

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
AUG 25 2016
Department of Water Resources
Eastern Region

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

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
34-13957 > 34-13957	Yes ☒	Yes ☐		Yes ☐	Yes ☐
34-14593 > 34-13959	Yes ☒	Yes ☐		Yes ☐	Yes ☐
34-13959 > 34-13959	Yes ☐	Yes ☐		Yes ☐	Yes ☐
34-14594	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Milt Butler
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Ray and Judie Black
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☒ and/or
- 5560 N 5975 W Mackay ID 83251
Mailing address City State ZIP
- 208-588-2126 PIONEER 412 @ ATCNET.NET
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. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).

7. This form must be signed and submitted with the following **REQUIRED** items:

- ☐ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- ☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- ☐ Filing fee (see instructions for further explanation):
- o \$25 per *undivided* water right.
 - o \$100 per *split* water right.
 - o No fee is required for pending adjudication claims.
- ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
- ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

SUPPORT DATA

IN FILE # 34-13957

8. Signature: Ray Black _____ Title, if applicable _____ Date 8-25-16
Signature of new owner/claimant
- Signature: _____ Title, if applicable _____ Date _____
Signature of new owner/claimant

For IDWR Office Use Only:

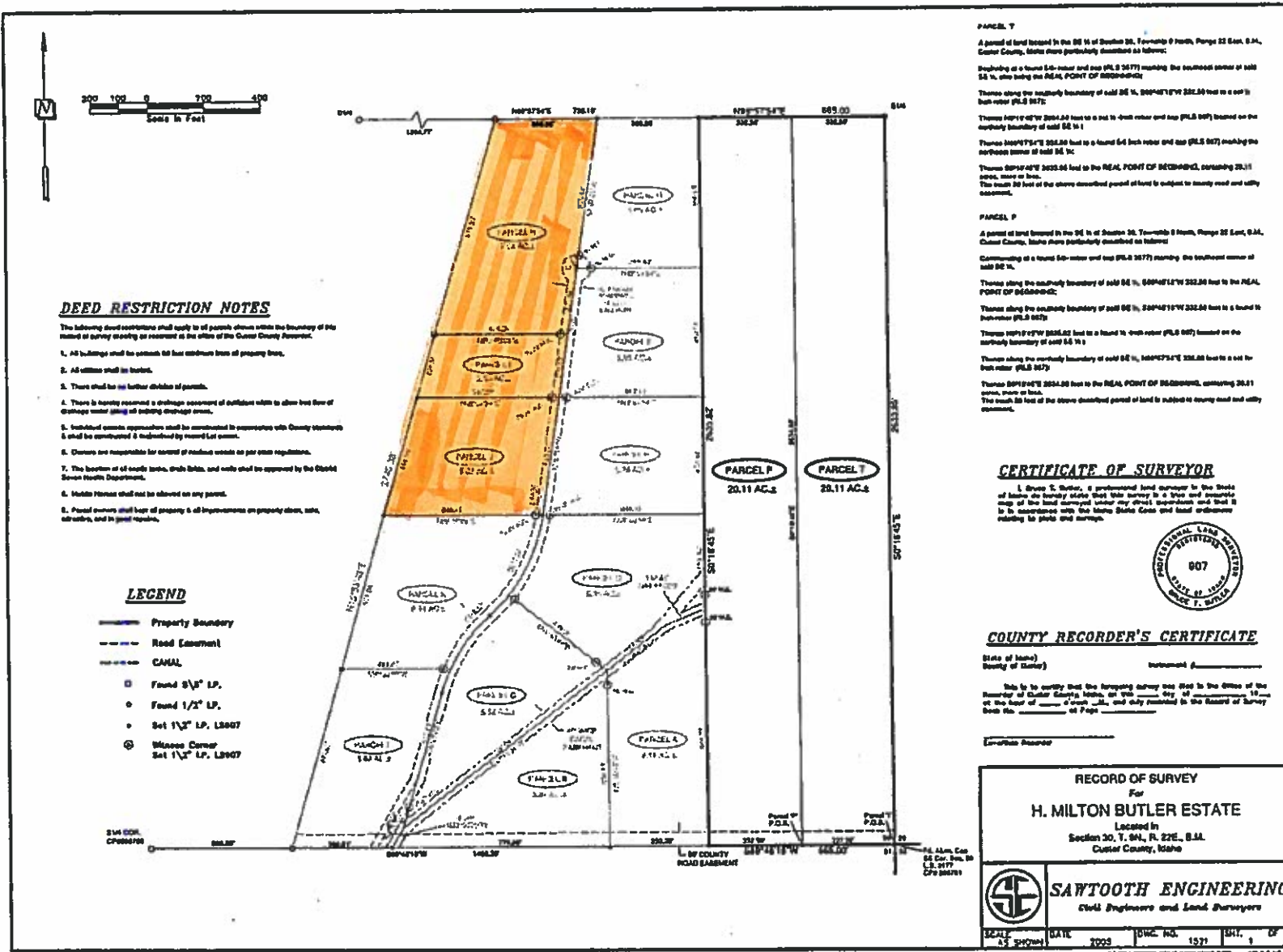
Received by JB Date 8/25/2016 Receipt No. E042391 Receipt Amt. \$200 -

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

Name on W-9 _____ Approved by JB Processed by JB Date 2/28/2017

Owned By Black

Exhibit A



RECORDATION REQUESTED BY:

Ray & Judie Black
5560N 5975W
Mackay, Idaho 83251

WHEN RECORDED MAIL TO:

Ray & Judie Black
5560N 5975W
Mackay, Idaho 83251

244783
Custer County Reg. of
Ray & Judie Black
Time 10:32 A M Date 10-25-2011

Barbara C. Tierney, Clerk

[Signature] \$ 13.00
Deputy

SPACE ABOVE IS FOR RECORDER'S USE ONLY

QUITCLAIM DEED

FOR VALUE RECEIVED, **JERRY BUTLER**, a married man as his sole and separate property, hereinafter the Grantor, does hereby convey, release, remise and forever quitclaim to **RAY BLACK AND JUDIE BLACK**, whose current address is 5560N 5975W Mackay, Idaho 83251, hereinafter called the Grantee, the following described premises located in Custer County, Idaho, which is more particularly described as follows, to-wit:

Known as: Parcel I according to the RECORD OF SURVEY, filed for record on December 7, 1998 as instrument No. 217146, records of Custer County, Idaho, more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

together with one-inch of water and water rights per acre and all appurtenances.

DATED this 30th day of September, 2011

By GRANTOR:

[Signature]
JERRY BUTLER

STATE OF Idaho
County of Ada)ss

On this 30th day of September, 2011, before, a notary public, personally appeared **JERRY BUTLER**, known or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



[Signature]
Notary Public for State of Idaho
Residing at: Boise, ID
Commission Expires: 1-13-15

EXHIBIT APARCEL "I"

A parcel of land located in the SE1/4 of Section 30, Township 9 North, Range 22 East, Boise Meridian, Custer County, Idaho, more particularly described as follows:

Commencing at the northeast corner of said SE1/4;

Thence along the northerly boundary of said SE1/4 S89°57'54"W 1025.05 feet;

Thence S07°57'06"W 795.11 feet to the REAL POINT OF BEGINNING;

Thence S07°57'06"W 229.40 feet;

Thence S89°57'54"W 507.29 feet;

Thence N15°53'43"E 236.55 feet;

Thence N90°00'00"E 474.24 feet to the REAL POINT OF BEGINNING, comprising of 2.56 acres, more or less.

512000

SUBJECT TO: The above described parcel of land is subject to a Roadway and Public Utility Easement which affects the easterly 25 feet of above described parcel.

