

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 85565

MINIMUM REQUIREMENTS CHECKLIST

TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule, Part 2A reports and additional Part 2B forms are available from any Department office or on the Department's website at idwr.idaho.gov.

Name of Applicant(s) A.W. Hardy Family Investments, Ltd., Steven L. Hardy as Trustee

Check whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.

Yes N/A * Means the item is always required and must be included with the application.

- ☒ * Completed Application for Transfer of Water Right form, Part 1.
- ☒ * Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
- ☒ * Application for Transfer Part 2A. Attach a Part 2A report describing each water right in the transfer as currently recorded.
- ☒ ☐ Complete and attach an Application for Transfer Part 2B for each water right for which only a portion is proposed to be changed through this transfer application.
- ☒ * Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
- ☒ * Correct fee submitted with transfer application form. (Fee schedule is on website and instructions for application for transfer.)

Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-10.

- ☒ ☐ #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- ☒ ☐ #2a Water Right ownership documentation if Dept. records do not show the applicant as the current water right owner. **
- ☒ ☐ #2b If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s).**
** Additional fee(s) required for water right ownership changes; see fee schedule.
- ☒ ☐ #3 Documentation of authority to make the change if the applicant is not the water right owner.
- ☒ ☐ #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
- ☒ ☐ #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at idwr.idaho.gov/water-rights/transfers/resources.html.
- ☐ ☒ #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- ☒ * #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- ☒ ☐ #7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. If some or all of any right is leased to the Water Supply Bank, you must also show the specific location and/or acres to be idled at the new, proposed place of use to satisfy lease requirements.
- ☐ ☒ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.) Additional fee required for proposed changes to nature of use; see fee schedule.
- ☐ ☒ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☐ ☒ #9 Water Supply Bank information for all rights proposed for transfer and currently leased to the Bank. (Attachment WSB)
- ☒ ☐ #10 Other. Please describe: Spreadsheet summary & Prairie Estates Subdivision Replat

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

NOV 12 2021

**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1**

Department of Water Resources
Eastern Region

Name of Applicant(s) A.W. Hardy Family Investments, Ltd., Steven L. Hardy as Trustee Phone 801-553-3500
Mailing address 13297 Trail Rider Circle, Draper, UT 84020 Email _____

- ☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- ☒ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.
- ☒ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.
- ☒ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No Representative

Name of Representative Thomas J. Budge Phone 208-232-6101
Mailing address PO Box 1391, Pocatello, ID 83204 Email tj@racineolson.com

- ☒ Send all correspondence for this application to the representative and not to the applicant.
OR
- ☐ Send original correspondence to the applicant and copies to the representative.
- ☐ The representative may submit information for the applicant but is not authorized to sign for the applicant.
OR
- ☒ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Thomas J. Budge Thomas J. Budge, attorney for Applicant 11/9/2021
Signature of Applicant or Authorized Representative Print Name and Title if applicable Date

Signature of Applicant or Authorized Representative Print Name and Title if applicable Date

A. PURPOSE OF TRANSFER

- ☒ Change point of diversion ☒ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
- Is this a transfer for changes pursuant to Idaho Code § 42-221.O.8?
If yes, ☐ attach an explanation and any supporting documentation labeled as **Part 1A.2**.
- Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.3**.

Transfer a 9.3 acre portion of WR # 29-13892 to the Prairie Estates Subdivision; change POU for WR ## 29-14197 & 29-14198; add PODs. The goal is three overlapping WRs with shared POU and PODs. One POD for each buildable subdivision lot. Water rights will be split among lot owners once transfer is approved.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

I.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☐ ☒	29-13892	0.17/37.2	Irrigation	04/01 to 10/31	Ground Water
☒ ☐	29-14197	0.29/65.2	Irrigation	04/01 to 10/31	Ground Water
☒ ☐	29-14198	0.53/124	Irrigation	04/01 to 11/01	Ground Water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.99 cfs and/or 226.4 acre-feet.

2. Total amount of water proposed to be transferred or changed 0.99 cubic feet per second and/or 226.4 acre-feet per year.

3. Point(s) of Diversion:

- ☐ No changes to point(s) of diversion are proposed - the following chart is therefore not completed. (Proceed to #4.)
- ☒ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA.
Label it **Attachment #5**.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
Y		NW	NE	NE	35	5S	34E	Bannock	Ground	L4B1 Hale
Y		NW	NE	NE	35	5S	34E	Bannock	Ground	L5B1 Carlson
Y		NE	NE	NE	35	5S	34E	Bannock	Ground	L6B1 Jeppesen
Y		NE	NE	NE	35	5S	34E	Bannock	Ground	L7B1 Wheelock
Y		NW	NW	NW	36	5S	34E	Bannock	Ground	L15B2 Davis

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- ☐ No changes to place of use are proposed - the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
5S	34E	26															8		8
5S	34E	35	37.3	34.5															71.8
5S	34E	36						2											2
Total Acres (for irrigation use)																			81.8

Ident. No. _____

Point of Diversion/Place of Use Supplement

☐ Adjudication Claim
☐ Statutory Claim

New POD?	Twp	Rge	Sec	Govt Lot	¼	¼	¼	County	Source	Local name or well/diversion tag #
☒ Yes	5S	34E	26		SW	SW	SE	Bannock	Ground	L1B2 Morgan
☒ Yes	5S	34E	26		SW	SW	SE	Bannock	Ground	L2B2 Lane
☒ Yes	5S	34E	35		NW	NW	NE	Bannock	Ground	L4B2 Ashby
☒ Yes	5S	34E	35		NW	NW	NE	Bannock	Ground	L5B2 Jones
☒ Yes	5S	34E	35		NE	NW	NE	Bannock	Ground	L2B1 Ofisa
☒ Yes	5S	34E	35		NE	NW	NE	Bannock	Ground	L3B1 Wheatley
☒ Yes	5S	34E	35		SW	NE	NE	Bannock	Ground	L9B2 Hill
☒ Yes	5S	34E	35		SE	NW	NE	Bannock	Ground	L8B2 Semons
☒ Yes	5S	34E	35		SE	NW	NE	Bannock	Ground	L7B2 Hymas
☒ Yes	5S	34E	35		SE	NW	NE	Bannock	Ground	L6B2 Anderson

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below.

[illegible]Page 3.1

5565

Ident. No. _____

Point of Diversion/Place of Use Supplement

☐ Adjudication Claim
☐ Statutory Claim

[illegible]

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below.

[illegible]Page 3.2

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1 Continued

5. General Information:

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:

~~Groundwater wells to be drilled on individual lots. The wells will have electric pumps capable of being equipped with a measuring device and lockable control works. See lot ownership information in attachments 2a, 2b, and 10. New POD's listed with location, lot and block, and owner name in part 1B3 with supplement pages.~~

- b. Who owns the property at the point(s) of diversion? Respective lot owners as indicated in attachments.
If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:

~~See Water Rights Agreement attached as Attachment #2b.~~

- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
If yes, ☐ attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien: _____

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.

- d. Are any of the water rights proposed for transfer currently leased to the Water Supply Bank?
If yes, ☒ complete Attachment WSB.
- e. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:

The 9.3 acres being transferred under water right 29-13892 has been released from the Water Supply Bank to accommodate this transfer.

- f. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:

The transferred portion of 29-13892, and water rights 29-14197 and 29-14198 will share the same POU and PODs upon approval of this transfer. No other existing water rights affected.

- g. To your knowledge, has/is any portion of the water right(s) proposed to be changed:

Yes No

- ☐ ☒ undergone a period of five or more consecutive years of non-use,
☐ ☒ currently leased to the Water Supply Bank,
☐ ☒ currently used in a mitigation plan limiting the use of water under the right, or
☐ ☒ currently enrolled in a Federal set-aside program limiting the use of water under the rights?

If yes, describe:

A 9.3 acre portion of 29-13892 was withdrawn from the Water Supply Bank in October 2021

8 5 5 6 5

A. PLAT MAP (See Part 3A of Instructions for application for transfer for complete requirements.)

- If the place of use currently consists of a permissible place of use, then the attachment is not required if the application contains a clear statement that the boundaries for the place of use are not proposed to be changed by the transfer and the total number of irrigated acres within the place of use before and after the transfer is clearly stated.

B. CHANGES IN NATURE OF USE (Water Balance)

- ### C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS

- Describe how the supplemental water rights have been used historically in conjunction with other water rights at the existing place of use. Describe the time during the irrigation season that the supplemental rights have been used. Include information about the availability or reliability of the primary right(s) being supplemented, both before and after the change. If the applicant is proposing to change a supplemental irrigation right to a primary right, provide the information required on Part 3B above:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Transfer contains _____ pages and _____ attachments.

Received by _____ Date _____ Preliminary check by _____ Date _____

Fee paid \$910.00 Date 11/12/21 Received by C. D. Receipt # E091550
247787

Add'l fee paid \$3500 Date 2/9/22 Received by _____ Receipt # E097717

Check all that apply: Attachment WSB ☐ (copy sent to state office) Lessor Designation form ☐ &/or W-9 ☐ (originals to state office)

Requested \$410.00 Refund 11/16/21 -CH Page 6

Attachment #1

Documentation identifying officers
authorized to sign or act on behalf of
right holder

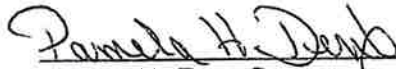
CERTIFICATE OF AUTHORITY

A W HARDY FAMILY INVESTMENTS LTD

As Secretary of A W Hardy Family Investments Ltd (the "Partnership"), I hereby certify the following:

1. The Partnership is a Limited Partnership formed under the laws of the state of Utah on September 10, 2000.
2. The address of the Partnership is: 197 W Farm Springs Ln, Midway, UT 84049.
3. The federal tax identification number of the Partnership is: 87-0662024.
4. The General Partner is The Ruth B. Hardy Family Trust – Steven L. Hardy, Trustee, which trust superseded The Ruth B. Hardy Revocable Trust (u/t/a dated July 21, 2005), as prescribed in the body of that trust.
5. Steven L. Hardy, as Trustee of the General Partner, has full transactional authority, including banking authority for the Partnership.
6. The Partnership is active and in good standing with the state of Utah, has not be revoked, dissolved, or amended in any manner that would cause the representations contained hereinabove to be incorrect.

Dated this 15th day of October 2020.


Pamela H. Dent-Secretary

Attachment #2a

Water purchase agreement

WATER RIGHT PURCHASE AND SALE AGREEMENT

This Water Right Purchase and Sale Agreement ("Agreement") is entered into effective September 15th, 2021 ("Effective Date") between Robert Rowland, 1141 Rowland Rd., Pocatello, Idaho 83204 ("Seller"), and A. W. Hardy Family Investments, Ltd. ("Buyer"). The parties agree as follows:

1. **Water Right Purchase.** Seller hereby sells to Buyer, and Buyer hereby purchases from Seller, the following described portion of Idaho water right no. 29-13892, subject to the terms set forth in this Agreement:

Water Right No.	29-13892
Source	Ground water
Purpose	Irrigation
Priority	October 28, 1953
Diversion Rate	0.17 cfs
Volume	37.2 acre-feet
Irrigated Acres	9.3 (see Exhibit A)

The above-described portion of Idaho water right no. 29-13892 is hereinafter referred to as the "Water Right." Attached hereto as Exhibit A is a map depicting the acres to which the Water Right is appurtenant.

2. [REDACTED]
3. [REDACTED]

4. **ESPA Transfer Model.** Within 30 days after this Agreement is signed by both parties, Buyer will run the ESPA Transfer Model to determine whether mitigation is required to transfer the Water Right from Seller's property to Buyer's property near the intersection of Hiline Road and Tyhee Road in Bannock County, Idaho. If mitigation is required, Buyer may terminate this Agreement by providing written notice of termination to Seller within seven (7) days after Buyer receives the results of the ESPA Transfer Model run. Should Buyer provide such notice, the Down Payment shall be refunded to Buyer. If Buyer does not provide such notice, Buyer will proceed with an Application for Transfer as set forth below, in which case any required surrender of a portion of the Water Right as mitigation will have no effect on the Purchase Price.
5. **Application for Transfer.** Buyer will within 14 days after receipt of the ESPA Transfer Model run file an Application for Transfer of Water Rights with the Idaho Department of Water Resources (IDWR) to change the point of diversion and place of use of the Water Right to Buyer's property. Buyer will pay all filing fees and other expenses of such proceeding. The application will be in the name of Buyer but the Water Right will remain in the name of Seller until Closing. The parties will

cooperate in the prosecution of said transfer proceeding. If the transfer is not approved by IDWR within one (1) year after the Effective Date, or is approved in a manner that is not satisfactory to Buyer, then Buyer will have the right to withdraw the transfer application, forfeit the Down Payment, and terminate this Agreement without further liability. If Buyer does not withdraw the transfer application within one (1) year after the Effective Date, the parties shall proceed to Closing.

6. **Closing.** Closing of this transaction ("Closing") shall occur within thirty (30) days after the earlier to occur of: (a) the first anniversary of the Effective Date, or (b) IDWR approval of the transfer application referenced in paragraph 5. Closing shall occur at the Racine Olson law office in Pocatello or another location agreed upon by Buyer and Seller. At Closing the following shall occur:

6.1 Buyer will deliver to Seller the balance of the purchase price.

6.2 Seller will deliver to Buyer a fully executed Special Warranty Deed in the form attached hereto as Exhibit B.

Upon Closing, Buyer shall be given possession and use of the Water Right; provided, however, that if the Water Right transfer has not been approved then Buyer is not permitted to use the Water Right on Seller's property without Seller's permission.

7. **Seller's Representations and Warranties.** Seller represents and warrants to Buyer that:

7.1 **Authority.** Seller has full power and authority to enter into this Agreement and complete the transaction.

7.2 **Water Supply Bank.** The Water Right is currently leased to the Idaho Water Supply Bank through Closing. Seller will not release the Water Right from the Water Supply Bank. After Closing, Buyer may apply to the Water Supply Bank to release the Water Right from the Bank.

7.3 **Binding Agreement.** Upon Seller's execution of this Agreement, this Agreement will be binding and enforceable against Seller in accordance with its terms.

7.4 **Title.** Seller has fee title to the Water Right. Seller believes in good faith that there are no unrecorded agreements, liens or encumbrances that may affect title to the Water Right.

7.5 **Other Agreements.** Seller shall not, prior to any termination of this Agreement, enter into or execute any easement, encumbrance, lease, or other agreement, with respect to the Water Right.

7.6 **No Litigation or Condemnation.** There are no suits, claims, proceedings or investigations pending or threatened with respect to the Water Right or which will adversely affect Seller's ability to meet its obligations with respect to this Agreement. Seller has no knowledge of or reason to suspect any proposed public improvements that could result in any condemnation or taking of all or a portion of the Water Right.

Subject to the foregoing, Seller sells the Water Right "as is," without warranty.

8. **Buyer's Representations and Warranties.** Buyer represents and warrants to Seller that:

8.1 **Authority.** Buyer has full power and authority to enter into this Agreement and complete the Transaction.

- 8.2 Legal expenses. Buyer will pay all legal expenses to complete the ESPA Transfer Model run, prepare and file the IDWR water right transfer application, and otherwise complete the transaction set forth in this Agreement.
- 8.3 Binding Agreement. Upon Buyer's execution of this Agreement, this Agreement will be binding and enforceable against Buyer in accordance with its terms, and upon Buyer's execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against Buyer in accordance with their terms.
9. Attorney Fees. Should either party default in the performance of any of the covenants or agreements contained herein, the defaulting party shall pay to the non-defaulting party all costs and expenses, including but not limited to a reasonable attorney fee, which the non-defaulting party may incur in enforcing this Agreement or in pursuing any remedy allowed by law for breach hereof, whether such expense is incurred by the filing of suit or otherwise.
10. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument. The signature pages may be detached from each counterpart and combined into one instrument. This Agreement may be signed and delivered by facsimile (fax or email) which shall be effective as an original.
11. Binding Effect. This Agreement is binding upon and inures to the benefit of the parties to this Agreement and their respective successors and assigns.
12. Integration and Merger. This Agreement sets forth the entire understanding of the parties with respect to the matters set forth in this Agreement; it supersedes all prior oral or written agreements of the parties as to the matters set forth in this Agreement; and it cannot be altered or amended except by an instrument in writing, signed by Buyer and Seller.
13. Severability. If any provision of this Agreement or any portion of any provision of this Agreement is determined to be invalid, illegal or unenforceable, the invalidity, illegality or unenforceability may not alter the remaining portion of such provision, or any other provision of this Agreement, as each provision of this Agreement is deemed severable from all other provisions of this Agreement.
14. Governing Law. This Agreement is governed by, and construed and enforced in accordance with, the laws of the State of Idaho.

COUNTERPART SIGNATURE PAGE

SELLER


Robert Rowland

COUNTERPART SIGNATURE PAGE

BUYER


A.W. Hardy Family Investments Ltd.

Steven L. Hardy, Managing Member

Attachment #2b

Water rights agreement and lot deeds

WATER RIGHTS AGREEMENT

This Water Rights Agreement ("Agreement") is entered into between the undersigned Declarant and all lot owners within Prairie Estates subdivision in Bannock County, Idaho. The lot owners are referred to herein individually as an "Owner" and collectively as the "Owners." Declarant and the Owners are referred to herein individually as a "party" and collectively as the "parties."

Recitals

A. Prairie Estates subdivision (the "Subdivision") is set forth on the official plat thereof recorded in the real property records of Bannock County, Idaho, on August 31, 2007, as Instrument no. 20721291 (the "Original Plat"), as amended by the Prairie Estates Re-Plat recorded July 30, 2019 as Instrument No. 21911109 (the "Re-Plat").

B. The Original Plat and the Re-Plat contain an identical plat note that states: "Water rights and assessment obligations are not appurtenant to the lands within this plat. Lots within the subdivision will not receive an irrigation water right."

C. Consistent with the foregoing plat note, the Amended and Restated Covenants, Conditions and Restrictions for Prairie Estates Block 1, Lots 1-7 and Block 2, Lots 1-16 (the "Covenants") recorded July 30, 2019 as Instrument No. 21911073, provide that Declarant will install a pressurized community irrigation system to be owned and managed by the homeowner's association.

D. Declarant has acquired water rights for the Subdivision but has not yet installed a community irrigation system. Declarant and the Owners mutually desire that, in lieu of a community irrigation system, each lot be allocated private water rights that may be diverted from a private groundwater well on the lot, in accordance with the terms and conditions set forth this Agreement.

Agreement

Therefore, with the definitions set forth above incorporated herein by reference, and in consideration of the mutual covenants set forth below, the parties agree as follows:

1. Water Rights Acquisition. Declarant currently owns water rights sufficient to irrigate 47.3 acres within the Subdivision. Declarant will make a good faith effort to purchase additional water rights by July 1, 2022, to allow the irrigation of an additional 9.3 acres within the Subdivision (56.6 acres total). If Declarant is unable to acquire such additional water rights by such date, this Agreement shall automatically terminate, and neither party shall have any further rights or obligations under this Agreement except as set forth in section 7 of this Agreement.

2. Water Right Change. Declarant acquired water rights for all lots within the Original Plat except for open space lots. The Re-Plat incorporated portions of the open space into buildable lots (Lot 2, Block 1, and Lots 4 through 13, Block 2). Within 30 days after Declarant completes the acquisition of additional water rights in accordance with section 1 of this Agreement, Declarant will file an application with the Idaho Department of Water Resources (IDWR) to include Lot 2, Block 1, and Lots 4 through 13, Block 2, of the Re-Plat within the place of use of the water rights for the Subdivision. If IDWR denies, or Declarant reasonably determines that IDWR is likely to deny, such change, Declarant may terminate this Agreement by providing written notice to the Owners and neither party shall have any further rights or obligations under this Agreement except as set forth in section 7 of this Agreement.

3. Water Right Allocation. Within 30 days after IDWR approves the water right change described in section 2 of this Agreement, Declarant will (a) deed to each Owner a portion of the water rights appurtenant to the Subdivision as set forth in Appendix A attached hereto, and (b) file one or more applications with IDWR to divide the water rights among the Owners as set forth in Appendix A.

4. Amendment of Plats. Within 30 days after Declarant completes the acquisition of additional water rights in accordance with section 1 of this Agreement, Declarant shall request that Bannock County approve the amendments to the Re-Plat set forth below. Each Owner hereby authorizes Declarant to file such documents as may be required to accomplish such amendments, including but not limited to the filing of an amended Subdivision plat.

4.1 The Original Plat and the Re-Plat notes labelled "Irrigation Water Rights" shall be amended to state: "Irrigation water will be supplied by individual wells under water rights appurtenant to individual lots."

4.2 Re-Plat note #3 referring to a 10' wide irrigation easement shall be deleted.

5. Amendment of Covenants. Simultaneous with executing this Agreement, each Owner shall sign the Second Amendment to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Prairie Estates attached hereto as Appendix B ("Second Amendment"). Within 30 days after Bannock County approves the plat amendments set forth in section 4 of this Agreement, Declarant shall record the Second Amendment in the real property records of Bannock County, Idaho.

6. Compensation. Within 30 days after the actions required under sections 1-5 of this Agreement are completed, Declarant will pay to each Owner the amount set forth on the table attached hereto as Appendix C to provide additional compensation in connection with the conversion from a community water system to individual water rights.

7. Contingency. If this Agreement is terminated pursuant to section 1 or section 2, Declarant shall use commercially reasonable efforts to install a community pressurized irrigation system within the Subdivision within six months after the date of termination. If Declarant is unable to complete a community irrigation system by such date due to unavailability of tradesman, Declarant shall use commercially reasonable efforts to complete such system as soon thereafter as is practical. This section 7 shall survive termination of this Agreement.

8. Miscellaneous.

8.1 Binding Effect. This Agreement and the rights and obligations herein shall be binding upon and inure to the benefit of Declarant and its successors and assigns, and shall run with the Subdivision and be binding upon and inure to the benefit of the owner of each lot within the Subdivision. If any lot is sold between the time this Agreement is signed and the time of performance of any obligation set forth in sections 4, 5, and 6 of this Agreement, such obligations shall be performed by or for the benefit of the owner of such lot at the time of performance. The rights and obligations of the Owners under this Agreement shall be indivisible from the lots to which they are appurtenant and shall not be transferred or assigned separately from the ownership of such lots.

8.2 Governing Law. This Agreement will be governed by the laws of the State of Idaho without regard to its conflicts of law principles. Any legal action to interpret or enforce this Agreement will be filed exclusively in the state or federal courts situated in Bannock County, Idaho.

8.3 Severability. The provisions of this Agreement are not severable. If any provision of this Agreement is deemed invalid or unenforceable, then this Agreement shall automatically terminate and the

parties shall take all action necessary, to the extent practical, to return the parties to the same position as they existed at this time this Agreement was signed.

8.4 Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes all other understandings and agreements between them concerning the subject matter hereof.

8.5 No Third-Party Beneficiaries. This Agreement is for the exclusive benefit of the parties and not for the benefit of any third party.

8.6 Enforcement; Remedies. Any party may enforce this Agreement in any manner permitted by applicable law, including the right to prosecute any legal or equitable proceeding against any person who has violated or are attempting to violate any provision of this Agreement. In any legal or equitable proceeding to enforce this Agreement, the substantially losing party or parties will pay the reasonably attorney fees and costs of the substantially prevailing party or parties. All remedies herein are cumulative and not exclusive.

8.7 Amendment; Termination. This Agreement may be amended or terminated by a written instrument signed by all of the parties.

8.8 Counterparts. This Agreement may be executed in multiple counterparts which when taken together shall constitute one and the same agreement.

8.9 Electronic Signatures. A faxed, scanned, or electronic signature is as good as an original signature and binding against the party so signing.

[End of agreement; signature pages below]

Appendix A

Water Right Allocation

TABLE 1

Block	Lot	29-14197	29-14198	New WR	Total Acres
1	2	0.2	0.5	0.1	0.9
1	3	0.4	0.7	0.2	1.3
1	4	0.4	0.7	0.2	1.3
1	5	0.4	0.7	0.2	1.3
1	6	0.1	0.1	0.0	0.3
1	7	0.6	1.2	0.3	2.1
2	1	0.5	1.0	0.3	1.9
2	2	0.8	1.5	0.5	2.8
2	4	2.0	3.8	1.1	6.9
2	5	2.3	4.4	1.3	8.1
2	6	0.8	1.6	0.5	2.9
2	7	1.8	3.5	1.1	6.4
2	8	1.0	1.8	0.6	3.4
2	9	0.6	1.2	0.3	2.1
2	10	0.6	1.1	0.3	2.1
2	11	0.9	1.8	0.5	3.3
2	12	0.5	1.0	0.3	1.8
2	13	1.3	2.5	0.8	4.6
2	14	0.6	1.1	0.3	2.0
2	15	0.4	0.8	0.2	1.5
		16.3	31.0	9.3	56.6

Appendix B

**First Amendment to Amended and Restated Declaration
of Covenants, Conditions, and Restrictions for Prairie Estates**

Appendix C

Compensation

TABLE 2

Block	Lot	
1	2	
1	3	
1	4	
1	5	
1	6	
1	7	
2	1	
2	2	
2	4	
2	5	
2	6	
2	7	
2	8	
2	9	
2	10	
2	11	
2	12	
2	13	
2	14	
2	15	

COUNTERPART SIGNATURE PAGE

**As the owner of Lot 1, Block 1, and Lot 3, Block 2,
Prairie Estates, according to the official Replat
thereof recorded July 30, 2019, as Instrument No.
21911109 in the real property records of Bannock
County, Idaho.**

AW Hardy Family Investments Ltd.

