

RECEIVED

MAR 09 2017

DEPARTMENT OF
WATER RESOURCESSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

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

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
13-4102	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Wilson C Moore Cloris L Moore
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Ryan + Shari Phillips
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☒ and/or
- 1670 Rogers Lane Granger ID 83241
Mailing address City State ZIP
- 208-221-0635 _____
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: 6-27-14
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: _____ Title, if applicable _____ Date 3-7-17
Signature of new owner/claimant
- Signature: Shari Phillips _____ Title, if applicable _____ Date 3-7-17
Signature of new owner/claimant

For IDWR Office Use Only:

Received by VC Date 3/11/17 Receipt No. C1031418 Receipt Amt. \$25

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

Approved by _____ Processed by [Signature] Date 4-12-17

*Jessica Zander***WARRANTY DEED**

197529

THIS INDENTURE, Made this 18 day of July, 2016, by and between **Wilson C. Moore and Cloris L. Moore**, husband and wife, of 5055 N. Sandee Ave., Boise, ID 83704, "the parties of the first part", and **Regan P. Phillips and Sharie Phillips**, husband and wife, of 1670 Roper Lane, Grace, ID 83241, "the parties of the second part,"

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One Hundred Thousand Dollars, lawful money of the United States of America, and other valuable consideration, to them in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and by these presents, does grant, bargain, sell and convey and confirm unto the said parties of the second part, and to their heirs and assigns forever, the following described real estate, situated in Caribou County, State of Idaho, to-wit:

See Attached Exhibit "A"

TOGETHER WITH and any and all water and water rights appurtenant to the premises, including but not limited to Idaho Department of Water Resources Water Right Nos. 13-4102 and 13-622.

TO HAVE AND TO HOLD the said premises, and all estate, right, title and interest in and to said premises, as well in law as in equity, of the said parties of the first part.

And the said parties of the first part, and their heirs, hereby warrant and agree to forever defend the parties of the second part, their heirs and assigns, in the quiet and peaceable possession of said premises against all and every person lawfully claiming an interest therein.

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

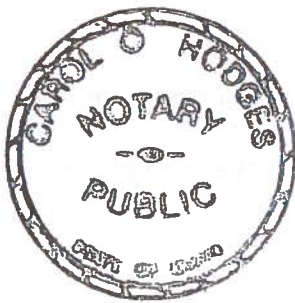
Wilson C. Moore
Wilson C. Moore

Cloris L. Moore
Cloris L. Moore

STATE OF IDAHO,)

County of Franklin ss.

On this 28th day of July, 2016, before me, the undersigned, a Notary
Public in and for said State, personally appeared **Wilson C. Moore and Cloris L. Moore**,
husband and wife, known to me to be the person whose name is subscribed to the within
instrument and acknowledged to me that he executed the same.



Carol O. Hodges
Notary Public for Idaho
Residing at Preston, Idaho
My Commission Expires: 01-20-2017

Exhibit "A"

Township 11 South, Range 40 East of the Boise Meridian

Section 20: A tract of land in the NW1/4NE1/4 of Section 20, more particularly described as follows:

Beginning at a point 1507.7 feet West and 660 feet South from the Northeast corner of said Section 20, and running thence South 67°30' West 508.2 feet along a County road; thence South 80°03' West 227.1 feet along said road; thence South 81°21' West 171.4 feet along said road; thence North 18°40' West 150 feet; thence North 12°46' East 480.6 feet; thence South 77°14' East 642.2 feet; thence South 40°23' East 275 feet, to the point of beginning.

ALSO: Beginning at a point 332.5 feet West of the Northeast corner of the NW1/4NE1/4 of said Section 20 and running thence West 987.5 feet, more or less, to the North Quarter of Section 20; thence South 415.59 feet; thence North 86°05'20" East 309.26 feet; thence North 12°46' West 88.06 feet; thence South 77°14' East 596.20 feet; thence North 18°24'22" East 106.202 feet; thence North 53°19'17" East 126 feet; thence North 12°04'29" West 270.31 feet, to the point of beginning.

Township 11 South Range 40 East of the Boise Meridian

Section 20: Beginning at a point 82.5 feet West of the Northeast corner of the NW1/4NE1/4 of said Section 20 and running thence West 250 feet; thence South 12°04'29" East 270.31 feet; thence South 53°19'17" West 126 feet; thence South 16°50'32" West 115.731 feet; thence South 77°14'00" East 46 feet; thence South 40°23'00" East 275 feet; thence North 66°57'04" East 203.77 feet, more or less, to the East line of the NW1/4NE1/4; thence North 293.22 feet; thence West 82.5 feet; thence North 297 feet to the point of beginning.

DEED OF TRUST

THIS DEED OF TRUST, made this 28 day of July, 2016, between **Regan P. Phillips and Sharie Phillips**, husband and wife, of 1670 Roper Lane, Grace, Idaho 83241, herein called Grantors, and Alliance Title and Escrow, of Rexburg, Idaho, herein called Trustee, and, **Wilson C. Moore and Cloris L. Moore**, husband and wife, of 5055 N. Sandee Ave., Boise, ID 83704, herein called Beneficiary,

WITNESSETH: That Grantors do hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Caribou, State of Idaho, described as follows, and containing not more than forty (40) acres:

See Attached Exhibit "A"

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits,

For the purpose of securing payment of the indebtedness evidenced by a promissory note dated June 1, 2013, and executed by Grantor on June 27, 2014, in the sum of **ONE HUNDRED THOUSAND DOLLARS AND NO CENTS, (\$100,000.00)**, with final payment due on or before June 1, 2018, and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantors herein, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided further that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantors agree:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

3. To pay: at least ten (10) days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expense of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured, the Grantors shall at the option, and on demand, of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon

the property, nevertheless in trust for Grantors' use and benefit and for the payment by Beneficiary of any such items when due. Grantors' failure so to pay shall constitute a default under this trust.

4. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at three and one-half percent (3.5%) per annum.

5. Should Grantors fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantors and without releasing Grantors from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, Grantors hereby give to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantors the right, prior to any default by Grantors in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time, without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for

or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expense of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantors in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantors, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale, Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantors, Trustee, or Beneficiary, may purchase at such sale.

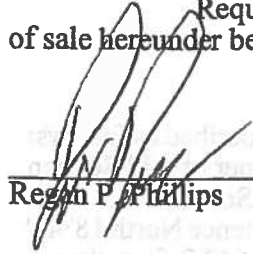
After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest five percent (5%) per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

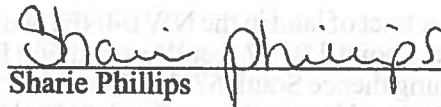
7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledge thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

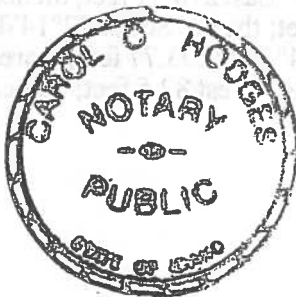
Request is hereby made that a copy of any Notice of Default and a copy of any Notice of sale hereunder be mailed to the Grantors at their address hereinbefore set forth.


Regan P. Phillips


Sharie Phillips

STATE OF IDAHO,)
County of Franklin ss.

On this 28th day of July, 2016, before me, a Notary Public in and for said State, personally appeared **Regan Phillips and Sharie Phillips**, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



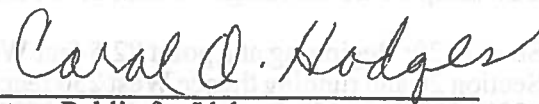

Notary Public for Idaho
Residing at: Preston, Idaho
My Commission Expires: 01-20-2017

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Township 11 South, Range 40 East of the Boise Meridian

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13-4102 is referred to as
AN UN NAMED spring-

Inst. # 113602.

It Brings the stove-walker spring
into view-

Also it is used To show

3rd Paragraph 2nd page claims Grants
Keep all water Rights - ?

$\frac{1}{4}$ cfs from stove walker spring - ?

**TRUST DEED NOTE
GRACE IDAHO**

\$100,000.00

June 1, 2013

FOR VALUE RECEIVED, Regon P. Phillips and Sharie Phillips, jointly and severally, promise to pay to the order of Wilson C. Moore and Cloris L. Moore, at 5055 North Sandee Ave., Boise Idaho 83704, or at such other place as holder hereof may designate, one hundred thousand dollars (\$100,000.00), together, with interest at the rate of three and three quarters percent (3.75) per annum.

Payment Schedule. Payments in the amount of \$500.00 shall be due on the first day of each month commencing with the first payment due on June 1, 2013 and continuing until the principal and accrued interest have been paid, on/or before May 1, 2018, unless lender, in his sole discretion, agrees with borrower to extend, modify, and/or otherwise alter the existing terms of the note including the due date. Payments shall be applied first to any late charges, second to accrued interest, and third to principal and according to the amortization schedule attached hereto as exhibit "A".

Prepayment. Full or partial prepayment of amounts due under this note is expressly permitted. Prepayment shall be applied exclusively to reduce principal and shall be without penalty. Any prepayment shall not postpone the due date of a subsequent monthly payment unless the holder shall otherwise agree in writing.

Late Charges. If any payment or part thereof is not paid within fifteen (15) days after the due date, the undersigned shall pay, at the option of the holder of this note, a late charge of two percent (2%) of the delinquent payment to cover extra handling expenses.

Default and Acceleration. Upon default of any payment due under this note or any default under the trust deed securing this note, the holder may, at its option and without notice or demand declare the entire amount due and payable, whereupon the full amount due shall bear interest at the rate of ten percent pre annum.

Assignment. This note may be freely assigned, except that the undersigned shall be liable to any subsequent holder until actual receipt of a written notice of assignment mailed to the undersigned at 1670 Roper Lane, Grace Idaho 83241. All mutual promises herein shall be binding on the heirs and assigns of the parties signing this note.

Initials _____ CM _____

Attachment A to Trust Deed Note

Payment No.	Date	Payment	Interest	Principal	Balance
					100000.00
0	6/1/2013	500.00	0.00	500.00	99500.00
1	7/1/2013	500.00	310.94	189.06	99310.94
2	8/1/2013	500.00	310.35	189.65	99121.28
3	9/1/2013	500.00	309.75	190.25	98931.04
4	10/1/2013	500.00	309.16	190.84	98740.20
5	11/1/2013	500.00	308.56	191.44	98548.76
6	12/1/2013	500.00	307.96	192.04	98356.73
7	1/1/2014	500.00	307.36	192.64	98164.09
8	2/1/2014	500.00	306.76	193.24	97970.85
9	3/1/2014	500.00	306.16	193.84	97777.01
10	4/1/2014	500.00	305.55	194.45	97582.57
11	5/1/2014	500.00	304.95	195.05	97387.51
12	6/1/2014	500.00	304.34	195.66	97191.85
13	7/1/2014	500.00	303.72	196.28	96995.57
14	8/1/2014	500.00	303.11	196.89	96798.68
15	9/1/2014	500.00	302.50	197.50	96601.18
16	10/1/2014	500.00	301.88	198.12	96403.06
17	11/1/2014	500.00	301.26	198.74	96204.32
18	12/1/2014	500.00	300.64	199.36	96004.96
19	1/1/2015	500.00	300.02	199.98	95804.97
20	2/1/2015	500.00	299.39	200.61	95604.36
21	3/1/2015	500.00	298.76	201.24	95403.12
22	4/1/2015	500.00	298.13	201.87	95201.26
23	5/1/2015	500.00	297.50	202.50	94998.76
24	6/1/2015	500.00	296.87	203.13	94795.63
25	7/1/2015	500.00	296.24	203.76	94591.87
26	8/1/2015	500.00	295.60	204.40	94387.47
27	9/1/2015	500.00	294.96	205.04	94182.43
28	10/1/2015	500.00	294.32	205.68	93976.75
29	11/1/2015	500.00	293.68	206.32	93770.43
30	12/1/2015	500.00	293.03	206.97	93563.46
31	1/1/2016	500.00	292.39	207.61	93355.85
32	2/1/2016	500.00	291.74	208.26	93147.58
33	3/1/2016	500.00	291.09	208.91	92938.67
34	4/1/2016	500.00	290.43	209.57	92729.10
35	5/1/2016	500.00	289.78	210.22	92518.88
36	6/1/2016	500.00	289.12	210.88	92308.00
37	7/1/2016	500.00	288.46	211.54	92096.47
38	8/1/2016	500.00	287.80	212.20	91884.27
39	9/1/2016	500.00	287.14	212.86	91671.41
40	10/1/2016	500.00	286.47	213.53	91457.88
41	11/1/2016	500.00	285.81	214.19	91243.69
42	12/1/2016	500.00	285.14	214.86	91028.82

21

unKnown water Sweet-

9

41540E

#1
[Close](#)

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

3/3/2017

WATER RIGHT NO. 13-4102

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	CLORIS L MOORE
Current Owner	WILSON C MOORE
	1670 ROPER LN
	GRACE, ID 83241
Original Owner	LEO B ROPER
	RT 1 BOX 126
	GRACE, ID 83241

Priority Date: 06/01/1941

Basis: Statutory Claim

Status: Active

<u>Source</u>	<u>Tributary</u>
SPRING	STEVES CREEK

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
DOMESTIC	1/01	12/31	0.06 CFS	
Total Diversion			0.06 CFS	

Location of Point(s) of Diversion:

| | | |

SPRING|NWNE|Sec. 20|Township 11S|Range 40E|CARIBOU County

Place(s) of use:

Place of Use Legal Description: DOMESTIC CARIBOU County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
11S	40E	20		NWNE										

Conditions of Approval:

1. ||SPRING PROVIDES CULINARY WATER FOR TWO OTHER DOMESTIC USES

?

Dates:

Licensed Date:

Decreed Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector:

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

07/24

NOT Applicable - *Shuf*
6-17-98For Office Use Only
\$25.00 Filing Fee
Receipt # _____
Date _____State of Idaho
DEPARTMENT OF WATER RESOURCES

ASSIGNMENT OF PERMIT

To change the ownership of a permit

Roper

We, Leo B. Roper and Betty J. Roper hereby assign to Wilson C. Moore and Floris L. Moore,
(Permit Holder) husband and wife,
 of 1670 Roper Lane, Grace, ID 83241
(Full Address and Phone Number)

All my right, title, and interest in and to Permit No. Claim No. 13-4102
 to appropriate the public waters of the State of Idaho, (subject to life estate
 in Leo B. Roper and Betty J. Roper to use said waters).

(Copy of relevant Warranty OR (for partial assignments)
 Deeds are attached)

The following described portion of my right, title, and interest in and to
 Permit No. _____ to appropriate the public waters of the State of Idaho.

Describe portion of the permit assigned listing the number of acres in each 40 acre subdivision,
 point of diversion location, and the amount of water in cubic feet per second.

Made this 4th day of June, 19 98.

Leo B. Roper Betty J. Roper
 Leo B. Roper Permit Holder(s) Betty J. Roper

State of Idaho)
) ss
 County of Franklin)

On this 4th day of June, 199 8, personally appeared before me
 the signer of the above instrument, duly acknowledged to me that he/she/they executed the same.



Jay R. McKenzie
 Notary Public
 Residing at: Preston, Idaho
 My Commission Expires: 11-16-2003

Signature _____ MICROFILMED

MAY 26 1999

Order No. 14908

Z

15623

STATE OF IDAHO

County of Caribou

Date: May 27, 1998

Time: 3:46 PM

Official Records

Recorder: Ella Isall

Deputy: Sandra L. Holmgren

Fee: 9.00 CT

WARRANTY DEED

THIS INDENTURE, Made this 26th day of May, 1998, between LEO B. ROPER and BETTY J. ROPER, Co-Trustees of The Leo and Betty Roper Trust, Dated the 4 day of Sept., 1997, of Grace, County of Caribou, State of Idaho, hereinafter called First Party, and WILSON C. MOORE and CLORIS L. MOORE, husband and wife, of 1676 Roper Lane, Grace, County of Caribou, State of Idaho 83241, hereinafter called Second Party:

WITNESSETH: That the said First Party, for and in consideration of the sum of FIFTY THOUSAND ONE HUNDRED AND NO/100THS DOLLARS, lawful money of the United States of America, to said First Party in hand paid by the said Second Party, the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain, Sell and Convey and Confirm unto said Second Party, and to said Second Party's heirs and assigns forever: All that certain lot, piece or parcel of land situate, lying and being in the County of Caribou, State of Idaho, more particularly described as follows, to-wit:

(See Exhibit "A" attached hereto and incorporated herein by reference)

SUBJECT to all easements, rights of way, and public roads or highways adjoining or crossing said property, and further subject to retention or reservation of mineral, oil and gas rights by prior owners of said real property or by the United States of America or the State of Idaho.

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

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the said Second Party, and to their heirs and assigns forever, and the said First Party shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, The said First Party has hereunto set their hands and seals, the day and year first above written.

Leo B. Roper
LEO B. ROPER, Co-Trustee

Betty J. Roper
BETTY J. ROPER, Co-Trustee

OFFICED

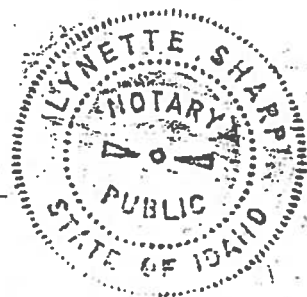
MAY 26 1998

156723

STATE OF IDAHO)
 : SS.
County of Caribou)

On this 26th day of May, 1998, before me the undersigned, a Notary Public in and for said County and State, personally appeared Leo B. Roper and Betty J. Roper, known to me to be the persons whose names are subscribed to the within instrument as Co-Trustees of The Leo and Betty Roper Trust, Dated the 4 day of Sept., 1997, and acknowledged to me that they executed the same as such Co-Trustees.

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




NOTARY PUBLIC for the State of Idaho
Residing at: Soda Springs, Idaho
Commission expires: 11/8/99

MICROFILMED

MAY 26 1998

#3

Jay R. McKenzie Law Office, P.A.

Attorney and Counselor

RECEIVED

JUN 22 1998

June 16, 1998

RECEIVED

JUN 17 1998

Department of Water Resources

Department of Water Resources
Eastern Region

Department of Water Resources
Eastern Region
900 N. Skyline Drive, Suite A
Idaho Falls, ID 83402-1718

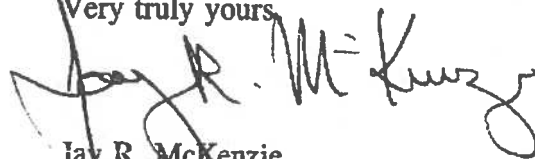
RE: Water Claim No. 13-4102

Gentlemen:

Please find enclosed an executed "Assignment of Permit", which relates to Water Claim No. 13-4102. This water right appertains to real property sold by the Ropers to the Moores, a life estate concerning which was transferred back from the Moores to the Ropers. Hence, the transfer of the claim is to the Moores, subject to the life estate of the Ropers.

Thank you very much for your assistance in making the foregoing changes.

Very truly yours,



Jay R. McKenzie
Attorney at Law

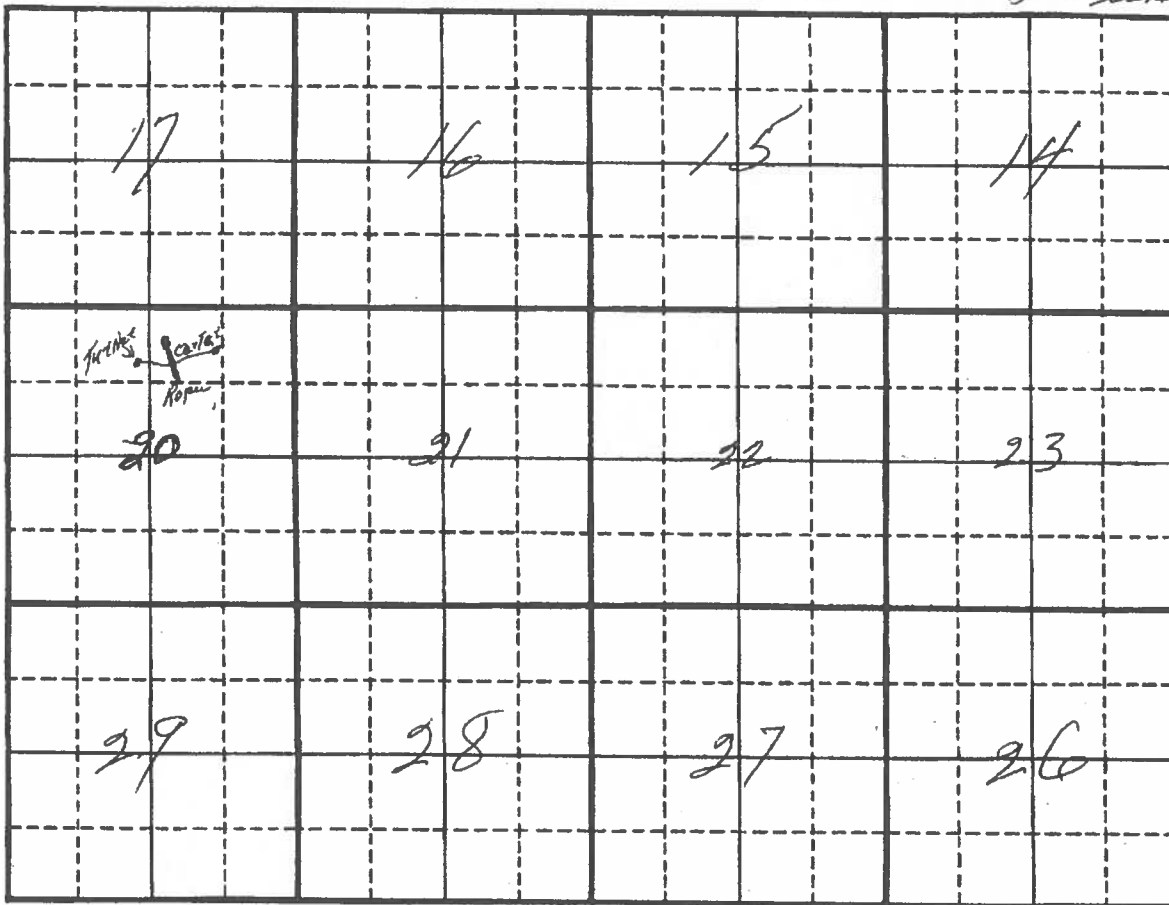
JRM:bj
Enclosures

cc. Gary Jensen
Leo Roper

MICROFILMED

MAY 26 1999

(8) Remarks: In 1944 I let Frank B. Roper New. Carter Farms + Ranches
took a 2 inch pipe to their home only. In 1978 I let
Steven C. Turner took a 1 inch pipe to his home only.
I claim the water as 1st user. And it is on my deeded
land.



Scale: 2 inches equal 1 mile.

