

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUN 29 2016

Notice of Change in Water Right Ownership

Department of Water Resources
Eastern Region

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

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
15-2040	Yes ☒	Yes ☐		Yes ☐	Yes ☐
15-2040 15-7427	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: J. P. Sorensen → Myron Sorensen
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): The Myron P. and Beulah R. Sorensen Trust
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 46 5392 Country Club Dr. Pocatello ID 83204
Mailing address City State ZIP
- Home: 208-478-6526 susanbaer15@gmail.com
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: _____
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.

SUPPORT DATA

IN FILE # 15-2040

8. Signature: Susan Baer Trustee June 28, 2016
Signature of new owner/claimant Title, if applicable Date

Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by JB Date 6/29/2016 Receipt No. E042228 Receipt Amt. \$100.-
Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
Name on W-9 _____ Approved by JB Processed by JB Date 11/17/2016

TRUST AGREEMENT

MYRON P. AND BEULAH R. SORENSEN TRUST

THIS TRUST AGREEMENT is made and entered into this 11th day of September, 1992, by and between Myron P. Sorensen and Beulah R. Sorensen, residents of Oneida County, State of Idaho, who, depending upon the context, are hereinafter sometimes referred to as "Trustors" and sometimes as "Trustees."

1. Trust Property.

1.1 Initial Trust Principal. As the initial principal of the trust created hereunder, the Trustors have transferred to the Trustees the sum of One Dollar, which shall be held by the Trustees in trust for the purpose of managing, investing and reinvesting the same and any additions thereto that may from time to time be made, subject to the terms, conditions, powers and agreements herein set forth. All property of the Trustors is community property. It is the Trustors' intention that all community property transferred to this trust and the proceeds thereof (hereafter referred to as "community estate") shall continue to retain its character as community property during the joint lifetimes of Trustors, subject, however, to all the terms and conditions of this instrument.

1.2 Additional Donations of Principal. The Trustors, and any other person or persons, shall have the privilege and right at any time to devise, bequeath, grant, convey, sell, give, or transfer additional real, personal or mixed property to the trust or trusts created hereunder, by inter vivos act or by a

will, or to designate the Trustees as beneficiary under insurance policies or employee benefit plans, and all such additional property and proceeds of policies and benefit plans shall be subject to the terms and conditions hereof. The Trustors anticipate that the wills of the Trustors will pour over certain assets of the Trustors' probate estates to this trust, and the Trustors intend that said assets shall constitute an integral part of this trust to be divided and distributed in accordance with the terms hereof.

2. **Income to Trustors.** During the lifetime of both Trustors, the Trustees shall pay to or apply for the benefit of both Trustors the entire net income of the trust in monthly or other frequent installments.

3. **Trustees' Power to Invade Principal for Benefit of Trustors.**

In addition to said net income payments from the trust, the Trustees shall pay to or apply for the benefit of the Trustors during the lifetime of both Trustors such part or all of the principal of the trust as the Trustees may from time to time deem necessary or advisable for Trustors' support and maintenance in health and reasonable comfort and in Trustors' accustomed manner of living and for payment of Trustors' medical, dental, hospital and nursing expenses, and expenses of invalidism. The Trustors intend that the Trustees be liberal in construing the provisions of this subsection and the Trustees' decision to invade principal for the foregoing purposes shall be conclusive upon all the parties and the Trustees shall be relieved and exonerated of all

liability in this respect so long as they act in good faith in making such a decision.

4. **Death of First Trustor to Die.** Upon the death of the first of the Trustors to die (hereinafter referred to as "predeceased spouse"), the Trustees shall divide the assets of the trust into two (2) separate trusts, designated "Trust A" and "Trust B" as follows:

(a) Trust A shall consist of the surviving Trustor's separate property and interest in the community estate and the predeceased spouse's separate property and interest in the community estate less an amount which will make the federal estate tax due on account of the predeceased spouse's death equal to the maximum credit available to offset federal estate taxes pursuant to Section 2010 of the Internal Revenue Code of 1954, as amended, or any successor provision of similar import. The assets of the predeceased spouse to be allocated to Trust A shall be selected in such manner as to have an aggregate fair market value with reference to their federal estate tax values which is fairly representative of the appreciation and depreciation in the value to the date or dates of distribution of all property in the predeceased spouse's estate thus available for distribution. The surviving Trustor shall have the power, with respect to any property in Trust A which may be unproductive or underproductive of income, to direct the Trustee to convert said property into income-producing property within a reasonable time.