By:  _____

COUNTERPART SIGNATURE PAGE

As the owner of Lot 4, Block 2, Prairie Estates –
Replat, a replat of Lots 1 & 2, Block 1 and Lots 3
through 13, Block 2, Bannock County, Idaho, as
the same appears on the official plat thereof,
recorded July 30, 2019 as Instrument No.
21911109.


Seth Ashby


Rebecca Loveland

COUNTERPART SIGNATURE PAGE

As the owner of Lot 14, Block 2, Prairie Estates,
Bannock County, Idaho, as the same appears on
the official plat thereof, recorded August 31, 2007
as Instrument No. 20721291.

A handwritten signature in blue ink, appearing to read "Scott Wheatley", written over a horizontal line.

Scott Wheatley

A handwritten signature in blue ink, appearing to read "Schaunce Wheatley", written over a horizontal line.

Schaunce Wheatley

COUNTERPART SIGNATURE PAGE

As the owner of Lot 7, Block 1, Prairie Estates, Bannock County, Idaho, as the same appears on the official plat thereof, recorded August 31, 2007 as Instrument No. 20721291. EXCEPT that portion of Walton Road vacated by Instrument No. 20502904.



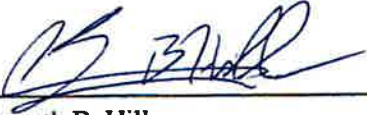
Michael T. Wheelock



Tina J. Wheelock

COUNTERPART SIGNATURE PAGE

As the owner of Lot 9, Block 2, Prairie Estates—
Replat, a Replat of Lots 1 & 2, Block 1 and lots 3
through 13, Block 2, Bannock County, Idaho, as
the same appears on the official plat thereof,
recorded July 30, 2019 as Instrument No.
21911109.



Kenneth B. Hill



Chelsie Hill



ex 1/13/26

COUNTERPART SIGNATURE PAGE

As the owner of Lot 15, Block 2, Prairie Estates,
Bannock County, Idaho, as the same appears on
the official plat thereof, recorded August 31, 2007
as Instrument No. 20721291.



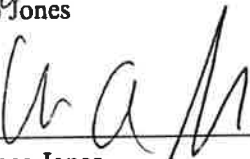
Brian L. Davis

COUNTERPART SIGNATURE PAGE

**As the owner of Lot 10, Block 2, Prairie Estates –
Replat, a Replat of Lots 1 & 2, Block 1 and lots 3
through 13, Block 2, Bannock County, Idaho, as
the same appears on the official plat thereof,
recorded July 30, 2019 as Instrument No.
21911109.**



Jacob Jones



Rebecca Jones

COUNTERPART SIGNATURE PAGE

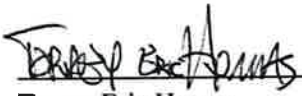
As the owner of Lot 4, Block 1, Prairie Estates,
Bannock County, Idaho, as the same appears on
the official plat thereof, recorded August 31, 2007
as Instrument No. 20721291.

Nic Hale

Lauren Hale

COUNTERPART SIGNATURE PAGE

As the owner of Lot 7, Block 2, Prairie Estates –
Replat, a Replat of Lots 1 & 2, Block 1 and lots 3
through 13, Block 2, Bannock County, Idaho, as
the same appears on the official plat thereof,
recorded July 30, 2019 as Instrument No.
21911109.



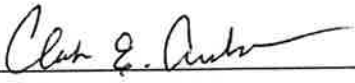
Torrey Eric Hymas



Kimberly Hymas

COUNTERPART SIGNATURE PAGE

As the owner of Lot 6, Block 2, Prairie Estates –
Replat, a Replat of Lots 1 & 2, Block 1 and Lots 3
through 13, Block 2, Bannock County, Idaho, as
the same appears on the official plat thereof,
recorded July 30, 2019 as Instrument No.
21911109.


Clark E. Anderson


Tracy Anderson

COUNTERPART SIGNATURE PAGE

**As the owner of Lot 12, Block 2, Prairie Estates –
Replat, a Replat of Lots 1 & 2, Block 1 and lots 3
through 13, Block 2, Bannock County, Idaho, as
the same appears on the official plat thereof,
recorded July 30, 2019 as Instrument No.
21911109.**

A handwritten signature in blue ink, appearing to read "David Ferrara", written over a horizontal line.

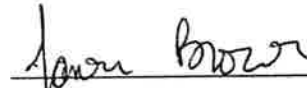
David Ferrara

A handwritten signature in blue ink, appearing to read "Angela Ferrara", written over a horizontal line.

Angela Ferrara

COUNTERPART SIGNATURE PAGE

**As the owner of Lot 13, Block 2, Prairie Estates,
according to the official Replat thereof recorded
July 30, 2019, as Instrument No. 21911109 in the
real property records of Bannock County, Idaho.**



Brower


COUNTERPART SIGNATURE PAGE

As the owner of Lot 2, Block 2, Prairie Estates,
Bannock County, Idaho, as the same appears on
the official plat thereof, recorded August 31, 2007
as Instrument No. 20721291.

Crystal L Kandaris Lane

Crystal L. Kandaris Lane

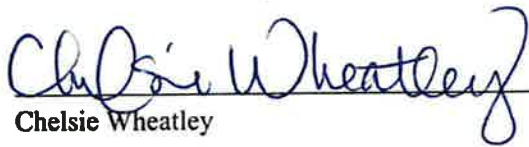
Dallas R Lane

Dallas R. Lane, Jr.

COUNTERPART SIGNATURE PAGE

**As the owner of Lot 3, Block 1, Prairie Estates,
Bannock County, Idaho, as the same appears on
the official plat thereof, recorded August 31, 2007
as Instrument No. 20721291.**


Stratton Wheatley


Chelsie Wheatley

COUNTERPART SIGNATURE PAGE

As the owner of Lot 2, Block 1, Prairie Estates –
Replat, a Replat of Lots 1 & 2, Block 1 and Lots 3
through 13, Block 2, Bannock County, Idaho, as
the same appears on the official plat thereof,
recorded July 30, 2019 as Instrument No.
21911109

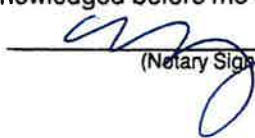


Shaloam Ofisa



Brittney Ofisa

State of Idaho County of Bannock
Acknowledged before me on June 8 2021
(Date)



(Notary Signature)



COUNTERPART SIGNATURE PAGE

As the owner of Lot 11, Block 2, Prairie Estates –
Replat, a Replat of Lots 1 & 2, Block 1 and lots 3
through 13, Block 2, Bannock County, Idaho, as
the same appears on the official plat thereof,
recorded July 30, 2019 as Instrument No.
21911109.


Jacob Wendling


Jamie Wendling

COUNTERPART SIGNATURE PAGE

**As the owner of Lot 6, Block 1, Prairie Estates,
Bannock County, Idaho, as the same appears on
the official plat thereof, recorded August 31, 2007
as Instrument No. 20721291.**



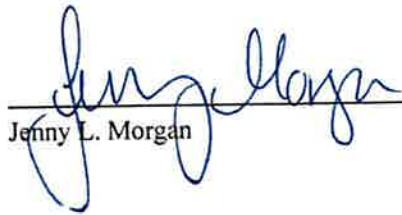
Kensi Jeppesen

COUNTERPART SIGNATURE PAGE

As the owner of Lot 1, Block 2, Prairie Estates,
Bannock County, Idaho, as the same appears on
the official plat thereof, recorded August 31, 2007
as Instrument No. 20721291.



Chase D. Morgan



Jenny L. Morgan

COUNTERPART SIGNATURE PAGE

**As the owner of Lot 5, Block 2, Prairie Estates-
Replat, a Replat of Lots 1 & 2, Block 1 and Lots 3
through 13, Block 2, Bannock County, Idaho, as
the same appears on the official plat thereof,
recorded July 30, 2019 as Instrument No.
21911109.**


Justin Jones
Heather Jones

COUNTERPART SIGNATURE PAGE

As the owner of Lot 5, Block 1, Prairie Estates,
Bannock County, Idaho, as the same appears on
the official plat thereof, recorded August 31, 2007
as Instrument No. 20721291.



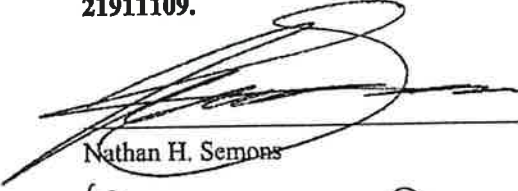
Brent J. Carlson



Pamela Carlson

COUNTERPART SIGNATURE PAGE

As the owner of Lot 8, Block 2, Prairie Estates –
Replat, a Replat of Lots 1 & 2, Block 1 and lots 3
through 13, Block 2, Bannock County, Idaho, as
the same appears on the official plat thereof,
recorded July 30, 2019 as Instrument No.
21911109.



Nathan H. Semons

Brianne M. Semons

RE-FILED TO CORRECT LEGAL



OFFICIAL RECORD BK# 0
BANNOCK COUNTY IDAHO

FEE 16.00 DEPUTY JM
RECORDED AT REQUEST OF

AmeriTitle - Pocatello

21911522

2019 Aug 06 AM 11:56

Electronically Recorded by Simplifile

21917384 2019 Nov 06 AM 11:44
Electronically Recorded by Simplifile

AmeriTitle - Pocatello

OFFICIAL RECORD BK# 0
BANNOCK COUNTY IDAHO
RECORDED AT REQUEST OF
FEE 16.00 DEPUTY JB

WARRANTY DEED

Order No.: 307255AM

FOR VALUE RECEIVED

A. W. Hardy Family Investments, Ltd, a Utah Limited Partnership
The Ruth B. Hardy Revocable Trust;
Finesse P.S.P.;
Nupetco Associates, a Utah Limited Liability Company;
and MJS Real Properties, a Utah Limited Liability Company

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

Chase D Morgan and Jenny L Morgan, husband and wife

whose current address is:

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

SEE EXHIBIT "A"

Lot 1, Block 2, Prairie Estates - Replat, a Replat of Lots 1 & 2, Block 1 and Lots 3 through 13,
Block 2, Prairie Estates, Bannock County, Idaho, as the same appears on the official plat thereof,
recorded July 30, 2019 as Instrument No: 2019-21911109

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

Dated: August 1, 2019

A.W. Hardy Investments, Ltd

By: Steven L. Hardy, Trustee

The Ruth B. Hardy Revocable Trust

By: Steven L. Hardy, Trustee

Finesse P.S.P.

By: Steven L. Hardy, Trustee

Nupetco Associates

By: Wayne Petty, Manager, by Steven L. Hardy, attorney in fact

MJS Real Properties

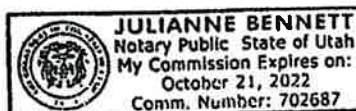
By: John C. Strasser, Manager, by Steven L. Hardy, attorney in fact

State of Utah) ss.
County of Salt Lake)

On this 5th day of August, 2019, before me, Julianne Bennett a Notary Public in and for said state, personally
appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing
instrument as trustee of the A.W. Hardy Family Investments, Ltd, and acknowledged to me that he executed the
same as Trustee.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22



85565



WARRANTY DEED



Order No.: 307255AM

FOR VALUE RECEIVED

A. W. Hardy Family Investments, Ltd, a Utah Limited Partnership
 The Ruth B. Hardy Revocable Trust;
 Finesse P.S.P.;
 Nupetco Associates, a Utah Limited Liability Company;
 and MJS Real Properties, a Utah Limited Liability Company

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

Chase D Morgan and Jenny L Morgan, husband and wife

whose current address is:

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

Lot 1, Block 2, Prairie Estates - Replat, a Replat of Lots 1 & 2, Block 1 and Lots 3 through 13,
 Block 2, Prairie Estates, Bannock County, Idaho, as the same appears on the official plat thereof,
 recorded July 30, 2019 as Instrument No. 2019. 21911109

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

Dated: August 1, 2019

A.W. Hardy Investments, Ltd

By: [Signature]
 Steven L. Hardy, Trustee

The Ruth B. Hardy Revocable Trust

By: [Signature]
 Steven L. Hardy, Trustee

Finesse P.S.P.

By: [Signature]
 Steven L. Hardy, Trustee

Nupetco Associates

By: Wayne Petty, Manager, by [Signature] Attorney in Fact
 Wayne Petty, Manager, by Steven L. Hardy, attorney in fact

MJS Real Properties

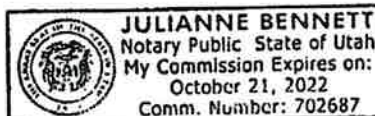
By: John C. Strasser, by [Signature] Attorney in Fact.
 John C. Strasser, Manager, by Steven L. Hardy, attorney in fact

State of Utah) ss.
 County of Salt Lake)

On this 5th day of August, 2019, before me, Julianne Bennett a Notary Public in and for said state, personally
 appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing
 instrument as trustee of the A.W. Hardy Family Investments, Ltd, and acknowledged to me that he executed the
 same as Trustee.

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

[Signature]
 Notary Public for the State of Utah
 Residing at: Salt Lake
 Commission Expires: 10/21/22

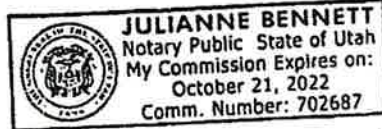


State of Utah) ss.
County of Salt Lake)

On this 5th day of August, 2019, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the Ruth B. Hardy Revocable Trust, and acknowledged to me that he executed the same as Trustee.

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

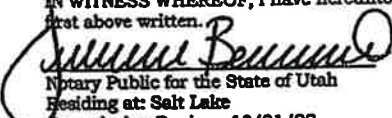

Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22

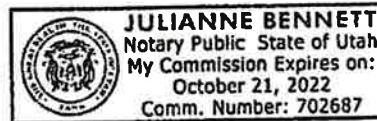


State of Utah) ss.
County of Salt Lake)

On this 5th day of August, 2019, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of Finesse P.S.P., and acknowledged to me that he executed the same as Trustee.

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

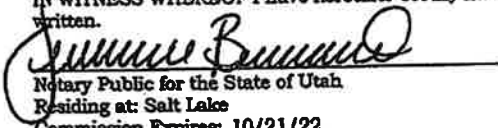

Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22

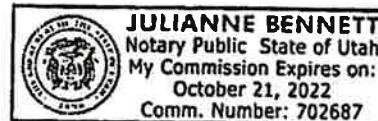


State of Utah) ss.
County of Salt Lake)

On this 5th day of August, 2019, before me, Julianne Bennett, a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact of Wayne Petty, Manager of Nupetco Associates, and acknowledged to me that he subscribed the name of Wane Petty, Manager of as principal and his own name as Attorney-in-fact.

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

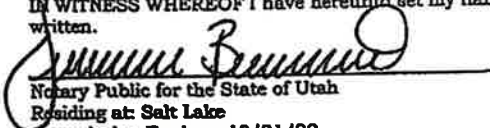

Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22



State of Utah) ss.
County of Salt Lake)

On this 5th day of August, 2019, before me, Julianne Bennett, a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact of John C. Strasser, Manager of MJS Real Properties, and acknowledged to me that he subscribed the name of John C. Strasser, Manager as principal and his own name as Attorney-in-fact.

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


Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22

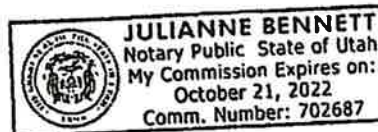


EXHIBIT "A"

307255AM

**Lot 1, Block 2, Prairie Estates, Bannock County, Idaho, as the same appears
on the official plat thereof, recorded August 31, 2007 as Instrument No.
20721291.**



AmeriTitle - Pocatello

22002317

2020 Feb 07 PM 03:51

Electronically Recorded by Simplifile

WARRANTY DEED

Order No.: 344560AM

FOR VALUE RECEIVED

A. W. Hardy Family Investments, Ltd, a Utah Limited Partnership
The Ruth B. Hardy Revocable Trust;
Finesse P.S.P.;
Nupetco Associates, a Utah Limited Liability Company;
and MJS Real Properties, a Utah Limited Liability Company

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

Crystal L Kanderis Lane and Dallas R Lane Jr., wife and husband

whose current address is:
1031 Everett Ave
Pocatello, ID 83201

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

Lot 2, Block 2, Prairie Estates, Bannock County, Idaho, as the same appears on the official plat thereof, recorded August 31, 2007 as Instrument No. 20721291.

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

Dated: February 5, 2020
A.W. Hardy Investments, Ltd

By: [Signature]
Steven L. Hardy, Trustee

The Ruth B. Hardy Revocable Trust

By: [Signature]
Steven L. Hardy, Trustee

Finesse P.S.P.

By: [Signature]
Steven L. Hardy, Trustee

Nupetco Associates

By: Wayne Petty; Manager by [Signature] attorney in fact
Wayne Petty, Manager, by Steven L. Hardy, attorney in fact

MJS Real Properties

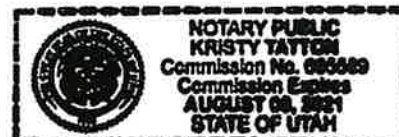
By: John C. Strasser; Manager by [Signature] attorney in fact
John C. Strasser, Manager, by Steven L. Hardy, attorney in fact

State of Utah) ss.
County of Wasatch

On this 6th day of February, 2020, before me, Kristy Tattm a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the A.W. Hardy Family Investments, Ltd, and acknowledged to me that he executed the same as Trustee.

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

[Signature]
Notary Public for the State of Utah
Residing at: Heber
Commission Expires: 8/8/21



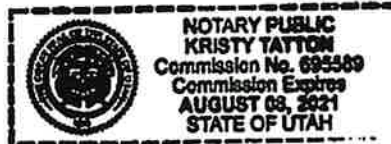
State of Utah) ss.
County of Wasatch

Instrument: 22002317 Page 0

On this 16th day of February, 2020, before me, Kristy Tattton a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the Ruth B. Hardy Revocable Trust, and acknowledged to me that he executed the same as Trustee.

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

Kristy Tattton
Notary Public for the State of Utah
Residing at: Heber
Commission Expires: 8/8/21

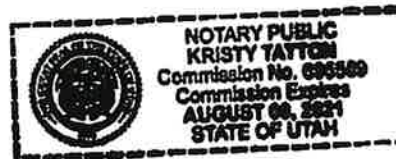


State of Utah) ss.
County of Wasatch

On this 16th day of February, 2020, before me, Kristy Tattton a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of Finesse P.S.P., and acknowledged to me that he executed the same as Trustee.

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

Kristy Tattton
Notary Public for the State of Utah
Residing at: Wasatch
Commission Expires: 8/8/21



State of Utah) ss.
County of Wasatch

On this 16th day of February, 2020, before me, Kristy Tattton a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact of Wayne Petty, Manager of Nupetco Associates, and acknowledged to me that he subscribed the name of Wane Petty, Manager of as principal and his own name as Attorney-in-fact.

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

Kristy Tattton
Notary Public for the State of Utah
Residing at: Heber
Commission Expires: 8/8/21

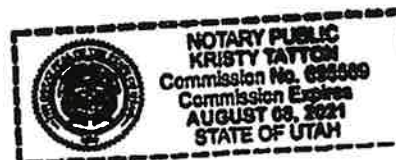


State of Utah) ss.
County of Wasatch

On this 16th day of February, 2020, before me, Kristy Tattton a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact of John C. Strasser, Manager of MJS Real Properties, and acknowledged to me that he subscribed the name of John C. Strasser, Manager as principal and his own name as Attorney-in-fact.

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

Kristy Tattton
Notary Public for the State of Utah
Residing at: Heber
Commission Expires: 8/8/21





OFFICIAL RECORD BK# 0
BANNOCK COUNTY IDAHO

FEE 15.00 DEPUTY VH
RECORDED AT REQUEST OF

AmeriTitle - Pocatello

22003343

2020 Feb 28 PM 12:16

Electronically Recorded by Simplifile

WARRANTY DEED

Order No.: 352483AM

FOR VALUE RECEIVED

A. W. Hardy Family Investments, Ltd, a Utah Limited Partnership
The Ruth B. Hardy Revocable Trust;
Finesse P.S.P.;
Nupetco Associates, a Utah Limited Liability Company;
and MJS Real Properties, a Utah Limited Liability Company

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

Seth Ashby and Rebecca Loveland, husband and wife

whose current address is:

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

Lot 4, Block 2, Prairie Estates - Replat, a Replat of Lots 1 & 2, Block 1 and Lots 3 through 13,
Block 2, Prairie Estates, Bannock County, Idaho, as the same appears on the official plat thereof,
recorded July 30, 2019 as Instrument No. 21911109.

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

Dated: February 26, 2020

A.W. Hardy Investments, Ltd

By: [Signature]
Steven L. Hardy, Trustee

The Ruth B. Hardy Revocable Trust

By: [Signature]
Steven L. Hardy, Trustee

Finesse P.S.P.

By: [Signature]
Steven L. Hardy, Trustee

Nupetco Associates

By: [Signature] [Signature] attorney in fact
Wayne Petty, Manager, by Steven L. Hardy, attorney in fact

MJS Real Properties

By: [Signature] [Signature] attorney in fact
John C. Strasser, Manager, by Steven L. Hardy, attorney in fact

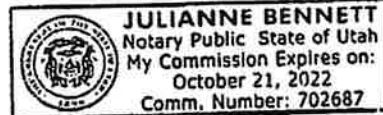
State of Utah ss.
County of Salt Lake

On this 26th day of February, 2020, before me, Julianne Bennett a Notary Public in
and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is
subscribed to the foregoing instrument as trustee of the A.W. Hardy Family Investments, Ltd, and acknowledged to
me that he executed the same as Trustee.

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

[Signature]
Notary Public for the State of Utah

Residing at:
Commission Expires: 10/21/22



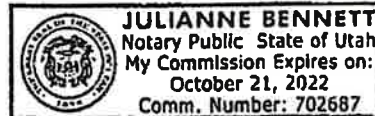
State of Utah) ss.
County of Salt Lake

Instrument: 22003343 Page: 0

On this 26th day of February, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the Ruth B. Hardy Revocable Trust, and acknowledged to me that he executed the same as Trustee.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at:
Commission Expires: 10/21/22

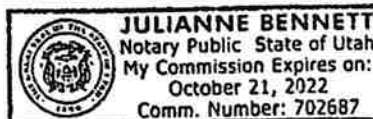


State of Utah) ss.
County of Salt Lake

On this 26th day of February, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of Finesse P.S.P., and acknowledged to me that he executed the same as Trustee.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at:
Commission Expires: 10/21/22

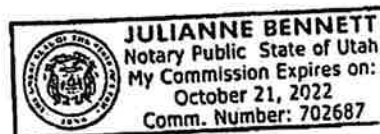


State of Utah) ss.
County of Salt Lake

On this 26th day of February, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact of Wayne Petty, Manager of Nupetco Associates, and acknowledged to me that he subscribed the name of Wane Petty, Manager of as principal and his own name as Attorney-in-fact.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at:
Commission Expires: 10/21/22

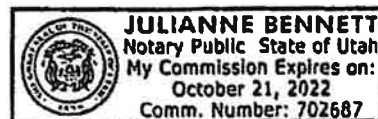


State of Utah) ss.
County of Salt Lake

On this 26th day of February, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact of John C. Strasser, Manager of MJS Real Properties, and acknowledged to me that he subscribed the name of John C. Strasser, Manager as principal and his own name as Attorney-in-fact.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at:
Commission Expires: 10/21/22





OFFICIAL RECORD BK# 0
BANNOCK COUNTY IDAHO

FEE 16.00 DEPUTY JM
RECORDED AT REQUEST OF

AmeriTitle - Pocatello

22001095

2020 Jan 21 AM 11:20

Electronically Recorded by Simplifile

WARRANTY DEED

Order No.: 336669AM

FOR VALUE RECEIVED

A. W. Hardy Family Investments, Ltd;
Nupetco Associates;
The Ruth B. Hardy Revocable Trust;
Finesse P.S.P.;
MJS Real Properties

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

Justin Jones and Heather Jones, husband and wife,

whose current address is: 543 Taylor, Chubbuck, ID 83201
543 Taylor
Chubbuck, ID 83201

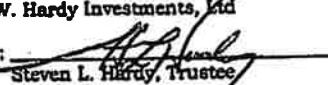
the grantee(s), the following described premises, in Bannock County, Idaho,
TO WIT:

Lot 5, Block 2, Prairie Estates - Replat, a Replat of Lots 1 & 2, Block 1 and Lots 3 through 13,
Block 2, Prairie Estates, Bannock County, Idaho, as the same appears on the official plat thereof,
recorded July 30, 2019 as Instrument No. 21911109.

