



## State of Idaho

### DEPARTMENT OF WATER RESOURCES

900 N Skyline Dr., Ste A, Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 FAX: (208) 525-7177 [www.idwr.idaho.gov](http://www.idwr.idaho.gov)

C.L. "BUTCH" OTTER  
Governor

GARY SPACKMAN  
Director

January 6, 2017

Holden Kidwell Hahn & Crapo  
PO Box 50130  
Idaho Falls, Idaho 83405

RE: Notice of Change in Water Right Ownership  
Water Rights: 15-2010

Dear Sir/Madam:

On February 24, 2016, you filed a Notice of Change in Water Right Ownership (ownership change) with the Idaho Department of Water Resources (IDWR), seeking to update the ownership records for the water rights listed above. After an initial review, we determined that you needed to provide additional evidence of ownership. On March 2, 2016, we sent a letter requesting the additional information, copy of the email attached.

IDWR has never received a response to the request for additional information. Without the requested documents, we cannot verify ownership of the water right and cannot complete the ownership change. We are therefore returning your original ownership change and have initiated a refund of your filing fee (\$100.00). The refund from the state of Idaho will arrive at the address listed above within a couple of weeks.

Please feel free to re-file your ownership change any time in the future when you have collected the requested documentation of ownership. Because your filing fee is being refunded, you will need to determine and provide the proper filing fee at the time you re-file the ownership change.

If you have any questions, feel free to contact James Cefalo or myself at (208) 525-7161.

Respectfully submitted,

Jonie Barg  
Technical Records Specialist

Enclosure(s)

## Barg, Jonie

---

**From:** Barg, Jonie  
**Sent:** Friday, January 06, 2017 1:43 PM  
**To:** Carlos, Rhea  
**Subject:** Refund Request  
**Attachments:** E041857.pdf

Rhea,

Good afternoon!!

I have a refund request as follows:

Receipt number: E041857  
Amount: \$100.00  
Payable to: Holden Kidwell Hahn & Crapo  
PO Box 50130  
Idaho Falls ID 83405

Reason: Total filing fee received \$550.00 for an ownership change applications. Additional information was required to complete one of the ownership changes. The information was not submitted therefore the ownership change was returned unprocessed, and a partial refund is required.

Let me know if you need additional information.

Thank you so much for your time. Let me know if you have any questions.

Have a great day!!!

*Jonie Barg*

Jonie Barg  
Technical Records Specialist  
Idaho Department of Water Resources  
900 N Skyline Ste A  
Idaho Falls ID 83402  
phone: (208) 525-7161  
fax: (208) 525-7177  
email: [jonie.barg@idwr.idaho.gov](mailto:jonie.barg@idwr.idaho.gov)

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

RECEIVED

FEB 24 2016

Department of Water Resources  
Eastern Region

### Notice of Change in Water Right Ownership

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

| Water Right/Claim No. | Split?                                  | Leased to Water Supply Bank? | Water Right/Claim No. | Split?                       | Leased to Water Supply Bank? |
|-----------------------|-----------------------------------------|------------------------------|-----------------------|------------------------------|------------------------------|
| 15-2010               | Yes <input checked="" type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/>            | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/>            | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/>            | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/>            | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |

2. Previous Owner's Name: Dan E. Jones  
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): See Attached Page  
New owner(s) as listed on the conveyance document
- 3970 E. Hwy. 36      Malad      ID      83252  
Mailing address      City      State      ZIP
- 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: June 30, 2008 and May 9, 2014
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
- ☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
  - ☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
  - ☒ Filing fee (see instructions for further explanation):
    - ☐ \$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: \_\_\_\_\_ Attorney \_\_\_\_\_ 02/18/2016  
 Signature of new owner/claimant Title, if applicable Date
- Signature: \_\_\_\_\_ Title, if applicable Date  
 Signature of new owner/claimant

#### For IDWR Office Use Only:

Received by JB Date 2/25/2016 Receipt No. E041857 Receipt Amt. \$100 - for this app. \$550.-

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 \_\_\_\_\_ Processed by \_\_\_\_\_ Date \_\_\_\_\_

### **New Owners**

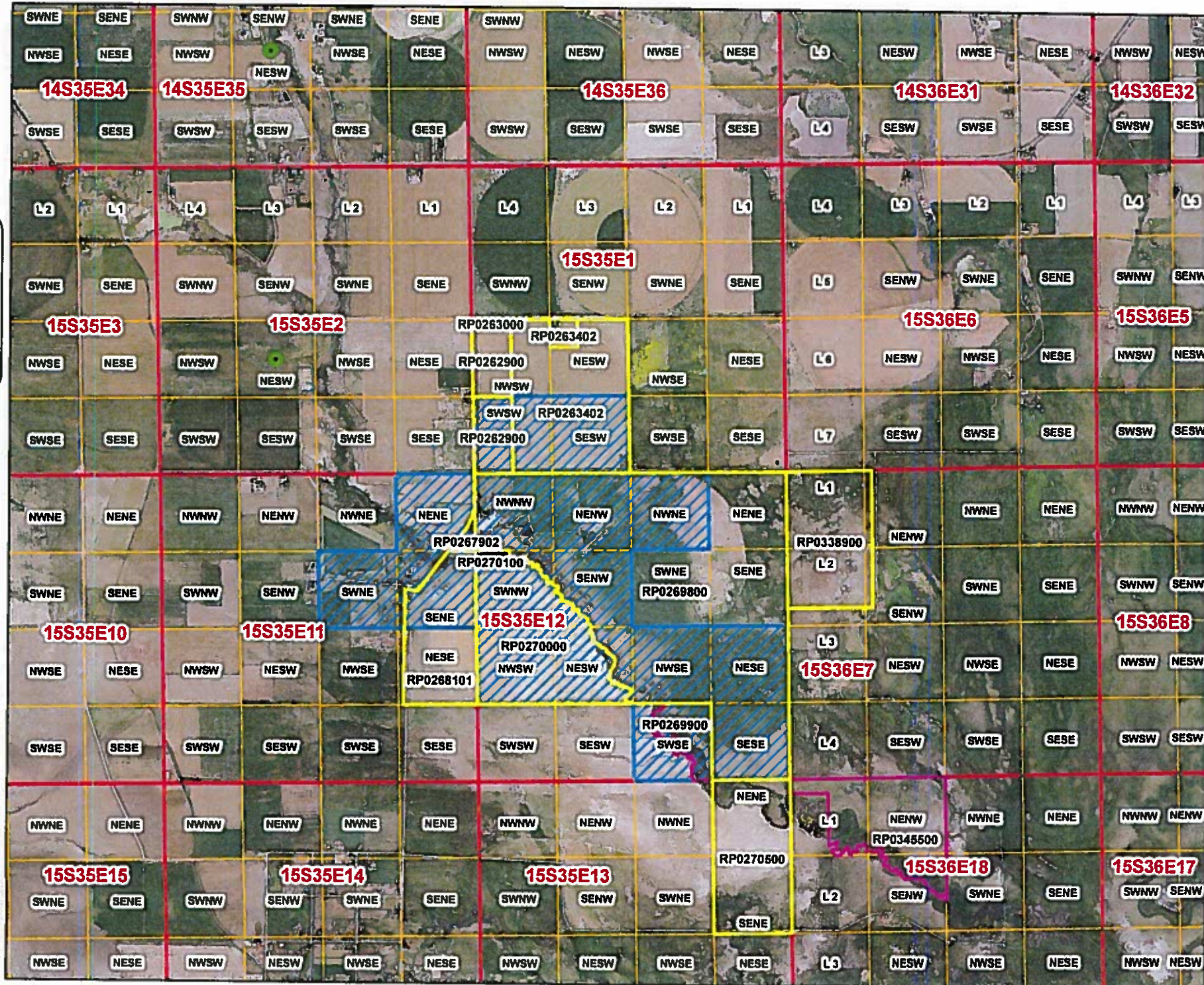
- Lawrence Victor Riches, Jr. and Carolyn C. Riches, Trustees of the Riches Family Trust, dated June 12, 1998
- Kevin G. Riches and Melissa Bredt Riches, Co-Trustees of the Kevin and Melissa Riches Revocable Trust, dated July 19, 2001
- Kenneth Riches and Kathy Riches
- Angie Riches aka Angie Riches Banks and Derek Banks
- Kathleen Pickett and Garth Pickett
- Heather Mccaully and Mark Mccaully
- G. Jeffrey Pickett and Tracy Pickett
- Gregory Pickett and Madeleine Pickett
- James Pickett and Molly Pickett
- Ted Helvey and Michelle Helvey
- Creative Center of Los Altos, Inc.
- Triple R. Development

# RICHES WATER RIGHTS



## Legend

- 15-2010\_PODs
- Riches Family Trust Parcels
- Peoa River Valley Ranch Land Parcels
- 15-2010
- Section Lines
- Quarter Quarters

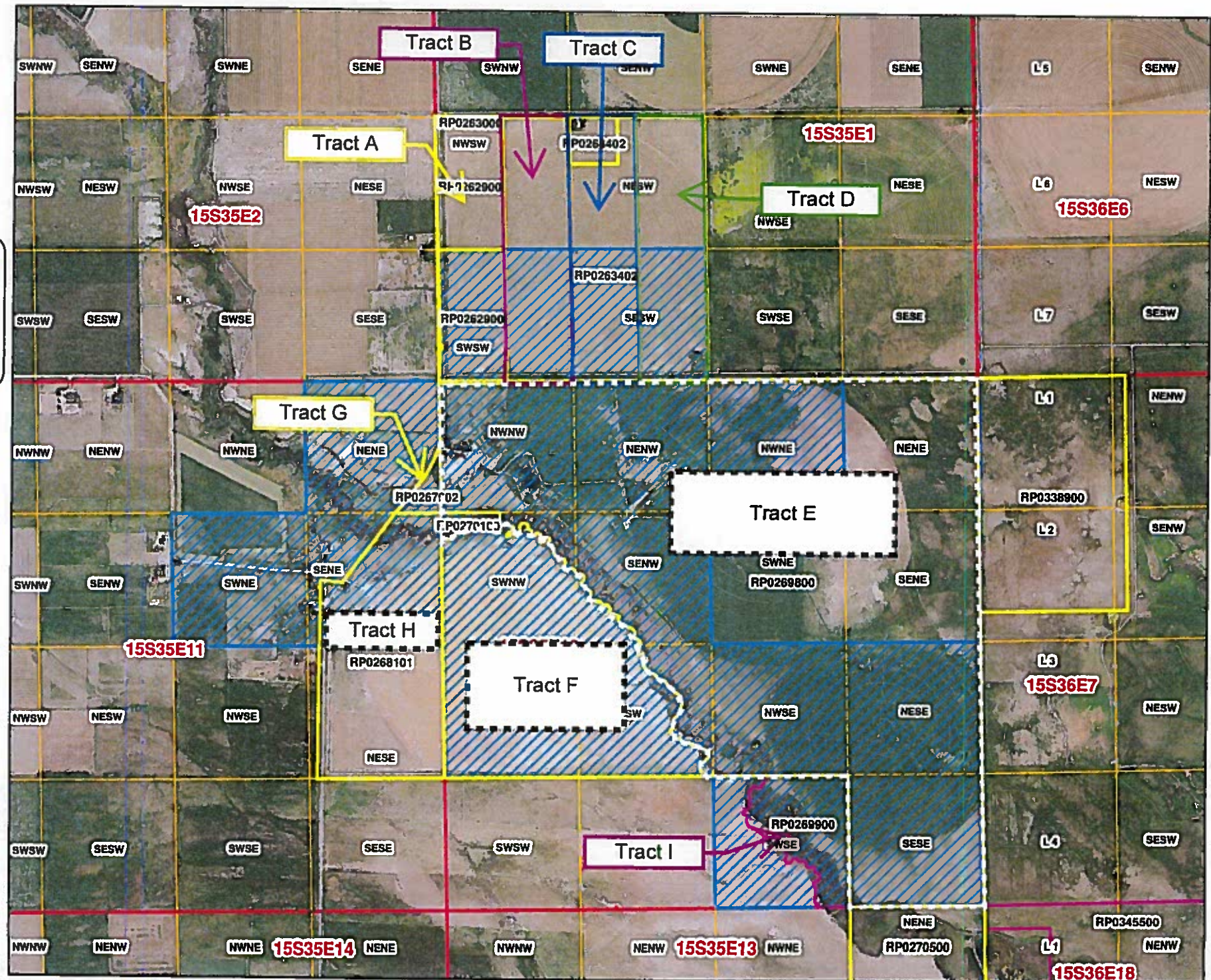


2015 NAIP Photo



Prepared by:  
Luke H. Marchant  
02/18/2016

# RICHES WATER RIGHTS



## Legend

- Riches Family Trust Parcels
- Peoa River Valley Ranch Land Parcels
- 15-2010
- Section Lines
- Quarter Quarters

2015 NAIP Photo



Prepared by:  
Luke H. Marchant  
02/18/2016

NTO-1842  
L. VICTOR RICHES  
10410 WEST LOYOLA DR.  
LOS ALTOS HILLS, CA 94024

141796  
01 November 2007  
1:30  
Natalie Murphy  
39.00  
Recorded at Request of  
Northern Title Co.

## WARRANTY DEED

PEOA RIVER VALLEY RANCH LAND, LLC, AND G. JEFFREY PICKETT, a married man as his sole and separate property, AND GREGORY PICKETT, a single man, AND KATHLEEN PICKETT, a married woman as her sole and separate property, AND ANGIE RICHES, a married woman as her sole and separate property, AND L. VICTOR RICHES, JR., a married man as his sole and separate property, AND KEVIN RICHES, a married man as his sole and separate property, AND KENNETH RICHES, a married man as his sole and separate property, AND JAMES PICKETT, a married man as his sole and separate property, AND CREATIVE CENTER OF LOS ALTOS, INC, Grantor(s) of LOS ALTOS HILLS, County of SANTA CLARA, State of CA ,

hereby *CONVEY AND WARRANT* to

LAWRENCE V. RICHES AND CAROLYN RICHES, Husband and Wife of LOS ALTOS HILLS, CA, AND KEVIN G. RICHES AND MELISSA B. RICHES, Husband and Wife of PROTOLA VALLEY, CA, AND GARTH E. PICKETT AND KATHLEEN R. PICKETT, Husband and wife of LOS ALTOS HILLS, CA, AND PEOA RIVER VALLEY RANCH LAND, LLC, Grantee(s) for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Oneida County, State of Idaho:

SEE ATTACHED EXHIBIT "A"

TOGETHER WITH ALL GRANTORS IMPROVEMENTS AND WATER RIGHTS APPURTENANT TO THE PROPERTY

Subject to easements, restrictions and rights of way of record, and taxes for the year 2007 and thereafter.

Witness, the hand(s) of said Grantor(s), this October 23, 2007.

141796

Lawrence V. Riches

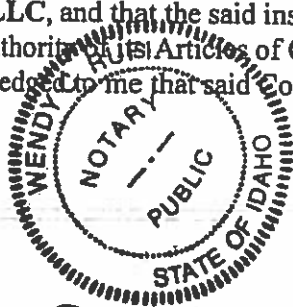
PEOA RIVER VALLEY RANCH LAND, LLC

BY: LAWRENCE V. RICHES

ITS: MANAGER

State of Idaho )  
County of Oneida ) ss:

On Oct. 30, 2007, 2007, personally appeared before me LAWRENCE V. RICHES, who, being by me duly sworn, did say that he is the Manager of PEOA RIVER VALLEY RANCH LAND, LLC, and that the said instrument was signed in behalf of said Limited Liability Company by the authority of its Articles of Organization and Operating Agreement, and the aforesaid individual acknowledged to me that said Company executed the same.



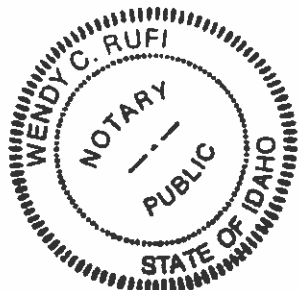
Wendy C. Ruffi  
Notary Public: Wendy C. Ruffi  
Residing: Malad City ID  
Exp: 2-28-2011

L. Victor Riches, Jr.

L. VICTOR RICHES, JR

State of ID )  
County of Oneida ) ss:

On October 30, 2007, personally appeared before me L. VICTOR RICHES, JR., who duly acknowledged to me that HE executed the same.



Wendy C. Ruffi  
Notary Public  
Residing: Malad City ID  
Exp: 2-28-2011

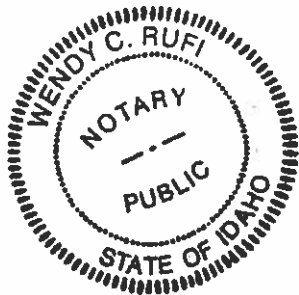
141796

CREATIVE CENTER OF LOS ALTOS, INC

Lawrence V. Riches  
BY: LAWRENCE VICTOR RICHES  
ITS: PRESIDENT, & Chairman of the Board

State of ID )  
County of Oneida )

On October 30, 2007, personally appeared before me LAWRENCE VICTOR RICHES, who being duly sworn did say that he is the PRESIDENT of CREATIVE CENTER OF LOS ALTOS, INC, and that the within the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors or it's by-laws and who duly acknowledged to me that said corporation executed the same.



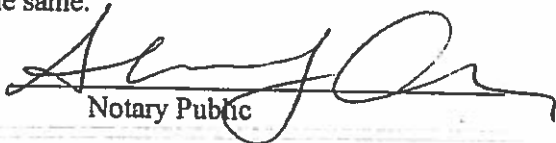
Wendy C. Ruffi  
Notary Public:  
Residing: Malad City ID  
Exp: 2-28-2011

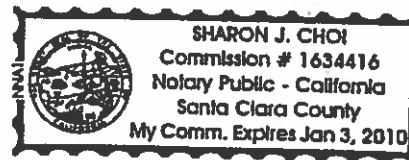
141796

  
\_\_\_\_\_  
G. JEFFREY PICKETT

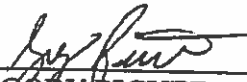
State of CA }  
County of Santa Clara } ss:

On October 26<sup>th</sup>, 2007, personally appeared before me G. JEFFREY PICKETT,  
who duly acknowledged to me that HE executed the same.

  
\_\_\_\_\_  
Notary Public

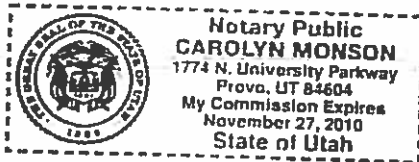


141796

  
\_\_\_\_\_  
GREGORY PICKETT

State of Utah }  
County of Utah } ss:

On October 23, 2007, personally appeared before me GREGORY PICKETT,  
who duly acknowledged to me that HE executed the same.



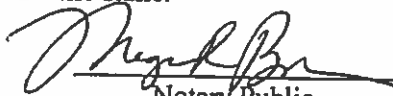
  
\_\_\_\_\_  
Notary Public

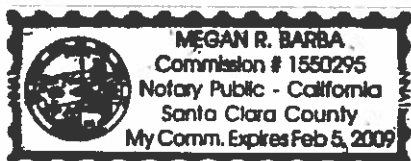
141796

  
KATHLEEN PICKETT

State of *California* }  
County of *Santa Clara* } ss:

On 10/25/2007, 2007, personally appeared before me KATHLEEN PICKETT,  
who duly acknowledged to me that SHE executed the same.

  
Notary Public



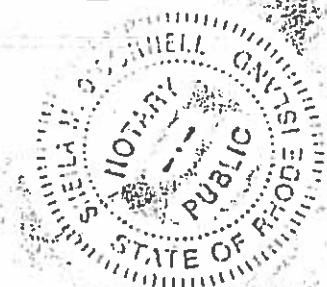
141796

ARiches  
ANGIE RICHES  
aka ANGIE RICHES BANKS

State of RI }  
County of Kent } ss:

On OCTOBER 24, 2007, personally appeared before me ANGIE RICHES aka  
ANGIE RICHES BANKS, who duly acknowledged to me that SHE executed the same.

Shirley M O'Connell  
Notary Public

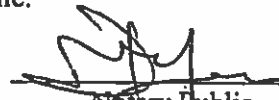


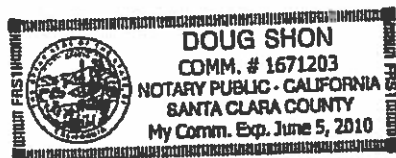
141796

  
\_\_\_\_\_  
KEVIN RICHES

State of   
County of \_\_\_\_\_ } ss:

On 30 October, 2007, personally appeared before me KEVIN RICHES, who  
duly acknowledged to me that HE executed the same.

  
\_\_\_\_\_  
Notary Public



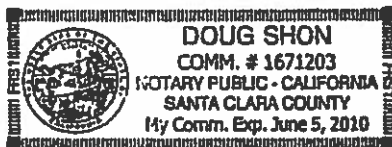
141796

  
KENNETH RICHES

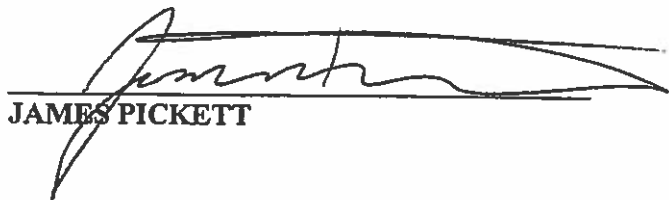
State of   
County of  ss:

On 25<sup>th</sup> October, 2007, personally appeared before me KENNETH RICHES ,  
who duly acknowledged to me that HE executed the same.

  
Notary Public

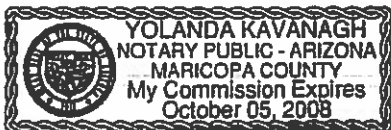


141796

  
JAMES PICKETT

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss:

On October 24th, 2007, personally appeared before me JAMES PICKETT, who  
duly acknowledged to me that HE executed the same.



  
Notary Public

## EXHIBIT "A"

## PARCEL 1

TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO:  
SECTION 1: THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER.

ALSO

THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND:  
COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST  
QUARTER OF SECTION 1, THENCE RUNNING EAST 467 FEET; THENCE SOUTH 467 FEET;  
THENCE WEST 467 FEET; THENCE NORTH 467 FEET TO THE POINT OF BEGINNING.

ALSO

COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST  
QUARTER OF SECTION 1, THENCE RUNNING EAST 467 FEET; THENCE SOUTH 467 FEET;  
THENCE WEST 467 FEET; THENCE NORTH 467 FEET TO THE POINT OF BEGINNING. T-5359

## PARCEL 2

TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO:  
SECTION 11: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER  
OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 15 SOUTH, RANGE 35 EAST,  
BOISE MERIDIAN, ONEIDA COUNTY, IDAHO: THENCE RUNNING WEST 29.2 RODS; THENCE  
SOUTH 34° 30' WEST 16 RODS; THENCE NORTH 73° 00' WEST 16 RODS; THENCE NORTH 8.44  
RODS TO 40 ACRE LINE; THENCE WEST 19.24 RODS; THENCE SOUTH 160 RODS; THENCE  
EAST 73 RODS; THENCE NORTH 160 RODS TO THE POINT OF BEGINNING. T-931

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:  
BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 11; THENCE NORTH 89° 14' 20"  
WEST 1207.72 FEET ALONG THE NORTH LINE OF SAID SECTION 11; THENCE SOUTH 1339.42  
FEET TO A 5/8" REBAR WITH CAP LABELED "A.A. HUDSON PLS 4735" SET ON A FENCE  
LINE, THE TRUE POINT OF BEGINNING; THENCE ALONG A FENCE LINE THROUGH THE  
FOLLOWING COURSES" NORTH 88° 35' 59" EAST 248.00 FEET TO A 5/8" REBAR WITH CAP;  
SOUTH 84° 08' 49" EAST 48.42 FEET TO A 5/8" REBAR WITH CAP; THENCE SOUTH 31° 03' 13"  
EAST 138.58 FEET TO A 5/8" REBAR WITH CAP; THENCE SOUTH 61° 07' 36" EAST 103.78 FEET  
TO A 5/8" REBAR WITH CAP; THENCE SOUTH 66° 56' 40" EAST 71.61 FEET TO A 5/8" REBAR  
WITH CAP SET ON THE WESTERLY RIGHT OF WAY LINE OF SAMARIA ROAD; THENCE  
SOUTH 38° 13' 33" WEST 526.88 FEET ALONG SAID RIGHT OF WAY LINE TO A 5/8" REBAR  
WITH CAP SET ON THE NORTHERLY RIGHT OF WAY LINE OF A COUNTY ROAD; THENCE  
NORTH 87° 23' 03" WEST 170.55 FEET ALONG SAID RIGHT OF WAY LINE TO A 5/8" REBAR  
WITH CAP SET AT A FENCE LINE; THENCE NORTH 12° 09' 57" WEST 129.12 FEET ALONG A  
FENCE LINE TO A 5/8" REBAR WITH CAP; THENCE NORTH 01° 10' 24" WEST 164.36 FEET TO  
A 5/8" REBAR WITH CAP SET AT A FENCE CORNER; THENCE NORTH 00° 28' 53" EAST 311.34

FEET TO THE TRUE POINT OF BEGINNING.

ALSO

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO: THENCE RUNNING NORTH 142 RODS TO A POINT IN THE CENTER OF THE BIG MALAD RIVER AT A POINT 18 RODS SOUTH OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE FOLLOWING THE MEANDERING COURSE OF SAID RIVER IN A SOUTHEASTERLY DIRECTION TO A POINT 5 RODS WEST OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12; THENCE WEST 155 RODS TO THE POINT OF BEGINNING. T-932

PARCEL 3

TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO.  
SECTION 1: THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER.

SECTION 12: THE EAST HALF OF THE SOUTHEAST QUARTER, THE SOUTH HALF OF THE NORTHEAST QUARTER, THE NORTH HALF OF THE NORTHWEST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THE NORTH HALF OF THE NORTHEAST QUARTER. ALL THAT PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER LYING NORTH AND EAST OF THE BIG MALAD RIVER AS THE SAME NOW FLOWS. T-930

EXCEPTING THEREFROM 2 ACRES IN A COMPACT FORM LOCATED IN THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12, HERETOFORE CONVEYED TO GWENFORD MILL AND ELEVATOR COMPANY BY DEED RECORDED IN BOOK 13, PAGE 256, RECORDS OF ONEIDA COUNTY, IDAHO.

SECTION 13: THE EAST HALF OF THE NORTHEAST QUARTER.

TOWNSHIP 15 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO.  
SECTION 7: COMMENCING AT THE NORTHWEST CORNER OF SECTION 7; THENCE EAST 88 RODS 5 FEET; THENCE SOUTH 145 RODS; THENCE WEST 88 RODS 5 FEET; THENCE NORTH 145 RODS TO THE PLACE OF BEGINNING. T-997

PARCEL 4

THAT PROPERTY DESCRIBED AS ASSESSOR'S TAX NO. 230 BEING IN SECTION 12, TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO AND DESCRIBED AS FOLLOWS:

2 ACRES IN A COMPACT FORM LOCATED IN THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12, HERETOFORE CONVEYED TO GWENFORD MILL AND ELEVATOR COMPANY BY DEED RECORDED IN BOOK 13, PAGE 256, RECORDS OF ONEIDA COUNTY, IDAHO.

**141796**

ALSO

ALL THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO, LYING SOUTH AND EAST OF THE COUNTY ROAD RUNNING THROUGH SAID 40 ACRE TRACT. T-3976

TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO.  
SECTION 1: THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER.

NTO-1933A  
TRIPLE R. DEVELOPMENT, LLC  
217 MAPACHE,  
PORTOLA VALLEY, CA 94028

Microfilm No **142042**  
27 Day December 2007  
At 4:15 Shirley Blawie SR  
Onida Co. Recorder  
Fee \$ 900 Deputy  
Recorded at Request of Northern Title Co.

## WARRANTY DEED

LAWRENCE V. RICHES AND CAROLYN RICHES, Husband and Wife of LOS ALTOS HILLS,  
COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, , hereby **CONVEY AND WARRANT**  
"AN UNDIVIDED 1.33% INTEREST OF THEIR UNDIVIDED INTEREST"  
to **TRIPLE R. DEVELOPMENT, LLC**, Grantee(s) of PEOA, County of SUMMIT, State of UT for the sum  
of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described  
tract of land in Oneida County, State of Idaho:

SEE THE ATTACHED EXHIBIT "A"

Subject to easements, restrictions and rights of way of record, and taxes for the year 2007 and thereafter.

Witness, the hand(s) of said Grantor(s), this 12/21/07, 2007.

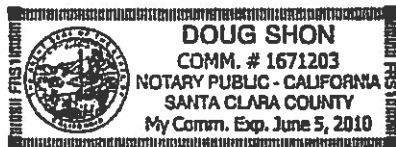
Lawrence V. Riches  
LAWRENCE V. RICHES

Carolyn Riches  
CAROLYN RICHES

State of  
County of

STATE OF CALIFORNIA )  
COUNTY OF SANTA CLARA)

On 21 Dec, 2007, personally appeared before me LAWRENCE V. RICHES AND  
CAROLYN RICHES the signer(s) of the within instrument, who duly acknowledged to me that they executed  
the same.



Doug Shon  
Notary Public:

Residing: Los Altos, CA  
Expires: 6-5-10

**"EXHIBIT A"****PARCEL 1**

TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO:  
SECTION 1: THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER.

ALSO

THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND:

COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 1, THENCE RUNNING EAST 467 FEET; THENCE SOUTH 467 FEET; THENCE WEST 467 FEET; THENCE NORTH 467 FEET TO THE POINT OF BEGINNING.

ALSO

COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 1, THENCE RUNNING EAST 467 FEET; THENCE SOUTH 467 FEET; THENCE WEST 467 FEET; THENCE NORTH 467 FEET TO THE POINT OF BEGINNING. T-5359

**PARCEL 2**

TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO:  
SECTION 11: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO: THENCE RUNNING WEST 29.2 RODS; THENCE SOUTH 34° 30' WEST 16 RODS; THENCE NORTH 73° 00' WEST 16 RODS; THENCE NORTH 8.44 RODS TO 40 ACRE LINE; THENCE WEST 19.24 RODS; THENCE SOUTH 160 RODS; THENCE EAST 73 RODS; THENCE NORTH 160 RODS TO THE POINT OF BEGINNING. T-931

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 11; THENCE NORTH 89° 14' 20" WEST 1207.72 FEET ALONG THE NORTH LINE OF SAID SECTION 11; THENCE SOUTH 1339.42 FEET TO A 5/8" REBAR WITH CAP LABELED "A.A. HUDSON PLS 4735" SET ON A FENCE LINE, THE TRUE POINT OF BEGINNING; THENCE ALONG A FENCE LINE THROUGH THE FOLLOWING COURSES" NORTH 88° 35' 59" EAST 248.00 FEET TO A 5/8" REBAR WITH CAP; SOUTH 84° 08' 49" EAST 48.42 FEET TO A 5/8" REBAR WITH CAP; THENCE SOUTH 31° 03' 13" EAST 138.58 FEET TO A 5/8" REBAR WITH CAP; THENCE SOUTH 61° 07' 36" EAST 103.78 FEET TO A 5/8" REBAR WITH CAP; THENCE SOUTH 66° 56' 40" EAST 71.61 FEET TO A 5/8" REBAR WITH CAP SET ON THE WESTERLY RIGHT OF WAY LINE OF SAMARIA ROAD; THENCE SOUTH 38° 13' 33" WEST 526.88 FEET ALONG SAID RIGHT OF WAY LINE TO A 5/8" REBAR WITH CAP SET ON THE NORTHERLY RIGHT OF WAY LINE OF A COUNTY ROAD; THENCE NORTH 87° 23' 03" WEST 170.55 FEET ALONG SAID RIGHT OF WAY LINE TO A 5/8" REBAR WITH CAP SET AT A FENCE LINE; THENCE NORTH 12° 09' 57" WEST 129.12 FEET ALONG A FENCE LINE TO A 5/8" REBAR WITH CAP; THENCE NORTH 01° 10' 24" WEST 164.36 FEET TO A 5/8" REBAR WITH CAP SET AT A FENCE CORNER; THENCE NORTH 00° 28' 53" EAST 311.34 FEET TO THE TRUE POINT OF BEGINNING.

ALSO

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO: THENCE RUNNING NORTH 142 RODS TO A POINT IN THE CENTER OF THE BIG MALAD RIVER AT A POINT 18 RODS SOUTH OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE FOLLOWING THE MEANDERING COURSE OF SAID RIVER IN A SOUTHEASTERLY DIRECTION TO A POINT 5 RODS WEST OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12; THENCE WEST 155 RODS TO THE POINT OF BEGINNING. T-932

PARCEL 3

TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO.

SECTION 1: THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER.

SECTION 12: THE EAST HALF OF THE SOUTHEAST QUARTER, THE SOUTH HALF OF THE NORTHEAST QUARTER, THE NORTH HALF OF THE NORTHWEST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THE NORTH HALF OF THE NORTHEAST QUARTER. ALL THAT PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER LYING NORTH AND EAST OF THE BIG MALAD RIVER AS THE SAME NOW FLOWS. T-930

EXCEPTING THEREFROM 2 ACRES IN A COMPACT FORM LOCATED IN THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12, HERETOFORE CONVEYED TO GWENFORD MILL AND ELEVATOR COMPANY BY DEED RECORDED IN BOOK 13, PAGE 256, RECORDS OF ONEIDA COUNTY, IDAHO.

SECTION 13: THE EAST HALF OF THE NORTHEAST QUARTER.

TOWNSHIP 15 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO.

SECTION 7: COMMENCING AT THE NORTHWEST CORNER OF SECTION 7; THENCE EAST 88 RODS 5 FEET; THENCE SOUTH 145 RODS; THENCE WEST 88 RODS 5 FEET; THENCE NORTH 145 RODS TO THE PLACE OF BEGINNING. T-997

PARCEL 4

THAT PROPERTY DESCRIBED AS ASSESSOR'S TAX NO. 230 BEING IN SECTION 12, TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO AND DESCRIBED AS FOLLOWS:

2 ACRES IN A COMPACT FORM LOCATED IN THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12, HERETOFORE CONVEYED TO GWENFORD MILL AND ELEVATOR COMPANY BY DEED RECORDED IN BOOK 13, PAGE 256, RECORDS OF ONEIDA COUNTY, IDAHO.

ALSO

ALL THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO, LYING SOUTH AND EAST OF THE COUNTY ROAD RUNNING THROUGH SAID 40 ACRE TRACT. T-3976

TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO.

SECTION 1: THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER.

NTO-1933AB  
TRIPLE R. DEVELOPMENT, LLC  
217 MAPACHE,  
PORTOLA VALLEY, CA 94028

Microfilm No. **142103**  
11 Day January 2008  
At 1:35 P.M. Natalie Murphy  
Oneida Co. Recorder  
Fee's 9.00 Recorded at Request of Northern Title Co. Deputy

## WARRANTY DEED

LAWRENCE V. RICHES AND CAROLYN RICHES, Husband and Wife of LOS ALTOS HILLS,  
COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, , hereby **CONVEY AND WARRANT**  
"AN UNDIVIDED 14.92% INTEREST OF THEIR UNDIVIDED INTEREST"

to TRIPLE R. DEVELOPMENT, LLC, Grantee(s) of PEOA, County of SUMMIT, State of UT for the sum  
of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described  
tract of land in Oneida County, State of Idaho:

SEE THE ATTACHED EXHIBIT "A"

Subject to easements, restrictions and rights of way of record, and taxes for the year 2008 and thereafter.

Witness, the hand(s) of said Grantor(s), this 11/9, 2008.

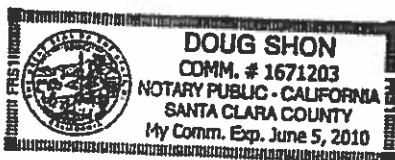
Lawrence V. Riches  
LAWRENCE V. RICHES

Carolyn Riches  
CAROLYN RICHES

State of  
County of

STATE OF CALIFORNIA)  
COUNTY OF SANTA CLARA

On 9<sup>th</sup> Jan., 2008, personally appeared before me LAWRENCE V. RICHES AND  
CAROLYN RICHES the signer(s) of the within instrument, who duly acknowledged to me that they executed  
the same.



Doug Shon  
Notary Public: DOUG SHON  
Residing: LOS ALTOS, CA.  
Expires: 6-5-10

"EXHIBIT A"

142103

PARCEL 1

TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO:  
SECTION 1: THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER.  
ALSO

THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND:  
COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST  
QUARTER OF SECTION 1, THENCE RUNNING EAST 467 FEET; THENCE SOUTH 467 FEET;  
THENCE WEST 467 FEET; THENCE NORTH 467 FEET TO THE POINT OF BEGINNING.

ALSO

COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST  
QUARTER OF SECTION 1, THENCE RUNNING EAST 467 FEET; THENCE SOUTH 467 FEET;  
THENCE WEST 467 FEET; THENCE NORTH 467 FEET TO THE POINT OF BEGINNING. T-5359

PARCEL 2

TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO:  
SECTION 11: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF  
THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE  
MERIDIAN, ONEIDA COUNTY, IDAHO: THENCE RUNNING WEST 29.2 RODS; THENCE SOUTH  
34° 30' WEST 16 RODS; THENCE NORTH 73° 00' WEST 16 RODS; THENCE NORTH 8.44 RODS TO  
40 ACRE LINE; THENCE WEST 19.24 RODS; THENCE SOUTH 160 RODS; THENCE EAST 73 RODS;  
THENCE NORTH 160 RODS TO THE POINT OF BEGINNING. T-931

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:  
BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 11; THENCE NORTH 89° 14' 20"  
WEST 1207.72 FEET ALONG THE NORTH LINE OF SAID SECTION 11; THENCE SOUTH 1339.42  
FEET TO A 5/8" REBAR WITH CAP LABELED "A.A. HUDSON PLS 4735" SET ON A FENCE LINE,  
THE TRUE POINT OF BEGINNING; THENCE ALONG A FENCE LINE THROUGH THE FOLLOWING  
COURSES" NORTH 88° 35' 59" EAST 248.00 FEET TO A 5/8" REBAR WITH CAP; SOUTH 84° 08' 49"  
EAST 48.42 FEET TO A 5/8" REBAR WITH CAP; THENCE SOUTH 31° 03' 13" EAST 138.58 FEET TO  
A 5/8" REBAR WITH CAP; THENCE SOUTH 61° 07' 36" EAST 103.78 FEET TO A 5/8" REBAR WITH  
CAP; THENCE SOUTH 66° 56' 40" EAST 71.61 FEET TO A 5/8" REBAR WITH CAP SET ON THE  
WESTERLY RIGHT OF WAY LINE OF SAMARIA ROAD; THENCE SOUTH 38° 13' 33" WEST 526.88  
FEET ALONG SAID RIGHT OF WAY LINE TO A 5/8" REBAR WITH CAP SET ON THE NORTHERLY  
RIGHT OF WAY LINE OF A COUNTY ROAD; THENCE NORTH 87° 23' 03" WEST 170.55 FEET  
ALONG SAID RIGHT OF WAY LINE TO A 5/8" REBAR WITH CAP SET AT A FENCE LINE; THENCE  
NORTH 12° 09' 57" WEST 129.12 FEET ALONG A FENCE LINE TO A 5/8" REBAR WITH CAP;  
THENCE NORTH 01° 10' 24" WEST 164.36 FEET TO A 5/8" REBAR WITH CAP SET AT A FENCE  
CORNER; THENCE NORTH 00° 28' 53" EAST 311.34 FEET TO THE TRUE POINT OF BEGINNING.

ALSO

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE  
SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE  
MERIDIAN, ONEIDA COUNTY, IDAHO: THENCE RUNNING NORTH 142 RODS TO A POINT IN  
THE CENTER OF THE BIG MALAD RIVER AT A POINT 18 RODS SOUTH OF THE NORTHWEST  
CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION  
12; THENCE FOLLOWING THE MEANDERING COURSE OF SAID RIVER IN A SOUTHEASTERLY  
DIRECTION TO A POINT 5 RODS WEST OF THE SOUTHEAST CORNER OF THE NORTHEAST  
QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12; THENCE WEST 155 RODS TO  
THE POINT OF BEGINNING. T-932

## PARCEL 3

TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO.  
SECTION 1: THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER.

SECTION 12: THE EAST HALF OF THE SOUTHEAST QUARTER, THE SOUTH HALF OF THE  
NORTHEAST QUARTER, THE NORTH HALF OF THE NORTHWEST QUARTER, THE NORTHWEST  
QUARTER OF THE SOUTHEAST QUARTER, AND THE NORTH HALF OF THE NORTHEAST  
QUARTER. ALL THAT PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE  
NORTHEAST QUARTER OF THE SOUTHWEST QUARTER LYING NORTH AND EAST OF THE BIG  
MALAD RIVER AS THE SAME NOW FLOWS. T-930

EXCEPTING THEREFROM 2 ACRES IN A COMPACT FORM LOCATED IN THE NORTHWEST  
CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION  
12, HERETOFORE CONVEYED TO GWENFORD MILL AND ELEVATOR COMPANY BY DEED  
RECORDED IN BOOK 13, PAGE 256, RECORDS OF ONEIDA COUNTY, IDAHO.

SECTION 13: THE EAST HALF OF THE NORTHEAST QUARTER.

TOWNSHIP 15 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO.

SECTION 7: COMMENCING AT THE NORTHWEST CORNER OF SECTION 7; THENCE EAST 88  
RODS 5 FEET; THENCE SOUTH 145 RODS; THENCE WEST 88 RODS 5 FEET; THENCE NORTH 145  
RODS TO THE PLACE OF BEGINNING. T-997

## PARCEL 4

THAT PROPERTY DESCRIBED AS ASSESSOR'S TAX NO. 230 BEING IN SECTION 12, TOWNSHIP  
15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO AND DESCRIBED AS  
FOLLOWS:

2 ACRES IN A COMPACT FORM LOCATED IN THE NORTHWEST CORNER OF THE SOUTHWEST  
QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12, HERETOFORE CONVEYED TO  
GWENFORD MILL AND ELEVATOR COMPANY BY DEED RECORDED IN BOOK 13, PAGE 256,  
RECORDS OF ONEIDA COUNTY, IDAHO.

## ALSO

ALL THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION  
11, TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO, LYING  
SOUTH AND EAST OF THE COUNTY ROAD RUNNING THROUGH SAID 40 ACRE TRACT. T-3976

TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO.  
SECTION 1: THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER.

LAWRENCE VICTOR RICHES  
10410 WEST LOYOLA DR.  
LOS ALTOS, CA 94024

ACCOMMODATION

Microfilm No. **142996**  
30 Day June 2008  
At 1:00 O'clock P  
Natalie Murphy  
Oneida Co. Recorder  
Fee \$ 33.00  
Recorded at Request of Deputy  
Northern Title Co.

## WARRANTY DEED

LAWRENCE V. RICHES AND CAROLYN RICHES, HUSBAND AND WIFE, of Los Altos Hills, CA, AND TRIPLE R. DEVELOPMENT, LLC, A UTAH LIMITED LIABILITY COMPANY, of Peoa, UT, AN UNDIVIDED 1.33% INTEREST IN LAWRENCE V. RICHES AND CAROLYN RICHES UNDIVIDED INTEREST, AND TRIPLE R. DEVELOPMENT, LLC, A UTAH LIMITED LIABILITY COMPANY, of Peoa, UT, AN UNDIVIDED 14.92% INTEREST IN LAWRENCE V. RICHES AND CAROLYN RICHES UNDIVIDED INTEREST, AND KEVIN G. RICHES AND MELISSA B. RICHES, HUSBAND AND WIFE of Protola Valley, CA, AND GARTH E. PICKETT AND KATHLEEN R. PICKETT, HUSBAND AND WIFE of Los Altos Hills, CA., AND PEOA RIVER VALLEY RANCH LAND, LLC, A UTAH LIMITED LIABILITY COMPANY, of Peoa, UT, Grantor(s),

hereby **CONVEY AND WARRANT** to

LAWRENCE VICTOR RICHES AND CAROLYN RICHES, HUSBAND AND WIFE, AND KEVIN RICHES AND MELISSA B. RICHES HUSBAND AND WIFE, of Los Altos Hills, CA AND KENNETH RICHES AND KATHY RICHES, HUSBAND AND WIFE, AND ANGIE RICHES aka ANGIE RICHES BANKS AND DEREK BANKS, WIFE AND HUSBAND, AND KATHLEEN PICKETT AND GARTH PICKETT, WIFE AND HUSBAND, AND HEATHER MCCAULLY AND MARK MCCAULLY, WIFE AND HUSBAND, AND G. JEFFREY PICKETT, AND TRACY PICKETT, HUSBAND AND WIFE, AND GREGORY PICKETT AND MADELEINE PICKETT, HUSBAND AND WIFE, AND JAMES PICKETT AND MOLLY PICKETT, HUSBAND AND WIFE, AND TED HELVEY AND MICHELLE HELVEY, HUSBAND AND WIFE, AND CREATIVE CENTER OF LOS ALTOS, INC., A CALIFORNIA CORPORATION, AND TRIPLE R. DEVELOPMENT, LLC, A UTAH LIMITED LIABILITY COMPANY, Grantee(s),

for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Oneida County, State of Idaho:

SEE ATTACHED EXHIBIT "A"

TOGETHER WITH ALL GRANTORS IMPROVEMENTS AND WATER RIGHTS APPURTENANT TO THE PROPERTY

Subject to easements, restrictions and rights of way of record, and taxes for the year 2008 and thereafter.

142996

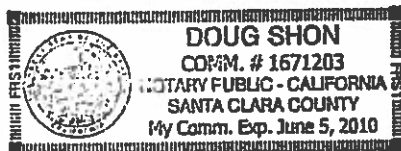
Witness, the hand(s) of said Grantor(s), this 12<sup>th</sup> of June, 2008.

Kevin G. Riches  
KEVIN G. RICHES

Melissa B. Riches  
MELISSA B. RICHES

State of STATE OF CALIFORNIA  
County of COUNTY OF SANTA CLARA

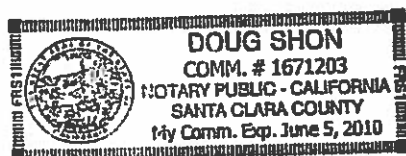
On 12<sup>th</sup> June, 2008, personally appeared before me KEVIN G. RICHES, who duly acknowledged to me that HE executed the same.



[Signature]  
Notary Public  
Residing: LOS ANGELES, CA  
Expires: 6-5-10

State of STATE OF CALIFORNIA  
County of COUNTY OF SANTA CLARA

On 12<sup>th</sup> June, 2008, personally appeared before me MELISSA B. RICHES, who duly acknowledged to me that SHE executed the same.



[Signature]  
Notary Public  
Residing: LOS ANGELES, CA  
Expires: 6-5-10

142996

Witness, the hand(s) of said Grantor(s), this 18<sup>th</sup> June, 2008.

**TRIPLE R. DEVELOPMENT, LLC, A UTAH LIMITED LIABILITY COMPANY**

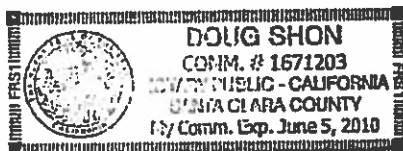
Kevin Riches  
KEVIN RICHES

Lawrence Victor Riches  
LAWRENCE VICTOR RICHES

State of  
County of

STATE OF CALIFORNIA  
COUNTY OF SANTA CLARA

On 18<sup>th</sup> June, 2008, personally appeared before me KEVIN RICHES, who, being by me duly sworn, did say that he is the Manager/Member of **TRIPLE R. DEVELOPMENT, LLC, A UTAH LIMITED LIABILITY COMPANY**, and that the said instrument was signed in behalf of said Limited Liability Company by the authority of its Articles of Organization and Operating Agreement, and the aforesaid individual acknowledged to me that said Company executed the same.



Notary Public:

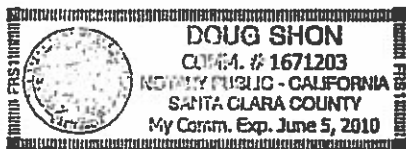
Residing: Los Altos, CA.

Expires: 6-5-10

State of  
County of

STATE OF CALIFORNIA  
COUNTY OF SANTA CLARA

On 18<sup>th</sup> June, 2008, personally appeared before me LAWRENCE VICTOR RICHES, who, being by me duly sworn, did say that he is the Manager/Member of **TRIPLE R. DEVELOPMENT, LLC, A UTAH LIMITED LIABILITY COMPANY**, and that the said instrument was signed in behalf of said Limited Liability Company by the authority of its Articles of Organization and Operating Agreement, and the aforesaid individual acknowledged to me that said Company executed the same.



Notary Public:

Residing: Los Altos, CA

Expires: 6-5-10

142996

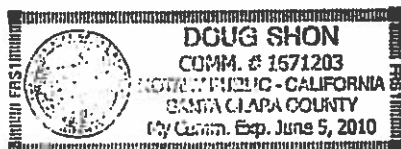
Witness, the hand(s) of said Grantor(s), this 6/18, 2008.

Lawrence V. Riches  
LAWRENCE V. RICHES

Carolyn Riches  
CAROLYN. RICHES

State of STATE OF CALIFORNIA  
County of COUNTY OF SANTA CLARA

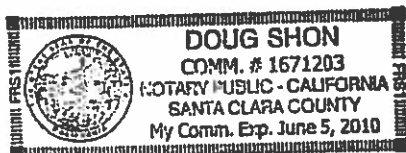
On 18<sup>th</sup> June, 2008, personally appeared before me LAWRENCE V. RICHES, who duly acknowledged to me that HE executed the same.



[Signature]  
Notary Public  
Residing: Los Altos, CA  
Expires: 6-5-10

State of STATE OF CALIFORNIA  
County of COUNTY OF SANTA CLARA

On 18<sup>th</sup> June, 2008, personally appeared before me CAROLYN RICHES, who duly acknowledged to me that SHE executed the same.



[Signature]  
Notary Public  
Residing: Los Altos, CA.  
Expires: 6-5-10

142996

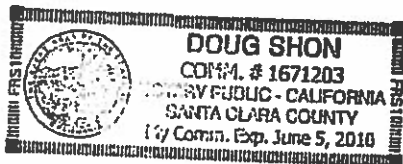
Witness, the hand(s) of said Grantor(s), this 18 June, 2008.

PEOA RIVER VALLEY RANCH LAND, LLC, A UTAH LIMITED LIABILITY COMPANY

Lawrence V. Riches  
LAWRENCE V. RICHES

State of STATE OF CALIFORNIA )  
County of COUNTY OF SANTA CLARA )

On 18<sup>th</sup> June, 2008, personally appeared before me LAWRENCE V. RICHES, who, being by me duly sworn, did say that he is the Manager of PEOA RIVER VALLEY RANCH LAND, LLC, A UTAH LIMITED LIABILITY COMPANY, and that the said instrument was signed in behalf of said Limited Liability Company by the authority of its Articles of Organization and Operating Agreement, and the aforesaid individual acknowledged to me that said Company executed the same.



Doug Shon  
Notary Public:

Residing: Los Altos, CA

Expires:

6-5-10

142996

Witness, the hand(s) of said Grantor(s), this June 23, 2008.

Garth E. Pickett  
GARTH E. PICKETT

Kathleen R. Pickett  
KATHLEEN R. PICKETT

State of California )  
County of Santa Clara } ss:

see attached

On \_\_\_\_\_, 2008, personally appeared before me GARTH E. PICKETT, who duly acknowledged to me that HE executed the same.

\_\_\_\_\_  
Notary Public  
Residing:  
Expires:

State of California )  
County of Santa Clara } ss:

see attached

On \_\_\_\_\_, 2008, personally appeared before me KATHLEEN R. PICKETT, who duly acknowledged to me that SHE executed the same.

\_\_\_\_\_  
Notary Public  
Residing:  
Expires:

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Santa ClaraOn 23 June, 2008

before me,

Arbella DaniloNotary Publicpersonally appeared Kathleen Riches Pickett

Here Insert Name and Title of the Officer

Name(s) of Signer(s)

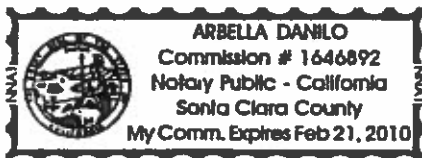
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**Title or Type of Document: Warranty DeedDocument Date: 6/23/08Number of Pages: 9

Signer(s) Other Than Named Above:

Kevin & Melissa Riches; Kevin Riches; Lawrence V. Riches;  
Lawrence V. Riches & Carolyn Riches; Lawrence Riches;  
Garth E. Pickett.

Capacity(ies) Claimed by Signer(s)

Signer's Name: Kathleen Riches Pickett☐ Individual☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Attorney in Fact☒ Trustee☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer's Name: \_\_\_\_\_

☐ Individual☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

142996

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Santa ClaraOn 6/25/08

Date

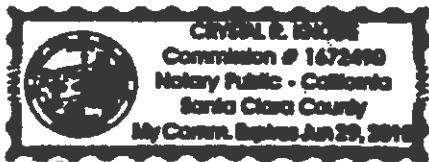
before me,

Crystal R. Knode, Notary Public,

Here Insert Name and Title of the Officer

personally appeared Garth E. Pickett

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Crystal R. Knode

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**Title or Type of Document: Warranty DeedDocument Date: 6/23/08

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**Signer's Name: Garth E. Pickett

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

 RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

 RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

## EXHIBIT "A"

## PARCEL 1

TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO:  
SECTION 1: THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER.

ALSO

THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND:  
COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST  
QUARTER OF SECTION 1, THENCE RUNNING EAST 467 FEET; THENCE SOUTH 467 FEET;  
THENCE WEST 467 FEET; THENCE NORTH 467 FEET TO THE POINT OF BEGINNING.

ALSO

COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST  
QUARTER OF SECTION 1, THENCE RUNNING EAST 467 FEET; THENCE SOUTH 467 FEET;  
THENCE WEST 467 FEET; THENCE NORTH 467 FEET TO THE POINT OF BEGINNING. T-5359

## PARCEL 2

TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO:  
SECTION 11: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER  
OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 15 SOUTH, RANGE 35 EAST,  
BOISE MERIDIAN, ONEIDA COUNTY, IDAHO: THENCE RUNNING WEST 29.2 RODS; THENCE  
SOUTH 34° 30' WEST 16 RODS; THENCE NORTH 73° 00' WEST 16 RODS; THENCE NORTH 8.44  
RODS TO 40 ACRE LINE; THENCE WEST 19.24 RODS; THENCE SOUTH 160 RODS; THENCE  
EAST 73 RODS; THENCE NORTH 160 RODS TO THE POINT OF BEGINNING. T-931

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:  
BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 11; THENCE NORTH 89° 14' 20"  
WEST 1207.72 FEET ALONG THE NORTH LINE OF SAID SECTION 11; THENCE SOUTH 1339.42  
FEET TO A 5/8" REBAR WITH CAP LABELED "A.A. HUDSON PLS 4735" SET ON A FENCE  
LINE, THE TRUE POINT OF BEGINNING; THENCE ALONG A FENCE LINE THROUGH THE  
FOLLOWING COURSES" NORTH 88° 35' 59" EAST 248.00 FEET TO A 5/8" REBAR WITH CAP;  
SOUTH 84° 08' 49" EAST 48.42 FEET TO A 5/8" REBAR WITH CAP; THENCE SOUTH 31° 03' 13"  
EAST 138.58 FEET TO A 5/8" REBAR WITH CAP; THENCE SOUTH 61° 07' 36" EAST 103.78 FEET  
TO A 5/8" REBAR WITH CAP; THENCE SOUTH 66° 56' 40" EAST 71.61 FEET TO A 5/8" REBAR  
WITH CAP SET ON THE WESTERLY RIGHT OF WAY LINE OF SAMARIA ROAD; THENCE  
SOUTH 38° 13' 33" WEST 526.88 FEET ALONG SAID RIGHT OF WAY LINE TO A 5/8" REBAR  
WITH CAP SET ON THE NORTHERLY RIGHT OF WAY LINE OF A COUNTY ROAD; THENCE  
NORTH 87° 23' 03" WEST 170.55 FEET ALONG SAID RIGHT OF WAY LINE TO A 5/8" REBAR  
WITH CAP SET AT A FENCE LINE; THENCE NORTH 12° 09' 57" WEST 129.12 FEET ALONG A  
FENCE LINE TO A 5/8" REBAR WITH CAP; THENCE NORTH 01° 10' 24" WEST 164.36 FEET TO  
A 5/8" REBAR WITH CAP SET AT A FENCE CORNER; THENCE NORTH 00° 28' 53" EAST 311.34  
FEET TO THE TRUE POINT OF BEGINNING.

ALSO

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO: THENCE RUNNING NORTH 142 RODS TO A POINT IN THE CENTER OF THE BIG MALAD RIVER AT A POINT 18 RODS SOUTH OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE FOLLOWING THE MEANDERING COURSE OF SAID RIVER IN A SOUTHEASTERLY DIRECTION TO A POINT 5 RODS WEST OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12; THENCE WEST 155 RODS TO THE POINT OF BEGINNING. T-932

PARCEL 3

TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO.  
SECTION 1: THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER.

SECTION 12: THE EAST HALF OF THE SOUTHEAST QUARTER, THE SOUTH HALF OF THE NORTHEAST QUARTER, THE NORTH HALF OF THE NORTHWEST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THE NORTH HALF OF THE NORTHEAST QUARTER. ALL THAT PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER LYING NORTH AND EAST OF THE BIG MALAD RIVER AS THE SAME NOW FLOWS. T-930

EXCEPTING THEREFROM 2 ACRES IN A COMPACT FORM LOCATED IN THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12, HERETOFORE CONVEYED TO GWENFORD MILL AND ELEVATOR COMPANY BY DEED RECORDED IN BOOK 13, PAGE 256, RECORDS OF ONEIDA COUNTY, IDAHO.

SECTION 13: THE EAST HALF OF THE NORTHEAST QUARTER.

TOWNSHIP 15 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO.  
SECTION 7: COMMENCING AT THE NORTHWEST CORNER OF SECTION 7; THENCE EAST 88 RODS 5 FEET; THENCE SOUTH 145 RODS; THENCE WEST 88 RODS 5 FEET; THENCE NORTH 145 RODS TO THE PLACE OF BEGINNING. T-997

PARCEL 4

THAT PROPERTY DESCRIBED AS ASSESSOR'S TAX NO. 230 BEING IN SECTION 12, TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO AND DESCRIBED AS FOLLOWS:

2 ACRES IN A COMPACT FORM LOCATED IN THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12, HERETOFORE CONVEYED TO GWENFORD MILL AND ELEVATOR COMPANY BY DEED RECORDED IN BOOK 13, PAGE 256, RECORDS OF ONEIDA COUNTY, IDAHO.

ALSO

ALL THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF

**142996**

SECTION 11, TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY,  
IDAHO, LYING SOUTH AND EAST OF THE COUNTY ROAD RUNNING THROUGH SAID 40  
ACRE TRACT. T-3976

TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO.  
SECTION 1: THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER.

---

NTO-66770  
Kevin & Melissa Riches Revocable Trust  
% Kevin G. Riches  
217 Mapache  
Portola Valley, CA 94028

Accommodation Only

## WARRANTY DEED

Microfilm No. **151106**  
9 Day May 20 14  
At 11:35 o'clock AM  
Lola Bolt  
Oneida Co. Recorder  
Fee \$ 22.00 Deputy  
Recorded at Request of  
Northern Title Co.

Kevin Riches and Melissa B. Riches, Husband and Wife,

Grantor(s) of Portola Valley, County of San Mateo, State of CA, hereby **CONVEY AND WARRANT** to

Kevin G. Riches and Melissa Brett Riches, Co-Trustees of the Kevin and Melissa Riches Revocable Trust, dated July 19, 2001,

Grantee(s) of Portola Valley, County of San Mateo, State of CA for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Oneida County, State of ID:

See attached Exhibit "A"

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

THIS DEED HAS BEEN PREPARED BASED ON INFORMATION PROVIDED BY GRANTOR/GRANTEE AS AN ACCOMMODATION ONLY BY NORTHERN TITLE COMPANY WITHOUT ANY EXAMINATION WITH REGARDS TO TITLE.

Witness, the hand(s) of said Grantor(s), this April 30, 2014

Kevin Riches  
Kevin Riches

Melissa B. Riches  
Melissa B. Riches

State of: )  
County of: )ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year of 2014, before me the undersigned, a Notary Public, personally appeared Kevin Riches and Melissa B. Riches, known or identified to me (or proved to me on the oath of \_\_\_\_\_), to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

*\* See Attached*

\_\_\_\_\_  
Notary Public:  
Residing:  
My commission expires on:

## Exhibit "A"

## Parcel 1

Township 15 South, Range 35 East, Boise Meridian, Oneida County, Idaho

Section 1: The East Half of the West Half of the Southwest Quarter.

Also, the West Half of the East Half of the Southwest Quarter.

Excepting therefrom the following described tract of land:

Commencing at the Northwest Corner of the East Half of the Southwest Quarter of Section 1; thence running East 467 feet; thence South 467 feet; thence West 467 feet; thence North 467 feet to the Point of Beginning.

Also, commencing at the Northwest Corner of the East Half of the Southwest Quarter of Section 1; thence running East 467 feet; thence South 467 feet; thence West 467 feet; thence North 467 feet to the point of Beginning. T-5359

## Parcel 2

Township 15 South, Range 35 East, Boise Meridian, Oneida County, Idaho

Section 11: Commencing at the Northeast Corner of the Southeast Quarter of the Northeast Quarter of Section 11, Township 15 South, Range 35 East, Boise Meridian, Oneida County, Idaho; thence running West 29.2 rods; thence South 34°30' West 16 rods; thence North 73°00' West 16 rods; thence North 8.44 rods to 40 acre line; thence West 19.24 rods; thence South 160 rods; thence East 73 rods; thence North 160 rods to the Point of Beginning. T-931

Excepting therefrom the following described parcel of land:

Beginning at the Northeast Corner of said Section 11; thence North 89°14'20" West 1207.72 feet along the North line of said Section 11; thence South 1339.42 feet to a 5/8" rebar with cap labeled "A. A. Hudson, PLS 4735" set on a fence line, the True Point of Beginning; thence along a fence line through the following courses: North 88°35'59" East 248.00 feet to a 5/8" rebar with cap; South 84°08'49" East 48.42 feet to a 5/8" rebar with cap; thence South 31°03'13" East 138.58 feet to a 5/8" rebar with cap; thence South 61°07'36" East 103.78 feet to a 5/8" rebar with cap; thence South 66°56'40" East 71.61 feet to a 5/8" rebar with cap set on the Westerly Right of Way line of Samaria Road; thence South 38°13'33" West 526.88 feet along said Right of Way line to a 5/8" rebar with cap set on the Northerly Right of Way line of a County Road; thence North 87°23'03" West 170.55 feet along said Right of Way line to a 5/8" rebar with cap set at a fence line; thence North 12°09'57" West 129.12 feet along a fence line to a 5/8" rebar with cap; thence North 01°10'24" West 164.36 feet to a 5/8" rebar with cap set at a fence corner; thence North 00°28'53" East 311.34 feet to the True Point of Beginning.

Also, commencing at the Southwest Corner of the Northwest Quarter of the Southwest Quarter of Section 12, Township 15 South, Range 35 East, Boise Meridian, Oneida County, Idaho; thence running North 142 rods to a point in the center of the Big Malad River at a point 18 rods South of the Northwest Corner of the Southwest Quarter of the Northwest Quarter of said Section 12; thence following the meandering course of said river in a Southeasterly direction to a point 5 rods West of the Southeast Corner of the Northeast Quarter of the Southwest Quarter of said Section 12; thence West 155 rods to the Point of Beginning. T-932

## Parcel 3

Township 15 South, Range 35 East, Boise Meridian, Oneida County, Idaho

Section 1: The West Half of the West Half of the Southwest Quarter.

Section 12: The East Half of the Southeast Quarter, the South Half of the Northeast Quarter, the North Half of the Northwest Quarter, the Northwest Quarter of the Southeast Quarter, and the North Half of the Northeast Quarter. All that part of the South Half of the Northwest Quarter and the Northeast Quarter of the Southwest Quarter lying North and East of the Big Malad River as the same now flows. T-930

Excepting therefrom 2 acres in a compact form located in the Northwest Corner of the Southwest Quarter of the Northwest Quarter of said Section 12, heretofore conveyed to Gwenford Mill and Elevator Company by Deed recorded in Book 13, Page 256, Records of Oneida County, Idaho.

Section 13: The East Half of the Northeast Quarter.

Township 15 South, Range 36 East, Boise Meridian, Oneida County, Idaho

Section 7: Commencing at the Northwest Corner of Section 7; thence East 88 rods 5 feet; thence South 145 rods; thence West 88 rods 5 feet; thence North 145 rods to the Place of Beginning. T-997

Parcel 4

That property described as Assessor's Tax No. 230, being in Section 12, Township 15 South, Range 35 East, Boise Meridian, Oneida County, Idaho and described as follows:

2 acres in a compact form located in the Northwest Corner of the Southwest Quarter of the Northwest Quarter of said Section 12, heretofore conveyed to Gwenford Mill and Elevator Company by Deed recorded in Book 13, Page 256, records of Oneida County, Idaho.

Also, all that part of the Northeast Quarter of the Northeast Quarter of Section 11, Township 15 South, Range 35 East, Boise Meridian, Oneida County, Idaho, lying South and East of the County Road running through said 40 acre tract. T-3976

Township 15 South, Range 35 East, Boise Meridian, Oneida County, Idaho

Section 1: The East Half of the East Half of the Southwest Quarter.

NTO-66770  
The Riches Family Trust  
% Lawrence Victor Riches Jr.  
171 Main Street, # 280  
Los Altos, CA 94022

Accommodation Only

## WARRANTY DEED

Lawrence Victor Riches and Carolyn Riches, Husband and Wife

Grantor(s) of Los Altos, County of Santa Clara, State of CA, hereby **CONVEY AND WARRANT** to

Lawrence Victor Riches, Jr. and Carolyn C. Riches, Trustees of the Riches Family Trust, dated June 12, 1998

Grantee(s) of Los Altos, County of Santa Clara, State of CA for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Oneida County, State of ID:

See Attached Exhibit "A"

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

THIS DEED HAS BEEN PREPARED BASED ON INFORMATION PROVIDED BY GRANTOR/GRANTEE AS AN ACCOMMODATION ONLY BY NORTHERN TITLE COMPANY WITHOUT ANY EXAMINATION WITH REGARDS TO TITLE.

Witness, the hand(s) of said Grantor(s), this April 30, 2014.

Lawrence Victor Riches  
Lawrence Victor Riches

Carolyn Riches  
Carolyn Riches

State of: )  
County of: )ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year of 2014, before me the undersigned, a Notary Public, personally appeared **Lawrence Victor Riches and Carolyn Riches**, known or identified to me (or proved to me on the oath of \_\_\_\_\_), to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

*\* See Attached*

\_\_\_\_\_  
Notary Public:  
Residing:  
My commission expires on:

Microfilm No. **151109**  
9 Day May 20 14  
At 11:50 O'clock Am  
Lola Bott  
Oneida Co. Recorder  
Fee \$ 22.00 Deputy  
Recorded at Request of Northern Title Co

## Exhibit "A"

## Parcel 1

Township 15 South, Range 35 East, Boise Meridian, Oneida County, Idaho

Section 1: The East Half of the West Half of the Southwest Quarter.

Also, the West Half of the East Half of the Southwest Quarter.

Excepting therefrom the following described tract of land:

Commencing at the Northwest Corner of the East Half of the Southwest Quarter of Section 1; thence running East 467 feet; thence South 467 feet; thence West 467 feet; thence North 467 feet to the Point of Beginning.