INGRESS AND EGRESS AND UTILITY EASEMENT- To Benefit above PARCEL I

TOGETHER WITH: A roadway and utility easement located in the SE1/4 of Section 30, Township 9 North, Range 22 East, Boise Meridian, Custer County, Idaho, more particularly described as follows:

A continuous 50-foot wide strip of land lying 25 feet on each side of the following described line:

Commencing at the northeast corner of said SE1/4;

Thence along the northerly boundary of said SE1/4 S89°57'54"W 665.00 feet;

Thence S0°18'45"E 2635.82 to the southerly boundary of said SE1/4;

Thence along the southerly boundary of said SE1/4 S89°48'18"W 1179.39 feet to the POINT OF BEGINNING;

Thence said line running N30°50'00"E 281.51 feet;

Thence N16°20'09"E 331.06 feet;

Thence 331.08 feet along the arc of a curve to the right, and having a radius of 600.00 feet and a central 31°36'56" and a chord which bears N32°08'38"E 326.90 feet;

Thence 418.88 feet along the arc of a curve to the left, and having a radius of 600.00 feet and a central 40°00'00" and a chord which bears N27°57'06"E 410.42 feet;

Thence N7°57'06"E 899.38 feet to the point of terminus.

ALSO TOGETHER WITH: A 50 foot radius circle for a roadway cul-de-sac easement in which radius point of said circle same as the above described point of terminus.

RECORDATION REQUESTED BY:

Ray & Judie Black
5560N 5975W
Mackay, Idaho 83251

WHEN RECORDED MAIL TO:

Ray & Judie Black
5560N 5975W
Mackay, Idaho 83251

244784
Custer County Rec. of Ray & Judie Black
Time 10:32 A M Date 10-25-2011
Barbara C. Tierney, Clerk
Deputy [Signature] \$ B.00

SPACE ABOVE IS FOR RECORDER'S USE ONLY

QUITCLAIM DEED

FOR VALUE RECEIVED, **BRUCE BUTLER**, a married man as his sole and separate property, hereinafter the Grantor, does hereby convey, release, remise and forever quitclaim to **RAY BLACK AND JUDIE BLACK**, whose current address is 5560N 5975W Mackay, Idaho 83251, hereinafter called the Grantee, the following described premises located in Custer County, Idaho, which is more particularly described as follows, to-wit:

Known as: Parcel J according to the RECORD OF SURVEY, filed for record on December 7, 1998 as instrument No. 217146, records of Custer County, Idaho, more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

together with one-inch of water and water rights per acre and all appurtenances.

DATED this 29th day of September, 2011

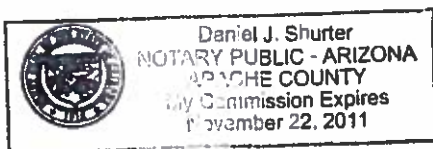
By GRANTOR: [Signature]

BRUCE BUTLER

STATE OF Arizona
County of NAVAJO)ss

On this 30th day of September, 2011, before, a notary public, personally appeared **BRUCE BUTLER**, known or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



[Signature]
Notary Public for State of Arizona
Residing at: Navajo County, Arizona
Commission Expires: Nov. 11, 2011

244784

EXHIBIT A

PARCEL "J"

A parcel of land located in the SE1/4 of Section 30, Township 9 North, Range 22 East, Boise Meridian, Custer County, Idaho, more particularly described as follows:

Commencing at the northeast corner of said SE1/4;

Thence along the northerly boundary of said SE1/4 S89°57'54"W 1385.10 feet;

Thence S15°53'43"W 1055.10 feet to the REAL POINT OF BEGINNING;

Thence S15°53'43"W 444.35 feet;

Thence N89°50'56"E 569.46 feet;

Thence N7°57'06"E 430.30 feet;

Thence S89°57'54"W 507.29 feet to the REAL POINT OF BEGINNING, comprising of 5.27 acres, 10,540± more or less.

SUBJECT TO: The above described parcel of land is subject to a Roadway and Public Utility Easement which affects the easterly 25 feet of above described parcel.

INGRESS AND EGRESS AND UTILITY EASEMENT- To Benefit above PARCEL J

TOGETHER WITH: A roadway and utility easement located in the SE1/4 of Section 30, Township 9 North, Range 22 East, Boise Meridian, Custer County, Idaho, more particularly described as follows:

A continuous 50-foot wide strip of land lying 25 feet on each side of the following described line:

Commencing at the northeast corner of said SE1/4;

Thence along the northerly boundary of said SE1/4 S89°57'54"W 665.00 feet;

Thence S0°18'45"E 2635.82 to the southerly boundary of said SE1/4;

Thence along the southerly boundary of said SE1/4 S89°48'18"W 1179.39 feet to the POINT OF BEGINNING;

Thence said line running N30°50'00"E 281.51 feet;

Thence N16°20'09"E 331.06 feet;

Thence 331.08 feet along the arc of a curve to the right, and having a radius of 600.00 feet and a central 31°36'56" and a chord which bears N32°08'38"E 326.90 feet;

Thence 418.88 feet along the arc of a curve to the left, and having a radius of 600.00 feet and a central 40°00'00" and a chord which bears N27°57'06"E 410.42 feet;

Thence N7°57'06"E 899.38 feet to the point of terminus.

ALSO TOGETHER WITH: A 50 foot radius circle for a roadway cul-de-sac easement in which radius point of said circle same as the above described point of terminus.

WARRANTY DEED

For Value Received H. MILTON BUTLER, a married man dealing with his sole and separate property, the Grantor, does hereby grant, bargain, sell and convey unto H. RAY BLACK AND JUDIE S. BLACK, husband and wife, the Grantees, whose current address is P.O. Box 10, Mackay, Idaho 83251, the following described premises, in Custer County, Idaho, to-wit:

PARCEL H:

A parcel of land located in the SE¼ of Section 30, Township 9 North, Range 22 East, Boise Meridian, Custer County, Idaho, more particularly described as follows:

Commencing at the Northeast corner of said SE¼; thence along the Northerly boundary of said SE¼ South 89°57'54" West, 1025.05 feet to the REAL POINT OF BEGINNING; thence along the Northerly boundary of said SE¼; South 89°57'54" West, 360.05 feet; thence South 15°53'43" West, 818.55 feet; thence North 90°00'00" East, 474.24 feet; thence North 7°57'06" East, 795.11 feet to the REAL POINT OF BEGINNING.

SUBJECT TO:

A ROADWAY AND UTILITY EASEMENT located in the above described parcel of land, more particularly described as follows:

Commencing at the Southeast corner of said above described parcel; also being the REAL POINT OF BEGINNING; thence South 90°00' West, 25.24 feet; thence North 07°57'06" East, 199.87 feet; thence 130.90 feet along the arc of a curve to the right, and having a radius of 50.00 feet and a central 150°00'16"; thence South 07°57'06" West, 289.68 feet to the REAL POINT OF BEGINNING.

PARCEL I:

A parcel of land located in the SE¼ of Section 30, Township 9 North, Range 22 East, Boise Meridian, Custer County, Idaho, more particularly described as follows:

Commencing at the Northeast corner of said SE¼; thence along the Northerly boundary of said SE¼ South 89°57'54" West, 1025.05 feet; thence South 07°57'06" West, 795.11 feet to the REAL POINT OF BEGINNING; thence South 07°57'06" West, 229.40 feet; thence South 89°57'54" West, 507.29 feet; thence North 15°53'43" East, 236.55 feet; thence North 90°00'00" East, 474.24 feet to the REAL POINT OF BEGINNING.

