

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APR 26 2021

Notice of Change in Water Right Ownership Department of Water Resources
Eastern Region

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see 10 of the instructions. **DEV**

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
✓ 11-2020 OK	Yes ☒	Yes ☐	11-2020	Yes ☐	Yes ☐
11-	Yes ☐	Yes ☐	11-7889	Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Harvey W Higley
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Donald B Curtis and/or Lynette J Curtis
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 351 Bailey Creek Road Soda Springs Id 83276
Mailing address City State ZIP
208-571-1165 zmon1961@gmail.com
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☒ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: November 26th, 2014
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed **IRS Form W-9** for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed **Lessor Designation** form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
o \$25 per undivided water right.
o \$100 per split water right.
o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

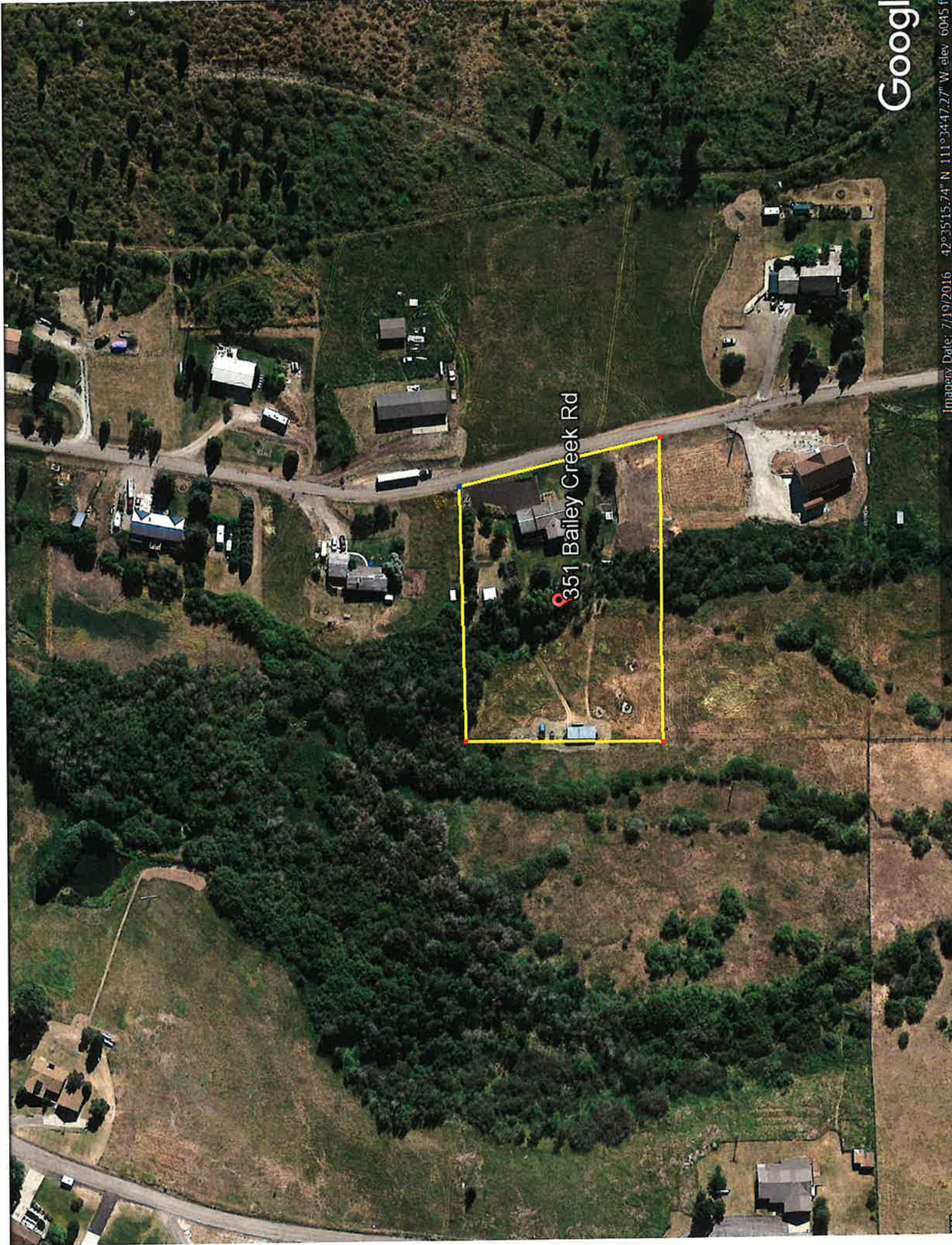
8. Signature: Donald B. Curtis Title, if applicable: _____ Date: 2-7-2021
Signature: Lynette Curtis Title, if applicable: _____ Date: 2-7-2021

For IDWR Office Use Only:

Received by: JPB Date: 4/26/2021 Receipt No. E046886 Receipt Amt. \$100.-
Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
Name on W-9 _____ Approved by: JPB Processed by: JPB Date: 9/1/2021

SUPPORT DATA

INFILE# 11-2020



351 Bailey Creek Rd



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](#).