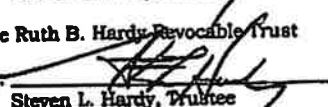
TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and
assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are
the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: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

Dated: December 30, 2019

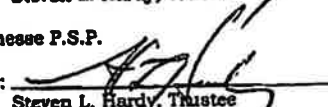
A.W. Hardy Investments, Ltd

By: 
Steven L. Hardy, Trustee

The Ruth B. Hardy Revocable Trust

By: 
Steven L. Hardy, Trustee

Finesse P.S.P.

By: 
Steven L. Hardy, Trustee

Nupetco Associates

By: Wayne Petty, Manager, by  attorney in fact
Wayne Petty, Manager, by Steven L. Hardy, attorney in fact

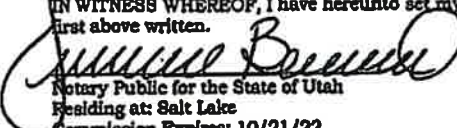
MJS Real Properties

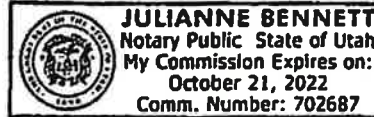
By: John C. Strasser, Manager, by  attorney in fact
John C. Strasser, Manager, by Steven L. Hardy, attorney in fact

State of Utah) ss.
County of Salt Lake)

On this 17th day of January, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the A.W. Hardy Family Investments, Ltd, and acknowledged to me that he executed the same as Trustee.

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

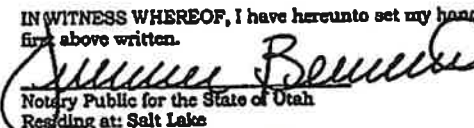

Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22

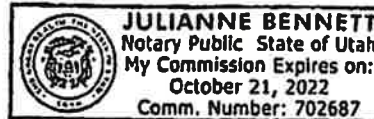


State of Utah) ss.
County of Salt Lake)

On this 17th day of January, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the Ruth B. Hardy Revocable Trust, and acknowledged to me that he executed the same as Trustee.

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

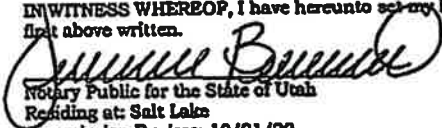

Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22

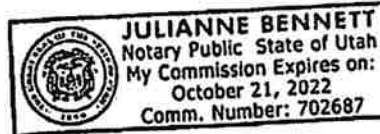


State of Utah) ss.
County of Salt Lake)

On this 17th day of January, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of Finesse P.S.P., and acknowledged to me that he executed the same as Trustee.

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

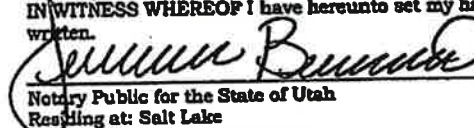

Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22

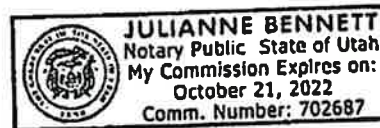


State of Utah) ss.
County of Salt Lake)

On this 17th day of January, 2020, before me, Julianne Bennett, a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact of Wayne Petty, Manager of Nupetco Associates, and acknowledged to me that he subscribed the name of Wayne Petty, Manager of as principal and his own name as Attorney-in-fact.

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

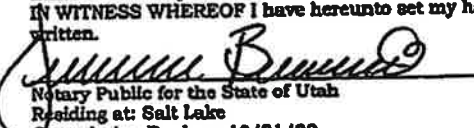

Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22

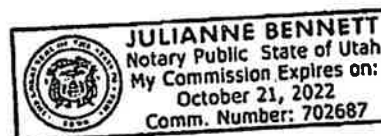


State of Utah) ss.
County of Salt Lake)

On this 17th day of January, 2020, before me, Julianne Bennett, a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact of John C. Strasser, Manager of MJS Real Properties, and acknowledged to me that he subscribed the name of John C. Strasser, Manager as principal and his own name as Attorney-in-fact.

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


Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22





WARRANTY DEED

Order No.: 327227AM

FOR VALUE RECEIVED

A. W. Hardy Family Investments, Ltd, a Utah Limited Partnership;
Nupetco Associates, a Utah Limited Liability Company;
The Ruth B. Hardy Revocable Trust;
Finesse P.S.P.;
and MJS Real Properties, a Utah Limited Liability Company

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

Clark E Anderson and Tracy Anderson, husband and wife

whose current address is: 1080 Pinewood, Chubbuck, ID 83202

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

Lot 6, Block 2, Prairie Estates - Replat, a Replat of Lots 1 & 2, Block 1 and Lots 3 through 13,
Block 2, Prairie Estates, Bannock County, Idaho, as the same appears on the official plat thereof,
recorded July 30, 2019 as Instrument No. 21911109.

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

Dated: December 30, 2019

A.W. Hardy Investments, Ltd

By: [Signature]
Steven L. Hardy, Trustee

The Ruth B. Hardy Revocable Trust

By: [Signature]
Steven L. Hardy, Trustee

Finesse P.S.P.

By: [Signature]
Steven L. Hardy, Trustee

Nupetco Associates

By: Wayne Petty Manager by [Signature] a Attorney in fact.
Wayne Petty, Manager, by Steven L. Hardy, attorney in fact

MJS Real Properties

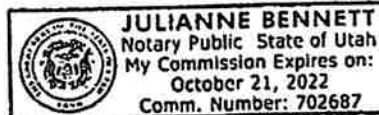
By: John C. Strasser Manager by [Signature] attorney in fact.
John C. Strasser, Manager, by Steven L. Hardy, attorney in fact

State of Utah) ss.
County of Salt Lake)

On this 22nd day of January, 2020, before me, Julianne Bennett a Notary Public in and for said
state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to
the foregoing instrument as trustee of the A.W. Hardy Family Investments, Ltd, and acknowledged to me that he
executed the same as Trustee.

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

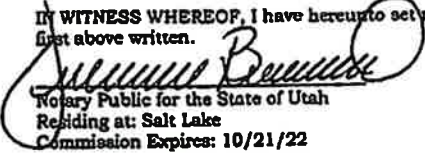
[Signature]
Notary Public for the State of Utah

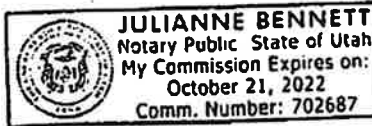


State of Utah) ss.
County of Salt Lake)

On this 22nd day of January, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the Ruth B. Hardy Revocable Trust, and acknowledged to me that he executed the same as Trustee.

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

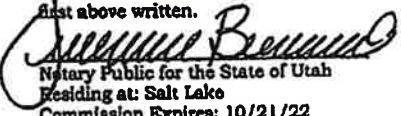

Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22

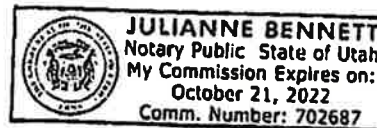


State of Utah) ss.
County of Salt Lake)

On this 22nd day of January, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of Finesse P.S.P., and acknowledged to me that he executed the same as Trustee.

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

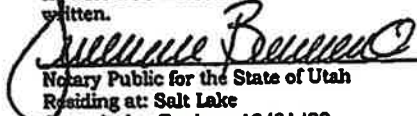

Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22

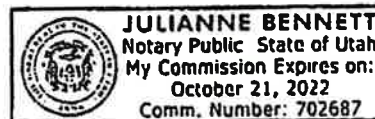


State of Utah) ss.
County of Salt Lake)

On this 22nd day of January, 2020, before me, Julianne Bennett, a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact of Wayne Petty, Manager of Nupetco Associates, and acknowledged to me that he subscribed the name of Wayne Petty, Manager of as principal and his own name as Attorney-in-fact.

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

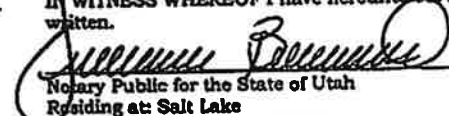

Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22

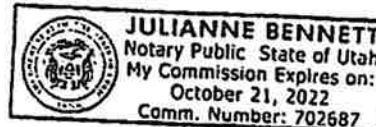


State of Utah) ss.
County of Salt Lake)

On this 22nd day of January, 2020, before me, Julianne Bennett, a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact of John C. Strasser, Manager of MJS Real Properties, and acknowledged to me that he subscribed the name of John C. Strasser, Manager as principal and his own name as Attorney-in-fact.

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


Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22





OFFICIAL RECORD BK# 0
BANNOCK COUNTY IDAHO

FEE 15.00 DEPUTY JM
RECORDED AT REQUEST OF

AmeriTitle - Pocatello

22008662

2020 May 27 AM 11:56

Electronically Recorded by Simplifile

WARRANTY DEED

Order No.: 370371AM

FOR VALUE RECEIVED

A. W. Hardy Family Investments, Ltd, a Utah Limited Partnership
The Ruth B. Hardy Revocable Trust;
Finesse P.S.P.;
Nupetco Associates, a Utah Limited Liability Company;
and MJS Real Properties, a Utah Limited Liability Company

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

Torrey Eric Hymas and Kimberly Hymas, husband and wife

whose current address is: 1420 Shantel Place, Pocatello, ID 83202

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

**Lot 7, Block 2, Prairie Estates - Replat, a Replat of Lots 1 & 2, Block 1 and Lots 3 through 13,
Block 2, Prairie Estates, Bannock County, Idaho, as the same appears on the official plat thereof,
recorded July 30, 2019 as Instrument No. 21911109.**

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

Dated: May 22, 2020

A.W. Hardy Investments, Ltd

By: [Signature]
Steven L. Hardy, Trustee

The Ruth B. Hardy Revocable Trust

By: [Signature]
Steven L. Hardy, Trustee

Finesse P.S.P.

By: [Signature]
Steven L. Hardy, Trustee

Nupetco Associates

By: [Signature] attorney in fact
Wayne Pettz, Manager, by Steven L. Hardy, attorney in fact

MJS Real Properties

By: [Signature] attorney in fact
John C. Strasser, Manager, by Steven L. Hardy, attorney in fact

85565

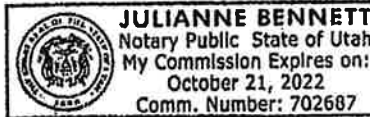
State of Utah) ss.
County of Salt Lake

Instrument: 22008662 Page: 0

On this 24th day of May, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the A.W. Hardy Family Investments, Ltd, and acknowledged to me that he executed the same as Trustee.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22

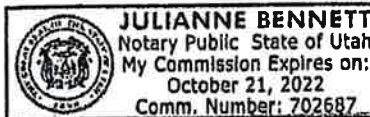


State of Utah) ss.
County of Salt Lake

On this 24th day of May, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the Ruth B. Hardy Revocable Trust, and acknowledged to me that he executed the same as Trustee.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22

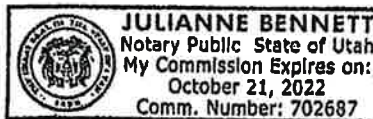


State of Utah) ss.
County of Salt Lake

On this 24th day of May, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of Finesse P.S.P., and acknowledged to me that he executed the same as Trustee.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22

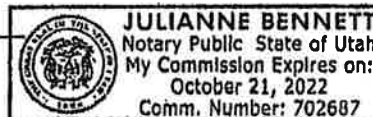


State of Utah) ss.
County of Salt Lake

On this 24th day of May, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact of Wayne Petty, Manager of Nupetco Associates, and acknowledged to me that he subscribed the name of Wane Petty, Manager of as principal and his own name as Attorney-in-fact.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22

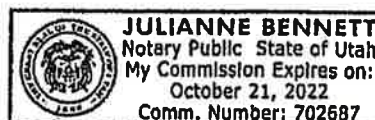


State of Utah) ss.
County of Salt Lake

On this 24th day of May, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact of John C. Strasser, Manager of MJS Real Properties, and acknowledged to me that he subscribed the name of John C. Strasser, Manager as principal and his own name as Attorney-in-fact.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22





OFFICIAL RECORD BK# 0
BANNOCK COUNTY IDAHO

FEE 16.00 DEPUTY VH
RECORDED AT REQUEST OF

AmeriTitle - Pocatello

22005799

2020 Apr 10 PM 02:10

Electronically Recorded by Simplifile

WARRANTY DEED

Order No.: 354896AM

FOR VALUE RECEIVED

**A.W. Hardy Family Investments, Ltd;
Nupetco Associates;
The Ruth B. Hardy Revocable Trust;
Finesse P.S.P.;
MJS Real Properties, a Utah Limited Liability Company**

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

Nathan H Semons and Brianne M Semons, husband and wife

whose current address is: 1845 Lancaster St Pocatello, ID 83201

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

**Lot 8, Block 2, Prairie Estates - Replat, a Replat of Lots 1 & 2, Block 1 and Lots 3 through 13,
Block 2, Prairie Estates, Bannock County, Idaho, as the same appears on the official plat thereof,
recorded July 30, 2019 as Instrument No. 21911109.**

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

Dated: April 7, 2020

A.W. Hardy Investments, Ltd

By: [Signature]
Steven L. Hardy, Trustee

The Ruth B. Hardy Revocable Trust

By: [Signature]
Steven L. Hardy, Trustee

Finesse P.S.P.

By: [Signature]
Steven L. Hardy, Trustee

Nupetco Associates

By: Wayne Petty, Manager by [Signature] attorney in fact
Wayne Petty, Manager, by Steven L. Hardy, attorney in fact

MJS Real Properties

By: John C. Strasser, Manager by [Signature] attorney in fact
John C. Strasser, Manager, by Steven L. Hardy, attorney in fact

85565

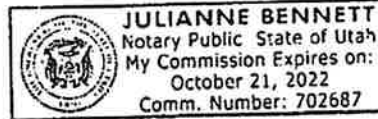
State of Utah) ss.
County of Salt Lake

Instrument: 22005799 Page: 0

On this 9th day of April, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the A.W. Hardy Family Investments, Ltd, and acknowledged to me that he executed the same as Trustee.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22

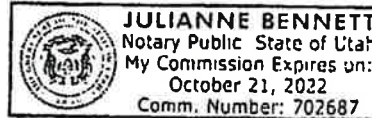


State of Utah) ss.
County of Salt Lake

On this 9th day of April, 2020, before me, Julianne Bennett Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the Ruth B. Hardy Revocable Trust, and acknowledged to me that he executed the same as Trustee.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22

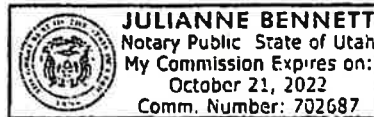


State of Utah) ss.
County of Salt Lake

On this 9th day of April, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of Finesse P.S.P., and acknowledged to me that he executed the same as Trustee.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22

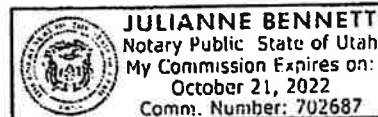


State of Utah) ss.
County of Salt Lake

On this 9th day of April, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact of Wayne Petty, Manager of Nupetco Associates, and acknowledged to me that he subscribed the name of Wane Petty, Manager of as principal and his own name as Attorney-in-fact.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22

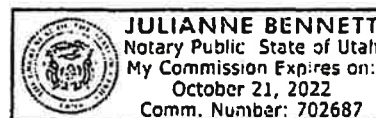


State of Utah) ss.
County of Salt Lake

On this 9th day of April, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact of John C. Strasser, Manager of MJS Real Properties, and acknowledged to me that he subscribed the name of John C. Strasser, Manager as principal and his own name as Attorney-in-fact.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22





AmeriTitle - Pocatello

21911512

2019 Aug 06 AM 11:06

Electronically Recorded by Simplifile

WARRANTY DEED

Order No.: 305442AM

FOR VALUE RECEIVED

A. W. Hardy Family Investments, Ltd, a Utah Limited Partnership
The Ruth B. Hardy Revocable Trust;
Finesse P.S.P.;
Nupetco Associates, a Utah Limited Liability Company;
and MJS Real Properties, a Utah Limited Liability Company

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

Kenneth B Hill and Chelala Hill, husband and wife

whose current address is:
5115 Brookstone St
Chubbuck, ID 83202

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

Lot 9, Block 2, Prairie Estates - Replat, a Replat of Lots 1 & 2, Block 1 and Lots 3 through 13,
Block 2, Prairie Estates, Bannock County, Idaho, as the same appears on the official plat thereof,
recorded July 30, 2019 as Instrument No. 2019: 21911109

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

Dated: August 1, 2019

A.W. Hardy Investments, Ltd

By: [Signature]
Steven L. Hardy, Trustee

The Ruth B. Hardy Revocable Trust

By: [Signature]
Steven L. Hardy, Trustee

Finesse P.S.P.

By: [Signature]
Steven L. Hardy, Trustee

Nupetco Associates

By: Wayne Petty, Manager, by [Signature] Attorney in Fact
Wayne Petty, Manager, by Steven L. Hardy, attorney in fact

MJS Real Properties

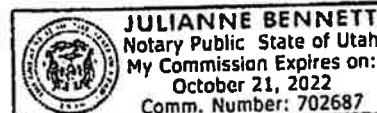
By: John C. Strasser, Manager, by [Signature] Attorney in Fact
John C. Strasser, Manager, by Steven L. Hardy, attorney in fact

State of Utah) ss.
County of Salt Lake)

On this 5th day of August, 2019, before me, Julianne Bennett a Notary Public in and for said state, personally
appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing
instrument as trustee of the A.W. Hardy Family Investments, Ltd, and acknowledged to me that he executed the
same as Trustee.

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

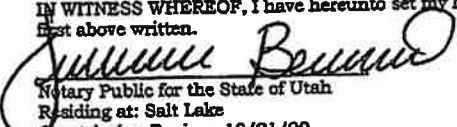
[Signature]
Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22

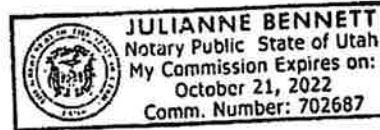


State of Utah) ss.
County of Salt Lake)

On this 5th day of August, 2019, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the Ruth B. Hardy Revocable Trust, and acknowledged to me that he executed the same as Trustee.

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

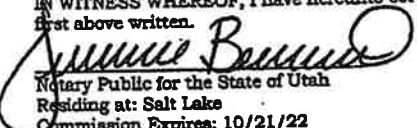

Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22

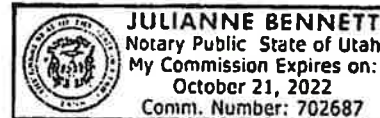


State of Utah) ss.
County of Salt Lake)

On this 5th day of August, 2019, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of Finesse P.S.P., and acknowledged to me that he executed the same as Trustee.

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

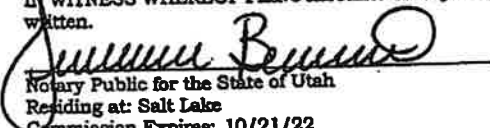

Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22

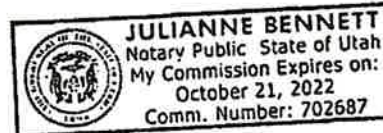


State of Utah) ss.
County of Salt Lake)

On this 5th day of August, 2019, before me, Julianne Bennett, a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact of Wayne Petty, Manager of Nupetco Associates, and acknowledged to me that he subscribed the name of Wayne Petty, Manager of as principal and his own name as Attorney-in-fact.

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

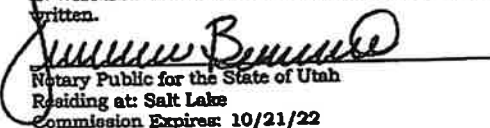

Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22

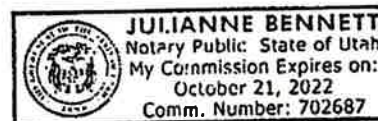


State of Utah) ss.
County of Salt Lake)

On this 5th day of August, 2019, before me, Julianne Bennett, a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact of John C. Strasser, Manager of MJS Real Properties, and acknowledged to me that he subscribed the name of John C. Strasser, Manager as principal and his own name as Attorney-in-fact.

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


Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22





re-recorded to correct
mailing address

OFFICIAL RECORD BK# 0
BANNOCK COUNTY IDAHO

FEE 16.00 DEPUTY VH
RECORDED AT REQUEST OF

AmeriTitle - Pocatello

22005810

2020 Apr 10 PM 02:32

Electronically Recorded by Simplifile

WARRANTY DEED

Order No.: 352221AM

OFFICIAL RECORD BK# 0
BANNOCK COUNTY IDAHO

FEE 16.00 DEPUTY JM
RECORDED AT REQUEST OF

AmeriTitle - Pocatello

FOR VALUE RECEIVED

22008397

2020 May 21 PM 03:03

Electronically Recorded by Simplifile

A.W. Hardy Family Investments, Ltd;
Nupetco Associates;
The Ruth B. Hardy Revocable Trust;
Finesse P.S.P.;
MJS Real Properties, a Utah Limited Liability Company

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

Jacob Jones and Rebecca Jones, husband and wife

whose current address is:

~~3021 Shelly Pl., Pocatello, ID 83201~~
3021 Shelly Pl., Pocatello, ID 83201

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

Lot 10, Block 2, Prairie Estates - Replat, a Replat of Lots 1 & 2, Block 1 and Lots 3 through 13,
Block 2, Prairie Estates, Bannock County, Idaho, as the same appears on the official plat thereof,
recorded July 30, 2019 as Instrument No. 21911109.

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

Dated: April 7, 2020

A.W. Hardy Family Investments, Ltd

By: Steven L. Hardy
Steven L. Hardy, Trustee

Nupetco Associates

By: Wayne Petty, Manager Attorney in fact
Wayne Petty, Manager, by Steven L. Hardy, attorney in fact

The Ruth B. Hardy Revocable Trust

By: Steven L. Hardy
Steven L. Hardy, Trustee

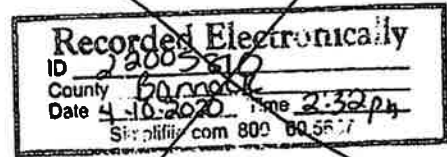
Finesse P.S.P.

By: Steven L. Hardy
Steven L. Hardy, Trustee

MJS Real Properties

By: John C. Strasser, Manager Attorney in fact
John C. Strasser, Manager, by Steven L. Hardy, attorney in fact

RE-recorded to correct
mailing address



WARRANTY DEED

Instrument: 22008397 Page:0

Order No.: 352221AM

FOR VALUE RECEIVED

A.W. Hardy Family Investments, Ltd;
Nupetco Associates;
The Ruth B. Hardy Revocable Trust;
Finesse P.S.P.;
MJS Real Properties, a Utah Limited Liability Company

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

Jacob Jones and Rebecca Jones, husband and wife

whose current address is:

XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX
3021 Shelly Pl., Pocatello ID 83201

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

Lot 10, Block 2, Prairie Estates - Replat, a Replat of Lots 1 & 2, Block 1 and Lots 3 through 13,
Block 2, Prairie Estates, Bannock County, Idaho, as the same appears on the official plat thereof,
recorded July 30, 2019 as Instrument No. 21911109.

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

Dated: April 7, 2020

A.W. Hardy Family Investments, Ltd

By: Steven L. Hardy
Steven L. Hardy, Trustee

Nupetco Associates

By: Wayne Petty, Manager, by Steven L. Hardy, attorney in fact
Wayne Petty, Manager, by Steven L. Hardy, attorney in fact

The Ruth B. Hardy Revocable Trust

By: Steven L. Hardy
Steven L. Hardy, Trustee

Finesse P.S.P.

By: Steven L. Hardy
Steven L. Hardy, Trustee

MJS Real Properties

By: John C. Strasser, Manager, by Steven L. Hardy, attorney in fact
John C. Strasser, Manager, by Steven L. Hardy, attorney in fact

85565

State of) ss Utah
County of) Salt Lake

9th April, 2020 Julianne Bennett

On this day of , before me, a Notary Public in and for said state, personally appeared, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed 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.

Julianne Bennett
Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22



JULIANNE BENNETT
Notary Public, State of Utah
My Commission Expires on:
October 21, 2022
Comm. Number: 702687

State of) ss Utah
County of) Salt Lake

9th April, 2020 Julianne Bennett

On this day of , before me, a Notary Public in and for said state, personally appeared, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed 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.

Julianne Bennett
Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22



JULIANNE BENNETT
Notary Public, State of Utah
My Commission Expires on:
October 21, 2022
Comm. Number: 702687

State of) ss Utah
County of) Salt Lake

9th April, 2020 Julianne Bennett

On this day of , before me, a Notary Public in and for said state, personally appeared, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed 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.

