

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUL 19 2022

DEPARTMENT OF
WATER RESOURCES

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?
15-04043	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: EDNA E. Hill or Gary L. Hill or Myron Jones
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Max F. & Noreen C. Park
New owner(s) as listed on the conveyance document Name connector ☒ and ☒ or ☐ and/or
- 7998 N. DANIELS RD. MALAD ID 83452 AND
Mailing address City State ZIP
- 208-706-4690 maxandnoreen@gmail.com
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: 10-3-94
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):
- ☐ \$25 per *undivided* water right.
 - ☐ \$100 per *split* water right.
 - ☐ 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.

8. Signature: [Signature] 7-19-2022
Signature of new owner/claimant Title, if applicable Date
- Signature: Noreen C. Park 5/14/2022
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by KU Date 7.19.22 Receipt No. C 113480 Receipt Amt. \$25.00

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

436 8/15/22



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type
(see instructions on back of page)

DATE OF CLOSING: 10-3-94

RECEIVED
OCT 14 1994

Department of Water Resources

LEGAL DESCRIPTION OF PROPERTY: Township _____ Range _____
Section _____, 1/4 of _____ 1/4 of _____ 1/4, Govt. Lot _____

Lot _____, Block _____, Subdivision/Townsite _____

If you have additional legal descriptions, please attach separate sheet.

RECEIVED

☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)

OCT 19 1994
Department of Water Resources
Eastern District Office

☐ Water Right Number(s)
Assigned by IDWR: 15-04043

☐ Name and Address of Former Owner/Claimant(s)(Seller): EDNA E. HILL or GARY L. HILL or MYRON JONES

c/o Equitable Life Assurance Society

☐ New Owner/Claimant (Purchaser): 23 Bush Avenue, Malad City, ID, 83252

MAX F. & NOREEN C. PARK

☐ New Mailing Address: P.O. Box 428

Kamas, UT 84036

☐ New Telephone Number: () _____ - _____

☐ Does the change in ownership result in a splitting of the water right owned/claimed? yes ☒ no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

☐ Attach proof of ownership, describe proof attached: Corporation Special Warranty Deed

(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

☐ Signature of New Owner/Claimant(s) [Signature] Date 10-3-94

☐ Signature of Former Owner/Claimant(s): [Signature] Date 10-3-94

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: _____ By: _____

Further Action Needed:

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: _____ By: _____

Claim Numbers of Split, if any:

Original to be mailed to Idaho Department of Water Resources
Copies to Former Owner and New Owner

Chain of Title for Max and Noreen Park

Section 7, Township 13 South, Range 35 East Boise Meridian
W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$

9-22-17	United States of America to John R. Price Gap	Patent
9-22-30	David P. Jones & Mary R. to David P. Jones, Jr. & Dewey T. Jones	Deed Book 20 P434
3-21-40	Dewey T. Jones & Ione to David P. Jones, Jr.	Deed Book 24 P466
1-11-54	David P. Jones, Jr. & Gladys to Myron T. Jones, Jr.	Deed Book 28 P610
7-12-79	Myron Jones, Jr. & Nola C. to William Colton, Jr.	
7-12-79	Alfreda Joyce Colton & William, Jr. to Gary L. & Kathryn T. Hill	Deed #99636
7-20-79	Myron Jones, Jr. & Nola C. to Gary L. Hill	Deed #99681

Township 13 South, Range 35 East Boise Meridian:
Section 17: W $\frac{1}{2}$ NW $\frac{1}{4}$
Section 18: N $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$

18: Portion in the NW $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$ (This is described as a metes and bounds
Description, looking as if it is that part lying East of the Little Malad River)

	Can't find who received Patent	
9-25-1905	David P. Jones to Edward N. Hill	Deed Book X P 51

17: SW $\frac{1}{4}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$; 18: E $\frac{1}{2}$ NE $\frac{1}{4}$:

6-4-1888	USA to Henry Thomas	Patent Pat. A P 24
5-19-1899	Henry Thomas & Sarah to David M. Thomas Wm. H. Thomas and Llewellyn Thomas	Deed Book N P170
9-25-1905	David M. Thomas & Sarah J., Wm. H. Thomas & Sarah J., Llewellyn Thomas, single to Edward N. Hill	Book X P 50
3-24-70	Edward N. & Annie Hill to Matthew Hill	Deed #88432

hjBoth titles then follow:

7-12-79	Edna E. Hill & Matthew, et al to Equitable Life Assurance	Mtg. #99635*
12-20-91	Equitable Life Assurance vs. Matthew Hill, et al	Judgment*
5-20-94	Oneida County Sheriff to Equitable Life Assurance	Sheriff's Deed
		Inst. #120295
10-3-94	Equitable Life Assurance to Max F. Park & Noreen	Deed #120900
12-10-04	Max F. Park and Noreen C. Park to Max F. & Noreen C. Park Family Trust	Deed #136933
12-26-12	Max F. Park and Noreen C. Park individually and As co-trustees of the Max F. & Noreen C. Park Family Trust to Park Farms, LLC	Deed #149180
	Deed Re-recorded to correct on 1-31-13	#149305
5-1-18	Park Farm, LLC to Max F. Park & Noreen C. Park Individually and as Co-Trustees of the Max F. Park and Noreen C. Park Family Trust	Deed #156482

*Copies not included

Instrument # 156482

MALAD, ONEIDA, IDAHO

5-1-2018 01:00:00 PM No. of Pages: 4

Recorded for : MAX F. PARK

MATTHEW L COLTON

Ex-Officio Recorder Deputy

Fee: 15.00

Ado Bott

WARRANTY DEED

Grantor

Park Farms, LLC

c/o Max F. Park and Noreen C. Park Mgrs.

7998 Daniels Road

Malad, Idaho 83252

Grantee

Max F. Park and Noreen C. Park, H&W

Individually and as Co-Trustees of the

Max F. and Noreen C. Park Family Trust

7998 Daniels Road

Malad, Idaho 83252

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the Grantors hereby sell and forever transfer the following parcels of real property located in Oneida County, Idaho (the "Property") to the Grantee, including the Grantors' right, title and interest therein:

SEE EXHIBIT "A" ATTACHED HERETO AND

INCORPORATED BY REFERENCE

TOGETHER WITH AND INCLUDING any and all fixtures and improvements, any and all appurtenances, tenements, and hereditaments, and any and all rents, issues, and profits that relate or otherwise pertain to the foregoing parcels of real property.

TO HAVE AND TO HOLD the foregoing parcels of real property unto the Grantee and its successors and assigns forever.

Grantor does hereby covenant with and warrant the Grantee that Grantor is lawfully seized in fee simple of the Property, has good right and lawful authority to sell and convey the Property, and that Grantor fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

SUBJECT TO taxes, levies and assessments for the current year not yet due and payable and the following items: discrepancies, conflicts in boundary lines, shortage in area, encroachments, easements, right of ways, boundary line agreements, development agreements, water supply agreements, plats, covenants, conditions, restrictions, reservations, all zoning, building and use laws or restrictions; along with any state of facts that an accurate survey or inspection of the Property would show.

IN WITNESS WHEREOF, the Grantors hereunto set their hands this 01

day of May, 2018



MAX F. PARK, Individually as Manager of Park Farms, LLC



NOREEN C. PARK, Individually

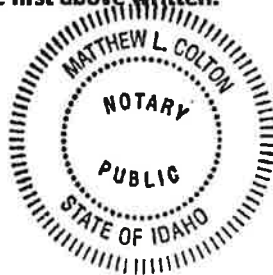
STATE OF IDAHO)

ss

County of Bannock)

On the 01 day of May, 2018 before me a notary public, personally appeared Max F. Park and Noreen C. Park, known or identified to me to be the persons who executed the foregoing Warranty Deed, and duly 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 IDAHO

Residing Malad, Id.

Expires 02 August 2018

EXHIBIT "A"

PARCEL 1:
TOWNSHIP 13 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO:
SECTION 12: SOUTH HALF OF THE SOUTHEAST QUARTER.

TOWNSHIP 12 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO:
SECTION 33: SOUTH HALF OF THE NORTHWEST QUARTER, NORTH HALF OF THE SOUTHWEST
QUARTER, SOUTH HALF OF THE SOUTHWEST QUARTER.

TOWNSHIP 13 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO:
SECTION 4: LOTS 3, 4, 5, 6 AND 7; SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; EAST HALF
OF THE SOUTHWEST QUARTER; WEST HALF OF THE SOUTHEAST QUARTER.
SECTION 5: SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; SOUTHWEST QUARTER OF THE
SOUTHEAST QUARTER; EAST HALF OF THE SOUTHEAST QUARTER; SOUTHEAST QUARTER OF THE
SOUTHWEST QUARTER.

SECTION 7: SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; WEST HALF OF THE SOUTHEAST
QUARTER; LOTS 3 AND 4; SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; ALSO, COMMENCING
AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE
RUNNING WEST 80 RODS; THENCE NORTH 80 RODS; THENCE EAST 680 FEET; THENCE SOUTH 45' 00"
EAST 530 FEET; THENCE NORTHEASTERLY TO A POINT 160 FEET SOUTH OF THE NORTHEAST CORNER
OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 1160 FEET TO THE
POINT OF BEGINNING.

EXCEPTING THEREFROM:
BEGINNING AT A POINT 225 FEET SOUTH OF THE CENTER OF SECTION 7, TOWNSHIP 13 SOUTH, RANGE
35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO; THENCE RUNNING EAST 200 FEET, THENCE
SOUTH 225 FEET, THENCE WEST 200 FEET, THENCE NORTH 225 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:
COMMENCING BETWEEN THE NORTHWEST QUARTER OF SECTION 8 AND THE SOUTHEAST
QUARTER OF SECTION 7, TOWNSHIP 13 SOUTH, RANGE 35 EAST OF THE BOISE MERIDIAN,
ONEIDA COUNTY, IDAHO; THENCE WEST 1908 FEET; THENCE SOUTH 22°45' WEST 387 FEET
FROM A POINT OF BEGINNING. THENCE RUNNING NORTH 77° EAST 300 FEET; THENCE
SOUTH 4°16' EAST 300 FEET; THENCE SOUTH 68°20' WEST 134 FEET TO THE COUNTY ROAD;
THENCE NORTH 34° WEST ALONG SAID ROAD 300 FEET TO THE POINT OF BEGINNING.