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

State of Idaho)
) ss.
 County of CARIBOU)

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

Sworn to before me this 20 day of FEB

Leo B. Roper
 (Claimant)

19 79

Notary Public
 Residing at SODA SPRINGS, IDA 83276

My commission expires Lifetime

2-26-79 FOR DEPARTMENT USE ONLY

Received by <u>dh</u>	Date <u>2-21-79</u>	Exception filed by:	Forwarded to	Date
Prelim. check by <u>SM</u>	Date		claimant by:	
\$20.00 fee received by <u>dh</u>	Date <u>2-26-79</u>	#12908		
Published in <u>Caribou County Sun</u>				
Dates <u>March 8 & 15, 1979</u>				

RECEIVED

MAR 16 1983

Department of Water Resources
Eastern District Office

AGREEMENT

THIS AGREEMENT, made and executed this 19th day of September, 1978, by and between Leo B. Roper and Betty J. Roper, husband and wife, of Grace, Caribou County, Idaho, hereinafter called first parties, and Larry D. Higgins and Galeen A. Higgins, husband and wife, of Bountiful, Salt Lake County, Utah, hereinafter called second parties, -

WITNESSETH:

That whereas first parties sold a tract of land, hereinafter described, to second parties, by Real Estate Agreement dated December 22, 1976, and -

Whereas said agreement provided for culinary water for use in the home on said premises, and -

Whereas the parties desire to more clearly define the water rights appertenant to said land, located in Caribou County, Idaho, and described as follows:

Township 11 South, Range 40 East of the Boise Meridian:

Section 20: A tract of land in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 20, more particularly described as follows:

Beginning at a point on the North line of said Section 20, said point being west 1507.7 feet from the Northeast corner of said Section, and running
thence South 660 feet to the TRUE POINT OF BEGINNING;
thence South 67°30' West 508.2 feet along a lane;
thence South 80°03' West 227.1 feet along said lane;
thence South 81°21' West 171.4 feet along said lane;
thence North 18°40' West 150 feet;
thence North 12°46' East 480.6 feet;
thence South 77°14' East 732.2 feet;
thence South 25°29' East 210 feet, more or less,
to the point of beginning.

NOW, THEREFORE, it is agreed as follows:

1. The water to be supplied to second parties comes from a spring located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 20, Township 11 South, Range 40 East of the Boise Meridian, which spring has been developed and piped by first parties or by the parents of first parties, as predecessors in interest of said first parties.

2. Frank B. Roper and Karma B. Roper, husband and wife, being the brother and sister-in-law of Leo B. Roper, were permitted to hook onto the water system in 1944. Second parties hereby acknowledge that first parties have the first right to the waters of said spring, and that Frank B. Roper and Karma B. Roper have the second right to the waters of said spring.

3. Second parties contracted to purchase the above described premises, including culinary water, from first parties, on December 22, 1976, and thereby claim the third right to the waters of said spring.

4. First parties acknowledge the right of second parties, above mentioned, to the waters of said spring.

5. Both parties, to further and more clearly define the rights of the the second parties, agree as follows:

- a. Second parties presently have, and shall be entitled to maintain, a connection by means of a 1 inch water line, connected to the system owned by first parties, for the purpose of providing water to second parties.
- b. Said water shall be used for culinary purposes, as provided by the original agreement.
- c. Second parties presently have two 3/4 inch lines hooked into the aforementioned 1 inch line, for use outside the house. However, it is understood and agreed that only one sprinkler head or similar watering devise shall be used at any one time for outside yard watering.
- d. Said system is a gravity flow system, and second parties, their heirs and assigns shall use said system only as a gravity flow system.
- e. The right of second parties is for use in one home only, and second parties shall never permit any one else to connect onto their system.
- f. In event of that said water system should require repairs, second parties agree to repair and maintain that part of the system belonging to them, and to pay 20% of the cost of repairs and maintenance of that part of the system which serves the three users, as above named.
- g. It is understood and agreed that first parties do not guarantee a supply of water. In the event that the spring should dry up during drought years, or otherwise, each user of the waters of said spring shall suffer his own damages.

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

Leo B. Roper
LEO B. ROPER

Betty J. Roper
BETTY J. ROPER
FIRST PARTIES.

Larry D. Higgins
LARRY D. HIGGINS

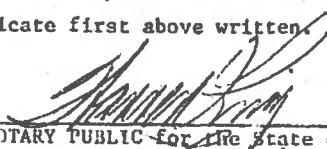
Kaleen A. Higgins
KALEEN A. HIGGINS
SECOND PARTIES.

RECORDED

STATE OF UTAH,)
 : ss.
County of Cache.)

On the 20 day of September, 1978, before me the undersigned, a Notary Public in and for said State personally appeared Leo B. Roper and Betty J. Roper, husband and wife; and Larry D. Higgins and Kaleen A. Higgins, 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.



NOTARY PUBLIC for the State of Utah.
Residing at:
Commission: Nov-15, 1980

MICROFILMED

#5

Affidavit of Publication

County of Caribou } ss.
State of Idaho }

Mark Steele

being first duly sworn on his oath, states:

NOTICE OF CLAIMS TO WATER RIGHTS NO. 13-4102

Notice is hereby given that the following claim(s) to water right(s) have been established by diversion and application to beneficial use:

ROPER, LEO B.
ROUTE 1, BOX 126, GRACE,
ID 83241

Source: UNNAMED SPRING
tributary to STEVES CREEK

Priority Date: 06-23-1941

Amount: 0.06 CFS

Diversion Point: NWNE Sec
20 T 11S R 40E, CARIBOU Co.

Use: DOMESTIC (0.06 CFS)
from 01-01 to 12-31

Place of Use: NWNE Sec 20 T
11S R 40E

Diversion Means: PIPELINE

Any exception to any claim of
water right may be filed with the
Director of the Idaho Department
of Water Resources, 1515 Lincoln
Road, Idaho Falls, Idaho 83401.

C. STEPHEN ALLRED

Director

Published March 8 and 15,
1979 in the Caribou County Sun.

That he is Publisher
of the Caribou County Sun, a
newspaper of general circula-
tion in Caribou County, Idaho,
published weekly at Soda
Springs in said County that said
newspaper has been published
in said County uninterruptedly
and continuously for over sev-
enty-eight consecutive weeks,
prior to the first publication of
the annexed notice or advertise-
ment;

That the annexed notice was
published as per clipping at-
tached in the regular and entire
edition of said newspaper and
not in any supplement thereof

for 2 successive weekly
issues thereof, the date of the
first publication being the

8th day of
March, 1979

The date of the last publication

being the 15th day of

March, 1979

Subscribed and sworn to be-

fore me this 15th day

of March, 1979

Cl. Audy D. Steele

Notary Public, residing
at Soda Springs, Idaho

(SEAL)

My Commission expires the

1st day of March

1980

RECEIVED

MAR 16 1979

Department of Water Resources
Eastern District Office

Caribou Title
9:00 Sept. 15 82

WARRANTY DEED

4.00 Ikanda Petersen

FOR VALUE RECEIVED

LEO B. ROPER and BETTY J. ROPER, husband and wife,
of the County of Caribou, State of Idaho, Grantors,

do hereby grant, bargain, sell and convey unto

SHAW LAND AND LIVESTOCK COMPANY, a limited
partnership of the State of Utah, Grantee

the following described premises, located in Caribou County,
Idaho, to-wit:

Township 11 South, Range 40 East of the Boise Meridian

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

Section 18: Beginning at the Northeast corner of the
SW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 18, and running
thence West 365 feet; thence South 1320 feet;
thence East 365 feet; thence North 1320 feet,
to the point of beginning.

Section 19: NE $\frac{1}{4}$ NE $\frac{1}{4}$.

Section 20: N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, EXCEPT
THEREFROM the following described tracts:
1. Beginning at a fence corner located 42
feet North of the Southeast corner of the
NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 20, and running
thence North 88°16'45" West along a fence
408.78 feet to the Southerly right of way
of County Road;
thence North 59°36' East along said road
473.73 feet; thence South 252 feet, to the
point of beginning.
2. Beginning at a point South 66°21'30"
West 1645.8 feet from the Northeast corner
of said Section 20, and running thence South
67°30' West 508.2 feet; thence South 80°03'
West 227.1 feet; thence South 81°21' West
171.4 feet, to the TRUE POINT OF BEGINNING
and running
thence South 82°41'20" West 223.44 feet;
thence South 63°16' West 645 feet;
thence North 87°41'55" West 476.71 feet;
thence North 06°50'40" West 354.17 feet;
thence North 11°05'50" West 422.82 feet;
thence South 89°10'58" East 488.6 feet;
thence North 86°05'20" East 950 feet; thence South
12°46' W 392 ft; thence South 18°40' East 150 feet,
to the point of beginning.

EXCEPT THEREFROM any portion lying within the right of
way of County Roads.

The Grantors hereby expressly reserve to themselves,
their heirs, executors, administrators, personal
representatives, and assigns, the right, at their own risk,
to cross the parcel of land hereby conveyed, by the lanes
and roads now established upon the above described property
and at such other points as may be agreed upon by the
parties to this deed, their heirs, successors or assigns,
for the purpose of having access to such part or portion of
the land and premises of the Grantors as may, by the
conveyance of the herein described tract or parcel of land,

What two??

be separated from the rest of the land and premises of the Grantors, their heirs, or assigns. More specifically, but not limiting any other portion of this paragraph, the Grantors expressly reserve to themselves, their heirs, executors, administrators, personal representatives, and assigns, an easement 40 feet in width for vehicular, farm machinery, cattle and pedestrian traffic following an existing private road located in the NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 19, Township 11 South, Range 40 East, B.M., Caribou County, Idaho.

NO MENTION IN DEED
OF THE RESERVATION
F.04 CFS OF
WATER RIGHT NO.
3-622 BUT
HE PURCHASE
AGREEMENT AND
EXCHANGE OF LETTERS
BETWEEN ATTORNEYS
TAKES THE
RESERVATION CLEAR.
ALSO MAKE IT
CLEAR THAT THE
REMAINING 1.56
CFS OF 13-622
WAS CONVEYED
TO SHAW

Grantors also hereby expressly reserve to themselves, their heirs, executors, administrators, personal representatives and assigns, all water and water rights from a fresh water spring located in the N $\frac{1}{4}$ NW $\frac{1}{4}$, Section 20, Township 11 South, Range 40 East, B.M., Caribou County, Idaho, as well as the right to use, maintain, repair, improve, and enlarge said spring as well as the right to use the existing water lines being purchased by Grantees or water lines hereinafter erected by Grantees to convey water from said springs in said pipeline, which said spring and pipeline provide water to buildings and property retained by Grantors located in the NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 20, Township 11 South, Range 40 East, B.M., Caribou County, Idaho.

RESERVATION
OF WATER
RIGHT NO. 13-735
TO ROPER
(STOVERWATER)
FOR DIGS)

Furthermore, the Grantors hereby expressly reserve to themselves, their heirs, executors, administrators, personal representatives, and assigns, all water rights possessed by Grantor in the Stover-Walker spring, believed to consist of, but not limited to, 1/4 cfs of water from said spring, which said Stover-Walker spring is located in the NW $\frac{1}{4}$, Section 19, Township 11 South, Range 40 East, B.M.

RESERVATION
OF STOVER-
WALKER SPRING
WATER RIGHT

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

DATED: This 13 day of September, 1982.

Leo B. Roper
LEO B. ROPER

Betty J. Roper
BETTY J. ROPER

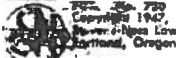
STATE OF IDAHO)
County of Caribou) SS

On this 13 day of September, 1982, before me the undersigned Notary Public personally appeared LEO B. ROPER and BETTY J. ROPER, husband and wife, whose names are subscribed to the foregoing 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 IDAHO
Residing at Soda Springs

(SEAL)



RECEIPT AND AGREEMENT TO PURCHASE PAGE 1 of 6 PAGES

Soda Spring, Idaho, May 18th, 1982

RECEIVED FROM Rulon C. and B. SHAW, husband and wife (hereinafter referred to as Purchaser) a sum of ONE THOUSAND AND NO/100THS (\$1,000.00) Dollars as a deposit and earnest money

in payment of the purchase price of the following described real property situated in the County of CARIBOU State of Idaho, to wit:

- SEE PAGES 2 and 3 -
- SEE PAGES 2 and 3 -
- SEE PAGES 2 and 3 -
- SEE PAGES 2 and 3 -
- SEE PAGES 2 and 3 -
- SEE PAGES 2 and 3 -

The following items are to be left upon the premises as part of the property purchased. All irrigation fixtures and equipment, plumbing and heating fixtures and equipment, window and door screens, storm doors and windows, attached television antenna, all shrubs and trees and all fixtures except:

HERE ARE NO BUILDINGS INVOLVED IN THIS PURCHASE.

The following personal property is also included as a part of the property to be offered for sale for a price of SEE PAGE 4

It is hereby agreed that the total purchase price is the sum of 170,000.00 Dollars payable as follows: The sum of 1,000.00 Dollars hereinabove receipted for and the balance of the purchase price in the sum of ONE THOUSAND AND NO/100THS (\$149,000.00) Dollars to be paid as follows: (If on contract, state terms generally, and if escrow holder)

- SEE PAGE 5 -
- SEE PAGE 5 -
- SEE PAGE 5 -
- SEE PAGE 5 -
- SEE PAGE 5 -

It is further agreed 1. Seller shall at his expense furnish Purchaser an Abstract of Title continued to a date subsequent hereto showing merchantable title to the property vested in Seller, or in lieu thereof, at Seller's option, a title insurance policy insuring title thereto vested in Seller, free and clear of all liens and encumbrances except: **Sellers to furnish the purchasers with a Title Insurance Policy in the amount of \$150,000 at the expense of the sellers of \$599.50**

It is further agreed that the broker assumes no responsibility in regard to the title and broker recommends that Purchaser have the Abstract of Title or title insurance advised by an attorney.

2. The real property is to be conveyed by **WARRANTY DEED** of Sale, free and clear of all encumbrances except building and zoning ordinances and regulations, building and use restrictions, rights of easements, reservations in Federal patents and State deeds and those enumerated in Section 1 above.

3. Sellers shall pay all of the taxes and assessments to JAN. 1st, 1982 and Purchaser shall pay all taxes and assessments thereafter. Rents, insurance and interest on mortgage or contract indebtedness shall be pro-rated to consummation to be discharged by Seller may at his option be paid out of the purchase money at the date of closing.

4. If Seller does not approve this sale within 15 days hereafter, or if Seller's title is not merchantable or insurable and cannot be made to within a reasonable time, then Seller shall return to Seller, then said earnest money herein receipted for shall be returned to the Purchaser on demand and all rights terminated unless Purchaser waives said defects and elects to purchase, but if said sale is approved by the Seller and Seller's said title is merchantable or insurable, then the Seller as liquidated damages and not as a penalty and this Agreement thereupon shall be of no further force or effect or the Seller may demand the enforcement of the provisions of this Agreement.

5. In the event the improvements on said property should be destroyed or materially damaged between the date hereof and consummation or settlement of this purchase agreement shall, at the option of the Purchaser, immediately become null and void, and said earnest money deposit shall be returned to said Purchaser on demand.

6. Possession shall be delivered Purchaser on or before the 13th day of July, 1982.

7. Purchaser enters into this Agreement in full reliance upon his independent investigation and judgment and there are no verbal or other agreements which modify or vary this Agreement.

8. Time is of the essence of this Agreement. Purchaser's rights herein are not assignable without the written consent of the Seller.

S. L. MATTHEWS, II Broker, By: [Signature] Agents for: [Signature]

I hereby agree to purchase the above described property and pay the price of ONE THOUSAND AND NO/100THS (\$1,000.00) Dollars as set forth above and grant to said agent 15 days hereafter to secure Seller's signature to the deed, which said offer shall not be subject to revocation.

direct Rte #1 - Box 130, Grange, Idaho 83240 427-6609

For valuable consideration I/we agree to sell and convey to the Purchaser the above described property on the terms and conditions hereinabove stated and agree to have named agent in commission Three Thousand and No/100th (\$3,000.00) for services rendered in this transaction. I/we acknowledge receipt of a copy of the earnest money receipt bearing my/our signature and that of the Purchaser named above. If the Purchaser fails to comply with any of the conditions of this Agreement, then one-half of the earnest money receipted for shall be retained by the broker, provided that the broker does not exceed the agreed upon commission due and the balance shall be paid to the undersigned.

Dated this 16 day of June, 1982 [Signature] [Signature] SEE

STATE OF IDAHO,) ss. On this 16 day of June, 1982, in the year 1982.

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

Leo B. Roper and Betty J. Roper

known to me to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged to me that I have 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.

NOTE: IF ANY BLANK SPACES ARE INSUFFICIENT, USE S.N. No. 810 "HANDY PAD", TO BE SEPARATELY SIGNED BY BUYER AND SELLER.

Notary Public for the State of Idaho, Residing at [Address]

----- (CONTINUED) -----

SELLER'S COPY

SCANNED

JUL 08 2014

ORIGINAL

Conveyance and Agreement to Purchase
dated May 18, 1982 Between

PAGE 2 OF 6

Leo B. and Betty J. ROPER, Sellers and
Rulon C. and Jean B. SHAW, Buyers

LEGAL DESCRIPTION:

All land in the NE1/4 of Section 20, Twp 11 S., Rge 40 ERM, in Caribou County, State of Idaho EXCEPTING THEREFROM the following tracts of land more particularly described as follows:

[Handwritten signature]
RUSSELL
(Leo)

(Tract of land more particularly described as follows:
(Beginning at a point South 68°51'15" West 3270.17 ft from NE Corner
(Sec. 20 Twp 11 S., Rge 40 ERM, County of Caribou, State of Idaho,
(THENCE, S. 62°16' W. 111.75 ft, along northly R.O.W line of Roper Road
(THENCE, N. 87°41' 55" W. 476.71 ft, along the fence line,
(THENCE, N. 06°50' 40" W. 154.17 ft along a fence line,
(THENCE, N. 11°05' 50" W. 422.82 ft along a fence line,
(THENCE, S. 89°10' 58" E. 488.60 ft,
(THENCE, S. 17°39' 30" E. 755.04 ft to the point of beginning

"Clevenger" - - - - -

(Beginning at a fence corner located 42 feet North
(of the Southeast corner of the NE1/4 of Sect
(20, and running
(thence North 88°16'45" West along a fence 408.78 feet to the
(Southerly right of way line of a County Road;
(thence North 59°36' East along said road 473.73 feet;
(thence South 252 feet,
(to the point of beginning.

Bennett - - - - -

(Beginning at a point South 66°21' 30" West 1,645.8 feet ft
(the Northeast corner of said Section 20, and running
(thence South 67°30' West 508.2 feet;
(thence South 80°01' West 227.1 feet;
(thence South 81°21' West 171.6 feet,
(to the TRUE POINT OF BEGINNING; and running
(thence North 18°40' West 150.6 feet;
(thence North 12°46' East 392.54 feet;
(thence South 86°05'20" West 600 feet;
(thence South 682.83 feet to the Northerly right of way
(line of a county road;
(thence North 61°16' East along said road 378.74 feet;
(thence North 82°41'20" East along said road 221.66 feet,
(to the TRUE POINT OF BEGINNING. (This description also takes
in part of the NW1/4 of
Sec 20, of which NONE is be
sold herein.)

PAULINE (Leo) - - - - -

(Beginning at a point which is 2,910.188 feet West and
(445.467 feet South from the Northeast corner of said Section
(20, and running
(thence South 86°05'20" West 150 feet;
(thence South 17°39'30" East 755.04 feet;
(thence North 61°16' East 136.51 feet,
(thence North 682.83 feet, to the point of beginning

READ AND APPROVED BY:

Date: May 27, 1982 *[Signature]*
Date: May 27, 1982 *[Signature]*
Date: June 16, 1982 *[Signature]*
Date: June 16, 1982 *[Signature]*

Leo B. and Betty J. Roper, Sellers and
Rulon A. and Jean B. Shaw, Buyers

CONTINUATION OF THE LEGAL DESCRIPTION:

Also, the following tracts of land are being sold herein, said tracts of land are more particularly described as follows:

All tracts of land located in Twp 1 N., Rge 40 EBM, County of Carbon, State of Idaho:

NE 1/4 of Section 19; S 1/2 SW 1/4 of Section 19;
SW 1/4 NE 1/4; S 1/2 NE 1/4 of Section 20;
Begin @ NE Corner SW 1/4 Sec. 18, thence East 365 ft; thence South 1320 ft; thence E. 365 ft; thence N. 1320 ft to point of beginning containing 11.00 acres, more or less.

SECOND MORTGAGE:

The sellers realize that the buyers are obtaining a loan to purchase the real estate being sold herein and therefore accept the fact the lender will require a first mortgage and do therefore, accept the position of SECOND mortgage holder on the balance owed of \$40,000. Buyers agree to execute a second mortgage and note in favor of sellers.

RIGHT-OF-WAYS:

The buyers do hereby grant right-of-way to the sellers on present existing private road located approximately as follows: All being in Twp 1 N., Rge 40 EBM, County of Carbon, State of Idaho.

RIGHT-OF-WAY through the NE Corner of the NW 1/4 in Section 19

RIGHT-OF-WAY through the Center of the NE 1/4 in Section 19

RIGHT-OF-WAY through the NE Corner of the NE 1/4 in Section 19

RIGHT-OF-WAY through N 1/2 SW 1/4 in Section 19

(Note: The sellers and his parents before him, owned these right-of-ways for over 30 years and it will still be necessary for the sellers to use same since he still owns farm land that he must have a road to improve and connect

RIGHT-OF-WAY to service; repair, improve and maintain well water spring and all necessary pipes, water lines and power lines are located in the NW 1/4 Sec. 19, Twp 1 N., Rge 40 EBM, County of Carbon, State of Idaho. Said water and power lines has serviced this farm home and other homes for over 30 years.

IS CONDITION:

The buyers being neighbors and having made personal inspection of the property being purchased, herein do hereby accept same in this condition.

WATER LINES:

The sellers do NOT guarantee that the new water line being laid the legal description lines, has an individual to the buyers acknowledge this fact since they are purchasing land in its present and condition.

MORTGAGE HELD BY FARMERS HOME ADMINISTRATION:

The sellers having a Farmers Home Administration mortgage on the land being sold herein require that the same will be sold at the approval of the Farmers Home Administration and the buyers acknowledge this fact and accept same.

READ AND APPROVED BY:

Date: May 27, 1982

Date: May 27, 1982

Date: June 16, 1982

Date: June 16, 1982

Rulon A. Shaw
(Buyer)
Jean B. Shaw
(Buyer)
Leo B. Roper
(Seller)
Betty J. Roper
(Seller)

Leo B. and Betty J. ROPER, Sellers and
Rulon C. and Jean B. SHAW, buyers

FEDERAL LAND BANK LOAN NEEDED:

The sellers realize that the buyers are in the process of trying to obtain a Federal Land Bank loan in the amount of about \$129,000. If a loan can NOT be obtained this agreement will become VOID. Loan must be obtained on or before Aug. 31st, 1982 or this agreement will be VOID. The buyers are to inform the Real Estate Broker in writing as soon as the loan has been approved or unapproved.

NO SURVEY TO BE MADE:

As previously stated the buyers are accepting the property being purchased herein in its present AS IS CONDITION and therefore NO survey is required or will be made.

GEO-THERMO AND MINERAL RIGHTS:

It is agreed by the sellers and the buyers that ALL existing geo-thermo and mineral rights will remain the property of the sellers and thus NONE will be conveyed to the buyers.

NEW FENCE TO BE BUILT:

It is agreed by both the buyers and sellers that a fence approximately 1320 feet long is to be built. Said fence to be built with the buyers and the sellers sharing equally in the labor and expense. Said fence to be built in such a manner and with such material that is common to the area and will be located on the north line of the SWANEE, Twp 11s., Rge 40 EBM, Sec. 20, in Caribou County, State of Idaho. Said fence to be constructed on or before May 13th, 1983.