Julianne Bennett
Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22



JULIANNE BENNETT
Notary Public, State of Utah
My Commission Expires on:
October 21, 2022
Comm. Number: 702687

State of Utah) ss.
County of Salt Lake

On this 9th day of April, 2020, before me, Julianne Bennett, a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact of Wayne Petty, Manager of Nupetco Associates, and acknowledged to me that he subscribed the name of Wayne Petty, Manager of as principal and his own name as Attorney-in-fact.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22



JULIANNE BENNETT
Notary Public, State of Utah
My Commission Expires on:
October 21, 2022
Comm. Number: 702687

State of Utah) ss.
County of Salt Lake

On this 9th day of April, 2020, before me, Julianne Bennett, a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact of John C. Strasser, Manager of MJS Real Properties, and acknowledged to me that he subscribed the name of John C. Strasser, Manager as principal and his own name as Attorney-in-fact.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22



JULIANNE BENNETT
Notary Public, State of Utah
My Commission Expires on:
October 21, 2022
Comm. Number: 702687



OFFICIAL RECORD BK# 0
BANNOCK COUNTY IDAHO

FEE 15.00 DEPUTY JM
RECORDED AT REQUEST OF

AmeriTitle - Pocatello

22010034

2020 Jun 15 PM 02:49

Electronically Recorded by Simplifile

WARRANTY DEED

Order No.: 374555AM

FOR VALUE RECEIVED

A. W. Hardy Family Investments, Ltd, a Utah Limited Partnership
The Ruth B. Hardy Revocable Trust;
Finesse P.S.P.;
Nupetco Associates, a Utah Limited Liability Company;
MJS Real Properties, a Utah Limited Liability Company

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

Jacob Wendling and Jamie Wendling, husband and wife

whose current address is:
837 Hallmark Drive
Pocatello, ID 83201

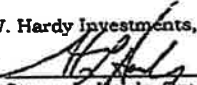
the grantee(s), the following described premises, in Bannock County, Idaho,
TO WIT:

Lot 11, Block 2, Prairie Estates - Replat, a Replat of Lots 1 & 2, Block 1 and Lots 3 through 13,
Block 2, Prairie Estates, Bannock County, Idaho, as the same appears on the official plat thereof,
recorded July 30, 2019 as Instrument No. 21911109.

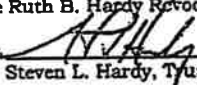
TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and
assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are
the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: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

Dated: June 10, 2020

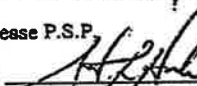
A.W. Hardy Investments, Ltd

By: 
Steven L. Hardy, Trustee

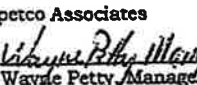
The Ruth B. Hardy Revocable Trust

By: 
Steven L. Hardy, Trustee

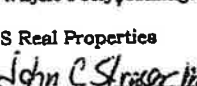
Finesse P.S.P.

By: 
Steven L. Hardy, Trustee

Nupetco Associates

By:  *Wayne Petty Manager by Steven L. Hardy attorney in fact*
Wayne Petty, Manager, by Steven L. Hardy, attorney in fact

MJS Real Properties

By:  *John C. Strasser Manager by Steven L. Hardy attorney in fact*
John C. Strasser, Manager, by Steven L. Hardy, attorney in fact

85565

State of Utah) ss.
County of Salt Lake

On this 11th day of June, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the A.W. Hardy Family Investments, Ltd, and acknowledged to me that he executed the same as Trustee.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22



JULIANNE BENNETT
Notary Public State of Utah
My Commission Expires on:
October 21, 2022
Comm. Number: 702687

State of Utah) ss.
County of Salt Lake

On this 11th day of June, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the Ruth B. Hardy Revocable Trust, and acknowledged to me that he executed the same as Trustee.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22



JULIANNE BENNETT
Notary Public State of Utah
My Commission Expires on:
October 21, 2022
Comm. Number: 702687

State of Utah) ss.
County of Salt Lake

On this 11th day of June, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of Finesse P.S.P., and acknowledged to me that he executed the same as Trustee.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22



JULIANNE BENNETT
Notary Public State of Utah
My Commission Expires on:
October 21, 2022
Comm. Number: 702687

State of Utah) ss.
County of Salt Lake

On this 11th day of June, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact of Wayne Petty, Manager of Nupetco Associates, and acknowledged to me that he subscribed the name of Wane Perty, Manager of as principal and his own name as Attorney-in-fact.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22



JULIANNE BENNETT
Notary Public State of Utah
My Commission Expires on:
October 21, 2022
Comm. Number: 702687

State of Utah) ss.
County of Salt Lake

On this 11th day of June, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact of John C. Strasser, Manager of MJS Real Properties, and acknowledged to me that he subscribed the name of John C. Strasser, Manager as principal and his own name as Attorney-in-fact.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22



JULIANNE BENNETT
Notary Public State of Utah
My Commission Expires on:
October 21, 2022
Comm. Number: 702687



OFFICIAL RECORD BK# 0
BANNOCK COUNTY IDAHO

FEE 16.00 DEPUTY VH
RECORDED AT REQUEST OF

AmeriTitle - Pocatello

22013937

2020 Aug 07 AM 09:33

Electronically Recorded by Simplifile

WARRANTY DEED

Order No.: 375386AM

FOR VALUE RECEIVED

A. W. Hardy Family Investments, Ltd, a Utah Limited Partnership
The Ruth B. Hardy Revocable Trust;
Finesse P.S.P.;
Nupetco Associates, a Utah Limited Liability Company;
and MJS Real Properties, a Utah Limited Liability Company

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

David Ferrara and Angela Ferrara, husband and wife

whose current address is: 5142 Whitaker Rd, Pocatello, ID 83202

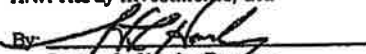
the grantee(s), the following described premises, in Bannock County, Idaho,
TO WIT:

Lot 12, Block 2, Prairie Estates - Replat, a Replat of Lots 1 & 2, Block 1 and Lots 3 through 13,
Block 2, Prairie Estates, Bannock County, Idaho, as the same appears on the official plat thereof,
recorded July 30, 2019 as Instrument No. 21911109.

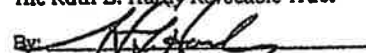
TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and
assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are
the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: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

Dated: August 5, 2020

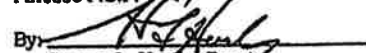
A.W. Hardy Investments, Ltd

By: 
Steven L. Hardy, Trustee

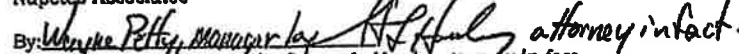
The Ruth B. Hardy Revocable Trust

By: 
Steven L. Hardy, Trustee

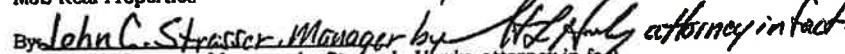
Finesse P.S.P.

By: 
Steven L. Hardy, Trustee

Nupetco Associates

By: 
Wayne Petty, Manager, by Steven L. Hardy, attorney in fact.

MJS Real Properties

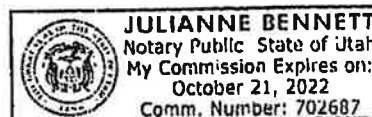
By: 
John C. Strasser, Manager, by Steven L. Hardy, attorney in fact.

State of Utah ss,
County of Salt Lake

On this 5th day of August, 2020, before me, Julianne Bennett a Notary Public in
and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is
subscribed to the foregoing Instrument as trustee of the A.W. Hardy Family Investments, Ltd, and acknowledged to
me that he executed the same as Trustee.

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 Utah
Residing at: Salt Lake
Commission Expires: 10/21/22



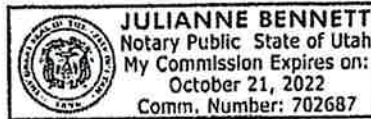
State of Utah) ss.
County of Salt Lake

Instrument: 22013937 Page: 0

On this 5th day of August, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the Ruth B. Hardy Revocable Trust, and acknowledged to me that he executed the same as Trustee.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22

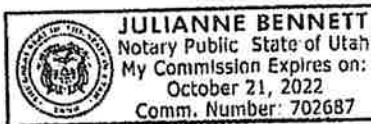


State of Utah) ss.
County of Salt Lake

On this 5th day of August, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of Finesse P.S.F., and acknowledged to me that he executed the same as Trustee.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22

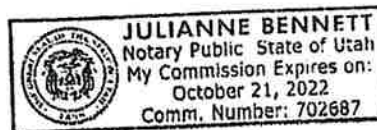


State of Utah) ss.
County of Salt Lake

On this 5th day of August, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact of Wayne Petty, Manager of Nupetco Associates, and acknowledged to me that he subscribed the name of Wane Petty, Manager of as principal and his own name as Attorney-in-fact.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22

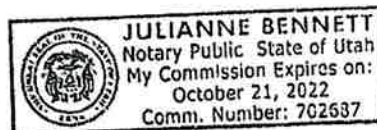


State of Utah) ss.
County of Salt Lake

On this 5th day of August, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact of John C. Strasser, Manager of MJS Real Properties, and acknowledged to me that he subscribed the name of John C. Strasser, Manager as principal and his own name as Attorney-in-fact.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22





OFFICIAL RECORD BK# 0
BANNOCK COUNTY IDAHO

FEE 15.00 DEPUTY JB
RECORDED AT REQUEST OF

AmeriTitle - Pocatello

22012485

2020 Jul 20 PM 02:39

Electronically Recorded by Simpfile

WARRANTY DEED

Order No.: 376762AM

FOR VALUE RECEIVED

A. W. Hardy Family Investments, Ltd, a Utah Limited Partnership
The Ruth B. Hardy Revocable Trust;
Finesse P.S.P.;
Nupetco Associates, a Utah Limited Liability Company;
and MJS Real Properties, a Utah Limited Liability Company

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

Jason Brower and Amanda Brower, husband and wife

whose current address is: 4170 Hawthorne D103
Chubbuck, ID 83202

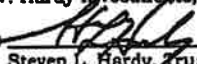
the grantee(s), the following described premises, in Bannock County, Idaho,
TO WIT:

Lot 13, Block 2, Prairie Estates - Replat, a Replat of Lots 1 & 2, Block 1 and Lots 3 through 13,
Block 2, Prairie Estates, Bannock County, Idaho, as the same appears on the official plat thereof,
recorded July 30, 2019 as Instrument No. 21911109.

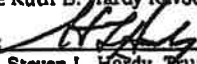
TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and
assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are
the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: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

Dated: July 8, 2020

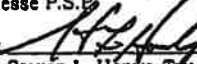
A.W. Hardy Investments, Ltd

By: 
Steven L. Hardy, Trustee

The Ruth B. Hardy Revocable Trust

By: 
Steven L. Hardy, Trustee

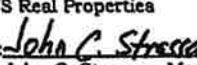
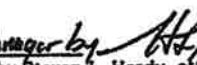
Finesse P.S.P.

By: 
Steven L. Hardy, Trustee

Nupetco Associates

By:  Manager by  attorney in fact
Wayne Petty, Manager, by Steven L. Hardy, attorney in fact

MJS Real Properties

By:  Manager by  attorney in fact
John C. Strasser, Manager, by Steven L. Hardy, attorney in fact

85565

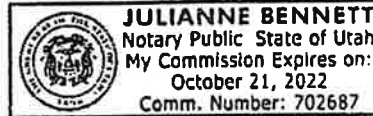
State of Utah) ss.
County of Salt Lake

Instrument: 22012485 Page 0

On this 9th day of July, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the A.W. Hardy Family Investments, Ltd, and acknowledged to me that he executed the same as Trustee.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22

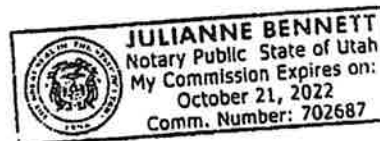


State of Utah) ss.
County of Salt Lake

On this 9th day of July, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the Ruth B. Hardy Revocable Trust, and acknowledged to me that he executed the same as Trustee.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22

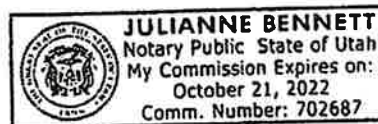


State of Utah) ss.
County of Salt Lake

On this 9th day of July, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of Finesse P.S.P., and acknowledged to me that he executed the same as Trustee.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22

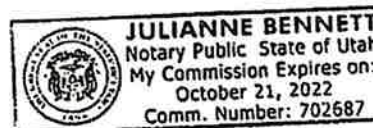


State of Utah) ss.
County of Salt Lake

On this 9th day of July, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact of Wayne Petty, Manager of Nupetco Associates, and acknowledged to me that he subscribed the name of Wane Petty, Manager of as principal and his own name as Attorney-in-fact.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22

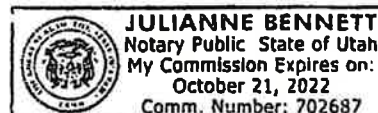


State of Utah) ss.
County of Salt Lake

On this 9th day of July, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact of John C. Strasser, Manager of MJS Real Properties, and acknowledged to me that he subscribed the name of John C. Strasser, Manager as principal and his own name as Attorney-in-fact.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22





OFFICIAL RECORD BK# 0
BANNOCK COUNTY IDAHO

FEE 15.00 DEPUTY VH
RECORDED AT REQUEST OF

AmeriTitle - Pocatello

22007144

2020 May 01 AM 11:24

Electronically Recorded by Simplifile

WARRANTY DEED

Order No.: 359877AM

FOR VALUE RECEIVED

**A. W. Hardy Family Investments, Ltd, a Utah Limited Partnership
The Ruth B. Hardy Revocable Trust;
Finesse P.S.P.;
Nupetco Associates, a Utah Limited Liability Company;
and MJS Real Properties, a Utah Limited Liability Company**

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

Scott Wheatley and Schannee Wheatley, husband and wife

whose current address is:
10819 Deerridge
Pocatello, ID 83202

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

Lot 14, Block 2, Prairie Estates, Bannock County, Idaho, as the same appears on the official plat thereof, recorded August 31, 2007 as Instrument No. 20721291.

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

Dated: April 28, 2020

A.W. Hardy Investments, Ltd

By: [Signature]
Steven L. Hardy, Trustee

The Ruth B. Hardy Revocable Trust

By: [Signature]
Steven L. Hardy, Trustee

Finesse P.S.P.

By: [Signature]
Steven L. Hardy, Trustee

Nupetco Associates

By: Wayne Petty, Manager by [Signature] attorney in fact
Wayne Petty, Manager, by Steven L. Hardy, attorney in fact

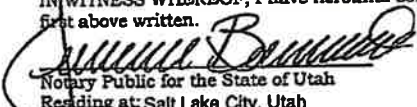
MJS Real Properties

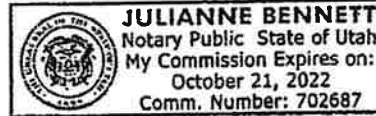
By: John C. Strasser, Manager by [Signature] attorney in fact
John C. Strasser, Manager, by Steven L. Hardy, attorney in fact

State of Utah) ss.
County of Salt Lake

On this 29th day of April, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the A.W. Hardy Family Investments, Ltd, and acknowledged to me that he executed the same as Trustee.

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

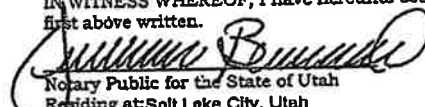

Notary Public for the State of Utah
Residing at: Salt Lake City, Utah
Commission Expires: October 21, 2022

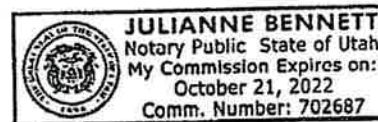


State of Utah) ss.
County of Salt Lake

On this 29th day of April, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the Ruth B. Hardy Revocable Trust, and acknowledged to me that he executed the same as Trustee.

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

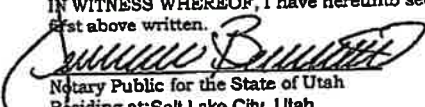

Notary Public for the State of Utah
Residing at: Salt Lake City, Utah
Commission Expires: October 21, 2022

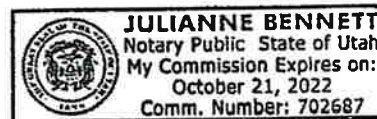


State of Utah) ss.
County of Salt Lake

On this 29th day of April, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of Finesse P.S.P., and acknowledged to me that he executed the same as Trustee.

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

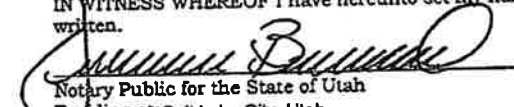

Notary Public for the State of Utah
Residing at: Salt Lake City, Utah
Commission Expires: October 21, 2022

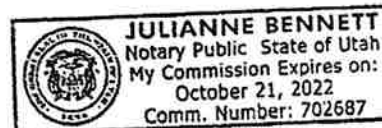


State of Utah) ss.
County of Salt Lake

On this 29th day of April, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact of Wayne Petty, Manager of Nupetco Associates, and acknowledged to me that he subscribed the name of Wane Petty, Manager of as principal and his own name as Attorney-in-fact.

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

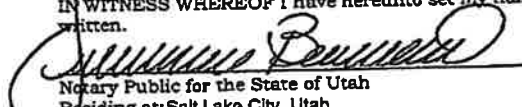

Notary Public for the State of Utah
Residing at: Salt Lake City, Utah
Commission Expires: October 21, 2022

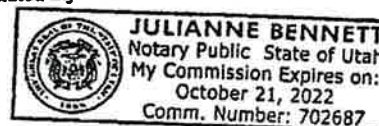


State of Utah) ss.
County of Salt Lake

On this 29th day of April, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact of John C. Strasser, Manager of MJS Real Properties, and acknowledged to me that he subscribed the name of John C. Strasser, Manager as principal and his own name as Attorney-in-fact.

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


Notary Public for the State of Utah
Residing at: Salt Lake City, Utah
Commission Expires: October 21, 2022





OFFICIAL RECORD BOOK 0
BANNOCK COUNTY IDAHO

FEE 16.00 DEPUTY JM
RECORDED AT REQUEST OF

AmeriTitle - Pocatello

22017409

2020 Sep 21 PM 03:45

Electronically Recorded by Simplifile

WARRANTY DEED

Order No.: 395370AM

FOR VALUE RECEIVED

A. W. Hardy Family Investments, Ltd, a Utah Limited Partnership
The Ruth B. Hardy Revocable Trust;
Finesse P.S.P.;
Nupetco Associates, a Utah Limited Liability Company;
and MJS Real Properties, a Utah Limited Liability Company

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

Brian L. Davis, an unmarried person

whose current address is:

~~XXXXXX~~
~~XXXXXX~~

PO Box 2372, Pocatello, ID 83206

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

Lot 15, Block 2, Prairie Estates, Bannock County, Idaho, as the same appears on the official plat thereof, recorded August 31, 2007 as Instrument No. 20721291.

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

Dated:

A.W. Hardy Investments, Ltd

By: [Signature]
Steven L. Hardy, Trustee

The Ruth B. Hardy Revocable Trust

By: [Signature]
Steven L. Hardy, Trustee

Finesse P.S.P.

By: [Signature]
Steven L. Hardy, Trustee

Nupetco Associates

By: [Signature] [Signature] attorney in fact.
Wayne Petty, Manager, by Steven L. Hardy, attorney in fact

MJS Real Properties

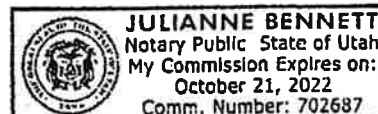
By: [Signature] [Signature] attorney in fact.
John C. Strasser, Manager, by Steven L. Hardy, attorney in fact

State of Utah) ss.
County of Salt Lake)

On this 21 day of August, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the A.W. Hardy Family Investments, Ltd, and acknowledged to me that he executed the same as Trustee.

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

[Signature]
Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22

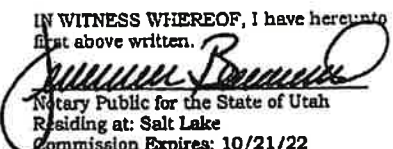


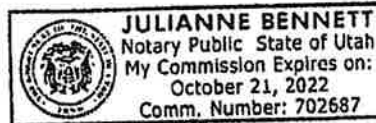
85565

State of Utah) ss.
County of Salt Lake)

On this 26 day of August, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the Ruth B. Hardy Revocable Trust, and acknowledged to me that he executed the same as Trustee.

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

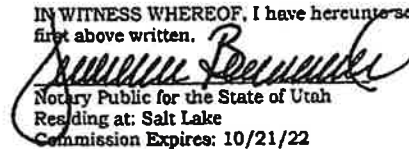

Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22

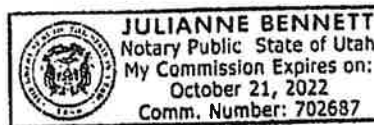


State of Utah) ss.
County of Salt Lake)

On this 26 day of August, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of Finesse P.S.P., and acknowledged to me that he executed the same as Trustee.

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

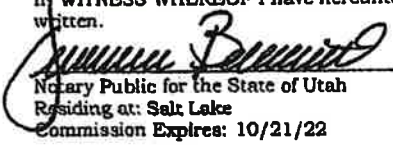

Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22

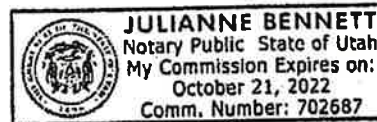


State of Utah) ss.
County of Salt Lake)

On this 26 day of August, 2020, before me, Julianne Bennett, a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact of Wayne Petty, Manager of Nupetco Associates, and acknowledged to me that he subscribed the name of Wane Petty, Manager of as principal and his own name as Attorney-in-fact.

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

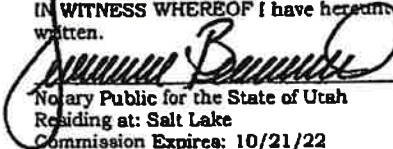

Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22

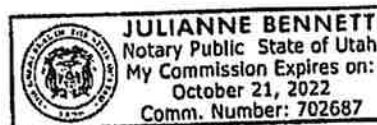


State of Utah) ss.
County of Salt Lake)

On this 26 day of August, 2020, before me, Julianne Bennett, a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact of John C. Strasser, Manager of MJS Real Properties, and acknowledged to me that he subscribed the name of John C. Strasser, Manager as principal and his own name as Attorney-in-fact.

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


Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22





OFFICIAL RECORD BK# 0
BANNOCK COUNTY IDAHO

FEE 15.00 DEPUTY JB
RECORDED AT REQUEST OF

AmeriTitle - Pocatello

22010422

2020 Jun 19 PM 04:52

Electronically Recorded by Simplifile

WARRANTY DEED

Order No.: 371817AM

FOR VALUE RECEIVED

A. W. Hardy Family Investments, Ltd, a Utah Limited Partnership
The Ruth B. Hardy Revocable Trust;
Finesse P.S.P.;
Nupetco Associates, a Utah Limited Liability Company;
and MJS Real Properties, a Utah Limited Liability Company

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

Shaloam Ofisa and Brittney Ofisa, husband and wife

whose current address is:
2431 Dusk View Ct
Pocatello, ID 83201

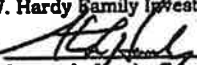
the grantee(s), the following described premises, in Bannock County, Idaho,
TO WIT:

**Lot 2, Block 1, Prairie Estates - Replat, a Replat of Lots 1 & 2, Block 1 and Lots 3 through 13,
Block 2, Prairie Estates, Bannock County, Idaho, as the same appears on the official plat thereof,
recorded July 30, 2019 as Instrument No. 21911109.**

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

Dated: June 16, 2020

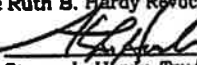
A.W. Hardy Family Investments, Ltd

By: 
Steven L. Hardy, Trustee

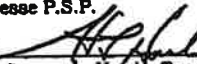
Nupetco Associates

By:  attorney in fact
Wayne Petty, Manager, by Steven L. Hardy, attorney in fact

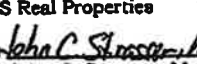
The Ruth B. Hardy Revocable Trust

By: 
Steven L. Hardy, Trustee

Finesse P.S.P.

By: 
Steven L. Hardy, Trustee

MJS Real Properties

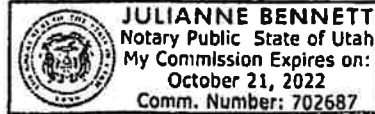
By:  attorney in fact
John C. Strasser, Manager, by Steven L. Hardy, attorney in fact

State of Utah) ss.
County of Salt Lake)

On this 17th day of June, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the A.W. Hardy Family Investments, Ltd, and acknowledged to me that he executed the same as Trustee.

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 Utah
Residing at: Salt Lake
Commission Expires: 10/21/22

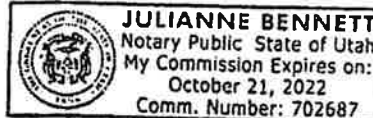


State of Utah) ss.
County of Salt Lake)

On this 17th day of June, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the Ruth B. Hardy Revocable Trust, and acknowledged to me that he executed the same as Trustee.