SECTION 8: T-2066: COMMENCING AT A POINT 1675 FEET WEST OF THE NORTHEAST CORNER OF
SECTION 8; THENCE RUNNING THENCE SOUTH 34° 00' WEST 70 FEET; THENCE SOUTH 23° 00' WEST 80
FEET; THENCE SOUTH 36° 00' WEST 632 FEET; THENCE SOUTH 84° 00' WEST 660 FEET; THENCE SOUTH
21° 00' WEST 520 FEET; THENCE WEST 1020 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF
THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8 THENCE NORTH 1320
FEET TO SECTION LINE; THENCE EAST 2285 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SECTION 16: LOT 1; NORTHEAST QUARTER OF THE NORTHWEST QUARTER; NORTHWEST QUARTER OF
THE NORTHEAST QUARTER; ALSO, BEGINNING AT A POINT 46 1/2 RODS WEST OF THE NORTHEAST

CORNER OF SECTION 16; THENCE RUNNING WEST 33 1/2 RODS; THENCE SOUTH 62 RODS TO A
PARTITION FENCE; THENCE NORTHEASTERLY ALONG SAID FENCE 57 1/2 RODS TO A FENCE ON THE
WEST SIDE OF THE COUNTY ROAD; THENCE NORTHERLY ALONG SAID FENCE 40 RODS TO THE PLACE
OF BEGINNING; EXCEPTING THEREFROM THE FOLLOWING PARCEL OF LAND, TO-WIT:
BEGINNING AT THE CENTER OF SECTION 7; THENCE RUNNING EAST 125 FEET; THENCE SOUTH 225
FEET; THENCE WEST 125 FEET; THENCE NORTH 225 FEET TO THE POINT OF BEGINNING.

TOWNSHIP 13 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO:
SECTION 8: SOUTHEAST QUARTER; SOUTH HALF OF THE SOUTHWEST QUARTER
SECTION 17: NORTH HALF OF THE NORTHWEST QUARTER; SOUTHWEST QUARTER OF THE
NORTHWEST QUARTER; NORTHWEST QUARTER OF THE SOUTHWEST QUARTER
SECTION 18: SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; NORTHEAST QUARTER OF THE
SOUTHEAST QUARTER; ALSO, COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18;
THENCE RUNNING WEST 46.5 RODS TO A FENCE ON THE WEST SIDE OF THE COUNTY ROAD; THENCE
SOUTHERLY ALONG WEST SIDE OF SAID ROAD 40 RODS TO A PARTITION FENCE; THENCE
SOUTHWESTERLY ALONG SAID FENCE TO A POINT 18 RODS NORTH FROM THE SOUTHWEST CORNER
OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE
SOUTHWESTERLY ALONG SAID FENCE UNTIL IT INTERSECTS THE SOUTH LINE OF THE NORTH HALF
OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE EAST ON SAID LINE TO THE SOUTHEAST
CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE
NORTH 80 RODS TO THE PLACE OF BEGINNING

**Courtesy of the
ONEIDA COUNTY
ASSESSOR'S OFFICE**

6/8/2022

T-000728

Park, Max F & Noreen Trust

158620

Park Farms, LLC

20-434, 28-610, 99636, 120395, 120900, 136933, 149305, 156482

Frac N2NE

24

Beginning at a point 46½ Rods West of the Northeast corner of Section 18; thence running West 33½ Rods; thence South 62 Rods to a partition fence; thence Northeasterly along said fence 57½ Rods to a fence on the West side of the County road; thence Northerly along said fence 40 Rods to the place of beginning.
Except T-730

Courtesy of the
ONEIDA COUNTY
ASSESSOR'S OFFICE

6/8/2022

T-000731
PARK FARMS LLC

149305

20-434/25-610/99636/120395/120900/136933
Frac NWSE

34.35

ALL OF THE NW¼ SE¼ SEC 7 T 13 S R 35 EBM
EXCEPT T-729 & 730. EXCEPT 3.5 ACRES DEEDED FOR ROAD.

149305
 31 Day January 20 13
 At 3:25 o'clock P.M.
 Xela Boti
 Oneida Co. Recorder
 Fee \$ 19.00 Deputy
 Recorded at Request of
 Noreen C. Park

148186
 31 Day December 20 12
 At 11:30 o'clock A.M.
 Noreen C. Park
 Oneida Co. Recorder
 Fee \$ 22.00 Deputy
 Recorded at Request of
 Noreen C. Park

Corrected WARRANTY DEED

<u>Grantor</u>	<u>Grantee</u>
Max F. Park and Noreen C. Park, H&W Individually and as Co-Trustees of the Max F. And Noreen C. Park Family Trust 7998 Daniels Road Malad, Idaho 83252	Park Farms, LLC c/o Max F. Park and Noreen C. Park, Mgrs. 7998 Daniels Road Malad, Idaho 83252

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the Grantors hereby sell and forever transfer the following parcels of real property located in Oneida County, Idaho (the "Property") to the Grantee, including the Grantors' right, title and interest therein:

SEE EXHIBIT "A" ATTACHED HERETO AND
INCORPORATED BY REFERENCE

TOGETHER WITH AND INCLUDING any and all fixtures and improvements, any and all appurtenances, tenements, and hereditaments, and any and all rents, issues, and profits that relate or otherwise pertain to the foregoing parcels of real property.

TO HAVE AND TO HOLD the foregoing parcels of real property unto the Grantee and its successors and assigns forever.

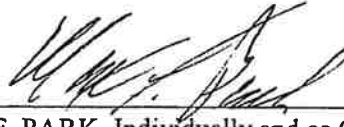
Grantor does hereby covenant with and warrant the Grantee that Grantor is lawfully seized in fee simple of the Property, has good right and lawful authority to sell and convey the Property, and that Grantor fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

149305

149130

SUBJECT TO taxes, levies, and assessments for the current year not yet due and payable and the following items: discrepancies, conflicts in boundary lines, shortage in area, encroachments, easements, right of ways, boundary line agreements, development agreements, water supply agreements, plats, covenants, conditions, restrictions, reservations, all zoning, building and use laws or restrictions; along with any state of facts that an accurate survey or inspection of the Property would show.

IN WITNESS WHEREOF, the Grantors hereunto set their hands this 26 day of December, 2012.



MAX F. PARK, Individually and as Co-Trustee of
The Max F. And Noreen C. Park Family Trust

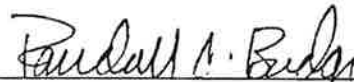
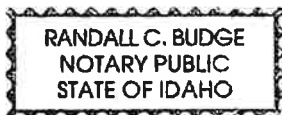


NOREEN C. PARK, Individually and as Co-Trustee
Of the Max F. And Noreen C. Park Family Trust

STATE OF IDAHO)
) ss
County of Bannock)

On the 26th day of December, 2012, before me, a Notary Public, personally appeared **Max F. Park and Noreen C. Park**, known or identified to me to be the persons who executed the foregoing Warranty Deed, and duly 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 IDAHO,
Residing at Pocatello.
My Commission Expires 10/11/2018.

149305

149180

EXHIBIT "A"

PARCEL 1:
TOWNSHIP 13 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO:
SECTION 12: SOUTH HALF OF THE SOUTHEAST QUARTER.

TOWNSHIP 12 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO:
SECTION 33: SOUTH HALF OF THE NORTHWEST QUARTER, NORTH HALF OF THE SOUTHWEST QUARTER, SOUTH HALF OF THE SOUTHWEST QUARTER.

TOWNSHIP 13 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO:
SECTION 4: LOTS 3, 4, 5, 6 AND 7; SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; EAST HALF OF THE SOUTHWEST QUARTER; WEST HALF OF THE SOUTHEAST QUARTER.
SECTION 5: SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; EAST HALF OF THE SOUTHEAST QUARTER; SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER.
SECTION 7: SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; WEST HALF OF THE SOUTHEAST QUARTER; LOTS 3 AND 4; SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; ALSO, COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE RUNNING WEST 80 RODS; THENCE NORTH 80 RODS; THENCE EAST 680 FEET; THENCE SOUTH 45° 00' EAST 530 FEET; THENCE NORTHEASTERLY TO A POINT 160 FEET SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 1160 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:
BEGINNING AT A POINT 225 FEET SOUTH OF THE CENTER OF SECTION 7, TOWNSHIP 13 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO; THENCE RUNNING EAST 200 FEET, THENCE SOUTH 225 FEET, THENCE WEST 200 FEET, THENCE NORTH 225 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:
COMMENCING BETWEEN THE NORTHWEST QUARTER OF SECTION 8 AND THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 13 SOUTH, RANGE 35 EAST OF THE BOISE MERIDIAN, ONEIDA COUNTY, IDAHO; THENCE WEST 1900 FEET; THENCE SOUTH 22° 45' WEST 387 FEET FROM A POINT OF BEGINNING. THENCE RUNNING NORTH 77° EAST 300 FEET; THENCE SOUTH 4° 10' EAST 300 FEET; THENCE SOUTH 68° 20' WEST 134 FEET TO THE COUNTY ROAD; THENCE NORTH 34° WEST ALONG SAID ROAD 300 FEET TO THE POINT OF BEGINNING.