Also, commencing at the Northwest Corner of the East Half of the Southwest Quarter of Section 1; thence running East 467 feet; thence South 467 feet; thence West 467 feet; thence North 467 feet to the point of Beginning. T-5359

## Parcel 2

Township 15 South, Range 35 East, Boise Meridian, Oneida County, Idaho

Section 11: Commencing at the Northeast Corner of the Southeast Quarter of the Northeast Quarter of Section 11, Township 15 South, Range 35 East, Boise Meridian, Oneida County, Idaho; thence running West 29.2 rods; thence South 34°30' West 16 rods; thence North 73°00' West 16 rods; thence North 8.44 rods to 40 acre line; thence West 19.24 rods; thence South 160 rods; thence East 73 rods; thence North 160 rods to the Point of Beginning. T-931

Excepting therefrom the following described parcel of land:

Beginning at the Northeast Corner of said Section 11; thence North 89°14'20" West 1207.72 feet along the North line of said Section 11; thence South 1339.42 feet to a 5/8" rebar with cap labeled "A. A. Hudson, PLS 4735" set on a fence line, the True Point of Beginning; thence along a fence line through the following courses: North 88°35'59" East 248.00 feet to a 5/8" rebar with cap; South 84°08'49" East 48.42 feet to a 5/8" rebar with cap; thence South 31°03'13" East 138.58 feet to a 5/8" rebar with cap; thence South 61°07'36" East 103.78 feet to a 5/8" rebar with cap; thence South 66°56'40" East 71.61 feet to a 5/8" rebar with cap set on the Westerly Right of Way line of Samaria Road; thence South 38°13'33" West 526.88 feet along said Right of Way line to a 5/8" rebar with cap set on the Northerly Right of Way line of a County Road; thence North 87°23'03" West 170.55 feet along said Right of Way line to a 5/8" rebar with cap set at a fence line; thence North 12°09'57" West 129.12 feet along a fence line to a 5/8" rebar with cap; thence North 01°10'24" West 164.36 feet to a 5/8" rebar with cap set at a fence corner; thence North 00°28'53" East 311.34 feet to the True Point of Beginning.

Also, commencing at the Southwest Corner of the Northwest Quarter of the Southwest Quarter of Section 12, Township 15 South, Range 35 East, Boise Meridian, Oneida County, Idaho; thence running North 142 rods to a point in the center of the Big Malad River at a point 18 rods South of the Northwest Corner of the Southwest Quarter of the Northwest Quarter of said Section 12; thence following the meandering course of said river in a Southeasterly direction to a point 5 rods West of the Southeast Corner of the Northeast Quarter of the Southwest Quarter of said Section 12; thence West 155 rods to the Point of Beginning. T-932

## Parcel 3

Township 15 South, Range 35 East, Boise Meridian, Oneida County, Idaho

Section 1: The West Half of the West Half of the Southwest Quarter.

Section 12: The East Half of the Southeast Quarter, the South Half of the Northeast Quarter, the North Half of the Northwest Quarter, the Northwest Quarter of the Southeast Quarter, and the North Half of the Northeast Quarter. All that part of the South Half of the Northwest Quarter and the Northeast Quarter of the Southwest Quarter lying North and East of the Big Malad River as the same now flows. T-930

Excepting therefrom 2 acres in a compact form located in the Northwest Corner of the Southwest Quarter of the Northwest Quarter of said Section 12, heretofore conveyed to Gwenford Mill and Elevator Company by Deed recorded in Book 13, Page 256, Records of Oneida County, Idaho.

Section 13: The East Half of the Northeast Quarter.

Township 15 South, Range 36 East, Boise Meridian, Oneida County, Idaho

Section 7: Commencing at the Northwest Corner of Section 7; thence East 88 rods 5 feet; thence South 145 rods; thence West 88 rods 5 feet; thence North 145 rods to the Place of Beginning. T-997

Parcel 4

That property described as Assessor's Tax No. 230, being in Section 12, Township 15 South, Range 35 East, Boise Meridian, Oneida County, Idaho and described as follows:

2 acres in a compact form located in the Northwest Corner of the Southwest Quarter of the Northwest Quarter of said Section 12, heretofore conveyed to Gwenford Mill and Elevator Company by Deed recorded in Book 13, Page 256, records of Oneida County, Idaho.

Also, all that part of the Northeast Quarter of the Northeast Quarter of Section 11, Township 15 South, Range 35 East, Boise Meridian, Oneida County, Idaho, lying South and East of the County Road running through said 40 acre tract. T-3976

Township 15 South, Range 35 East, Boise Meridian, Oneida County, Idaho

Section 1: The East Half of the East Half of the Southwest Quarter.

TRACT

A

**The W1/2W1/2SW1/4 OF Section 1 Township 15 South Range 35 East**

**PARCEL # RP0262900**

|                                                                                                                                                                               |    |                                                                                                                                                                                                           |        |        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------|
| USA                                                                                                                                                                           | to | Sam Davis                                                                                                                                                                                                 | Deed   | 35712  |
| Mary Davis<br>(Widow of Sam Davis)                                                                                                                                            | to | Lewis Hughes                                                                                                                                                                                              | Deed   | K 37   |
| Lewis Hughes                                                                                                                                                                  | to | John E. Jones & Daniel E. Jones (Jones Bros)                                                                                                                                                              | Deed   | R 117  |
| John E. Jones & Daniel E. Jones (Jones Bros)                                                                                                                                  | to | Dan E. Jones                                                                                                                                                                                              | Deed   | 29235  |
| Oneida County Sherriff                                                                                                                                                        | to | Jedd Jones                                                                                                                                                                                                | Deed   | 43129  |
| Jedd Jones                                                                                                                                                                    | to | Jas H. Williams                                                                                                                                                                                           | Deed   | 43130  |
| Elva P. Williams<br>(Widow of Jas H. Williams)                                                                                                                                | to | James Bland Williams                                                                                                                                                                                      | Deed   | 81834  |
| James Bland Williams                                                                                                                                                          | to | Ardelle E. Williams                                                                                                                                                                                       | Decree | 117806 |
| Ardelle E. Williams                                                                                                                                                           | to | Richard A. Goodard & Janice A. Goodard (1/2)                                                                                                                                                              | Deed   | 117971 |
| Ardelle E. Williams                                                                                                                                                           | to | Daniel D. Williams (1/4)                                                                                                                                                                                  | Deed   | 117972 |
| Ardelle E. Williams                                                                                                                                                           | To | James D. Williams (1/4)                                                                                                                                                                                   | Deed   | 117973 |
| Richard A. Goodard & Janice A. Goodard (1/2) &<br>Daniel D. Williams (1/4) & James D. Williams (1/4)                                                                          | to | W. Neil & Clara C. Jensen                                                                                                                                                                                 | Deed   | 120050 |
| W. Neil Jensen & Clara C. Jensen                                                                                                                                              | to | Blackburn Land & Cattle, LLC                                                                                                                                                                              | Deed   | 137127 |
| Blackburn Land & Cattle, LLC                                                                                                                                                  | to | Pheasant Brook, LLC                                                                                                                                                                                       | Deed   | 135385 |
| Pheasant Brook, LLC                                                                                                                                                           | to | PEOA River Valley Ranch Land, G. Jeffrey Pickett,<br>Gregory Pickett, Kathleen Pickett, Angie Riches, L. Victor Riches,<br>Kevin Riches, Kenneth Riches, James Pickett,<br>& Creative Center of Los Altos | Deed   | 141414 |
| PEOA River Valley Ranch Land,<br>G. Jeffrey Pickett, Gregory Pickett,<br>Kathleen Pickett, Angie Riches,<br>L. Victor Riches, Kevin Riches,<br>Kenneth Riches, James Pickett, | to | Lawrence V. Riches, Carolyn Riches,<br>Kevin G. Riches, Melissa B. Riches<br>Garth E. Pickett , Kathleen R. Pickett<br>PEOA River Valley Ranch Land                                                       | Deed   | 141796 |

& Creative Center of Los Altos

Lawrence V. Riches & Carolyn Riches to Triple R. Development, LLC (1.33%) Deed 142042

Lawrence V. Riches & Carolyn Riches to Triple R. Development, LLC (14.92%) Deed 142103

Lawrence V. Riches, Carolyn Riches, to Lawrence Victor Riches, Carolyn Riches Deed 142996  
Triple R. Development, LLC, Kevin Riches, Melissa B. Riches,  
Kevin G. Riches, Melissa B. Riches, Kenneth Riches, Kathy Riches  
Garth E. Pickett, Kathleen R. Pickett, Angie Riches (Banks), Derek Banks,  
PEOA River Valley Ranch Land, LLC Kathleen Pickett, Garth Pickett,  
Heather MCCaully, Mark MCCaully

G. Jeffrey Pickett, Tracy Pickett  
Gregory Pickett, Madeleine Pickett  
James Pickett, Molly Pickett, Ted Helvey,  
Michelle Helvey, Creative Center of Los Altos, Inc.,  
Triple R. Development, LLC

Kevin Riches, Melissa B. Riches to Kevin G. Riches, Melissa Bredt Riches Deed 151106  
Trustees of the Kevin and Melissa  
Riches Trust, 07-19-2001

Lawrence Victor Riches, Carolyn Riches to Lawrence Victor Riches, Jr , Deed 151109  
and Carolyn C. Riches, Trustees of  
the Riches Family Trust, 06-12-1998

Instrument No. 29255.

Wits Indenture, Made this 16th day of December in the year of our Lord one thousand nine hundred and sixteen between Jones Bros. (John E. Jones and Dan E. Jones) and Winniefred Jones, wife of John E. Jones, of Gwenvord, County of Oneida, State of Idaho, the part 100 of the first part, and Dan E. Jones of Gwenvord, County of Oneida, State of Idaho, the part y of the second part,

Witnesseth: That the said parties of the first part, for and in consideration of the sum of One & no/100 - - - - - Dollars, lawful money of the United States of America, to them in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said part y of the second part, and to his heirs and assigns forever, all the following described real estate situated in Oneida County, State of Idaho, to-wit:

The west half of the west half of the southwest quarter of section one, in township fifteen south, Range thirty-five East of the Boise Meridian.

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

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

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

Signed, Sealed and Delivered in the Presence of

Philip J. Evans.

JONES BEGS., (SEAL).

By John E. Jones (SEAL).

Dan E. Jones (SEAL).

Winniefred Jones (SEAL).

State of Idaho, }  
County of Oneida } ss. On the nineteenth day of February, in the year 1917, before me,  
Philip J. Evans, a Notary Public in and for said County, personally appeared Jones Bros. (John E. Jones and Dan E. Jones) and Winniefred Jones, wife of John E. Jones, 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.

Philip J. Evans,

Notary Public,

Oneida, Idaho.

Filed for record this 19th day of February

A. D. 1917 at 3:40 o'clock P. M.

JEREMY JONES,

Ex-Officio Recorder.

By

Assistant. *[Signature]*

COMPARED

THIS INDENTURE, made this the 7th day of December, 1926, between Morgan W. Tovey the Sheriff of Oneida County, State of Idaho, party of the first part and Jedd Jones the party of the second part, WITNESSETH:

WHEREAS, A Judgement and Decree of foreclosure and Sale was rendered and entered in the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Oneida, on the 28th day of October 1925, in an action then pending in said Court in favor of the Union Central Life Insurance Company, a corporation, as plaintiff and against Jennette Jones as Administratrix of the Estate of Daniel E. Jones deceased, Jennie Jones, Eleanor Nieffenegger, Lizzie Thomas, Jedd Jones, Defendant's And an Order of Sale issued out of and under the seal of the said District Court reciting the material parts of said Judgement and Decree, duly attested on the 26th day of September 1925, and to the Sheriff of Oneida County, State of Idaho, directed and to Morgan W. Tovey as such Sheriff delivered on the 28th, day of September, 1925, for execution, commanding him and him as such Sheriff to proceed to notice for sale and sell the premises in said writ mentioned and described in said Decree as follows, to-wit:

1 The East half ( $E\frac{1}{2}$ ) of the Northeast Quarter ( $NE\frac{1}{4}$ ) of Section Thirteen (13) and the East-half ( $E\frac{1}{2}$ ) of the Southeast Quarter ( $SE\frac{1}{4}$ ) and the Northwest Quarter ( $NW\frac{1}{4}$ ) of the Southeast Quarter ( $SE\frac{1}{4}$ ) and the South-half ( $S\frac{1}{2}$ ) of the Northeast Quarter ( $NE\frac{1}{4}$ ) of Section Twelve (12) Township Fifteen (15) South, Range Thirty five (35) East of the Boise Meridian, and containing Two Hundred Eighty (280) acres.

Also all that part of the South-half ( $S\frac{1}{2}$ ) of the Northwest Quarter ( $NW\frac{1}{4}$ ) and the Northeast Quarter ( $NE\frac{1}{4}$ ) of the Southwest Quarter ( $SW\frac{1}{4}$ ) of said Section Twelve (12) lying North and East of the Big Malad River as the same now flows, containing Sixty (60) acres.

Also the West-half ( $W\frac{1}{2}$ ) of the West-half ( $W\frac{1}{2}$ ) of the Southwest Quarter ( $SW\frac{1}{4}$ ) of Section One (1) said Township and Range, containing Forty (40) acres.

Also the North-half ( $N\frac{1}{2}$ ) of the Northwest Quarter ( $NW\frac{1}{4}$ ) and the North-half ( $N\frac{1}{2}$ ) of the Northeast Quarter ( $NE\frac{1}{4}$ ) of said Section Twelve (12), said Township and Range and containing One Hundred Sixty (160) acres.

Also commencing at the Northwest corner of Section Seven (7) Township Fifteen (15) South, Range Thirty-six (36) East of the Boise Meridian and running thence East Eighty-eight (88) rods and Five (5) feet; thence South One Hundred Forty-five (145) rods; thence West Eighty-eight (88) rods and Five (5) feet; thence North One Hundred Forty-five (145) rods to the place of beginning and containing Eighty (80) acres.

A total acreage is contained herein of Six Hundred Twenty (620) acres more or less excepting therefrom Two (2) acres in compact form located in the Northwest corner of the Southwest Quarter ( $SW\frac{1}{4}$ ) of the Northwest Quarter ( $NW\frac{1}{4}$ ) of said Section Twelve (12) Township Fifteen (15) South, Range Thirty-five (35) East of the Boise Meridian, heretofore conveyed to the Gwenford Mill and Elevator Company by Deed of record in Book 13 of Deeds at Page 256 of the Records of Oneida County, State of Idaho.

A net acreage is contained herein of Six Hundred Eighteen (618) acres. Together with Three Hundred (300) inches of water from the Big Malad River conveyed to the land through the

Oneida Mill Ditch and 13/14 of the Oneida Mill Ditch. Also together with fifty six and one-half (56 1/2) inches of water from Big Laid River, conveyed to the land through the Jones Ditch and 8/17 of said Jones Ditch. Also together with all the waters of Little Springs and Six(6) wells located on said land. Also all ditch and water rights of every nature however evidenced.

Also the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining in the manner prescribed by law and to apply the proceeds of such sale to the satisfaction of the Judgment with interest thereon and costs, together with Sheriff's fees, and to execute the usual certificate and deed to the purchaser or purchasers, and

WHEREAS, in compliance with said writ, that on the 5th day of December, 1926 between the hours of 9 o'clock in the morning and 5 o'clock in the afternoon, to-wit: at the hour of 10:30 o'clock in the forenoon of that day in front of the front door of the County Court House in Oneida County, State of Idaho, and after due and legal notice having been given in said behalf as by the Statutes of Idaho made and provided, Morgan J. Tovey Sheriff duly sold at public auction all and singular the premises above described and in said writ mentioned and described, and by said Decree directed to be sold to Union Central Life Insurance Company, a corporation who was the highest bidder therefor in the sum of \$ 18,578.18 and whereupon the said purchaser paid said Sheriff the said sum of \$18,578.18 so bidden by them and thereupon Morgan J. Tovey as such Sheriff made and issued such Certificate of Sale as by law directed in duplicate and delivered one to the said purchaser and filed the other in the office of the Recorder for said Oneida County, for record and

WHEREAS, The period of one year has expired since the date of said sale and no Redemption or for the said premises has been made.

The Certificate of Sale mentioned herein was duly assigned to Jedd Jones the 26th day of February A.D. 1926

NOW WHEREFORE, THIS INSTRUMENT WITNESSETH, That the said party of the first part, the said Morgan J. Tovey Sheriff as aforesaid, in order to carry into effect the sale so made by Morgan J. Tovey Sheriff, aforesaid in pursuance to said writ and in conformity to the Statutes in such case made and provided, and also in consideration of the premises, and the said sum of \$ 18,578.18 so bidden and paid by the said purchaser to Morgan J. Tovey Sheriff as aforesaid, the receipt whereof is hereby acknowledged, hath Granted, Bargained, Sold and Conveyed and by these presents doth Grant, Bargain, Sell and Convey unto the said party of the second part and to his heirs and assigns forever, all and singular the above described lands and premises.

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

HE HAVE AID TO HOLD all and singular the above mentioned and described premises hereby conveyed, or intended so to be, with the appurtenances unto the said party of the second part his heirs and assigns forever.

IN WITNESS WHEREOF, I Morgan J. Tovey, the party of the first part to these presents Sheriff as aforesaid, have hereunto set my hand and the day and year first above written.

Morgan J. Tovey  
Sheriff of Oneida County, State of Idaho.

STATE OF IDAHO )  
SS  
COUNTY OF ONEIDA)

On this 7th day of December, 1926, before me J. Peter Jensen, Clerk of the District Court personally appeared Morgan J. Tovey Sheriff of the County of Oneida, State of Idaho, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he as such Sheriff executed the same.

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

(SEAL) J. Peter Jensen  
Clerk of the District Court.

Filed for record at the request of Jno J. Clark this 16th day of December at 3-20 P.M. 1926

J. Peter Jensen Recorder By L.L. Peck Deputy

INSTR. NO. 43150

THIS INSTRUMENT, made this 9th day of December, in the year of our Lord One Thousand Nine Hundred and Twenty-six, between Jedd Jones and his wife, Sarah Jones, of Laid City, County of Oneida, State of Idaho, the parties of the first part, and Jas. H. Williams, of Greenford, County of Oneida, State of Idaho, the party of the second part:

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

The East-half (E $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Thirteen (13) and the East-half (E $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) and the Northwest Quarter (NW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) and the South-half (S $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twelve (12) Township Fifteen (15) South, Range Thirty-five (35) East, of the Boise Meridian, and containing Two hundred eighty (280) acres.

Also all that part of the South-half (S $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) and the Northeast Quarter (NE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of said Section Twelve (12) lying North and East of the Big Laid River as the same now flows, containing Sixty (60) acres, also the West half (W $\frac{1}{2}$ ) of the West half (W $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section One (1) said Township and Range, containing Forty (40) acres.

Also all the North-half (N $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) and the North-half (N $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of said Section Twelve (12), said Township and Range and containing one hundred sixty (160) acres.

Also commencing at the Northwest corner of Section Seven (7) Township Fifteen (15) South, of Range Thirty-six (36) East, of the Boise Meridian, and running thence East Eighty-eight (88) rods and Five (5) feet; thence South One hundred forty-five (145) rods; thence West Eighty-eight (88) rods and Five (5) feet; thence North One hundred Forty five (145) rods to the place of beginning, and containing Eighty (80) acres.

A total acreage is contained herein of Six hundred twenty (620) acres more or less, excepting therefrom Two (2) acres in compact form located in the Northwest corner of the Southwest Quarter (SW $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of said Section Twelve (12) Township Fifteen (15) South, of Range Thirty-five (35) East, of the Boise Meridian, heretofore conveyed to the Greenford Mill & Elevator Company by deed of Record in Book 13 of Deeds at Page 255 of the Records of Oneida County, State of Idaho,.

A net acreage is contained herein of Six hundred eighteen (618) acres, Together with Three hundred (300) inches of water from the Big Laid River conveyed to the land through the Oneida Mill Ditch and 13/14 of the Oneida Mill Ditch.

Also together with Fifty-six and One-half (56 $\frac{1}{2}$ ) inches of water from the Big Laid River conveyed to the land through the Jones Ditch and 8/17 of said Jones Ditch.

Also together with all the waters of Little Springs and Six (6) wells located on said land, also all ditch and water rights of every nature however evidenced.

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

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

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

Signed, sealed and delivered in presents of

Jno J. Clark  
as to signature of Jedd Jones.

Jedd Jones (SEAL)

Mrs Sarah Jones (SEAL)

STATE OF IDAHO )  
COUNTY OF ONEIDA ) ss

On this 9th day of December in the year 1926, before me, Jno J. Clark, a Notary Public in and for said County and State personally appeared Jedd Jones, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

(SEAL)

Jno J. Clark  
Notary Public for Idaho  
Residing at Laid, Idaho.

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss

On this 17th day of December in the year 1926, before me, a Notary Public in and for said County and State, personally appeared Sarah Jones, known to me to be one of the persons whose name is subscribed to the within instrument and acknowledged to me

that she executed the same.

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

G.  
Girtrude Walters  
Notary Public for  
Residing at

(33.L)  
My commission expires  
March 2, 1929.

Filed for record at the request of Jno J. Clark at 5-25 P.M. this 15th day of December 1926.

J. Peter Jansen Recorder

By L.L. Peck Deputy.

INSTRUMENT #31874

## WARRANTY DEED

THIS IDENTURE, Made this 30th day of November, in the year of our Lord one thousand nine hundred and sixty one, between ELVA P. WILLIAMS, a Widow of Malad City, County of Oneida, State of Idaho, the part of JAMES BLAND WILLIAMS, of Malad City, County of Oneida, State of Idaho, the part of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of \$10.00 and other valuable consideration lawful money of the United States of America, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold, and by these presents do es grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all of the following described real estate, situate in the County of Oneida, State of Idaho, to-wit:

Trp 15S, Rng 35 EBM, Section 1: N $\frac{1}{2}$ SW $\frac{1}{4}$   
 Section 12: N $\frac{1}{2}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$   
 Also, all that part of the S $\frac{1}{2}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , lying N & E of the Big Malad River, except 2 acres in the NW corner of the S $\frac{1}{2}$ NW $\frac{1}{4}$  thereof.  
 Section 13: E $\frac{1}{2}$ NE $\frac{1}{4}$ , Trp 15 S, Rng 36 EBM  
 Section 7: Also com at the NW corner of Sec 7 thence run E 88 rods 5 ft, thence S 145 rods, thence W 88 rods 5 ft, thence N 145 rods to place of beginning.

\$33.00 Documentary Stamps attached and duly cancelled.

TOGETHER, With all and singular the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining, the reversion and remainder, remainders 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 of the second part and to his heirs and assigns forever, and the said party of the first part, and her heirs, the said premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said party of the first part, and her heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

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

Signed, Sealed and Delivered in the Presence of

Elva P. Williams (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF IDAHO, } ss.  
 COUNTY OF Oneida

On this 20th day of November in the year 1961, before me, E. L. Scott, a Notary Public in and for said State, personally appeared Elva P. Williams

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

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

(SEAL)

E. L. Scott

Notary Public for the State of Idaho, residing at  
 Malad City, Idaho.

STATE OF IDAHO, } ss.  
 COUNTY OF ONEIDA,

Filed for record this 27th day of December, A.D. 1961, at 10:45 o'clock A.M.  
 Colen H. Sweeten, Jr. By Rachel Hughes  
 Ex-Officio Recorder. Deputy.

J. D. Williams  
Attorney at Law  
274 E. Ridgefield Dr.  
Boise, Idaho 83706  
Telephone: 208 344-4905

Attorney for Petitioner

117806  
Mortgage No. 117806  
At 11:55 o'clock AM on 28th day of January, 1992  
Signed by J. D. Williams  
For James Bland Williams  
By J. D. Williams  
Deputy

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF  
THE STATE OF IDAHO IN AND FOR THE COUNTY OF ONEIDA

MAGISTRATES DIVISION

IN THE MATTER OF THE ESTATE

OF

JAMES BLAND WILLIAMS

Deceased.

Case No. SP-91-44

DECREE

Idaho Code Sec. 15-3-1205

The above entitled matter came on regularly for hearing on the 28th day of January, 1992, pursuant to an order of the Court fixing the time of hearing thereof, and proof being made to the satisfaction of the Court that due and regular notice of the time and place of hearing said Petition has been given in the manner and for the time required by law and by order of the Court, and the Court having considered the Petition for Summary Administration of Testate Estate pursuant to Idaho Code Sec. 15-3-1205, and heard the proofs, both oral and documentary now finds:

DECREE - Page 1

State of Idaho }  
County of Oneida } ss.  
I, the undersigned, being a duly qualified Magistrate of the District Court of the State of Idaho, do hereby certify that the foregoing is a full, true and correct copy of the original as the same appears in the files of the Court.  
Witness my hand and sealed the seal of the Court  
this 28th day of January, 1992.

Clk. of The District Court

By Karen L. Heston  
Deputy

1. That on the 3rd day of January, 1992, the Decedent and I were married, and thereafter continued to live together as husband and wife until the death of the Decedent.

2. That during coverture as husband and wife, they did, by their joint efforts and services in the acquirement of the community property of the Decedent and I, acquire title to the property of the Decedent and I hereto and incorporated herein by reference the community property of the Decedent and I.

3. The Court further finds that the Decedent was a resident of Idaho on the 10th day of December, 1991.

4. Decedent executed a will on the 10th day of December, 1991 which was filed with this Court and is hereby adjudged as the will of the Decedent.

5. No proceedings have been had in reference to Decedent's estate.

DECREE - Page 2

117806

1. That on the 3rd day of April 1936, at Logan, Cache County, Utah, the Decedent and Petitioner, ARDELLE E. WILLIAMS, were married, and thereafter continued to live together as husband and wife until the death of the Decedent.

2. That during coverture and while living together as husband and wife, they did, by their joint efforts, labors and services in the acquirement of property as husband and wife, acquire title to the property described in Exhibit "A" attached hereto and incorporated herein by reference; that said property was the community property of the Decedent and Decedent's spouse.

3. The Court further finds that the Decedent died testate on the 10th day of December, 1991, in Malad City, Oneida County, a resident of Idaho.

4. Decedent executed a Will on the 9th day of December, 1991 which was filed with this court on the 31st of December, 1991, and is hereby adjudged as the valid Last Will and Testament of Decedent.

5. No proceedings have heretofore been had or taken with reference to Decedent's estate.

DECREE - Page 2

6. At the time of Decedent's death, the persons who were Decedent's heirs at law in the State of Idaho, to-wit:

| <u>NAME</u>         | <u>AGE</u> |
|---------------------|------------|
| Ardelle E. Williams | Adult      |
| Janice A. Williams  | Adult      |
| James D. Williams   | Adult      |
| Daniel D. Williams  | Adult      |

7. The Court further finds that such property and all interest in such property at the time of death passed to ARDELLE E. WILLIAMS as the sole legatee and devisee, and she is to pay all indebtedness, if any there be, out of Decedent's estate.

8. The Court further finds that the Court and a copy of said Inventory and Appraisal, Inheritance Tax Commission, Inheritance Tax Division.

NOW THEREFORE, BY REASON OF THE PREMISES, THE COURT HEREBY DETERMINED, ADJUDGED AND

DECREE - Page 3

117806

6, at Logan, Cache  
ARDELLE E. WILLIAMS,  
together as husband

living together as  
efforts, labors and  
husband and wife,  
Exhibit "A" attached  
it said property was  
Decedent's spouse.

Decedent died testate  
y, Oneida County, a

On the day of December,  
of December, 1991,  
1 and Testament of

had or taken with

117806

6. At the time of Decedent's death, the following named  
persons were Decedent's heirs at law under the laws of the State of  
Idaho, to-wit:

| <u>NAME</u>         | <u>AGE</u> | <u>RELATIONSHIP</u> | <u>ADDRESS</u>                           |
|---------------------|------------|---------------------|------------------------------------------|
| Ardelle E. Williams | Adult      | Wife                | 230 N. 100 W.<br>Malad, ID 83252         |
| Janice A. Williams  | Adult      | Daughter            | Rt. 1<br>Malad, ID 83252                 |
| James D. Williams   | Adult      | Son                 | 274 E. Ridgefield Dr.<br>Boise, ID 83706 |
| Daniel D. Williams  | Adult      | Son                 | Franklin, ID 83237                       |

7. The Court further finds and concludes as a matter of law  
that such property and all interest of said Decedent therein at the  
time of death passed to ARDELLE E. WILLIAMS, the surviving spouse,  
as the sole legatee and devisee under the will, subject to any and  
all indebtedness, if any there be, that might be a claim against  
Decedent's estate.

8. The Court further finds that an Inventory was filed with  
the Court and a copy of said Inventory was filed with the State Tax  
Commission, Inheritance Tax Division, State of Idaho.

NOW THEREFORE, BY REASON OF THE LAW AND THE PREMISES, IT IS  
HEREBY DETERMINED, ADJUDGED AND DECREED:

DECREE - Page 3

117806

1. That due and legal notice of the filing of the Petition in this matter, and of the time and place of hearing same has been given.

2. The will of Decedent on file herein is the valid Last Will and Testament of Decedent.

3. The hereinafter described property and any other property that may not be known and is hereafter discovered, and all of the Decedent's interest therein at the time of death passed to ARDELLE E. WILLIAMS, the surviving spouse, as sole devisee and legatee under the Will, and said surviving spouse became and is hereby adjudged and decreed to be the sole owner of such property in fee simple, and record title is hereby decreed and established, subject to any and all indebtedness, if any there be, that might be a claim against Decedent's estate, in the said ARDELLE E. WILLIAMS, to that certain property described in Exhibit "A" attached hereto and that the values contained in the said Exhibit "A" are the values of said property on the date of Decedent's death.

Dated this 28th day of January, 1992.

  
J. WESLEY CROWTHER  
Magistrate

DECREE - Page 4

REAL PROPERTY

Item

Ranch property located in On County described in Exhibit attached hereto

Less Federal Land Bank Mortg

Residence property located i Malad City, Idaho described Exhibit "B" attached hereto

Total

Less one-half (1/2) com property interest

Total Real Propert

PERSONAL PROPERTY

Interest in G & W Farm Partn

Livestock:

11 bulls  
254 cows  
30 cows/calves  
85 steers  
67 mixed calves  
19 small mixed calves  
46 helpers  
20 small calves  
5 horses

Total

Less 1/2 partnership in

Less 1/2 community prop

Total Livestock

117806

EXHIBIT "A"  
INVENTORY

REAL PROPERTY

| <u>Item</u>                                                                              | <u>Value</u>   |
|------------------------------------------------------------------------------------------|----------------|
| Ranch property located in Oneida County described in Exhibit "B" attached hereto         | \$325,000      |
| Less Federal Land Bank Mortgage                                                          | ( 39,490)      |
| Residence property located in Malad City, Idaho described in Exhibit "B" attached hereto | <u>60,000</u>  |
| Total                                                                                    | 345,510        |
| Less one-half (1/2) community property interest                                          | <u>172,755</u> |
| Total Real Property                                                                      | <u>172,755</u> |

PERSONAL PROPERTY

Interest in G & W Farm Partnership

Livestock:

|                                      |                |
|--------------------------------------|----------------|
| 11 bulls                             | 16,500         |
| 254 cows                             | 203,200        |
| 30 cows/calves                       | 30,000         |
| 85 steers                            | 46,750         |
| 67 mixed calves                      | 33,500         |
| 19 small mixed calves                | 8,530          |
| 46 heifers                           | 23,000         |
| 20 small calves                      | 6,000          |
| 5 horses                             | 2,500          |
| Total                                | 370,000        |
| Less 1/2 partnership interest        | <u>185,000</u> |
|                                      | 185,000        |
| Less 1/2 community property interest | <u>92,500</u>  |
| Total Livestock                      | <u>92,500</u>  |

EQUIPMENT

| <u>Item</u>                            |
|----------------------------------------|
| 1972 Chevrolet 2 ton truck             |
| 1973 Chevrolet 1 ton truck             |
| 1989 Chevrolet 3/4 ton pic             |
| 1974 Chevrolet 3/4 ton pic             |
| 1973 Chevrolet 1/2 ton pic             |
| 1977 Dodge 1 ton truck                 |
| 1987 Buick                             |
| 1986 International Tractor with Loader |
| 930 Case Tractor                       |
| 1290 International Swather             |
| Miscellaneous Equipment                |
| Total                                  |
| Less partnership inte                  |
| Less community proper                  |
| Total Equipment                        |

CASH

|                       |
|-----------------------|
| Less partnership inte |
| Less community proper |
| Total Cash            |

CROPS

|                       |
|-----------------------|
| Less partnership inte |
| Less community proper |
| Total Crops           |

EXHIBIT "A"

117806

117806

EQUIPMENT

| <u>Item</u>                               | <u>Value</u> |
|-------------------------------------------|--------------|
| 1972 Chevrolet 2 ton truck                | 8,000        |
| 1973 Chevrolet 1 ton truck                | 3,000        |
| 1989 Chevrolet 3/4 ton pickup             | 11,000       |
| 1974 Chevrolet 3/4 ton pickup             | 1,000        |
| 1973 Chevrolet 1/2 ton pickup             | 500          |
| 1977 Dodge 1 ton truck                    | 6,000        |
| 1987 Buick                                | 7,000        |
| 1986 International Tractor<br>with Loader | 10,000       |
| 930 Case Tractor                          | 2,000        |
| 1290 International Swather                | 1,000        |
| Miscellaneous Equipment                   | <u>5,000</u> |

|       |        |
|-------|--------|
| Total | 54,500 |
|-------|--------|

|                           |               |
|---------------------------|---------------|
| Less partnership interest | <u>27,250</u> |
|                           | 27,250        |

|                                  |               |
|----------------------------------|---------------|
| Less community property interest | <u>13,625</u> |
| Total Equipment                  | <u>13,625</u> |

|             |       |
|-------------|-------|
| <u>CASH</u> | 9,000 |
|-------------|-------|

|                           |              |
|---------------------------|--------------|
| Less partnership interest | <u>4,500</u> |
|                           | 4,500        |

|                                  |              |
|----------------------------------|--------------|
| Less community property interest | <u>2,250</u> |
|----------------------------------|--------------|

|            |              |
|------------|--------------|
| Total Cash | <u>2,250</u> |
|------------|--------------|

|              |        |
|--------------|--------|
| <u>CROPS</u> | 34,500 |
|--------------|--------|

|                           |        |
|---------------------------|--------|
| Less partnership interest | 17,250 |
|---------------------------|--------|

|                                  |              |
|----------------------------------|--------------|
| Less community property interest | <u>8,625</u> |
|----------------------------------|--------------|

|             |              |
|-------------|--------------|
| Total Crops | <u>8,625</u> |
|-------------|--------------|

EXHIBIT "A"

PAGE TWO

117406

LESS PARTNERSHIP DEBTS

|                                  |                  |           |
|----------------------------------|------------------|-----------|
| West One Bank Loans              | 48,678           |           |
| Samaria Grazing                  | 900              |           |
| Morse Rent                       | 4,000            |           |
| Real Property Taxes              | <u>2,500</u>     |           |
|                                  |                  | 56,078    |
| Less partnership interest        | <u>28,039</u>    |           |
|                                  | <u>28,039</u>    |           |
| Less community property interest | <u>14,019</u>    |           |
| Total Debts                      | <u>( 14,020)</u> |           |
| Total Partnership Interest       |                  | \$102,980 |

OTHER ITEMS

|                                                    |               |                  |
|----------------------------------------------------|---------------|------------------|
| Range Permit                                       | 14,100        |                  |
| Household Furniture                                | 6,000         |                  |
| Automobiles                                        | <u>2,000</u>  |                  |
|                                                    |               | 22,100           |
| Less community property interest                   | <u>11,050</u> |                  |
| Total                                              | <u>11,050</u> |                  |
| Total of Decedent's interest<br>in all properties: |               | <u>\$286,785</u> |

Real PropertyRanch Property

Township 15 South, Range 35 East, Boise Meridian,

Section 1: W $\frac{1}{2}$ SW $\frac{1}{4}$

Section 12: All that part of the S $\frac{1}{2}$ NE $\frac{1}{4}$  and the NE $\frac{1}{4}$ SW $\frac{1}{4}$  lying North and East of the Big Malad River as the same now flows; E $\frac{1}{2}$ SE $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$ , W $\frac{1}{2}$ NE $\frac{1}{4}$ , NW $\frac{1}{2}$ SE $\frac{1}{4}$ , N $\frac{1}{2}$ NE $\frac{1}{4}$ , EXCEPTING THEREFROM 2 acres in a compact form located in the Northwest corner of the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 12, heretofore conveyed to Owenford Hill and Elevator Company by Deed recorded in Book 13, page 256, records of Oneida County

Section 13: E $\frac{1}{2}$ NE $\frac{1}{4}$

Township 15 South, Range 36 East, Boise Meridian,

Section 7: Commencing at the Northwest corner of section 7; thence East 80 rods 3 feet; thence South 145 rods, thence West 80 rods 5 feet; thence North 145 rods to the place of beginning. ✓

Residence Property

Commencing at a point 169.2 feet West and 11 rods North of the Southeast Corner of Lot 4, Block 7, of the Townsite of Malad City, Idaho, as the same appears upon the plat thereof on file in the office of the County Recorder of Oneida County, thence running East 169.2 feet; thence North 49 $\frac{1}{2}$  feet; thence West 169.2 feet; thence South 49 $\frac{1}{2}$  feet to the point of beginning.

GIFT  
WARRANTY DEED

FOR VALUE RECEIVED

ARDELLE E. WILLIAMS, a widow, the grantor, does hereby grant,  
bargain, sell and convey unto

RICHARD A. GODDARD and JANICE A. GODDARD, Husband and Wife

whose current address is

Route 1  
Malad, Idaho 83252

the grantees, the following described premises, in Oneida County,  
to wit:

An undivided one half (1/2) interest in the real property  
described in Exhibit "A" attached hereto and incorporated herein by  
reference thereto.

TO HAVE AND TO HOLD the said premises, with their  
appurtenances unto the said Grantee, her heirs and assigns forever.  
And the said Grantor does hereby covenant to and with the said  
Grantee, that she is the owner in fee simple of said premises; that  
they are free from all encumbrances, except those of record, and  
that she will warrant and defend the same from all lawful claims  
whatsoever.

DATED: 3-28-92

Ardelle E. Williams  
ARDELLE E. WILLIAMS

STATE OF IDAHO )  
County of Oneida )

On this 28th day of January, 1992 before me, the  
undersigned, a Notary Public in and for said State, personally  
appeared ARDELLE E. WILLIAMS, 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.

Richard A. Goddard  
NOTARY PUBLIC for State of Idaho  
Residing at Malad, Idaho  
Comm. Expires: 2/7/93

WARRANTY DEED

PAGE ONE

117971

EXHIBIT "A"

Real Property

Ranch Property

Township 15 South, Range 35 East, Boise Meridian,

Section 1: W1/2W1/2SW1/4

Section 12: All that part of the S1/2NW1/4 and the NE1/4SW1/4 lying north and East of the Big Malad River as the same now flows; E1/2SE1/4, S1/2NE1/4, N1/2NW1/4, NW1/4SE1/4, N1/2NE1/4, EXCEPTING THEREFROM 2 acres in a compact form located in the Northwest Corner of the SW1/4NW1/4 of said Section 12, heretofore conveyed to Gwenford Mill and Elevator Company by Deed recorded in Book 13, page 256, records of Oneida County.

Section 13: E1/2NE1/4

Township 15 south, Range 36 East, Boise Meridian,

Section 7: Commencing at the Northwest corner of section 7; thence East 88 rods 5 feet; thence South 145 rods, thence West 88 rods 5 feet; thence North 145 rods to the place of beginning.

117972

GIFT  
WARRANTY DEED

FOR VALUE RECEIVED

ARDELLE E. WILLIAMS, a widow, the grantor, does hereby grant,  
bargain, sell and convey unto

DANIEL D. WILLIAMS as his sole and separate property

whose current address is

Franklin, Idaho 83237

the grantee, the following described premises, in Oneida County, to  
wit:

An undivided one-fourth (1/4) interest in the real property  
described in Exhibit "A" attached hereto and incorporated herein by  
reference thereto.

TO HAVE AND TO HOLD the said premises, with their  
appurtenances unto the said Grantee, her heirs and assigns forever.  
And the said Grantor does hereby covenant to and with the said  
Grantee, that she is the owner in fee simple of said premises; that  
they are free from all encumbrances, except those of record, and  
that she will warrant and defend the same from all lawful claims  
whatsoever.

DATED: 3-28-92

ARDELLE E. WILLIAMS

STATE OF IDAHO )  
County of Oneida )

On this 28th day of January, 1992 before me, the  
undersigned, a Notary Public in and for said State, personally  
appeared ARDELLE E. WILLIAMS, 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.

NOTARY PUBLIC for State of Idaho  
Residing at *Franklin, Idaho*  
Comm. Expires: *2/17/93*

WARRANTY DEED

PAGE ONE

117972

EXHIBIT "A"

Real Property

Ranch Property

Township 15 South, Range 35 East, Boise Meridian,

Section 1: W1/2W1/2SW1/4

Section 12: All that part of the S1/2NW1/4 and the NE1/4SW1/4 lying north and East of the Big Malad River as the same now flows; E1/2SE1/4, S1/2NE1/4, N1/2NW1/4, NW1/4SE1/4, N1/2NE1/4, EXCEPTING THEREFROM 2 acres in a compact form located in the Northwest Corner of the SW1/4NW1/4 of said Section 12, heretofore conveyed to Gwenford Mill and Elevator Company by Deed recorded in Book 13, page 256, records of Oneida County.

Section 13: E1/2NE1/4

Township 15 south, Range 36 East, Boise Meridian,

Section 7: Commencing at the Northwest corner of section 7; thence East 88 rods 5 feet; thence South 145 rods, thence West 88 rods 5 feet; thence North 145 rods to the place of beginning.

117973

30 March 92

GIFT  
WARRANTY DEED

FOR VALUE RECEIVED

ARDELLE E. WILLIAMS, a widow, the grantor, does hereby grant,  
bargain, sell and convey unto

JAMES D. WILLIAMS, as his sole and separate property

whose current address is

274 E. Ridgefield Drive  
Boise, Idaho 83706

the grantee, the following described premises, in Oneida County, to  
wit:

An undivided one fourth (1/4) interest in the real property  
described in Exhibit "A" attached hereto and incorporated herein by  
reference thereto.

TO HAVE AND TO HOLD the said premises, with their  
appurtenances unto the said Grantee, her heirs and assigns forever.  
And the said Grantor does hereby covenant to and with the said  
Grantee, that she is the owner in fee simple of said premises; that  
they are free from all encumbrances, except those of record, and  
that she will warrant and defend the same from all lawful claims  
whatsoever.

DATED: 3-28-92

*Ardelle E. Williams*  
ARDELLE E. WILLIAMS

STATE OF IDAHO )  
County of Oneida )

On this 28th day of January, 1992 before me, the  
undersigned, a Notary Public in and for said State, personally  
appeared ARDELLE E. WILLIAMS, 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.

*James D. Williams*  
NOTARY PUBLIC for State of Idaho  
Residing at *Malheur Falls*  
Comm. Expires: *2/17/93*

WARRANTY DEED

PAGE ONE

117973

EXHIBIT "A"

Real Property

Ranch Property

Township 15 South, Range 35 East, Boise Meridian,

Section 1: W1/2W1/2SW1/4

Section 12: All that part of the S1/2NW1/4 and the NE1/4SW1/4 lying north and East of the Big Malad River as the same now flows; E1/2SE1/4, S1/2NE1/4, N1/2NW1/4, NW1/4SE1/4, N1/2NE1/4, EXCEPTING THEREFROM 2 acres in a compact form located in the Northwest Corner of the SW1/4NW1/4 of said Section 12, heretofore conveyed to Gwenford Mill and Elevator Company by Deed recorded in Book 13, page 256, records of Oneida County.

Section 13: E1/2NE1/4

Township 15 south, Range 36 East, Boise Meridian,

Section 7: Commencing at the Northwest corner of section 7; thence East 88 rods 5 feet; thence South 145 rods, thence West 88 rods 5 feet; thence North 145 rods to the place of beginning.

1211111111  
14 day February 1994  
9:00  
Recorded At Request of  
James D. Williams

WARRANTY DEED

FOR VALUE RECEIVED

RICHARD A. GODDARD and JANICE A. GODDARD, husband and wife, as to a one half (1/2) interest; DANIEL D. WILLIAMS, dealing in his sole and separate property, and his wife, MARY JANE WILLIAMS, as to any interest she may have acquired as his wife, as to a one fourth interest (1/4); JAMES D. WILLIAMS, dealing in his sole and separate property, and his wife, ROSEMARY J. WILLIAMS, as to any interest she may have acquired as his wife, as to a one fourth (1/4) interest, the grantors do hereby grant, bargain, sell and convey unto

R. NEIL JENSEN and CLARA C. JENSEN, husband and wife whose address after March 10, 1994 will be:

112 South Samaria Rd  
Malad City, Idaho 83252

the grantees, the real property, in Oneida County, Idaho described in Exhibit "A" attached hereto and incorporated herein by reference thereto.

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 except those described in Exhibit "A" attached hereto, and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: February 14, 1994

James D. Williams  
JAMES D. WILLIAMS

Richard A. Goddard  
RICHARD A. GODDARD

Rosemary J. Williams  
ROSEMARY J. WILLIAMS

Janice A. Goddard  
JANICE A. GODDARD

Daniel D. Williams  
DANIEL D. WILLIAMS

Mary Jane Williams  
MARY JANE WILLIAMS

STATE OF IDAHO )

County of Ada )

On this 1st day of February, 1994 before me, the undersigned, a Notary Public in and for said State, personally appeared DANIEL D. WILLIAMS, MARY JANE WILLIAMS, JAMES D. WILLIAMS and ROSEMARY J. WILLIAMS, 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.

[Signature]  
NOTARY PUBLIC for State of Idaho  
Residing at: Boise, Idaho  
Comm. Expires: 8/24/98

STATE OF IDAHO )

County of Oneida )

On this 14 day of February, 1994 before me, the undersigned, a Notary Public in and for said State, personally appeared RICHARD A. GODDARD and JANICE A. GODDARD, 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.

[Signature]  
NOTARY PUBLIC for State of Idaho  
Residing at: Malad, ID.  
Comm. Expires: 7-94

## EXHIBIT "A"

Township 15 South, Range 35 East, Boise Meridian:

Section 1: NW $\frac{1}{4}$ SW $\frac{1}{4}$

Section 12: All that part of the SW $\frac{1}{4}$  and the NE $\frac{1}{4}$ SW $\frac{1}{4}$  lying North and East of the Big Malad River as the same now flows; E $\frac{1}{2}$ SE $\frac{1}{4}$ ; S $\frac{1}{2}$ NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ SE $\frac{1}{4}$ ; N $\frac{1}{2}$ NE $\frac{1}{4}$ ; EXCEPTING THEREFROM 2 acres in a compact form located in the Northwest corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 12, heretofore conveyed to Gwanford Mill and Elevator Company by Deed recorded in Book 13, Page 256, records of Oneida County, Idaho.

Section 13: E $\frac{1}{2}$ NE $\frac{1}{4}$

Township 15 South, Range 36 East, Boise Meridian:

Section 7: Commencing at the Northwest Corner of Section 7; thence East 88 rods 5 feet; thence South 145 rods; thence West 88 rods 5 feet; thence North 145 rods to the place of beginning.

Together with all of Grantors right, title and interest in the following water rights:

Water Licenses 15-02010, 15-02043 and 15-02059

Statutory Claims 15-4007 and 15-4014

SUBJECT TO:

All unrecorded agreements regarding the administration and distribution of said water rights with other water users with an interest therein including access to points of diversion.

Right, title and interest of David W. Smith and others in and to the deep well situated in the Northwest Corner of the SW $\frac{1}{4}$  of Sec. 1, Twp. 15 S., R. 35 E.B.M.; under and by virtue of an unrecorded agreement and the Deed to David W. Smith found of record in Book 29 of Deeds, Page 134.

ALSO SUBJECT TO:

Road and highway rights of way as evidenced by the plat thereof on file in the office of the Oneida County Assessor and also all other easements which are not shown by public record.

ALSO SUBJECT TO:

A real estate mortgage with NORTHWEST FARM CREDIT SERVICES, ACA, as mortgagee, dated March 3, 1992 and recorded March 9, 1992 as Instrument No. 117883 in the records of Oneida County, Idaho, which mortgage the Grantees agree to assume the entire principal balance and all accrued interest thereon according to the terms thereof and to fully hold the Grantors and ARDELLE E. WILLIAMS and G. & W. FARMS, a partnership, harmless thereunder.

Microfilm No. 137127  
04 Day February 2005  
At 11:20 o'clock a M  
Danielle M. Mearns  
Oneida Co. Recorder  
Fee \$ 6.00 Received at request of \_\_\_\_\_

**CORRECTION WARRANTY DEED** Blackburn Land & Cattle Co.

For value received, W. NEIL JENSEN and CLARA C. JENSEN, husband and wife, the Grantors, do hereby Grant, Bargain, Sell, and Convey unto BLACKBURN LAND & CATTLE, LLC, a Limited Liability Company of the State of Utah, whose current address is 476 Heritage Park #230, Layton, UT, 84041, the Grantee, the real property located in Oneida County, Idaho, described in the SCHEDULE "A" attached hereto and made a part hereof by reference.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its successors 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 they are free from all encumbrances and they will Warrant and Defend the same from all lawful claims.

THIS WARRANTY DEED IS GIVEN TO CORRECT THE LEGAL DESCRIPTION IN THAT WARRANTY DEED BETWEEN THE ABOVE PARTIES DATED MAY 3, 2000, RECORDED MAY 26, 2000, AS INSTRUMENT NO. 129428

Dated: February 1, 2005.

W. Neil Jensen

W. NEIL JENSEN

Clara C. Jensen

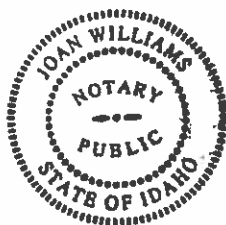
CLARA C. JENSEN

STATE OF IDAHO  
COUNTY OF ONEIDA

ss

On this 1st day of February 2005, before me, a Notary Public in and for said State, personally appeared W. NEIL JENSEN and CLARA C. JENSEN, 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 seal the day and year first above written.



Joan Williams  
Notary Public  
Residing at: Malad City, ID  
My Commission Expires: 5-6-09

## SCHEDULE "A"

Parcel 1:

Township 15 South, Range 35 East, Boise Meridian:

Section 1:  $W\frac{1}{2}W\frac{1}{2}SW\frac{1}{4}$

Section 12: All that part of the  $S\frac{1}{2}NW\frac{1}{4}$  and the  $NE\frac{1}{4}SW\frac{1}{4}$  lying North and East of the Big Malad River as the same now flows;  $E\frac{1}{2}SE\frac{1}{4}$ ;  $S\frac{1}{2}NE\frac{1}{4}$ ;  $N\frac{1}{2}NW\frac{1}{4}$ ;  $NW\frac{1}{4}SE\frac{1}{4}$ ;  $N\frac{1}{2}NE\frac{1}{4}$ ; EXCEPTING THEREFROM 2 acres in a compact form located in the Northwest corner of the  $SW\frac{1}{4}NW\frac{1}{4}$  of said Section 12, heretofore conveyed to Gwenford Mill and Elevator Company by Deed recorded in Book 13, Page 256, records of Oneida County, Idaho.

Section 13:  $E\frac{1}{2}NE\frac{1}{4}$

Township 15 South, Range 36 East, Boise Meridian:

Section 7: Commencing at the Northwest Corner of Section 7; thence East 88 rods 5 feet; thence South 145 rods; thence West 88 rods 5 feet; thence North 145 rods to the place of beginning.

Parcel 2:

T-230 being in Section 12, Township 15 South, Range 35 East, Boise Meridian, and described as follows:

2 acres in a compact form located in the Northwest corner of the  $SW\frac{1}{4}NW\frac{1}{4}$  of said Section 12, heretofore conveyed to Gwenford Mill and Elevator Company by Deed recorded in Book 13, Page 256, records of Oneida County, Idaho.

ALSO, All that part of the  $NE\frac{1}{4}NE\frac{1}{4}$  of Section 11, Township 15 South, Range 35 East, Boise Meridian, lying South and East of the County Road running through said 40 acre tract. (T-3976)

TOGETHER WITH all and singular the tenements and appurtenances thereunto belonging or in anywise appertaining and including but not limited to:

All water and water rights and ditch rights used in connection therewith

All wells and artesian wells situated thereon

Irrigation Well located East of the headquarters under Permit Number 29963 issued by the State of Idaho, Department of Water Resources for an undivided one-half interest

Irrigation Well situated on the North end of the above premises under an agreement between Seller and other well users for an undivided one-fourth interest

Unnamed Springs under Claim No. 15-4007 issued by the State of Idaho, Department of Water Resources for approximately 3.2 c.f.s. from ditch South of Main home

Winter water permit #15-4007 issued by the State of Idaho, Department of Water Resources

Seller's interest, if any, in all oil, gas, mineral and geothermal rights

Microfilm No. 135385  
18 Day December 2003  
At 3:25 O'clock P. M.  
Diane Audette  
Oneida Co. Recorder  
Fee \$ 9.00 Recorded at Request of Diane Audette

## WARRANTY DEED

For Value Received, **BLACKBURN LAND & CATTLE, L.L.C.**, an Idaho Limited Liability Company, the Grantor, does hereby grant, bargain, sell and convey unto **PHEASANT BROOK, L.L.C.**, an Idaho Limited Liability Company, the Grantee, whose current address is 3125 South 4100 West, Malad City, ID 83252, the following described premises in Oneida County, Idaho, to-wit:

### SEE SCHEDULE "A" ATTACHED HERETO

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their successors 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.

Dated November 14, 2003.

**BLACKBURN LAND & CATTLE, L.L.C.**

Jeremy Blackburn Manager  
JEREMY BLACKBURN, Member/Manager  
Mayako Blackburn Member

STATE OF SOUTH CAROLINA  
COUNTY OF Georgetown ss

On this 21st day of November, 2003, before me, a Notary Public in and for said State, personally appeared JEREMY BLACKBURN, known to me to be the Member/Manager of Blackburn Land & Cattle, L.L.C., an Idaho Limited Liability Company who executed the within instrument and acknowledged to me that said Limited Liability Company executed the same.

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

Michael J. Nomin  
Notary Public  
Residing at: 10517 Ocean Hwy, Pawleys Island, SC  
My Commission Expires: May 22, 2006 29585

**SCHEDULE "A"**  
Deed to Pheasant Brook, L.L.C.

**Real Property situated in the County of Oneida, State of Idaho:**

**PARCEL 1:**

Township 15 South, Range 35 East, Boise Meridian:

Section 1:

E $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$  Also,

W $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$ , EXCEPTING THEREFROM the following described tract of land: Commencing at the Northwest corner of the E $\frac{1}{2}$ SW $\frac{1}{4}$  of said Section 1, thence running East 467 feet; thence South 467 feet; thence West 467 feet; thence North 467 feet to the point of beginning. Also,

Commencing at the Northwest corner of the E $\frac{1}{2}$ SW $\frac{1}{4}$  of said Section 1, thence running East 467 feet; thence South 467 feet; thence West 467 feet; thence North 467 feet to the point of beginning. (T-5359)

**PARCEL 2:**

Township 15 South, Range 35 East, Boise Meridian:

Section 11: Commencing at the Northeast Corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 11, thence running West 29.2 rods; thence South 34°30' West 16 rods; thence North 73°00' West 16 rods; thence North 8.44 rods to 40-acre line; thence West 19.24 rods; thence South 160 rods; thence East 73 rods; thence North 160 rods to the point of beginning. (T-931). EXCEPTING THEREFROM the following described parcel of land:

Beginning at the Northeast Corner of said Section 11; thence North 89°14'20" West 1207.72 feet along the North line of said Section 11; thence South 1339.42 feet to a 5/8" rebar with cap labeled " A. A. HUDSON PLS 4735" set on a fence line, the True Point of Beginning; thence along a fence line through the following courses: North 88°35'59" East 248.00 feet to a 5/8" rebar with cap; South 84°08'49" East 48.42 feet to a 5/8" rebar with cap; thence South 31°03'13" East 138.58 feet to a 5/8" rebar with cap; thence South 61°07'36" East 103.78 feet to a 5/8" rebar with cap; thence South 66°56'40" East 71.61 feet to a 5/8" rebar with cap set on the Westerly right-of-way line of Samaria Road; thence South 38°13'33" West 526.88 feet along said right-of-way line to a 5/8" rebar with cap set on the Northerly right-of-way line of a County Road; thence North 87°23'03" West 170.55 feet along said right-of-way line to a 5/8" rebar with cap set at a fence line; thence North 12°09'57" West 129.12 feet along a fence line to a 5/8" rebar with cap; thence North 01°10'24" West 164.36 feet to a 5/8" rebar with cap set at a fence corner; thence North 00°28'53" East 311.34 feet to the True Point of Beginning.

ALSO,

Commencing at the Southwest Corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 12, Township 15 South, Range 35 East, Boise Meridian; thence running North 142 rods to a point in the center of the Big Malad River at a point 18 rods South of the Northwest Corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 12; thence following the meandering course of said river in a Southeasterly direction to a point 5 rods West of the Southeast Corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 12; thence West 155 rods to the point of beginning. (T-932).

**SCHEDULE "A" Continued. Page 2**  
**Deed to Pleasant Brook, L.L.C.**

TOGETHER with Grantor's interest in all water and water rights and ditch rights used in connection therewith, including well permit #33621 and water right #15-2072 filed with the State of Idaho, Department of Water Resources.

**PARCEL 3:**

Township 15 South, Range 35 East, Boise Meridian:

Section 1: W $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$

Section 12: E $\frac{1}{2}$ SE $\frac{1}{4}$ ; S $\frac{1}{2}$ NE $\frac{1}{4}$ ; N $\frac{1}{2}$ NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ SE $\frac{1}{4}$ ; N $\frac{1}{2}$ NE $\frac{1}{4}$ ;

All that part of the S $\frac{1}{2}$ NW $\frac{1}{4}$  and the NE $\frac{1}{4}$ SW $\frac{1}{4}$  lying North and East of the Big Malad River as the same now flows (T-930);

EXCEPTING THEREFROM 2 acres in a compact form located in the Northwest corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 12, heretofore conveyed to Gwenford Mill and Elevator Company by Deed recorded in Book 13, Page 256, records of Oneida County, Idaho.

Section 13: E $\frac{1}{2}$ NE $\frac{1}{4}$

Township 15 South, Range 36 East, Boise Meridian:

Section 7: Commencing at the Northwest Corner of Section 7; thence East 88 rods 5 feet; thence South 145 rods; thence West 88 rods 5 feet; thence North 145 rods to the place of beginning. (T-997)

**PARCEL 4:**

That property described as Assessor's Tax No. 230 being in Section 12, Township 15 South, Range 35 East, Boise Meridian, and described as follows:

2 acres in a compact form located in the Northwest corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 12, heretofore conveyed to Gwenford Mill and Elevator Company by Deed recorded in Book 13, Page 256, records of Oneida County, Idaho.

ALSO, All that part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 11, Township 15 South, Range 36 East, Boise Meridian, lying South and East of the County Road running through said 40 acre tract. T-3976.

TOGETHER with Grantor's interest in all water and water rights and ditch rights used in connection therewith, including all wells and artesian wells, an Irrigation well located East of headquarters as evidenced under Permit No. 29963 issued by the States of Idaho, Department of Water Resources, as to a  $\frac{1}{2}$  interest. And a one-fourth interest in an irrigation well located on the North end of the above premises under an agreement with Grantor and other well users.

NTO-1842  
L. VICTOR RICHES  
10410 WEST LOYOLA DR.  
LOS ALTOS, CA 94024

Miscellaneous No. **141414**  
D. Day **August 2007**  
At **1:50** O'clock  
**Natalie Murphy**  
Drinks Co. Records  
Fee \$ **9.00** Deputy  
**Natalie Murphy Co.**

## SPECIAL WARRANTY DEED

PHEASANT BROOK, L.L.C., AN IDAHO LIMITED LIABILITY COMPANY, Grantor(s) of MALAD CITY, County of ONEIDA, State of ID, hereby **CONVEY AND WARRANT** to PEOA RIVER VALLEY RANCH LAND, LLC, AND G. JEFFREY PICKETT, a married man as his sole and separate property, AND GREGORY PICKETT, a single man, AND KATHLEEN PICKETT, a married woman as her sole and separate property, AND ANGIE RICHES, a married woman as her sole and separate property, AND L. VICTOR RICHES, JR., a married man as his sole and separate property, AND KEVIN RICHES, a married man as his sole and separate property, AND KENNETH RICHES, a married man as his sole and separate property, AND JAMES PICKETT, a married man as his sole and separate property, AND CREATIVE CENTER OF LOS ALTOS, INC. Grantee(s) of LOS ALTOS, County of SANTA CLARA, State of CA for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Oneida County, State of Idaho:

SEE ATTACHED EXHIBIT "A"

TOGETHER WITH ALL GRANTORS IMPROVEMENTS AND WATER RIGHTS APPURTENANT TO THE PROPERTY

Subject to easements, restrictions and rights of way of record, and taxes for the year 2007 and thereafter.

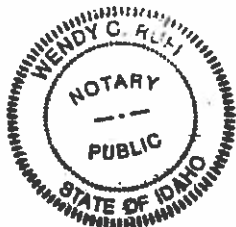
Witness, the hand(s) of said Grantor(s), this August 10, 2007.

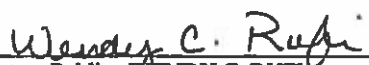
PHEASANT BROOK, L.L.C., AN IDAHO LIMITED LIABILITY COMPANY

  
By KIMBLE BLACKBURN  
MANAGER

State of Idaho                     )  
County of Oneida                )

On August 10, 2007, personally appeared before me KIMBLE BLACKBURN, who, being by me duly sworn, did say that he is the Manager of PHEASANT BROOK, L.L.C., AN IDAHO LIMITED LIABILITY COMPANY, and that the said instrument was signed in behalf of said Limited Liability Company by the authority of its Articles of Organization and Operating Agreement, and the aforesaid individual acknowledged to me that said Company executed the same.



  
Notary Public: WENDY C. RUFFI  
Residing: MALAD CITY, ID  
Expires: 2/28/2011

## EXHIBIT "A"

## PARCEL 1

TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO:  
SECTION 1: THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER.

ALSO

THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND:  
COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST  
QUARTER OF SECTION 1, THENCE RUNNING EAST 467 FEET; THENCE SOUTH 467 FEET;  
THENCE WEST 467 FEET; THENCE NORTH 467 FEET TO THE POINT OF BEGINNING.

ALSO

COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST  
QUARTER OF SECTION 1, THENCE RUNNING EAST 467 FEET; THENCE SOUTH 467 FEET;  
THENCE WEST 467 FEET; THENCE NORTH 467 FEET TO THE POINT OF BEGINNING. T-5359

## PARCEL 2

TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO:  
SECTION 11: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER  
OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 15 SOUTH, RANGE 35 EAST,  
BOISE MERIDIAN, ONEIDA COUNTY, IDAHO: THENCE RUNNING WEST 29.2 RODS; THENCE  
SOUTH 34° 30' WEST 16 RODS; THENCE NORTH 73° 00' WEST 16 RODS; THENCE NORTH 8.44  
RODS TO 40 ACRE LINE; THENCE WEST 19.24 RODS; THENCE SOUTH 160 RODS; THENCE  
EAST 73 RODS; THENCE NORTH 160 RODS TO THE POINT OF BEGINNING. T-931

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:  
BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 11; THENCE NORTH 89° 14' 20"  
WEST 1207.72 FEET ALONG THE NORTH LINE OF SAID SECTION 11; THENCE SOUTH 1339.42  
FEET TO A 5/8" REBAR WITH CAP LABELED "A.A. HUDSON PLS 4735" SET ON A FENCE  
LINE, THE TRUE POINT OF BEGINNING; THENCE ALONG A FENCE LINE THROUGH THE  
FOLLOWING COURSES" NORTH 88° 35' 59" EAST 248.00 FEET TO A 5/8" REBAR WITH CAP;  
SOUTH 84° 08' 49" EAST 48.42 FEET TO A 5/8" REBAR WITH CAP; THENCE SOUTH 31° 03' 13"  
EAST 138.58 FEET TO A 5/8" REBAR WITH CAP; THENCE SOUTH 61° 07' 36" EAST 103.78 FEET  
TO A 5/8" REBAR WITH CAP; THENCE SOUTH 66° 56' 40" EAST 71.61 FEET TO A 5/8" REBAR  
WITH CAP SET ON THE WESTERLY RIGHT OF WAY LINE OF SAMARIA ROAD; THENCE  
SOUTH 38° 13' 33" WEST 526.88 FEET ALONG SAID RIGHT OF WAY LINE TO A 5/8" REBAR  
WITH CAP SET ON THE NORTHERLY RIGHT OF WAY LINE OF A COUNTY ROAD; THENCE  
NORTH 87° 23' 03" WEST 170.55 FEET ALONG SAID RIGHT OF WAY LINE TO A 5/8" REBAR  
WITH CAP SET AT A FENCE LINE; THENCE NORTH 12° 09' 57" WEST 129.12 FEET ALONG A  
FENCE LINE TO A 5/8" REBAR WITH CAP; THENCE NORTH 01° 10' 24" WEST 164.36 FEET TO  
A 5/8" REBAR WITH CAP SET AT A FENCE CORNER; THENCE NORTH 00° 28' 53" EAST 311.34  
FEET TO THE TRUE POINT OF BEGINNING.

ALSO

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE  
SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE  
MERIDIAN, ONEIDA COUNTY, IDAHO: THENCE RUNNING NORTH 142 RODS TO A POINT IN  
THE CENTER OF THE BIG MALAD RIVER AT A POINT 18 RODS SOUTH OF THE NORTHWEST  
CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID  
SECTION 12; THENCE FOLLOWING THE MEANDERING COURSE OF SAID RIVER IN A  
SOUTHEASTERLY DIRECTION TO A POINT 5 RODS WEST OF THE SOUTHEAST CORNER OF  
THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12; THENCE  
WEST 155 RODS TO THE POINT OF BEGINNING. T-932

## PARCEL 3

TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO.  
SECTION 1: THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER.

SECTION 12: THE EAST HALF OF THE SOUTHEAST QUARTER, THE SOUTH HALF OF THE NORTHEAST QUARTER, THE NORTH HALF OF THE NORTHWEST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THE NORTH HALF OF THE NORTHEAST QUARTER. ALL THAT PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER LYING NORTH AND EAST OF THE BIG MALAD RIVER AS THE SAME NOW FLOWS. T-930

EXCEPTING THEREFROM 2 ACRES IN A COMPACT FORM LOCATED IN THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12, HERETOFORE CONVEYED TO GWENFORD MILL AND ELEVATOR COMPANY BY DEED RECORDED IN BOOK 13, PAGE 256, RECORDS OF ONEIDA COUNTY, IDAHO.

SECTION 13: THE EAST HALF OF THE NORTHEAST QUARTER.

TOWNSHIP 15 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO.  
SECTION 7: COMMENCING AT THE NORTHWEST CORNER OF SECTION 7; THENCE EAST 88 RODS 5 FEET; THENCE SOUTH 145 RODS; THENCE WEST 88 RODS 5 FEET; THENCE NORTH 145 RODS TO THE PLACE OF BEGINNING. T-997

PARCEL 4

THAT PROPERTY DESCRIBED AS ASSESSOR'S TAX NO. 230 BEING IN SECTION 12, TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO AND DESCRIBED AS FOLLOWS:

2 ACRES IN A COMPACT FORM LOCATED IN THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12, HERETOFORE CONVEYED TO GWENFORD MILL AND ELEVATOR COMPANY BY DEED RECORDED IN BOOK 13, PAGE 256, RECORDS OF ONEIDA COUNTY, IDAHO.