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 Utah
Residing at: Salt Lake
Commission Expires: 10/21/22

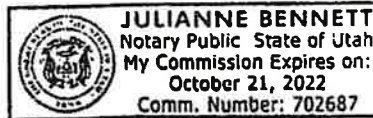


State of Utah) ss.
County of Salt Lake)

On this 17th day of June, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of Pinesse P.S.P., and acknowledged to me that he executed the same as Trustee.

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 Utah
Residing at: Salt Lake
Commission Expires: 10/21/22

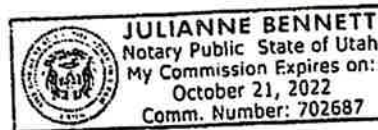


State of Utah) ss.
County of Salt Lake)

On this 17th day of June, 2020, before me, Julianne Bennett, a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact of Wayne Petty, Manager of Nupetco Associates, and acknowledged to me that he subscribed the name of Wane Petty, Manager of as principal and his own name as Attorney-in-fact.

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


Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22

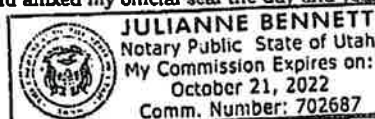


State of Utah) ss.
County of Salt Lake)

On this 17th day of June, 2020, before me, Julianne Bennett, a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact of John C. Strasser, Manager of MJS Real Properties, and acknowledged to me that he subscribed the name of John C. Strasser, Manager as principal and his own name as Attorney-in-fact.

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


Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22





OFFICIAL RECORD BK# 0
BANNOCK COUNTY IDAHO

FEE 16.00 DEPUTY KP
RECORDED AT REQUEST OF

AmeriTitle - Pocatello

22011173

2020 Jun 30 PM 01:49

Electronically Recorded by Simplifile

WARRANTY DEED

Order No.: 378843AM

FOR VALUE RECEIVED

A. W. Hardy Family Investments, Ltd, a Utah Limited Partnership
The Ruth B. Hardy Revocable Trust;
Finesse P.S.P.;
Nupetco Associates, a Utah Limited Liability Company;
and MJS Real Properties, a Utah Limited Liability Company

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

Stratton Wheatley and Chelsie Wheatley, husband and wife

whose current address is: 987 Taney Ln, Pocatello, ID 83201

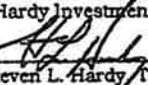
the grantee(s), the following described premises, in Bannock County, Idaho,
TO WIT:

Lot 3, Block 1, Prairie Estates, Bannock County, Idaho, as the same appears on the official plat thereof, recorded August 31, 2007 as Instrument No. 20721291.

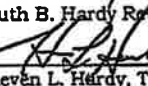
TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: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

Dated: June 25, 2020

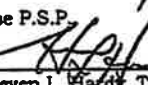
A.W. Hardy Investments, Ltd

By: 
Steven L. Hardy, Trustee

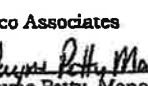
The Ruth B. Hardy Revocable Trust

By: 
Steven L. Hardy, Trustee

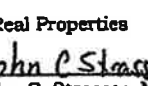
Finesse P.S.P.

By: 
Steven L. Hardy, Trustee

Nupetco Associates

By:  attorney in fact
Wayne Petty, Manager, by Steven L. Hardy, attorney in fact

MJS Real Properties

By:  attorney in fact
John C. Strasser, Manager, by Steven L. Hardy, attorney in fact

85565

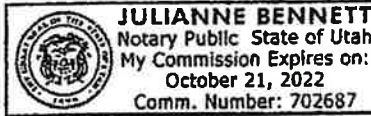
State of Utah ss.
County of Salt Lake

Instrument: 22011173 Page 9

On this 28th day of June, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the A.W. Hardy Family Investments, Ltd, and acknowledged to me that he executed the same as Trustee.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10-21-22

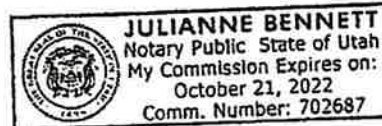


State of Utah ss.
County of Salt Lake

On this 28th day of June, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the Ruth B. Hardy Revocable Trust, and acknowledged to me that he executed the same as Trustee.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10-21-22

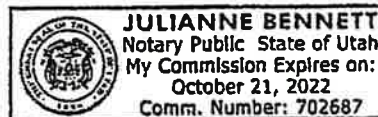


State of Utah ss.
County of Salt Lake

On this 28th day of June, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of Pinesse P.S.P., and acknowledged to me that he executed the same as Trustee.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10-21-22

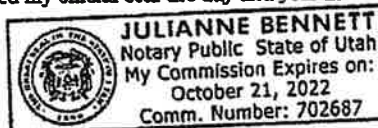


State of Utah ss.
County of Salt Lake

On this 28th day of June, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact of Wayne Petty, Manager of Nupetco Associates, and acknowledged to me that he subscribed the name of Wene Petty, Manager of as principal and his own name as Attorney-in-fact.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10-21-22

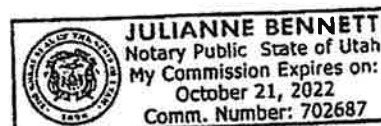


State of Utah ss.
County of Salt Lake

On this 28th day of June, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact of John C. Strasser, Manager of MJS Real Properties, and acknowledged to me that he subscribed the name of John C. Strasser, Manager as principal and his own name as Attorney-in-fact.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10-21-22





WARRANTY DEED

Order No.: 385910AM

FOR VALUE RECEIVED

A. W. Hardy Family Investments, Ltd, a Utah Limited Partnership
The Ruth B. Hardy Revocable Trust;
Finesse P.S.P.;
Nupetco Associates, a Utah Limited Liability Company;
and MJS Real Properties, a Utah Limited Liability Company

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

Nic Hale and Lauren Hale, husband and wife

whose current address is:
1399 Stoneridge DR.
Pocatello, ID 83201.

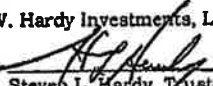
the grantee(s), the following described premises, in Bannock County, Idaho,
TO WIT:

Lot 4, Block 1, Prairie Estates, Bannock County, Idaho, as the same appears on the official plat
thereof, recorded August 31, 2007 as Instrument No. 20721291.

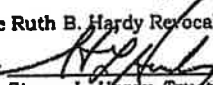
TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and
assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are
the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: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

Dated: August 20, 2020

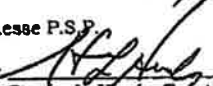
A.W. Hardy Investments, Ltd

By: 
Steven L. Hardy, Trustee

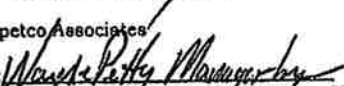
The Ruth B. Hardy Revocable Trust

By: 
Steven L. Hardy, Trustee

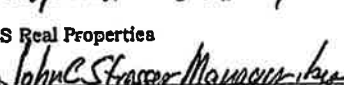
Finesse P.S.P.

By: 
Steven L. Hardy, Trustee

Nupetco Associates

By:  attorney in fact
Wayne Petty, Manager, by Steven L. Hardy, attorney in fact

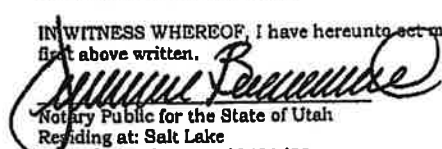
MJS Real Properties

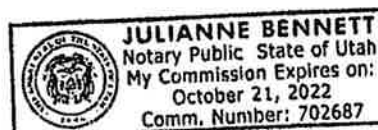
By:  attorney in fact
John C. Strasser, Manager, by Steven L. Hardy, attorney in fact

State of Utah) ss.
County of Salt Lake)

On this 20th day of August, 2020, before me, Julianne Bennett a Notary Public in and for said
state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to
the foregoing instrument as trustee of the A.W. Hardy Family Investments, Ltd, and acknowledged to me that he
executed the same as Trustee.

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

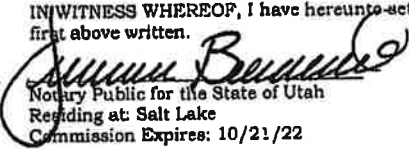

Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22

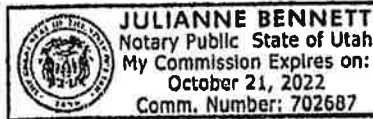


State of Utah) ss.
County of Salt Lake)

On this 20 day of August, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the Ruth B. Hardy Revocable Trust, and acknowledged to me that he executed the same as Trustee.

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

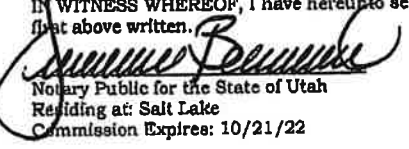

Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22

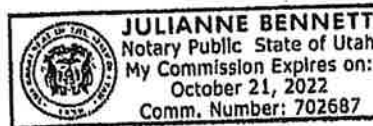


State of Utah) ss.
County of Salt Lake)

On this 20 day of August, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of Finesse P.S.P., and acknowledged to me that he executed the same as Trustee.

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

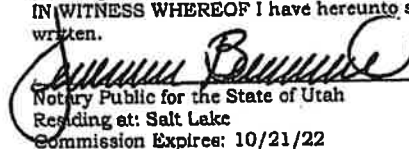

Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22

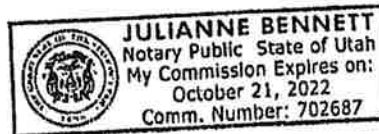


State of Utah) ss.
County of Salt Lake)

On this 20 day of August, 2020, before me, Julianne Bennett, a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact of Wayne Petty, Manager of Nupetco Associates, and acknowledged to me that he subscribed the name of Wane Petty, Manager of as principal and his own name as Attorney-in-fact.

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

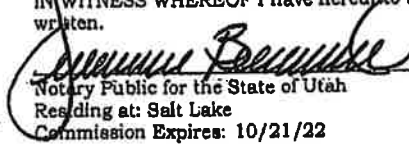

Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22

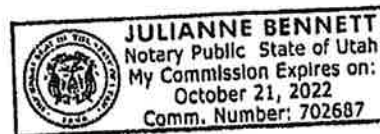


State of Utah) ss.
County of Salt Lake)

On this 20 day of August, 2020, before me, Julianne Bennett, a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact of John C. Strasser, Manager of MJS Real Properties, and acknowledged to me that he subscribed the name of John C. Strasser, Manager as principal and his own name as Attorney-in-fact.

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


Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22





OFFICIAL RECORD 0
BANNOCK COUNTY IDAHO

FEE 16.00 DEPUTY VH
RECORDED AT REQUEST OF

AmeriTitle - Pocatello

22004516

2020 Mar 19 AM 11:13

Electronically Recorded by Simplifile

WARRANTY DEED

Order No.: 355292AM

FOR VALUE RECEIVED

A. W. Hardy Family Investments, Ltd, a Utah Limited Partnership
The Ruth B. Hardy Revocable Trust;
Finesse P.S.P.;
Nupetco Associates, a Utah Limited Liability Company;
and MJS Real Properties, a Utah Limited Liability Company

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

Brent J Carlson and Pamela Carlson, husband and wife

whose current address is:

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

Lot 5, Block 1, Prairie Estates, Bannock County, Idaho, as the same appears on the official plat
thereof, recorded August 31, 2007 as Instrument No. 20721291.

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

Dated: March 6, 2020

A.W. Hardy Investments, Ltd

By: [Signature]
Steven L. Hardy, Trustee

The Ruth B. Hardy Revocable Trust

By: [Signature]
Steven L. Hardy, Trustee

Finesse P.S.P.

By: [Signature]
Steven L. Hardy, Trustee

Nupetco Associates

By: Wayne Petty, Manager by [Signature] attorney in fact
Wayne Petty, Manager, by Steven L. Hardy, attorney in fact

MJS Real Properties

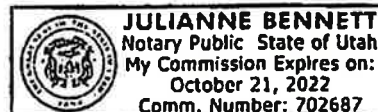
By: John C. Strasser, Manager by [Signature] attorney in fact
John C. Strasser, Manager, by Steven L. Hardy, attorney in fact

State of Utah) ss.
County of Salt Lake

On this 10th day of March, 2020, before me, Julianne Bennett a Notary Public in
and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is
subscribed to the foregoing instrument as trustee of the A.W. Hardy Family Investments, Ltd, and acknowledged to
me that he executed the same as Trustee.

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

[Signature]
Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22



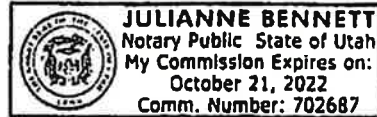
85565

State of Utah) ss.
County of Salt Lake

On this 10th day of March, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the Ruth B. Hardy Revocable Trust, and acknowledged to me that he executed the same as Trustee.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22

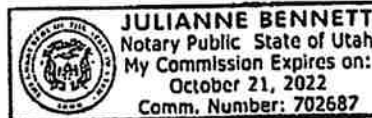


State of Utah) ss.
County of Salt Lake

On this 10th day of March, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of Finesse P.S.P., and acknowledged to me that he executed the same as Trustee.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22

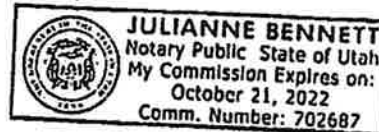


State of Utah) ss.
County of Salt Lake

On this 10th day of March, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact of Wayne Petty, Manager of Nupetco Associates, and acknowledged to me that he subscribed the name of Wane Petty, Manager of as principal and his own name as Attorney-in-fact.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22

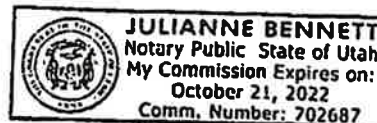


State of Utah) ss.
County of Salt Lake

On this 10th day of March, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact of John C. Strasser, Manager of MJS Real Properties, and acknowledged to me that he subscribed the name of John C. Strasser, Manager as principal and his own name as Attorney-in-fact.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22





OFFICIAL RECORD BK# 0
BANNOCK COUNTY IDAHO

FEE 16.00 DEPUTY JM
RECORDED AT REQUEST OF

AmeriTitle - Pocatello

22007990

2020 May 15 PM 02:23

Electronically Recorded by Simplifile

WARRANTY DEED

Order No.: 354224AM

FOR VALUE RECEIVED

**A. W. Hardy Family Investments, Ltd, a Utah Limited Partnership
The Ruth B. Hardy Revocable Trust;
Finesse P.S.P.;
Nupetco Associates, a Utah Limited Liability Company;
and MJS Real Properties, a Utah Limited Liability Company**

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

Keasi Jeppesen, a married woman as her sole and separate property

whose current address is:
1225 Dolostone Drive
Pocatello, ID 83201

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

Lot 6, Block 1, Prairie Estates, Bannock County, Idaho, as the same appears on the official plat thereof, recorded August 31, 2007 as Instrument No. 20721291.

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

Dated: May 11, 2020

A.W. Hardy Investments, Ltd

By: [Signature]
Steven L. Hardy, Trustee

The Ruth B. Hardy Revocable Trust

By: [Signature]
Steven L. Hardy, Trustee

Finesse P.S.P.

By: [Signature]
Steven L. Hardy, Trustee

Nupetco Associates

By: Wayne Petty Manager by [Signature] attorney in fact
Wayne Petty, Manager, by Steven L. Hardy, attorney in fact

MJS Real Properties

By: John C. Strasser Manager by [Signature] attorney in fact.
John C. Strasser, Manager, by Steven L. Hardy, attorney in fact

85565

State of Utah) ss.
County of Salt Lake

On this 13th day of May, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the A.W. Hardy Family Investments, Ltd, and acknowledged to me that he executed the same as Trustee.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22



JULIANNE BENNETT
Notary Public State of Utah
My Commission Expires on:
October 21, 2022
Comm. Number: 702687

State of Utah) ss.
County of Salt Lake

On this 13th day of May, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the Ruth B. Hardy Revocable Trust, and acknowledged to me that he executed the same as Trustee.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22



JULIANNE BENNETT
Notary Public State of Utah
My Commission Expires on:
October 21, 2022
Comm. Number: 702687

State of Utah) ss.
County of Salt Lake

On this 13th day of May, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of Finesse P.S.P., and acknowledged to me that he executed the same as Trustee.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22



JULIANNE BENNETT
Notary Public State of Utah
My Commission Expires on:
October 21, 2022
Comm. Number: 702687

State of Utah) ss.
County of Salt Lake

On this 13th day of May, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact of Wayne Petty, Manager of Nupetco Associates, and acknowledged to me that he subscribed the name of Wane Petty, Manager of as principal and his own name as Attorney-in-fact.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22



JULIANNE BENNETT
Notary Public State of Utah
My Commission Expires on:
October 21, 2022
Comm. Number: 702687

State of Utah) ss.
County of Salt Lake

On this 13th day of May, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact of John C. Strasser, Manager of MJS Real Properties, and acknowledged to me that he subscribed the name of John C. Strasser, Manager as principal and his own name as Attorney-in-fact.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at: Salt Lake
Commission Expires: 10/21/22



JULIANNE BENNETT
Notary Public State of Utah
My Commission Expires on:
October 21, 2022
Comm. Number: 702687



AmeriTitle - Pocatello

22018317

2020 Oct 01 AM 11:55

Electronically Recorded by Simplifile

WARRANTY DEED

Order No.: 400865AM

FOR VALUE RECEIVED

A. W. Hardy Family Investments, Ltd, a Utah Limited Partnership
The Ruth B. Hardy Revocable Trust;
Finesse P.S.P.;
Nupetco Associates, a Utah Limited Liability Company;
and MJS Real Properties, a Utah Limited Liability Company

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

Michael T. Wheelock and Tina J. Wheelock, husband and wife

whose current address is:

4466 Leatherman
Chubbuck, ID 83202

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

Lot 7, Block 1, Prairie Estates, Bannock County, Idaho, as the same appears on the official plat thereof, recorded August 31, 2007 as Instrument No. 20721291.

Except that portion of Walton Road vacated by Instrument No. 21502904.

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

Dated: September 25, 2020

A.W. Hardy Investments, Ltd

By: [Signature]
Steven L. Hardy, Trustee

The Ruth B. Hardy Revocable Trust

By: [Signature]
Steven L. Hardy, Trustee

Finesse P.S.P.

By: [Signature]
Steven L. Hardy, Trustee

Nupetco Associates

By: Wayne Petty Manager by [Signature] attorney in fact
Wayne Petty, Manager, by Steven L. Hardy, attorney in fact

MJS Real Properties

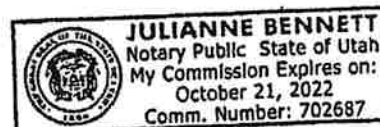
By: John C. Strasser Manager by [Signature] attorney in fact
John C. Strasser, Manager, by Steven L. Hardy, attorney in fact

State of Utah ss
County of Salt Lake

On this 28th day of September, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the A.W. Hardy Family Investments, Ltd, and acknowledged to me that he executed the same as Trustee.

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

[Signature]
Notary Public for the State of Utah
Residing at: SLC
Commission Expires: 10/21/22



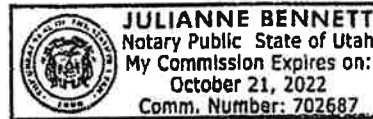
State of Utah) ss.
County of Salt Lake

Instrument: 22018317 Page: 0

On this 28th day of September, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the Ruth B. Hardy Revocable Trust, and acknowledged to me that he executed the same as Trustee.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at: SLC
Commission Expires: 10/21/22

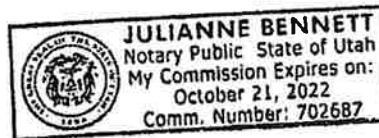


State of Utah) ss.
County of Salt Lake

On this 28th day of September, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of Finesse P.S.P., and acknowledged to me that he executed the same as Trustee.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at: SLC
Commission Expires: 10/21/22

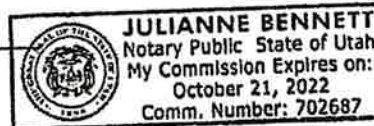


State of Utah) ss.
County of Salt Lake

On this 28th day of September, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact of Wayne Petty, Manager of Nupelco Apartments, and acknowledged to me that he subscribed the name of Wayne Petty, Manager of said principal and his own name as Attorney-in-fact.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at: SLC
Commission Expires: 10/21/22

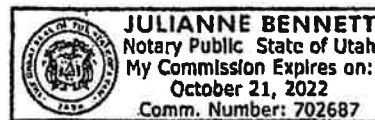


State of Utah) ss.
County of Salt Lake

On this 28th day of September, 2020, before me, Julianne Bennett a Notary Public in and for said state, personally appeared Steven L. Hardy known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact of John C. Strasser, Manager of MJS Real Properties, and acknowledged to me that he subscribed the name of John C. Strasser, Manager as principal and his own name as Attorney-in-fact.

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

Julianne Bennett
Notary Public for the State of Utah
Residing at: SLC
Commission Expires: 10/21/22



Attachment #3

See purchase
agreement in
Attachment #2a

Attachment #4

Power of Attorney

SPECIAL POWER OF ATTORNEY FOR WATER RIGHTS

The undersigned hereby appoints the law firm of RACINE OLSON NYE BUDGE & BAILEY, CHARTERED, 201 E. Center Street, Post Office Box 1391, Pocatello, Idaho 83204 (the "Firm"), its true and lawful attorney for the purpose of dealing with the Idaho Department of Water Resources relative to the management and transaction of water rights, and to allow the Firm to receive all information, opinions, and records regarding water rights, and to sign and submit applications and other filings on its behalf.

DATED this 29th day of September, 2016.

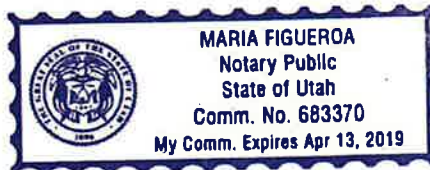
A.W. HARDY FAMILY INVESTMENTS, LTD.

By: _____

Steven L. Hardy, Trustee
13297 Trail Rider Circle
Draper, Utah 84020-9003

STATE OF UTAH)

County of Salt Lake) :SS



On this 29 day of September, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven L. Hardy, known or identified to me to be the person whose name is subscribed to the foregoing, and acknowledged to me that he is the Trustee of A.W. Hardy Family Investments, Ltd., and that said corporation executed the same.

Maria Figueroa
NOTARY PUBLIC FOR UTAH
Commission expires: Apr 13, 2019

Attachment #5

Applicant previously transferred 16.3 acres from the same point of diversion under Transfer No. 81291. An ESPA analysis was performed. No mitigation was required. This application seeks to transfer significantly less water (9.3) acres; therefor, the applicant requests that IDWR accept the prior ESPA analysis to demonstrate that no mitigation is required.