(b) Trust B shall consist of the predeceased spouse's separate property and/or interest in the community estate up to an amount which will make the federal estate tax due on account of the predeceased spouse's death equal to the maximum credit available to offset federal estate taxes pursuant to Section 2010 of the Internal Revenue Code of 1954, as amended, or any successor provision of similar import. All estate and inheritance taxes payable by reason of the death of the predeceased spouse shall be paid from Trust B by the Trustee.

4.1 **Debts and Expenses.** The predeceased spouse's last illness and funeral expenses, attorneys' fees, and other probate and administration expenses and other obligations incurred for

the predeceased spouse's support to the extent paid from the assets of the trust shall be charged to Trust B.

4.2 Income and Principal. From and after the death of the predeceased spouse, the Trustees shall pay to the surviving Trustor, or apply for his or her benefit, monthly or in more frequent installments, the entire net income of Trust A. The net income of Trust B shall be accumulated and added from time to time to principal. If the Trustees deem the net income of Trust A to be insufficient, the Trustees shall from time to time also pay to or apply for the benefit of the surviving Trustor so much of the principal as the Trustees, in the Trustees' sole discretion, deem necessary for the surviving Trustor's support, care, maintenance and health, after taking into consideration, to the extent the Trustees deem advisable, any other resources available to the surviving Trustor. All principal payments shall first be made from Trust A until it is entirely exhausted and thereafter from Trust B.

The surviving Trustor shall have a special power to appoint at any time, and from time to time during the surviving trustor's lifetime, any part or all of the principal or undistributed income of Trust B to or for the benefit of any or all of the Trustors' children and more remote descendants. Such power shall be exercised by delivering to the Trustees a writing, duly executed and acknowledged.

The surviving Trustor shall have the unqualified power to appoint at any time and from time to time during the surviving

Trustor's lifetime, by an instrument in writing, or at death by will, any part or all of the principal and undistributed income of Trust A to the surviving Trustor, the surviving Trustor's estate, or to any other person or persons, in such amounts and proportions as the surviving Trustor may select in the surviving Trustor's absolute discretion.

4.3 Death of Surviving Trustor. Upon the death of the surviving Trustor, the Trustees may, in the Trustees' sole discretion, pay from Trust A (or if Trust A shall have been entirely exhausted, from Trust B) the surviving Trustor's last illness and funeral expenses, attorneys' fees, other probate and administration expenses, other obligations incurred for the surviving Trustor's support, and any estate and inheritance taxes, including interest and penalties resulting from the death of the surviving Trustor. The Trustees shall distribute and deliver the balance of the principal and undistributed income of both Trust A and Trust B in equal shares as follows:

ONE SHARE to each then living child of Trustors, and

ONE SHARE to the then living descendants by right of representation of each child of Trustors then deceased.

Provided, however, that before the Trustees make the distribution provided for above, the Trustees shall first form an Idaho Limited Liability Company (if it was not already formed by Trustors' previously) and transfer to it all of the assets of the Trust, except for tangible personal property and any other assets which the Trustees determine in their sole discretion would be

inconvenient to manage in said Limited Liability Company. If the Trustees determine in their absolute discretion that an Idaho Limited Partnership is a more effective vehicle to manage said assets, then the Trustee shall first form an Idaho Limited Partnership and transfer said asset to it before making the equal division set forth above. Distribution shall be in the form of percentage interests in said Idaho Limited Liability Company or Limited Partnership. Sheila D. Sorensen shall be the manager or general partner of such entity with J. Scott Sorensen as the successor.