SUBJECT TO:

The above described parcel of land is subject to a Roadway and Public Utility Easement which affects the Easterly 25 feet of above described parcel.

All as shown by the records of Survey filed December 7, 1998, as instrument No. 217146, records of Custer County, Idaho.

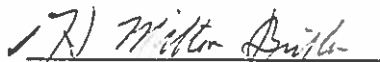
SUBJECT TO THE FOLLOWING:

The following deed restrictions shall apply to all parcels shown within the boundary of this record of survey drawing as recorded at the office of the Custer County Recorder.

1. All buildings shall be setback 50 feet minimum from all property lines.
2. All utilities shall be buried.
3. There shall be no further division of parcels.
4. There is hereby reserved a drainage easement of sufficient width to allow free flow of drainage water along all existing drainage areas.
5. Individual access approaches shall be constructed in accordance with County standards & shall be constructed & maintained by record Lot owners.
6. Owners are responsible for control of noxious weeds as per state regulations.
7. The location of all septic tanks, drain fields, and wells shall be approved by the District Seven Health Department.
8. Mobile Homes shall not be allowed on any parcel.
9. Parcel owners shall keep all property & all improvements on property clean, safe, attractive, and in good repair.

TO HAVE AND TO HOLD the said premises, with his appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantees, that he is the owner in fee simple of said premises; that he is free from all encumbrances excepting therefrom all covenants, conditions and restrictions of record and all easements of sight and of record as recorded in the records of Custer County, Idaho and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: This 21 day of December, 1998.


H. MILTON BUTLER

STATE OF: Arizona

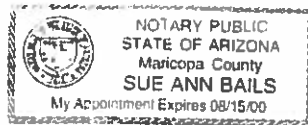
County of: Maricopa : ss

On this 24 day of
Dec, 1998, before
me, a Notary Public, per-
sonally appeared

Ethel M. Peck

known or identified to me to
be the person(s) whose name(s)
are subscribed to the within
instrument, and acknowledged to
me that he executed the same.

Sue Ann Bails
Notary Public for Arizona
Residing at Chandler
Commission Expires Aug 15, 2001



STATE OF IDAHO, COUNTY OF CUSTER

I hereby certify that this instrument was filed for
record at the request of Custer County Title
at 51 minutes past 3
o'clock P.M., this 23rd day of December
1998, in my office, and duly recorded in Book
- of Deeds at page -.

Ethel M. Peck

Ex-Officio Recorder

BY Janet D. Janger
Deputy

Fee: \$ 9.00

Mail to:

WARRANTY DEED

NOV 03 1994

Department of Water Resources

For Value Received H. MILTON BUTLER, the grantor, ^{Southern Region, Inc.} grant, bargain, sell and convey unto RAY BLACK and JUDIE BLACK, husband and wife, the grantees, whose current address is P.O. Box 10, Mackay, Idaho 83251, the following described premises, in Custer County, Idaho, to-wit:

A parcel of land located in the SE $\frac{1}{4}$ of Section 30, Township 9 North, Range 22 East, Boise Meridian, Custer County, Idaho, more particularly described as follows:

Commencing at the Northeast corner of said SE $\frac{1}{4}$; thence along the Northerly boundary of said SE $\frac{1}{4}$ South 89°57'54" West, 1385.10 feet to the REAL POINT OF BEGINNING; thence along the Northerly boundary of said SE $\frac{1}{4}$ South 89°57'54" West, 573.63 feet to the centerline of County Road; thence along said County Road centerline for the following four courses and distances:
 thence South 35°40'50" East, 212.34 feet;
 thence South 1°38'35" East, 160.24 feet;
 thence South 14°22'40" West, 262.05 feet;
 thence South 38°12'28" West, 255.02 feet;
 thence North 90°00'00" East, 443.81 feet;
 thence North 15°53'43" East, 818.55 feet to the REAL POINT OF BEGINNING.

EXCEPTING THEREFROM: County Road Right-of-Way, as shown by the record of survey filed October 11, 1994, as instrument No. 207549.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantees, that he is the owner in fee simple of said premises; that he is free from all incumbrances save and excepting therefrom all covenants, conditions and restrictions of record and all easements of sight and of record as recorded in the records of Custer County, Idaho and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: This 21 day of Oct, 1994.

H. Milton Butler
H. MILTON BUTLER

STATE OF IDAHO)
) ss
 County of Custer)
 On this 21 day of
October, 1994, before
 me, a Notary Public, per-
 sonally appeared H. Milton
Butler

known or identified to me
 to be the person(s) whose
 name(s) are subscribed to
 the within instrument, and
 acknowledged to me that
he executed the same.

Dwight Hendricks
 Notary Public
 Residing at Christie
 Commission Expires 3/12/98

STATE OF IDAHO, COUNTY OF CUSTER
 I hereby certify that this instru-
 ment was filed for record at the
 request of Custer County Title
 at 30 minutes past 2:00
 o'clock P.M., this 24th day of
October, 1994, in my office,
 and duly recorded in Book
 of Deeds at page _____.

Ethel M. Puck
 Ex-Officio Recorder
 BY Barbara C. Brecklove
 Deputy

Fee: \$ 30.00
 Mail to:

WARRANTY DEED

For Value Received H. MILTON BUTLER, the grantor, does hereby grant, bargain, sell and convey unto RAY BLACK and JUDIE BLACK, husband and wife, the grantees, whose current address is P.O. Box 10, Mackay, Idaho 83251, the following described premises, in Custer County, Idaho, to-wit:

A parcel of land located in the SE $\frac{1}{4}$ of Section 30, Township 9 North, Range 22 East, Boise Meridian, Custer County, Idaho, more particularly described as follows:

Commencing at the Northeast corner of said SE $\frac{1}{4}$; thence along the Northerly boundary of said SE $\frac{1}{4}$ South 89°57'54" West, 1385.10 feet to the REAL POINT OF BEGINNING; thence along the Northerly boundary of said SE $\frac{1}{4}$ South 89°57'54" West, 573.63 feet to the centerline of County Road; thence along said County Road centerline for the following four courses and distances:
 thence South 35°40'50" East, 212.34 feet;
 thence South 1°38'35" East, 160.24 feet;
 thence South 14°22'40" West, 262.05 feet;
 thence South 38°12'28" West, 255.02 feet;
 thence North 90°00'00" East, 443.81 feet;
 thence North 15°53'43" East, 818.55 feet to the REAL POINT OF BEGINNING.

EXCEPTING THEREFROM: County Road Right-of-Way, as shown by the record of survey filed October 11, 1994, as instrument No. 207549.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantees, that he is the owner in fee simple of said premises; that he is free from all incumbrances save and excepting therefrom all covenants, conditions and restrictions of record and all easements of sight and of record as recorded in the records of Custer County, Idaho and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: This 21 day of Oct, 1994.

H. Milton Butler
 H. MILTON BUTLER

STATE OF IDAHO)
 : ss
 County of Custer)
 On this 21 day of
October, 1994, before
 me, a Notary Public, per-
 sonally appeared H. Milton
Butler

known or identified to me
 to be the person(s) whose
 name(s) are subscribed to
 the within instrument, and
 acknowledged to me that
 he executed the same.

Notary Public
 Residing at Challis
 Commission Expires 3/12/98

STATE OF IDAHO, COUNTY OF CUSTER
 I hereby certify that this instru-
 ment was filed for record at the
 request of Custer County Title
 at 30 minutes past 2:00
 o'clock P.M., this 24th day of
October, 1994, in my office,
 and duly recorded in Book _____
 of Deeds at page _____.

Ethel M. Pash
 Ex-Officio Recorder
 BY Barbara C. Bredlove
 Deputy

Fee: \$ 3.20
 Mail to:

DISTRICT COURT
CUSTER COUNTY
IDAHO

2006 JUN -7 AM 11:38

Sandra L. Clapp
SANDRA L. CLAPP & ASSOCIATES, P.A.
1025 S. Bridgeway Place, Suite 180
Post Office Box 2660
Eagle, Idaho 83616
Telephone: (208) 938.2660
Facsimile: (208) 938-2674
Clapp - ISB# 4371

Attorney for Personal Representative, Bruce T. Butler

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CUSTER

IN THE MATTER OF THE ESTATE OF	)	Case No. CV-2003-137
	)	
HORACE MILTON BUTLER,	)	NOTICE OF ESTATE SETTLEMENT
	)	AGREEMENT
Deceased.	)	
	)	
	)	
	)	

PLEASE TAKE NOTICE THAT BRUCE T. BUTLER, in his capacity as Personal Representative of the Estate of Horace Milton Butler and in his individual capacity as an adult child of the decedent and heir to the Estate, by and through his attorney of record SANDRA L. CLAPP of the law firm of Sandra L. Clapp & Associates, P.A., ROBIN BLAISDELL as an adult child of the decedent and heir to the Estate, JERRY BUTLER as an adult child of the decedent and heir to the Estate and TONI BUTLER as surviving spouse of the decedent and heir to the Estate, by and through her attorney of record A. BRUCE LARSON, entered into an Estate Settlement Agreement on May 31, 2006. The original Estate Settlement Agreement is attached hereto marked as Exhibit A. The Estate Settlement Agreement resolved all pending Petitions and Objections filed by TONI BUTLER and A. BRUCE LARSON in this proceeding.

DATED this 5th day of June, 2006.

SANDRA L. CLAPP & ASSOCIATES, P.A.

By: 
Sandra L. Clapp
Attorney for Personal Representative

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 5 day of June, 2006, I caused a true and correct copy of the above and foregoing instrument to be served upon the following individuals in the manner indicated below:

Don T. Marler
Meyers & Thomsen, PLLP
P.O. Box 4747
Pocatello, Idaho 83205-4747
Facsimile: (208) 233-4174

☐ U.S. Mail
☐ Hand Delivery
☐ Federal Express
☐ Via Facsimile

Robin Blaisdell
319 Maple Ave.
Emmett, Idaho 83517

☐ U.S. Mail
☐ Hand Delivery
☐ Federal Express
☐ Via Facsimile

Jerry Butler
319 Maple Ave.
Emmett, Idaho 83517

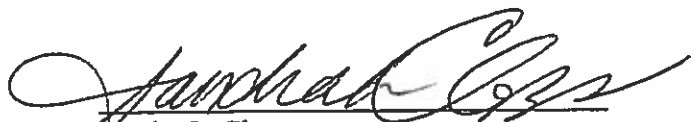
☐ U.S. Mail
☐ Hand Delivery
☐ Federal Express
☐ Via Facsimile

G. Michael Lee
PO Box 1010
Challis, Idaho 83226

☐ U.S. Mail
☐ Hand Delivery
☐ Federal Express
☐ Via Facsimile

A. Bruce Larson
Horizon Plaza, Ste. 225 - 1070 Hilina Road
Pocatello, Idaho 83201-2935
Facsimile: (208) 478-7602

☐ U.S. Mail
☐ Hand Delivery
☐ Federal Express
☐ Via Facsimile


Sandra L. Clapp

ESTATE SETTLEMENT AGREEMENT

This Estate Settlement Agreement (the "Agreement") is made and entered into by and between BRUCE T. BUTLER, in his capacity as Personal Representative of the Estate of Horace Milton Butler, in his individual capacity as an adult child of Horace Milton Butler, and as an heir of the Estate of Horace Milton Butler (hereinafter "BRUCE "), TONI BUTLER, in her individual capacity as surviving spouse of Horace Milton Butler and as an heir of the estate (hereinafter "TONI"), ROBIN BLAISDELL, in her individual capacity as an adult child of Horace Milton Butler and as an heir of the Estate of Horace Milton Butler (hereinafter "ROBIN"), and JERRY BUTLER, in his individual capacity as an adult child of Horace Milton Butler and as an heir of the Estate of Horace Milton Butler (hereinafter "JERRY"). BRUCE, ROBIN and JERRY are sometimes collectively referred to herein as the "Children."

WITNESSETH

WHEREAS, BRUCE was duly qualified and appointed as Personal Representative of the Estate of Horace Milton Butler, in the District Court of the Seventh Judicial District of the State of Idaho in and for the County of Custer, entitled In the Matter of the Estate of Horace Milton Butler, Deceased, Case Number SP-03-21 (the "Estate");

WHEREAS, TONI filed a Joint Petition for Removal of Personal Representative for Cause, and for Appointment of Successor Personal Representative on or about March 29, 2005 (the "Petition");

WHEREAS, TONI filed an Objection to Inventory on or about April 27, 2005 (the "Objection"); and

WHEREAS, the parties desire to compromise and settle all pending matters and enter into this Agreement in full and final settlement of all matters between them and to accomplish distribution of the Estate.

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **DISTRIBUTION OF ESTATE.** The parties agree that TONI is entitled to distribution of property of the Estate which is characterized as the community property of the decedent and TONI. The parties further recognize and agree that the decedent executed a Last Will and Testament dated March 7, 1984, which has been submitted to formal probate in the Estate (the "Will"). The parties further agree that TONI is entitled, as an omitted spouse under the Will, to distribution of one-half (½) of the property of the Estate which is characterized as the separate property of the decedent. The parties further agree that the Children are entitled to distribution of one-half (½) of the property of the Estate which is characterized as the separate property of the decedent. All transfers and agreements set forth in this Agreement shall not become effective until all parties have affixed his or her signature to this Agreement.

2. **DISTRIBUTION OF REAL PROPERTY.** The parties recognize that the Estate consists of several parcels of real property that are subject to distribution from the Estate. To accomplish distribution of real property assets from the Estate, the parties agree to distribute such real property as follows:

A. **Ranch House.** The Estate holds an interest in certain real property, structures and improvements in Custer County, Idaho, which is commonly referred to as the "Ranch House," Tract 95-33 S30T9NR22E (the "Ranch House"). The parties recognize and

agree that they have full and complete knowledge of the exact legal description of the Ranch House and no further explanation or description is required to define the Ranch House for purposes of this Estate Agreement. The Ranch House shall be distributed as follows:

1. Portion to TONI. TONI shall receive distribution of the structures, residence and improvements on the Ranch House and twenty (20) acres of real property comprising the Ranch House which lies east of the structures and residence. The legal description of the real property to be distributed to TONI, subject to survey verification, is the East 332.5 feet of the SE 1/2 Sec. 30 T. 9N., R22E, BM, Custer County, Idaho.
2. Portion to Children. The Children shall receive distribution of twenty (20) acres of real property lying west of the structures, residence and improvements on the Ranch House to be held as tenants in common or as otherwise agreed by the Children. The legal description of the real property to be distributed to the Children, subject to survey verification, is the West 332.5 feet of the East 665.0 feet of the SE 1/4 Section 30 T. 9 N., R22E., B.M., Custer County, Idaho.
3. Survey. The Children shall pay all costs and expenses necessary to obtain a survey of the Ranch House to accomplish the division set forth in this Paragraph A of Section 2 of this Agreement. Prior to recording or effectuating any division of the Ranch House property as contemplated in this Paragraph A of Section 2 of the Agreement, the Estate shall review the survey with TONI and the Children and all parties shall approve (either

verbally or in writing) the proposed survey as presented. In the event of any dispute regarding division of the Ranch House pursuant to this Agreement, the Court in the Estate proceeding shall retain jurisdiction to resolve any and all disputes regarding the division of the Ranch House to carry out the distribution under this Agreement. Attached hereto marked as Exhibit "A," and incorporated herein by this reference is a survey of the Ranch House property and which survey sets forth the proposed lines of division and distribution between the parties. The parties accept the survey attached hereto as Exhibit "A" and agree to cooperate in the subdivision of the attached Exhibit "A" to any governmental agency that is necessary or useful to complete the full and complete proper division of the Ranch House on the records of Custer County, Idaho.

4. Payment of Taxes. All outstanding or accrued real property taxes, assessments or other charges arising from or relating to the Ranch House shall be apportioned between the parties in accordance with relative value of the property received by the Children and TONI or as otherwise agreed. In the event of any dispute regarding allocation of the real property taxes, assessments or other charges, the Court in the Estate proceeding shall retain jurisdiction to resolve any and all disputes regarding such allocation. It is recognized that a greater allocation of such real property taxes and assessments to TONI may be appropriate based upon the value of the structures and improvements comprising part of the Ranch House.

B. Crow's Nest Lots. The Estate shall distribute or release to TONI any interest of the lots in the Crow's Nest Subdivision located in Custer County, Idaho. The Estate shall execute such documents as are necessary and useful to release any interest of the Estate in the Crow's Nest lots. The parties recognize and agree that they have full and complete knowledge of the exact legal description of the Crow's Nest lots and no further explanation or description is required to define the Crow's Nest lots for purposes of this Estate Agreement.

C. Chilly Butte Lots. The Estate shall distribute or release to the Children, as tenants in common or as otherwise agreed by the Children, any interest of the Estate in seven (7) lots in the Chilly Butte Subdivision located in Custer County, Idaho, otherwise known as Lots K, I, F, J, G, E and C of such subdivision. The Estate shall execute such documents as are necessary and useful to release any interest of the Estate in the Chilly Butte lots. The parties recognize and agree that they have full and complete knowledge of the exact legal description of the Chilly Butte lots and no further explanation or description is required to define the Chilly Butte lots for purposes of this Estate Agreement.

D. Mackay House. The Estate shall distribute or release to TONI any interest of the Estate in a residence located in Mackay, Idaho, which is commonly described as Lots 1 and 3 of the Mackay Miners Subdivision located in Mackay, Idaho.

E. Indemnification for Liabilities. The parties agree that in accepting distribution of real property pursuant to this Agreement, such receiving party agrees to indemnify and hold harmless the Estate and the other heirs from any and all liability, responsibility, claim real property taxes, actions, expenses or other damage or challenge arising from or relating to any real property or asset received by the party pursuant to this Agreement. By accepting distribution

of real property pursuant to this Agreement, the receiving party expressly recognizes and agrees that he or she is aware of or has had an opportunity to investigate the potential liabilities, challenges, claims, damages or liabilities arising from or relating to said real property and expressly agrees to accept such real property with this knowledge. The parties further recognize and agree that the provisions of this Paragraph E of Section 2 shall extend to all such claims or liabilities, whether known or unknown, contingent or liquidated. It is the intent of the parties that the real property shall be distributed from the Estate to the heir subject to any and all liabilities, claims, or challenges without contribution or liability of any other heir or distributee of the Estate.

3. **NOTE RECEIVABLE.** The parties recognize that the Estate owns an interest in a Deed of Trust Note executed July 30, 1999, between Milton Horace Butler and Billy Quinn (the "Note Receivable"). The Note Receivable is currently held in escrow with First American Title (the "Escrow Company"). Commencing on October 1, 2005, TONI shall be entitled to receive distribution from the Escrow Company of ten (10) consecutive regular monthly payments under the Note Receivable. TONI shall not be entitled to receive any additional principal payments or other sums that may be paid on the Note Receivable and all such additional principal payments or other sums shall be distributed by the Escrow Company one-half (½) to TONI and one-half (½) to the Children (as they shall agree). After payment to TONI of the regular monthly payments set forth in this Section 3, all remaining interest, principal, penalties or other charges or costs received by the Escrow Company arising from or relating to the Note Receivable shall be distributed by the Escrow Company one-half (½) to TONI and one-half (½) to the Children (as they shall agree). Within a reasonable time after the effective date of this Agreement, the Estate

shall execute such assignments, documents or other instruments as necessary or useful to effectuate the distribution of the Note Receivable pursuant to this Section 3 or as may otherwise be requested or required by the Escrow Company.

4. **Distribution of Horses.** The Children shall receive distribution from the Estate of a horse named Mouse. All other horses, mules or animals shall be distributed to TONI, if necessary or appropriate.

5. **Distribution of Tangible Personal Property.** The Children and TONI shall meet at the residence located on the Ranch House real property to review and distribute all items of tangible personal property owned by the decedent and located in such residence. The parties shall cooperate in good faith to accomplish an efficient and amicable distribution of such items of tangible personal property. All other items of tangible personal property not located on the Ranch House shall be distributed to or retained by the party who currently holds or possesses such tangible personal property. Notwithstanding the foregoing, TONI has in her possession certain items of tangible personal property that the Children desire to receive and TONI agrees to cooperate with the distribution of the following items:

- a) Lisa's Saddle
- b) 2 Guns: (i) Winchester 30-30 original, and (ii) Milt's old 16 gauge shotgun, if and when located, or the equivalent thereto.
- c) ~~Diamond Ring, if and when located, or the equivalent thereto.~~ *JB*
- d) ~~Jerry's Hot Tub~~ *JB*
- e) Jerry's Miscellaneous Personal Items (description of such items to be provided to TONI)

shall execute such assignments, documents or other instruments as necessary or useful to effectuate the distribution of the Note Receivable pursuant to this Section 3 or as may otherwise be requested or required by the Escrow Company.

4. Distribution of Horses. The Children shall receive distribution from the Estate of a horse named Mouse. All other horses, mules or animals shall be distributed to TONI, if necessary or appropriate.

5. Distribution of Tangible Personal Property. The Children and TONI shall meet at the residence located on the Ranch House real property to review and distribute all items of tangible personal property owned by the decedent and located in such residence. The parties shall cooperate in good faith to accomplish an efficient and amicable distribution of such items of tangible personal property. All other items of tangible personal property not located on the Ranch House shall be distributed to or retained by the party who currently holds or possesses such tangible personal property. Notwithstanding the foregoing, TONI has in her possession certain items of tangible personal property that the Children desire to receive and TONI agrees to cooperate with the distribution of the following items:

- a) Lisa's Saddle
- b) 2 Guns: (i) Winchester 30-30 original, and (ii) Mill's old 16 gauge shotgun, if and when located, or the equivalent thereto.
- c) ~~Diamond Ring, if and when located, or the equivalent thereto.~~ JB DTD RB/BB
- d) ~~Jerry's Hot Tub~~ JB DTD RB/BB
- e) Jerry's Miscellaneous Personal Items (description of such items to be provided to TONI)

The parties represent that they have sufficient information and description to fully identify the above items of tangible property for distribution hereunder. The parties agree to negotiate in good faith the distribution of the items listed in this Section 5 during the summer of 2006, without further intervention of the Court. Approval of this Estate Settlement Agreement is not contingent upon the distribution of items b and c listed in this Section 5.

6. **Interest in Highway Property.** The Children shall be entitled to receive distribution of the Estate's one-fourth (1/4) interest in forty (40) acres of undeveloped land located in Custer County, Idaho. Attached hereto marked as Exhibit "B," and incorporated herein by this reference is a legal description of said property.

7. **Cash.** The Children shall receive distribution of any and all cash in any checking account, savings account, investment account or other accounts owned by or in the name of the decedent. The Estate currently has assets in a checking account of approximately \$985.68 that shall be distributed to the Children or used by the Children for liabilities assumed by them under this Agreement.

8. **Payment of Expenses.** TONI shall pay any and all accountant fees incurred by her arising from or incident to any income or fiduciary tax returns on behalf of the decedent or the Estate. TONI shall pay any and all costs, charges, attorneys fees or other expenses incurred by her incident to the Estate or this Agreement. The Children shall pay any and all costs, charges, attorneys fees or other expenses incurred by the Estate incident to the Estate or this Agreement. Any attorneys fees arising from or relating to representation of the Estate shall be enforceable against assets distributed pursuant to this Agreement to the Children if not otherwise satisfied. Currently, the Estate has incurred approximately Forty Thousand Sixty Dollars and

Nine Cents (\$40,060.09) arising from or relating to the Estate administration or this Agreement that shall be paid by the Estate or Children.

9. **Release of Claims Against Children and Estate.** In consideration of the terms and conditions of this Agreement, TONI does hereby release, relinquish, discharge and forever forgive any right, title, claim or interest she has now or in the future may have in and to the assets of the Estate, BRUCE as Personal Representative relating to the administration of the Estate, or the Children. This release is not intended to extend to any right or remedy TONI may have arising under or relating to enforcement of this Agreement.

10. **Release of Claims Against TONI.** In consideration of the terms and conditions of this Agreement, the Estate and the Children do hereby release, relinquish, discharge and forever forgive any right, title, claim or interest it or they have now or in the future may have against TONI arising from or relating to the Estate, any assets of the Estate or debts, liabilities or obligations of Horace Milton Butler or the Estate.

11. **Final Settlement.** The parties agree that this Agreement shall constitute a full and final settlement of the Petition, Objection and any remaining or outstanding matters between them arising from or relating to the Estate. The parties agree that this Agreement is not required to be submitted to the Probate Court of the Seventh Judicial District in the Estate proceeding and the failure to submit this Agreement to said Court for approval shall not impair or interfere with the effectiveness of this Agreement or its binding effect between the parties hereto. Once this Agreement has been signed by both parties, TONI shall submit a notice voluntarily withdrawing the Petition and Objection in the Estate proceeding. This Agreement contains the entire agreement among the parties with regard to the subject matter set forth herein. The parties to this

Agreement acknowledge and agree that this Agreement represents a complete and full settlement of any and all claims that either of them have with regard to the assets and liabilities of the Estate or against each other arising prior to the effective date of this Agreement.

12. **Closing of Estate.** Upon the effective date of this Agreement, BRUCE shall have full power and authority to conclude the administration of the Estate, except as required to carry out the provisions of this Agreement. Upon full satisfaction of the distributions set forth in this Agreement, TONI shall cooperate in any petition, application or other pleadings filed with the Estate to accomplish a full and complete closing of the Estate.

13. **Heirs and Assigns.** This Agreement shall be binding upon and inure to the personal representatives, heirs, successors, and assigns of the respective parties hereto.

14. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho.

15. **Legal Advice.** Each party has had the opportunity to consult legal counsel in the course of the negotiations for and the preparation of this Agreement. It is recognized and agreed that Sandra L. Clapp & Associates P.A., has reviewed this Agreement as counsel for BRUCE and the Estate and A. Bruce Larson, Attorney at Law, has reviewed this Agreement as counsel for TONI. ROBIN and JERRY have elected to represent their personal interests in reviewing this Agreement.

16. **Tax Advice.** It is recognized and agreed that neither Sandra L. Clapp nor A. Bruce Larson has given any party any tax advice relating to this Agreement or the distributions or transactions contemplated in this Agreement. Each party and distributee of the Estate recognizes and agrees that he or she has independently reviewed and investigated the income, sales, transfer,

estate and/or inheritance tax implications of this Agreement and the distributions or transactions contemplated in this Agreement. Each party and distributee of the Estate further acknowledges that he or she has not relied upon any representation or statement of any attorney or party in the execution of this Agreement and each person has entered this Agreement freely, voluntarily and based upon his or her independent conclusions and investigation. Any tax advice given relating to this Agreement was informal and based on the information contained within, which has neither been verified nor fully evaluated in light of known or anticipated circumstances.

17. **Counterparts.** This Agreement may be executed in counterparts and each executed counterpart of this Agreement shall have the full force and effect of the original.

18. **No Reliance.** Each party has had the opportunity to review this Agreement and any documents referred to hereunder. Each party acknowledges that no representations, covenants or warranties, either express or implied, have been made to her by the other, and that this Agreement is entered into freely and without any representations or promises by the other which are not set forth in this Agreement.

19. **Headings.** Headings in this Agreement are for convenience and reference only and shall not be used to interpret or construe its provisions.

20. **Effective Date.** This Agreement shall not be effective until it has been signed by BRUCE, TONI, ROBIN and JERRY. Immediately upon the affixation of the last signature of the parties hereto, this Agreement shall become effective.

21. **Attorneys Fees.** Should litigation be instituted by either party under this Agreement, the losing party shall pay to the prevailing party all costs, including but not limited to reasonable attorney fees, resulting from the litigation. This Agreement shall be independently

enforceable by any party hereto and shall not be merged into any judgment or decree issued in the Estate proceeding.

22. **Representation Regarding Estate Assets.** BRUCE hereby represents and warrants that all information provided to TONI regarding the assets and liabilities of the Estate are true, complete and accurate to the best of BRUCE 's knowledge and BRUCE is aware of no further assets, rights, property, debts or liabilities that have not been disclosed to TONI. TONI hereby represents and warrants that all information provided to the Estate regarding the assets and liabilities of the Estate are true, complete and accurate to the best of TONI's knowledge and TONI is aware of no further assets, rights, property, debts or liabilities that have not been disclosed to the Estate. It is recognized and agreed by the parties that BRUCE has disclosed such information based upon limited records and access to information and does not represent, warrant or guaranty the accuracy or completeness of any information so produced.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the day and year first above written.

DATED this 10th day of May, 2006.



BRUCE T. BUTLER, Individually and as
Personal Representative of the Estate of
Horace Milton Butler

REVIEWED AND APPROVED:

Sandra L. Clapp, attorney for
Bruce T. Butler, as Personal Representative
of the Estate of Horace Milton Butler

DATED this _____ day of _____, 2006.

TONI BUTLER, Individually

REVIEWED AND APPROVED:

A. Bruce Larson, attorney for Toni Butler

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the day and year first above written.

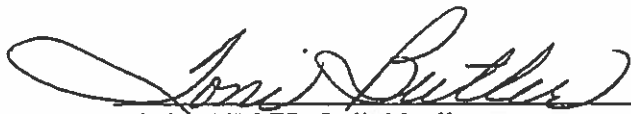
DATED this ____ day of _____, 2006.

BRUCE T. BUTLER, Individually and as
Personal Representative of the Estate of
Horace Milton Butler

REVIEWED AND APPROVED:

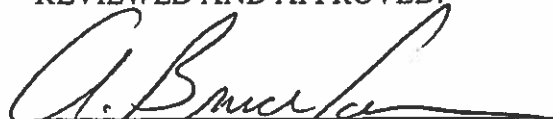
Sandra L. Clapp, attorney for
Bruce T. Butler, as Personal Representative
of the Estate of Horace Milton Butler

DATED this 23 day of May, 2006.



TONI BUTLER, Individually

REVIEWED AND APPROVED:



A. Bruce Larson, attorney for Toni Butler

DATED this 31 day of May, 2006.

Rob Blaisdell
ROBIN BLAISDELL, Individually

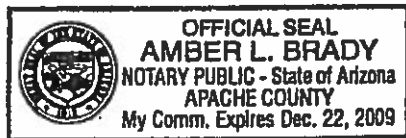
DATED this 31 day of MAY, 2006.

Jerry Butler
JERRY BUTLER, Individually

STATE OF IDAHO)
) ss.
County of ADA)

On this 10 day of MAY, 2006, before me, the undersigned notary public in and for said state, personally appeared BRUCE T. BUTLER, individually and as Personal Representative of the Estate of Horace Milton Butler, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same individually and as Personal Representative of the Estate of Horace Milton Butler.

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



Amber L. Brady
Notary Public for Idaho
Commission expires Dec. 22, 2009

State of _____)
) ss.
County of _____)

On this _____ day of _____, 2006, before me, the undersigned notary public in and for said state, personally appeared TONI BUTLER, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same individually.

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 Idaho
Commission expires _____

STATE OF IDAHO)
) ss.
County of ADA)

On this _____ day of _____, 2006, before me, the undersigned notary public in and for said state, personally appeared BRUCE T. BUTLER, individually and as Personal Representative of the Estate of Horace Milton Butler, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same individually and as Personal Representative of the Estate of Horace Milton Butler.

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 Idaho
Commission expires _____

State of Idaho)
) ss.
County of Bennett)

On this 23 day of May, 2006, before me, the undersigned notary public in and for said state, personally appeared TONI BUTLER, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same individually.

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

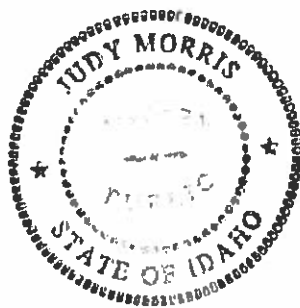


Glenda R. Larson
Notary Public for Idaho
Commission expires 5-20-10

State of Idaho)
) ss.
County of Ada)

On this 31st day of May, 2006, before me, the undersigned notary public in and for said state, personally appeared ROBIN BLAISDELL, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same individually.

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

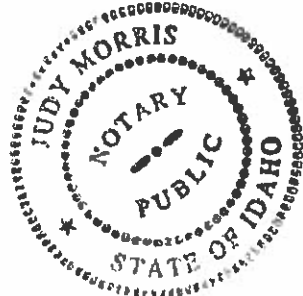


Judy Morris
Notary Public for Idaho
Commission expires 3/12/09

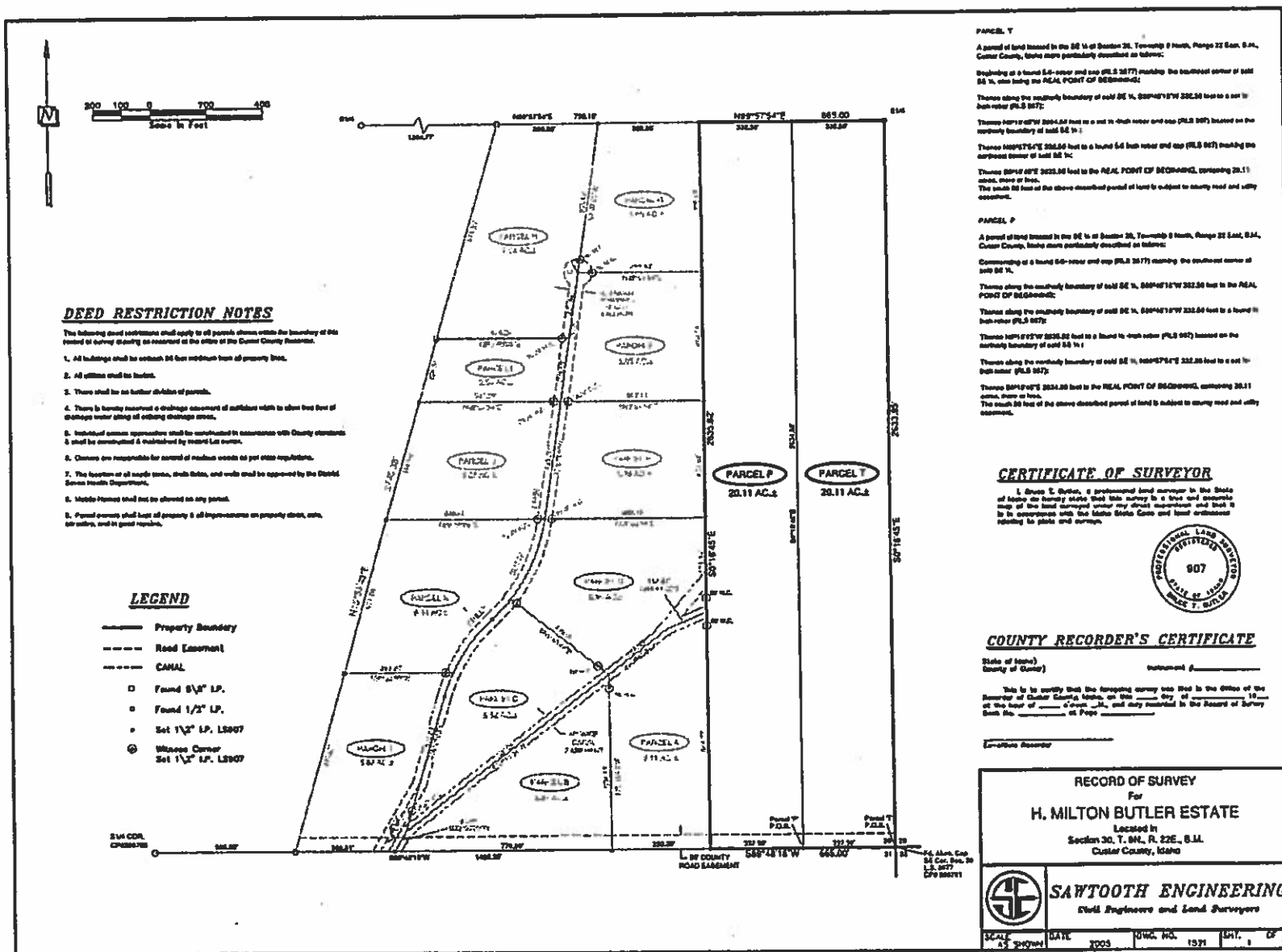
State of Idaho)
) ss.
County of Ada)

On this 31st day of May, 2006, before me, the undersigned notary public in and for said state, personally appeared JERRY BUTLER, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same individually.

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



Judy Morris
Notary Public for Idaho
Commission expires 3/12/09



HIGHWAY PROPERTY

An undivided one-quarter interest in and the Southwest 1/4 of the Southeast 1/4 of Section 17, Township 9 North, Range 22, East of the Boise Meridian, Custer County, State of Idaho, TOGETHER WITH one-quarter (1/4) of the improvements thereon; one-quarter of water, water rights, ditch and ditch rights used thereon or applicable thereto; one-quarter of irrigation equipment and fixtures used thereon or applicable; one-quarter of range and range rights appurtenant thereto; one-quarter of mineral, oil, gas, coal and other such rights thereto; and one-quarter of mineral, oil, gas or mining leases appurtenant thereto.

SUBJECT TO the undivided one-quarter interest in and to the above described real property, appurtenances and improvements of June Brinson of Vallejo, California.

FURTHER SUBJECT TO and reserving to Carol Lou Butler an undivided one-half interest in and to the above described real property, appurtenances and improvements.

RECORDATION REQUESTED BY:
Bruce Butler, Personal Representative for
Horace Milton Butler's Estate
P.O. Box 19736
Fountain Hills, Arizona 85269

WHEN RECORDED MAIL TO:
Bruce T. Butler
P.O. Box 19736
Fountain Hills, Arizona 85269

244676
Custer County Req. of
Bruce T. Butler
Time 2:04P M Date 10/3, 2011
Barbara C. Tiemey, Clerk
Christy P. [Signature] \$ 19.00
Deputy

SPACE ABOVE IS FOR RECORDER'S USE ONLY

DEED OF DISTRIBUTION BY PERSONAL REPRESENTATIVE

This Deed of Distribution is made and entered into by **BRUCE T. BUTLER**, as Personal Representative of the Estate of **HORACE MILTON BUTLER**, (the "Grantor").

WHEREAS, the Grantor is the qualified Personal Representative of the Estate of **HORACE MILTON BUTLER**, filed as Case No. CV 2003-137, formerly Case No. SP-03-21, in Custer County, State of Idaho; and

WHEREAS, **BRUCE T. BUTLER** (the "Grantee"), whose address is P.O. Box 19736, Fountain Hills, Arizona 85269, is an adult child and heir of Horace Milton Butler, the decedent, and is entitled to distribution of the hereinafter described real property.

NOW THEREFORE, Grantor hereby quitclaims, transfers, and conveys unto Grantee **BRUCE T. BUTLER**, as his sole and separate property, Grantor's interest in the following described real property located in Custer County, State of Idaho.

Known as: Parcels F & J according to the RECORD OF SURVEY, filed for record on December 7, 1998 as instrument No. 217146, records of Custer County, Idaho, more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the said real property together with its appurtenances unto the said Grantees, their successors and assigns forever, subject to all covenants, conditions, reservations, and restrictions of record.

DEED OF DISTRIBUTION BY PERSONAL REPRESENTATIVE – 1

244676

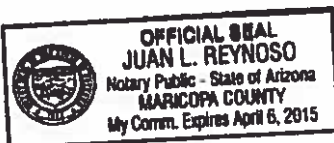
EXECUTED this 21st day of September, 2011

By GRANTOR: [Signature]
Bruce T. Butler, Personal Representative

STATE OF Arizona)
)ss.
County of Maricopa)

On this 21st day of September, 2011, before, a notary public, personally appeared **BRUCE T. BUTLER**, known or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



[Signature]
Notary Public for State of Arizona
Residing at: 14300 Nash St. # 117, Scottsdale, AZ 85260
Commission Expires: 4/6/2015

EXHIBIT A

PARCEL "F"

A parcel of land located in the SE1/4 of Section 30, Township 9 North, Range 22 East, Boise Meridian, Custer County, Idaho, more particularly described as follows:

Commencing at the northeast corner of said SE1/4;

Thence along the northerly boundary of said SE1/4 S89°57'54"W 665.00 feet;

Thence S0°18'45"E 550.05 feet to the POINT OF BEGINNING;

Thence S89°57'54"W 439.89 feet;

Thence S7°57'06"W 469.08 feet;

Thence N89°57'54"E 507.31 feet;

Thence N0°18'45"W 464.54 feet to the POINT OF BEGINNING, comprising of 5.05 acres, more or less.

SUBJECT TO: A Roadway and utility easement located in the above described parcel of land, more particularly described as follows:

Commencing at the southwest corner of said above described parcel; also being the POINT OF BEGINNING;

Thence N89°57'54"E 25.24 feet;

Thence N07°57'06"E 422.28 feet;

Thence 59.33 feet along the arc of a curve to the left, and having a radius of 50.00 feet and a central 67°59'14", and a chord which bears N33°57'30"E 55.91 feet;

Thence S89°57'54"W 50.00 feet;

Thence S07°57'06"W 469.08 feet to REAL POINT OF BEGINNING.

PARCEL "J"

A parcel of land located in the SE1/4 of Section 30, Township 9 North, Range 22 East, Boise Meridian, Custer County, Idaho, more particularly described as follows:

Commencing at the northeast corner of said SE1/4;

Thence along the northerly boundary of said SE1/4 S89°57'54"W 1385.10 feet;

Thence S15°53'43"W 1055.10 feet to the REAL POINT OF BEGINNING;

Thence S15°53'43"W 444.35 feet;

Thence N89°50'56"E 569.46 feet;

Thence N7°57'06"E 430.30 feet;

Thence S89°57'54"W 507.29 feet to the REAL POINT OF BEGINNING, comprising of 5.27 acres, more or less.

SUBJECT TO: The above described parcel of land is subject to a Roadway and Public Utility Easement which affects the easterly 25 feet of above described parcel.

INGRESS AND EGRESS AND UTILITY EASEMENT- To Benefit above PARCELS F and J

TOGETHER WITH: A roadway and utility easement located in the SE1/4 of Section 30, Township 9 North, Range 22 East, Boise Meridian, Custer County, Idaho, more particularly described as follows:

A continuous 50-foot wide strip of land lying 25 feet on each side of the following described line:

Commencing at the northeast corner of said SE1/4;

Thence along the northerly boundary of said SE1/4 S89°57'54"W 665.00 feet;

Thence S0°18'45"E 2635.82 to the southerly boundary of said SE1/4;

Thence along the southerly boundary of said SE1/4 S89°48'18"W 1179.39 feet to the POINT OF BEGINNING;

Thence said line running N30°50'00"E 281.51 feet;

Thence N16°20'09"E 331.06 feet;

Thence 331.08 feet along the arc of a curve to the right, and having a radius of 600.00 feet and a central 31°36'56" and a chord which bears N32°08'38"E 326.90 feet;

Thence 418.88 feet along the arc of a curve to the left, and having a radius of 600.00 feet and a central 40°00'00" and a chord which bears N27°57'06"E 410.42 feet;

Thence N7°57'06"E 899.38 feet to the point of terminus.

ALSO TOGETHER WITH: A 50 foot radius circle for a roadway cul-de-sac easement in which radius point of said circle same as the above described point of terminus;

Sandra L. Clapp
SANDRA L. CLAPP & ASSOCIATES, P.A.
208 S. Academy Street, Suite 150
Post Office Box 2660
Eagle, Idaho 83616
Telephone: (208) 938-2660
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DISTRICT COURT
CUSTER COUNTY
IDAHO

JUL 19 3 01 PM '04

233587

CLAPP & ASSOC.
Sandra L. Clapp
Time 11:30 a.m. Date 7/16/04
Ethel Ruth Butler
Deputy

Attorney for Personal Representative, Bruce T. Butler

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CUSTER

IN THE MATTER OF THE ESTATE OF)
) Case No. SP 03-21
)
) RESTRICTED LETTERS
) TESTAMENTARY
HORACE MILTON BUTLER,)
)
Deceased.)
)
)
)
)
)

1. BRUCE T. BUTLER was duly appointed and qualified by the Court as general Personal Representative of the estate of the above-named decedent on July 9, 2004, to serve without bond, with all authority pertaining thereto except as set forth herein.
2. Administration of the estate is unsupervised.
3. The Personal Representative shall be restricted from selling any asset of the Estate of Horace Milton Butler without a stipulation executed in writing by Toni L. Butler or her legal counsel consenting to such sale, or without an Order issued by this Court granting authority for the sale of any assets of the Estate.

233587

These letters are issued to evidence the appointment, qualification, and authority of the said Personal Representative.

WITNESS, my signature and the Seal of this Court, this 19th day of July, 2004.



Magistrate

STATE OF IDAHO }
COUNTY OF CUSTER }SS

I hereby certify that the foregoing is a full, true and correct copy of the original on file in this office.

Date 3-9-06

Ann Bresson
Deputy Clerk

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