SECTION 8: T-2066: COMMENCING AT A POINT 1675 FEET WEST OF THE NORTHEAST CORNER OF SECTION 8; THENCE RUNNING THENCE SOUTH 34° 00' WEST 70 FEET; THENCE SOUTH 23° 00' WEST 80 FEET; THENCE SOUTH 36° 00' WEST 632 FEET; THENCE SOUTH 84° 00' WEST 660 FEET; THENCE SOUTH 21° 00' WEST 520 FEET; THENCE WEST 1020 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8 THENCE NORTH 1320 FEET TO SECTION LINE; THENCE EAST 2285 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SECTION 18: LOT 1; NORTHEAST QUARTER OF THE NORTHWEST QUARTER; NORTHWEST QUARTER OF THE NORTHEAST QUARTER; ALSO, BEGINNING AT A POINT 46 1/2 RODS WEST OF THE NORTHEAST

CORNER OF SECTION 18; THENCE RUNNING WEST 33 1/2 RODS; THENCE SOUTH 62 RODS TO A PARTITION FENCE; THENCE NORTHEASTERLY ALONG SAID FENCE 57 1/2 RODS TO A FENCE ON THE WEST SIDE OF THE COUNTY ROAD; THENCE NORTHERLY ALONG SAID FENCE 40 RODS TO THE PLACE OF BEGINNING; EXCEPTING THEREFROM THE FOLLOWING PARCEL OF LAND, TO-WIT: BEGINNING AT THE CENTER OF SECTION 7; THENCE RUNNING EAST 125 FEET; THENCE SOUTH 225 FEET; THENCE WEST 125 FEET; THENCE NORTH 225 FEET TO THE POINT OF BEGINNING.

149365

149190

TOWNSHIP 13 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO:
SECTION 8: SOUTHEAST QUARTER; SOUTH HALF OF THE SOUTHWEST QUARTER
SECTION 17: NORTH HALF OF THE NORTHWEST QUARTER; SOUTHWEST QUARTER OF THE
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SOUTHEAST QUARTER; ALSO, COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18;
THENCE RUNNING WEST 46.5 RODS TO A FENCE ON THE WEST SIDE OF THE COUNTY ROAD; THENCE
SOUTHERLY ALONG WEST SIDE OF SAID ROAD 40 RODS TO A PARTITION FENCE; THENCE
SOUTHWESTERLY ALONG SAID FENCE TO A POINT 18 RODS NORTH FROM THE SOUTHWEST CORNER
OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE
SOUTHWESTERLY ALONG SAID FENCE UNTIL IT INTERSECTS THE SOUTH LINE OF THE NORTH HALF
OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE EAST ON SAID LINE TO THE SOUTHEAST
CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE
NORTH 80 RODS TO THE PLACE OF BEGINNING

Microfilm 23
 23 Day December 2004
 At 11:00 A
 Natalie A Murphy
 Fee \$ 9.00
 Recorded at Pocatello, ID
 Racine Olson, Nye, Bud
 Bailey

WARRANTY DEED

MAX F. PARK and NOREEN C. PARK, husband and wife, hereby warrant and convey to **MAX F. PARK or NOREEN C. PARK, trustees of the MAX F. AND NOREEN C. PARK FAMILY TRUST**, whose address is 7998 N. Daniels, Malad, Idaho 83252 (hereinafter referred to as "Assignees"), the following described real estate in Oneida County, State of Idaho:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED BY REFERENCE.

Dated this 10 day of December, 2004.

[Signature]
 MAX F. PARK
[Signature]
 NOREEN C. PARK

STATE OF IDAHO)
) SS:
 COUNTY OF BANNOCK)

ACKNOWLEDGMENT

Personally came before me this 10 day of December, 2004, the above named MAX F. PARK and NOREEN C. PARK, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

[Signature]
 NOTARY PUBLIC FOR IDAHO,
 Residing at Pocatello.
 My Commission Expires 10/11/2006.

PARCEL 1:

Township 13 South, Range 34 East, Boise Meridian:

Section 12: $S\frac{1}{2}SE\frac{1}{4}$

Township 12 South, Range 35 East, Boise Meridian:

Section 33: $S\frac{1}{2}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $S\frac{1}{2}SW\frac{1}{4}$

Township 13 South, Range 35 East, Boise Meridian:

Section 4: Lots 3, 4, 5, 6 and 7; $SE\frac{1}{4}NW\frac{1}{4}$; $E\frac{1}{2}SW\frac{1}{4}$; $W\frac{1}{2}SE\frac{1}{4}$

Section 5: $SE\frac{1}{4}NE\frac{1}{4}$; $SW\frac{1}{4}SE\frac{1}{4}$; $E\frac{1}{2}SE\frac{1}{4}$; $SE\frac{1}{4}SW\frac{1}{4}$

Section 7: $SE\frac{1}{4}SE\frac{1}{4}$; $W\frac{1}{2}SE\frac{1}{4}$; Lots 3 and 4; $SE\frac{1}{4}SW\frac{1}{4}$; ALSO, commencing at the SE Corner of the $NE\frac{1}{4}SW\frac{1}{4}$; thence running West 80 rods; thence North 80 rods; thence East 680 feet; thence South $45^{\circ}00'$ East 530 feet; thence Northeasterly to a point 160 feet South of the NE Corner of the $NE\frac{1}{4}SW\frac{1}{4}$; thence South 1160 feet to the point of beginning.

Section 8: T-2066: Commencing at a point 1675 feet West of the NE Corner of Section 8; thence running thence South $34^{\circ}00'$ West 70 feet; thence South $23^{\circ}00'$ West 80 feet; thence South $36^{\circ}00'$ West 632 feet; thence South $84^{\circ}00'$ West 660 feet; thence South $21^{\circ}00'$ West 520 feet; thence West 1020 feet, more or less, to the SW Corner of the $NE\frac{1}{4}NW\frac{1}{4}$ of said Section 8; thence North 1320 feet to Section line; thence East 2285 feet, more or less, to the point of beginning.

Section 9: Lots 1 and 2, and $E\frac{1}{2}NW\frac{1}{4}$; $W\frac{1}{2}NE\frac{1}{4}$

Section 18: Lot 1; $NE\frac{1}{4}NW\frac{1}{4}$; $NW\frac{1}{4}NE\frac{1}{4}$; ALSO, beginning at a point $46\frac{1}{2}$ rods West of the NE Corner of Section 18; thence running West $33\frac{1}{2}$ rods; thence South 62 rods to a partition fence; thence Northeasterly along said fence $57\frac{1}{2}$ rods to a fence on the West side of the County Road; thence Northerly along said fence 40 rods to the place of beginning; EXCEPTING THEREFROM THE FOLLOWING PARCEL OF LAND, TO-WIT: Beginning at the center of Section 7; thence running East 125 feet; thence South 225 feet; thence West 125 feet; thence North 225 feet to the point of beginning.

PARCEL 2:

Township 13 South, Range 34 East, Boise Meridian:

Section 11: SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 12: S $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$

Section 13: N $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ NW $\frac{1}{4}$

Section 14: NE $\frac{1}{4}$ NE $\frac{1}{4}$

Sections 13

and 14: All that part of the N $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 13 and the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 14 lying North and West of the County Road in what is known as Point Canyon ~~land~~ as the same is now located and running through the above-described tract of land, being approximately 60 acres, more or less.

PARCEL 3:

Township 13 South, Range 35 East, Boise Meridian:

Section 8: SE $\frac{1}{4}$; S $\frac{1}{2}$ SW $\frac{1}{4}$

Section 17: N $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$

Section 18: SE $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$; ALSO, commencing at the NE corner of said Section 18; thence running West 46.5 rods to a fence on the West side of the County Road; thence Southerly along West side of said road 40 rods to a partition fence; thence Southwesterly along said fence to a point 18 rods North from the SW Corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 18; thence Southwesterly along said fence until it intersects the South line of the N $\frac{1}{2}$ NE $\frac{1}{4}$ of said Section 18; thence East on said line to the Southeast corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 18; thence North 80 rods to the place of beginning.

ALSO, TOGETHER WITH all irrigation equipment now located on the above-described property.

SUBJECT to all existing mineral reservations, taxes and assessments, easements or claims of easements, patent reservations, rights of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to the property, as well in law as in equity, of the Grantor.

120900

RECEIVED

OCT 14 1994

Department of Lands and Survey

CORPORATION SPECIAL WARRANTY DEED

THIS INDENTURE is made this 23rd day of September, 1994, between **THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES**, a corporation, the Grantor, and **MAX F. PARK and NOREEN C. PARK**, husband and wife, whose mailing address is P.O. Box 428, Camas, Utah, 84036, the Grantee.

WITNESSETH, that the Grantor having been duly authorized by resolution of its Board of Directors, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America, and other good and valuable consideration, to it in hand paid by the Grantee, receipt of which is hereby acknowledged, has granted, and by these presents does grant and confirm unto the Grantee, and to Grantee's heirs and assigns forever, all the following described property in the County of Oneida, State of Idaho, to-wit:

PARCEL 1:

Township 13 South, Range 34 East, Boise Meridian:

Section 12: S $\frac{1}{2}$ SE $\frac{1}{4}$

Township 12 South, Range 35 East, Boise Meridian:

Section 33: S $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$

Township 13 South, Range 35 East, Boise Meridian:

Section 4: Lots 3, 4, 5, 6 and 7; SE $\frac{1}{4}$ NW $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$

Section 5: SE $\frac{1}{4}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$; E $\frac{1}{2}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$

Section 7: SE $\frac{1}{4}$ SE $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$; Lots 3 and 4; SE $\frac{1}{4}$ SW $\frac{1}{4}$; ALSO, commencing at the SE Corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$; thence running West 80 rods; thence North 80 rods; thence East 680 feet; thence South 45°00' East 530 feet; thence Northeasterly to a point 160 feet South of the NE Corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$; thence South 1160 feet to the point of beginning.