WATER RIGHTS:

-NONE of the water rights having to do with the fresh water spring mentioned on page 3 of this agreement will go with this sale thus sellers will keep ALL of such water rights.

ALL OTHER WATER RIGHTS to be conveyed to the buyers EXCEPT THE FOLLOWING WATER RIGHTS:

2 miners inch per second of water from Snake Creek

-AND-

1/4 cubic foot per second of water from Snake Creek

IMPROVEMENTS ON REAL ESTATE BEFORE PURCHASED HEREIN:

The ONLY improvements on this property are the existing fences and the MAIN irrigation lines.

AN ATTORNEY IS RECOMMENDED:

Since this agreement is binding between the buyers and sellers it is suggested by the Real Estate Broker, that if the buyers or sellers have any questions about the contents of this agreement they should obtain the advice of their attorney before signing same.

ATTORNEY FEES:

It is agreed by the buyers and sellers that they will share equally in the attorney fees for drawing such documents, but not limited to, as warranty deed; mortgages; notes; right-of-way agreements.

GROWING CROPS FOR YEAR 1982:

It is agreed by the sellers and buyers that the now existing growing crops will become the property of the buyers.

READ AND APPROVED BY:

Date: May 27, 1982

Rulon C. Shaw
(Buyer)

Date: May 27, 1982

Jean B. Shaw
(Buyer)

Date: June 16, 1982

Leo B. Roper
(Seller)

Date: June 16, 1982

Betty J. Roper
(Seller)

SCANNED

JUL 08 2014

Order No. 14908

15823

STATE OF IDAHO

Date: MAY 27, 1998

Time: 3:45 PM

Official Records

Recorder: Edna Hall

Deputy: Paula S. Gentry

Fee: 9.00 CT

WARRANTY DEED

THIS INDENTURE, Made this 26th day of May, 1998, between LEO B. ROPER and BETTY J. ROPER, Co-Trustees of The Leo and Betty Roper Trust, Dated the 4 day of Sept., 1997, of Grace, County of Caribou, State of Idaho, hereinafter called First Party, and WILSON C. MOORE and CLORIS L. MOORE, husband and wife, of 1676 Roper Lane, Grace, County of Caribou, State of Idaho 83241, hereinafter called Second Party:

WITNESSETH: That the said First Party, for and in consideration of the sum of FIFTY THOUSAND ONE HUNDRED AND NO/100THS DOLLARS, lawful money of the United States of America, to said First Party in hand paid by the said Second Party, the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain, Sell and Convey and Confirm unto said Second Party, and to said Second Party's heirs and assigns forever: All that certain lot, piece or parcel of land situate, lying and being in the County of Caribou, State of Idaho, more particularly described as follows, to-wit:

(See Exhibit "A" attached hereto and incorporated herein by reference)

SUBJECT to all easements, rights of way, and public roads or highways adjoining or crossing said property, and further subject to retention or reservation of mineral, oil and gas rights by prior owners of said real property or by the United States of America or the State of Idaho.

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

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the said Second Party, and to their heirs and assigns forever, and the said First Party shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, The said First Party has hereunto set their hands and seals, the day and year first above written.

Leo B. Roper
LEO B. ROPER, Co-Trustee

Betty J. Roper
BETTY J. ROPER, Co-Trustee

MAY 26 1998

156723

STATE OF IDAHO)
 : ss.
County of Caribou)

On this 26th day of May, 1998, before me the undersigned, a Notary Public in and for said County and State, personally appeared Leo B. Roper and Betty J. Roper, known to me to be the persons whose names are subscribed to the within instrument as Co-Trustees of The Leo and Betty Roper Trust, Dated the 4 day of Sept., 1997, and acknowledged to me that they executed the same as such Co-Trustees.

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




NOTARY PUBLIC for the State of Idaho
Residing at: Soda Springs, Idaho
Commission expires: 11/8/99

MICROFILMED

MAY 26 1998

156723

Exhibit "A"**Township 11 South, Range 40 East of the Boise Meridian:**

Section 20: Beginning at a point 82.5 feet West of the Northeast corner of the NW1/4NE1/4 of Section 20, and running thence West 250 feet; thence South 12°04'29" East 270.31 feet; thence South 53°19'17" West 126 feet; thence South 16°50'32" West 115.731 feet; thence South 77°14'00" East 46 feet; thence South 40°23'00" East 275 feet; thence North 66°57'04" East 203.77 feet, more or less, to the East line of the NW1/4NE1/4; thence North 293.22 feet; thence West 82.5 feet; thence North 297 feet, to the point of beginning.

Together with all right and title and interest of Grantors in and to all water rights, including existing fresh water spring, located in the NE1/2NW1/4 of said section 20, as reserved to Grantors in the second paragraph, page 2, of that certain warranty deed from Grantors to Shaw Land and Livestock Company, a Utah Limited Partnership ("Shaw"), recorded September 15, 1982, as instrument No. 113602, records of Caribou County, Idaho ("Shaw Deed").

Together with all right, title, and interest of Grantors in and to Idaho Department of Water Resources Water Claim No. 13-4102.

Together with all right, title, and interest of Grantors in and to the easement and right-of-way retained in the second paragraph, page 2 of said Shaw Deed, to use, maintain, repair, improve, and enlarge the above-described fresh water spring, as well as the right to use the existing water lines sold by Grantors to Shaw, or water lines hereinafter erected by Shaw or the successors-in-interest to Shaw, to convey water in said pipeline, which said spring and pipeline provide water to the above described real property.

MICROFILMED

MAY 28 1998

113602

Caribou Title
9:00 Sept. 17 1982

WARRANTY DEED 4.00 Sandra Peterson

FOR VALUE RECEIVED

LEO B. ROPER and BETTY J. ROPER, husband and wife,
of the County of Caribou, State of Idaho, Grantors,

do hereby grant, bargain, sell and convey unto

SHAW LAND AND LIVESTOCK COMPANY, a limited
partnership of the State of Utah, Grantee

the following described premises, located in Caribou County,
Idaho, to-wit:

Township 11 South, Range 40 East of the Boise Meridian

Section 17: S4S4SW4

Section 18: Beginning at the Northeast corner of the
SW4SE4 of said Section 18, and running
thence West 365 feet; thence South 1320 feet;
thence East 365 feet; thence North 1320 feet,
to the point of beginning.

Section 19: NE4NE4.

Section 20: N4NW4, SW4NE4, N4SE4, S4SE4NE4, EXCEPT
THEREFROM the following described tracts:

1. Beginning at a fence corner located 42
feet North of the Southeast corner of the
NE4NW4 of said Section 20, and running
thence North 88°16'45" West along a fence
408.78 feet to the Southerly right of way
of County Road;
thence North 59°36' East along said road
473.73 feet; thence South 252 feet, to the
point of beginning.

2. Beginning at a point South 66°21'30"
West 1645.8 feet from the Northeast corner
of said Section 20, and running thence South
67°30' West 508.2 feet; thence South 80°03'
West 227.1 feet; thence South 81°21' West
171.4 feet, to the TRUE POINT OF BEGINNING
and running

thence South 82°41'20" West 223.44 feet;
thence South 63°16' West 645 feet;
thence North 87°41'55" West 476.71 feet;
thence North 06°50'40" West 354.17 feet;
thence North 11°05'50" West 422.82 feet;
thence South 89°10'58" East 488.6 feet;
thence North 86°05'20" East 950 feet; thence South

12°46' W 392 ft; thence South 18°40' East 150 feet,
to the point of beginning.

EXCEPT THEREFROM any portion lying within the right of
way of County Roads.

The Grantors hereby expressly reserve to themselves,
their heirs, executors, administrators, personal
representatives, and assigns, the right, at their own risk,
to cross the parcel of land hereby conveyed, by the lanes
and roads now established upon the above described property
and at such other points as may be agreed upon by the
parties to this deed, their heirs, successors or assigns,
for the purpose of having access to such part or portion of
the land and premises of the Grantors as may, by the
conveyance of the herein described tract or parcel of land,

be separated from the rest of the land and premises of the Grantors, their heirs, or assigns. More specifically, but not limiting any other portion of this paragraph, the Grantors expressly reserve to themselves, their heirs, executors, administrators, personal representatives, and assigns, an easement 40 feet in width for vehicular, farm machinery, cattle and pedestrian traffic following an existing private road located in the NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 19, Township 11 South, Range 40 East, B.M., Caribou County, Idaho.

NO MENTION IN DEED
FOR THE RESERVATION
OF .04 CFS OF
WATER RIGHT NO.
13-622 BUT
THE PURCHASE
AGREEMENT AND
EXCHANGE OF LETTERS
BETWEEN ATTORNEYS
MAKES THE
RESERVATION CLEAR.
ALSO MAKE IT
CLEAR THAT THE
REMAINING 1.56
CFS OF 13-622
WAS CONVEYED
TO SHAW

Grantors also hereby expressly reserve to themselves, their heirs, executors, administrators, personal representatives and assigns, all water and water rights from a fresh water spring located in the NW $\frac{1}{4}$, Section 20, Township 11 South, Range 40 East, B.M., Caribou County, Idaho, as well as the right to use, maintain, repair, improve, and enlarge said spring as well as the right to use the existing water lines being purchased by Grantees or water lines hereinafter erected by Grantees to convey water from said springs in said pipeline, which said spring and pipeline provide water to buildings and property retained by Grantors located in the NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 20, Township 11 South, Range 40 East, B.M., Caribou County, Idaho.

RESERVATION
OF WATER
RIGHT NO. 13-7
TO ROPER
(STOVER-WALKER
FOR DIGS)

Furthermore, the Grantors hereby expressly reserve to themselves, their heirs, executors, administrators, personal representatives, and assigns, all water rights possessed by Grantor in the Stover-Walker spring, believed to consist of, but not limited to, 1/4 cfs of water from said spring, which said Stover-Walker spring is located in the NW $\frac{1}{4}$, Section 19, Township 11 South, Range 40 East, B.M.

RESERVATION
OF STOVER-
WALKER SPRING
WATER RIGHT

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

DATED: This 13 day of September, 1982.

LEO B. ROPER

BETTY J. ROPER

STATE OF IDAHO)
County of Caribou) ss

On this 13 day of September, 1982, before me the undersigned Notary Public personally appeared LEO B. ROPER and BETTY J. ROPER, husband and wife, whose names are subscribed to the foregoing 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 IDAHO
Residing at Soda Springs

(SEAL)

STATE OF IDAHO
County of Caribou
Date: June 9, 1998
Time: 10:05 A.M.
Official Records
Recorder: Edie Izatt
Deputy: Denise Housley
Fee: 6.00

WARRANTY DEED**FOR VALUE RECEIVED**

WILSON C. MOORE and CLORIS L. MOORE, husband and wife,

the grantors, do hereby grant, bargain, sell and convey unto

**LEO B. ROPER and BETTY J. ROPER, initial trustees, and their successors,
in trust, of the Leo and Betty Roper Trust,**

whose current address is: 1676 Roper Lane
Grace, ID 83241

the grantees, the following described premises, in Caribou County, Idaho, to-wit:

A life estate to LEO B. ROPER and BETTY J. ROPER, in the home and its
curtilage as presently utilized, described as follows:

Township 11 South, Range 40 East of the Boise Meridian:

Section 20: Beginning at a point 82.5 feet West of the Northeast corner of the
NW1/4NE1/4 of Section 20, and running thence West 250 feet; thence South
12°04'29" East 270.31 feet; thence South 53°19'17" West 126 feet; thence South
16°50'32" West 115.731 feet; thence South 77°14'00" East 46 feet; to the place
of beginning, thence East 225 feet; thence North 100 feet; thence West 225 feet;
thence South 100 feet to the point of beginning.

Together with the non-exclusive right-of-way to use the existing circular roadway off the
county road, which encircles the house,

all of which is located upon the below-described real property:

Township 11 South, Range 40 East of the Boise Meridian:

Section 20: Beginning at a point 82.5 feet West of the Northeast
corner of the NW1/4NE1/4 of Section 20, and running thence West
250 feet; thence South 12°04'29" East 270.31 feet; thence South
53°19'17" West 126 feet; thence South 16°50'32" West 115.731
feet; thence South 77°14'00" East 46 feet; thence South 40°23'00"
East 275 feet; thence North 66°57'04" East 203.77 feet, more or
less, to the East line of the NW1/4NE1/4; thence North 293.22 feet;
thence West 82.5 feet; thence North 297 feet, to the point of
beginning.

Together with all right and title and interest of Grantors in and to all water rights, including existing fresh water spring, located in the N1/2NW1/4 of said section 20, as reserved to Grantors in the second paragraph, page 2, of that certain warranty deed from Grantors to Shaw Land and Livestock Company, a Utah Limited Partnership ("Shaw"), recorded September 15, 1982, as instrument No. 113602, records of Caribou County, Idaho ("Shaw Deed").

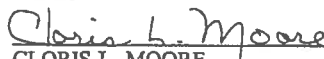
Together with all right, title, and interest of Grantors in and to Idaho Department of Water Resources Water Claim No. 13-4102.

Together with all right, title, and interest of Grantors in and to the easement and right-of-way retained in the second paragraph, page 2 of said Shaw Deed, to use, maintain, repair, improve, and enlarge the above-described fresh water spring, as well as the right to use the existing water lines sold by Grantors to Shaw, or water lines hereinafter erected by Shaw or the successors-in-interest to Shaw, to convey water in said pipeline, which said spring and pipeline provide water to the above described real property.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that they are free from all encumbrances except a Deed of Trust in favor of First Security Bank dated May 26, 1998, and that they will warrant and defend the same from all lawful claims whatsoever.

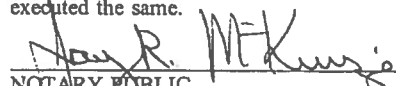
DATED this 4th day of June, 1998.


WILSON C. MOORE


CLORIS L. MOORE

STATE OF IDAHO)
) ss.
COUNTY OF FRANKLIN)

On this 4th day of June, 1998, before me, a Notary Public in and for said State, personally appeared Wilson C. Moore and Cloris L. Moore, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.


NOTARY PUBLIC
Residing at: Preston, Idaho
My Commission Expires: 11-16-2003



STATE OF IDAHO }
County of Caribou } ss.

151729

I hereby certify that this instrument was filed at the request

of Caribou Titleat 3:45 o'clock p.m this 6 day of
May, 19 96 in my office and duly

recorded in Microfilm Records

Recorder: Edie Laatt

Edie Laatt

Ex Officio Recorder

Deputy

WARRANTY DEED

THIS INDENTURE, Made this 27th day of February, 1996, between LEO B. ROPER and BETTY J. ROPER, husband and wife of 1676 Roper Lane, City of Grace, County of Caribou, State of Idaho 83241 hereinafter called First Party, and WILSON C. MOORE and CLORIS L. MOORE, husband and wife of 1670 Roper Lane, City of Grace, County of Caribou, State of Idaho 83241 hereinafter called Second Party:

WITNESSETH: That the said First Party, for and in consideration of the sum of EIGHTEEN THOUSAND DOLLARS, lawful money of the United States of America, to said First Party in hand paid by the said Second Party, the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain, Sell and Convey and Confirm unto said Second Party, and to said Second Party's heirs and assigns forever: All that certain lot, piece or parcel of land situate, lying and being in the County of Caribou, State of Idaho, more particularly described as follows, to-wit:

Township 11 South, Range 40 East of the Boise Meridian:

Section 20: Beginning at a point 332.5 feet West of the Northeast Corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 20, and running thence West 987.5 feet, more or less, to the North Quarter Corner of Section 20;
thence South 415.59 feet;
thence North 86°05'20" East 309.26 feet;
thence North 12°46' West 88.06 feet;
thence South 77°14' East 596.2 feet;
thence North 18°24'22" East 106.202 feet;
thence North 53°19'17" East 126 feet;
thence North 12°04'29" West 270.31 feet,
to the point of beginning.

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

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the said Second Party, and to their heirs and assigns forever, and the said First Party shall and will warrant and by these

presents forever defend.

IN WITNESS WHEREOF, The said First Party has hereunto set their hands and seals, the day and year first above written.

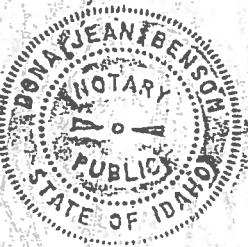
Leo B. Roper
LEO B. ROPER

Betty J. Roper
BETTY J. ROPER

STATE OF IDAHO)
: ss.
County of Caribou)

On this 5th day of March, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared Leo B. Roper and Betty J. Roper, 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.



Don Jean Benson
NOTARY PUBLIC for the State of Idaho
Residing at: Soda Springs, Idaho
Commission expires: 8-15-97

County of Caribou) 53
I hereby certify that this instrument
is the request of Shaw Land and Livestock Company
of Shaw Co. Idaho this 15 day of
Sept, 1942 in my office and duty
recorded at Microfilm Records
Elaine S. Johnson
WARRANTY DEED 1502 Shaw Land Return
Office Recorder Deputy

FOR VALUE RECEIVED

LEO B. ROPER and BETTY J. ROPER, husband and wife,
of the County of Caribou, State of Idaho, Grantors,

do hereby grant, bargain, sell and convey unto

SHAW LAND AND LIVESTOCK COMPANY, a limited
partnership of the State of Utah, Grantee

the following described premises, located in Caribou County,
Idaho, to-wit:

Township 11 South, Range 40 East of the Boise Meridian

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

Section 18: Beginning at the Northeast corner of the
SW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 18, and running
thence West 365 feet; thence South 1320 feet;
thence East 365 feet; thence North 1320 feet,
to the point of beginning.

Section 19: NE $\frac{1}{4}$ NE $\frac{1}{4}$.

Section 20: N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, EXCEPT
THEREFROM the following described tracts:
1. Beginning at a fence corner located 42
feet North of the Southeast corner of the
NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 20, and running
thence North 88°16'45" West along a fence
408.78 feet to the Southerly right of way
of County Road;
thence North 59°36' East along said road
473.73 feet; thence South 252 feet, to the
point of beginning.
2. Beginning at a point South 66°21'30"
West 1645.8 feet from the Northeast corner
of said Section 20, and running thence South
67°30' West 508.2 feet; thence South 80°03'
West 227.1 feet; thence South 81°21' West
171.4 feet, to the TRUE POINT OF BEGINNING
and running
thence South 82°41'20" West 223.44 feet;
thence South 63°16' West 645 feet;
thence North 87°41'55" West 476.71 feet;
thence North 06°50'40" West 354.17 feet;
thence North 11°05'50" West 422.82 feet;
thence South 89°10'58" East 488.6 feet;
thence North 86°05'20" East 950 feet; thence South
12°46' W 392 ft; thence South 18°40' East 150 feet,
to the point of beginning.

EXCEPT THEREFROM any portion lying within the right of
way of County Roads.

The Grantors hereby expressly reserve to themselves,
their heirs, executors, administrators, personal
representatives, and assigns, the right, at their own risk,
to cross the parcel of land hereby conveyed, by the lanes
and roads now established upon the above described property
and at such other points as may be agreed upon by the
parties to this deed, their heirs, successors or assigns,
for the purpose of having access to such part or portion of
the land and premises of the Grantors as may, by the
conveyance of the herein described tract or parcel of land,

Grantors, their heirs, or assigns. More specifically, but not limiting the other portion of this paragraph the Grantors expressly reserve to themselves, their heirs, executors, administrators, personal representatives, and assigns, an easement 40 feet in width for vehicular, farm machinery, cattle and pedestrian traffic following an existing private road located in the NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 19, Township 11 South, Range 40 East, B.M., Caribou County, Idaho.

Grantors also hereby expressly reserve to themselves, their heirs, executors, administrators, personal representatives and assigns, all water and water rights from a fresh water spring located in the N $\frac{1}{2}$ NW $\frac{1}{4}$, Section 20, Township 11 South, Range 40 East, B.M., Caribou County, Idaho, as well as the right to use, maintain, repair, improve, and enlarge said spring as well as the right to use the existing water lines being purchased by Grantees or water lines hereinafter erected by Grantees to convey water from said springs in said pipeline, which said spring and pipeline provide water to buildings and property retained by Grantors located in the NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 20, Township 11 South, Range 40 East, B.M., Caribou County, Idaho.

Furthermore, the Grantors hereby expressly reserve to themselves, their heirs, executors, administrators, personal representatives, and assigns, all water rights possessed by Grantor in the Stover-Walker spring, believed to consist of, but not limited to, 1/4 cfs of water from said spring, which said Stover-Walker spring is located in the NW $\frac{1}{4}$, Section 19, Township 11 South, Range 40 East, B.M.

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

DATED: This 13 day of September, 1982.

Leo B. Roper
LEO B. ROPER

Betty J. Roper
BETTY J. ROPER

STATE OF IDAHO)
 : ss
County of Caribou)

On this 13 day of September, 1982, before me the undersigned Notary Public personally appeared LEO B. ROPER and BETTY J. ROPER, husband and wife, whose names are subscribed to the foregoing 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.

Cecilia M. Miley
NOTARY PUBLIC FOR IDAHO
Residing at Soda Springs

(SEAL)

**EXHIBIT "A" TRUSE DEED
LAND DISCRIPTION**

Caribou County, Idaho:

Township 11 South, Range 40 East of the Boise Meridian:

Section 20: A tract of land in the NW1/4 NE1/4 of Section 20, more particularly described as follows:

Beginning at a point 1507.7 feet West and 660 feet South from the North East Corner of said section 20, and running
thence South 67 degrees 30' West 508.2 feet along a County road;
thence South 80 degrees 03' West 227.1 feet along said road;
thence South 81 degrees 21' West 171.4 feet along said road;
thence North 18 degrees 40' West 150 feet;
thence North 12 degrees 46' East 480.6 feet;
thence South 77 degrees 14' East 642.2 feet;
thence South 40 degrees 23' East 275 feet, to the point of beginning.

Beginning at a point 332.5 feet West of the Northeast Corner of the NW1/4 NE1/4 of said Section 20 and running
thence West 987.5 feet, more or less, to the North Quarter, of section 20;
thence South 415.59 feet;
thence North 86 degrees 05' 20" East 309.26 feet;
thence North 12 degrees 46' West 88.06 feet;
thence South 77 degrees 14' East 596.20 feet;
thence North 18 degrees 24' 22" East 106.202 feet;
thence North 53 degrees 19' 17" East 126 feet;
thence North 12 Degrees 04' 29" West 270.31 feet,
to the point of the beginning.

Township 11 South Range 40 East of the Boise Meridian:

Section 20: Beginning at a point 82.5 feet West of the Northeast Corner of the NW1/4NE1/4 of said Section 20 and running

thence West 250 feet;
thence South 12 degrees 04' 29" East 270.31 feet;
thence South 53 degrees 19' 17" West 126 feet
thence South 16 degrees 50' 32" West 115.731 feet;
thence South 77 degrees 14' 00" East 46 feet;
thence South 40 degrees 23' 00" East 275 feet;
thence North 66 degrees 57' 04" East 203.77 feet , more or less, to the east line of the NW1/4NE1/4;
thence North 293.22 feet;
thence West 82.5 feet;
thence North 297 feet;
to the point of beginning.

