

James G. Lowe

$\frac{1}{4}$

Eliza Lowe  
1919

1906 Judgement

$\frac{1}{8}$  Levi Oliverson 1904  
1

E. Doug Oliverson 1928

1  
Vaunda  
Rallison

1  
Rallison Family  
Trust

1939 Oussie Lowe

Cyril Lowe

$\frac{1}{4}$  interest of waters  
 $\frac{1}{8}$  of Deep Canyon Creek

1957 Vern McFarland

1958 Dale Cardwell

$\frac{1}{8}$   $\frac{1}{4}$  interest of waters  
of Deep Canyon Creek

1953 C.W. Chatterton  
1960

1961 E Doug Oliverson

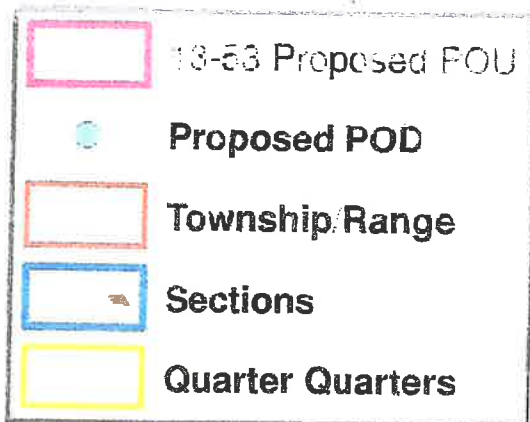
1995 Chatterton Land & Livestock LLC

Rallison

# Application for Transfer Water Right 13-53



2013 Aerial Photo



0 1,000 2,000 Feet

(# 172) 1939- to Oussie Lowe  $\frac{1}{4}$  interest of water in Deep Canyon Creek  
 (# 118090) 1957- to Oussie to Z.V. McFarland  $\frac{1}{4}$  interest of the waters of Deep Canyon Cree  
 #118690

execution. In Witness whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

My commission expires Feb. 9th, 1900 (Seal) John C. Greaves, Notary Public  
(I. R. Stamp 50cts canceled)

State of Idaho  
County of Oneida, ss. I hereby certify that this instrument was recorded at the request of John C. Greaves at 9-10 o'clock A.M., this 17th day of Jan'y A. D. 1899.  
D. J. Reynolds, Recorder, By B. B. Jones, Deputy

Reference: Book "3" of Deeds at page 113 Original Oneida County Records.

Joseph A. Stone and wife

to  
James G. Lowe

This Indenture, made this 17th day of March in the year of our Lord one thousand eight hundred and ninety six between Joseph A. Stone and Ann Eliza Stones his wife both of Franklin, County of Oneida, State of Idaho the parties of the first part, and James G. Lowe of Franklin, County of Oneida, State of Idaho, party of the second part,

Witnesseth, that the said parties of the first part, for and in consideration of the sum of Seven Hundred dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all the following described real estate situate in Oneida County, State of Idaho, to-wit:

The west half of the north west quarter of section fourteen (14) and the east half of the north east quarter of section fifteen (15) in township sixteen (16) south of range forty (40) east of Boise Meridian U. S. survey in State of Idaho and containing one hundred and sixty (160) acres.

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

To have and to hold all and the singular, the above mentioned and described premises, together with appurtenances, unto the party of the second part, and to his heirs and assigns forever.

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

In Witness whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of Joseph A. Stones (Seal)  
Annie Eliza Stones (Seal)

Levi Oliverson - Geo. F. Hampton

State of Idaho,  
County of Oneida, ss.

On this 23rd day of March 1897 before me Wm. Kirkup a Justice of the Peace in and for said county, personally appeared Joseph A. Stones & Ann Eliza Stones known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same; and on this 23rd day of March 1897 before me, the officer above described, personally appeared Joseph A. & Ann Eliza stones known to me to be the person whose name is subscribed to the within instrument, described as a married woman; and upon an examination without the hearing of her husband, I made her acquainted with the contents of the instru-

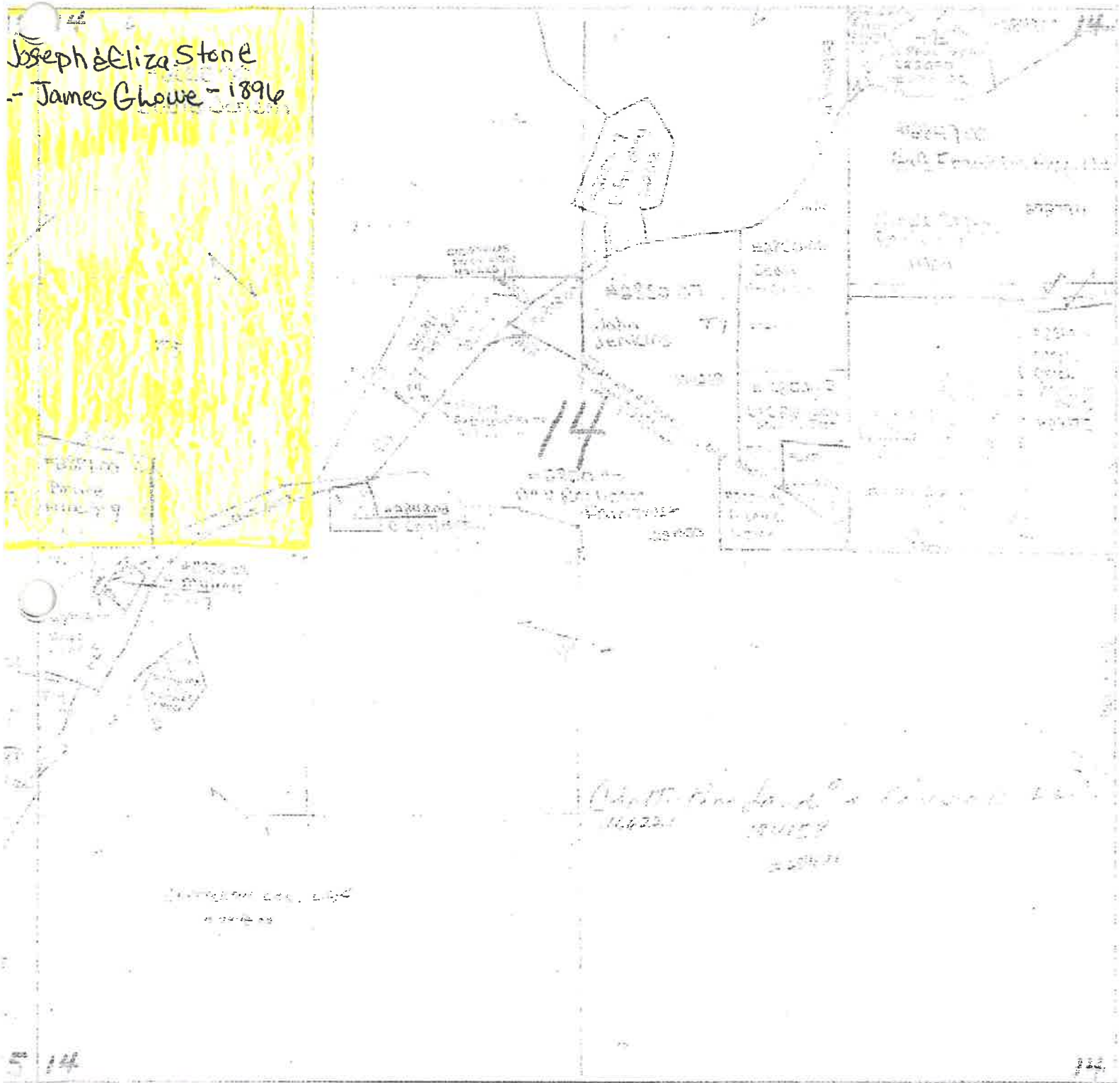
3-17-1896

1-Joseph A. Stone  
Eliza  
2-James G. Lowe

not in Deep Canyon Creek water area



Joseph & Eliza Stone  
 - James Howe - 1896



Adolph Pine Land & Co. Inc. 1897  
 1897  
 1897

1897

5 14  
 22 23

14

and interest in and to the said property, as well in law as in equity, of the said party of the first part;

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

In Witness whereof, the said party of the first part have hereunto set his hand and seal, the day and year first above written.

Signed, sealed and delivered in presence of

Noted his x mark Mathiason

Wm. M. Daines, D. M. Chadwick

State of Idaho

County of Oneida ss. On this 3 day of October 1902, before me, Wm. M. Daines a Notary Public in and for said county, personally appeared Niels Mathiason widower known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

In Witness whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(Seal) Wm. M. Daines, Notary Public

Filed for record the 26 day of March A. D. 1908, at 11-10 o'clock A. M.

John J. Evans, ex-officio recorder.

Reference: Book "3" of deeds at page 165 Original Oneida County records.

COMPARED

Instrument No. 9087

This Indenture, made this 29 day of October in the year of our Lord one thousand nine hundred and four between James G. Lowe and his wife Eliza D. Lowe of Franklin County of Oneida State of Idaho parties of the first part, and Levi Oliverston of Franklin County of Oneida State of Idaho the party of the second part, Witnesseth: That the said parties of the first part, for and in consideration of the sum of eight hundred and fifty dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all the following described real estate, situated in Oneida County, State of Idaho, to-wit:

Commencing at the north east corner of the south west quarter of the north east quarter of section fourteen (14) township sixteen (16) south of range forty (40) east of Boise Meridian running thence west eighty (80) rods thence south twenty (24) rods thence south east one hundred and fourteen (114) rods to a point ten rods north of the south east corner of the south west quarter of the north east quarter of section fourteen (14) township sixteen 16 south of range forty (40) east of Boise Meridian Idaho thence north seventy (70) rods to the place of beginning containing twenty eight and one half (28½) acres.

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

October 29, 1904

James G. Lowe

10-

Levi Oliverston

James G. Lowe  
Levi Oliverston

sec. 14 T. 16. R. 40

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title



Lowe - Oliverson - Kallison

Oct. 29-1904

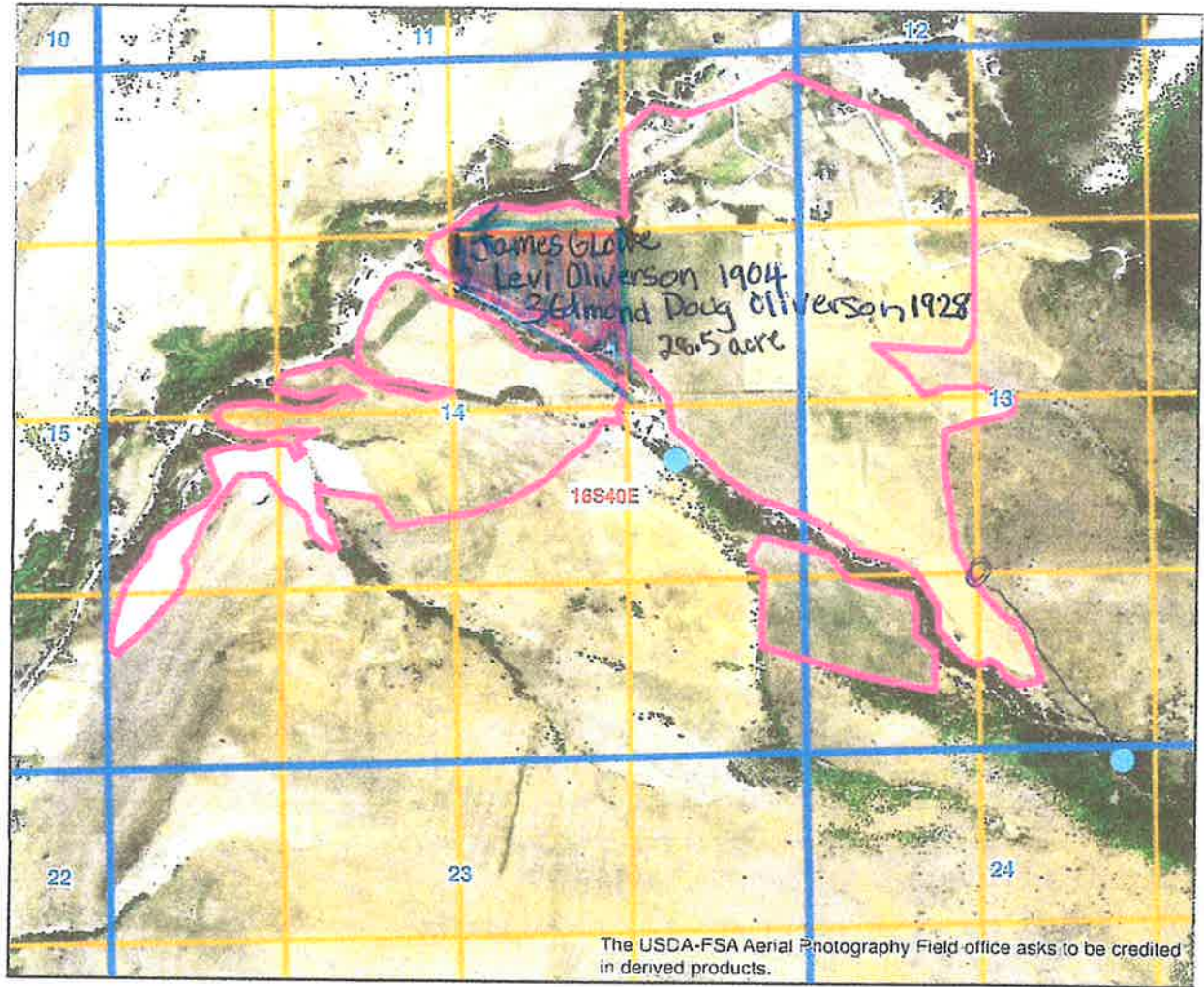
1904

# 9057

1- JG Lowe & Eliza D Lowe

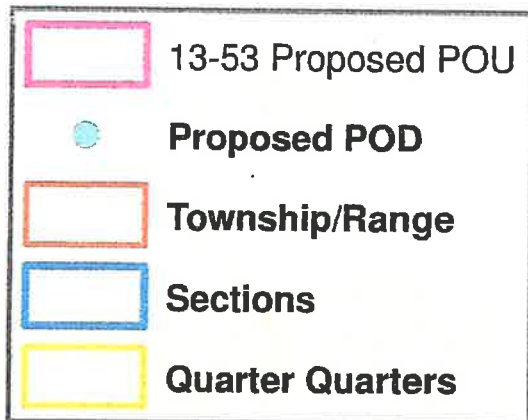
2- Levi Oliverson

Application for Transfer  
Water Right 13-53



The USDA-FSA Aerial Photography Field office asks to be credited in derived products.

2013 Aerial Photo



0 1,000 2,000 Feet





1906

Judgment Decree  
1906

That the intervenors, Joseph Chatterton, E. Chatterton, James G. Lowe and B. Gibson are entitled to the use of 11.4 cubic feet per second of the waters of Deep Canyon Creek, a tributary of said Maple Creek, to be equally divided among them, share and share alike, their right to the use of the same to date from the year 1883, the same to be appurtenant to and become a part of their respective tracts of land described as follows, to wit:

Lands of Joseph Chatterton: S. half of the S.W. quarter of section 13, Township 16 S. of Range 40 E. of Boise Meridian.

Lands of Elizabeth Chatterton: The W. half of the S.E. quarter of section 14, Township 16 S. of Range 40 E. of Boise Meridian.

Lands of James G. Lowe: The S.W. quarter of the N.E. quarter of section 14, Township 16 S. of Range 40 E. of Boise Meridian.

Lands of W. B. Gibson: Two hundred and forty acres of land situated in Section 11, 12, 13, and 14, Township 16, S. of Range 40 E. of Boise Meridian.

That the Intervenor Levi Oliverson is entitled at all times to .6 of a cubic foot per second of time to the waters of said Maple Creek, his right to the use of the same to date from the year 1882, to be appurtenant to and become a part of the following described lands, to wit: The S.W. quarter of the N.W. quarter of section 13, township 16 S. of Range 40 E. of Boise Meridian.

That the Intervenor John C. Whitehead is entitled at all times to 2.5 cubic feet per second of time to the waters of said Maple Creek, his right to the use of the same to date from the year 1885, and to be appurtenant to and become a part of the following described lands, to wit:

One hundred and sixty acres of land lying in Section ..... township 16 S. of Range 40 E. of Boise Meridian, upon which said water has heretofore been used.

That the Intervenor Samuel Morgan is entitled at all times to the use of four cubic feet per second of time to the waters of said Maple Creek, his right to the use thereof to date from the year 1894, and to be appurtenant to and become a part of the following described lands, to wit: W. half S.W. quarter of section 31, Township 15 S. and the W. half of the N.W. quarter of section six (6) Township 16 S. of Range 41 E. of Boise Meridian.

It is further ordered, adjudged and decreed that the said plaintiff, the said defendant, and each and every of the intervenors, their agents, servants or employees and successors in interest, be and they and each of them are hereby perpetually enjoined and restrained from in any manner interfering with the free flow of said waters of Maple Creek, and its several tributaries, except as herein adjudged and decreed to the said respective parties, and in the order of their several priorities.

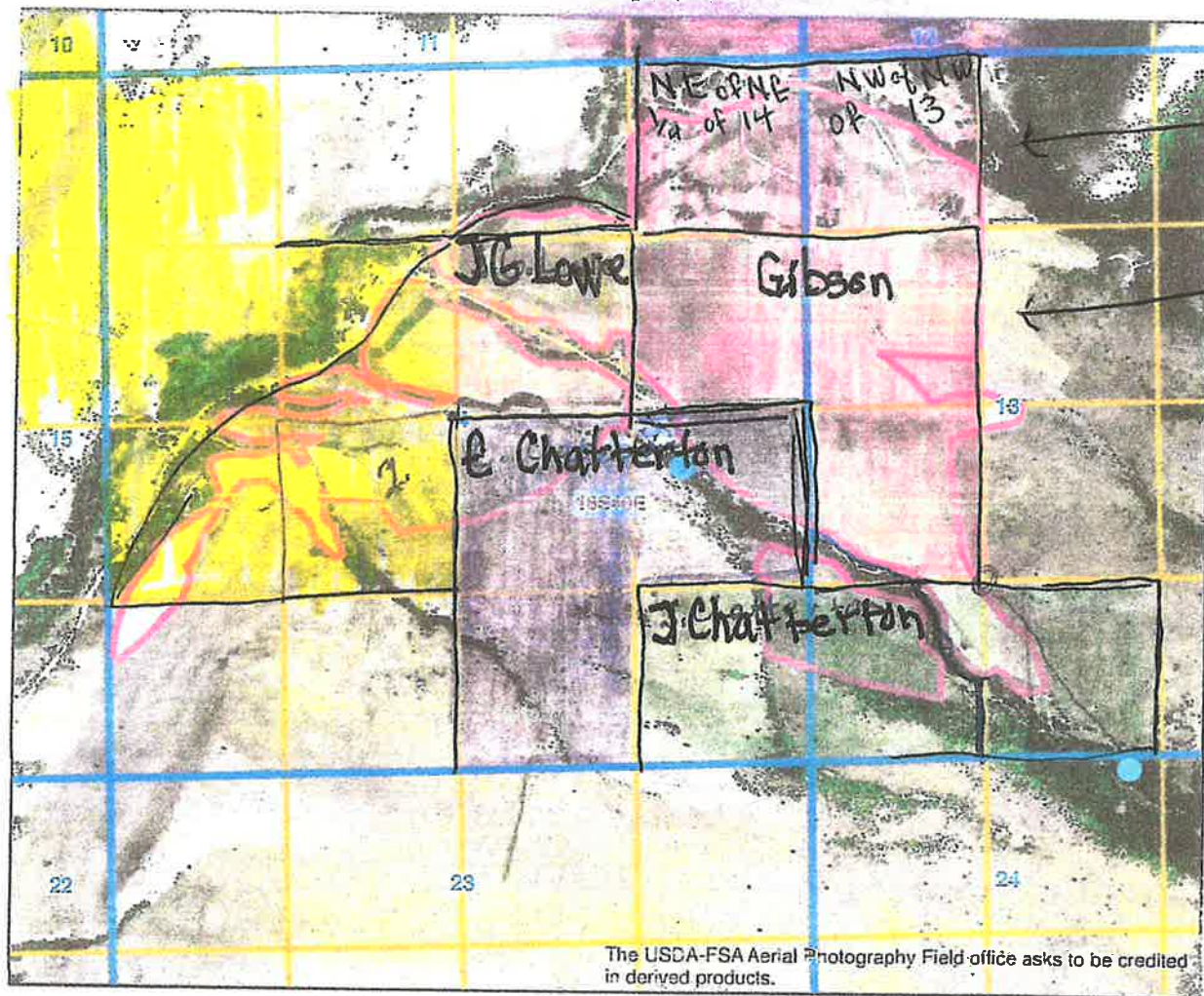
It is further ordered, adjudged and decreed that as the costs in this action...