[Home](#) / [Water Rights](#) / [Research](#) / [Search Water Rights](#)

WATER RIGHT REPORT

2/7/2021

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 11-2020

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	HARVEY W HIGLEY SODA SPRINGS, ID 83276

Priority Date: 04/07/1908

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
BAILEY CREEK	BEAR RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/15	10/31	2.7 CFS	
DOMESTIC	01/01	12/31		
Total Diversion			2.7 CFS	

Location of Point(s) of Diversion:

BAILEY CREEK	NESW	Sec. 05	Township 10S	Range 42E	BEAR LAKE County
BAILEY CREEK	NWSW	Sec. 05	Township 10S	Range 42E	BEAR LAKE County
BAILEY CREEK	SWSW	Sec. 05	Township 10S	Range 42E	BEAR LAKE County
BAILEY CREEK	SESW	Sec. 05	Township 10S	Range 42E	BEAR LAKE County

Place(s) of use:

Place of Use Legal Description: IRRIGATION BEAR LAKE 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>
10S	42E	5		NENW 35			NWNW 20			SWNW 21.6			SENW 26.5	
				NESW 30			NWSW 1.8							

Total Acres: 134.7

Conditions of Approval:

1. 1 P/D IN CENTER OF SW1/4, S5, T10S, R42E. 1 P/D IN NWSW, S5, T10S, R42E.

Dates:

Licensed Date: 10/06/1910

Decreed Date:

Permit Proof Due Date:

Permit Proof Made Date:

Permit Approved Date:

Permit Moratorium Expiration Date:

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:

Owner Name Connector:

Water District Number: 11A

Generic Max Rate per Acre: 0.02

Generic Max Volume per Acre: 3.5

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

Homestead Certificate No. 45107.

4-7719 A.

Application 5761

THE UNITED STATES OF AMERICA

To all to whom these Presents shall come, GREETING:

Whereas, There has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Blackfoot, Idaho

wherby it appears that, pursuant to the Act of Congress approved 20th May, 1892, "To secure Homesteads to actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of Harvey W. Higley

has been established and duly consummated, in conformity to law, for the Lot numbered three the South East quarter of the North West quarter and the North half of the South West quarter of section five in Township ten south of Range forty-two East of Boise Meridian in Idaho, containing one hundred and sixty-one acres and eighty-one hundredths of an acre.

according to the official plat of the survey of said land, returned to the General Land Office by the Surveyor General.

Now Know ye that there is, therefore, granted by the United States unto the said Harvey W. Higley

the tract of land above described: To have and to hold the said tract of land, with the appurtenances thereof, unto the said Harvey W. Higley and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law, and there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States.

In testimony whereof, Theodore Roosevelt President of the UNITED STATES OF AMERICA, have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand at the city of Washington, the first day of December, in the year of our Lord one thousand nine hundred and four, and of the Independence of the United States the one hundred and twenty-ninth

By the President:

T. Roosevelt

By J. M. McKeen

C. H. Branch

Recorder of the General Land Office.

NOV 11

The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Register of the Land Office at BLACKFOOT, IDAHO, has been deposited in the General Land Office, whereby it appears that full payment has been made by the claimant HARVEY W. NISLEY according to the provisions of the Act of Congress of April 24, 1820, entitled "An Act making further provision for the sale of the Public Lands" and the acts supplemental thereto, for the LOT FOUR AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION FIVE IN TOWNSHIP TEN SOUTH OF RANGE FORTY-TWO EAST OF THE BOISE MERIDIAN, IDAHO, CONTAINING EIGHTY-TWO AND TWO-HUNDREDTHS ACRES,

according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor-General:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT, unto the said claimant and to the heirs of the said claimant the Tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereto belonging, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, WILLIAM M. TAFT

President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the EIGHTEENTH

(SEAL)

day of MAY is the year of our Lord one thousand nine hundred and ELEVEN and of the Independence of the United States the one hundred and THIRTY-FIFTH.

By the President

By

Wm. H. Taft
H. D. Le Roy
H. W. Langford

Secretary.

Recorder of the General Land Office.

RECORD OF PATENTS: Patent Number

199524

6-2111

part and to its successors and assigns forever, and the said parties of the first part their heirs, the said premises in the quiet and peaceful possession of the said party of the second part, its successors and assigns, against the said parties of the first part and their heirs and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

This deed is executed and taken as provided by Sections 341 and 2972, C. S. of Idaho.

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

Witness Earl Shepherd

Jonathan R. Pugmire (SEAL)

Ellen Budge Pugmire (SEAL)

STATE OF IDAHO,

County of Bear Lake

ss.

On this 9th day of September, in the year One Thousand Nine Hundred and Thirty-five, I, Earl Shepherd, a Notary Public in and for said County and State, personally met Jonathan R. Pugmire and Ellen Budge Pugmire, his wife known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL)

Earl Shepherd
Notary Public for Idaho,
Residing at Paris, Idaho

My commission expires Oct. 13, 1938.

Recorded at the request of W. Smith Hoge at 11:20 o'clock A. M. October 15th, 1935.

Eugene Shepherd Deputy

Sam V. Tunks, Recorder

Fee \$1.00

IN THE PROBATE COURT OF BEAR LAKE COUNTY, STATE OF IDAHO

IN THE MATTER OF THE ESTATE

OF

DECREE OF DISTRIBUTION OF COMMUNITY INTEREST.

MARION A. HIGLEY, deceased.

For petition of Harvey W. Higley, surviving husband of Marion A. Higley, deceased, for an order of this Court for a decree of distribution of the community interest of Marion A. Higley, deceased, in and to the hereinafter described property, coming on this day to be heard, and oral and documentary evidence being presented to the Court in support of said petition, and the Court being fully advised in the premises, finds:

1. That said Marion A. Higley died at Soda Springs, Idaho, on the 5th day of August 1935, at the age of 67 years.

2. That she left surviving her as her heirs at law, the following: Harvey W. Higley, husband; Anna Laura Lazenby, daughter; Rosa West, daughter; Bertha May Gummersall, daughter; Edith Lucrezia Hartley, daughter; John Warren Higley, son, all over 21 year of age.

as to her community interest, and the said will and heirs mentioned in said will have submitted to the Court the said property mentioned in said will, and the said Will may be destroyed, and the said property devised by said Will, be decreed to the said Mariom A. Higley, deceased, in the said community, and never made any Will as to her community property, the said property being devised by said Will, and the said Harvey W. Higley, deceased, and the said Harvey W. Higley, deceased, having been acquired since their marriage, and the said property being community property.