ALSO

ALL THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO, LYING SOUTH AND EAST OF THE COUNTY ROAD RUNNING THROUGH SAID 40 ACRE TRACT. T-3976

TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO.  
SECTION 1: THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER.

TRACT

B

The E1/2W1/2SW1/4 OF Section 1 Township 15 South Range 35 East

PARCEL # Part RP0263402

|                                      |    |                                                                                                                                                                                                  |        |        |
|--------------------------------------|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------|
| USA                                  | to | Sam Davis                                                                                                                                                                                        | Deed   | 35712  |
| Sam Davis                            | to | John Jenkins                                                                                                                                                                                     | Deed   | J 372  |
| John Jenkins                         | to | WD Williams                                                                                                                                                                                      | Deed   | K 2    |
| Oneida County Sherrif                | to | Riley Bros                                                                                                                                                                                       | Deed   | B 245  |
| Riley Bros                           | to | John E Jones, Daniel Jones (Jones Bros)                                                                                                                                                          | Deed   | 10609  |
| Jones Brothers                       | to | to John Jones                                                                                                                                                                                    | Deed   | 25480  |
| John Jones                           |    | to Parley P. Olsen                                                                                                                                                                               | Deed   | 36590  |
| Parley P. Olsen                      |    | to John E. Jones                                                                                                                                                                                 | Decree | 39774  |
| Winniefred E. Jones                  |    | to Lewis R. Waldron                                                                                                                                                                              | Deed   | 67905  |
| Lewis R. Waldron                     |    | to Rex Waldron                                                                                                                                                                                   | Deed   | 84306  |
| Rex P. Waldron                       |    | to M and J Enterprises                                                                                                                                                                           | Deed   | 96951  |
| M and J Enterprises                  | to | Rex Kay Chugg and Shirley Jane Chugg                                                                                                                                                             | Deed   | 99311  |
| Rex Kay Chugg and Shirley Jane Chugg | to | USA, FSA-USDA                                                                                                                                                                                    | Deed   | 108291 |
| USA, FSA-USDA                        | to | Ray N. Davis                                                                                                                                                                                     | Deed   | 116224 |
| Ray N. Davis                         | tp | Blackburn Land and Cattle LLC                                                                                                                                                                    | Deed   | 135383 |
| Blackburn Land & Cattle, LLC         | to | Pheasant Brook, LLC                                                                                                                                                                              | Deed   | 135385 |
| Pheasant Brook, LLC                  | to | PEOA River Valley Ranch Land, G. Jeffrey Pickett, Gregory Pickett, Kathleen Pickett, Angie Riches, L. Victor Riches, Kevin Riches, Kenneth Riches, James Pickett, & Creative Center of Los Altos | Deed   | 141414 |

|                                                                                                                                                                                                                 |    |                                                                                                                                                                                                                                                                                                                                                                                                                                       |      |        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--------|
| PEOA River Valley Ranch Land,<br>G. Jeffrey Pickett, Gregory Pickett,<br>Kathleen Pickett, Angie Riches,<br>L. Victor Riches, Kevin Riches,<br>Kenneth Riches, James Pickett,<br>& Creative Center of Los Altos | to | Lawrence V. Riches, Carolyn Riches,<br>Kevin G. Riches, Melissa B. Riches<br>Garth E. Pickett , Kathleen R. Pickett<br>PEOA River Valley Ranch Land                                                                                                                                                                                                                                                                                   | Deed | 141796 |
| Lawrence V. Riches & Carolyn Riches                                                                                                                                                                             | to | Triple R. Development, LLC (1.33%)                                                                                                                                                                                                                                                                                                                                                                                                    | Deed | 142042 |
| Lawrence V. Riches & Carolyn Riches                                                                                                                                                                             | to | Triple R. Development, LLC (14.92%)                                                                                                                                                                                                                                                                                                                                                                                                   | Deed | 142103 |
| Lawrence V. Riches, Carolyn Riches,<br>Triple R. Development, LLC,<br>Kevin G. Riches, Melissa B. Riches,<br>Garth E. Pickett, Kathleen R. Pickett<br>PEOA River Valley Ranch Land, LLC                         | to | Lawrence Victor Riches, Carolyn Riches<br>Kevin Riches, Melissa B. Riches,<br>Kenneth Riches, Kathy Riches<br>Angie Riches (Banks), Derek Banks,<br>Kathleen Pickett, Garth Pickett,<br>Heather MCCaully, Mark MCCaully<br>G. Jeffrey Pickett, Tracy Pickett<br>Gregory Pickett, Madeleine Pickett<br>James Pickett, Molly Pickett, Ted Helvey,<br>Michelle Helvey, Creative Center of Los Altos, Inc.,<br>Triple R. Development, LLC | Deed | 142996 |
| Kevin Riches, Melissa B. Riches                                                                                                                                                                                 | to | Kevin G. Riches, Melissa Bredt Riches<br>Trustees of the Kevin and Melissa<br>Riches Trust, 07-19-2001                                                                                                                                                                                                                                                                                                                                | Deed | 151106 |
| Lawrence Victor Riches, Carolyn Riches                                                                                                                                                                          | to | Lawrence Victor Riches, Jr ,<br>and Carolyn C. Riches, Trustees of<br>the Riches Family Trust, 06-12-1998                                                                                                                                                                                                                                                                                                                             | Deed | 151109 |

Instrument No. 10609

This Indenture, Made this 27<sup>th</sup> day of February, in the year of our Lord one thousand nine hundred and nine (1909) BETWEEN Peter Brothers, Doing business as a corporation, of

of Utah, County of, State of, party of the first part, and John E. Jones and Daniel E. Jones, doing business as Jones Brothers, of Bluff, Nevada, County of, State of, party of the second part, WITNESSETH: That the said party of the first part, for and in consideration of the sum of

Eight thousand Dollars, of the United States of America, to be hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have Granted, Bargained and Sold, and by these presents have Grant, Bargain, Sell, Convey and Confirm unto the said party of the second part, and to their heirs and assigns forever, all the following described premises, situated in Nevada, County, State of Idaho; to-wit:

Beginning at the North East corner of the West half of the South West quarter of Section 1, Township 13, South Range 35 East, Park Meridian, and running thence South forty chains, thence West eight chains and fifty links, thence North forty chains, thence East eight chains and fifty links to the place of beginning, containing thirty four acres, more or less, subject however, to the Gravelly Road over the same.



This Indenture, Made this 19th day of November in the year of our Lord, one thousand nine hundred Fourteen between Jones Brothers, Dan.R.Jones and John.R.Jones

Gwenford County of Oneida State of Idaho the part 100 of the first part, and John.R.Jones  
Gwenford County of Oneida State of Idaho the part 7 of the second part

Witnesseth: That the said part 100 of the first part, for and in consideration of the sum of Forty-Two Hundred Dollars, lawful money of the United States of America, to them in full paid by the said part 7 of the second part, the receipt whereof is hereby acknowledged, he 70 granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said part 7 of the second part, and to his heirs and assigns or, all the following described real estate situated in Oneida County, State of Idaho, to-wit:

Commencing at the Southeast corner of the southwest quarter of section One township fifteen south range thirty-five east Boise Meridian, thence running west forty rods, thence running north One hundred and sixty rods, thence running east forty rods, and thence running south one hundred sixty rods to place of commencement, containing forty acres of land, together with One-seventeenth of all the waters that flow in the upper Jones Brothers Irrigation Ditch, during each and every irrigation season.

with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and rem, remainder and remainder, rents, issues and profits thereof, and all estates, right, title and interest in and to the said property, as well in law as in of the said part 100 of the first part.  
To Have and to Hold all and singular the above mentioned and described premises, together with the appurtenances, unto the said part 7 second part, and to his heirs and assigns forever. And the said part 100 of the first part, and their heirs, the parties in a quiet and peaceable possession of the said part 7 of the second part, his heirs and assigns, against the said 100 of the first part, and their heirs and against all and every person and persons whomsoever lawfully claiming or to claim the same and will warrant and by these presents forever defend.  
In Witness Whereof, the said part 100 of the first part have hereunto set their hand and seal the day and year first written.

Signed, Sealed and Delivered in the Presence of  
S.D.Davis  
Jones Brothers (SEAL)  
Dan.R.Jones (SEAL)  
John.R.Jones (SEAL) (SEAL)

County of Blaine, ss. On this 19th day of November in the year 19 14 before me  
Davis & Evans Notary Public in and for said County, personally appeared  
Jones Brothers, Dan.R.Jones and John.R.Jones  
and me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.  
In Witness Whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

SEAL)  
S.D.Davis  
Notary Public.

and for record this 20 th day of November A. D. 19 14 at 2.20 o'clock P. M.  
John J. Evans  
Ex-Officio Recorder. By Deputy.

This Indenture made this the 18th day of July, 1921 by and between John E. Jones and his wife Winnieford E. Jones of Malad County of Oneida, State of Idaho, the parties of the first part and parley P. Olsen of Gwenvord, County of Oneida, State of Idaho the party of the second part:

Witnesseth: That the said parties of the first part for and in consideration of the sum of One Dollar, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, have remised, released and quitclaimed and by these presents to release, remise and quitclaim, unto the said party of the second part and to his heirs and assigns forever the following described lands to-wit:

The East Half of the West Half of the southwest quarter and the East Half of the West Half of the South East quarter of Section One (1) in Township Fifteen (15) South, Range Thirty-five (35) East of the Boise Meridian, in Oneida County, Idaho and containing 80 acres.

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

And also all the estate, right, title, interest, property possession, claim and demand whatsoever, as well in law as in equity of the said parties of the first part, of, in and to the above described premises, and every part and parcel thereof with the appurtenances.

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

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

In the Presence of  
Thos. S. Thomas.  
State of Idaho,

John E. Jones  
Winnieford E. Jones.

ss.

County of Oneida,

On this the 18th day of July 1921 before me J. F. Fredrickson a Notary Public in and for said County and State personally appeared John E. Jones and his wife Winnieford E. Jones known to me to be the persons whose names are subscribed to the within instrument in writing and acknowledged to me that they executed the same.

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

"SEAL"

J. F. Fredrickson  
Notary Public for Idaho residing at Malad, Idaho.

Filed for record August 5th, 1921 at 9:30 A. M. at the request of J. F. Fredrickson.

F. Peter Jensen

D. L. Bush

Recorder.

Deputy .

RECORDED

Instrument No. 59774 +

THIS INDENTURE, Made this 27th day of August, in the year of our Lord one thousand nine hundred and twenty-three between Farley P. Olsen and Sophia Olsen, husband and wife,

of Malad County of Oneida State of Idaho the parties of the first part, and  
John E. Jones,  
of Malad County of Oneida State of Idaho the part y of the second part,

WITNESSETH: That the said part 1st of the first part, for and in consideration of the sum of One; ----- Dollars, lawful money of the United States of America, to them in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged, he ve granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said part y of the second part, and to his heirs and assigns forever, all the following described real estate situated in Oneida County, State of Idaho, to-wit:

The east half of the west half of the Southwest quarter, and the east half of the west half of the southeast quarter of Section 1, Township 15 South, Range 35 East, Boise Meridian, together with all water and water rights thereunto belonging or in anywise appertaining

13-5-432, \$300.00. Olsen, P. & S. and Jones, J. E.

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 estates, right, title and interest in and to the said property, as well in law as in equity, of the said part 1st of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the said part y of the second part, and to his heirs and assigns forever. And the said part 1st of the first part, and their heirs, the said premises in a quiet and peaceable possession of the said part y of the second part, his heirs and assigns, against the said parties of the first part, and their heirs and against all and every person and persons whomsoever lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hand and seal the day and year first above written.

Witness  
Signed, Sealed and Delivered in the Presence of  
J.R. Jarvis for Farley P. Olsen

Farley P. Olsen. [SEAL]  
Sophia Olsen. [SEAL]  
[SEAL]  
[SEAL]

STATE OF Idaho, } ss. On this 31st. day of August in the year 1923 before me,  
County of Oneida }  
J. F. Fredrickson a Notary Public  
Sophia Olsen, the wife of Farley P. Olsen, in and for said County, personally appeared  
known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.  
"SEAL" J. F. Fredrickson, Notary Public for Idaho, residing at Malad, Idaho

[SEAL]  
Commission Expires  
STATE OF IDAHO }  
COUNTY OF ONEIDA } ss.

On this 28th day of August in the year 1923 before me, J.R. Jarvis, a Notary Public in and for said county, personally appeared Farley P. Olsen known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

In Witness whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written. J.R. Jarvis, Notary Public.  
"SEAL" Residing at Box 115 Magna, Utah.

Filed for record this 4th day of September, A. D. 1923 at 1:10 o'clock P. M.

J. Peter Jensen,  
Ex-Officio Recorder.

By \_\_\_\_\_ Deputy.

COMPARED

Instrument No. 67905

## WARRANTY DEED

THIS INDENTURE, Made this 30th day of October, 1946, in the year of our Lord one thousand nine hundred and , between Winniefred E. Jones, widow

of Malad, Idaho, County of Lewis R. Waldron, State of

of Samaria, Idaho, County of, State of

WITNESSETH, That the said part y of the first part, for and in consideration of the sum of \$2500.00 DOLLARS, lawful money of the United States of America, to her in hand paid by the said part y 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 part y of the second part, and to his heirs and assigns forever, all of the following described real estate, situated in the County of Oneida, State of Idaho, to-wit:

the East half of the West half of the Southeast quarter, the East half of the East half of the Southwest quarter, the East half of the West half of the Southwest quarter, of Section 1, Township 15 South, Range 35 East, Boise Meridian, containing 120 acres, also 72 hours out of every 17 days of the waters of the Jones Brothers Upper Ditch

\$9.35 Documentary stamps attached and duly cancelled.

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

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

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

Signed, Sealed and Delivered in the Presence of

Winniefred E. Jones (SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

STATE OF IDAHO, } ss.  
COUNTY OF Oneida

On this 30th day of October in the year 1946, before me, T. E. Ray, a Notary Public in and for said State, personally appeared Winniefred E. Jones, widow

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

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

(Seal) T. E. Ray  
Notary Public for the State of Idaho, residing at  
Malad, Idaho.

STATE OF IDAHO, } ss.  
COUNTY OF ONEIDA

Filed for record this 30th day of October, A.D. 1946, at 11:30 o'clock A.M.

John H. McAllister  
Ex-Officio Recorder.

By Marla Reed  
Deputy.

COMPARED

## DEED RECORD No. 31

INSTRUMENT # 84306

## WARRANTY DEED

THIS INDENTURE, Made this 17th day of December, in the year of our Lord  
 one thousand nine hundred and sixty four, between L. R. Waldron, sometimes called Lewis R.  
 Waldron, and Emma Waldron, his wife,  
 Malad City, County of Oneida, State of Idaho,  
 parties of the first part, and Rex Waldron  
 Malad City, County of Oneida, State of Idaho,  
 a party of the second part:

WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum of  
 fifteen Thousand Four Hundred Sixty and no/100 (\$15,460.00)----- DOLLARS,  
 full money of the United States of America, to them in hand paid by the said part y of the second part, the receipt  
 whereof is hereby acknowledged, he ve granted, bargained, and sold, and by these presents do grant, bargain, sell, convey and  
 affirm unto the said party of the second part, and to his heirs and assigns forever, all of the following described  
 estate, situate in Malad City, County of Oneida, State of Idaho, to-wit:  
 East Half of the West Half of the Southwest Quarter and the East Half of the East Half  
 the Southwest Quarter of Section 1, Township 15 South, Range 35 East, Boise Meridian.  
 All the Northeast Quarter of the Northeast Quarter, Section 22, Township 15 South, Range  
 East, Boise Meridian, except commencing at a Stake situated 39 rods and 4 1/2 feet, West of  
 the Northeast Corner of Sec. 22, T. 15 S. R. 35 EBM, running thence South 0° 25' West 27 rods  
 1/2 feet, thence South 62° 25' West 4 1/2 rods 1 foot to point due South 0° 25' West of Northwest  
 corner of said Tract, thence North 0° 25' East 53 rods and 2 feet, thence North 89° 75' East 38 rods  
 to point of beginning.  
 Also, West Half Northeast Quarter, Sec. 22, T. 15 S. R. 35 EBM.

(\$20.30 Documentary Stamps attached and cancelled.)

TOGETHER, With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise apper-  
 taining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and  
 interest in and to the said property, as well in law as in equity, of the said parties of the first part.  
 TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto  
 party of the second part, and to his heirs and assigns forever, and the said part 1st of the first part, and their  
 heirs, the said premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns,  
 against the said part 1st of the first part, and their heirs, and against all and every person and persons whomsoever, lawfully  
 claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

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

Signed, Sealed and Delivered in the Presence of

\_\_\_\_\_ L. R. Waldron \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ Emma P. Waldron \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ \_\_\_\_\_ (SEAL)

STATE OF IDAHO,

} ss.

COUNTY OF Oneida

In this 17th day of December, in the year 1964, before me, J. W. Crowther  
 Notary Public in and for said State, personally appeared L. R. Waldron, sometimes called Lewis R. Waldron  
 and Emma Waldron, his wife  
 known to me to be the persons whose names subscribed to the within instrument, and acknowledged to me that they  
 executed the same.  
 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above  
 written.

(SEAL)

J. W. Crowther  
 Notary Public for the State of Idaho, residing at  
 Malad, Idaho.

STATE OF IDAHO, } ss.  
 COUNTY OF ONEIDA, }

Filed for record this 14th day of January, A.D. 1965, at 3:10 o'clock P.M.

Tolan R. Swensen, Jr., Es-Officio Recorder

By Melba Jensen Deputy

INDEXED

COMPARED

Recorded at Request of J. W. Crockett December 2, 1977  
at 12:35 P.M. Fee Paid \$ 1.00 Calvin H. Sweetser  
by Marie C. Waldron Dep. Book Page Ref.: 96951  
Mail tax notice to \_\_\_\_\_ Address \_\_\_\_\_

## WARRANTY DEED

REX P. WALDRON and MARIE C. WALDRON, husband and wife,  
of Samaria, County of Oneida, State of Idaho, grantor  
CONVEY and WARRANT to M. and J. ENTERPRISES, State of Idaho, hereby

of Salt Lake County, State of Utah grantee  
TEN and NO/100 (\$10.00) for the sum of  
and other good and valuable consideration, ----- DOLLARS,  
the following described tract of land in Oneida County County,  
State of ~~Idaho~~ Idaho:

The East half of the West half of the Southwest quarter  
of Section 1, Township 15 South, Range 35 East, Boise  
Meridian.

Together with appurtenant water rights.

WITNESS, the hands of said grantors, this 17th day of  
October, A. D. 1977

Signed in the Presence of

STATE OF UTAH,

County of \_\_\_\_\_

On the 17th day of October, A. D. 1977,  
personally appeared before me REX P. WALDRON and MARIE C. WALDRON, husband and wife,

the signers of the within instrument, who duly acknowledged to me that they executed the  
same.

Notary Public

My commission expires \_\_\_\_\_

Residing in \_\_\_\_\_

I hereby certify that this instrument was for record at  
 request of *L. E. Crowther* on the *27* day of *April* 1979 at *11*  
 o'clock *AM* in my office  
 and duly recorded in Book *100* Page *100*  
 Fee *1.00*  
*L. E. Crowther*  
 County Recorder

By \_\_\_\_\_  
 Deputy

Reception  
 Indexed

DO NOT WRITE ABOVE THIS LINE

## WARRANTY DEED

For Value Received

*MICHAEL J. HUMPHRIES and JACKIE HUMPHRIES, husband and wife*  
*dba M & J Enterprises, Inc.*  
 the grantors, do hereby grant, bargain, sell and convey unto

*Rex Kay Chugg and Shirley Jane Chugg, husband and wife*  
*Malad, Idaho*

the grantees the following described premises, in *Oneida* County, Idaho, to wit:

*Township 15 South, Range 35 East, Boise Meridian*  
*Section 1: East Half of the West Half of the*  
*Southwest Quarter and the East Half of the*  
*East Half of the Southwest Quarter*

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that the *M & J* are the owner in fee simple of said premises; that they are free from all incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: *April 26, 1979*

State of Idaho

County of *Oneida* } ss. On the *26th* day of *April* A.D. 1979

personally appeared before me

*Michael J. Humphries and Jackie Humphries, his wife*

the signers of the within instrument, who duly acknowledged to me that they executed the same

*Laura E. Crowther*  
 County Recorder

Residing at *Malad, Idaho*My Commission expires *8-15-79*

Mail deed to:

Mail tax notice to:

Form 621A-1D 405-1  
(Rev. 10-6-76)

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION

DEED IN SATISFACTION OF MORTGAGE INDEBTEDNESS

FOR VALUE RECEIVED

REX K. CHUGG and SHIRLEY JANE CHUGG,

husband and wife

Hereto referred to as grantors, hereby grant, bargain, sell and convey unto the UNITED STATES OF AMERICA, acting through the Farmers Home Administration, United States Department of Agriculture, herein referred to as grantees, the following described real property, with appurtenments, hereditaments and appurtenances, to wit:

SEE ATTACHMENT

Grantors herein acknowledge that the property described herein is subject to a mortgage in favor of grantees and said mortgage is in default and subject to foreclosure. That this deed is executed and given in full satisfaction of said mortgage and is intended as a conveyance, absolute in legal effect as well as in form, of the title to said premises to the second party and not as a mortgage, trust conveyance, or security of any kind, and that possession of said premises is hereby surrendered to said party; and that in executing this deed the grantor is not acting under any misapprehension as to the effect thereof, nor under any duress, undue influence, or misrepresentation by the second party, or its agent, or attorney.

Dated JULY 17, 19 84

STATE OF }  
COUNTY OF } ss.

REX K. CHUGG

SHIRLEY JANE CHUGG

On this 17th day of July, 19 84, before me, a Notary Public in and for said County and State, personally appeared Rex K. Chugg and Shirley Jane Chugg's wife, to me known as to be the identical individual(s) as described in and who executed the within and foregoing instrument and whose name(s) are subscribed thereto, and acknowledged to me that he signed, and sealed and executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Notary Public in and for the State

of IDAHO

Residing at MALAD, ID

My Commission expires 10-15-86

(SEAL)

Until a change is requested, all tax statements shall be sent to the following address:

100291

ATTACHMENT 1

LEGAL DESCRIPTION

PARCEL 1: Township 12 South, Range 35 East, Boise Meridian

Section 1: E1/4SW1/4 E1/4SW1/4

PARCEL 2: Township 15 South, Range 35 East, Boise Meridian:

Section 1: ~~W1/4SW1/4, EXCEPTING THEREFROM THE~~  
FOLLOWING DESCRIBED TRACT OF LAND:  
Commencing at the NW Corner of the  
E1/4SW1/4 of Section 1; thence running  
East 208 feet; thence South 208 feet;  
thence West 208 feet; thence North 208  
feet to the point of beginning.

PARCEL 3: Township 15 South, Range 35 East, Boise Meridian:

Section 1: Commencing at the NW Corner of the  
E1/4SW1/4 of Section 1; thence running  
East 208 feet; thence South 208 feet;  
thence West 208 feet; thence North  
208 feet to the point of beginning.  
EXCEPT roadway on the North thereof.

TOGETHER WITH all water and water rights, ditches and ditch rights used  
thereon or appurtenant thereto, and in particular, 4.50 shares of  
water in the Gwenford Pump Company.

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION

**116224 QUITCLAIM DEED**

The UNITED STATES OF AMERICA, acting through the Administrator of the Farmers Home Administration, United States Department of Agriculture, CONVEYS and QUITCLAIMS to **RAY N. DAVIS**

, Grantee, for the sum of \$70,300

all interest in the following described real estate situated in the County of **Oneida**

State of **Idaho**, to-wit:

**PARCEL 1**

Township 15 South, Range 35 East, Boise Meridian:

Section 1: E $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ ; E $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$

**PARCEL 2**

Township 15 South, Range 35 East, Boise Meridian:

Section 1: W $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$ , EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND: Commencing at the NW Corner of the E $\frac{1}{2}$ SW $\frac{1}{4}$  of Section 1: thence running East 208 feet; thence South 208 feet; thence West 208 feet; thence North 208 feet to the point of beginning.

**PARCEL 3**

Commencing at the NW Corner of the E $\frac{1}{2}$ SW $\frac{1}{4}$  of Section 1, Township 15 South, Range 35 East, Boise Meridian; thence running East 208 feet; thence South 208 feet; thence West 208 feet; thence North 208 feet to the point of beginning. EXCEPT roadway on the North thereof.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto, and in particular 4.5 shares in the Gwenford Pump Company and one-seventeenth of all the waters flowing in the ditch known as the Jones Brothers Upper Ditch throughout the irrigation season, source of supply, Big Malad River.

This deed is executed and delivered pursuant to the provisions of

a credit sale of Government Inventory Property formerly belonging to Rex Chugg, Advice No. 27249, by Standard Sales Contract Sale of Real Property By the United States and the

authority set forth in 7 CFR 1900, Subpart A.

No member of Congress shall be admitted to any share or part of this deed or to any benefit that may arise therefrom.

Dated October 26

19 89

UNITED STATES OF AMERICA (Grantor)

By Michael A. Field  
MICHAEL A. FIELD, State Director  
Farmers Home Administration  
United States Department of Agriculture

In the presence of:

116224  
Book 116224  
28 Oct 1990  
10:00 Clerk A  
Joyce H. Freidenberger by  
Cassida Co. Recorder  
Fol 6 10 Deputy  
Notarized at Request of  
E. L. Scott

ACKNOWLEDGMENT

State of Idaho )  
County of Ada )

On this 26th day of October, 1989, before me, the undersigned, a Notary Public for and in behalf of the State of Idaho, personally appeared Michael A. Field, known to me to be the State Director, Farmers Home Administration, USDA, and 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 on the day and year last above mentioned.

Chris Reninger  
CHRIS RENINGER  
Notary Public for and in behalf  
of the State of Idaho  
Residing at Meridian, Idaho  
My Bond Expires 7-6-94

## WARRANTY DEED

For Value Received, RAY N. DAVIS and PAULA M. DAVIS, husband and wife, the Grantors, do hereby grant, bargain, sell and convey unto BLACKBURN LAND & CATTLE, L.L.C. a Limited Liability Company of the State of Idaho, the Grantee, whose current address is P.O. Box 917, Pawleys Island, SC, 29585, following described premises in Oneida County, Idaho, to-wit:

Township 15 South, Range 35 East, Boise Meridian:  
Section 1:

E $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$  Also,

W $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$ , EXCEPTING THEREFROM the following described tract of land: Commencing at the Northwest corner of the E $\frac{1}{2}$ SW $\frac{1}{4}$  of said Section 1, thence running East 467 feet; thence South 467 feet; thence West 467 feet; thence North 467 feet to the point of beginning. Also,

135383

Instrument No. \_\_\_\_\_  
18 Day December 2003  
3:15 Clerk P  
Quinn Hedman  
Oneida Co. Recorder  
300  
Recorded at Request of \_\_\_\_\_  
Blackburn Land & Cattle

Commencing at the Northwest corner of the E $\frac{1}{2}$ SW $\frac{1}{4}$  of said Section 1, thence running East 467 feet; thence South 467 feet; thence West 467 feet; thence North 467 feet to the point of beginning. (T-5359)

Together with Sellers' interest in all water rights, oil, gas, mineral and geothermal rights appurtenant thereto

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, it's successors 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 they are free from all encumbrances and that they will Warrant and Defend the same from all lawful claims.

Dated November 14, 2003

Ray N Davis  
RAY N. DAVIS  
Paula M Davis  
PAULA M. DAVIS

STATE OF IDAHO  
COUNTY OF ONEIDA, ss

On this 14th day of November, 2003, before me, a Notary Public in and for said State, personally appeared RAY N. DAVIS and PAULA M. DAVIS, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.



Joan Williams  
Notary Public  
Residing at Malad City, Idaho  
My Commission Expires 5-6-2009

Microfilm No. 135385  
18 Day December 2003  
At 3:25 O'clock P.  
Diana J. Anderson  
Oneida Co. Recorder  
Fee \$ 9.00 Recorded at Request of Diana J. Anderson & J. L. L. C.

## WARRANTY DEED

For Value Received, **BLACKBURN LAND & CATTLE, L.L.C.**, an Idaho Limited Liability Company, the Grantor, does hereby grant, bargain, sell and convey unto **PHEASANT BROOK, L.L.C.**, an Idaho Limited Liability Company, the Grantee, whose current address is 3125 South 4100 West, Malad City, ID 83252, the following described premises in Oneida County, Idaho, to-wit:

### SEE SCHEDULE "A" ATTACHED HERETO

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their successors 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.

Dated November 14, 2003.

**BLACKBURN LAND & CATTLE, L.L.C.**

Jeremy Blackburn Manager  
JEREMY BLACKBURN, Member/Manager  
Mayako Blackburn Member

STATE OF SOUTH CAROLINA  
COUNTY OF Georgetown 55

On this 21st day of November, 2003, before me, a Notary Public in and for said State, personally appeared JEREMY BLACKBURN, known to me to be the Member/Manager of Blackburn Land & Cattle, L.L.C., an Idaho Limited Liability Company who executed the within instrument and acknowledged to me that said Limited Liability Company executed the same.

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

Michael J. Nomin  
Notary Public  
Residing at: 10517 Ocean Hwy, Pahrump, NV 89048  
My Commission Expires: May 22, 2006

**SCHEDULE "A"**  
 Deed to Pheasant Brook, L.L.C.

**Real Property situated in the County of Oneida, State of Idaho:**

**PARCEL 1:**

Township 15 South, Range 35 East, Boise Meridian:

Section 1:

E $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$  Also,

W $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$ , EXCEPTING THEREFROM the following described tract of land: Commencing at the Northwest corner of the E $\frac{1}{2}$ SW $\frac{1}{4}$  of said Section 1, thence running East 467 feet; thence South 467 feet; thence West 467 feet; thence North 467 feet to the point of beginning. Also,

Commencing at the Northwest corner of the E $\frac{1}{2}$ SW $\frac{1}{4}$  of said Section 1, thence running East 467 feet; thence South 467 feet; thence West 467 feet; thence North 467 feet to the point of beginning. (T-5359)

**PARCEL 2:**

Township 15 South, Range 35 East, Boise Meridian:

Section 11: Commencing at the Northeast Corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 11, thence running West 29.2 rods; thence South 34°30' West 16 rods; thence North 73°00' West 16 rods; thence North 8.44 rods to 40-acre line; thence West 19.24 rods; thence South 160 rods; thence East 73 rods; thence North 160 rods to the point of beginning. (T-931). EXCEPTING THEREFROM the following described parcel of land:

Beginning at the Northeast Corner of said Section 11; thence North 89°14'20" West 1207.72 feet along the North line of said Section 11; thence South 1339.42 feet to a 5/8" rebar with cap labeled "A. A. HUDSON PLS 4735" set on a fence line, the True Point of Beginning; thence along a fence line through the following courses: North 88°35'59" East 248.00 feet to a 5/8" rebar with cap; South 84°08'49" East 48.42 feet to a 5/8" rebar with cap; thence South 31°03'13" East 138.58 feet to a 5/8" rebar with cap; thence South 61°07'36" East 103.78 feet to a 5/8" rebar with cap; thence South 66°56'40" East 71.61 feet to a 5/8" rebar with cap set on the Westerly right-of-way line of Samaria Road; thence South 38°13'33" West 526.88 feet along said right-of-way line to a 5/8" rebar with cap set on the Northerly right-of-way line of a County Road; thence North 87°23'03" West 170.55 feet along said right-of-way line to a 5/8" rebar with cap set at a fence line; thence North 12°09'57" West 129.12 feet along a fence line to a 5/8" rebar with cap; thence North 01°10'24" West 164.36 feet to a 5/8" rebar with cap set at a fence corner; thence North 00°28'53" East 311.34 feet to the True Point of Beginning.

ALSO,

Commencing at the Southwest Corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 12, Township 15 South, Range 35 East, Boise Meridian; thence running North 142 rods to a point in the center of the Big Malad River at a point 18 rods South of the Northwest Corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 12; thence following the meandering course of said river in a Southeasterly direction to a point 5 rods West of the Southeast Corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 12; thence West 155 rods to the point of beginning. (T-932).

**SCHEDULE "A" Continued, Page 2**  
**Deed to Pheasant Brook, L.L.C.**

TOGETHER with Grantor's interest in all water and water rights and ditch rights used in connection therewith, including well permit #33621 and water right #15-2072 filed with the State of Idaho, Department of Water Resources.

**PARCEL 3:**

Township 15 South, Range 35 East, Boise Meridian:

Section 1:  $W\frac{1}{2}W\frac{1}{2}SW\frac{1}{4}$

Section 12:  $E\frac{1}{2}SE\frac{1}{4}$ ;  $S\frac{1}{2}NE\frac{1}{4}$ ;  $N\frac{1}{2}NW\frac{1}{4}$ ;  $NW\frac{1}{4}SE\frac{1}{4}$ ;  $N\frac{1}{2}NE\frac{1}{4}$ ;

All that part of the  $S\frac{1}{2}NW\frac{1}{4}$  and the  $NE\frac{1}{4}SW\frac{1}{4}$  lying North and East of the Big Malad River as the same now flows (T-930);

EXCEPTING THEREFROM 2 acres in a compact form located in the Northwest corner of the  $SW\frac{1}{4}NW\frac{1}{4}$  of said Section 12, heretofore conveyed to Gwenford Mill and Elevator Company by Deed recorded in Book 13, Page 256, records of Oneida County, Idaho.

Section 13:  $E\frac{1}{2}NE\frac{1}{4}$

Township 15 South, Range 36 East, Boise Meridian:

Section 7: Commencing at the Northwest Corner of Section 7; thence East 88 rods 5 feet; thence South 145 rods; thence West 88 rods 5 feet; thence North 145 rods to the place of beginning. (T-997)

**PARCEL 4:**

That property described as Assessor's Tax No. 230 being in Section 12, Township 15 South, Range 35 East, Boise Meridian, and described as follows:

2 acres in a compact form located in the Northwest corner of the  $SW\frac{1}{4}NW\frac{1}{4}$  of said Section 12, heretofore conveyed to Gwenford Mill and Elevator Company by Deed recorded in Book 13, Page 256, records of Oneida County, Idaho.

ALSO, All that part of the  $NE\frac{1}{4}NE\frac{1}{4}$  of Section 11, Township 15 South, Range 36 East, Boise Meridian, lying South and East of the County Road running through said 40 acre tract. T-3976.

TOGETHER with Grantor's interest in all water and water rights and ditch rights used in connection therewith, including all wells and artesian wells, an Irrigation well located East of headquarters as evidenced under Permit No. 29963 issued by the States of Idaho, Department of Water Resources, as to a  $\frac{1}{2}$  interest. And a one-fourth interest in an irrigation well located on the North end of the above premises under an agreement with Grantor and other well users.

NTO-1842  
L. VICTOR RICHES  
10410 WEST LOYOLA DR.  
LOS ALTOS, CA 94024

141414  
Microfilm No. 141414  
D. Day August 2007  
At 1:50 P.M.  
Natalie Murphy  
Onida Co. Recorder  
Fee \$ 9.00  
Recorded at Request of  
Nathaniel Co.

## SPECIAL WARRANTY DEED

PHEASANT BROOK, L.L.C., AN IDAHO LIMITED LIABILITY COMPANY, Grantor(s) of MALAD CITY, County of ONEIDA, State of ID, hereby **CONVEY AND WARRANT** to PEOA RIVER VALLEY RANCH LAND, LLC, AND G. JEFFREY PICKETT, a married man as his sole and separate property, AND GREGORY PICKETT, a single man, AND KATHLEEN PICKETT, a married woman as her sole and separate property, AND ANGIE RICHES, a married woman as her sole and separate property, AND L. VICTOR RICHES, JR., a married man as his sole and separate property, AND KEVIN RICHES, a married man as his sole and separate property, AND KENNETH RICHES, a married man as his sole and separate property, AND JAMES PICKETT, a married man as his sole and separate property, AND CREATIVE CENTER OF LOS ALTOS, INC. Grantee(s) of LOS ALTOS, County of SANTA CLARA, State of CA for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Oneida County, State of Idaho:

SEE ATTACHED EXHIBIT "A"

TOGETHER WITH ALL GRANTORS IMPROVEMENTS AND WATER RIGHTS APPURTENANT TO THE PROPERTY

Subject to easements, restrictions and rights of way of record, and taxes for the year 2007 and thereafter.

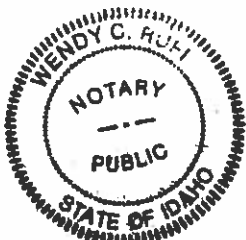
Witness, the hand(s) of said Grantor(s), this August 10, 2007.

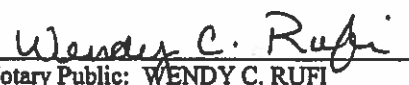
PHEASANT BROOK, L.L.C., AN IDAHO LIMITED LIABILITY COMPANY

  
By KIMBLE BLACKBURN  
MANAGER

State of Idaho )  
County of Oneida )

On August 10, 2007, personally appeared before me KIMBLE BLACKBURN, who, being by me duly sworn, did say that he is the Manager of PHEASANT BROOK, L.L.C., AN IDAHO LIMITED LIABILITY COMPANY, and that the said instrument was signed in behalf of said Limited Liability Company by the authority of its Articles of Organization and Operating Agreement, and the aforesaid individual acknowledged to me that said Company executed the same.



  
Notary Public: WENDY C. RUFFI  
Residing: MALAD CITY, ID  
Expires: 2/28/2011

## EXHIBIT "A"

## PARCEL 1

TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO:  
SECTION 1: THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER.

## ALSO

THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND:

COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 1, THENCE RUNNING EAST 467 FEET; THENCE SOUTH 467 FEET; THENCE WEST 467 FEET; THENCE NORTH 467 FEET TO THE POINT OF BEGINNING.

## ALSO

COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 1, THENCE RUNNING EAST 467 FEET; THENCE SOUTH 467 FEET; THENCE WEST 467 FEET; THENCE NORTH 467 FEET TO THE POINT OF BEGINNING. T-5359

## PARCEL 2

TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO:  
SECTION 11: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO: THENCE RUNNING WEST 29.2 RODS; THENCE SOUTH 34° 30' WEST 16 RODS; THENCE NORTH 73° 00' WEST 16 RODS; THENCE NORTH 8.44 RODS TO 40 ACRE LINE; THENCE WEST 19.24 RODS; THENCE SOUTH 160 RODS; THENCE EAST 73 RODS; THENCE NORTH 160 RODS TO THE POINT OF BEGINNING. T-931

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 11; THENCE NORTH 89° 14' 20" WEST 1207.72 FEET ALONG THE NORTH LINE OF SAID SECTION 11; THENCE SOUTH 1339.42 FEET TO A 5/8" REBAR WITH CAP LABELED "A.A. HUDSON PLS 4735" SET ON A FENCE LINE, THE TRUE POINT OF BEGINNING; THENCE ALONG A FENCE LINE THROUGH THE FOLLOWING COURSES" NORTH 88° 35' 59" EAST 248.00 FEET TO A 5/8" REBAR WITH CAP; SOUTH 84° 08' 49" EAST 48.42 FEET TO A 5/8" REBAR WITH CAP; THENCE SOUTH 31° 03' 13" EAST 138.58 FEET TO A 5/8" REBAR WITH CAP; THENCE SOUTH 61° 07' 36" EAST 103.78 FEET TO A 5/8" REBAR WITH CAP; THENCE SOUTH 66° 56' 40" EAST 71.61 FEET TO A 5/8" REBAR WITH CAP SET ON THE WESTERLY RIGHT OF WAY LINE OF SAMARIA ROAD; THENCE SOUTH 38° 13' 33" WEST 526.88 FEET ALONG SAID RIGHT OF WAY LINE TO A 5/8" REBAR WITH CAP SET ON THE NORTHERLY RIGHT OF WAY LINE OF A COUNTY ROAD; THENCE NORTH 87° 23' 03" WEST 170.55 FEET ALONG SAID RIGHT OF WAY LINE TO A 5/8" REBAR WITH CAP SET AT A FENCE LINE; THENCE NORTH 12° 09' 57" WEST 129.12 FEET ALONG A FENCE LINE TO A 5/8" REBAR WITH CAP; THENCE NORTH 01° 10' 24" WEST 164.36 FEET TO A 5/8" REBAR WITH CAP SET AT A FENCE CORNER; THENCE NORTH 00° 28' 53" EAST 311.34 FEET TO THE TRUE POINT OF BEGINNING.

## ALSO

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO: THENCE RUNNING NORTH 142 RODS TO A POINT IN THE CENTER OF THE BIG MALAD RIVER AT A POINT 18 RODS SOUTH OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE FOLLOWING THE MEANDERING COURSE OF SAID RIVER IN A SOUTHEASTERLY DIRECTION TO A POINT 5 RODS WEST OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12; THENCE WEST 155 RODS TO THE POINT OF BEGINNING. T-932

## PARCEL 3

TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO.  
SECTION 1: THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER.

SECTION 12: THE EAST HALF OF THE SOUTHEAST QUARTER, THE SOUTH HALF OF THE NORTHEAST QUARTER, THE NORTH HALF OF THE NORTHWEST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THE NORTH HALF OF THE NORTHEAST QUARTER. ALL THAT PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER LYING NORTH AND EAST OF THE BIG MALAD RIVER AS THE SAME NOW FLOWS. T-930

EXCEPTING THEREFROM 2 ACRES IN A COMPACT FORM LOCATED IN THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12, HERETOFORE CONVEYED TO GWENFORD MILL AND ELEVATOR COMPANY BY DEED RECORDED IN BOOK 13, PAGE 256, RECORDS OF ONEIDA COUNTY, IDAHO.

SECTION 13: THE EAST HALF OF THE NORTHEAST QUARTER.

TOWNSHIP 15 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO.

SECTION 7: COMMENCING AT THE NORTHWEST CORNER OF SECTION 7; THENCE EAST 88 RODS 5 FEET; THENCE SOUTH 145 RODS; THENCE WEST 88 RODS 5 FEET; THENCE NORTH 145 RODS TO THE PLACE OF BEGINNING. T-997

#### PARCEL 4

THAT PROPERTY DESCRIBED AS ASSESSOR'S TAX NO. 230 BEING IN SECTION 12, TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO AND DESCRIBED AS FOLLOWS:

2 ACRES IN A COMPACT FORM LOCATED IN THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12, HERETOFORE CONVEYED TO GWENFORD MILL AND ELEVATOR COMPANY BY DEED RECORDED IN BOOK 13, PAGE 256, RECORDS OF ONEIDA COUNTY, IDAHO.

#### ALSO

ALL THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO, LYING SOUTH AND EAST OF THE COUNTY ROAD RUNNING THROUGH SAID 40 ACRE TRACT. T-3976

TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO.

SECTION 1: THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER.

TRACT

C

**The W1/2E1/2SW1/4 OF Section 1 Township 15 South Range 35 East**

**PARCEL # Part RP0263402**

|                                              |    |                                                                                                                                                                                                  |        |        |
|----------------------------------------------|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------|
| JN Ireland Bank                              | to | John E Jones, Daniel Jones (Jones Bros)                                                                                                                                                          | Deed   | 9616   |
| John E Jones, Daniel Jones (Jones Bros)      | to | Asa D. Evans                                                                                                                                                                                     | Deed   | 26033  |
| Asa D. Evans                                 | to | Willard H. Bailey, Ann M. Bailey                                                                                                                                                                 | Deed   | 30619  |
| Willard H. Bailey, Ann M. Bailey             | to | Asa D. Evans                                                                                                                                                                                     | Deed   | 30620  |
| Asa D. Evans, Emiline Evans                  | to | John E. Jones                                                                                                                                                                                    | Deed   | 39227  |
| John E. Jones, Winnifred Jones               | to | William Roderick                                                                                                                                                                                 | Deed   | 39224  |
| William Roderick                             | to | William P. Roderick                                                                                                                                                                              | Deed   | 62663  |
| William P. Roderick                          | to | Andrew W. Atkinson                                                                                                                                                                               | Deed   | 62664  |
| Andrew W. Atkinson                           | to | Edith Atkinson                                                                                                                                                                                   | Decree | 83970  |
| Edith Atkinson                               | to | Andrew W. Atkinson, Nadine Lamb, Elerene Udy                                                                                                                                                     | Decree | 97539  |
| Andrew W. Atkinson, Nadine Lamb, Elerene Udy | to | Rex K. Chugg, Shirley J. Chugg                                                                                                                                                                   | Deed   | 100893 |
| Rex Kay Chugg and Shirley Jane Chugg         | to | USA, FSA-USDA                                                                                                                                                                                    | Deed   | 108291 |
| USA, FSA-USDA                                | to | Ray N. Davis                                                                                                                                                                                     | Deed   | 116224 |
| Ray N. Davis                                 | tp | Blackburn Land and Cattle LLC                                                                                                                                                                    | Deed   | 135383 |
| Blackburn Land & Cattle, LLC                 | to | Pheasant Brook, LLC                                                                                                                                                                              | Deed   | 135385 |
| Pheasant Brook, LLC                          | to | PEOA River Valley Ranch Land, G. Jeffrey Pickett, Gregory Pickett, Kathleen Pickett, Angie Riches, L. Victor Riches, Kevin Riches, Kenneth Riches, James Pickett, & Creative Center of Los Altos | Deed   | 141414 |

Inst. No. 26033

Certs Instrument, Made this 18th day of February in the year of our Lord, one thousand nine hundred and fifteen between Jones Brothers (John E. Jones and Dan E Jones)

of Owenford County of Oneida State of Idaho the part 100 of the first part, and  
Asa D. Evans  
of Samaria County of Oneida State of Idaho the part 7 of the second part

Witnesseth: That the said part 100 of the first part, for and in consideration of the sum of Thirty-eight hundred Dollars, lawful money of the United States of America, to them in hand paid by the said part 7 of the second part, the receipt whereof is hereby acknowledged, he ~~we~~ granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said part 7 of the second part, and to his heirs and assigns forever, all the following described real estate situated in Oneida County, State of Idaho, to-wit:  
Commencing at the southeast corner of the southwest quarter of the southwest quarter of section one, township fifteen South Range thirty-five E. B. M., thence North one hundred sixty rods; thence East forty rods; thence South one hundred sixty rods; thence West to place of commencement forty rods, together with one day out of seventeen days during the irrigation season of each and every year of the waters of what is known as the Jones Bros' Upper Ditch.

(No consideration passed security given for payment same date)

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estates, right, title and interest in and to the said property, as well in law as in equity, of the said part 100 of the first part.

To Have and to Hold all and singular the above mentioned and described premises, together with the appurtenances, unto the said part 7 of the second part, and to his heirs and assigns forever. And the said part 100 of the first part, and their heirs, the said premises in a quiet and peaceable possession of the said part 7 of the second part, his heirs and assigns, against the said part 100 of the first part, and their heirs and against all and every person and persons whomsoever lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

In Witness Whereof, the said part 100 of the first part he ~~we~~ hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Jones Brothers (SEAL)  
John E. Jones (SEAL)  
Daniel E. Jones (SEAL)  
(SEAL)

State of Idaho, } ss.  
County of Oneida } On this 18th day of February in the year 1915 before me  
S. D. Davis a Notary Public  
Jones Bros John E. Jones and Daniel E Jones in and for said County, personally appeared

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

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

S. D. Davis,  
Notary Public

(SEAL)  
Cassius E. Epler

Filed for record this 15th day of March A. D. 1915 at 4-10 o'clock P. M.

Ex-Officio Recorder.

By

Deputy.

This instrument, Made this 24th day of March in the year of our Lord one thousand nine hundred and seventeen between  
D. Evans and Emeline A. Evans husband and wife  
of Samaria County of Oneida State of Idaho the part 1st of the first part, and  
Williard H. Bailey and Ann M. Bailey husband and wife  
of Samaria County of Oneida State of Idaho the parties of the second part.

Witnesseth: That the said parties of the first part, for and in consideration of the sum of thirty-eight hundred----- Dollars, lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said part 1st of the second part, and to their heirs and assigns forever, all the following described real estate situated in Oneida County, State of Idaho, to-wit:  
The West half of the East half of the southwest quarter of section one Township fifteen north of Range thirty-five East of Boise Meridian, containing 40 acres.  
Also one-seventeenth interest in and to all the waters in what is known as Jones Brothers par ditch through-out the irrigation season.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estates, right, title and interest in and to the said property, as well in law as in equity, of the said part 1st of the first part.  
To Have and To Hold, All and singular the above mentioned and described premises, together with the appurtenances, unto the said parties of the second part, and to their heirs and assigns forever. And the said parties of the first part, and their heirs, the said premises in a quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against the said part 1st of the first part, and their heirs and against all and every person and persons whomsoever lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.  
In Witness Whereof, The said part 1st of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of  
} ASA D. EVANS (SEAL).  
} EMELINE A. EVANS (SEAL).  
} (SEAL).  
} (SEAL).

State of Idaho }  
County of Oneida } ss. On this 24th day of March in the year 1917 before me,  
T. E. Ray a Notary Public in and for said County, personally appeared  
D. Evans and Emeline A. Evans husband and wife  
known to me to be the person whose name are subscribed to the within instrument, and acknowledged to me that they executed the same.  
In Witness Whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(SEAL).  
Commission Expires  
T. E. Ray  
Notary Public, Residence: Malad, Idaho

Filed for record this 30th day of November A. D. 1917 at 9-5 o'clock A. M.  
Jenkins Jones Es-Office Recorder.  
By Deputy.  
COMPARED

Instrument No. 80620

This Indenture, Made this 25th day of November in the year of our Lord one thousand nine hundred and seventeen between  
 Willard H. Bailey and his wife Annie M. Bailey  
 of Samaria County of Oneida State of Idaho the parties of the first part, and  
 Asa D. Evans  
 of Samaria County of Oneida State of Idaho the party of the second part,

Witnesseth: That the said parties of the first part, for and in consideration of the sum of Thirty-nine hundred and ----- Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all the following described real estate situated in Oneida County, State of Idaho, to-wit:  
 The West half of the East half of the southwest quarter of Section one (1) in Township Fifteen (15) South Range thirty-five (35) East Boise Meridian, in Idaho containing forty (40) acres.

Together with one-seventeenth (1/17) of all the waters flowing in the ditch known as Jones Brothers Upper Ditch through-out the irrigation season.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estates, right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part.  
 To Have and To Hold, All and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever. And the said parties of the first part, and their heirs, the said premises in a quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said parties of the first part, and their heirs and against all and every person and persons whomsoever lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

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

Signed, Sealed and Delivered in the Presence of

J. F. Fredrickson

Willard H. Bailey (SEAL).

Annie M. Bailey (SEAL).

(SEAL).

(SEAL).

(State of Idaho) ss. On this 25th day of November in the year 1917 before me,  
 J. F. Fredrickson a Notary Public in and for said County, personally appeared  
 Willard H. Bailey and his wife Annie M. Bailey

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

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

(SEAL)  
 Commission Expires December 30th 1918

J. F. Fredrickson  
 Notary Public for Oneida County, Idaho  
 Residing at Malad, Idaho.

Filed for record this 30th day of November

A. D. 1917 at 9-10 o'clock A. M.

*J. F. Fredrickson*  
 Notary Public

By \_\_\_\_\_ Deputy.

COMPARAL

In the Matter of the Estate of Asa D. Evans,  
deceased.

ORDER CONFIRMING SALE OF REAL ESTATE.

Emeline Evans, the administratrix of the Estate of Asa D. Evans, deceased, having made to this court, and filed in the office of the clerk thereof, a return of her proceedings under the order of sale herein, and said matter coming on regularly to be heard, and it having been proved to the court that in pursuance of said order of sale, and as ordered by the court, the clerk of this court caused notice of the time and place of holding said sale to be posted up in three of the most public places in said county of Oneida, in which the land ordered to be sold is situated, and to be published in the Idaho Enterprise, a newspaper printed and published weekly in said county of Oneida, for two weeks successively next before such sale, in which order of sale and notice the lands and tenements to be sold were described with common certainty, as follows, to-wit:

The West half of the East half of the Southwest quarter of Section 1, Township 15 South, Range 35 East, Boise Meridian, containing 40 acres, together with one-seventeenth of all the waters flowing in the ditch known as the Jones Brothers Upper Ditch, through the irrigation season, source of sunely Big Maked River.

that at such sale John E. Jones became the purchaser of said real estate for the sum of \$3250.00, he being the highest and best bidder, the said sum being the highest and best sum bid

And all and singular the law and the premises being by the Court hereseen, heard, understood, and fully considered, wherefore it is by the Court ordered, adjudged, and decreed, that the said sale be, and the same is hereby, confirmed and approved; and the proper and legal conveyance of all said real estate are hereby directed to be executed to said purchaser by said administratrix.

Dated April 9th 1923.

(Seal) J.V. Lykins  
Probate Judge.

State of Idaho )  
County of Oneida ) ss.

I, J. V. Lykins, Probate Judge and Clerk of the Probate Court of Oneida County, State of Idaho, do hereby certify the foregoing to be a full, true and complete copy of the Order confirming sale of real estate made and entered in the matter of the estate of Asa D. Evans, deceased, and to the whole thereof, and of record in said court.

In witness whereof I have hereunto set my hand and affixed the seal of said court this 9th day of April, 1923.

"S341"

J. V. Lykins

Probate Judge and Clerk of said Probate Court.

Filed for record April 16th 1923 at 4:00 P.M. at request of T. J. Ray.

J. Peter Jensen, Recorder. By Jas. B. Jones, Deputy.

COPIED

Instrument No. 59284 ✓

PROVIDED BY, PRINTED & REPRODUCED FROM

THIS INDENTURE, Made this 16th day of April in the year of our Lord one thousand nine hundred and Twenty-three between

JOHN E. JONES and his wife WINNIFRED JONES

of Malad City County of Oneida State of Idaho the part 1st of the first part, and

of Malad City County of Oneida State of Idaho WILLIAM RODERICK the part 2 of the second part,

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

The West Half of the East Half of the Southwest Quarter of Section 1, Township 15 South, Range 55 East, Boise Meridian, containing 40 acres, together with one-seventeenth of all the waters flowing in the ditch known as the Jones Brothers Upper Ditch throughout the irrigation season, source of supply Big Malad River.

COMPARED

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

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

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

Signed, Sealed and Delivered in the Presence of

John E. Jones

(SEAL)

Winnifred Jones

(SEAL)

(SEAL)

(SEAL)

\$4.00 U.S.I. R. Stamps attached and duly cancelled.

STATE OF IDAHO,  
County of Oneida.

ss. On this 16th day of April in the year 1923 before me,  
T. E. Ray a Notary Public in and for said County, personally appeared  
John E. Jones and his wife Winnifred Jones

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

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

(SEAL)

Notary Public for Idaho.

T. E. Ray

Notary Public for Idaho.

Residence Malad, Idaho.

Filed for record this 20th day of April  
at the request of William Roderick.

A. D. 1923 at 3:30 o'clock P. M.

By J. Peter Jensen Deputy.

Ex-Officio Recorder.

Fee paid: \$1.50

Instrument No. 62663 \*

## WARRANTY DEED

THIS INDENTURE, Made this 31st day of January 1940, in the County of \_\_\_\_\_, State of Idaho, between William Roderick, a widower

of Samaria, County of \_\_\_\_\_, State of Idaho, of the party of the first part, and William P. Roderick, County of \_\_\_\_\_, State of Idaho, of the party of the second part:

WITNESSETH, That the said part y of the first part, for and in consideration of the sum of \_\_\_\_\_ DOLLARS, lawful money of the United States of America, to him in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged, he a granted, bargained and sold, and by these presents do es grant, bargain, sell, convey and confirm unto the said part y of the second part, and to his heirs and assigns forever, all that certain lot, piece or parcel of land, situated, lying and being in \_\_\_\_\_, County of Oneida, and State of Idaho, and particularly described as follows, to-wit:

The West half of the East half of the Southwest quarter of Section 1, Township 15 South, Range 35 East, Boise Meridian, also 24 hours out of every 17 days of water of the Jones Brothers Irrigation ditch

\$2.75 Documentary Stamps attached and duly cancelled

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

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

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

Signed, Sealed and Delivered in the Presence of

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF IDAHO, } ss.

COUNTY OF Oneida

On this 31st day of January in the year 19 40, before me T.E. Ray a Notary Public in and for said State, personally appeared William Roderick

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

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

Seal T.E. Ray  
Notary Public for the State of Idaho, residing at  
Malta, Idaho.

STATE OF IDAHO, } ss.

COUNTY OF ONEIDA

Filed for record this 6 day of April, A. D. 19 42, at 3:55 o'clock P.M.

John E. McAllister  
Ex-Officio Recorder.

By \_\_\_\_\_ Deputy.

COMPARED

# DEED RECORD No. 26

Instrument No. 62664

## WARRANTY DEED

THIS INDENTURE, Made this 6th day of April 1942, in the year of our Lord one thousand nine hundred and , between William F. Roderick and Mary Jane Roderick, his wife, of Samarina, Idaho, the parties of the first part, and Andrew W. Atkinson, of Samarina, Idaho, the party of the second part:

WITNESSETH, That the said parties of the first part for and in consideration of the sum of \$8100.00----- DOLLARS, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all that certain lot or parcels of land situated in the County of Oneida, State of Idaho, and more particularly described as follows, to-wit:

The West Half of the Easthalf of the Southwest quarter of Section 1, Township 15 South, Range 35 East, Boise Meridian, containing 40 acres, together with one-seventeenth of all the waters flowing in the ditch known as the Jones Brothers Upper Ditch throughout the irrigation season, source of supply Big Haled River

(\$2.75 Documentary stamps attached and duly cancelled.

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

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

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

Signed, Sealed and Delivered in the Presence of

William F. Roderick (SEAL)  
Mary Jane Roderick (SEAL)  
(SEAL)  
(SEAL)

STATE OF IDAHO,

ss.

COUNTY OF Oneida

On this 6th day of April in the year 1942, before me T.E. Ray, a Notary Public in and for said State, personally appeared William F. Roderick and Mary Jane Roderick, his wife known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Seal

T. E. Ray  
Notary Public for the State of Idaho, residing at  
Idaho.

STATE OF IDAHO, }  
COUNTY OF ONEIDA, }

Filed for record this 6th day of April, A. D. 1942, at 5:40 o'clock P. M.  
John H. Hallister, Es-Officio Recorder. By Deputy.

COMPARED

INSTRUMENT # 83970

IN THE PROBATE COURT OF THE COUNTY OF ONEIDA  
STATE OF IDAHOIn the Matter of the Estate of } DECREE DETERMINING HEIRSHIP  
ANDREW W. ATKINSON, deceased }

The petition of Edith Atkinson praying that this Court determine the time of the death of said deceased, his heirs and their degree of kinship to him, and the right of descent of the real property belonging to said deceased, coming on this day regularly to be heard, and due proof having been made to the satisfaction of the Court that the Clerk had given notice, in all respects, of the hearing of said petition, in the manner and for the time and in the particulars heretofore ordered and directed by the Court, and all and singular the law and the evidence being by the Court understood and fully considered:

It is hereby Determined, Adjudged and Decreed: That Andrew W. Atkinson died intestate at Ogden, Utah on July 19, 1961; that he was a resident of the County of Oneida, State of Idaho, at the time of his death; that no application has been made in the State of Idaho for the appointment of an administrator of the estate of said deceased, and that more than two (2) years have elapsed since the time of the death of said deceased, and that said deceased died seized of an estate of inheritance in the State of Idaho in and to the following described real and personal property.

The following described real property situated in the County of Oneida, State of Idaho, to-wit:

The Southwest quarter, the West half of the Southeast quarter of Section 10; the Northwest quarter of the Northeast quarter, the Northeast quarter of the Northwest quarter of Section 15; the West half of the Northwest quarter of Section 22; all in Township 15 South, Range 34 East, Boise Meridian.  
The West half of the East half of the Southwest quarter of Section 1, Township 15 South, Range 35 East, Boise Meridian, with 1/17th interest in the waters of the Big Malad River flowing in the Jones Upper Ditch, and a 1/6th interest in and to the Deep Well, water and water rights, and equipment situated in the Northwest corner of the Southwest quarter of Section 1, Township 15 South, Range 35 East, Boise Meridian

Lots 1, 2, and 4, and the East one-half of Lot 3, of Block 11, of the Townsite of Samaria situated in the Southeast quarter of Section 14, Township 15 South, Range 35 East, Boise Meridian.  
Range Rights for 9 head cattle in Taylor Grazing.  
Personal Property, to-wit:

One 1947 Ford 8 Truck, Motor No. 799T-1,516,626

One 1957 Oldsmobile Holiday Sedan, Automobile Identification No. 577C-10,148

One 1953 Chevrolet Pickup, 3/4 Ton Identification No. VM255K-18,545

Farm Equipment: Offset Disc, Plow, Ford Tractor, Mower, Milker, Wheat Elevator, 4 Sections Harrow, Combine, Baler, Weeder, Rake, Spring Tooth Harrow, Crawler Tractor, Sprayer, Drill, Digger

Livestock: 9 Range Cows and their calves, 12 Dairy Cows, 8 Heifers, 1 Horse

## Stock and Bonds:

100 shares Insurance Investment Corporation, Certificate No. 38, Par Value 50¢

per share

Certificate No. 215 for 100 shares capital stock of Oneida Perlite Corporation,

Par Value \$1.00

Certificate No. 515 representing one share of the Capital Stock of the Samaria

Water & Irrigation Company

all of which was acquired by deceased after his marriage to, Edith Atkinson, who survived him, and that the same was their community property.

That the said Edith Atkinson, widow of said deceased, and their children, namely: Ellereene Udy, Nadine Lamb and Andrew Marlo Atkinson, are the sole and only heirs at law of said deceased, and are each related to said deceased in the first degree of kinship; that the said Edith Atkinson, widow of said deceased has the right of descent of the whole of the real property of which the said deceased died seized and hereinabove described, and she is now the owner of all of the same in fee simple.

Dated August, 24, 1964.

COMPLETED

INDEXED

/s/ J. Fred Glass

Probate Judge  
(Seal of Court)

recorded August 24, 1964 at 11:45 A.M.  
Colen H. Sweeten, Jr., Recorder

Meilba Jensen, Deputy

Mr. Bernard A. Bernstein

San Francisco, California  
P.O. Box 111  
POCATELLO IDAHO 83201

10/18/77

*Handwritten signature*  
*Handwritten signature*

IN THE DISTRICT COURT OF THE STATE OF IDAHO, COUNTY OF BLAINE, IDAHO

IN RE: ESTATE OF THE DECEDENT

Case No. 207

JOHN R. BERNSTEIN,

ADMINISTRATOR OF THE ESTATE  
AND DECEASED BY TESTAMENTARY

ADMINISTRATOR.

The petition of John R. Bernstein for appointment and qualification as administrator of the estate of the decedent, and for the appointment of the said administrator as executor of the will of the decedent, and for the appointment of the said administrator as executor of the will of the decedent, is hereby approved and confirmed by the court.

1. John R. Bernstein is the only person qualified and willing to serve as administrator of the estate of the decedent.

2. The decedent is deceased and has died an intestate and no other person is known to be alive.

3. No other person has been appointed and the said John R. Bernstein claims that no one prior to the death of the decedent has claimed.

4. All debts of the decedent and of the estate, and all claims of administration, and all claims that have appeared to or against the estate have been paid.

5. The personal representative has filed a final account, and the estate is in a position to be closed.

6. Proof of service of the notice of the time for filing objections to the final account and petition for distribution has been filed herein. No objections have been filed.

7. The decedent died testate on March 19, 1977, and decedent's will was admitted to probate on June 17, 1977. By the terms of

Wiley, 1990. 200 pages. \$19.95.



© 1994 by J. B. Peterson, Jr. All rights reserved. Printed in the U.S.A.

...the ...

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the situation.

[illegible]

Class in the month of 10, 1923.

To Killers, etc. and the only and complete

SW 1/4, W. 1/2 of the NE 1/4 of Section 14, T. 14 N., R. 10 E., S. 10 E., the NW 1/4 of the NE 1/4 of Section 15; the W. 1/2 of the NE 1/4 of Section 16; oil in Section 17, T. 14 N., R. 10 E., S. 10 E., Range 14 W., State of Idaho, County of Good, State of Idaho, consisting of

2. ORDER APPROVING FINAL ACCOUNT  
AND DECREE OF DISTRIBUTION

[illegible]

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

2. Next, gather relevant information and data. This may involve research, consultation with experts, or collecting data from various sources.

3. Once the information is gathered, it is important to analyze it carefully. This involves identifying patterns, trends, and relationships that can help in understanding the problem.

4. After analysis, the next step is to develop a plan or strategy to address the problem. This may involve identifying key steps, resources, and potential risks.

5. The final step is to implement the plan and monitor the results. This involves putting the plan into action and tracking progress to ensure that the problem is being solved effectively.

11. The number of persons in the household who are employed full-time, part-time, or unemployed.

Figure 1. The effect of the initial concentration of the monomer on the polymerization of  $\alpha$ -methylstyrene initiated by  $\text{BuLi}$  in THF at  $-78^\circ\text{C}$ . The polymerization was carried out in the presence of 0.01 mole-% of  $\text{BuLi}$  in THF at  $-78^\circ\text{C}$ . The polymerization was carried out in the presence of 0.01 mole-% of  $\text{BuLi}$  in THF at  $-78^\circ\text{C}$ . The polymerization was carried out in the presence of 0.01 mole-% of  $\text{BuLi}$  in THF at  $-78^\circ\text{C}$ .