Maple Creek & Deep Canyon Creek



# Deep Canyon Creek 1883

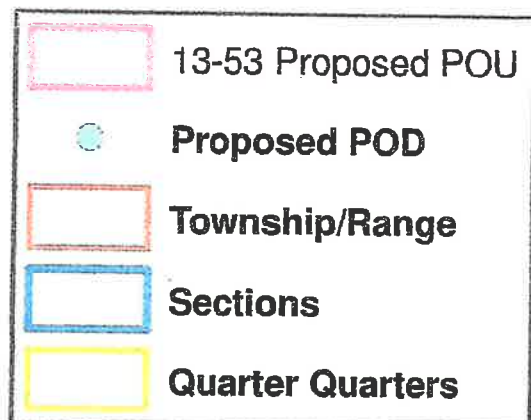
## Application for Transfer Water Right 13-53



This area had water right from Crooke Creek

That leaves 160 acres for Gibson

2013 Aerial Photo



0 1,000 2,000 Feet

1883 - 11.4 cubic feet per second each  
Deep Canyon Creek

1/4 Joseph Chatterton 120 acres  
1/4 Elizabeth Chatterton 120 acres  
1/4 James G Lowe  
1/4 W B Gibson - 240 acres in 11, 12, 13 & 14



1-11-1928  
1. Levi & Martha  
Oliver  
2. Edmund D. Oliver  
Oliver

and year in this certificate first above written.

(Seal) J. N. Larsen  
Notary Public, Residing at Preston, Idaho

STATE OF IDAHO,  
County of Franklin ss.

I hereby certify that this instrument was filed for record at the request of Harold W. Glade at 11:55 A.M. October 10, 1942.

Fee. \$120

C. L. Swenson, Ex-Officio Recorder

By John D. Swenson Deputy

Compared  
00000000

Inst. No. 66468

WARRANTY DEED

THIS INDENTURE, made the 11th day of January, in the year of our Lord one thousand nine hundred and twenty-eight between Levi Oliver and his wife, Martha Oliver of the County of Franklin and the State of Idaho, the parties of the first part, and Edmund D. Oliver of the County of Franklin and the State of Idaho, the party of the second part.

WITNESSETH:- That the said parties of the first part for and in consideration of the sum of \$----Nine Thousand and no/100-----DOLLARS lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, sell, bargain, convey, and confirm unto the said party of the second part and to his heirs and assigns forever all that certain lot, piece or parcel of land situate, lying and being in the County of Franklin and state of Idaho, and bounded and described as follows, to-wit:-The southeast quarter of the southwest quarter and the southwest quarter of the southeast quarter of section eleven (11), and the northwest quarter of the northeast quarter and the northeast quarter of the northwest quarter of section fourteen (14), in township sixteen (16) south, range forty (40) east of the Boise Meridian, in Idaho, containing one hundred sixty (160) acres.

Also, commencing at the northeast corner of the southwest quarter of the northeast quarter of section fourteen (14), in township sixteen (16) south, range forty (40) east of the Boise Meridian, in Idaho; and running thence west eighty (80) rods; thence south twenty-four (24) rods; thence southeast one hundred fourteen (114) rods, to a point ten (10) rods north of the southeast corner of the southwest quarter of the northeast quarter of section fourteen (14), township sixteen (16) south, range forty (40) east of the Boise Meridian, in Idaho; thence north seventy (70) rods to the place of beginning, containing twenty-eight and one half (28½) acres.

-----This deed is made subject in all respects to a certain mortgage made by the grantors herein, in favor of the Federal State Bank of Spokane Washington, in the sum of \$2100.00, \$1900.00 of which is still due and the grantee herein assumes this mortgage and agrees to pay the same when due, together with the interest thereon.--

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof, and together with all ditch and water rights of ever nature, however evidenced, used with said land or belonging to same.

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



these presents forever defend.

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

Signed, sealed and delivered in the presence of  
Dean R. Whitehead.  
Geo. E. Crockett

Levi Oliverson (Seal)  
Martha Oliverson (Seal)

STATE OF IDAHO,  
ss.  
COUNTY OF Franklin

On this 11th day of January in the year 1928, before me Geo. E. Crockett a notary public in and for said County and State personally appeared Levi Oliverson and his wife, Martha Oliverson known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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

(Seal)

Geo. E. Crockett  
Notary Public.  
Residing at Preston, Idaho.

My Commission expires June 2, 1929.

STATE OF IDAHO,  
ss.  
County of Franklin

I hereby certify that this instrument was filed for record at the request of Mrs. Edmund D. Oliverson at 3:00 P.M. October 10, 1942.

Fee \$1.20.

C. L. Swenson, Ex-Officio Recorder  
By James J. Swenson Deputy

Comptrol  
ccccc

Inst. No. 66474

TOWNSITE DEED.

This indenture, made this 6th day of October, in the year of Our Lord One Thousand Nine Hundred and Forty-two, between Abe Whitehead, as Chairman of the Board of Trustees of the Village of Franklin, Franklin County, successor to the Town of Franklin, Oneida County, Idaho Territory, as Successor in Office of Joshua Hawks, Mayor of the Town of Franklin, Oneida County, Idaho Territory, the party of the first part, and Alice B. Funk, a widow, of Franklin, County of Franklin, State of Idaho, the party of the second part, Witnesseth:

That whereas on November 10, 1877, there was issued a patent by the United States of America to Joshua Hawks, Mayor of the Town of Franklin, Oneida County, Idaho Territory, in Trust for several use and benefit of the occupants of the Town of Franklin, and to his successors, to the Northwest quarter, East half of Section 20, and West half of Northwest quarter, and West half of Southwest quarter of Section 21, Township 16 South, Range 40 East in the District of land subject to sale at Boise City, Idaho Territory, containing 640 acres; and

Whereas, the Village of Franklin, Franklin County, Idaho, is successor to the Town of Franklin, Oneida County, Idaho Territory, and Abe Whitehead is the duly elected, qualified and acting Chairman of the Board of Trustees of the said Village of Franklin, and the legal successor in office of Joshua Hawks, Mayor of the Town of Franklin, Oneida County, Idaho Territory, Trustee as aforesaid; and

Whereas, Alice B. Funk has presented to the party of the first part herein her affidavit setting forth that the party of the second part and her predecessors and grantors have been in the quiet, peaceable, and undisturbed possession of the land hereinafter described for a period of more than fifty years last past; and that search has been made of the records of Franklin County, Idaho, and that no townsite deed can be found of record, and that no townsite

1-11-1928

1. Levi & Martha Oliverson

2. Edmund D. Oliverson

SE  $\frac{1}{4}$  of SW  $\frac{1}{4}$  of 11

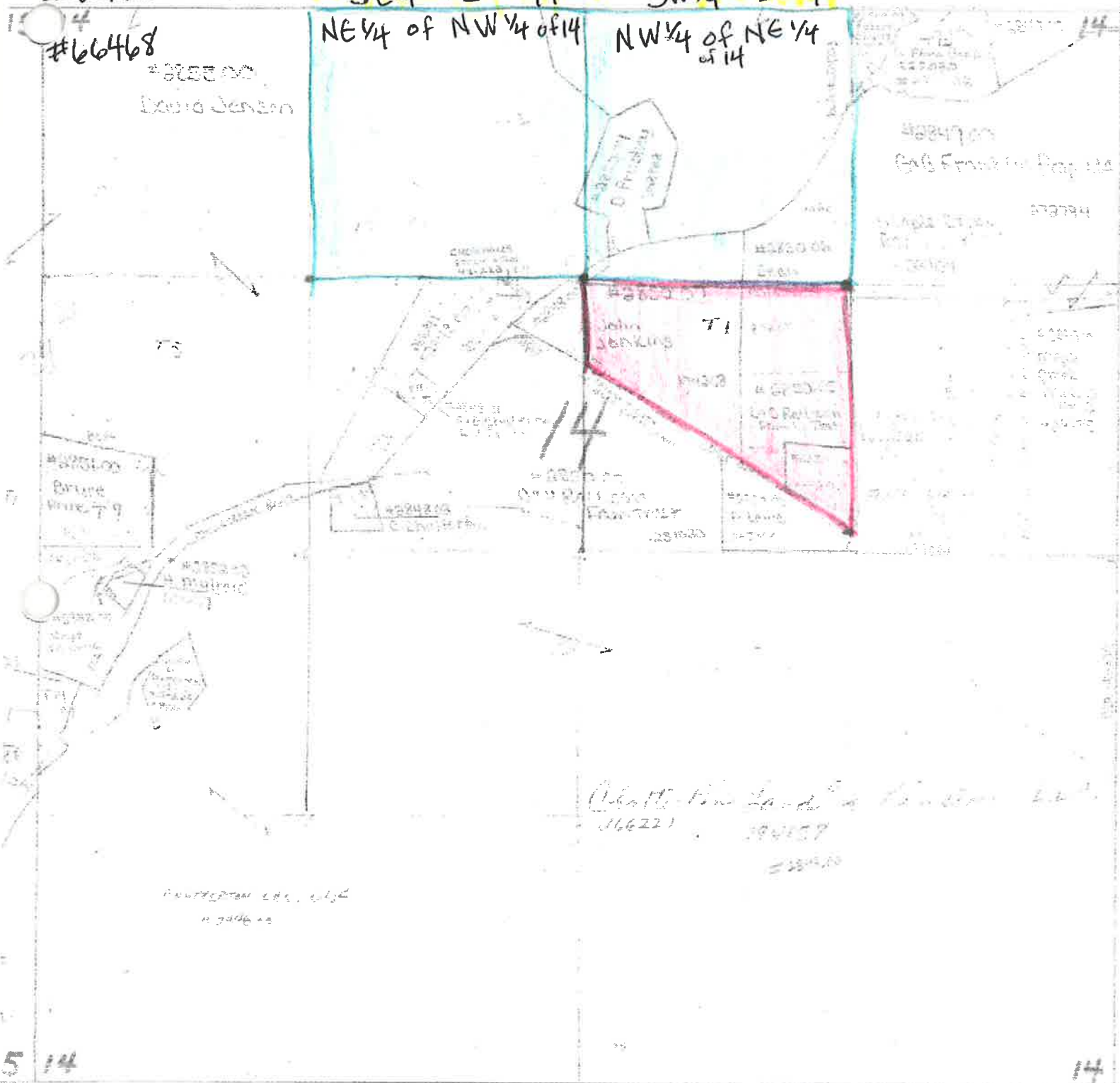
SW  $\frac{1}{4}$  of SE  $\frac{1}{4}$  of 11

#66468

David Jensen

NE  $\frac{1}{4}$  of NW  $\frac{1}{4}$  of 14

NW  $\frac{1}{4}$  of NE  $\frac{1}{4}$  of 14



Chattanooga Land Co. (1622) 194137

CHATTANOOGA LAND CO. 194137

all ditch & water rights



permy, to wit:-

"The W<sup>1</sup>/<sub>4</sub> SE<sup>1</sup>/<sub>4</sub> and E<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub> Sec. 13 Tp. 16 S.R.39 E.B.M."

and that the disability was not removed until the time of his death, and that he died on or about the \_\_\_\_\_ day of \_\_\_\_\_, 1902, never having been married.

Geo. W. Egbert

Subscribed and sworn to before me this 17th day of July, 1917.

Geo. E. Crockett Notary Public

My Commission expires June 2, 1921. (Seal)

Recorded at request of George E. Crockett, July 19, 1917 at 11:45 A.M.

Fee \$.40

John A. Kopced  
Ex-Officio Recorder.  
Comp. by  
E.P.

NO. 7562

DEPONENT

STATE OF IDAHO )  
COUNTY OF FRANKLIN ) ss

Joshua Rallison, being first duly sworn, deposes and says that he is an American Citizen over the age of 21 years, that he was well and personally acquainted with R.E. Moench, who appears as Grantee in a certain Sheriff's Certificate of Sale, dated June 1st, 1900, wherein the Sheriff of Oneida County sells to R.E. Moench the following described land to wit:- "The NE<sup>1</sup>/<sub>4</sub> of Sec. 24 Tp. 16 S.R.39 E.B.M." and with Ruthinda E. Moench who appears as one of the grantors in a certain Warranty Deed, dated May 28th, 1903 and also a warranty deed, dated June 22, 1907, wherein L.F. Moench and his wife, Ruthinda E. Moench conveys to Emma Egbert the above described land, and knows that R.E. Moench who appears as grantor, and Ruthinda E. Moench who appears as grantee are one and the same person.

Joshua Rallison

Subscribed and sworn to before me this 17th day of July, 1917.

Geo. E. Crockett Notary Public.

My commission expires June 2, 1921. (Seal)

Recorded at request of Geo. E. Crockett, July 19, 1917 at 3:20 P.M.

Fee \$.40

John A. Kopced  
Ex-Officio Recorder.  
Comp. by  
E.P.

July 18, 1917

NO. 7565

IN THE PROBATE COURT OF FRANKLIN COUNTY STATE OF IDAHO

IN THE MATTER OF THE ESTATE OF  
JAMES G. LOWE.

REPORT OF COMMISSIONER  
OF PARTITION.

DECEASED.

TO THE HONORABLE, THE PROBATE COURT OF THE COUNTY OF FRANKLIN:-

The undersigned commissioner appointed by this court to make partition of the real estate of James G. Lowe, Deceased, in pursuance of an order of distribution made and entered herein, having been sworn to faithfully discharge the duties required of him before an officer duly authorized to take and administer oaths and certify the same; and a certified copy of the order appointing me as commissioner to act; and the oath of the undersigned having been properly certified and endorsed upon such commission, all of which will more fully appear by the

7-18-1917  
#7565  
James G. Lowe

7565

said commission annexed hereto, respectfully make a report of my proceedings as follows:

That I in pursuance of due and legal notice given by me to all persons interested in said partition, of the time and place, when and where I would proceed to make said partition, and after hearing the allegations and proof to said persons and viewing said property, did make partition of said property as follows:

I assigned to Eliza D. Lowe, widow of said deceased, the parcels of land particularly described as follows to wit:

"Commencing at the South East Corner of the North West Quarter of Section 14, Township 16 South, Range 40 East of the Boise Meridian, Idaho, and running thence North 110 feet, to "Deep Canyon Creek"; thence North 75° 58' West 297 feet; thence North 84° 25' West 250 feet; thence North 47° 27' West 200 feet; thence North 54° 25' West 74 feet; thence South 85° 35' West Seven Hundred Two (702) feet; thence South 68° 17' West 500 feet; thence South 46° 47' West 212 feet; thence South 69° 58' West 285 feet; thence South 24° 10' West 756 feet, to the West Boundary of said Section 14; thence North 2144 feet, to the North West Corner of the South West Quarter of the North West Quarter of said Section 14; thence East 1887 feet; thence South 27° 12' West 476 feet; thence South 65° 57' East 232.5 feet; thence North 39° 18' East 475 feet; thence South 60° 06' East 1942 feet; thence South 165 feet; thence West 1320 feet to the place of beginning, containing 80 acres, more or less.

to wit: Excepting therefrom the following described tract of land

Commencing at a point 28 rods North of a point 100 rods East of the South West Corner of the North West Quarter of said Section 14, and running thence North 12 rods; thence East 14 rods; thence South West 13 rods, to a point 8 rods East of the place of beginning; thence West 8 rods, to the place of beginning containing 132 square rods.

Also, commencing at the South East Corner of the North West Quarter of Section 14, Township 16 South, Range 40 East of the Boise Meridian, Idaho, and running thence North 110 feet; thence North 75° 58' West 297 feet; thence North 84° 25' West 250 feet; thence North 47° 27' West 200 feet; thence North 54° 25' West 74 feet; thence South 85° 35' West 702 feet; thence South 68° 17' West 500 feet; thence South 46° 47' West 212 feet; thence South 69° 58' West 285 feet; thence South 24° 10' West 756 feet, to the West boundary of said Section 14; thence South 496 feet; thence East 80 rods; thence North 80 rods; thence East 80 rods to the place of beginning, containing Forty-eight (48) acres more or less.

Together with all water right appurtenant thereto or used thereon."

I assigned to the children of Eliza D. Lowe, to wit:

Ada L. Hart, James Leroy Lowe, Lucy L. Gibson, Ruben Lowe, Lydia L. Geddes, Rhea Lowe, Lilly Lowe Leavitt, Scot Lowe, Irel Lowe, Jennie Lowe, Knolen Lowe, Asel Lowe and Glenn Lowe, the parcels of land particularly described as follows to wit:

A One-half undivided interest in and to the East half of the North East Quarter of Section 15, Township 16 South, Range 40 East of Boise Meridian.

Also, all of the North West Quarter of the North West Quarter of Section 14, Township 16 South, Range 40 East of Boise Meridian.

I assigned to the children of Elizabeth R. Lowe, to wit: Ossin Lowe, Belvy L. Gibson, Ivy Williams, Corlas Lowe, Erma Lowe, Eulen Lowe, Marie Lowe and Cyrel Lowe, the parcels of land particularly described as follows to wit:

A one-half undivided interest in and to the East Half of the North East Quarter of Section 15, Township 16 South, Range 40 East of Boise Meridian.

Also, all of the North East Quarter of the South West Quarter of Section 14, Township 16 South, Range 40 East of Boise Meridian.



595L.

July 18, 1917

1 - James B. Lowe  
2 - 1/2 interest of  
James & Eliza D. Lowe  
children  
also  
1/2 interest children of  
James & Elizabeth K. Lowe

James B Lowe  
- youngest Elizabeth K Lowe

40000

54

11

Probate

John G Lowe

July 28, 1917

Does hereby accept the said report of the said commissioner on behalf of said minors and ask the said court to ratify and confirm the same.

Dated this 18th day of June, 1917.

Arthur W. Hart

Guardian Ad Litem.

STATE OF IDAHO } ss  
COUNTY OF FRANKLIN }

I, James Bodily, Probate Judge in and for Franklin County, Idaho do hereby certify the foregoing to be a full, true and correct copy of the Acceptance of the Report of Commissioner of Partition and request for the Appointment of Guardian Ad Litem, in the Matter of the Estate of James G. Lowe, Deceased. AS WITNESS MY HAND and Official Seal this 18th day of July, 1917.

James Bodily

(Seal)

Probate Judge.

Recorded at request of E.R. Nielsen, July 20, 1917 at 10:25 A.M.

Fee \$2.40

John A. Koford  
Ex-Officio Recorder.

E.P.

NO. 7566

IN THE PROBATE COURT OF FRANKLIN COUNTY, STATE OF IDAHO.

IN THE MATTER OF THE ESTATE OF )  
JAMES G. LOWE.

Deceased.

ORDER CONFIRMING REPORT OF COMMISSIONER.

JOHN A. LOWE, AD- MEASURING DOWER TO

ELIZA D. LOWE, & PARTITION TO CHILDREN OF  
DECEASED.

The commissioner, John A. Lowe, heretofore appointed by this court to admeasure and set off to Eliza D. Lowe, widow of said James G. Lowe, deceased, her interest or dower in the real estate of said deceased, and to admeasure and partition to the children of the said James G. Lowe, deceased, their interest thereon, and the said John A. Lowe, having filed his report herein and said report coming on regularly for hearing and action by the court, and it appearing that all requirements of law have been complied with herein, and that said report of the commissioner is fair and just and should be accepted and confirmed by the court, -

If further appearing that the heirs at law have filed their acceptance herein of the said report of the said commissioner, John A. Lowe and have petitioned this court to ratify and confirm the same, and it appearing that said report is equitable and just and is acceptable to all of the heirs at law, -

If it is ordered that said report of the commissioner, John A. Lowe, and the assignment of the land therein described to Eliza D. Lowe as her interest or dower in said estate, be and the same is hereby confirmed and accepted by this court; It is also ordered that the partition therein made to the children of the said James G. Lowe, deceased, be and the same is hereby accepted and confirmed by this court. Dated this 18th day of July, 1917.

James Bodily,

(Seal) Probate Judge.

Recorded at request of E.R. Nielsen, July 20, 1917 at 10:30 A.M.

STATE OF IDAHO } ss  
COUNTY OF FRANKLIN }

Fee \$.80

John A. Koford

I, James Bodily, Probate Judge in and for the County of Franklin, State of Idaho, do hereby certify the foregoing to be a full, true and correct copy of an Order confirming Report of Commissioner, John A. Lowe, Admeasuring Dower to Eliza D. Lowe and Partition to children of deceased, as the same appears on file in my office. Dated July 18th, 1917.

James Bodily,

Probate Judge

Compared E.P.

John G Lowe 7-18-1917  
# 7566



Amended  
Decree of  
James G Lowe  
(deceased)  
May 13, 1919  
to Eliza D. Lowe

Dated this 3rd day of May, 1919. Geo. E. Crockett, Probate Judge. (SEAL)  
Recorded at request of Hart & Rich, May 3rd, 1919 at 3:15 P.M.  
Fees, \$1.00 John A. Kofoed, Ex-Officio Recorder.  
Compared *John A. Kofoed*

10974

STATE OF IDAHO  
BOARD OF MEDICAL EXAMINERS

THIS CERTIFIES THAT Thos. B. Holder having complied with the laws of Idaho relating to the practice of medicine and surgery, and having presented a Diploma from Missouri Medical College a legally chartered medical college, in good standing is hereby licensed to practice medicine and surgery in the State of Idaho.