The said will, as provided by law, has been duly given, and no objections have been filed by any person as to the prayer of the petitioner should not be granted and a decree of distribution made according to said petition.

The said community interest taxes due the State of Idaho from said estate, the value of which is less than \$1,000.00. And there are no debts due and unpaid against the said estate for which the said Mariom A. Higley would be liable.

That all of the herein described property is the community property of the said petitioner, Harvey W. Higley, and the said Mariom A. Higley, deceased, and by reason of the statutes, in such case made and provided, the said Harvey W. Higley is entitled, as the surviving husband of the said community, to a decree of distributing to him the community interest of the said Mariom A. Higley, deceased, in and to the hereinafter described property.

WHEREFORE, it is ORDERED, ADJUDGED AND DECREED that the community interest of the said Mariom A. Higley, deceased, in the hereinafter described property, be and the same is hereby distributed to the said Harvey W. Higley, surviving husband of said community, as his sole and separate property.

The following is a description of the property distributed under this decree to-wit:

Lots 2, 3, and 4, and S₁NW₁, N₁SW₁, S₁SW₁, N₁SE₁, SW₁SE₁, SE₁NE₁, all in Section 5, Tp. 10 S. R. 42 E. B. M., in Bear Lake County, Idaho.

Also, Lot 6, in Block 9, A. W. Hall's third addition to the town of Lava Hot Springs, Idaho.

Also, Lot 5, Block 9, A. W. Hall's first addition to the town of Lava Hot Springs, Idaho, as platted in the County Recorder's office in Bannock County, Idaho.

65 head of sheep and 7 head of cattle, being her community interest.

Together with all water and water rights used upon or in connection with the above described lands, and all other appurtenances thereto.

Done this 18th day of October, 1935.

Don C. Haddock, Probate Judge

STATE OF IDAHO

COUNTY OF BEAR LAKE

I, Don C. Haddock, Clerk of the Probate Court of the State of Idaho in and for Bear Lake County, do hereby certify that the within and foregoing is a full and copy of the original Decree of distribution of the community interest in the matter of the estate of Mariom A. Higley, deceased duly filed in my office 17th day of October, 1935.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Court at Paris, Idaho, this 17th day of October, 1935.

(SEAL)

Don C. Haddock, Clerk

Fee \$1.60

Recorded at the request of Chas. E. Harris at 10:45 o'clock A. M. October 18th, 1935.

By

Sam V. Tunks, Recorder

Deputy

No. 41145

IN THE PROBATE COURT OF BEAR LAKE COUNTY, STATE OF IDAHO

IN THE MATTER OF THE ESTATE OF)

331552

October

in the year of our Lord one

Harvey W. Higley, unmarried

County of Bear Lake, State of Idaho, part y of the first part, and

County of Bear Lake

the second part:

and in consideration of the sum of

DOUBTS

in hand paid by the said part y of the second part, the receipt
which money of the United States of America, to his
where is hereby acknowledged, he has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these
presents do GRANT, BARGAIN, SELL, ALIEN, REMISE, RELEASE, CONVEY and CONFIRM, unto the said part y
of the second part, and to his heirs and assigns forever, all that certain piece or parcel of land, situated in the County of
Bear Lake, State of Idaho, and known and described as follows, to-wit:

An undivided one-half interest in and to the following described lands,
with the appurtenances:

Lots 2, 3, and 4, and S $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, all
in Section 6, Tp. 10 South, range 42 East Boise Meridian,

The said property is the separate and sole property of the said grantor
herein.

50¢ Stamp attached to reg.
201/16-36

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in any way
and the rents, issues and profits thereof, and also all the estate, right, title, interest, property, possessions, claim and demand
as well in law as in equity, of the said part y of the first part, of, in or to said premises, and every part and parcel of the
appurtenances.

TO HAVE AND TO HOLD. All and singular, the said premises, together with the appurtenances, unto the said
second part, and to his heirs and assigns, forever, and the said part y of the first part, and
said premises in the quiet and peaceable possession of the said part y of the second part. his
third part y of the first part, and his heirs, and assigns, and persons whomsoever, now and
in the future, shall and will warrant and by these presents forever defend

WITNESS WHEREOF. The said part y of the first part, S

SCANNED

SEP 06 2015

50¢ Stamp attached to copy.
no. 16-36.

331552

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereto belonging, or in any wise appertaining, and the rents, issues and profits thereof, and also all the estate, right, title, interest, property, possessions, claim and demand whatsoever, as well in law as in equity, of the said part Y of the first part, of, in or to said premises, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD, All and singular, the said premises, together with the appurtenances, unto the said part Y of the second part, and to his heirs and assigns, forever, and the said part Y of the first part, and his heirs, the said premises in the quiet and peaceable possession of the said part Y of the second part, his heirs and assigns, against the said part Y of the first part, and his heirs, and against any and all persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

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

Signed, Sealed and Delivered in the Presence of

Harvey W. Higley

(SEAL)

(SEAL)

STATE OF IDAHO, }
COUNTY OF BEAR LAKE, } ss.