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100  
101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125  
126  
127  
128  
129  
130  
131  
132  
133  
134  
135  
136  
137  
138  
139  
140  
141  
142  
143  
144  
145  
146  
147  
148  
149  
150  
151  
152  
153  
154  
155  
156  
157  
158  
159  
160  
161  
162  
163  
164  
165  
166  
167  
168  
169  
170  
171  
172  
173  
174  
175  
176  
177  
178  
179  
180  
181  
182  
183  
184  
185  
186  
187  
188  
189  
190  
191  
192  
193  
194  
195  
196  
197  
198  
199  
200  
201  
202  
203  
204  
205  
206  
207  
208  
209  
210  
211  
212  
213  
214  
215  
216  
217  
218  
219  
220  
221  
222  
223  
224  
225  
226  
227  
228  
229  
230  
231  
232  
233  
234  
235  
236  
237  
238  
239  
240  
241  
242  
243  
244  
245  
246  
247  
248  
249  
250  
251  
252  
253  
254  
255  
256  
257  
258  
259  
260  
261  
262  
263  
264  
265  
266  
267  
268  
269  
270  
271  
272  
273  
274  
275  
276  
277  
278  
279  
280  
281  
282  
283  
284  
285  
286  
287  
288  
289  
290  
291  
292  
293  
294  
295  
296  
297  
298  
299  
300  
301  
302  
303  
304  
305  
306  
307  
308  
309  
310  
311  
312  
313  
314  
315  
316  
317  
318  
319  
320  
321  
322  
323  
324  
325  
326  
327  
328  
329  
330  
331  
332  
333  
334  
335  
336  
337  
338  
339  
340  
341  
342  
343  
344  
345  
346  
347  
348  
349  
350  
351  
352  
353  
354  
355  
356  
357  
358  
359  
360  
361  
362  
363  
364  
365  
366  
367  
368  
369  
370  
371  
372  
373  
374  
375  
376  
377  
378  
379  
380  
381  
382  
383  
384  
385  
386  
387  
388  
389  
390  
391  
392  
393  
394  
395  
396  
397  
398  
399  
400  
401  
402  
403  
404  
405  
406  
407  
408  
409  
410  
411  
412  
413  
414  
415  
416  
417  
418  
419  
420  
421  
422  
423  
424  
425  
426  
427  
428  
429  
430  
431  
432  
433  
434  
435  
436  
437  
438  
439  
440  
441  
442  
443  
444  
445  
446  
447  
448  
449  
450  
451  
452  
453  
454  
455  
456  
457  
458  
459  
460  
461  
462  
463  
464  
465  
466  
467  
468  
469  
470  
471  
472  
473  
474  
475  
476  
477  
478  
479  
480  
481  
482  
483  
484  
485  
486  
487  
488  
489  
490  
491  
492  
493  
494  
495  
496  
497  
498  
499  
500  
501  
502  
503  
504  
505  
506  
507  
508  
509  
510  
511  
512  
513  
514  
515  
516  
517  
518  
519  
520  
521  
522  
523  
524  
525  
526  
527  
528  
529  
530  
531  
532  
533  
534  
535  
536  
537  
538  
539  
540  
541  
542  
543  
544  
545  
546  
547  
548  
549  
550  
551  
552  
553  
554  
555  
556  
557  
558  
559  
560  
561  
562  
563  
564  
565  
566  
567  
568  
569  
570  
571  
572  
573  
574  
575  
576  
577  
578  
579  
580  
581  
582  
583  
584  
585  
586  
587  
588  
589  
590  
591  
592  
593  
594  
595  
596  
597  
598  
599  
600  
601  
602  
603  
604  
605  
606  
607  
608  
609  
610  
611  
612  
613  
614  
615  
616  
617  
618  
619  
620  
621  
622  
623  
624  
625  
626  
627  
628  
629  
630  
631  
632  
633  
634  
635  
636  
637  
638  
639  
640  
641  
642  
643  
644  
645  
646  
647  
648  
649  
650  
651  
652  
653  
654  
655  
656  
657  
658  
659  
660  
661  
662  
663  
664  
665  
666  
667  
668  
669  
670  
671  
672  
673  
674  
675  
676  
677  
678  
679  
680  
681  
682  
683  
684  
685  
686  
687  
688  
689  
690  
691  
692  
693  
694  
695  
696  
697  
698  
699  
700  
701  
702  
703  
704  
705  
706  
707  
708  
709  
710  
711  
712  
713  
714  
715  
716  
717  
718  
719  
720  
721  
722  
723  
724  
725  
726  
727  
728  
729  
730  
731  
732  
733  
734  
735  
736  
737  
738  
739  
740  
741  
742  
743  
744  
745  
746  
747  
748  
749  
750  
751  
752  
753  
754  
755  
756  
757  
758  
759  
760  
761  
762  
763  
764  
765  
766  
767  
768  
769  
770  
771  
772  
773  
774  
775  
776  
777  
778  
779  
780  
781  
782  
783  
784  
785  
786  
787  
788  
789  
790  
791  
792  
793  
794  
795  
796  
797  
798  
799  
800  
801  
802  
803  
804  
805  
806  
807  
808  
809  
810  
811  
812  
813  
814  
815  
816  
817  
818  
819  
820  
821  
822  
823  
824  
825  
826  
827  
828  
829  
830  
831  
832  
833  
834  
835  
836  
837  
838  
839  
840  
84

DATE: 11/11/2003  
TIME: 11:11 AM  
PAGE: 11

~~DATED THIS 24TH DAY OF SEPTEMBER, 1970~~

1. **Subject:** Mathematics  
 2. **Topic:** Algebra  
 3. **Chapter:** Linear Equations  
 4. **Section:** One-Variable Equations  
 5. **Unit:** Unit 1  
 6. **Lesson:** Lesson 1  
 7. **Page:** 1  
 8. **Date:** 10/10/2023  
 9. **Time:** 10:10  
 10. **Teacher:** Mr. Smith  
 11. **Student:** John Doe  
 12. **Score:** 100%  
 13. **Grade:** A  
 14. **Comments:** Excellent work!  
 15. **Signature:** Mr. Smith  
 16. **Stamp:** Mathematics Department  
 17. **Address:** 123 Main St.  
 18. **City:** New York  
 19. **State:** NY  
 20. **Zip:** 10001  
 21. **Phone:** 212-555-1234  
 22. **Email:** john.doe@maths.com  
 23. **Website:** www.maths.com  
 24. **Footer:** Page 1 of 1  
 25. **Page Number:** 1  
 26. **Page Count:** 1  
 27. **Page Size:** 100%  
 28. **Page Weight:** 100%  
 29. **Page Color:** White  
 30. **Page Orientation:** Portrait  
 31. **Page Margin:** 10px  
 32. **Page Header:** Mathematics  
 33. **Page Footer:** Page 1 of 1  
 34. **Page Number:** 1  
 35. **Page Count:** 1  
 36. **Page Size:** 100%  
 37. **Page Weight:** 100%  
 38. **Page Color:** White  
 39. **Page Orientation:** Portrait  
 40. **Page Margin:** 10px  
 41. **Page Header:** Mathematics  
 42. **Page Footer:** Page 1 of 1  
 43. **Page Number:** 1  
 44. **Page Count:** 1  
 45. **Page Size:** 100%  
 46. **Page Weight:** 100%  
 47. **Page Color:** White  
 48. **Page Orientation:** Portrait  
 49. **Page Margin:** 10px  
 50. **Page Header:** Mathematics  
 51. **Page Footer:** Page 1 of 1  
 52. **Page Number:** 1  
 53. **Page Count:** 1  
 54. **Page Size:** 100%  
 55. **Page Weight:** 100%  
 56. **Page Color:** White  
 57. **Page Orientation:** Portrait  
 58. **Page Margin:** 10px  
 59. **Page Header:** Mathematics  
 60. **Page Footer:** Page 1 of 1  
 61. **Page Number:** 1  
 62. **Page Count:** 1  
 63. **Page Size:** 100%  
 64. **Page Weight:** 100%  
 65. **Page Color:** White  
 66. **Page Orientation:** Portrait  
 67. **Page Margin:** 10px  
 68. **Page Header:** Mathematics  
 69. **Page Footer:** Page 1 of 1  
 70. **Page Number:** 1  
 71. **Page Count:** 1  
 72. **Page Size:** 100%  
 73. **Page Weight:** 100%  
 74. **Page Color:** White  
 75. **Page Orientation:** Portrait  
 76. **Page Margin:** 10px  
 77. **Page Header:** Mathematics  
 78. **Page Footer:** Page 1 of 1  
 79. **Page Number:** 1  
 80. **Page Count:** 1  
 81. **Page Size:** 100%  
 82. **Page Weight:** 100%  
 83. **Page Color:** White  
 84. **Page Orientation:** Portrait  
 85. **Page Margin:** 10px  
 86. **Page Header:** Mathematics  
 87. **Page Footer:** Page 1 of 1  
 88. **Page Number:** 1  
 89. **Page Count:** 1  
 90. **Page Size:** 100%  
 91. **Page Weight:** 100%  
 92. **Page Color:** White  
 93. **Page Orientation:** Portrait  
 94. **Page Margin:** 10px  
 95. **Page Header:** Mathematics  
 96. **Page Footer:** Page 1 of 1  
 97. **Page Number:** 1  
 98. **Page Count:** 1  
 99. **Page Size:** 100%  
 100. **Page Weight:** 100%  
 101. **Page Color:** White  
 102. **Page Orientation:** Portrait  
 103. **Page Margin:** 10px  
 104. **Page Header:** Mathematics  
 105. **Page Footer:** Page 1 of 1  
 106. **Page Number:** 1  
 107. **Page Count:** 1  
 108. **Page Size:** 100%  
 109. **Page Weight:** 100%  
 110. **Page Color:** White  
 111. **Page Orientation:** Portrait  
 112. **Page Margin:** 10px  
 113. **Page Header:** Mathematics  
 114. **Page Footer:** Page 1 of 1  
 115. **Page Number:** 1  
 116. **Page Count:** 1  
 117. **Page Size:** 100%  
 118. **Page Weight:** 100%  
 119. **Page Color:** White  
 120. **Page Orientation:** Portrait  
 121. **Page Margin:** 10px  
 122. **Page Header:** Mathematics  
 123. **Page Footer:** Page 1 of 1  
 124. **Page Number:** 1  
 125. **Page Count:** 1  
 126. **Page Size:** 100%  
 127. **Page Weight:** 100%  
 128. **Page Color:** White  
 129. **Page Orientation:** Portrait  
 130. **Page Margin:** 10px  
 131. **Page Header:** Mathematics  
 132. **Page Footer:** Page 1 of 1  
 133. **Page Number:** 1  
 134. **Page Count:** 1  
 135. **Page Size:** 100%  
 136. **Page Weight:** 100%  
 137. **Page Color:** White  
 138. **Page Orientation:** Portrait  
 139. **Page Margin:** 10px  
 140. **Page Header:** Mathematics  
 141. **Page Footer:** Page 1 of 1  
 142. **Page Number:** 1  
 143. **Page Count:** 1  
 144. **Page Size:** 100%  
 145. **Page Weight:** 100%  
 146. **Page Color:** White  
 147. **Page Orientation:** Portrait  
 148. **Page Margin:** 10px  
 149. **Page Header:** Mathematics  
 150. **Page Footer:** Page 1 of 1  
 151. **Page Number:** 1  
 152. **Page Count:** 1  
 153. **Page Size:** 100%  
 154. **Page Weight:** 100%  
 155. **Page Color:** White  
 156. **Page Orientation:** Portrait  
 157. **Page Margin:** 10px  
 158. **Page Header:** Mathematics  
 159. **Page Footer:** Page 1 of 1  
 160. **Page Number:** 1  
 161. **Page Count:** 1  
 162. **Page Size:** 100%  
 163. **Page Weight:** 100%  
 164. **Page Color:** White  
 165. **Page Orientation:** Portrait  
 166. **Page Margin:**

1995

1915  
1916  
1917  
1918  
1919  
1920  
1921  
1922  
1923  
1924  
1925  
1926  
1927  
1928  
1929  
1930  
1931  
1932  
1933  
1934  
1935  
1936  
1937  
1938  
1939  
1940  
1941  
1942  
1943  
1944  
1945  
1946  
1947  
1948  
1949  
1950  
1951  
1952  
1953  
1954  
1955  
1956  
1957  
1958  
1959  
1960  
1961  
1962  
1963  
1964  
1965  
1966  
1967  
1968  
1969  
1970  
1971  
1972  
1973  
1974  
1975  
1976  
1977  
1978  
1979  
1980  
1981  
1982  
1983  
1984  
1985  
1986  
1987  
1988  
1989  
1990  
1991  
1992  
1993  
1994  
1995  
1996  
1997  
1998  
1999  
2000  
2001  
2002  
2003  
2004  
2005  
2006  
2007  
2008  
2009  
2010  
2011  
2012  
2013  
2014  
2015  
2016  
2017  
2018  
2019  
2020  
2021  
2022  
2023  
2024  
2025  
2026  
2027  
2028  
2029  
2030  
2031  
2032  
2033  
2034  
2035  
2036  
2037  
2038  
2039  
2040  
2041  
2042  
2043  
2044  
2045  
2046  
2047  
2048  
2049  
2050  
2051  
2052  
2053  
2054  
2055  
2056  
2057  
2058  
2059  
2060  
2061  
2062  
2063  
2064  
2065  
2066  
2067  
2068  
2069  
2070  
2071  
2072  
2073  
2074  
2075  
2076  
2077  
2078  
2079  
2080  
2081  
2082  
2083  
2084  
2085  
2086  
2087  
2088  
2089  
2090  
2091  
2092  
2093  
2094  
2095  
2096  
2097  
2098  
2099  
2100  
2101  
2102  
2103  
2104  
2105  
2106  
2107  
2108  
2109  
2110  
2111  
2112  
2113  
2114  
2115  
2116  
2117  
2118  
2119  
2120  
2121  
2122  
2123  
2124  
2125  
2126  
2127  
2128  
2129  
2130  
2131  
2132  
2133  
2134  
2135  
2136  
2137  
2138  
2139  
2140  
2141  
2142  
2143  
2144  
2145  
2146  
2147  
2148  
2149  
2150  
2151  
2152  
2153  
2154  
2155  
2156  
2157  
2158  
2159  
2160  
2161  
2162  
2163  
2164  
2165  
2166  
2167  
2168  
2169  
2170  
2171  
2172  
2173  
2174  
2175  
2176  
2177  
2178  
2179  
2180  
2181  
2182  
2183  
2184  
2185  
2186  
2187  
2188  
2189  
2190  
2191  
2192  
2193  
2194  
2195  
2196  
2197  
2198  
2199  
2200  
2201  
2202  
2203  
2204  
2205  
2206  
2207  
2208  
2209  
2210  
2211  
2212  
2213  
2214  
2215  
2216  
2217  
2218  
2219  
2220  
2221  
2222  
2223  
2224  
2225  
2226  
2227  
2228  
2229  
2230  
2231  
2232  
2233  
2234  
2235  
2236  
2237  
2238  
2239  
2240  
2241  
2242  
2243  
2244  
2245  
2246  
2247  
2248  
2249  
2250  
2251  
2252  
2253  
2254  
2255  
2256  
2257  
2258  
2259  
2260  
2261  
2262  
2263  
2264  
2265  
2266  
2267  
2268  
2269  
2270  
2271  
2272  
2273  
2274  
2275  
2276  
2277  
2278  
2279  
2280  
2281  
2282  
2283  
2284  
2285  
2286  
2287  
2288  
2289  
2290  
2291  
2292  
2293  
2294  
2295  
2296  
2297  
2298  
2299  
2300  
2301  
2302  
2303  
2304  
2305  
2306  
2307  
2308  
2309  
2310  
2311  
2312  
2313  
2314  
2315  
2316  
2317  
2318  
2319  
2320  
2321  
2322  
2323  
2324  
2325  
2326  
2327  
2328  
2329  
2330  
2331  
2332  
2333  
2334  
2335  
2336  
2337  
2338  
2339  
2340  
2341  
2342  
2343  
2344  
2345  
2346  
2347  
2348  
2349  
2350  
2351  
2352  
2353  
2354  
2355  
2356  
2357  
2358  
2359  
2360  
2361  
2362  
2363  
2364  
2365  
2366  
2367  
2368  
2369  
2370  
2371  
2372  
2373  
2374  
2375  
2376  
2377  
2378  
2379  
2380  
2381  
2382  
2383  
2384  
2385  
2386  
2387  
2388  
2389  
2390  
2391  
2392  
2393  
2394  
2395  
2396  
2397  
2398  
2399  
2400  
2401  
2402  
2403  
2404  
2405  
2406  
2407  
2408  
2409  
2410  
2411  
2412  
2413  
2414  
2415  
2416  
2417  
2418  
2419  
2420  
2421  
2422  
2423  
2424  
2425  
2426  
2427  
2428  
2429  
2430  
2431  
2432  
2433  
2434  
2435  
2436  
2437  
2438  
2439  
2440  
2441  
2442  
2443  
2444  
2445  
2446  
2447  
2448  
2449  
2450  
2451  
2452  
2453  
2454  
2455  
2456  
2457  
2458  
2459  
2460  
2461  
2462  
2463  
2464  
2465  
2466  
2467  
2468  
2469  
2470  
2471  
2472  
2473  
2474  
2475  
2476  
2477  
2478  
2479  
2480  
2481  
2482  
2483  
2484  
2485  
2486  
2487  
2488  
2489  
2490  
2491  
2492  
2493  
2494  
2495  
2496  
2497  
2498  
2499  
2500  
2501  
2502  
2503  
2504  
2505  
2506  
2507  
2508  
2509  
2510  
2511  
2512  
2513  
2514  
2515  
2516  
2517  
2518  
2519  
2520  
2521  
2522  
2523  
2524  
2525  
2526  
2527  
2528  
2529  
2530  
2531  
2532  
2533  
2534  
2535  
2536  
2537  
2538  
2539  
2540  
2541  
2542  
2543  
2544  
2545  
2546  
2547  
2548  
2549  
2550  
2551  
2552  
2553  
2554  
2555  
2556  
2557  
2558  
2559  
2560  
2561  
2562  
2563  
2564  
2565  
2566  
2567  
2568  
2569  
2570  
2571  
2572  
2573  
2574  
2575  
2576  
2577  
2578  
2579  
2580  
2581  
2582  
2583  
2584  
2585  
2586  
2587  
2588  
2589  
2590  
2591  
2592  
2593  
2594  
2595  
2596  
25

# ATTORNEY GENERAL

## ESTATE OF ARTHUR H. ATKINSON DISTRIBUTION OF PROPERTY

### REAL PROPERTY:

SW 1/4, NE 1/2 of the SE 1/4 of Section 10;  
the NW 1/4 of the NE 1/4; the NE 1/4 of the  
NW 1/4 of Section 10; the NW 1/4 of the NW  
1/4 of Section 22; all in Township 13 S.,  
Range 35 E., Boise Meridian, County of Oneida,  
State of Idaho, comprising 37.400 acres.  
Valued at \$187.50 per acre.

W. 1/2 of the E 1/2 of the SW 1/4 of Section 1,  
Township 13 S., Range 35 E., Boise Meridian, and  
a 1/6th interest in and to the deep well, water  
and water rights, and equipment situated in the  
NW corner of the SW 1/4 of Section 1, Township  
13 S., Range 35 E., Boise Meridian, County of  
Oneida, State of Idaho, consisting of 40 acres.  
Valued at \$200.00 per acre.

### PERSONAL PROPERTY:

### SAVINGS BANK DEPOSITS:

1. 7.613  
2. 4.807  
3. 3.243  
4. 3.180

### CASH:

### TOTAL

### ANDREW M. ATKINSON

### ELMERINE UDY

### NADINE LAND

An Undivided One-  
Third Interest  
in and to said  
Real Property

Est. Val. \$12,000.00

An Undivided One-  
Third Interest  
in and to said  
Real Property

Est. Val. \$2,125.00

One Third Share  
Est. Val. \$100.00

One Third Share

Est. Val. \$100.00

Est. Val. \$1,000.00

Est. Val. \$1,000.00

Est. Val. \$1,000.00

Est. Val. \$1,000.00

An Undivided One-  
Third Interest  
in and to said  
Real Property

Est. Val. \$12,000.00

An Undivided One-  
Third Interest  
in and to said  
Real Property

Est. Val. \$2,125.00

One Third Share

Est. Val. \$100.00

Est. Val. \$100.00

Est. Val. \$1,000.00

Est. Val. \$1,000.00

Est. Val. \$1,000.00

Est. Val. \$1,000.00

An Undivided One-  
Third Interest  
in and to said  
Real Property

Est. Val. \$12,000.00

An Undivided One-  
Third Interest  
in and to said  
Real Property

Est. Val. \$2,125.00

One Third Share

Est. Val. \$100.00

Est. Val. \$100.00

Est. Val. \$1,000.00

Est. Val. \$1,000.00

Est. Val. \$1,000.00

Est. Val. \$1,000.00

\$16,875.00

\$12,000.00

\$12,000.00

\$12,000.00

The distribution of the foregoing proceeds, totaling \$16,875.00, was distributed date 19 to the heirs of the decedent as follows:

# WARRANTY DEED

Ed. Walter HEDGECOCK, ANDREW M. ATKINSON, NADENE LAMB, and  
SHERENE DEW, as tenants in common

The grantor do hereby grant, bargain, sell and convey unto ROY E. CHASE  
and SHERENE DEW, husband and wife, of Malad City, County of  
Cassia, State of Idaho

the grantor of the following described premises, to-wit: The west half of the  
East half of the Southwest quarter of Section 11, Township 35 South  
Range 33 East, Boise Meridian, containing 40 acres, together with  
one-half interest of all the waters flowing in the ditch known as  
the Carter Brothers Upper Ditch throughout the irrigation season,  
source of supply Big Lost River.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said  
Grantees, their heirs and assigns forever. And the said Grantor 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

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated 28<sup>th</sup> Day of April 1978

Nadene Lamb

Andrew M. Atkinson

Sherene Dew

STATE OF IDAHO, COUNTY OF  
on this 28<sup>th</sup> Day of April 1978  
before me, a Notary Public in and for said State,  
personally appeared Nadene Lamb

Sherene Dew and  
Andrew M. Atkinson

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  
Malad City, Idaho  
9/11/80

STATE OF IDAHO, COUNTY OF 100293  
I hereby certify that this instrument was filed  
for record in the County of

at Malad City, Idaho, on the 28<sup>th</sup> day of April  
1978, in my office, and duly recorded in Book  
of General Purpose

Notary Public  
Malad City, Idaho  
9/11/80

Form 1007-10 (Rev. 10-5-74)

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION

DEED IN SATISFACTION OF MORTGAGE INDEBTEDNESS

FOR VALUE RECEIVED, REX K. CHUG and SHIRLEY JANE CHUG,  
husband and wife

Herein referred to as grantors, hereby grant, bargain, sell and convey unto the UNITED STATES OF AMERICA, acting through the Farmers Home Administration, United States Department of Agriculture, herein referred to as grantees, the following described real property, with tenements, hereditaments and appurtenances, to-wit:

SEE ATTACHMENT

Grantors herein acknowledge that the property described herein is subject to a mortgage in favor of grantees and said mortgage is in default and subject to foreclosure. That this deed is executed and given in full satisfaction of said mortgage and is intended as a conveyance, absolute in legal effect as well as in form, of the title to said premises to the second party and not as a mortgage, trust conveyance, or security of any kind, and that possession of said premises is hereby surrendered to said party, and that in executing this deed the grantor is not acting under any misapprehension as to the effect thereof, nor under any duress, undue influence, or misrepresentation to the second party, or its agent, or attorney.

Dated July 17, 19 64

Rex K. Chug  
REX K. CHUG

Shirley Jane Chug  
SHIRLEY JANE CHUG

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

On this 17th day of July, 19 64, before me, a Notary Public in and for said County and State, personally appeared Rex K. Chug and Shirley Jane Chug's wife, to me known as to be the identical individual(s) as described in and who executed the within and foregoing instrument and whose name(s) are subscribed thereto, and acknowledged to me that he signed, and sealed and executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

L. Lee Jones  
Notary Public in and for the State  
of IDAHO  
Residing at MALAD, ID  
My Commission expires 10-15-86

(SEAL)

Until a change is requested, all tax statements shall be sent to the following address:

108231

ATTACHMENT 1

LEGAL DESCRIPTION

PARCEL 1: Township 15 South, Range 35 East, Boise Meridian.  
Section 1: E1/4SW1/4

PARCEL 2: Township 15 South, Range 35 East, Boise Meridian

Section 1: E1/4SW1/4, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND:  
Commencing at the NW Corner of the E1/4SW1/4 of Section 1; thence running East 208 feet; thence South 208 feet; thence West 208 feet; thence North 208 feet to the point of beginning.

PARCEL 3: Township 15 South, Range 35 East, Boise Meridian

Section 1: Commencing at the NW Corner of the E1/4SW1/4 of section 1; thence running East 208 feet; thence South 208 feet; thence West 208 feet; thence North 208 feet to the point of beginning. EXCEPT roadway on the North thereof.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto, and in particular, A.5B shares of water in the Grenford Pump Company.

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION

**116224 QUITCLAIM DEED**

The UNITED STATES OF AMERICA, acting through the Administrator of the Farmers Home Administration, United States Department of Agriculture, CONVEYS and QUITCLAIMS to **RAY N. DAVIS**

, Grantee, for the sum of \$70,300

all interest in the following described real estate situated in the County of **Oneida**

State of **Idaho**, to-wit:

PARCEL 1

Township 15 South, Range 35 East, Boise Meridian:  
Section 1: E $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ ; E $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$

PARCEL 2

Township 13 South, Range 35 East, Boise Meridian:  
Section 1: W $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$ , EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND: Commencing at the NW Corner of the E $\frac{1}{2}$ SW $\frac{1}{4}$  of Section 1: thence running East 208 feet; thence South 208 feet; thence West 208 feet; thence North 208 feet to the point of beginning.

PARCEL 3

Commencing at the NW Corner of the E $\frac{1}{2}$ SW $\frac{1}{4}$  of Section 1, Township 15 South, Range 35 East, Boise Meridian; thence running East 208 feet; thence South 208 feet; thence West 208 feet; thence North 208 feet to the point of beginning. EXCEPT roadway on the North thereof.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto, and in particular 4.5 shares in the Gwenford Pump Company and one-seventeenth of all the waters flowing in the ditch known as the Jones Brothers Upper Ditch throughout the irrigation season, source of supply, Big Malad River.

This deed is executed and delivered pursuant to the provisions of

a credit sale of Government Inventory Property formerly belonging  
to Rex Chugg, Advice No. 27249, by Standard Sales Contract  
Sale of Real Property By the United States and the

authority set forth in 7 CFR 1900, Subpart A.

No member of Congress shall be admitted to any share or part of this deed or to any benefit that may arise therefrom.

Dated October 26, 1989.

UNITED STATES OF AMERICA (Grantor)

By Michael A. Field  
MICHAEL A. FIELD, State Director  
Farmers Home Administration  
United States Department of Agriculture

In the presence of:

Notation No. 116224  
28 day June 1990  
10:00 O'clock A  
Joyce H. Freudenberger by JP  
County Co. Recorder  
Folio 10 Deputy  
Notarized at Request of  
E. L. Scott

ACKNOWLEDGMENT

State of Idaho )  
County of Ada )

On this 26th day of October, 1989, before me, the undersigned, a Notary Public for and in behalf of the State of Idaho, personally appeared Michael A. Field, known to me to be the State Director, Farmers Home Administration, USDA, and 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 on the day and year last above mentioned.

Chris Reninger  
CHRIS RENINGER  
Notary Public for and in behalf  
of the State of Idaho  
Residing at Meridian, Idaho  
My Bond Expires 7-6-94

## WARRANTY DEED

For Value Received, RAY N. DAVIS and PAULA M. DAVIS, husband and wife, the Grantors, do hereby grant, bargain, sell and convey unto BLACKBURN LAND & CATTLE, L.L.C. a Limited Liability Company of the State of Idaho, the Grantee, whose current address is P.O. Box 917, Pawleys Island, SC, 29585, following described premises in Oneida County, Idaho, to-wit:

Township 15 South, Range 35 East, Boise Meridian:

Section 1:

E $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$  Also,

W $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$ , EXCEPTING THEREFROM the following described tract of land: Commencing at the Northwest corner of the E $\frac{1}{2}$ SW $\frac{1}{4}$  of said Section 1, thence running East 467 feet; thence South 467 feet; thence West 467 feet; thence North 467 feet to the point of beginning. Also,

135383

Official No. 135383

18 Day December 2003

3:15 Clerk P. T.

Oneida Co. Recorder

300

Recorded at Request of

Blackburn Land & Cattle

Commencing at the Northwest corner of the E $\frac{1}{2}$ SW $\frac{1}{4}$  of said Section 1, thence running East 467 feet; thence South 467 feet; thence West 467 feet; thence North 467 feet to the point of beginning. (T-5359)

Together with Sellers' interest in all water rights, oil, gas, mineral and geothermal rights appurtenant thereto

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, it's successors 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 they are free from all encumbrances and that they will Warrant and Defend the same from all lawful claims.

Dated November 14, 2003

Ray N. Davis  
RAY N. DAVIS

Paula M. Davis  
PAULA M. DAVIS

STATE OF IDAHO  
COUNTY OF ONEIDA, ss

On this 14th day of November, 2003, before me, a Notary Public in and for said State, personally appeared RAY N. DAVIS and PAULA M. DAVIS, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.



Juan Williams  
Notary Public  
Residing at Malad City, Idaho  
My Commission Expires 5-6-2009

Microfilm No. 135385  
18 Day December 2003  
At 3:25 O'clock P M  
Debbie Anderson  
Oneida Co. Recorder  
Fee \$ 9.00 Deputy  
Recorded at Request of  
Debbie Anderson & Title

## WARRANTY DEED

For Value Received, **BLACKBURN LAND & CATTLE, L.L.C.**, an Idaho Limited Liability Company, the Grantor, does hereby grant, bargain, sell and convey unto **PHEASANT BROOK, L.L.C.**, an Idaho Limited Liability Company, the Grantee, whose current address is 3125 South 4100 West, Malad City, ID 83252, the following described premises in Oneida County, Idaho, to-wit:

### SEE SCHEDULE "A" ATTACHED HERETO

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their successors 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.

Dated November 14, 2003.

**BLACKBURN LAND & CATTLE, L.L.C.**

Jeremy Blackburn Manager  
JEREMY BLACKBURN, Member/Manager  
Mayako Blackburn Member

STATE OF SOUTH CAROLINA  
COUNTY OF Georgetown ss

On this 21<sup>st</sup> day of November, 2003, before me, a Notary Public in and for said State, personally appeared JEREMY BLACKBURN, known to me to be the Member/Manager of Blackburn Land & Cattle, L.L.C., an Idaho Limited Liability Company who executed the within instrument and acknowledged to me that said Limited Liability Company executed the same.

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

Michael J. Nomin  
Notary Public  
Residing at: 10517 Ocean Hwy, Pawleys Island, SC  
My Commission Expires: May 22, 2006 29585

**SCHEDULE "A"**  
Deed to Pheasant Brook, L.L.C.

Real Property situated in the County of Oneida, State of Idaho:

**PARCEL 1:**

Township 15 South, Range 35 East, Boise Meridian:

Section 1:

E $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$  Also,

W $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$ , EXCEPTING THEREFROM the following described tract of land: Commencing at the Northwest corner of the E $\frac{1}{2}$ SW $\frac{1}{4}$  of said Section 1, thence running East 467 feet; thence South 467 feet; thence West 467 feet; thence North 467 feet to the point of beginning. Also,

Commencing at the Northwest corner of the E $\frac{1}{2}$ SW $\frac{1}{4}$  of said Section 1, thence running East 467 feet; thence South 467 feet; thence West 467 feet; thence North 467 feet to the point of beginning. (T-5359)

**PARCEL 2:**

Township 15 South, Range 35 East, Boise Meridian:

Section 11: Commencing at the Northeast Corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 11, thence running West 29.2 rods; thence South 34°30' West 16 rods; thence North 73°00' West 16 rods; thence North 8.44 rods to 40-acre line; thence West 19.24 rods; thence South 160 rods; thence East 73 rods; thence North 160 rods to the point of beginning. (T-931). EXCEPTING THEREFROM the following described parcel of land:

Beginning at the Northeast Corner of said Section 11; thence North 89°14'20" West 1207.72 feet along the North line of said Section 11; thence South 1339.42 feet to a 5/8" rebar with cap labeled "A. A. HUDSON PLS 4735" set on a fence line, the True Point of Beginning; thence along a fence line through the following courses: North 88°35'59" East 248.00 feet to a 5/8" rebar with cap; South 84°08'49" East 48.42 feet to a 5/8" rebar with cap; thence South 31°03'13" East 138.58 feet to a 5/8" rebar with cap; thence South 61°07'36" East 103.78 feet to a 5/8" rebar with cap; thence South 66°56'40" East 71.61 feet to a 5/8" rebar with cap set on the Westerly right-of-way line of Samaria Road; thence South 38°13'33" West 526.88 feet along said right-of-way line to a 5/8" rebar with cap set on the Northerly right-of-way line of a County Road; thence North 87°23'03" West 170.55 feet along said right-of-way line to a 5/8" rebar with cap set at a fence line; thence North 12°09'57" West 129.12 feet along a fence line to a 5/8" rebar with cap; thence North 01°10'24" West 164.36 feet to a 5/8" rebar with cap set at a fence corner; thence North 00°28'53" East 311.34 feet to the True Point of Beginning.

ALSO,

Commencing at the Southwest Corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 12, Township 15 South, Range 35 East, Boise Meridian; thence running North 142 rods to a point in the center of the Big Malad River at a point 18 rods South of the Northwest Corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 12; thence following the meandering course of said river in a Southeasterly direction to a point 5 rods West of the Southeast Corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 12; thence West 155 rods to the point of beginning. (T-932).

**SCHEDULE "A" Continued, Page 2**  
**Deed to Pheasant Brook, L.L.C.**

TOGETHER with Grantor's interest in all water and water rights and ditch rights used in connection therewith, including well permit #33621 and water right #15-2072 filed with the State of Idaho, Department of Water Resources.

**PARCEL 3:**

Township 15 South, Range 35 East, Boise Meridian:

Section 1: W $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$

Section 12: E $\frac{1}{2}$ SE $\frac{1}{4}$ ; S $\frac{1}{2}$ NE $\frac{1}{4}$ ; N $\frac{1}{2}$ NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ SE $\frac{1}{4}$ ; N $\frac{1}{2}$ NE $\frac{1}{4}$ ;

All that part of the S $\frac{1}{2}$ NW $\frac{1}{4}$  and the NE $\frac{1}{4}$ SW $\frac{1}{4}$  lying North and East of the Big Malad River as the same now flows (T-930);

EXCEPTING THEREFROM 2 acres in a compact form located in the Northwest corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 12, heretofore conveyed to Gwenford Mill and Elevator Company by Deed recorded in Book 13, Page 256, records of Oneida County, Idaho.

Section 13: E $\frac{1}{2}$ NE $\frac{1}{4}$

Township 15 South, Range 36 East, Boise Meridian:

Section 7: Commencing at the Northwest Corner of Section 7; thence East 88 rods 5 feet; thence South 145 rods; thence West 88 rods 5 feet; thence North 145 rods to the place of beginning. (T-997)

**PARCEL 4:**

That property described as Assessor's Tax No. 230 being in Section 12, Township 15 South, Range 35 East, Boise Meridian, and described as follows:

2 acres in a compact form located in the Northwest corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 12, heretofore conveyed to Gwenford Mill and Elevator Company by Deed recorded in Book 13, Page 256, records of Oneida County, Idaho.

ALSO, All that part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 11, Township 15 South, Range 36 East, Boise Meridian, lying South and East of the County Road running through said 40 acre tract. T-3976.

TOGETHER with Grantor's interest in all water and water rights and ditch rights used in connection therewith, including all wells and artesian wells, an Irrigation well located East of headquarters as evidenced under Permit No. 29963 issued by the States of Idaho, Department of Water Resources, as to a  $\frac{1}{2}$  interest. And a one-fourth interest in an irrigation well located on the North end of the above premises under an agreement with Grantor and other well users.

NTO-1842  
L. VICTOR RICHES  
10410 WEST LOYOLA DR.  
LOS ALTOS, CA 94024

Microfilm No. 141414  
Day 10 August 2007  
Time 1:50  
Object Notarize  
Notary Nathan Murphy  
Oneida Co. Recorder  
Fee \$ 9.00 Deputy  
Recorded at Request of Nathan Little Co.

## SPECIAL WARRANTY DEED

PHEASANT BROOK, L.L.C., AN IDAHO LIMITED LIABILITY COMPANY, Grantor(s) of MALAD CITY, County of ONEIDA, State of ID, hereby **CONVEY AND WARRANT** to PEOA RIVER VALLEY RANCH LAND, LLC, AND G. JEFFREY PICKETT, a married man as his sole and separate property, AND GREGORY PICKETT, a single man, AND KATHLEEN PICKETT, a married woman as her sole and separate property, AND ANGIE RICHES, a married woman as her sole and separate property, AND L. VICTOR RICHES, JR., a married man as his sole and separate property, AND KEVIN RICHES, a married man as his sole and separate property, AND KENNETH RICHES, a married man as his sole and separate property, AND JAMES PICKETT, a married man as his sole and separate property, AND CREATIVE CENTER OF LOS ALTOS, INC. Grantee(s) of LOS ALTOS, County of SANTA CLARA, State of CA for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Oneida County, State of Idaho:

SEE ATTACHED EXHIBIT "A"

TOGETHER WITH ALL GRANTORS IMPROVEMENTS AND WATER RIGHTS APPURTENANT TO THE PROPERTY

Subject to easements, restrictions and rights of way of record, and taxes for the year 2007 and thereafter.

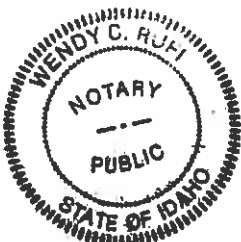
Witness, the hand(s) of said Grantor(s), this August 10, 2007.

PHEASANT BROOK, L.L.C., AN IDAHO LIMITED LIABILITY COMPANY

*Kimble Blackburn*  
By: KIMBLE BLACKBURN  
MANAGER

State of Idaho )  
County of Oneida )

On August 10, 2007, personally appeared before me KIMBLE BLACKBURN, who, being by me duly sworn, did say that he is the Manager of PHEASANT BROOK, L.L.C., AN IDAHO LIMITED LIABILITY COMPANY, and that the said instrument was signed in behalf of said Limited Liability Company by the authority of its Articles of Organization and Operating Agreement, and the aforesaid individual acknowledged to me that said Company executed the same.



*Wendy C. Ruffi*  
Notary Public: WENDY C. RUFFI  
Residing: MALAD CITY, ID  
Expires: 2/28/2011

## EXHIBIT "A"

## PARCEL 1

TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO:  
SECTION 1: THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER.

## ALSO

THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER.

## EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND:

COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 1, THENCE RUNNING EAST 467 FEET; THENCE SOUTH 467 FEET; THENCE WEST 467 FEET; THENCE NORTH 467 FEET TO THE POINT OF BEGINNING.

## ALSO

COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 1, THENCE RUNNING EAST 467 FEET; THENCE SOUTH 467 FEET; THENCE WEST 467 FEET; THENCE NORTH 467 FEET TO THE POINT OF BEGINNING. T-5359

## PARCEL 2

TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO:  
SECTION 11: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO: THENCE RUNNING WEST 29.2 RODS; THENCE SOUTH 34° 30' WEST 16 RODS; THENCE NORTH 73° 00' WEST 16 RODS; THENCE NORTH 8.44 RODS TO 40 ACRE LINE; THENCE WEST 19.24 RODS; THENCE SOUTH 160 RODS; THENCE EAST 73 RODS; THENCE NORTH 160 RODS TO THE POINT OF BEGINNING. T-931

## EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 11; THENCE NORTH 89° 14' 20" WEST 1207.72 FEET ALONG THE NORTH LINE OF SAID SECTION 11; THENCE SOUTH 1339.42 FEET TO A 5/8" REBAR WITH CAP LABELED "A.A. HUDSON PLS 4735" SET ON A FENCE LINE, THE TRUE POINT OF BEGINNING; THENCE ALONG A FENCE LINE THROUGH THE FOLLOWING COURSES" NORTH 88° 35' 59" EAST 248.00 FEET TO A 5/8" REBAR WITH CAP; SOUTH 84° 08' 49" EAST 48.42 FEET TO A 5/8" REBAR WITH CAP; THENCE SOUTH 31° 03' 13" EAST 138.58 FEET TO A 5/8" REBAR WITH CAP; THENCE SOUTH 61° 07' 36" EAST 103.78 FEET TO A 5/8" REBAR WITH CAP; THENCE SOUTH 66° 56' 40" EAST 71.61 FEET TO A 5/8" REBAR WITH CAP SET ON THE WESTERLY RIGHT OF WAY LINE OF SAMARIA ROAD; THENCE SOUTH 38° 13' 33" WEST 526.88 FEET ALONG SAID RIGHT OF WAY LINE TO A 5/8" REBAR WITH CAP SET ON THE NORTHERLY RIGHT OF WAY LINE OF A COUNTY ROAD; THENCE NORTH 87° 23' 03" WEST 170.55 FEET ALONG SAID RIGHT OF WAY LINE TO A 5/8" REBAR WITH CAP SET AT A FENCE LINE; THENCE NORTH 12° 09' 57" WEST 129.12 FEET ALONG A FENCE LINE TO A 5/8" REBAR WITH CAP; THENCE NORTH 01° 10' 24" WEST 164.36 FEET TO A 5/8" REBAR WITH CAP SET AT A FENCE CORNER; THENCE NORTH 00° 28' 53" EAST 311.34 FEET TO THE TRUE POINT OF BEGINNING.

## ALSO

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO: THENCE RUNNING NORTH 142 RODS TO A POINT IN THE CENTER OF THE BIG MALAD RIVER AT A POINT 18 RODS SOUTH OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE FOLLOWING THE MEANDERING COURSE OF SAID RIVER IN A SOUTHEASTERLY DIRECTION TO A POINT 5 RODS WEST OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12; THENCE WEST 155 RODS TO THE POINT OF BEGINNING. T-932

## PARCEL 3

TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO.  
SECTION 1: THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER.

SECTION 12: THE EAST HALF OF THE SOUTHEAST QUARTER, THE SOUTH HALF OF THE NORTHEAST QUARTER, THE NORTH HALF OF THE NORTHWEST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THE NORTH HALF OF THE NORTHEAST QUARTER. ALL THAT PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER LYING NORTH AND EAST OF THE BIG MALAD RIVER AS THE SAME NOW FLOWS. T-930

EXCEPTING THEREFROM 2 ACRES IN A COMPACT FORM LOCATED IN THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12, HERETOFORE CONVEYED TO GWENFORD MILL AND ELEVATOR COMPANY BY DEED RECORDED IN BOOK 13, PAGE 256, RECORDS OF ONEIDA COUNTY, IDAHO.

SECTION 13: THE EAST HALF OF THE NORTHEAST QUARTER.

TOWNSHIP 15 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO.  
SECTION 7: COMMENCING AT THE NORTHWEST CORNER OF SECTION 7; THENCE EAST 88 RODS 5 FEET; THENCE SOUTH 145 RODS; THENCE WEST 88 RODS 5 FEET; THENCE NORTH 145 RODS TO THE PLACE OF BEGINNING. T-997

#### PARCEL 4

THAT PROPERTY DESCRIBED AS ASSESSOR'S TAX NO. 230 BEING IN SECTION 12, TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO AND DESCRIBED AS FOLLOWS:

2 ACRES IN A COMPACT FORM LOCATED IN THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12, HERETOFORE CONVEYED TO GWENFORD MILL AND ELEVATOR COMPANY BY DEED RECORDED IN BOOK 13, PAGE 256, RECORDS OF ONEIDA COUNTY, IDAHO.

#### ALSO

ALL THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO, LYING SOUTH AND EAST OF THE COUNTY ROAD RUNNING THROUGH SAID 40 ACRE TRACT. T-3976

TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO.  
SECTION 1: THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER.

TRACT

D

The E1/2E1/2SW1/4 OF Section 1 Township 15 South Range 35 East

PARCEL # Part RP0263402

|                                                                                                                                                                   |    |                                                                                                                                                                                                  |        |        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------|
| JN Ireland Bank                                                                                                                                                   | to | John E Jones, Daniel Jones (Jones Bros)                                                                                                                                                          | Deed   | 9616   |
| John E Jones, Daniel Jones (Jones Bros)                                                                                                                           | to | John T. Jones                                                                                                                                                                                    | Deed   | 25480  |
| John T. Jones                                                                                                                                                     | to | John E. Jones                                                                                                                                                                                    | Deed   | 36816  |
| John E. Jones                                                                                                                                                     | to | George M. Scott                                                                                                                                                                                  | Deed   | 37590  |
| George M. Scott                                                                                                                                                   | to | John E. Jones                                                                                                                                                                                    | Deed   | 41359  |
| John E. Jones                                                                                                                                                     | to | Winniefred E. Jones                                                                                                                                                                              | Decree | 52763  |
| Winniefred E. Jones                                                                                                                                               | to | Lewis W. Waldron                                                                                                                                                                                 | Deed   | 67905  |
| Lewis Waldron                                                                                                                                                     | to | Rex Waldron                                                                                                                                                                                      | Deed   | 84306  |
| Rex Waldron                                                                                                                                                       | to | M and J Enterprises                                                                                                                                                                              | Deed   | 96950  |
| M and J Enterprises                                                                                                                                               | to | Rex K. Chugg, Shirley Jane Chugg                                                                                                                                                                 | Deed   | 99311  |
| Rex Kay Chugg and Shirley Jane Chugg                                                                                                                              | to | USA, FSA-USDA                                                                                                                                                                                    | Deed   | 108291 |
| USA, FSA-USDA                                                                                                                                                     | to | Ray N. Davis                                                                                                                                                                                     | Deed   | 116224 |
| Ray N. Davis                                                                                                                                                      | to | Pheasant Brook, LLC                                                                                                                                                                              | Deed   | 138944 |
| Pheasant Brook, LLC                                                                                                                                               | to | PEOA River Valley Ranch Land, G. Jeffrey Pickett, Gregory Pickett, Kathleen Pickett, Angie Riches, L. Victor Riches, Kevin Riches, Kenneth Riches, James Pickett, & Creative Center of Los Altos | Deed   | 141414 |
| PEOA River Valley Ranch Land, G. Jeffrey Pickett, Gregory Pickett, Kathleen Pickett, Angie Riches, L. Victor Riches, Kevin Riches, Kenneth Riches, James Pickett, | to | Lawrence V. Riches, Carolyn Riches, Kevin G. Riches, Melissa B. Riches Garth E. Pickett , Kathleen R. Pickett PEOA River Valley Ranch Land                                                       | Deed   | 141796 |

& Creative Center of Los Altos

|                                     |    |                                     |      |        |
|-------------------------------------|----|-------------------------------------|------|--------|
| Lawrence V. Riches & Carolyn Riches | to | Triple R. Development, LLC (1.33%)  | Deed | 142042 |
| Lawrence V. Riches & Carolyn Riches | to | Triple R. Development, LLC (14.92%) | Deed | 142103 |

|                                                                                                                                                                                         |    |                                                                                                                                                                                                                                                                                                                                                                                                                                       |      |        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--------|
| Lawrence V. Riches, Carolyn Riches,<br>Triple R. Development, LLC,<br>Kevin G. Riches, Melissa B. Riches,<br>Garth E. Pickett, Kathleen R. Pickett<br>PEOA River Valley Ranch Land, LLC | to | Lawrence Victor Riches, Carolyn Riches<br>Kevin Riches, Melissa B. Riches,<br>Kenneth Riches, Kathy Riches<br>Angie Riches (Banks), Derek Banks,<br>Kathleen Pickett, Garth Pickett,<br>Heather MCCaully, Mark MCCaully<br>G. Jeffrey Pickett, Tracy Pickett<br>Gregory Pickett, Madeleine Pickett<br>James Pickett, Molly Pickett, Ted Helvey,<br>Michelle Helvey, Creative Center of Los Altos, Inc.,<br>Triple R. Development, LLC | Deed | 142996 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--------|

|                                 |    |                                                                                                        |      |        |
|---------------------------------|----|--------------------------------------------------------------------------------------------------------|------|--------|
| Kevin Riches, Melissa B. Riches | to | Kevin G. Riches, Melissa Bredt Riches<br>Trustees of the Kevin and Melissa<br>Riches Trust, 07-19-2001 | Deed | 151106 |
|---------------------------------|----|--------------------------------------------------------------------------------------------------------|------|--------|

|                                        |    |                                                                                                           |      |        |
|----------------------------------------|----|-----------------------------------------------------------------------------------------------------------|------|--------|
| Lawrence Victor Riches, Carolyn Riches | to | Lawrence Victor Riches, Jr ,<br>and Carolyn C. Riches, Trustees of<br>the Riches Family Trust, 06-12-1998 | Deed | 151109 |
|----------------------------------------|----|-----------------------------------------------------------------------------------------------------------|------|--------|

Instrument No. 5464

This Indenture, Made this 5th day of August in the year of our Lord one thousand nine hundred and sixteen BETWEEN J. H. Ireland & Co. P. O. Box 100, Boise, Idaho

of Mountain View County of Blaine State of Idaho part of of the first part, and James B. Cox, being John C. and William C. of

of Cammerford County of Blaine State of Idaho the parties of the second part. WITNESSETH: That the said part of the first part, for and in consideration of the sum of

One Hundred Dollars, of the United States of America, to in hand paid by the said part of the second part, the receipt whereof is hereby acknowledged, have Granted, Bargained and Sold, and by these presents do Grant, Bargain, Sell, Convey and Confirm unto the said part of the second part, and to their heirs and assigns forever, all the following described real estate, situated in Blaine County, State of Idaho, to-wit:

The South East quarter and the East half of the South West quarter of Section 1 in Township 15 South Range 35 East of the Boise Meridian, containing 240 acres more or less.

TOGETHER with all and singular, the tenements, hereditaments and appurtenances therunto 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 part 1, of the first part:

TO HAVE AND TO HOLD all and singular the above mentioned and described premises, together with the appurtenances, unto the part 2 of the second part, and to his heirs and assigns forever. And the said part 2 of the first part, and his heirs, the said premises in the quiet and peaceable possession of the said part 2 of the second part, their heirs and assigns, against the said part 1 of the first part, and his heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same, shall and will WARRANT and by these presents forever DEFEND.

IN WITNESS WHEREOF, The said part 2 of the first part has hereunto set its hand and seal, the day and year first above written.

Signed, sealed and delivered in presence of

W. C. McHenry

W. C. McHenry (SEAL)  
W. C. McHenry (SEAL)  
President (SEAL)  
(SEAL)

STATE OF IDAHO.

County of Blaine

On this 11 day of August 1908, before me.

W. C. McHenry in and for said County, personally appeared W. C. McHenry

known to me to be the person whose name W. C. McHenry subscribed to the within instrument, and acknowledged to me that he executed the same. And on this 11 day of August 1908, before me, the officer above described, personally appeared W. C. McHenry known to me to be the person whose name is subscribed to the within instrument, described as a married woman; and upon an examination without the hearing of her husband, I made her acquainted with the contents of the instrument, and thereupon she acknowledged to me that she executed the same, and that she does not wish to retract such execution.

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

My commission expires 190

W. C. McHenry  
Notary Public

Filed for record the 17 day of Aug A. D. 1908, at 11 o'clock A. M.

By W. C. McHenry  
Ex-Officio Recorder.  
Deputy.

This Indenture, Made this 19th day of November in the year of our Lord, one thousand nine hundred  
Fourteen between Jones Brothers, Dan.E.Jones and John.E.Jones

Gwenford County of Oneida State of Idaho the part 188 of the first part, and  
John.E.Jones  
Gwenford County of Oneida State of Idaho the part 7 of the second part

Witnesseth: That the said part 188 of the first part, for and in consideration of the sum of  
Forty-Two Hundred Dollars, lawful money of the United States of America, to them in  
paid by the said part 7 of the second part, the receipt whereof is hereby acknowledged, he has granted, bargained and sold, and by these  
into do grant, bargain, sell, convey and confirm unto the said part 7 of the second part, and to his heirs and assigns  
or, all the following described real estate situated in Oneida County, State of Idaho, to-wit:

Commencing at the Southeast corner of the southwest quarter of section One township  
fifteen south range thirty-five east Boise Meridian, thence running west forty rods,  
thence running north One hundred and sixty rods, thence running east forty rods, and thence  
running south one hundred sixty rods to place of commencement, containing forty acres of  
land, together with One-seventeenth of all the waters that flow in the upper Jones Bro-  
thers Irrigation Ditch, during east and every irrigation season.

for with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and  
residue, remainder and remainders, rents, issues and profits thereof, and all estates, right, title and interest in and to the said property, as well in law as in  
of the said part 188 of the first part.

To Have and to Hold all and singular the above mentioned and described premises, together with the appurtenances, unto the said part 7  
second part, and to his heirs and assigns forever. And the said part 188 of the first part, and their heirs, the  
witness in a quiet and peaceable possession of the said part 7 of the second part, his heirs and assigns, against the said  
188 of the first part, and their heirs and assigns all and every person and persons whomsoever lawfully claiming or to claim the same  
and will warrant and by these presents forever defend.

In Witness Whereof, the said part 188 of the first part have hereunto set their hand and seal the day and year first  
written.

Signed, Sealed and Delivered in the Presence of

Jones Brothers

(SEAL)

Dan.E.Jones

(SEAL)

John.E.Jones

(SEAL)

(SEAL)

B.D.DAVIS

County of Idaho, ss. On this 19th day of November in the year 19 14 before me  
Notary Public in and for said County, personally appeared

Jones Brothers, Dan.E.Jones and John.E.Jones

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

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

(SEAL)  
Notary Public

B.D.Davis

Notary Public.

for record this 20th day of November

A.D. 19 14 at 2.20 o'clock P.M.

John J. Evans  
Ex-Officio Recorder.

By

Deputy.

Instrument No. 35816

THIS INDENTURE, Made this 26th day of September in the year of our Lord one thousand nine hundred and twenty-one between John T. Jones and his wife, Margaret Jones

of Maled, County of Oneida State of Idaho the parties of the first part, and  
John E. Jones  
of Maled City County of Oneida State of Idaho the party of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of

One:----- Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all the following described real estate situated in Oneida County, State of Idaho, to-wit: Commencing at the South-east corner of the Southwest quarter of section 1 in Township 15 south, of Range 35 East, of the Boise Meridian; thence running West 40 rods; thence North 160 rods; thence East 40 rods; thence South 160 rods to the place of beginning, containing 40 acres.

Also one-seventeenth of all the waters that flow in the Jones Brothers Upper Ditch used for irrigation purposes, during each and every irrigation season of each and every year.

*Dec. 13, 1923. #4 - Person stamp attached to Affidavit & Cancelled*  
*J. Peter Jones*  
*Recorder*

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

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

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

Signed, Sealed and Delivered in the Presence of

Jedd Jones Jr.

John T. Jones

[SEAL]

Margaret Jones

[SEAL]

[SEAL]

[SEAL]

STATE OF Idaho

County of Oneida

On this 26th day of September in the year 1921 before me,

Jedd Jones Jr.

a Notary Public

in and for said County, personally appeared

John T. Jones and his wife, Margaret Jones

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.

Jedd Jones Jr.,

Residing at Maled, Idaho

[SEAL]  
Commission Expires

Filed for record this 25th day of October

A. D. 1921 at 1:10 P'clock P. M.

J. Peter Jones

Ex-Officio Recorder.

By

Deputy.

CORRECTION

Instrument No. 37590

JEDD JONES JR., Notary Public, Boise, Idaho

THIS INDENTURE, Made this 6th day of March In the year of our Lord one thousand nine hundred and twenty-two between John E. Jones and his wife, Winnefred E. Jones, of Malad City County of Oneida State of Idaho the part 1<sup>st</sup> of the first part, and George H. Scott of Malad County of Oneida State of Idaho the part 2<sup>d</sup> of the second part.

WITNESSETH: That the said part 1<sup>st</sup> of the first part, for and in consideration of the sum of Forty-five Hundred & no/100----- Dollars, lawful money of the United States of America, to them in hand paid by the said part 2<sup>d</sup> of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said part 1<sup>st</sup> of the first part, and to his heirs and assigns forever, all the following described real estate situated in Oneida County, State of Idaho, to-wit: Commencing at the south-east corner of the South-west quarter of Section One(1) in Township 15 South, of Range 25 East, of the Boise Meridian; thence running West 40 rods; thence North 160 rods; thence East 40 rods; thence South 160 rods to the place of beginning, containing 40 acres. Together with one-seventeenth of all the waters that flow in the Jones Brothers Upper Ditch used for irrigation purposes during each and every irrigation season of each and every year. This deed is given subject in all respects to one certain mortgage for the sum of \$1500.00 dated Dec. 24, 1920 and due in five years after date executed by John E. Jones and his wife, Margaret Jones to Utah Mortgage Loan Corporation, Logan, Utah and recorded Jan. 4, 1921 in Book U of mortgages page, 190, records of Oneida County, Idaho, which mortgage the grantee herein agrees to pay when due, together with interest thereon at the rate of 9 per cent per annum, payable semi-annually from date until paid. Grantors herein agree to pay all State and County Taxes for the year 1921.

Dec. 13, 1922 \$3<sup>00</sup> Revenue Stamp Attached & duly cancelled.

J. Peter Jensen, Recorder.

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 estates, right, title and interest in and to the said property, as well in law as in equity, of the said part 1<sup>st</sup> of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the said part 1<sup>st</sup> of the first part, and to his heirs and assigns forever. And the said part 1<sup>st</sup> of the first part, and their heirs, the said premises in a quiet and peaceable possession of the said part 1<sup>st</sup> of the first part, his heirs and assigns, against the said part 2<sup>d</sup> of the second part, and their heirs and against all and every person and persons whomsoever lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

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

Signed, Sealed and Delivered in the Presence of

Jedd Jones Jr.  
no cash consideration  
Note, \$1500.00  
" 2200.00  
" 200.00  
" 200.00  
" 200.00

John E. Jones [SEAL]  
Winnefred E. Jones. [SEAL]  
[SEAL]  
[SEAL]

STATE OF IDAHO

County of ONEIDA ss. On this 6th day of March In the year 1922 before me,

Jedd Jones Jr. a Notary Public In and for said County, personally appeared

John E. Jones and his wife, Winnefred E. Jones,

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

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

[SEAL]  
Commission Expires

Jedd Jones Jr., Notary Public.  
Residing at Malad City, Idaho.

Filed for record this 7th day of March

A. D. 1922 at 2:00 o'clock P. M.

J. Peter Jensen

Ex-Officio Recorder.

COMPAILED

By

Deputy.

Instrument No. 41359

THIS INDENTURE, Made this 11th day of April In the year of our Lord one thousand nine hundred and twenty-five between George M. Scott and his wife Naomi Scott

of Malad County of Oneida State of Idaho the parties of the first part, and  
of John G. Jones Malad County of Oneida State of Idaho the party of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Forty six hundred sixty five & 56/100 --- Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all the following described real estate situated in Oneida County, State of Idaho, to-wit:

Commencing at the southeast corner of the southwest quarter of section 1, in township 15 south, of range 55 east, of the Boise meridian, thence running east 40 rods; thence north 160 rods; thence west 40 rods; thence south 160 rods, to the place of beginning containing 40 acres; also one-seventeenth of all the waters that flow in the Jones Brothers upper ditch used for irrigation purposes during each and every irrigation season of each and every year

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estates, right, title and interest in and to the said property, as well in law as in equity, of the said part 1st of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever. And the said part 1st of the first part, and their heirs, the said premises in a quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said part 1st of the first part, and their heirs and against all and every person and persons whomsoever lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of

George M. Scott [SEAL]

Naomi Scott [SEAL]

[SEAL]

[SEAL]

STATE OF IDAHO

County of CHENOA

On this 11th day of April

In the year 1925 before me,

a Notary public

in and for said County, personally appeared

George M. Scott and his wife Naomi Scott

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

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

[SEAL]  
Commission Expires

(SEAL) T. E. Ray Notary Public for Idaho  
residing at Malad, Idaho.

Filed for record this 21 day of April A. D. 19 25 at 10:00 o'clock A. M.

J. Peter Jensen  
Ex-Officio Recorder.

By J. W. Jensen  
Deputy.

COMPARED

I hereby certify that this instrument is for record at  
 request of Michael J. Humphries on this 27 day of April  
 at Malad, Idaho in my office  
 and duly recorded on this 27 day of April 1979  
 Fee 1.00  
Laura E. Crowther  
 Recorder

Reception 11  
 Indexed 111

By \_\_\_\_\_  
 Deputy

(DO NOT WRITE ABOVE THIS LINE)

## WARRANTY DEED

For Value Received

MICHAEL J. HUMPHRIES and JACKIE HUMPHRIES, husband and wife  
dba M & J Enterprises, Inc  
 the grantors, do hereby grant, bargain, sell and convey unto

Rex Kay Chugg and Shirley Jane Chugg, husband and wife  
Malad, Idaho

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

Township 15 South, Range 35 East, Boise Meridian  
Section 1: East Half of the West Half of the  
Southwest Quarter and the East Half of the  
East Half of the Southwest Quarter

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee<sup>s</sup>,  
 their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said  
 Grantee<sup>s</sup>, that the grantee the owner in fee simple of said premises; that they are free from all in-  
 cumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: April 26, 1979

State of Idaho

County of Oneida } ss. On the 26th day of April A.D. 19 79

personally appeared before me

Michael J. Humphries and Jackie Humphries, his wife

the signers of the within instrument, who duly acknowledged to me that they  
 executed the same

Laura E. Crowther  
 Notary Public

Residing at Malad, Idaho

My Commission expires 8-15-79

Mail deed to:

Mail tax notice to:

Form Fm-A-10 4-5-7  
(Rev. 10-5-76)

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION

DEED IN SATISFACTION OF MORTGAGE INDEBTEDNESS

FOR VALUE RECEIVED: REX K. CHUGG and SHIRLEY JANE CHUGG,  
Husband and wife

Herein referred to as grantors, hereby grant, bargain, sell and convey unto the UNITED STATES OF AMERICA, acting through the Farmers Home Administration, United States Department of Agriculture, herein referred to as grantee, the following described real property, with tenements, hereditaments and appurtenances, to wit:

SEE ATTACHMENT

Grantors herein acknowledge that the property described herein is subject to a mortgage in favor of grantee and said mortgage is in default and subject to foreclosure. That this deed is executed and given in full satisfaction of said mortgage and is intended as a conveyance, absolute in legal effect as well as in form, of the title to said premises to the second party and not as a mortgage, trust conveyance, or security of any kind, and that possession of said premises is hereby surrendered to said party, and that in executing this deed the grantor is not acting under any misapprehension as to the effect thereof, nor under any duress, undue influence, or misrepresentation by the second party, or its agent, or attorney.

Dated JULY 17, 19 84

STATE OF }  
COUNTY OF } ss.

Rex K. Chugg  
REX K. CHUGG  
Shirley Jane Chugg  
SHIRLEY JANE CHUGG

On this 17th day of July, 19 84, before me, a Notary Public in and for said County and State, personally appeared Rex K. Chugg and Shirley Jane Chugg his wife, to me known as to be the identical individual(s) as described in and who executed the within and foregoing instrument and whose name(s) are subscribed thereto, and acknowledged to me that he signed, and sealed and executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

L. Lee Jones  
Notary Public in and for the State  
of IDAHO  
Residing at MALAD, ID  
My Commission expires 10-15-86

(SEAL)

Until a change is requested, all tax statements shall be sent to the following address:

108291

ATTACHMENT 1

LEGAL DESCRIPTION

PARCEL 1: Township 15 South, Range 35 East, Boise Meridian:

Section 1: 208 feet; 208 feet;

PARCEL 2: Township 15 South, Range 35 East, Boise Meridian:

Section 1: 208 feet; EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND: Commencing at the NW Corner of the E-1/4 of Section 1; thence running East 208 feet; thence South 208 feet; thence West 208 feet; thence North 208 feet to the point of beginning.

PARCEL 3: Township 15 South, Range 35 East, Boise Meridian:

Section 1: Commencing at the NW Corner of the E-1/4 of section 1; thence running East 208 feet; thence South 208 feet; thence West 208 feet; thence North 208 feet to the point of beginning. EXCEPT roadway on the North thereof.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto, and in particular, 4.50 shares of water in the Owenford Pump Company.

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION

**116224 QUITCLAIM DEED**

The UNITED STATES OF AMERICA, acting through the Administrator of the Farmers Home Administration, United States Department of Agriculture, CONVEYS and QUITCLAIMS to **RAY N. DAVIS**

, Grantee, for the sum of \$70,300

all interest in the following described real estate situated in the County of **Oneida**

State of **Idaho**, to-wit:

**PARCEL 1**

Township 15 South, Range 35 East, Boise Meridian:

Section 1: E $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ ; E $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$

**PARCEL 2**

Township 15 South, Range 35 East, Boise Meridian:

Section 1: W $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$ , EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND: Commencing at the NW Corner of the E $\frac{1}{2}$ SW $\frac{1}{4}$  of Section 1: thence running East 208 feet; thence South 208 feet; thence West 208 feet; thence North 208 feet to the point of beginning.

**PARCEL 3**

Commencing at the NW Corner of the E $\frac{1}{2}$ SW $\frac{1}{4}$  of Section 1, Township 15 South, Range 35 East, Boise Meridian; thence running East 208 feet; thence South 208 feet; thence West 208 feet; thence North 208 feet to the point of beginning. EXCEPT roadway on the North thereof.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto, and in particular 4.5 shares in the Gwenford Pump Company and one-seventeenth of all the waters flowing in the ditch known as the Jones Brothers Upper Ditch throughout the irrigation season, source of supply, Big Malad River.

This deed is executed and delivered pursuant to the provisions of

a credit sale of Government Inventory Property formerly belonging to Rex Chugg, Advice No. 27249, by Standard Sales Contract Sale of Real Property By the United States and the

authority set forth in 7 CFR 1900, Subpart A.

No member of Congress shall be admitted to any share or part of this deed or to any benefit that may arise therefrom.

Dated October 26, 1989.

UNITED STATES OF AMERICA (Grantor)

By

Michael A. Field  
MICHAEL A. FIELD, State Director  
Farmers Home Administration  
United States Department of Agriculture

In the presence of:

Notation No. **116224**

28 day June 1990

at 10:00 O'clock A

Joseph H. Freudenberger by JP  
Greida Co. Recorder

Notarized at Request of E.L. Scott

ACKNOWLEDGMENT

State of Idaho )  
County of Ada )

On this 26th day of October, 1989, before me, the undersigned, a Notary Public for and in behalf of the State of Idaho, personally appeared Michael A. Field, known to me to be the State Director, Farmers Home Administration, USDA, and 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 on the day and year last above mentioned.

Chris Reninger  
CHRIS RENINGER  
Notary Public for and in behalf  
of the State of Idaho  
Residing at Meridian, Idaho  
My Bond Expires 7-6-94

In the Matter of the Estate of  
John E. Jones, deceased

Decree of Final Distribution

Winniefred E. Jones, as Executrix of the last will and testament of John E. Jones, deceased, having on the 25th day of June, 1935, rendered and filed herein a full account and report of her administration of the estate of said deceased, which account was for final settlement, and having with said account filed a petition for the final distribution of the said estate.

And the said account and petition this day coming on regularly to be heard. Proof having been made to the satisfaction of the court that the clerk had given notice of the settlement of said account and the hearing of said petition in the manner and for the time heretofore ordered and directed by the Court.

And it appearing that said account is in all respects true and correct, and that it is supported by proper vouchers, and that all claims and debts against said decedent, all taxes on said estate and all debts, charges and expenses of administration have been fully paid and discharged; that all specified legacies provided for in said will have been paid and that said estate is ready for distribution and in a condition to be closed, and that the transfer or inheritance tax due the State of Idaho has been fully paid and that all the foregoing is hereby FOUND BY THE COURT TO BE THE FACTS.

It is ordered, adjudged and decreed, that the said first and final accounts of the Executrix be and the same are settled, allowed, and approved, and that the residue of said estate hereinafter described, and any other property not now known or discovered, which may belong to said estate, or in which said estate may have any interest, be and the same is hereby, distributed to Winniefred E. Jones, the surviving wife of said deceased.

The following is a particular description of the said residue of said estate referred to in this decree and of which distribution is now ordered as aforesaid.