WITNESS, our hands and the official seal of said board at Boise City, this second day of October 1918.

Reciprocity with

Utah  
Susan E. Bruce M.D.  
Homer J. Herrington, M.D.

George S. Lasher,

(SEAL) G.T. Parkinson, M.D. President,  
G.W. States, M.D. Vice President,  
Ray H. Fisher B.S.M.D. Secretary.

NO 834.

Recorded at request of Thos. B. Holder May 5th, 1919 at 10:20 A.M.

Fees, \$.50 John A. Kofoed, Ex-Officio Recorder.

Compared *John A. Kofoed*

NO 10987

ORDER DISSOLVING ATTACHMENT

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,  
IN AND FOR THE COUNTY OF BANNOCK.

Idaho State & Savings Bank,  
a Corporation

Plaintiff,

vs\*

W.E. Sent,  
Defendant.

ORDER DISSOLVING  
ATTACHMENT.

On motion of Hart & Rich, attorneys for Plaintiff in the above entitled action, and it appearing that the attachment was wrongfully issued on the land hereinafter described, it is hereby ordered, that the attachment hereto fore issued by the plaintiff whereby the land hereinafter described was attached, be and the same is hereby dissolved insofar as said premises are concerned.

Said land is described as follows, to-wit:

The Southeast Quarter of the Northwest Quarter and the Northeast Quarter of the Southwest Quarter of Section 18, Township 13 S., R. 40 E.B.M.

Dated this 3rd day of May 1919.

Robert M. Terrell, District Judge.

I.C.W. Pomeroy, Clerk of the District Court do hereby certify that the above and foregoing is a full true and correct copy of the original order dissolving attachment now on file in my office.

(SEAL) C.W. Pomeroy, Clerk.

Recorded at request of Hart & Rich, May 7th, 1919 at 10 A.M.

Fees, \$0.40

Compared *John A. Kofoed*

AMENDED DECREE OF DISTRIBUTION

NO 11010

IN THE PROBATE COURT OF FRANKLIN COUNTY, STATE OF IDAHO  
\*\*\*\*\*

IN THE MATTER OF THE ESTATE OF }  
James G. Lowe. } S  
D  
deceased

AMENDED DECREE OF  
DISTRIBUTION.

5-13-1919  
#11111  
Amended Decree of James G Lowe

HAVING read the verified petition of Eliza D. Lowe and Elizabeth K. Lowe, the duly appointed and acting administrators of the estate of James G. Lowe, deceased, and it appearing therefrom that there was inadvertently omitted from said decree a certain tract of land consisting of 8.33 acres hereinafter described; and it further appearing that the heirs at law have all signed their consent in writing that said decree of distribution be amended so as to decree to Eliza D. Lowe the said 8.33 acres in addition to the land decreed to her, as recorded in Book 8 of Judgments, at page 174, July 20th, 1917, Records of Franklin County, Idaho, and it appearing that the said Eliza D. Lowe is the widow of the said James G. Lowe, deceased, and entitled to a homestead from his said estate, and it appearing that the value of the land heretofore decreed to her and the said 8.33 acres hereinafter described do not exceed in value the sum of Five Thousand Dollars (\$5,000.00) and that she is entitled to said land and it is necessary for use and benefit and all and singular the law and the facts being understood by the court:-

It is hereby adjudged and decreed that the said decree of distribution aforesaid, recorded as aforesaid, and filed and recorded in this office be amended decreeing to the said Eliza D. Lowe, the lands described as follows, to wit:

Commencing at the Southeast corner of the Northwest Quarter of Section 14, Township 16, South Range 40 East Boise Meridian; and running thence North 110 feet to Deep Canyon Creek; thence North 75°58' West 297 feet; thence North 84°25' West 250 feet; thence North 47°27' West 200 feet; thence North 54°25' West 74 feet; thence South 85°35' West 702 feet; thence South 68°17' West 500 feet; thence South 46°47' West 212 feet; thence South 69°58' West 286 feet thence South 24°10' West 756 feet to the West Boundary of said section 14; thence North 2144 feet to the Northwest corner of the Southwest Quarter of the Northwest Quarter of said Section 14; thence East 1887 feet; thence South 27°12' West 476 feet; thence South 65°57' East 332.5 feet; thence North 39°18' East 475 feet; thence South 60°06' East 1942 feet; thence South 165 feet; thence West 1320 feet to the place of beginning, containing 80 acres, more or less.

Excepting therefrom the following described tract of land, to wit: Commencing at a point 28 rods North of a point 100 rods East of the Southwest corner of the Northwest quarter of said Section 14; thence north 12 rods; thence East 14 rods; thence Southwest 13 rods to a point 8 rods East of place of beginning; thence West 8 rods to place of beginning, containing 132 square rods.

Also, The Northwest Quarter of the Northwest Quarter of Section 14; the East half of the Northeast quarter of Section 15 and the South half of the Southeast quarter of the Southeast quarter of Section 10, all in Township 16 South, Range 40 East of the Boise Meridian, containing 140 acres.

Also, The West half of the Southwest quarter of Section 11, and the North half of the southeast quarter of the southeast quarter of Section 10, all in Township 16 South, Range 40 East of the Boise Meridian, containing 100 acres.

Also, Commencing at the Southeast corner of the Northwest quarter of Section 14, Township 16 South, Range 40 East of the Boise Meridian, and running thence North 110 feet; thence North 75°58' West 297 feet; thence North 84°25' West 250 feet; thence North 47°27' West 200 feet; thence North 54°25' West 74 feet; thence South 85°35' West 702 feet; thence South 68°17' West 500 feet; thence South 46°47' West 212 feet thence South 69°58' West 285 feet; thence South 24°10' West 756 feet to the West boundary of said Section 14; thence South 496 feet; thence East 160 rods; thence North 80 rods to the place of beginning, containing 80 acres, more or less.

Also, Commencing at the Northeast corner of the Southeast quarter of the Northwest quarter of Section 14; Township 16 South, Range 40 East of the Boise Meridian, Idaho and running thence West 753 feet; thence South 27°12' West 476 feet; thence South 65°57' East 332.5 feet; thence North 39°18' East 376 feet; thence South 60°06' East 420 feet; ~~thence~~ more or less to the East

Eliza D. Lowe  
widow

exception



line of the Northwest quarter of said Section 14, thence North 400 feet, to the place of beginning, containing 8.33 acres, more or less.

Dated this 13th day of May, 1919. (SEAL) Geo. E. Crockett, Probate Judge.

I hereby certify that the above and foregoing is a full, true and correct copy of the Amended Decree of Distribution now on file in my office.

(SEAL) Geo. E. Crockett, Probate Judge.

Recorded at request of Hart & Rich, May 13th, 1919 at 1:40 P.M.

Fees, \$2.00

John A. Airded, Ex-Officio Recorder

- Compered -

F A R M L E A S E

NO 11011

THIS INDENTURE, Made the 24th day of February in the year of our Lord one thousand nine hundred and Nineteen between Anders Neilson of Franklin County of Franklin State of Idaho the party of the first part and Walter A. Winger of Franklin, County of Franklin State of Idaho party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the rents, covenants and agreements hereinafter mentioned, reserved and contained on the part and behalf of the said party of the second part, his executors, administrators, and assigns, to be paid, kept and performed, has leased, demised and to farm let, and by these presents do lease, demise and to farm let, unto the said party of the second part his executors, administrators, and assigns, all of the following tract of land situate in Franklin County, State of Idaho, described as follows, to-wit: Seventy or seventy five acres of beet land located on what is known as the Anders Neilson farm the exact acreage to be determined when measured/

Together with all water and water rights, ditches, and ditch rights thereunto belonging or in anywise appertaining that is to say: sufficient water to care for the beets planted on the above named acreage.

Together with the following described stock and farming utensils now being in or upon the same, to wit: None with the appurtenances, untill all beets are harvested and delivered to the sugar factory, from the day of A.D. one thousand nine hundred and

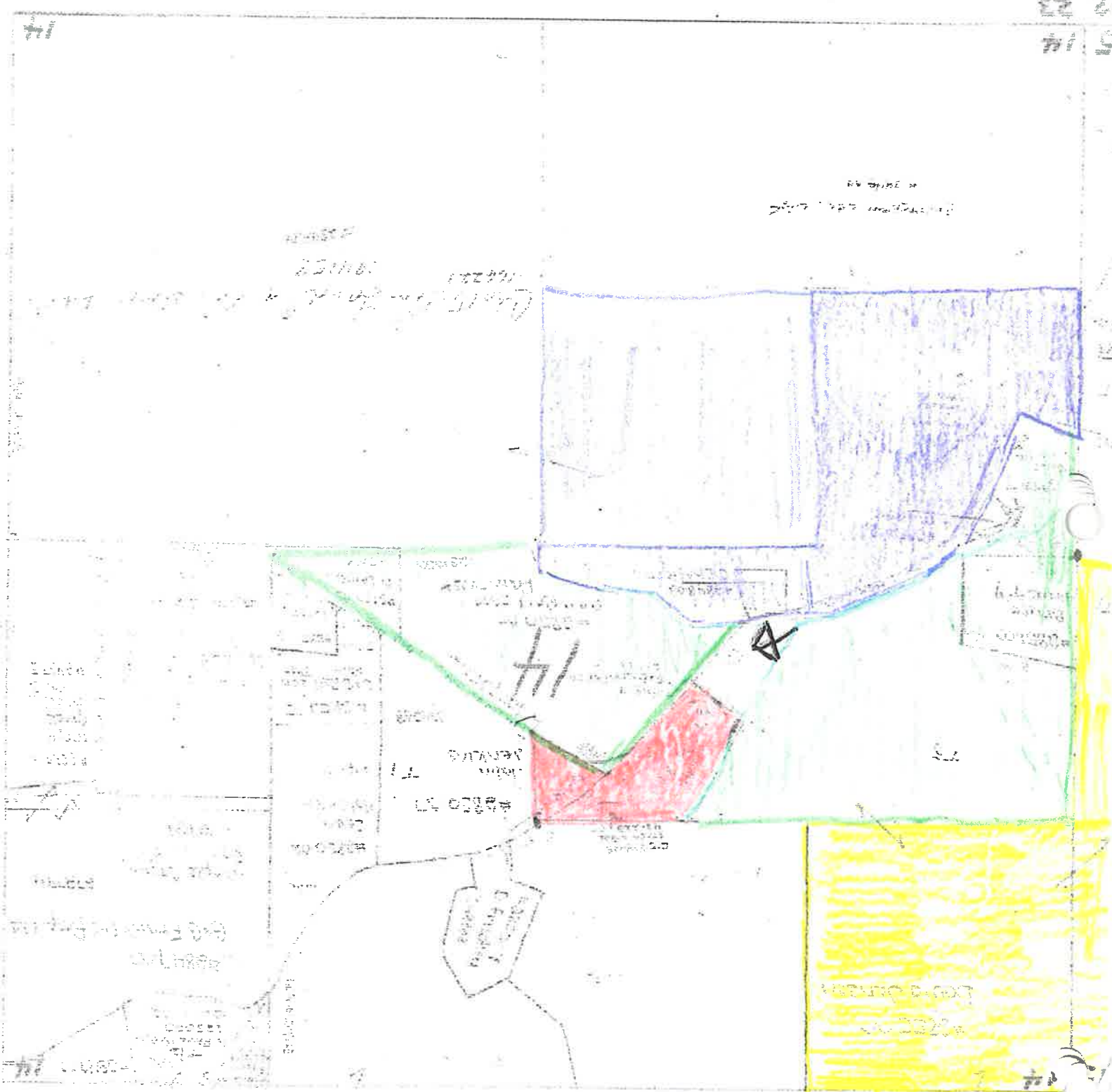
To have and to hold the said demised premises, unto, the party of the second part, his heirs, executors and administrators, for their sole and proper use and benefit for and during the term aforesaid.

In consideration whereof, the said party of the second part hereby covenants and agrees to and with the party of the first part, that he will occupy, till, and in all respects cultivate the premises above mentioned during the term aforesaid, in a farmerlike manner, and according to the usual course of farming practiced in the neighborhood; that he will not commit any waste or damage or suffer any to be done; that he will at his own cost and expense keep the fences and buildings on said premises in good repair; reasonable wear thereof and damages by the elements excepted; and that he will deliver to the said party of the first part, his heirs, executors, or administrators, or to his or their order Thirty five dollars (\$35.00) per acre same to be paid out of the first proceeds of the beet crop. Beet contract to be made in the names of the respective parties to this lease.

In the event that it is necessary for the party of the second part to borrow money for the development of the beet crop the party of the first part hereby consents to such loan and if necessary will sign along with the party of the second part to secure said money, it however being understood that the beet crop shall be held as security till loan shall have been paid.

All tops from beets to be left on the ground, it is hereby agreed that the party of the second part shall have the right to pasture his stock on the beet tops after all beets have been harvested.

lands exception



James G. Lowe  
Amended Decree of James G. Lowe  
May 13, 1919



8-27-1958  
Cyril & Fern Lowe  
2 - Dale Cardwell  
Dorothy

Together with all water and water rights, ditches and ditch rights used thereon or appurtenant thereto, including but not limited to wells and pumping facilities.

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

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

Subject to \$9,550.00 and \$1,875.00 mortgages executed by LeRoy Perkins and Lillian Perkins, his wife, in favor of the Government, recorded respectively on November 4, 1949, in Book 54 of Mortgages at Page 199 and on October 16, 1952, in Book 57 of Mortgages at Page 358, records of Franklin County, Idaho, which mortgages and the debts secured thereby Pascual Martinez and Mary Martinez, his wife, have by a separate instrument in writing, assumed and agreed to pay.

(\$9.90 U. S. I. R. Stamps Duly Affixed and Cancelled.)

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining and all improvements, water and water rights appurtenant thereto or reasonably necessary to the use of the real property, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD the said premises together with the appurtenances thereto unto the parties of the second part, as such joint tenants, and to their assigns, and to the survivor of them, and to the heirs and assigns of such survivor forever.

The parties of the first part, for themselves, and for their heirs, executors and administrators, do hereby covenant to and with the parties of the second part, their assigns, and the survivor of them, and the heirs and assigns of the survivor, that they are lawfully seized in fee simple of said premises, that they are free from all encumbrances, and that they will and their heirs, executors and administrators shall warrant and forever defend the title thereto against all lawful claims and demands whatsoever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hand(s) and seal(s) this 22nd day of March, 1961.

WITNESSES:

LeRoy Perkins  
LeRoy Perkins (Husband) (SEAL)  
Lillian Perkins (Wife) (SEAL)  
Lillian Perkins

ACKNOWLEDGMENT

STATE OF IDAHO ) ss:  
COUNTY OF FRANKLIN)

On this 22nd day of March, 1961, before me, a Notary Public in and for said County and State, personally appeared LeRoy Perkins and Lillian Perkins, his wife, to me known to be the identical individual(s) described in and who executed the within and foregoing instrument and whose name(s) are subscribed thereto, and acknowledged to me that they signed, sealed and executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Seal  
(SEAL)

G. L. Swenson  
Notary Public in and for the State of Idaho  
Residing at Preston, Idaho  
My commission expires:

STATE OF IDAHO,  
COUNTY OF FRANKLIN--ss.

Recorded at the request of J. N. Larsen Co. at 2:35 P. M., March 22, 1961.

Fee: \$2.70

G. L. Swenson: Ex-Officio Recorder  
By Curt Hand Deputy

--- Compared ---

Inst. No. 107883

WARRANTY DEED

THIS INDENTURE, Made this 27th day of August in the year of our Lord one thousand nine hundred and Fifty Eight between CYRIL K. LOWE AND FERN P. LOWE, Husband and Wife of the County of State of Idaho the parties of the first part, and DALE H. CARDWELL AND DOROTHY W. CARDWELL, Husband and Wife as tenants by the entirety, and not as tenants in common, with full rights of survivorship. of Ogden County of Weber State of Utah the parties of the second part.

Witnesseth, That the said parties of the first part, for and in consideration of the sum of TWENTY THOUSAND AND NO/100 DOLLARS, lawfull money of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, and to their heirs and assigns forever, all the following described real estate, situated in Franklin County of State of Idaho, to-wit:

DESCRIPTION OF PROPERTY ATTACHED HERETO

Description of Real Estate:

The Northwest Quarter of the Northwest Quarter of Section Fourteen, the East half of the Northeast Quarter of Section Fifteen, and the South Half of the Southeast Quarter of the Southeast Quarter of Section Ten.

ends up Rallison

all in Township Sixteen South, Range Forty East of the Boise Meridian..

Also, commencing at the Southeast Corner of the Northwest Quarter of Section Fourteen, Township Sixteen South, Range Forty East of the Boise Meridian, and running thence North 110 feet, to deep Canyon Creek, thence North 75° 58' West 297 feet, thence North 84° 25' West 250 feet, thence North 47° 27' West 200 feet, thence North 54° 25' West 74 feet, thence South 85° 35' West 702 feet, thence South 68° 17' West 500 feet, thence South 46° 47' West 212 feet, thence South 69° 58' West 285 feet, thence South 24° 10' West 756 feet to the West boundary of said Section Fourteen, thence North 2144 feet to the Northeast corner of the Southwest Quarter of the Northwest Quarter of said Section Fourteen, thence East 1887 feet, thence South 27° 12' West 476 feet, thence South 65° 57' East 332.5 feet, thence North 39° 18' East 475 feet, thence South 60° 6' East 1942 feet, thence South 165 feet, thence West 1320 feet to the place of beginning.

Excepting therefrom the following described tract of land, to wit: Commencing at a point 753 feet West and South 27° 12' West 476 feet from the Northeast corner of the Southeast Quarter of the Northwest Quarter of Section Fourteen, Township Sixteen South, Range Forty East of the Boise Meridian, and running thence South 27° 12' West 710 feet more or less, to the inter-section of "Maple Creek" and "Deep Creek" thence Easterly along "Deep Creek" 225 feet, more or less, to the County Road, thence Northerly along said Road 500 feet, more or less, thence North 65° 57' West 332.5 feet to the place of beginning. Also excepting commencing at a point 28 rods North of a point 100 rods East of the Southwest corner of the Northeast Quarter of Section Fourteen, and running thence North 12 rods, thence East 14 rods, thence Southwest 13 rods to a point 8 rods East of the place of beginning, thence West 8 rods to the place of beginning.

(\$15.95 U. S. I. R. Stamps Duly Affixed and Cancelled.)

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

To Have and to Hold, all and singular the above mentioned and described premises, together with the appurtenances, unto the parties of the second part, and to their heirs and assigns forever. And the said parties of the first part, and their heirs, and 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 and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Cyril K. Lowe

(SEAL)

John Van Alfin

Fern P. Lowe

(SEAL)

W. G. Albiston

STATE OF Utah )  
ss.

County of Weber)

On this 27th day of August in the year 1935, before me John Van Alfin a Notary Public in and for said State, Personally appeared CYRIL K. LOWE AND FERN P. LOWE, Husband and Wife known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

Seal

John Van Alfin

My commission expires March 23, 1961

Notary Public.

STATE OF IDAHO,

County of Franklin--ss.

Recorded at the request of J. N. Larsen Co. at 2:45 P. M., March 22, 1961.