(a) If, at the time of distribution provided for above, any beneficiary hereof is under age 30, each such beneficiary's share shall be held, invested and managed by the Trustees in a separate trust for the benefit of its respective beneficiary, and the Trustees shall use and disburse so much or all of the income and principal thereof as is necessary or desirable for the care, comfort, support and/or education of the beneficiary. When he or she attains such age or the date 21 years after the death of the survivor of the Trustors' descendants who were living at the death of the first of the Trustors to die, whichever date first occurs, the remainder of his or her trust estate shall be distributed to him or her free and discharged from all trusts. Should the beneficiary die prior to attaining such age, the then remaining balance of his or her trust estate shall be distributed and delivered to the descendants of such beneficiary upon the principle of representation.

(b) If all of the Trustors' descendants should die prior to the final distribution of the principal and undistributed income provided for above, and if all or any portion of the principal and undistributed income of such trusts should not be disposed of under the provisions hereinabove set forth, then upon the death of all of the Trustors' descendants, all of the principal and undistributed income not so disposed of shall be divided into two equal shares with one share distributed and delivered equally to the siblings and their descendants by right of representation of the first Trustor to die, and one share equally to the siblings and their descendants by right of representation of the surviving Trustor.

5. Powers of Trustees. Subject to the other provisions of this trust, the Trustees are vested, without application to any court, with all those powers enumerated in the Idaho Uniform Probate Code, as the same may from time to time be amended, and any inherent, implied or statutory powers not inconsistent with the other provisions of this trust. In addition, the Trustees are given the specific powers set forth below:

(a) The power and right to commingle, for investment and management purposes, the property of more than one trust.

(b) The power and right to sell or encumber assets, or to loan money to the Personal Representative, his spouse, or any corporation or trust in which he has a substantial beneficial interest, or to enter into any transaction which is affected by a substantial conflict of interest on the part of the Trustee. Any such sale, encumbrance or transaction is hereby authorized.

(c) The Trustees may invest the trust estate in any property, real, personal or mixed, in which any individual may invest his own funds. In making investments, the Trustees shall exercise the judgment and care which men of prudence, discretion and intelligence exercise, not in regard to speculation, but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital.

(d) Except as otherwise specifically provided, the Trustees may effect any distribution or division of properties or income, either in kind or in money or partly in kind and partly in money, and may distribute undivided interest in property, prorata or non-prorata as to specific property, and, for such purposes, the judgment of the Trustees concerning the propriety thereof and relative values for purposes of division or distribution shall, to the extent not contrary to law, be binding and conclusive.

(e) If any trust hereunder, in the absolute discretion of the Trustees, becomes sufficiently small in value that the administration thereof is no longer economically desirable, or the cost thereof is disproportionate to the value of the assets, or the continuation thereof is no longer in the best interest of the beneficiary or beneficiaries, the Trustees may terminate such trust. Upon

such termination, the Trustees shall distribute the principal and undistributed income of such trust to or for the benefit of the living beneficiaries upon the principle of representation.

6. **Powers to Amend and Revoke.** During the lifetime of both Trustors, this trust may be revoked in whole or in part by either Trustor by delivering written notice, signed by the Trustor, to the other Trustor and to the Trustees. In the event of a revocation, the entire community estate or the revoked portion shall revert to both Trustors as their community property. This trust may not be amended during the lifetime of both Trustors without the written agreement of both Trustors. From and after the death of the first Trustor to die, this trust shall become irrevocable.

7. **Spendthrift Clause.** No beneficiary of any trust created herein shall have power to pledge, assign, mortgage, encumber, sell, in any way transfer, or anticipate in any way, any interest in the principal or income of such trust, nor shall the interest of any beneficiary be liable or subject in any way for the debts, obligations or torts of such beneficiary; provided, however, that this restriction shall not apply to or in any way limit the exercise of powers of appointment contained herein.

8. **Perpetuities.** Notwithstanding anything herein contained to the contrary, no trust created hereunder shall continue beyond twenty-one (21) years after the death of the last survivor of the first Trustor to die and the children and other descendants of the Trustors who are in being on the date of death

of the first Trustor to die, or the date when this Agreement becomes irrevocable, whichever is first to occur. Upon the termination of a trust as a result of the operation of this Section, the property in such trust shall immediately vest in and be distributed to the living beneficiaries upon the principle of representation.