UNITED STATES OF AMERICA

On this 8 day of October, in the year of our Lord one thousand nine hundred and thirty-five, before me a notary public within and for said County and State, personally appeared Harvey W. Higley, personally known to me to be the person whose name is subscribed to the within instrument, and duly acknowledged to me that he executed the same.

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

(SEAL)

Chas. E. Harris
Notary Public for Idaho
Res. Montpelier, Idaho

Recorded at request of Chas. E. Harris
at 11:30 o'clock A. M., this 9th

day of October

A. D. 1935

Sam V. Tunks

Fee, \$1.00

County Recorder

Deputy

day of August, in the year of our Lord,

County of Bear Lake, State of Idaho, part Y of the first part, and

County of Bear Lake, State of Idaho

of the first part, for and in consideration of the sum of _____ DOLLARS

money of the United States of America to him in hand paid by the said part Y of the second part, the receipt whereof is acknowledged, he has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents he does hereby ALIEN, REMISE, RELEASE, CONVEY, and CONFIRM unto the said part Y of the second part, his heirs and assigns forever, all that certain piece or parcel of land, situated in the County of Bear Lake, and known and described as follows, to-wit:

As well as one-half interest in and to; the NW 1/4 and S 1/2 NW 1/4, N 1/2 SW 1/4, SE 1/4 SW 1/4, SW 1/4 NE 1/4, N 1/2 SE 1/4, SW 1/4 NE 1/4, and S 1/2 NE 1/4, Township Ten (10) S. R. 42 E.B.M. and containing 800 acres more or less.

Together with any and all water and water rights, used upon or in connection with said lands.

Said property is the separate property of grantor having been acquired and owned by said grantor before his present marriage.

\$1.10 cancelled Documentary stamps affixed.

Together with all and singular the tenements, hereditaments and appurtenances thereto, belonging, or in any wise appertaining, and the rents, issues and profits thereof, and also all the estate right, title, interest, property possession, claim and demand whatsoever, as well in laws as in equity of the said part Y of the first part, of, in or to said premises, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said part Y of the second part, and to his heirs and assigns forever, and said part Y of the first part, and his heirs, the said premises, in the quiet and peaceable possession of the said part Y of the second part, his heirs and assigns against the said part Y of the first part, and his heirs and against any and all persons whatsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF The said part Y of the first part has hereunto set his hand and seal

SCANNED

67018

Said property is the separate property of said grantor, acquired and owned by said grantor before his present marriage.

\$1.10 cancelled Documentary stamps affixed.

36/253

Together with all and singular the tenements, hereditaments and appurtenances thereto, belonging, or in any wise appertaining, and the rents, issues and profits thereof, and also all the estate right, title, interest, property possession, claim and demand whatsoever, as well in law as in equity of the said part Y of the first part, of, in or to said premises, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said part Y of the second part, and to his heirs and assigns forever, and said part Y of the first part, and his heirs, the said premises, in the quiet and peaceable possession of the said part Y of the second part, his heirs and assigns against the said part Y of the first part, and his heirs and against any and all persons whosoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

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

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

HARVEY W. HIGLEY (SEAL)

(SEAL)

STATE OF IDAHO, } ss.
COUNTY OF BEAR LAKE

UNITED STATES OF AMERICA

On this 3rd day of August, 1940, in the year of our Lord one thousand nine hundred and forty, before me, Chas. E. Harris, a Notary Public within and for said County and State personally appeared Harvey W. Higley personally known to me to be the person whose name is subscribed to the within instrument, and duly acknowledged to me that he executed the same.

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

(Seal)

CHAS. E. HARRIS
Notary Public for Idaho
Res. Montpelier, Idaho

Recorded at request of Chas. E. Harris August 6th day of August, A. D. 1940
at 11:35 o'clock A. M., this

Sam. V. Tunks County Recorder

Fee, \$1.00

Deputy.

Made the 9th day of June, in the year of our Lord,
 one thousand and forty-two
 Warren Higley, County of Bear Lake, State of Idaho, party of the first part, and
 County of Bear Lake, State of Idaho
 second part:
 That the said party of the first part, for and in consideration of the sum of
 twenty-five hundred and no/100 DOLLARS

money of the United States of America to him in hand paid by the said party of the second part, the receipt
 is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these
 GRANT, BARGAIN, SELL, ALIEN, REMISE, RELEASE, CONVEY, and CONFIRM unto the said party of the
 second part and to his heirs and assigns forever, all that certain piece or parcel of land, situated in the County of
 Bear Lake, State of Idaho, and known and described as follows, to-wit:

An undivided one half interest in:
 Lots 2, 3, and 4, and S $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{2}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$ all in Section 6,
 Tp. 10, South, Range 42 East Boise Meridian in Bear Lake County, Idaho, being all of
 the grantor's interest in and to said property.

The above is the separate property of the grantor having been acquired by him before
 his marriage to his present wife.

\$2.75 in cancelled Documentary Stamps affixed.

Together with all and singular the tenements, hereditaments and appurtenances thereto, belonging, or in any wise appertain-
 ing, and the rents, issues and profits thereof, and also all the estate right, title, interest, property possession, claim and demand what-
 soever, as well in law as in equity of the said party of the first part, of, in or to said premises, and every part and parcel thereof,
 with the appurtenances.
 TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to
 heirs and assigns forever, and said party of the first part, and
 heirs, the said premises, in the quiet and peaceable possession of the said party of the second part, and
 and assigns against the said party of the first part, and
 heirs and against any and all persons who may or shall claim or demand the same, and by these presents forever defend

\$2.75 in cancelled Documentary Stamps affixed.

361565

Together with all and singular the tenements, hereditaments and appurtenances thereto, belonging, or in any wise appertaining, and the rents, issues and profits thereof, and also all the estate right, title, interest, property possession, claim and demand whatsoever, as well in law as in equity of the said part y of the first part, of, in or to said premises, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said part y of the second part, his heirs and assigns forever, and said part y of the first part, and his heirs and assigns forever, possession of the said part y of the second part, his heirs and against any and all persons whosoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

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

Signed, Sealed and Delivered in Presence Of

Chas E. Harris

Harvey W. Higley

(SEAL)

(SEAL)

STATE OF IDAHO, } ss.
COUNTY OF BEAR LAKE

UNITED STATES OF AMERICA

On this 9th day of June, 1942, in the year of our Lord one thousand nine hundred and 42, before Chas E. Harris, A. Notary Public, Harvey W. Higley within and for said County and State personally appeared, is subscribed to the within instrument, and duly acknowledged to me personally known to me to be the person whose name is executed the same.

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

(SEAL)

Chas E. Harris
Notary Public
Res: Montpelier, Idaho

Recorded at request of John Warren Higley day of June, A. D. 1942
at 1:20 o'clock P. M., this 22

Stan O. Smith
County Recorder.

, Deputy.

Fee, \$ 1.00

By Deputy Holt Deputy
Fee: \$1.50

Sam V. Tunks, Recorder.

WARRANTY DEED

No. 65171.

42/35

350

THIS INDENTURE, made this Eighth (8th) day of November in the year of our Lord One Thousand Nine Hundred and forty-nine, between John Warren Higley (sometimes known as J. Warren Higley, sometimes as Warren Higley) and Martha L. Higley, his wife of SODA SPRINGS, County of CARIBOU, State of IDAHO the parties of the first part, and Vard G. Harris and Leota Harris, his wife, and Dean Panter and Marjorie Panter, his wife of GRACE, County of CARIBOU, State of IDAHO the parties of the second part:

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Six thousand and No/100ths - DOLLARS, lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, TOGETHER WITH OTHER GOOD AND VALUABLE CONSIDERATIONS, do by these presents, Grant, Bargain, Sell and Convey and Confirm unto said parties of the second part, and to their heirs and assigns forever: All those certain lots, pieces or parcels of land situated, lying and being in the County of Bear Lake, State of Idaho, bounded and more particularly described as follows, to-wit:

Beginning at the Northwest Corner of Lot 1, Section 5, Township 10 South, Range 42 East, Boise Meridian, run thence East 40 rods, more or less, to west line of County Road right-of-way; thence in a southeasterly direction following said right-of-way 160 rods; more or less, to quarter section line; thence West on said line 50 rods, more or less, to Southwest corner of Southeast Quarter of Northeast Quarter of said Section 5, thence North 160 rods, to place of beginning, containing 40 acres, be there more or less.

Also, Lots Two, Three, and Four; the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$; the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$; the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section Five; the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section Six; the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 8; all in Township 10 South, Range 42 East of the Boise Meridian, in Bear Lake County, Idaho, together with any and all water and water rights of every nature and kind, however evidenced, used on said premises or belonging to or appertaining to the same or used in connection therewith; subject to Patent Reservations and to all visible and/or recorded rights of way or easements and to mineral, gas or oil grants heretofore executed upon any portion of said premises;

Subject to taxes for the year 1950 and subsequent years.

\$20.90 Cancelled Documentary Stamps affixed.

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

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

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands

John Warren Higley (Seal)

Martha L. Higley (SEAL)

On the 10th day of November in the year 1949, before me, S. E. Matthews a Notary Public for said County and State, personally appeared John Warren Higley (sometimes known as John Warren Higley and sometimes known as Warren Higley) and Martha L. Higley, his wife, both known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

S. E. Matthews
Notary Public

Residence 3000 Spring St.,
Nov. 19, 1949; Book 22 of Deeds at

Sam V. Lumsden, Recorder.

(SEAL)
My Com. Expires: July 28th, 1952.

Recorded at the request of S. E. Matthews; 10:40 A.M.; Nov. 19, 1949; Book 22 of Deeds at
Page 350
By *John Warren Higley* Deputy

Fee: \$1.00
No. 63208. WARRANTY DEED

THIS INDENTURE, made this 10th day of November in the year of our Lord, one thousand nine hundred and forty-nine, between VIOLA T. WILSON and ALICE M. WILSON, her mother, Nine Hundred and Forty-nine, between the parties of the first part, and LAMAR L. POPE, of Ogden, County of Weber, State of Utah the parties of the second part, and FERN POPE, husband and wife, of Fish Haven, County of Salt Lake, State of Utah the parties of the third part, and to their heirs and assigns forever, containing certain pieces or parcels of land situated, lying and bounded and more particularly described as follows:

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of THREE THOUSAND AND NO/100 DOLLARS, lawful money of the United States, to them in hand paid by the said parties of the second part, the receipt of which is hereby acknowledged do by these presents, grant, bargain, sell, convey and confirm unto the parties of the second part, and to their heirs and assigns forever, certain pieces or parcels of land situated, lying and bounded and more particularly described as follows:

Commencing at a point 10.40

50/59

names are subscribed to the with-
the same.

affixed my official seal, the

Leonard C. Kingsford
Notary Public

Residence and P. O. Address: Soda Springs,
May 27, 1965; 9:00 A.M.