Personal property:

NOTES

| Date     | due           | Makers                           | Prin.     | rate | Pd       | Pd       |
|----------|---------------|----------------------------------|-----------|------|----------|----------|
|          |               |                                  |           | Int. | Prin     | Inst.    |
| 1-3-32   | On demand     | Jonah M. Evans.                  | 50.00     | 10%  |          |          |
| 6-30-32  | 1 year        | " " "                            | 327.73 a# | 8    |          | 10-1-33  |
| 6-23-31  | 10-1-31       | " " "                            | 2000.00   | 8    |          | 10-1-33  |
| 10-1-31  | On demand     | " " "                            | 1000.00   | 8    |          | 10-1-33  |
| 12-4-28  | On demand     | Laura Baker                      | 15.00     | 10   |          | 10-1-33  |
| 7-14-31  | 60 days       | W. H. Bailey                     | 265.00    | 8    |          |          |
| 5-12-30  | Monthly inst. | Melvin Davis                     | 900.00#e  | 8    | \$346.42 | \$224.11 |
| 10-1-33  | One year      | Fred Campbell                    | 100.00    | 8    | 25.00    | 10-1-34  |
| 11-15-28 | 6 mos         | Alma D. Allen                    | 50.00     | 8    |          |          |
| 10-2-33  | 2 years       | Chas W. Atkinson                 | 3000.00#h | 6    |          | 9-2-34   |
| 11-10-33 | On demand     | Otto Anderson                    | 246.00    | 8    |          |          |
| 11-10-33 | On demand     | " "                              | 25.00     | 8    |          |          |
| 11-10-33 | 60 days       | " "                              | 50.00     | 8    |          |          |
| 5-1-24   | 6 mo          | Frank Atkinson                   | 160.00    | 10   |          |          |
| 1-1-34   | On demand     | D. H. Anderson                   | 200.00    | 6    |          | 11-1-29  |
| 4-14-34  | 7-1-34        | George Hall                      | 1000.00   | 5    |          |          |
| 4-14-34  | 7-1-35        | George Hall                      | 1000.00   | 5    |          |          |
| 10-1-26  | 1 year        | H. W. Jones                      | 40.00     | 8    |          | 10-1-30  |
| 5-22-28  | 2 years       | David W. Jenkins                 | 200.00    | 8    |          | 5-22-30  |
| 10-1-33  | 10 mo         | David E. John                    | 214.26    | 8    | \$35.00  | 10-1-34  |
| 10-1-27  | On demand     | John T. Jones                    | 51.00     | 10   |          |          |
| 10-1-25  | On demand     | " " "                            | 40.00     | 10   |          |          |
| 6-21-34  | 2 years       | Mrs. John E. Jones, Robert Jones | 3000.00#1 | 5    |          |          |
| 4-1-34   | 5 mo          | Elmo Jensen                      | 300.00    | 6    |          |          |
| 10-1-30  | On demand     | Heber Hansen                     | 30.00     | 10   |          | 10-22-34 |
| 9-19-32  | 1 year        | Jacob Hughes                     | 801.00    | 6    |          |          |
| 3-28-34  | On demand     | George Hall                      | 118.68    | 6    |          |          |
| 5-18-29  | On demand     | Lorenzo Jones                    | 10.00     |      |          |          |
| 3-1-33   | 6 mo          | Evan Morse                       | 422.42    | 7    |          |          |
| 4-1-34   | 6 mo          | J. H. Pilgrim                    | 500.00    | 7    |          |          |
| 1-12-31  | 60 days       | Sam Roderick                     | 52.50     | 8    | \$40.90  | 1-13-34  |
| 5-15-26  | On demand     | Rudolph Rueggesser               | 400.00    | 6    | 35.87    | 10-1-29  |
| 1-12-31  | 8 mo          | Sam Roderick                     | 229.00    | 8    | 109.10   | 1-12-34  |
| 3-18-29  | 3 yrs.        | Morgan W. Tovey                  | 7500.00#f | 6    | 4032.56  | 10-1-30  |
| 1-24-31  | 8 mo          | " " "                            | 224.00    | 8    |          |          |
| 11-1-27  | On demand     | D. C. Thomas                     | 100.00    | 10   |          |          |
| 11-1-30  | On demand     | Henry Thomas                     | 64.00     | 8    |          |          |
| 10-1-31  | 1 yr.         | Ed. Snyder                       | 277.00    | 7    |          | 10-1-30  |
| 2-1-29   | 1 yr.         | Jenk V. Williams                 | 1500.00   | 7    |          | 12-1-30  |

-over-

| Date    | due       | Makers                                                           | Prin        | Rate | Pd.      | Yr.     |
|---------|-----------|------------------------------------------------------------------|-------------|------|----------|---------|
|         |           |                                                                  |             | Int. | Prin.    | Inst.   |
| 10-1-32 | 1 yr.     | Geo. A. White                                                    | \$ 216.00   | 8    |          |         |
| 10-1-32 | 1 yr.     | John H. Williams                                                 | 276.00      | 8    |          |         |
| 1-14-32 | 9 mo      | Joseph Williams                                                  | 50.00       | 8    |          |         |
| 4-25-32 | 10-1-34   | C. J. Yearaley                                                   | 80.00       | 8    |          |         |
| 8-29-31 | 2 years   | George A. Thomson                                                | \$2000.00/g | 8    |          | 8-29-32 |
| 8-29-31 | 10-1-32   |                                                                  | 5000.00     | 8    |          | 8-29-32 |
| 10-1-32 | 8 mo      | " "                                                              |             | 8    |          |         |
| 7-18-33 | 1 day     | " "                                                              | 897.99      | 6    | \$518.90 |         |
| 3-4-33  | 6 mo      | " "                                                              | 50.00       | 8    |          | 10-1-33 |
| 9-1-30  | On demand | Levi G. Waldron                                                  | 576.00      | 5    |          |         |
| 8-29-31 | 2 yrs.    | " "                                                              | 314.00      | 8    |          |         |
| 9-29-31 | 2 yrs.    | " "                                                              | 3000.00 #c  | 8    |          | 2-1-34  |
| 9-1-31  | On demand | " "                                                              | 3500.00     | 8    |          | 8-29-32 |
| 2-1-34  | On demand | " "                                                              | 258.00      | 8    |          | 8-29-32 |
| 5-9-31  | On demand | " "                                                              | 1095.40     | 8    |          |         |
| 10-1-28 | On demand | B. H. Waldron                                                    | 59.21       | 10   |          |         |
| 1-1-29  | On demand | " "                                                              | 66.86       | 8    | 10.00    | 10-1-29 |
|         |           | " "                                                              | 200.00      | 10   |          | 10-1-32 |
| 10-1-32 | On demand | Wm. S. Waldron, L. R. Waldron, Chas E. Waldron and N. A. Waldron |             |      |          |         |
| 10-1-32 | "         | C. E. Waldron                                                    | 50.00       | 8    |          |         |
| 10-1-32 | "         | Wm. S. Waldron                                                   | 50.00       | 8    |          |         |
| 10-1-32 | "         | N. A. Waldron                                                    | 50.00       | 8    |          |         |
| 12-1-30 | 1 yr.     | L. R. Waldron                                                    | 50.00       | 8    |          |         |
| 10-1-33 | 8 mo      | Thos. J. Waldron                                                 | 1425.79/b   | 8    |          |         |
| 10-1-32 | 1 yr      | E. S. Waldron                                                    | 168.40      | 8    |          | 10-1-31 |
| 10-1-33 | 6 mo      | Wm. S. Waldron                                                   | 415.41      | 8    |          |         |
| 5-1-34  | 3 yrs.    | " "                                                              | 560.00      | 8    |          |         |
| 6-30-32 | On demand | R. H. Willis                                                     | 1000.00     | 6    |          |         |
|         |           | Walter A. Waldron                                                | 982.13/d    | 8    |          |         |

|                   |                        |                                 |    |           |      |
|-------------------|------------------------|---------------------------------|----|-----------|------|
| #a                | Note of Johah M. Evans | secured by Real estate mortgage | 14 | Mtg. page | 264. |
| #b                | Note Thos. J. Waldron  | " " " "                         | 14 | "         | 171. |
| #c                | Note Levi G. Waldron   | " " " "                         | 14 | "         | 224. |
| #d                | Note Walter A. Waldron | " " " "                         | 14 | "         | 283. |
| #e                | Note Melvin David      | " " " "                         | 14 | "         | 134. |
| #f                | Note Morgan W. Tovey   | " " " "                         | 14 | "         | 31.  |
| #g                | Note Geo. A. Thomson   | " " " "                         | 14 | "         | 225. |
| #h                | Note Chas. W. Atkinson | " " " "                         | 14 | "         | 294. |
| #i                | Note Elmo Jensen       | " " " "                         | 14 | "         | 314. |
| Notes (Continued) |                        |                                 |    |           |      |

Notes (Continued)

|         |           |                 |           |
|---------|-----------|-----------------|-----------|
| 3-16-22 | 10-1-33   | Heber Hansen    | \$ 200.00 |
| 3-16-33 | 10-1-34   | "               | 800.00    |
| 9-7-33  | On demand | Wm. E. Morse    | 500.00    |
| 3-1-33  | 18 mo     | John H. Pilgrim | 500.00    |

### Judgments

|                                                |           |
|------------------------------------------------|-----------|
| Verner Jensen dated Dec. 5, 1934, amount       | \$195.60  |
| Royal J. Sorenson, dated Apr. 29, 1932, amount | \$1540.80 |

Corporate stocks

| Name of Company                      | Cert No. | Date     | No. shares       |
|--------------------------------------|----------|----------|------------------|
| First National Bank<br>of Malad City | 12.      | 12-1-07  | 16 $\frac{1}{2}$ |
| "                                    | 33       | 1-11-22  | 25               |
| "                                    | 35       | 1-12-23  | 6 $\frac{1}{2}$  |
| Malad Valley Creamery Co.            | 37       | 7-18-17  | 10               |
| "                                    | 119      | 6-1-18   | 5                |
| "                                    | 194      | 10-15-23 | 10               |
| Idaho Enterprise Pub. Co.            | 6        | 3-28-17  | 125              |
| Oneida Amusement Assn.               | 58       | 8-19-15  | 10               |
| "                                    | 96       | 8-6-17   | 5                |
| Malad Valley Tel Co.                 | 17       | 12-31-08 | 2                |
| Daniels Tel Co.                      | 47       | 3-1-20   | 4                |
| Brownford-Teca Tel Co.               | 134      | 12-1-19  | 10               |
| Curlew Tel Co.                       | 140      | 8-24-17  | 5                |
| Am Falls Realty & Water<br>Works Co. | 5        | 7-18-07  | 50               |
| "                                    | 34       | 10-15-07 | 17               |
| "                                    | 52       | 1-19-10  | 25               |
| "                                    | 86       | 8-26-11  | 5                |
| Elkhorn Res Co.                      | 32       | 8-8-30   | 2 $\frac{1}{2}$  |
| "                                    | 128      | 10-2-31  | 2 $\frac{1}{2}$  |
| Somaria Water & Irr Co.              | 87       | 1-28-27  | 1                |
| "                                    | 118      | 1-6-28   | 1                |
| "                                    | 139      | 4-3-30   | 1                |
| "                                    | 161      | 11-11-30 | 1                |

Real property situated in the County of Oneida, State of Idaho, described as follows:  
 Parcel Sec. 1, Tp. 15 S. R. 35 E. 34 E. Sec. 1, Tp. 15 S. R. 35 E. 34 E.  
 Parcel Sec. 1, Tp. 15 S. R. 35 E. 34 E. Sec. 2, Tp. 15 S. R. 35 E. 34 E.  
 Parcel Sec. 3; NW 1/4 Sec. 35; Tp. 14 S. R. 34 E. Sec. 29; SE 1/4 Sec. 30;  
 Lot 3, SW 1/4 Sec. 35; SW 1/4 Sec. 6; NW 1/4 Sec. 8; Tp. 15 S. R. 35 E. 34 E.  
 Lots 1 and East 6 rods of Lot 8, Block 11 of the Townsite of Malad City, Idaho, as  
 shown on the plat thereof on file in the office of the County Recorder of Oneida County,  
 Idaho.  
 Dated July 8, 1935.

State of Idaho )  
John J. Evans.  
Probate Judge.

State of Idaho }  
County of Oneida, } ss  
I, John J. Evans Probate Judge and Clerk of the Probate Court of the County of Oneida,  
do hereby certify the foregoing to be a full and complete copy of the Decree  
of Final Distribution rendered in the foregoing court in the matter of the Estate of John E.  
Jones, deceased, and of record therein.  
Witness my hand and the seal of said Court this 6th day of July, 1936.  
(Seal)

Filed for record this 21 day of Aug. 1935 at 4:10 P.M. at request of M. W. Tover.

## WARRANTY DEED

\$9.35 Documentary stamps attached and duly cancelled.

## COMPARED

## WARRANTY DEED

{ \$20.30 Documentary Stamps attached and cancelled. }

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises, together with the appurtenances, unto party 1 of the second part, and to his heirs and assigns forever, and the said parties 1 of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said party 1 of the second part, his heirs and assigns, unto the said party 1 of the first part, and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

COMPLETED

Recorded at Request of J. W. Cravitt December 12, 1927  
at 12:20 P.M. Fee Paid \$ 1.00 Calvin H. Swartz  
by \_\_\_\_\_ Dep. Book \_\_\_\_\_ Page \_\_\_\_\_ Ref. # 96950  
Mail tax notice to \_\_\_\_\_ Address #96950

## WARRANTY DEED

REX P. WALDRON and MARIE C. WALDRON, husband and wife, Idaho grantors  
of Samaris, County of Oneida, State of Utah, hereby  
CONVEY and WARRANT to M. and J. ENTERPRISES,

of Salt Lake County, State of Utah, grantee  
TEN and NO/100 (\$10.00) ----- for the sum of  
and other good and valuable consideration. ----- DOLLARS,  
the following described tract of land in Oneida County,  
State of ~~Utah~~ Idaho:

The East half of the East half of the Southwest Quarter  
of Section 1, Township 15 South, Range 35 East, Boise  
Meridian.

Together with appurtenant water rights.

WITNESS, the hands of said grantors, this 17th day of  
October, A. D. 1977

Signed in the Presence of

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF UTAH,

County of \_\_\_\_\_

ss.

On the 17th day of October, A. D. 1977  
personally appeared before me REX P. WALDRON and MARIE C. WALDRON, husband and wife,  
the signers of the within instrument, who duly acknowledged to me that they executed the  
same.

\_\_\_\_\_  
Notary Public.

My commission expires 1928 Residing in Salt Lake City, Utah

PHEASANT BROOK, L.L.C.  
% KIMBALL BLACKBURN  
& JEREMY BLACKBURN  
MALAD CITY ID 83252,  
ACCOMMODATION ONLY

Microfilm No. 138944  
24 Day April 2006  
At 12:25 O'clock p M.  
Wendy C. Ruffi  
Oneida Co. Recorder  
Fee \$ 3.00 Deputy  
Recorded at Request of  
Northern Title Company

## QUIT CLAIM DEED

RAY N. DAVIS AND PAULA M. DAVIS, HUSBAND AND WIFE, Grantor(s) of MALAD CITY, County of ONEIDA, State of IDAHO, hereby QUIT CLAIMS to PHEASANT BROOK, L.L.C., AN IDAHO LIMITED LIABILITY COMPANY Grantee(s) of MALAD CITY, County of ONEIDA, State of IDAHO for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Oneida County, State of Idaho:

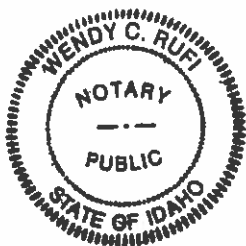
TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN:  
SECTION 1: E $\frac{1}{4}$ E $\frac{1}{4}$ SW $\frac{1}{4}$

TOGETHER WITH SELLERS INTEREST IN ALL WATER RIGHTS, OIL, GAS MINERAL AND GEOTHERMAL RIGHT APPURTENANT THERTO

Subject to easements, restrictions and rights of way of record, and taxes for the year 2003 and thereafter.

THIS DEED HAS BEEN PREPARED BY NORTHERN TITLE COMPANY OF IDAHO AS AN ACCOMMODATION ONLY WITHOUT ANY EXAMINATION WITH REGARD TO TITLE.

Witness, the hand(s) of said Grantor(s), this APRIL 24, 2006.



Ray N. Davis  
RAY N. DAVIS  
Paula M. Davis  
PAULA M. DAVIS

State of IDAHO                    )  
County of ONEIDA            )

On APRIL 24 2006, personally appeared before me RAY N. DAVIS AND PAULA M. DAVIS the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.

Wendy C. Ruffi  
Notary Public: WENDY C. RUFFI  
Residing: MALAD CITY, IDAHO  
Expires: 2/28/2011

NTO-1842  
L. VICTOR RICHES  
10410 WEST LOYOLA DR.  
LOS ALTOS, CA 94024

Microfilm No **141414**  
ID Day **August 2007**  
At **1:50** O'clock  
**Natalie Murphy**  
Oneida Co. Recorder  
Fee \$ **9.00** Deputy  
Recorded at Request of  
**Nathaniel Stone Co.**

## SPECIAL WARRANTY DEED

PHEASANT BROOK, L.L.C., AN IDAHO LIMITED LIABILITY COMPANY, Grantor(s) of MALAD CITY, County of ONEIDA, State of ID, hereby **CONVEY AND WARRANT** to PEOA RIVER VALLEY RANCH LAND, LLC, AND G. JEFFREY PICKETT, a married man as his sole and separate property, AND GREGORY PICKETT, a single man, AND KATHLEEN PICKETT, a married woman as her sole and separate property, AND ANGIE RICHES, a married woman as her sole and separate property, AND L. VICTOR RICHES, JR., a married man as his sole and separate property, AND KEVIN RICHES, a married man as his sole and separate property, AND KENNETH RICHES, a married man as his sole and separate property, AND JAMES PICKETT, a married man as his sole and separate property, AND CREATIVE CENTER OF LOS ALTOS, INC. Grantee(s) of LOS ALTOS, County of SANTA CLARA, State of CA for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Oneida County, State of Idaho:

SEE ATTACHED EXHIBIT "A"

TOGETHER WITH ALL GRANTORS IMPROVEMENTS AND WATER RIGHTS APPURTENANT TO THE PROPERTY

Subject to easements, restrictions and rights of way of record, and taxes for the year 2007 and thereafter.

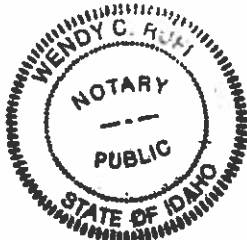
Witness, the hand(s) of said Grantor(s), this August 10, 2007.

PHEASANT BROOK, L.L.C., AN IDAHO LIMITED LIABILITY COMPANY

By *Kimble Blackburn*  
KIMBLE BLACKBURN  
MANAGER

State of Idaho                   )  
County of Oneida               )

On August 10, 2007, personally appeared before me KIMBLE BLACKBURN, who, being by me duly sworn, did say that he is the Manager of PHEASANT BROOK, L.L.C., AN IDAHO LIMITED LIABILITY COMPANY, and that the said instrument was signed in behalf of said Limited Liability Company by the authority of its Articles of Organization and Operating Agreement, and the aforesaid individual acknowledged to me that said Company executed the same.



*Wendy C. Ruffi*  
Notary Public: WENDY C. RUFFI  
Residing: MALAD CITY, ID  
Expires: 2/28/2011

## EXHIBIT "A"

## PARCEL 1

TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO:  
SECTION 1: THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER.

ALSO

THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND:

COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 1, THENCE RUNNING EAST 467 FEET; THENCE SOUTH 467 FEET; THENCE WEST 467 FEET; THENCE NORTH 467 FEET TO THE POINT OF BEGINNING.

ALSO

COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 1, THENCE RUNNING EAST 467 FEET; THENCE SOUTH 467 FEET; THENCE WEST 467 FEET; THENCE NORTH 467 FEET TO THE POINT OF BEGINNING. T-5359

## PARCEL 2

TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO:  
SECTION 11: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO: THENCE RUNNING WEST 29.2 RODS; THENCE SOUTH 34° 30' WEST 16 RODS; THENCE NORTH 73° 00' WEST 16 RODS; THENCE NORTH 8.44 RODS TO 40 ACRE LINE; THENCE WEST 19.24 RODS; THENCE SOUTH 160 RODS; THENCE EAST 73 RODS; THENCE NORTH 160 RODS TO THE POINT OF BEGINNING. T-931

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 11; THENCE NORTH 89° 14' 20" WEST 1207.72 FEET ALONG THE NORTH LINE OF SAID SECTION 11; THENCE SOUTH 1339.42 FEET TO A 5/8" REBAR WITH CAP LABELED "A.A. HUDSON PLS 4735" SET ON A FENCE LINE, THE TRUE POINT OF BEGINNING; THENCE ALONG A FENCE LINE THROUGH THE FOLLOWING COURSES" NORTH 88° 35' 59" EAST 248.00 FEET TO A 5/8" REBAR WITH CAP; SOUTH 84° 08' 49" EAST 48.42 FEET TO A 5/8" REBAR WITH CAP; THENCE SOUTH 31° 03' 13" EAST 138.58 FEET TO A 5/8" REBAR WITH CAP; THENCE SOUTH 61° 07' 36" EAST 103.78 FEET TO A 5/8" REBAR WITH CAP; THENCE SOUTH 66° 56' 40" EAST 71.61 FEET TO A 5/8" REBAR WITH CAP SET ON THE WESTERLY RIGHT OF WAY LINE OF SAMARIA ROAD; THENCE SOUTH 38° 13' 33" WEST 526.88 FEET ALONG SAID RIGHT OF WAY LINE TO A 5/8" REBAR WITH CAP SET ON THE NORTHERLY RIGHT OF WAY LINE OF A COUNTY ROAD; THENCE NORTH 87° 23' 03" WEST 170.55 FEET ALONG SAID RIGHT OF WAY LINE TO A 5/8" REBAR WITH CAP SET AT A FENCE LINE THENCE NORTH 12° 09' 57" WEST 129.12 FEET ALONG A FENCE LINE TO A 5/8" REBAR WITH CAP; THENCE NORTH 01° 10' 24" WEST 164.36 FEET TO A 5/8" REBAR WITH CAP SET AT A FENCE CORNER; THENCE NORTH 00° 28' 53" EAST 311.34 FEET TO THE TRUE POINT OF BEGINNING.

ALSO

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO: THENCE RUNNING NORTH 142 RODS TO A POINT IN THE CENTER OF THE BIG MALAD RIVER AT A POINT 18 RODS SOUTH OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE FOLLOWING THE MEANDERING COURSE OF SAID RIVER IN A SOUTHEASTERLY DIRECTION TO A POINT 5 RODS WEST OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12; THENCE WEST 155 RODS TO THE POINT OF BEGINNING. T-932

## PARCEL 3

TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO.  
SECTION 1: THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER.

SECTION 12: THE EAST HALF OF THE SOUTHEAST QUARTER, THE SOUTH HALF OF THE NORTHEAST QUARTER, THE NORTH HALF OF THE NORTHWEST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THE NORTH HALF OF THE NORTHEAST QUARTER. ALL THAT PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER LYING NORTH AND EAST OF THE BIG MALAD RIVER AS THE SAME NOW FLOWS. T-930

EXCEPTING THEREFROM 2 ACRES IN A COMPACT FORM LOCATED IN THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12, HERETOFORE CONVEYED TO GWENFORD MILL AND ELEVATOR COMPANY BY DEED RECORDED IN BOOK 13, PAGE 256, RECORDS OF ONEIDA COUNTY, IDAHO.

SECTION 13: THE EAST HALF OF THE NORTHEAST QUARTER.

TOWNSHIP 15 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO.  
SECTION 7: COMMENCING AT THE NORTHWEST CORNER OF SECTION 7; THENCE EAST 88 RODS 5 FEET; THENCE SOUTH 145 RODS; THENCE WEST 88 RODS 5 FEET; THENCE NORTH 145 RODS TO THE PLACE OF BEGINNING. T-997

PARCEL 4

THAT PROPERTY DESCRIBED AS ASSESSOR'S TAX NO. 230 BEING IN SECTION 12, TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO AND DESCRIBED AS FOLLOWS:

2 ACRES IN A COMPACT FORM LOCATED IN THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12, HERETOFORE CONVEYED TO GWENFORD MILL AND ELEVATOR COMPANY BY DEED RECORDED IN BOOK 13, PAGE 256, RECORDS OF ONEIDA COUNTY, IDAHO.

ALSO

ALL THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO, LYING SOUTH AND EAST OF THE COUNTY ROAD RUNNING THROUGH SAID 40 ACRE TRACT. T-3976

TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO.  
SECTION 1: THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER.

TRACT

E

**NE1/4; N1/2NW1/4; N1/2SE1/4; SE1/4SE1/4; & T-930 OF Section 12 Township 15 South Range 35 East**

**(ALL OF THE ABOVE PARCELS FROM PAGE 1)**

|                                                                                                                                                                                                                 |    |                                                                                                                                                                                                           |        |        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------|
| John E. Jones                                                                                                                                                                                                   | to | Daniel E. Jones                                                                                                                                                                                           | Deed   | 35904  |
| Oneida County Sherriff                                                                                                                                                                                          | to | Jedd Jones                                                                                                                                                                                                | Deed   | 43129  |
| Jedd Jones                                                                                                                                                                                                      | to | Jas H. Williams                                                                                                                                                                                           | Deed   | 43130  |
| Elva P. Williams<br>(Widow of Jas H. Jones)                                                                                                                                                                     | to | James Bland Williams                                                                                                                                                                                      | Deed   | 81834  |
| James Bland Williams                                                                                                                                                                                            | to | Ardelle Williams                                                                                                                                                                                          | Decree | 117806 |
| Ardelle E. Williams                                                                                                                                                                                             | to | Richard A. Goodard, Janice A. Goodard (1/2)                                                                                                                                                               | Deed   | 117971 |
| Ardelle E. Williams                                                                                                                                                                                             | to | Daniel D. Williams (1/4)                                                                                                                                                                                  | Deed   | 117972 |
| Ardelle E. Williams                                                                                                                                                                                             | to | James D. Williams (1/4)                                                                                                                                                                                   | Deed   | 117973 |
| Richard A. Goodard &<br>Janice A. Goodard (1/2)<br>Daniel D. Williams (1/4)<br>James D. Williams (1/4)                                                                                                          | to | W. Neil Jensen, Clara C. Jensen                                                                                                                                                                           | Deed   | 120050 |
| W. Neil Jensen, Clara C. Jensen                                                                                                                                                                                 | to | Blackburn Cattle, LLC                                                                                                                                                                                     | Deed   | 137127 |
| Blackburn Cattle, LLC                                                                                                                                                                                           | to | Pheasant Brook, LLC                                                                                                                                                                                       | Deed   | 137128 |
| Pheasant Brook, LLC                                                                                                                                                                                             | to | PEOA River Valley Ranch Land, G. Jeffrey Pickett,<br>Gregory Pickett, Kathleen Pickett, Angie Riches, L. Victor Riches,<br>Kevin Riches, Kenneth Riches, James Pickett,<br>& Creative Center of Los Altos | Deed   | 141414 |
| PEOA River Valley Ranch Land,<br>G. Jeffrey Pickett, Gregory Pickett,<br>Kathleen Pickett, Angie Riches,<br>L. Victor Riches, Kevin Riches,<br>Kenneth Riches, James Pickett,<br>& Creative Center of Los Altos | to | Lawrence V. Riches, Carolyn Riches,<br>Kevin G. Riches, Melissa B. Riches<br>Garth E. Pickett , Kathleen R. Pickett<br>PEOA River Valley Ranch Land                                                       | Deed   | 141796 |
| Lawrence V. Riches & Carolyn Riches                                                                                                                                                                             | to | Triple R. Development, LLC (1.33%)                                                                                                                                                                        | Deed   | 142042 |
| Lawrence V. Riches & Carolyn Riches                                                                                                                                                                             | to | Triple R. Development, LLC (14.92%)                                                                                                                                                                       | Deed   | 142103 |

|                                                                                                                                                                                         |    |                                                                                                                                                                                                                                                                                                                                                                                                                                       |      |        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--------|
| Lawrence V. Riches, Carolyn Riches,<br>Triple R. Development, LLC,<br>Kevin G. Riches, Melissa B. Riches,<br>Garth E. Pickett, Kathleen R. Pickett<br>PEOA River Valley Ranch Land, LLC | to | Lawrence Victor Riches, Carolyn Riches<br>Kevin Riches, Melissa B. Riches,<br>Kenneth Riches, Kathy Riches<br>Angie Riches (Banks), Derek Banks,<br>Kathleen Pickett, Garth Pickett,<br>Heather MCCaully, Mark MCCaully<br>G. Jeffrey Pickett, Tracy Pickett<br>Gregory Pickett, Madeleine Pickett<br>James Pickett, Molly Pickett, Ted Helvey,<br>Michelle Helvey, Creative Center of Los Altos, Inc.,<br>Triple R. Development, LLC | Deed | 142996 |
| Kevin Riches, Melissa B. Riches                                                                                                                                                         | to | Kevin G. Riches, Melissa Bredt Riches<br>Trustees of the Kevin and Melissa<br>Riches Trust, 07-19-2001                                                                                                                                                                                                                                                                                                                                | Deed | 151106 |
| Lawrence Victor Riches, Carolyn Riches                                                                                                                                                  | to | Lawrence Victor Riches, Jr ,<br>and Carolyn C. Riches, Trustees of<br>the Riches Family Trust, 06-12-1998                                                                                                                                                                                                                                                                                                                             | Deed | 151109 |

Instrument No. 55904

THIS INDENTURE, Made this 28th day of January in the year of our Lord one thousand nine hundred and twenty- one between John E. Jones and Winnieford E. Jones, husband and wife of the County of Oneida State of Idaho the part 1st of the first part, and of the County of Oneida State of Idaho the part y of the second part.

WITNESSETH: That the said part 1st of the first part, for and in consideration of the sum of One Dollar and other valuable considerations ~~between~~ lawful money of the United States of America, to them in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged, he granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said part y of the second part, and to his heirs and assigns forever, all the following described real estate situated in Oneida County, State of Idaho, to-wit:

The Northeast quarter (N.E. 1/4) of Section Twelve (12) and the North Half of the southeast quarter and the Southeast quarter of the Southeast quarter of Section Twelve (12) and the Northeast quarter of the Northeast quarter of Section Thirteen, Township Fifteen (15) South, Range Thirty-Five (35) East of the Boise Meridian, containing Three Hundred Twenty (320) acres. Also all that portion of the South Half of the Northwest quarter and of the Northeast quarter of the Southwest quarter of said section Twelve (12) lying and being North and East of the Big Laid River and containing Sixty (60) acres. A total acreage is contained herein of Three Hundred Eighty (380) acres of land. Together with all water rights and all ditch rights of every nature appurtenant to and belonging to the above described land. Excepting from the above described land two (2) acres in compact form located in the Northwest corner of the Southwest quarter of the Southwest quarter of said section Twelve (12) heretofore conveyed to Owenford Mill and Elevator Company by deed of record in Book 12 of Deeds at page 256 of the records of Oneida County, Idaho.

Together with all and singular the tenements, hereditaments and appurtenances therunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estates, right, title and interest in and to the said property, as well in law as in equity, of the said part of the first part. TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the said part y of the second part, and to his heirs and assigns forever. And the said part 1st of the first part, and their heirs, the said premises in a quiet and peaceable possession of the said part y of the second part, his heirs and assigns, against the said part 1st of the first part, and their heirs and against all and every person and persons whomsoever lawfully claiming or to claim the same shall and will warrant and by these presents forever defend. IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of John E. Jones [SEAL] Jedd Jones Jr. Winnieford E. Jones [SEAL] [SEAL] [SEAL]

STATE OF Idaho ) ss. On this 19th day of March in the year 1921 before me, County of Oneida Jedd Jones Jr. a Notary Public in and for said County, personally appeared John E. Jones and Winnieford E. Jones, 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. "3345" Jedd Jones Jr. Notary Public My commission expires 2/10- 1925. Building at Laramie, Idaho. [SEAL] Commission Expires

Filed for record this 28th day of January A. D. 1921 at 1:50 o'clock P. M. J. Peter Jonson By D. L. Bush Deputy. Ex-Officio Recorder.

CONPARED

THIS INDENTURE, made this the 7th day of December, 1926, between Morgan W. Tovey the Sheriff of Oneida County, State of Idaho, party of the first part and Jedd Jones the party of the second part, WITNESSETH:

WHEREAS, A Judgement and Decree of foreclosure and Sale was rendered and entered in the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Oneida, on the 28th day of October 1925, in an action then pending in said Court in favor of the Union Central Life Insurance Company, a corporation, as Plaintiff and against Jennette Jones as Administratrix of the Estate of Daniel E. Jones deceased, Jennie Jones, Eleanor Hieffenegger, Lizzie Thomas, Jedd Jones, Defendant's and an Order of Sale issued out of and under the seal of the said District Court reciting the material parts of said Judgement and Decree, duly attested on the 28th day of September 1925, and to the Sheriff of Oneida County, State of Idaho, directed and to Morgan W. Tovey as such Sheriff delivered on the 28th, day of September, 1925, for execution, commanding him and him as such Sheriff to proceed to notice for sale and sell the premises in said writ mentioned and described in said Decree as follows, to-wit:

1 The East half ( $E\frac{1}{2}$ ) of the Northeast Quarter ( $NE\frac{1}{4}$ ) of Section Thirteen (13) and the East-half ( $E\frac{1}{2}$ ) of the Southeast Quarter ( $SE\frac{1}{4}$ ) and the Northwest Quarter ( $NW\frac{1}{4}$ ) of the SouthEast Quarter ( $SE\frac{1}{4}$ ) and the South-half ( $S\frac{1}{2}$ ) of the Northeast Quarter ( $NE\frac{1}{4}$ ) of Section Twelve (12) Township Fifteen (15) South, Range Thirty five (35) East of the Boise Meridian, and containing Two Hundred Eighty (280) acres.

1 Also all that part of the South-half ( $S\frac{1}{2}$ ) of the Northwest Quarter ( $NW\frac{1}{4}$ ) and the Northeast Quarter ( $NE\frac{1}{4}$ ) of the Southwest Quarter ( $SW\frac{1}{4}$ ) of said Section Twelve (12) lying North and East of the Big Malad River as the same now flows, containing Sixty (60) acres.

Also the West-half ( $W\frac{1}{2}$ ) of the West-half ( $W\frac{1}{2}$ ) of the Southwest Quarter ( $SW\frac{1}{4}$ ) of Section One (1) said Township and Range, containing Forty (40) acres.

Also the North-half ( $N\frac{1}{2}$ ) of the Northwest Quarter ( $NW\frac{1}{4}$ ) and the North-half ( $N\frac{1}{2}$ ) of the Northeast Quarter ( $NE\frac{1}{4}$ ) of said Section Twelve (12), said Township and Range and containing One Hundred Sixty (160) acres.

Also commencing at the Northwest corner of Section Seven (7) Township Fifteen (15) South, Range Thirty-six (36) East of the Boise Meridian and running thence East Eighty-eight (88) rods and Five (5) feet; thence South One Hundred Forty-five (145) rods; thence West Eighty-eight (88) rods and Five (5) feet; thence North One Hundred Forty-five (145) rods to the place of beginning and containing Eighty (80) acres.

A total acreage is contained herein of Six Hundred Twenty (620) acres more or less excepting therefrom Two (2) acres in compact form located in the Northwest corner of the Southwest Quarter ( $SW\frac{1}{4}$ ) of the Northwest Quarter ( $NW\frac{1}{4}$ ) of said Section Twelve (12) Township Fifteen (15) South, Range Thirty-five (35) East of the Boise Meridian, heretofore conveyed to the Gwenford Mill and Elevator Company by Deed of record in Book 3 of Deeds at Page 256 of the Records of Oneida County, State of Idaho.

A net acreage is contained herein of Six Hundred Eighteen (618) acres. Together with Three Hundred (300) inches of water from the Big Malad River conveyed to the land through the G

Onsida Mill Ditch and 13/14 of the Onsida Mill Ditch. Also together with fifty six and one-half (56 1/2) inches of water from Big Malad River, conveyed to the land through the Jones Ditch and 8/17 of said Jones Ditch. Also together with all the waters of Little Springs and 8 1/2 (6) wells located on said land. Also all ditch and water rights of every nature never evidenced.

Also the tenements, hereditaments and appurtenances thereto belonging or in anywise pertaining in the manner prescribed by law and to apply the proceeds of such sale to the satisfaction of the Judgment with interest thereon and costs, together with Sheriff's fees, and to execute the usual certificate and deed to the purchaser or purchasers, and

WHEREAS, in compliance with said writ, that on the 5th day of December, 1925 between a hours of 9 o'clock in the morning and 5 o'clock in the afternoon, to-wit: at the hour of 10:20 o'clock in the forenoon of that day in front of the front door of the County Court House in Oneida County, State of Idaho, and after due and legal notice having been given in said behalf as by the Statutes of Idaho made and provided, Morgan J. Tovey Sheriff sold at public auction all and singular the premises above described and in said it mentioned and described, and by said Decree directed to be sold to Union Central Life Insurance Company, a corporation who was the highest bidder therefor in the sum of \$18,378.12 and whereupon the said purchaser paid said Sheriff the said sum of \$18,378.12 bidden by them and thereupon Morgan J. Tovey as such Sheriff made and issued such certificate of Sale as by law directed in duplicate and delivered one to the said purchaser and filed the other in the office of the Recorder for said Oneida County, for record

WHEREAS, The period of one year has expired since the date of said sale and no Redemption or for the said premises has been made.

The Certificate of Sale mentioned herein was duly assigned to Jedd Jones the 26th, of February A.D. 1926

NOW THEREFORE, THIS INSTRUMENT WITNESSETH, That the said party of the first part, the said Morgan J. Tovey Sheriff as aforesaid, in order to carry into effect the sale so made by Morgan J. Tovey Sheriff, aforesaid in pursuance to said writ and in conformity to the Statutes in such case made and provided, and also in consideration of the premises, and the said sum of \$18,378.12 so bidden and paid by the said purchaser to Morgan J. Tovey Sheriff as aforesaid, the receipt whereof is hereby acknowledged, hath Granted, Bargained, Sold and Conveyed and by these presents doth Grant, Bargain, Sell and Convey unto the said party of the second part and to his heirs and assigns forever, all and singular the above described lands and premises.

Together with all and singular the tenements, hereditaments and appurtenances thereunto long or in anywise appertaining.

TO HAVE AND TO HOLD all and singular the above mentioned and described premises hereby conveyed, or intended so to be, with the appurtenances unto the said party of the second part his heirs and assigns forever.

IN WITNESS WHEREOF, I Morgan J. Tovey, the party of the first part to these presents Sheriff as aforesaid, have hereunto set my hand and the day and year first above written.

Morgan J. Tovey  
Sheriff of Oneida County, State of Idaho.

STATE OF IDAHO )  
COUNTY OF ONEIDA )

On this 7th day of December, 1926, before me J. Peter Jensen, Clerk of the District Court personally appeared Morgan J. Tovey Sheriff of the County of Oneida, State of Idaho, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he as such Sheriff executed the same.

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

J. Peter Jensen  
Clerk of the District Court.

(SEAL)

Filed for record at the request of Jno W. Clark this 18th day of December at 3-20 P.M. 1926

J. Peter Jensen Recorder By L. L. Peck Deputy

INSTR. NO. 42150

THIS INSTRUMENT, made this 9th day of December, in the year of our Lord One Thousand Nine Hundred and Twenty-six, between Jedd Jones and his wife, Sarah Jones, of Haled City, County of Oneida, State of Idaho, the parties of the first part, and Jas E. Williams, of Glenford, County of Oneida, State of Idaho, the party of the second part:

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

The East-half (2 $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Thirteen (13) and the East-half (2 $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) and the Northwest Quarter (NW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) and the South-half (S $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twelve (12) Township Fifteen (15) South, Range Thirty-five (35) East, of the Boise Meridian, and containing Two hundred eighty (280) acres.

Also all that part of the South-half (S $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) and the Northeast Quarter (NE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of said Section Twelve (12) lying North and East of the Big Haled River as the same now flows, containing Sixty (60) acres, also the West half (W $\frac{1}{2}$ ) of the West half (W $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section One (1) said Township and Range, containing Forty (40) acres.

Also all the North-half (N $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) and the North-half (N $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of said Section Twelve (12), said Township and Range and containing one hundred sixty (160) acres.

Also commencing at the Northwest corner of Section Seven (7) Township Fifteen (15) South, of Range Thirty-six (36) East, of the Boise Meridian, and running thence East Eighty-eight (88) rods and Five (5) feet; thence South One hundred forty-five (145) rods; thence East Eighty-eight (88) rods and Five (5) feet; thence North One hundred Forty five (145) rods to the place of beginning, and containing Eighty (80) acres.

A total acreage is contained herein of Six hundred twenty (620) acres more or less, excepting therefrom Two (2) acres in compact form located in the Northwest corner of the Southwest Quarter (SW $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of said Section Twelve (12) Township Fifteen (15) South, of Range Thirty-five (35) East, of the Boise Meridian, heretofore conveyed to the Glenford Mill & Elevator Company by Deed of Record in Book 18 of Deeds at Page 255 of the Records of Oneida County, State of Idaho.

A net acreage is contained herein of Six hundred eighteen (618) acres, Together with Three hundred (300) inches of water from the Big Haled River conveyed to the land through the Oneida Mill Ditch and 13/14 of the Oneida Mill Ditch.

Also together with Fifty-six and One-half (56 $\frac{1}{2}$ ) inches of water from the Big Haled River conveyed to the land through the Jones Ditch and 8/17 of said Jones Ditch.

Also together with all the waters of Little Springs and Six (6) wells located on said land, also all ditch and water rights of every nature however evidenced.

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

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

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

Signed, sealed and delivered in  
presence of

Jno J. Clark  
as to signature of Jedd Jones.

Jedd Jones (S24L)

Mrs Sarah Jones (S31L)

STATE OF IDAHO )  
SS  
COUNTY OF ONEIDA)

On this 9th day of December in the year 1926, before me, Jno J. Clark, a Notary Public in and for said County and State personally appeared Jedd Jones, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

(S24L)

Jno J. Clark  
Notary Public for Idaho  
Residing at Haled, Idaho.

STATE OF UTAH )  
SS  
COUNTY OF SALT LAKE)

On this 17th day of December in the year 1926, before me, a Notary Public in and for said County and State, personally appeared Sarah Jones, known to me to be one of the persons whose name is subscribed to the within instrument and acknowledged to me

that she executed the same.

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

(SEAL) G.  
Gertrude Walters  
Notary Public for  
Residing at

My commission expires  
March 2, 1929.

Filed for record at the request of Jno. J. Clark at 3-25 P.M. this 18th day of December 1926.

J. Peter Jensen Recorder By L.L. Peck Deputy.

# DEED RECORD No. 30

INSTRUMENT #81834

## WARRANTY DEED

THIS DEED, Made this 30th day of November, in the year of our Lord one thousand nine hundred and sixty one, between ELVA P. WILLIAMS, a Widow, of Malad City, County of Oneida, State of Idaho, of the first part, and JAMES BLAND WILLIAMS, of Malad City, County of Oneida, State of Idaho, of the second part: WITNESSETH, That the said party of the first part, for and in consideration of the sum of \$10.00 and other valuable consideration lawful money of the United States of America, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all of the following described real estate, situate in the County of Oneida, State of Idaho, to-wit:

Trp 15S, Rng 35 EBM, Section 1: NW1/4SW1, NE1/4, NE1/4SE1, SE1/4SE1  
Also, all that part of the SW1/4, NE1/4SW1, lying N & E of the Big Malad River, except 2 acres in the NW corner of the SW1/4 thereof.  
Section 13: E1/4NE1/4, Trp 15 S, Rng 36 EBM  
Section 7: Also com at the NW corner of Sec 7 thence run E 88 rods 5 ft, thence S 145 rods, thence W 88 rods 5 ft, thence N 145 rods to place of beginning.

\$33.00 Documentary Stamps attached and duly cancelled.

TOGETHER, With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said party of the first part.  
TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the party of the second part, and to his heirs and assigns forever, and the said party of the first part, and her heirs, the said premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said party of the first part, and her heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

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

Signed, Sealed and Delivered in the Presence of

Elva P. Williams (SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

STATE OF IDAHO, }  
COUNTY OF Oneida

On this 20th day of November, in the year 1961, before me, E. L. Scott, a Notary Public in and for said State, personally appeared Elva P. Williams

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

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

(SEAL)

E. L. Scott  
Notary Public for the State of Idaho, residing at  
Malad City, Idaho.

STATE OF IDAHO, }  
COUNTY OF ONEIDA

Filed for record this 27th day of December, A.D. 1961, at 10:45 o'clock A.M.  
Colen H. Sweeten, Jr. By Rachel Hughes  
Ex-Officio Recorder. Deputy.

J. D. Williams  
Attorney at Law  
274 E. Ridgefield Dr.  
Boise, Idaho 83706  
Telephone: 208 344-4905

Attorney for Petitioner

117806  
Memorandum  
28 Jan 1992  
At 11:55 AM  
J. D. Williams  
Boise, Co. Idaho  
J. D. Williams

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF  
THE STATE OF IDAHO IN AND FOR THE COUNTY OF ONEIDA

MAGISTRATES DIVISION

IN THE MATTER OF THE ESTATE )  
OF )  
JAMES BLAND WILLIAMS )  
Deceased. )  
----- )  
Case No. SP-91-44  
DECREE  
Idaho Code Sec. 15-3-1205

The above entitled matter came on regularly for hearing on the 28th day of January, 1992, pursuant to an order of the Court fixing the time of hearing thereof, and proof being made to the satisfaction of the Court that due and regular notice of the time and place of hearing said Petition has been given in the manner and for the time required by law and by order of the Court, and the Court having considered the Petition for Summary Administration of Testate Estate pursuant to Idaho Code Sec. 15-3-1205, and heard the proofs, both oral and documentary now finds:

File of Idaho  
County of Oneida } ss.  
I hereby certify that the foregoing is a full, true and  
correct copy of the original in the above entitled  
cause and entered the said records upon  
28th day of Jan 1992

DECREE - Page 1

Clerk of The District Court  
K. A. Wharton  
Deputy

1. That on the 3rd day of January, 1992, in the County of Oneida, Idaho, the Decedent and his wife were married, and thereafter continued to live together as husband and wife until the death of the Decedent.

2. That during coverture, the husband and wife, they did, by their joint efforts and services in the acquirement of title to the property hereto and incorporated herein by reference, the community property of the Decedent.

3. The Court further finds that the Decedent was a resident of Idaho on the 10th day of December, 1991.

4. Decedent executed a will on the 10th day of December, 1991 which was filed with this Court and is hereby adjudged as the last will of the Decedent.

5. No proceedings have been had in reference to Decedent's estate.

DECREE - Page 2

117806

1. That on the 3rd day of April 1936, at Logan, Cache County, Utah, the Decedent and Petitioner, ARDELLE E. WILLIAMS, were married, and thereafter continued to live together as husband and wife until the death of the Decedent.

2. That during coverture and while living together as husband and wife, they did, by their joint efforts, labors and services in the acquirement of property as husband and wife, acquire title to the property described in Exhibit "A" attached hereto and incorporated herein by reference; that said property was the community property of the Decedent and Decedent's spouse.

3. The Court further finds that the Decedent died testate on the 10th day of December, 1991, in Malad City, Oneida County, a resident of Idaho.

4. Decedent executed a Will on the 9th day of December, 1991 which was filed with this court on the 31st of December, 1991, and is hereby adjudged as the valid Last Will and Testament of Decedent.

5. No proceedings have heretofore been had or taken with reference to Decedent's estate.

DECREE - Page 2

6. At the time of Decedent's death, the following persons were Decedent's heirs at Idaho, to-wit:

| <u>NAME</u>         | <u>AGE</u> |
|---------------------|------------|
| Ardelle E. Williams | Adult      |
| Janice A. Williams  | Adult      |
| James D. Williams   | Adult      |
| Daniel D. Williams  | Adult      |

7. The Court further finds that such property and all interest in such property at the time of death passed to ARDELLE E. WILLIAMS as the sole legatee and devisee, and that all indebtedness, if any there be, is a charge against Decedent's estate.

8. The Court further finds that the Court and a copy of said Inverness Commission, Inheritance Tax Division.

NOW THEREFORE, BY REASON OF THE FOREGOING,  
HEREBY DETERMINED, ADJUDGED AND

DECREE - Page 3

117806

6, at Logan, Cache  
DELLE E. WILLIAMS,  
together as husband

living together as  
efforts, labors and  
husband and wife,  
hibit "A" attached  
it said property was  
edent's spouse.

cedent died testate  
y, Oneida County, a

h day of December,  
of December, 1991,  
1 and Testament of

had or taken with

117806

6. At the time of Decedent's death, the following named  
persons were Decedent's heirs at law under the laws of the State of  
Idaho, to-wit:

| <u>NAME</u>         | <u>AGE</u> | <u>RELATIONSHIP</u> | <u>ADDRESS</u>                           |
|---------------------|------------|---------------------|------------------------------------------|
| Ardelle E. Williams | Adult      | Wife                | 230 N. 100 W.<br>Malad, ID 83252         |
| Janice A. Williams  | Adult      | Daughter            | Rt. 1<br>Malad, ID 83252                 |
| James D. Williams   | Adult      | Son                 | 274 E. Ridgefield Dr.<br>Boise, ID 83706 |
| Daniel D. Williams  | Adult      | Son                 | Franklin, ID 83237                       |

7. The Court further finds and concludes as a matter of law  
that such property and all interest of said Decedent therein at the  
time of death passed to ARDELLE E. WILLIAMS, the surviving spouse,  
as the sole legatee and devisee under the will, subject to any and  
all indebtedness, if any there be, that might be a claim against  
Decedent's estate.

8. The Court further finds that an Inventory was filed with  
the Court and a copy of said Inventory was filed with the State Tax  
Commission, Inheritance Tax Division, State of Idaho.

NOW THEREFORE, BY REASON OF THE LAW AND THE PREMISES, IT IS  
HEREBY DETERMINED, ADJUDGED AND DECREED:

DECREE - Page 3

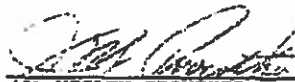
117806

1. That due and legal notice of the filing of the Petition in this matter, and of the time and place of hearing same has been given.

2. The will of Decedent on file herein is the valid Last Will and Testament of Decedent.

3. The hereinafter described property and any other property that may not be known and is hereafter discovered, and all of the Decedent's interest therein at the time of death passed to ARDELLE E. WILLIAMS, the surviving spouse, as sole devisee and legatee under the Will, and said surviving spouse became and is hereby adjudged and decreed to be the sole owner of such property in fee simple, and record title is hereby decreed and established, subject to any and all indebtedness, if any there be, that might be a claim against Decedent's estate, in the said ARDELLE E. WILLIAMS, to that certain property described in Exhibit "A" attached hereto and that the values contained in the said Exhibit "A" are the values of said property on the date of Decedent's death.

Dated this 28th day of January, 1992.

  
J. WESLEY CROWTHER  
Magistrate

DECREE - Page 4

REAL PROPERTY

Item

Ranch property located in On County described in Exhibit attached hereto

Less Federal Land Bank Mortg

Residence property located i Malad City, Idaho described Exhibit "B" attached hereto

Total

Less one-half (1/2) com property interest

Total Real Propert

PERSONAL PROPERTY

Interest in G & W Farm Partn

Livestock:

11 bulls  
254 cows  
30 cows/calves  
85 steers  
67 mixed calves  
19 small mixed calves  
46 heifers  
20 small calves  
5 horses

Total

Less 1/2 partnership in

Less 1/2 community prop

Total Livestock

117806

EXHIBIT "A"  
INVENTORY

REAL PROPERTY

| <u>Item</u>                                                                              | <u>Value</u>   |
|------------------------------------------------------------------------------------------|----------------|
| Ranch property located in Oneida County described in Exhibit "B" attached hereto         | \$325,000      |
| Less Federal Land Bank Mortgage                                                          | ( 39,490)      |
| Residence property located in Malad City, Idaho described in Exhibit "B" attached hereto | <u>60,000</u>  |
| Total                                                                                    | 345,510        |
| Less one-half (1/2) community property interest                                          | <u>172,755</u> |
| Total Real Property                                                                      | <u>172,755</u> |

PERSONAL PROPERTY

Interest in G & W Farm Partnership

Livestock:

|                                      |                |
|--------------------------------------|----------------|
| 11 bulls                             | 16,500         |
| 254 cows                             | 203,200        |
| 30 cows/calves                       | 30,000         |
| 85 steers                            | 46,750         |
| 67 mixed calves                      | 33,500         |
| 19 small mixed calves                | 8,550          |
| 46 heifers                           | 23,000         |
| 20 small calves                      | 6,000          |
| 5 horses                             | 2,500          |
| Total                                | 370,000        |
| Less 1/2 partnership interest        | <u>185,000</u> |
|                                      | 185,000        |
| Less 1/2 community property interest | <u>92,500</u>  |
| Total Livestock                      | <u>92,500</u>  |

EQUIPMENT

| <u>Item</u>                            |
|----------------------------------------|
| 1972 Chevrolet 2 ton truck             |
| 1973 Chevrolet 1 ton truck             |
| 1989 Chevrolet 3/4 ton pic             |
| 1974 Chevrolet 3/4 ton pic             |
| 1973 Chevrolet 1/2 ton pic             |
| 1977 Dodge 1 ton truck                 |
| 1987 Buick                             |
| 1986 International Tractor with Loader |
| 930 Case Tractor                       |
| 1290 International Swather             |
| Miscellaneous Equipment                |
| Total                                  |
| Less partnership inte                  |
| Less community proper                  |
| Total Equipment                        |

CASH

|                       |
|-----------------------|
| Less partnership inte |
| Less community proper |
| Total Cash            |

CROPS

|                       |
|-----------------------|
| Less partnership inte |
| Less community proper |
| Total Crops           |

EXHIBIT "A"

117806

117806

EQUIPMENT

| <u>Item</u>                               | <u>Value</u>  |
|-------------------------------------------|---------------|
| 1972 Chevrolet 2 ton truck                | 8,000         |
| 1973 Chevrolet 1 ton truck                | 3,000         |
| 1989 Chevrolet 3/4 ton pickup             | 11,000        |
| 1974 Chevrolet 3/4 ton pickup             | 1,000         |
| 1973 Chevrolet 1/2 ton pickup             | 500           |
| 1977 Dodge 1 ton truck                    | 6,000         |
| 1987 Buick                                | 7,000         |
| 1986 International Tractor<br>with Loader | 10,000        |
| 930 Case Tractor                          | 2,000         |
| 1290 International Swather                | 1,000         |
| Miscellaneous Equipment                   | <u>5,000</u>  |
| Total                                     | 54,500        |
| Less partnership interest                 | <u>27,250</u> |
|                                           | 27,250        |
| Less community property interest          | <u>13,625</u> |
| Total Equipment                           | <u>13,625</u> |

345,510

172,755172,755CASH

9,000

|                                  |              |
|----------------------------------|--------------|
| Less partnership interest        | <u>4,500</u> |
|                                  | 4,500        |
| Less community property interest | <u>2,250</u> |
| Total Cash                       | <u>2,250</u> |

370,000

185,000185,00092,50092,500CROPS

34,500

|                                  |              |
|----------------------------------|--------------|
| Less partnership interest        | 17,250       |
| Less community property interest | <u>8,625</u> |
| Total Crops                      | <u>8,625</u> |

EXHIBIT "A"

PAGE TWO

117806

LESS PARTNERSHIP DEBTS

|                                  |              |                  |
|----------------------------------|--------------|------------------|
| West One Bank Loans              | 48,678       |                  |
| Samaria Grazing                  | 900          |                  |
| Morse Rent                       | 4,000        |                  |
| Real Property Taxes              | <u>2,500</u> |                  |
|                                  |              | 56,078           |
| Less partnership interest        |              | <u>28,039</u>    |
|                                  |              | <u>28,039</u>    |
| Less community property interest |              | <u>14,019</u>    |
| Total Debts                      |              | <u>( 14,020)</u> |
| Total Partnership Interest       |              | \$102,980        |

OTHER ITEMS

|                                                    |              |                  |
|----------------------------------------------------|--------------|------------------|
| Range Permit                                       | 14,100       |                  |
| Household Furniture                                | 6,000        |                  |
| Automobiles                                        | <u>2,000</u> |                  |
|                                                    |              | 22,100           |
| Less community property interest                   |              | <u>11,050</u>    |
| Total                                              |              | <u>11,050</u>    |
| Total of Decedent's interest<br>in all properties: |              | <u>\$286,785</u> |

Real PropertyRanch Property

Township 15 South, Range 35 East, Boise Meridian,

Section 1:  $W\frac{1}{2}$ SW $\frac{1}{4}$

Section 12: All that part of the S $\frac{1}{2}$ NE $\frac{1}{4}$  and the NE $\frac{1}{4}$ SW $\frac{1}{4}$  lying North and East of the Big Malad River as the same now flows; E $\frac{1}{2}$ SE $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$ , N $\frac{1}{2}$ NE $\frac{1}{4}$ , EXCEPTING THEREFROM 2 acres in a compact form located in the Northwest corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 12, heretofore conveyed to Owenford Mill and Elevator Company by Deed recorded in Book 13, page 256, records of Oneida County

Section 13: E $\frac{1}{2}$ NE $\frac{1}{4}$

Township 15 South, Range 36 East, Boise Meridian,

Section 7 : Commencing at the Northwest corner of section 7; thence East 88 rods 5 feet; thence South 145 rods, thence West 88 rods 5 feet; thence North 145 rods to the place of beginning. ✓

Residence Property

Commencing at a point 169.2 feet West and 11 rods North of the Southeast Corner of Lot 4, Block 7, of the Townsite of Malad City, Idaho, as the same appears upon the plat thereof on file in the office of the County Recorder of Oneida County, thence running East 169.2 feet; thence North 49 $\frac{1}{2}$  feet; thence West 169.2 feet; thence South 49 $\frac{1}{2}$  feet to the point of beginning.

GIFT  
WARRANTY DEED

FOR VALUE RECEIVED

ARDELLE E. WILLIAMS, a widow, the grantor, does hereby grant,  
bargain, sell and convey unto

RICHARD A. GODDARD and JANICE A. GODDARD, Husband and Wife

whose current address is

Route 1  
Malad, Idaho 83252

the grantees, the following described premises, in Oneida County,  
to wit:

An undivided one half (1/2) interest in the real property  
described in Exhibit "A" attached hereto and incorporated herein by  
reference thereto.

TO HAVE AND TO HOLD the said premises, with their  
appurtenances unto the said Grantee, her heirs and assigns forever.  
And the said Grantor does hereby covenant to and with the said  
Grantee, that she is the owner in fee simple of said premises; that  
they are free from all encumbrances, except those of record, and  
that she will warrant and defend the same from all lawful claims  
whatsoever.

DATED: 3-28-92

Ardelle E. Williams  
ARDELLE E. WILLIAMS

STATE OF IDAHO )  
County of Oneida )

On this 28<sup>th</sup> day of January, 1992 before me, the  
undersigned, a Notary Public in and for said State, personally  
appeared ARDELLE E. WILLIAMS, 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.

Richard A. Goddard  
NOTARY PUBLIC for State of Idaho  
Residing at Malad, Idaho  
Comm. Expires: 2/7/93

WARRANTY DEED

PAGE ONE

117971  
3-28-92  
2.50  
Ardelle E. Williams  
6.00

## EXHIBIT "A"

Real PropertyRanch Property

Township 15 South, Range 35 East, Boise Meridian,

Section 1: W1/2W1/2SW1/4

Section 12: All that part of the S1/2NW1/4 and the NE1/4SW1/4 lying north and East of the Big Malad River as the same now flows; E1/2SE1/4, S1/2NE1/4, N1/2NW1/4, NW1/4SE1/4, N1/2NE1/4, EXCEPTING THEREFROM 2 acres in a compact form located in the Northwest Corner of the SW1/4NW1/4 of said Section 12, heretofore conveyed to Gwenford Mill and Elevator Company by Deed recorded in Book 13, page 256, records of Oneida County.

Section 13: E1/2NE1/4

Township 15 south, Range 36 East, Boise Meridian,

Section 7: Commencing at the Northwest corner of section 7; thence East 88 rods 5 feet; thence South 145 rods, thence West 88 rods 5 feet; thence North 145 rods to the place of beginning.

117972

GIFT  
WARRANTY DEED

FOR VALUE RECEIVED

ARDELLE E. WILLIAMS, a widow, the grantor, does hereby grant,  
bargain, sell and convey unto

DANIEL D. WILLIAMS as his sole and separate property

whose current address is

Franklin, Idaho 83237

the grantee, the following described premises, in Oneida County, to  
wit:

An undivided one fourth (1/4) interest in the real property  
described in Exhibit "A" attached hereto and incorporated herein by  
reference thereto.

TO HAVE AND TO HOLD the said premises, with their  
appurtenances unto the said Grantee, her heirs and assigns forever.  
And the said Grantor does hereby covenant to and with the said  
Grantee, that she is the owner in fee simple of said premises; that  
they are free from all encumbrances, except those of record, and  
that she will warrant and defend the same from all lawful claims  
whatsoever.

DATED: 3-28-92

ARDELLE E. WILLIAMS

STATE OF IDAHO )  
County of Oneida )

On this 27th day of January, 1992 before me, the  
undersigned, a Notary Public in and for said State, personally  
appeared ARDELLE E. WILLIAMS, 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.

NOTARY PUBLIC for State of Idaho  
Residing at *Notary Public*  
Comm. Expires: 2/17/93

WARRANTY DEED

PAGE ONE

117972

EXHIBIT "A"

Real Property

Ranch Property

Township 15 South, Range 35 East, Boise Meridian,

Section 1: W1/2W1/2SW1/4

Section 12: All that part of the S1/2NW1/4 and the NE1/4SW1/4 lying north and East of the Big Malad River as the same now flows; E1/2SE1/4, S1/2NE1/4, N1/2NW1/4, NW1/4SE1/4, N1/2NE1/4, EXCEPTING THEREFROM 2 acres in a compact form located in the Northwest Corner of the SW1/4NW1/4 of said Section 12, heretofore conveyed to Gwenford Mill and Elevator Company by Deed recorded in Book 13, page 256, records of Oneida County.

Section 13: E1/2NE1/4

Township 15 south, Range 36 East, Boise Meridian,

Section 7: Commencing at the Northwest corner of section 7; thence East 88 rods 5 feet; thence South 145 rods, thence West 88 rods 5 feet; thence North 145 rods to the place of beginning.

117973  
31 March 92  
10:00  
J. D. Williams  
600  
J. D. Williams

GIFT  
WARRANTY DEED

FOR VALUE RECEIVED

ARDELLE E. WILLIAMS, a widow, the grantor, does hereby grant,  
bargain, sell and convey unto

JAMES D. WILLIAMS, as his sole and separate property

whose current address is

274 E. Ridgefield Drive  
Boise, Idaho 83706

the grantee, the following described premises, in Oneida County, to  
wit:

An undivided one fourth (1/4) interest in the real property  
described in Exhibit "A" attached hereto and incorporated herein by  
reference thereto.

TO HAVE AND TO HOLD the said premises, with their  
appurtenances unto the said Grantee, her heirs and assigns forever.  
And the said Grantor does hereby covenant to and with the said  
Grantee, that she is the owner in fee simple of said premises; that  
they are free from all encumbrances, except those of record, and  
that she will warrant and defend the same from all lawful claims  
whatsoever.

DATED: 3-28-92

Ardele E. Williams  
ARDELLE E. WILLIAMS

STATE OF IDAHO )  
County of Oneida )

On this 28th day of January, 1992 before me, the  
undersigned, a Notary Public in and for said State, personally  
appeared ARDELLE E. WILLIAMS, 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.

James D. Williams  
NOTARY PUBLIC for State of Idaho  
Residing at Madrid, Idaho  
Comm. Expires: 2/17/93

WARRANTY DEED

PAGE ONE

117973

EXHIBIT "A"

Real Property

Ranch Property

Township 15 South, Range 35 East, Boise Meridian,

Section 1: W1/2W1/2SW1/4

Section 12: All that part of the S1/2NW1/4 and the NE1/4SW1/4 lying north and East of the Big Malad River as the same now flows; E1/2SE1/4, S1/2NE1/4, N1/2NW1/4, NW1/4SE1/4, N1/2NE1/4, EXCEPTING THEREFROM 2 acres in a compact form located in the Northwest Corner of the SW1/4NW1/4 of said Section 12, heretofore conveyed to Gwenford Mill and Elevator Company by Deed recorded in Book 13, page 256, records of Oneida County.

Section 13: E1/2NE1/4

Township 15 south, Range 36 East, Boise Meridian,

Section 7: Commencing at the Northwest corner of section 7; thence East 88 rods 5 feet; thence South 145 rods, thence West 88 rods 5 feet; thence North 145 rods to the place of beginning.

Notation No. 120050  
4 FEBRUARY 1994

4-78  
JAMES D. WILLIAMS

9.00  
FOR VALUE RECEIVED

WARRANTY DEED

RICHARD A. GODDARD and JANICE A. GODDARD, husband and wife, as to a one half (1/2) interest; DANIEL D. WILLIAMS, dealing in his sole and separate property, and his wife, MARY JANE WILLIAMS, as to any interest she may have acquired as his wife, as to a one fourth interest (1/4); JAMES D. WILLIAMS, dealing in his sole and separate property, and his wife, ROSEMARY J. WILLIAMS, as to any interest she may have acquired as his wife, as to a one fourth (1/4) interest, the grantors do hereby grant, bargain, sell and convey unto

W. NEIL JENSEN and CLARA C. JENSEN, husband and wife whose address after March 10, 1994 will be:

112 South Samaria Rd  
Malad City, Idaho 83252

the grantees, the real property, in Oneida County, Idaho described in Exhibit "A" attached hereto and incorporated herein by reference thereto.

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 except those described in Exhibit "A" attached hereto, and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: February 14, 1994

James D. Williams  
JAMES D. WILLIAMS

Richard A. Goddard  
RICHARD A. GODDARD

Rosemary J. Williams  
ROSEMARY J. WILLIAMS

Janice A. Goddard  
JANICE A. GODDARD

*Daniel D. Williams*  
 DANIEL D. WILLIAMS

*Mary Jane Williams*  
 MARY JANE WILLIAMS

STATE OF IDAHO )  
 )  
 County of Ada )

On this 1st day of February, 1994 before me, the undersigned, a Notary Public in and for said State, personally appeared DANIEL D. WILLIAMS, MARY JANE WILLIAMS, JAMES D. WILLIAMS and ROSEMARY J. WILLIAMS, 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.



*H. A. Jones*  
 NOTARY PUBLIC for State of Idaho  
 Residing at: Boise, Idaho  
 Comm. Expires: 8/24/98

STATE OF IDAHO )  
 )  
 County of Oneida )

On this 14 day of February, 1994 before me, the undersigned, a Notary Public in and for said State, personally appeared RICHARD A. GODDARD and JANICE A. GODDARD, 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.



*Lou Ann McNamee*  
 NOTARY PUBLIC for State of Idaho  
 Residing at: Malad, ID  
 Comm. Expires: 7-94

## EXHIBIT "A"

Township 15 South, Range 35 East, Boise Meridian:

Section 1: NW1/4SW1/4

Section 12: All that part of the SW1/4 and the NE1/4SW1/4 lying North and East of the Big Malad River as the same now flows; E1/4SE1/4; SW1/4NE1/4; NW1/4SW1/4; NW1/4SE1/4; NE1/4NE1/4; EXCEPTING THEREFROM 2 acres in a compact form located in the Northwest corner of the SW1/4NW1/4 of said Section 12, heretofore conveyed to Gwinnford Mill and Elevator Company by Deed recorded in Book 11, Page 256, records of Oneida County, Idaho.

Section 13: E1/4NE1/4

Township 15 South, Range 36 East, Boise Meridian:

Section 7: Commencing at the Northwest Corner of Section 7; thence East 88 rods 5 feet; thence South 145 rods; thence West 88 rods 5 feet; thence North 145 rods to the place of beginning.

Together with all of Grantors right, title and interest in the following water rights:

Water Licenses 15-02010, 15-02043 and 15-02059

Statutory Claims 15-4007 and 15-4014

SUBJECT TO:

All unrecorded agreements regarding the administration and distribution of said water rights with other water users with an interest therein including access to points of diversion.

Right, title and interest of David W. Smith and others in and to the Deep Well situated in the Northwest Corner of the SW1/4 of Sec. 1, Twp. 15 S., R. 35 E.B.M.; under and by virtue of an unrecorded agreement and the Deed to David W. Smith found of record in Book 29 of Deeds, Page 134.