WHEN RECORDED, MAIL TO:

Wilson C. and Cloris L. Moore
5055 N. Sandee Ave
Boise ID 83704

TRUST DEED

THIS TRUST DEED is made this 27 day of June, 2014 between Regon P. Phillips and Sharie Phillips, husband and wife, as **TRUSTOR**, whose address is 1670 Roper Lane, Grace Idaho 83241, a lawyer and member of the Idaho State Bar, later named by Wilson C. and Cloris L. Moore, as **TRUSTEE**, Wilson C. Moore and Cloris L. Moore as **BENEFICIARY**, whose address is 5055 North Sandee Ave, Boise Idaho 83704.

WITNESSETH: That trustor **CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE**, the following described real property, situated in Caribou County, State of Idaho.

1670 Roper Lane, Grace, Idaho 83241

SEE LEGAL DISCRIPTION ATTACHED HERE TO AS EXHIBT "A"

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto belonging, now or hereafter used or enjoyed with said property, or any part thereof, **SUBJECT, HOWEVER**, to the right, power and authority hereinafter gives to and conferred upon beneficiary to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING (1) payments of the indebtedness evidenced by a Trust Deed Note of even date herewith, in the principal sum of \$100,000.00, made by Trustor, payable to the order of Beneficiary at the time, in the manner and with interest as therein set forth, and any extension and/or renewals or modifications thereof; (2) the performance of each agreement of Trustor herein contained; (3) the payment of such additional loans or advances as hereafter may be made to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by the trust Deed; and (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest as herein provided.

TO PROTECT THE SECURITY OF THIS TRUST DEED, TRUSTOR AGREES:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed damaged, or destroyed thereon; to comply with all laws, covenants and restrictions affecting said property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general; and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Trustor further agrees:

- a. To commence construction promptly and to pursue same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary, and
 - b. To allow Beneficiary to inspect said property at all times during construction.
- Trustee, upon presentation to it of affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this number paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

2. To provide and maintain insurance, of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on said property. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses in favor of and in form acceptable to Beneficiary. In event of loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, instead of to Trustor and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In addition, to provide, or have insurance company provide, Beneficiary with written proof of paid premium for insurance coverage on or before the due date premium.

3. To deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions of renewals thereof or supplements thereto.

4. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to said property, or the rights or powers of Beneficiary or Trustee, and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.

5. To pay at least 10 days before delinquency all taxes and assessments affecting said property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with said property, to pay, when due, all encumbrances, charges, and liens with interest, on said property or any part thereof, which at any time appear to be prior or superior hereto; to pay all costs, fees, and expenses of this Trust. In addition, to provide Beneficiary with written proof of paid taxes on or before the due date.

6. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefore, including cost of evidence of title, employ counsel, and pay his reasonable fees.

7. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate of ten percent (10%) per annum until paid, and the repayment thereof shall be secured hereby.

IT IS MUTUALLY AGREED THAT:

8. Should said property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceedings, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payment or relief therefore, settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property are hereby assigned to Beneficiary, who may, after deducting there from all its expenses, including attorney's fee, apply the same on any indebtedness secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

9. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Trust Deed and Trust Deed Note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability or any person for the payment of the indebtedness secured hereby, Trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien

or charge thereof; (d) reconvey, without warranty, all or any part of said property. The grantee in any reconveyance may be described as "the person or persons entitled thereto", and the recitals therein of any matters or facts shall be conclusive proof of truthfulness thereof. Trustor agrees to pay reasonable Trustees' fees for any of the services mentioned in this paragraph.

10. As additional security, Trustor hereby assigns Beneficiary, during the continuance of these trusts, all rents, issues, royalties, and profits of the property affected by this Trust Deed and of any personal property located hereon. Until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If Trustor shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right, with or without taking possession of the property affected hereby, to collect all rents, royalties, issues and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation of the Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option.

11. Upon any default by Trustor hereunder, Beneficiary may at any time without notice, either in person or by agent or by a receiver to be appointed by a court (Trustor hereby consenting to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for indebtedness, hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for otherwise collect said rents, issues, and profits, including those past due and unpaid, and apply the same less costs and expenses of operation and collection including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

12. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of said property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

13. The failure of the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

14. Time is of the essence hereof. Upon default by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause said property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein said property or some part or parcel thereof is situated. Beneficiary shall deposit with Trustee the Trust Deed Note and all document evidencing expenditures secured hereby.

15. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale, having been given as then required by law, Trustee, without demand on Trustor, shall sell said property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may be determine (but subject to any statutory right of Trustor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and, in every case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than one day beyond the day designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser its Deed conveying said property so sold, but without any covenant or warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall

apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorney's fee; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at 10% per annum from date of expenditure; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.

16. Upon the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceeding all costs and expenses incident there to, including a reasonable attorney's fees in such amount as shall be fixed by the court.

17. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which said property or some part thereof is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the trustee named herein or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

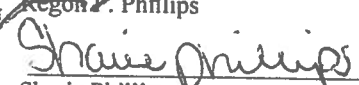
18. This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledge of the Trust Deed Note secured hereby. In this Trust Deed, whenever the context requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

19. Trustee accepts this Trust when this Trust Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Trust Deed or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

20. This Trust Deed shall be construed according to the laws of the State Idaho.

21. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinbefore set forth.



Regan P. Phillips


Sharie Phillips

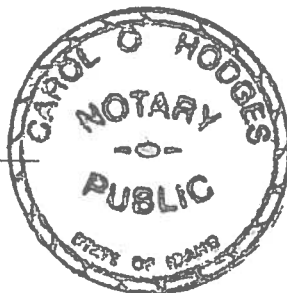
STATE OF IDAHO

CONUTY OF FRANKLIN

On the 27th day of June, 2014, personally appeared before me Regan P. Phillips and Sharie Phillips whose identities are personally known to or proved to me on the basis of satisfactory evidence, and who, being by me daily sworn, did say and acknowledge that the foregoing instrument was executed by them.

My Commission Expires:

01-13-2017



NOTARY PUBLIC

Residing at

Carol O. Hodges
Preston, Idaho
Franklin County

**EXHIBT "A" TRUSE DEED
LAND DISCRIPTION**

Caribou County, Idaho:

Township 11 South, Range 40 East of the Boise Meridian:

Section 20: A tract of land in the NW1/4 NE1/4 of Section 20, more particularly described as follows:

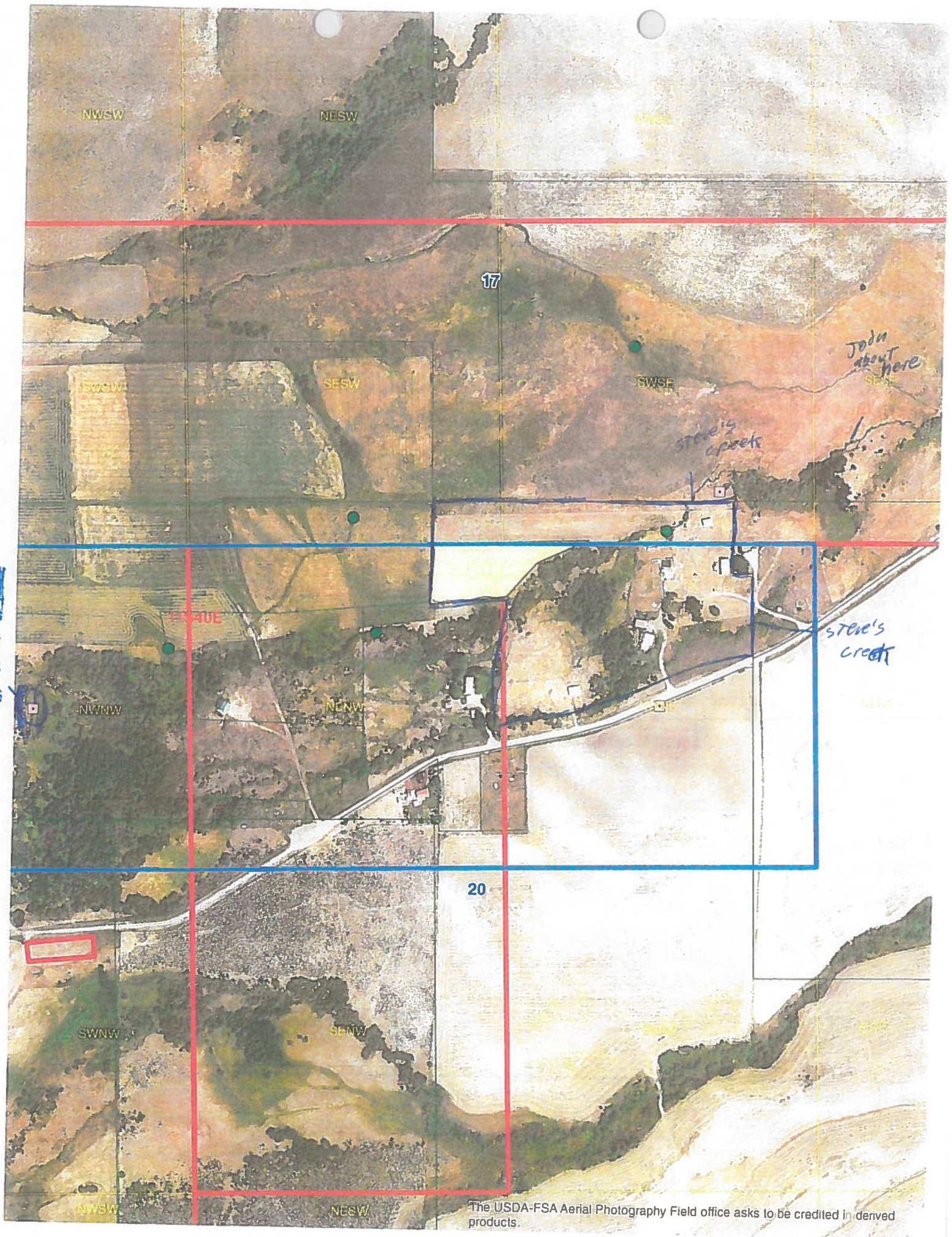
Beginning at a point 1507.7 feet West and 660 feet South from the North East Corner of said section 20, and running
thence South 67 degrees 30' West 508.2 feet along a County road;
thence South 80 degrees 03' West 227.1 feet along said road;
thence South 81 degrees 21' West 171.4 feet along said road;
thence North 18 degrees 40' West 150 feet;
thence North 12 degrees 46' East 480.6 feet;
thence South 77 degrees 14' East 642.2 feet;
thence South 40 degrees 23' East 275 feet, to the point of beginning.

Beginning at a point 332.5 feet West of the Northeast Corner of the NW1/4 NE1/4 of said Section 20 and running
thence West 987.5 feet, more or less, to the North Quarter, of section 20;
thence South 415.59 feet;
thence North 86 degrees 05' 20" East 309.26 feet;
thence North 12 degrees 46' West 88.06 feet;
thence South 77 degrees 14' East 596.20 feet;
thence North 18 degrees 24' 22" East 106.202 feet;
thence North 53 degrees 19' 17" East 126 feet;
thence North 12 Degrees 04' 29" West 270.31 feet,
to the point of the beginning.

Township 11 South Range 40 East of the Boise Meridian:

Section 20: Beginning at a point 82.5 feet West of the Northeast Corner of the NW1/4NE1/4 of said Section 20 and running

thence West 250 feet;
thence South 12 degrees 04' 29" East 270.31 feet;
thence South 53 degrees 19' 17" West 126 feet
thence South 16 degrees 50' 32" West 115.731 feet;
thence South 77 degrees 14' 00" East 46 feet;
thence South 40 degrees 23' 00" East 275 feet;
thence North 66 degrees 57' 04" East 203.77 feet , more or less, to the east line of the NW1/4NE1/4;
thence North 293.22 feet;
thence West 82.5 feet;
thence North 297 feet;
to the point of beginning.



Cards

[illegible]

**TRUST DEED NOTE
GRACE IDAHO**

\$100,000.00

June 1, 2013

FOR VALUE RECEIVED, Regon P. Phillips and Sharie Phillips, jointly and severally, promise to pay to the order of Wilson C. Moore and Cloris L. Moore, at 5055 North Sandee Ave., Boise Idaho 83704, or at such other place as holder hereof may designate, one hundred thousand dollars (\$100,000.00), together, with interest at the rate of three and three quarters percent (3.75) per annum.

Payment Schedule. Payments in the amount of \$500.00 shall be due on the first day of each month commencing with the first payment due on June 1, 2013 and continuing until the principal and accrued interest have been paid, on/or before May 1, 2018, unless lender, in his sole discretion, agrees with borrower to extend, modify, and/or otherwise alter the existing terms of the note including the due date. Payments shall be applied first to any late charges, second to accrued interest, and third to principal and according to the amortization schedule attached hereto as exhibit "A".

Prepayment. Full or partial prepayment of amounts due under this note is expressly permitted. Prepayment shall be applied exclusively to reduce principal and shall be without penalty. Any prepayment shall not postpone the due date of a subsequent monthly payment unless the holder shall otherwise agree in writing.

Late Charges. If any payment or part thereof is not paid within fifteen (15) days after the due date, the undersigned shall pay, at the option of the holder of this note, a late charge of two percent (2%) of the delinquent payment to cover extra handling expenses.

Default and Acceleration. Upon default of any payment due under this note or any default under the trust deed securing this note, the holder may, at its option and without notice or demand declare the entire amount due and payable, whereupon the full amount due shall bear interest at the rate of ten percent pre annum.

Assignment. This note may be freely assigned, except that the undersigned shall be liable to any subsequent holder until actual receipt of a written notice of assignment mailed to the undersigned at 1670 Roper Lane, Grace Idaho 83241. All mutual promises herein shall be binding on the heirs and assigns of the parties signing this note.

Initials _____ CM _____

Presentment, Notice of Dishonor etc. Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This note shall be binding on the undersigned and their successors and assigns.

Security. This note is secured by a trust deed against real property owned by Regon P. Phillips and Sharie Phillips, husband and wife (the "Collateral").

Due on Sale. Upon the voluntary or involuntary sale or assignment of the Collateral by Regon P. Phillips and/or Sharie Phillips or their successors, all principal and interest shall be due and payable and interest will thereafter accrue on the amount at ten percent (10%) per annum.

Applicable Law. This note shall be construed according to Idaho law.

Regon P. Phillips

(date)

Regon P. Phillips

6-27-14

Sharie Phillips

(date)

Sharie Phillips

6-27-14

Wilson C. Moore

(date)

Wilson C. Moore

6/27/14

Cloris L. Moore

(date)

Cloris L. Moore

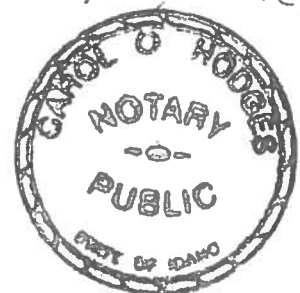
6/27/14

On the 27th day of June 2014, personally appeared before me: Regon P. Phillips Sharie Phillips
Wilson C. Moore, Cloris Moore

NOTARY PUBLIC

Carol O. Hodges

*Residing at Preston, Idaho
Franklin County*



Carol O. Hodges
My Commission Expires 12/31/15

Attachment A to Trust Deed Note

Payment No.	Date	Payment	Interest	Principal	Balance
					100000.00
0	6/1/2013	500.00	0.00	500.00	99500.00
1	7/1/2013	500.00	310.94	189.06	99310.94
2	8/1/2013	500.00	310.35	189.65	99121.28
3	9/1/2013	500.00	309.75	190.25	98931.04
4	10/1/2013	500.00	309.16	190.84	98740.20
5	11/1/2013	500.00	308.56	191.44	98548.76
6	12/1/2013	500.00	307.96	192.04	98356.73
7	1/1/2014	500.00	307.36	192.64	98164.09
8	2/1/2014	500.00	306.76	193.24	97970.85
9	3/1/2014	500.00	306.16	193.84	97777.01
10	4/1/2014	500.00	305.55	194.45	97582.57
11	5/1/2014	500.00	304.95	195.05	97387.51
12	6/1/2014	500.00	304.34	195.66	97191.85
13	7/1/2014	500.00	303.72	196.28	96995.57
14	8/1/2014	500.00	303.11	196.89	96798.68
15	9/1/2014	500.00	302.50	197.50	96601.18
16	10/1/2014	500.00	301.88	198.12	96403.06
17	11/1/2014	500.00	301.26	198.74	96204.32
18	12/1/2014	500.00	300.64	199.36	96004.96
19	1/1/2015	500.00	300.02	199.98	95804.97
20	2/1/2015	500.00	299.39	200.61	95604.36
21	3/1/2015	500.00	298.76	201.24	95403.12
22	4/1/2015	500.00	298.13	201.87	95201.26
23	5/1/2015	500.00	297.50	202.50	94998.76
24	6/1/2015	500.00	296.87	203.13	94795.63
25	7/1/2015	500.00	296.24	203.76	94591.87
26	8/1/2015	500.00	295.60	204.40	94387.47
27	9/1/2015	500.00	294.96	205.04	94182.43
28	10/1/2015	500.00	294.32	205.68	93976.75
29	11/1/2015	500.00	293.68	206.32	93770.43
30	12/1/2015	500.00	293.03	206.97	93563.46
31	1/1/2016	500.00	292.39	207.61	93355.85
32	2/1/2016	500.00	291.74	208.26	93147.58
33	3/1/2016	500.00	291.09	208.91	92938.67
34	4/1/2016	500.00	290.43	209.57	92729.10
35	5/1/2016	500.00	289.78	210.22	92518.88
36	6/1/2016	500.00	289.12	210.88	92308.00
37	7/1/2016	500.00	288.46	211.54	92096.47
38	8/1/2016	500.00	287.80	212.20	91884.27
39	9/1/2016	500.00	287.14	212.86	91671.41
40	10/1/2016	500.00	286.47	213.53	91457.88
41	11/1/2016	500.00	285.81	214.19	91243.69
42	12/1/2016	500.00	285.14	214.86	91028.82

43	1/1/2017	500.00	284.47	215.53	90813.29
44	2/1/2017	500.00	283.79	216.21	90597.08
45	3/1/2017	500.00	283.12	216.88	90380.19
46	4/1/2017	500.00	282.44	217.56	90162.63
47	5/1/2017	500.00	281.76	218.24	89944.39
48	6/1/2017	500.00	281.08	218.92	89725.47
49	7/1/2017	500.00	280.39	219.61	89505.86
50	8/1/2017	500.00	279.71	220.29	89285.56
51	9/1/2017	500.00	279.02	220.98	89064.58
52	10/1/2017	500.00	278.33	221.67	88842.91
53	11/1/2017	500.00	277.63	222.37	88620.54
54	12/1/2017	500.00	276.94	223.06	88397.48
55	1/1/2018	500.00	276.24	223.76	88173.72
56	2/1/2018	500.00	275.54	224.46	87949.27
57	3/1/2018	500.00	274.84	225.16	87724.11
58	4/1/2018	500.00	274.14	225.86	87498.25
59	5/1/2018	500.00	273.43	226.57	87271.68
60	6/1/2018	87544.40	272.72	87271.68	0.00



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

Phone: (208) 525-7161 • Fax: (208) 525-7177 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

July 12, 2013

Shari Phillips
1670 Ropers Lane
Grace, ID 83241

Dear Ms. Phillips:

It was a pleasure speaking with you on the telephone the other day. As we discussed, I am sending you copies of several documents that the Department has on file.

1. Water Right Report for 13-622
2. Proof Report for Statutory Claim 13-4102
3. Warranty Deed from Moore to Roper granting Life estate
4. Warranty Deed from Roper to Moore selling property
5. Copy of the Decree

Please note that water right 13-622 was originally decreed as 11-559, the number was corrected to 13-622.

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

Sincerely,

A handwritten signature in dark ink, appearing to read 'Kerrie', with a stylized flourish at the end.

Kerrie Mathews

Department of
Water Resources

Water Right and Adjudication Search

Title Company
Abstract

↓ Choose One or More Search Items ↓ Click "Search" To Enter Your Parameters

Name
☒ All
☐ Search for a specific Name

Adjudication, Water Right & Basin or Transfer
☒ All
☐ Search for a specific Basin, Right or Transfer number

Location of Use or Diversion
☒ All
☐ Search for a specific Location by legal description

Sources
[\(Click to expand or collapse\)](#)
☒ All
☐ Search for Surface Water, Ground Water or a specific Source &/or Tributary
 • Source: STEVES CREEK
 • Tributary: BEAR RIVER

Water Use
☒ All
☐ Search for a specific Water Use

Dates
☒ All
☐ Search for a specific Date Type & range of Dates

Water Right Types
☒ All
☐ Search for one or more specific Water Right Types

Status
☒ All
☐ Search for both Active & Inactive Records

[Search Results \(19\)](#)
[\(Click to expand or collapse\)](#)

Export Results to Excel Clear All Items Start Search

Click any column to sort table

12

Options	Basin	Sequence	Suffix	Application Number	Basin	Status	Priority Date	Div. Rate (cfs)	Source	Water Use	Owner	
Details More Options	Water Right	13	622			Decreed	Active	12/08/1882	1.6	STEVES CREEK	IRRIGATION	ROPER, BETTY J; ROPER, LEO B
Details More Options	Water Right	13	623	B		Decreed	Active	12/08/1882	0.165	ALDER CREEK, STEVES CREEK	IRRIGATION	UNION CENTRAL LIFE INSURANCE
Details More Options	Water Right	13	623	D		Decreed	Active	12/08/1882	0.242	ALDER CREEK, STEVES CREEK	IRRIGATION	MILLER, LEE C; MILLER, MINNIE
Details More Options	Water Right	13	623	E		Decreed	Active	12/08/1882	0.35	ALDER CREEK, STEVES CREEK	IRRIGATION	MILLER, LEE C; MILLER, MINNIE
Details More Options	Water Right	13	623	F		Decreed	Active	12/08/1882	0.242	ALDER CREEK, STEVES CREEK	IRRIGATION	UNION CENTRAL LIFE INSURANCE
Details More Options	Water Right	13	624			Decreed	Active	12/08/1882	0.5	STEVES CREEK	IRRIGATION	BARTLOME, J

Neighbor on
left
(Rubenshaw)

who's
Stevens

Details More Options	<u>Water Right</u>	13	625	B		Decreed	Active	06/01/1890	0.165	ALDER CREEK, STEVES CREEK	IRRIGATION	UNION CENTRAL LIFE INSURANCE CO
Details More Options	<u>Water Right</u>	13	625	D		Decreed	Active	06/01/1890	0.242	ALDER CREEK, STEVES CREEK	IRRIGATION	MILLER, LEE C; MILLER, MINNIE
Details More Options	<u>Water Right</u>	13	625	E		Decreed	Active	06/01/1890	0.35	ALDER CREEK, STEVES CREEK	IRRIGATION	MILLER, LEE C; MILLER, MINNIE
Details More Options	<u>Water Right</u>	13	625	F		Decreed	Active	06/01/1890	0.242	ALDER CREEK, STEVES CREEK	IRRIGATION	UNION CENTRAL LIFE INSURANCE
12												
Export Results to Excel Clear All Items Start Search												

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Statutory Claim for Old Cullanay Spring
Evidence of priority Date
file application for permit to use this water (surface)

(County deeds - go to Court house)

Township 11 South Range 40 East Section 20 Northwest in the
Northeast ~~quarter~~
quarter.