Amos S. Palmer, Recorder.

Recorded at the request of Caribon Title Company; August 14, 1965.

Deeds at page 59.
By Lydia Nye Deputy

Fee: \$1.50

No. 34099

WARRANTY DEED

THIS INSTRUMENT, made this 25th day of May in the year of our Lord
Hundred and sixty-four, between Vard G. Harris and Leota Harris, Muscovy
Grace, County of Caribon, State of Idaho, the parties of the first part, and Dean
and Marjorie Panter, husband and wife, of Blatchford, County of Franklin, State of Idaho,
the parties of the second part:

WITNESSETH:

That the said parties of the first part, for and in consideration of the sum of
ONE AND NO/100-DOLLARS (\$1.00), lawful money of the United States of America, to them
in hand paid by the said parties of the second part, the receipt whereof is hereby
acknowledged, do by these presents, grant, sell and convey unto the said
said parties of the second part, and to their heirs and assigns forever, a certain
tain lot, piece or parcel of land situate, lying and being in the County of
State of Idaho, bounded and more particularly described as follows:

Township 10 South, Range 42 East of the Boise Meridian:

Section 5: Lot 2, SW 1/4, E 1/2, S 1/2, and

NO

BY DEAN PANTER

Fee: \$3.00

7-50098

WARRANTY DEED

50/59

THIS INDENTURE, made this 12th day of May in the year of our Lord One Thousand Nine Hundred and Sixty-four, between Dean Panter and Marjorie Panter, husband and wife, of Thatcher, County of Franklin, State of Idaho, the parties of the first part, and Vard G. Harris and Leeta Harris, husband and wife, of Grace, County of Caribou, State of Idaho, the parties of the second part:

WITNESSETH:

That the said parties of the first part, for and in consideration of the sum of ONE AND NO/100-DOLLARS (1.00), lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do by these presents, grant, bargain, sell and convey and warrant unto said parties of the second part, and to their heirs and assigns forever: All that certain lot piece or parcel of land situate, lying and being in the County of Caribou, State of Idaho, bounded and more particularly described as follows, to-wit:

Township 10 South, Range 42 East of the Boise Meridian:

Section 5: Lots 3 and 4, S14W4, W65W1.

Section 6: S18W4.

Section 8: S18W1.

This deed is made for the purpose of partitioning land in which there shall be no in common. No cash consideration is involved and no revenue stamps are required.

ACCORDING WITH all and singular, the tenements, hereditaments and annual revenues thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof.

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

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

Dean Panter

Marjorie Panter

STATE OF IDAHO)
) ss.
County of Caribou)

On this 12th day of May in the year 1964, before me the undersigned a Notary Public in and for said County and State, personally appeared Dean Panter and Marjorie Panter,

Recorded at Request of Caribou Title Company

at 1.20 M. Fee Paid \$ 1.00 June 24, 1970, in Microfilm records.

by Lydia E. Ellis

Mail tax notice to

Address

WARRANTY DEED

VARD G. HARRIS and LEOTA M. HARRIS, husband and wife, Idaho grantors
of Grace, Idaho, County of Caribou ~~State of Idaho~~, hereby
CONVEY and WARRANT to CLARK LAND COMPANY, a partnership

of Salt Lake City, Salt Lake County, State of Utah grantee
TEN AND NO/100 ----- (\$10.00) ----- for the sum of
DOLLARS.

the following described tract of land in Caribou and Bear Lake Counties
State of ~~Idaho~~ Idaho

CARIBOU COUNTY: The South Half of the Southwest Quarter of Section 32, and the Southeast Quarter of the Southeast Quarter of Section 31, Township 9 South, Range 42 East, B. M. TOGETHER with all water rights appendant and appurtenant thereto or used thereon.

BEAR LAKE COUNTY: The East Half of Section 6, the Northwest Quarter of Section 5, the West Half of Southwest Quarter of Section 5, and the Northwest Quarter of the Northwest Quarter of Section 8, Township 10 South, Range 42 East, B. M. TOGETHER with all water rights appendant or appurtenant thereto or used thereon from Bailey Creek, which water rights are Junior and subject to prior water rights in Bailey Creek.

WITNESS, the hands of said grantors, this
June, A. D. 1970.

22nd day of

Signed in the Presence of

VARD G. HARRIS

Vard G. Harris
Leota M. Harris

LEOTA M. HARRIS

STATE OF ~~UTAH~~ IDAHO

County of Caribou

ss.

On the 22nd day of June, A. D. 1970
personally appeared before me ~~James H. King~~ Vard G. Harris and Leota
M. Harris, husband and wife,
the signers of the within instrument, who duly acknowledged to me that they executed the
same.



Leonard O. Kingford
Notary Public.

My commission expires August 14, 1973 Residing in Soda Springs, Idaho

94611

No. _____

State of Idaho)
County of Bear Lake) ss

I hereby certify that this instrument was filed for record at the
request of Carlson, Ytter
minutes past 3 o'clock pm, this 14 day of June
1972, in my office, and duly recorded in Microfilm Records
of said County.

James B. Hulme
Ex-Officio Recorder

Fee 1.00

Teddi Jensen
Deputy

Recorded at Request of TERRACOR, 529 E. S. Temple, Salt Lake City, Utah 84103
at 9:30 A. M. Fee Paid \$1.00 Kenneth M. Howley
by Lynda Bellis Dep. Book 88922
Mail tax notice to TERRACOR Address 529 East South Temple
Salt Lake City, Utah 84103

WARRANTY DEED

CLARK LAND COMPANY, a Partnership, grantor,
of Salt Lake City, County of Salt Lake, State of Utah, hereby
CONVEYS and WARRANTS to TERRACOR, a Utah Corporation,

of Salt Lake City, Salt Lake County, State of Utah, grantee,
for the sum of DOLLARS,
TEN AND NO/100 (\$10.00)
and other good and valuable consideration,
the following described tract of land in CARIBOU AND BEAR LAKE COUNTIES
State of IDAHO:

CARIBOU COUNTY: The South Half of the Southwest Quarter
of Section 32, and the Southeast Quarter of the South-
east Quarter of Section 31, Township 9 South, Range 42
East, B.M. TOGETHER with all water rights appendant
and appurtenant thereto or used thereon.

BEAR LAKE COUNTY: The East Half of Section 6, the
Northwest Quarter of Section 5, the West Half of
Southwest Quarter of Section 5, and the Northwest
Quarter of the Northwest Quarter of Section 8, Town-
ship 10 South, Range 42 East, B.M. TOGETHER with all
water rights appendant or appurtenant thereto or used
thereon from Bailey Creek, which water rights are
Junior and subject to prior water rights in Bailey
Creek.

WITNESS the hand of said grantor, this 15TH day of
MAY, A. D. 19 70.

Signed in the Presence of

CLARK LAND COMPANY

By: Ellis R. Ivory, Partner

STATE OF UTAH,

County of SALT LAKE

ss.

On the 15TH day of MAY, A. D. 19 70,
personally appeared before me ELLIS R. IVORY, Partner of CLARK LAND
COMPANY, a Partnership,
the number of me within instrument, who duly acknowledged to me that it was executed the



Spencer Chapman
Notary Public

My commission expires 11-24-73 Residing in Salt Lake City, Utah

No. 94601

State of Idaho)
County of Bear Lake) ss

I hereby certify that this instrument was filed for record at the
request of Tenneco at 8:50
minutes past 8 o'clock P.M. this 22 day of June
1970, in my office, and duly recorded in Microfilm Records
of said County.

Amos B. Hickman
Ex-Officio Recorder

Fee 1.00

Terri Jensen
Deputy



THIS INDENTURE, made this 28 day of JUNE 1972,
between TERRACOR, A UTAH CORPORATION
of SALT LAKE CITY, County of SALT LAKE, State of UTAH
the part Y of the first part and ELLIS R. IVORY
County of SALT LAKE, State of UTAH, the part X of the second part,

WITNESSETH, that the said part Y of the first part, for and in consideration of the sum of
TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION ~~Between~~
lawful money of the United States of America
to in hand paid by the part Y of the second part, the receipt whereof is hereby acknowledged,
do by these presents remise, release and forever QUITCLAIM, unto the said part Y of the second
part, and to his heirs and assigns, forever, all the following described real estate, situated in
BEAR LAKE, County of BEAR LAKE, State of Idaho,
to-wit:

All of Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 15, 45 and 46 BAILEY CREEK
ESTATES SUBDIVISION.

South 1/2 of Lot #4, All of Lots 5, 6 and 7, Block 1, BAILEY CREEK
ACRES SUBDIVISION.

All of Lots 10, 11 and 12, Block 2, BAILEY CREEK ACRES SUBDIVISION.

6-28 1972
TERRACOR, A UTAH CORPORATION
BY KAL

TOGETHER, with all and singular the tenements, hereditaments and appurtenances thereunto belong-
ing or in anywise appertaining, and the reversion and reversions, remainder and remainders, and rents, issues
and profits thereof;

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances, unto
the said part Y of the second part, and to his heirs and assigns forever.

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

Executed and Delivered in the Presence of

ATTEST: Ellis R. Ivory
SAC.

TERRACOR, A UTAH CORPORATION

By [Signature] [SEAL]

[SEAL]

[SEAL]

[SEAL]

STATE OF IDAHO, UTAH }
County of SALT LAKE } ss.

On this 28th day of JUNE in the year 1972, before me
E. ARMY STEVENS, a Notary Public in and for said State, personally appeared
W. ROBERT ROYER & LINDA R. ROYER
known to me to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged
to me that they executed the same.

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

E. Army Stevens
Notary Public for the State of Idaho, Utah
Residing at Salt Lake City, Idaho Utah

No. **98913**

QUITCLAIM DEED

(FORM No. 221)

Tarrantor, A. Utah corporation.

TO
Ellis R. Ivory

Dated June 28, 1972

STATE OF IDAHO, } ss.

County of Bear Lake

I hereby certify that this instru-

ment was filed for record at request of

Bear Lake Title Company

at 30 minutes past 10

o'clock A.M., this 6th day of

July, 1972, in my

office, and duly entered in the

of Microfilm records of said

County.

Alfred B. Hubert

Ex-Officio Recorder.

By Leanne Parker

Deputy.

Fees, \$ 2.00

Mail to

ATTEMPT-HES LAW PUB. CO., PORTLAND, ORE.

INDEXED

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
241 S Main Street Suite 3
Soda Springs, ID 83276

Instrument # 218665

BEAR LAKE COUNTY
12-1-2014 08:39:54 AM No. of Pages: 2
Recorded for : FIRST IDAHO TITLE COMPANY
KERRY HADDOCK Fee: 13.00
Ex-Officio Recorder Deputy
Index to: WARRANTY DEED

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **526272 (ch)**

Date: **November 17, 2014**

For Value Received, **Ronald S. Curtis and LaRue B. Curtis, Trustees of the Ronald and LaRue Curtis Living Trust dated August 27, 2013**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Don B. Curtis and Lynette J. Curtis, husband and wife**, hereinafter called the Grantee, whose current address is **4297 Nystrom Way, Boise, ID 83713**, the following described premises, situated in **Bear Lake County, Idaho**, to-wit:

Bear Lake County, Idaho:

The N $\frac{1}{2}$ of Lot 22 and all of Lot 23, Block 1, Bailey Creek Acres Subdivision, in Bear Lake County, Idaho, according to the official plat thereof, as recorded in the office of the County Recorder of Bear Lake County, Idaho, under Recorder's Instrument No. 88232.