ENHANCED GROUND-WATER RIGHTS TRANSFER

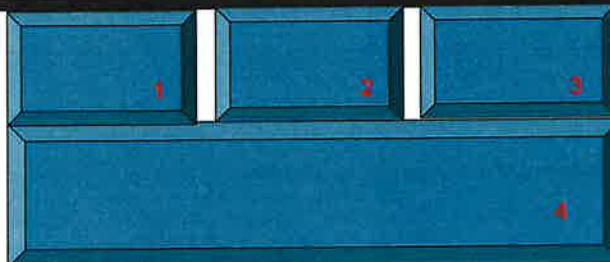
UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE IDAHO DEPARTMENT OF AGRICULTURE

Cells this color are set up for user entries

ENTER STARTING DATE FOR SIMULATION. THEN PUSH "UPDATE DATES" BUTTON

YEAR: 2000
SEASON: SPRING

TRANSFER NO: 18000
TRANSFER NAME: Robert Rowland



ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	95	94		
COLUMN	124	118		

TRIMESTER OF ACTIVITY	TO WELL	FROM1 WELL		FROM2 WELL		FROM3 WELL	
	Projected Use AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SPR 2000	0	200	200	0	0	0	0
SUM 2000	0	200	200	0	0	0	0
WIN 2000	0	200	200	0	0	0	0
SPR 2001	0	200	200	0	0	0	0
SUM 2001	0	200	200	0	0	0	0
WIN 2001	0	200	200	0	0	0	0
SPR 2002	0	200	200	0	0	0	0
SUM 2002	0	200	200	0	0	0	0
WIN 2002	0	200	200	0	0	0	0
SPR 2003	0	200	200	0	0	0	0
SUM 2003	0	200	200	0	0	0	0
WIN 2003	0	200	200	0	0	0	0
SPR 2004	0	200	200	0	0	0	0
SUM 2004	0	200	200	0	0	0	0
WIN 2004	0	200	200	0	0	0	0
SPR 2005	0	200	200	0	0	0	0
SUM 2005	0	200	200	0	0	0	0
WIN 2005	0	200	200	0	0	0	0
SPR 2006	0	200	200	0	0	0	0
SUM 2006	0	200	200	0	0	0	0
WIN 2006	0	200	200	0	0	0	0
SPR 2007	0	200	200	0	0	0	0
SUM 2007	0	200	200	0	0	0	0
WIN 2007	0	200	200	0	0	0	0
SPR 2008	0	200	200	0	0	0	0
SUM 2008	0	200	200	0	0	0	0
WIN 2008	0	200	200	0	0	0	0
SPR 2009	0	200	200	0	0	0	0
SUM 2009	0	200	200	0	0	0	0
WIN 2009	0	200	200	0	0	0	0
SPR 2010	0	200	200	0	0	0	0
SUM 2010	0	200	200	0	0	0	0
WIN 2010	0	200	200	0	0	0	0
SPR 2011	0	200	200	0	0	0	0
SUM 2011	0	200	200	0	0	0	0
WIN 2011	0	200	200	0	0	0	0
SPR 2012	0	200	200	0	0	0	0
SUM 2012	0	200	200	0	0	0	0
WIN 2012	0	200	200	0	0	0	0
SPR 2013	0	200	200	0	0	0	0
SUM 2013	0	200	200	0	0	0	0
WIN 2013	0	200	200	0	0	0	0

SPR 2014	0	200	200	0	0	0	0
SUM 2014	0	200	200	0	0	0	0
WIN 2014	0	200	200	0	0	0	0
SPR 2015	0	200	200	0	0	0	0
SUM 2015	0	200	200	0	0	0	0
WIN 2015	0	200	200	0	0	0	0
SPR 2016	0	200	200	0	0	0	0
SUM 2016	0	200	200	0	0	0	0
WIN 2016	22	178	200	0	0	0	0
SPR 2017	22	178	200	0	0	0	0
SUM 2017	22	178	200	0	0	0	0
WIN 2017	22	178	200	0	0	0	0
SPR 2018	22	178	200	0	0	0	0
SUM 2018	22	178	200	0	0	0	0
WIN 2018	22	178	200	0	0	0	0
SPR 2019	22	178	200	0	0	0	0
SUM 2019	22	178	200	0	0	0	0
WIN 2019	22	178	200	0	0	0	0
SPR 2020	22	178	200	0	0	0	0
SUM 2020	22	178	200	0	0	0	0
WIN 2020	22	178	200	0	0	0	0
SPR 2021	22	178	200	0	0	0	0
SUM 2021	22	178	200	0	0	0	0
WIN 2021	22	178	200	0	0	0	0
SPR 2022	22	178	200	0	0	0	0
SUM 2022	22	178	200	0	0	0	0
WIN 2022	22	178	200	0	0	0	0
SPR 2023	22	178	200	0	0	0	0
SUM 2023	22	178	200	0	0	0	0
WIN 2023	22	178	200	0	0	0	0
SPR 2024	22	178	200	0	0	0	0
SUM 2024	22	178	200	0	0	0	0
WIN 2024	22	178	200	0	0	0	0
SPR 2025	22	178	200	0	0	0	0
SUM 2025	22	178	200	0	0	0	0
WIN 2025	22	178	200	0	0	0	0
SPR 2026	22	178	200	0	0	0	0
SUM 2026	22	178	200	0	0	0	0
WIN 2026	22	178	200	0	0	0	0
SPR 2027	22	178	200	0	0	0	0
SUM 2027	22	178	200	0	0	0	0
WIN 2027	22	178	200	0	0	0	0
SPR 2028	22	178	200	0	0	0	0
SUM 2028	22	178	200	0	0	0	0
WIN 2028	22	178	200	0	0	0	0
SPR 2029	22	178	200	0	0	0	0
SUM 2029	22	178	200	0	0	0	0
WIN 2029	22	178	200	0	0	0	0
SPR 2030	22	178	200	0	0	0	0
SUM 2030	22	178	200	0	0	0	0
WIN 2030	22	178	200	0	0	0	0
SPR 2031	22	178	200	0	0	0	0
SUM 2031	22	178	200	0	0	0	0
WIN 2031	22	178	200	0	0	0	0
SPR 2032	22	178	200	0	0	0	0
SUM 2032	22	178	200	0	0	0	0
WIN 2032	22	178	200	0	0	0	0
SPR 2033	22	178	200	0	0	0	0
SUM 2033	22	178	200	0	0	0	0
WIN 2033	22	178	200	0	0	0	0
SPR 2034	22	178	200	0	0	0	0
SUM 2034	22	178	200	0	0	0	0
WIN 2034	22	178	200	0	0	0	0
SPR 2035	22	178	200	0	0	0	0
SUM 2035	22	178	200	0	0	0	0
WIN 2035	22	178	200	0	0	0	0
SPR 2036	22	178	200	0	0	0	0
SUM 2036	22	178	200	0	0	0	0
WIN 2036	22	178	200	0	0	0	0
SPR 2037	22	178	200	0	0	0	0
SUM 2037	22	178	200	0	0	0	0
WIN 2037	22	178	200	0	0	0	0
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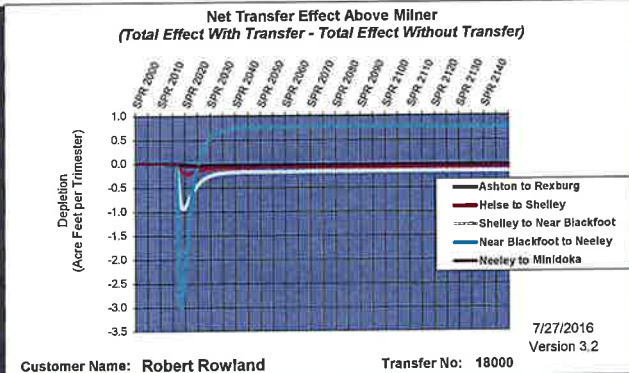
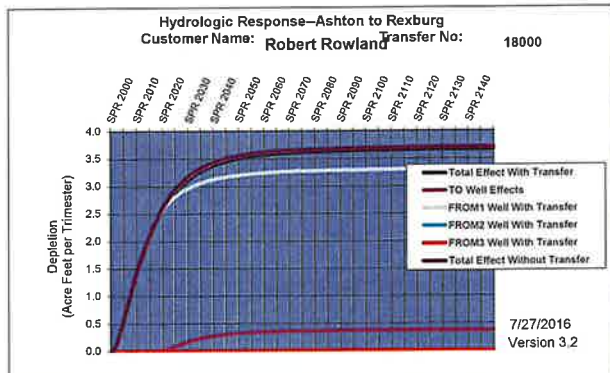
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SPR 2041	22	178	200	0	0	0	0
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WIN 2042	22	178	200	0	0	0	0
SPR 2043	22	178	200	0	0	0	0
SUM 2043	22	178	200	0	0	0	0
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SPR 2044	22	178	200	0	0	0	0
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WIN 2044	22	178	200	0	0	0	0
SPR 2045	22	178	200	0	0	0	0
SUM 2045	22	178	200	0	0	0	0
WIN 2045	22	178	200	0	0	0	0
SPR 2046	22	178	200	0	0	0	0
SUM 2046	22	178	200	0	0	0	0
WIN 2046	22	178	200	0	0	0	0
SPR 2047	22	178	200	0	0	0	0
SUM 2047	22	178	200	0	0	0	0
WIN 2047	22	178	200	0	0	0	0
SPR 2048	22	178	200	0	0	0	0
SUM 2048	22	178	200	0	0	0	0
WIN 2048	22	178	200	0	0	0	0
SPR 2049	22	178	200	0	0	0	0
SUM 2049	22	178	200	0	0	0	0
WIN 2049	22	178	200	0	0	0	0
SPR 2050	22	178	200	0	0	0	0
SUM 2050	22	178	200	0	0	0	0
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SUM 2051	22	178	200	0	0	0	0
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SPR 2052	22	178	200	0	0	0	0
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SPR 2053	22	178	200	0	0	0	0
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SPR 2054	22	178	200	0	0	0	0
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SPR 2055	22	178	200	0	0	0	0
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SPR 2058	22	178	200	0	0	0	0
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WIN 2058	22	178	200	0	0	0	0
SPR 2059	22	178	200	0	0	0	0
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WIN 2059	22	178	200	0	0	0	0
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SPR 2061	22	178	200	0	0	0	0
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SPR 2062	22	178	200	0	0	0	0
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SUM 2063	22	178	200	0	0	0	0
WIN 2063	22	178	200	0	0	0	0

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WIN 2064	22	178	200	0	0	0	0
SPR 2065	22	178	200	0	0	0	0
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WIN 2066	22	178	200	0	0	0	0
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WIN 2067	22	178	200	0	0	0	0
SPR 2068	22	178	200	0	0	0	0
SUM 2068	22	178	200	0	0	0	0
WIN 2068	22	178	200	0	0	0	0
SPR 2069	22	178	200	0	0	0	0
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WIN 2070	22	178	200	0	0	0	0
SPR 2071	22	178	200	0	0	0	0
SUM 2071	22	178	200	0	0	0	0
WIN 2071	22	178	200	0	0	0	0
SPR 2072	22	178	200	0	0	0	0
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WIN 2072	22	178	200	0	0	0	0
SPR 2073	22	178	200	0	0	0	0
SUM 2073	22	178	200	0	0	0	0
WIN 2073	22	178	200	0	0	0	0
SPR 2074	22	178	200	0	0	0	0
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SPR 2075	22	178	200	0	0	0	0
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SPR 2076	22	178	200	0	0	0	0
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WIN 2076	22	178	200	0	0	0	0
SPR 2077	22	178	200	0	0	0	0
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SPR 2081	22	178	200	0	0	0	0
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WIN 2081	22	178	200	0	0	0	0
SPR 2082	22	178	200	0	0	0	0
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SPR 2083	22	178	200	0	0	0	0
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SPR 2084	22	178	200	0	0	0	0
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SPR 2085	22	178	200	0	0	0	0
SUM 2085	22	178	200	0	0	0	0
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SPR 2086	22	178	200	0	0	0	0
SUM 2086	22	178	200	0	0	0	0
WIN 2086	22	178	200	0	0	0	0
SPR 2087	22	178	200	0	0	0	0
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SPR 2088	22	178	200	0	0	0	0
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WIN 2089	22	178	200	0	0	0	0
SPR 2090	22	178	200	0	0	0	0
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SPR 2093	22	178	200	0	0	0	0
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SPR 2094	22	178	200	0	0	0	0
SUM 2094	22	178	200	0	0	0	0
WIN 2094	22	178	200	0	0	0	0
SPR 2095	22	178	200	0	0	0	0
SUM 2095	22	178	200	0	0	0	0
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SPR 2096	22	178	200	0	0	0	0
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WIN 2098	22	178	200	0	0	0	0
SPR 2099	22	178	200	0	0	0	0
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SPR 2101	22	178	200	0	0	0	0
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WIN 2101	22	178	200	0	0	0	0
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SPR 2104	22	178	200	0	0	0	0
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WIN 2104	22	178	200	0	0	0	0
SPR 2105	22	178	200	0	0	0	0
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WIN 2105	22	178	200	0	0	0	0
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WIN 2107	22	178	200	0	0	0	0
SPR 2108	22	178	200	0	0	0	0
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SPR 2109	22	178	200	0	0	0	0
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WIN 2111	22	178	200	0	0	0	0
SPR 2112	22	178	200	0	0	0	0
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WIN 2112	22	178	200	0	0	0	0
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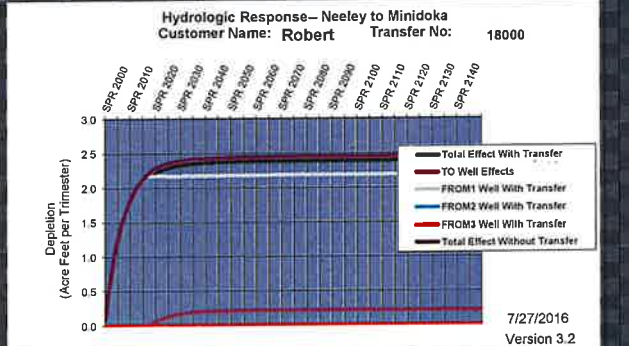
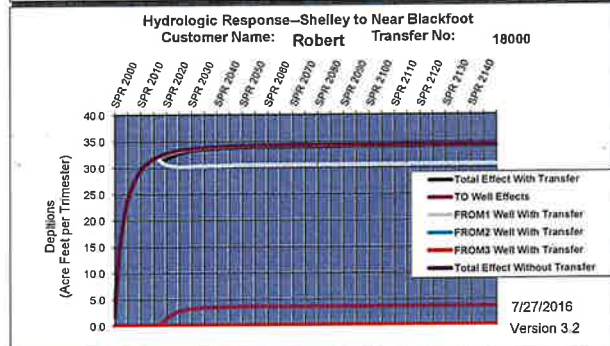
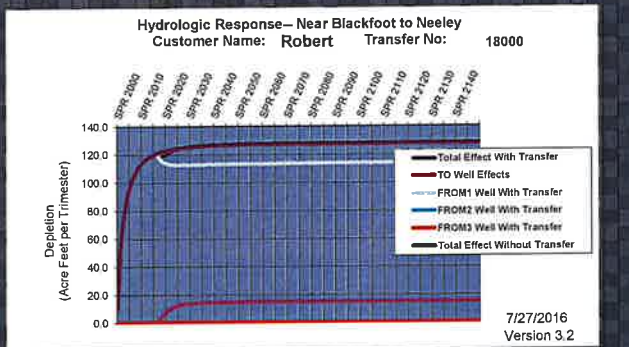
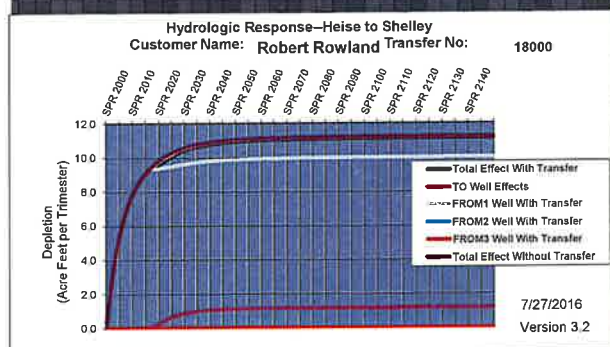
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WIN 2120	22	178	200	0	0	0	0
SPR 2121	22	178	200	0	0	0	0
SUM 2121	22	178	200	0	0	0	0
WIN 2121	22	178	200	0	0	0	0
SPR 2122	22	178	200	0	0	0	0
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SPR 2128	22	178	200	0	0	0	0
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SPR 2130	22	178	200	0	0	0	0
SUM 2130	22	178	200	0	0	0	0
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SPR 2131	22	178	200	0	0	0	0
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SPR 2132	22	178	200	0	0	0	0
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WIN 2132	22	178	200	0	0	0	0
SPR 2133	22	178	200	0	0	0	0
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WIN 2133	22	178	200	0	0	0	0
SPR 2134	22	178	200	0	0	0	0
SUM 2134	22	178	200	0	0	0	0
WIN 2134	22	178	200	0	0	0	0
SPR 2135	22	178	200	0	0	0	0
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SPR 2136	22	178	200	0	0	0	0
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WIN 2136	22	178	200	0	0	0	0
SPR 2137	22	178	200	0	0	0	0
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WIN 2137	22	178	200	0	0	0	0
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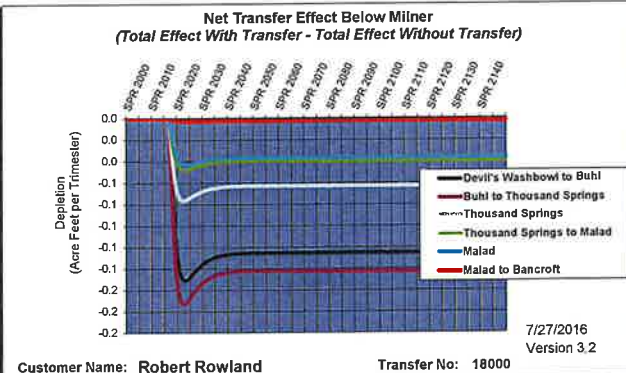
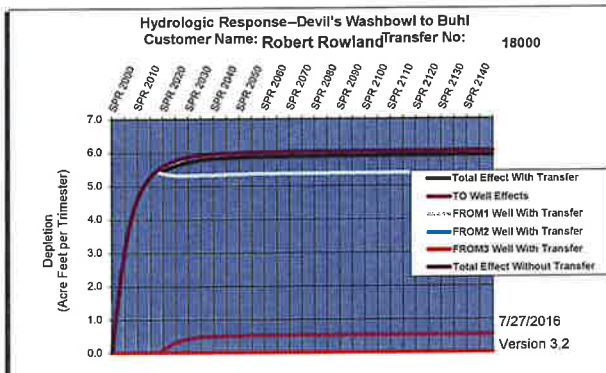
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WIN 2140	22	178	200	0	0	0	0
SPR 2141	22	178	200	0	0	0	0
SUM 2141	22	178	200	0	0	0	0
WIN 2141	22	178	200	0	0	0	0
SPR 2142	22	178	200	0	0	0	0
SUM 2142	22	178	200	0	0	0	0
WIN 2142	22	178	200	0	0	0	0
SPR 2143	22	178	200	0	0	0	0
SUM 2143	22	178	200	0	0	0	0
WIN 2143	22	178	200	0	0	0	0
SPR 2144	22	178	200	0	0	0	0
SUM 2144	22	178	200	0	0	0	0
WIN 2144	22	178	200	0	0	0	0
SPR 2145	22	178	200	0	0	0	0
SUM 2145	22	178	200	0	0	0	0
WIN 2145	22	178	200	0	0	0	0
SPR 2146	22	178	200	0	0	0	0
SUM 2146	22	178	200	0	0	0	0
WIN 2146	22	178	200	0	0	0	0
SPR 2147	22	178	200	0	0	0	0
SUM 2147	22	178	200	0	0	0	0
WIN 2147	22	178	200	0	0	0	0
SPR 2148	22	178	200	0	0	0	0
SUM 2148	22	178	200	0	0	0	0
WIN 2148	22	178	200	0	0	0	0
SPR 2149	22	178	200	0	0	0	0
SUM 2149	22	178	200	0	0	0	0
WIN 2149	22	178	200	0	0	0	0



Customer Name: **Robert Rowland**

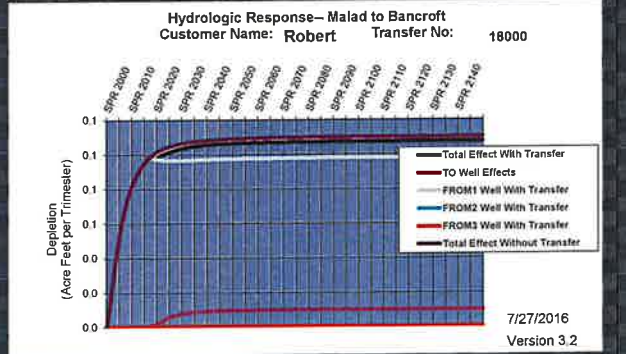
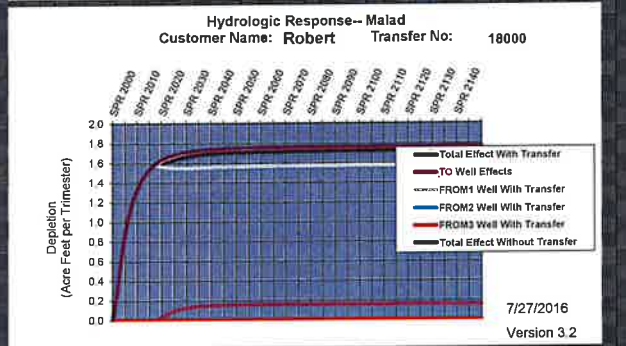
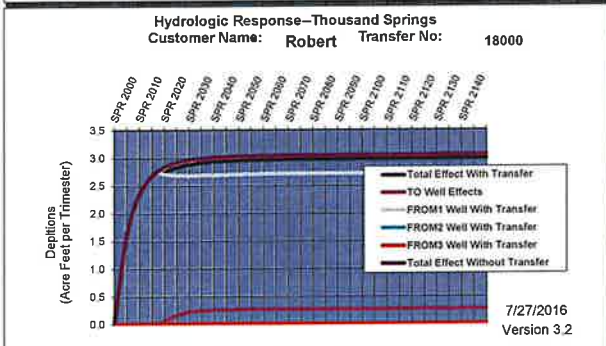
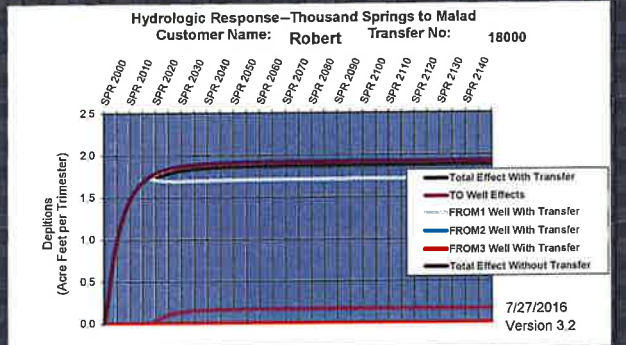
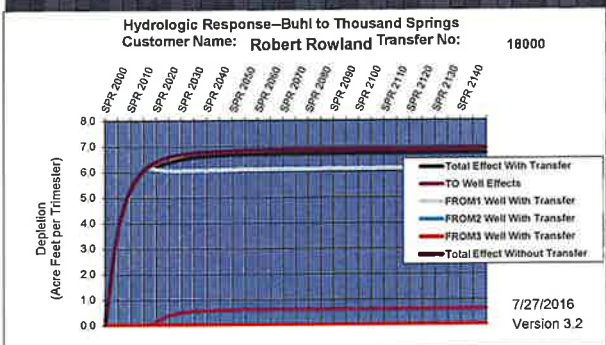
Transfer No: **18000**





Customer Name: Robert Rowland

Transfer No: 18000



Mitigation Analysis Period

Annual

One-Way Analysis of Independent Transfers

New Water Right (GModelo):

WR No.	Div.	Rate	Con. Vol.	No. of Irr.	Priority	POD	Dedicated Vol.	Model
		(CFS)	(AF/A)	Acres	Date	Location	AF/AJ AFT	Node
Transfer 1: Proposed Steady State Impacts following Transfer								
???	???	275.6	68.9	1/1/1990	8526E-3	275.6	91.9	SP082075
???	???	275.6	68.9	1/1/1990	8526E-3	275.6	91.9	SP068066
Transfer 1: Worst Case Transient State Impacts following Transfer								
???	???	275.6	68.9	1/1/1990	8526E-3	275.6	91.9	SP082075
???	???	275.6	68.9	1/1/1990	8526E-3	275.6	91.9	SP068066

Impact by Reach (AF/Annum)

Ashton to Rexburg	Heise to Shelley	Shelley to Nr Blackf	Nr Blackf To Neeley	Neeley to Minidoka	Dev. Wbl. To Buhl	Buhl to Kspr	Kspr	Kspr to Malad	Malad	Malad to Bancroft
3.71	11.21	34.26	127.35	2.45	6.05	6.87	3.05	1.92	1.76	0.11
3.67	11.14	34.09	128.12	2.39	5.92	6.73	2.99	1.88	1.72	0.11
3.71	11.21	34.26	127.35	2.45	6.05	6.87	3.05	1.92	1.76	0.11
3.67	11.14	34.09	128.12	2.39	5.92	6.73	2.99	1.88	1.72	0.11

Steady State Analysis

Mitigation Check 1 - >10% of Historical:	-1.0%	-0.6%	-0.5%	0.6%	-2.2%	-2.1%	-2.1%	-2.1%	-2.1%	-2.1%	-2.1%
Mitigation Check 2 - > 6 AF/A:	0.0	-0.1	-0.2	0.8	-0.1	-0.1	-0.1	0.0	0.0	0.0	0.0
Mitigation Check 3 - >10% of Total:	1.8%	5.6%	17.2%	64.5%	1.2%	3.0%	3.4%	1.5%	0.9%	0.9%	0.1%
Mitigation Required?	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
Mitigation Vol. Req'd (ac-ft)	0.0	-0.1	-0.2	0.8	-0.1	-0.1	-0.1	0.0	0.0	0.0	0.0

Transient State Analysis

Mitigation Check 1 - >10% of Historical:	-1.0%	-0.6%	-0.5%	0.6%	-2.2%	-2.1%	-2.1%	-2.1%	-2.1%	-2.1%	-2.1%
Mitigation Check 2 - > 6 AF/A:	0.0	-0.1	-0.2	0.8	-0.1	-0.1	-0.1	0.0	0.0	0.0	0.0
Mitigation Required?	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
Mitigation Vol. Req'd (ac-ft)	0.0	-0.1	-0.2	0.8	-0.1	-0.1	-0.1	0.0	0.0	0.0	0.0

Read Me



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

Phone: (208) 525-7161 FAX: (208) 525-7177 www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

September 25, 2017

A W HARDY FAMILY INVESTMENTS LTD
13297 TRAIL RIDER CIRCLE
DRAPER, UT 84020

Re: Transfer No.: 81297
Water Right No(s): 35-7724
Transfer Approval Notice

Dear Water Right Holder:

The Department of Water Resources has issued the enclosed approved Transfer of Water Right(s). Please be sure to thoroughly review the conditions of approval and remarks listed on the approval document.