ALSO SUBJECT TO:

Road and highway rights of way as evidenced by the plat thereof on file in the office of the Oneida County Assessor and also all other easements which are not shown by public record.

ALSO SUBJECT TO:

A real estate mortgage with NORTHWEST FARM CREDIT SERVICES, ACA, as mortgagee, dated March 3, 1992 and recorded March 9, 1992 as Instrument No. 117843 in the records of Oneida County, Idaho, which mortgage the Grantees agree to assume the entire principal balance and all accrued interest thereon according to the terms thereof and to fully hold the Grantors and ARDELLE E. WILLIAMS and G. E. W. FARMS, a partnership, harmless thereunder.

04 Day January 2005  
At 11:20 (Clock) a M  
Debbie Williams  
Onida Co. Recorder  
Fee \$ 6.00 Deputy  
Recorded at Request of Debbie Williams

**CORRECTION WARRANTY DEED**

For value received, W. NEIL JENSEN and CLARA C. JENSEN, husband and wife, the Grantors, do hereby Grant, Bargain, Sell, and Convey unto BLACKBURN LAND & CATTLE, LLC, a Limited Liability Company of the State of Utah, whose current address is 476 Heritage Park #230, Layton, UT, 84041, the Grantee, the real property located in Oneida County, Idaho, described in the SCHEDULE "A" attached hereto and made a part hereof by reference.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its successors 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 they are free from all encumbrances and they will Warrant and Defend the same from all lawful claims.

THIS WARRANTY DEED IS GIVEN TO CORRECT THE LEGAL DESCRIPTION IN THAT WARRANTY DEED BETWEEN THE ABOVE PARTIES DATED MAY 3, 2000, RECORDED MAY 26, 2000, AS INSTRUMENT NO. 129428

Dated: February 1, 2005.

W. Neil Jensen  
W. NEIL JENSEN

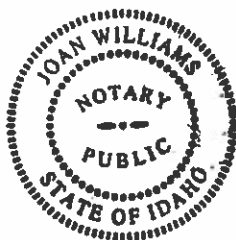
Clara C. Jensen  
CLARA C. JENSEN

STATE OF IDAHO  
COUNTY OF ONEIDA

ss

On this 1st day of February 2005, before me, a Notary Public in and for said State, personally appeared W. NEIL JENSEN and CLARA C. JENSEN, 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 seal the day and year first above written.



Joan Williams  
Notary Public  
Residing at: Malad City, ID  
My Commission Expires: 5-6-09

## SCHEDULE "A"

### Parcel 1:

Township 15 South, Range 35 East, Boise Meridian:

Section 1:  $W\frac{1}{2}W\frac{1}{2}SW\frac{1}{4}$

Section 12: All that part of the  $S\frac{1}{2}NW\frac{1}{4}$  and the  $NE\frac{1}{4}SW\frac{1}{4}$  lying North and East of the Big Malad River as the same now flows;  $E\frac{1}{2}SE\frac{1}{4}$ ;  $S\frac{1}{2}NE\frac{1}{4}$ ;  $N\frac{1}{2}NW\frac{1}{4}$ ;  $NW\frac{1}{4}SE\frac{1}{4}$ ;  $N\frac{1}{2}NE\frac{1}{4}$ ; EXCEPTING THEREFROM 2 acres in a compact form located in the Northwest corner of the  $SW\frac{1}{4}NW\frac{1}{4}$  of said Section 12, heretofore conveyed to Gwenford Mill and Elevator Company by Deed recorded in Book 13, Page 256, records of Oneida County, Idaho.

Section 13:  $E\frac{1}{2}NE\frac{1}{4}$

Township 15 South, Range 36 East, Boise Meridian:

Section 7: Commencing at the Northwest Corner of Section 7; thence East 88 rods 5 feet; thence South 145 rods; thence West 88 rods 5 feet; thence North 145 rods to the place of beginning.

### Parcel 2:

T-230 being in Section 12, Township 15 South, Range 35 East, Boise Meridian, and described as follows:

2 acres in a compact form located in the Northwest corner of the  $SW\frac{1}{4}NW\frac{1}{4}$  of said Section 12, heretofore conveyed to Gwenford Mill and Elevator Company by Deed recorded in Book 13, Page 256, records of Oneida County, Idaho.

ALSO, All that part of the  $NE\frac{1}{4}NE\frac{1}{4}$  of Section 11, Township 15 South, Range 35 East, Boise Meridian, lying South and East of the County Road running through said 40 acre tract. (T-3976)

TOGETHER WITH all and singular the tenements and appurtenances thereunto belonging or in anywise appertaining and including but not limited to:

All water and water rights and ditch rights used in connection therewith

All wells and artesian wells situated thereon

Irrigation Well located East of the headquarters under Permit Number 29963 issued by the State of Idaho, Department of Water Resources for an undivided one-half interest

Irrigation Well situated on the North end of the above premises under an agreement between Seller and other well users for an undivided one-fourth interest

Unnamed Springs under Claim No. 15-4007 issued by the State of Idaho, Department of Water Resources for approximately 3.2 c.f.s. from ditch South of Main home

Winter water permit #15-4007 issued by the State of Idaho, Department of Water Resources

Seller's interest, if any, in all oil, gas, mineral and geothermal rights

Microfilm No. 100-1657  
04 Day February 2005  
At 11:25 O'clock a M  
Deane S. Hudson  
Oneida Co. Notary  
Fees \$ 9.00 Deputy  
Recorded at Request of  
Scotts Land Title Co.

## CORRECTION WARRANTY DEED

For value received, **BLACKBURN LAND & CATTLE, L.L.C.**, an Idaho Limited Liability Company, the Grantor, does hereby Grant, Bargain, Sell and Convey unto **PHEASANT BROOK, L.L.C.**, an Idaho Limited Liability Company, the Grantee, whose current address is 3125 South 4100 West, Malad City, ID, 83252, the following described premises in Oneida County, Idaho, to-wit:

**SEE SCHEDULE "A" ATTACHED HERETO**

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to its successors and assigns forever, and the said Grantor does hereby covenant to and with the said Grantee that it is the owner in fee simple of said premises; that they are free from all encumbrances and it will Warrant and Defend the same from all lawful claims.

Dated: January 25, 2005.

BLACKBURN LAND & CATTLE, L.L.C.

  
JEREMY BLACKBURN Member/Manager

  
MAYAKO BLACKBURN, Member

STATE OF SOUTH CAROLINA  
COUNTY OF GEORGETOWN ss

On this 25<sup>th</sup> day of January, 2005, before me, a Notary Public in and for said State, personally appeared JEREMY BLACKBURN, known to me to be the Member/Manager of Blackburn Land & Cattle, L.L.C., and MAYAKO BLACKBURN, known to be to be a Member of Blackburn Land & Cattle, L.L.C., the persons whose names are subscribed to the within instrument, and acknowledged to me that said Limited Liability Company executed the same.

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

Notary Public   
Residing at: Pawleys Island, SC  
My Commission Expires: 8/31/2008

**SCHEDULE "A"**  
**Deed to Pheasant Brook, L.L.C.**

**PARCEL 1:**

Township 15 South, Range 35 East, Boise Meridian:

Section 1: E $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ , Also,

W $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$ , EXCEPTING THEREFROM the following described tract of land:

Commencing at the Northwest corner of the E $\frac{1}{2}$ SW $\frac{1}{4}$  of Section 1, thence running East 467 feet; thence South 467 feet; thence West 467 feet; thence North 467 feet to the point of beginning.

Also,

Commencing at the Northwest corner of the E $\frac{1}{2}$ SW $\frac{1}{4}$  of Section 1, thence running East 467 feet; thence South 467 feet; thence West 467 feet; thence North 467 feet to the point of beginning. (T-5359)

**PARCEL 2:**

Township 15 South, Range 35 East, Boise Meridian:

Section 11: Commencing at the Northeast Corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 11, Township 15 South, Range 35 East, Boise Meridian: thence running West 29.2 rods; thence South 34°30' West 16 rods; thence North 73°00' West 16 rods; thence North 8.44 rods to 40-acre line; thence West 19.24 rods; thence South 160 rods; thence East 73 rods; thence North 160 rods to the point of beginning. (T-931). EXCEPTING THEREFROM the following described parcel of land:

Beginning at the Northeast Corner of said Section 11; thence North 89°14'20" West 1207.72 feet along the North line of said Section 11; thence South 1339.42 feet to a 5/8" rebar with cap labeled "A. A. HUDSON PLS 4735" set on a fence line, the True Point of Beginning; thence along a fence line through the following courses: North 88°35'59" East 248.00 feet to a 5/8" rebar with cap; South 84°08'49" East 48.42 feet to a 5/8" rebar with cap; thence South 31°03'13" East 138.58 feet to a 5/8" rebar with cap; thence South 61°07'36" East 103.78 feet to a 5/8" rebar with cap; thence South 66°56'40" East 71.61 feet to a 5/8" rebar with cap set on the Westerly right-of-way line of Samaria Road; thence South 38°13'33" West 526.88 feet along said right-of-way line to a 5/8" rebar with cap set on the Northerly right-of-way line of a County Road; thence North 87°23'03" West 170.55 feet along said right-of-way line to a 5/8" rebar with cap set at a fence line; thence North 12°09'57" West 129.12 feet along a fence line to a 5/8" rebar with cap; thence North 01°10'24" West 164.36 feet to a 5/8" rebar with cap set at a fence corner; thence North 00°28'53" East 311.34 feet to the True Point of Beginning.

ALSO,

Commencing at the Southwest Corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 12, Township 15 South, Range 35 East, Boise Meridian; thence running North 142 rods to a point in the center of the Big Malad River at a point 18 rods South of the Northwest Corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 12; thence following the meandering course of said river in a Southeasterly direction to a point 5 rods West of the Southeast Corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 12; thence West 155 rods to the point of beginning. (T-932).

PARCEL 3:

Township 15 South, Range 35 East, Boise Meridian:

Section 1:  $W\frac{1}{2}W\frac{1}{2}SW\frac{1}{4}$

Section 12:  $E\frac{1}{2}SE\frac{1}{4}$ ;  $S\frac{1}{2}NE\frac{1}{4}$ ;  $N\frac{1}{2}NW\frac{1}{4}$ ;  $NW\frac{1}{4}SE\frac{1}{4}$ ;  $N\frac{1}{2}NE\frac{1}{4}$ ; All that part of the  $S\frac{1}{2}NW\frac{1}{4}$  and the  $NE\frac{1}{4}SW\frac{1}{4}$  lying North and East of the Big Malad River as the same now flows (T-930); EXCEPTING THEREFROM 2 acres in a compact form located in the Northwest corner of the  $SW\frac{1}{4}NW\frac{1}{4}$  of said Section 12, heretofore conveyed to Gwenford Mill and Elevator Company by Deed recorded in Book 13, Page 256, records of Oneida County, Idaho.

Section 13:  $E\frac{1}{2}NE\frac{1}{4}$

Township 15 South, Range 36 East, Boise Meridian:

Section 7: Commencing at the Northwest Corner of Section 7; thence East 88 rods 5 feet; thence South 145 rods; thence West 88 rods 5 feet; thence North 145 rods to the place of beginning. (T-997)

PARCEL 4:

That property described as Assessor's Tax No. 230 being in Section 12, Township 15 South, Range 35 East, Boise Meridian, and described as follows:

2 acres in a compact form located in the Northwest corner of the  $SW\frac{1}{4}NW\frac{1}{4}$  of said Section 12, heretofore conveyed to Gwenford Mill and Elevator Company by Deed recorded in Book 13, Page 256, records of Oneida County, Idaho.

ALSO, All that part of the  $NE\frac{1}{4}NE\frac{1}{4}$  of Section 11, Township 15 South, Range 35 East, Boise Meridian, lying South and East of the County Road running through said 40 acre tract. (T-3976).

THIS WARRANTY DEED IS RECORDED TO CORRECT THE LEGAL DESCRIPTION IN THAT WARRANTY DEED BETWEEN THE ABOVE PARTIES DATED MAY 3, 2000, RECORDED MAY 26, 2000, AS INSTRUMENT NO. 129428

NTO-1842  
L. VICTOR RICHES  
10410 WEST LOYOLA DR.  
LOS ALTOS, CA 94024

Microfilm No **141414**  
ID Day **August 2007**  
At **1:50** PM  
By **Natalie Murphy**  
Oneida Co. Recorder  
Fee \$ **9.00** Deputy  
Recorded at Request of **Nathaniel Co.**

## SPECIAL WARRANTY DEED

PHEASANT BROOK, L.L.C., AN IDAHO LIMITED LIABILITY COMPANY, Grantor(s) of MALAD CITY, County of ONEIDA, State of ID, hereby **CONVEY AND WARRANT** to PEOA RIVER VALLEY RANCH LAND, LLC, AND G. JEFFREY PICKETT, a married man as his sole and separate property, AND GREGORY PICKETT, a single man, AND KATHLEEN PICKETT, a married woman as her sole and separate property, AND ANGIE RICHES, a married woman as her sole and separate property, AND L. VICTOR RICHES, JR., a married man as his sole and separate property, AND KEVIN RICHES, a married man as his sole and separate property, AND KENNETH RICHES, a married man as his sole and separate property, AND JAMES PICKETT, a married man as his sole and separate property, AND CREATIVE CENTER OF LOS ALTOS, INC. Grantee(s) of LOS ALTOS, County of SANTA CLARA, State of CA for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Oneida County, State of Idaho:

SEE ATTACHED EXHIBIT "A"

TOGETHER WITH ALL GRANTORS IMPROVEMENTS AND WATER RIGHTS APPURTENANT TO THE PROPERTY

Subject to easements, restrictions and rights of way of record, and taxes for the year 2007 and thereafter.

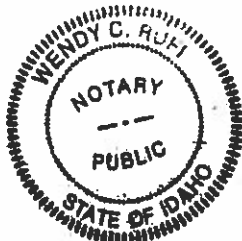
Witness, the hand(s) of said Grantor(s), this August 10, 2007.

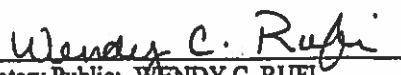
PHEASANT BROOK, L.L.C., AN IDAHO LIMITED LIABILITY COMPANY

  
By **KIMBLE BLACKBURN**  
MANAGER

State of Idaho                     )  
County of Oneida                )

On August 10, 2007, personally appeared before me **KIMBLE BLACKBURN**, who, being by me duly sworn, did say that he is the Manager of **PHEASANT BROOK, L.L.C., AN IDAHO LIMITED LIABILITY COMPANY**, and that the said instrument was signed in behalf of said Limited Liability Company by the authority of its Articles of Organization and Operating Agreement, and the aforesaid individual acknowledged to me that said Company executed the same.



  
Notary Public: **WENDY C. RUFFI**  
Residing: MALAD CITY, ID  
Expires: 2/28/2011

## EXHIBIT "A"

## PARCEL 1

TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO:  
SECTION 1: THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER.

## ALSO

THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND:  
COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST  
QUARTER OF SECTION 1, THENCE RUNNING EAST 467 FEET; THENCE SOUTH 467 FEET;  
THENCE WEST 467 FEET; THENCE NORTH 467 FEET TO THE POINT OF BEGINNING.

## ALSO

COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST  
QUARTER OF SECTION 1, THENCE RUNNING EAST 467 FEET; THENCE SOUTH 467 FEET;  
THENCE WEST 467 FEET; THENCE NORTH 467 FEET TO THE POINT OF BEGINNING. T-5359

## PARCEL 2

TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO:  
SECTION 11: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER  
OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 15 SOUTH, RANGE 35 EAST,  
BOISE MERIDIAN, ONEIDA COUNTY, IDAHO: THENCE RUNNING WEST 29.2 RODS; THENCE  
SOUTH 34° 30' WEST 16 RODS; THENCE NORTH 73° 00' WEST 16 RODS; THENCE NORTH 8.44  
RODS TO 40 ACRE LINE; THENCE WEST 19.24 RODS; THENCE SOUTH 160 RODS; THENCE  
EAST 73 RODS; THENCE NORTH 160 RODS TO THE POINT OF BEGINNING. T-931

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:  
BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 11; THENCE NORTH 89° 14' 20"  
WEST 1207.72 FEET ALONG THE NORTH LINE OF SAID SECTION 11; THENCE SOUTH 1339.42  
FEET TO A 5/8" REBAR WITH CAP LABELED "A.A. HUDSON PLS 4735" SET ON A FENCE  
LINE, THE TRUE POINT OF BEGINNING; THENCE ALONG A FENCE LINE THROUGH THE  
FOLLOWING COURSES" NORTH 88° 35' 59" EAST 248.00 FEET TO A 5/8" REBAR WITH CAP;  
SOUTH 84° 08' 49" EAST 48.42 FEET TO A 5/8" REBAR WITH CAP; THENCE SOUTH 31° 03' 13"  
EAST 138.58 FEET TO A 5/8" REBAR WITH CAP; THENCE SOUTH 61° 07' 36" EAST 103.78 FEET  
TO A 5/8" REBAR WITH CAP; THENCE SOUTH 66° 56' 40" EAST 71.61 FEET TO A 5/8" REBAR  
WITH CAP SET ON THE WESTERLY RIGHT OF WAY LINE OF SAMARIA ROAD; THENCE  
SOUTH 38° 13' 33" WEST 526.88 FEET ALONG SAID RIGHT OF WAY LINE TO A 5/8" REBAR  
WITH CAP SET ON THE NORTHERLY RIGHT OF WAY LINE OF A COUNTY ROAD; THENCE  
NORTH 87° 23' 03" WEST 170.55 FEET ALONG SAID RIGHT OF WAY LINE TO A 5/8" REBAR  
WITH CAP SET AT A FENCE LINE; THENCE NORTH 12° 09' 57" WEST 129.12 FEET ALONG A  
FENCE LINE TO A 5/8" REBAR WITH CAP; THENCE NORTH 01° 10' 24" WEST 164.36 FEET TO  
A 5/8" REBAR WITH CAP SET AT A FENCE CORNER; THENCE NORTH 00° 28' 53" EAST 311.34  
FEET TO THE TRUE POINT OF BEGINNING.

## ALSO

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE  
SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE  
MERIDIAN, ONEIDA COUNTY, IDAHO: THENCE RUNNING NORTH 142 RODS TO A POINT IN  
THE CENTER OF THE BIG MALAD RIVER AT A POINT 18 RODS SOUTH OF THE NORTHWEST  
CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID  
SECTION 12; THENCE FOLLOWING THE MEANDERING COURSE OF SAID RIVER IN A  
SOUTHEASTERLY DIRECTION TO A POINT 5 RODS WEST OF THE SOUTHEAST CORNER OF  
THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12; THENCE  
WEST 155 RODS TO THE POINT OF BEGINNING. T-932

## PARCEL 3

TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO.  
SECTION 1: THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER.

SECTION 12: THE EAST HALF OF THE SOUTHEAST QUARTER, THE SOUTH HALF OF THE NORTHEAST QUARTER, THE NORTH HALF OF THE NORTHWEST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THE NORTH HALF OF THE NORTHEAST QUARTER. ALL THAT PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER LYING NORTH AND EAST OF THE BIG MALAD RIVER AS THE SAME NOW FLOWS. T-930

EXCEPTING THEREFROM 2 ACRES IN A COMPACT FORM LOCATED IN THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12, HERETOFORE CONVEYED TO GWENFORD MILL AND ELEVATOR COMPANY BY DEED RECORDED IN BOOK 13, PAGE 256, RECORDS OF ONEIDA COUNTY, IDAHO.

SECTION 13: THE EAST HALF OF THE NORTHEAST QUARTER.

TOWNSHIP 15 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO.  
SECTION 7: COMMENCING AT THE NORTHWEST CORNER OF SECTION 7; THENCE EAST 88 RODS 5 FEET; THENCE SOUTH 145 RODS; THENCE WEST 88 RODS 5 FEET; THENCE NORTH 145 RODS TO THE PLACE OF BEGINNING. T-997

PARCEL 4

THAT PROPERTY DESCRIBED AS ASSESSOR'S TAX NO. 230 BEING IN SECTION 12, TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO AND DESCRIBED AS FOLLOWS:

2 ACRES IN A COMPACT FORM LOCATED IN THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12, HERETOFORE CONVEYED TO GWENFORD MILL AND ELEVATOR COMPANY BY DEED RECORDED IN BOOK 13, PAGE 256, RECORDS OF ONEIDA COUNTY, IDAHO.

ALSO

ALL THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO, LYING SOUTH AND EAST OF THE COUNTY ROAD RUNNING THROUGH SAID 40 ACRE TRACT. T-3976

TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO.  
SECTION 1: THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER.

TRACT

F

**T-932 OF Section 12 Township 15 South Range 35 East**

**PARCEL # RP0270000**

|                                                                                                                                                                                                  |    |                                                                                                                                                                                                  |      |        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--------|
| USA                                                                                                                                                                                              | to | George Williams                                                                                                                                                                                  | Deed | A-438  |
| George Williams                                                                                                                                                                                  | to | Jones Brothers (John E. & Dan E. Jones)                                                                                                                                                          | Deed | 1154   |
| Jones Brothers (John E. & Dan E. Jones)                                                                                                                                                          | to | George Williams                                                                                                                                                                                  | Deed | 17768  |
| George Williams                                                                                                                                                                                  | to | Owen T. Davis                                                                                                                                                                                    | Deed | 24267  |
| Owen T. Davis                                                                                                                                                                                    | to | Llewellyn Williams                                                                                                                                                                               | Deed | 69703  |
| Llewellyn Williams                                                                                                                                                                               | to | Rex P. Waldron                                                                                                                                                                                   | Deed | 84305  |
| Marie C. Waldron                                                                                                                                                                                 | to | Rex . Waldron                                                                                                                                                                                    | Deed | 114751 |
| Rex P. Waldron, Donna M. Waldron                                                                                                                                                                 | to | Holgate Enterprises                                                                                                                                                                              | Deed | 123949 |
| Holgate Enterprises                                                                                                                                                                              | to | Dee's Inc.                                                                                                                                                                                       | Deed | 125609 |
| Dee's Inc.                                                                                                                                                                                       | to | Alfred J. & Carolyn P. Morgan                                                                                                                                                                    | Deed | 133729 |
| Alfred J. & Carolyn P. Morgan                                                                                                                                                                    | to | Blackburn Land & Cattle                                                                                                                                                                          | Deed | 135384 |
| Blackburn Cattle, LLC                                                                                                                                                                            | to | Pheasant Brook, LLC                                                                                                                                                                              | Deed | 137128 |
| Pheasant Brook, LLC                                                                                                                                                                              | to | PEOA River Valley Ranch Land, G. Jeffrey Pickett, Gregory Pickett, Kathleen Pickett, Angie Riches, L. Victor Riches, Kevin Riches, Kenneth Riches, James Pickett, & Creative Center of Los Altos | Deed | 141414 |
| PEOA River Valley Ranch Land, G. Jeffrey Pickett, Gregory Pickett, Kathleen Pickett, Angie Riches, L. Victor Riches, Kevin Riches, Kenneth Riches, James Pickett, & Creative Center of Los Altos | to | Lawrence V. Riches, Carolyn Riches, Kevin G. Riches, Melissa B. Riches Garth E. Pickett , Kathleen R. Pickett PEOA River Valley Ranch Land                                                       | Deed | 141796 |
| Lawrence V. Riches & Carolyn Riches                                                                                                                                                              | to | Triple R. Development, LLC (1.33%)                                                                                                                                                               | Deed | 142042 |
| Lawrence V. Riches & Carolyn Riches                                                                                                                                                              | to | Triple R. Development, LLC (14.92%)                                                                                                                                                              | Deed | 142103 |

Lawrence V. Riches, Carolyn Riches, to Lawrence Victor Riches, Carolyn Riches Deed 142996  
Triple R. Development, LLC,  
Kevin G. Riches, Melissa B. Riches,  
Garth E. Pickett, Kathleen R. Pickett  
PEOA River Valley Ranch Land, LLC  
Kevin Riches, Melissa B. Riches,  
Kenneth Riches, Kathy Riches  
Angie Riches (Banks), Derek Banks,  
Kathleen Pickett, Garth Pickett,  
Heather MCCaully, Mark MCCaully  
G. Jeffrey Pickett, Tracy Pickett  
Gregory Pickett, Madeleine Pickett  
James Pickett, Molly Pickett, Ted Helvey,  
Michelle Helvey, Creative Center of Los Altos, Inc.,  
Triple R. Development, LLC

Kevin Riches, Melissa B. Riches to Kevin G. Riches, Melissa Bredt Riches Deed 151106  
Trustees of the Kevin and Melissa  
Riches Trust, 07-19-2001

Lawrence Victor Riches, Carolyn Riches to Lawrence Victor Riches, Jr , Deed 151109  
and Carolyn C. Riches, Trustees of  
the Riches Family Trust, 06-12-1998

Sept 11/1884

This Indenture, Made this 10<sup>th</sup> day of February, in the year of our Lord  
 one thousand nine hundred and zero between  
George Williams and Sarah E. Williams his wife  
 of Sawadaia County of Blaine State of Idaho parties  
 of the first part, and James Bartholomew John E. Jones, and Dan E. Jones  
 of Sumner County of Blaine State of Idaho  
 the parties of the second part, WITNESSETH: That the said parties of the first part, for and in consideration of the sum of  
sixteen hundred (1600) Dollars,  
lawful money of the United States of America, to them in hand paid by the said parties of the  
 second part, the receipt whereof is hereby acknowledged, have Granted, Bargained and Sold, and by these presents do Grant,  
Bargain, Sell, Convey and Confirm unto the said parties of the second part, and to their heirs and assigns, forever, all  
 the following described real estate, situated in Blaine County, State of Idaho, to-wit:  
S. 1/2 N. 1/2 E. and the N. 1/2 S. 1/2 E. section 12 in Township 10 N. 11. 30'  
East of the Boise Meridian, containing 160 acres.  
except beginning at the North-east corner of the S. 1/2 N. 1/2 E. said section;  
thence North 29 rods; west 17 rods; North-westerly 3 1/2 rods; thence  
East to place of beginning, 26 rods.  
Also excepting that small tract of about 3 acres in the north-west  
corner of said tract now occupied and used and enclosed by John W.  
Williams

TOGETHER with all and singular the tenements, hereditaments and appurtenances therunto 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 part of the first part:

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

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

Signed, Sealed and Delivered in Presence of

L. D. Davis

George Williamson (SEAL)  
Narah E. Williamson (SEAL)  
(SEAL)

STATE OF IDAHO, }  
County of Lincoln } ss. On this fourth day of February, 1904, before me,  
L. D. Davis Probate Judge in and for said County,  
personally appeared George Williamson

known to me to be the person whose name he subscribed to the within instrument, and acknowledged to me that he executed the same. And on this fourth day of February in the year 1904, before me, the officer above described, personally appeared Narah E. Williamson known to me to be the person whose name is subscribed to the within instrument, described as a married woman; and upon an examination without the hearing of her husband, I made her acquainted with the contents of the instrument, and thereupon she acknowledged to me that she executed the same, and that she does not wish to retract such execution.



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

My commission expires 190 4 Probate Judge

Filed for Record the 17 day of March, A. D. 1904, at 3 o'clock P. M.

By W. R. Savage Deputy.

W. W. Richards  
Ex-Officio Recorder.

Inch. No. 7762

THIS INDENTURE, made this third day of January in the year of our Lord, one thousand nine hundred and eleven between James Jones (John E. Jones & Daniel E. Jones)

of Lancaster, County of Conrad, State of Idaho, the parties of the first part, and George Williams County of Conrad, State of Idaho, the party of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of One Thousand Eighty-two and 10/100 Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have, granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to him heirs and assigns forever, all the following described real estate situated in Conrad County, State of Idaho, to-wit:

Commencing at the S.W. corner of the N.W. of the S.W. of Section 12, T. 15 S. R. 35 E. B. 7 N. in Idaho; thence running North to a point about 10 rods South of the N.W. corner of the S.W. of the N.W. of said Section 12 to the center of the bed of the Big Malad River; thence following the center of the course of the center of the said river in a southerly direction to a point about 5 rods West from the S.E. corner of the N.W. of the S.W. of the S.W. of said Section 12; thence due West about 155 rods to point of beginning, and containing about 100 acres, more or less.

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

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

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

Signed, sealed and delivered in the presence of

Paul J. Evans

James Baithen [SEAL]  
Ray J. E. Jones [SEAL]  
Daniel E. Jones [SEAL]

STATE OF IDAHO, }  
County of Conrad, } ss.

On this 3 day of January in the year 1911, before me Edw. D. Evans a Notary Public in and for said County, personally appeared James Jones (John E. Jones & Daniel E. Jones) known to me to be the person whose name is set 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.



Edw. D. Evans  
Notary Public

Filed for record this 13 day of January A. D. 1911, at 11:40 o'clock P. M.

John J. Evans  
Ex-Officio Recorder.  
By Letitia Jones Deputy.  
Ant.

COMPARED

ad. No. 24.267

This Instrument, Made this 27th day of August in the year of our Lord, one thousand nine hundred  
 and thirteen between George Williams (WIDOWER) ....

Samaria County of Oneida State of Idaho the part y of the first part, and  
 Owen T. Davis  
 Owenford County of Oneida State of Idaho. the part y of the second part

Witnesseth: That the said part y of the first part, for and in consideration of the sum of  
 Twenty Four Hundred & No/100..... Dollars, lawful money of the United States of America, to him in  
 and paid by the said part y of the second part, the receipt whereof is hereby acknowledged, he do grant, bargain and sell, and by these  
 words do grant, bargain, sell, convey and confirm unto the said part y of the second part, and to his heirs and assigns  
 forever, all the following described real estate situated in Oneida County, State of Idaho, to-wit:

Commencing at the South-west corner of the North-west quarter of the South-west quarter  
 of Section twelve township 15, south range 35 east Boise Meridian in Idaho. thence running  
 due north to a point about 18 rods, south of the north-west corner of the south-west quarter  
 of the north-west quarter of section twelve to the centre of the big malad river. thence  
 following the meandering course of the centre of said river in a southeasterly direction  
 to a point about five rods west from the southeast corner of the northeast quarter of the south-  
 west quarter of the aforesaid section twelve. thence due west about one hundred fifty-  
 five rods to point of beginning and containing about 100 acres more or less.

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

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

In Witness Whereof, the said part y of the first part has hereunto set his hand and seal the day and year first  
 above written.

Signed, Sealed and Delivered in the Presence of  
 R. E. PERRY

George Williams.

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of Idaho, } ss.  
 County of Oneida }  
 John J. Evans a Clerk of the District Court in and for said County, personally appeared  
 George Williams a (Widower)

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

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

(SEAL)  
 Commission Expires

SEAL

John J. Evans  
 Clerk of the District Court.

Filed for record this 16th day of September A. D. 19 13 at 2.40 o'clock P. M.

John J. Evans  
 Es-Office Recorder.

By \_\_\_\_\_ Deputy.

## DEED RECORD No. 27

Instrument No. 69703

## WARRANTY DEED

THIS INDENTURE, Made this 6th day of August, 1945, in the year of our Lord one thousand nine hundred and

of Samaria, Idaho, County of \_\_\_\_\_, State of \_\_\_\_\_,  
the party of the first part, and Elwelllyn Williams

of Samaria, Idaho, County of \_\_\_\_\_, State of \_\_\_\_\_,  
the party of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of \$7000.00

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, has granted, bargained and sold, and by these presents do as grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all of the following described real estate, situated in this County of Oneida, State of Idaho, to-wit:

Commencing at the Southwest corner of the Northwest quarter of the Southwest quarter of Section 12, Township 15 South, Range 35 East, Boise Meridian, thence running North 142 rods, to a point in the center of the Big Malad River, at a point 18 rods South of the Northwest corner of the Southwest quarter of the Northwest quarter of said Section 12, thence following the meandering course of said river in a southeasterly direction to a point 5 rods West of the Southeast corner of the Northeast quarter of the Southwest quarter of said Section 12, thence West 155 rods, to the point of beginning, containing 100 acres, also

the Northeast quarter of the Southeast quarter, and the Southeast quarter of the Northeast quarter of Section 11, Township 15 South, Range 35 East, Boise Meridian, less a tract sold to Levi Waldron 7 rods wide off the West side of said 80 acres, and less 2 acres sold for a mill site described as follows: (#)

Also 6 shares of the capital stock of the Samaria Water and Irrigation Co  
(#) Commencing at a point 29.90 rods West of the Northeast corner of the Southeast quarter of the Northeast quarter of said Section 11, thence running South 34°30' West 16 rods, thence North 73°00' West 16 rods, thence North 8.44 rods, thence East 24.56 rods to the point of beginning

\$7.70 Documentary attached and duly canceled.

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

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

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

Signed, Sealed and Delivered in the Presence of

Owen T. Davis

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF IDAHO,

COUNTY OF Oneida

ss.

COMPARED

On this 6th day of August in the year 1945, before me, T.B. Ray, a Notary Public in and for said State, personally appeared Owen T. Davis

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

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

(Seal)

T.B. Ray

Notary Public for the State of Idaho, residing at

Malad Idaho.

STATE OF IDAHO,

COUNTY OF ONEIDA,

ss.

Filed for record this 7th day of March, A.D. 1949, at 2:45 o'clock P. M.

John H. McAllister

De-Oficio Recorder.

By

Cleon Williams

Deputy.

INSTRUMENT #84305

## WARRANTY DEED

THIS INDENTURE, Made this 19th day of March, in the year of our Lord one thousand nine hundred and 63, between Llewellyn Williams and Mary D. Williams, husband and wife, of the County of Oneida, State of Idaho, the parties of the first part, and REX P. WALDRON, of the County of Oneida, State of Idaho, the party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Twenty-four thousand-five-hundred and no/100 DOLLARS, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all of the following described real estate, to-wit:

Commencing at a point 10 rods South of the Northeast corner of the Northwest quarter of the Northwest quarter of Section 14, Township 15 South, Range 35 East, Boise Meridian; and running thence South 10 rods; thence West 80 rods; thence North 10 rods; thence East 80 rods, to the point of beginning; also Commencing at a point 14.29 Chains South of the Northwest corner of the Southwest quarter of the Northwest quarter of Section 23, Township 15 South, Range 35 East, Boise Meridian; and running thence South 13.06 Chains; thence East 160 rods; thence North 6.33 Chains; thence West 2.50 Chains; thence North 5.44 Chains; thence West 1.30 Chains; thence North 1.32 Chains; thence West 36.20 Chains, to the point of beginning, containing 50.40 acres, more or less, and subject to a right of way 35 links wide leading from the Street to the lands of Lewis M. Williams and Ruth Price, with central line thereof, described as follows, to-wit: beginning at a point 4.30 Chains West of the Northeast corner of the Southeast quarter of the Northwest quarter of Section 23, Township 15 South, Range 35 East, Boise Meridian, and running thence South 9.43 Chains; thence East 17.5 links; thence South 6.35 chains; thence East 1.125 chains; also Commencing at the Northeast Corner of the Southeast quarter of the Northeast quarter of Section 11, Township 15 South, Range 35 East, Boise Meridian, thence running West 29.2 rods, thence South 34° 30' West 16 rods, thence North 73° 00' West 16 rods, thence North 6.44 rods, to 40 acre line, thence West 19.24 rods; thence South 160 rods, thence East 73 rods, thence North 160 rods, to the point of beginning; also Commencing at the Southwest Corner of the Northwest quarter of the Southwest quarter of Section 12, Township 15 South, Range 35 East, Boise Meridian, thence running North 142 rods to a point in the center of the Big Maled River at a point 18 rods South of the Northwest corner of the Southwest quarter of the Northwest quarter of said Section 12; thence following the meandering course of said river in a South-easterly direction to a point 5 rods West of the Southeast corner of the Northeast quarter of the Southwest quarter of said Section 12, thence West 155 rods, to the point of beginning. Together with 7½ shares capital stock of the Samaria Water and Irrigation Co.

(\$26.95 Documentary Stamps attached and cancelled)

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

Signed, Sealed and Delivered in the Presence of

Llewellyn Williams (SEAL)

Mary D. Williams (SEAL)

(SEAL)

(SEAL)

STATE OF IDAHO, }  
COUNTY OF Oneida }

On this 28th day of March, in the year 19 63, before me, E. L. Scott, a Notary Public in and for said State, personally appeared Llewellyn Williams and Mary D. Williams

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

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

(SEAL)

E. L. Scott  
Notary Public for the State of Idaho, residing at

Malad, Idaho.

STATE OF IDAHO, }  
COUNTY OF ONEIDA }

Filed for record this 14 day of January, A.D. 19 65, at 3:05 o'clock P.M.  
Colan H. Swenson, Jr. By Melba Jansen  
Ex-Officio Recorder Deputy

INDEXED

COMPARED

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.

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

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

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

*Ray B. Waldron* [Seal]

*Marie C. Waldron* [Seal]

[Seal]

[Seal]

STATE OF ~~UTAH~~ UTAH } ss.  
County of CACHE

On this 7th day of February in the year 1989, before me

in and for said State, personally appeared

*Renée McMurdoie* a Notary Public

known to me to be the person whose name 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.

*Renée McMurdoie*  
Notary Public for the State of Idaho UTAH  
Residing at Logan, Utah, Idaho.

1514751  
QUITCLAIM DEED  
*Marie C. Waldron*  
-TO-  
*Ray B. Waldron*  
Dated Dec 9 1989  
STATE OF IDAHO, } ss.  
County of CACHE  
I hereby certify that this instrument was filed for record at request of *Ray B. Waldron*  
at 3:00 minutes past 7 o'clock P. M., this 7th day of February, A.D. 1989  
in my office, and duly recorded in Book of 114751 at page 1  
By *Joyce X. Anderson* Ex-Officio Recorder.  
Fees, \$ 6.00 Deputy.  
Mail to *Ray B. Waldron*  
Lester, 301 E. 3rd St.  
Malden, Mass.

## QUITCLAIM DEED

THIS INDENTURE, Made this 9th day of December  
in the year of our Lord one thousand nine hundred and Eighty Eight between

MARIE C. WALDRON

of MALAD County of ONEIDA

State of IDAHO, the party of the first part, and

REX P. WALDRON

of MALAD County of ONEIDA

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 One Dollars and no/100-----DOLLARS, lawful money of the United States of America, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents remise, release and forever QUITCLAIM, unto the said party of the second part, and to his heirs and assigns, all the certain lots, pieces or parcels of land, situate, lying and being in Malad, County of Oneida, State of Idaho, bounded and particularly described as follows, to-wit:

T-932 Sec 12 T 15 S R 35 EEM

100.0 Acres

Frac S1/2 NW1/4

Frac N1/2 SW1/4

All that part of the  
S1/2 NW1/4 & N1/2 SW1/4  
Sec 12 T 15 S R 35 EEM  
lying South & West of  
the Big Malad River.

T-931 Sec 11 T 15 S R 35 EEM

71.72 Acres

Frac NE1/4 SE1/4

Frac SE1/4 NE1/4

NE1/4 SE1/4, SE1/4  
NE1/4, Sec 11 T 15 S R  
35 EEM less about 2 acres  
sold for mill site and  
that portion deeded to  
Levi Waldron from said  
tract.

123949  
12 February 1977  
11.25  
WARRANTY DEED  
M. J. Dalgate

FOR VALUE RECEIVED, REX P. WALDRON and DONNA M. WALDRON, husband and wife, the Grantors, do by these presents GRANT, BARGAIN, SELL and CONVEY unto HOLGATE ENTERPRISES, INC., of 1832 East Floating Feather Road, Eagle, Idaho, 83616, real property situated in the County of Oneida, State of Idaho, to-wit:

Township 15 South, Range 35 East, Boise Meridian:

Section 11: Commencing at the Northeast Corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section; thence running West 29.2 rods; thence South 34°30' West 16 rods; thence North 73°00' West 16 rods; thence North 8.44 rods to 40-acre line; thence West 19.24 rods; thence South 160 rods; thence East 73 rods; thence North 160 rods to the point of beginning; EXCEPT an irregular tract containing approximately five acres in the Northwest Corner of said tract lying North and West of the two County Roads running through said tract, ALSO,

Section 12: Commencing at the Southwest Corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section; thence running North 142 rods to a point in the center of the Big Malad River at a point 18 rods South of the Northwest Corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of said Sec. 12; thence following the meandering course of said river in a Southeasterly direction to a point 5 rods West of the Southeast Corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of said Sec. 12; thence West 155 rods to the point of beginning.

TOGETHER WITH all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and including but not limited to all water and water rights and ditch rights used in connection therewith.

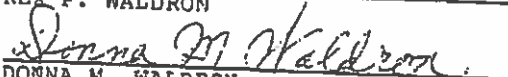
TO HAVE AND TO HOLD all and singular the said premises, together with the appurtenances unto the said Grantees and to their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees that they are the owners in fee simple of said premises; that they are free from all

123949

encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

DATED: May 17, 1991.

  
\_\_\_\_\_  
REX P. WALDRON

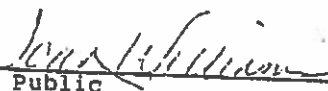
  
\_\_\_\_\_  
DONNA M. WALDRON

STATE OF IDAHO            )  
                              :       SS  
COUNTY OF ONEIDA        )

On this 17th day of May, 1991, personally appeared before me, the undersigned Notary Public in and for said State, REX P. WALDRON and DONNA M. WALDRON, 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 seal the day and year in this certificate written.



  
\_\_\_\_\_  
Notary Public  
Residing at Malad, Idaho  
My Commission Expires: 5-6-1997

123949

Warranty No. 125609

D9 Day March 98

4:15

Patricia M. Wright

12

WARRANTY DEED

HOLGATE ENTERPRISES, INC., an Idaho corporation, a Grantor, hereby grants, bargains, sells and conveys to DEE'S INC., a Utah corporation, as Grantee, whose current address is c/o Mike Olsen, 777 E. 2100 S. SLC, UT 84106 for value received, the following real property in Oneida County, Idaho, more particularly described on Exhibit A attached hereto and incorporated herein, TOGETHER WITH all gas, oil, mineral and geothermal rights; and TOGETHER WITH all water rights associated with the property, including but not limited to the D.H. Anderson Spring #15-04146; Irrigation Well licensee 33621/15-2072 water claim and notice of change of water right from Rex P. Waldron to Holgate Enterprises, Inc., dated May 15, 1991 for 2.40 cfs; Memorandum of agreement on BLM stock water line on the 1500 acre summer pasture dated November 24, 1945 and Agreement for Easement and Right of Water and Use of Water dated November 24, 1945; Proposed Notice of Use of Reserved Right of Way dated July 25, 1997 between Holgate Enterprises, Inc. and the BLM and proposed Memorandum of Understanding for use of water between BLM and D.H. Anderson Spring; Samaria Grazing Association proposed pipeline for better livestock water distribution as prepared by the BLM; 57.5 shares of Samaria Irrigation Co. Water; and Alldridge Big Canyon #154987 water interest to be determined.

TO HAVE AND TO HOLD the said property, together with their appurtenances, unto the Grantee and the Grantee's successors and assigns forever. Grantor hereby covenants to and with the Grantee that Grantor is the owner in fee simple of said property; that said property is free from all encumbrances except easements and restrictions of record or visible on the premises, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

The officer who signs this Deed hereby certifies this Deed and the transfer represented hereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto affixed by its duly authorized officer this 9th day of March, 1998.

HOLGATE ENTERPRISES, INC.

By G. Marlynn Holgate (p. 1)  
G. Marlynn Holgate, President

WARRANTY DEED - 1

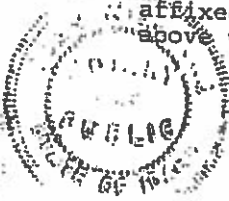
125609

125602

STATE OF IDAHO )  
County of Oneida ) ss.

On this 4th day of March, 1998, before me, the undersigned, a notary public in and for said county and state, personally appeared G. MARLYNN HOLGATE, known or identified to me to be the President of HOLGATE ENTERPRISES, INC., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that said corporation 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.

  
David L. Krum  
NOTARY PUBLIC FOR IDAHO  
Residing at Boise, Idaho  
My Commission Expires 5-6-2003

125609

PARCEL 1:

EXHIBIT A

Township 15 South, Range 35 East, Boise Meridian:

Section 11: Commencing at the Northeast Corner of the SE~~1~~NE~~1~~ of said Section; thence running West 29.2 rods; thence South 34°30' West 16 rods; thence North 73°00' West 16 rods, thence North 8.44 rods to 40-acre line; thence West 19.24 rods; thence South 160 rods; thence East 73 rods; thence North 160 rods to the point of beginning;

EXCEPTING THEREFROM A parcel of land located in Section 11, Township 15 South, Range 35 East, Boise Meridian, Oneida County, Idaho, and further described as follows:

Beginning at the Northeast Corner of said Section 11; thence North 89°14'20" West 1207.72 feet along the North line of said Section 11; thence South 1339.42 feet to a 5/8" rebar with cap labelled "A. A. HUDSON, PLS 4735" set on a fence line, the True Point of Beginning; thence along a fence line through the following courses: North 88°35'59" East 248.00 feet to a 5/8" rebar with cap; South 84°08'49" East 48.42 feet to a 5/8" rebar with cap; thence South 31°03'13" East 138.58 feet to a 5/8" rebar with cap; thence South 61°07'36" East 103.78 feet to a 5/8" rebar with cap; thence South 66°56'40" East 71.61 feet to a 5/8" rebar with cap set on the Westerly right-of-way line of Samaria Road; thence South 38°13'33" West 526.88 feet along said right-of-way line to a 5/8" rebar with cap set on the Northerly right-of-way line of a County Road; thence North 87°23'03" West 170.55 feet along said right-of-way line to a 5/8" rebar with cap set at a fence line; thence North 12°09'57" West 129.12 feet along a fence line to a 5/8" rebar with cap; thence North 01°10'24" West 164.36 feet to a 5/8" rebar with cap set at a fence corner; thence North 00°28'53" East 311.34 feet to the True Point of Beginning.

Section 12: Commencing at the Southwest Corner of the NW~~1~~SW~~1~~ of said Section; thence running North 142 rods to a point in the center of the Big Malad River at a point 18 rods South of the Northwest Corner of the SW~~1~~NW~~1~~ of said Sec. 12; thence following the meandering course of said river in a Southeasterly direction to a point 5 rods West of the Southeast Corner of the NE~~1~~SW~~1~~ of said Sec. 12; thence West 155 rods to the point of beginning.

PARCEL 2:

Township 15 South, Range 35 East, Boise Meridian:

Section 20: SE~~1~~SE~~1~~  
Section 21: SW~~1~~  
Section 28: ALL  
Section 29: NW~~1~~NE~~1~~; SW~~1~~NW~~1~~; SW~~1~~  
Section 30: E~~1~~SE~~1~~  
Section 32: NW~~1~~NW~~1~~NW~~1~~

125609

PARCEL 3:

A PARCEL OF LAND LOCATED IN SECTIONS 23, 24 AND 25, TOWNSHIP 15 SOUTH, RANGE 35 EAST OF THE BOISE MERIDIAN AND DESCRIBED AS FOLLOWS:

Commencing at the Southwest Corner of the SE $\frac{1}{4}$  of Section 23, above Township and Range; thence North 2640 feet; thence East 6600 feet; thence South 1026 feet; thence North 74°39' West 472.84 feet; thence South 23°00' West 194.24 rods; thence West 708 feet; thence South 12°35' West 2742.5 feet to the South line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 25; thence West 968 feet; thence North 12°45' East 2742.5 feet to the Forty subdivision line; thence West 611 feet to the Southwest Corner of the NW $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 25; thence North 1320 feet to the Northwest Corner of Section 25; thence West 2640 feet to the place of beginning.

EXCEPTING THEREFROM THE FOLLOWING THREE TRACTS:

1. Commencing at the Southwest Corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 25, Township 15 South, Range 35 East, Boise Meridian; thence running North 12°45' East 1924.12 feet, thence South 68°26' East 947 feet; thence South 12°35' West 1566.2 feet; thence West 964.14 feet to point of beginning.

2. Commencing at the corner between Sections 23 and 25, Township 15 South, Range 35 East, Boise Meridian, thence running South 68°20'56" East 886.55 feet for the TRUE POINT OF BEGINNING; thence running South 63°21'10" East 208 feet; thence South 63°12'49" East 464.57 feet; thence South 64°06'21" East 320.47 feet; thence South 63°33'46" East 615.19 feet; thence South 23°J0'00" West 214.17 feet; thence West 740.79 feet; thence South 12°38'26" West 1125.82 feet; thence North 68°26' West 947 feet; thence North 12°45'00" East 777.67 feet; thence North 15°09'25" East 303.06 feet; thence North 15°10'34" East 624.17 feet to the TRUE POINT OF BEGINNING.

3. Commencing at a point on the southern right-of-way boundary of Samaria Road (a county road) which intersects with the eastern boundary of Section 23, Township 15 South, Range 35 East, Boise Meridian (the Point of Beginning); thence running South along the eastern boundary of Sections 23 and 26 to the Quarter Corner of NE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 26; thence East 570 feet; thence North 07°23'55" East 97 feet; thence North 15°09'25" East 303.06 feet; thence North 15°10'34" East 624.17 feet; thence Northwesterly along the southern right-of-way boundary of Samaria Road to the Point of Beginning.

Township 15 South, Range 35 East, Boise Meridian:

Section 24: Beginning at the Northeast Corner of the SE $\frac{1}{4}$  of Section 24; thence West 80 rods; thence South 20 rods; thence East 80 rods; thence North 20 rods to the place of beginning.

Section 26: NW $\frac{1}{4}$ ; NE $\frac{1}{4}$   
END OF DESCRIPTION\*\*

125609

Accepted Alfred J. Morgan  
Carolyn P. Morgan

133729  
31 day January 2003  
2:40  
Alfred J. Morgan  
Carolyn P. Morgan  
6.00  
Recorded at Request of  
G. L. Pratt

**CORPORATION DEED**

FOR VALUE RECEIVED, DEE'S INC., a Utah Corporation, the Grantor, does hereby Grant, Bargain, Sell and Convey unto **ALFRED J. MORGAN and CAROLYN P. MORGAN**, husband and wife, the Grantees, whose current address is Bar F Ranch, HC63, Snowville, Utah 84336, the real property situated in the County of Oneida, State of Idaho, and fully described in the SCHEDULE "A" attached hereto and made a part hereof by reference.

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 it is the owner in fee simple of said premises; that they are free from all encumbrances and that it will Warrant and Defend the same from all lawful claims.

IN WITNESS WHEREOF, the Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its President and Secretary and its corporate seal to be affixed this 30th day of January, 2003.

DEE'S INC.

By Michael Olsen  
MIKE OLSEN President

(Corporate Seal)

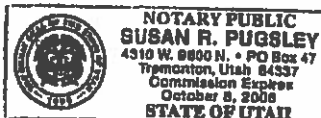
ATTEST:

Todd Olsen  
TODD OLSEN Secretary

STATE OF UTAH

COUNTY OF BOX ELDER, ss

On this 30th day of January, 2003, before me, the undersigned Notary Public in and for said State, personally appeared MIKE OLSEN and TODD OLSEN, known to me to be the President and Secretary of DEE'S INC., and acknowledged to me that to me that such corporation executed the same.



Susan R. Pugsley  
Notary Public  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

am  
am  
CO

SCHEDULE "A"

The following parcels of land situated in the County of Oneida, State of Idaho, lying East of the Samaria County road and also including the irrigation well site situated in Section 11, Township 15 South, Range 35 East, Boise Meridian lying West of the County Road.

**PARCEL 1:**

Commencing at the Northeast Corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 11, Township 15 South, Range 35 East, Boise Meridian; thence running West 29.2 rods; thence South 34°30' West 16 rods; thence North 73°00' West 16 rods; thence North 8.44 rods to 40-acre line; thence West 19.24 rods; thence South 160 rods; thence East 73 rods; thence North 160 rods to the point of beginning. (T-931 & T-932). EXCEPTING THEREFROM the following described parcel of land:

Beginning at the Northeast Corner of said Section 11; thence North 89°14'20" West 1207.72 feet along the North line of said Section 11; thence South 1339.42 feet to a 5/8" rebar with cap labeled "A.A.HUDSON PLS 4735" set on a fence line, the True Point of Beginning; thence along a fence line through the following courses: North 88°35'59" East 248.00 feet to a 5/8" rebar with cap; South 84°08'49" East 48.42 feet to a 5/8" rebar with cap; thence South 31°03'13" East 138.58 feet to a 5/8" rebar with cap; thence South 61°07'36" East 103.78 feet to a 5/8" rebar with cap; thence South 66°56'40" East 71.61 feet to a 5/8" rebar with cap set on the Westerly right-of-way line of Samaria Road; thence South 38°13'33" West 526.88 feet along said right-of-way line to a 5/8" rebar with cap set on the Northerly right-of-way line of a County Road; thence North 87°23'03" West 170.55 feet along said right-of-way line to a 5/8" rebar with cap set at a fence line; thence North 12°09'57" West 129.12 feet along a fence line to a 5/8" rebar with cap; thence North 01°10'24" West 164.36 feet to a 5/8" rebar with cap set at a fence corner; thence North 00°28'53" East 311.34 feet to the True Point of Beginning.

**PARCEL 2:**

Commencing at the Southwest Corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 12, Township 15 South, Range 35 East, Boise Meridian; thence running North 142 rods to a point in the center of the Big Malad River at a point 18 rods South of the Northwest Corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 12; thence following the meandering course of said river in a Southeasterly direction to a point 5 rods West of the Southeast Corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 12; thence West 155 rods to the point of beginning.

**PARCEL 3:**

All that part of the following described tract of land lying North and East of the Samaria Road in Sections 23, 24, and 25, Township 15 South, Range 35 East, Boise Meridian, Oneida County, Idaho:

Commencing at the Southwest Corner of the SE $\frac{1}{4}$  of Section 23, above Township and Range; thence North 2640 feet; thence East 6600 feet; thence South 1026 feet; thence North 74°39' West 472.84 feet; thence South 23°00' West 194.24 rods; thence West 708 feet; thence South 12°35' West 2742.5 feet to the South line of the N $\frac{1}{2}$ SW $\frac{1}{4}$  of said Section 25; thence West 968 feet; thence North 12°45' East 2742.5 feet to the Forty subdivision line; thence West 611 feet to the Southwest Corner of the NW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 25; thence North 1320 feet to the Northwest Corner of Section 25; thence West 2640 feet to the place of beginning.

**PARCEL 4:**

Beginning at the Northeast Corner of the SE $\frac{1}{4}$  of Section 24; Township 15 South, Range 35 East, Boise Meridian; thence West 80 rods; thence South 20 rods; thence East 80 rods; thence North 20 rods to the place of beginning. T-1091

TOGETHER with Sellers interest in culinary, irrigation, and stock water rights appurtenant to or used in connection with said property, including, but not limited to Well Permit Nos. 33621, 15-2072, issued by the Department of Water Resources of the State of Idaho, and 57 shares of the common stock of the Samaria Water and Irrigation Co. Also to include Grantor's interest in all oil, gas, and mineral rights.

Microfilm No 135384  
18 Day December 2003  
At 3:20 O'clock P.M.  
Debbie Williams  
Oneida Co. Recorder  
Fee \$ 6.00 Recorded at Request of Debbie Williams

## WARRANTY DEED

For Value Received, **ALFRED J. MORGAN** and **CAROLYN P. MORGAN**, husband and wife, the Grantors, do hereby grant, bargain, sell and convey unto **BLACKBURN LAND & CATTLE, L. L. C.**, a Limited Liability Company of the State of Idaho, the Grantee, whose current address is P. O. Box 917, Pawleys Island, South Carolina, 29585, the real property situated in the County of Oneida, State of Idaho fully described in the SCHEDULE "A" attached hereto and made a part hereof by reference.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, it's successors 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 they are free from all encumbrances and that they will Warrant and Defend the same from all lawful claims.

Dated November 17, 2003

Alfred J. Morgan  
ALFRED J. MORGAN

Carolyn P. Morgan  
CAROLYN P. MORGAN

STATE OF IDAHO  
COUNTY OF ONEIDA, ss

On this 17th day of November, 2003, before me, a Notary Public in and for said State, personally appeared **ALFRED J. MORGAN** and **CAROLYN P. MORGAN**, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.



Joan Williams  
Notary Public  
Residing at Malad City, Idaho  
My Commission Expires 5-6-2009

## SCHEDULE "A"

Real property situated in the County of Oneida, State of Idaho

PARCEL 1:

Township 15 South, Range 35 East, Boise Meridian:

Section 11: Commencing at the Northeast Corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 11, thence running West 29.2 rods; thence South 34°30' West 16 rods; thence North 73°00' West 16 rods; thence North 8.44 rods to 40-acre line; thence West 19.24 rods; thence South 160 rods; thence East 73 rods; thence North 160 rods to the point of beginning. (T-931). EXCEPTING THEREFROM the following described parcel of land:

Beginning at the Northeast Corner of said Section 11; thence North 89°14'20" West 1207.72 feet along the North line of said Section 11; thence South 1339.42 feet to a 5/8" rebar with cap labeled " A. A. HUDSON PLS 4735" set on a fence line, the True Point of Beginning; thence along a fence line through the following courses: North 88°35'59" East 248.00 feet to a 5/8" rebar with cap; South 84°08'49" East 48.42 feet to a 5/8" rebar with cap; thence South 31°03'13" East 138.58 feet to a 5/8" rebar with cap; thence South 61°07'36" East 103.78 feet to a 5/8" rebar with cap; thence South 66°56'40" East 71.61 feet to a 5/8" rebar with cap set on the Westerly right-of-way line of Samaria Road; thence South 38°13'33" West 526.88 feet along said right-of-way line to a 5/8" rebar with cap set on the Northerly right-of-way line of a County Road; thence North 87°23'03" West 170.55 feet along said right-of-way line to a 5/8" rebar with cap set at a fence line; thence North 12°09'57" West 129.12 feet along a fence line to a 5/8" rebar with cap; thence North 01°10'24" West 164.36 feet to a 5/8" rebar with cap set at a fence corner; thence North 00°28'53" East 311.34 feet to the True Point of Beginning.

PARCEL 2:

Commencing at the Southwest Corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 12, Township 15 South, Range 35 East, Boise Meridian; thence running North 142 rods to a point in the center of the Big Malad River at a point 18 rods South of the Northwest Corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 12; thence following the meandering course of said river in a Southeasterly direction to a point 5 rods West of the Southeast Corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 12; thence West 155 rods to the point of beginning. (T-932).

ALSO including the irrigation well and site situated in said Section 11 and the right to convey the waters from said well to the East thereof

ALSO, together with all Sellers' interest in water rights appurtenant to or used in connection with the property, and in particular well permit #33621 and water right #15-2072 with the Idaho Department of Water Resources.

TOGETHER WITH all Sellers' interest in all gas, oil, mineral and geothermal rights.

am  
cm

Microfilm No. 100-1000  
04 Day January 2005  
At 11:25 O'clock a M  
Deane S. Hudson  
Oneida Co. Recorder  
Fee \$ 9.00 Deputy  
Recorded at Request of  
Blackburn Land & Cattle, L.L.C.

## CORRECTION WARRANTY DEED

For value received, **BLACKBURN LAND & CATTLE, L.L.C.**, an Idaho Limited Liability Company, the Grantor, does hereby Grant, Bargain, Sell and Convey unto **PHEASANT BROOK, L.L.C., an Idaho Limited Liability Company**, the Grantee, whose current address is 3125 South 4100 West, Malad City, ID, 83252, the following described premises in Oneida County, Idaho, to-wit:

**SEE SCHEDULE "A" ATTACHED HERETO**

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to its successors and assigns forever, and the said Grantor does hereby covenant to and with the said Grantee that it is the owner in fee simple of said premises; that they are free from all encumbrances and it will Warrant and Defend the same from all lawful claims.

Dated: January 25, 2005.

BLACKBURN LAND & CATTLE, L.L.C.

  
JEREMY BLACKBURN Member/Manager

  
MAYAKO BLACKBURN, Member

STATE OF SOUTH CAROLINA  
COUNTY OF GEORGETOWN

ss

On this 25<sup>th</sup> day of January, 2005, before me, a Notary Public in and for said State, personally appeared JEREMY BLACKBURN, known to me to be the Member/Manager of Blackburn Land & Cattle, L.L.C., and MAYAKO BLACKBURN, known to be to be a Member of Blackburn Land & Cattle, L.L.C., the persons whose names are subscribed to the within instrument, and acknowledged to me that said Limited Liability Company executed the same.

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

Notary Public   
Residing at: Pawleys Island, SC  
My Commission Expires: 8/31/2008

**SCHEDULE "A"**  
**Deed to Pheasant Brook, L.L.C.**

PARCEL 1:

Township 15 South, Range 35 East, Boise Meridian:

Section 1: E $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ , Also,

W $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$ , EXCEPTING THEREFROM the following described tract of land:

Commencing at the Northwest corner of the E $\frac{1}{2}$ SW $\frac{1}{4}$  of Section 1, thence running East 467 feet; thence South 467 feet; thence West 467 feet; thence North 467 feet to the point of beginning.

Also,

Commencing at the Northwest corner of the E $\frac{1}{2}$ SW $\frac{1}{4}$  of Section 1, thence running East 467 feet; thence South 467 feet; thence West 467 feet; thence North 467 feet to the point of beginning. (T-5359)

PARCEL 2:

Township 15 South, Range 35 East, Boise Meridian:

Section 11: Commencing at the Northeast Corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 11, Township 15 South, Range 35 East, Boise Meridian: thence running West 29.2 rods; thence South 34°30' West 16 rods; thence North 73°00' West 16 rods; thence North 8.44 rods to 40-acre line; thence West 19.24 rods; thence South 160 rods; thence East 73 rods; thence North 160 rods to the point of beginning. (T-931). EXCEPTING THEREFROM the following described parcel of land:

Beginning at the Northeast Corner of said Section 11; thence North 89°14'20" West 1207.72 feet along the North line of said Section 11; thence South 1339.42 feet to a 5/8" rebar with cap labeled " A. A. HUDSON PLS 4735" set on a fence line, the True Point of Beginning; thence along a fence line through the following courses: North 88°35'59" East 248.00 feet to a 5/8" rebar with cap; South 84°08'49" East 48.42 feet to a 5/8" rebar with cap; thence South 31°03'13" East 138.58 feet to a 5/8" rebar with cap; thence South 61°07'36" East 103.78 feet to a 5/8" rebar with cap; thence South 66°56'40" East 71.61 feet to a 5/8" rebar with cap set on the Westerly right-of-way line of Samaria Road; thence South 38°13'33" West 526.88 feet along said right-of-way line to a 5/8" rebar with cap set on the Northerly right-of-way line of a County Road; thence North 87°23'03" West 170.55 feet along said right-of-way line to a 5/8" rebar with cap set at a fence line; thence North 12°09'57" West 129.12 feet along a fence line to a 5/8" rebar with cap; thence North 01°10'24" West 164.36 feet to a 5/8" rebar with cap set at a fence corner; thence North 00°28'53" East 311.34 feet to the True Point of Beginning.

ALSO,

Commencing at the Southwest Corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 12, Township 15 South, Range 35 East, Boise Meridian; thence running North 142 rods to a point in the center of the Big Malad River at a point 18 rods South of the Northwest Corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 12; thence following the meandering course of said river in a Southeasterly direction to a point 5 rods West of the Southeast Corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 12; thence West 155 rods to the point of beginning. (T-932).

PARCEL 3:

Township 15 South, Range 35 East, Boise Meridian:

Section 1:  $W\frac{1}{2}W\frac{1}{2}SW\frac{1}{4}$

Section 12:  $E\frac{1}{2}SE\frac{1}{4}$ ;  $S\frac{1}{2}NE\frac{1}{4}$ ;  $N\frac{1}{2}NW\frac{1}{4}$ ;  $NW\frac{1}{4}SE\frac{1}{4}$ ;  $N\frac{1}{2}NE\frac{1}{4}$ ; All that part of the  $S\frac{1}{2}NW\frac{1}{4}$  and the  $NE\frac{1}{4}SW\frac{1}{4}$  lying North and East of the Big Malad River as the same now flows (T-930); EXCEPTING THEREFROM 2 acres in a compact form located in the Northwest corner of the  $SW\frac{1}{4}NW\frac{1}{4}$  of said Section 12, heretofore conveyed to Gwenford Mill and Elevator Company by Deed recorded in Book 13, Page 256, records of Oneida County, Idaho.

Section 13:  $E\frac{1}{2}NE\frac{1}{4}$

Township 15 South, Range 36 East, Boise Meridian:

Section 7: Commencing at the Northwest Corner of Section 7; thence East 88 rods 5 feet; thence South 145 rods; thence West 88 rods 5 feet; thence North 145 rods to the place of beginning. (T-997)

PARCEL 4:

That property described as Assessor's Tax No. 230 being in Section 12, Township 15 South, Range 35 East, Boise Meridian, and described as follows:

2 acres in a compact form located in the Northwest corner of the  $SW\frac{1}{4}NW\frac{1}{4}$  of said Section 12, heretofore conveyed to Gwenford Mill and Elevator Company by Deed recorded in Book 13, Page 256, records of Oneida County, Idaho.

ALSO, All that part of the  $NE\frac{1}{4}NE\frac{1}{4}$  of Section 11, Township 15 South, Range 35 East, Boise Meridian, lying South and East of the County Road running through said 40 acre tract. (T-3976).

THIS WARRANTY DEED IS RECORDED TO CORRECT THE LEGAL DESCRIPTION IN THAT WARRANTY DEED BETWEEN THE ABOVE PARTIES DATED MAY 3, 2000, RECORDED MAY 26, 2000, AS INSTRUMENT NO. 129428

NTO-1842  
L. VICTOR RICHES  
10410 WEST LOYOLA DR.  
LOS ALTOS, CA 94024

141414  
ID Day August 2007  
1:50  
Natalie Murphy  
Oneida Co. Recorder  
Fee \$ 9.00  
Recording at Request of  
Nathaniel Little Co.

## SPECIAL WARRANTY DEED

PHEASANT BROOK, L.L.C., AN IDAHO LIMITED LIABILITY COMPANY, Grantor(s) of MALAD CITY, County of ONEIDA, State of ID, hereby **CONVEY AND WARRANT** to PEOA RIVER VALLEY RANCH LAND, LLC, AND G. JEFFREY PICKETT, a married man as his sole and separate property, AND GREGORY PICKETT, a single man, AND KATHLEEN PICKETT, a married woman as her sole and separate property, AND ANGIE RICHES, a married woman as her sole and separate property, AND L. VICTOR RICHES, JR., a married man as his sole and separate property, AND KEVIN RICHES, a married man as his sole and separate property, AND KENNETH RICHES, a married man as his sole and separate property, AND JAMES PICKETT, a married man as his sole and separate property, AND CREATIVE CENTER OF LOS ALTOS, INC. Grantee(s) of LOS ALTOS, County of SANTA CLARA, State of CA for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Oneida County, State of Idaho:

SEE ATTACHED EXHIBIT "A"

TOGETHER WITH ALL GRANTORS IMPROVEMENTS AND WATER RIGHTS APPURTENANT TO THE PROPERTY

Subject to easements, restrictions and rights of way of record, and taxes for the year 2007 and thereafter.

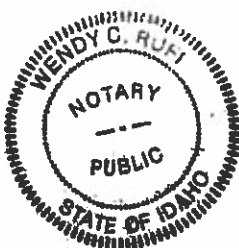
Witness, the hand(s) of said Grantor(s), this August 10, 2007.