RESERVING UNTO THE GRANTORS, A LIFE ESTATE.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Ronald and LaRue Curtis Living Trust

La Rue B. Curtis

LaRue B. Curtis, Trustee

Ronald S. Curtis

Ronald S. Curtis, Trustee

218665

Date: 11/17/2014

Warranty Deed
- continued

File No.: 526272 (ch)

STATE OF Idaho)
SS.
COUNTY OF Caribou)

On this 26th day of November, 2014, before me, a Notary Public in and for said State, personally appeared **Ronald S. Curtis and LaRue B. Curtis**, known or identified to me to be the person(s) whose name(s) are subscribed to the within instrument as trustees of the **Ronald and LaRue Curtis Living Trust**, and acknowledged to me that they executed the same as such trustees.



Carla Hale
Notary Public of Idaho
Residing at: Soda Springs, Idaho
Commission Expires: 12/12/2014

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
241 S Main Street Suite 3
Soda Springs, ID 83276

Instrument # 218666

BEAR LAKE COUNTY

12-1-2014 08:41:25 AM No. of Pages: 5
Recorded for : FIRST IDAHO TITLE COMPANY
KERRY HADDOCK Fee: 22.00
Ex-Officio Recorder Deputy
Index to: DEED OF TRUST

Space Above This Line for Recorder's Use Only

File No. 526272 (ch)

DEED OF TRUST

THIS DEED OF TRUST, made this **November 17, 2014**, between **Don B. Curtis and Lynette J. Curtis, husband and wife**, herein called GRANTOR(S), whose address is **4297 Nystrom Way, Boise, ID 83713**, and **First American Title Company**, herein called TRUSTEE, whose address is **241 S Main Street Suite 3, Soda Springs, Idaho 83276**, and **Ronald and LaRue Curtis Living Trust dated August 27, 2013**, herein called BENEFICIARY, whose address is **351 Bailey Creek Rd., Soda Springs, ID 83276**.

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

Bear Lake County, Idaho:

The N½ of Lot 22 and all of Lot 23, Block 1, Bailey Creek Acres Subdivision, in Bear Lake County, Idaho, according to the official plat thereof, as recorded in the office of the County Recorder of Bear Lake County, Idaho, under Recorder's Instrument No. 88232.

TOGETHER WITH all the tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in anywise appertaining, and the rents, issues, and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits;

For the purpose of securing:

1. Performance of each agreement of Grantor herein contained.
2. Payment of the indebtedness evidenced by a promissory note, of even date herewith, and any extension or renewal thereof, in the principal sum of **one hundred sixty thousand zero Dollars (\$160,000.00)** payable to Beneficiary or order and made by Grantor, the final payment of principal and interest thereof, if not sooner paid, to be finally due and payable **April 1, 2021**.

Deed of Trust
File No. 526272 (ch)

3. To secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them while record owner of present interest, for any purpose, and any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such loans, advances or expenditures together with interest thereon.
- A. To protect the security of this Deed of Trust, Grantor agrees:
1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
 2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
 3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.
 4. To pay: at least ten days before delinquency, all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.
 5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the note rate.
 6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase,

Deed of Trust
File No. 526272 (ch)

contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

Deed of Trust
File No. 526272 (ch)

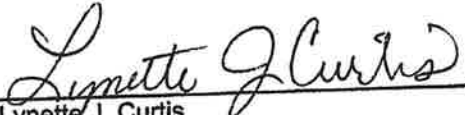
6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated. Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including the Beneficiary under the Deed of Trust, may purchase at such sale.

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

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns, the term Beneficiary shall mean the owner and holder of the Note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be party unless brought by Trustee.
9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a Trustee or Trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the County in which the property herein described is situated, it shall be conclusive evidence of the appointment of such Trustee or Trustees, and such new Trustee or Trustees shall succeed to all of the powers and duties of the Trustee or Trustees named herein.

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


Don B. Curtis


Lynette J. Curtis



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region • 900 N SKYLINE DR STE A • IDAHO FALLS, ID 83402-1718
Phone: (208)525-7161 • Fax: (208)525-7177 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

September 01, 2021

LYNETTE J CURTIS
351 BAILEY CREEK RD
SODA SPRINGS ID 83276-5607

Re: Change in Water Right Ownership: 11-2020 (Split into 11-2020 and 11-7889)

Dear Water Right Holder(s):

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

Your portion of each water right(s) has a specified point of diversion, nature of use and place of use. If you plan to change the authorized point of diversion, nature of use, or place of use, including adding a new point of diversion, you must file an Application for Transfer of Water Right. If you do not plan to change any elements of your water right, then no further action is required at this time.

The portion of the water right retained by the original right holder retains the original water right number. The Department is sending the original right holder a copy of this letter and a computer-generated report showing the changes to the original water right.

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

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

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

Sincerely,

Jonie Barg
Technical Records Specialist 1

Enclosure(s)

Cc: HARVEY HIGLEY
WATER DISTRICT 11A