Section 8: T-2066: Commencing at a point 1675 feet West of the NE Corner of Section 8; thence running thence South 34°00' West 70 feet; thence South 23°00' West 80 feet; thence South 36°00' West 632 feet; thence South 84°00' West 660 feet; thence South 21°00' West 520 feet; thence West 1020 feet, more or less, to the SW Corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 8; thence North 1320 feet to Section line; thence East 2285 feet, more or less, to the point of beginning.

Microfilm No

120900

Day

23

1994

Fee \$

12.00

Deputy

Recorded at Request of

E. J. Quitt

Section 18: Lot 1; NE $\frac{1}{4}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ NE $\frac{1}{4}$; ALSO, beginning at a point 46 $\frac{1}{2}$ rods West of the NE Corner of Section 18; thence running West 33 $\frac{1}{2}$ rods; thence South 62 rods to a partition fence; thence Northeasterly along said fence 57 $\frac{1}{2}$ rods to a fence on the West side of the County Road; thence Northerly along said fence 40 rods to the place of beginning; EXCEPTING THEREFROM THE FOLLOWING PARCEL OF LAND, TO-WIT:
Beginning at the center of Section 7; thence running East 125 feet; thence South 225 feet; thence West 125 feet; thence North 225 feet to the point of beginning.

PARCEL 2:

Township 13 South, Range 34 East, Boise Meridian:

Section 11: SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 12: S $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$

Section 13: N $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ NW $\frac{1}{4}$

Section 14: NE $\frac{1}{4}$ NE $\frac{1}{4}$

Sections 13

and 14: All that part of the N $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 13 and the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 14 lying North and West of the County Road in what is known as Point Canyon ~~road~~ as the same is now located and running through the above-described tract of land, being approximately 60 acres, more or less.

PARCEL 3:

Township 13 South, Range 35 East, Boise Meridian:

Section 8: SE $\frac{1}{4}$; S $\frac{1}{2}$ SW $\frac{1}{4}$

Section 17: N $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$

Section 18: SE $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$; ALSO, commencing at the NE corner of said Section 18; thence running West 46.5 rods to a fence on the West side of the County Road; thence Southerly along West side of said road 40 rods to a partition fence; thence Southwesterly along said fence to a point 18 rods North from the SW Corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 18; thence Southwesterly along said fence until it intersects the South line of the N $\frac{1}{2}$ NE $\frac{1}{4}$ of said Section 18; thence East on said line to the Southeast corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 18; thence North 80 rods to the place of beginning.

ALSO, TOGETHER WITH all irrigation equipment now located on the above-described property.

SUBJECT to all existing mineral reservations, taxes and assessments, easements or claims of easements, patent reservations, rights of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to the property, as well in law as in equity, of the Grantor.

TO HAVE AND TO HOLD the above described premises and the appurtenances unto the Grantee, and to Grantee's heirs and assigns forever. Grantor does hereby provide the following and no other warranties to the Grantee: (i) that previous to the time of the execution of this Special Warranty Deed, Grantor has not conveyed the above-described property, or any right, title or interest therein, to any person other than the Grantee, and (ii) that such property is at the time of the execution of this Special Warranty Deed free from encumbrances done, made or suffered by Grantor, or any person claiming under Grantor.

In construing this deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the Grantor has set its corporate name by its duly authorized officer.

**THE EQUITABLE LIFE ASSURANCE SOCIETY
OF THE UNITED STATES**

By: *Stewart A. Parker*
Its: Vice President

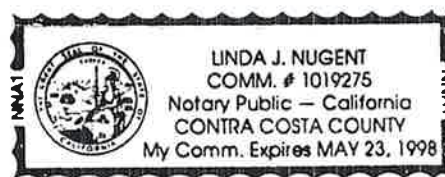
STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN JOAQUIN)

On September 23, 1994, before me, Linda J. Nugent, notary public, personally appeared Steven A. Parker personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Linda J. Nugent



120900

CORPORATION SPECIAL WARRANTY DEED

THIS INDENTURE is made this 23rd day of September, 1994, between **THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES**, a corporation, the Grantor, and **MAX F. PARK and NOREEN C. PARK**, husband and wife, whose mailing address is P.O. Box 428, Camas, Utah, 84036, the Grantee.

WITNESSETH, that the Grantor having been duly authorized by resolution of its Board of Directors, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America, and other good and valuable consideration, to it in hand paid by the Grantee, receipt of which is hereby acknowledged, has granted, and by these presents does grant and confirm unto the Grantee, and to Grantee's heirs and assigns forever, all the following described property in the County of Oneida, State of Idaho, to-wit:

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Section 12: S $\frac{1}{2}$ SE $\frac{1}{4}$

Township 12 South, Range 35 East, Boise Meridian:
Section 33: S $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$

Township 13 South, Range 35 East, Boise Meridian:

Section 4: Lots 3, 4, 5, 6 and 7; SE $\frac{1}{4}$ NW $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$

Section 5: SE $\frac{1}{4}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$; E $\frac{1}{2}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$

Section 7: SE $\frac{1}{4}$ SE $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$; Lots 3 and 4; SE $\frac{1}{4}$ SW $\frac{1}{4}$; ALSO, commencing at the SE Corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$; thence running West 80 rods; thence North 80 rods; thence East 680 feet; thence South 45°00' East 530 feet; thence Northeasterly to a point 160 feet South of the NE Corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$; thence South 1160 feet to the point of beginning.

Section 8: T-2066: Commencing at a point 1675 feet West of the NE Corner of Section 8; thence running thence South 34°00' West 70 feet; thence South 23°00' West 80 feet; thence South 36°00' West 632 feet; thence South 84°00' West 660 feet; thence South 21°00' West 520 feet; thence West 1020 feet, more or less, to the SW Corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 8; thence North 1320 feet to Section line; thence East 2285 feet, more or less, to the point of beginning.

120900

Microfilm No.

123 Day October 1994

Patricia M. Hughes

12 00

E. J. Hunt

Section 18: Lot 1: NE $\frac{1}{4}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ NE $\frac{1}{4}$; ALSO, beginning at a point 46 $\frac{1}{2}$ rods West of the NE Corner of Section 18; thence running West 33 $\frac{1}{2}$ rods; thence South 62 rods to a partition fence; thence Northeasterly along said fence 57 $\frac{1}{2}$ rods to a fence on the West side of the County Road; thence Northerly along said fence 40 rods to the place of beginning; EXCEPTING THEREFROM THE FOLLOWING PARCEL OF LAND, TO-WIT:
Beginning at the center of Section 7; thence running East 125 feet; thence South 225 feet; thence West 125 feet; thence North 225 feet to the point of beginning.

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Township 13 South, Range 34 East, Boise Meridian:

Section 11: SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 12: S $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$

Section 13: N $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ NW $\frac{1}{4}$

Section 14: NE $\frac{1}{4}$ NE $\frac{1}{4}$

Sections 13

and 14: All that part of the N $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 13 and the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 14 lying North and West of the County Road in what is known as Point Canyon ~~road~~ as the same is now located and running through the above-described tract of land, being approximately 60 acres, more or less.

PARCEL 3:

Township 13 South, Range 35 East, Boise Meridian:

Section 8: SE $\frac{1}{4}$; S $\frac{1}{2}$ SW $\frac{1}{4}$

Section 17: N $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$

Section 18: SE $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$; ALSO, commencing at the NE corner of said Section 18; thence running West 46.5 rods to a fence on the West side of the County Road; thence Southerly along West side of said road 40 rods to a partition fence; thence Southwesterly along said fence to a point 18 rods North from the SW Corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 18; thence Southwesterly along said fence until it intersects the South line of the N $\frac{1}{2}$ NE $\frac{1}{4}$ of said Section 18; thence East on said line to the Southeast corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 18; thence North 80 rods to the place of beginning.

ALSO, TOGETHER WITH all irrigation equipment now located on the above-described property.

SUBJECT to all existing mineral reservations, taxes and assessments, easements or claims of easements, patent reservations, rights of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to the property, as well in law as in equity, of the Grantor.

TO HAVE AND TO HOLD the above described premises and the appurtenances unto the Grantee, and to Grantee's heirs and assigns forever. Grantor does hereby provide the following and no other warranties to the Grantee: (i) that previous to the time of the execution of this Special Warranty Deed, Grantor has not conveyed the above-described property, or any right, title or interest therein, to any person other than the Grantee, and (ii) that such property is at the time of the execution of this Special Warranty Deed free from encumbrances done, made or suffered by Grantor, or any person claiming under Grantor.

In construing this deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the Grantor has set its corporate name by its duly authorized officer.

**THE EQUITABLE LIFE ASSURANCE SOCIETY
OF THE UNITED STATES**

By: 
Its: Vice President

120900

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN JOAQUIN)

On September 23, 1994, before me, Linda J. Nugent, notary public, personally appeared Steven A. Parker personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Linda J. Nugent



Charles A. Homer, Esq.
HOLDEN, KIDWELL, HAHN & CRAPO
330 Shoup Avenue, 3rd Floor
P.O. Box 50130
Idaho Falls, Idaho 83405
Telephone: (208) 523-0620

Attorneys for Plaintiff

120395

Notary Public
21 May 1994
By [Signature] Notary Public
Filing of [Signature]
Filed 21 May 1994 Deputy
Recorded at Request of
[Signature]

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ONEIDA

THE EQUITABLE LIFE ASSURANCE)
SOCIETY OF THE UNITED STATES,)

Case No. C-91-26

Plaintiff.)

vs.)

SHERIFF'S DEED

GARY L. HILL and KATHRYN HILL,)
husband and wife; EDNA E. HILL, a)
widow; EDNA E. HILL, as personal)
representative of the Estate of MATTHEW)
HILL, deceased; the UNITED STATES OF)
AMERICA, acting through the Farmers)
Home Administration; the FEDERAL)
DEPOSIT INSURANCE CORPORATION,)
in its corporate capacity; GERALD)
CLIFFORD COLE and KATHLEEN J.)
COLE, husband and wife; ELKHORN)
COMPANY A TRUST, an unincorporated)
organization; JOSEPH W. COWLEY and)
LINDA R. COWLEY, husband and wife;)
the UNITED STATES OF AMERICA,)
acting by and through the Internal Revenue)
Service.)