9. **Life Insurance Policies.** With respect to any policies of life insurance under which the Trustees are designated as beneficiary, the Trustees shall deal with such policies as required by the following trust provisions, in addition to the general trust provisions herein set forth:

(a) The Trustees shall be under no obligation to pay the premiums which may become due and payable under the provisions of any policy or policies of insurance, or to make certain that such premiums are paid by the Trustors, or others, or to notify any persons of the nonpayment of such premiums. The Trustees shall be under no responsibility or liability of any kind in the event such premiums are not paid.

(b) Upon the death of the insured under such policy or policies, the Trustees shall collect all proceeds due thereon and the Trustees shall take whatever action may be reasonably necessary to collect said proceeds, including the maintenance or defense of any action or suit; provided, however, the Trustees shall be under no duty to maintain or enter into any litigation unless expenses, including counsel fees and costs, have been advanced or guaranteed in any amount and in a manner reasonably satisfactory to the Trustees. The Trustees may be reimbursed from the trust to which said proceeds are payable for any such fees and costs expended in reasonable attempts to collect said proceeds.

10. **Accounting by Trustees.** If requested in writing, the Trustees shall furnish each beneficiary having income paid or distributed to his benefit, annually, a statement showing the condition of the trust assets and the character and amounts of

the assets and liabilities, and the receipts, expenses and disbursements since the previous such statement. Each statement thus rendered to a beneficiary shall be deemed to be accepted by the beneficiary unless, within a reasonable period after the rendering of such accounting, such beneficiary notifies the Trustees in writing of objections setting forth with reasonable particularity such objections and the basis therefor.

11. **Successor Trustee.** During the lifetime of both Trustors, the Trustors shall have the power to remove the Trustees named herein by delivering to the Trustees written notice signed by both Trustors to that effect and appointing a successor Trustee. The Trustees or any successor Trustee may resign by giving thirty (30) days notice to the Trustors or the adult beneficiaries and the parents or guardians of minor beneficiaries of the trusts then being administered by the Trustees at the respective addresses of said beneficiaries as reflected by the records of the Trustees. In the event either of the Trustees appointed herein fails to serve for any reason at any time, then the remaining Trustee shall serve as sole Trustee. In the event both of them fail to serve for any reason at any time, then Sheila D. Sorensen, Trustor's daughter, shall serve as Trustee, and if she fails to serve for any reason at any time, then J. Scott Sorensen, Trustor's son, shall serve as Trustee.

12. **Compensation of Trustees.** During the lifetime of either of the Trustors, the Trustees shall receive such compensation as is agreed upon between the Trustor and the

Trustees. After the death of both Trustors, the Trustees shall receive reasonable compensation for services rendered hereunder consistent with compensation being paid for services rendered under similar circumstances by other trustees.

13. **Definitions and Presumptions.** The terms "child," "children," and "descendants," as used herein, include natural born and legally adopted child, children and descendants, whether born before or after the date hereof. The term "descendants" shall include all lineal issue of each generation. Words of any gender shall be deemed to include the other gender, and a reference to the singular shall include the plural and vice versa, unless the context indicates that such a reading would be inappropriate.

14. **Rights of Trustees.** Until the Trustees shall receive written notice of any birth, marriage, death or other event upon which the right to payment from any trust created hereunder may depend, the Trustees shall incur no liability to persons whose interests may have been affected by such event or events for disbursements made in good faith.

15. **Severability of Invalid Provisions.** In the event any clause, provision or provisions of this Agreement and the trusts created hereunder proves to be or is adjudged invalid or void for any reason, then such invalid or void clause, provision or provisions shall not affect the whole of this Agreement, but the balance of the provisions hereof shall remain operative and shall be carried into effect as far as legally possible. It is the

intent of the Trustors that the interests created by this Agreement be vested rather than contingent.

16. Survivorship. For all purposes of this Agreement, a person shall be deemed to have survived another only if such survivorship is for at least six (6) months. Provided, however, the preceding sentence shall not apply in any case where its application would cause any otherwise valid provision of this trust to be void because of the rule against perpetuities, the rule limiting suspension of the power of alienation, the rule against accumulations, or any similar rule.

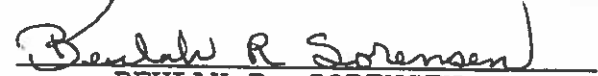
IN WITNESS WHEREOF, the parties have executed this Agreement.

TRUSTORS:


MYRON P. SORENSEN

BEULAH R. SORENSEN

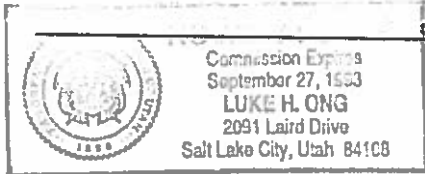
TRUSTEES:


MYRON P. SORENSEN

BEULAH R. SORENSEN

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

Subscribed, sworn to and acknowledged before me by the
trustors named herein on this 11 day of September,
1992.

My Commission Expires:



Luke H. Ong
NOTARY PUBLIC
Residing at Salt Lake City, Utah

COPY

**AMENDMENT TO THE
MYRON P. AND BEULAH R. SORENSEN TRUST**

THIS AMENDMENT TO TRUST, made and dated this 4th day of August, 2008, by MYRON P. SORENSEN and BEULAH R. SORENSEN, as Trustors of the MYRON P. AND BEULAH R. SORENSEN TRUST, (hereinafter referred to as "Trustor" or "Trustors"), with consent of MYRON P. SORENSEN and BEULAH R. SORENSEN, as Trustees of the MYRON P. AND BEULAH R. SORENSEN TRUST, (hereinafter referred to as "Trustee" or "Trustees").

WITNESSETH:

WHEREAS, by agreement with the Trustees dated September 11, 1992, (hereinafter referred to as the "Agreement" or "Trust Agreement"), Trustors created and placed in effect the MYRON P. AND BEULAH R. SORENSEN TRUST AGREEMENT; and

WHEREAS, Trustors desire to amend the Trust Agreement dated September 11, 1992, and the Trustees are willing to accept such amendment; and

WHEREAS, Article VI of the Trust Agreement authorizes such an amendment;

NOW THEREFORE, Trustors and Trustees agree as follows:

Article XI of the Trust Agreement is hereby amended to read in its entirety as follows:

"11. **Successor Trustee.** During the lifetime of both Trustors, the Trustors shall have the power to remove the Trustees named herein by delivering to the Trustees written notice signed by both Trustors to that effect and appointing a successor Trustee. The Trustees or any successor Trustee may resign by giving thirty (30) days notice to the Trustors or the adult beneficiaries and the parents or guardians of minor beneficiaries of the trusts then being

administered by the Trustees at the respective addresses of said beneficiaries as reflected by the records of the Trustees. In the event either of the Trustees appointed herein fails to serve for any reason at any time, then the remaining Trustee shall serve as sole Trustee. In the event both of them fail to serve for any reason at any time, then Susan S. Baer, Trustors' daughter, shall serve as Trustee, and if she fails to serve for any reason at any time, then J. Scott Sorensen, Trustors' son, shall serve as Trustee."

In all other respects, the Trust Agreement is confirmed and shall not be changed or affected except as above set forth.

IN WITNESS WHEREOF, the parties hereto have executed and acknowledged this Amendment to Trust the day and year first above written.

TRUSTORS:

TRUSTEES:


MYRON P. SORENSEN


MYRON P. SORENSEN


BEULAH R. SORENSEN


BEULAH R. SORENSEN

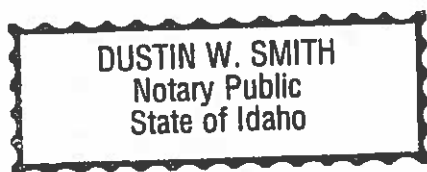
STATE OF IDAHO)

)ss.

COUNTY OF ONEIDA)

On this 4th day of August, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared MYRON P. SORENSEN, 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.



Dustin W. Smith

Notary Public for Idaho

Residing at: Malad, Id.

My Commission Expires: 4/2011

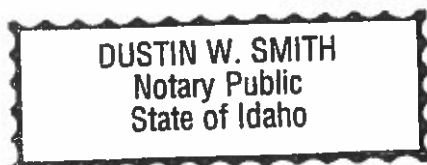
STATE OF IDAHO)

)ss.

COUNTY OF ONEIDA)

On this 4th day of August, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared BEULAH R. SORENSEN, 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.



Dustin W. Smith

Notary Public for Idaho

Residing at: Malad, Id.

My Commission Expires: 4/2011

DEED

FOR VALUE RECEIVED, J. N. IRELAND & COMPANY, BANKERS, a corporation, known as, under the Rachel P. Sorenson Trust, a corporation duly organized and existing under the laws of the State of Idaho, grantor, does hereby Grant, Bargain, Sell and Convey unto

MYRON P. SORENSON

grantee, the following described real estate, to-wit:

Beginning at a point 50 feet West of the Southwest Corner of the Southeast quarter of Section 28, Township 14 South, Range 36 East, Boise Meridian, in Idaho, and running thence North 1°30' West 732 feet, thence East 239 feet, thence North 12°30' East 910 feet, thence North 2°45' East 1147 feet, thence East 897 feet, thence North 578.92 feet, thence North 53°38' West 593.25 feet, thence North 25°10' West 177 feet, thence North 25°21' West 185 feet, to center of County Road, thence South 32°50' West 45 feet, thence South 55°10' West 745.5 feet, thence South 825 feet to center of Section 28, thence South 56°00' West 703.5 feet, thence South 22°4 feet, thence East 478 feet to the point of beginning, containing 67.25 acres, more or less, subject to a private right of roadway two rods wide along the East and Northeast sides of said land.

Also, Commencing at center of Section 28, Township 14 South, Range 36 East, Boise Meridian, thence running North 765.4 feet, thence South 18°00' East 263 feet, thence South 1°40' East 815 feet, thence North 60°00' East 250 feet, thence North 44.2 feet, thence East 9.2 feet to the place of beginning.

Also, 24 shares of the Capital Stock of Southside Water Company.

TO HAVE AND TO HOLD The said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever.

IN WITNESS WHEREOF, The Grantor, pursuant to a resolution of its Board of Directors has caused its corporation seal to be hereto subscribed by its President and its corporate seal to be affixed by its Secretary this 5th day of February, 1969

J. N. IRELAND & COMPANY, BANKERS

By *William G. Jenkins*
PRESIDENT.

ATTEST:

Myron P. Sorenson
SECRETARY.

STATE OF IDAHO,)
County of Oneida

On this 14th day of May, 1969, before me, a Notary public in and for said State, personally appeared William G. Jenkins and Roland T. Evans, known to me to be the President and Secretary of the corporation that caused this instrument to be executed, and who acknowledged the execution of said instrument on behalf of said corporation, and who intended to ratify that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 14th day of May, 1969.

Myron P. Sorenson
Notary Public for the State of Idaho.

Residence: Moscow, Idaho.

1194236

RECORDED BY THE REGISTAR OF THE COUNTY OF ONEIDA, IDAHO

DEED

FOR VALUE RECEIVED, J. N. IRELAND & COMPANY, BANKERS, a corporation, TRUSTEES, under the Rachel P. Sorenson Trust, a corporation duly organized and existing under the laws of the State of Idaho, grantor, do hereby Grant, Bargain, Sell and Convey unto

MYRON P. SORENSEN

grantee, the following described real estate, to-wit:

Beginning at a point 50 feet West of the Southwest Corner of the Southeast quarter of Section 28, Township 14 South, Range 36 East, Boise Meridian, in Idaho, and running thence North 1°30' West 712 feet, thence East 239 feet, thence North 12°30' East 910 feet, thence North 2°45' East 1147 feet, thence East 897 feet, thence North 578.92 feet, thence North 53°30' West 593.25 feet, thence North 25°15' West 177 feet, thence North 25°21' West 185 feet, to center of County Road, thence South 32°00' West 45 feet, thence South 55°00' West 745.5 feet, thence South 625 feet to center of Section 28, thence South 36°00' East 703.5 feet, thence South 22°41' East, thence East 478 feet to the point of beginning, containing 67.25 acres, more or less, subject to a private right of roadway two rods wide along the East and Northeast sides of said land.

Also, Commencing at center of Section 28, Township 14 South, Range 36 East, Boise Meridian; thence running North 765.4 feet, thence South 16°00' East 263 feet, thence South 1°40' East 815 feet, thence North 60°00' East 250 feet, thence North 44.2 feet, thence East 9.2 feet to the place of beginning.

Also, 24 shares of the Capital Stock of Southside Water Company.

TO HAVE AND TO HOLD The said premises, with their appurtenances, unto the said Grantee, his heirs and assigns forever.

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J. N. IRELAND & COMPANY, BANKERS

By *William S. Jenkins*
PRESIDENT.

ATTEST:

William S. Jenkins
SECRETARY.

STATE OF IDAHO,

County of Oneida

On this 14th day of May, 1969, before me, a Notary public in and for said State, personally appeared William S. Jenkins and Roland T. Evans, known to me to be the President and Secretary of the corporation that caused this instrument to be executed, and who acknowledged the execution of this instrument on behalf of said corporation, and who declared to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 14th day of May, 1969.

William S. Jenkins
Notary Public for the State of Idaho
Residing at Boise, Idaho

894236

10-1-69 to the POLAROID FILE CO

Return document and mail tax notice to:

Myron P. and Beulah R. Sorensen, Trustees
49 W. Highway 38
Malad, ID 83252

1330739
21 Sept 1992
At 1:40 o'clock P.M.
Signed by *Myron P. Sorensen*
Clerk of the Board
For \$ 9.00
Recorded at Malad, ID
Signed by *Lucas A. Long*

QUIT-CLAIM DEED

Myron P. Sorensen and Beulah R. Sorensen, grantors, of Oneida County, State of Idaho, hereby QUIT-CLAIM to Myron P. Sorensen and Beulah R. Sorensen, as Trustees of the Myron P. and Beulah R. Sorensen Trust, or any successors in trust, grantee, of Oneida County, 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:

Parcel 1 (Home): Commencing at a point 825 feet North and 200 feet North 59°00' East from the center of Section 28, Township 14 South, Range 36 East, Boise Meridian; thence running South 31°00' East 190 feet, thence North 59°00' East 180 feet, thence North 31°00' West 190 feet, thence South 59°00' West 130 feet to the point of beginning.

Parcel 2 (Dry Farm and Range): Lots 1, 2, 3, 4, 7, 8, and 10, of Section 3, and Lots 1 and 2, of Section 4, Township 13 South, Range 33 East, Boise Meridian, containing 252 acres;

Also the South half of Section 34, all of Section 33, the West half of Section 28, the North half, the Southeast quarter, and the East half of the Southwest quarter of Section 29, Township 12 South, Range 33, East of the Boise Meridian, containing 1840 acres.

Parcel 3 (Feed Lot): Beginning 1485 feet N of the SW corner of the SE 1/4 of Section 22, Township 14 South, Range 36 E.B.M., thence running S 87°10' W 400 feet, N 100 feet, N 87°10' East 400 feet, thence S 100 feet to point of beginning. Except 17/100 acres for Highway;

Also Commencing at a point 3.90 chains S of center of Sec. 22, Township 14 South, Range 36 E.B.M., running thence S. 65°90' West 19.45 chains; thence N 14°35' West 4.26 chains; thence N 51°10' West 4.00 chains, thence S 4°00' West 50 feet; thence S 63°00' East 66 feet, S 2°10' East 364 feet; thence S. 68°00' East 89 feet, thence N 4°33' East 253 feet; thence S 46°00' East 1.57 chains, thence South 13°00' East 140 chains, thence South 10°33' East 1.92 chains, thence S 35°25' East 5.10 chains, thence East 14.22 chains to center section line of Sec. 22, thence North 12.94 chains to point of beginning.