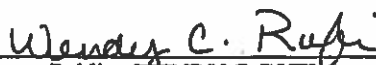
PHEASANT BROOK, L.L.C., AN IDAHO LIMITED LIABILITY COMPANY

  
By: KIMBLE BLACKBURN  
MANAGER

State of Idaho )  
County of Oneida )

On August 10, 2007, personally appeared before me KIMBLE BLACKBURN, who, being by me duly sworn, did say that he is the Manager of PHEASANT BROOK, L.L.C., AN IDAHO LIMITED LIABILITY COMPANY, and that the said instrument was signed in behalf of said Limited Liability Company by the authority of its Articles of Organization and Operating Agreement, and the aforesaid individual acknowledged to me that said Company executed the same.



  
Notary Public: WENDY C. RUFF  
Residing: MALAD CITY, ID  
Expires: 2/28/2011

## EXHIBIT "A"

## PARCEL 1

TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO:  
SECTION 1: THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER.

## ALSO

THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND:

COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 1, THENCE RUNNING EAST 467 FEET; THENCE SOUTH 467 FEET; THENCE WEST 467 FEET; THENCE NORTH 467 FEET TO THE POINT OF BEGINNING.

## ALSO

COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 1, THENCE RUNNING EAST 467 FEET; THENCE SOUTH 467 FEET; THENCE WEST 467 FEET; THENCE NORTH 467 FEET TO THE POINT OF BEGINNING. T-5359

## PARCEL 2

TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO:  
SECTION 11: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO: THENCE RUNNING WEST 29.2 RODS; THENCE SOUTH 34° 30' WEST 16 RODS; THENCE NORTH 73° 00' WEST 16 RODS; THENCE NORTH 8.44 RODS TO 40 ACRE LINE; THENCE WEST 19.24 RODS; THENCE SOUTH 160 RODS; THENCE EAST 73 RODS; THENCE NORTH 160 RODS TO THE POINT OF BEGINNING. T-931

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 11; THENCE NORTH 89° 14' 20" WEST 1207.72 FEET ALONG THE NORTH LINE OF SAID SECTION 11; THENCE SOUTH 1339.42 FEET TO A 5/8" REBAR WITH CAP LABELED "A.A. HUDSON PLS 4735" SET ON A FENCE LINE, THE TRUE POINT OF BEGINNING; THENCE ALONG A FENCE LINE THROUGH THE FOLLOWING COURSES" NORTH 88° 35' 59" EAST 248.00 FEET TO A 5/8" REBAR WITH CAP; SOUTH 84° 08' 49" EAST 48.42 FEET TO A 5/8" REBAR WITH CAP; THENCE SOUTH 31° 03' 13" EAST 138.58 FEET TO A 5/8" REBAR WITH CAP; THENCE SOUTH 61° 07' 36" EAST 103.78 FEET TO A 5/8" REBAR WITH CAP; THENCE SOUTH 66° 56' 40" EAST 71.61 FEET TO A 5/8" REBAR WITH CAP SET ON THE WESTERLY RIGHT OF WAY LINE OF SAMARIA ROAD; THENCE SOUTH 38° 13' 33" WEST 526.88 FEET ALONG SAID RIGHT OF WAY LINE TO A 5/8" REBAR WITH CAP SET ON THE NORTHERLY RIGHT OF WAY LINE OF A COUNTY ROAD; THENCE NORTH 87° 23' 03" WEST 170.55 FEET ALONG SAID RIGHT OF WAY LINE TO A 5/8" REBAR WITH CAP SET AT A FENCE LINE; THENCE NORTH 12° 09' 57" WEST 129.12 FEET ALONG A FENCE LINE TO A 5/8" REBAR WITH CAP; THENCE NORTH 01° 10' 24" WEST 164.36 FEET TO A 5/8" REBAR WITH CAP SET AT A FENCE CORNER; THENCE NORTH 00° 28' 53" EAST 311.34 FEET TO THE TRUE POINT OF BEGINNING.

## ALSO

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO: THENCE RUNNING NORTH 142 RODS TO A POINT IN THE CENTER OF THE BIG MALAD RIVER AT A POINT 18 RODS SOUTH OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE FOLLOWING THE MEANDERING COURSE OF SAID RIVER IN A SOUTHEASTERLY DIRECTION TO A POINT 5 RODS WEST OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12; THENCE WEST 155 RODS TO THE POINT OF BEGINNING. T-932

## PARCEL 3

TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO.  
SECTION 1: THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER.

SECTION 12: THE EAST HALF OF THE SOUTHEAST QUARTER, THE SOUTH HALF OF THE NORTHEAST QUARTER, THE NORTH HALF OF THE NORTHWEST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THE NORTH HALF OF THE NORTHEAST QUARTER. ALL THAT PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER LYING NORTH AND EAST OF THE BIG MALAD RIVER AS THE SAME NOW FLOWS. T-930

EXCEPTING THEREFROM 2 ACRES IN A COMPACT FORM LOCATED IN THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12, HERETOFORE CONVEYED TO GWENFORD MILL AND ELEVATOR COMPANY BY DEED RECORDED IN BOOK 13, PAGE 256, RECORDS OF ONEIDA COUNTY, IDAHO.

SECTION 13: THE EAST HALF OF THE NORTHEAST QUARTER.

TOWNSHIP 15 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO.

SECTION 7: COMMENCING AT THE NORTHWEST CORNER OF SECTION 7; THENCE EAST 88 RODS 5 FEET; THENCE SOUTH 145 RODS; THENCE WEST 88 RODS 5 FEET; THENCE NORTH 145 RODS TO THE PLACE OF BEGINNING. T-997

#### PARCEL 4

THAT PROPERTY DESCRIBED AS ASSESSOR'S TAX NO. 230 BEING IN SECTION 12, TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO AND DESCRIBED AS FOLLOWS:

2 ACRES IN A COMPACT FORM LOCATED IN THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12, HERETOFORE CONVEYED TO GWENFORD MILL AND ELEVATOR COMPANY BY DEED RECORDED IN BOOK 13, PAGE 256, RECORDS OF ONEIDA COUNTY, IDAHO.

#### ALSO

ALL THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO, LYING SOUTH AND EAST OF THE COUNTY ROAD RUNNING THROUGH SAID 40 ACRE TRACT. T-3976

TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO.  
SECTION 1: THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER.

TRACT

G

**T-3976 OF Section 11 Township 15 South Range 35 East****PARCEL # RP0267902**

|                                                                                                                                                                                                  |    |                                                                                                                                                                                                  |        |          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|----------|
| John E. Jones                                                                                                                                                                                    | to | Jones Bros. (John E. Jones, Dan E. Jones)                                                                                                                                                        | Deed   | 25803    |
| Jones Bros. (John E. Jones, Dan E. Jones)                                                                                                                                                        | to | Dan E. Jones                                                                                                                                                                                     | Deed   | 29234    |
| Jones Bros. (John E. Jones, Dan E. Jones)                                                                                                                                                        | to | Gwenford Mill & Elevator                                                                                                                                                                         | Deed   | 28147    |
| Gwenford Mill & Elevator                                                                                                                                                                         | to | The Farmers Supply                                                                                                                                                                               | Deed   | 32522    |
| Oneida County Sherriff                                                                                                                                                                           | to | John Sowcroft&Sons                                                                                                                                                                               | Deed   | 07/30/26 |
| John Sowcroft&Sons                                                                                                                                                                               | to | Samaria Water Comp                                                                                                                                                                               | Deed   | 42744    |
| Elias Morris                                                                                                                                                                                     | to | Mary R. Morris                                                                                                                                                                                   | Deed   | 47970    |
| Mary Morris                                                                                                                                                                                      | to | Elias Morris                                                                                                                                                                                     | Decree | 54459    |
| Elias Morris                                                                                                                                                                                     | to | JF Fredrickson                                                                                                                                                                                   | Deed   | 54460    |
| Heirs of Mary Morris                                                                                                                                                                             | to | JF Fredrickson                                                                                                                                                                                   | Deed   | 57652    |
| Joseph H. Josephson (Water Deed)                                                                                                                                                                 | to | JF Fredrickson                                                                                                                                                                                   | Deed   | 76990    |
| JF Fredrickson                                                                                                                                                                                   | to | John F. Fredrickson Comp                                                                                                                                                                         | Deed   | 83462    |
| John F. Fredrickson Comp                                                                                                                                                                         | to | W. Neil Jensen, Clara Jensen                                                                                                                                                                     | Deed   | 120487   |
| W. Neil Jensen, Clara C. Jensen                                                                                                                                                                  | to | Blackburn Cattle, LLC                                                                                                                                                                            | Deed   | 137127   |
| Blackburn Cattle, LLC                                                                                                                                                                            | to | Pheasant Brook, LLC                                                                                                                                                                              | Deed   | 137128   |
| Pheasant Brook, LLC                                                                                                                                                                              | to | PEOA River Valley Ranch Land, G. Jeffrey Pickett, Gregory Pickett, Kathleen Pickett, Angie Riches, L. Victor Riches, Kevin Riches, Kenneth Riches, James Pickett, & Creative Center of Los Altos | Deed   | 141414   |
| PEOA River Valley Ranch Land, G. Jeffrey Pickett, Gregory Pickett, Kathleen Pickett, Angie Riches, L. Victor Riches, Kevin Riches, Kenneth Riches, James Pickett, & Creative Center of Los Altos | to | Lawrence V. Riches, Carolyn Riches, Kevin G. Riches, Melissa B. Riches Garth E. Pickett , Kathleen R. Pickett PEOA River Valley Ranch Land                                                       | Deed   | 141796   |

|                                                                                                                                                                                         |    |                                                                                                                                                                                                                                                                                                                                                                                                                                       |      |        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--------|
| Lawrence V. Riches & Carolyn Riches                                                                                                                                                     | to | Triple R. Development, LLC (1.33%)                                                                                                                                                                                                                                                                                                                                                                                                    | Deed | 142042 |
| Lawrence V. Riches & Carolyn Riches                                                                                                                                                     | to | Triple R. Development, LLC (14.92%)                                                                                                                                                                                                                                                                                                                                                                                                   | Deed | 142103 |
| Lawrence V. Riches, Carolyn Riches,<br>Triple R. Development, LLC,<br>Kevin G. Riches, Melissa B. Riches,<br>Garth E. Pickett, Kathleen R. Pickett<br>PEOA River Valley Ranch Land, LLC | to | Lawrence Victor Riches, Carolyn Riches<br>Kevin Riches, Melissa B. Riches,<br>Kenneth Riches, Kathy Riches<br>Angie Riches (Banks), Derek Banks,<br>Kathleen Pickett, Garth Pickett,<br>Heather MCCaully, Mark MCCaully<br>G. Jeffrey Pickett, Tracy Pickett<br>Gregory Pickett, Madeleine Pickett<br>James Pickett, Molly Pickett, Ted Helvey,<br>Michelle Helvey, Creative Center of Los Altos, Inc.,<br>Triple R. Development, LLC | Deed | 142996 |
| Kevin Riches, Melissa B. Riches                                                                                                                                                         | to | Kevin G. Riches, Melissa Bredt Riches<br>Trustees of the Kevin and Melissa<br>Riches Trust, 07-19-2001                                                                                                                                                                                                                                                                                                                                | Deed | 151106 |
| Lawrence Victor Riches, Carolyn Riches                                                                                                                                                  | to | Lawrence Victor Riches, Jr ,<br>and Carolyn C. Riches, Trustees of<br>the Riches Family Trust, 06-12-1998                                                                                                                                                                                                                                                                                                                             | Deed | 151109 |

said Sheriff, in order to carry into effect the sale so made by him, as aforesaid, in pursuance to said judgment or decree, and in conformity to the statute in such cases made and provided, and also in consideration of the premises and the sum of \$15,250.39, so bid and paid to him by such purchaser, as aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part and to its successors and assigns forever, all those certain lots, pieces or parcels of land, situate, lying and being in the County of Oneida, and bounded and particularly described as follows, to-wit:

The Northeast Quarter of the Northeast Quarter of Section 11, Township 15 South, Range 35, East of Boise Meridian; together with a water right of two days out of each seventeen days to all of the waters flowing in what is known as Jones Brothers' Upper Ditch, and all of the waters in both the said Upper Ditch and Jones Brothers' Lower Ditch, during the Milling Season from the first day of September of each year to the first day of May of each following year.

Also beginning 80 rods south and 29 rods and 5 feet west of the Northeast corner of Section 11, Township 15 South, Range 35, East of Boise Meridian; thence running South 54 degrees 30' W 15 rods; thence North 73 degrees 00' west 15 rods; thence North 8 rods and 7 feet; thence east 24 rods and 9 feet to the point of beginning, and containing one acre and 28 hundredths, more or less,

Also about two acres, more or less, as pasture in the Northwest corner of the Southwest Quarter of the Northwest Quarter of Section 12, Township 15 South, Range 35, East of the Boise Meridian, lying north of the Big Malar River in said 40 acre tract. With all buildings now on the said land. Together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

and also all the estate, right, title or interest, property, possession, claim and demand whatsoever, as well in law as in equity of the said party of the first part and the said defendants, Farmers Supply & Milling Company, a corporation, D. E. Anderson, R. H. Willis, C. E. Thomas, and Heber Hansen, as Trustees of Farmers Supply & Milling Co., a corporation, and D. E. Anderson, R. H. Willis, C. E. Thomas and Heber Hansen, of, in and to the said premises and every part and parcel thereof.

TO HAVE AND TO HOLD ALL AND SINGULAR the said premises hereby conveyed or intended to be, together with the appurtenances thereto to the said party of the second part and its successors and assigns to its own proper use, benefit and behoof forever.

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

Morgan W. Tovey  
Sheriff of Oneida County, State of Idaho.

State of Idaho, )  
County of Oneida, ) ss.

On this 30th day of July, 1926, before me, Clerk of the District Court of the Fifth Judicial District of the State of Idaho, in and for Oneida County, personally appeared Morgan W. Tovey, known to me to be the Sheriff of the County of Oneida, State of Idaho, the party who executed the foregoing instrument, and he duly acknowledged to me that he executed the same as such sheriff.

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

J. Peter Jensen  
Clerk of the District Court, Ex-Officio Auditor and  
Recorder, Oneida County, State of Idaho.

By L. L. Peck, Deputy.

Filed for record at the request of Jones, Pomerooy & Jones, 11 A. M. this 30th day of July, 1926. J. Peter Jensen--Recorder L. L. Peck--Deputy

THIS INSTRUMENT, made the 16th day of July, in the year of our Lord one thousand nine hundred and twenty-six, between John Scowcroft & Sons Company, a corporation, organized and existing under the laws of the State of Utah, and having its principal place of business at Ogden, in the County of Weber, State of Utah, the party of the first part, and the Samaria Water and Irrigation Company, a corporation organized and existing under the laws of the State of Idaho, of Samaria, Oneida County, Idaho party of the second part witnesseth: -

That the said party of the first part, for and in consideration of the sum of Five Thousand Dollars, (\$5000.00), lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged do by these presents grant, bargain, sell and convey, and confirm unto the said party of the second part, and to its successors and assigns forever, all the certain tract of land situate, lying and being in the County of Oneida, State of Idaho, and bounded and described as follows to-wit: -

The Northeast Quarter of the Northeast Quarter of Section 11, Township 15 South, Range 35, East of the Boise Meridian, together with a water right of two days out of each seventeen days of all the waters flowing in what is known as the Jones Brother's Upper Ditch, and all the waters in both the said Upper Ditch and the Jones Brothers lower ditch, during the milling season from the 1st day of September of each year, to the first day of May of each following year.

Also beginning 80 rods South and 89 rods and 3 feet West of the Northeast corner of Section 11, Township 15 South, Range 35 East of the Boise Meridian thence running South 54 degrees 30' N. 16 rods; thence North 75 degrees 00' West 16 rods; thence North 8 rods and 7 feet; thence east 24 rods and 9 feet to the point of beginning, and containing one acre and 28 hundredths more or less.

Also about two acres more or less used as pasture in the northwest corner of the Southwest Quarter of the Northwest Quarter of Section 12, Township 15, South Range 35, East of the Boise Meridian, lying North of the Big Lared River in said 40 acre tract, with all buildings located thereon.

Together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereto incident; unto the said party of the second part, and to its successors and assigns forever and the said party of the first part its successors and assigns, the said premises in the quiet and peaceable possession of the said party of the second part and its successors and assigns, against the said party of the first part its successors and assigns, 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 party of the first part has hereunto set its hand and seal the day and year first above written.

Signed sealed and delivered  
in presence of:  
Charles Woodward

John Scowcroft & Sons Company  
Willard Scowcroft  
Vice-President

INST. NO.

STATE OF UTAH )  
COUNTY OF WASHINGTON ) SS

On the 16th day of July A.D. 1926, personally appeared before me, Willard Scowcroft, who being by me duly sworn did say, that he is Vice President of the John Scowcroft & Sons, Company, a corporation, and that he executed the foregoing instrument for and on behalf of said corporation by authority of its by-laws and the said Willard Scowcroft, acknowledged said instrument to be the act and deed of said corporation.

(SCL)

Chas Woodward  
Notary Public

Filed for record at the request of E.J. Jones at 5.30 P.M. this 10th day of Aug, 1926.

J. Peter Jensen Recorder

Instrument No. 47970

THIS INDENTURE, Made this 15th, day of August in the year of our Lord one thousand nine hundred and Twenty-eight between

Elias Morris  
of Owenford County of Oneida State of Idaho the part y of the first part, and  
Mary R. Morris, his wife  
of Owenford County of Oneida State of Idaho the part Y of the second part.

WITNESSETH: That the said part Y of the first part, for and in consideration of the sum of One and no/100-- Dollars and love and affection he bears towards his said wife Dollars, lawful money of the United States of America, to him sold, and by these presents do grant, bargain, sell, convey and confirm unto the said part Y of the second part, and to her heirs and assigns forever, all the following described real estate situated in Oneida County, State of Idaho,

to-wit: The Northeast Quarter of the Northeast Quarter of Section 11 in Township 15 South Range 35 East of the Boise Meridian; together with a water right of two days out of each seven days of all the waters flowing from what is known as Jones Brothers "Upper Ditch" and all the waters in both the said Upper Ditch and the Jones Brothers "Lower Ditch" during the milling season from the 1st day of November of each year to the 15th day of April of each following year.

Also beginning 80 rods South and 29 rods and Three feet West of the Northeast corner of Section 11 in Township 15 South Range 35 East of the Boise Meridian; thence running South 34°30' West 16 rods; thence North 73° 00' West 16 rods; thence North 8 rods and Seven feet thence East 24 rods and 9 feet to the place of beginning, and containing 1.28 acres, more or less.

Also about two acres more or less, used as pasture in the Northwest corner of the Southwest Quarter of the Northwest Quarter of Section 12 in Township 15 South Range 35 East of the Boise Meridian, lying North of the Big Malad River in said forty acre tract, with all buildings now on said lands.

Also the Northeast Quarter of the Southeast Quarter of Section 10 in Township 15 South Range 35 East of the Boise Meridian, in Idaho containing 40 acres. Also Six Shares of the Capital Stock of the Samaria Water and Irrigation Company, an Idaho corporation. This grant is given subject to existing incumbrances on the described premises. Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estates, right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part.

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

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

Signed, Sealed and Delivered in the Presence of  
Elias Morris (SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

STATE OF Idaho }  
County of Oneida } ss.  
On this 15th, day of August in the year 19 28 before me,  
John J. Evans a Notary Public in and for said County, personally appeared  
Elias Morris

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

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

(SEAL)  
Commission Expires  
John J. Evans  
Notary Public Residing at Malad, Idaho.

Filed for record this 12th, day of May A. D. 19 31 at 10-45 o'clock A. M.  
D. P. Jones Jr. By L. L. Peck  
Ex-Officio Recorder. COMPARED Deputy.

INST. NO. 54459

## IN THE PROBATE COURT OF ONEIDA COUNTY, STATE OF IDAHO.

IN THE MATTER OF THE ESTATE OF  
MARY R. MORRIS, Deceased,DECREET ESTABLISHING MARRIAGE ACQUIRING  
OF COMMUNITY PROPERTY DURING COVERTURE  
AND DEATH OF WIFE INTESTATE.

The petition of Elias Morris, the surviving husband of said Mary R. Morris, deceased, setting up the marriage of said Elias Morris, petitioner and said Mary R. Morris, deceased, the acquiring of property during coverture, the showing that it was community property of said spouses, and the death of said Mary R. Morris, intestate, having made no testamentary disposition of the property hereinafter described, and praying for a hearing thereon, and a decree of this Court to the effect that the said Elias Morris and the said Mary R. Morris were duly married, and that the property described in the verified petition on file herein was acquired during coverture and that the same was community property of said parties, and that the said Mary R. Morris, deceased, wife of the said Elias Morris, died intestate, and reference to the property herein described and affected, coming on regularly to be heard, and due proof having been made, to the satisfaction of the Judge of this Court, that the Clerk has given notice in all respects according to law;

That all inheritance taxes, if any, which have become due and payable have been fully paid; that there is no inheritance tax due and payable under the statutes of the State of Idaho, on said estate;

And it appearing from the proofs produced herein that said Elias Morris, and the said Mary R. Morris, were duly married on the 5th day of September, 1884, and at all times since said date and until the death of the said Mary R. Morris, were husband and wife, and living together as such; that during the coverture aforesaid of the said parties the following described respective parcels or pieces of real estate and water rights were acquired as community property and not as separate property of either of them, to-wit:

The Northeast quarter of the Northeast quarter of Section 11, Township 15 South, Range 35 East of the Boise Meridian; together with a water right of 8 days out of each 17 days to all of the waters flowing in what is known as Jones Brothers Upper Ditch and all of the waters in both the said Upper Ditch and the Jones Brothers Lower Ditch, during the Milling Season from the first day of November of each year to the fifteenth day of April of each following year.

Also beginning 80 rods South and 29 rods and 3 feet West of the Northeast corner of Section 11, Township 15 South, Range 35 East of the Boise Meridian; thence running South 34° 30' West 18 rods; thence North 75° 00' West 18 rods; thence North 8 rods and 7 feet; thence East 24 rods and 9 feet; to the point of beginning and containing 1.28 acres more or less.

Also about 2 acres more or less used as pasture in the Northwest corner of the Southwest quarter of the Northwest quarter of Section 12 Township 15 South, Range 35 East of the Boise Meridian, lying North of the Big Malad River in said 40 acre tract with all buildings now on said land.

Together with all water and/or water rights thereunto belonging or in anywise appertaining and/or used in connection with the above described real estate, particularly all those certain flowing wells or artesian wells located on said property and used thereon, or any other water or water rights however manifested.

That the said Elias Morris, on the 7th day of September, 1926, while they were husband and wife, together with each other purchased said property from the Samaria Water & Irrigation Company, a corporation of Idaho through their joint efforts and community funds; that thereafter the said Elias Morris conveyed by warranty deed the said property to his wife, the said Mary R. Morris, deceased, on the 15th day of August, 1928; that thereafter, on the 9th day of September, 1936, said Mary R. Morris died intestate, at Malad, Oneida County, Idaho; and all and singular the law and the evidence by the Court fully understood and considered;

IT IS ORDERED, ADJUDGED AND DECREED: that the said Mary R. Morris, deceased, and said Elias Morris, were duly married on the 5th day of September, 1884; that thereafter and during coverture of said parties the above described real property and water rights were acquired by said parties; that the same was the community property of said parties; and that the said Mary R. Morris, died on the 9th day of September, 1936, intestate, with reference to the above described property having made no disposition of the same while husband and wife, and at the time of her death as aforesaid, said property had not been alienated by either of said parties but was owned by them as their community property.

Dated this 14 day of November, 1936.  
(Seal)

John J. Evans  
Probate Judge.

OFFICE OF THE PROBATE JUDGE  
COUNTY OF ONEIDA,  
STATE OF IDAHO.

SS.

I, John J. Evans, Probate Judge and Ex-officio Clerk of the Probate Court of Oneida County, State of Idaho, do hereby certify and declare that the above and foregoing decree establishing marriage, acquiring of community property during coverture and death of wife intestate is a full, true, correct and complete copy of the original now in my possession and of record in the office of the Probate Court of Oneida County, Idaho, in Book "C" of Probate Record, page 529-530, and recorded on the 14th day of November 1936.

In Witness Whereof, I hereunto set my hand and affix the official seal of the Probate Court of Oneida County, this 14th day of November, 1936.

(Seal)

John J. Evans  
Probate Judge and Ex-officio Clerk of  
the Probate Court, Oneida County, Idaho.

Filed for record this 14 day of Nov. 1936 at 9:00 A.M. at request of Jno. W. Clark.  
D. P. Jones Jr. Recorder.

COMPARE!!

Instrument No. 64460 ✓

THIS INDENTURE, Made this 14th day of November in the year of our Lord one thousand nine hundred and Thirty-Six between Elias Morris, a widower

of Owenford County of Oneida State of Idaho the part y of the first part, and  
J. F. Fredrickson  
of Malad County of Oneida State of Idaho the part y of the second part.

WITNESSETH: That the said part y of the first part, for and in consideration of the sum of Ten Dollars and other

good and valuable consideration ----- Dollars lawful money of the United States of America, to them in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged, he ve granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said part y of the second part, and to his heirs and assigns forever, all the following described real estate situated in Oneida County, State of Idaho, to-wit: The Northeast quarter of the Northeast quarter of Section Eleven (11) in Township Fifteen (15) South, Range Thirty-five (35) East of the Boise Meridian; together with a water right of Two Days out of each Seventeen days to all the waters flowing in what is known as "Jones Brothers Upper Ditch" and all the waters in both the said "Jones Brothers Upper Ditch" and the "Jones Brothers Lower Ditch" during the Milling season from the first day of November of each and every year to the Fifteenth day of April of each and every year following.

Also beginning at a point 80 rods South and 29 rods and Three feet West of the Northeast corner of Section Eleven (11) in Township Fifteen (15) South Range Thirty-five (35) East of the Boise Meridian; Thence running South 54° 30' West 16 rods; Thence North 73° 00' West 16 rods; Thence North Eight rods and Seven feet; Thence East 24 rods and Nine feet to the point of beginning, and containing 1.28 acres, more or less.

Also Two (2) acres, more or less, in the Northwest corner of the Southwest quarter of the Northwest quarter of Section Twelve (12) in Township 15 South, Range 35 East of the Boise Meridian, lying North of the Big Malad River and said Forty Acre Tract; together with all improvements and all buildings now on the above described premises, and all waters and water rights, however evidenced and all domestic water rights of every nature, used with, or acquired with, upon and in anywise appurtenant to and belonging to the above described premises; and especially any and all used and acquired water rights from every name and nature for milling purposes, or any milling privileges rights from any source by present or former usage or otherwise acquired and belonging to or in anywise appurtenant to the above described premises. Also flowing wells on said premises with all waters flowing therefrom and all acquired rights to the underground waters belonging to and appurtenant to said flowing wells. Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estates, right, title and interest in and to the said property, as well in law as in equity, of the said part 1st of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the said part y of the second part, and to his heirs and assigns forever. And the said part y of the first part, and their heirs, the said premises in a quiet and peaceable possession of the said part y of the second part, his heirs and assigns, against the said part 1st of the first part, and their heirs and against all and every person and persons whomsoever lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

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

Signed, Sealed and Delivered in the presence of

Elias Morris

(SEAL)

Jno. W. Clark

(SEAL)

\*\*\*\*\*

(SEAL)\*\*\*\*\*

This Deed is given in settlement and payment of the mortgage debt on the above described premises and water rights in favor of the Grantee herein and shown in Book Sixteen of Mortgages at page 61 records of Oneida County, Idaho, and that said premises and water rights and Milling privileges rights are not worth more than the said mortgage debt with the interest due thereon. (\$4.50 documentary stamps duly attached and cancelled.)

STATE OF Idaho, }

County of Oneida, }

On this 14th day of November in the year 193 6 before me,

Jno. W. Clark

a Notary Public

in and for said County, personally appeared

Elias Morris, a widower

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

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

(SEAL)  
Commission Expires

Jno. W. Clark  
Notary Public for the State of Idaho,  
Residing at Malad, Idaho.

Filed for record this 14 day of Nov. A.D. 193 6, at 9:30 o'clock A. M.

Do. P. Jones Jr.  
Ex-Officio Recorder.

By \_\_\_\_\_ Deputy.

UNRECORDED

THIS INDENTURE, made this 19th day of July, in the year of our Lord one thousand nine hundred and thirty-eight between Kenneth M. Ward of Ogden, Weber County, Utah, and Kathryn Ward, a spinster, of Salt Lake City, County of Salt Lake, State of Utah, and Barbara E. Ward Price, a widow of Malad, Oneida County, Idaho, all of age, and Elias Morris, a widower of Malad, County of Oneida, State of Idaho; all the heirs and only heirs at law of Mary R. Morris, deceased, the parties of the first part, and J. F. Fredrickson of Malad, County of Oneida, State of Idaho, the party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One Dollar and other good and valuable consideration, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents remise, release and forever QUITCLAIM, unto the said party of the second part, and to his heirs and assigns and their right, title, interest, demand, estate claim and expectancy in and to all those certain lots, pieces, or parcels of land, situate, lying and being in the County of Oneida, State of Idaho, bounded and particularly described as follows, to-wit:

1 The Northeast Quarter of the Northeast quarter of Section Eleven (11) in Township Fifteen (15) South, Range Thirty-Five (35) East of the Boise Meridian; together with a water right of Two Days out of each Seventeen days to all the waters flowing in what is known as "Jones Brothers Upper Ditch" and all the waters in both the said "Jones Brothers Upper Ditch" and the "Jones Brothers Lower Ditch" during the Milling season from the first day of November of each and every year to the Fifteenth day of April of each and every year following.

2 Also beginning at a point 80 rods South and 29 rods and Three feet West of the Northeast corner of Section Eleven (11) in Township Fifteen (15) South Range Thirty-Five (35) East of the Boise Meridian; Thence running South 34 degrees 30 minutes West 16 rods; Thence North 80° 00' West 16 rods; Thence North Eight rods and Seven Feet; Thence East 24 rods and Nine feet to the point of beginning, and containing 1.28 acres, more or less.

3 Also Two (2) acres, more or less, in the Northwest corner of the Southwest quarter of the Northwest quarter of Section Twelve (12) in Township 15 South, Range 35 East of the Boise Meridian, lying North of the "Big Malad River" in said Forty Acre tract; together with all improvements and all buildings now on the above described premises, and all waters and water rights, however evidenced, and all domestic water rights, of every nature, used with, or acquired with, upon and in anywise appurtenant to and belonging to the above described premises; and especially any and all used and acquired water rights from every name and nature for milling purposes, or any milling privileges rights from any source by present or former usage, or otherwise acquired and belonging to or in anywise appurtenant to the above described premises. Also all flowing Wells on said premises with all waters flowing therefrom and all acquired rights to the underground waters belonging to and appurtenant said flowing wells; and the above described premises.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, the reversion and reversions, remainder and mainders, rents, issues and profits thereof.

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

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

WITNESSETH, SEALED AND DELIVERED IN PRESENCE OF

John C. Davis  
John J. Evans  
William S. Fox (as to Kathryn Ward)  
Ernest G. Richards

Kenneth M. Ward (Seal)  
Kathryn Ward (Seal)  
Barbara E. Ward Price (Seal)  
Elias Morris (Seal)

State of Idaho,  
County of Oneida, ss

On this 20th day of July, in the year 1938, before me John J. Evans, Probate Judge for Oneida County, in and for said State, personally appeared Barbara E. Ward Price, a widow, known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that she executed the same.

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

John J. Evans, Probate Judge of Oneida County.  
Residing at Malad, Idaho (State of Idaho)

(Seal)

Instrument No. 28147.

This Indenture, Made this 29th day of July in the year of our Lord one thousand nine hundred and sixteen between Jones Bros. (John E. Jones and Dan E. Jones) and Winniefred E. Jones, wife of John E. Jones, said Dan E. Jones being a widower at date hereof, of Gwenford, County of Oneida, State of Idaho, the parties of the first part, and of Gwenford Mill and Elevator Company, Limited, of Gwenford, County of Oneida, State of Idaho, the party of the second part,

Witnesseth: That the said part 1st of the first part, for and in consideration of the sum of Nineteen hundred fifty-five & no/100 ----- Dollars, lawful money of the United States of America, to them in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said part y of the second part, and to its heirs and assigns forever, all the following described real estate situated in Oneida County, State of Idaho, to-wit:

The northeast quarter of the northeast quarter of section eleven, township 15 South, Range thirty-five East of the Boise Meridian, -together with a water right of two days out of each 17 days to all the water flowing in what is known as Jones Bros. Upper ditch, and all of the water in both the said upper ditch and the Jones Bros. lower ditch during the milling season from the 1st day of September of each year to the 1st day of May of the following year.

Beginning 80 rods south and 29 rods & 3 feet west of the NE corner of section 11, tp. 15 S. E. 35 E. N. W.; thence running south 54 deg. 30' W. 16 rods; thence north 73 deg. 00' West 16 rods; thence north 8 rods and 7 feet; thence east 24 rods & 9 feet to the point of beginning and containing 1.28 acres more or less.

Also about two acres more or less used as a pasture in the northwest corner of the southwest quarter of the northwest quarter of section 12, township 15 South, Range 35 East of the Boise Meridian, lying north of the Big Malad River in said 40 acre tract.

United States Internal Revenue stamps to the amount of \$2.00 have been attached to the within deed and duly cancelled.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estates, right, title and interest in and to the said property, as well in law as in equity, of the said part 1st of the first part.

Us Here and Us Well. All and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, and to its heirs and assigns forever. And the said party of the first part, and their heirs, the said premises in a quiet and peaceable possession of the said part y of the second part, its heirs and assigns, against the said parties of the first part, and their heirs and against all and every person and persons whomsoever lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

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

Signed, Sealed and Delivered in the Presence of  
JONES BROS. (SEAL)  
By John E. Jones (SEAL)  
By Daniel E. Jones (SEAL)  
Winniefred E. Jones (SEAL)

State of Idaho, ss. On this sixteenth day of July in the year 1916, before me, Philip J. Evans, a Notary Public in and for said County, personally appeared Jones Bros. (John E. Jones & Dan E. Jones) and Winniefred Jones,

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.

Philip J. Evans, Notary Public, Malad, Idaho.

Filed for record this 31st day of July A. D. 1916 at 9:10 o'clock A. M.

JOSEPH JONES Es-Office Recorder. By Assistant.

COMPARED

This Indenture, Made this 21 day of October in the year of our Lord one thousand nine hundred and eighteen - between **Gwenford Milling and Elevator Company, limited, a corporation,** of **Gwenford,** County of **Oneida** State of **Idaho** the part y of the first part, and **The Farmers Supply and Milling Company, limited** of **Gwenford** County of **Oneida** State of **Idaho** the part y of the second part.

Witnesseth: That the said part y of the first part, for and in consideration of the sum of **Seventeen thousand and no/100** Dollars, lawful money of the United States of America, to it in hand paid by the said part y 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 part y of the second part, and to its ~~heirs~~ assigns forever, all the following described real estate situated in Oneida County, State of Idaho, to-wit:

The northeast quarter of the northeast quarter of Section 11, Township 15 South, Range 35, East of Boise Meridian, together with a water right of two days out of each seventeen days to all of the waters flowing in what is known as Jones Brothers' Upper ditch, and all of the waters in both the said Upper ditch and the Jones Brothers' Lower Ditch, during the Milling Season from the first day of September of each year to the First day of May of each following year.

Also beginning 80 rods south and 29 rods and 3 feet west of the northeast corner of Section 11, Township 15 South, Range 35, East of Boise Meridian, thence running south 34 degrees 30' W. 16 rods; thence north 78 degrees 00' west 15 rods; thence north 8 rods and 7 feet; thence east 24 rods and 9 feet to the point of beginning, and containing one acre and 28 hundredths, more or less.

Also about two acres more or less used as pasture in the northwest corner of the southwest quarter of the northwest quarter of Section 12, Township 15 South, Range 36, East of the Boise Meridian, lying north of the Big Malad River, in said 40 acre tract, with all buildings now on the said land.

United States Internal Revenue Stamps of the value of \$17.00 attached and Cancelled.

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 estates, right, title and interest in and to the said property, as well in law as in equity, of the said part y of the first part.

He ~~has~~ and is ~~well~~ All and singular the above mentioned and described premises, together with the appurtenances, unto the said part y of the second part, and to its ~~heirs~~ assigns forever. And the said part y of the first part, and its ~~heirs~~ assigns, against the said part y of the first part, and its ~~heirs~~ assigns against all and every person and persons whomsoever lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

In Witness Whereof, The said part y of the first part has hereunto set its hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

S.D.Davis.

Gwenford Milling and Elevator Company, Limited, a corporation by (SEAL).  
Dan E. Jones, President. (SEAL).  
(SEAL).

State of IDAHO } ss. On this 21 day of October in the year 1918 before me,  
County of ONEIDA }  
S.D.Davis a Notary Public in and for said County, personally appeared  
Dan E. Jones, known to me to be the President of the Gwenford Milling and Elevator Company Limited, a corporation known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL).  
Commission Expires

S.D.Davis,  
Notary Public,  
Malad, Idaho.

Filed for record this 11th day of January

A.D. 1919 at 1:15 o'clock P. M.

J. Peter Jensen  
Ex-Officio Recorder.

By Ruth G. Jensen  
Assistant.

THIS INDENTURE, made this 20th day of July 1926, between Morgan W. Tovey, Sheriff of the County of Oneida, State of Idaho, party of the first part, and John Scowcroft & Sons Co., a corporation, party of the second part,

WITNESSETH: That, WHEREAS, in and by a certain judgment or decree, made and entered by the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Oneida, on the 29th day of April, 1925, in a certain action then pending in said Court, wherein John Scowcroft & Sons Co. a corporation, was plaintiff, and FARMERS SUPPLY & MILLING COMPANY, a corporation, D. H. ANDERSON, R. E. WILLIE, C. E. THOMAS, AND HEBER HANSEN, as Trustees of Farmers Supply and Milling Co., a corporation, and D. H. Anderson, R. E. Willie, C. E. Thomas and Heber Hansen, were defendants, in which said decree it was, among other things, order, adjudged and decreed that all and singular the mortgaged premises described in the complaint in said action and specifically described in said judgment or decree, or so much hereof as might be sufficient to raise the amount due to the plaintiff for principal, interest, attorney's fees and costs in said action, should be sold at public auction by the sheriff of the said County of Oneida, State of Idaho, in the manner prescribed by law and according to the course and practice of said Court; that any party to the action might become a purchaser at said sale; that said Sheriff should issue the usual certificate and deed to the purchaser or purchasers as required by law, and

WHEREAS, an execution in foreclosure was duly issued out of the above entitled Court on the 23rd day of May, 1925, which execution was delivered to said Sheriff, the party of the first part hereto, whereby he was, among other things, commanded that the property therein described should be sold and the said decree carried out in full, and

WHEREAS, the said Sheriff did on the 27th day of June, 1925, after due publication had been given as required by the laws of the State of Idaho; and the course and practice of said Court, duly sell at public auction in the County of Oneida, State of Idaho, agreeable to said judgment and decree and execution in foreclosure and the provisions of law, the premises in said decree and execution mentioned, at which sale the said premises in said judgment and decree and hereinafter described, were fairly struck off and sold to the said John Scowcroft & Sons Co., a corporation, the party of the second part hereto, for the sum of \$15,260.39, lawful money of the United States of America, it being the highest bidder and that being the highest bid for the same, and

WHEREAS, the said purchaser thereupon paid the said Sheriff his fees and disbursements on said sale and directed that the balance thereof be applied in satisfaction of the judgment obtained by it, and

WHEREAS, the said Sheriff thereupon made and executed the usual certificate in duplicate of said sale in due form of law and delivered one thereof to the purchaser, John Scowcroft & Sons Co., a corporation, and caused the other to be filed in the office of the County Recorder of the County of Oneida, State of Idaho, and

WHEREAS, more than one year has elapsed since the date of said sale and no redemption has been made of the premises so sold as aforesaid by or on behalf of said judgment debtors or by or on behalf of any other person.

NOW, THIS INDENTURE WITNESSETH: That the said party of the first part, the

STATE OF UTAH,  
COUNTY OF SALT LAKE, ss

On this the 23rd day of July, in the year 1938 before me Vivian C. Fox, a Notary Public in and for said County and State personally appeared Kathryn Ward, a spinster, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

Vivian C. Fox, Notary Public for  
Salt Lake County, State of Utah,  
Residing at Salt Lake City, Utah  
My Commission expires June 21, 1940.

(Seal)

STATE OF UTAH,  
COUNTY OF WHEELER, ss

On this the 20th day of July, 1938, before me John C. Davis, a Notary Public in and for said county and state, personally appeared Kenneth M. Ward, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

John C. Davis, Notary Public for Weber  
County, State of Utah, residing at Ogden,  
Utah. My Commission expires 2/20/39.

(Seal)

STATE OF IDAHO,  
COUNTY OF OHRICA, ss

On this the 28th day of August in the year 1938 before me John J. Evans, Probate Judge for Oneida County, in and for the State of Idaho, personally appeared Elias Morris, a widower known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

John J. Evans, Probate Judge of Oneida  
County, State of Idaho, residing at Malad,  
Idaho.

(Seal)

Filed for record at the request of J. F. Fredrickson,  
this 15th day of November, 1938 at 9:50 A. M.

D. P. Jones Jr., Recorder  
By: L. L. Peck, Deputy.

COMPARED

INSTRUMENT # 76990 x

## WARRANTY DEED

THIS INDENTURE, Made this 27th day of May, in the year of our Lord one thousand nine hundred and Fifty-Five, between Joseph H. Josephson and his wife Elizabeth Josephson of Malad City, County of Oneida, State of Idaho, the parties of the first part, and J. F. Fredrickson of Malad City, County of Oneida, State of Idaho, the party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Eight Hundred Dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, conveyed and confirmed unto the said party of the second part, and to his heirs and assigns forever, all of the following described parcel of land situate lying and being in the County of Oneida, State of Idaho, bounded and more particularly described as follows, to-wit:

Two Days water right out of every seventeen Days of what is known as the "Jones Brothers Upper Ditch" which is an irrigation water right used and owned in the Owenford area, of Oneida County, Idaho, of about 150 miners inches of irrigation waters having been used with the B&S&T: Sec. 1, Tp. 15, South Range 35 East Boise Meridian; and is hereby sold, conveyed and transferred to the NE&W&T: of Sec. 11 Tp. 15 S. R. 35 East Boise Meridian for the owner thereof, the Grantee herein; both said tracts being under and served by said "Jones Brothers Upper Ditch" and is a pertinent, permanent water right in and to said Ditch and its waters and the origin of its waters at the head and diversion point of said "Jones Brothers Upper Ditch" together with its established and acquired right of way of and for said Ditch with its waters, to the lands it serves with its waters for irrigation purposes.

\$1.10 Documentary stamp attached and duly cancelled.

TOGETHER, With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and remainder, remainders and remainder, 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 part of the first part.

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

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

Signed, Sealed and Delivered in the Presence of

Joseph H. Josephson (SEAL)

Elizabeth Josephson (SEAL)

(SEAL)

(SEAL)

STATE OF IDAHO,

COUNTY OF Oneida

On this 11th day of June in the year 1955, before me, Bill Fallis, Probate Judge of a Notary Public in and for said State, personally appeared Joseph H. Josephson and his wife Elizabeth Josephson known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL)

Bill Fallis  
Notary Public for the State of Idaho, residing at  
Probate Judge Malad, Idaho.

STATE OF IDAHO,

COUNTY OF ONEIDA,

Filed for record this 12th day of July

John H. McAllister

Ex-Officio Recorder.

By

A.D. 1956, at 3:30 o'clock P.M.

Rachel Hughes

Deputy.

COMPARED

INDEXED

INSTRUMENT #83462

WARRANTY DEED

THIS INSTRUMENT, made this 2nd day of November in the year of our Lord, One Thousand Nine Hundred and Fifty-Nine, between J. F. FREDRICKSON, sometimes known as JOHN P. FREDRICKSON COMPANY of Malad County of Oneida, State of Idaho, the party of the first part, and JOHN P. FREDRICKSON COMPANY, a corporation, of Malad, County of Oneida, 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 ONE DOLLAR and other good and valuable considerations, 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 by these presents, Grant, Bargain, Sell and Convey and Confirm unto said party of the second part, and to their heirs and assigns forever: All that certain lot, piece or parcel of land situate, lying and being in the County of Oneida, State of Idaho, bounded and more particularly described as follows, to-wit: that list attached hereto and marked exhibit "A" and made a part hereof.

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 party of the second part, and to his heirs and assigns forever and the said party of the first part, and his heirs warrant the said premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns against the said party of the first part, and his heirs and against all and every person 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 party of the first part has hereunto set his hand and seal the day and year first above written.

J. F. FREDRICKSON

STATE OF IDAHO } ss.  
COUNTY OF }

On this 2nd day of November, in the year 1959, before me the undersigned, a Notary Public in and for said County and State, personally appeared J. F. FREDRICKSON, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

GUS CAR ANDERSON

Notary Public  
Residence: Pocatello, Idaho

EXHIBIT "A"

The Abrams Ranch  
The east half of the southwest quarter; and the  
Lots 6 and 7 of Section 6;  
The east half of the northwest quarter; and the  
Lots 1, 2 and 3 of Section 7 in Township 11 South of Range 35 East Boise Meridian.

The Harris Ranch  
The east half of the southeast quarter of Section 4;  
The east half of the northwest quarter; the northwest quarter of the northwest quarter,  
and the northeast quarter of the southwest quarter of Section 10, in Township 12 South  
of Range 35 East Boise Meridian.

The Richards & West Ranches  
The Lots 1 and 2, and  
Southwest quarter of the northeast quarter, Section 25;  
The southwest quarter, Section 3;  
Lot 1, the southeast quarter of the northeast quarter, and  
East half of the southeast quarter of Section 4;  
Lots 1 and 2 and  
West half of the northeast quarter of Section 9;  
Northwest quarter of Section 10, in Township 13 South of Range 34 East Boise Meridian.

The Bake Ranch  
Commencing at the southeast corner of the northeast quarter of the northwest quarter  
of Section 27, Township 13 South of Range 35 East Boise Meridian; thence west 32 1/2 rods,  
more or less to center of Little Malad River; thence northwesterly along the center of  
said river in its meandering course to a point on section line 50 rods, more or less  
west of the northeast corner of the northeast quarter of the northwest quarter of  
Section 28, last aforesaid township and range;  
Thence east 370 rods, more or less, to the northeast corner of the northeast quarter  
of the northwest quarter of Section 27, same said township and range; thence south 80  
rods to the place of beginning, containing 173.50 acres, more or less, in this last  
described tract.

The Lorin Richards Ranch  
Lots, 1, 2 and 3;  
East half northwest quarter;  
northeast quarter southwest quarter;  
northhalf southeast quarter;  
northeast quarter of Section 30, Township 13 South of Range 35 East Boise Meridian.  
North half;  
Southeast quarter;  
East half southwest quarter;  
Northwest quarter southwest quarter of Section 29, Township 13 South of Range 35  
East Boise Meridian;  
East half southwest quarter;  
Southeast quarter; south half northeast quarter;  
Northeast quarter northeast quarter Section 20, Township 13 South of Range 35 East  
Boise Meridian;  
West half; south half southwest quarter southeast quarter Section 21; Southwest quarter  
southeast quarter Section 16, Township 13 South of Range 35 East Boise Meridian

**Richards ranch continued;**

Commencing at the northwest corner of the northeast quarter of Section 21;  
 Township 13 South of Range 35 East Boise Meridian;  
 Thence east 15 rods;  
 Thence south 38 degrees no minutes west 25 rods; more or less, to quarter  
 Section line 20 rods south of the point of beginning;  
 Thence north 20 rods to the place of beginning, together with all improvements and  
 four and on fifth shares of the capital stock of St. John Irrigating Co., and Idaho  
 corporation.  
 And all Taylor Grazing Act grazing rights used with and acquired with the above  
 described lands, LESS a pole line right of way to Utah Power and Light Co. shown in  
 Book "G" of Miscellaneous record at pages 426 and 427 records of Oneida County, Idaho.  
 All springs of water on the southwest quarter of the southeast quarter of Section 16,  
 Township 13 South of Range 35 East Boise Meridian, together with pipeline therefrom.

**The Metcalf Ranch**

Commencing at a point 34 rods west of the southeast corner of the northeast quarter of  
 the northwest quarter of Section 34, Township 13 South of Range 35 East Boise Meridian;  
 Thence west 16 rods;  
 Thence north 80 rods;  
 Thence west 240 rods;  
 Thence north 80 rods;  
 Thence west 160 rods;  
 Thence north 160 rods;  
 Thence east 80 rods;  
 Thence south 80 rods;  
 Thence east 80 rods to center of Section 28, Township 13 South of Range 35 East  
 Boise Meridian;  
 Thence continuing east 67.20 rods, more or less, to center of present county road  
 highway;  
 Thence north 12 degrees no minutes West along center of roadway 68 rods;  
 Thence north 20 degrees no minutes west along center of roadway 11.56 rods; thence east  
 131 rods; thence south 27 rods; thence east 108 rods and 1.75 feet; thence south 292  
 rods to place of beginning, together with all improvements and three and five twelfths  
 shares of the capital stock of St. John Irrigating Co., an Idaho corporation, and all  
 Taylor Grazing Act grazing rights used with and acquired with last above described land,  
 LESS a pole line right of way to Utah Power and Light Co. shown in Book "G" of  
 Miscellaneous record at page 417 records of Oneida County, Idaho.

**The Alvin Camp Ranch**

Commencing at a point 78.50 rods north of the southeast corner of the southwest quarter  
 of the northeast quarter of Section 13, Township 14 South of Range 35 East Boise  
 Meridian; thence west 160 rods;  
 Thence north 49.50 rods;  
 Thence east 160 rods;  
 Thence south 49.50 rods to place of beginning, together with all improvements and water  
 rights however evidenced.

**The Noble Ranch**

Commencing at a point 1862.10 feet east of northwest corner of south half of the  
 northeast quarter of Section 12, Township 14 South of Range 35 East Boise Meridian;  
 Thence east 372.42 feet;  
 Thence south 160 rods;  
 Thence west 372.42 feet;  
 Thence north 160 rods to place of beginning, together with all improvements and water  
 rights however evidenced, and all Taylor Grazing Act grazing rights used with and  
 acquired with two last above described tracts of land.

**The Will & Joe Vanderwood Ranches**

The southwest quarter of the southeast quarter of Section 27;  
 The northwest quarter of the northeast quarter of Section 34; in Township 14 South  
 of Range 35 East Boise Meridian.

**The Lehman Ranch**

Commencing at the northeast corner of the southeast quarter of the northeast quarter  
 of Section 34, Township 14 South of Range 35 East Boise Meridian; thence south 60  
 rods; thence west 80 rods; thence north 60 rods;  
 Thence east 80 rods to the place of beginning, with improvements thereon, and 35 shares  
 of the capital stock of the Samaria Water & Irrigation Co. and Idaho corporation.

**The Jerry Jones Ranch**

The northwest quarter of the southeast quarter; the southwest quarter of the northeast  
 quarter of Section 34, Township 14 South of Range 35 East Boise Meridian.  
 Also commencing at the southwest corner of the northeast quarter of the southwest  
 quarter of Section 34, Township 14 South of Range 35 East Boise Meridian; thence  
 north 64 rods; thence east 80 rods; thence south 64 rods; thence west 80 rods to the  
 place of beginning, with improvements thereon, and eight and on third shares of the  
 capital stock of the Samaria Water & Irrigation Co., one Idaho corporation, and all  
 Taylor Grazing act rights used with and acquired with five last above described  
 tracts of Idaho LESS ROADWAYS.

**The John Nielsen Ranch**

The southeast quarter of the southwest quarter of Section 3;  
 The north half; and north half of the south half of Section 14;  
 The southwest quarter of Section 13, Township 15 South of Range 34 East Boise Meridian.  
 (680 acres)

**D. P. Thomas - Roland Hughes**

The north half of the north half of Section 34;  
 The northeast quarter of Section 35, Township 15 South of Range 35 East Boise Meridian.

#### Gwenford mill - Pasture

The northeast quarter of the northeast quarter of Section 11, Township 15 South of Range 35 East Boise Meridian.  
Also beginning at a point 80 rods south and 29 rods and 3 feet west of the northeast corner of Section 11, Township 15 South of Range 35 East Boise Meridian; thence running south 34 degrees thirty minutes West 16 rods; thence north 73 degrees West 16 rods; thence north 8 rods 7 feet; thence east 24 rods 9 feet to place of beginning, containing 41.28 acres, together with all improvements and all water rights and milling water usage rights established, used with, upon and belonging to, however evidenced, or in anywise appurtenant to and with this last said tract of described land whereon a milling water right usage sufficient to operate flour mill has been established.  
Also, with this last described above tract two acres, more or less, in the northwest corner of the southwest quarter of the northwest quarter of Section 12, Township 15 South of Range 35 East Boise Meridian, lying north of Big Malad River in said forty acre tract.

#### Martin - Elias Morris Ranches

The north half of the northeast quarter of the southwest quarter of Section 11, Township 15 South Range 35 East Boise Meridian, together with the roadway used with this last described tract to and from Main public highway, and the northeast quarter of the Southeast quarter of Section 10, Township 15 South of Range 35 East Boise Meridian, and 11 shares of the capital stock of the Samaria water and Irrigation Co., and Idaho corporation.

#### The Bailey Ranch

Also, commencing at a point 78 rods and 13.50 feet south of the northwest corner of the southwest quarter of Section 2, Township 15 South of Range 35 East Boise Meridian; thence south 81 rods 3 feet to the southwest corner of said Section 2; thence East 140 rods; thence north 81 rods 3 feet; thence west 140 rods; to the place of beginning, with improvements and 34.25 shares of the capital stock of Samaria Water & Irrigation Co., an Idaho corporation, LESS pole line right of way shown in "B" Miscellaneous page 218 records of Oneida County, Idaho.

#### The Faeder Ranch

The south half of the southeast quarter of the southeast quarter of Section 29;  
The east half of the northeast quarter of Section 32, in Township 15 South of Range 36 East Boise Meridian.  
The Lots 2 and 3  
The east half of the southwest quarter of Section 4, Township 16 South of Range 36 East Boise Meridian.  
Also commencing at the southeast corner of Lot 1, Section 4, Township 16 South of Range 36 East Boise Meridian;  
Thence east 12 rods 8 feet to center of Big Malad River;  
Thence northerly along center of Malad River to a point on section line 53.04 rods north of point of beginning;  
Thence northwesterly along center of said Malad River to a point on a forty acre subdivision line 12 rods north of the northwest corner of said Lot 1 of said Section 4 last aforesaid township and range; Thence south 94.44 rods, more or less to the southwest corner of said Lot 1 of said Section 4; last aforesaid township and range;  
Thence east 80 rods to the place of beginning, said last above described tract being all the land lying west and south of said Malad River in Lot 4 of Section 3; and Lot 1 of Section 4, Township 16 South; and in southeast quarter of the southeast quarter of Section 33, Township 15 South; all in range 36 East Boise Meridian.  
Ann all acquired or deeded rights of roadway used with and belonging to the above described lands to and from the main public highways, And 14.10 shares of capital stock of Samaria Lake Irrigation Co., an Idaho corporation, LESS pole line right of way shown in Book "G" Miscellaneous page 405 Oneida County, Idaho. (306 acres)

#### The Campbell Ranch

The southeast quarter; the northeast quarter of the southwest quarter;  
The southwest quarter of the northeast quarter;  
The southeast quarter of the southwest quarter, Section 3;  
The north half of the northeast quarter;  
The northeast quarter of the northwest quarter of Section 10, Township 15 South of Range 37 East Boise Meridian.  
Also commencing at the northeast corner of the southwest quarter of the southwest quarter of Section 3, Township 15 South of Range 37 East Boise Meridian;  
Thence south 160 rods;  
Thence west 294 feet, more or less to east boundary line of county road;  
Thence northerly along east line of county road 160 rods, more or less, to a point on the forty acre subdivision line 294 feet, more or less, west of the place of beginning;  
Thence east 294 feet, more or less to the place of beginning, hereby conveying all the land in the southwest quarter of the southwest quarter of Section 3 and the northwest quarter of the northwest quarter of Section 10, Township 15 South of Range 37 East Boise Meridian, in Oneida County, Idaho, lying east on the county road, as the same is now located.

#### The Schwaneveld Ranch

The southwest quarter of the northwest quarter of Section 4;  
The southeast quarter of the northeast quarter;  
The east half of the southeast quarter of Section 5, Township 15 South of Range 37 East Boise Meridian.

#### The Lake Canyon Ranch

All of Section 4; and  
Southwest quarter of the northwest quarter of Section 3;  
Northwest quarter of Section 9, Township 12 South of Range 33 East Boise Meridian.  
Lots 3 and 4;  
South half of the northwest quarter; North half of the southwest quarter;  
South west quarter of the southwest quarter of Section 5;  
Lots 1 and 7;  
Southeast quarter of the southwest quarter;  
Southeast quarter; south half of the northeast quarter; Section 6;  
Lots 1, 2, 3, and 4;

Lake Canyon Range (continued)  
 East half of the west half;  
 East half; Section 7;  
 West half of the northwest quarter of Section 8;  
 Lots 1, 2, 3, and 4;  
 East half of the west half; north half of the northeast quarter;  
 South west quarter of the northeast quarter;  
 Southeast quarter; Section 18;  
 Lots 1, 2 and 3;  
 East half of the West half;  
 West half of the southwest quarter of the southeast quarter; Section 19;  
 South half Section 17; East half of the northwest quarter;  
 Northwest quarter of the northwest quarter of Section 20;  
 Northwest quarter of Section 15; south half of the northeast quarter;  
 Southeast quarter of Section 35, Township 12 South of Range 33 East Boise Meridian.

The Chidester Ranch  
 The northwest quarter of Section 22, Township 14 South of Range 33 East  
 Boise Meridian.

The Hall-Taylor East and West Basin Ranches  
 The northeast quarter of the northwest quarter;  
 The northwest quarter of the northeast quarter of Section 34;  
 Southwest quarter of the southeast quarter;  
 Southeast quarter of the southwest quarter;  
 North half of the southwest quarter;  
 South half of the northwest quarter of Section 27;  
 West half of Section 25; East half of Section 1;  
 South half; northeast quarter; East half of the northwest quarter;  
 Southwest quarter of the northwest quarter of Section 12;  
 Northwest quarter of the northeast quarter of Section 13;  
 North east quarter of the southwest quarter;  
 South half of the northeast quarter; Southeast quarter of Section 11;  
 West half of the northeast quarter; Southwest quarter;  
 South half of the northwest quarter of Section 14;  
 South half of the southeast quarter of Section 3;  
 Northeast quarter; Southeast quarter of the northwest quarter;  
 Southwest quarter;  
 West half of the southeast quarter of Section 10;  
 East half of the southeast quarter of Section 9;  
 East half of the northeast quarter of Section 16;  
 All of section 15;  
 North half of the northwest quarter of Section 22 in Township 13 South of Range  
 33 East Boise Meridian.

The Paul Smith Ranch  
 The northwest quarter of the southwest quarter, and  
 Lots 5, 6, 11 and 12 of Section 1; and  
 Lots 1, 2, 8, and 9 of Section 2 in Township 13 South of Range 33 East Boise  
 Meridian, containing 330.41 acres.

Bert Wight and John  
 Commencing at the center of Section 11 in Township 15 South, Range 35 East  
 Boise Meridian and running  
 Thence west 80 rods;  
 Thence north 66 and 2/3 rods;  
 Thence east 80 rods;  
 Thence south 66 and 2/3 rods to the place of beginning, and containing 33 1/3 acres.

The Lawrence Wells Ranch  
 All of Lots, 5, 6, 7, 9 and 10 of Section 19 in Township 16 South of Range 37 East  
 Boise Meridian in Idaho LESS AND EXCEPTING a strip 30 rods wide across and off the  
 south side of above said Lots 9 and 10 of said section 19 aforesaid township and  
 range, and containing for this conveyance 153.34 acres more or less, and all acquired  
 and used rights of roadways leading to and from the above described lands to the  
 main public highways.

The Wood ranch  
 Lots 1 and 2;  
 The south half of the northeast quarter; and  
 The southeast quarter of Section 5; and  
 The northeast quarter; and  
 The west half of the southeast quarter of Section 8 in Township 12 South of Range  
 33 East of the Boise Meridian, in Oneida County, Idaho, and containing in all 562.17  
 acres, together with all improvements located thereon and all waters and water right  
 and all grazing rights and privileges therewith or in anywise appurtenance therewith  
 and all used and acquired rights to roadways leading to and from the above described  
 premises to the main public highways.

Recorded by: Colen H. Sweeten Jr., Recorder  
 Melba Jensen, Deputy  
 This 17th day of January, 1964

COMPAF.

DEED

120487

FOR VALUE RECEIVED, JOHN F. FREDERICKSON COMPANY

corporately organized and existing under the laws of the State of Idaho, Grant, Bargain, Sell and Convey unto **W. NEAL JENSEN and GLARA O. JENSEN, husband and wife**, the following described real estate, to-wit:

**T-230 being in Section 12, Township 15 South, Range 35 East, Boise Meridian, and described as follows:**

7 Acres in a compact form located in the Northwest Corner of the SW 1/4 of said Section 12 heretofore conveyed to Swenborg Mill and Elevator Company by Deed recorded in Book 13 of Deeds, Page 246, Records of Oneida County, Idaho, ATSO.

All that part of the NE 1/4 of Section 12, Township 15 South, Range 35 East, Boise Meridian, lying South and East of the County Road running through said 40 acre tract.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever.

IN WITNESS WHEREOF the Grantor, pursuant to a resolution of its Board of Directors has caused the corporate name to be hereunto subscribed by its President and its corporate seal to be affixed by its Secretary this 4th day of June, 1924.

JOHN F. FREDERICKSON COMPANY

By *Michael Jacoby*  
J. Michael Jacoby, President

Attest  
*John W. Bump*  
John W. Bump, Secretary

STATE OF IDAHO, COUNTY OF ONEIDA

On this 4th day of June, 1924,

I, J. MICHAEL JACOBY, personally

known to be the President of the above named company, and

J. MICHAEL JACOBY, Secretary of the above named company, do hereby certify that the foregoing is a true and correct copy of the original of the instrument recorded in Book 13 of Deeds, Page 246, Records of Oneida County, Idaho, ATSO.

In testimony whereof, I have hereunto set my hand and the corporate seal of said company at the City of Boise, Idaho, this 4th day of June, 1924.

J. MICHAEL JACOBY, President

J. MICHAEL JACOBY, Secretary

Notary Public

My Comm. Expires 12/31/25

Notary Public

My Comm. Expires 12/31/25

Notary Public

My Comm. Expires 12/31/25

Notary Public

My Comm. Expires 12/31/25

Notary Public

My Comm. Expires 12/31/25

Notary Public

My Comm. Expires 12/31/25

Notary Public

My Comm. Expires 12/31/25

STATE OF IDAHO, COUNTY OF Oneida

I hereby certify that this instrument was filed for record at the request of *Elmer E. Jensen*

on this 4th day of June, 1924.

In my office and duly recorded in Book

13 of Deeds, Page 246, Records of Oneida County, Idaho, ATSO.

120487

*John W. Bump*

Notary Public

My Comm. Expires 12/31/25

Notary Public

My Comm. Expires 12/31/25

Notary Public

My Comm. Expires 12/31/25

Notary Public

My Comm. Expires 12/31/25

Notary Public

My Comm. Expires 12/31/25

Notary Public

My Comm. Expires 12/31/25

Notary Public

My Comm. Expires 12/31/25

Notary Public

INSTRUMENT NO. 120487

Microfilm No. 101161  
04 Day January 2005  
At 11:20 o'clock a M  
Diane S. Adams  
County Clerk  
Fees 6.00 Received at Request of \_\_\_\_\_ Deputy

**CORRECTION WARRANTY DEED** Blackburn Land & Cattle, LLC

For value received, W. NEIL JENSEN and CLARA C. JENSEN, husband and wife, the Grantors, do hereby Grant, Bargain, Sell, and Convey unto BLACKBURN LAND & CATTLE, LLC, a Limited Liability Company of the State of Utah, whose current address is 476 Heritage Park #230, Layton, UT, 84041, the Grantee, the real property located in Oneida County, Idaho, described in the SCHEDULE "A" attached hereto and made a part hereof by reference.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its successors 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 they are free from all encumbrances and they will Warrant and Defend the same from all lawful claims.

THIS WARRANTY DEED IS GIVEN TO CORRECT THE LEGAL DESCRIPTION IN THAT WARRANTY DEED BETWEEN THE ABOVE PARTIES DATED MAY 3, 2000, RECORDED MAY 26, 2000, AS INSTRUMENT NO. 129428

Dated: February 1, 2005.

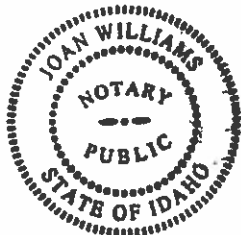
W. Neil Jensen  
W. NEIL JENSEN  
Clara C. Jensen  
CLARA C. JENSEN

STATE OF IDAHO  
COUNTY OF ONEIDA

ss

On this 1st day of February 2005, before me, a Notary Public in and for said State, personally appeared W. NEIL JENSEN and CLARA C. JENSEN, 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 seal the day and year first above written.



Joan Williams  
Notary Public  
Residing at: Malad City, ID  
My Commission Expires: 5-6-09

## SCHEDULE "A"

Parcel 1:

Township 15 South, Range 35 East, Boise Meridian:

Section 1:  $W\frac{1}{2}W\frac{1}{2}SW\frac{1}{4}$

Section 12: All that part of the  $S\frac{1}{2}NW\frac{1}{4}$  and the  $NE\frac{1}{4}SW\frac{1}{4}$  lying North and East of the Big Malad River as the same now flows;  $E\frac{1}{2}SE\frac{1}{4}$ ;  $S\frac{1}{2}NE\frac{1}{4}$ ;  $N\frac{1}{2}NW\frac{1}{4}$ ;  $NW\frac{1}{4}SE\frac{1}{4}$ ;  $N\frac{1}{2}NE\frac{1}{4}$ ; EXCEPTING THEREFROM 2 acres in a compact form located in the Northwest corner of the  $SW\frac{1}{4}NW\frac{1}{4}$  of said Section 12, heretofore conveyed to Gwenford Mill and Elevator Company by Deed recorded in Book 13, Page 256, records of Oneida County, Idaho.

Section 13:  $E\frac{1}{2}NE\frac{1}{4}$

Township 15 South, Range 36 East, Boise Meridian:

Section 7: Commencing at the Northwest Corner of Section 7; thence East 88 rods 5 feet; thence South 145 rods; thence West 88 rods 5 feet; thence North 145 rods to the place of beginning.

Parcel 2:

T-230 being in Section 12, Township 15 South, Range 35 East, Boise Meridian, and described as follows:

2 acres in a compact form located in the Northwest corner of the  $SW\frac{1}{4}NW\frac{1}{4}$  of said Section 12, heretofore conveyed to Gwenford Mill and Elevator Company by Deed recorded in Book 13, Page 256, records of Oneida County, Idaho.

ALSO, All that part of the  $NE\frac{1}{4}NE\frac{1}{4}$  of Section 11, Township 15 South, Range 35 East, Boise Meridian, lying South and East of the County Road running through said 40 acre tract. (T-3976)

TOGETHER WITH all and singular the tenements and appurtenances thereunto belonging or in anywise appertaining and including but not limited to:

All water and water rights and ditch rights used in connection therewith

All wells and artesian wells situated thereon

Irrigation Well located East of the headquarters under Permit Number 29963 issued by the State of Idaho, Department of Water Resources for an undivided one-half interest

Irrigation Well situated on the North end of the above premises under an agreement between Seller and other well users for an undivided one-fourth interest

Unnamed Springs under Claim No. 15-4007 issued by the State of Idaho, Department of Water Resources for approximately 3.2 c.f.s. from ditch South of Main home

Winter water permit #15-4007 issued by the State of Idaho, Department of Water Resources

Seller's interest, if any, in all oil, gas, mineral and geothermal rights

Microfilm No. 137128  
04 Day February 2005  
At 11:25 O'clock a M  
Diane S. Adams  
Oneida Co. Recorder  
Fee \$ 9.00 Deputy  
Recorded at Request of  
Scott's Land Title Co.