RL 4039A tax lot #

Warranty deeds transferring from Ropers to Moore (get copy for records)

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 13-4102

WATER RIGHT NUMBER: 13-4102

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	WILSON C MOORE 1670 ROPER LN GRACE, ID 83241
Current Owner	CLORIS L MOORE 1670 ROPER LN GRACE, ID 83241
Original Owner	LEO B ROPER RT 1 BOX 126 GRACE, ID 83241

Priority Date: 06/01/1941

Basis: Statutory Claim

Status: Active

<u>Source</u>	<u>Tributary</u>
SPRING	STEVES CREEK

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
DOMESTIC	1/01	to 12/31	0.060 CFS	
	<u>Total Diversion:</u>		0.060 CFS	

Location of Point(s) of Diversion

SPRING NW1/4NE1/4 Sec. 20, Twp 11S, Rge 40E, B.M. CARIBOU County

Place of Use

DOMESTIC

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
11S	40E	20		X															

Conditions of Approval:

1. SPRING PROVIDES CULINARY WATER FOR TWO OTHER DOMESTIC USES

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 13-622

WATER RIGHT NUMBER: 13-622

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	BETTY J ROPER RT 1 BOX 126 GRACE, ID 83241
Current Owner	LEO B ROPER RT 1 BOX 126 GRACE, ID 83241
Original Owner	SEWELL ROPER

, ZZ

Priority Date: 12/08/1882

Basis: Decreed

Status: Active

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

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	4/20 to 9/30	1.600 CFS	
<u>Total Diversion:</u>		1.600 CFS	

Location of Point(s) of Diversion

STEVES CREEK NE1/4NW1/4 Sec. 19, Twp 11S, Rge 40E, B.M. CARIBOU County

Place of Use

IRRIGATION Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
11S 40E 18												X				X	
11S 40E 20		X			X	X											

Conditions of Approval:

1. NOT TO EXCEED 80 AC. IRR./YR.
TRANS. 2451.

DATE OF
PRIORITY

AMOUNT IN
SECOND FEET

POINT OF DIVERSION AND
PLACE OF USE

west quarter, and the South half of the Southeast quarter of Section 7, the Southwest quarter of the Southwest quarter of Section 8, the East half of the Northwest quarter and the Northeast quarter of Section 18, said Township and Range.

BOBS CREEK

250. *George M. Smith and Mary E. Smith:*
1883—May 7 1.8 c.f.s.

To be diverted from said creek in the Southwest quarter of the Southwest quarter of Section 7, Township 11 South, Range 40 East, for the irrigation of 90 acres of land in the Northeast quarter of the Southwest quarter and the Southeast quarter of Section 8, Township 11 South, Range 40 East, B. M.

251. *Ira H. Hogan:*
1883—May 7 2.4 c.f.s.

To be diverted from said creek in the Northwest quarter of the Northwest quarter of Section 17, for the irrigation of 120 acres of land in the North half of the Northwest quarter of Section 17, and the North half of the Northwest quarter of Section 16, Township 11 South, Range 40 East, B. M.

252. *George A. Hogan:*
1883—May 7 0.8 c.f.s.

To be diverted from said creek in the Northeast quarter of the Northeast quarter of Section 17, for the irrigation of 40 acres of land in the South half of the Northeast quarter and the Southeast quarter of the Northwest quarter, and the Northwest quarter of the Southeast quarter of Section 16, all in Township 11 South, Range 40 East, B. M.

STEVES CREEK

253. *Sewell Roper,
Simpson Roper,
Orrin Roper,
Roy Roper, known as Roper Brothers, a partnership, substituted
for J. F. Medford and Lucinda Walker:*
1882—December 8 1.6 c.f.s.

To be diverted from said creek in the Northeast quarter of the Northwest quarter of Section 19, Township 11 South, Range 40 East, for the irrigation of 80 acres of land in the Northeast quarter of the Northeast quarter of Section 19, and the North half of the Northwest quarter, and the West half of the Northeast quarter of Section 20, Township 11 South, Range 40 East, B. M.

→ Renumbered to
13-622 in
transfer # 2451

RECEIVED
MAY 10 1900

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, B. M.
South-

DATE OF
PRIORITY

AMOUNT IN
SECOND FEET

POINT OF DIVERSION AND
PLACE OF USE

west quarter, and the South half of the Southeast quarter of Section 7, the Southwest quarter of the Southwest quarter of Section 8, the East half of the Northwest quarter and the Northeast quarter of Section 18, said Township and Range.

BOBS CREEK

250. *George M. Smith and Mary E. Smith:*
1883—May 7 1.8 c.f.s.

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251. *Ira H. Hogan:*
1883—May 7 2.4 c.f.s.

To be diverted from said creek in the Northwest quarter of the Northwest quarter of Section 17, for the irrigation of 120 acres of land in the North half of the Northwest quarter of Section 17, and the North half of the Northwest quarter of Section 16, Township 11 South, Range 40 East, B. M.

252. *George A. Hogan:*
1883—May 7 0.8 c.f.s.

To be diverted from said creek in the Northeast quarter of the Northeast quarter of Section 17, for the irrigation of 40 acres of land in the South half of the Northeast quarter and the Southeast quarter of the Northwest quarter, and the Northwest quarter of the Southeast quarter of Section 16, all in Township 11 South, Range 40 East, B. M.

STEVES CREEK

253. *Sewell Roper,
Simpson Roper,
Orrin Roper,
Roy Roper, known as Roper Brothers, a partnership, substituted
for J. F. Medford and Lucinda Walker:*
1882—December 8 1.6 c.f.s.

To be diverted from said creek in the Northeast quarter of the Northwest quarter of Section 19, Township 11 South, Range 40 East, for the irrigation of 80 acres of land in the Northeast quarter of the Northeast quarter of Section 19, and the North half of the Northwest quarter, and the West half of the Northeast quarter of Section 20, Township 11 South, Range 40 East, B. M.

15784

STATE OF IDAHO
County of CaribouDate: June 9, 1998Time: 10:05 A.M.

Official Records

Recorder: Edie IzattDeputy: Denise HousleyFee: 6.00**WARRANTY DEED****FOR VALUE RECEIVED****WILSON C. MOORE and CLORIS L. MOORE, husband and wife,**

the grantors, do hereby grant, bargain, sell and convey unto

**LEO B. ROPER and BETTY J. ROPER, initial trustees, and their successors,
in trust, of the Leo and Betty Roper Trust,**whose current address is: 1676 Roper Lane
Grace, ID 83241

the grantees, the following described premises, in Caribou County, Idaho, to-wit:

**A life estate to LEO B. ROPER and BETTY J. ROPER, in the home and its
curtilage as presently utilized, described as follows:**

Township 11 South, Range 40 East of the Boise Meridian:

Section 20: Beginning at a point 82.5 feet West of the Northeast corner of the NW1/4NE1/4 of Section 20, and running thence West 250 feet; thence South 12°04'29" East 270.31 feet; thence South 53°19'17" West 126 feet; thence South 16°50'32" West 115.731 feet; thence South 77°14'00" East 46 feet; to the place of beginning, thence East 225 feet; thence North 100 feet; thence West 225 feet; thence South 100 feet to the point of beginning.

Together with the non-exclusive right-of-way to use the existing circular roadway off the county road, which encircles the house,

all of which is located upon the below-described real property:

Township 11 South, Range 40 East of the Boise Meridian:

Section 20: Beginning at a point 82.5 feet West of the Northeast corner of the NW1/4NE1/4 of Section 20, and running thence West 250 feet; thence South 12°04'29" East 270.31 feet; thence South 53°19'17" West 126 feet; thence South 16°50'32" West 115.731 feet; thence South 77°14'00" East 46 feet; thence South 40°23'00" East 275 feet; thence North 66°57'04" East 203.77 feet, more or less, to the East line of the NW1/4NE1/4; thence North 293.22 feet; thence West 82.5 feet; thence North 297 feet, to the point of beginning.

MICROFILMED

MAY 25 1998

Together with all right and title and interest of Grantors in and to all water rights, including existing fresh water spring, located in the N1/2NW1/4 of said section 20, as reserved to Grantors in the second paragraph, page 2, of that certain warranty deed from Grantors to Shaw Land and Livestock Company, a Utah Limited Partnership ("Shaw"), recorded September 15, 1982, as instrument No. 113602, records of Caribou County, Idaho ("Shaw Deed").

Together with all right, title, and interest of Grantors in and to Idaho Department of Water Resources Water Claim No. 13-4102.

Together with all right, title, and interest of Grantors in and to the easement and right-of-way retained in the second paragraph, page 2 of said Shaw Deed, to use, maintain, repair, improve, and enlarge the above-described fresh water spring, as well as the right to use the existing water lines sold by Grantors to Shaw, or water lines hereinafter erected by Shaw or the successors-in-interest to Shaw, to convey water in said pipeline, which said spring and pipeline provide water to the above described real property.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that they are free from all encumbrances except a Deed of Trust in favor of First Security Bank dated May 26, 1998, and that they will warrant and defend the same from all lawful claims whatsoever.

DATED this 4th day of June, 1998.


WILSON C. MOORE


CLORIS L. MOORE

STATE OF IDAHO)
) ss.
COUNTY OF FRANKLIN)

On this 4th day of June, 1998, before me, a Notary Public in and for said State, personally appeared Wilson C. Moore and Cloris L. Moore, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.


NOTARY PUBLIC
Residing at: Preston, Idaho
My Commission Expires: 11-16-2003



Order No. 14908

15623

STATE OF IDAHO

County of Caribou

Date: May 27, 1998

Time: 3:46 PM

Official Records

Recorder: E. J. Smith

Deputy: John S. Galt

Fee: 9.00 CT

WARRANTY DEED

THIS INDENTURE, Made this 26th day of May, 1998, between LEO B. ROPER and BETTY J. ROPER, Co-Trustees of The Leo and Betty Roper Trust, Dated the 4 day of Sept., 1997, of Grace, County of Caribou, State of Idaho, hereinafter called First Party, and WILSON C. MOORE and CLORIS L. MOORE, husband and wife, of 1676 Roper Lane, Grace, County of Caribou, State of Idaho 83241, hereinafter called Second Party:

WITNESSETH: That the said First Party, for and in consideration of the sum of FIFTY THOUSAND ONE HUNDRED AND NO/100THS DOLLARS, lawful money of the United States of America, to said First Party in hand paid by the said Second Party, the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain, Sell and Convey and Confirm unto said Second Party, and to said Second Party's heirs and assigns forever: All that certain lot, piece or parcel of land situate, lying and being in the County of Caribou, State of Idaho, more particularly described as follows, to-wit:

(See Exhibit "A" attached hereto and incorporated herein by reference)

SUBJECT to all easements, rights of way, and public roads or highways adjoining or crossing said property, and further subject to retention or reservation of mineral, oil and gas rights by prior owners of said real property or by the United States of America or the State of Idaho.

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

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the said Second Party, and to their heirs and assigns forever, and the said First Party shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, The said First Party has hereunto set their hands and seals, the day and year first above written.

Leo B. Roper
LEO B. ROPER, Co-Trustee

Betty J. Roper
BETTY J. ROPER, Co-Trustee

MAY 26 1998

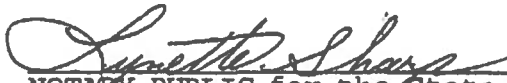
156723

STATE OF IDAHO)
 : ss.
County of Caribou)

On this 26th day of May, 1998, before me the undersigned, a Notary Public in and for said County and State, personally appeared Leo B. Roper and Betty J. Roper, known to me to be the persons whose names are subscribed to the within instrument as Co-Trustees of The Leo and Betty Roper Trust, Dated the 4 day of Sept., 1997, and acknowledged to me that they executed the same as such Co-Trustees.

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




NOTARY PUBLIC for the State of Idaho
Residing at: Soda Springs, Idaho
Commission expires: 11/8/99

MICROFILMED

MAY 26 1998

156723

Exhibit "A"

Township 11 South, Range 40 East of the Boise Meridian:

Section 20: Beginning at a point 82.5 feet West of the Northeast corner of the NW1/4NE1/4 of Section 20, and running thence West 250 feet; thence South 12°04'29" East 270.31 feet; thence South 53°19'17" West 126 feet; thence South 16°50'32" West 115.731 feet; thence South 77°14'00" East 46 feet; thence South 40°23'00" East 275 feet; thence North 66°57'04" East 203.77 feet, more or less, to the East line of the NW1/4NE1/4; thence North 293.22 feet; thence West 82.5 feet; thence North 297 feet, to the point of beginning.

Together with all right and title and interest of Grantors in and to all water rights, including existing fresh water spring, located in the N1/2NW1/4 of said section 20, as reserved to Grantors in the second paragraph, page 2, of that certain warranty deed from Grantors to Shaw Land and Livestock Company, a Utah Limited Partnership ("Shaw"), recorded September 15, 1982, as instrument No. 113602, records of Caribou County, Idaho ("Shaw Deed").

Together with all right, title, and interest of Grantors in and to Idaho Department of Water Resources Water Claim No. 13-4102.

Together with all right, title, and interest of Grantors in and to the easement and right-of-way retained in the second paragraph, page 2 of said Shaw Deed, to use, maintain, repair, improve, and enlarge the above-described fresh water spring, as well as the right to use the existing water lines sold by Grantors to Shaw, or water lines hereinafter created by Shaw or the successors-in-interest to Shaw, to convey water in said pipeline, which said spring and pipeline provide water to the above described real property.

MICROFILMED

SEP 28 1998

In Equity No. 203

**In the District Court of the United States
for the District of Idaho, Eastern Division**

UTAH POWER & LIGHT COMPANY, a Corporation, *Plaintiff,*

vs.

The Last Chance Canal Company, Limited; The Tanner Canal Company, Limited; The Central Canal Company, The North Extension Canal Company, Limited; West Branch Canal Company, Limited; The Turner Canal Company, Limited; The East Branch Canal Company, The Bench Canal, and Budge Land & Live Stock Company, Limited, corporations; W. H. Larkins, Jas. Ellsmore, Geo. Hogan, Lewis S. Pond and Alex Harris as Trustees of the Gentile Valley Irrigation Company, Limited, late a corporation; The Thatcher Irrigation Company, Limited, a corporation; Nathan D. Thatcher, J. A. Folkman, Milton Robbins and Geo. M. Smith, as Trustees of Thatcher Canal & Power Company, Limited, late a corporation; Nelson Ditch Company, a corporation; A. J. Nielson, B. B. Meek, Henry McCuen, C. S. Burton and Eli Fosgreen, as Trustees of Riverdale-Preston Irrigation Company, late a corporation; The Riverdale Irrigating Company, Nielson-Meek Company and West Cache Irrigation Company, corporations; E. P. Johnson, Albert Johnson, Hyrum Johnson, Geo. D. Anderson, Joseph T. Pond, Frank W. Harris, A. C. Bosen, Hyrum J. Smith, John E. Hill, Melvin Green, Robert L. Smith, Charles Westerburg, Peter Westerburg and David P. Evans.

Horace Howard, Henry Rhinehart, Harvey W. Higley, James Monroe (or Munro), Nellie Simmons, John Baird, William Monroe (or Munro), Orrin Monroe (or Munro), Charles Monroe (or Munro), Charles Foster, Hyrum Foster, Mary Baird, John Woodall (or J. D. Woodall), George Ellis, Skinner Irrigation Company, a corporation; Heber Crane, Fred Bartschi, Charles Bartschi, David Chugg, Phillip Chugg, Fred Stauffer, William Williams, Sr. (or William Morgan Williams), William Williams, Jr. (or William Mormon Williams), Oliver Williams, E. M. Lindsay, Georgetown Irrigation Company, a corporation, and Thomas Freeman.

RECORDED

STATE OF IDAHO
County of Caribou

SS 113002

I Herby certify that this instrument was filed
at the request of Grantors
at Boise Idaho, this 15 day of
Sept, 19 92 in my office and duty

Recorded in Microfilm Records
Elaine S. Johnson

WARRANTY DEED

Office Recorder

Deputy

FOR VALUE RECEIVED

LEO B. ROPER and BETTY J. ROPER, husband and wife,
of the County of Caribou, State of Idaho, Grantors,

do hereby grant, bargain, sell and convey unto

SHAW LAND AND LIVESTOCK COMPANY, a limited
partnership of the State of Utah, Grantee

the following described premises, located in Caribou County,
Idaho, to-wit:

Township 11 South, Range 40 East of the Boise Meridian

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

Section 18: Beginning at the Northeast corner of the
SW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 18, and running
thence West 365 feet; thence South 1320 feet;
thence East 365 feet; thence North 1320 feet,
to the point of beginning.

Section 19: NE $\frac{1}{4}$ NE $\frac{1}{4}$.

Section 20: N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, EXCEPT
THEREFROM the following described tracts:

1. Beginning at a fence corner located 42
feet North of the Southeast corner of the
NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 20, and running
thence North 88°16'45" West along a fence
408.78 feet to the Southerly right of way
of County Road;
thence North 59°36' East along said road
473.73 feet; thence South 252 feet, to the
point of beginning.

2. Beginning at a point South 66°21'30"
West 1645.8 feet from the Northeast corner
of said Section 20, and running thence South
67°30' West 508.2 feet; thence South 80°03'
West 227.1 feet; thence South 81°21' West
171.4 feet, to the TRUE POINT OF BEGINNING
and running

thence South 82°41'20" West 223.44 feet;
thence South 63°16' West 645 feet;
thence North 87°41'55" West 476.71 feet;
thence North 06°50'40" West 354.17 feet;
thence North 11°05'50" West 422.82 feet;
thence South 89°10'58" East 488.6 feet;
thence North 86°05'20" East 950 feet; thence South
12°46' W 392 ft; thence South 18°40' East 150 feet,
to the point of beginning.

EXCEPT THEREFROM any portion lying within the right of
way of County Roads.

The Grantors hereby expressly reserve to themselves,
their heirs, executors, administrators, personal
representatives, and assigns, the right, at their own risk,
to cross the parcel of land hereby conveyed, by the lanes
and roads now established upon the above described property
and at such other points as may be agreed upon by the
parties to this deed, their heirs, successors or assigns,
for the purpose of having access to such part or portion of
the land and premises of the Grantors as may, by the
conveyance of the herein described tract or parcel of land,

be separated from the rest of the land and premises of the Grantors, their heirs, or assigns. More specifically, but not limiting any other portion of this paragraph, the Grantors expressly reserve to themselves, their heirs, executors, administrators, personal representatives, and assigns, an easement 40 feet in width for vehicular, farm machinery, cattle and pedestrian traffic following an existing private road located in the NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 19, Township 11 South, Range 40 East, B.M., Caribou County, Idaho.

Grantors also hereby expressly reserve to themselves, their heirs, executors, administrators, personal representatives and assigns, all water and water rights from a fresh water spring located in the N $\frac{1}{4}$ NW $\frac{1}{4}$, Section 20, Township 11 South, Range 40 East, B.M., Caribou County, Idaho, as well as the right to use, maintain, repair, improve, and enlarge said spring as well as the right to use the existing water lines being purchased by Grantees or water lines hereinafter erected by Grantees to convey water from said springs in said pipeline, which said spring and pipeline provide water to buildings and property retained by Grantors located in the NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 20, Township 11 South, Range 40 East, B.M., Caribou County, Idaho.

Furthermore, the Grantors hereby expressly reserve to themselves, their heirs, executors, administrators, personal representatives, and assigns, all water rights possessed by Grantor in the Stover-Walker spring, believed to consist of, but not limited to, 1/4 cfs of water from said spring, which said Stover-Walker spring is located in the NW $\frac{1}{4}$, Section 19, Township 11 South, Range 40 East, B.M.

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

DATED: This 13 day of September, 1982.

Leo B. Roper
LEO B. ROPER

Betty J. Roper
BETTY J. ROPER

STATE OF IDAHO)
 : ss
County of Caribou)

On this 13 day of September, 1982, before me the undersigned Notary Public personally appeared LEO B. ROPER and BETTY J. ROPER, husband and wife, whose names are subscribed to the foregoing 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 IDAHO
Residing at Soda Springs

(SEAL)

156784

STATE OF IDAHO

County of Caribou

Date: June 9, 1998Time: 10:05 A.M.

Official Records

Recorder: Edie Izatt

Deputy: Denise HousleyFee: 6.00**WARRANTY DEED****FOR VALUE RECEIVED****WILSON C. MOORE and CLORIS L. MOORE, husband and wife,**

the grantors, do hereby grant, bargain, sell and convey unto

**LEO B. ROPER and BETTY J. ROPER, initial trustees, and their successors,
in trust, of the Leo and Betty Roper Trust,**whose current address is: 1676 Roper Lane
Grace, ID 83241

the grantees, the following described premises, in Caribou County, Idaho, to-wit:

A life estate to LEO B. ROPER and BETTY J. ROPER, in the home and its
curtilage as presently utilized, described as follows:

Township 11 South, Range 40 East of the Boise Meridian:

Section 20: Beginning at a point 82.5 feet West of the Northeast corner of the
NW1/4NE1/4 of Section 20, and running thence West 250 feet; thence South
12°04'29" East 270.31 feet; thence South 53°19'17" West 126 feet; thence South
16°50'32" West 115.731 feet; thence South 77°14'00" East 46 feet; to the place
of beginning, thence East 225 feet; thence North 100 feet; thence West 225 feet;
thence South 100 feet to the point of beginning.Together with the non-exclusive right-of-way to use the existing circular roadway off the
county road, which encircles the house,

all of which is located upon the below-described real property:

Township 11 South, Range 40 East of the Boise Meridian:

Section 20: Beginning at a point 82.5 feet West of the Northeast
corner of the NW1/4NE1/4 of Section 20, and running thence West
250 feet; thence South 12°04'29" East 270.31 feet; thence South
53°19'17" West 126 feet; thence South 16°50'32" West 115.731
feet; thence South 77°14'00" East 46 feet; thence South 40°23'00"
East 275 feet; thence North 66°57'04" East 203.77 feet, more or
less, to the East line of the NW1/4NE1/4; thence North 293.22 feet;
thence West 82.5 feet; thence North 297 feet, to the point of
beginning.

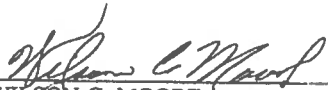
Together with all right and title and interest of Grantors in and to all water rights, including existing fresh water spring, located in the N1/2NW1/4 of said section 20, as reserved to Grantors in the second paragraph, page 2, of that certain warranty deed from Grantors to Shaw Land and Livestock Company, a Utah Limited Partnership ("Shaw"), recorded September 15, 1982, as instrument No. 113602, records of Caribou County, Idaho ("Shaw Deed").

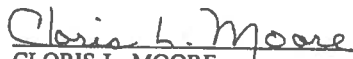
Together with all right, title, and interest of Grantors in and to Idaho Department of Water Resources Water Claim No. 13-4102.

