30:

Lot 3, NE $\frac{1}{4}$ SW $\frac{1}{4}$.

Except therefrom, the following Tracts:

- 1) The North 33 feet of Lot 3 and the NE $\frac{1}{4}$ SW $\frac{1}{4}$.
- 2) The East 380 feet of the NE $\frac{1}{4}$ SW $\frac{1}{4}$.

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

May 14, 2002

Ashley Tingey
State of Idaho }
County of Caribou } ss.

On this 14th day of May, in the year 2002, before me, a Notary Public in and for said state, personally appeared Ashley Tingey 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.

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

Jeresa Kirby
Notary Public for the State of Idaho
Residing at: Grace, ID
Commission Expires: June 17, 2002



STATE OF IDAHO } ss 165966
County of Caribou }

I hereby certify that this instrument was filed at the request

of Alliance Title
at 11:35 o'clock A m this 14 day of
May, 2002 in my office and duly

recorded Official Records

Recorder Edie Izatt

Jeresa Kirby Deputy
Signature

WARRANTY DEED

For Value Received Roger C. Mickelson and Beverly H. Mickelson, husband and wife, the grantors of Grace, Idaho, do hereby grant, bargain, sell and convey unto Michael Tingey, a single man, of 115 Highway 34, Grace, Idaho 83241, the grantee, the following described premises, to-wit:

Caribou County, Idaho:

Township 11 South, Range 41 East of the Boise Meridian:

Section 30: Lot 3, NE~~1~~SW~~4~~ EXCEPT THEREFROM, the following tracts:

1. The North 33 feet of Lot 3 and the NE~~1~~SW~~4~~.
2. The East 380 feet of the NE~~1~~SW~~4~~.

TOGETHER WITH: 59 inches of water in Whiskey Creek under water right Nos. 11-644, 11-646, 11-647 and 11-648.

ALSO, Together with 64 4" handline sprinkler pipe and 29 6" mainline sprinkler pipe.

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

Roger C. Mickelson
ROGER C. MICKELSON
Beverly H. Mickelson
BEVERLY H. MICKELSON

STATE OF IDAHO)

ss.

County of Caribou)

On this 29th day of November, 2000, before me the undersigned, a notary public in and for said County and State, personally appeared Roger C. Mickelson and Beverly H. Mickelson, husband and wife, 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.

Dana D. Danner
NOTARY PUBLIC FOR THE STATE OF IDAHO
Residing at: Soda Springs, Idaho
My commission expires: 8/15/01

STATE OF IDAHO } ss 162584
County of Caribou }

I hereby certify that this instrument was filed at the request of Caribou Title
of 4:25 o'clock P m this 29 day of November, 2000 in my office and duly recorded official Records
Recorder Edie Izatt
Denise Harsley Deputy 300
Signature

Order No. 14507

STATE OF IDAHO } ss. 154604
County of Caribou }

I hereby certify that this instrument was filed at the request
of Caribou Title
at 3:30 o'clock P in this 10th day of
July, 19 97 in my office and duly

WARRANTY DEED

recorded in Microfilm Records

Recorder: Edie Izatt

Deputy Recorder

Deputy

6.00
CT

THIS INDENTURE, Made this 10th day of July, 1997, between A. DUANE ROBISON and MARCIA ROBISON, husband and wife, of Grace, County of Caribou, State of Idaho, hereinafter called First Party, and MICHAEL TINGEY, a single person, of 115 Highway 34, Grace, County of Caribou, State of Idaho 83241, hereinafter called Second Party:

WITNESSETH: That the said First Party, for and in consideration of the sum of NINETY-TWO THOUSAND AND NO/100THS DOLLARS, lawful money of the United States of America, to said First Party in hand paid by the said Second Party, the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain, Sell and Convey and Confirm unto said Second Party, and to said Second Party's heirs and assigns forever: All that certain lot, piece or parcel of land situate, lying and being in the County of Caribou, State of Idaho, more particularly described as follows, to-wit:

Township 11 South, Range 41 East of the Boise Meridian:

Section 19: Lot 4, SE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, EXCEPT THEREFROM, all that portion thereof lying East and South of Trout Creek.

TOGETHER WITH 65 M.I. Whiskey Creek water.

TOGETHER WITH all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the said Second Party, and to his heirs and assigns forever, and the said First Party shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, The said First Party has hereunto set their hands and seals, the day and year first above written.

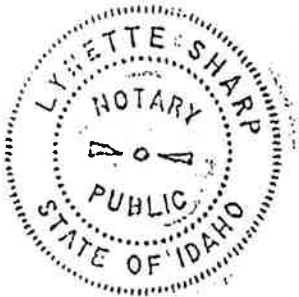
A. Duane Robison
A. DUANE ROBISON

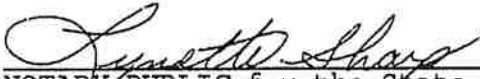
Marcia Robison
MARCIA ROBISON

STATE OF IDAHO)
 : ss.
County of Caribou)

On this 10th day of July, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared **A. Duane Robison** and **Marcia Robison**, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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




NOTARY PUBLIC for the State of Idaho
Residing at: Soda Springs, Idaho
Commission expires: 11/8/99

MAR 9 1994

A. A. HUDSON

and

ASSOCIATES



14166 CLEVELAND RD.
PRESTON, IDAHO 83263
(208) 427-6214

180 EAST 2nd SOUTH
SODA SPRINGS IDAHO 83277
(208) 547-4141



LEGAL DESCRIPTION

FOR

FARMERS HOME ADMINISTRATION CONSERVATION EASEMENT NO. 2

A parcel of land located in Section 19, Township 11 South, Range 41 East, Boise Meridian, Franklin County, Idaho and further described as follows:

Beginning at the East quarter corner of said Section 19;
Thence South 01° 00' 02" West 37.73 feet along the East line of said section 19; Thence West 1319.73 feet to a 5/8" rebar with cap labelled, "A.A. Hudson, PLS 4735", set on the intersecting lines of the South right of way of the North Lago Road and the East one sixteenth section line of said section 19, the True Point of Beginning;
Thence South 00° 52' 42" West 1276.19 feet to a 5/8" rebar with cap set on a fence line;
Thence South 89° 58' 03" West 117.85 feet to a found 5/8" rebar with cap;
Thence North 89° 17' 42" West 150.71 feet to a found 5/8" rebar with cap set 1.60 feet North of a shed eave line;
Thence North 00° 42' 18" East 43.71 feet to a Railroad rail post;
Thence North 13° 04' 58" East 187.77 feet to a 5/8" rebar with cap;
Thence North 12° 11' 30" West 282.60 feet to a 5/8" rebar with cap set on the East right of way line of the North Lago Road;
Thence along said right of way line North 08° 19' 31" East 74.49 feet;
Thence North 02° 58' 30" East 137.70 feet to the Point of Curvature (P.C.) of a 275.39 foot radius curve concave to the Southeast;
Thence Northeasterly along said curve through a central angle of 29° 21' 31", a distance of 141.11 feet to the Point of Tangency (P.T.) (Chord = North 17° 39' 16" East 139.57 feet);
Thence North 32° 20' 03" East 27.55 feet to the P.C. of a 698.09 foot radius curve concave to the Northwest;
Thence Northeasterly along said curve through a central angle of 09° 58' 28", a distance of 121.53 feet to the P.T. (Chord = North 27° 20' 48" East 121.38 feet.);
Thence North 22° 21' 34" East 206.09 feet to the P.C. of a 210.00 foot radius curve concave to the Southeast;
Thence Northeasterly along said curve through a central angle of 39° 38' 10", a distance of 145.27 feet (Chord = North 42° 10' 39" East 142.40 feet.) to the True Point of Beginning;

Containing 6.5 acres of land.
94111.LEG

A. A. HUDSON
and
ASSOCIATES

MAR 9 1994



14166 CLEVELAND RD.
PRESTON, IDAHO 83263
(208) 427-6214

180 EAST 2nd SOUTH
SODA SPRINGS IDAHO 83276
(208) 547-4141

LEGAL DESCRIPTION

FOR

FARMERS HOME ADMINISTRATION
CONSERVATION EASEMENT NO. 3

A parcel of land located in Section 19, Township 11 South, Range 41 East, Boise Meridian, Franklin County, Idaho and further described as follows:

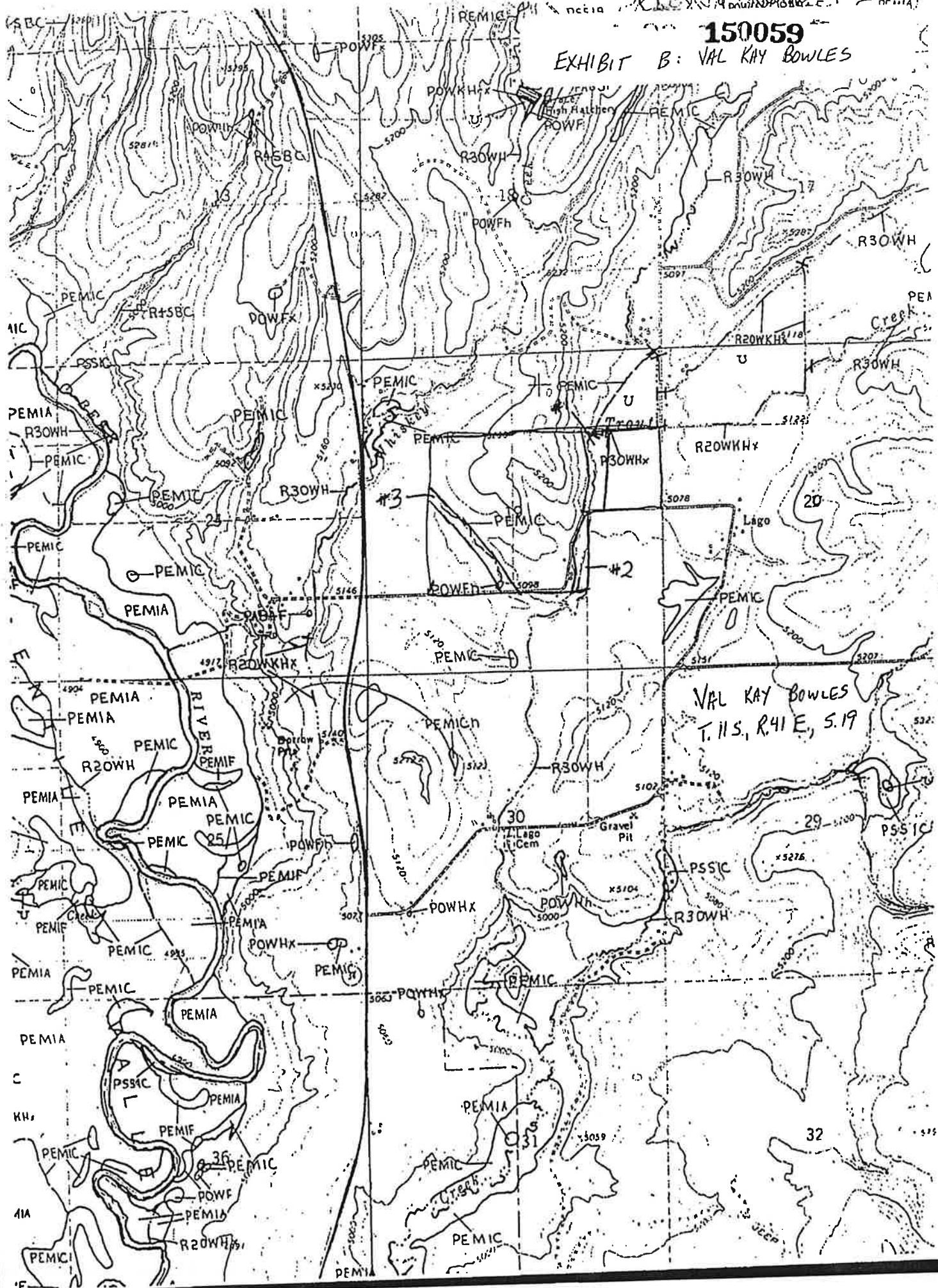
Beginning at the West quarter corner of said Section 19;
Thence North 00° 33' 04" East 124.60 feet along the West line of said section 19; Thence East 1348.36 feet to a 5/8" rebar with cap labelled, "A.A. Hudson, PLS 4735", the True Point of Beginning;
Thence South 42° 33' 32" West 1969.10 feet to a 5/8" rebar with cap set on North right of way line of the North Lago Road;
Thence North 89° 16' 06" West 336.67 feet along said right of way line to a 5/8" rebar with cap;
Thence North 41° 16' 28" West 1503.00 feet to a 5/8" rebar with cap;
Thence North 00° 39' 59" West 316.53 feet to the true point of beginning;

Containing 9.1 acres of land.



94111.LEG
03/07/94

EXHIBIT B: VAL KAY BOWLES



VAL KAY BOWLES

150059

DANIEL H. WICKELSON

DANIEL H. WICKELSON

S 80° 23' 33" E 1321.35 FT.

S 80° 23' 33" E 1321.34 FT.

NORTH LINE OF EASEMENT
TAKEN TO FENCE LINE.

FARMERS HOME ADMINISTRATION

EASEMENT NO. 1
12.9 ACRES

FARMERS HOME ADMINISTRATION

CURVE DATA

C-1
 $\Delta = 34^{\circ} 49' 41''$
 $R = 270.00$
 $L = 164.12$
 $C = 161.61$
 $T = 84.69$
 $C.B. = S 69^{\circ} 21' 38'' W$

S 80° 19' 57" E 1319.
1/16 LINETER CORNER
TION 19

S 80° 19' 57" E 1319.88 FT.

C-2

CENTERLINE	R.O.W.
R = 240.00'	R = 210.00'
$\Delta = 68^{\circ} 25' 57''$	$\Delta = 39^{\circ} 38' 10''$
L = 280.65'	L = 145.27'
T = 183.20'	T = 75.68'
C = 209.91'	C = 142.40'
	C.B. = N 42° 10' 39" E

C-3

CENTERLINE	R.O.W.
R = 688.09'	R = 698.09'
$\Delta = 9^{\circ} 58' 28''$	$\Delta = 9^{\circ} 58' 28''$
L = 118.31'	L = 121.53'
T = 58.30'	T = 60.92'
C = 110.16'	C = 121.38'
	C.B. = N 27° 20' 48" E

C-4

CENTERLINE	R.O.W.
R = 305.39'	R = 275.39'
$\Delta = 29^{\circ} 21' 31''$	$\Delta = 29^{\circ} 21' 31''$
L = 150.48'	L = 141.11'
T = 80.00'	T = 72.14'
C = 154.78'	C = 139.57'
	C.B. = N 17° 39' 16" E

BRENT H. & NANCY CRUMP

EASEMENT NO. 2
6.5 ACRES

NOTE:

BASIS OF BEARINGS
A SOLAR OBSERVATION
THE REFERENCE MONTO RADIUS
S 03° 13' 32" E
270.00 FT.

NORTH LAGO ROAD

WEST 1319.2

NORTH LAGO ROAD

S 80° 09' 03" E 1310.78 FT.

S 80° 09' 03" E 1310.78 FT.

N 43° 21' 10" E
1339.71 FT.

1339.71 FT.

V. AL KAY BOWLES

150059

DANIEL H. WICKELSON

S 89° 23' 33" E 1324.12 FT.

N 00° 37' 54" E 1328.53

N 00° 45' 19" E 1329.93

N 00° 37' 54" E 1328.54 FT.

N 00° 45' 19" E 1329.92 FT.

SCALE 1" = 200'
BASIS OF BEARINGS
ASTRONOMIC NORTH

T. P. O. B.

N 00° 37' 54" E 310.53 FT.

S 89° 19' 57" E 1322.24 FT.

CENTER CORNER
SECTION 19

LINE OF EASEMENT TAKEN
CURBATION LINE, EAST SIDE
FIELD ROAD.

CENTERLINE DRAINAGE

N 00° 35' 50" E 1331.35 FT.

N 00° 45' 19" E 1333.53 FT.

EASEMENT NO. 3
9.1 ACRES

S 42° 30' 32" E 1802.10 FT.

N 41° 16' 28" W 1503.00 FT.

N 89° 16' 00" W
130.67 FT.

S 89° 09' 03" E 1317.58 FT.

35 FT.

3.53 FT.

9 FT.

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

QUITCLAIM DEED

The UNITED STATES OF AMERICA, acting through the Administrator of the Farmers Home Administration, United States Department of Agriculture, CONVEYS and QUITCLAIMS to MICHAEL TINGEY, A SINGLE PERSON, 115 HWY 34, GRACE, ID 83241

, Grantee, for the sum of \$38,500.00 (Thirty Eight Thousand Five Hundred and no/100)

all interest in the following described real estate situated in the County of Caribou

State of Idaho, to-wit:

Township 11 South, Range 41 EBM:
Section 19: S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$.

"The property conveyed by this deed is subject to the stipulations contained in a conservation easement for the protection of wetlands which is attached as Exhibit A".

STATE OF IDAHO } ss.
County of Caribou }

I hereby certify that this instrument was filed at the request

of Caribou Little
at 4:30 o'clock p m this 23 day of
May, 19 95 in my office and duly

recorded in Microfilm Records

Recorder: Edie Izatt

Edie Izatt
County Recorder

39 °
Deputy

150059

This deed is executed and delivered pursuant to the provisions of a credit sale of Government Inventory Property formerly belonging to Val Kay Bowles and Sandra N. Bowles, Husband and Wife, 12-015-519669389, Advice No. 1201512225, and the

authority set forth in 7 CFR 1900, Subpart A.

No member of Congress shall be admitted to any share or part of this deed or to any benefit that may arise therefrom.

Dated April 20, 19 95.

UNITED STATES OF AMERICA (Grantor)

By Dennis R. Nelson
Acting State Director, RECD
formerly Farmers Home Administration
United States Department of Agriculture

In the presence of:

*

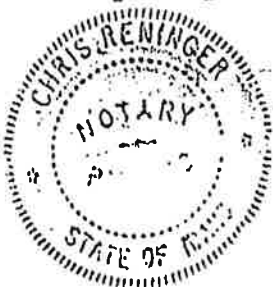
*

ACKNOWLEDGMENT

State of Idaho
County of Ada

On this 20th day of April, 1995, before me, the undersigned a Notary Public in and for said State, personally appeared Dennis R. Nelson, known to me to be the Acting State Director, Rural Economic and Community Development, USDA, formerly Farmers Home Administration, and person whose name is subscribed to executed the same.

In WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above mentioned.



Chris Reninger
CHRIS RENINGER
Notary Public in and for
State of Idaho
Residing at Meridian, Idaho
My Bond Expires 7-6-2000

Exhibit A: CONSERVATION EASEMENT - BOWLES PROPERTY

CONSERVATION EASEMENT RESERVATIONS IN THE UNITED STATES

By this instrument there is reserved in the UNITED STATES OF AMERICA, its successors and assigns, a perpetual conservation easement on the property conveyed by this deed.

This easement is under the authority and in furtherance of the provisions of federal law, including sections 331 and 335 of the Consolidated Farm and Rural Development Act (7 U.S.C. 1981 and 1985) as amended. The restrictions and covenants contained in this easement constitute a perpetual servitude on and run with the property. The Grantee and all successors and assigns ("landowner") under this deed covenants with the United States to do or refrain from doing, severally and collectively, the various acts mentioned later in this easement. The United States is reserved the rights enumerated in this easement for itself and its successors, agents and assigns.

I. DESCRIPTION OF THE EASEMENT AREA.

The area subject to this Conservation Easement, referred to herein as the "easement area" is described as follows:

The portion of the Val Kay Bowles property located along Trout Creek and a small draw in the Southwest portion of the property. See the attached legal description for exact boundaries. There are three different areas described which are referred to as Easements 1, 2 and 3 for management purposes.

II. COVENANTS BY THE LANDOWNER.

A. No dwellings, barns, outbuildings or other structures shall be built within the easement area.

B. The vegetation or hydrology of the described easement area will not be altered in any way or by any means or activity on the property conveyed by this deed, or property owned or under the control of the landowner, including: (1) cutting or mowing; (2) cultivation; (3) grazing; (4) harvesting wood products; (5) burning; (6) placing of refuse, wastes, sewage, or other debris; (7) draining, dredging, channeling, filling, discing, pumping, diking, impounding and related activities; or (8) diverting or affecting the natural flow of surface or underground waters into, within, or out of the easement area.

* In easement 3, the landowner shall have the right to graze domestic livestock, in accordance with a management plan jointly developed and agreed to by the U. S. Fish and Wildlife Service and the Soil Conservation Service (prior to the disposal of the property from inventory), provided ;

(1) grazing is provided for in the management plan and does not exceed 25 percent Harvest Efficiency in any given year and ensures adequate regrowth of vegetation to provide winter cover and early spring nesting cover;

(2) the timing and intensity of grazing shall provide for the protection and restoration of wetlands functions and values as the overriding easement purpose and the purpose of the management plan including the prohibition of grazing where woody vegetation is to be maintained or established; and

(3) any subsequent changes to the timing and intensity of grazing provided for in the management plan shall require the joint approval of the U. S. Fish and Wildlife Service, the Soil Conservation Service, and the landowner.

C. Notwithstanding the provisions of paragraph II-B above, the landowner shall be responsible for compliance with all federal, state and local laws for the control of noxious or other undesirable plants on the easement area. The responsibility for such plant control may be assumed in writing by the easement manager either where the control or manipulation of such plants is deemed by the easement manager to affect easement management programs or policies.

D. Cattle or other stock shall not be permitted on easements 1 and 2, except that the easement manager shall permit access to and use of waters within the area necessary for stock watering under such terms and conditions as the easement manager deems necessary to protect and further the purpose of this easement, provided:

(1) the easement manager bears the costs of building and maintaining fencing or other facilities necessary to preclude stock from entering the easement area;

(2) the easement manager shall consult with the landowner in determining the need for and the scope of fencing; and

(3) access for stock watering need not be permitted where other waters are reasonably available from other sources outside the easement area.

III. RIGHTS RESERVED IN THE UNITED STATES.

The United States, on behalf of itself, its successors or assigns, reserves and retains the right, at its sole discretion, to manage the easement area including the following authorities:

A. The right of reasonable ingress and egress on and across the property conveyed by this deed as of the date of this instrument; whether or not adjacent or appurtenant to the easement area, for access to the easement area in order to conduct wetlands management, monitoring, and easement enforcement activities.

The easement manager may utilize vehicles and other reasonable models of transportation for access purposes. With the concurrence of the easement manager, the landowner may provide a designated route for such access to and from the easement area so that damage to farm operations can be reasonably avoided.

B. The right to install, operate, and maintain structures for the purpose of reestablishing, protecting, and enhancing wetlands functional values including the taking of construction materials to and from said sites.

C. The right to establish or reestablish vegetation through seedings, plantings, or natural succession.

D. The right to manipulate vegetation, topography and hydrology on the easement areas through diking, pumping, water management, excavating, island construction, burning, cutting, pesticide application, fertilizing, and other appropriate practices. The easement manager shall consult with the landowner prior to any such manipulatory action occurring in order to determine the most appropriate method to avoid possible damage to the property(s) adjoining the easement area.

E. The right to conduct predator management activities.

F. The right to construct and maintain fences in order to prevent or regulate grazing or other types of encroachment on the southern 5 acres of the easement area.

IV. EASEMENT MANAGEMENT AND ADMINISTRATION

A. This easement shall be managed and administered by the Idaho Department of Fish and Game, which may be referred to as the "easement manager".

B. For purposes of management and administration of this easement, all rights of the United States in this easement are assigned to the easement manager. The easement manager may enforce all the terms and conditions of this easement, along with all rights and powers reserved in this easement through such general or specific regulations or orders as have been or may be, from time to time, promulgated under its general governmental authorities.

V. GENERAL PROVISIONS.

A. The agreed upon purposes of this reservation are the preservation and restoration of the wetland areas existing as of the date of this conveyance as well as protection and enhancement of plant and animal habitat and populations. A "wetland" is defined and determined by the Soil Conservation Service in accordance with Title XII of the Food Security Act of 1985 (16 U. S. C. 3801 et seq.). Any ambiguities in this easement shall be construed in a manner which best effectuates wetland protection and restoration and fish and wildlife purposes.

B. Any subsequent amendment to or repeal of any federal law or order which authorizes this reservation shall not affect the rights reserved by the United States or subsequently held by its successors or assigns.

C. For purposes of this easement, wetland management rights reserved by the United States include, but are not limited to, inspection for compliance with the terms of this easement; research regarding water, wetlands, fish and wildlife and associated ecology; and any other activity consistent with the preservation and enhancement of wetland functional values.

D. The United States, its successors and assigns, including the easement manager, shall have the right to make surveys, take photographs and prepare such other documentation as may be necessary or desirable to administer the provisions of this easement. Any such map, plat or other suitable document may be recorded in the land records of the respective county in which the property is located.

E. The easement reservation does not authorize public entry upon or use of land. Unless the easement manager prohibits public entry, the landowner may permit it at the landowner's discretion.

F. The landowner and invitees may hunt and fish on the easement area in accordance with all federal, state, and local game and fishery regulations.

G. This easement shall be binding on the landowner, and the landowner's heirs, successors or assigns. The landowner covenants to warrant and defend unto the United States, its successors or assigns, the quiet and peaceable use and enjoyment of the land and interests in the land constituting this reservation against all claims and demands.

H. The easement manager shall be the agent of the United States or its successors and assigns. The manager shall have all discretionary powers of the United States under this easement. In the performance of any rights of the United States under this easement, the easement manager may permit, contract or otherwise provide for action by employees, agents, or assigns which may include the landowner.

I. Any subsequent amendment to or change in the timing and intensity of grazing on the easement area after the date of this conveyance shall require the approval of both the easement manager and the landowner.

A. A. HUDSON
and
ASSOCIATES

MAR 9 1994



14166 CLEVELAND RD.
PRESTON, IDAHO 83263
(208) 427-6214

180 EAST 2nd SOUTH
SODA SPRINGS IDAHO 83276
(208) 547-4141

LEGAL DESCRIPTION

FOR

**FARMERS HOME ADMINISTRATION
CONSERVATION EASEMENT NO. 1**

A parcel of land located in Section 19, Township 11 South, Range 41 East, Boise Meridian, Franklin County, Idaho and further described as follows:

Beginning at the East quarter corner of said Section 19;
Thence North 00° 53' 59" East 55.83 feet along the East line of said section 19; Thence West 933.90 feet to a 5/8" rebar with cap labelled, "A.A. Hudson, PLS 4735", set at a fence corner, the True Point of Beginning;
Thence North 89° 09' 29" West 298.79 feet to a 5/8" rebar with cap set at a fence corner;
Thence South 20° 37' 43" West 14.73 feet to a 5/8" rebar with cap set on the North right of way line of the North Lago Road, on a beginning of a 270.00 foot radius nontangent curve whose center bears South 03° 13' 32" East;
Thence Southwesterly along said curve through a central angle of 34° 49' 41", a distance of 164.12 feet to a 5/8" rebar with cap (Chord = South 69° 21' 38" West 161.61 feet);
Thence North 69° 57' 39" West 65.94 feet to a 5/8" rebar with cap set on a fence line;
Thence North 13° 54' 21" East 657.18 feet to a 5/8" rebar with cap;
Thence North 04° 19' 22" West 680.07 feet to a 5/8" rebar with cap set on a fence line;
Thence North 89° 59' 45" East 166.59 feet to a found 5/8" rebar with cap on said fence line;
Thence South 86° 44' 20" East 48.53 feet along said fence line to a found 5/8" rebar with cap;
Thence North 89° 13' 14" East 256.35 feet along said fence line to a 5/8" rebar with cap;
Thence South 02° 44' 24" West 1274.49 feet along a fence line to the True Point of Beginning;

Containing 12.9 acres of land.

94111.LEG
3/07/94



WARRANTY DEED

FOR VALUE RECEIVED, RJAY LLOYD & S. ANN LLOYD, husband and wife; MICHAEL JOE MICKELSON & JANICE MICKELSON, husband and wife; and DAVID STONER & LYNN STONER, husband and wife, the Grantors, do hereby grant, bargain, sell and convey unto DUANE ROBISON and MARCIA ROBISON, husband and wife, the Grantees, whose current address is 3308 East Fairbrook, Mesa, Arizona, 85213, their interest in and to the real property located in Caribou County, Idaho, more particularly described below, together with all and singular the tenements, heritaments and appurtenances thereto belonging or in anywise appertaining, hereinafter referred to as the "Premises."

Lot 4, SE 1/4 SW 1/4, SW 1/4 SE 1/4, Section 19, T. 11 South, R. 41 East, B. M., situated in Caribou, County, Idaho, according to the plat recorded in the office of the Caribou County Recorder, including improvements thereon. 120.22 acres more or less.

EXCEPT for those easements and right of ways of record and any unpatented mining claims and reservations or exceptions in patents or acts authorizing the issuance thereof, water rights, claims or title to water other than the following specific water rights:

30 M.I. of Whiskey Creek, priority 5-1-1877;
35.5 M.I. of Whiskey Creek, priority 5-1-1905;
2 M.I. of Whiskey Creek for domestic use,
priority 5-1-1905; and
20 shares of Lago Irr. Co. Stock

TO HAVE AND TO HOLD the said Premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. The said Grantors do hereby covenant to and with the said Grantees that they are the owners in fee simple of said Premises; that they are free from all encumbrances, except those liens and easements of record or in use, and that they will warrant and defend the same from all lawful claims whatsoever.

DATED this 24 th day of September, 1990.

STATE OF IDAHO } ss
County of Caribou }

I hereby certify that this instrument was filed at the request

of Caribou Title
at 2:25 o'clock P in this 24th day of
September, 1990 In my office and duty

recorded in Microfilm Records
Rebecca A. Jenkins

Ex-Officio Recorder

\$6.00

Deputy

Ruth Avery

139933

Rjay Lloyd
RJAY LLOYD

S. Ann Lloyd
S. ANN LLOYD

Dated this 24 day of September, 1990.

Michael Joe Mickelson
By Jay Lloyd w/POA
 MICHAEL JOE MICKELSON
Janice Mickelson
By Jay Lloyd w/POA
 JANICE MICKELSON
David Stoner
By Jay Lloyd w/POA
 DAVID STONER
Lynn Stoner
By Jay Lloyd w/POA
 LYNN STONER

STATE OF IDAHO)
) ss
 County of Caribou)

On this 24 th day of September, 1990, before me, the undersigned, personally appeared RJAY LLOYD and S. ANN LLOYD, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Dona Jean Benson
 Notary Public
 Residing at: Soda Springs, Idaho
 Comm. Expires: 8/15/91

STATE OF IDAHO)
) ss.
 County of Caribou)

On this 24 th day of September, 1990, before me, the undersigned, personally appeared Rjay Lloyd as attorney in fact for and behalf of Michael Joe Mickelson, Janice Mickelson, David Stoner and Lynn Stoner, known to me to be the person with power of attorney who subscribed to the within instrument, and acknowledged to me that he executed the same for and in behalf of said persons.

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

Dona Jean Benson
 Notary Public
 Residing at: Soda Springs, Idaho
 Comm. Expires: 8/15/91

QUIT-CLAIM DEED

FOR VALUE RECEIVED, MARY B. MICKELSON, a widow, of formerly of Grace, County of Caribou, State of Idaho, do hereby convey, release, remise and forever quit claim unto A. DUANE ROBISON AND MARCIA ROBISON, husband and wife, of 3308 East Fairbrook, County of Maricopa, State of Arizona 85213, for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS, the following described premises, to-wit:

Caribou County, Idaho:

Township 11 South, Range 41 East of the Boise Meridian:\
Section 19: Lot 4, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$.

together with their appurtenances.

DATED: September 17, 1990

Mary B. Mickelson
MARY B. MICKELSON

STATE OF IDAHO)
 : ss.
County of Caribou)

On this 24th day of September, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared MARY B. MICKELSON, a widow,, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

Donna Jean Benson
NOTARY PUBLIC for the State of Idaho
Residing at: Soda Springs, Idaho
Commission expires: _____

STATE OF IDAHO } ss **139932**
County of Caribou }
I hereby certify that this instrument was filed at the request
of Caribou Title
at 2:25 o'clock P on this 24th day of
September, 1990. In my office and duty
recorded in Microfilm Records
Rebecca A. Jenkins
Rebecca A. Jenkins
Ex-Officio Recorder

WARRANTY DEED

FOR VALUE RECEIVED

MARY B. MICKELSON

GRANTOR, does hereby GRANT, BARGAIN, SELL and CONVEY unto
RJAY and ANN LLOYD; MICHAEL JOE and JANICE MICKELSON; and
DAVID and LYNN STONER

GRANTEE S, whose current address is: P.O. Box 4308, Boise, Idaho 83711
the following described real property in Caribou County, State of Idaho,
more particularly described as follows, to wit:

Lot 4, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, 120.22 acres, Section 19, T. 11
S., R. 41 E., B.M., situated in Caribou County, Idaho,
according to the plat recorded in the office of the
Caribou County, Recorder, including improvements thereon.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee
their heirs and assigns forever. And the said Grantor 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: April 29, 1989.

Mary B. Mickelson
MARY B. MICKELSON

STATE OF IDAHO, COUNTY OF CARIBOU
On this 29 day of April, 1989,
before me, a notary public, in and for said State, personally
appeared
MARY B. MICKELSON

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

Kathleen Harrison
Notary Public
Idaho
Residing at Boise
Comm. Expires 10-23-92

STATE OF IDAHO, COUNTY OF Caribou
I hereby Certify that this instrument was filed for record at the re-
quest of R. Jay Lloyd
at 35 minutes past 4 o'clock P.M.
this 12th day of May
1989, in my office, and duly recorded in Book
of Deeds at page on microfiche

MYRNA W. ARCHIBALD
Ex-Officio Recorder

By Decky Jenkins
Deputy
Fees \$3.00
Mail to:

136583

This form furnished courtesy of

STEWART TITLE OF IDAHO, Inc.



INSTRUMENT NO.

136842

CORRECTED PERSONAL REPRESENTATIVE'S DEED

THIS DEED is made to correct and replace in its entirety a Personal Representative's Deed that was recorded on March 26, 1986 as Instrument #127455 by MARY B. MICKELSON, as Personal Representative of the ESTATE OF MELVIN THEODORE MICKELSON, Deceased, Grantor to MARY B. MICKELSON, a single person, whose address is Star Route, Box 350, Grace, Idaho 83241, Grantee.

WHEREAS, Grantor is the qualified Personal Representative of said estate, filed as Probate Number 3830M in Caribou County, Idaho.

NOW THEREFORE, for valuable consideration received, Grantor sells and conveys to Grantee the following described real property in Caribou County, Idaho:

Lot 4, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, 120.22 acres, Section 19, T. 11 S., R. 41 E., B.M., situated in Caribou County, Idaho, according to the plat recorded in the office of the Caribou County Recorder, including improvements thereon.

Grantor also sells and conveys to Grantee this real property also located in Caribou County:

Township 11 South, Range 41 East of the Boise Meridian: Section 21: NE $\frac{1}{4}$, EXCEPT THEREFROM, a tract of land in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 21, more particularly described as follows:

Beginning at an iron rod marking the NW corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 21, and running thence North 89 degrees 48' 06" East 1026.25 feet to an iron rod on the berm of a canal;
thence South 26 degrees 06' 57" East 514.07 feet along the berm of said canal;
thence South 75 degrees 37' 08" West 395.86 feet along said canal berm;
thence South 5 degrees 26' 21" west 238.31 feet along said canal;
thence North 63 degrees 45' 28" west 942.97 feet along fence line;
thence North 0 degrees 06' 23" west 376.65 feet along fence line, to the point of beginning.

DATED THIS 14th day of June, 1989.

Mary B. Mickelson
MARY B. MICKELSON, Personal
Representative of the Estate
of Melvin Theodore Mickelson,
Deceased

Mary B. Mickelson
 MARY B. MICKELSON
 a single individual

STATE OF IDAHO)
) ss
 County of Caribou)

On this 19th day of June, 1989, before me, the undersigned, personally appeared MARY B. MICKELSON, known to me to be the person whose name is subscribed to the within instrument, as Personal Representative of the Estate of Melvin Theodore Mickelson, Deceased, and acknowledged to me that she executed the same as such Personal Representative.

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

Karla L. Lammussen
 Notary Public
 Residing at: Grace
 Comm. Expires: 10-23-92

STATE OF IDAHO)
) ss
 County of Caribou)

On this 19th day of June, 1989, before me, the undersigned, personally appeared MARY B. MICKELSON, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

136842

Karla L. Lammussen
 Notary Public
 Residing at: Grace
 Comm. Expires: 10-23-92

STATE OF IDAHO } ss
 County of Caribou }

I Heroby certify that this instrument was filed
 at the request of Mary Mickelson
 at 2:35 o'clock P in this 19 day of
June, 1989 in my office and duly
 recorded in Microfilm Records
Myrna W. Rychibala
Patricia L. Hansen
 Ex-Officio Recorder 600 Deputy

PERSONAL REPRESENTATIVE'S DEED

THIS DEED, is made by MARY B. MICKELSON, as Personal Representative of the ESTATE OF MELVIN THEODORE MICKELSON, Deceased, Grantor, to MARY B. MICKELSON, a single person, whose address is Star Route, Box 350, Grace, Idaho 83241, Grantee.

WHEREAS, Grantor is the qualified Personal Representative of said estate, filed as Probate Number 3830M in Caribou County, Idaho.

NOW, THEREFORE, for valuable consideration received, Grantor sells and conveys to Grantee the following described real property in Caribou County, Idaho:

Lot 4, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, 120.22 acres, Section 19, T. 11 S., R. 41 E., B.M., situated in Caribou County, Idaho, according to the plat recorded in the office of the Caribou County Recorder, including improvements thereon.

W $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 21, T. 11 S., R. 41 E., B.M., situated in Caribou County, Idaho, according to the plat recorded in the office of the Caribou County Recorder, including improvements thereon,

with all appurtenances, liens and encumbrances.

DATED this 19 day of March, 1986

Mary B. Mickelson
MARY B. MICKELSON, Personal
Representative of the Estate
of Melvin Theodore Mickelson,
Deceased

STATE OF IDAHO)
County of ADA) ss

On this 19th day of March, 1986, before me, the undersigned, personally appeared MARY B. MICKELSON, known to me to be the person whose name is subscribed to the within instrument as Personal Representative of the Estate of Melvin Theodore Mickelson, Deceased, and acknowledged to me that she executed the same as such Personal Representative.

STATE OF IDAHO } ss 127455
County of Caribou }

I hereby certify that this instrument was filed

at the request of Kay D. Doud
at 9:05 o'clock A M this 26 day of
March, 1986 in my office and duly

recorded in Microfilm Records

Myrna W. Archibald

Ex-Officio Recorder

200

Deputy

Cheryl Maestas
Notary Public
Residing at: Boise ID
Comm. Expires: 2-1-91

Warranty Deed

THIS INDENTURE, Made this 7th day of April
in the year of our Lord One Thousand Nine Hundred and Eighty-one, between
FRANKLIN M. MICKELSON and LOUISE MICKELSON, husband and wife,

of Mesquite, County of Clark, State of Nevada
the parties of the first part, and

VAL KAY BOWLES and SANDRA N. BOWLES, husband and wife, Star Route, Box 353,
of Grace, County of Caribou, State of Idaho,

the part lies of the second part:

the part ies of the second part:
WITNESSETH: That the said part ies of the first part, for and in consideration of the sum of (\$125,000.00)
ONE HUNDRED TWENTY FIVE THOUSAND AND NO/100 - - - - - DOLLARS,
lawful money of the United States of America, to them in hand paid by the said part ies of the second part, the receipt
whereof is hereby acknowledged

By _____
Said and Given unto said part ies

whereof is hereby acknowledged

*, do by these presents, Grant, Bargain, Sell and Convey and Confirm unto said part ies
and assigns forever: All th at certain lot
Caribou State of Idaho, bounded
piece or parcel of land situate, lying and being in the County of
and more particularly described as follows, to-wit:*

Township 11 South, Range 41 East of the Boise Meridian:

Section 19: S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$.

SUBJECT to existing easements for roads, highways, ditches, canals, laterals and power and transmission lines.

SUBJECT to exceptions and reservations contained in patents from the United States.

SUBJECT to the burdens incident to the inclusion of the land within the boundaries of Caribou County, Idaho.

SUBJECT to Federal Land Bank Mortgage on which there remains a balance due of \$26,468.61, which balance, parties of the second part assume and agree to pay in accordance with the terms thereof as part of the purchase price hereunder. Said Mortgage is dated August 5, 1964, recorded August 11, 1964, in Book 46 of Mortgages, at page 198, under recorder's instrument No. 52465, records of Caribou County, Idaho.

TOGETHER with 351 shares of Federal Land Bank stock.

TOGETHER with 1.8 cfs of decreed water

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the said part ies of the second part, and to their heirs and assigns forever. And the said part ies of the first part, and their heirs the said premises in the quiet and peaceable possession of the said part ies of the second part their heirs and assigns against the said part ies of the first part, and their heirs and against all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Franklin M. Mickelson [Seal]
FRANKLIN M. MICKELSON
Louise S. Mickelson [Seal]
LOUISE MICKELSON

STATE OF IDAHO,
County of Caribou

ss.

On this 7th day of April in the year 1981, before me
the undersigned a Notary Public in and for said County and State, personally appeared

FRANKLIN M. MICKELSON and LOUISE MICKELSON, husband and wife,

known to me to

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

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

Leonard O. Kingsford
Notary Public.

Residence and P. O. Address Soda Springs, Idaho

Commission expires: Lifetime.

108140
WARRANTY DEED

Franklin M. Mickelson & Louise
Mickelson, husband and wife,

TO

Val Kay Bowles & Sandra N. Bowles,
husband and wife

Star Route, Box 353,
Grace, Idaho 83241.

Dated April 7, 1981

STATE OF IDAHO,
County of Caribou

ss.

I hereby certify that this instrument was filed for
record at the request of

Caribou Title Company

at _____ minutes past 3

o'clock P. M., this 7th day

of April, A. D. 1981

in my office and duly recorded in _____ the

_____ microfilm records.

Eileen S. Johnson

Ex-Officio Recorder.

By

Eileen S. Johnson

Deputy.

Fee \$ 4.00

STATE OF IDAHO,
County of Caribou

ss.

On this 12th

day of

April,

in the year 1979, before me

the undersigned

a Notary Public

in and for said County and State, personally appeared

WILLARD H. MICKELSON and TERASA M. MICKELSON, husband and wife,

known to me to

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

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

Leonard O. Kingsford
Notary Public.

Residence and P. O. Address.....Soda Springs, Idaho.....

Commission: For life.

100136

WARRANTY DEED

Willard H. Mickelson & Terasa M.
Mickelson, husband and wife

TO

Roger C. Mickelson & Beverly H.
Mickelson, husband and wife

Dated March 8, 1979

STATE OF IDAHO,

County of Caribou } ss.

I hereby certify that this instrument was filed for
record at the request of

Caribou Title Co.

at 20 minutes past 2

o'clock P. M., this 9th day

of April, A. D. 1979

in my office and duly recorded in Book the

microfilm records.

Elsie S. Johnson

Deputy Recorder.

By *Wanda Peterson*
Deputy.

Fee, \$ 2.00

Warranty Deed

A39802

THIS INDENTURE, Made this First (1st) day of August in the year of our Lord One Thousand Nine Hundred and forty-six, between Michael Mickelson and Sarah E. Mickelson, his wife

of Lago, County of Bannock, State of Idaho the parties of the first part, and Franklin Mickelson and Louise Mickelson, his wife

of Lago, County of Bannock, State of Idaho the parties of the second part:

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Ten thousand and No/100ths DOLLARS, lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged

, do by these presents, Grant, Bargain, Sell and Convey and Confirm unto said parties of the second part, and to their heirs and assigns forever: All that certain lot, piece or parcel of land situate, lying and being in the County of Bannock, State of Idaho, bounded and more particularly described as follows, to-wit:

The South half of the Northeast quarter (SE $\frac{1}{4}$ -NE $\frac{1}{4}$), the Southeast quarter of the Northwest quarter (SE $\frac{1}{4}$ -NW $\frac{1}{4}$), the Northeast quarter of the Southwest quarter (NE $\frac{1}{4}$ -SW $\frac{1}{4}$), and the Northwest quarter of the Southeast quarter (NW $\frac{1}{4}$ -SE $\frac{1}{4}$) of Section Nineteen (19), in Township Eleven (11), South of Range Forty-one (41) East of the Boise Meridian, together with all ditch and water rights of every nature and kind used on said premises or belonging to or appertaining to the same; Subject to all visible and/or recorded rights of way and easements over, by, through, along or across said premises; Subject also to any and all recorded encumbrances, if any, and to unpaid taxes.

Together with all and singular, the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereto incident unto the said parties of the second part, and to their heirs and assigns forever. And the said parties of the first part, and their heirs the said premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns against the said parties of the first part, and their heirs and against all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

[Signature]

x Michael Mickelson [Seal]
x Sarah E. Mickelson [Seal]

_____ [Seal]
_____ [Seal]

STATE OF IDAHO,
County of Caribou } ss.

On this 22nd day of October in the year 1947, before me,

S. E. MATTHEWS a Notary Public in and for said County and State, personally appeared Michael Nickelson and Sarah E. Nickelson, his wife known to me to

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

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

S. E. Matthews
Notary Public,
Residence Soda Springs Idaho
Dry Com. Expires Aug 1, 1948



WARRANTY DEED

A 39802

ESCROW

Michael Nickelson, et ux

Franklin Nickelson et ux

70

Dated Aug. 1st, 1947

STATE OF IDAHO
County of Caribou ss.

I hereby certify that this instrument was filed for record at the request of Franklin Nickelson

at 40 minutes past 3

o'clock P.M., this 30 day of September A.D. 1947

at my office and duly recorded in Book 40

of Deeds, page 57

Calvin E. Bluffs
Ex-Officio Recorder.

By Calvin E. Bluffs Deputy.

Fee \$ 1.50

PRINTED & SOON, NO. 100, IDAHO

Bluffs, Idaho



IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

August 26, 2022

MICHAEL L TINGEY LLC
2114 LAGO LIBERTY RD
GRACE ID 83241-5327

Re: Change in Ownership for Water Right No(s): 13-714, 13-694E, 13-710, 13-711, 13-690G, 13-691

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

The department did not have sufficient evidence to update 13-710, 13-711, 13-690G, 13-691. Therefore, they are being returned unprocessed. The department has initiated a refund and it should arrive from the state office in couple of weeks.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 497-3787.

Sincerely,

Jonie Barg
Technical Records Specialist 1

Enclosure(s)

cc: IDAHO AG CREDIT PCA
IDAHO AGCREDIT FLCA

From: [Barg, Jonie](#)
To: [IdwrPayable](#)
Subject: Refund Request
Date: Friday, August 26, 2022 1:55:00 PM
Attachments: [Receipt\(9\).PDF](#)

Good morning!

I have a refund request as follows:

Receipt number: E046960
Amount: \$375.00
Payable to IDAHO AGCREDIT FLCA
PO BOX 985
BLACKFOOT, ID 83221-0985

Reason: Ownership change received; additional information was requested but not received. Therefore, the portion of the ownership change that could not be complete is being returned unprocessed, and the applicant is entitled to a partial refund.

Thank you so much for your time. Let me know if you have any questions.

Have a great day!!!

 IDAHO DEPARTMENT OF
WATER RESOURCES
Jonie Barg | Technical Records Specialist
900 N Skyline Drive Ste. A, Idaho Falls, ID 83402
Phone number: (208) 525-7161
Fax number: (208) 525-7177
Email: jonie.barg@idwr.idaho.gov
Website: www.idwr.idaho.gov

From: [Barg, Jonie](#)
To: [IdwrPayable](#)
Subject: Refund Request
Date: Friday, August 26, 2022 1:51:00 PM
Attachments: [Receipt\(8\).PDF](#)

Good morning!

I have a refund request as follows:

Receipt number: E046326
Amount: \$75.00
Payable to IDAHO AGCREDIT FLCA
PO BOX 985
BLACKFOOT, ID 83221-0985

Reason: Ownership change received, additional information was requested but not received. Therefore the portion of the ownership change that could not be complete is being returned unprocessed, and the applicant is entitled to a partial refund.

Thank you so much for your time. Let me know if you have any questions.

Have a great day!!!

 IDAHO DEPARTMENT OF
WATER RESOURCES
Jonie Barg | Technical Records Specialist
900 N Skyline Drive Ste. A, Idaho Falls, ID 83402
Phone number: (208) 525-7161
Fax number: (208) 525-7177
Email: jonie.barg@idwr.idaho.gov
Website: www.idwr.idaho.gov



IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

December 21, 2021

MICHAEL L TINGEY LLC
2114 LAGO LIBERTY RD
GRACE ID 83241

RE: Change in Ownership Water Right No. 13-710, 13-711, 13-714, 13-690G, 13-691

Dear Sir/Madam:

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership.

Our review of your notice indicates that additional information is required before we can process the change. The information required is indicated below:

**** **Evidence of Ownership/Additional Filing Fee:** Full chain of title to Nels L Sorenson and George Fowler. Additional filing fee of \$50.00. The information being requested is described further in the next few paragraphs.

For water right numbers 13-690G and 13-691 additional evidence of ownership is required. The current owner of the water right is Nels L Sorenson, for the department to update the ownership a full chain of title from Nels L Sorenson to Michael Tingey is required.

Also, for 13-710 and 13-711 additional evidence of ownership is required. The current owner of the water right is George Fowler, to complete the ownership, the department will require a full chain of title back to George Fowler. Also, along with these two water rights it appears a portion of 13-709A is also appurtenant. 13-709A is also currently in the name of George Fowler, so the chain of title is required to complete that water right as well.

For water right number 13-714 the department has sufficient evidence to complete that ownership change, without a split, however there is another associated water right water right number 13-694E would also be relevant to that ground.

With the two new added water rights the total filing fee would be \$550.00. (5 X \$100.00 per split right + 2 X \$25.00 per non split right = \$550.00). With the two receipts the department has received for this ownership change we currently have a \$500.00 filing fee. If we add the other two water rights (13-694E and 13-709A) an additional \$50.00 is required.

Please supply the additional evidence of ownership and if you want the other two water rights added to your application the additional filing fee of \$50.00.

SCANNED

DEC 21 2021

Because the Department cannot process the ownership change without proper documentation/fees, we will hold any action on your notice pending receipt of the necessary information/fees. If we do not receive the necessary information/fees within 30 days we will return your notice and all attachments and your notice will not be processed.

Please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact the Department if you have any questions.

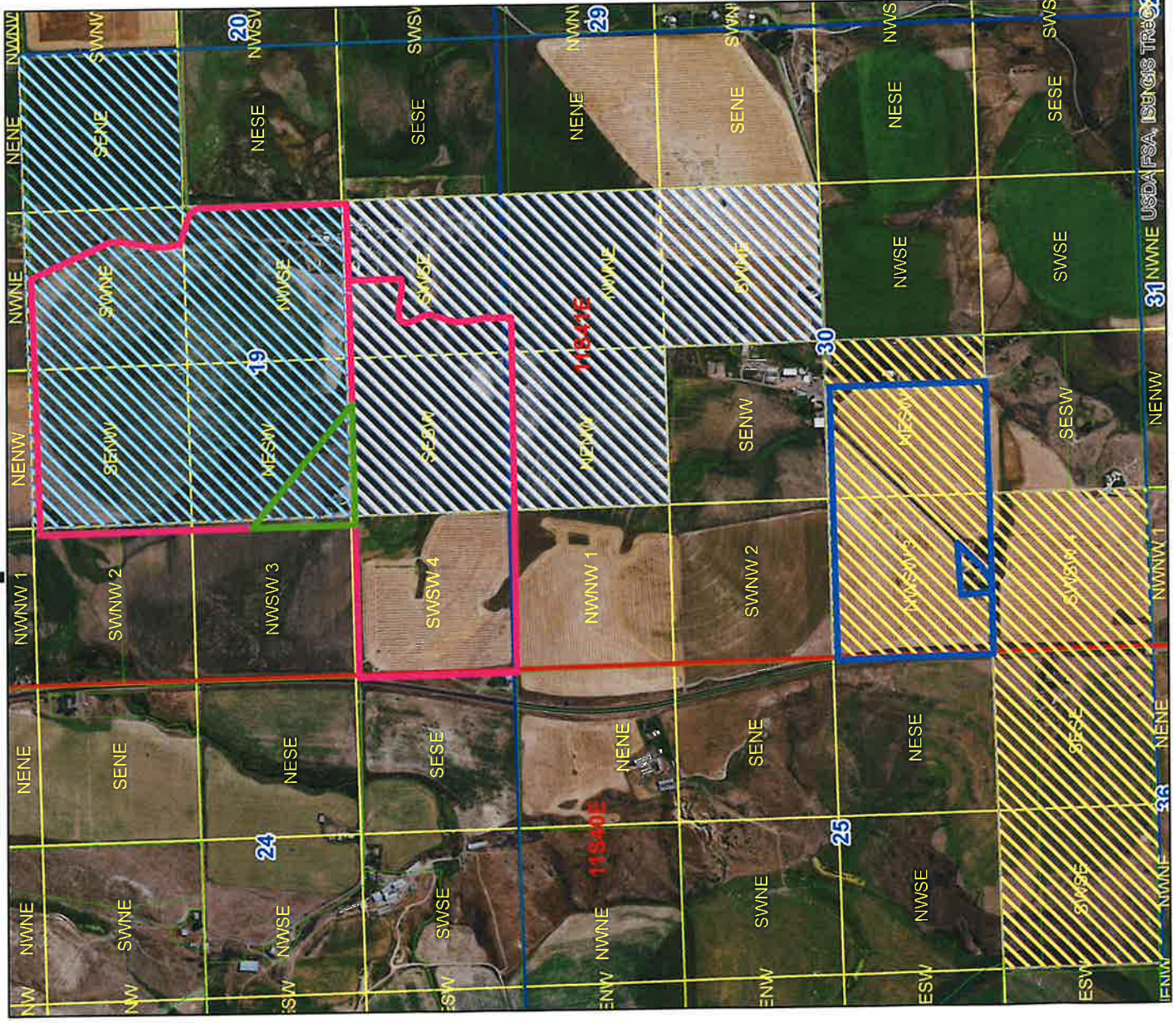
Sincerely,

Jonie Barg
Technical Records Specialist

SCANNED

DEC 21 2021

Idaho Department of Water Resources



Legend

- Covered by Tingey Deed/Parcel Data shows Mansfield
- Michael Tingey LLC
- Michael L Tingey LLC
- 13-710 & 13-711 POU
- 13-714 POU
- 13-690G & 13-691 POU
- Parcels
- Township/Range
- Sections
- QQ
- Quad information