Parcel 4 (Dry Farm): Lot 4 of Section 19; all of Section 30; the West half of the Southwest quarter of Section 29; and the North

118700

half of the Northwest quarter of Section 32; all in Township 12 South, Range 33 East, Boise Meridian; together with the water right referred to in a Decree dated August 25, 1937, made and entered in the District Court of the Fifth Judicial District of Idaho, in and for Power County, in the cause of Peter Larsen vs. Walter S. Fredrich.

Also, Lots 1 and 2, the South half of the Northeast quarter and the Southeast quarter of Section 1, in Township 13 South of Range 32 East, and Lots 3 and 4, of Section 31, in Township 12 South, Range 33 East, Boise Meridian.

Also, Commence at the Northwest Corner of Section 6, Township 13 South, Range 33 East, Boise Meridian; thence running East 1250 feet, thence South 3°30' East 1540 feet, thence South 87°30' West 1330 feet, thence North 1625 feet, more or less, to place of beginning.

Together with all range rights appurtenant to the above described real property.

Parcel 5 (Irrigated Farm): Beginning at point 50 feet West of the Southwest Corner of the Southeast quarter of Section 28, Township 14 South, Range 36 East, Boise Meridian, in Idaho, and running thence North 1°30' West 732 feet, thence East 239 feet, thence North 12°30' East 910 feet, thence North 2°45' East 1147 feet, thence East 897 feet, thence North 578.92 feet, thence North 63°30' West 503.25 feet, thence North 25°30' West 177 feet, thence North 25°23' West 185 feet, to center of County Road, thence South 58°00' West 85 feet, thence South 59°00' West 745.5 feet, thence South 825 feet to center of Section 28, thence South 56°00' West 703.5 feet, thence South 2224 feet, thence East 478 feet to the point of beginning, containing 67.85 acres, more or less, subject to a private right of roadway two rods wide along the East and Northeast sides of said land.

Also, Commencing at center of Section 28, Township 14 South, Range 36 East, Boise Meridian; thence running North 765.4 feet; thence South 56°00' West 263 feet; thence South 1°00' East 816 feet; thence North 60°00' East 250 feet; thence North 44.2 feet; thence East 9.2 feet to the place of beginning.

Also, 24 shares of the Capital Stock of Southside Water Company.

Excepting 2 parcels previously sold.

Witness the hand of said grantors, this 11 day of September 1992.


MYRON P. SORENSEN, Grantor

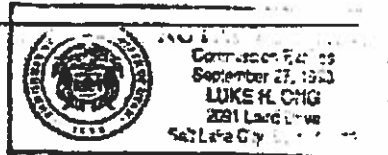

BEULAH F. SORENSEN, Grantor

114779

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 11 day of September, 1992, personally appeared before me, MYRON P. SORENSEN AND BEULAH R. SORESEN, the signers of the within instrument, who duly acknowledged to me that they executed the same.

My Commission Expires:



Luke H. Ong
Notary Public
Residing at Salt Lake City, Utah

Return document and mail tax notice to:

Myron P. and Beulah R. Sorensen, Trustees
49 W. Highway 38
Malad, ID 83252

1150739
21 Sept 1992
At 1:40 o'clock P.M.
John A. Biedenkopf
County Clerk
Fee \$ 9.00
Recorded at Request of
Hubert A. Long

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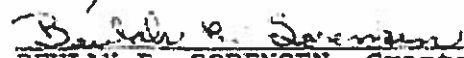
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MYRON P. SORENSEN, Grantor

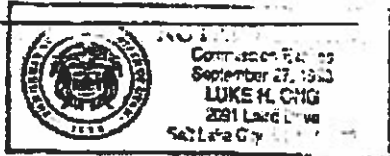

BEULAH F. SORENSEN, Grantor

114.7773

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 11 day of September, 1992, personally appeared before me, MYRON P. SORENSEN AND BEULAH R. SORESEN, the signers of the within instrument, who duly acknowledged to me that they executed the same.

My Commission Expires:



Luke H. Ong
Notary Public
Residing at Salt Lake City, Utah