Defendants.)

120395

THIS INDENTURE is made this 5th day of May, 1994, between WILLIAM E. NEAL, the duly qualified and elected Sheriff of the County of Oneida, State of Idaho, Party of the First Part, and THE EQUITABLE ASSURANCE SOCIETY OF THE UNITED STATES, Party of the Second Part.

WHEREAS, an execution was issued out of the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Oneida, in a proceeding entitled *The Equitable Life Assurance Society of the United States v. Gary Hill and Kathryn Hill, husband and wife; Edna E. Hill, a widow; Edna E. Hill, personal representative of the Estate of Matthew Hill, deceased; the United States of America, acting through the Farmers Home Administration; the Federal Deposit Insurance Corporation, in its corporate capacity; Gerald Clifford Cole and Kathleen J. Cole, husband and wife; Elkhorn Company A Trust, an unincorporated organization; Joseph W. Cowley and Linda R. Cowley, husband and wife; the United States of America, acting by and through the Internal Revenue Service*, Case No. C 91-26, which execution was issued on the 22nd day of February, 1993, upon a Judgement recovered in said court in favor of plaintiff, which Judgment, Decree of Foreclosure and Order of Sale was entered on the 16th day of September, 1991, in favor of The Equitable Life Assurance Society of the United States, as plaintiff, and against Gary Hill and Kathryn Hill, husband and wife; Edna E. Hill, a widow; Edna E. Hill, personal representative of the Estate of Matthew Hill, deceased; the United States of America, acting through the Farmers Home Administration; the Federal Deposit Insurance Corporation, in its corporate capacity; Gerald Clifford Cole and Kathleen J. Cole, husband and wife; Elkhorn Company A Trust, an

120395

unincorporated organization: Joseph W. Cowley and Linda R. Cowley, husband and wife; the United States of America, acting by and through the Internal Revenue Service, as defendants. Pursuant to such Judgment, the Sheriff was directed and commanded to levy on, take and seize all of the estate, right of title and interest which said Judgment Debtors had in and to the lands, tenements, real estate and premises hereinafter particularly set forth and described, together with the appurtenances. The Sheriff did, on the 13th day of April, 1993, sell such premises at public auction at the courthouse door of the Oneida County Courthouse, in the City of Malad, County of Oneida, State of Idaho, at 10:00 o'clock a.m. of said day; and between the hours of 9:00 o'clock in the morning and 5:00 o'clock in the afternoon of such date, the Sheriff did, after first having given notice of the time and place of sale and by advertising the same according to law, sell said premises to The Equitable Life Assurance Society of the United States on a credit bid in the sum of FOUR HUNDRED THOUSAND and NO/100 DOLLARS (\$400,000.00), lawful money of the United States, plus costs. The Equitable Life Assurance Society of the United States was the highest bidder and such sum was the highest sum bid and the whole price paid for the same; and

WHEREAS, the undersigned as Sheriff did receive said credit bid as aforesaid and did make, execute and deliver to The Equitable Life Assurance Society of the United States a Certificate of Sale of real property, which was duly recorded in the Office of the Oneida County, Idaho, Recorder, on the 13th day of April, 1993, as Instrument No. 119007, records of Oneida County, Idaho; and

WHEREAS, one (1) year has lapsed after such sale without any redemption of the premises having been made; and

WHEREAS, The Equitable Life Assurance Society of the United States is now the legal owner and holder of such Certificate of Sale,

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that WILLIAM E. NEAL, as Sheriff of Oneida County, Idaho, by virtue of said Writ and pursuant to the statutes in such cases made and provided for and in consideration of the sum of monies above mentioned to him in hand paid as aforesaid by the Party of the Second Part, receipt and sufficiency where is hereby acknowledged, has granted, bargained, sold, conveyed and confirmed, and by these presents does grant, bargain, sell, convey and confirm unto The Equitable Life Assurance Society of the United States, its successors and assigns, all of the right, estate, title and interest which the above-mentioned Judgment Debtors, had on the 13th day of April, 1993, or which any of said parties did thereafter acquire in and to the following premises situate, lying and being in Oneida County, State of Idaho, and more particularly described as follows:

PARCEL 1:

Township 13 South, Range 34 East, Boise Meridian:

Section 12: S $\frac{1}{2}$ SE $\frac{1}{4}$

Township 12 South, Range 35 East, Boise Meridian:

Section 33: S $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$

Township 13 South, Range 35 East, Boise Meridian:

Section 4: Lots 3, 4, 5, 6 and 7; SE $\frac{1}{4}$ NW $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$

Section 5: SE $\frac{1}{4}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$; E $\frac{1}{2}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$

- Section 7: SE $\frac{1}{4}$ SE $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$; Lots 3 and 4; SE $\frac{1}{4}$ SW $\frac{1}{4}$; ALSO, commencing at the SE Corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$; thence running West 80 rods; thence North 80 rods; thence East 680 feet; thence South 45°00' East 530 feet; thence Northeasterly to a point 160 feet South of the NE Corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$; thence South 1160 feet to the point of beginning.
- Section 8: T-2066: Commencing at a point 1675 feet West of the NE Corner of Section 8; thence running thence South 34°00' West 70 feet; thence South 23°00' West 80 feet; thence South 36°00' West 632 feet; thence South 84°00' West 660 feet; thence South 21°00' West 520 feet; thence West 1020 feet, more or less, to the SW Corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 8; thence North 1320 feet to Section line; thence East 2285 feet, more or less, to the point of beginning.
- Section 18: Lot 1; NE $\frac{1}{4}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ NE $\frac{1}{4}$; ALSO, beginning at a point 46 $\frac{1}{2}$ rods West of the NE Corner of Section 18; thence running West 33 $\frac{1}{2}$ rods; thence South 62 rods to a partition fence; thence Northeasterly along said fence 57 $\frac{1}{2}$ rods to a fence on the West side of the County Road; thence Northerly along said fence 40 rods to the place of beginning; EXCEPTING THEREFROM THE FOLLOWING PARCEL OF LAND, TO-WIT: Beginning at the center of Section 7; thence running East 125 feet; thence South 225 feet; thence West 125 feet; thence North 225 feet to the point of beginning.

PARCEL 2:

Township 13 South, Range 34 East, Boise Meridian:

Section 11: SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 12: S $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$

Section 13: N $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ NW $\frac{1}{4}$

Section 14: NE $\frac{1}{4}$ NE $\frac{1}{4}$

Sections 13

and 14: All that part of the N $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 13 and the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 14 lying North and West of the County Road in what is known as Point Canyon Road as the same is now located and running through the above-described tract of land, being approximately 60 acres, more or less.

120295

PARCEL 3:

Township 13 South, Range 35 East, Boise Meridian:

Section 8: SE $\frac{1}{4}$: S $\frac{1}{2}$ SW $\frac{1}{4}$

Section 17: N $\frac{1}{2}$ NW $\frac{1}{4}$: SW $\frac{1}{4}$ NW $\frac{1}{4}$: NW $\frac{1}{4}$ SW $\frac{1}{4}$

Section 18: SE $\frac{1}{4}$ NE $\frac{1}{4}$: NE $\frac{1}{4}$ SE $\frac{1}{4}$: ALSO, commencing at the NE corner of said Section 18; thence running West 46.5 rods to a fence on the West side of the County Road; thence Southerly along West side of said road 40 rods to a partition fence; thence Southwesterly along said fence to a point 18 rods North from the SW Corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 18; thence Southwesterly along said fence until it intersects the South line of the N $\frac{1}{2}$ NE $\frac{1}{4}$ of said Section 18; thence East on said line to the Southeast corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 18; thence North 80 rods to the place of beginning.

ALSO, TOGETHER WITH the following irrigation equipment which is appurtenant to said lands:

2240 feet of 6" mainline
approximately 1 $\frac{1}{2}$ miles of 8" mainline
5 sets of handline
2 wheel lines

TOGETHER WITH all accessories and equipment in connection therewith and situate upon the property before described.

TOGETHER WITH all and singular tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the above mentioned and described premises with the appurtenances unto The Equitable Life Assurance Society of the United States, its successors and assigns forever, as fully and absolutely as he, the Sheriff aforesaid, can, or ought, by

120395

virtue of the said Writ and of the statutes in such cases made and provided, to grant, bargain, sell, release, convey and confirm the same.

IN WITNESS WHEREOF, the said Sheriff, the Party of the First Part to these presents, has hereunto set his hand the day and year first above written.

William E. Neal
William E. Neal, Sheriff of Oneida County

STATE OF IDAHO)
)ss.
County of Oneida)

On the 20th day of May, 1994, before me, the undersigned, a notary public, in and for the State of Idaho, personally appeared WILLIAM E. NEAL, known or identified to me to be the Sheriff of Oneida County, Idaho, and the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as Sheriff of Oneida County, Idaho.