## CORRECTION WARRANTY DEED

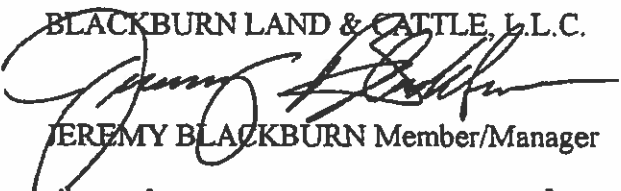
For value received, **BLACKBURN LAND & CATTLE, L.L.C.**, an Idaho Limited Liability Company, the Grantor, does hereby Grant, Bargain, Sell and Convey unto **PHEASANT BROOK, L.L.C.**, an Idaho Limited Liability Company, the Grantee, whose current address is 3125 South 4100 West, Malad City, ID, 83252, the following described premises in Oneida County, Idaho, to-wit:

**SEE SCHEDULE "A" ATTACHED HERETO**

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to its successors and assigns forever, and the said Grantor does hereby covenant to and with the said Grantee that it is the owner in fee simple of said premises; that they are free from all encumbrances and it will Warrant and Defend the same from all lawful claims.

Dated: January 25, 2005.

BLACKBURN LAND & CATTLE, L.L.C.

  
JEREMY BLACKBURN Member/Manager

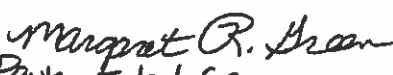
  
MAYAKO BLACKBURN, Member

STATE OF SOUTH CAROLINA  
COUNTY OF GEORGETOWN

ss

On this 25<sup>th</sup> day of January, 2005, before me, a Notary Public in and for said State, personally appeared JEREMY BLACKBURN, known to me to be the Member/Manager of Blackburn Land & Cattle, L.L.C., and MAYAKO BLACKBURN, known to be to be a Member of Blackburn Land & Cattle, L.L.C., the persons whose names are subscribed to the within instrument, and acknowledged to me that said Limited Liability Company executed the same

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

Notary Public   
Residing at: Pawleys Island, SC  
My Commission Expires 8/3/2008

**SCHEDULE "A"**  
**Deed to Pheasant Brook, L.L.C.**

**PARCEL 1:**

Township 15 South, Range 35 East, Boise Meridian:

Section 1: E $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ , Also,

W $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$ , EXCEPTING THEREFROM the following described tract of land:

Commencing at the Northwest corner of the E $\frac{1}{2}$ SW $\frac{1}{4}$  of Section 1, thence running East 467 feet; thence South 467 feet; thence West 467 feet; thence North 467 feet to the point of beginning.

Also,

Commencing at the Northwest corner of the E $\frac{1}{2}$ SW $\frac{1}{4}$  of Section 1, thence running East 467 feet; thence South 467 feet; thence West 467 feet; thence North 467 feet to the point of beginning. (T-5359)

**PARCEL 2:**

Township 15 South, Range 35 East, Boise Meridian:

Section 11: Commencing at the Northeast Corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 11, Township 15 South, Range 35 East, Boise Meridian: thence running West 29.2 rods; thence South 34°30' West 16 rods; thence North 73°00' West 16 rods; thence North 8.44 rods to 40-acre line; thence West 19.24 rods; thence South 160 rods; thence East 73 rods; thence North 160 rods to the point of beginning. (T-931). EXCEPTING THEREFROM the following described parcel of land:

Beginning at the Northeast Corner of said Section 11; thence North 89°14'20" West 1207.72 feet along the North line of said Section 11; thence South 1339.42 feet to a 5/8" rebar with cap labeled "A. A. HUDSON PLS 4735" set on a fence line, the True Point of Beginning; thence along a fence line through the following courses: North 88°35'59" East 248.00 feet to a 5/8" rebar with cap; South 84°08'49" East 48.42 feet to a 5/8" rebar with cap; thence South 31°03'13" East 138.58 feet to a 5/8" rebar with cap; thence South 61°07'36" East 103.78 feet to a 5/8" rebar with cap; thence South 66°56'40" East 71.61 feet to a 5/8" rebar with cap set on the Westerly right-of-way line of Samaria Road; thence South 38°13'33" West 526.88 feet along said right-of-way line to a 5/8" rebar with cap set on the Northerly right-of-way line of a County Road; thence North 87°23'03" West 170.55 feet along said right-of-way line to a 5/8" rebar with cap set at a fence line; thence North 12°09'57" West 129.12 feet along a fence line to a 5/8" rebar with cap; thence North 01°10'24" West 164.36 feet to a 5/8" rebar with cap set at a fence corner; thence North 00°28'53" East 311.34 feet to the True Point of Beginning.

ALSO,

Commencing at the Southwest Corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 12, Township 15 South, Range 35 East, Boise Meridian; thence running North 142 rods to a point in the center of the Big Malad River at a point 18 rods South of the Northwest Corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 12; thence following the meandering course of said river in a Southeasterly direction to a point 5 rods West of the Southeast Corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 12; thence West 155 rods to the point of beginning. (T-932).

PARCEL 3:

Township 15 South, Range 35 East, Boise Meridian:

Section 1:  $W\frac{1}{2}W\frac{1}{2}SW\frac{1}{4}$

Section 12:  $E\frac{1}{2}SE\frac{1}{4}$ ;  $S\frac{1}{2}NE\frac{1}{4}$ ;  $N\frac{1}{2}NW\frac{1}{4}$ ;  $NW\frac{1}{4}SE\frac{1}{4}$ ;  $N\frac{1}{2}NE\frac{1}{4}$ ; All that part of the  $S\frac{1}{2}NW\frac{1}{4}$  and the  $NE\frac{1}{4}SW\frac{1}{4}$  lying North and East of the Big Malad River as the same now flows (T-930); EXCEPTING THEREFROM 2 acres in a compact form located in the Northwest corner of the  $SW\frac{1}{4}NW\frac{1}{4}$  of said Section 12, heretofore conveyed to Gwenford Mill and Elevator Company by Deed recorded in Book 13, Page 256, records of Oneida County, Idaho.

Section 13:  $E\frac{1}{2}NE\frac{1}{4}$

Township 15 South, Range 36 East, Boise Meridian:

Section 7: Commencing at the Northwest Corner of Section 7; thence East 88 rods 5 feet; thence South 145 rods; thence West 88 rods 5 feet; thence North 145 rods to the place of beginning. (T-997)

PARCEL 4:

That property described as Assessor's Tax No. 230 being in Section 12, Township 15 South, Range 35 East, Boise Meridian, and described as follows:

2 acres in a compact form located in the Northwest corner of the  $SW\frac{1}{4}NW\frac{1}{4}$  of said Section 12, heretofore conveyed to Gwenford Mill and Elevator Company by Deed recorded in Book 13, Page 256, records of Oneida County, Idaho.

ALSO, All that part of the  $NE\frac{1}{4}NE\frac{1}{4}$  of Section 11, Township 15 South, Range 35 East, Boise Meridian, lying South and East of the County Road running through said 40 acre tract. (T-3976).

THIS WARRANTY DEED IS RECORDED TO CORRECT THE LEGAL DESCRIPTION IN THAT WARRANTY DEED BETWEEN THE ABOVE PARTIES DATED MAY 3, 2000, RECORDED MAY 26, 2000, AS INSTRUMENT NO. 129428

NTO-1842  
L. VICTOR RICHES  
10410 WEST LOYOLA DR.  
LOS ALTOS, CA 94024

Microfilm No. **141414**  
D. Day **August 2007**  
At **1:50** O'clock  
By **Natalie Murphy**  
Oneida Co. Recorder  
Fee \$ **9.00**  
Recorded at Request of **Nathaniel Co.**

## SPECIAL WARRANTY DEED

PHEASANT BROOK, L.L.C., AN IDAHO LIMITED LIABILITY COMPANY, Grantor(s) of MALAD CITY, County of ONEIDA, State of ID, hereby **CONVEY AND WARRANT** to PEOA RIVER VALLEY RANCH LAND, LLC, AND G. JEFFREY PICKETT, a married man as his sole and separate property, AND GREGORY PICKETT, a single man, AND KATHLEEN PICKETT, a married woman as her sole and separate property, AND ANGIE RICHES, a married woman as her sole and separate property, AND L. VICTOR RICHES, JR., a married man as his sole and separate property, AND KEVIN RICHES, a married man as his sole and separate property, AND KENNETH RICHES, a married man as his sole and separate property, AND JAMES PICKETT, a married man as his sole and separate property, AND CREATIVE CENTER OF LOS ALTOS, INC. Grantee(s) of LOS ALTOS, County of SANTA CLARA, State of CA for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Oneida County, State of Idaho:

SEE ATTACHED EXHIBIT "A"

TOGETHER WITH ALL GRANTORS IMPROVEMENTS AND WATER RIGHTS APPURTENANT TO THE PROPERTY

Subject to easements, restrictions and rights of way of record, and taxes for the year 2007 and thereafter.

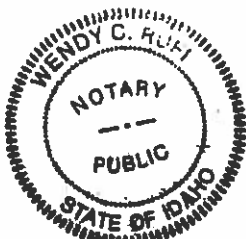
Witness, the hand(s) of said Grantor(s), this August 10, 2007.

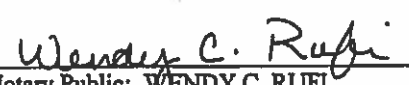
PHEASANT BROOK, L.L.C., AN IDAHO LIMITED LIABILITY COMPANY

  
By: **KIMBLE BLACKBURN**  
MANAGER

State of Idaho                     )  
County of Oneida                )

On August 10, 2007, personally appeared before me **KIMBLE BLACKBURN**, who, being by me duly sworn, did say that he is the Manager of **PHEASANT BROOK, L.L.C., AN IDAHO LIMITED LIABILITY COMPANY**, and that the said instrument was signed in behalf of said Limited Liability Company by the authority of its Articles of Organization and Operating Agreement, and the aforesaid individual acknowledged to me that said Company executed the same.



  
Notary Public: **WENDY C. RUFFI**  
Residing: MALAD CITY, ID  
Expires: 2/28/2011

## EXHIBIT "A"

## PARCEL 1

TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO:  
SECTION 1: THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER.

## ALSO

THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER.

## EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND:

COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 1, THENCE RUNNING EAST 467 FEET; THENCE SOUTH 467 FEET; THENCE WEST 467 FEET; THENCE NORTH 467 FEET TO THE POINT OF BEGINNING.

## ALSO

COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 1, THENCE RUNNING EAST 467 FEET; THENCE SOUTH 467 FEET; THENCE WEST 467 FEET; THENCE NORTH 467 FEET TO THE POINT OF BEGINNING. T-5359

## PARCEL 2

TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO:  
SECTION 11: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO: THENCE RUNNING WEST 29.2 RODS; THENCE SOUTH 34° 30' WEST 16 RODS; THENCE NORTH 73° 00' WEST 16 RODS; THENCE NORTH 8.44 RODS TO 40 ACRE LINE; THENCE WEST 19.24 RODS; THENCE SOUTH 160 RODS; THENCE EAST 73 RODS; THENCE NORTH 160 RODS TO THE POINT OF BEGINNING. T-931

## EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 11; THENCE NORTH 89° 14' 20" WEST 1207.72 FEET ALONG THE NORTH LINE OF SAID SECTION 11; THENCE SOUTH 1339.42 FEET TO A 5/8" REBAR WITH CAP LABELED "A.A. HUDSON PLS 4735" SET ON A FENCE LINE, THE TRUE POINT OF BEGINNING; THENCE ALONG A FENCE LINE THROUGH THE FOLLOWING COURSES" NORTH 88° 35' 59" EAST 248.00 FEET TO A 5/8" REBAR WITH CAP; SOUTH 84° 08' 49" EAST 48.42 FEET TO A 5/8" REBAR WITH CAP; THENCE SOUTH 31° 03' 13" EAST 138.58 FEET TO A 5/8" REBAR WITH CAP; THENCE SOUTH 61° 07' 36" EAST 103.78 FEET TO A 5/8" REBAR WITH CAP; THENCE SOUTH 66° 56' 40" EAST 71.61 FEET TO A 5/8" REBAR WITH CAP SET ON THE WESTERLY RIGHT OF WAY LINE OF SAMARIA ROAD; THENCE SOUTH 38° 13' 33" WEST 526.88 FEET ALONG SAID RIGHT OF WAY LINE TO A 5/8" REBAR WITH CAP SET ON THE NORTHERLY RIGHT OF WAY LINE OF A COUNTY ROAD; THENCE NORTH 87° 23' 03" WEST 170.55 FEET ALONG SAID RIGHT OF WAY LINE TO A 5/8" REBAR WITH CAP SET AT A FENCE LINE; THENCE NORTH 12° 09' 57" WEST 129.12 FEET ALONG A FENCE LINE TO A 5/8" REBAR WITH CAP; THENCE NORTH 01° 10' 24" WEST 164.36 FEET TO A 5/8" REBAR WITH CAP SET AT A FENCE CORNER; THENCE NORTH 00° 28' 53" EAST 311.34 FEET TO THE TRUE POINT OF BEGINNING.

## ALSO

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO: THENCE RUNNING NORTH 142 RODS TO A POINT IN THE CENTER OF THE BIG MALAD RIVER AT A POINT 18 RODS SOUTH OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE FOLLOWING THE MEANDERING COURSE OF SAID RIVER IN A SOUTHEASTERLY DIRECTION TO A POINT 5 RODS WEST OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12; THENCE WEST 155 RODS TO THE POINT OF BEGINNING. T-932

## PARCEL 3

TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO.  
SECTION 1: THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER.

SECTION 12: THE EAST HALF OF THE SOUTHEAST QUARTER, THE SOUTH HALF OF THE NORTHEAST QUARTER, THE NORTH HALF OF THE NORTHWEST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THE NORTH HALF OF THE NORTHEAST QUARTER. ALL THAT PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER LYING NORTH AND EAST OF THE BIG MALAD RIVER AS THE SAME NOW FLOWS. T-930

EXCEPTING THEREFROM 2 ACRES IN A COMPACT FORM LOCATED IN THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12, HERETOFORE CONVEYED TO GWENFORD MILL AND ELEVATOR COMPANY BY DEED RECORDED IN BOOK 13, PAGE 256, RECORDS OF ONEIDA COUNTY, IDAHO.

SECTION 13: THE EAST HALF OF THE NORTHEAST QUARTER.

TOWNSHIP 15 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO.  
SECTION 7: COMMENCING AT THE NORTHWEST CORNER OF SECTION 7; THENCE EAST 88 RODS 5 FEET; THENCE SOUTH 145 RODS; THENCE WEST 88 RODS 5 FEET; THENCE NORTH 145 RODS TO THE PLACE OF BEGINNING. T-997

PARCEL 4

THAT PROPERTY DESCRIBED AS ASSESSOR'S TAX NO. 230 BEING IN SECTION 12, TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO AND DESCRIBED AS FOLLOWS:

2 ACRES IN A COMPACT FORM LOCATED IN THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12, HERETOFORE CONVEYED TO GWENFORD MILL AND ELEVATOR COMPANY BY DEED RECORDED IN BOOK 13, PAGE 256, RECORDS OF ONEIDA COUNTY, IDAHO.

ALSO

ALL THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO, LYING SOUTH AND EAST OF THE COUNTY ROAD RUNNING THROUGH SAID 40 ACRE TRACT. T-3976

TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO.  
SECTION 1: THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER.

TRACT

H

(Dan Jones never held title)

**T-931 OF Section 11 Township 15 South Range 35 East**

**PARCEL # RP0268101**

|                                                                                                                                                                                                  |    |                                                                                                                                                                                                          |      |        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--------|
| John Jensen                                                                                                                                                                                      | to | David Davis                                                                                                                                                                                              | Deed | C-385  |
| David Davis                                                                                                                                                                                      | to | Owen T. Davis                                                                                                                                                                                            | Deed | 3042   |
| Owen T. Davis                                                                                                                                                                                    | to | Llewellyn Williams                                                                                                                                                                                       | Deed | 69703  |
| Llewellyn Williams                                                                                                                                                                               | to | Rex P. Waldron                                                                                                                                                                                           | Deed | 84305  |
| Marie C. Waldron                                                                                                                                                                                 | to | Rex . Waldron                                                                                                                                                                                            | Deed | 114751 |
| Rex P. Waldron, Donna M. Waldron                                                                                                                                                                 | to | Holgate Enterprises                                                                                                                                                                                      | Deed | 123949 |
| Holgate Enterprises                                                                                                                                                                              | to | Dee's Inc.                                                                                                                                                                                               | Deed | 125609 |
| Dee's Inc.                                                                                                                                                                                       | to | Alfred J. & Carolyn P. Morgan                                                                                                                                                                            | Deed | 133729 |
| Alfred J. & Carolyn P. Morgan                                                                                                                                                                    | to | Blackburn Land & Cattle                                                                                                                                                                                  | Deed | 135384 |
| Blackburn Cattle, LLC                                                                                                                                                                            | to | Pheasant Brook, LLC                                                                                                                                                                                      | Deed | 137128 |
| Pheasant Brook, LLC                                                                                                                                                                              | to | PEOA River Valley Ranch Land, G. Jeffrey Pickett, Gregory Pickett, Kathleen Pickett, Angie Riches, L. Victor Riches, Kevin Riches, Kenneth Riches, James Pickett, & Creative Center of Los Altos         | Deed | 141414 |
| PEOA River Valley Ranch Land, G. Jeffrey Pickett, Gregory Pickett, Kathleen Pickett, Angie Riches, L. Victor Riches, Kevin Riches, Kenneth Riches, James Pickett, & Creative Center of Los Altos | to | Lawrence V. Riches, Carolyn Riches, Kevin G. Riches, Melissa B. Riches Garth E. Pickett , Kathleen R. Pickett PEOA River Valley Ranch Land                                                               | Deed | 141796 |
| Lawrence V. Riches & Carolyn Riches                                                                                                                                                              | to | Triple R. Development, LLC (1.33%)                                                                                                                                                                       | Deed | 142042 |
| Lawrence V. Riches & Carolyn Riches                                                                                                                                                              | to | Triple R. Development, LLC (14.92%)                                                                                                                                                                      | Deed | 142103 |
| Lawrence V. Riches, Carolyn Riches, Triple R. Development, LLC, Kevin G. Riches, Melissa B. Riches, Garth E. Pickett, Kathleen R. Pickett PEOA River Valley Ranch Land, LLC                      | to | Lawrence Victor Riches, Carolyn Riches Kevin Riches, Melissa B. Riches, Kenneth Riches, Kathy Riches Angie Riches (Banks), Derek Banks, Kathleen Pickett, Garth Pickett, Heather MCCaully, Mark MCCaully | Deed | 142996 |

|                                        |    |                                                                                                                                                                                                            |      |        |
|----------------------------------------|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--------|
| Kevin Riches, Melissa B. Riches        | to | G. Jeffrey Pickett, Tracy Pickett<br>Gregory Pickett, Madeleine Pickett<br>James Pickett, Molly Pickett, Ted Helvey,<br>Michelle Helvey, Creative Center of Los Altos, Inc.,<br>Triple R. Development, LLC | Deed | 151106 |
|                                        |    | Kevin G. Riches, Melissa Bredt Riches<br>Trustees of the Kevin and Melissa<br>Riches Trust, 07-19-2001                                                                                                     |      |        |
| Lawrence Victor Riches, Carolyn Riches | to | Lawrence Victor Riches, Jr ,<br>and Carolyn C. Riches, Trustees of<br>the Riches Family Trust, 06-12-1998                                                                                                  | Deed | 151109 |

That we, John A Nelson as principal,  
and Fred Muffen and Alfred W. Stephens as sureties  
as held and firmly bound unto the County of Oneida State of Idaho  
in the following penal sum, to wit: The said principal in  
the penal sum of Three Hundred Two Dollars, and the said sureties  
in the following penal sum of to wit: Fred Muffen in the penal  
sum of Three Hundred & 700 Dollars Alfred W. Stephens in the  
penal sum of Three Hundred & 700 Dollars. For the payment of  
which, well and truly to be made, we bind ourselves, our heirs, executors  
and Administrators, jointly and severally, firmly by These presents, sealed  
with our Seals and dated the 12<sup>th</sup> Day of July 1904.

The condition of the above obligation is such, that whereas,  
the above-bound principal, John A Nelson was, on the 12  
day of July 1904 duly to the office of Road-overseer in and  
for County and State aforesaid. Now Therefore, if the said John  
A Nelson shall well and faithfully perform all official duties  
now Required of him by Law, and shall well and faithfully execute  
and perform all the duties of such office of Road-overseer required  
by Law to be enacted subsequently to the execution of this bond.  
Then This obligation is to be void and of no effect, otherwise to  
Remain in full force and effect.

John A Nelson Principal  
Fred Muffen (seal)  
A. W. Stephens (seal)

Signed, sealed and delivered in presence of

Wm. H. Davis  
Morris Davis

State of Idaho } ss.  
County of Oneida }

Fred Muffen and Alfred W. Stephens whose  
Names are subscribed as sureties to the foregoing bond, being  
severally duly sworn, each for him self, deposes and says:  
That he is a resident and free holder within said Oneida County  
and State of Idaho; That he is worth the amount for which he  
becomes surety on said Bond, over and above all debts and liabilities,  
in unincumbered property, situated within This state.  
Exclusive of property exempt from execution and forced  
sale,

Fred Muffen  
A. W. Stephens

over.



Subscribed and sworn to before me this 12<sup>th</sup> Day of  
July 1904

H. M. Daines  
Notary Public



State of Idaho } ss.  
County of Oneida }

I swear that I will support the Constitution  
of the United States and the Laws & Constitution of this State: that  
I will faithfully discharge the duties of the office of Roadhouse  
to the Best of my ability so help me God

John A Nelson

Subscribed and sworn to before me this 12 Day of July 1904

H. M. Daines  
Notary Public

My Commission Expires Dec 26 1905

By H. D. Williams

Notary

H. N. Richards  
Recorder

Inst. 72542

David P. Davis Administrator

David P. Davis.

This Indenture, Made the 19th day of August A.D. 1915 at Malad City, County of Blaine State of Idaho and between David P. Davis the duly appointed, deceased, the party of the first part, and David P. Davis of the County of Blaine State of Idaho the party of the second part, Testaments: That whereas, on the 15th day of April A.D. 1915 The Probate Court of the County of Blaine State of Idaho made an order of sale authorizing the said party of the first part to sell and convey all real estate belonging to said estate, which order is recorded at book "D" page 382 of the records of said court, and which said estate is situated in said County of Blaine State of Idaho and is described and particularly described in said order of sale, reference to which order is hereby made;

And Whereas, Under and by virtue of said order of sale said party of the first part, on the 19th day of June A.D. 1915 sold said real estate subject to confirmation by said Probate Court, to said party of the second part, for the sum of Thirteen hundred Dollars.

And Whereas, Said Court did, on the 8th day of July A.D. 1915 make an order confirming said sale and directing conveyance to be executed to the said party of the second part, which said order is of record at book page of the Records of the said Probate Court of said County, a certified copy of which order of confirmation was recorded in the office of the County Recorder of Blaine County, in said State, on the 10th day of July A.D. 1915 at which M., at book page of Records of miscellaneous and which said order of confirmation now on file and of Record in said Probate Court, and which record thereof in said Recorder's Office are hereby referred to,

Now Therefore, The said Administrator of the estate of said David P. Davis deceased, the party of the first part, pursuant to the order last aforesaid of the said Probate Court, for and in consideration of the sum of Thirteen hundred Dollars, gold coin of the United States, to him in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns forever, all the right, title and interest and estate of the said David P. Davis deceased, at the time of his death, and also all the right, title and interest that the said estate, by operation of law or otherwise, may have acquired other than or in addition to that of the said deceased at the time of his death, in and to all that certain real property

situated in said County of Beaver State of Idaho and particularly described as follows, to-wit: The N. E. 1/4 of E. 1/4 and the S. E. 1/4 of E. 1/4 section 11 in township 15 S. R. 35 E. T. 3 N. except that portion heretofore sold for mill site and to Levi Valdemar and four shares of the Capital Stock of the Sacrament water and irrigation Company.

To Have And To Hold all and singular the above mentioned and described premises, together with the appurtenances unto the said party of the second part, his heirs and assigns forever.

In Witness Whereof, the said party of the first part, with intent aforesaid, has hereunto set his hand and seal the day and year first above written.

D. J. Davis. (SEAL)  
Administrator of the Estate of  
David P. Davis deceased.

State of Idaho }  
County of Beaver } SS.

On the 19th day of August in the year one thousand nine hundred and five before me J. B. McDougall, a Notary Public and in the County of Beaver State of Idaho personally appeared David J. Davis known to me to be the person whose name is subscribed to the within instrument as administrator of the estate of David P. Davis deceased, and acknowledged to me that he as such administrator executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal at Malad City County of Beaver State of Idaho the day and year in this certificate first above written.



J. B. McDougall  
Notary Public

Recorded at the request of Emma P. Davis Aug. 24, 1905, at 4 o'clock P.M.

W. H. Richardson

C. H. H. H.

## DEED RECORD No. 27

Instrument No. 69703

## WARRANTY DEED

THIS INDENTURE, Made this 6th day of August, 1945, In the year of our Lord one thousand nine hundred and , between Owen T. Davis

of Samaria, Idaho, County of , State of  
the party of the first part, and Llewellyn Williams

of Samaria, Idaho, County of , State of  
the party of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of \$7000.00

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, has granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all of the following described real estate, situated in the County of Oneida, State of Idaho, to-wit:

Commencing at the Southwest corner of the Northwest quarter of the Southwest quarter of Section 12, Township 15 South, Range 55 East, Boise Meridian, thence running North 182 rods, to a point in the center of the Big Malad River, at a point 18 rods South of the Northwest corner of the Southwest quarter of the Northwest quarter of said Section 12, thence following the meandering course of said river in a southeasterly direction to a point 5 rods West of the Southeast corner of the Northeast quarter of the Southwest quarter of said Section 12, thence West 155 rods, to the point of beginning, containing 100 acres, also

the Northeast quarter of the Southeast quarter, and the Southeast quarter of the Northeast quarter of Section 11, Township 15 South, Range 55 East, Boise Meridian, less a tract sold to Levi Waldron 7 rods wide off the West side of said 80 acres, and less 2 acres sold for a mill site described as follows: (#)

Also 6 shares of the capital stock of the Samaria Water and Irrigation Co  
(#) Commencing at a point 29.90 rods West of the Northeast corner of the Southeast quarter of the Northeast quarter of said Section 11, thence running South 54° 56' West 16 rods, thence North 75° 00' West 15 rods, thence North 8.44 rods, thence East 24.56 rods to the point of beginning

\$7.70 Documentary attached and duly canceled.

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

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

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

Signed, Sealed and Delivered in the Presence of

Owen T. Davis (SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

STATE OF IDAHO, }  
COUNTY OF Oneida } ss.

## COMPARED

On this 6th day of August, in the year 1945, before me, T.E. Ray, a Notary Public in and for said State, personally appeared Owen T. Davis, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(Seal)

T.E. Ray  
Notary Public for the State of Idaho, residing at  
Malad, Idaho.

STATE OF IDAHO, }  
COUNTY OF Oneida } ss.

Filed for record this 7th day of March, A.D. 1949, at 2:45 o'clock P. M.

John H. McAllister By Cleon Williams  
Deputy

INSTRUMENT #84305

## WARRANTY DEED

THIS INDENTURE, Made this 19th day of March, in the year of our Lord one thousand nine hundred and 63, between LLEWELLYN WILLIAMS and MARY D. WILLIAMS, husband and wife of the first part, and REK P. WALDRON of the second part, of the County of Oneida, State of Idaho, of the County of Oneida, State of Idaho.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Twenty-four thousand-five hundred and no/100 DOLLARS, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all of the following described real estate, situated in the County of Oneida, State of Idaho, to-wit:

Commencing at a point 10 Rods South of the Northeast corner of the Northwest quarter of the Northwest quarter of Section 14, Township 15 South, Range 35 East, Boise Meridian; and running thence South 10 rods; thence West 80 rods; thence North 10 rods; thence East 60 rods, to the point of beginning; also

Commencing at a point 14.29 Chains South of the Northwest corner of the Southwest quarter of the Northwest quarter of Section 23, Township 15 South, Range 35 East, Boise Meridian; and running thence South 13.06 Chains; thence East 160 rods; thence North 6.33 Chains; thence West 2.50 Chains; thence North 5.12 Chains; thence West 1.30 Chains; thence North 1.32 Chains; thence West 36.20 Chains, to the point of beginning, containing 50.40 acres, more or less, and subject to a right of way 35 links wide, leading from the Street to the lands of Lewis M. Williams and Ruth Price, with central line thereof, described as follows, to-wit: beginning at a point 4.30 Chains West of the Northeast corner of the Southwest quarter of the Northwest quarter of Section 23, Township 15 South, Range 35 East, Boise Meridian; and running thence South 9.435 Chains; thence East 17.5 links; thence South 6.35 chains; thence East 1.125 chains; also

Commencing at the Northeast corner of the Southeast quarter of the Northeast quarter of Section 12, Township 15 South, Range 35 East, Boise Meridian, thence running West 29.2 rods, thence South 34° 30' West 16 rods, thence North 73° 00' West 16 rods, thence North 8.44 rods, to 40 acre line, thence West 19.24 rods, thence South 160 rods, thence East 73 rods, thence North 160 rods, to the point of beginning; also

Commencing at the Southwest corner of the Northwest quarter of the Southwest quarter of Section 12, Township 15 South, Range 35 East, Boise Meridian, thence running North 142 rods to a point in the center of the Big Malad River at a point 18 rods South of the Northwest corner of the Southwest quarter of the Northwest quarter of said Section 12; thence following the meandering course of said river in a South-easterly direction to a point 5 rods West of the Southeast corner of the Northeast quarter of the Southwest quarter of said Section 12, thence West 155 rods, to the point of beginning.

Together with 74 shares capital stock of the Samaria Water and Irrigation Co.

(\$26.95 Documentary Stamps attached and cancelled)

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

Signed, Sealed and Delivered in the Presence of

Llewellyn Williams (SEAL)

Mary D. Williams (SEAL)

(SEAL)

(SEAL)

STATE OF IDAHO,

COUNTY OF Oneida

On this 28th day of March, in the year 1963, before me, E. L. Scott, a Notary Public in and for said State, personally appeared Llewellyn Williams and Mary D. Williams

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

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

(SEAL)

E. L. Scott  
Notary Public for the State of Idaho, residing at  
Malad, Idaho.

STATE OF IDAHO, }  
COUNTY OF ONEIDA, }

Filed for record this 14th day of January, A.D. 1965, at 3:05 o'clock P.M.

Galen H. Swenson, Jr.  
Ex-Officio Recorder

By Melba Jensen  
Deputy

INDEXED

COMPILED

## QUITCLAIM DEED

THIS INDENTURE, Made this 9th day of December  
in the year of our Lord one thousand nine hundred and Eighty Eight between

MARIE C. WALDRON

of MALAD County of ONEIDA  
State of IDAHO, the party of the first part, and

REX P. WALDRON

of MALAD County of ONEIDA  
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 One Dollars and no/100 DOLLARS, lawful money of the United States of America, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents remise, release and forever QUITCLAIM, unto the said party of the second part, and to his heirs and assigns, all the certain lots, pieces or parcels of land, situate, lying and being in Malad, County of Oneida, State of Idaho, bounded and particularly described as follows, to-wit:

T-932 Sec 12 T 15 S R 35 EEM

100.0 Acres

Frac S1/2 NW1/4

Frac N1/2 SW1/4

All that part of the  
S1/2 NW1/4 & N1/2 SW1/4  
Sec 12 T 15 S R 35 EEM  
lying South & West of  
the Big Malad River.

T-931 Sec 11 T 15 S R 35 EEM

71.72 Acres

Frac NE1/4 SE1/4

Frac SE1/4 NE1/4

NE1/4 SE1/4, SE1/4  
NE1/4, Sec 11 T 15 S R  
35 EEM les about 2 acres  
sold for mill site and  
that portion deeded to  
Levi Waldron from said  
tract.

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.

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

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

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

*Ray B. Waldron* [Seal]  
*Marie C. Waldron* [Seal]  
[Seal]  
[Seal]

STATE OF ~~IDAHO~~ *UTAH* } ss.  
County of *CACHE*

On this *7th* day of *February* in the year 19 *89*, before me

in and for said State, personally appeared *Renée McMurdie* a Notary Public

known to me to be the person whose name 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.

*Renée McMurdie*  
Notary Public for the State of *Idaho* *UTAH*  
Residing at *Logan, Utah*, Idaho.

**14751**  
**QUITCLAIM DEED**  
*Marie C. Waldron*  
*Ray B. Waldron*  
-70-  
Dated *Dec. 9*, 19*89*  
STATE OF *IDAHO*, } ss.  
County of *Blaine*  
I hereby certify that this instrument was filed for record at request of *Ray B. Waldron*  
at *3 1/2* minutes past *0* o'clock *P.* M., this *7th* day of *February*, A.D. 19*89*  
in my office, and duly recorded in Book of *114751* at page *1*  
By *Joyce A. Bunch* Ex-Officio Recorder.  
Fees, \$*6.00*  
Mail to *Ray B. Waldron*  
*Logan, Utah 84301*  
*McMurdie*

123949  
12 February 1977  
11.25  
HOLGATE ENTERPRISES, INC.  
16  
Waldron & Donna M. Waldron

WARRANTY DEED

FOR VALUE RECEIVED, REX P. WALDRON and DONNA M. WALDRON, husband and wife, the Grantors, do by these presents GRANT, BARGAIN, SELL and CONVEY unto HOLGATE ENTERPRISES, INC., of 1832 East Floating Feather Road, Eagle, Idaho, 83616, real property situated in the County of Oneida, State of Idaho, to-wit:

Township 15 South, Range 35 East, Boise Meridian:

Section 11: Commencing at the Northeast Corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section; thence running West 29.2 rods; thence South 34°30' West 16 rods; thence North 73°00' West 16 rods; thence North 8.44 rods to 40-acre line; thence West 19.24 rods; thence South 160 rods; thence East 73 rods; thence North 160 rods to the point of beginning; EXCEPT an irregular tract containing approximately five acres in the Northwest Corner of said tract lying North and West of the two County Roads running through said tract, ALSO,

Section 12: Commencing at the Southwest Corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section; thence running North 142 rods to a point in the center of the Big Malad River at a point 18 rods South of the Northwest Corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of said Sec. 12; thence following the meandering course of said river in a Southeasterly direction to a point 5 rods West of the Southeast Corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of said Sec. 12; thence West 155 rods to the point of beginning.

TOGETHER WITH all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and including but not limited to all water and water rights and ditch rights used in connection therewith.

TO HAVE AND TO HOLD all and singular the said premises, together with the appurtenances unto the said Grantees and to 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

123949

encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

DATED: May 17, 1991.

Rex P. Waldron  
REX P. WALDRON  
Donna M. Waldron  
DONNA M. WALDRON

STATE OF IDAHO            )  
                              :        ss  
COUNTY OF ONEIDA        )

On this 17th day of May, 1991, personally appeared before me, the undersigned Notary Public in and for said State, REX P. WALDRON and DONNA M. WALDRON, 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 seal the day and year in this certificate written.



Rex P. Waldron  
Notary Public  
Residing at Malad, Idaho  
My Commission Expires: 5-6-1997

123949

245609

09 March 1998

12 12

WARRANTY DEED

HOLGATE ENTERPRISES, INC., an Idaho corporation, a Grantor, hereby grants, bargains, sells and conveys to DEE'S INC., a Utah corporation, as Grantee, whose current address is c/o Mike Olsen, 777 E. 2100 S. SLC, UT 84106 for value received, the following real property in Oneida County, Idaho, more particularly described on Exhibit A attached hereto and incorporated herein, TOGETHER WITH all gas, oil, mineral and geothermal rights; and TOGETHER WITH all water rights associated with the property, including but not limited to the D.H. Anderson Spring #15-04146; Irrigation Well licensee 33621/15-2072 water claim and notice of change of water right from Rex P. Waldron to Holgate Enterprises, Inc., dated May 15, 1991 for 2.40 cfs; Memorandum of agreement on BLM stock water line on the 1500 acre summer pasture dated November 24, 1945 and Agreement for Easement and Right of Water and Use of Water dated November 24, 1945; Proposed Notice of Use of Reserved Right of Way dated July 25, 1997 between Holgate Enterprises, Inc. and the BLM and proposed Memorandum of Understanding for use of water between BLM and D.H. Anderson Spring; Samaria Grazing Association proposed pipeline for better livestock water distribution as prepared by the BLM; 57.5 shares of Samaria Irrigation Co. Water; and Alldrige Big Canyon #154987 water interest to be determined.

TO HAVE AND TO HOLD the said property, together with their appurtenances, unto the Grantee and the Grantee's successors and assigns forever. Grantor hereby covenants to and with the Grantee that Grantor is the owner in fee simple of said property; that said property is free from all encumbrances except easements and restrictions of record or visible on the premises, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

The officer who signs this Deed hereby certifies this Deed and the transfer represented hereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto affixed by its duly authorized officer this 9th day of March, 1998.

HOLGATE ENTERPRISES, INC.

By G. Marlynn Holgate (p. 1)  
G. Marlynn Holgate, President

WARRANTY DEED - 1

125609

125602

STATE OF IDAHO )  
County of Oneida ) ss.

On this 9th day of March, 1998, before me, the undersigned, a notary public in and for said county and state, personally appeared G. MARLYNN HOLGATE, known or identified to me to be the President of HOLGATE ENTERPRISES, INC., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that said corporation 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 IDAHO  
Residing at Blaine, Idaho  
My Commission Expires 5-6-2003

125609

PARCEL 1:

EXHIBIT A

Township 15 South, Range 35 East, Boise Meridian:

Section 11: Commencing at the Northeast Corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section; thence running West 29.2 rods; thence South 34°30' West 16 rods; thence North 73°00' West 16 rods; thence North 8.44 rods to 40-acre line; thence West 19.24 rods; thence South 160 rods; thence East 73 rods; thence North 160 rods to the point of beginning;

EXCEPTING THEREFROM A parcel of land located in Section 11, Township 15 South, Range 35 East, Boise Meridian, Oneida County, Idaho, and further described as follows:

Beginning at the Northeast Corner of said Section 11; thence North 89°14'20" West 1207.72 feet along the North line of said Section 11; thence South 1339.42 feet to a 5/8" rebar with cap labelled "A. A. HUDSON, PLS 4735" set on a fence line, the True Point of Beginning; thence along a fence line through the following courses: North 88°35'59" East 248.00 feet to a 5/8" rebar with cap; South 84°08'49" East 48.42 feet to a 5/8" rebar with cap; thence South 31°03'13" East 138.58 feet to a 5/8" rebar with cap; thence South 61°07'36" East 103.78 feet to a 5/8" rebar with cap; thence South 66°56'40" East 71.61 feet to a 5/8" rebar with cap set on the Westerly right-of-way line of Samaria Road; thence South 38°13'33" West 526.88 feet along said right-of-way line to a 5/8" rebar with cap set on the Northerly right-of-way line of a County Road; thence North 87°23'03" West 170.55 feet along said right-of-way line to a 5/8" rebar with cap set at a fence line; thence North 12°09'57" West 129.12 feet along a fence line to a 5/8" rebar with cap; thence North 01°10'24" West 164.36 feet to a 5/8" rebar with cap set at a fence corner; thence North 00°28'53" East 311.34 feet to the True Point of Beginning.

Section 12: Commencing at the Southwest Corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section; thence running North 142 rods to a point in the center of the Big Malad River at a point 18 rods South of the Northwest Corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of said Sec. 12; thence following the meandering course of said river in a Southeasterly direction to a point 5 rods West of the Southeast Corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of said Sec. 12; thence West 155 rods to the point of beginning.

PARCEL 2:

Township 15 South, Range 35 East, Boise Meridian:

Section 20: SE $\frac{1}{4}$ SE $\frac{1}{4}$   
Section 21: SW $\frac{1}{4}$   
Section 28: ALL  
Section 29: NE $\frac{1}{4}$ NE $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; SW $\frac{1}{4}$   
Section 30: E $\frac{1}{2}$ SE $\frac{1}{4}$   
Section 32: NE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$

125609

PARCEL 3:

A PARCEL OF LAND LOCATED IN SECTIONS 23, 24 AND 25, TOWNSHIP 15 SOUTH, RANGE 35 EAST OF THE BOISE MERIDIAN AND DESCRIBED AS FOLLOWS:

Commencing at the Southwest Corner of the SE $\frac{1}{4}$  of Section 23, above Township and Range; thence North 2640 feet; thence East 6600 feet; thence South 1026 feet; thence North 74°39' West 472.84 feet; thence South 23°00' West 194.24 rods; thence West 708 feet; thence South 12°35' West 2742.5 feet to the South line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 25; thence West 968 feet; thence North 12°45' East 2742.5 feet to the Forty subdivision line; thence West 611 feet to the Southwest Corner of the NW $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 25; thence North 1320 feet to the Northwest Corner of Section 25; thence West 2640 feet to the place of beginning.

EXCEPTING THEREFROM THE FOLLOWING THREE TRACTS:

1. Commencing at the Southwest Corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 25, Township 15 South, Range 35 East, Boise Meridian; thence running North 12°45' East 1924.12 feet, thence South 68°26' East 947 feet; thence South 12°35' West 1566.2 feet; thence West 964.14 feet to point of beginning.

2. Commencing at the corner between Sections 23 and 25, Township 15 South, Range 35 East, Boise Meridian, thence running South 68°20'56" East 886.55 feet for the TRUE POINT OF BEGINNING; thence running South 63°21'10" East 208 feet; thence South 63°12'49" East 464.57 feet; thence South 64°06'21" East 320.47 feet; thence South 63°33'46" East 615.19 feet; thence South 23°00'00" West 214.17 feet; thence West 740.79 feet; thence South 12°38'26" West 1125.82 feet; thence North 68°26' West 947 feet; thence North 12°45'00" East 777.67 feet; thence North 15°09'25" East 303.06 feet; thence North 15°10'34" East 624.17 feet to the TRUE POINT OF BEGINNING.

3. Commencing at a point on the southern right-of-way boundary of Samaria Road (a county road) which intersects with the eastern boundary of Section 23, Township 15 South, Range 35 East, Boise Meridian (the Point of Beginning); thence running South along the eastern boundary of Sections 23 and 26 to the Quarter Corner of NE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 26; thence East 570 feet; thence North 07°23'55" East 97 feet; thence North 15°09'25" East 303.06 feet; thence North 15°10'34" East 624.17 feet; thence Northwesterly along the southern right-of-way boundary of Samaria Road to the Point of Beginning.

Township 15 South, Range 35 East, Boise Meridian:

Section 24: Beginning at the Northeast Corner of the SE $\frac{1}{4}$  of Section 24; thence West 80 rods; thence South 20 rods; thence East 80 rods; thence North 20 rods to the place of beginning.

Section 26: NW $\frac{1}{4}$ ; NE $\frac{1}{4}$   
END OF DESCRIPTION\*\*

125609

Accepted Alfred J. Morgan  
Carolyn P. Morgan

133729

31 day January 2003

At 2:40

Diane Skidmore  
County Clerk

**CORPORATION DEED**

Recorded at Request of

C. L. Pratt

FOR VALUE RECEIVED, DEE'S INC., a Utah Corporation, the Grantor, does hereby Grant, Bargain, Sell and Convey unto **ALFRED J. MORGAN and CAROLYN P. MORGAN**, husband and wife, the Grantees, whose current address is Bar F Ranch, HC63, Snowville, Utah 84336, the real property situated in the County of Oneida, State of Idaho, and fully described in the SCHEDULE "A" attached hereto and made a part hereof by reference.

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 it is the owner in fee simple of said premises, that they are free from all encumbrances and that it will Warrant and Defend the same from all lawful claims.

IN WITNESS WHEREOF, the Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its President and Secretary and its corporate seal to be affixed this 30th day of January, 2003.

DEE'S INC.

By Mike Olsen  
MIKE OLSEN President

(Corporate Seal)

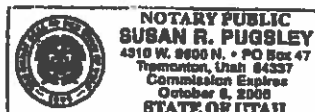
ATTEST:

Todd Olsen  
TODD OLSEN Secretary

STATE OF UTAH

COUNTY OF BOX ELDER, ss

On this 30th day of January, 2003, before me, the undersigned Notary Public in and for said State, personally appeared MIKE OLSEN and TODD OLSEN, known to me to be the President and Secretary of DEE'S INC., and acknowledged to me that to me that such corporation executed the same.



Susan R. Pugsley  
Notary Public  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

*am am*  
*co*

SCHEDULE "A"

The following parcels of land situated in the County of Oneida, State of Idaho, lying East of the Samaria County road and also including the irrigation well site situated in Section 11, Township 15 South, Range 35 East, Boise Meridian lying West of the County Road.

**PARCEL 1:**

Commencing at the Northeast Corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 11, Township 15 South, Range 35 East, Boise Meridian; thence running West 29.2 rods; thence South 34°30' West 16 rods; thence North 73°00' West 16 rods; thence North 8.44 rods to 40-acre line; thence West 19.24 rods; thence South 160 rods; thence East 73 rods; thence North 160 rods to the point of beginning. (T-931 & T-932). EXCEPTING THEREFROM the following described parcel of land:

Beginning at the Northeast Corner of said Section 11; thence North 89°14'20" West 1207.72 feet along the North line of said Section 11; thence South 1339.42 feet to a 5/8" rebar with cap labeled "A.A. HUDSON PLS 4735" set on a fence line, the True Point of Beginning; thence along a fence line through the following courses: North 88°35'59" East 248.00 feet to a 5/8" rebar with cap; South 84°08'49" East 48.42 feet to a 5/8" rebar with cap; thence South 31°03'13" East 138.58 feet to a 5/8" rebar with cap; thence South 61°07'36" East 103.78 feet to a 5/8" rebar with cap; thence South 66°56'40" East 71.61 feet to a 5/8" rebar with cap set on the Westerly right-of-way line of Samaria Road; thence South 38°13'33" West 526.88 feet along said right-of-way line to a 5/8" rebar with cap set on the Northerly right-of-way line of a County Road; thence North 87°23'03" West 170.55 feet along said right-of-way line to a 5/8" rebar with cap set at a fence line; thence North 12°09'57" West 129.12 feet along a fence line to a 5/8" rebar with cap; thence North 01°10'24" West 164.36 feet to a 5/8" rebar with cap set at a fence corner; thence North 00°28'53" East 311.34 feet to the True Point of Beginning.

**PARCEL 2:**

Commencing at the Southwest Corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 12, Township 15 South, Range 35 East, Boise Meridian; thence running North 142 rods to a point in the center of the Big Malad River at a point 18 rods South of the Northwest Corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 12; thence following the meandering course of said river in a Southeasterly direction to a point 5 rods West of the Southeast Corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 12; thence West 155 rods to the point of beginning.

**PARCEL 3:**

All that part of the following described tract of land lying North and East of the Samaria Road in Sections 23, 24, and 25, Township 15 South, Range 35 East, Boise Meridian, Oneida County, Idaho:

Commencing at the Southwest Corner of the SE $\frac{1}{4}$  of Section 23, above Township and Range; thence North 2640 feet; thence East 6600 feet; thence South 1026 feet; thence North 74°39' West 472.84 feet; thence South 23°00' West 194.24 rods; thence West 708 feet; thence South 12°35' West 2742.5 feet to the South line of the N $\frac{1}{2}$ SW $\frac{1}{4}$  of said Section 25; thence West 968 feet; thence North 12°45' East 2742.5 feet to the Forty subdivision line; thence West 611 feet to the Southwest Corner of the NW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 25; thence North 1320 feet to the Northwest Corner of Section 25; thence West 2640 feet to the place of beginning.

**PARCEL 4:**

Beginning at the Northeast Corner of the SE $\frac{1}{4}$  of Section 24, Township 15 South, Range 35 East, Boise Meridian; thence West 80 rods; thence South 20 rods; thence East 80 rods; thence North 20 rods to the place of beginning. T-1091

TOGETHER with Sellers interest in culinary, irrigation, and stock water rights appurtenant to or used in connection with said property, including, but not limited to Well Permit Nos. 33621, 15-2072, issued by the Department of Water Resources of the State of Idaho, and 57 shares of the common stock of the Samaria Water and Irrigation Co. Also to include Grantor's interest in all oil, gas, and mineral rights.

Microfilm No 135384  
18th Day November 2003  
At 3:20 o'clock P.  
Joan Williams  
Oneida Co. Recorder  
Fee \$ 6.00  
Recorded at Request of Blackburn Land & Cattle, L.L.C.

## WARRANTY DEED

For Value Received, **ALFRED J. MORGAN** and **CAROLYN P. MORGAN**, husband and wife, the Grantors, do hereby grant, bargain, sell and convey unto **BLACKBURN LAND & CATTLE, L. L. C.**, a Limited Liability Company of the State of Idaho, the Grantee, whose current address is P. O. Box 917, Pawleys Island, South Carolina, 29585, the real property situated in the County of Oneida, State of Idaho fully described in the SCHEDULE "A" attached hereto and made a part hereof by reference.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, it's successors 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 they are free from all encumbrances and that they will Warrant and Defend the same from all lawful claims.

Dated November 17, 2003

Alfred J. Morgan  
ALFRED J. MORGAN

Carolyn P. Morgan  
CAROLYN P. MORGAN

STATE OF IDAHO  
COUNTY OF ONEIDA,

ss

On this 17th day of November, 2003, before me, a Notary Public in and for said State, personally appeared **ALFRED J. MORGAN** and **CAROLYN P. MORGAN**, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.



Joan Williams  
Notary Public  
Residing at Malad City, Idaho  
My Commission Expires 5-6-2009

## SCHEDULE "A"

Real property situated in the County of Oneida, State of Idaho

PARCEL 1:

Township 15 South, Range 35 East, Boise Meridian:

Section 11: Commencing at the Northeast Corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 11, thence running West 29.2 rods; thence South 34°30' West 16 rods; thence North 73°00' West 16 rods; thence North 8.44 rods to 40-acre line; thence West 19.24 rods; thence South 160 rods; thence East 73 rods; thence North 160 rods to the point of beginning. (T-931). EXCEPTING THEREFROM the following described parcel of land:

Beginning at the Northeast Corner of said Section 11; thence North 89°14'20" West 1207.72 feet along the North line of said Section 11; thence South 1339.42 feet to a 5/8" rebar with cap labeled "A. A. HUDSON PLS 4735" set on a fence line, the True Point of Beginning; thence along a fence line through the following courses: North 88°35'59" East 248.00 feet to a 5/8" rebar with cap; South 84°08'49" East 48.42 feet to a 5/8" rebar with cap; thence South 31°03'13" East 138.58 feet to a 5/8" rebar with cap; thence South 61°07'36" East 103.78 feet to a 5/8" rebar with cap; thence South 66°56'40" East 71.61 feet to a 5/8" rebar with cap set on the Westerly right-of-way line of Samaria Road; thence South 38°13'33" West 526.88 feet along said right-of-way line to a 5/8" rebar with cap set on the Northerly right-of-way line of a County Road; thence North 87°23'03" West 170.55 feet along said right-of-way line to a 5/8" rebar with cap set at a fence line; thence North 12°09'57" West 129.12 feet along a fence line to a 5/8" rebar with cap; thence North 01°10'24" West 164.36 feet to a 5/8" rebar with cap set at a fence corner; thence North 00°28'53" East 311.34 feet to the True Point of Beginning.

PARCEL 2:

Commencing at the Southwest Corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 12, Township 15 South, Range 35 East, Boise Meridian; thence running North 142 rods to a point in the center of the Big Malad River at a point 18 rods South of the Northwest Corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 12; thence following the meandering course of said river in a Southeasterly direction to a point 5 rods West of the Southeast Corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 12; thence West 155 rods to the point of beginning. (T-932).

ALSO including the irrigation well and site situated in said Section 11 and the right to convey the waters from said well to the East thereof

ALSO, together with all Sellers' interest in water rights appurtenant to or used in connection with the property, and in particular well permit #33621 and water right #15-2072 with the Idaho Department of Water Resources.

TOGETHER WITH all Sellers' interest in all gas, oil, mineral and geothermal rights.

am  
cm

Microfilm No. 137128  
04 Day January 2005  
At 11:25 O'clock a M  
Diane Gudmund  
Oneida Co. Recorder  
Fee \$ 9.00 Deputy  
Recorded at Request of  
Scott Land Title Co.

## CORRECTION WARRANTY DEED

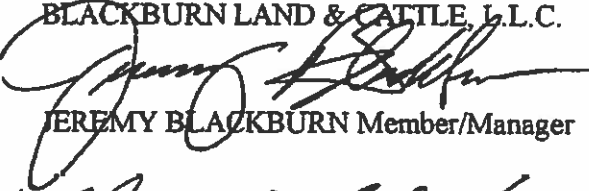
For value received, **BLACKBURN LAND & CATTLE, L.L.C.**, an Idaho Limited Liability Company, the Grantor, does hereby Grant, Bargain, Sell and Convey unto **PHEASANT BROOK, L.L.C., an Idaho Limited Liability Company**, the Grantee, whose current address is 3125 South 4100 West, Malad City, ID, 83252, the following described premises in Oneida County, Idaho, to-wit:

**SEE SCHEDULE "A" ATTACHED HERETO**

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to its successors and assigns forever, and the said Grantor does hereby covenant to and with the said Grantee that it is the owner in fee simple of said premises; that they are free from all encumbrances and it will Warrant and Defend the same from all lawful claims.

Dated: January 25, 2005.

BLACKBURN LAND & CATTLE, L.L.C.

  
JEREMY BLACKBURN Member/Manager

  
MAYAKO BLACKBURN, Member

STATE OF SOUTH CAROLINA  
COUNTY OF GEORGETOWN ss

On this 25<sup>th</sup> day of January, 2005, before me, a Notary Public in and for said State, personally appeared JEREMY BLACKBURN, known to me to be the Member/Manager of Blackburn Land & Cattle, L.L.C., and MAYAKO BLACKBURN, known to be to be a Member of Blackburn Land & Cattle, L.L.C., the persons whose names are subscribed to the within instrument, and acknowledged to me that said Limited Liability Company executed the same.

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

Notary Public Margaret R. Hearn  
Residing at: Pawleys Island, SC  
My Commission Expires: 8/31/2008

**SCHEDULE "A"**  
**Deed to Pheasant Brook, L.L.C.**

**PARCEL 1:**

Township 15 South, Range 35 East, Boise Meridian:

Section 1: E $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ , Also,

W $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$ , EXCEPTING THEREFROM the following described tract of land:

Commencing at the Northwest corner of the E $\frac{1}{2}$ SW $\frac{1}{4}$  of Section 1, thence running East 467 feet; thence South 467 feet; thence West 467 feet; thence North 467 feet to the point of beginning.

Also,

Commencing at the Northwest corner of the E $\frac{1}{2}$ SW $\frac{1}{4}$  of Section 1, thence running East 467 feet; thence South 467 feet; thence West 467 feet; thence North 467 feet to the point of beginning. (T-5359)

**PARCEL 2:**

Township 15 South, Range 35 East, Boise Meridian:

Section 11: Commencing at the Northeast Corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 11, Township 15 South, Range 35 East, Boise Meridian: thence running West 29.2 rods; thence South 34°30' West 16 rods; thence North 73°00' West 16 rods; thence North 8.44 rods to 40-acre line; thence West 19.24 rods; thence South 160 rods; thence East 73 rods; thence North 160 rods to the point of beginning. (T-931). EXCEPTING THEREFROM the following described parcel of land:

Beginning at the Northeast Corner of said Section 11; thence North 89°14'20" West 1207.72 feet along the North line of said Section 11; thence South 1339.42 feet to a 5/8" rebar with cap labeled "A. A. HUDSON PLS 4735" set on a fence line, the True Point of Beginning; thence along a fence line through the following courses: North 88°35'59" East 248.00 feet to a 5/8" rebar with cap; South 84°08'49" East 48.42 feet to a 5/8" rebar with cap; thence South 31°03'13" East 138.58 feet to a 5/8" rebar with cap; thence South 61°07'36" East 103.78 feet to a 5/8" rebar with cap; thence South 66°56'40" East 71.61 feet to a 5/8" rebar with cap set on the Westerly right-of-way line of Samaria Road; thence South 38°13'33" West 526.88 feet along said right-of-way line to a 5/8" rebar with cap set on the Northerly right-of-way line of a County Road; thence North 87°23'03" West 170.55 feet along said right-of-way line to a 5/8" rebar with cap set at a fence line; thence North 12°09'57" West 129.12 feet along a fence line to a 5/8" rebar with cap; thence North 01°10'24" West 164.36 feet to a 5/8" rebar with cap set at a fence corner; thence North 00°28'53" East 311.34 feet to the True Point of Beginning.

ALSO,

Commencing at the Southwest Corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 12, Township 15 South, Range 35 East, Boise Meridian; thence running North 142 rods to a point in the center of the Big Malad River at a point 18 rods South of the Northwest Corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 12; thence following the meandering course of said river in a Southeasterly direction to a point 5 rods West of the Southeast Corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 12; thence West 155 rods to the point of beginning. (T-932).

PARCEL 3:

Township 15 South, Range 35 East, Boise Meridian:

Section 1:  $W\frac{1}{2}W\frac{1}{2}SW\frac{1}{4}$

Section 12:  $E\frac{1}{2}SE\frac{1}{4}$ ;  $S\frac{1}{2}NE\frac{1}{4}$ ;  $N\frac{1}{2}NW\frac{1}{4}$ ;  $NW\frac{1}{4}SE\frac{1}{4}$ ;  $N\frac{1}{2}NE\frac{1}{4}$ ; All that part of the  $S\frac{1}{2}NW\frac{1}{4}$  and the  $NE\frac{1}{4}SW\frac{1}{4}$  lying North and East of the Big Malad River as the same now flows (T-930); EXCEPTING THEREFROM 2 acres in a compact form located in the Northwest corner of the  $SW\frac{1}{4}NW\frac{1}{4}$  of said Section 12, heretofore conveyed to Gwenford Mill and Elevator Company by Deed recorded in Book 13, Page 256, records of Oneida County, Idaho.

Section 13:  $E\frac{1}{2}NE\frac{1}{4}$

Township 15 South, Range 36 East, Boise Meridian:

Section 7: Commencing at the Northwest Corner of Section 7; thence East 88 rods 5 feet; thence South 145 rods; thence West 88 rods 5 feet; thence North 145 rods to the place of beginning. (T-997)

PARCEL 4:

That property described as Assessor's Tax No. 230 being in Section 12, Township 15 South, Range 35 East, Boise Meridian, and described as follows:

2 acres in a compact form located in the Northwest corner of the  $SW\frac{1}{4}NW\frac{1}{4}$  of said Section 12, heretofore conveyed to Gwenford Mill and Elevator Company by Deed recorded in Book 13, Page 256, records of Oneida County, Idaho.

ALSO, All that part of the  $NE\frac{1}{4}NE\frac{1}{4}$  of Section 11, Township 15 South, Range 35 East, Boise Meridian, lying South and East of the County Road running through said 40 acre tract. (T-3976).

THIS WARRANTY DEED IS RECORDED TO CORRECT THE LEGAL DESCRIPTION IN THAT WARRANTY DEED BETWEEN THE ABOVE PARTIES DATED MAY 3, 2000, RECORDED MAY 26, 2000, AS INSTRUMENT NO. 129428

NTO-1842  
L. VICTOR RICHES  
10410 WEST LOYOLA DR.  
LOS ALTOS, CA 94024

Microfilm No 141414  
Day August 2007  
Time 1:50  
By Natalie Murphy  
Onida Co. Records  
Fee \$ 9.00 Deputy  
Recorded at Request of Nathaniel Co.

## SPECIAL WARRANTY DEED

PHEASANT BROOK, L.L.C., AN IDAHO LIMITED LIABILITY COMPANY, Grantor(s) of MALAD CITY, County of ONEIDA, State of ID, hereby **CONVEY AND WARRANT** to PEOA RIVER VALLEY RANCH LAND, LLC, AND G. JEFFREY PICKETT, a married man as his sole and separate property, AND GREGORY PICKETT, a single man, AND KATHLEEN PICKETT, a married woman as her sole and separate property, AND ANGIE RICHES, a married woman as her sole and separate property, AND L. VICTOR RICHES, JR., a married man as his sole and separate property, AND KEVIN RICHES, a married man as his sole and separate property, AND KENNETH RICHES, a married man as his sole and separate property, AND JAMES PICKETT, a married man as his sole and separate property, AND CREATIVE CENTER OF LOS ALTOS, INC. Grantee(s) of LOS ALTOS, County of SANTA CLARA, State of CA for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Oneida County, State of Idaho:

SEE ATTACHED EXHIBIT "A"

TOGETHER WITH ALL GRANTORS IMPROVEMENTS AND WATER RIGHTS APPURTENANT TO THE PROPERTY

Subject to easements, restrictions and rights of way of record, and taxes for the year 2007 and thereafter.

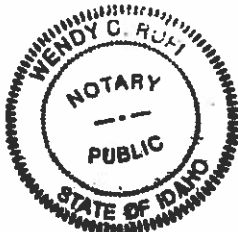
Witness, the hand(s) of said Grantor(s), this August 10, 2007.

PHEASANT BROOK, L.L.C., AN IDAHO LIMITED LIABILITY COMPANY

*Kimble Blackburn*  
By: KIMBLE BLACKBURN  
MANAGER

State of Idaho )  
County of Oneida )

On August 10, 2007, personally appeared before me KIMBLE BLACKBURN, who, being by me duly sworn, did say that he is the Manager of PHEASANT BROOK, L.L.C., AN IDAHO LIMITED LIABILITY COMPANY, and that the said instrument was signed in behalf of said Limited Liability Company by the authority of its Articles of Organization and Operating Agreement, and the aforesaid individual acknowledged to me that said Company executed the same.



*Wendy C. Ruff*  
Notary Public: WENDY C. RUFF  
Residing: MALAD CITY, ID  
Expires: 2/28/2011

## EXHIBIT "A"

## PARCEL 1

TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO:  
SECTION 1: THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER.

ALSO

THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND:

COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 1, THENCE RUNNING EAST 467 FEET; THENCE SOUTH 467 FEET; THENCE WEST 467 FEET; THENCE NORTH 467 FEET TO THE POINT OF BEGINNING.

ALSO

COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 1, THENCE RUNNING EAST 467 FEET; THENCE SOUTH 467 FEET; THENCE WEST 467 FEET; THENCE NORTH 467 FEET TO THE POINT OF BEGINNING. T-5359

## PARCEL 2

TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO:  
SECTION 11: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO: THENCE RUNNING WEST 29.2 RODS; THENCE SOUTH 34° 30' WEST 16 RODS; THENCE NORTH 73° 00' WEST 16 RODS; THENCE NORTH 8.44 RODS TO 40 ACRE LINE; THENCE WEST 19.24 RODS; THENCE SOUTH 160 RODS; THENCE EAST 73 RODS; THENCE NORTH 160 RODS TO THE POINT OF BEGINNING. T-931

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 11; THENCE NORTH 89° 14' 20" WEST 1207.72 FEET ALONG THE NORTH LINE OF SAID SECTION 11; THENCE SOUTH 1339.42 FEET TO A 5/8" REBAR WITH CAP LABELED "A.A. HUDSON PLS 4735" SET ON A FENCE LINE, THE TRUE POINT OF BEGINNING; THENCE ALONG A FENCE LINE THROUGH THE FOLLOWING COURSES" NORTH 88° 35' 59" EAST 248.00 FEET TO A 5/8" REBAR WITH CAP; SOUTH 84° 08' 49" EAST 48.42 FEET TO A 5/8" REBAR WITH CAP; THENCE SOUTH 31° 03' 13" EAST 138.58 FEET TO A 5/8" REBAR WITH CAP; THENCE SOUTH 61° 07' 36" EAST 103.78 FEET TO A 5/8" REBAR WITH CAP; THENCE SOUTH 66° 56' 40" EAST 71.61 FEET TO A 5/8" REBAR WITH CAP SET ON THE WESTERLY RIGHT OF WAY LINE OF SAMARIA ROAD; THENCE SOUTH 38° 13' 33" WEST 526.88 FEET ALONG SAID RIGHT OF WAY LINE TO A 5/8" REBAR WITH CAP SET ON THE NORTHERLY RIGHT OF WAY LINE OF A COUNTY ROAD; THENCE NORTH 87° 23' 03" WEST 170.55 FEET ALONG SAID RIGHT OF WAY LINE TO A 5/8" REBAR WITH CAP SET AT A FENCE LINE; THENCE NORTH 12° 09' 57" WEST 129.12 FEET ALONG A FENCE LINE TO A 5/8" REBAR WITH CAP; THENCE NORTH 01° 10' 24" WEST 164.36 FEET TO A 5/8" REBAR WITH CAP SET AT A FENCE CORNER; THENCE NORTH 00° 28' 53" EAST 311.34 FEET TO THE TRUE POINT OF BEGINNING.

ALSO

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO: THENCE RUNNING NORTH 142 RODS TO A POINT IN THE CENTER OF THE BIG MALAD RIVER AT A POINT 18 RODS SOUTH OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE FOLLOWING THE MEANDERING COURSE OF SAID RIVER IN A SOUTHEASTERLY DIRECTION TO A POINT 5 RODS WEST OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12; THENCE WEST 155 RODS TO THE POINT OF BEGINNING. T-932

## PARCEL 3

TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO.  
SECTION 1: THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER.

SECTION 12: THE EAST HALF OF THE SOUTHEAST QUARTER, THE SOUTH HALF OF THE NORTHEAST QUARTER, THE NORTH HALF OF THE NORTHWEST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THE NORTH HALF OF THE NORTHEAST QUARTER. ALL THAT PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER LYING NORTH AND EAST OF THE BIG MALAD RIVER AS THE SAME NOW FLOWS. T-930

EXCEPTING THEREFROM 2 ACRES IN A COMPACT FORM LOCATED IN THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12, HERETOFORE CONVEYED TO GWENFORD MILL AND ELEVATOR COMPANY BY DEED RECORDED IN BOOK 13, PAGE 256, RECORDS OF ONEIDA COUNTY, IDAHO.

SECTION 13: THE EAST HALF OF THE NORTHEAST QUARTER.

TOWNSHIP 15 SOUTH, RANGE 36 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO.

SECTION 7: COMMENCING AT THE NORTHWEST CORNER OF SECTION 7; THENCE EAST 88 RODS 5 FEET; THENCE SOUTH 145 RODS; THENCE WEST 88 RODS 5 FEET; THENCE NORTH 145 RODS TO THE PLACE OF BEGINNING. T-997

PARCEL 4

THAT PROPERTY DESCRIBED AS ASSESSOR'S TAX NO. 230 BEING IN SECTION 12, TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO AND DESCRIBED AS FOLLOWS:

2 ACRES IN A COMPACT FORM LOCATED IN THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12, HERETOFORE CONVEYED TO GWENFORD MILL AND ELEVATOR COMPANY BY DEED RECORDED IN BOOK 13, PAGE 256, RECORDS OF ONEIDA COUNTY, IDAHO.

ALSO

ALL THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO, LYING SOUTH AND EAST OF THE COUNTY ROAD RUNNING THROUGH SAID 40 ACRE TRACT. T-3976

TOWNSHIP 15 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO.

SECTION 1: THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER.