

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
APR 11 2018
Department of Water Resources
Eastern Region

Notice of Change in Water Right Ownership

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

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
2913424	Yes ☒	Yes ☐		Yes ☐	Yes ☐
2913424	Yes ☐	Yes ☐		Yes ☐	Yes ☐
2913424 2914265 2914266	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Paul G. Katsilometes & ALL
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Eastern Idaho Electrical Joint Apprenticeship training trust TT-2
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- P.O. Box 4887 Pocatello ID 83205
Mailing address City State ZIP
- (208) 232-4300 jatc449@gmail.com
Telephone Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
- ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: 3/24/2011
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
- ☐ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- ☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- ☐ Filing fee (see instructions for further explanation):
- ☐ \$25 per *undivided* water right.
 - ☐ \$100 per *split* water right.
 - ☐ No fee is required for pending adjudication claims.
- ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
- ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: James Smith Training Director 5/6/18
Signature of new owner/claimant Title, if applicable Date
- Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by 22 Date 4/11/18 Receipt No. 5643882 Receipt Amt 100.00

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

Name on W-9 _____ Approved by JB Processed by AF Date 11/7/2018

IN FILE # 29-18424

CORPORATE WARRANTY DEED

FA371640

OFFICIAL RECORD BK# 941
BANNOCK COUNTY IDAHO

FEE \$13.00 DEPUTY MEW
RECORDED AT REQUEST OF

FIRST AMERICAN TITLE - POCATELLO OFFICE

21104505 2011 MAR 24 PM 04:32:32

Electronically Recorded by Simplifile

ADVANTAGE PLUS FEDERAL CREDIT UNION

Organized and existing under the laws of the State of IDAHO,

with its principal office at: **2133 E CENTER, POCATELLO, IDAHO 83201**

grantor, hereby CONVEYS or GRANTS and WARRANTS TO

**EASTERN IDAHO ELECTRICAL JOINT APPRENTICESHIP TRAINING TRUST
TT-2**

As, grantee

Whose address is: **540 PERSHING AVE: POCATELLO, IDAHO 83201**

The following described premises, to-wit:

SEE ATTACHED: EXHIBIT "A"

LESS AND EXCEPT all oil, gas and minerals, on and under the above reserved property owned by Grantor, if any, which are reserved by Grantor.

SUBJECT to all easements, rights-of-way, protective covenants and mineral reservations of record, if any.

TO HAVE AND TO HOLD same unto Grantee, and unto Grantee's heirs and assigns forever, with all appurtenances thereunto belonging.

GRANTOR does for Grantor and Grantor's heirs, personal representatives, executors and assigns forever hereby covenant with GRANTEE that Grantor is lawfully seized in fee simple of said premises that the premises are free from all encumbrances, unless otherwise noted above; that Grantor has a good right to sell and convey the same as aforesaid; and to forever warrant and defend the title to the said lands against all claims whatever.

WITNESS Grantor (s) hand(s) this the 24th day of March, 2011.



ADVANTAGE PLUS FEDERAL CREDIT UNION
By: **Jarod Brown, Vice President of Lending**

State of Idaho

County of Bannock

I, Tracy Christensen, a notary public, do hereby certify that on this 24th day of March, 2011, personally appeared before me **Jarod Brown** who, being by me first duly sworn, declared that he is the **Vice President of Lending** of **ADVANTAGE PLUS FEDERAL CREDIT UNION** and that he signed the foregoing document as **Vice President of Lending** of the **CREDIT UNION** and that the statements therein contained are true.

WITNESS MY HAND AND OFFICIAL SEAL


Notary Public: **Tracy Christensen**
Residing in: **Pocatello, Idaho**
Commission Expires: **11-3-2015**

TRACY CHRISTENSEN
NOTARY PUBLIC
STATE OF IDAHO



Plain Language Commitment

Commitment No.: 371640-P
Page 4 of 10



Exhibit "A"

Real property in the County of Bannock, State of Idaho, described as follows:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 7 SOUTH, RANGE 35 EAST OF THE BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 7 SOUTH, RANGE 35 EAST OF THE BOISE MERIDIAN, BANNOCK COUNTY, IDAHO THE SAME BEING NORTH 00°17'59" EAST A DISTANCE OF 2600.29 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 21, BASIS OF BEARINGS; THENCE NORTH 89°40'23" WEST ALONG THE NORTHERLY BOUNDARY LINE OF SAID SECTION 21 FOR A DISTANCE OF 500.96 FEET TO A 5/8" REBAR WITH CAP TAGGED, "GVS, PLS 9169", THE TRUE POINT OF BEGINNING; THENCE SOUTH 51°22'03" WEST FOR A DISTANCE OF 882.57 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF OLD HIGHWAY 30; THENCE ALONG SAID RIGHT-OF-WAY LINE FOR THE FOLLOWING THREE (3) COURSES:

- (1) THENCE NORTH 38°37'57" WEST FOR A DISTANCE OF 243.56 FEET, THE SAME BEING CENTER LINE STATION 125+00;**
- (2) THENCE SOUTH 51°22'03" WEST FOR A DISTANCE OF 60.00 FEET;**
- (3) THENCE NORTH 38°37'57" WEST FOR A DISTANCE OF 65.79 FEET TO THE SOUTHERLY CORNER OF THE LANDS DESCRIBED IN THAT WARRANTY DEED, INSTRUMENT NO. 20424544 AS RECORDED IN THE OFFICIAL RECORDS OF BANNOCK COUNTY, IDAHO; THENCE NORTH 51°22'03" EAST ALONG THE SOUTHEASTERLY BOUNDARY LINE OF SAID LANDS FOR A DISTANCE OF 560.00 FEET TO A POINT ON THE NORTHERLY BOUNDARY LINE OF SAID SECTION 21; THENCE SOUTH 89°40'23" EAST ALONG SAID BOUNDARY LINE FOR A DISTANCE OF 492.00 FEET, TO THE TRUE POINT OF BEGINNING.**

FA 371642

CORPORATE WARRANTY DEED

OFFICIAL RECORD BK# 941
BANNOCK COUNTY IDAHO

FEE \$13.00 DEPUTY MEW
RECORDED AT REQUEST OF

FIRST AMERICAN TITLE - POCATELLO OFFICE

21104506 2011 MAR 24 PM 04:32:35
Electronically Recorded by Simplifile

ADVANTAGE PLUS FEDERAL CREDIT UNION

Organized and existing under the laws of the State of IDAHO,

With its principal office at: **2133 E CENTER, POCATELLO, IDAHO 83201**

Grantor, hereby CONVEYS or GRANTS and WARRANTS TO

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL
UNION 449.**



As, grantee

Whose address is: **1537 BALDY AVENUE: POCATELLO, IDAHO 83201**

The following described premises, to-wit:

SEE ATTACHED: EXHIBIT "A"

LESS AND EXCEPT all oil, gas and minerals, on and under the above reserved property owned by Grantor, if any, which are reserved by Grantor.

SUBJECT to all easements, rights-of-way, protective covenants and mineral reservations of record, if any.

TO HAVE AND TO HOLD same unto Grantee, and unto Grantee's heirs and assigns forever, with all appurtenances thereunto belonging.

GRANTOR does for Grantor and Grantor's heirs, personal representatives, executors and assigns forever hereby covenant with GRANTEE that Grantor is lawfully seized in fee simple of said premises that the premises are free from all encumbrances, unless otherwise noted above; that Grantor has a good right to sell and convey the same as aforesaid; and to forever warrant and defend the title to the said lands against all claims whatever.

WITNESS Grantor (s) hand(s) this the 24th day of March, 2011.



ADVANTAGE PLUS FEDERAL CREDIT UNION
By: **Jarod Brown, Vice President of Lending**

State of Idaho

County of Bannock

I, Tracy Christensen, a notary public, do hereby certify that on this 24th day of March, 2011, personally appeared before me **Jarod Brown** who, being by me first duly sworn, declared that he is the **Vice President of Lending** of **ADVANTAGE PLUS FEDERAL CREDIT UNION** and that he signed the foregoing document as **Vice President of Lending** of the **CREDIT UNION** and that the statements therein contained are true.

WITNESS MY HAND AND OFFICIAL SEAL

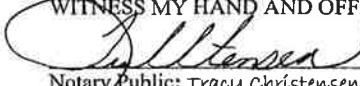

Notary Public: Tracy Christensen
Residing in: Pocatello, Idaho
Commission Expires: 11-3-2015





Exhibit "A"

Real property in the County of Bannock, State of Idaho, described as follows:

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 7 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 7 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, THE SAME BEING NORTH 00°17'59" EAST A DISTANCE OF 2600.29 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION 21, BASIS OF BEARINGS; THENCE NORTH 89°40'23" WEST ALONG THE NORTHERLY BOUNDARY LINE OF SAID SECTION 21 FOR A DISTANCE OF 500.96 FEET TO A FOUND 5/8" REBAR WITH CAP TAGGED, "GVS, PLS 9169";

THENCE SOUTH 51°22'03" WEST FOR A DISTANCE OF 882.57 FEET TO A FOUND 5/8" REBAR WITH CAP TAGGED, "GVS, PLS 9169" SET ON THE EASTERLY RIGHT OF WAY LINE OF OLD U.S. HIGHWAY 30, THE TRUE POINT OF BEGINNING; THENCE NORTH 51°22'03" EAST FOR A DISTANCE OF 250.00 FEET TO A 5/8" REBAR WITH CAP TAGGED, "GVS, PLS 9169"; THENCE SOUTH 38°37'57" EAST, PARALLEL WITH AND 250.00 FEET PERPENDICULAR DISTANT FROM SAID RIGHT OF WAY LINE, FOR A DISTANCE OF 134.50 FEET TO THE BEGINNING OF A 1495.92 FOOT RADIUS TANGENT CURVE CONCAVE SOUTHWESTERLY;

THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 20°27'05" FOR AN ARC DISTANCE OF 533.96 FEET (CHORD BEARS SOUTH 28°24'24" EAST 531.13 FEET); THENCE SOUTH 71°49'09" WEST FOR A DISTANCE OF 310.00 FEET TO A POINT ON THE AFORE SAID RIGHT OF WAY LINE, THE SAME BEING A POINT ON A 1185.92 FOOT RADIUS NONTANGENT CURVE WHOSE CENTER BEARS SOUTH 71°49'09" WEST; THENCE ALONG SAID RIGHT OF WAY LINE FOR THE FOLLOWING FOUR (4) COURSES:

(1) THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 14°21'17" FOR AN ARC DISTANCE OF 297.12 FEET, THE SAME BEING CENTER LINE STATION 120+00 (CHORD BEARS NORTH 25°21'30" WEST 296.34 FEET)

(2) THENCE NORTH 57°27'52" EAST FOR A DISTANCE OF 60.00 FEET TO THE BEGINNING OF A 1245.92 FOOT RADIUS NONTANGENT CURVE CONCAVE WHOSE CENTER BEARS SOUTH 57°27'52" WEST;

(3) THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 06°05'48" FOR AN ARC DISTANCE OF 132.58 FEET TO THE POINT OF TANGENCY, THE SAME BEING CENTER LINE STATION 121+21.93 (CHORD BEARS NORTH 35°35'02" WEST 132.51 FEET); THENCE NORTH 38°37'57" WEST FOR A DISTANCE OF 134.50 FEET TO THE TRUE POINT OF BEGINNING.

4-1
WARRANTY DEED

20517724

Order No. 9910510714

FOR VALUE RECEIVED

James Athan Katsilometes, an unmarried person, Nancy Jane Katsilometes, an unmarried person,
John Davis Katsilometes, a married person, sole and separate property

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

Jd Baretti, an unmarried person, Robert W. Battencourt, an unmarried person, W. Paul Evans and
Katbi I. Evans, Husband and Wife

whose current address is

175 Spring View Soda Springs, ID 83276

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

A parcel of land located in the Northwest quarter of the Northeast quarter and in the East half of
the Northeast quarter of Section 21, Township 7 South, Range 35 East, Boise Meridian, Bannock
County, Idaho, more particularly described as follows:

Beginning at the Northeast corner of Section 21, Township 7 South, Range 35 East, Boise Meridian,
Bannock County, Idaho, the same being North 00°17'59" East a distance of 2600.29 feet from the
East quarter corner of said Section 21, basis of bearings; Thence North 89°40'23" West along the
Northerly boundary line of said Section 21 for a distance of 500.96 feet to a 5/8" rebar with cap
tagged, "QVS, PLS 9169", the TRUE POINT OF BEGINNING;
Thence South 51°22'03" West for a distance of 882.57 feet to a point on the Easterly right-of-way
line of old U.S. Highway 30;

Thence along said right-of-way line for the following three (3) courses:

1. Thence North 38°37'57" West for a distance of 243.56 feet, the same being center line
station 125+00;
2. Thence South 51°22'03" West for a distance of 60.00 feet;
3. Thence North 38°37'57" West for a distance of 65.79 feet to the Southerly corner of the
lands described in that Warranty Deed Instrument No. 20424544 as recorded in the official
records of Bannock County, Idaho;

Thence North 51°22'03" East along the Southeasterly boundary line of said lands for a distance of
568.00 feet to a point on the Northerly boundary line of said Section 21;
Thence South 89°40'23" East along said boundary line for a distance of 492.00 feet to the TRUE
POINT OF BEGINNING.

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

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: 8/23/2005

[Signature]
Nancy Jane Katsilometes
[Signature]
James Athan Katsilometes
[Signature]
John Davis Katsilometes

James
Smith

4-2

20517724

WARRANTY DEED

Order No.:3010510714

FOR VALUE RECEIVED

James Athan Katsilometes, an unmarried person, Nancy Jane Katsilometes, an unmarried person,
John Davis Katsilometes, a married person, sole and separate property

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

Jo Barlett, an unmarried person, Robert W. Bettencourt, an unmarried person, W. Paul Evans and
Kathi I. Evans, Husband and Wife

whose current address is

175 Spring View Soda Springs, ID 83276

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

A parcel of land located in the Northwest quarter of the Northeast quarter and in the East half of
the Northeast quarter of Section 21, Township 7 South, Range 35 East, Boise Meridian, Bannock
County, Idaho, more particularly described as follows:

Beginning at the Northeast corner of Section 21, Township 7 South, Range 35 East, Boise Meridian,
Bannock County, Idaho, the same being North 00°17'59" East a distance of 2600.29 feet from the
East quarter corner of said Section 21, basis of bearings; Thence North 89°40'23" West along the
Northerly boundary line of said Section 21 for a distance of 500.96 feet to a 5/8" rebar with cap
tagged, "GVS, PLS 9169", the TRUE POINT OF BEGINNING;
Thence South 51°22'03" West for a distance of 882.57 feet to a point on the Easterly right-of-way
line of old U.S. Highway 30;
Thence along said right-of-way line for the following three (3) courses:

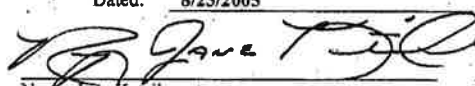
1. Thence North 38°37'57" West for a distance of 243.56 feet, the same being center line
station 125+00;
2. Thence South 51°22'03" West for a distance of 60.00 feet;
3. Thence North 38°37'57" West for a distance of 65.79 feet to the Southerly corner of the
lands described in that Warranty Deed Instrument No. 20424544 as recorded in the official
records of Bannock County, Idaho;

Thence North 51°22'03" East along the Southeasterly boundary line of said lands for a distance of
560.00 feet to a point on the Northerly boundary line of said Section 21;
Thence South 89°40'23" East along said boundary line for a distance of 492.00 feet to the TRUE
POINT OF BEGINNING.

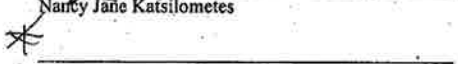
TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns
forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in
fee simple of said premises; that they are free from all encumbrances Except: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

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: 8/23/2005


Nancy Jane Katsilometes


James Athan Katsilometes


John Davis Katsilometes

4-3

20517724

State of Idaho

County of Bannock

On this 23rd day of August, in the year 2005, before me, a Notary Public in and for said state, personally appeared James Allan Katsilomates and Nancy Jane Katsilomates, known or identified to me to be the persons whose names is 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 first above written.

[Signature]
Notary Public for the State of Idaho
Residing at Pocatello
Commission Expires 3/3/2011

MELINDA A. MARINELLI
NOTARY PUBLIC
STATE OF IDAHO

MICHIGAN
STATE OF MICHIGAN, COUNTY OF

On the day of AUGUST, 2005

before me a Notary Public in and for said State, personally appeared

JOHN DAVIS KATSILOMATES

known to me to be the person whose name

subscribed to the within instrument, and acknowledged to me that

HE executed the same.

[Signature]
Notary Public

Residing at Marquette

Comm. Expires 5-1-2007

UNG 6443

KATHLEEN M. ELIASON
NOTARY PUBLIC - MICHIGAN
MARQUETTE COUNTY
MY COMMISSION EXPIRES MAY 1, 2007

20517724

RECORDED AT REQUEST OF

FEE 12.00 DEPUTY *mw*

ALLIANCE TITLE & ESCROW

2005 AUG 25 PM 2 54

OFFICIAL RECORD BK# 872

RECORDER

BANNOCK COUNTY IDAHO

TOTAL P. 10

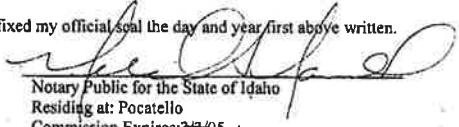
4-4

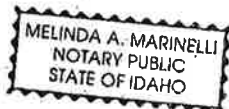
20517724

State of Idaho }
County of Bannock } ss.

On this 23rd day of August, in the year 2005, before me, a Notary Public in and for said state, personally appeared James Athan Katsilometes and Nancy Jane Katsilometes, known or identified to me to be the person whose name is 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 first above written.


Notary Public for the State of Idaho
Residing at: Pocatello
Commission Expires: 3/3/05
3/3/2011



MICHIGAN
STATE OF MICHIGAN, COUNTY OF

On this day of AUGUST, 2005,
before me, a Notary Public in and for said State, personally appeared

JOHN DAVIS KATSILOMETES,

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

Notary Public,
Residing at
Comm. Expires
LITHO 0-0623

Idaho
MICHIGAN

QUITCLAIM DEED

20600339

For Value Received

J. Davis Katsilometes, Personal Representative of the Estate of Margaret Anne Katsilometes, deceased, does hereby remise, release and forever quit claim unto John Davis Katsilometes, James Athan Katsilometes, and Nancy Jane Katsilometes, all of the rights title and interest of the said estate in and to the following described real property situated in the County of Bannock, State of Idaho to wit:

20600512

whose current address is

John Davis Katsilometes
20573 Morar Circle
Strongsville, Ohio 44149

James Athan Katsilometes
3555 Poleline Road
Unit 16
Pocatello, Idaho 83201

Nancy Jane Katsilometes
7641 W. Vasilious Place
Pocatello, Idaho 83204

An undivided one third (1/3) interest in the following described parcel of property located in Bannock County, Idaho:

A parcel of land located in the Northeast quarter of the Northeast quarter of Section 21, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, more particularly described as follows:

Beginning at the Northeast corner of Section 21, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, the same being North 00°17'59" East a distance of 2500.29 feet from the East quarter corner of said Section 21, basis of bearings; Thence North 89°40'23" West along the northerly boundary line of said Section 21 for a distance of 500.96 feet to a found 5/8" rebar with cap tagged, "GVS, PLS 9169"; Thence South 51°22'03" West for a distance of 882.57 feet to a found 5/8" rebar with cap tagged, "GVS, PLS 9169" set on the easterly right-of-way line of old U. S. Highway 30, the True Point of Beginning;

Thence North 51°22'03" East for a distance of 250.00 feet to a 5/8" rebar with cap tagged, "GVS, PLS 9169";

Thence South 38°37'57" East, parallel with and 250.00 feet perpendicular distant from said right-of-way line, for a distance of 134.50 feet to the beginning of a 1495.92 foot radius tangent curve concave southwesterly;

Thence southeasterly along said curve to the right through a central angle of 20°27'05" for an arc distance of 533.95 feet (Chord bears S 28°24'24" E 531.13 feet);

Thence South 71°49'09" West for a distance of 310.00 feet to a point on the afore said right-of-way line, the same being a point on a 1185.92 foot radius nontangent curve whose center bears South 71°49'09" West;

Thence along said right-of-way line for the following four (4) courses:

(1) Thence northwesterly along said curve to the left through a central angle of 14°21'17" for an arc distance of 297.12 feet, the same being center line station 120+00 (Chord bears N 25°21'30" W 296.34');

(2) Thence North 57°27'52" East for a distance of 80.00 feet to the beginning of a 1245.92 foot radius nontangent curve concave whose center bears South 57°27'52" West;

(3) Thence northwesterly along said curve to the left through a central angle of 06°05'48" for an arc distance of 132.58 feet to the point of tangency, the same being center line station 121+21.93 (Chord bears North 35°35'02" West 132.51');

Thence North 38°37'57" West for a distance of 134.50 feet to the True Point of Beginning.

Contains 4.0 acres of land.

together with their appurtenances.

Dated: 1/3/06

J. DAVIS KATSILOMETES

[Signature]

STATE OF IDAHO, COUNTY OF BANNOCK
On this 3rd day of January, 2006,
before me, a notary public in and for said State, personally
appeared J. DAVIS KATSILOMETES
as Personal Representative of the Estate
of Margaret Anne Katsilometes, Deceased

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

[Signature]
Notary Public

Residing at Cleveland, OH
Comm. Expires

LUCKIE E. RINDFLEISCH

Notary Public, State of Ohio
Wayne County

My Commission Expires May 21, 2008

Furnished by the

ALLIANCE
TITLE & ESCROW CORP.

20600512
ALLIANCE TITLE & ESCROW
RECORDED AT REQUEST OF
FEE 3.00 DEPUTY BP

206 JAN 10 PM 3 02
OFFICIAL RECORD BK# 879
RECORDER
BANNOCK COUNTY IDAHO

20600339
RECORDED AT REQUEST OF
JAMES ATHAN KATSILOMETES
FEE 3.00 DEPUTY BP

206 JAN 9 AM 8 10
OFFICIAL RECORD BK# 879
RECORDER
BANNOCK COUNTY IDAHO

4-1

20612979

WARRANTY DEED

For Value Received

Jo Barlett, an unmarried person, Robert W. Bettencourt, an unmarried person, W. Paul Evans and Kathi I. Evans, husband and wife,

the grantors, of Soda Springs, Idaho, do hereby grant, bargain, sell and convey unto

Paintball Airsoft Super Store, LLC, an Idaho Limited Liability Company

the grantees, of 8450 South 5th Avenue, Pocatello, Idaho 83204, the following described premises located in Bannock County, Idaho, to-wit:

A parcel of land located in the Northwest quarter of the Northeast quarter and in the East half of the Northeast quarter of Section 21, Township 7 South, Range 35 East of the Boise Meridian, Bannock County Idaho, more particularly described as follows:

Beginning at the Northeast corner of Section 21, Township 7 South Range 35 East of the Boise Meridian, Bannock County, Idaho, the same being North 00°17'59" East a distance of 2600.29 feet from the East quarter corner of said Section 21, basis of bearings; thence North 89°40'23" West along the Northerly boundary line of said Section 21 for a distance of 500.96 feet to a 5/8" rebar with cap tagged, "GVS, PLS 9169", the True Point of Beginning;

thence South 51°22'03" West for a distance of 882.57 feet to a point on the Easterly right-of-way line of old U.S. Highway 30; thence along said right-of-way line for the following three (3) courses:

- (1) thence North 38°37'57" West for a distance of 243.56 feet, the same being center line station 125+00;
- (2) thence South 51°22'03" West for a distance of 60.00 feet;
- (3) thence North 38°37'57" West for a distance of 65.79 feet to the Southerly corner of the lands described in that Warranty Deed, Instrument No. 20424544 as recorded in the official records of Bannock County, Idaho;

thence North 51°22'03" East along the Southeasterly boundary line of said lands for a distance of 560.00 feet to a point on the Northerly boundary line of said Section 21;

thence South 89°40'23" East along said boundary line for a distance of 492.00 feet, to the True Point of Beginning.

4-2

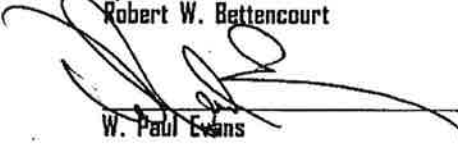
20612979

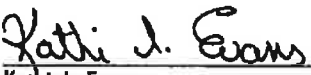
TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises; that said premises are free from all encumbrances and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

Dated: May 15, 2006


Jo Barlett


Robert W. Bettencourt


W. Paul Evans


Kathi I. Evans

STATE OF IDAHO)
: ss.
County of Caribou)

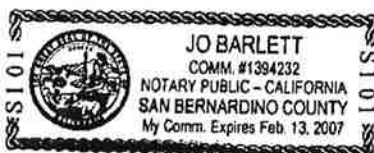
On this 16th day of May, 2006, before me the undersigned, a notary public in and for said County and State, personally appeared Jo Barlett, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

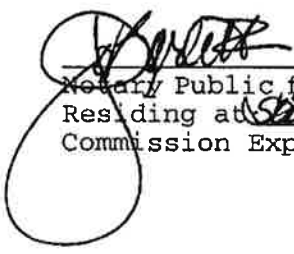
CARLA HALE
NOTARY PUBLIC
STATE OF IDAHO


Notary Public for the State of Idaho
Residing at: Soda Springs, Idaho
Commission expires: 9/3/2008

STATE OF CALIFORNIA)
County of SAN BERNARDINO)^{ss}

On this 16th day of May, 2006, before me, the undersigned, a notary public in and for said County and State, personally appeared Robert W. Bettencourt, 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 for the State of CALIF.
Residing at SODA SPRINGS, ID
Commission Expires: 2-13-2007

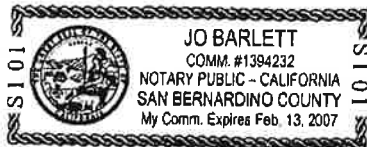
20612979

4-3

STATE OF CALIFORNIA

County of SAN BERNARDINO^{SS}

On this 16th day of May, 2006, before me, the undersigned, a notary public in and for said County and State, personally appeared W. Paul Evans, 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.

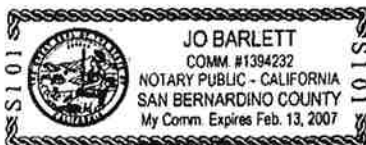


[Signature]
Notary Public for the State of CALIF.
Residing at IDAHO SPRINGS, ID
Commission Expires 2-13-07

STATE OF CALIFORNIA

County of SAN BERNARDINO^{SS}

On this 16th day of May, 2006, before me, the undersigned, a notary public in and for said County and State, personally appeared Kathi I. Evans, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.



[Signature]
Notary Public for the State of CALIF.
Residing at IDAHO SPRINGS, ID
Commission Expires 2-13-07

20612979

Jo Barlett

RECORDED AT REQUEST OF

FEE 12 DEPUTY M

2006 JUN 19 PM 3 30

OFFICIAL RECORD BK# 884

RECORDER

BANNOCK COUNTY IDAHO

GEM
VALLEY
SURVEY

1930 IVINS ROAD
BANCROFT, ID 83217
208-425-8035

4-4

232-6224 1st Amendment

20612979

**LEGAL DESCRIPTION
JAMES KATSILOMETES
5.0 ACRE PARCEL**

A parcel of land located in the Northwest quarter of the Northeast quarter and in the east half of the northeast quarter of Section 21, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, more particularly described as follows:

Beginning at the Northeast corner of Section 21, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, the same being North $00^{\circ}17'59''$ East a distance of 2600.29 feet from the East quarter corner of said Section 21, basis of bearings; Thence North $89^{\circ}40'23''$ West along the northerly boundary line of said Section 21 for a distance of 500.96 feet to a $5/8$ " rebar with cap tagged, "GVS, PLS 9169", the True Point of Beginning;
Thence South $51^{\circ}22'03''$ West for a distance of 882.57 feet to a point on the easterly right-of-way line of old U. S. Highway 30;
Thence along said right-of-way line for the following three (3) courses:
(1) Thence North $38^{\circ}37'57''$ West for a distance of 243.56 feet, the same being center line station 125+00;
(2) Thence South $51^{\circ}22'03''$ West for a distance of 60.00 feet;
(3) Thence North $38^{\circ}37'57''$ West for a distance of 65.79 feet to the southerly corner of the lands described in that Warranty Deed Instrument No. 20424544 as recorded in the official records of Bannock county, Idaho;
Thence North $51^{\circ}22'03''$ East along the southeasterly boundary line of said lands for a distance of 560.00 feet to a point on the northerly boundary line of said Section 21;
Thence South $89^{\circ}40'23''$ East along said boundary line for a distance of 492.00 feet to the True Point of Beginning.

Contains 5.0 acres of land.



James Katsilometes
21 April, 2005
Job NO. 205025

6-1

20620680

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
2240 East Center
Pocatello, ID 83201

20620680
FIRST AMERICAN TITLE
RECORDED AT REQUEST OF
FEE 18 DEPUTY M

2006 SEP 13 PM 1 46
OFFICIAL RECORD BK# 887
RECORDER
BANNOCK COUNTY IDAHO

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: 179863-P (jb)

Date: September 07, 2006

* **
For Value Received, John Davis Katsilometes, James Athan Katsilometes and Nancy Jane Katsilometes, as to an undivided one third (1/3) interest, ~~as to Parcel 1~~

*a married man as his sole & separate; **an unmarried man; ***an unmarried woman
Paintball Airsoft Super Store, LLC, an Idaho Limited Liability Company, ~~as to Parcel 1~~,
hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto Paintball Airsoft Super Store, LLC, an Idaho Limited Liability Company, ~~as to Parcel 1~~, hereinafter called the Grantee, whose current address is 8450 South Fifth Avenue, Pocatello, ID 83201, the following described premises, situated in Bannock County, Idaho, to-wit:

Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.

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

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

John Davis Katsilometes

Nancy Jane Katsilometes

James Athan Katsilometes

By *[Signature]*
Power of Attorney

6-6

RECORDING REQUESTED BY
First American Title Company

20620680

AND WHEN RECORDED MAIL TO:
First American Title Company
2240 East Center
Pocatello, ID 83201

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: 179863-P (jb)

Date: September 07, 2006

For Value Received, John Davis Katsilometes, James Athan Katsilometes and Nancy Jane Katsilometes, as to an undivided one third (1/3) interest, ~~XXXX XXXX~~

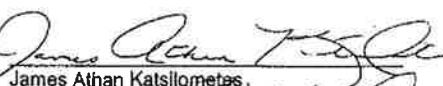
Paintball Airsoft Super Store, LLC, an Idaho Limited Liability Company, ~~XXXX XXXX~~
hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto Paintball Airsoft Super Store, LLC, an Idaho Limited Liability Company ~~XXXX XXXX~~, hereinafter called the Grantee, whose current address is 8450 South Fifth Avenue, Pocatello, ID 83201, the following described premises, situated in Bannock County, Idaho, to-wit:

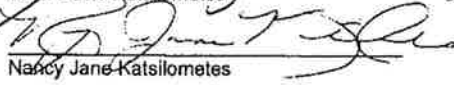
Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.

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

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


John Davis Katsilometes


James Athan Katsilometes


Nancy Jane Katsilometes


Power of Attorney

STATE OF ~~Idaho~~ Ohio)
COUNTY OF ~~Bannock~~ Cuyahoga ss.

On this 8th day of Sept. 2006, before me, a Notary Public in and for said State, personally appeared ~~John Davis Katsilometes and James Athan Katsilometes and Nancy Jane Katsilometes~~ John Davis Katsilometes, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

20620680

Lucille E. Rindfleisch

Notary Public for the State of ~~Idaho~~ OHIO

Residing at: Cleveland, OH

My Commission Expires: _____

LUCILLE E. RINDFLEISCH
Notary Public, State of Ohio
Wayne County
My Commission Expires May 21, 2009

STATE OF Idaho)
)
COUNTY OF Bannock)

6-4

20620680

On this 9-8-06, before me, a Notary Public in and for said State, personally appeared ~~John Davis Katsilometes~~ and ~~James Athan Katsilometes~~ and ~~Nancy Jane Katsilometes~~, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Rhonda Andersen
Notary Public for the State of Idaho
Residing at: Paradise
My Commission Expires: 8/27/07

20620680

ACKNOWLEDGEMENT/ATTORNEY-IN-FACT

STATE OF Idaho)
ss.
COUNTY OF Bannock)

On this **9-8-2006**, before me, a Notary Public in and for said State, personally appeared **Nancy Jane Katsilometes**, known or identified to me to be the person(s) whose name(s) is subscribed to the within Instrument as the attorney in fact of **James Athan Katsilometes**, and acknowledged to me that he/she subscribed the name of **Nancy Jane Katsilometes** thereto as principal, and her own name as attorney in fact.




Notary Public of Idaho
Residing at: Pocatello, Id.
Commission Expires: 8-27-2007

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 7 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 7 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, THE SAME BEING NORTH $00^{\circ}17'59''$ EAST A DISTANCE OF 2600.29 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION 21, BASIS OF BEARINGS; THENCE NORTH $89^{\circ}40'23''$ WEST ALONG THE NORTHERLY BOUNDARY LINE OF SAID SECTION 21 FOR A DISTANCE OF 500.96 FEET TO A FOUND 5/8" REBAR WITH CAP TAGGED, "GVS, PLS 9169";

THENCE SOUTH $51^{\circ}22'03''$ WEST FOR A DISTANCE OF 882.57 FEET TO A FOUND 5/8" REBAR WITH CAP TAGGED, "GVS, PLS 9169" SET ON THE EASTERLY RIGHT OF WAY LINE OF OLD U.S. HIGHWAY 30, THE TRUE POINT OF BEGINNING; THENCE NORTH $51^{\circ}22'03''$ EAST FOR A DISTANCE OF 250.00 FEET TO A 5/8" REBAR WITH CAP TAGGED, "GVS, PLS 9169"; THENCE SOUTH $38^{\circ}37'57''$ EAST, PARALLEL WITH AND 250.00 FEET PERPENDICULAR DISTANT FROM SAID RIGHT OF WAY LINE, FOR A DISTANCE OF 134.50 FEET TO THE BEGINNING OF A 1495.92 FOOT RADIUS TANGENT CURVE CONCAVE SOUTHWESTERLY;

THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF $20^{\circ}27'05''$ FOR AN ARC DISTANCE OF 533.96 FEET (CHORD BEARS SOUTH $28^{\circ}24'24''$ EAST 531.13 FEET); THENCE SOUTH $71^{\circ}49'09''$ WEST FOR A DISTANCE OF 310.00 FEET TO A POINT ON THE AFORE SAID RIGHT OF WAY LINE, THE SAME BEING A POINT ON A 1185.92 FOOT RADIUS NONTANGENT CURVE WHOSE CENTER BEARS SOUTH $71^{\circ}49'09''$ WEST; THENCE ALONG SAID RIGHT OF WAY LINE FOR THE FOLLOWING FOUR (4) COURSES:

(1) THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF $14^{\circ}21'17''$ FOR AN ARC DISTANCE OF 297.12 FEET, THE SAME BEING CENTER LINE STATION 120+00 (CHORD BEARS NORTH $25^{\circ}21'30''$ WEST 296.34 FEET)

(2) THENCE NORTH $57^{\circ}27'52''$ EAST FOR A DISTANCE OF 60.00 FEET TO THE BEGINNING OF A 1245.92 FOOT RADIUS NONTANGENT CURVE CONCAVE WHOSE CENTER BEARS SOUTH $57^{\circ}27'52''$ WEST;

(3) THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF $06^{\circ}05'48''$ FOR AN ARC DISTANCE OF 132.58 FEET TO THE POINT OF TANGENCY, THE SAME BEING CENTER LINE STATION 121+21.93 (CHORD BEARS NORTH $35^{\circ}35'02''$ WEST 132.51 FEET); THENCE NORTH $38^{\circ}37'57''$ WEST FOR A DISTANCE OF 134.50 FEET TO THE TRUE POINT OF BEGINNING.

THIS INSTRUMENT FILED FOR RECORD BY
ALLIANCE TITLE AND ESCROW AS AN
ACCOMMODATION ONLY. IT HAS NOT BEEN
EXAMINED AS TO ITS EXECUTION OR AS TO ITS
EFFECT UPON THE TITLE.

**DEED IN LIEU OF FORECLOSURE
AND
ESTOPPEL AFFIDAVIT**

OFFICIAL RECORD BOOK 930
BANNOCK COUNTY IDAHO

FEE \$27.00 DEPUTY DG
RECORDED AT REQUEST OF

ALLIANCE TITLE - POCATELLO

21005247

2010 APR 01 PM 03:25:00

Electronically Recorded by Simplifile

Date

This deed in lieu of foreclosure and estoppel affidavit is executed the 31st day of March, 2010.

Parties

1. Grantor: Paintball Airsoft Super Store, LLC, d/b/a The Pass, whose address is 8450 S. 5th Avenue, Pocatello, Idaho, 83204; and
2. Grantee: Advantage Plus Federal Credit Union, whose address is 555 North 5th Avenue, Pocatello, Idaho 83201.

Consideration

3. The consideration for this deed in lieu of foreclosure is the release of all debts and obligations previously existing under the terms of the deeds of trust recorded as Bannock County, Idaho, recorder's instrument numbers 20617819, 20620681 and 20620682. This deed completely satisfies the obligations underlying the deeds of trust evidenced by a promissory note from the Grantor, signed on the same day. It is acknowledged by both parties that the debt and the subject property are of approximately equal value. Further, upon the execution of this document, Grantee shall pay to Grantor \$5,000.00 in consideration for this conveyance.

Grant

4. For the stated consideration and other valuable consideration, receipt and sufficiency of which are acknowledged, Grantor grants, conveys, and transfers the property described below to Grantee.

Property

5. The property subject of this deed in lieu of foreclosure is:

Please see the attached legal descriptions, labeled as Exhibits A and B.

Encumbrances

6. Grantee acknowledges the property that is the subject of this deed in lieu of foreclosure is subject to certain encumbrances as delineated in Exhibit C. Further, Grantee acknowledges that the subject property, as conveyed to Grantee, is subject to the encumbrances as delineated in Exhibit C. Grantee understands and agrees that Grantee will pay all, if any, taxes associated with the subject property subsequent to this conveyance.

Warranties

7. Grantor warrants as follows:
- a. Grantor is currently the owner of the Property.
 - b. Grantor has good right to convey the Property.
 - c. The property described in this deed is free from all encumbrances, except as otherwise specified in Exhibit C.

Estoppel Affidavit

8. To induce the Grantee to accept this conveyance in consideration of full satisfaction of the Grantor's indebtedness to the Grantee, Grantor, first being duly sworn, upon oath states:

- a. This deed in lieu of foreclosure is an absolute conveyance in effect as well as form and is not intended as a transfer for security in any way.
- b. Possession of the premises will be delivered to Grantee after the recording of this instrument on or before April 20, 2010..
- c. The transfer is made as the result of the Grantor's request that the Grantee accept this deed and is Grantor's free and voluntary act.
- d. At the time this deed is executed, the Grantor believes the fair market value of the property is substantially equal to the indebtedness secured by the deed of trust.
- e. At the time of the conveyance no other party has a legally binding interest in the premises, except those specified herein at Exhibit C.
- f. The Grantor is insolvent.
- g. Grantor is not acting under misapprehension as to the effect of this document nor under the duress, fraud, undue influence, or misrepresentation of the Grantee or any party representing the Grantee.
- h. Grantor is represented by counsel or has had opportunity to obtain the full benefit of counsel's advice relating to this transaction.
- i. It is Grantor's intention to convey and by the foregoing deed conveys all right title and interest in the property absolutely to the Grantee.

Miscellaneous

9. The parties acknowledge that Grantor has four (4) weeks from the date of the execution of this document to remove all personal property from the premises of the subject property.

10. This deed binds the Grantor, its heirs, successors, and assigns and inures to the benefit of the Grantee, its heirs, successors, and assigns.

Acceptance

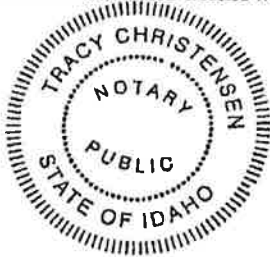
Advantage Plus Federal Credit Union hereby acknowledges this Deed in Lieu of Foreclosure, and accepts the terms provided herein by signing below.


 Jarod Brown
 Advantage Plus Federal Credit Union

3-31-10
 Date

State of Idaho)
 :SS
 County of Bannock)

On this 31 day of March, in the year 2010, before me the undersigned, a Notary Public in and for said State, personally appeared March of Advantage Plus Federal Credit Union, known or identified to me as a representative of Advantage Plus Federal Credit Union, a Credit Union registered in the State of Idaho and a party to the attached Agreement executed on this date and acknowledged to me that such Credit Union executed the same.




 Notary Public for Idaho
 Residing at: PO BOX 119 IDAHO
 My Commission Expires: 11-3-15

H:\WDOX\CLIENTS\0429\0058\00032066.DOC

EXHIBIT A

REAL PROPERTY LOCATED IN BANNOCK COUNTY, POCA TELLO, IDAHO, 83204

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 7 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 7 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, THE SAME BEING NORTH $00^{\circ}17'59''$ EAST A DISTANCE OF 2600.29 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION 21, BASIS OF BEARINGS; THENCE NORTH $89^{\circ}40'23''$ WEST ALONG THE NORTHERLY BOUNDARY LINE OF SAID SECTION 21 FOR A DISTANCE OF 500.96 FEET TO A FOUND $5/8''$ REBAR WITH CAP TAGGED, "GVS, PLS 9169";

THENCE SOUTH $51^{\circ}22'03''$ WEST FOR A DISTANCE OF 882.57 FEET TO A FOUND $5/8''$ REBAR WITH CAP TAGGED, "GVS, PLS 9169" SET ON THE EASTERLY RIGHT OF WAY LINE OF OLD U.S. HIGHWAY 30, THE TRUE POINT OF BEGINNING; THENCE NORTH $51^{\circ}22'03''$ EAST FOR A DISTANCE OF 250.00 FEET TO A $5/8''$ REBAR WITH CAP TAGGED, "GVS, PLS 9169"; THENCE SOUTH $38^{\circ}37'57''$ EAST, PARALLEL WITH AND 250.00 FEET PERPENDICULAR DISTANT FROM SAID RIGHT OF WAY LINE, FOR A DISTANCE OF 134.50 FEET TO THE BEGINNING OF A 1495.92 FOOT RADIUS TANGENT CURVE CONCAVE SOUTHWESTERLY;

THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF $20^{\circ}27'05''$ FOR AN ARC DISTANCE OF 533.96 FEET (CHORD BEARS SOUTH $28^{\circ}24'24''$ EAST 531.13 FEET); THENCE SOUTH $71^{\circ}49'09''$ WEST FOR A DISTANCE OF 310.00 FEET TO A POINT ON THE AFORE SAID RIGHT OF WAY LINE, THE SAME BEING A POINT ON A 1185.92 FOOT RADIUS NONTANGENT CURVE WHOSE CENTER BEARS SOUTH $71^{\circ}49'09''$ WEST; THENCE ALONG SAID RIGHT OF WAY LINE FOR THE FOLLOWING FOUR (4) COURSES:

(1) THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF $14^{\circ}21'17''$ FOR AN ARC DISTANCE OF 297.12 FEET, THE SAME BEING CENTER LINE STATION 120+00 (CHORD BEARS NORTH $25^{\circ}21'30''$ WEST 296.34 FEET)

(2) THENCE NORTH $57^{\circ}27'52''$ EAST FOR A DISTANCE OF 60.00 FEET TO THE BEGINNING OF A 1245.92 FOOT RADIUS NONTANGENT CURVE CONCAVE WHOSE CENTER BEARS SOUTH $57^{\circ}27'52''$ WEST;

(3) THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF $06^{\circ}05'48''$ FOR AN ARC DISTANCE OF 132.58 FEET TO THE POINT OF TANGENCY, THE SAME BEING CENTER LINE STATION 121+21.93 (CHORD BEARS NORTH $35^{\circ}35'02''$ WEST 132.51 FEET); THENCE NORTH $38^{\circ}37'57''$ WEST FOR A DISTANCE OF 134.50 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT B

LEGAL DESCRIPTION:

Real property in the County of Bannock, State of Idaho, described as follows:

PARCEL 2:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 7 SOUTH, RANGE 35 EAST OF THE BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 7 SOUTH, RANGE 35 EAST OF THE BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, THE SAME BEING NORTH $00^{\circ}17'59''$ EAST A DISTANCE OF 2600.29 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 21, BASIS OF BEARINGS; THENCE NORTH $89^{\circ}40'23''$ WEST ALONG THE NORTHERLY BOUNDARY LINE OF SAID SECTION 21 FOR A DISTANCE OF 500.96 FEET TO A $5/8$ " REBAR WITH CAP TAGGED, "GVS, PLS 9169", THE TRUE POINT OF BEGINNING; THENCE SOUTH $51^{\circ}22'03''$ WEST FOR A DISTANCE OF 882.57 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF OLD HIGHWAY 30; THENCE ALONG SAID RIGHT-OF-WAY LINE FOR THE FOLLOWING THREE (3) COURSES:

- (1) THENCE NORTH $38^{\circ}37'57''$ WEST FOR A DISTANCE OF 243.56 FEET, THE SAME BEING CENTER LINE STATION 125+00;
- (2) THENCE SOUTH $51^{\circ}22'03''$ WEST FOR A DISTANCE OF 60.00 FEET;
- (3) THENCE NORTH $38^{\circ}37'57''$ WEST FOR A DISTANCE OF 65.79 FEET TO THE SOUTHERLY CORNER OF THE LANDS DESCRIBED IN THAT WARRANTY DEED, INSTRUMENT NO. 20424544 AS RECORDED IN THE OFFICIAL RECORDS OF BANNOCK COUNTY, IDAHO; THENCE NORTH $51^{\circ}22'03''$ EAST ALONG THE SOUTHEASTERLY BOUNDARY LINE OF SAID LANDS FOR A DISTANCE OF 560.00 FEET TO A POINT ON THE NORTHERLY BOUNDARY LINE OF SAID SECTION 21; THENCE SOUTH $89^{\circ}40'23''$ EAST ALONG SAID BOUNDARY LINE FOR A DISTANCE OF 492.00 FEET, TO THE TRUE POINT OF BEGINNING.

The property is located in Bannock County at 8450 S. 5th Avenue, Pocatello, Idaho 83204.

Exhibit C



"Deed and Encumbrance Report"

Effective Date: 3/18/2010 at 7:30 am

Important Notice: This is not an insurance product. Please review the enclosed Contractual Limitation of Liability carefully.

Alliance Title & Escrow Issuing Office:

\$85.00

2350 Via Caporatti Drive
P.O. Box 1176
Pocatello, ID 83201

Prepared for: Echohawk Law
505 Pershing
Pocatello, ID 83205-6119
Attn: Eileen McGovern

D & E Report No: 30110179411DE

Your Ref No.:

Subject Property Address: 8450 S. 5th Avenue, Pocatello, ID 83201
Legal Description: Parcel 2:

A parcel of land located in the Northwest ¼ of the Northeast ¼ and in the East ½ of the Northeast ¼ of Section 21, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, more particularly described as follows:

BEGINNING at the Northeast corner of Section 21, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, the same being North 00°17'59" East, a distance of 2600.29 feet from the East ¼ corner of said Section 21, basis of bearing;
Thence North 89°40'23" West, along the Northerly boundary line of said Section 21, for a distance of 500.96 feet to a 5/8" rebar with cap tagged, "GVS, PLS 9169", the TRUE POINT OF BEGINNING;

Thence South 51°22'03" West, for a distance of 882.57 feet to a point on the Easterly right of way line of Old U.S. Highway 30;

Thence along said right of way line for the following (3) courses:

- (1) Thence North 38°37'57" West, for a distance of 243.56 feet, the same being center line station 125+00;
- (2) Thence South 51°22'03" West, for a distance of 60.00 feet;
- (3) Thence North 38°37'57" West, for a distance of 65.79 feet to the Southerly corner of the lands described in that Warranty Deed Instrument No. 20424544 as recorded in the official records of Bannock County, Idaho;

Thence North 51°22'03" East along the Southeasterly boundary line of said lands for a distance of 560.00 feet to a point on the Northerly boundary line of said Section 21;

Thence South 89°40'23" East, along said boundary line for a distance of 492.00 feet, to the TRUE POINT OF BEGINNING.