Together with all right, title, and interest of Grantors in and to the easement and right-of-way retained in the second paragraph, page 2 of said Shaw Deed, to use, maintain, repair, improve, and enlarge the above-described fresh water spring, as well as the right to use the existing water lines sold by Grantors to Shaw, or water lines hereinafter erected by Shaw or the successors-in-interest to Shaw, to convey water in said pipeline, which said spring and pipeline provide water to the above described real property.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that they are free from all encumbrances except a Deed of Trust in favor of First Security Bank dated May 26, 1998, and that they will warrant and defend the same from all lawful claims whatsoever.

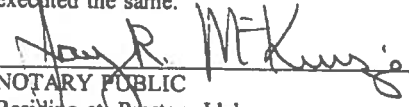
DATED this 4th day of June, 1998.


WILSON C. MOORE


CLORIS L. MOORE

STATE OF IDAHO)
) ss.
COUNTY OF FRANKLIN)

On this 4th day of June, 1998, before me, a Notary Public in and for said State, personally appeared Wilson C. Moore and Cloris L. Moore, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.


NOTARY PUBLIC
Residing at: Preston, Idaho
My Commission Expires: 11-16-2003



OWNERSHIP AND DESCRIPTION

10-10

N I R J O U R N A L

10-10

1670 ROPER LN

11S40E200610

MOORE WILSON C

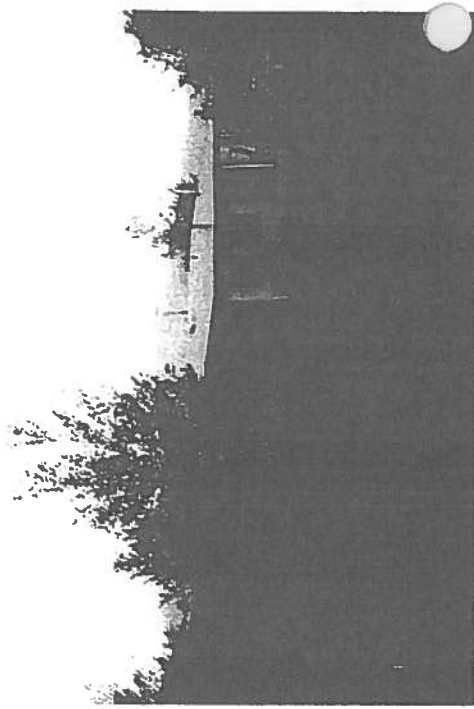
MOORE CLORIS L

1670 ROPER LN

GRACE, ID 83241

TR NW1/4NE1/4, 20.46 AC,

SEC 20, T11S R40E



ADDRESS.

1470 Roper - W.

LAND VALUE CALCULATION

[illegible]

SUMMARY OF LAND AND IMPROVEMENT VALUES

Property	Code	Appraised Value 19	19	19	19	19	19	19	19	MISCELLANEOUS DATA	VALUES SUMMARY
Land		\$								CLASS _____ USE CODE _____ MARKET GRADE _____ SHAPE CODE _____ YEAR BUILT _____ YEAR REMODELED _____ EFFECTIVE AGE _____ ZONING CODE _____ DATE OCCUPIED _____	YEAR <u>2010</u> YEAR _____
											RESIDENCE \$ _____ \$ _____
											GARAGE \$ _____ \$ _____
											CARPORT \$ _____ \$ _____
Improvements		\$									OTHER IMPROVE. \$ _____ \$ _____
											TOTAL IMPROVE. \$ _____ \$ _____
											LAND \$ <u>19865</u> \$ _____
TOTAL		\$									MARKET VALUE \$ _____ \$ _____

Listed By

nl 5/10

Priced By

✓ passed 4039 - for 2000 Old House changed to cat 32

Reviewed By

as storage facility - Sum 5/10 m

ASSESSOR

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

Instrument # 177803

CARIBOU COUNTY

2007-03-27

11:33:13 No. of Pages: 2

Recorded for: CARIBOU TITLE

VEDA MASCARENAS

Ex-Officio Recorder Deputy

Exp: 5/30

AFFIDAVIT TO TERMINATE LIFE ESTATE

STATE OF IDAHO)
: ss.
County of Caribou)

The undersigned, Betty J. Roper, first being duly sworn,
deposes and says:

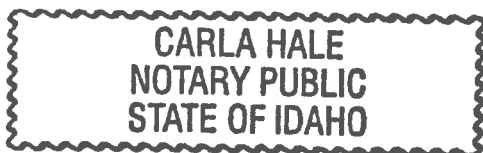
1. That she is the surviving spouse of Leo B. Roper,
deceased.

2. That Leo B. Roper, died on April 12, 2005, a copy of the
death certificate is attached hereto and by reference made a part
hereof.

3. That the life estates reserved in Warranty Deed executed
by Wilson C. Moore and Cloris L. Moore, husband and wife, to Leo B.
Roper and Betty J. Roper, initial trustees and their successors, in
trust, of the Leo and Betty Roper Trust, dated June 4, 1998,
recorded June 9, 1998, under Recorder's Instrument No. 156784,
records of Caribou County, Idaho, is hereby terminated.

Betty J. Roper
BETTY J. ROOPER

SUBSCRIBED AND SWORN to before me this 24th day of March,
2007.



Carla Hale
NOTARY PUBLIC
Residing at: Boise, Idaho
My commission expires: 9/3/2008

STATE OF IDAHO

IDAHO DEPARTMENT OF HEALTH AND WELFARE
BUREAU OF HEALTH POLICY AND VITAL STATISTICS

CERTIFICATE OF DEATH

Date Filed **APRIL 18, 2005**

State File No. 2005-02979

DECEDENT - LEGAL NAME LEO B ROPER			
SEX MALE	SOCIAL SECURITY NUMBER [REDACTED]	AGE 81 YEARS	DATE OF BIRTH NOVEMBER 29, 1923
BIRTH-PLACE GRACE, IDAHO		PLACE OF RESIDENCE THATCHER, IDAHO	
MARTIAL STATUS AT TIME OF DEATH MARRIED		NAME OF SURVIVING SPOUSE (If wife, maiden name) BETTY GRACE JOHNSON	WAS DECEDENT EVER IN U.S. ARMED FORCES? YES
FATHER - NAME SIMPSON ROPER			BIRTH-PLACE IDAHO
MOTHER - MAIDEN NAME ETHYL BROWN			BIRTH-PLACE IDAHO
METHOD OF DISPOSITION BURIAL	FUNERAL SERVICE LICENSEE F. DUAYNE SIMS		
NAME AND ADDRESS OF FUNERAL FACILITY SIMS FUNERAL HOME, SODA SPRINGS, IDAHO			
DATE OF DEATH APR. 12, 2005	TIME OF DEATH 1:50 P.M.	CITY, TOWN OR LOCATION OF DEATH GRACE (THATCHER), IDAHO	COUNTY OF DEATH CARIBOU
CAUSE OF DEATH (underlying cause last) a. CEREBRAL VASCULAR ACCIDENT (UNRESPONSIVE)			Approximate Interval Between Onset and Death DAYS
b. DUE TO (or as a consequence of): LIVER METASTASES			2 MONTHS
c. DUE TO (or as a consequence of): RENAL CELL CANCER			18 MONTHS
d. DUE TO (or as a consequence of):			
OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH but not resulting in the underlying cause given above NONE STATED			WAS AN AUTOPSY PERFORMED? NO
MANNER OF DEATH NATURAL	NAME OF CERTIFIER REX EMERSON WORTHAM, M.D.		TITLE PHYSICIAN
CORONER SUBSEQUENT CERTIFICATION IF NECESSARY			
DATE OF INJURY	TIME OF INJURY	PLACE OF INJURY	INJURY AT WORK?
LOCATION WHERE INJURY OCCURRED			
DESCRIPTION OF HOW INJURY OCCURRED			



This is a true and correct reproduction of the document officially registered and placed on file with the IDAHO BUREAU OF HEALTH POLICY AND VITAL STATISTICS.

DATE ISSUED: APRIL 19, 2005

This copy not valid unless prepared on engraved border displaying state seal and signature of the Registrar.

JANE S. SMITH
STATE REGISTRAR

ANY ALTERATION OR ERASURE VOID THIS CERTIFICATE

Order No. 13867

STATE OF IDAHO }
County of Caribou } ss.

151729

I hereby certify that this instrument was filed at the request

of Caribou State

at 3:45 o'clock p.m this 6 day of

May, 19 96 in my office and duly

recorded in Microfilm Records

Recorder: Edie Jatt

Edie Jatt

Ex-Officio Recorder

Deputy

WARRANTY DEED

THIS INDENTURE, Made this 27th day of February, 1996, between LEO B. ROPER and BETTY J. ROPER, husband and wife of 1676 Roper Lane, City of Grace, County of Caribou, State of Idaho 83241 hereinafter called First Party, and WILSON C. MOORE and CLORIS L. MOORE, husband and wife of 1670 Roper Lane, City of Grace, County of Caribou, State of Idaho 83241 hereinafter called Second Party:

WITNESSETH: That the said First Party, for and in consideration of the sum of EIGHTEEN THOUSAND DOLLARS, lawful money of the United States of America, to said First Party in hand paid by the said Second Party, the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain, Sell and Convey and Confirm unto said Second Party, and to said Second Party's heirs and assigns forever: All that certain lot, piece or parcel of land situate, lying and being in the County of Caribou, State of Idaho, more particularly described as follows, to-wit:

Township 11 South, Range 40 East of the Boise Meridian:

Section 20: Beginning at a point 332.5 feet West of the Northeast Corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 20, and running thence West 987.5 feet, more or less, to the North Quarter Corner of Section 20;
thence South 415.59 feet;
thence North 86°05'20" East 309.26 feet;
thence North 12°46' West 88.06 feet;
thence South 77°14' East 596.2 feet;
thence North 18°24'22" East 106.202 feet;
thence North 53°19'17" East 126 feet;
thence North 12°04'29" West 270.31 feet,
to the point of beginning.

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

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the said Second Party, and to their heirs and assigns forever, and the said First Party shall and will warrant and by these

presents forever defend.

IN WITNESS WHEREOF, The said First Party has hereunto set their hands and seals, the day and year first above written.

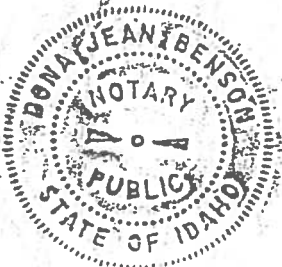
Leo B. Roper
LEO B. ROPER

Betty J. Roper
BETTY J. ROPER

STATE OF IDAHO)
 : ss.
County of Caribou)

On this 5th day of March, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared Leo B. Roper and Betty J. Roper, 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.



Donat Jean Benson
NOTARY PUBLIC for the State of Idaho
Residing at: Soda Springs, Idaho
Commission expires: 8-15-97

STATE OF IDAHO } ss. **150393**
County of Caribou

I hereby certify that this instrument was filed at the request
of Caribou Title
at 3:10 o'clock P m this 14th day of
July, 1995 in my office and duly

recorded in Microfilm Records
Recorder: Edie Izatt

Denise Hawley
Ex-Officio Recorder Deputy 500

WARRANTY DEED

THIS INDENTURE, Made this 14th day of July, 1995, between Yolanda Walker, a single woman, of Soda Springs, Idaho hereinafter called First Party, and Wilson C. Moore, Jr. and Cloris L. Moore, husband and wife, of 1670 Roper Lane, Grace, Idaho 83241 hereinafter called Second Party:

WITNESSETH: That the said First Party, for and in consideration of the sum of **FIFTY FIVE THOUSAND AND NO/100 DOLLARS**, lawful money of the United States of America, to said First Party in hand paid by the said Second Party, the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain, Sell and Convey and Confirm unto said Second Party, and to said Second Party's heirs and assigns forever: All that certain lot, piece or parcel of land situate, lying and being in the County of Caribou, State of Idaho, more particularly described as follows, to-wit:

Township 11 South, Range 40 East of the Boise Meridian:

Section 20: A tract of land in the NW~~1/4~~ of said Section 20, more particularly described as follows:

Beginning at a point 1507.7 feet West and 660 feet South from the Northeast Corner of said Section 20, and running
thence South 67°30' West 508.2 feet along a County road;
thence South 80°03' West 227.1 feet along said road;
thence South 81°21' West 171.4 feet along said road;
thence North 18°40' West 150 feet;
thence North 12°46' East 480.6 feet;
thence South 77°14' East 642.2 feet;
thence South 40°23' East 275 feet,
to the point of beginning.

TOGETHER WITH a 1975 Hacienda mobile home.

SUBJECT to all easements, rights of way, and public roads or highways adjoining or crossing said property, and further subject to retention or reservation of mineral, oil and gas rights by prior owners of said real property or by the United States of America or the State of Idaho.

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

150393

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

IN WITNESS WHEREOF, The said First Party has hereunto set their hands and seals, the day and year first above written.

Yolanda Walker
YOLANDA WALKER

STATE OF IDAHO)
 : ss.
County of Caribou)

On this 14th day of July, 1995, before me the undersigned, a Notary Public in and for said County and State, personally appeared Yolanda Walker, 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.

Wanda Jean Benson
NOTARY PUBLIC for the State of Idaho
Residing at: Soda Springs, Idaho
Commission expires: 8/15/97

WARRANTY DEED

FOR VALUE RECEIVED

DAN WILLIAMSON and CALLIE WILLIAMSON, Husband & Wife

Time 2:35 PM
Sharon Records
(Sharon Records) & Justice
For 3.00 chg C

the grantors, do hereby grant, bargain, sell, and convey unto

DENISE LYNN WALKER and YOLANDA WALKER, Husband & Wife

the grantees, whose current address is 1478
1800 Roper Lane
Grace, Idaho

Initial
Initial

the following described premises, to-wit:

Township 11 South, Range 40 East of the Boise Meridian:

Section 20: A tract of land in the Northwest 1/4 Northeast 1/4 of said Section 20, more particularly described as follows: Beginning at a point 1507.7 feet West and 660 feet South from the Northeast corner of said Section 20, and running thence South 67°30' West 508.2 feet along a county road; thence South 80°03' West 227.1 feet along said road; thence South 81°21' West 3.0 feet along said road; thence North 12°46' East 547.1 feet; thence South 77°14' East 407.2 feet; thence South 40°23' East 275.0 feet to the POINT OF BEGINNING. ALSO: Section 20: A tract of land in the Northwest 1/4 Northeast 1/4 of Section 20, more particularly described as follows: Beginning at a point 1507.7 feet West and 660 feet South from the Northeast corner of said Section 20, and South 67°30' West 508.2 feet along a county road and South 80°03' West 227.1 feet along said road; and South 81°21' West 3.0 feet along said road, to the TRUE POINT OF BEGINNING, and running thence North 12°46' East 547.1 feet; thence North 77°14' West 235 feet; thence South 12°46' West 480.6 feet; thence South 18°40' East 150 feet; thence North 81°21' East 168.4 feet, to the POINT OF BEGINNING.

Subject to Reservations in United States and State Patents, existing and recorded rights of way and easements, zoning and building ordinances, use restrictions of record, if any and taxes and assessments as provided between the parties hereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and 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 incumbrances except as hereinabove set forth and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: October 1, 1991

This Warranty Deed is re-recorded to correct an error in the description.

Dan Williamson
Dan Williamson

Callie Williamson
Callie Williamson

STATE OF IDAHO, COUNTY OF Bannock
On this 1st day of Oct, 1991,
before me, a Notary Public in and for said State, personally
appeared
Dan Williamson and Callie Williamson

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

Notary Public
Residing at Pocatello
Comm. Expires 4-21-93

Notary Public
Idaho

STATE OF IDAHO } ss 148193
County of Bannock
I hereby certify that this instrument was filed at the request
of *Carlton A. Gifford*
at *2:35 PM* on this *1st* day of
October, 1991, in my office and duly
recorded in Bannock Records
Reference A. Jenkins
Ex-Officio Notary *83.00* Deputy *Ruth A. Gifford*

INSTRUMENT NO.

First American Title Company of Pocatello, Inc.

143730 143731
THIS DEED OF TRUST, Made this 1st day of October, 19 91
BETWEEN Donald Lynn Walker and Yolanda Walker, Husband and Wife

whose address is 1800 Poplar Lane, Grace, Idaho

herein called GRANTOR,

FIRST AMERICAN TITLE COMPANY, INC, an Idaho corporation, herein called TRUSTEE,
and Dan Williamson and Callie Williamson, Husband and Wife, herein called BENEFICIARY,
WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE,
IN TRUST, WITH POWER OF SALE, that property in the County of Caribou
State of Idaho, described as follows and containing not more than twenty acres:

Township 11 South, Range 40 East of the Boise Meridian:

Section 20: A tract of land in the Northwest 1/4 Northwest 1/4 of said Section 20, more particularly described as follows: Beginning at a point 1507.7 feet West and 660 feet South from the Northeast corner of said Section 20, and running thence South 67°30' West 508.2 feet along a county road; thence South 80°03' West 227.1 feet along said road; thence South 81°21' West 3.0 feet along said road; thence North 12°46' East 547.1 feet; thence South 77°14' West 407.2 feet; thence South 40°23' East 275.0 feet to the POINT OF BEGINNING.

ALSO:

Section 20: A tract of land in the Northwest 1/4 Northwest 1/4 of Section 20, more particularly described as follows: Beginning at a point 1507.7 feet West and 660 feet South from the Northeast corner of said Section 20, and South 67°30' West 508.2 feet along a county road and South 80°03' West 227.1 feet along said road; and South 81°21' West 3.0 feet along said road, to the TRUE POINT OF BEGINNING, and running thence North 12°46' East 547.1 feet; thence North 77°14' West 235 feet; thence South 12°46' West 480.6 feet; thence South 18°40' East 190 feet; thence North 81°21' East 168.4 feet, to the POINT OF BEGINNING.

*This Deed of Trust is re-recorded to correct an error in the description.**

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of Forty Three thousand and no/100-----Dollars, (\$ 43,000.00) final payment due 10/1/2001

and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or repair promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished thereon; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereon; not to encumber, suffer or permit any act upon said property in violation of law to encumber, trespass, or allow, tenants, groups and do all other acts which from the character or use of said property may be reasonably necessary, the specific covenants herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay, at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby covered the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, notwithstanding it trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at eight per cent per annum.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation as to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto, and, in enforcing any such power, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may recover all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and return and upon payment of its fee, Trustee shall recover, without warranty, the property then held hereunder. The receipt in any recovery executed under this deed of trust of any moneys or fees, shall be conclusive proof of the truthfulness thereof. The parties in such recovery may be described as "the person or persons legally entitled thereto."

5. As additional security, Grantor hereby agrees to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name and for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

14-733

148194

1. Upon default by Grantee in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall advance or cause the Trustee to advance a written notice of such default and of his election to exercise the power herein conferred upon him to sell the property described in this instrument, and shall cause such notice to be recorded in the office of the Recorder of such county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantee, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The proceeds in each case of any sale or sales shall be used to pay out of the proceeds hereof. Any person, including Grantee, Trustee, or Beneficiary, may purchase at such sale.

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

2. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legataries, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, or, if the note has been pledged, the pledgor thereof. In this deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

3. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantee, Beneficiary or Trustee shall be a party unless brought by Trustee.

4. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and each new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

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

Donald L. Walker
Donald Lynn Walker

Yolanda Walker
Yolanda Walker

STATE OF IDAHO, COUNTY OF Barnock

On this 14th day of October, 19 91, before me, a Notary Public in and for said State, personally appeared

Donald Lynn Walker and Yolanda Walker,

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

John A. Haggard
Notary Public.

Recorded at Pocatello

File: 4-21-93

Idaho.

STATE OF IDAHO, COUNTY OF Caribou

I HEREBY CERTIFY That this instrument was filed for record at the request of Caribou Title

at 4:15 minutes past 2 o'clock P. M., this 7th day of Oct., 19 91, in my office, and duly recorded in Book

~~Microfilm~~ Microfilm Records

REBECCA A. JENNIS

Ruth Avery Es-Officio Recorder

Fees \$ 6.00
Met to

STATE OF IDAHO
Caribou Office

12-27-91

Time 2:35 PM

Notary Public

Signature of Notary

Fee 6.00 ch. GT.

DEED OF TRUST
WITH POWER OF SALE

GRANTOR

FIRST AMERICAN
TITLE COMPANY, INC.

TRUSTEE

BENEFICIARY

Deed

FIRST AMERICAN TITLE CO.
400 South 4th
Pocatello, Idaho 83401

THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR
ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST

Make

, 19

To FIRST AMERICAN TITLE COMPANY, INC.

Trustee:

You are hereby authorized and requested to execute a promissory note and deliver same to

The undersigned hereby certifies that the owner and holder of the debt mentioned in said deed of trust and that the same has never been assigned or transferred.

Address

Telephone No.

WARRANTY DEED

FOR VALUE RECEIVED

DAN WILLIAMSON and CALLIE WILLIAMSON, Husband & Wife

the grantors, do hereby grant, bargain, sell, and convey unto

DENEAL LYNN WALKER and YOLANDA WALKER, Husband & Wife

the grantees, whose current address is ¹⁶⁷⁰~~1680~~ Roper Lane
Grace, Idaho



the following described premises, to-wit:

Township 11 South, Range 40 East of the Boise Meridian:

Section 20: A tract of land in the Northwest 1/4 Northeast 1/4 of said Section 20, more particularly described as follows: Beginning at a point 1507.7 feet West and 660 feet South from the Northeast corner of said Section 20, and running thence South 67°30' West 508.2 feet along a county road; thence South 80°03' West 227.1 feet along said road; thence South 81°21' West 3.0 feet along said road; thence North 12°46' East 547.1 feet; thence South 77°14' East 407.2 feet; thence South 40°23' East 275.0 feet to the POINT OF BEGINNING. ALSO: Section 20: A tract of land in the Northwest 1/4 Northeast 1/4 of Section 20, more particularly described as follows: Beginning at a point 1507.7 feet West and 660 feet South from the Northeast corner of said Section 20, and South 67°30' West 508.2 feet along a county road and South 80°03' West 227.1 feet along said road; and South 81°21' West 3.0 feet along said road, to the TRUE POINT OF BEGINNING, and running thence North 12°46' East 547.1 feet; thence North 77°14' West 235 feet; thence South 12°46' West 480.6 feet; thence South 18°40' East 150 feet; thence North 81°21' East 168.2 feet, to the POINT OF BEGINNING.

Subject to Reservations in United State and State Patents, existing and recorded rights of way and easements, zoning and building ordinances, use restrictions of record, if any and taxes and assessments as prorated between the parties hereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s, their heirs and assigns forever. And the said Grantor s do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that said premises are free from all incumbrances except as hereinabove set forth and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: October 1, 1991

Dan Williamson

Callie Williamson

STATE OF IDAHO, COUNTY OF Bannock

On this 1st day of Oct, 1991,
before me, a notary public in and for said State, personally
appeared:

Dan Williamson and Callie Williamson

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

Residing at Pocatello
Comm. Expires 4-21-93

Notary Public
Idaho



STATE OF IDAHO } ss
County of Bannock

142193

Certifying that this instrument was filed at the request

of Title
245 to state on this 7th day of
October, 1991 in my office and duly

recorded in Interoffice Records
Rebecca A. Jenkins

Ex-Officio Recorder

\$3.00

Deputy

INSTRUMENT NO.

First American Title Company of Pocatello, Inc.

142194

THIS DEED OF TRUST, Made this 1st day of October, 19 91
 BETWEEN Doreal Lynn Walker and Yolanda Walker, Husband and Wife

herein called GRANTOR,

whose address is 1620 Roper Lane, Grace, Idaho

FIRST AMERICAN TITLE COMPANY, INC. an Idaho corporation, herein called TRUSTEE,
 and Dan Williamson and Callie Williamson, Husband and Wife, herein called BENEFICIARY,
 WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE,
 IN TRUST, WITH POWER OF SALE, that property in the County of Caribou
 State of Idaho, described as follows and containing not more than twenty acres:

Township 11 South, Range 40 East of the Boise Meridian:

Section 20: A tract of land in the Northwest 1/4 Northeast 1/4 of said Section 20, more particularly described as follows: Beginning at a point 1507.7 feet West and 660 feet South from the Northeast corner of said Section 20, and running thence South 67°30' West 508.2 feet along a county road; thence South 80°03' West 227.1 feet along said road; thence South 81°21' West 3.0 feet along said road; thence North 12°46' East 547.1 feet; thence South 77°14' East 407.2 feet; thence South 40°23' East 275.0 feet to the POINT OF BEGINNING.

ALSO:

Section 20: A tract of land in the Northwest 1/4 Northeast 1/4 of Section 20, more particularly described as follows: Beginning at a point 1507.7 feet West and 660 feet South from the Northeast corner of said Section 20, and South 67°30' West 508.2 feet along a county road and South 80°03' West 227.1 feet along said road; and South 81°21' West 3.0 feet along said road, to the TRUE POINT OF BEGINNING, and running thence North 12°46' East 547.1 feet; thence North 77°14' West 235 feet; thence South 12°46' West 480.6 feet; thence South 18°40' East 150 feet; thence North 81°21' East 168.2 feet, to the POINT OF BEGINNING.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of Forty Three Thousand and no/100-----Dollars, (\$ 43,000.00), final payment due 10/1/2011

and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.
4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.
5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at eight per cent per annum.
6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

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

JESTAI

142194

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

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

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

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

Deneal L. Walker
Deneal Lynn Walker

Yolanda Walker
Yolanda Walker

STATE OF IDAHO, COUNTY OF Bannock

On this 15 day of October, 19 91,
before me, a Notary Public in and for said State, personally
appeared

Deneal Lynn Walker and Yolanda Walker,

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

John A. Legrand
Notary public,

Residing at Pocatello

Idaho.

Exp: 4-21-93

STATE OF IDAHO, COUNTY OF Caribou

I HEREBY CERTIFY That this instrument was filed for
record at the request of Caribou Title
at 45 minutes past 2
o'clock P. M.,

this 7th day of Oct.
19 91, in my office, and duly recorded in Book xx
of Microfilm Records

REBECCA A. JENKINS

Ex-Officio Recorder

By *Ruth Avery* DeputyFees: \$ 6.00
Mail to:DEED OF TRUST
WITH POWER OF SALE

GRANTOR

FIRST AMERICAN
TITLE COMPANY, INC.

TRUSTEE

BENEFICIARY

Dated

, 19

FIRST AMERICAN TITLE COMPANY, INC.
420 South 4th
Pocatello, Idaho 83201

THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR
ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST

Idaho

, 19

To FIRST AMERICAN TITLE COMPANY, INC.

Trustee:

You are hereby authorized and requested to execute a reconveyance hereunder and deliver same to

The undersigned hereby certifies that
the owner and holder of the debt mentioned in said deed of trust and that the same has never been assigned or transferred.

Address

Telephone No.

JESAI

RECORDED & FILED

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS THAT Federal Deposit Insurance Corporation as Liquidator of First Bank & Trust of Idaho, hereinafter called grantor, for the consideration hereinafter stated, does hereby release and quitclaim unto U.S. Department of Housing and Urban Development, hereinafter called grantee, and unto grantee heirs, successors and assigns all of the grantor's right, title and interest in that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Caribou, State of Idaho, described as follows, to-wit:

See Exhibit "A" attached hereto and made a part hereof

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 5th day of June, 1991; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

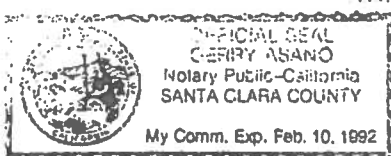
FEDERAL DEPOSIT INSURANCE CORPORATION,
In Its Corporate Capacity as Liquidator
of First Bank & Trust of Idaho

BY: *James E. Sundling*
JAMES E. SUNDLING, Attorney-in-Fact

STATE OF CALIFORNIA) SS
COUNTY OF SANTA CLARA)

On this 5th day of June, 1991, before me, the undersigned a Notary Public in and for said county, personally appeared James E. Sundling known to me to be the Attorney-In-Fact of FEDERAL DEPOSIT INSURANCE CORPORATION, as Liquidator of First Bank & Trust of Idaho, the Corporation that executed the foregoing instrument as Trustee, and known to me to be the person who executed the same on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same as Trustee, pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.



Serry Asano
Notary Public in and for said County
and State

STATE OF IDAHO } SS
County of Caribou }

142191

that this instrument was filed at the request
of *Caribou Title* on the 24th day of
October, 1991 in my office and duly
acknowledged.

142191

FEDERAL DEPOSIT INSURANCE CORPORATION as Successor in interest
to First Bank and Trust of Idaho

all that real property situated in Caribou County, State of Idaho,
described as follows:

Township 11 South, Range 40 East of the Boise Meridian:

Section 20: A tract of land in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section
20, more particularly described as follows:

Beginning at a point 1507.7 feet West and 660 feet South
from the Northeast corner of said Section 20, and South 67°30'
West 508.2 feet along a country road and South 80°03' West
227.1 feet; along said road; and South 81°21' West 3.0 feet
along said road, to the TRUE POINT OF BEGINNING, and running
thence North 12°46' East 547.1 feet;
thence North 77°14' West 235 feet;
thence South 12°46' West 480.6 feet;
thence South 18°40' East 150 feet;
thence North 81°21' East 168.4 feet,
to the point of beginning.

THIS INDENTURE, made on July 22, 1991, between Jack Kemp, Secretary of Housing and Urban Development, of Washington, D.C., acting by and through the Federal Housing Commissioner, party of the first part, and

Dan Williamson and Callie Williamson, husband and wife

142192

Whose address is: Rt 1 Box 127 Grace, Idaho 83241

WITNESSETH: That the said party of the first part, for and in consideration of the sum of ONE DOLLAR (\$1.00) lawful money of the United States of America, and other good and valuable considerations, to him in hand paid by the said party(ies) 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(ies) of the second part, and to the heirs and assigns of the said party(ies) of the second part, forever

SEE ATTACHED

BEING the same property acquired by the party of the first part pursuant to the provisions of the National Housing Act, as amended (12 USC 1701 et seq.) and the Department of Housing and Urban Development Act (79 Stat. 667).

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

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

SUBJECT TO ALL covenants, restrictions, reservations, easements, conditions and rights appearing of record; and SUBJECT to any state of facts an accurate survey would show.

IN WITNESS WHEREOF the undersigned has set his hand and seal as Office Manager, and on behalf of the said Secretary of Housing and Urban Development, under authority and by virtue of the Code of Federal Regulations, Title 24, Chapter II, Part 200, Subpart D.

Witnesses:

Secretary of Housing and Urban Development

By: Federal Housing Commissioner

By: Gene Schofield (SEAL)

Boise Office Manager, Boise, Idaho

STATE OF IDAHO)

COUNTY OF ADA) ss

On July 22, 1991

, before me, a Notary Public, in and for said State, personally appeared Gene Schofield, known to me to be the duly appointed Office Manager, FHA Field Office, Boise, Idaho, and the person who executed the foregoing instrument by virtue of the authority vested in him by the Code of Federal Regulations, Title 24, Chapter II, Part 200, Subpart D, and acknowledged to me that he executed the same as Boise Office Manager, for and on behalf of, Jack Kemp, Secretary of Housing and Urban Development.

Witness my hand and official seal,
Residing at Boise, Idaho.

Alice Bodie
Notary Public, Boise, Idaho
Commission expires:

12-21-94

all that real property situated in Caribou County, State of Idaho,
described as follows:

Township 11 South, Range 40 East of the Boise Meridian:

Section 20: A tract of land in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section
20, more particularly described as follows:

Beginning at a point 1507.7 feet West and 660 feet South
from the Northeast corner of said Section 20, and South 67°30'
West 508.2 feet along a country road and South 80°03' West
227.1 feet; along said road; and South 81°21' West 3.0 feet
along said road, to the TRUE POINT OF BEGINNING, and running
thence North 12°46' East 547.1 feet;
thence North 77°14' West 235 feet;
thence South 12°46' West 480.6 feet;
thence South 18°40' East 150 feet;
thence North 81°21' East 168.4 feet,
to the point of beginning.

142192

STATE OF IDAHO } ss
County of Caribou

I hereby certify that this instrument was filed at the request
of Caribou Title
at 2:45 o'clock P in this 7th day of
October, 1991 In my office and duly

recorded in Microfilm Records
Rebecca A. Jennings

Ex-Officio Recorder

\$6.00

Ruth Avery
Deputy

STATE OF IDAHO } ss.
County of Caribou }

146944

I hereby certify that this instrument was filed at the request
of Clyde Nelson
at 10:45 o'clock A in this 20th day of
Dec, 19 93 in my office and duty
recorded in Microfilm Records
Edie Izatt
EX Officio Recorder Deputy

QUIT CLAIM DEED

THIS INDENTURE, Made this 20 day of December, 1993, between
DENEAL L. WALKER, a single man, of 1426 Hegstrom Road, Grace,
County of Caribou, State of Idaho, the Party of the First Part,
and YOLANDA WALKER, a single woman, whose address is 1670 Roper
Lane, Grace, County of Caribou, 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 TEN DOLLARS (\$10.00), lawful money of
the United States of America, to him in hand paid by the said Party
of the Second Part, the receipt whereof is hereby acknowledged,
do/does by these presents remise, release and forever QUITCLAIM,
unto the said Party of the Second Part, and to her heirs and
assigns all those certain lots, pieces, or parcels of land,
situated, lying and being in the County of Caribou, State of Idaho,
bounded and more particularly described as follows, to-wit:

Township 11 South, Range 40 East, B.M.

Section 20: A tract of land in the NW¼ NE¼ of said

Section 20, more particularly described as
follows: Beginning at a point 1507.7 feet West
and 660 feet South from the Northeast corner of
said Section 20, and running thence South 67°30'
West 508.2 feet along a county road; thence South
80°03' West 227.1 feet along said road; thence
South 81°21' West 3.0 feet along said road; thence
North 12°46' East 547.1 feet; thence South 77°14'
East 407.2 feet; thence South 40°23' East 275.0 feet
to the POINT OF BEGINNING.

ALSO: Section 20: A tract of land in the NW¼ NE¼ of

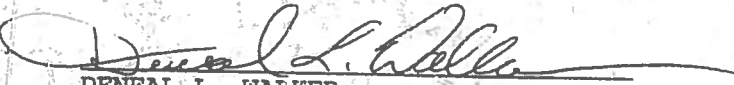
Section 20, more particularly described as follows:
Beginning at a point 1507.7 feet West and 660 feet
South from the Northeast corner of said Section 20, and
South 67°30' West 508.2 feet along a county road and
South 80°03' West 227.1 feet along said road; and South
81°21' West 3.0 feet along said road to the TRUE POINT
OF BEGINNING, and running thence North 12°46' East 547.1
feet; thence North 77°14' West 235 feet; thence South
12°46' West 480.6 feet; thence South 18°40' East 150
feet; thence North 81°21' East 168.2 feet to the
POINT 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.

146944

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the Party of the Second Part, and to her heirs and assigns forever.

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


DENEAL L. WALKER

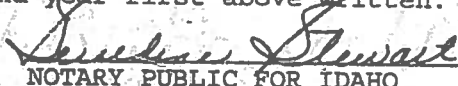
STATE OF IDAHO)

: ss

County of Caribou

On this 20 day of December, 1993, before me, the undersigned Notary Public, personally appeared DENEAL L. WALKER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

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


NOTARY PUBLIC FOR IDAHO
Residing at Soda Springs
Comm. Expires: 9/19/94

(SEAL)

Department of
Water Resources

Water Right and Adjudication Search

↓ Choose One or More Search Items ↓ Click "Search" To Enter Your Parameters

[Name](#)
(Click to expand or collapse)

☐ All
☒ Search for a specific Name
• First Name: LEO
• Last Name: ROPER

☒ All
☐ Search for a specific Basin, Right or Transfer number

☒ All
☐ Search for a specific Location by legal description

☒ All
☐ Search for Surface Water, Ground Water or a specific Source &/or Tributary

☒ All
☐ Search for a specific Water Use

☒ All
☐ Search for a specific Date Type & range of Dates

☒ All
☐ Search for one or more specific Water Right Types

☒ All
☐ Search for both Active & Inactive Records

[Search Results \(2\)](#)
(Click to expand or collapse)

[Export Results to Excel](#) [Clear All Items](#) [Start Search](#)

Click any column to sort table

Options	Type ?	Basin	Sequence	Suffix	Application Number	Basis	Status	Priority Date	Div. Rate (cfs)	Source	Water Use	Owner
Details More Options	Water Right	13	622			Decreed	Active	12/08/1882	1.6	STEVES CREEK	IRRIGATION	ROPER, BETTY J; ROPER, LEO B
Details More Options	Water Right	13	4102			Statutory Claim	Active	06/01/1941	0.06	SPRING	DOMESTIC	MOORE, CLORIS L; MOORE, WILSON C

[Export Results to Excel](#) [Clear All Items](#) [Start Search](#)

What Name
should be 3 uses for it

13-4102

[Home](#) [Contact Us](#)

 Department of
Water Resources

Water Right and Adjudication Search

Choose One or More Search Items Click "Search" To Enter Your Parameters

Name: ☒ All ☐ Search for a specific Name

Adjudication, Water Right & Basin or Transfer: ☒ All ☐ Search for a specific Basin, Right or Transfer number

Location of Use or Diversion: ☒ All ☐ Search for a specific Location by legal description

Sources: ☒ All ☐ Search for Surface Water, Ground Water or a specific Source &/or Tributary
 • Source: STEVES CREEK
 • Tributary: BEAR RIVER

Water Use: ☒ All ☐ Search for a specific Water Use

Dates: ☒ All ☐ Search for a specific Date Type & range of Dates

Water Right Types: ☒ All ☐ Search for one or more specific Water Right Types

Status: ☒ All ☐ Search for both Active & Inactive Records

[Search Results \(19\)](#)
[\(Click to expand or collapse\)](#)

[Export Results to Excel](#) [Clear All Items](#) [Start Search](#)

Click any column to sort table

12

Options	Type	Basin	Sequence	Suffix	Application Number	Basis	Status	Priority Date	Div. Rate (cfs)	Source	Water Use	Owner
Details More Options	Water Right	13	622		13-622	Decreed	Active	12/08/1882	1.6	STEVES CREEK	IRRIGATION	ROPER, BETTY J; ROPER, LEO B
Details More Options	Water Right	13	623	B	13-623B	Decreed	Active	12/08/1882	0.165	ALDER CREEK, STEVES CREEK	IRRIGATION	UNION CENTRAL LIFE INSURANCE
Details More Options	Water Right	13	623	D	13-623D	Decreed	Active	12/08/1882	0.242	ALDER CREEK, STEVES CREEK	IRRIGATION	MILLER, LEE C; MILLER, MINNIE
Details More Options	Water Right	13	623	E	13-623E	Decreed	Active	12/08/1882	0.35	ALDER CREEK, STEVES CREEK	IRRIGATION	MILLER, LEE C; MILLER, MINNIE
Details More Options	Water Right	13	623	F		Decreed	Active	12/08/1882	0.242	ALDER CREEK, STEVES CREEK	IRRIGATION	UNION CENTRAL LIFE INSURANCE
Details More Options	Water Right	13	624			Decreed	Active	12/08/1882	0.5	STEVES CREEK	IRRIGATION	BARTLOME, J

Details More Options	Water Right	13	625	B		Decreed	Active	06/01/1890	0.165	ALDER CREEK, STEVES CREEK	IRRIGATION	UNION CENTRAL LIFE INSURANCE CO
Details More Options	Water Right	13	625	D		Decreed	Active	06/01/1890	0.242	ALDER CREEK, STEVES CREEK	IRRIGATION	MILLER, LEE C; MILLER, MINNIE
Details More Options	Water Right	13	625	E		Decreed	Active	06/01/1890	0.35	ALDER CREEK, STEVES CREEK	IRRIGATION	MILLER, LEE C; MILLER, MINNIE
Details More Options	Water Right	13	625	F		Decreed	Active	06/01/1890	0.242	ALDER CREEK, STEVES CREEK	IRRIGATION	UNION CENTRAL LIFE INSURANCE
12												
Export Results to Excel		Clear All Items		Start Search								

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Department of
Water Resources

Water Right and Adjudication Search

↓ Choose One or More Search Items ↓ Click "Search" To Enter Your Parameters

Name ☒ All ☐ Search for a specific Name

Adjudication, Water Right & Basin or Transfer ☒ All ☐ Search for a specific Basin, Right or Transfer number

Location of Use or Diversion ☒ All ☐ Search for a specific Location by legal description

Sources ☒ All ☐ Search for Surface Water, Ground Water or a specific Source &/or Tributary
 • Source: STEVES CREEK
 • Tributary: BEAR RIVER

Water Use ☒ All ☐ Search for a specific Water Use

Dates ☒ All ☐ Search for a specific Date Type & range of Dates

Water Right Types ☒ All ☐ Search for one or more specific Water Right Types

Status ☒ All ☐ Search for both Active & Inactive Records

[Search Results \(19\)](#)
[\(Click to expand or collapse\)](#)

[Export Results to Excel](#) [Clear All Items](#) [Start Search](#)

Click any column to sort table

12

Options	Type	Basin	Sequence	Suffix	Application Number	Basis	Status	Priority Date	Div. Rate (cfs)	Source	Water Use	Owner
Details More Options	Water Right	13	626			Decreed	Active	12/08/1882	1	STEVES CREEK	IRRIGATION	HANSEN, R E
Details More Options	Water Right	13	628	B		Decreed	Active	12/08/1882	0.165	ALDER CREEK, STEVES CREEK	IRRIGATION	UNION CENTRAL LIFE INSURANCE
Details More Options	Water Right	13	628	D		Decreed	Active	12/08/1882	0.242	ALDER CREEK, STEVES CREEK	IRRIGATION	MILLER, LEE C; MILLER, MINNIE
Details More Options	Water Right	13	628	E		Decreed	Active	12/08/1882	0.35	ALDER CREEK, STEVES CREEK	IRRIGATION	MILLER, LEE C; MILLER, MINNIE
Details More Options	Water Right	13	628	F		Decreed	Active	12/08/1882	0.242	ALDER CREEK, STEVES CREEK	IRRIGATION	UNION CENTRAL LIFE INSURANCE
Details More Options	Water Right	13	629	B		Decreed	Active	06/01/1890	0.165	ALDER CREEK, STEVES CREEK	IRRIGATION	UNION CENTRAL LIFE INSURANCE

Details More Options	Water Right	13	629	D		Decreed	Active	06/01/1890	0.242	ALDER CREEK, STEVES CREEK	IRRIGATION	MILLER, LEE C; MILLER, MINNIE
Details More Options	Water Right	13	629	E		Decreed	Active	06/01/1890	0.35	ALDER CREEK, STEVES CREEK	IRRIGATION	MILLER, MINNIE
Details More Options	Water Right	13	629	F		Decreed	Active	06/01/1890	0.242	ALDER CREEK, STEVES CREEK	IRRIGATION	UNION CENTRAL LIFE INSURANCE
12												
Export Results to Excel		Clear All Items		Start Search								

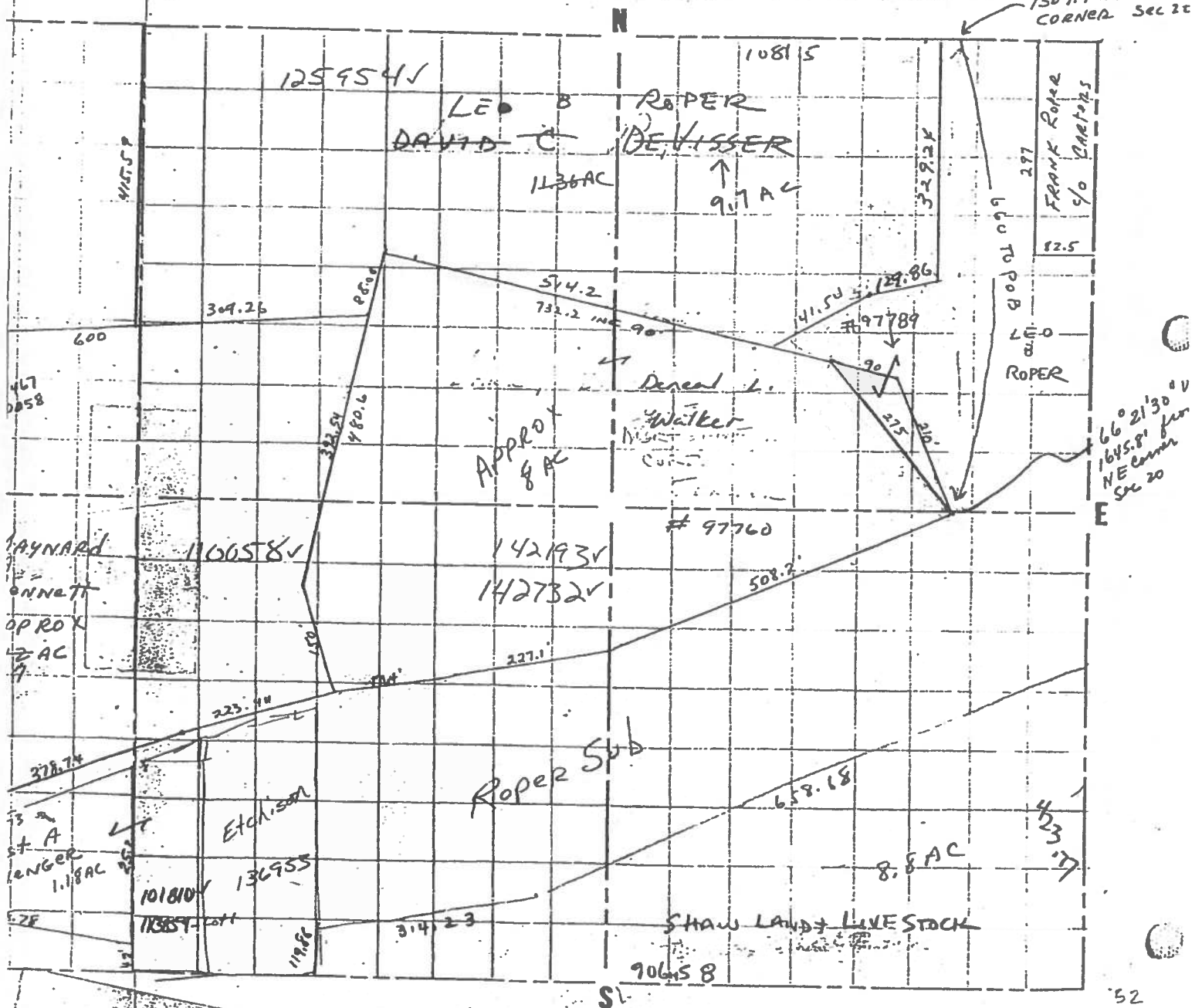
[Home](#) [Disclaimer](#) [About PDF Files](#) [Contact Us](#) [State of Idaho](#) [Accessibility](#) [Privacy & Security](#)

who's

NW 1/4 NE 1/4

(Each side small red squares=2.5 chains, 10 rods, 165 feet; area of square .625 of 1 acre.

-1507.7' to NE
CORNER sec 22



here:
SURE
Wair, Flint, Michigan

Each side small red squares=1.25 chains, 5 rods, 82.5 feet; area of square .15625 of 1 acre.

PRONTO LAND MEASURE

Copyright, 1967, James Hamilton Adair, Flint, Michigan



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

May 11, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

WILSON C MOORE
CLORIS L MOORE
1670 ROPER LANE
GRACE ID 83241

RE: Statutory Claim 13-04102

Dear Mr. & Mrs. Moore:

The Department is in receipt of the correspondence changing ownership of the above referenced statutory claim to you. We have modified our records to reflect this change in ownership and a computer generated report is enclosed.

If you have any questions regarding this matter, please feel free to contact me at 208-327-7947.

Sincerely,

A handwritten signature in black ink, appearing to be 'Jim Johnson', written over the typed name.

JIM JOHNSON, Manager
Water Right Permits Section

JJ:klt

Enclosure

IDaho DEPARTMENT OF WATER RESOURCES

WATER RIGHT NO. 13-04102

WILSON C MOORE
CLORIS L MOORE
1670 ROPER LANE
GRACE ID 83241

Priority Date: 06/01/1941
Stage: STATUTORY CLAIM

Source: SPRING
Tributary: STEVES CREEK

Beneficial Use	From:	To:	Diversion Rate	Volume
DOMESTIC	01-01	12-31	0.06 CFS	
	Total:		0.06 CFS	

Point(s) of Diversion: NWNE, Sec. 20, Township 11S, Range 40E

Place(s) of Use: DOMESTIC

Twp:	Rng:	Sec:	Tract: Acres:	Tract: Acres:	Tract: Acres:
11S	40E	20	NWNE		

Conditions of Approval and Remarks:

1. SPRING PROVIDES CULINARY WATER FOR TWO OTHER DOMESTIC USES

COPY

15784

STATE OF IDAHO
County of Caribou

Date: June 9, 1998

Time: 10:05 A.M.

Official Records

Recorder: Edie Izatt

Deputy: Denise Housley

Fee: 6.00

WARRANTY DEED

FOR VALUE RECEIVED

WILSON C. MOORE and CLORIS L. MOORE, husband and wife,

the grantors, do hereby grant, bargain, sell and convey unto

**LEO B. ROPER and BETTY J. ROPER, initial trustees, and their successors,
in trust, of the Leo and Betty Roper Trust,**

whose current address is: 1676 Roper Lane
Grace, ID 83241

the grantees, the following described premises, in Caribou County, Idaho, to-wit:

A life estate to LEO B. ROPER and BETTY J. ROPER, in the home and its
curtilage as presently utilized, described as follows:

Township 11 South, Range 40 East of the Boise Meridian:

Section 20: Beginning at a point 82.5 feet West of the Northeast corner of the
NW1/4NE1/4 of Section 20, and running thence West 250 feet; thence South
12°04'29" East 270.31 feet; thence South 53°19'17" West 126 feet; thence South
16°50'32" West 115.731 feet; thence South 77°14'00" East 46 feet; to the place
of beginning, thence East 225 feet; thence North 100 feet; thence West 225 feet;
thence South 100 feet to the point of beginning.

Together with the non-exclusive right-of-way to use the existing circular roadway off the
county road, which encircles the house,

all of which is located upon the below-described real property:

Township 11 South, Range 40 East of the Boise Meridian:

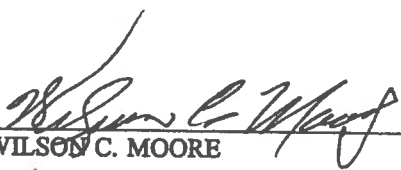
Section 20: Beginning at a point 82.5 feet West of the Northeast
corner of the NW1/4NE1/4 of Section 20, and running thence West
250 feet; thence South 12°04'29" East 270.31 feet; thence South
53°19'17" West 126 feet; thence South 16°50'32" West 115.731
feet; thence South 77°14'00" East 46 feet; thence South 40°23'00"
East 275 feet; thence North 66°57'04" East 203.77 feet, more or
less, to the East line of the NW1/4NE1/4; thence North 293.22 feet;
thence West 82.5 feet; thence North 297 feet, to the point of
beginning.

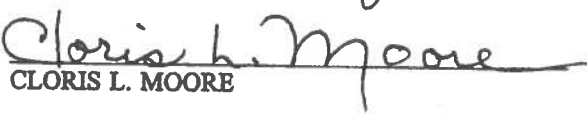
Mortgagees for any such purpose shall be added to the indebtedness hereby secure, and shall be repayable on demand, with interest at the rate of eight (8) percent per annum until paid.

For the purpose of further securing said indebtedness and performance of the covenants herein contained, the Mortgagors hereby sell and assign to the Mortgagees any and all rentals accruing, or to accrue on said premises, during the life of this mortgage.

Now, if the said Mortgagors shall comply with all terms of said Purchase and Sale Agreement, and shall otherwise comply with the terms and conditions hereof, or if Mortgagors shall pay off and secure release of the First Security Bank Note and Deed of Trust as described in paragraph 13 of said Purchase and Sale Agreement, this conveyance shall be void; but in case default shall be made in the obligation hereby secured, or any part thereof, then the Mortgagees or their assigns, at their option may declare the obligations hereby secured immediately to be in default, and foreclose this mortgage and cause said mortgaged premises to be sold in the manner provided by law, and out of the moneys arising from such sale retain all sums incurred as damages for such default, together with the costs and charges of such foreclosure suit and sale, including such sums as the court may adjudge reasonable as an attorney's fee to be allowed the plaintiff, and the overplus, if any there be, paid over to the Mortgagors, their heirs and assigns.

DATED this 4th day of June, 1998.


WILSON C. MOORE

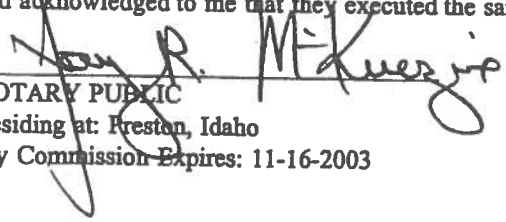

CLORIS L. MOORE

STATE OF IDAHO)

) ss.

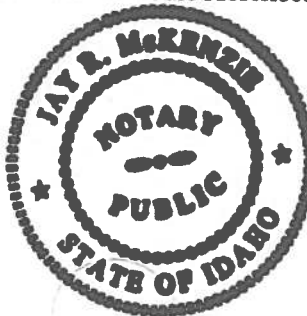
COUNTY OF FRANKLIN)

On this 4th day of June, 1998, before me, a Notary Public in and for said State, personally appeared Wilson C. Moore and Cloris L. Moore, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.


NOTARY PUBLIC

Residing at: Preston, Idaho

My Commission Expires: 11-16-2003



RELEASE OF LBR BOR.
REAL ESTATE MORTGAGE

THE MORTGAGEES, LEO B. ROPER and BETTY J. ROPER, husband and wife,
 do hereby release, terminate and cancel agreement, Dated 4th day of June, 1998,
BY INSTRUMENT NUMBER 156785 LBR BOR
 with WILSON C. MOORE and CLORIS L. MOORE the Mortgagors, the Mortgagors

having satisfied said agreement pertaining to the following described premises, in

Caribou County, Idaho, to-wit:

Township 11 South, Range 40 East of the Boise Meridian:

Section 20: A tract of land in the NW1/4NE1/4 of said Section 20, more particularly described as follows:

Beginning at a point 1507.7 feet West and 660 feet South from the Northeast Corner of said Section 20, and running thence South 67° 30' West 508.2 feet along a County road; thence South 80°03' West 227.1 feet along said road; thence South 81° 21' West 171.4 feet along said road; thence North 18°40' West 150 feet; thence North 12° 46' East 480.6 feet; thence South 77 °14' East 642.2 feet; thence South 40 °23' East 275 feet to the point of beginning.

DATED 4th day October, 2001

STATE OF IDAHO
 County of Caribou

Date: 10-4-01

Time: 9:55 AM

Official Records

Recorder: Edie Izatt

Deputy: Edie Izatt

Fee: 3.00

STATE OF IDAHO)

) ss.

COUNTY OF CARIBOU)

Leo B. Roper
 LEO B. ROPER

Betty J. Roper
 BETTY J. ROPER

On this 4th day of October, 2001, before me, a Notary Public in and for said State, personally appeared LEO B. ROPER and BETTY J. ROPER, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Denise Hunsley
 Comm expires: 8-15-03

STATE OF IDAHO
County of Caribou

159303

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

Caribou Title

at 3:10 o'clock P. m. this 14th day of

July 1995 in my office and duly

recorded in Microfilm Records

Recorder: Edna Izatt

Senise Haralac
Ex-Officio Recorder Deputy 10.00

WARRANTY DEED

THIS INDENTURE, Made this 14th day of July, 1995 between Yolanda Walker, a single woman, of Soda Springs, Idaho hereinafter called First Party, and Wilson C. Moore, Jr. and Cloris L. Moore, husband and wife, of 1570 Roper Lane, Grace, Idaho 83241 hereinafter called Second Party:

WITNESSETH That the said First Party, for and in consideration of the sum of FIFTY FIVE THOUSAND AND NO/100 DOLLARS, lawful money of the United States of America, to said First Party in hand paid by the said Second Party, the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain, Sell and Convey and Confirm unto said Second Party, and to said Second Party's heirs and assigns forever: All that certain lot, piece or parcel of land situated, lying and being in the County of Caribou, State of Idaho, more particularly described as follows, to-wit:

Township 11 South, Range 40 East of the Boise Meridian:

Section 20: A tract of land in the NW 1/4 of said Section 20, more particularly described as follows:

Beginning at a point 1507.7 feet West and 660 feet South from the Northeast Corner of said Section 20, and running

thence South 67°30' West 508.2 feet along a County road;

thence South 80°03' West 227.1 feet along said road;

thence South 81°21' West 171.4 feet along said road;

thence North 18°40' West 150 feet;

thence North 12°46' East 480.6 feet;

thence South 77°14' East 642.2 feet;

thence South 40°23' East 275 feet,

to the point of beginning.

TOGETHER WITH a 1975 Hacienda mobile home.

SUBJECT to all easements, rights of way, and public roads or highways adjoining or crossing said property, and further subject to retention or reservation of mineral, oil and gas rights by prior owners of said real property or by the United States of America or the State of Idaho.

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

150393

TO HAVE AND TO HOLD, with and singular, the said premises, together with all appurtenances and privileges the unto incident unto the said First Party, and said First Party's heirs, the said premises in the quiet and peaceable possession of said Second Party, said Second Party's heirs and assigns against the said First Party, First Party's heirs, and against all and every person or persons whatsoever lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, The said First Party has hereunto set their hands and seals, the day and year first above written.

YOLANDA WALKER
YOLANDA WALKER

STATE OF IDAHO

SS.

County of Caribou

On this 14th day of July, 1997, before me the undersigned, a Notary Public in and for said County and State, personally appeared Yolanda Walker, 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.

Notary Public for the State of Idaho
Residing at: Soda Springs, Idaho
Commission expires: 8/15/97

Does this can even?

COPY

Don L. Harding

ATTORNEY AT LAW

TELEPHONE
(208) 547-2184

152 SOUTH MAIN
P.O. Box 752
SODA SPRINGS, IDAHO 83276-0752

FAX
(208) 547-2189

August 19, 1992

Rulon C. Shaw
Jean B. Shaw
1734 Roper's Lane
Grace, ID 83241

Re: Leo B. and Betty J. Roper

Dear Mr. and Mrs. Shaw:

My firm has been retained by Leo B. and Betty J. Roper in regard to a dispute they are presently having with you regarding the use of your mainline.

Pursuant to the contract you entered into with Mr. and Mrs. Roper dated June 16, 1982, Mr. and Mrs. Roper have a right to, "use existing or any main water lines now being purchased or may be constructed in the future regarding the .04 cubic feet of water being retained by them." As you know from your discussions with Mr. Roper that they are having problems with their spring and need to transfer their .04 cubic feet of water from the main line to provide them culinary water for their home.

1982
→ Pursuant to the June 16, 1982 agreement, both Mr. Roper and yourselves agreed to be reasonable and cooperate with each other regarding this right.

Mr. Roper has advised me that you will not allow him to bury the line transmitting water from the main line to his spring. This would cause numerous problems to him and is not a reasonable position in our opinion.

Mr. and Mrs. Roper are desirous of having an expert tap into the pipe approximately 550 feet north of the spring that he is presently utilizing for culinary water. The connection would be made in a professional manner with a 3/4 inch hole in the pipe into a 1 1/4 inch pipe line which is a black PVC pipe line to be buried approximately 2 feet. We believe it is absolutely necessary to bury the pipe line since your farming activities would destroy any pipe

A:\Roper\RShaw.Lt1

Rulon C. Shaw
Jean B. Shaw
August 19, 1992
Page -2-

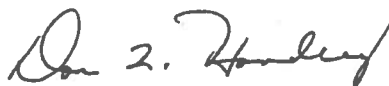
line that laid on the surface. The pipe line would run over to the spring that Mr. and Mrs. Roper take their culinary water out of and would be piped directly in to their 8 inch culinary pipe line.

Mr. Roper feels that he has tried to be reasonable and cooperative with you in the placement of the 1 1/4 inch pipe line. In the event we are unable to effect an agreement with you to this effect, it will be necessary for Mr. Roper to take appropriate legal action to enforce the terms of the June 16, 1982 agreement. In the event it is necessary to file legal action against you, Mr. and Mrs. Roper will request the court to order you to pay attorney fees and court costs incurred by them in filing the suit.

Mr. and Mrs. Roper do not want to file a lawsuit against you. They are desirous of having this matter worked out in a reasonable and fair manner.

I would appreciate hearing from you within ten days whether you are willing to work out a reasonable agreement with Mr. and Mrs. Roper. In the event you are not, we will take appropriate legal action against you without further notice. Please contact me if you have any questions.

Very truly yours,



Don L. Harding

DLH:pc
cc: Leo & Betty Roper ✓

A:\Roper\RShaw.Lt1

Order No. 13867

STATE OF IDAHO }
County of Caribou } ss.

151729

I hereby certify that this instrument was filed at the request

of Caribou Title

at 3:45 o'clock p.m this 6 day of
May, 19 96 in my office and duly

recorded in Microfilm Records

Recorder: Edie Laatt

Edie Laatt
Ex-Officio Recorder

6⁰⁰
Deputy

WARRANTY DEED

THIS INDENTURE, Made this 27th day of February, 1996, between LEO B. ROPER and BETTY J. ROPER, husband and wife of 1676 Roper Lane, City of Grace, County of Caribou, State of Idaho 83241 hereinafter called First Party, and WILSON C. MOORE and CLORIS L. MOORE, husband and wife of 1670 Roper Lane, City of Grace, County of Caribou, State of Idaho 83241 hereinafter called Second Party:

WITNESSETH: That the said First Party, for and in consideration of the sum of EIGHTEEN THOUSAND DOLLARS, lawful money of the United States of America, to said First Party in hand paid by the said Second Party, the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain, Sell and Convey and Confirm unto said Second Party, and to said Second Party's heirs and assigns forever: All that certain lot, piece or parcel of land situate, lying and being in the County of Caribou, State of Idaho, more particularly described as follows, to-wit:

Township 11 South, Range 40 East of the Boise Meridian:

Section 20: Beginning at a point 332.5 feet West of the Northeast Corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 20, and running thence West 987.5 feet, more or less, to the North Quarter Corner of Section 20;
thence South 415.59 feet;
thence North 86°05'20" East 309.26 feet;
thence North 12°46' West 88.06 feet;
thence South 77°14' East 596.2 feet;
thence North 18°24'22" East 106.202 feet;
thence North 53°19'17" East 126 feet;
thence North 12°04'29" West 270.31 feet,
to the point of beginning.

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

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the said Second Party, and to their heirs and assigns forever, and the said First Party shall and will warrant and by these

presents forever defend.

IN WITNESS WHEREOF, The said First Party has hereunto set their hands and seals, the day and year first above written.

Leo B. Roper
LEO B. ROPER

Betty J. Roper
BETTY J. ROPER

STATE OF IDAHO)
: ss.
County of Caribou)

On this 5th day of March, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared Leo B. Roper and Betty J. Roper, 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.



Donajean Benson
NOTARY PUBLIC for the State of Idaho
Residing at: Soda Springs, Idaho
Commission expires: 8-15-97

February 21, 1979

Mr. Leo B. Roper
Route #1, Box 126
Grace, Idaho 83241

Dear Mr. Roper:

Re: Claim to a Water Right

We are returning your claim to a water right for the correction of two items in your claim. First, the date of priority in Item 1 should specify as to the day and month of first usage. Also, the location of use in Item 6 has an "X" in the NE $\frac{1}{4}$ NW $\frac{1}{4}$, whereas Items 5 and 8 show you to be using the water in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 20. When these corrections are made we can then accept and process your claim to a water right.

Respectfully,

RODNEY A. PARKER
Sr. Water Resource Agent

RAP:dh

Attachment
Enclosure

ENCLOSURE

February 27, 1979

Mr. Leo B. Roper
Route #1, Box 126
Grace, Idaho 83241

Dear Mr. Roper:

Re: Claim to a Water Right

Attached herewith is Departmental receipt No. 12907 in the amount of \$20.00 for the above referenced claim.

Very truly yours,

RONALD D. CARLSON
Supervisor
Eastern Region

RDC:dh

Attachment

MICROFILMED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Eastern Region

1515 Lincoln Road
Idaho Falls, ID 83401
(208) 523-7186

MARCH 2, 1979

Caribou County Sun
P. O. Box 815
Soda Springs, Idaho 83276

Gentlemen:

Enclosed you will find a legal notice which we wish to have published on the dates indicated (once a week for two consecutive weekly issues) in your newspaper. We have allowed ample time for you to submit a sales proof to this office for review before the first publication date. If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Your cooperation is appreciated.

Please send the affidavit of publication and publication billing to this office before MARCH 26, 1979.

Yours truly,

RONALD D. CARLSON
Supervisor

Encl.

MICROFILMED

NOTICE OF CLAIMS TO WATER RIGHTS

Notice is hereby given that the following claim(s) to water right(s) have been established by diversion and application to beneficial use:

13-4102-

ROPER, LEO B.

ROUTE 1, BOX 126, GRACE, ID 83241

Source: UNNAMED SPRING tributary to STEVES CREEK

Priority Date: 06/01/1941

Amount: 0.06 CFS

Diversion Point: NWNE Sec 20 T 11S R 40E, CARIBOU Co.

Use: DOMESTIC (0.06 CFS) from 01/01 to 12/31

Place of Use: NWNE Sec 20 T 11S R 40E

Diversion Means: PIPELINE

Any exception to any claim of water right may be filed with the Director of the Idaho Department of Water Resources, 1515 Lincoln Road, Idaho Falls, Idaho 83401.

C. STEPHEN ALLRED

Director

Published 3/8 & 3/15/79.

MICROFILMED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Eastern Region

1515 Lincoln Road
Idaho Falls, ID 83401
(208) 523-7186

MARCH 26, 1979

LEO B. ROPER
ROUTE 1, BOX 126
GRACE

ID 83241

RE: Claim No. 13-4102

Dear Claimant:

The Department of Water Resources has completed the advertising of your claim to a water right, and no further action is authorized under Section 42-243 and 42-244, IDAHO CODE. Your claim will be retained in our files and will be available at any time for use by you or the court.

The filings and advertising of the claim does not confirm the water right claimed, but will serve to record and preserve the information and the evidence which you included in your claim.

If, at a later date, you find that you have additional information or supporting evidence that you would like to have included with the claim, you may have that information or evidence added at any time. Please refer to the claim identification number when corresponding with this office.

We are enclosing a copy of your claim for your records. If you have questions, or if this office may be of further assistance, please feel free to contact us.

Yours truly,

RONALD D. CARLSON
Eastern Region Supervisor

Enclosure

mailed to claimant 4/2/79

NOT RECORDED



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

May 11, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

WILSON C MOORE
CLORIS L MOORE
1670 ROPER LANE
GRACE ID 83241

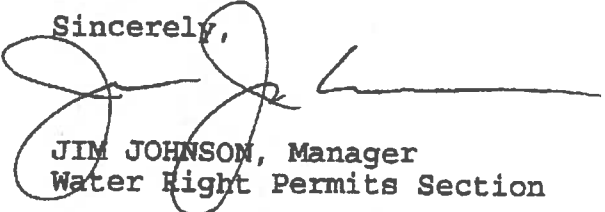
RE: Statutory Claim 13-04102

Dear Mr. & Mrs. Moore:

The Department is in receipt of the correspondence changing ownership of the above referenced statutory claim to you. We have modified our records to reflect this change in ownership and a computer generated report is enclosed.

If you have any questions regarding this matter, please feel free to contact me at 208-327-7947.

Sincerely,



JIM JOHNSON, Manager
Water Right Permits Section

JJ:klt

Enclosure

MICROFILMED

MAY 26 1999

February 9, 1979

Mr. Leo B. Roper
Route #1, Box 126
Grace, Idaho 83241

Dear Mr. Roper:

I recently received your application for permit to appropriate water from an unnamed spring tributary to Steve's Creek. After reviewing the application, I have determined that you should file a claim to a water right in order to preserve an earlier priority date, as you have stated that water was first put to beneficial use in 1944.

Enclosed please find a claim to a water right form and a "Water User's Handbook," containing complete instructions for the proper completion of the claim. I am also returning your application for permit and your personal check, No. 897, in the amount of \$10.00. Please note that as of July 1, 1978, our statutory filing fees have realized an increase. It now costs \$20.00 to process a claim to a water right.

If you have any questions concerning the proper completion of the form, please call me and I will assist you by telephone. Also, be sure to place your notarized signature where indicated on the back of the claim.

Very truly yours,

ANTHONY R. KOZLOWSKI
Water Resource Agent

ARK:dh

Attachment
Enclosures



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: www.idwr.idaho.gov

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

April 12, 2017

REGAN P PHILLIPS
SHARIE PHILLIPS
1670 ROPERS LANE
GRACE, ID 83241

Re: Change of Ownership for Water Right/Permit No(s): 13-4102

Dear Water Right Holder(s):

The Department acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records to reflect this change in ownership and has enclosed a computer-generated report for your records.

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 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 § 42-222 and §42-223, Idaho Code.

Also note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right, to the Department. Notice of the change must be provided to the Department within **120 days** of the change. Water right forms are available from any office of the Department, or at www.idwr.idaho.gov.

If you have any questions concerning the enclosed information, please feel free to contact me at (208) 287-4942.

Sincerely,

Jean Hersley
Technical Records Specialist II

Enclosure(s)

c: Water District 11

SCANNED

APR 12 2017