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



Frederick E. Fiedler
Notary Public for Idaho
Residing at Oneida County, Idaho
My Commission Expires: 2.2.99

G:\WPDATA\CAH\6940\SHERIFF\ONEIDA

WARRANTY DEED

For Value Received

WILLIAM COLTON, JR. and ALFREDA JOYCE COLTON, husband and wife,
the grantors, do hereby grant, bargain, sell and convey unto

GARY L. HILL and KATHRYN T. HILL, husband and wife,
whose current address is

Route #1, Malad City, Idaho 83252

the grantee s, the following described premises, in Oneida County Idaho, to wit:

Township 13 South, Range 35 East, Boise Meridian:

Section 7: SE $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, EXCEPTING THEREFROM THE FOLLOWING
PARCEL OF LAND; to-wit: Beginning at the center of Section
7, thence running East 125 feet, thence South 225 feet,
thence West 125 feet, thence North 225 feet to the point
of beginning. ALSO EXCEPTING THEREFROM the NW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 18: NW $\frac{1}{4}$ NE $\frac{1}{4}$, ALSO, Beginning at a point 46 $\frac{1}{2}$ rods West
of the NE Corner of Sec. 18, thence running West 33 $\frac{1}{2}$ rods,
thence South 62 rods to a partition fence, thence Northeasterly
along said partition fence 57 $\frac{1}{2}$ rods to a fence on the West side
of the County road, thence Northerly along said fence 40 rods
to the place of beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees,
their heirs and assigns forever. And the said Grantors do hereby covenant to and
with the said Grantee s, that the y are the owner s in fee simple of said premises; that they are free
from all incumbrances

and that the y will warrant and defend the same from all lawful claims whatsoever.

Dated: July 11, 1979.

X William Colton, Jr.
WILLIAM COLTON, JR.
X Alfreda Joyce Colton
ALFREDA JOYCE COLTON

STATE OF IDAHO, COUNTY OF ONEIDA
On this 11th day of July, 1979,
before me, a notary public in and for said State, personally
appeared

WILLIAM COLTON, JR. and ALFREDA
JOYCE COLTON

known to me to be the person s whose name s are
subscriber' to the within instrument, and acknowledged to
me that they executed the same.

E. L. Scott

Notary Public
, Idaho

Residing at Malad
Comm. Expires Life

state of Idaho, County of Oneida: ss. #39636
I hereby certify that this instrument was filed for record at
request of E. L. Scott at 4:00 minutes past 2
o'clock P.M. this 12 day of July, A.D., 1979 in my office
and duly recorded on Film as Ind. No. #99636
Fee \$7.00 Joyce H. Hadenberger
Ex-Officio Recorder

By _____
Deputy

WARRANTY DEED

For Value Received

MYRON JONES, JR. and NOLA C. JONES, husband and wife,
the grantors, do hereby grant, bargain, sell and convey unto

GARY L. HILL and KATHRYN T. HILL, husband and wife,
whose current address is

Route #1, Malad City, Idaho 83252

the grantee s, the following described premises, in Oneida County Idaho, to wit:

SEE SCHEDULE "A" ATTACHED HERETO

TOGETHER WITH all water and water rights, ditches and ditch
rights used thereon or appurtenant thereto, and in particular
a 50% interest in the waters of Elkhorn Creek.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees,
their heirs and assigns forever. And the said Grantors do hereby covenant to and
with the said Grantees, that they are the owner s in fee simple of said premises; that they are free
from all incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: July 12, 1979.

X Myron Jones Jr.
MYRON JONES, JR.
X Nola C. Jones
NOLA C. JONES

STATE OF IDAHO, COUNTY OF ONEIDA

On this 12th day of July, 1979
before me, a notary public in and for said State, personally
appeared

MYRON JONES, JR. and NOLA C. JONES

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

Gavin L. Hill
Notary Public
Residing at Malad, Idaho
Comm. Expires Life

State of Idaho, County of Oneida: ss. **#99681**
I hereby certify that this instrument was filed for record at
request of E. D. Hill at 30 minutes past
o'clock P.M. this 22 day of July A.D., 19 79 in my office
and duly recorded on Film of 104 No. 104
Fee 4.00
Ex-Officio Recorder

By _____
Deputy

SCHEDULE "A" to Warranty Deed dated July 12, 1979,
executed by Myron Jones, Jr. and Nola C. Jones in
favor of Gary L. Hill and Kathryn T. Hill

PARCEL 1:

Township 13 South, Range 34 East, Boise Meridian:
Section 12: $S\frac{1}{2}SE\frac{1}{4}$

Township 12 South, Range 35 East, Boise Meridian:
Section 33: $S\frac{1}{2}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $S\frac{1}{2}SW\frac{1}{4}$

Township 13 South, Range 35 East, Boise Meridian:

Section 4: Lots 3, 4, 5, 6 and 7; $SE\frac{1}{4}NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$

Section 5: $SE\frac{1}{4}NE\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$

Section 7: Lots 3 and 4, $SE\frac{1}{4}SW\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}SE\frac{1}{4}$, ALSO,

Commencing at the SE Corner of the $NE\frac{1}{4}SW\frac{1}{4}$,
thence running West 80 rods; thence North
80 rods; thence East 680 feet; thence South
45°00' East 530 feet; thence Northeasterly
to a point 160 feet South of the NE Corner
of the $NE\frac{1}{4}SW\frac{1}{4}$, thence South 1160 feet to the
point of beginning; EXCEPTING THEREFROM THE
FOLLOWING PARCEL OF LAND, TO-WIT: Beginning
at the center of Sec. 7, thence running East
125 feet, thence South 225 feet, thence West
125 feet, thence North 225 feet to the point
of beginning.

Section 8: T-2066: Commencing at a point 1675 feet West
of the NE Corner of Sec. 8, thence running
South 34°00' West 70 feet, thence South
23°00' West 80 feet, thence South 36°00'
West 632 feet, thence South 84°00' West
660 feet, thence South 21°00' West 520
feet, thence West 1020 feet, more or less,
to the SW Corner of the $NE\frac{1}{4}NW\frac{1}{4}$ of said
Sec. 8, thence North 1320 feet to Section
line, thence East 2285 feet, more or less,
to the point of beginning.

Section 18: Lot 1, $NE\frac{1}{4}NW\frac{1}{4}$.

PARCEL 2:

Township 13 South, Range 34 East, Boise Meridian:

Section 11: $SE\frac{1}{4}SE\frac{1}{4}$

Section 12: $S\frac{1}{4}NW\frac{1}{4}$, $SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$

Section 13: $N\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}NW\frac{1}{4}$

Section 14: $NE\frac{1}{4}NE\frac{1}{4}$

Sections 13 and 14: All that part of the $N\frac{1}{2}SW\frac{1}{4}$ of Sec.
13 and the $E\frac{1}{2}SE\frac{1}{4}$ of Sec. 14 lying North and West
of the County Road in what is known as Point Canyon
as the same is now located and running through the
above-described tract of land, being approximately
60 acres, more or less.

THIS INDENTURE, Made this 28th day of April, 1953.
between Edward N. Hill and wife, Annie Hill
of Malad, State of Idaho, the parties of the first part, and
Matthew Hill
of Malad, 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 \$40,000.00 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, have granted, bargained
and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said parties
of the second part, and to his heirs and assigns forever, all of the following described real estate,
situated in the County of Oneida, State of Idaho, to-wit:

the Southeast quarter, and the South half of the Southwest
quarter of Section 8; the North half of the Northwest quarter,
the Northwest quarter of the Southwest quarter, and the Southwest
quarter of the Northwest quarter of Section 17; the Southeast
quarter of the Northeast quarter, and the Northeast quarter of
the Southeast quarter of Section 18, Township 13 South, Range 35
East, Boise Meridian; also,
Tax #172: Beginning at the NE Corner of Section 18, Tp. 13 S.
R. 35 EBM, thence running South 80 rods, thence West 80 rods, thence
North 18 rods, thence North 63°00' East 57.5 rods, thence North 25°50'
West 40 rods, thence East 46.5 rods, to point of beginning,
containing in all 506.22 acres

Also, one-half interest in the waters of Elkhorn Creek

TOGETHER, With all and singular the tenements, hereditaments and appurtenances thereunto be-
longing or in anywise appertaining, the reversion and reversions, remainder and remainders, rents,
issues and profits thereof; and all estates, right, title and interest in and to the said property, as well
in law as in equity, of the said parties of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together
with the appurtenances, unto the parties of the second part, and to his heirs and assigns for-
ever; 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, his heirs
and assigns, against the said parties of the first part, and their heirs, and against
all and every person and 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 the day and year first above written.

Signed and Delivered In the Presence of

Edward N. Hill
Christine Hill

STATE OF IDAHO,

County of Oneida

ss.

On this 28th day of April in the year 1953, before me

T.E. Ray

..... a Notary Public and for said State, personally appeared Edward N. Hill and wife, Annie Hill

known 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 in this certificate first above written.

Notary Public for the State of Idaho

(Seal)

Residing at Malad Idaho

No. 88432

WARRANTY DEED

Edward N. Hill and wife

Matthew Hill

Dated April 28, 1953

STATE OF IDAHO

County of Oneida

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

at 40 minutes past 3 o'clock P. M. this 24th day of March, A. D. 1953

In my office and duly recorded in Book

of 1, page 1 at page

Official Recorder

By Melba Jensen Deputy

Fees \$ 2.00

Mall to

NEW YORK CO. PRINTERS & BINDERS, 1334/7
 The Present No. 5 926

WARRANTY DEED

THIS INDENTURE, Made this 2nd day of January, 1940, in the year of our Lord one thousand nine hundred and , between
Lewey E. Jones and his wife Ione Evans Jones
of Malad City, County of Oneida, State of Idaho
the parties of the first part, and David E. Jones Jr.

WITNESSETH, That the said part 108 of the first part, for and in consideration of the sum of One Dollar and other valuable considerations, ----- DOLLARS, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all of the following described real estate, situated in ----- County of ----- State of Idaho, to-wit:

is a interest in and to certain lots pieces or parcels of land, and water rights herein described, lying and being in the Blaine district County of Nevada and State of Idaho, and particularly described as follows, to-wit: The Southeast quarter of the Southeast quarter (SE 1/4) and the West half of the Southeast quarter (W 1/2) of Section Seven (7) and the Northeast quarter of the Northeast quarter (NE 1/4) of Section Eighteen (18) in Township thirteen (13) South, range Thirty-five East of the Boise Meridian, in Idaho, containing one hundred Sixty (16) acres; also beginning at a point 482 rods West of the Northeast corner of Section Eighteen (18) Township Thirteen (13) South, range thirty-five (35) East of the Boise Meridian; thence running West 33 rods; thence South 60 rods to a partition fence; thence South easterly along said fence 571 rods to a fence on the West side of the County road; thence North westerly along said fence 1/2 rods to the place of beginning; certain therefor the following described parcels or pieces of land, to-wit: Beginning at the center of Section Seven (7) Township Thirteen (13) South range Thirty-five East of the Boise Meridian; thence running East 1 1/2 feet; thence South 225 feet; thence West 125 feet; thence North 225 feet to the place of beginning; containing 1/8 of an acre, more or less; also from the corner between the Northwest quarter of Section Eight (8) and the South east quarter of Section Seven (7), Township Thirteen (13) South range Thirty-five (35) East of the Boise Meridian, thence West 1900 feet; thence South 22° 45' West 31 feet for a point of beginning; thence running North 77° East 360 feet; thence South 22° 45' West 31 feet for a point of beginning; thence running North 77° East 360 feet; thence North 22° 45' West along said road 300 feet to the point of beginning. This tract also includes the following

TOGETHER, With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertain-
ing, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and
to the said property, as well in law as in equity, of the said part 103 of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the part of the second part, and to his heirs and assigns forever, and the said part of the first part, and heirs, the said premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said part of the first part, and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

water rights of Elk Horn Creek in said County and State, the same consisting of shares of the St. John Irrigating Company, a corporation in said County and State. Also Excepting therefrom the following described parcel of land: beginning at the Southeast ~~quarter~~ corner of the Northwest quarter of the Northeast quarter of Section 12 Township 12 North, Range Thirty-five (35) East of the Boise Meridian; thence running west Eighty (80) rods; thence North Eighty (80) rods to the Section line between Sections eighteen (18) and seven (7); thence East 880 feet to the west bank of said stream; thence south east

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

may or may not be the last above described record in the
books of records of said county relating to the dissolution of
partnership between the parties first part and the party of the second part.

Given under my hand and seal of office at New York City,
New York, this _____ day of _____, 19____.

Clerk of the County of _____

STATE OF IDAHO, }
COUNTY OF } ss.

On this 10th day of January, in the year 1940, before me
a Notary Public in and for said State, personally appeared Dewey H. Jones and his wife Lore Wynne Jones,

known to me to be the person s whose name s 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 _____, Idaho.

STATE OF IDAHO, }
COUNTY OF ONEIDA, } ss. COMPARED

Filed for record this 21 st day of March , A. D. 19 40 , at 11:15 o'clock P. M.

John H. Wallistan

Ex-Officio Recorder.

By

Deputy.

Instrument No. 47321

ONLY ON, HERE, DAY AND YEAR

THIS INDENTURE, Made this 13th day of August in the year of our Lord one thousand nine hundred and Thirty between David P. Jones and Mary R. Jones, husband and wife

of Malad City County of Oneida State of Idaho the parties of the first part, and
David P. Jones Jr and Dewey T. Jones

of Malad County of Oneida 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

One Dollar and valuable consideration 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, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, and to their heirs and assigns forever, all the following described real estate situated in Elkhorn in Oneida County, State of Idaho, to-wit: The Southeast quarter of the Southeast quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) and the West half of the Southeast quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Seven (7) and the Northwest quarter of the Northeast quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Eighteen (18) in Township Thirteen (13) South, Range Thirty-five (35) East of the Boise Meridian, in Idaho, containing One Hundred Sixty (160) acres; Also beginning at a point 46 $\frac{1}{2}$ rods West of the Northeast corner of Section Eighteen (18) Township Thirteen (13) South, Range Thirty-five (35) East of the Boise Meridian; thence running West 33 $\frac{1}{2}$ rods; thence South 62 rods to a partition fence; thence Northeasterly along said fence 57 $\frac{1}{2}$ rods to a fence on the West side of the County Road; thence Northerly along said fence 40 rods to the place of beginning; excepting therefrom the following described parcels or pieces of land to wit, beginning at the center of Section Seven (7) Township Thirteen (13) South, Range Thirty-five (35) East of the Boise Meridian; thence running East 125 feet; thence South 225 feet; thence West 125 feet; thence North 225 feet to the place of beginning, containing 2/3 acres of an acre, more or less; also from the corner between the Northwest quarter of Section Eight (8) and the Southeast quarter of Section Seven (7) Township Thirteen (13) South of Range Thirty-five (35) East of the Boise Meridian thence West 1900 feet; thence South 22 degrees 45' West 387 feet for a point of beginning; thence running North 77 degrees East 300 feet; thence South 4 degrees 10' East 300 feet; thence South 68 degrees 20' West 134 feet to the County Road; thence North 34 degrees West along said road 300 feet to the point of beginning; Said grant also includes One-half of all the water rights of Elk horn Creek in said County and State, the same consisting of Shares of the Saint John Irrigating Company, a corporation in said County and State.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estates, right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, 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 a 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 and 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

D. W. Thomas

David P. Jones (SEAL)

Mary R. Jones (SEAL)

(SEAL)

(SEAL)

STATE OF Idaho }
County of Oneida } ss.

On this 13th day of August in the year 1930 before me,

D. W. Thomas a Notary Public in and for said County, personally appeared

David P. Jones and Mary R. Jones, 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.

(SEAL) D. W. Thomas
Notary Public residing at Malad Idaho

(SEAL)
Commission Expires

Filed for record this 22nd day of Sept A. D. 1930 at 9-00 o'clock A. M.

J. V. Lykins

Ex-Officio Recorder.

By Deputy.

Book 28 Pages

CATION PRINTERS, CALDWELL, IDAHO 83725

Instrument No. 74521

WARRANTY DEED

THIS INDENTURE, Made this 3rd day of January, in the year of our Lord one thousand nine hundred and Forty-nine, between David P. Jones Jr. and his wife Gladys F. Jones.

of Malad City, County of Oneida, State of Idaho,
the parties of the first part, and Myron T. Jones Jr.

of Malad City, County of Oneida, State of Idaho,
the part y of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Fifteen Thousand and no/100-----DOLLARS, lawful money of the United States of America, to them in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, and sold, and by these presents do we grant, bargain, sell, convey and confirm unto the said part y of the second part, and to his heirs and assigns forever, all of the following described real estate, situated in Elkhorn, County of Oneida, State of Idaho, to-wit:

Southeast quarter of the Southeast quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$), and the West half of Southeast quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$) of Sec. 7; and the Northwest quarter of the Northeast quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Sec. 18; all in Township 13 South Range 35 East of the Boise Meridian, containing 160 A.

Also beginning at a point 46 $\frac{1}{2}$ rods West of the Northeast corner of Sec. 18 Twp. 13 S.R. 35EBM; thence running West 33 $\frac{1}{2}$ rods; thence South 62 rods to a partition fence; thence Northeasterly along said fence 57 $\frac{1}{2}$ rods to a fence on the West side of the County road; thence Northerly along said fence 40 rods to the place of beginning.

Also $\frac{1}{2}$ of all the water rights of Elkhorn Creek in said County and State. The same consisting of shares of the St. John Irrigation Co. a corp. of said County and State.

Excepting therefrom the following described parcels of land to-wit:

Beginning at the center of Sec. 7, Twp. 13, S.R. 35 EBM; thence running East 125 feet; thence south 225 feet; thence West 125 feet; thence North 225 feet to the place of beginning, containing 2/3 of an Acre. Book 17 page 52. Kelley

Also excepting therefor the following described parcel of land;

Beginning at the Southeast corner of the Northwest quarter of the Northeast quarter of Sec. 18, Twp. 13 S.R. 35 EBM; thence running West 80 rods; thence North 80 rods to the Section line between Section 18 and 7; thence East 880 feet to the West Bank of the Malad River; thence Southeast along the West bank of said Malad River in its meandering course to the place of beginning. (Book 20 of Deeds page 435.) Also all Road Right-of-Ways Deeds to the State of Idaho, (in Book 25 of Deeds page 486 and 441.) \$16.50 Documentary Stamps attached.

TOGETHER, With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the part y of the second part, and to his 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 part y of the second part, his heirs and assigns, against the said parties of the first part, and their heirs, and against all and every person and 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

/s/ David P. Jones Jr. (SEAL)

/s/ Gladys F. Jones (SEAL)

(SEAL)

(SEAL)

STATE OF IDAHO, } ss.
COUNTY OF Oneida

On this 1st day of August in the year 1951, before me, John H. McAllister, Notary Public in and for said State, personally appeared David P. Jones Jr. and Gladys F. Jones, 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.

(Seal) /s/ John H. McAllister

Clerk of the District Court, Malad, Idaho.

STATE OF IDAHO, } ss.
COUNTY OF ONEIDA

Filed for record this 11th day of March, A.D. 1954, at 9:30 o'clock P. M.

John H. McAllister

Ex-Officio Recorder.

By Cleon Williams

Deputy.

x Deeds

Inst No. 3166

This Indenture, Made this 23rd day of September in the year of our Lord
one thousand nine hundred and Thirteen between David P. Jones

of Malad City County of Orinda State of Idaho party
of the first part, and Edward H. Hill

of Malad City County of Orinda State of Idaho
the party of the second part, WITNESSETH: That the said party of the first part, for and in consideration of the sum of
one Dollars,

Lawful Money of the United States of America, to him in hand paid by the said party of the
second part, the receipt whereof is hereby acknowledged, he S... Granted, Bargained and Sold, and by these presents do Grant,
Bargain, Sell, Convey and Confirm unto the said party of the second part, and to his heirs and assigns, forever, all
the following described real estate, situated in Orinda County, State of Idaho, to-wit:

beginning at a point 80 Rods west and 62 Rods South of
the North East Corner of Section 18 Tp. 13 S. R. 35 E. B. M. and
running thence South-west along a division fence until
the said fence crosses the South line of the N 1/2 NE 1/4 said
Section 18; thence East to the SW corner of the NE 1/4 NE 1/4 said
Section 18; thence North 18 rods to beginning.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said party of the first part:

TO HAVE AND TO HOLD all and singular the above mentioned and described premises, together with the appurtenances unto the party of the second part, and to his heirs and assigns, forever. And the said party of the first part, and his heirs, the said premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said party of the first part, and his heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will WARRANT and by these presents forever DEFEND.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal, the day and year first above written.

Signed, Sealed and Delivered in the Presence of

D. L. McDougall

D. P. Jones (SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF IDAHO,

County of ss.

On this 25 day of September 1905, before me,

D. L. McDougall a Notary Public in and for said County, personally appeared David P. Jones

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same. And on this 25 day of September in the year 1905, before me, the officer above described, personally appeared David P. Jones known to me to be the person whose name is subscribed to the within instrument, described as a married woman, and upon an examination without the hearing of her husband, I made her acquainted with the contents of the instrument, and thereupon she acknowledged to me that she executed the same, and that she does not wish to retract such execution.



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

My commission expires 190

Filed for Record the 25 day of Sept A. D. 1905, at 10 o'clock A. M.

By W. H. Williams Deputy.

W. H. Williams
Ex-Officio Recorder.

HOMESTEAD RECORD.

THE UNITED STATES OF AMERICA

Filed for Record and Recorded this 4th day ofTO
Henry ThomasJune 1887 at 10 o'clock A.M.H. R. Coats Recorder.

By _____ Deputy Recorder.

HOMESTEAD CERTIFICATE No. 583APPLICATION 102

THE UNITED STATES OF AMERICA.

To all to Whom these Presents shall come, Greeting:

Whereas, There has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Blackfoot Idaho Territory, whereby it appears that, pursuant to the Act of Congress approved 20th May, 1862, "TO SECURE HOMESTEADS TO ACTUAL SETTLERS ON THE PUBLIC DOMAIN," and the acts supplemental thereto, the claim of

Henry Thomas
has been established and duly consummated, in conformity to law, for the East half of the North East quarter of section eighteen and the South West quarter of the North West quarter and the North West quarter of the Southwest quarter of section seventeen in Township thirteen South of range thirty-five East of Boise Meridian in Blaine County containing one hundred and fifty acres

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General.

Now Know Ye, that there is, therefore, granted by the UNITED STATES unto the said Henry Thomas
the Tract of Land above described:

To Have and to Hold the said Tract of Land, with the appurtenances thereof, unto the said Henry Thomas
and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

In Testimony Whereof, I Grove Cleveland

PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the ninth day of March, in the year of our Lord one thousand eight hundred and Eighty eight, and of the Independence of the United States the one hundred & twelfth

BY THE PRESIDENT,

Grove ClevelandBy M. C. Keorn

Secretary.

H. R. Coats

Recorder of the General Land Office.



DEED

Smith Printing Co., Printers and Binders, Boise, Idaho.

DEED.

This Indenture, Made this 17th day of July, in the year of our Lord one thousand eight hundred and ninety eight, between Samuel Thomas (his wife) of Idaho County of Ada, State of Idaho the part 1st of the first part, and Samuel Thomas, William H. Thomas and Lawrence Thomas of Idaho County of Ada, State of Idaho, part 2d of the second part,

Witnesseth, That the said part 1st of the first part, for and in consideration of the sum of Two thousand DOLLARS, Lawful money of the United States of America, to them in hand paid by the said part 2d of the second part, the receipt whereof is hereby acknowledged, ha GRANTED, BARGAINED and SOLD and by these presents do GRANT, BARGAIN, SELL, CONVEY and CONFIRM unto the said part 2d of the second part, and to their heirs and assigns FOREVER, all the following described real estate situate in Idaho, County of Ada, State of Idaho, to-wit:

The first half of the north East Quarter of Section 18 of the south West Quarter of the North West Quarter of the North West Quarter of the South West Quarter of Section 17, Town 4 N, Range 3 E, of Boise Meridian containing one hundred and fifty acres, together with all water rights and riparian rights which have been used thereon particularly of one half mile or more in the waters of what is known as Elk Horn Creek.

Together With all and singular tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right title and interest in and to the said property, as well in law as in equity, of the said part 1st of the first part:

To Have and to Hold All and the singular, the above mentioned and described premises, together with appurtenances, unto the part 2d of the second part, and to their heirs and assigns forever. And the said part 2d of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said part 2d of the second part, their heirs and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will **WARRANT** and by these presents forever **DEFEND**.

This Indenture, Made this 20 day of September in the year of our Lord one thousand nine hundred and Five between David M. Thomas and his wife Sarah J. Thomas, William H. Thomas and his wife Sarah J. Thomas and Llewellyn Thomas (a single man) of Malad City County of Orinda State of Idaho of the first part, and Edward N. Hill

of St. John County of Orinda State of Idaho

the party of the second part, WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Five Thousand Dollars,

Lawful Money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have Granted, Bargained and Sold, and by these presents do Grant, Bargain, Sell, Convey and Confirm unto the said party of the second part, and to his heirs and assigns, forever, all the following described real estate, situated in Orinda County, State of Idaho, to-wit:

N 1/4 S 1/4 and S 1/4 N 1/4 Section 17 and the SE 1/4 NE 1/4 Section 18 T4 13 S. R. 35 E. B. M.

also Commencing at the North East corner of Section 18 Same Township and Range and Running thence West 46 1/2 Rods, to a fence on the west side of the County road; Thence Southwesterly along west side of said Road 40 Rods, to a partition fence; Thence Southwesterly along said fence, to a point 18 rods North from the SW corner NE 1/4 NE 1/4 said Section 18; Thence Southwesterly along said fence until it intersects the South line of the North half of the NE 1/4 said Section 18; Thence East on said line, to the South East corner of the NE 1/4 NE 1/4 said Section 18. Thence North 80 Rods, to the place of beginning, also all Water Rights and privileges, belonging to or used on the said premises.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said part 1st of the first part:

TO HAVE AND TO HOLD all and singular the above mentioned and described premises, together with the appurtenances unto the part 2d of the second part, and to his heirs and assigns, forever. And the said part 1st of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said part 2d of the second part. his heirs and assigns, against the said part 1st of the first part, and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will WARRANT and by these presents forever DEFEND.

IN WITNESS WHEREOF, The said part 1st of the first part hereunto set their hand and seal 2d, the day and year first above written.

Signed, Sealed and Delivered in the Presence of

D. L. McDougall

David M. Thomas (SEAL)
Sarah J. Thomas (SEAL)
William H. Thomas (SEAL)
Sarah J. Thomas (SEAL)
Llewellyn Thomas (SEAL)

STATE OF IDAHO,

County of Conida ss.

On this 23rd day of September, 1905, before me,

D. L. McDougall a Notary Public in and for said County personally appeared David M. Thomas, William H. Thomas & Llewellyn Thomas

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that he executed the same. And on this 23rd day of September in the year 1905, before me, the officer above described, personally appeared Sarah J. Thomas and Sarah J. Thomas ^{W. H. Thomas} known to me to be the persons whose names is subscribed to the within instrument, described as a married woman; and upon an examination without the hearing of her husband, I made her acquainted with the contents of the instrument, and thereupon she acknowledged to me that she executed the same, and that she does not wish to retract such execution.

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

My commission expires 190

D. L. McDougall
Notary Public

Filed for Record the 25th day of September, A. D. 1905, at 12:50 o'clock A. M.

By W. D. Williams Deputy.

W. H. Richards
Ex-Officio Recorder.



IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

August 15, 2022

MAX F & NOREEN C PARK FAMILY TRUST
7998 N DANIELS RD
MALAD CITY ID 83252-6531

Re: Change in Ownership for Water Right No(s): 15-4043

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.

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 Amanda.veibell@idwr.idaho.gov or (208) 287-4945.

Sincerely,

Amanda Johnson-Veibell
Technical Records Specialist 1

Enclosure(s)



7-14-2022

Please refer to
email from "maxandnoreen@
gmail.com" for all
legal documentation.

sent 7-14-2022

2 Separate emails

Noeen Park

RECEIVED

JUL 19 2022

DEPARTMENT OF
WATER RESOURCES

Veibell, Amanda

From: Max Park <maxandnoreen@gmail.com>
Sent: Thursday, July 14, 2022 4:20 PM
To: Veibell, Amanda
Subject: Re: Water right chain of title

Payment and form is in the mail sent today. Thanks

Get [Outlook for iOS](#)

From: Veibell, Amanda <Amanda.Veibell@idwr.idaho.gov>
Sent: Thursday, July 14, 2022 4:13:59 PM
To: Max Park <maxandnoreen@gmail.com>
Subject: RE: Water right chain of title

The Idaho Dept. of Water Resources (Department) has received your attachments labeled Water 1 and Water 2. If you intended to submit a Notice in Change of Water Right Ownership (Notice), please fill out the appropriate [form](#) (which is also the first page in the document labeled Water 2 PDF) and submit the form with the appropriate fee.

If you would like to submit the Notice electronically, it must be emailed to file@idwr.idaho.gov per IDAPA 37.01.01.053. Please note, that the filled-out form will not be considered complete until the required payment is received. The Department is not able to process payments over the phone or via the internet at this time.

Amanda Johnson-Veibell



From: Max Park <maxandnoreen@gmail.com>
Sent: Thursday, July 14, 2022 11:17 AM
To: IDWR File <file@idwr.idaho.gov>
Subject: Water right chain of title

Sent from my iPhone

Veibell, Amanda

From: Max Park <maxandnoreen@gmail.com>
Sent: Thursday, July 14, 2022 11:17 AM
To: IDWR File
Subject: Water right chain of title
Attachments: Water 1.pdf

Sent from my iPhone