Grantee(s) on the Last Deed purporting to transfer title shown in our records:

Paintball Airsoft Super Store, LLC, an Idaho Limited Liability Company

Deed # 20612979, dated May 16, 2006 recorded June 19, 2006

Encumbrances: (Includes only recorded Mortgages, Deeds of Trust, recorded liens, claims of lien and federal tax liens). Our search is only from the date of the last deed of record purporting to transfer title to the date of this report.

() Exhibit Attached (X) Exhibit not attached

1. A Deed of Trust to secure an indebtedness in the amount shown below and any other obligations secured thereby:
Amount: \$234,000.00.
Trustor/Grantor: Paintball Airsoft Super Store LLC, an Idaho Limited Liability Company.
Trustee: First American Title Company.
Beneficiary: Advantage Plus Federal Credit Union.
Dated: August 10, 2006.
Recorded: August 10, 2006.
Instrument No.: 20617819 of Official Records.
2. A Deed of Trust to secure an indebtedness in the amount shown below and any other obligations secured thereby:
Amount: \$800,000.00.
Trustor/Grantor: Paintball Airsoft Super Store LLC.
Trustee: First American Title Company.
Beneficiary: Advantage Plus Federal Credit Union.
Dated: September 8, 2006.
Recorded: September 13, 2006.
Instrument No.: 20620682 of Official Records.
3. A Judgment for the amount stated below and any other amounts due.
Debtor: Paintball Airsoft Super Store, LLC and Kathi I. Evans.
Creditor: Young Electric Sign Company.
Date entered: November 16, 2009.
Court: Sixth Judicial District Court of Bannock County, Idaho.
Case No: CV-2009-2524-OC.
Amount: \$18,987.25.
Recorded: November 30, 2009.
Instrument/File No. 20925045 of Official Records.

Amended Summary Judgment
Amount: \$ 25,484.33
Recorded: January 20, 2010.
Instrument No.: 21001001 of Official Records.

County Online Tax Information:

Parcel No. R4013029907

Status: 1st ½ delinquent; 2nd ½ not yet due

Amount / Year \$8,282.72 / 2009

County Online Tax Information:
Parcel No. R4013029907
Status: All delinquent
Amount / Year \$8,567.58 / 2008

County Online Tax Information:
Parcel No. R4013029907
Status: All delinquent
Amount / Year \$6,928.26 / 2007

CONTRACTUAL LIMITATION OF LIABILITY

THIS REPORT IS BASED UPON A LIMITED SEARCH OF REAL PROPERTY RECORDS AS SHOWN BY OUR TRACT INDICES OF THE COUNTY RECORDS. -NO EXAMINATION HAS BEEN MADE OF THE RECORDS OF ALLIANCE TITLE & ESCROW CORPORATION MAINTAINED AND INDEXED BY NAME. THIS IS NOT A TITLE OR OWNERSHIP REPORT AND NO EXAMINATION OF THE TITLE OF THE REAL PROPERTY DESCRIBED HEREIN HAS BEEN MADE. THIS REPORT DOES NOT PURPORT TO ASSURE OR GUARANTEE THE CONDITION OF TITLE FOR ANY PURPOSE. FOR THESE REASONS, NO LIABILITY BEYOND THE AMOUNT PAID FOR THIS REPORT IS ASSUMED HEREUNDER, AND ALLIANCE TITLE & ESCROW CORPORATION IS NOT RESPONSIBLE BEYOND THE AMOUNT PAID FOR THE REPORT IN CONNECTION WITH ANY ERRORS AND/OR OMISSIONS CONTAINED HEREIN. NO REPORT, ASSURANCE, GUARANTEE, OR REPRESENTATION IS MADE REGARDING ANY DEED(S) OF TRUST/MORTGAGE(S), LIENS, CLAIM OF LIEN, DEFECTS OR ENCUMBRANCES. IF THE INFORMATION IN THIS REPORT WAS REQUESTED BY REFERENCE TO A STREET ADDRESS, NO ASSURANCES OR GUARANTEES ARE MADE THAT THE AFOREMENTIONED REAL PROPERTY IS THE SAME AS THE ADDRESS PROVIDED TO ALLIANCE TITLE & ESCROW CORPORATION. NO EXAMINATION HAS BEEN MADE WITH RESPECT TO THE IDENTITY OF THE PARTY NAMED IN THE LAST RECORDED INSTRUMENT PURPORTING TO TRANSFER TITLE TO THE AFOREMENTIONED REAL PROPERTY, OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER REFLECTED IN THIS REPORT. ALLIANCE TITLE & ESCROW CORPORATION, AS THE TITLE INSURANCE AGENT FOR CERTAIN UNDERWRITERS AND TITLE INSURANCE COMPANIES, ISSUES TITLE INSURANCE POLICIES TO CUSTOMERS WHO NEED PROTECTION AND ASSURANCES OF STATED AMOUNTS WHICH WOULD BE IN EXCESS OF THE FEE PAID FOR THIS REPORT, AND IF YOU DESIRE SUCH ADDITIONAL PROTECTION, YOU MUST PAY A PREMIUM FOR AND PURCHASE SUCH TITLE INSURANCE. YOU AGREE THAT ALLIANCE TITLE & ESCROW HAS NOT BEEN REQUESTED TO CONDUCT A SEARCH OF TITLE AND UNDERWRITING ANALYSIS THAT WOULD BE THE BASIS OF ASSUMING THE RISK OF A TITLE INSURANCE POLICY, AND FOR THAT REASON, YOU AGREE THAT LIMITING LIABILITY TO THE AMOUNT PAID FOR THIS REPORT IS A REASONABLE AND FAIR ESTIMATE OF DAMAGES FOR ANY ERRORS AND OMISSIONS. FOR FURTHER INFORMATION AS TO THE NATURE, AVAILABILITY AND COST OF ADDITIONAL PROTECTIONS PROVIDED BY TITLE INSURANCE, PLEASE CONTACT YOUR LOCAL REPRESENTATIVE OF ALLIANCE TITLE & ESCROW CORPORATION.

Alliance Title & Escrow Corporation

By: 



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

Phone: (208) 525-7161 • Fax: (208) 525-7177

Website: idwr.idaho.gov • Email: easterninfo@idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

January 18, 2019

East Idaho Electrical Joint Apprenticeship Training Trust TT2
8450 S 5th
Pocatello ID 83204

RE: Change of Ownership for Water Rights 29-13424 was split into 29-13424, 29-14265 and 29-14266

Dear Water Right Holder:

The department acknowledges receipt of correspondence changing ownership and splitting the above referenced water right. The department has modified its records to reflect the changes and has enclosed computer-generated reports for your records.

Your portion of the water right has a specified point of diversion, nature of use and place of use. If you plan on changing any of these, including adding a new point of diversion, then an Application for Transfer on your portion of this right is required. If you do not plan on changing any items on your water right, then no further action is required at this time.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been deliberately abandoned or forfeited through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Sections 42-222 and 42-223, Idaho Code.

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

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

Jonie Barg
Technical Records Specialist

Enclosures

cc: J Davis Katsilometes
Paul G Katsilometes
Thomas Katsilometes
Michael Katsilometes, Rita Wakley & Mary Reinbold
Nancy Katsilometes
Water District 29D