Fee: \$2.70

C. L. Swenson: Ex-Officio Recorder

By Carloid Deputy

-- - Compared -- -

Inst. No. 107897

WARRANTY DEED

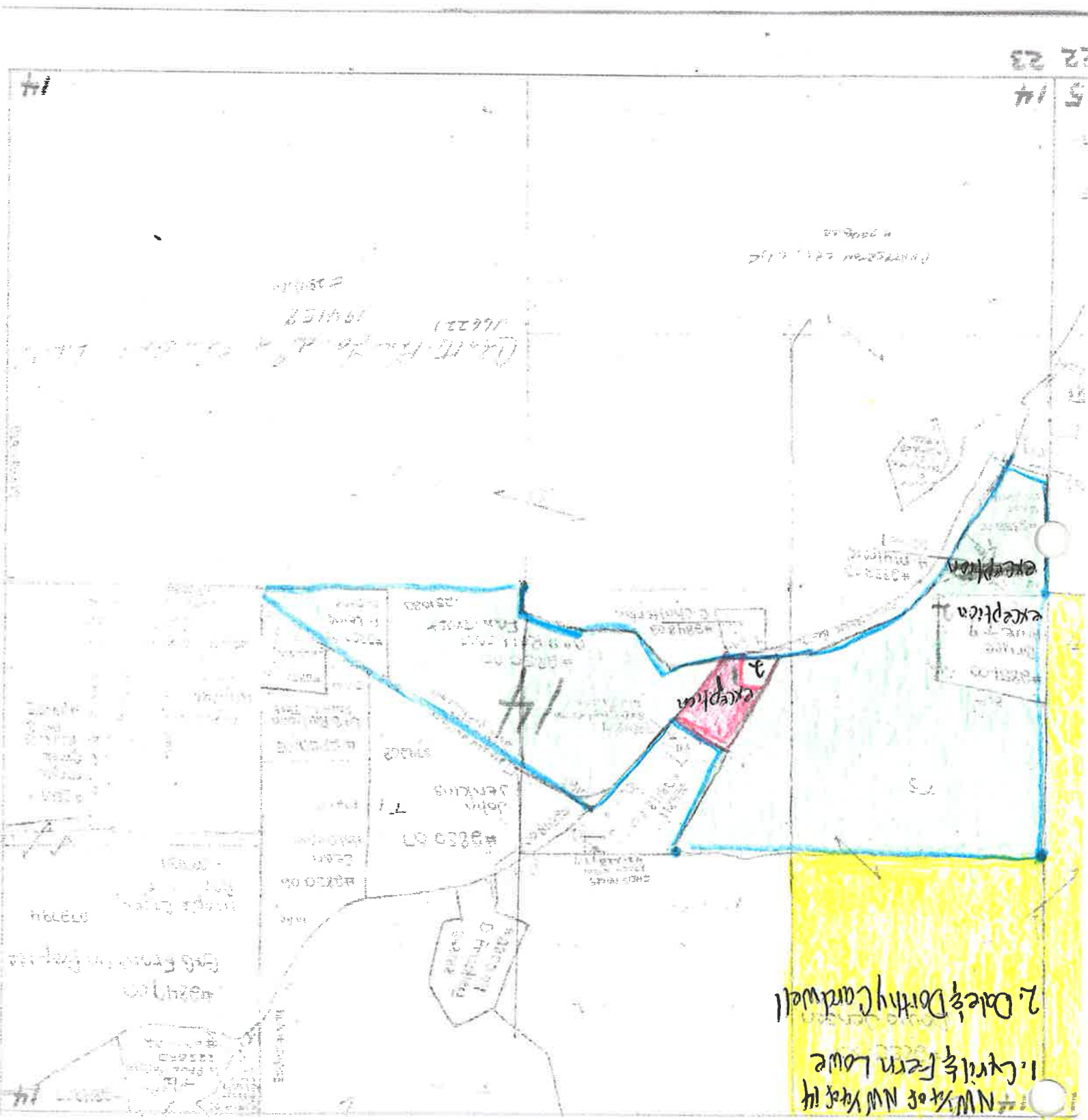
THIS INDENTURE, made this 10th day of February in the year of our Lord one thousand nine hundred and Sixty-one between SHIRLEY M. PALMER and wife HARRIET S. PALMER of Preston County of Franklin State of Idaho the parties of the first part, and BELTON HATCH and GAYLE HATCH, husband and wife of Lima County of Beaverhead State of Montana the parties of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, and to their heirs and assigns forever, all the following described real estate, situated in the County of Franklin,



8-21-1958 #107883

NW 1/4 of NW 1/4 14  
1. Cyril & Fern Lowe  
2. Dale & Dorothy Cardwell



5 14 23

3-22-1961  
1. Dale & Dorothy  
2. Clarence & Dorothy  
3. Edmund & Dorothy  
4. Dale & Dorothy  
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100. Dale & Dorothy

Inst. No. 108201

WARRANTY DEED

THIS INDENTURE, made this 8th day of March in the year of our Lord one thousand nine hundred and Sixty-one between Clarence Kendrick and wife Dorothy C. Kendrick of Preston County of Franklin State of Idaho the parties of the first part, and John J. King of Preston County of Franklin State of Idaho the party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of \$1.00 and other good and valuable considerations lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all the following described real estate, situated in the County of Franklin, State of Idaho, to-wit:

Commencing at a point 89 rods North and 73 rods 10.5 feet West of the Southeast corner of Section 22, Township 15 South, Range 39 East of the Boise Meridian, and running thence West 61 feet; thence South 71.5 feet; thence East 1 foot, thence South 60 feet; thence East 60 feet; thence North 131.5 feet to the place of beginning.

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

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

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

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

Clarence Kendrick

(SEAL)

Dorothy C. Kendrick

(SEAL)

STATE OF IDAHO,

County of Franklin--ss.

On this 26th day of April in the year 1961, before me Ted Larsen a Notary Public in and for said State, personally appeared Clarence Kendrick and wife Dorothy C. Kendrick 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

Ted Larsen

Notary Public, Residing at Preston, Idaho.

STATE OF IDAHO,

COUNTY OF FRANKLIN--ss.

Recorded at the request of J. M. Larsen Co. at 2:05 P. M., May 16, 1961.

Fee: \$1.20

C. L. Swenson: Ex-Officio Recorder

*C. L. Swenson* Deputy

--- Compared ---

Inst. No. 108211

WARRANTY DEED

THIS INDENTURE, made this 22nd day of March in the year of our Lord one thousand nine hundred and Sixty-one between Dale M. Cardwell and his wife Dorothy M. Cardwell of Franklin County of Franklin State of Idaho the parties of the first part, and Edmund Douglas Cliverson of Franklin County of Franklin State of Idaho the party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of \$1.00 and other good and valuable considerations lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all the following described real estate, situated in the County of Franklin, State of Idaho, to-wit:

Beginning at Sec 14, E1/4 of Sec 15, and the S1/2SE1/4 of Sec 10, all in Twp 16 South, Rng 40 E1/4.

Also, commencing at the Southeast Corner of the Northwest Quarter of Sec 14, Twp 16 South, Rng 40 E1/4, and running thence North 110 feet, to Deep Canyon Creek, thence North 75°58' West 227 feet, thence 24°25' West 250 feet, thence North 47°22' West 200 feet, thence North 54°25' West 74 feet, thence South 85°35' West 702 feet, thence South 68°17' West 500 feet, thence South 46°47' West 212 feet, thence South 49°55' West 225 feet, thence South 24°10' West 750 feet to the West boundary of said Sec 14, thence North 21°44' feet to the Northwest Corner



of the Southwest Quarter of the Northwest Quarter of said Sec 14, thence East 1887 feet, thence South 27°12' West 476 feet, thence South 45°57' East 332.5 feet, thence North 39°18' East 475 feet, thence South 60°6' East 1942 feet, thence South 165 feet, thence West 1320 feet to the place of beginning.

Excepting therefrom the following described tracts of land, to-wit: Commencing at a point 753 feet West and South 27°12' West 476 feet from the Northeast Corner of the Southeast Quarter of the Northwest Quarter of Section 14, Twp 16 South, Rng 40 EBM, and running thence South 27°12' West 710 feet more or less, to the intersection of "Maple Creek" and "Deep Creek" thence Easterly along said "Deep Creek" 225 feet, more or less to the County Road, thence Northerly along said road 500 feet, more or less, thence North 65°57' West 332.5 feet to the place of beginning. Also excepting commencing at a point 28 rods North of a point 100 rods East of the Southwest Corner of the Northwest Quarter of Section 14, and running thence North 12 rods, thence East 14 rods, thence Southwest 13 rods to a point 8 rods East of the place of beginning, thence West 8 rods to the place of beginning. Also except all that portion lying in the Northwest Quarter of the Southwest Quarter of Sec 14, Twp 16 South, Rng 40 EBM, which is the third exception.

Present water users retain cullinary water right of way for maintainence and repair.

The Grantors herein grants right of way to Grantee herein over and across property identified as the third exception above described. Commencing at a point 1337 feet East from the Northwest corner of the Southwest quarter of the Northwest quarter of Section 14, Township 16 South, Range 40 East of the Boise Meridian, and running thence South 27°12' West 556 feet; thence South 55° East 304 feet; thence North 37°19' East 615 feet; thence South 40°06' East 420 feet; thence North 40°06' West 400 feet; thence West 753 feet to place of beginning.

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

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

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

(42.55 U. S. I. R. Stamps Duly Affixed and Cancelled.)

Dale H. Cardwell (SEAL)

Dorothy W. Cardwell (SEAL)

STATE OF IDAHO,  
County of Franklin--ss.

On this 22nd day of March in the year 1961, before me Ted Larsen a Notary Public in and for said State, personally appeared Dale H. Cardwell and wife Dorothy W. Cardwell 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.

Sen

Ted Larsen

Notary Public, Residing at Preston, Idaho.

STATE OF IDAHO,  
COUNTY OF FRANKLIN--ss.

Recorded at the request of J. M. Larsen Co. at 3:20 P. M., May 17, 1961.

Fee: \$2.70

C. L. Skenson: Ex-Officio Recorder

By Carl Skenson Deputy

M. M.

--- Compared ---

Inst. No. 108241

#### WARRANTY DEED

THIS INDENTURE, made this 2nd day of May in the year of our Lord one thousand nine hundred and Sixty between Lois Sorensen, a single woman of Preston County of Franklin State of Idaho the party of the first part, and Keith Bosworth of Preston County of Franklin State of Idaho the party of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of \$1.00 and other valuable considerations lawful money of the United States of America, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all the following described real estate, situated in the County of Franklin, State of Idaho, to-wit:

Commencing at a point 6 rods South and 215 feet East of the Southwest corner of the Academy Block,

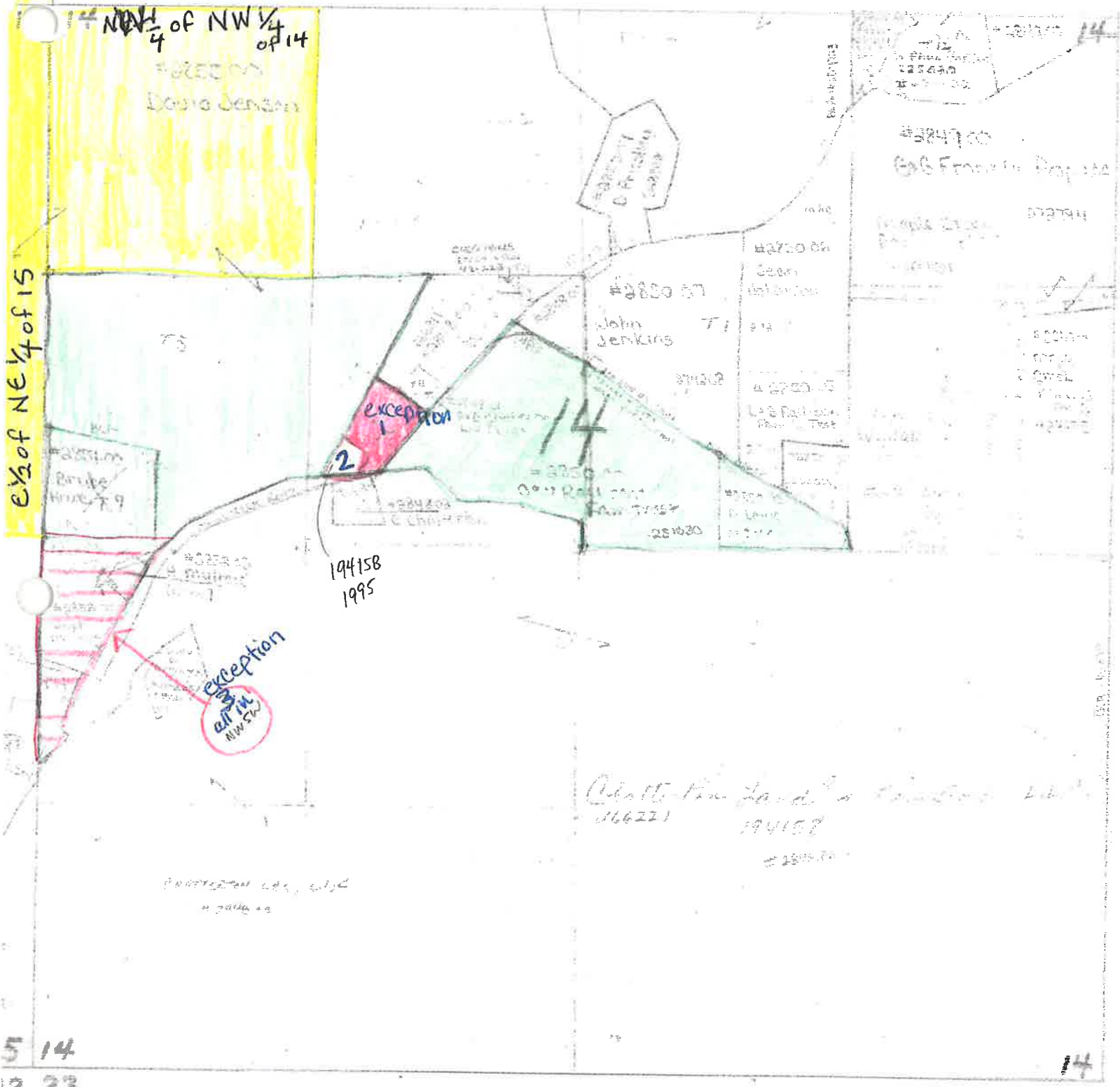
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3-22-1961  
1. Dale & Dorothy Cardall "  
2. Edward Douglas Oliverson

#108211

1/2 of NE 1/4 of 15

5 14  
2 23





July 13, 2010

TO WHOM IT MAY CONCERN:

PLEASE BE ADVISED that I am the attorney for The Orval And Vaunda Rallison Family Trust dated January 26, 2010 ("Trust"). I have reviewed the letter from Dr. Lynn P. Eskelson, M.D., dated July 13, 2010 as to Vaunda O. Rallison (attached). I have also reviewed the *Concurring Opinion Of Successor Co-Trustees* of the Trust, David James Rallison and Douglas Roy Rallison dated July 13, 2010 (attached). It is my opinion that these documents comply with Article 2.04(a) and (b) of the Trust, and that pursuant to Article 2.04(b) Vaunda O. Rallison is deemed to have resigned as trustee (copy of Trust agreement attached) and further:

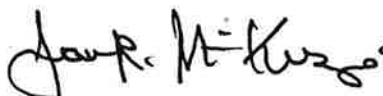
- i. Any attempt of Vaunda O. Rallison to exercise any of the powers under the Trust shall be without force and effect;
- ii. Pursuant to 2.04(b), the substitute trustees named in Article 5.02 of the Trust, are David James Rallison and Douglas Roy Rallison, as co-trustees;
- iii. The co-trustees shall have power and authority, on Vaunda O. Rallison's behalf, to exercise any act, power, duty, right, or obligation whatsoever that Vaunda may have, relating to any health care matter, person, transaction of real property, or personal property, tangible or intangible, whether in the Trust estate or owned by Vaunda, including, without limitation, power to transfer to itself upon the terms set forth in the Trust any property owned by Vaunda;
- iv. The power granted to the co-trustees under (iii) above are to be construed and interpreted as a general durable power of attorney for health care and all legal and personal matters, and to act as Vaunda's attorney-in-fact and agent, in addition to all other powers bestowed upon the co-trustees by the Trust.

Thank you very much.

Very truly yours,

Recorded at the request of

McKenzie



Jay R. McKenzie  
Attorney at Law


JRM:bj \_\_\_\_\_ a.m. JUL 14 2010 p.m. 1:10

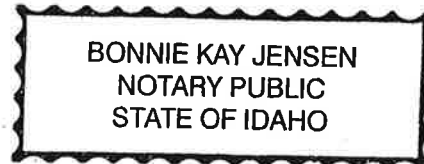
V. ELLIOTT JARSEN, RECORDER  
By C. Jansen Deput  
FRANKLIN COUNTY IDAHO

249322 2-19

STATE OF IDAHO       )  
                                  )  
COUNTY OF FRANKLIN )

On this 13<sup>TH</sup> day of July, 2010, before me, a Notary Public in and for said State, personally appeared Jay R. McKenzie, known or identified to me to be the person whose name is subscribed to the within instrument and, acknowledged to me that he executed the same.

  
NOTARY PUBLIC  
Residing at: Preston, Idaho  
My Commission Expires: 7-7-2012



July 13, 2010

## TO WHOM IT MAY CONCERN:

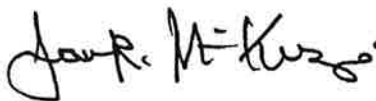
PLEASE BE ADVISED that I am the attorney for The Orval And Vaunda Rallison Family Trust dated January 26, 2010 ("Trust"). I have reviewed the letter from Dr. Lynn P. Eskelson, M.D., dated July 13, 2010 as to Vaunda O. Rallison (attached). I have also reviewed the *Concurring Opinion Of Successor Co-Trustees* of the Trust, David James Rallison and Douglas Roy Rallison dated July 13, 2010 (attached). It is my opinion that these documents comply with Article 2.04(a) and (b) of the Trust, and that pursuant to Article 2.04(b) Vaunda O. Rallison is deemed to have resigned as trustee (copy of Trust agreement attached) and further:

- i. Any attempt of Vaunda O. Rallison to exercise any of the powers under the Trust shall be without force and effect;
- ii. Pursuant to 2.04(b), the substitute trustees named in Article 5.02 of the Trust, are David James Rallison and Douglas Roy Rallison, as co-trustees;
- iii. The co-trustees shall have power and authority, on Vaunda O. Rallison's behalf, to exercise any act, power, duty, right, or obligation whatsoever that Vaunda may have, relating to any health care matter, person, transaction of real property, or personal property, tangible or intangible, whether in the Trust estate or owned by Vaunda, including, without limitation, power to transfer to itself upon the terms set forth in the Trust any property owned by Vaunda;
- iv. The power granted to the co-trustees under (iii) above are to be construed and interpreted as a general durable power of attorney for health care and all legal and personal matters, and to act as Vaunda's attorney-in-fact and agent, in addition to all other powers bestowed upon the co-trustees by the Trust.

Thank you very much.

Very truly yours,

Recorded at the request of

McKenzieJay R. McKenzie  
Attorney at Law

JRM:bj \_\_\_\_\_ a.m. JUL 14 2010 p.m. 1:10


V. ELLIOTT ARSEN, RECORDER  
By C. Arsen Deput  
FRANKLIN COUNTY IDAHO

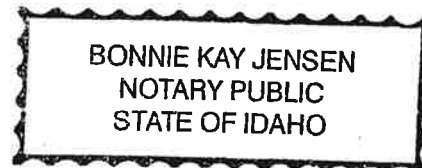


249322-19

STATE OF IDAHO     )  
                                  )  
COUNTY OF FRANKLIN )

On this 13<sup>TH</sup> day of July, 2010, before me, a Notary Public in and for said State, personally appeared Jay R. McKenzie, known or identified to me to be the person whose name is subscribed to the within instrument and, acknowledged to me that he executed the same.

  
NOTARY PUBLIC  
Residing at: Preston, Idaho  
My Commission Expires: 7-7-2012





Lynn P. Eskelson, M.D.

Family Practice

FRANKLIN COUNTY  
MEDICAL  
CENTER  
44 NORTH 1ST EAST PRESTON, ID 83263

249322 3-19

HOSPITAL: 44 North First East • Preston,  
Idaho 83263 • Phone: (208) 852-0137  
Fax: (208) 852-3511 • www.fcmc.org  
OFFICE: Central Square Medical Plaza  
47 North First East • Preston, Idaho 83263  
Phone: (208) 852-2900 • Fax: (208) 852-3511

July 13, 2010

RE: VAUNDA O. RALLISON

To Whom It May Concern:

Mrs. Vaunda O. Rallison is a very delightful 76-year-old lady. I have been taking of Vaunda for the last twenty years. Unfortunately, Vaunda has developed dementia, whether it is Alzheimer type, age related, or infarct dementia, it is hard to tell. It is most likely a combination of all three. This dementia has become worse and worse and will continue to progress in the future. It is my medical opinion that at this point Vaunda O. Rallison is no longer capable or able to effectively manage or apply her estate to necessary ends, is vulnerable to abuse from strangers, and Vaunda and her assets are in need of protection for her support and maintenance.

If there are any questions, please feel free to contact me.

Sincerely,

Lynn P. Eskelson, M.D.

STATE OF IDAHO )  
COUNTY OF FRANKLIN )

On this 13<sup>TH</sup> day of July, 2010, before me, a Notary Public in and for said State, personally appeared Lynn P. Eskelsen, M.D., known or identified to me to be the person whose name is subscribed to the within instrument and, acknowledged to me that he executed the same.

NOTARY PUBLIC  
Residing at: Preston, Idaho  
My Commission Expires: 7-7-2012

BONNIE KAY JENSEN  
NOTARY PUBLIC  
STATE OF IDAHO

CONCURRING OPINION OF SUCCESSOR CO-TRUSTEES

PLEASE TAKE NOTICE that DAVID JAMES RALLISON and DOUGLAS ROY RALLISON, named Successor Co-Trustees of The Orval And Vaunda Rallison Family Trust, do hereby concur with the statements of Dr. Lynn P. Eskelson, M.D., as set forth in his letter dated July 13, 2010, as to Vaunda O. Rallison being unable to effectively manage or apply her estate to necessary ends, and now incapable to function as trustee of Trust.

DATED this 13th day of July, 2010.

*David J. Rallison*  
 DAVID JAMES RALLISON

*Douglas Roy Rallison*  
 DOUGLAS ROY RALLISON

STATE OF IDAHO            )  
                                       ) ss.  
 COUNTY OF FRANKLIN    )

On this 13th day of July, 2010, before me, a Notary Public in and for said State, personally appeared DAVID JAMES RALLISON and DOUGLAS ROY RALLISON, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledgment to me that they executed the same.