The Transfer of Water Right(s) is a PRELIMINARY ORDER issued by the Department pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action by the Department unless the APPLICANT petitions for reconsideration or files an exception and/or brief within fourteen (14) days of the service date as described in the enclosed information sheet.

ANY PERSON aggrieved by any decision, determination, order or action of the Department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Department and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

If the transfer approval includes a condition requiring measuring and recording devices, such devices shall comply with specifications established by the Department. Detailed specifications are available on the Department's home page on the Internet, or you can request a copy by contacting any office of the Department. Please be sure to thoroughly review the specifications to avoid unnecessary costs for reinstallation or modification due to non-conforming or improperly installed devices.

Please note that water right owners are required to report any change of water right ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Contact any office of the Department or visit the Department's homepage on the Internet to obtain the proper forms and instructions.

If you have any questions, please contact me at (208) 525-7161.

Sincerely,

A handwritten signature in blue ink, appearing to read 'J Cefalo', is written over a faint, stylized blue line graphic.

James Cefalo
Water Resources Program Manager

Enclosure

JC:sc

CERTIFICATE OF SERVICE

I hereby certify that on September 25, 2017 I mailed a true and correct copy, postage prepaid, of the foregoing PRELIMINARY ORDER (Approved Transfer) to the person(s) listed below:

**Re: Transfer No.: 81297
Water Right No(s): 35-7724**

**A W HARDY FAMILY INVESTMENTS LTD
13297 TRAIL RIDER CIRCLE
DRAPER, UT 84020**

**THOMAS J BUDGE
RACINE OLSON NYE BUDGE & BAILEY CTD
PO BOX 1391
POCATELLO, ID 83204-1391**

**GARY L ANDERSON
RT 2 BOX 154
POCATELLO, ID 83202**

**BARKER ROSHOLT & SIMPSON
PO BOX 63
TWIN FALLS, ID 83303-0063**

**FLETCHER LAW OFFICE
PO BOX 248
BURLEY, ID 83318-0248**



**Sharla Cox
Administrative Assistant**

EXPLANATORY INFORMATION TO ACCOMPANY A PRELIMINARY ORDER

(To be used in connection with actions when a hearing was not held)

(Required by Rule of Procedure 730.02)

The accompanying order or approved document is a "Preliminary Order" issued by the department pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action of the Department of Water Resources ("department") unless a party petitions for reconsideration, files an exception and brief, or requests a hearing as further described below:

PETITION FOR RECONSIDERATION

Any party may file a petition for reconsideration of a preliminary order with the department within fourteen (14) days of the service date of this order. **Note: the petition must be received by the department within this fourteen (14) day period.** The department will act on a petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. See Section 67-5243(3) Idaho Code.

EXCEPTIONS AND BRIEFS

Within fourteen (14) days after: (a) the service date of a preliminary order, (b) the service date of a denial of a petition for reconsideration from this preliminary order, or (c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration from this preliminary order, any party may in writing support or take exceptions to any part of a preliminary order and may file briefs in support of the party's position on any issue in the proceeding with the Director. Otherwise, this preliminary order will become a final order of the agency.

REQUEST FOR HEARING

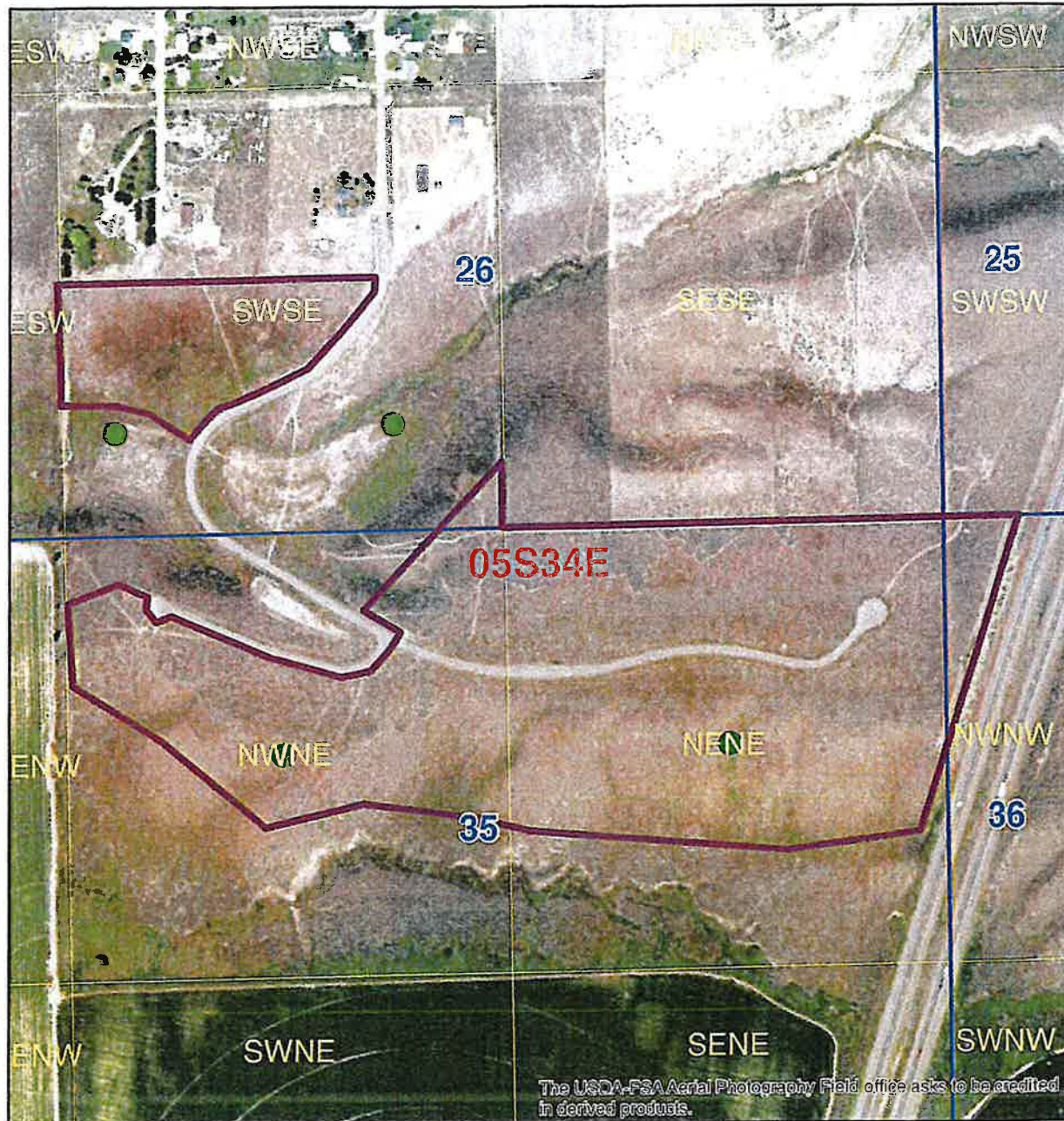
Unless a right to a hearing before the Department or the Water Resource Board is otherwise provided by statute, any person aggrieved by any final decision, determination, order or action of the Director of the Department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Director and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

ORAL ARGUMENT

If the Director grants a petition to review the preliminary order, the Director shall allow all parties an opportunity to file briefs in support of or taking exceptions to the preliminary order and may schedule oral argument in the matter before issuing a final order. If oral arguments are to be heard, the Director will within a reasonable time period notify each party of the place, date and hour for the argument of the case. Unless the Director orders otherwise, all oral arguments will be heard in Boise, Idaho.

Transfer Approval 81297

This map depicts the IRRIGATION place of use boundary at the time of this transfer approval and is attached to the approval document solely for illustrative purposes.



Legend

- Water Right POD
- Water Right POU
- Township/Range
- Sections
- QQ

0 220 440 880 Feet
1 inch = 478 feet



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

TRANSFER OF WATER RIGHT
TRANSFER NO. 81297

This is to certify that: A W HARDY FAMILY INVESTMENTS LTD
13297 TRAIL RIDER CIRCLE
DRAPER, UT 84020

has requested a change to the water right(s) listed below. This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code. A summary of the changes is also listed below. The authorized change for each affected water right, including conditions of approval, is shown on the following pages of this document.

Summary of Water Rights Before the Proposed Changes

<u>Water Right</u>	<u>Origin/Basis</u>	<u>Priority Date</u>	<u>Diversion Rate</u>	<u>Diversion Volume</u>	<u>Acre Limit</u>	<u>Total Acres</u>	<u>Source</u>
35-7724	WR/DECREED	6/23/1977	0.530 cfs	140.0 af	N/A	35.0	GROUND WATER

Associated Water Rights Also Included in the Transfer Approval (Conditions Updated)

<u>Water Right</u>	<u>Origin/Basis</u>	<u>Priority Date</u>	<u>Diversion Rate</u>	<u>Diversion Volume</u>	<u>Acre Limit</u>	<u>Total Acres</u>	<u>Source</u>
29-14197	WR/DECREED	10/28/1953	0.290 cfs	65.2 af	16.3	53.2	GROUND WATER

Purpose of Transfer (Changes Proposed)

<u>Current Number</u>	<u>Split</u>	<u>POD</u>	<u>POU</u>	<u>Add POD</u>	<u>Period of Use</u>	<u>Nature of Use</u>
35-7724	NO	YES	YES	YES	NO	NO

Summary Of Water Rights After the Approved Change

<u>Existing Right</u>	<u>New No. (Changed Portion)</u>	<u>Transfer Rate</u>	<u>Transfer Volume</u>	<u>Acre Limit</u>	<u>Total Acres</u>	<u>New No. (remaining portion)</u>	<u>Remaining Rate</u>	<u>Remaining Volume</u>	<u>Remaining Acre Limit</u>	<u>Remaining Total Acres</u>
35-7724	29-14198	0.530 cfs	124.0 af	31.0	53.2	N/A				
COMBINED TOTALS		0.530 cfs	124.0 af	31.0	53.2		N/A	N/A	N/A	N/A

This water right(s) is subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources. Detailed Water Right Description(s) attached.

Dated this 25th day of September, 2017.


Water Resources Program Manager

Transfer No. 81297

WATER RIGHT NO. 29-14198**As Modified by Transfer No. 81297**

In accordance with the approval of Transfer No. 81297, Water Right No. 29-14198 is now described as follows:

Right Holder: GARY L ANDERSON
RT 2 BOX 154
POCATELLO, ID 83202

Priority Date: 6/23/1977

Source: GROUND WATER

BENEFICIAL USE

IRRIGATION

From

4/01

To

to 11/01

Diversion Rate

0.530 cfs

0.530 cfs

Diversion Volume

124.0 af

124.0 af

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER	SESWSE	Sec 26 Twp 05S Rge 34E	BANNOCK County
GROUND WATER	NWNE	Sec 35 Twp 05S Rge 34E	BANNOCK County
GROUND WATER	SWSWSE	Sec 26 Twp 05S Rge 34E	BANNOCK County
GROUND WATER	NENE	Sec 35 Twp 05S Rge 34E	BANNOCK County

PLACE OF USE: IRRIGATION

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
05S	34E	26															7.5		7.5
05S	34E	35	28.3	15.7															44.0
05S	34E	36							1.7										1.7

Right Acre Limit: 31.0

POU Total Acres: 53.2

CONDITIONS OF APPROVAL

1. This right is limited to the irrigation of 31 acres within the authorized place of use in a single irrigation season.
2. Rights 29-14197 and 29-14198 when combined shall not exceed the irrigation of 47.3 acres.
3. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the place of use.
4. Upon completion of the points of diversion authorized under Transfers 81291 and 81297, the right holder shall notify the department of the location of the wells completed and request that any unused points of diversion be removed from the water right.

Transfer No. 81297

WATER RIGHT NO. 29-14198

As Modified by Transfer No. 81297

CONDITIONS OF APPROVAL

5. Prior to diversion and use of water under Transfer approval 81297, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion, in accordance with Department specifications.
6. Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
7. This right does not grant any right-of-way or easement across the land of another.
8. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
9. The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
10. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
11. Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

Transfer No. 81297

WATER RIGHT NO. 29-14197**As Modified by Transfer No. 81297**

In accordance with the approval of Transfer No. 81297, Water Right No. 29-14197 is now described as follows:

Right Holder: A W HARDY FAMILY INVESTMENTS LTD
13297 TRAIL RIDER CIRCLE
DRAPER, UT 84020

Priority Date: 10/28/1953

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Diversion Volume</u>
IRRIGATION	04/01	to 10/31	0.290 cfs	65.2 af
			0.290 cfs	65.2 af

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER	SESWSE	Sec 26 Twp 05S Rge 34E	BANNOCK County
GROUND WATER	SWSWSE	Sec 26 Twp 05S Rge 34E	BANNOCK County
GROUND WATER	NENE	Sec 35 Twp 05S Rge 34E	BANNOCK County
GROUND WATER	NWNE	Sec 35 Twp 05S Rge 34E	BANNOCK County

PLACE OF USE: IRRIGATION

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
05S	34E	26															7.5		7.5
05S	34E	35	28.3	15.7															44.0
05S	34E	36						1.7											1.7

Right Acre Limit: 16.3

POU Total Acres: 53.2

CONDITIONS OF APPROVAL

1. This right is limited to the irrigation of 16.3 acres within the authorized place of use in a single irrigation season.
2. Rights 29-14197 and 29-14198 when combined shall not exceed the irrigation of 47.3 acres.
3. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the place of use.
4. Upon completion of the points of diversion authorized under Transfers 81291 and 81297, the right holder shall notify the department of the location of the wells completed and request that any unused points of diversion be removed from the water right.

Transfer No. 81297

WATER RIGHT NO. 29-14197

As Modified by Transfer No. 81297

CONDITIONS OF APPROVAL

5. Prior to diversion and use of water under Transfer approval 81291, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion, in accordance with Department specifications.
6. Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
7. This right does not grant any right-of-way or easement across the land of another.
8. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
9. The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
10. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
11. Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

Transfer No. 81297

85565

Attachment #7a

Maps of proposed POU & PODs

New POU

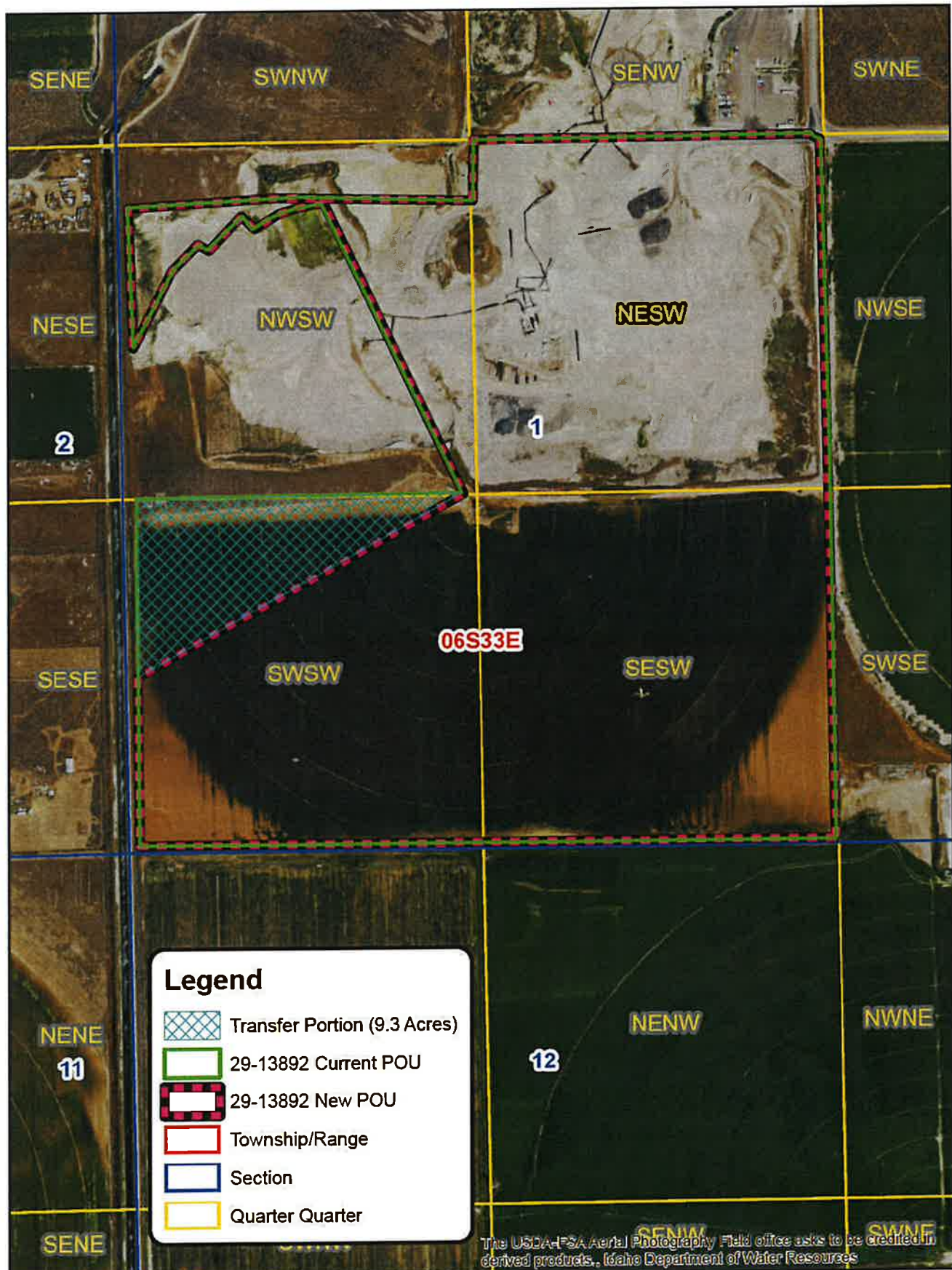




Attachment #7b

Proposed change to existing POU

29-13892 POU w/Changes



Attachment #10

Spreadsheet Calculation & Subdivision Replat Map

ATTACHMENT #10

Applicant: A.W. Hardy Family Investments, Ltd., Steven L. Hardy as Trustee
 Water Rights: 29-13892
 29-14197
 29-14198

TRANSFER AMOUNT 29-13892

	Current	Transfer	Remainder
Acres	126.9	9.3	117.6
CFS	2.28	0.17	2.11
AF	507.6	37.2	470.4

TRANSFER AMOUNT 29-14197

	Current	Transfer	Remainder
Acres	16.3	16.3	0
CFS	0.29	0.29	0.00
AF	65.2	65.2	0

TRANSFER AMOUNT 29-14198

	Current	Transfer	Remainder
Acres	31	31	0
CFS	0.53	0.53	0.00
AF	124	124	0

POD CHANGE

From POD				To POD				CFS	AF	Acres
Twp	Rge	Sec	QQ	Twp	Rge	Sec	QQ			
6S	33E	1	NWSESW	Multiple, see Part 1B(3) of Application				0.17	37.20	9.3

POD BEFORE & AFTER

POD				Pre-Transfer			Post-Transfer			Change		
Twp	Rge	Sec	QQ	CFS	Acres	AF	CFS	Acres	AF	CFS	Acres	AF
6S	33E	1	NWSESW	2.28	126.9	507.6	2.11	89.7	498.3	(0.17)	(37.20)	(9.30)
Multiple, see Part 1B(3) of Application				0.82	47.3	189.2	0.99	56.6	226.4	0.17	9.30	37.20

85365

BOUNDARY DESCRIPTION

BLOCK 1

LOTS 1/8 AND 2, BLOCK 1, PRAIRIE ESTATES SUBDIVISION AS THE SAME APPEARS ON THE OFFICIAL PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF BANNOCK COUNTY AS INSTRUMENT NO. 2072291, LOCATED IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36 AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, ALL BEING IN TOWNSHIP 5 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

Beginning at the East 1/8 corner on the North line of Section 36, said point being monumented by a 2" aluminum cap monument stamped "181" as described in CFS; instrument no. 70373 in the official records of Bannock County, said point being an angle point on the North boundary line of Prairie Estates, said point also being the northerly terminus of the lot line shared by Lots 2 & 3, Block 1 of said Prairie Estates.

Thence South 29°50'00" West, along said lot line, a distance of 401.85 feet to a point on the northerly right-of-way line of Walton Road, said point being a point of non-tangency with a 100.00 foot radius curve whose center bears North 20°10'00" East; thence following along the northerly and westerly right-of-way of Walton Road over the following (3) courses:

1. Following along said curve to the right through a central angle of 11°52'11" for an arc length of 208.48 feet to a point of tangency.
2. North 89°50'00" East a distance of 508.18 feet to a point of curvature with a 100.00 foot radius curve whose center bears North 21°52'50" East.
3. Following along said curve to the right through a central angle of 13°54'11" for an arc length of 84.04 feet (the chord of said curve bears North 0°50'00" East a distance of 348.87 feet) to a point of reverse curvature with a 60.00 foot radius curve whose center bears North 4°10'00" West.
4. Following along said curve to the left through a central angle of 27°00'00" for an arc length of 408.48 feet to a point of tangency.
5. North 36°10'00" East a distance of 130.22 feet to a point of curvature with a 140.00 foot radius curve whose center bears North 1°10'00" West.
6. Following along said curve to the left through a central angle of 10°22'11" for an arc length of 13.80 feet (the chord of said curve bears North 10°22'11" East a distance of 10.28 feet) to a point of cusp with an angle point on the North boundary line of said Prairie Estates.

Thence following along the northerly boundary lines of Prairie Estates over the following three (3) courses:

1. South 0°10'00" West a distance of 30.00 feet.
2. South 89°50'00" East a distance of 308.18 feet.
3. South 0°10'00" West a distance of 408.47 feet to the point of beginning.

CONTAINING 12.48 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, JAY L. CORNELISON, A REGISTERED LAND SURVEYOR OF THE STATE OF IDAHO, DO HEREBY CERTIFY THAT A SURVEY WAS MADE UNDER MY DIRECTION OF THE LAND DESCRIBED IN THE ACCOMPANYING BOUNDARY DESCRIPTION AND THAT THE PLAT UPON WHICH THIS CERTIFICATION APPEARS WAS MADE UNDER MY DIRECTION. I FURTHER CERTIFY THAT THE ACCOMPANYING MAP CORRECTLY DEPICTS THE DIVISION OF THE LAND AS SHOWN UPON THE GROUND, THAT THE MONUMENTS SHOWN CONFORM WITH THAT SET OR FOUND UPON THE GROUND, AND THAT THE FORESTED PROVISIONS OF THE STATUTES OF THE STATE OF IDAHO, TOGETHER WITH ALL LOCAL ORDINANCES PERTAINING THERETO HAVE BEEN COMPLIED WITH.

Jay L. Cornelison
JAY L. CORNELISON
REGISTERED LAND SURVEYOR
IDaho State Board of Surveyors
No. 2341
DATE 6-25-19

OWNER'S CERTIFICATE

I, JASON DIXON, CERTIFY THAT THE UNDERSIGNED OWNERS OF THE LAND DESCRIBED IN THE BOUNDARY DESCRIPTION HAS CAUSED THE SAME TO BE SUBDIVIDED INTO BLOCKS WITH LOTS, AND DO HEREBY WARRANT AND SAVE THE COUNTY OF BANNOCK HARMLESS FROM ANY EXISTING EASEMENTS OR ENCUMBRANCES. IT IS THE INTENTION OF THE OWNERS TO INCLUDE ALL OF THE LAND DESCRIBED IN THE BOUNDARY DESCRIPTION IN THIS PLAT. THE LOCATION AND THE DIMENSIONS OF THE BLOCKS AND LOTS ARE TO BE AS SHOWN ON THE ACCOMPANYING MAP OF THE PROPERTY. LOTS 1/8 BLOCK 1 AND LOT 3/8 BLOCK 2 ARE DEDICATED TO THE HOMEOWNERS ASSOCIATION. THE EASEMENTS SHOWN ARE GRANTED TO THE PUBLIC FOR PUBLIC UTILITIES, ROADWAY RIGHTS, OR FOR ANY OTHER USE DESIGNATED ON THE PLAT, AND NO STRUCTURES OTHER THAN THOSE FOR SUCH UTILITY PURPOSES ARE TO BE ERECTED WITHIN THE LINES OF SAID EASEMENTS.

IN WITNESS WHEREOF, THE OWNERS DO HERETOBY SET THEIR HANDS:

Steven Leen Hardy
STEVEN LEEN HARDY
REGISTERED ATTORNEY
WITH POWER OF ATTORNEY
NUPRETCO ASSOCIATES, LLC
Steven Leen Hardy
STEVEN LEEN HARDY
THE WEA AND RUTH HARDY TRUST
Steven Leen Hardy
STEVEN LEEN HARDY
WITH POWER OF ATTORNEY
NUS REAL PROPERTIES, LLC

BLOCK 2

LOTS 3/8 AND 4 THROUGH 13, BLOCK 2, PRAIRIE ESTATES SUBDIVISION AS THE SAME APPEARS ON THE OFFICIAL PLAT THEREOF FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF BANNOCK COUNTY AS INSTRUMENT NO. 2072291, LOCATED IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36 AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, ALL BEING IN TOWNSHIP 5 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

Beginning at the North 1/8 corner on the North line of Section 36, said point being monumented with a 2" aluminum cap monument, said point being the southwest corner of the said Prairie Estates.