*Jay R. McKenzie*  
 NOTARY PUBLIC FOR IDAHO  
 Residing at: Preston, Idaho  
 My Commission Expires: 11-21-2015

JAY R. MCKENZIE  
 NOTARY PUBLIC  
 STATE OF IDAHO



## THE ORVAL AND VAUNDA RALLISON FAMILY TRUST

THIS TRUST AGREEMENT, dated this 26<sup>th</sup> day of January, 2010, is among ORVAL JAMES RALLISON and VAUNDA O. RALLISON, husband and wife, of Franklin, Idaho (referred to collectively as "grantors" and singly as "grantor") and ORVAL JAMES RALLISON and VAUNDA O. RALLISON of Franklin, Idaho (referred to collectively as the "trustee").

### ARTICLE 1: CREATION OF TRUST

**1.01 Initial Trust Estate.** By this agreement, grantors assign, convey, transfer and deliver to the trustee the property described on Schedule A attached hereto and the trustee accepts such property as the initial trust estate. Such property shall be held IN TRUST and shall be administered and distributed upon the terms and conditions herein set forth.

**1.02 Character of Property.** The property described on Schedule A is the community property of grantors and shall retain its character as such in the trust estate.

**1.03 Additions to Trust.** Grantors, or either of them, or any other person may from time to time transfer or devise additional property to the trustee upon the terms of this instrument.

**1.04 Name of Trust.** While either grantor is living, the trust hereby created shall be known as **THE ORVAL AND VAUNDA RALLISON FAMILY TRUST**.

### ARTICLE 2: ADMINISTRATION AND DISPOSITION OF TRUST ESTATE

#### **2.01 Powers Reserved by Grantors.**

##### **(a) Enumeration of Powers.**

**(1) Revocation.** While either grantor is living, the trust created by this instrument may be revoked, in whole or in part, by an instrument signed by grantors, or the survivor of them, and delivered to the trustee. Upon revocation, the trustee shall promptly distribute to grantors, or the survivor of them, all or the designated portion of the property comprising the trust estate.

**(2) Amendment.** While either grantor is living, this instrument may be amended in any respect by an instrument signed by grantors, or the survivor of them, and delivered to the trustee.

(b) Scope of Powers. The powers reserved by grantors under this Article 2.01 are exercisable in the absolute discretion of grantors and, except as provided in Article 2.04, neither the trustee nor any beneficiary hereunder shall have any right or power to enforce or object to the exercise of such powers.

2.02 Distribution of Income and Principal. While either grantor is living, the trustee shall hold, manage, invest and reinvest the trust estate, collect the income therefrom and pay to grantors, or to the survivor of them, all, none or such part of the net income and principal of the trust estate as the trustee may determine to be necessary for their medical care, maintenance, support and reasonable comfort in their accustomed manner of living.

2.03 Power and Duties of Trustee with Respect to Certain Trust Assets.

(a) Tangible Personal Property. Notwithstanding any other provision hereof or of any instrument of transfer now or hereafter delivered to the trustee, the trustee shall have no responsibility for any tangible personal property transferred to it upon the terms of this instrument for so long as grantors, or either of them shall retain the use and possession thereof. The trustee shall be responsible only for such property as may be physically delivered to it.

(b) Residential Real Property. While any residential property held in the trust estate is occupied by grantors, or either of them, the trustee shall have no obligation or responsibility with respect thereto and shall not be liable for any loss, damage or other deterioration thereof nor for the payment of any taxes, insurance, repairs, maintenance or other charges in respect to such property. Nevertheless, the trustee may in its direction pay any or all of such expenses out of the income or principal of the trust estate.

(c) Insurance Policies.

(1) Payment of Premiums. While either grantor is living, the trustee shall be under no obligation to pay any premiums, assessments or other charges necessary to keep in force any insurance policy in the trust estate, nor shall it be under any obligation to ascertain whether any such charges have been paid or to notify anyone of the nonpayment thereof. The trustee shall keep safely each insurance policy assigned to or deposited with it and shall at the request of grantors, execute such applications, releases and other instruments as shall be required to permit grantors to exercise any options, privileges or powers reserved to them hereunder.

(2) Collection of Insurance Proceeds. Upon the death of either grantor the trustee shall make reasonable efforts to collect the proceeds of any insurance on the life of such grantor and any other benefits payable by reason of such grantor's death. The trustee shall have full authority to take any action it deems advisable in regard to collection and to payment of the expenses, including the expense of litigation, out of the principal of the trust estate. The trustee shall have full authority to make any compromise or settlement with respect to the

policies and benefits that it may deem advisable, and to give all necessary and proper releases of liabilities. The proceeds of the policies and the benefits shall be treated as principal of the trust estate.

#### **2.04 Incapacity of Grantors.**

(a) **Determination of Incapacity.** If the trustee shall at any time receive a written statement signed by the personal physician of either grantor stating that he considers such grantor to be so mentally or physically incapacitated as to be unable to effectively manage or apply his estate to necessary ends, then, whether or not such grantor may have been adjudicated or certified an incapacitated or incompetent person and notwithstanding any contrary direction from such grantor, such grantor shall be considered to be incapacitated and the provisions of Article 2.04(b) shall apply.

(b) **Effect of Determination of Incapacity.** If either grantor is determined to be incapacitated as provided in Article 2.04(a), then, during the period of such incapacity, (1) if such grantor is then acting as a trustee hereunder, he shall be deemed to have resigned; (2) any attempt by such grantor to exercise any of the powers reserved by him under this instrument shall be without force and effect; and (3) the trustee shall have power and authority on such grantor's behalf to exercise or perform any act, power, duty, right or obligation whatsoever that such grantor may have, relating to any health care matter, person, transaction or property, real or personal, tangible or intangible, whether in the trust estate or owned by such grantor, including, without limitation, power to transfer to itself upon the terms set forth in this instrument any property owned by such grantor. The power granted to the trustee under (3) above shall be construed and interpreted as a general durable power of attorney for health care and all legal and personal matters, to act as such grantor's attorney in fact and agent and shall be in addition to all other powers bestowed upon the trustee by this instrument.

(c) **Restoration of Capacity.** If at any time after a grantor is determined to be incapacitated under Article 2.04(a) the trustee shall receive a written statement signed by such grantor's personal physician that such grantor is no longer so mentally or physically incapacitated as to be unable to effectively manage or apply his estate to necessary ends, then such grantor shall no longer be deemed to be incapacitated and the provisions of Article 2.04(b) shall cease to apply. Restoration of capacity pursuant to this Article 2.04(c) shall automatically reinstate such grantor as a trustee under this instrument.

**2.05 Payment of Expenses and Taxes.** Upon the death of each grantor, the trustee shall pay (1) the expenses of such grantor's last illness, funeral and burial, (2) all inheritance, estate and other death taxes that become payable by reason of such grantor's death, and all unpaid income



and gift taxes of such grantor, including interest and penalties on all such taxes, and (3) the expenses of administering such grantor's estate.

**2.06 Trust for Issue.**

(a) **Trust Distributions.** After the death of the survivor of grantors, the trustee shall hold, manage, invest and reinvest the trust estate, including any additions thereto received under the terms of either grantor's will or as proceeds of insurance or otherwise, collect the income therefrom and pay all, none or such part of the net income and principal among the members living from time to time of a class composed of grantors' issue and the spouses of grantors' issue in such amounts, shares and interests as the trustee may determine in accordance with the provisions of this trust.

(b) **Termination of Trust.** After the death of the survivor of grantors, the portion of the property comprising the trust estate that has not been effectively disposed of under the foregoing provisions of this Article 2 shall be paid equally to grantors' issue, and thereupon this trust shall terminate.

**2.07 Failure of Remainder.** If upon termination of the trust described in Article 2.06 there shall be no person living and eligible to take under the provisions governing such trust, the entire trust property shall be distributed as follows:

(a) One-half to those persons who would have taken the personal property of ORVAL JAMES RALLISON had he died intestate immediately following the termination of such trust, domiciled in Idaho, in the shares and proportions specified by the laws of that state then in effect relating to the devolution of separate property; and

(b) One-half to those persons who would have taken the personal property of VAUNDA O. RALLISON had she died intestate immediately following the termination of such trust domiciled in Idaho, in the shares and proportions specified by the laws of that state then in effect relating to the devolution of separate property.

**ARTICLE 3: PROVISIONS RELATING TO DISTRIBUTION OF TRUST ASSETS**

**3.01 Distributions During Administration.** During the period after the death of the survivor of grantors and before establishment of the trust described in Article 2.06, the trustee may distribute all, none or any part of the portion of the net income of the trust estate that would have been earned by such trust had it then been in existence, as determined by the trustee, to and among those persons who would have been entitled to receive income from such trust had it then been in existence, and any powers herein granted to the trustee to allocate income and to invade principal shall be exercisable by the trustee. Any undistributed income of the trust estate that is

attributable to property belonging to such trust shall be distributed to the trustee of such trust as part of the principal of such trust.

**3.02 Distribution or Continuation In Trust.** Any assets or shares of any trust that, by reason of a person's attained age or death or otherwise, would already have become distributable by the trustee of such trust if such trust had previously been established, shall be distributed upon their receipt by the trustee of such trust, or, if they have become distributable prior to the establishment of such trust, may be distributed directly by the trustee without requiring that such trust be established or that distribution be made by the trustee of such trust.

**3.03 Distribution to Minors and Disabled Persons.**

(a) **Grant of Permissive Authority.** If any property of any trust established hereunder at any time vests outright under the provisions of this instrument in a minor or in a person who, in the judgment of the trustee, is unable to effectively manage or apply his estate to necessary ends, then the trustee, in its discretion, in any jurisdiction, without given or requiring bond, without intervention of a guardian, conservator or other representative, and without supervision of any court, may hold or distribute such property (referred to in this Article 3.03 as the "protected property") in accordance with Article 3.03(b).

(b) **In Trust.** The trustees may hold any protected property in a separate trust for such person, exercising as trustee of such trust all the administrative powers conferred in this instrument upon the trustee. The trustee shall pay to such person all, none or such part of the net income and principal of such trust as the trustee may in its discretion from time to time determine. Such trust shall terminate when such person attains majority and becomes able, in the judgment of the trustee, to effectively manage and apply his estate to necessary ends, or when such person dies, or when the trust assets are exhausted by discretionary distribution or otherwise. Upon such termination, the trustee shall distribute all property then belonging to such trust to such person or, if the trust terminates at such person's death, to the personal representative of such person's estate.

**ARTICLE 4: DISCRETIONARY POWERS OF TRUSTEE**

**4.01 Class Distributions.** The discretionary power of the trustee to distribute income and principal among the members of any class shall include the power to make unequal distributions and the power to withhold all distributions of income or principal from one or more or all members of such class.

**4.02 Limitations on Discretionary Powers.**

(a) **Ascertainable Standard.** Notwithstanding any other provision of this instrument, if any person is both a trustee and a beneficiary of the trust described in Article 2.06,

such person shall not exercise or participate in the exercise of the discretionary power of the trustee to distribute income and principal to himself in excess of that which is necessary for his health, support, education and maintenance. For the purpose of this limitation: (1) distributions necessary for health shall include distributions to pay medical, dental, hospital, nursing and invalidism expenses; (2) distributions necessary for education shall include distributions to pay the expenses of private schools and colleges and professional and postgraduate education; and (3) the terms "support" and "maintenance" shall not be limited to the bare necessities of life, but shall mean support and maintenance in reasonable comfort and in his accustomed manner of living.

(b) Proscription Against Discharge of Legal Obligation. The exercise by the trustee of its discretionary power to distribute the income or principal of the trust described in Article 2.06 shall not discharge or absolve the trustee from any personal legal obligation, including any obligation to support or maintain any person.

(c) Insurance on Life of Fiduciary. If insurance on the life of any person shall become an asset of the trust described in Article 2.06, such person if and while acting as a trustee of such trust, shall have no power or authority to change beneficiaries or to obtain the cash or loan value of such insurance or to exercise any other right, privilege or incident of ownership pertaining to such insurance. All incidents of ownership pertaining to such insurance shall be vested solely in the trustee other than such person. If such person is the sole trustee, such person shall designate any natural adult person, bank or trust company to act as his co-trustee for the sole purpose of exercising all rights, privileges and incidents of ownership pertaining to such insurance.

4.03 Remainder Interests. The provisions of this instrument that create remainder interests upon termination of preceding estates shall not limit or otherwise affect any discretionary power to distribute principal even though a discretionary distribution may have the effect of terminating the trust through exhaustion of the trust estate.

4.04 Discretion of Fiduciaries. Discretionary powers are exercisable in the discretion of the trustee and no beneficiary shall have any right or power to enforce or object to the reasonable exercise of such powers.

## ARTICLE 5: TRUSTEE

5.01 Resignation of Trustee. Any trustee of any trust created by this instrument may resign from office at any time by giving written notice delivered in person to or mailed to the last known address of grantors or, the survivor of them, any co-trustee and each beneficiary then receiving or who would then be eligible in the discretion of the trustee to receive the income of such trust, such resignation to be effective upon the acceptance of the trusteeship by a properly



designated substitute trustee. Notice shall be effectively given in the case of a beneficiary who is under a legal disability if given to the parent, guardian or other person or institution having custody of such beneficiary.

**5.02 Substitute Trustee.** In the event a vacancy exists, for any reason, in the office of trustee, the following persons shall act as substitute trustees, successively in the order named: The survivor of Grantors, as sole-trustee; DAVID JAMES RALLISON and DOUGLAS ROY RALLISON, as co-trustees. In the event of the death, resignation, refusal, or inability of DAVID JAMES RALLISON and/or DOUGLAS ROY RALLISON, to qualify or act, I nominate and appoint the following persons to act as substitute co-trustees, successively in the order named: ROZANNE R. ASHBY of Gariand, Utah; SUSAN R. HART of Preston, Idaho; and such person as may be designated by grantors, or the survivor of them.

**5.03 Powers of Substitute Trustees.** Every substitute trustee shall have all the title, rights, powers, privileges and duties herein conferred or imposed upon the original trustee without any act of conveyance or transfer. No substitute trustee shall be obligated to examine the accounts, records and acts of any previous trustee or any allocation of any trust estate, nor shall such substitute trustee be required to proceed against a previous trustee for any act or omission to act on the part of such previous trustee.

**5.04 Bonds Waived.** Each trustee, including substitutes, shall be permitted to qualify without the necessity of giving a bond or other undertaking in this or any other jurisdiction for the faithful performance of such trustee's duties, or if any bond shall be required by law, statute or rule of court, without the necessity of sureties thereon.

## **ARTICLE 6: POWERS OF BENEFICIARIES WITH RESPECT TO TRUST ASSETS**

**6.01 Disclaimer.** Any beneficiary under this instrument may disclaim, in whole or in part, any gift, interest, right or power under this instrument. In the event of any disclaimer of any interest in any trust established under this instrument, the property as to which such disclaimer is made shall be disposed of in the manner provided in this instrument as though the person disclaiming had not survived.

**6.02 Spendthrift Clause.** Except as to grantor's retained interests, no principal or income payable or to become payable under any trust established under this instrument may be assigned or encumbered by any beneficiary thereof, or be attached by or subjected to the interference or control of any creditor of such beneficiary or reached by any legal or equitable process in satisfaction of any debt or liability of such beneficiary prior to its actual receipt by such beneficiary.

**ARTICLE 7: ADMINISTRATION OF TRUSTS**

**7.01 Administration of Trusts.** Each trust created by this instrument shall be administered free from the active supervision of the court having jurisdiction over such trust. This provision shall not limit the power of the trustee to take action for the judicial settlement of its accounts or the power of any beneficiary to bring suit for an accounting.

**7.02 Administrative Powers of Trustees.** In addition to the powers it would otherwise have by reason of any statute or rule of law, the trustee shall have power, without prior authorization or approval of any court, to do everything it shall consider advisable in the management of each trust created by this instrument, even though it would not otherwise be authorized for trustees under any statute or rule of law, including in this grant, without impairing its plenary nature, the following powers.

(a) **Tax Elections.** To make all elections and to take all other appropriate actions with respect to taxation of every kind applying to grantors or the trust estate. Such power may be exercised regardless of the effect of such exercise upon the comparative values of the several gifts made by this instrument, and the trustee shall not be required to make any adjustment in the amount of any gift or in the income or principal of any trust estate in order to compensate for the effect of such exercise. However, if any trustee is also a beneficiary under this instrument, such trustee shall not participate in the exercise of such power so long as any person who is not a beneficiary is acting as co-trustee.

(b) **Method of Payment.** To pay or apply any money or other property payable to any person, including but not limited to persons under a legal disability, (1) through payment directly to such person, even though he may be under a legal disability; (2) to any parent, guardian, committee, conservator or other personal representative of such person, or to any adult person with whom such person resides; (3) through direct expenditure, for example, for the purchase of and payment of premiums on policies of insurance on the life of such person owned by such person or his conservator or custodian, or through payment to doctors, nurses, hospitals, schools or other persons or institutions supplying him with food, shelter, care or maintenance, or other goods, property or services of any kind, not limited to necessities; (4) to any custodian of the property of such person, including custodians acting pursuant to the Idaho Uniform Gifts to Minors Act or similar statutes; and the receipt of any such payee shall be a full discharge for all property so paid or applied.

(c) **Occupancy of Real Property.** To permit any person having any interest in any trust to occupy any real property forming part of such trust upon such terms as the trustee shall consider proper, whether rent free or in consideration of the payment of taxes, insurance, maintenance and ordinary repairs, or otherwise.

(d) Distribution in Kind. To make distribution in cash or in specific property, real or personal, or in undivided interests therein, or partly in cash and partly in such property or interests therein, even if shares be composed differently. Except as otherwise expressly provided, the trustee shall have absolute discretion in the selection of property to be allocated in satisfaction of any gift without regard to the income tax basis of such property and shall not be required to adjust the amount of any gift in order to compensate for the income tax liability inherent in appreciated property distributed in kind in satisfaction of such gift.

7.03 Release of Powers. Every administrative power created by this instrument is releasable in whole or in part, temporarily or irrevocably. Any such release may be accomplished by a written instrument filed with the records of the trust or by any other method allowed by law.

7.04 Reports. Periodic reports shall be rendered by the trustee to each beneficiary eligible to receive the current income, showing the assets then held as the principal of the trust and all of the receipts, disbursements and distributions during the period. Such reports shall be rendered not less frequently than annually. Reports to any beneficiary who is under a legal disability may be rendered directly to such beneficiary or to any parent, guardian, committee, conservator or other personal representative of such beneficiary, or to any adult person with whom such beneficiary resides. The records of the trustee with respect to each trust shall be open at all reasonable times to the inspection of the beneficiaries of such trust and their accredited representative of such beneficiary, or to any adult person with whom such beneficiary resides. The records of the trustee with respect to each trust shall be open at all reasonable times to the inspection of the beneficiaries of such trust and their accredited representatives.

#### ARTICLE 8: ATTACK UPON OR CONTEST OF THIS TRUST

If any beneficiary under this Trust or any legal heir of the grantors, or person claiming under any of them, shall contest this trust or attack or seek to impair or invalidate any of its provisions, or conspire with or voluntarily assist anyone attempting to do any of these things, in that event the grantors specifically disinherit each such person and all legacies, devises, bequests and interests given under this trust to that person shall be forfeited and shall augment proportionately the shares of trust assets going under this trust to such of the grantors' beneficiaries as shall not have participated in such acts or proceedings. If all beneficiaries shall participate in such proceedings, the grantors give, devise and bequeath the whole of their estate to their heirs according to the laws of succession of the State of Idaho then in force, excluding all contestants and all persons conspiring with or voluntarily assisting them.



**ARTICLE 9: CONSTRUCTIONAL RULES**

**9.01 Issue.** "Issue" means all persons who are descended from the person referred to for purposes of intestate succession as determined under the laws of Idaho as those laws exist on the date of grantors death. However, for the purposes of the foregoing, an adopted person shall be considered as descended from the person referred to only if he has been adopted while under the age of 18.

**9.02 Grantor's Family.** Grantors have four (4) living children and no deceased children. The names and birthdates of grantors' living children are as follows:

<u>NAME</u>	<u>BIRTHDATES</u>
SUSAN R. HART	January 18, 1959
DAVID JAMES RALLISON	November 10, 1960
DOUGLAS ROY RALLISON	January 31, 1962
ROZANNE R. ASHBY	May 4, 1964

Grantors

All references to grantors' "children" are to such children and to any child subsequently born to or legally adopted by grantors. The foregoing birthdates of grantors' children may be relied upon by the trustee for all purposes of this instrument.

**9.03 Distributions by Representation.** In every case in which any interest is given to the issue of a person, distributions (other than discretionary distributions of income and principal among the members of a class) shall be made by representation, the distributable assets shall be divided into as many shares as there are, at the time such assets are distributable, living issue in the nearest degree of kinship and then deceased issue in the same degree who left issue who are then living, each then living issue in the nearest degree receiving one share and the share of each then deceased issue in the same degree being divided among his issue in the same manner.

**9.04 Determination of Distributees.** If under any provision of this instrument a distribution of any trust estate is to be made to the issue of any person, the trustee shall make distributions to those persons whom it believes, after making such inquiry as it thinks reasonable, to be the persons so described, or if after making such inquiry it believes there is no such person, it may act upon such assumption. The trustee shall not be obliged to secure judicial ascertainment of the identity of such issue or the lack thereof and shall be immune from all liability which it might otherwise incur by reason of making distribution without the aid of judicial settlement or decree.

**9.05 Court Decrees.** All decrees of adoption of persons under the age of 18 when such decrees are rendered and all decrees of divorce at any time rendered by courts of record shall be considered valid for all purposes of this instrument.

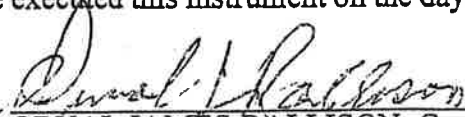
**9.06 Child in Gestation.** A child in gestation who is later born alive shall be considered as a living child throughout the period of gestation.

**9.07 Trustee.** Unless a contrary meaning or reference shall be expressly indicated or clearly implied from the context, the term "trustee" and the pronoun "it" in reference to trustee always refer interchangeably to the male or female person or persons or to the institution or any combination of them then acting as trustees of any trust established hereunder.

**9.08 Governing Law.** The laws of Idaho shall govern all questions as to the validity and construction of this instrument and all trusts created by this instrument.

**9.09 Other Principles of Construction.** Words in any gender shall be deemed to include the other genders; the singular shall be deemed to include the plural and vice versa; the words "pay" and "distribute" shall also mean assigns and convey; and the table of contents, headings and paragraph titles are for guidance only and shall have no significance in the interpretation of this instrument.

IN WITNESS WHEREOF, the parties have executed this instrument on the day and year first above written.

  
ORVAL JAMES RALLISON, Grantor

  
VAUNDA O. RALLISON, Grantor

  
ORVAL JAMES RALLISON, Trustee

  
VAUNDA O. RALLISON, Trustee

249322 17-19

STATE OF Utah )  
COUNTY OF Salt Lake ) ss.

On this 27th day of January, 2010, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared ORVAL JAMES RALLISON, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Amata Hills  
NOTARY PUBLIC  
Residing at: 1450 Circle of Hope, SLC, UT 84112  
My Commission Expires: 09/09/2010

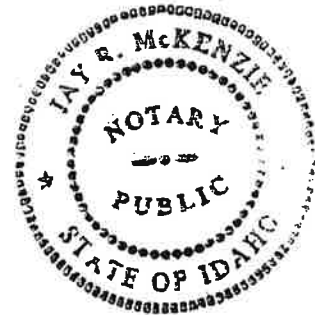


STATE OF IDAHO )  
COUNTY OF FRANKLIN ) ss.

On this 26th day of January, 2010, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared VAUNDA O. RALLISON, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that she executed the same.

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

Jay R. McKenzie  
NOTARY PUBLIC  
Residing at: Preston, Idaho  
My Commission Expires: 11-21-2015





SCHEDULE "A"

249322 8-19

1. Real property located in Franklin County, Idaho, and more particularly described as follows:

Commencing at the Southeast corner of Lot 1 (One), Block 17 (Seventeen) as appears by the Plat of the City of Franklin, thence West 115 feet; thence North 10 rods; thence East 115 feet; thence South 10 rods to the Place of Beginning.

ALSO: Commencing at a point 115 feet West of the Southeast corner of Lot 1 (One), Block 17 (Seventeen) as appears by the Plat of the Village of Franklin; thence North 10 rods; thence West 10 feet; thence South 10 rods; thence East 10 feet to the Place of Beginning.

ALSO, Township 15 South, Range 40 East of the Boise Meridian, Franklin County, Idaho  
Section 14: N1/2NW1/4, NW1/4NE1/4, ALSO, Commencing at the Northeast corner of the Southwest quarter of the Northeast quarter of Section 14, and running thence West 80 rods; thence South 24 rods; thence Southeast 114 rods to a point 10 rods North of the Southeast corner of the Southwest quarter of the Northeast quarter of Section 14, thence North 70 rods to the place of beginning.

ALSO INCLUDING: Commencing at the Southeast corner of the NW1/4 of said Section 14, and running thence North 110 feet, to Deep Canyon Creek, thence North 75° 58' West 297 feet; thence North 84° 25' West 250 feet, thence North 47° 27' West 200 feet, thence North 54° 25' West 74 feet, thence South 85° 35' West 702 feet, thence South 68° 17' West 500 feet, thence South 46° 47' West 212 feet, thence South 69° 58' West 285 feet, thence South 24° 10' West 756 feet to the West boundary of said Section 14, thence North 2144 feet to the Northwest corner of the SW1/4NW1/4 of said Section 14, thence East 1887 feet, thence South 27° 12' West 476 feet, thence South 65° 57' East 332.5 feet, thence North 39° 18' East 475 feet, thence South 60° 6' East 1942 feet, thence South 165 feet, thence West 1320 feet to the place of beginning.

EXCEPTING THEREFROM: Commencing at a point 34 rods North of the Southwest corner of the NW1/4 of Section 14, running thence South 34 rods; thence East 34 rods; thence North 26 rods; thence Westerly bearing to the North 34 rods, more or less, to the place of beginning.

EXCEPTING AND RESERVING a right of way over and across the above-described land as it is now presently situated.

ALSO EXCEPTING THEREFROM the following described tracts of land, to-wit: Commencing at a point 753 feet West and South 27° 12' West 476 feet from the Northeast corner of the SE1/4NW1/4 of Section 14, and running thence South 27° 12' West 710 feet, more or less, to the intersection of Maple Creek and Deep Creek, thence Easterly along said Deep Creek 225 feet, more or less, to the

LEGAL DESCRIPTION

FOR

THE ORVAL AND VAUNDA RALLISON  
FAMILY TRUST

South Parcel A

A parcel of land located in the Section 14, Township 16 South, Range 40 East, Boise Meridian, Franklin County, Idaho, and more particularly described as follows:

Commencing at the East Quarter corner of said Section 14, from which the Northeast corner of Section 14 bears North 00° 20' 24" East;

Thence South 89° 42' 58" West 1985.34 feet to the Southwest corner of the parcel of land depicted and described on Record of Survey Instrument number 265875, the Point of Beginning.

Thence South 89° 52' 20" West 67.90 feet along a fence line to a 5/8" rebar and cap labeled "A.L.S., PLS 9163" at the left (Southerly) bank of Deep Creek;

Thence Westerly along said left (Southerly) bank of Deep Creek approximately 820 feet to a 5/8" rebar and cap;

Thence North 39° 32' 00" West 25.25 feet to a 5/8" rebar and cap at the right (Northerly) bank of Deep Creek;

Thence Westerly along said right (Northerly) bank of Deep Creek approximately 853 feet to a 5/8" rebar and cap at the centerline of Maple Creek Road, said point being on a 600.00 foot radius non-tangent curve concave to the Northwest, whose center bears North 29° 08' 52" West; Thence Northeasterly along said curve through a central angle of 05° 03' 08" a distance of 52.91 feet to the point of tangency (chord = North 58° 19' 34" East 52.89 feet);

Thence along the centerline of Maple Creek Road the following five (5) courses:

Thence North 55° 48' 00" East 163.82 feet to the beginning of a 250.00 foot radius curve concave to the Northwest;

Thence Northeasterly along said curve through a central angle of 31° 35' 00" a distance of 137.81 feet to the point of tangency (chord = North 40° 00' 30" East 136.07 feet);

Thence North 24° 13' 00" East 182.80 feet to the beginning of a 900.00 foot radius curve concave to the Southeast;

Thence Northeasterly along said curve through a central angle of 19° 15' 00" a distance of 302.38 feet to the point of tangency (chord = North 33° 50' 30" East 300.96 feet);

Thence North 43° 28' 00" East 21.86 feet to a 5/8" rebar and cap at the intersection with the centerline of Deep Creek Road;

Thence South 84° 07' 00" East 183.75 feet along the centerline of Deep Creek Road to a 5/8" rebar and cap at the Northeasterly extension of a fence line;

Thence South 27° 39' 00" West 141.60 feet along said fence line to a steel pipe fence corner set in concrete;

Thence South 75° 28' 00" East 118.50 feet along a fence line to a steel pipe fence corner set in concrete;

Thence North 56° 38' 00" East 175.28 feet along a fence line and its Northeasterly extension to a 5/8" rebar and cap at the centerline of Deep Creek Road;

Thence South 63° 02' 00" East 551.63 feet along said centerline;

Thence South 61° 31' 00" East 293.95 feet along said centerline to a 5/8" rebar and cap at the

---

Northwest corner of the parcel of land depicted and described on Record of Survey Instrument number 265875;

Thence South 533.44 feet along the West boundary of said parcel to the Point of Beginning. Containing approximately 23.6 acres.

LEGAL DESCRIPTION

FOR

THE ORVAL AND VAUNDA RALLISON  
FAMILY TRUST

South Parcel B

A parcel of land located in the West half of the Northeast Quarter of Section 14, Township 16 South, Range 40 East, Boise Meridian, Franklin County, Idaho, and more particularly described as follows:

Commencing at the North Quarter corner of said Section 14, from which the Northeast corner of Section 14 bears South 89° 45' 50" East;

Thence South 00° 28' 41" West 1325.46 feet along the West boundary of the Northeast Quarter of said Section 14 to a 5/8" rebar and cap at the centerline of Maple Creek Road, the Point of Beginning, said point being on a 500.00 foot radius non-tangent curve concave to the Northwest, whose center bears North 35° 47' 16" West;

Thence Northeasterly along said curve (centerline) through a central angle of 01° 42' 42" a distance of 14.94 feet to the point of tangency (chord = North 53° 21' 23" East 14.94 feet);

Thence along the centerline of Maple Creek Road the following six (6) courses:

Thence North 52° 30' 02" East 164.40 feet to the beginning of a 545.67 foot radius curve concave to the Southeast;

Thence Northeasterly along said curve through a central angle of 28° 20' 25" a distance of 269.91 feet to the point of tangency (chord = North 66° 40' 15" East 267.16 feet);

Thence North 80° 50' 27" East 75.00 feet;

Thence North 82° 23' 00" East 93.58 feet;

Thence North 87° 56' 00" East 132.71 feet to the beginning of a 400.00 foot radius curve concave to the Northwest;

Thence Northeasterly along said curve through a central angle of 13° 34' 03" a distance of 94.72 feet to a 5/8" rebar and cap (chord = North 81° 08' 59" East 94.50 feet);

Thence South 1113.44 feet to a 5/8" rebar and cap at the centerline of Deep Creek Road;

Thence North 65° 50' 00" West 69.75 feet along said centerline to a 5/8" rebar and cap;

Thence North 61° 31' 00" West 354.00 feet along said centerline to a 5/8" rebar and cap;

Thence North 63° 02' 00" West 459.44 feet along said centerline to a 5/8" rebar and cap at the West boundary of the Northeast Quarter of Section 14;

Thence North 00° 28' 41" East 449.27 feet along said West boundary to the Point of Beginning.

Containing approximately 15.0 acres.

LEGAL DESCRIPTION

FOR

THE ORVAL AND VAUNDA RALLISON  
FAMILY TRUST

South Parcel C

A parcel of land located in the West half of the Northeast Quarter of Section 14, Township 16 South, Range 40 East, Boise Meridian, Franklin County, Idaho, and more particularly described as follows:

Commencing at the East Quarter corner of said Section 14, from which the Northeast corner of Section 14 bears North 00° 20' 24" East;

Thence North 67° 23' 04" West 1448.41 feet to a 5/8" rebar and cap at the Northeast corner of the parcel of land described in instrument number 260174, the Point of Beginning.

Thence North 83° 56' 00" West 301.67 feet along the North boundary of said parcel to a 5/8" rebar and cap at the Northwest corner thereof;

Thence South 00° 02' 00" West 261.36 feet along the West boundary of said parcel to a 5/8" rebar and cap at the centerline of Deep Creek Road;

Thence North 52° 50' 00" West 141.66 feet along said centerline to a 5/8" rebar and cap;

Thence North 65° 50' 00" West 130.25 feet along said centerline to a 5/8" rebar and cap;

Thence North 1113.44 feet to a 5/8" rebar and cap at the centerline of Maple Creek Road, said point being on a 400.00 foot radius non-tangent curve concave to the Northwest, whose center bears North 15° 38' 03" West;

Thence Northeasterly along said curve (centerline) through a central angle of 09° 07' 57" a distance of 63.76 feet to the point of tangency (chord = North 69° 47' 59" East 63.69 feet);

Thence along the centerline of Maple Creek Road the following five (5) courses:

Thence North 65° 14' 00" East 212.57 feet to the beginning of a 150.00 foot radius curve concave to the Northwest;

Thence Northeasterly along said curve through a central angle of 30° 57' 00" a distance of 81.03 feet to the point of tangency (chord = North 49° 45' 30" East 80.05 feet);

Thence North 34° 17' 00" East 102.72 feet to the beginning of a 1200.00 foot radius curve concave to the Southeast;

Thence Northeasterly along said curve through a central angle of 10° 28' 54" a distance of 219.53 feet to the point of tangency (chord = North 39° 31' 27" East 219.22 feet);

Thence North 44° 45' 54" East 19.26 feet to a 5/8" rebar and cap at the Northwest corner of Maple Creek Ranches, Phase 1, Subdivision, recorded as instrument number 227134;

Thence South 00° 32' 08" East 793.31 feet along the West boundary of said Subdivision to a 5/8" rebar and cap at the Southwest corner thereof;

Thence South 00° 02' 00" West 660.00 feet along the East boundary fence line of the parcel of land described in instrument number 251030 to the Point of Beginning.

Containing approximately 15.17 acres.



# ALLEN LAND SURVEYING, P.C.

23 NORTH STATE STREET  
PRESTON, IDAHO 83283  
(208)852-2839

BRIAN J. ALLEN, PLS

## REVISIONS:

1)  
2)  
3)  
DRAWING NAME: 15038-SOUTH-ROS-2  
FIELD WORK BY: BJA  
OFFICE WORK BY: BJA  
FIELD BOOK: N/A

## RECORDING INFORMATION

RECORDING NUMBER:  
DATE & TIME:  
RECORDED FOR: ALLEN LAND SURVEYING, P.C.  
RECORDED BY:  
COUNTY: FRANKLIN  
FEE:

## RECORD OF SURVEY FOR: THE ORVAL AND VAUNDA RALLISON FAMILY TRUST

LOCATED IN:

SECTION 14,  
TOWNSHIP 16 SOUTH,  
RANGE 40 EAST,  
BOISE MERIDIAN,  
FRANKLIN COUNTY, IDAHO

SHEET 2 OF 3

## SYMBOL LEGEND

- SET 5/8" REBAR & CAP  
PLS 9183
- FOUND 5/8" REBAR & CAP  
PLS 9183 (UNLESS NOTED)
- MONUMENT NOT SET  
OR FOUND

LINE	LENGTH	BEARING
L1	75.00	N 80°50'22" E
L2	83.86	N 82°23'00" E
L3	102.72	N 34°17'00" E
L4	19.26	N 44°45'54" E
L5	141.66	S 82°50'00" E
L6	130.25	S 80°50'00" E
L7	89.79	S 80°50'00" E
L8	26.41	S 72°54'00" E
L9	128.36	S 53°35'00" E
L10	48.34	S 82°50'00" E

CURVE	ARC	RADIUS	DELTA	CHORD	L.C.S.
C1	14.94	500.00	1°42'42"	14.94	N 83°21'23" E
C2	209.91	545.87	28°20'20"	267.18	S 86°40'18" W
C3	177.27	545.87	18°35'48"	178.49	S 91°48'27" W
C4	92.84	545.87	9°43'37"	92.53	S 72°58'39" W
C5	94.72	400.00	17°34'03"	94.50	N 81°08'29" E
C6	63.78	400.00	8°07'57"	63.69	N 89°47'59" E
C7	81.03	130.00	36°27'00"	80.05	N 48°40'30" E
C8	219.53	1200.00	15°28'54"	219.22	N 39°11'27" E
C9	63.79	500.00	7°18'36"	63.76	N 87°52'02" E

ELECTRONIC COPY  
SEALED ORIGINAL (30 JUNE 2018)  
AVAILABLE AT OFFICE OF SURVEYOR

## SURVEYOR'S CERTIFICATE

I, Brian J. Allen, do hereby certify  
that this plat is a true and accurate  
representation of the land surveyed  
under my direction and control.



SOUTH QUARTER CORNER  
SECTION 14  
FND 5/8" REBAR & CAP  
PLS 9183  
CP&FR INSTR. # 226546

## LINE LEGEND

BOUNDARY LINE  
SECTION LINE  
INTERIOR 18TH LINE  
LINE OF PREVIOUS SURVEY  
CENTERLINE OF ROAD  
FENCE LINE

SUBJECT PROPERTY  
THE ORVAL JAMES RALLISON &  
VAUNDA O. RALLISON FAMILY TRUST  
INSTR. # 251030

THE ORVAL JAMES RALLISON &  
VAUNDA O. RALLISON FAMILY TRUST  
INSTR. # 251030  
R.O.S. INSTR. # 287432

DAVID O. JENSEN  
INSTR. # 286788  
R.O.S. INSTR. # 287422  
B.L.A. 287146

CHATTERTON LAND &  
LIVERTON, L.L.O.  
INSTR. # 184188,  
286611

PARCEL B  
15.0 ACRES ±

PARCEL C  
15.17 ACRES ±

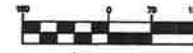
WANDA A. JENSEN  
FAMILY LIVING TRUST  
INSTR. # 179584

THE DAVID &  
SHERRI RALLISON  
FAMILY TRUST  
INSTR. # 280224  
R.O.S. INSTR. #  
280509

DWIGHT A. LOWE  
INSTR. # 280308  
R.O.S. INSTR. #  
285875

NORTHEAST CORNER  
SECTION 14  
FND 5/8" REBAR & CAP  
LS 4735  
CP&FR INSTR. # 208036

## GRAPHIC SCALE



(IN FEET)  
1 inch = 150 ft.

LINE OF BEARING  
N 07°02'48" E - 2883.92' RAD  
R.O.S. INSTR. # 227134

EAST QUARTER CORNER  
SECTION 14  
FND 5/8" REBAR & CAP  
LS 4735  
CP&FR INSTR. # 208031

# ALLEN LAND SURVEYING, P.C.

23 NORTH STATE STREET  
PRESTON, IDAHO 83263  
(208)552-2839

BRIAN J. ALLEN, PLS

## REVISIONS:

1)  
2)  
3)

DRAWING NAME: 15038-SOUTH-RDS-1.DWG  
FIELD WORK BY: BJA  
OFFICE WORK BY: BJA  
FIELD BOOK: N/A

## RECORDING INFORMATION

RECORDING NUMBER:  
DATE & TIME:  
RECORDED FOR: ALLEN LAND SURVEYING, P.C.  
RECORDED BY:  
COUNTY: FRANKLIN  
FEE:

## RECORD OF SURVEY FOR: THE ORVAL AND VAUNDA RALLISON FAMILY TRUST

LOCATED IN:  
SECTION 14,  
TOWNSHIP 16 SOUTH,  
RANGE 40 EAST,  
BOISE MERIDIAN,  
FRANKLIN COUNTY, IDAHO

SHEET 1 OF 3

### NOTES:

- 1) THE RIGHT AND LEFT BANKS OF DEEP CREEK WERE NOT FIELD LOCATED AT THE CLIENT'S REQUEST. THE LOCATIONS SHOWN HEREON ARE APPROXIMATE, TAKEN FROM AERIAL AND USGS MAPS.
- 2) INSTR. # 210244 DESCRIBES THE CITY WELL PROPERTY (PARCEL 2) AS BEING "50 FEET IN EVERY DIRECTION (150 FEET ± 100 FEET) FROM TWO EXISTING CULINARY WELLS". IT ALSO STATES "SAID PARCEL WILL BE ENCLOSED BY A CHAIN LINK FENCE, WHICH SHALL CONCLUSIVELY ESTABLISH THE BOUNDARY LINE OF SAID PARCEL. SAID PARCEL MAY BE SURVEYED AND IF SO, A CORRECTING DEED SHALL BE RECORDED." IT IS PRELIMINARY THAT THIS SURVEY AND THIS DESCRIPTION OF THE SURVEYED CITY WELL PARCEL WILL BE USED TO CORRECT THE DESCRIBED LOCATION OF THE CITY WELL PARCEL.

LINE	LENGTH	BEARING
L1	87.90	S 86°52'20" W
L2	25.25	N 38°32'00" W
L3	21.88	N 43°28'00" E
L4	44.88	S 84°07'00" E
L5	91.00	S 83°02'00" E
L6	60.05	S 81°31'00" E

CURVE	ARC	RADIUS	DELTA	CHORD	L.C.B.
C1	138.21	800.00	17°11'54"	137.00	N 87°27'04" E
C2	82.91	800.00	17°03'08"	82.89	N 58°19'34" E
C3	137.81	250.00	31°30'00"	136.07	N 40°00'30" E
C4	302.36	900.00	19°18'00"	300.88	S 37°50'30" W
C5	110.39	300.00	21°08'00"	109.77	N 73°54'30" W

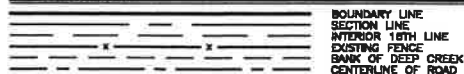
ELECTRONIC COPY  
SEALED ORIGINAL (30 JUNE  
2016) AVAILABLE AT OFFICE OF  
SURVEYOR

### SURVEYOR'S CERTIFICATE

I, Brian J. Allen, do hereby certify that this plat is a true and accurate representation of the land surveyed under my direction and control.

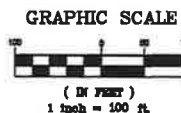


### LINE LEGEND



SHEET 1 OF 3

NORTHEAST CORNER  
SECTION 14  
FND 5/8" REBAR & CAP  
LS 4736  
C&A#N INSTR. # 208035

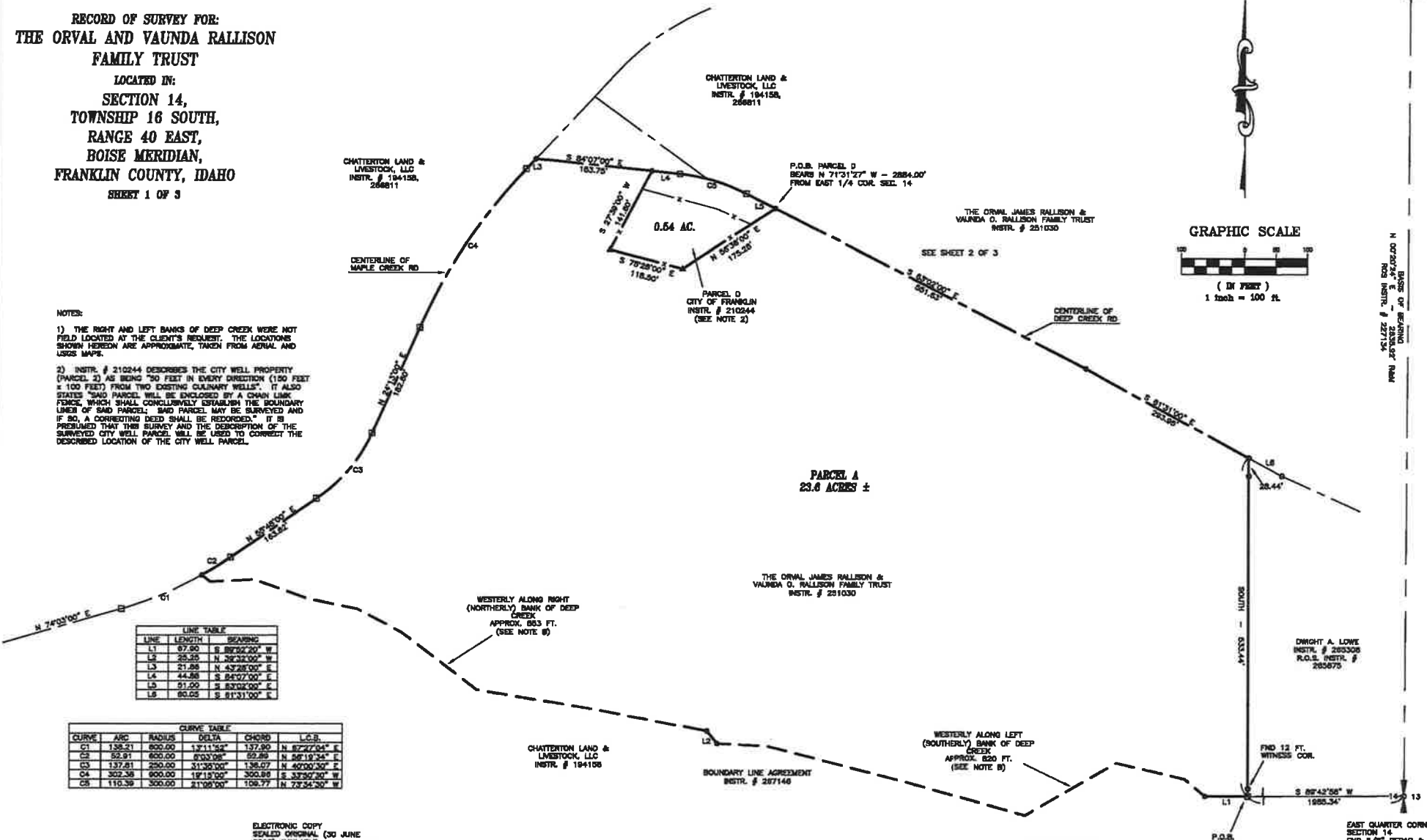


EAST 1/4 SECTION 14  
FND 5/8" REBAR & CAP  
LS 4736  
C&A#N INSTR. # 227134

EAST QUARTER CORNER  
SECTION 14  
FND 5/8" REBAR & CAP  
LS 4736  
C&A#N INSTR. # 208031

### SYMBOL LEGEND

- SET 5/8" REBAR & CAP PLS 9163
- ▲ FND STEEL PIPE FENCE POST SET IN CONCRETE
- FOUND 5/8" REBAR & CAP PLS 9163 (UNLESS NOTED)
- MONUMENT NOT SET OR FOUND



# ALLEN LAND SURVEYING, P.C.

23 NORTH STATE STREET  
PRESTON, IDAHO 83263  
(208)852-2839

BRIAN J. ALLEN, PLS

## REVISIONS:

1)  
2)  
3)  
DRAWING NAME: 15036-SOUTH-RGS-LOWE  
FIELD WORK BY: BJA  
OFFICE WORK BY: BJA  
FIELD BOOK: N/A

## RECORDING INFORMATION

RECORDING NUMBER:  
DATE & TIME:  
RECORDED FOR: ALLEN LAND SURVEYING, P.C.  
RECORDED BY:  
COUNTY: FRANKLIN  
FEE:

## RECORD OF SURVEY FOR: THE ORVAL AND VAUNDA RALLISON FAMILY TRUST LOCATED IN: SECTION 14, TOWNSHIP 16 SOUTH, RANGE 40 EAST, BOISE MERIDIAN, FRANKLIN COUNTY, IDAHO

SHEET 3 OF 3

### SOUTH PARCEL A

A PARCEL OF LAND LOCATED IN THE SECTION 14, TOWNSHIP 16 SOUTH, RANGE 40 EAST, BOISE MERIDIAN, FRANKLIN COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 14, FROM WHICH THE NORTHEAST CORNER OF SECTION 14 BEARS NORTH 00° 20' 24" EAST;

THENCE SOUTH 89° 42' 08" WEST 1885.34 FEET TO THE SOUTHWEST CORNER OF THE PARCEL OF LAND DEPICTED AND DESCRIBED ON RECORD OF SURVEY INSTRUMENT NUMBER 280670, THE POINT OF BEGINNING;

THENCE SOUTH 89° 02' 20" WEST 87.80 FEET ALONG A FENCE LINE TO A 5/8" REBAR AND CAP LABELED "A.L.S. PLS 9183" AT THE LEFT (SOUTHERLY) BANK OF DEEP CREEK;

THENCE WESTERLY ALONG SAID LEFT (SOUTHERLY) BANK OF DEEP CREEK APPROXIMATELY 820 FEET TO A 5/8" REBAR AND CAP;

THENCE NORTH 38° 32' 00" WEST 25.25 FEET TO A 5/8" REBAR AND CAP AT THE RIGHT (NORTHERLY) BANK OF DEEP CREEK;

THENCE WESTERLY ALONG SAID RIGHT (NORTHERLY) BANK OF DEEP CREEK APPROXIMATELY 853 FEET TO A 5/8" REBAR AND CAP AT THE CENTERLINE OF MAPLE CREEK ROAD, SAID POINT BEING ON A 600.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHWEST;

THENCE NORTH 38° 00' 00" WEST 29' 06" 52" WEST;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09° 03' 08" A DISTANCE OF 52.81 FEET TO THE POINT OF TANGENCY (CHORD = NORTH 58° 18' 34" EAST 52.88 FEET);

THENCE ALONG THE CENTERLINE OF MAPLE CREEK ROAD THE FOLLOWING FIVE (5) COURSES:

THENCE NORTH 88° 48' 00" EAST 183.82 FEET TO THE BEGINNING OF A 280.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31° 35' 00" A DISTANCE OF 137.81 FEET TO THE POINT OF TANGENCY (CHORD = NORTH 40° 00' 30" EAST 138.07 FEET);

THENCE NORTH 24° 13' 00" EAST 182.80 FEET TO THE BEGINNING OF A 600.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19° 15' 00" A DISTANCE OF 302.38 FEET TO THE POINT OF TANGENCY (CHORD = NORTH 33° 50' 30" EAST 300.96 FEET);

THENCE NORTH 43° 28' 00" EAST 21.66 FEET TO A 5/8" REBAR AND CAP AT THE INTERSECTION WITH THE CENTERLINE OF DEEP CREEK ROAD;

THENCE SOUTH 54° 07' 00" EAST 163.78 FEET ALONG THE CENTERLINE OF DEEP CREEK ROAD TO A 5/8" REBAR AND CAP AT THE NORTHEASTERLY EXTENSION OF A FENCE LINE;

THENCE SOUTH 27° 38' 00" WEST 141.50 FEET ALONG SAID FENCE LINE TO A STEEL PIPE FENCE CORNER SET IN CONCRETE;

THENCE SOUTH 78° 28' 00" EAST 118.80 FEET ALONG A FENCE LINE TO A STEEL PIPE FENCE CORNER SET IN CONCRETE;

THENCE NORTH 58° 38' 00" EAST 176.28 FEET ALONG A FENCE LINE AND ITS NORTHEASTERLY EXTENSION TO A 5/8" REBAR AND CAP AT THE CENTERLINE OF DEEP CREEK ROAD;

THENCE SOUTH 83° 02' 00" EAST 501.63 FEET ALONG SAID CENTERLINE;

THENCE SOUTH 81° 31' 00" EAST 263.95 FEET ALONG SAID CENTERLINE TO A 5/8" REBAR AND CAP AT THE NORTHWEST CORNER OF THE PARCEL OF LAND DEPICTED AND DESCRIBED ON RECORD OF SURVEY INSTRUMENT NUMBER 280670;

THENCE SOUTH 533.44 FEET ALONG THE WEST BOUNDARY OF SAID PARCEL TO THE POINT OF BEGINNING,

CONTAINING APPROXIMATELY 33.8 ACRES.

### SOUTH PARCEL B

A PARCEL OF LAND LOCATED IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 16 SOUTH, RANGE 40 EAST, BOISE MERIDIAN, FRANKLIN COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 14, FROM WHICH THE NORTHEAST CORNER OF SECTION 14 BEARS SOUTH 89° 48' 50" EAST;

THENCE SOUTH 00° 28' 41" WEST 1302.48 FEET ALONG THE WEST BOUNDARY OF THE NORTHEAST QUARTER OF SAID SECTION 14 TO A 5/8" REBAR AND CAP AT THE CENTERLINE OF MAPLE CREEK ROAD, THE POINT OF BEGINNING, SAID POINT BEING ON A 600.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHWEST;

THENCE NORTH 38° 47' 16" WEST;

THENCE NORTHEASTERLY ALONG SAID CURVE (CENTERLINE) THROUGH A CENTRAL ANGLE OF 01° 42' 42" A DISTANCE OF 14.94 FEET TO THE POINT OF TANGENCY (CHORD = NORTH 33° 21' 23" EAST 14.94 FEET);

THENCE ALONG THE CENTERLINE OF MAPLE CREEK ROAD THE FOLLOWING SIX (6) COURSES:

THENCE NORTH 82° 30' 02" EAST 164.40 FEET TO THE BEGINNING OF A 540.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28° 20' 28" A DISTANCE OF 288.81 FEET TO THE POINT OF TANGENCY (CHORD = NORTH 80° 40' 15" EAST 287.16 FEET);

THENCE NORTH 80° 50' 27" EAST 78.00 FEET;

THENCE NORTH 82° 23' 00" EAST 93.68 FEET;

THENCE NORTH 67° 58' 00" EAST 132.71 FEET TO THE BEGINNING OF A 400.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12° 34' 03" A DISTANCE OF 84.72 FEET TO A 5/8" REBAR AND CAP (CHORD = NORTH 81° 08' 50" EAST 84.03 FEET);

THENCE SOUTH 113.44 FEET TO A 5/8" REBAR AND CAP AT THE CENTERLINE OF DEEP CREEK ROAD;

THENCE NORTH 88° 58' 00" WEST 98.75 FEET ALONG SAID CENTERLINE TO A 5/8" REBAR AND CAP;

THENCE NORTH 81° 31' 00" WEST 384.00 FEET ALONG SAID CENTERLINE TO A 5/8" REBAR AND CAP;

THENCE NORTH 83° 02' 00" WEST 488.44 FEET ALONG SAID CENTERLINE TO A 5/8" REBAR AND CAP AT THE WEST BOUNDARY OF THE NORTHEAST QUARTER OF SECTION 14;

THENCE NORTH 02° 28' 41" EAST 448.27 FEET ALONG SAID WEST BOUNDARY TO THE POINT OF BEGINNING,

CONTAINING APPROXIMATELY 16.0 ACRES.

### SOUTH PARCEL C

A PARCEL OF LAND LOCATED IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 16 SOUTH, RANGE 40 EAST, BOISE MERIDIAN, FRANKLIN COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 14, FROM WHICH THE NORTHEAST CORNER OF SECTION 14 BEARS NORTH 00° 20' 24" EAST;

THENCE NORTH 87° 23' 04" WEST 1448.41 FEET TO A 5/8" REBAR AND CAP AT THE NORTHEAST CORNER OF THE PARCEL OF LAND DESCRIBED IN INSTRUMENT NUMBER 28017A, THE POINT OF BEGINNING;

THENCE NORTH 83° 56' 00" WEST 301.67 FEET ALONG THE NORTH BOUNDARY OF SAID PARCEL TO A 5/8" REBAR AND CAP AT THE NORTHWEST CORNER THEREOF;

THENCE SOUTH 00° 02' 00" WEST 281.38 FEET ALONG THE WEST BOUNDARY OF SAID PARCEL TO A 5/8" REBAR AND CAP AT THE CENTERLINE OF DEEP CREEK ROAD;

THENCE NORTH 52° 50' 00" WEST 141.88 FEET ALONG SAID CENTERLINE TO A 5/8" REBAR AND CAP;

THENCE NORTH 88° 50' 00" WEST 130.25 FEET ALONG SAID CENTERLINE TO A 5/8" REBAR AND CAP;

THENCE NORTH 1113.44 FEET TO A 5/8" REBAR AND CAP AT THE CENTERLINE OF MAPLE CREEK ROAD, SAID POINT BEING ON A 400.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHWEST;

THENCE NORTH 18° 30' 03" WEST;

THENCE NORTHEASTERLY ALONG SAID CURVE (CENTERLINE) THROUGH A CENTRAL ANGLE OF 09° 07' 27" A DISTANCE OF 83.78 FEET TO THE POINT OF TANGENCY (CHORD = NORTH 88° 47' 56" EAST 83.69 FEET);

THENCE ALONG THE CENTERLINE OF MAPLE CREEK ROAD THE FOLLOWING FIVE (5) COURSES:

THENCE NORTH 88° 14' 00" EAST 219.57 FEET TO THE BEGINNING OF A 160.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20° 57' 00" A DISTANCE OF 81.03 FEET TO THE POINT OF TANGENCY (CHORD = NORTH 48° 45' 30" EAST 80.05 FEET);

THENCE NORTH 34° 17' 00" EAST 102.72 FEET TO THE BEGINNING OF A 120.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10° 28' 54" A DISTANCE OF 218.33 FEET TO THE POINT OF TANGENCY (CHORD = NORTH 38° 31' 27" EAST 218.22 FEET);

THENCE NORTH 44° 45' 54" EAST 18.28 FEET TO A 5/8" REBAR AND CAP AT THE NORTHWEST CORNER OF MAPLE CREEK RANCHES, PHASE 1, SUBDIVISION, RECORDED AS INSTRUMENT NUMBER 227134;

THENCE SOUTH 00° 32' 08" EAST 793.31 FEET ALONG THE WEST BOUNDARY OF SAID SUBDIVISION TO A 5/8" REBAR AND CAP AT THE SOUTHWEST CORNER THEREOF;

THENCE SOUTH 09° 02' 00" WEST 660.00 FEET ALONG THE WEST BOUNDARY FENCE LINE OF THE PARCEL OF LAND DESCRIBED IN INSTRUMENT NUMBER 281030 TO THE POINT OF BEGINNING,

CONTAINING APPROXIMATELY 15.17 ACRES.

### SOUTH PARCEL D (CITY PARCEL)

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 16 SOUTH, RANGE 40 EAST, BOISE MERIDIAN, FRANKLIN COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 14, FROM WHICH THE NORTHEAST CORNER OF SECTION 14 BEARS NORTH 00° 20' 24" EAST;

THENCE NORTH 21° 31' 27" WEST 2884.00 FEET TO THE A 5/8" REBAR AND CAP AT THE CENTERLINE OF DEEP CREEK ROAD, THE POINT OF BEGINNING;

THENCE NORTH 83° 02' 00" WEST 81.00 FEET ALONG SAID CENTERLINE TO THE BEGINNING OF A 300.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHEASTERLY ALONG SAID CURVE (CENTERLINE) THROUGH A CENTRAL ANGLE OF 21° 08' 00" A DISTANCE OF 110.38 FEET TO THE POINT OF TANGENCY (CHORD = NORTH 73° 34' 30" WEST 109.77 FEET);

THENCE NORTH 84° 07' 00" WEST 44.88 FEET ALONG SAID CENTERLINE TO A 5/8" REBAR AND CAP AT THE NORTHEASTERLY EXTENSION OF A FENCE LINE;

THENCE SOUTH 27° 38' 00" WEST 141.50 FEET ALONG SAID FENCE LINE TO A STEEL PIPE FENCE CORNER SET IN CONCRETE;

THENCE SOUTH 78° 28' 00" EAST 118.80 FEET ALONG A FENCE LINE TO A STEEL PIPE FENCE CORNER SET IN CONCRETE;

THENCE NORTH 64° 38' 00" EAST 176.28 FEET ALONG A FENCE LINE AND ITS NORTHEASTERLY EXTENSION TO THE POINT OF BEGINNING,

CONTAINING APPROXIMATELY 0.34 ACRES.

ELECTRONIC COPY  
SEALED ORIGINAL (30 JUNE  
2018) AVAILABLE AT OFFICE OF  
SURVEYOR

## SURVEYOR'S CERTIFICATE

I, Brian J. Allen, do hereby certify that this plat is a true and accurate representation of the land surveyed under my direction and control.



New information

Eliza D: 1863-1947

1858-1905  
Eliza G. Lowe

Eliza D: 1867-1937

Eliza D: 1867-1937  
Eliza D: 1867-1937

Levi Oliver  
1904

1. Levi Oliver  
2. Ed Oliver  
1928

1917  
Eliza D. Lowe  
1863-1947

1919  
Annulled Decree  
80A

1934 # 4752  
1. County Sheriff  
2. Union Central  
1946 # 7685  
1. Union Central  
2. Cyril Lowe

1946-7688  
1. Cyril Lowe & Fern  
2. Paul D. Marine With

1947-7831  
1. Paul D & Marine With  
2. Cyril K & Fern P. Lowe

1958-#  
1. Cyril K & Fern Lowe  
2. Dale H Cordwell

1961 # 108211  
1. Dale & Conny Cordwell  
2. Edmond Douglas Oliver

1960-#

1. Grace Nadine McFarland  
2. C Wallace Chatterton

1957-# 118090  
1. Oussie & Syrena Lowe  
2. Vern McFarland

1939-# 57472  
1. Cyril K Lowe  
2. Oussie Lowe

8-26-1939-# 57458  
1. order directing Administrator of Elizabeth K. Lowe (deceased)  
Administrator Cyril Lowe  
2. Oussie Lowe

1919  
Eliza D. Lowe  
OC release to  
40A

1919  
Eliza D. Lowe  
to Elizabeth K. Lowe  
40A

1919  
Cyril retaining rights  
to Elizabeth K. Lowe  
also  
80A

1917  
Elizabeth K. Lowe

1917  
Elizabeth K. Lowe  
Probate 1917

1917  
Elizabeth K. Lowe  
6-18-1917

1/2 interest w/ of Deep Canyon Creel

1/2 interest Deep Canyon Creel

1/4 interest w/ Deep Canyon Creel



Deed recorded in Book 21, of Deeds, page 5, Records of Franklin County, Idaho.

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

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 his heirs and assigns forever.

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

Signed, Sealed and Delivered in the Presence of

Geo. E. Crockett

Ira L. Harris (SEAL)  
INID M. Harris (SEAL)  
Ersel B. Harris (SEAL)  
Dayle Harris (SEAL)

STATE OF IDAHO

SS.

COUNTY OF FRANKLIN

On this 27th day of January in the year 1934, before me Geo. E. Crockett a Notary Public in and for said State, personally appeared Ira L. Harris and wife, and Ersel B. Harris and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL)

My commission expires June 2, 1937.

Geo. E. Crockett  
Notary Public residing at  
Preston, Idaho.

STATE OF IDAHO

SS.

COUNTY OF FRANKLIN

I hereby certify that this instrument was filed for record at the request of George E. Crockett at 9:30 am. February 3rd, 1934.

Fees, \$1.00

Compared C.M.

John A. Hedford  
Ex-Officio Recorder.

INST. NO. 42752

#### SHERIFF'S DEED

THIS INDENTURE, Made this 1st day of December, A.D. 1933, between W.D. Head, Sheriff of Franklin County, State of Idaho, party of the first part, and The Union Central Life Insurance Company, a corporation, party of the second part, WITNESSETH:

WHEREAS, in and by a certain judgment and decree made and entered by the District Court of the Fifth Judicial District in and for the County of Franklin, State of Idaho, on the 10th day of September, 1932, in a certain action then pending in said Court, wherein The Union Central Life Insurance Company, a corporation, was Plaintiff, and Eliza D. Lowe, Nolan Lowe and May Lowe were Defendants, it was, among other things, ordered and adjudged that all and singular the premises in said judgment and hereinafter described, should be sold at public auction, by and under the direction of the Sheriff of Franklin County, State of Idaho, in the manner required by law; that any of the parties to said action might become purchasers at such sale, and that said Sheriff should execute the usual certificate and deed to the purchaser as required by law, and

WHEREAS, the Sheriff did, at the hour of 11 o'clock A.M., on the 15th day of October, 1932, at the front door of the County Court House in the City of Preston, County of Franklin, State of Idaho, after due public notice had been given, as required by law and said judgment, duly sell at public auction, agreeable to law and said judgment, the premises and property in said judgment and hereinafter described, at which sale said premises and property were fairly struck off and sold to the Union Central Life Insurance

Public  
Auction

Dec 1, 1933

1. Sheriff  
2. United  
Central Life

chaser, and caused the other to be filed in the office of the County Recorder of the County of Franklin, State of Idaho, and

WHEREAS, more than a year has elapsed since the date of said sale, and no redemption of the property so sold has been made.

NOW, THIS INDENTURE WITNESSETH, That the said party of the first part, Sheriff as aforesaid, in order to carry into effect said sale in pursuance of said judgment and of law, and also in consideration of the premises and of the money so bid and paid by the said Union Central Life Insurance Company, the receipt whereof is hereby acknowledged, has granted, sold, conveyed, and by these presents does grant, sell and convey and confirm unto the said party of the second part, its successors and assigns forever, the following described real estate lying and being <sup>in</sup> the County of Franklin, State of Idaho, being all of the right, title, claim and interest of the above named Defendants of, in and to the following described property, to-wit:

PARCEL NO. 1: The Northwest quarter ( $NW\frac{1}{4}$ ) of the Northwest quarter ( $NW\frac{1}{4}$ ) of Section Fourteen (14), Township Sixteen (16) South, Range Forty (40) East of Boise Meridian, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

PARCEL NO. 2: The South half ( $S\frac{1}{2}$ ) of the Southeast quarter ( $SE\frac{1}{4}$ ) of the Southeast quarter ( $SE\frac{1}{4}$ ) of Section Ten (10), Township Sixteen (16) South, Range Forty (40) East of the Boise Meridian, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

PARCEL NO. 3: The East half ( $E\frac{1}{2}$ ) of the Northeast quarter ( $NE\frac{1}{4}$ ) of Section Fifteen (15), Township Sixteen (16) South, Range Forty (40) East of Boise Meridian, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

PARCEL NO. 4: Also, commencing at the Southeast corner of the Northwest quarter ( $NW\frac{1}{4}$ ) of Section Fourteen (14), Township Sixteen (16) South, Range Forty (40) East of the Boise Meridian, Idaho, and running thence North 110 feet, to "Deep Canyon Creek" thence North 75 deg. 58' West 297 feet; thence North 84 deg. 25' West 250 feet; thence North 47 deg. 27' West 200 feet; thence North 54 deg. 25' West 74 feet; thence South 85 deg. 35' West 702 feet; thence South 68 deg. 17' West 500 feet; thence South 46 deg. 47' West 212 feet; thence South 89 deg. 58' West 285 feet; thence South 24 deg. 10' West 756 feet to the West boundary of said Section Fourteen (14) thence North 2144 feet to the Northwest corner of the Southwest quarter ( $SW\frac{1}{4}$ ) of the Northwest quarter ( $NW\frac{1}{4}$ ) of said Section Fourteen (14); thence East 1887 feet; thence South 27 deg. 12' West 476 feet; thence South 65 deg. 57' East 532.5 feet; thence North 39 deg. 18' East 475 feet; thence South 60 deg. 06' East 1942 feet; thence South 185 feet; thence West 1320 feet to the place of beginning, containing Eight (80) acres more or less, but excepting therefrom "commencing at a point 753 feet West and South 27 deg. 12' West 476 feet from the Northeast corner of the Southeast quarter ( $SE\frac{1}{4}$ ) of the Northwest quarter ( $NW\frac{1}{4}$ ) of Section Fourteen (14) Township Sixteen (16) South, Range Forty (40) East of the Boise Meridian, Idaho, and running thence South 27 deg. 12' West 710 feet, more or less to the intersection of "Maple Creek" and "Deep Creek", thence Easterly along said "Deep Creek" 225 feet more or less to the County Road, thence Northerly along said road 500 feet, more or less thence North 65 deg. 57' West 332.5 feet to the place of beginning," and also excepting "Commencing at a point 28 rods North of a point 100 rods East of the Southwest corner of the Northwest quarter ( $NW\frac{1}{4}$ ) of said Section Fourteen (14), and running thence North 12

117  
rods; thence East 14 rods; thence Southwest 13 rods to a point 8 rods East of the place of beginning; thence West 8 rods to the place of beginning, said exceptions containing in all three (3) acres, more or less.

Together with a full water right from Deep Canyon Creek for Sixteen (16) acres of land, and together with all other water rights; ditch rights, reservoir rights and rights to the use of water for irrigating said land and the premises thereon to which right of use of the said water right of the first part was made in 1922, or

This is to certify that \$200 in United States Internal Revenue Stamps were duly affixed to the Sheriff's Sale Certificate upon which this Sheriff's Sale is based, which stamps were duly cancelled and the showing of which stamping appears upon the County Recorder's records with reference to said Sheriff's Sale Certificate.  
Dated May 24 1934

John A. Kofoed  
County Recorder. set his

W.D. HEAD  
Sheriff of Franklin County,  
Idaho.

STATE OF IDAHO  
COUNTY OF FRANKLIN SS.

On this 1st day of December, 1933, before me John A. Kofoed, a Clerk of District Court in and for said County and State, personally appeared W.D. Head, Sheriff of Franklin County, State of Idaho, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL OF THE DISTRICT COURT)

John A. Kofoed  
Clerk of the District Court  
Address: Preston, Idaho.

STATE OF IDAHO  
COUNTY OF FRANKLIN SS.

I hereby certify that this instrument was filed for record at the request of J.A. Paton at 11:35 a.m. February 3rd, 1934.

Fees, \$2.40

Compared. C.M.

John A. Kofoed  
Ex-Officio Recorder.

INST. NO. 42757

WARRANTY DEED

THIS INDENTURE, made the 19th day of January, in the year of our Lord one thousand nine hundred and thirty-four between Harry Jensen and wife, Rosetta Jensen of the County of Franklin and the State of Idaho, the parties of the first part, and Frank G. Jensen of the County of Franklin and the State of Idaho, the party of the second part.

WITNESSETH: That the said parties of the first part for and in consideration of the sum of One and No/100 DOLLARS lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, to them by these presents grant, sell, bargain, convey, and confirm unto the said party of the second part, and to his heirs and assigns forever all that certain lot, piece or parcel of land situate, lying and being in the County of Franklin and State of Idaho, and bounded and described as follows, to-wit:

The east half of the southeast quarter of section 24, and the east half of the northeast quarter of section 25, in township 13 south of range 40 east of the Boise Meridian, containing 160 acres.

it being the highest bidder and that being the highest sum bid at said sale, and

WHEREAS, the said Union Central Life Insurance Company thereupon paid to the said Sheriff said sum of money so bid and said Sheriff thereupon made and issued the usual certificate in duplicate of such sale in due form, and delivered one thereof to said purchaser, and caused the other to be filed in the office of the County Recorder of the County of Franklin, State of Idaho, and

WHEREAS, more than a year has elapsed since the date of said sale, and no redemption of the property so sold has been made.

NOW, THIS INDENTURE WITNESSETH, That the said party of the first part, Sheriff as aforesaid, in order to carry into effect said sale in pursuance of said judgment and of law, and also in consideration of the premises and of the money so bid and paid by the said Union Central Life Insurance Company, the receipt whereof is hereby acknowledged, has granted, sold, conveyed, and by these presents does grant, sell and convey and confirm unto the said party of the second part, its successors and assigns forever, the following described real estate lying and being <sup>in</sup> the County of Franklin, State of Idaho, being all of the right, title, claim and interest of the above named Defendants of, in and to the following described property, to-wit:

PARCEL NO. 1: The Northwest quarter (NW $\frac{1}{4}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ) of Section Fourteen (14), Township Sixteen (16) South, Range Forty (40) East of Boise Meridian, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

PARCEL NO. 2: The South half (S $\frac{1}{2}$ ) of the Southeast quarter (SE $\frac{1}{4}$ ) of the Southeast quarter (SE $\frac{1}{4}$ ) of Section Ten (10), Township Sixteen (16) South, Range Forty (40) East of the Boise Meridian, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

PARCEL NO. 3: The East half (E $\frac{1}{2}$ ) of the Northeast quarter (NE $\frac{1}{4}$ ) of Section Fifteen (15), Township Sixteen (16) South, Range Forty (40) East of Boise Meridian, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

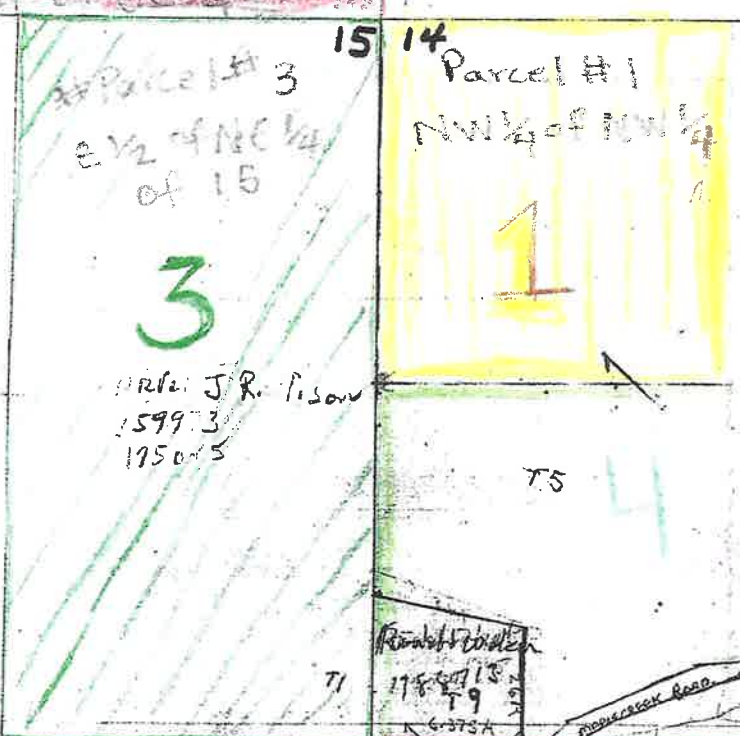
PARCEL NO. 4: Also, commencing at the Southeast corner of the Northwest quarter (NW $\frac{1}{4}$ ) of Section Fourteen (14), Township Sixteen (16) South, Range Forty (40) East of the Boise Meridian, Idaho, and running thence North 110 feet, to "Deep Canyon Creek" thence North 75 deg. 58' West 297 feet; thence North 84 deg. 25' West 250 feet; thence North 47 deg. 27' West 200 feet; thence North 54 deg. 25' West 74 feet; thence South 85 deg. 35' West 702 feet; thence South 68 deg. 17' West 500 feet; thence South 46 deg. 47' West 212 feet; thence South 69 deg. 58' West 285 feet; thence South 24 deg. 10' West 756 feet to the West boundary of said Section Fourteen (14) thence North 2144 feet to the Northwest corner of the Southwest quarter (SW $\frac{1}{4}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ) of said Section Fourteen (14); thence East 1887 feet; thence South 27 deg. 12' West 476 feet; thence South 65 deg. 57' East 532.5 feet; thence North 39 deg. 18' East 475 feet; thence South 60 deg. 06' East 1942 feet; thence South 165 feet; thence West 1320 feet to the place of beginning, containing Eight (80) acres more or less, but excepting therefrom "commencing at a point 753 feet West and South 27 deg. 12' West 476 feet from the Northeast corner of the Southeast quarter (SE $\frac{1}{4}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ) of Section Fourteen (14) Township Sixteen (16) South, Range Forty (40) East of the Boise Meridian, Idaho, and running thence South 27 deg. 12' West 710 feet, more or less to the intersec-

1. Sheriff  
2. United Central Life



#2 of 864.00

d. Jan.  
194  
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Orval J. Rallison  
159973  
175045

Orval J. Rallison  
159973  
175045

Orval J. Rallison  
159973  
175045

William C. Jensen  
129432  
Family Living Trust  
178800  
179584

Silcock Ward Properties  
223997 - 48.7 Ac.  
#2849

4.3 Ac  
T12  
S Paul Bastian  
225030  
#2849.02

Rossier  
190

R. Newsome  
783145

Chatterton Land and Livestock L.L.C.  
1166271  
194158  
#2848.00

CHATTERTON C.L., L.L.C.  
#2848.00

Mark Rossier  
184017-68

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14

1946

1. Union Central
2. Cyril Lowe

Inst. No 76885

IDAHO DEED

Know All Men By These Presents: That THE UNION CENTRAL LIFE INSURANCE COMPANY, of Cincinnati, Ohio, a corporation, organized under the laws of Ohio, in consideration of ..... Three Thousand and no/100 (\$3,000.00).....Dollars to it paid by.....Cyril Lowe.....the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and confirm to the said ..... Cyril Lowe.....The following described real estate, situated in the County of .....Franklin.....and State of Idaho to-wit: The North-west Quarter (NW $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Fourteen (14); the East Half (E $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Fifteen (15) and the South Half (S $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of the Section Ten (10) all in township Sixteen (16) South, Range Forty (40) East of Boise Meridian. Also, commencing at the Southeast corner of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Fourteen (14), Township Sixteen (16) South, Range Forty (40) East of Boise Meridian, Idaho, and running thence North 110 feet to Deep Canyon Creek; thence North 75°58' West 297 feet; thence North 84°25' West 250 feet; thence North 47°27' West 200 feet. thence North 54°25' West 74 feet; thence South 88°35' West 702 feet; thence South 68°17' West 500 feet; thence South 46°47' West 212 feet; thence South 69°58' West 285 feet; thence South 24°10' West 756 feet to the West boundary of said Section Fourteen (14); thence North 2144 feet to the Northwest corner of Southwest Quarter (SW $\frac{1}{4}$ ), of North west Quarter (NW $\frac{1}{4}$ ) of said Section Fourteen (14); thence East 1887 feet; thence South 27°12' West 476 feet; thence South 65°57' East 332.5 feet; thence North 39°18' East 475 feet; thence South 60°6' East 1942 feet; thence South 165 feet; thence West 1320 feet; to the place of beginning Excepting therefrom the following described tracts of land, to-wit; Commencing at a point 753 feet West and South 27°12' West 476 feet from the Northeast corner of Southeast Quarter (SE $\frac{1}{4}$ ) of Northwest Quarter (NW $\frac{1}{4}$ ) of Section Fourteen (14), Township Sixteen (16) South Range Forty (40) East of Boise Meridian, Idaho, running thence South 27°12' West 710 feet, more or less to the intersection of "Maple Creek" and "Deep Creek" thence Easterly along said "Deep Creek" 225 feet, more or less, to the County Road; thence Northerly along said road 500 feet more or less thence North 65°57' West 332.5 feet to the place of beginning. Also commencing at a point 28 rods North of a point 100 rods East of the Southwest (SW) corner of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Fourteen (14) and running thence North 12 rods; thence East 14 rods; thence Southwest 13 rods to a point 8 rods East of the place of beginning, thence West 8 rods to the place of beginning, containing in all 3 acres, more or less. Together with all ditch and water rights of every nature, however evidenced, belonging to said land, and being the same real estate conveyed to The Union Central Life Insurance Company by Deed dated December 1, 1933 and recorded in Book 29, Page 115 of the Records of Franklin County, Idaho, (\$3.30 U.S.I.T. Stamps affixed and duly cancelled.)

Together with all the improvements, privileges and appurtenances thereunto belonging and all reservoir rights, ditch and water rights of every nature; however evidenced, with all rights of way, ditches, pumping sites, machinery or other physical properties now owned by the grantor and used on or for conveyance of water to or attaching or belonging to said grantor for use thereon, and the said THE UNION CENTRAL LIFE INSURANCE COMPANY does here covenant with the said.....Cyril Lowe..... That the said premises are free and clear from all incumbrances by, from, through, or under the said grantor and that it will forever warrant and defend the same, with the

NTF-73675  
Dwight A. Lowe  
PO Box 133, 126 North 3rd East  
Franklin, ID 83237

265308 1-2

Recorded at the request of  
Northern Title Co.  
Time 11:32A Amount \$ 1300

AUG 19 2015

SHALINA T. GEDDES, RECORDER  
By [Signature] Deputy  
Franklin County, Idaho

## WARRANTY DEED

David James Rallison and Douglas Roy Rallison as Successor Co-Trustees of the Orval and Vaunda Rallison Family Trust, established by Trust Agreement dated January 26, 2010

Grantor(s) of Franklin, County of Franklin, State of ID hereby **CONVEY AND WARRANT** to

**Dwight A. Lowe**

Grantee(s) of Franklin, County of Franklin, State of ID for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Franklin County, State of ID:

See Exhibit A

Subject to easements, declarations of covenants and restrictions, rights of way of record, and taxes for the current year and thereafter.

Witness, the hand(s) of said Grantor(s), this August 18, 2015.

[Signature: David James Rallison]  
David James Rallison, Successor Co-Trustee

[Signature: Douglas Roy Rallison]  
Douglas Roy Rallison, Successor Co-Trustee

State of Idaho                     )  
County of Franklin            )

On August 18, 2015, before me, a Notary Public in and for said county and state, personally appeared, David James Rallison and Douglas Roy Rallison as Successor Co-Trustees of the Orval and Vaunda Rallison Family Trust, established by Trust Agreement dated January 26, 2010, known or proved to me to be the person(s) who executed the foregoing instrument, and acknowledged to me that he/she/they executed the same.



[Signature: Shalinda T. Geddes]  
Notary Public  
Resides: Preston ID  
Commission expires: 03/12/2017

265308 2-2

**Exhibit "A"**

A parcel of land located in the Southwest Quarter of the Northeast Quarter of Section 14, Township 16 South, Range 40 East, Boise Meridian, Franklin County, Idaho, and more particularly described as follows:

Commencing at the East Quarter corner of said Section 14, from which the Northeast corner of Section 14 bears North 00° 20' 24" East;

Thence South 89° 39' 09" West 1410.84 feet to a 5/8" rebar and cap labeled "A.L.S., PLS 9163" at a fence corner, the Point of Beginning.

Thence South 89° 52' 20" West 574.50 feet along said fence line to a point which bears south 12.00 feet from a 5/8" rebar and cap;

Thence North 533.44 feet to a 5/8" rebar and cap at the centerline of Deep Creek Road;

Thence along the centerline of said road the following five (5) courses:

Thence South 61° 31' 00" East 60.05 feet to a 5/8" rebar and cap;

Thence South 65° 50' 00" East 200.00 feet to a 5/8" rebar and cap;

Thence South 52° 50' 00" East 190.00 feet to a 5/8" rebar and cap;

Thence South 56° 07' 00" East 180.00 feet to a 5/8" rebar and cap;

Thence South 52° 35' 00" East 126.39 feet to a 5/8" rebar and cap at the northeasterly extension of a fence line;

Thence South 27° 04' 00" West 118.60 feet along a fence line to a 5/8" rebar and cap;

Thence South 18° 22' 00" West 25.40 feet along a fence line to the Point of Beginning.

Reserving therefrom a ten (10) foot wide irrigation line use and maintenance easement, being five (5) feet on each side of the center of the existing underground irrigation line.