Thence North 29°50'00" East, along the West boundary line of Prairie Estates, a distance of 130.22 feet to the South 1/4 corner of Section 36 as described in corner perpetuation filed for record in the official records of Bannock County as instrument no. 2002078.

Thence North 27°01'11" East, continuing along the East boundary line of Prairie Estates, a distance of 475.88 feet to the westerly terminus of the lot line shared by Lots 2 and 3, Block 2, Prairie Estates Subdivision, said point being a point of non-tangency with a 125.00 foot radius curve whose center bears North 20°10'00" East; thence following along said lot line over the following three (3) courses:

1. Following along said curve to the left through a central angle of 27°01'11" for an arc length of 83.13 feet (the chord of said curve bears South 70°10'00" East a distance of 81.74 feet) to a point of tangency.
2. South 89°50'00" East a distance of 508.18 feet to a point of curvature with a 100.00 foot radius curve whose center bears North 21°52'50" East.
3. Following along said curve to the right through a central angle of 42°50'00" for an arc length of 208.48 feet (the chord of said curve bears South 0°50'00" East a distance of 348.87 feet) to a point of non-tangency with the westerly right-of-way of Walton Road, said point being a point of non-tangency with a 100.00 foot radius curve whose center bears South 20°10'00" East.
4. Following along said curve to the right through a central angle of 11°52'11" for an arc length of 208.48 feet to a point of tangency.
5. North 89°50'00" East a distance of 508.18 feet to a point of curvature with a 100.00 foot radius curve whose center bears North 21°52'50" East.
6. Following along said curve to the left through a central angle of 13°54'11" for an arc length of 84.04 feet (the chord of said curve bears North 0°50'00" East a distance of 348.87 feet) to a point of reverse curvature with a 60.00 foot radius curve whose center bears North 4°10'00" West.
7. Following along said curve to the left through a central angle of 27°00'00" for an arc length of 408.48 feet to a point of tangency.
8. South 36°10'00" East a distance of 130.22 feet to a point of curvature with a 140.00 foot radius curve whose center bears North 1°10'00" West.
9. Following along said curve to the left through a central angle of 10°22'11" for an arc length of 13.80 feet (the chord of said curve bears North 10°22'11" East a distance of 10.28 feet) to a point of cusp with an angle point on the North boundary line of said Prairie Estates.

Thence following along the westerly and southwesterly right-of-way of Walton Road over the following three (3) courses:

1. Following along said curve to the left through a central angle of 11°52'11" for an arc length of 83.13 feet (the chord of said curve bears South 70°10'00" East a distance of 81.74 feet) to a point of tangency.
2. South 89°50'00" East a distance of 508.18 feet to a point of curvature with a 100.00 foot radius curve whose center bears North 21°52'50" East.
3. Following along said curve to the left through a central angle of 42°50'00" for an arc length of 208.48 feet (the chord of said curve bears South 0°50'00" East a distance of 348.87 feet) to a point of non-tangency with the westerly right-of-way of Walton Road, said point being a point of non-tangency with a 100.00 foot radius curve whose center bears South 20°10'00" East.
4. Following along said curve to the right through a central angle of 11°52'11" for an arc length of 208.48 feet to a point of tangency.
5. North 89°50'00" East a distance of 508.18 feet to a point of curvature with a 100.00 foot radius curve whose center bears North 21°52'50" East.
6. Following along said curve to the left through a central angle of 13°54'11" for an arc length of 84.04 feet (the chord of said curve bears North 0°50'00" East a distance of 348.87 feet) to a point of reverse curvature with a 60.00 foot radius curve whose center bears North 4°10'00" West.
7. Following along said curve to the left through a central angle of 27°00'00" for an arc length of 408.48 feet to a point of tangency.
8. South 36°10'00" East a distance of 130.22 feet to a point of curvature with a 140.00 foot radius curve whose center bears North 1°10'00" West.
9. Following along said curve to the left through a central angle of 10°22'11" for an arc length of 13.80 feet (the chord of said curve bears North 10°22'11" East a distance of 10.28 feet) to a point of cusp with an angle point on the North boundary line of said Prairie Estates.

Thence South 29°50'00" West, along said lot line, a distance of 401.85 feet to a point on the easterly boundary line of Prairie Estates, said point also being a point on the westerly right-of-way of Interstate 15, non-federal and project 15-0073.

Thence following along the easterly boundary line of Prairie Estates and the westerly right-of-way of Interstate 15 over the following three (3) courses:

1. South 10°10'00" West a distance of 110.10 feet.
2. South 89°50'00" West a distance of 308.18 feet.
3. South 10°10'00" West a distance of 108.73 feet to the southeast corner of Prairie Estates.

Thence North 89°50'00" West, along the South boundary line of Prairie Estates, a distance of 238.04 feet to the point of beginning.

CONTAINING 12.48 ACRES, MORE OR LESS.

ACKNOWLEDGMENT

STATE OF UT COUNTY OF Box Lake
ON THIS 1 DAY OF JULY IN THE YEAR 2019,
BEFORE ME, JAY L. CORNELISON, A NOTARY PUBLIC,
PERSONALLY APPEARED STEVEN LEEN HARDY, KNOWN OR
CERTIFIED TO ME TO BE THE PERSON WHOSE NAME IS
SUBSCRIBED TO THE WITHIN INSTRUMENT FOR THE FOLLOWING
ENTITIES: THE WEA AND RUTH HARDY TRUST, NUPRETCO ASSOCIATES, LLC, NUS REAL PROPERTIES, LLC, AND
ACKNOWLEDGED TO ME THAT HE SUBSCRIBED HIS OWN NAME
AS AN AUTHORIZED SIGNOR OF SUCH ENTITY OR WAS
OTHERWISE AUTHORIZED TO SIGN THROUGH A VALID POWER
OF ATTORNEY.

Steven Leen Hardy
STEVEN LEEN HARDY
THE WEA AND RUTH HARDY TRUST
NUPRETCO ASSOCIATES, LLC
Steven Leen Hardy
STEVEN LEEN HARDY
THE WEA AND RUTH HARDY TRUST
NUS REAL PROPERTIES, LLC

MY COMMISSION EXPIRES 21 DAY OF AUGUST 2021
David I. Smith
DAVID I. SMITH
Notary Public, State of Utah
Commission #00442
My Commission Expires 08/21/21

SANITARY RESTRICTIONS
A SANITARY RESTRICTION IS IN FORCE FOR IDAHO CODE 50-1328 TO 50-1330 ON THIS PLAT. NO BUILDING, DWELLING, OR SHED SHALL BE ERECTED WITHIN. SANITARY RESTRICTIONS REQUIREMENTS ARE LIFTED. SANITARY RESTRICTIONS SHALL BE BATTERED AND LIFTED ON A LOT BY LOT BASIS.

DATE 7/18/19 HEALTH DISTRICT SIGNATURE Kan Kibbe

PRAIRIE ESTATES - REPLAT

A REPLAT OF LOTS 1 & 2, BLOCK 1 AND LOTS 3 THROUGH 13, BLOCK 2 PRAIRIE ESTATES

LOCATED IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26 AND THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, ALL BEING IN TOWNSHIP 5 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO

NOTES

1. PLEASE REFER TO THE PLAT OF PRAIRIE ESTATES (INST. NO. 2072291) FOR INFORMATION PERTAINING TO EXISTING EASEMENTS WITHIN THIS SUBDIVISION.
2. A 10' WIDE EASEMENT FOR THE PLACEMENT AND MAINTENANCE OF IRRIGATION LINES FOR THE LOTS WITHIN PRAIRIE ESTATES AS WELL AS PRAIRIE ESTATES - REPLAT.
3. THIS REPLAT IS BEING PERFORMED TO ADJUST THE BOUNDARIES OF THESE LOTS TO INCLUDE OPEN SPACE WITHIN THE INDIVIDUAL LOTS. THE AREA OF THE OPEN SPACE PER PRAIRIE ESTATES IS BEING SHOWN ON EACH LOT OF THIS REPLAT.
4. LOT 1, BLOCK 1 AND LOT 3, BLOCK 2 ARE DEDICATED AS OPEN SPACE TO BE PRIVATELY OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
5. A 40' WIDE PUBLIC UTILITY AND PRIVATE ACCESS EASEMENT (BEING 20 FEET ON EACH SIDE OF THE LOT LINE) FOR THE CONSTRUCTION AND MAINTENANCE OF UNDERGROUND UTILITY LINES AND FOR ACCESS TO LOTS 3 THROUGH 8, BLOCK 2, PRAIRIE VISTA DRIVE (ORIGINALLY HAWKES DRIVE) IS TO BE PRIVATELY MAINTAINED BY THE OWNERS AS DESCRIBED IN THE PRAIRIE ESTATES RESTRICTIVE COVENANTS.

BANNOCK COUNTY

THIS PLAT WAS DULY ACCEPTED AND APPROVED BY RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS ON THIS 25 DAY OF JULY 2019.

Steven Dixon
STEVEN DIXON
(CHAIRMAN OF THE BOARD)
Jason Dixon
JASON DIXON
(COUNTY CLERK)
Michael R. Jaglowski, P.E.
MICHAEL R. JAGLOWSKI, P.E.
(COUNTY ENGINEER)

COUNTY SURVEYOR'S CERTIFICATE

I, MATTHEW S. BAKER, A REGISTERED LAND SURVEYOR IN AND FOR BANNOCK COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND COMPUTATIONS SHOWN HEREON, AND HAVE DETERMINED THAT THE REQUIREMENT OF IDAHO CODE 50-1305 HAVE BEEN MET, AND I

APPROVE THE SAME FOR FILING THIS 25 DAY OF July 2019.

Matthew S. Baker
MATTHEW S. BAKER
LS 13022

IRRIGATION WATER RIGHTS STATEMENT

WATER RIGHTS AND ASSIGNMENT OBLIGATIONS ARE NOT APPURTENANT TO THE LANDS WITHIN THIS PLAT. LOTS WITHIN THIS SUBDIVISION WILL NOT RECEIVE AN IRRIGATION WATER RIGHT.

COUNTY TREASURER'S CERTIFICATE

PURSUANT TO 50-1306, IDAHO CODE, I, JENNIFER CLARK, DO HEREBY CERTIFY THAT ALL COUNTY PROPERTY TAXES DUE ON THE PROPERTY BEING SUBDIVIDED, BOTH DELINQUENT AND CURRENT, HAVE BEEN PAID IN FULL.

THROUGH 12/31/18
Jennifer Clark
JENNIFER CLARK
DATE 7/30/19

COUNTY RECORDER'S CERTIFICATE

I, JASON DIXON, CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BANNOCK, IDAHO ON THIS 30th DAY OF July 2019 AT 3:31 P.M. AT THE REQUEST OF RMES AND WAS DULY RECORDED.

AS INSTRUMENT NUMBER 21911009

Jason Dixon
JASON DIXON, COUNTY RECORDER

PRAIRIE ESTATES - REPLAT A REPLAT OF LOTS 1 & 2, BLOCK 1 AND LOTS 3 THROUGH 13, BLOCK 2 PRAIRIE ESTATES LOCATED IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26 AND THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, ALL BEING IN TOWNSHIP 5 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO	
RMES Engineers • Surveyors • Planners 201 South 20th St., #100 • Broomfield, CO 80020 • (781) 872-4110 and E. Oak St. • Poudre Valley, CO 80501 • (970) 234-0110	
REVISIONS	SURVEYED BY <u>JCK, USM, JCE</u> OFFICE WORK BY <u>JCK, JCE</u>
PROJECT NO. <u>18036</u>	DATE <u>JULY 18, 2019</u>
DRAWING BY <u>18036g, ShumPaine, Cates</u>	SCALE: 1" = 200 FEET
SHEET 2 OF 2	

21911807

PRAIRIE ESTATES – REPLAT
CERTIFICATE OF CORRECTION TO THE FRACTIONAL DESIGNATION OF THE SECTIONS IN THE
TITLE BLOCKS AND LEGAL DESCRIPTIONS AND CORRECTION OF THE BASIS OF BEARINGS

It is hereby certified that the undersigned was the Professional Land Surveyor under whose direction PRAIRIE ESTATES – REPLAT, being a subdivision in Township 5 South, Range 34 East, Boise Meridian, Bannock County, Idaho. The plat was recorded in Bannock County as Instrument Number 21911109.

The Fractional Designation as shown in the title blocks and legal descriptions was found to contain an error. The correct fractional designation in the title blocks and legal descriptions should read as follows:

LOCATED IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26 AND THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 35, ALL BEING IN TOWNSHIP 5 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO.

The Basis of Bearings statement was incorrectly listed as being the North line of Section 26. The North line of Section 26 is NOT shown on the face of the plat. The correct basis of bearings is the North line of Section 35 between the East 1/16 Corner on the North line of Section 35 and the Northeast Corner of Section 35.

RECORDED AT
BANNOCK COUNTY IDAHO

RECORDED AT
FEE 10-0000



21911807

2019 AUG 12 P 2:47

State of Idaho)

) SS.

County of Bannock)

On this 8 Day of Aug, 2019, JAY L. CORNELISON appeared before me, Scott Jenkins a Notary Public In And For Said State, personally 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 first above written.

Scott Jenkins
Notary Public
Residing at Bannock CO, Idaho
My Comm. Expires: 11-09-2023

SCOTT JENKINS
Notary Public - State of Idaho
Commission Number 58752
My Commission Expires 11-09-2023

Focused on Solutions

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85565

Part 2A

Water Right Reports

IDAHO DEPARTMENT OF WATER RESOURCES

WATER RIGHT REPORT

9/3/2021

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 29-13892

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	ROBERT ROWLAND 1141 ROWLAND RD POCATELLO, ID 83204 2082512627

Priority Date: 10/28/1953

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	2.288 CFS	507.6 AFA
STOCKWATER	01/01	12/31	0.02 CFS	2 AFA
Total Diversion			2.288 CFS	509.6 AFA

Location of Point(s) of Diversion:

GROUND WATER|NWSESW|Sec. 01|Township 06S|Range 33E|POWER County

Place(s) of use:

Place of Use Legal Description: IRRIGATION POWER County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
06S	33E	1		NESW	40		NWSW	9.9		SWSW	38		SESW	39

Place of Use Legal Description: STOCKWATER POWER County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
06S	33E	1		NESW			NWSW			SWSW			SESW	

Total Acres: 126.9

Conditions of Approval:

1. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

Dates:

Licensed Date:

Decreed Date: 03/22/2004

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number: 120

Generic Max Rate per Acre: 0.02

Generic Max Volume per Acre: 4

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False



IDWR offices are open to the public and following the CDC guidelines for wearing masks and observing social distancing. For in-person visits, we encourage you to [call ahead for an appointment.](#)

WATER RIGHT REPORT

9/28/2020

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 29-14197

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	A W HARDY FAMILY INVESTMENTS LTD 13297 TRAIL RIDER CIRCLE DRAPER, UT 84020 8015573669
Original Owner	ROBERT ROWLAND 1141 ROWLAND RD POCATELLO, ID 83204 2082512627

Priority Date: 10/28/1953

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	0.29 CFS	65.2 AFA
Total Diversion			0.29 CFS	65.2 AFA

Location of Point(s) of Diversion:

GROUND WATER	SWSWSE	Sec. 26	Township 05S	Range 34E	BANNOCK County
GROUND WATER	SESWSE	Sec. 26	Township 05S	Range 34E	BANNOCK County
GROUND WATER	NENE	Sec. 35	Township 05S	Range 34E	BANNOCK County

GROUND WATER|NWNE |Sec. 35|Township 05S|Range 34E|BANNOCK County

IRRIGATION Use:

Acre Limit: 16.3

Place(s) of use:

Place of Use Legal Description: IRRIGATION BANNOCK County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
05S	34E	26		SWSE	7.5									
		35		NENE	28.3		NWNE	15.7						
		36		NWNW	1.7									

Total Acres: 53.2

Conditions of Approval:

1. X27 This right is limited to the irrigation of 16.3 acres within the authorized place of use in a single irrigation season.
2. X35 Rights 29-14197 and 29-14198 when combined shall not exceed the irrigation of 47.3 acres.
3. R64 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the place of use.
4. Upon completion of the points of diversion authorized under Transfers 81291 and 81297, the right holder shall notify the department of the location of the wells completed and request that any unused points of diversion be removed from the water right.
5. 212 Prior to diversion and use of water under Transfer approval 81291, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion, in accordance with Department specifications.
6. 213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
7. 004 This right does not grant any right-of-way or easement across the land of another.
8. 046 Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
9. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
10. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
11. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

Dates:

Licensed Date:

Decreed Date: 03/22/2004

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number: NWD

Generic Max Rate per Acre: 0.02

Generic Max Volume per Acre: 4

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False



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WATER RIGHT REPORT

9/28/2020

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 29-14198

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	A W HARDY FAMILY INVESTMENTS LTD 13297 TRAIL RIDER CIRCLE DRAPER, UT 84020 8015573669
Original Owner	LENORE HEMBERRY
Original Owner	ROLAND L HEMBERRY 1910 POCA TELLO CK RD #4 POCA TELLO, ID 83201 2082342817

Priority Date: 06/23/1977

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/01	11/01	0.53 CFS	124 AFA
Total Diversion			0.53 CFS	124 AFA

Location of Point(s) of Diversion:

GROUND WATER	SWSWSE	Sec. 26	Township 05S	Range 34E	BANNOCK County
GROUND WATER	SESWSE	Sec. 26	Township 05S	Range 34E	BANNOCK County

GROUND WATER | NENE | Sec. 35 | Township 05S | Range 34E | BANNOCK County

GROUND WATER | NWNE | Sec. 35 | Township 05S | Range 34E | BANNOCK County

IRRIGATION Use:

Acre Limit: 31

Place(s) of use:

Place of Use Legal Description: IRRIGATION BANNOCK County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
05S	34E	26		SWSE	7.5									
		35		NENE	28.3		NWNE	15.7						
		36		NWNW	1.7									

Total Acres: 53.2

Conditions of Approval:

1. X27 This right is limited to the irrigation of 31 acres within the authorized place of use in a single irrigation season.
2. X35 Rights 29-14197 and 29-14198 when combined shall not exceed the irrigation of 47.3 acres.
3. R64 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the place of use.
4. Upon completion of the points of diversion authorized under Transfers 81291 and 81297, the right holder shall notify the department of the location of the wells completed and request that any unused points of diversion be removed from the water right.
5. 212 Prior to diversion and use of water under Transfer approval 81297, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion, in accordance with Department specifications.
6. 213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
7. 004 This right does not grant any right-of-way or easement across the land of another.
8. 046 Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
9. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
10. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
11. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

Dates:

Licensed Date:

Decreed Date: 02/15/2002

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number: NWD

Generic Max Rate per Acre: 0.02

Generic Max Volume per Acre: 4

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False



Thomas J. Budge
tj@racineolson.com

November 10, 2021

Idaho Department of Water Resources
900 North Skyline Drive, Suite A
Idaho Falls, Idaho 83402-1718

Re: Transfer of Water Right No. 29-13892

To Whom It May Concern,

Please find enclosed an Application for Transfer of Right Nos. 29-13892, 29-14197 and 29-14198 submitted on behalf of A.W. Hardy Family Investments, Ltd., Steven Hardy, Trustee, together with a second copy of the cover page and a check in the amount of \$910 for the filing fee. Please file the original and conform stamp and return the second cover page to me in the enclosed envelope.

The application proposes to transfer a 9.3 acre portion of water right no. 29-13892 to a subdivision in north Bannock County, Idaho, known as Prairie Estates. The subdivision is currently served by water right nos. 29-14197 and 29-14198 which collectively authorize the irrigation of 47.3 acres. The transfer of 9.3 acres under water right no. 29-13892 will increase the total irrigable acreage to 56.6 acres.

The application also seeks to create a combined place of use for the three water rights. The three rights will overlap, all sharing the same permissible place of use and points of diversion covering the buildable lots within the Subdivision. The permissible place of use covers 81.1 acres. The total irrigable acreage within that area will be 56.6.

The application also adds a point of diversion on each lot within the subdivision to allow individual lot owners to drill their own well for irrigation of their lot.

After the transfer is approved, the three rights will be divided among each of the lots within the subdivision in accordance with the Water Right Agreement filed with the application. A Notice of Change in Water Right Ownership forms will be filed for each lot, leaving each lot owner with its own water rights and its own point of diversion.

Should you have any questions regarding this application, please feel free to give me a call.

Sincerely,

A handwritten signature in black ink that reads 'T. J. Budge'.

T. J. BUDGE

T85565



IDAHO DEPARTMENT OF
WATER RESOURCES

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

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

Governor Brad Little

Director Gary Spackman

December 15, 2021

A.W. HARDY FAMILY INVESTMENTS, LTD
STEVEN L HARDY, TRUSTEE
13297 TRAIL RIDER CIRCLE
DRAPER, UT 84020

RE: Transfer No. 85565
Water Right No(s). 29-13892, 29-14197, 29-14198

Dear Applicant:

The Department of Water Resources has received your water right transfer application. Please refer to the transfer number referenced above in all future correspondence regarding this transfer.

A legal notice of the application has been prepared and is scheduled for publication in the IDAHO STATE JOURNAL on 12/22/2021 and 12/29/2021. Protests to this application may be submitted for a period ending ten (10) days after the second publication.

If the application is protested, you will be sent a copy of each protest. All protests must be resolved before the application can be considered for approval. If the protest(s) cannot be resolved voluntarily, the Department will conduct a conference and/or hearing on the matter.

If the application is not protested, the Department will process your application and notify you of any action taken on the application. If your application is approved, the Department will send you a copy of the approval document.

Please contact this office if you have any questions regarding the application.

Sincerely,

Christina Henman
Administrative Assistant

CC:
TJ BUDGE
C/O RACINE OLSON
PO BOX 1391
POCATELLO, ID 83204-1391

Henman, Christina

From: Henman, Christina
Sent: Wednesday, December 15, 2021 12:09 PM
To: legalnotices@postregister.com
Subject: Legal Notice for Idaho State Journal
Attachments: 85565, 85589 Idaho State Journal.docx

LEGAL NOTICE DEPARTMENT
IDAHO STATE JOURNAL
PO BOX 431
POCATELLO, ID 83204-0431

RE: Transfer No. 85565, 85589

Dear Legal Notice Department:

Please publish the enclosed legal notice on the dates indicated (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before 1/10/2022. Your cooperation is appreciated.

Thank You,



Christina Henman
Administrative Assistant
IDWR, Eastern Region
900 N Skyline Ste. A
Idaho Falls, ID 83402
Phone: (208) 525-7161

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 85565**

A.W. HARDY FAMILY INVESTMENTS, LTD, STEVEN L HARDY, TRUSTEE, 13297 TRAIL RIDER CIRCLE, DRAPER, UT 84020 has filed Application No. 85565 for changes to the following water rights within BANNOCK, POWER County(s): Right No(s). 29-13892, 29-14197, 29-14198; to see a full description of these rights and the proposed transfer, please see <https://research.idwr.idaho.gov/apps/waterrights/querynewtransfers>. The purpose of the transfer is to change a portion of the above rights as follows: change points of diversion, add points of diversion, and change place of use. The proposed points of diversion are in SWSWSE (2 wells) Sec 26, NENENE (3 wells), NWNENE (2 wells), SWNENE (3 wells), SENENE (2 wells), NENWNE (2 wells), NWNWNE (2 wells), SENWNE (3 wells) Sec 35, and NWNWNW Sec 36, T05S R34E for 0.99 cfs from Ground Water. The proposed place of use is in SWSE Sec 26, NENE and NWNE Sec 35, and NWNW Sec 36, T05S R34E for 56.6 acres within an 81.8-acre permissible place of use.

TRANSFER NO. 85589

AMY & JARED PARKER and SLASH J.P. LIVESTOCK, 307 S 100 W, PROVIDENCE, UT 84332-9735 has filed Application No. 85589 for changes to the following water rights within BANNOCK County(s): Right No(s). 29-14191, 29-14192, 29-14268, 29-14269, 29-14270; to see a full description of these rights and the proposed transfer, please see <https://research.idwr.idaho.gov/apps/waterrights/querynewtransfers>. The purpose of the transfer is to change a portion of the above rights as follows: change and add points of diversion. The proposed points of diversion are in NENW (2 points) Sec 7, and NENE (new) Sec 9, T10S R36E for 2.20 cfs from Garden Creek. For additional information concerning the property location, contact Eastern Region office at (208)525-7161. Protests may be submitted based on the criteria of Idaho Code Sec. 42-222. Any protest against the proposed change must be filed with the Department of Water Resources, Eastern Region, 900 N SKYLINE DR STE A, IDAHO FALLS ID 83402-1718 together with a protest fee of \$25.00 for each application on or before 1/10/2022. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 12/22/2021 and 12/29/2021