

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

APR 29 2015

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?
23-10857 <i>OK</i>	Yes ☒	Yes ☐		Yes ☐	Yes ☐
<i>23-106 B OK</i>	Yes ☒	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Theron Ashment
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Stephen J. McGrath
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- Post Office Box 153 Swan Valley ID 83449
Mailing address City State ZIP
(208) 483-2001 svlaw@silverstar.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: April 30, 2010
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 # 23-106 B

8. Signature: *Stephen J. McGrath* 4/29/2015
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 4/29/15 Receipt No. E0409516 Receipt Amt. \$200.-

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

Name on W-9 _____ Approved by _____ Processed by _____ Date _____

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Agreement (this "**Agreement**"), effective the date of the last signature to this Agreement (the "**Effective Date**"), is by and between The Ashment Family Trust, of which Theron and Carol Ashment, are co-trustees, whose address is POB 122, Swan Valley, Idaho 83449 ("**Seller**"), and Stephen J McGrath, a married man dealing with his sole and separate property, whose address is POB 153 Swan Valley, Id 83449 ("**Purchaser**").

1. **SALE:** For and in consideration of the terms and conditions set forth in this Agreement, Seller agrees to sell and convey, and Purchaser agrees to purchase and pay for, the real property (the "**Property**") more particularly described on "Exhibit A" hereto, which by this reference is included herein. Together with water rights in Palisades Irrigation, Co. consisting of 50 (fifty) miners' inches of 1898 water rights.
2. **PURCHASE PRICE:** The total purchase price (the "**Purchase Price**") for the Property [REDACTED]
[REDACTED], the purchase price shall be paid in full at the time of closing as follows:
 - A. Forgiveness of debt created by Seller in favor of Purchaser as evidenced by that certain promissory note dated January 20, 2010 in the principal sum of [REDACTED]
 - B. [REDACTED]
3. **TITLE INSURANCE:** Seller shall furnish to Purchaser, at Seller's expense, an Owner's Title Insurance Policy issued by First American Title Company, at the time of closing, naming the Purchaser, as vestee, and insured in the full amount of the Purchase Price. Within fifteen (15) days after Seller's acceptance of this Agreement, Seller shall furnish to Purchaser a preliminary commitment of title insurance (the "**Preliminary Commitment**") for the Property with legible copies of all instruments, if any, referred to in the Preliminary Commitment as exceptions to title. Seller shall provide to Purchaser a survey indentifying and describing the property to be conveyed together with a sixty foot roadway, connecting the property with Chapel Rd.. Within fifteen (15) days of its receipt of the survey, Purchaser shall either: (a) approve of the exceptions to the Preliminary Commitment; or (b) designate to Seller in writing any liens, easements, restrictions or other matters to which Purchaser objects as affecting marketability of title or adversely affecting the ability of Purchaser to utilize the Property for Purchaser's purposes ("**Unacceptable Exceptions**"). Notwithstanding any waiver or satisfaction of the contingency in Paragraph 4 and except only those liens that are specifically identified above to be assumed by Purchaser, if any, all other financial liens: (i) are deemed to be Unacceptable Exceptions; (ii) do not need to

be designated by Purchaser in writing as Unacceptable Exceptions; and (iii) shall be paid off by seller at closing as a part of closing. Other than the foregoing provision regarding financial liens, if Seller has failed to eliminate or modify the Unacceptable Exceptions, (with such modifications acceptable to Purchaser) before the 30th day after receipt of the Unacceptable Exceptions from Purchaser, Purchaser shall, within 5 days after such time period granted Seller to eliminate or modify the Unacceptable Exceptions, either waive such Unacceptable Exceptions by delivering written notice of such election to Seller or this Agreement shall automatically terminate without notice.

4. **POSSESSION AND ENTRY:** Purchaser, its agents, employees, and designees shall be afforded the reasonable free access and entry on the Property during the period prior to the closing of this Agreement to perform studies and investigations thereon; provided, however, Purchaser shall indemnify Seller against any liability incurred as a result of such activities. Purchaser shall, at Purchaser's expense, repair or replace any damage to the Property resulting from Purchaser's activity on the Property pursuant to this paragraph.

5. **CLOSING:** The closing of this Agreement shall take place through the offices of First American Title Insurance Company Attn:

_____, Telephone:

_____, email: _____

("Closing Agent") and shall occur on a date mutually agreed upon by the parties. Purchaser and Seller shall deliver to Closing Agent all instruments, documents and funds necessary to complete the sale in accordance with this Agreement. Closing costs shall be allocated in the following manner:

- A. Seller shall pay all real estate excise taxes and conveyance fees, if any, together with the cost of the title insurance policy and all other closing costs customarily paid by Sellers in the jurisdiction in which the Property is located.
- B. Purchaser shall pay the cost of recording the deed.
- C. Real estate property taxes due and payable in the current year shall be prorated as of the date of closing; provided that any deferred real property taxes shall be paid in full by Seller at the time of closing.
- D. Any other item of periodic expense or income relating to the Property shall be prorated as of the date of closing.
6. **SURVEY/FENCES:** Seller shall provide a current survey describing the property being sold together with a 60' strip of property for a roadway connecting the larger parcel of property with Chapel Road. Following closing, the boundaries established by said survey shall constitute the true and correct boundaries between the parcels being sold to Purchaser and any remaining adjacent properties of

Seller, notwithstanding and irrespective of the location of any fences which may currently, or hereafter exist. It is expressly understood and agreed between the parties hereto, that Purchaser has no current plans to develop the roadway connecting the larger parcel being purchased with Chapel Road. No use of said roadway parcel by Seller shall be deemed adverse to Purchaser's interest therein, any such claim of adverse use or prescription being expressly hereby waived by Seller, its heirs, successors and assigns.

All costs associated with the construction of statutory boundary fences between the properties being purchased by Purchaser herein and adjoining properties of Seller shall be paid in equal shares by the parties hereto. Thereafter, said fences shall be maintained consistent with the provisions of the Idaho Code respecting maintenance of boundary fences, with each party maintaining the left half of each such fence at his own cost and expense.

7. **WATER/DITCH RIGHTS:** Seller shall convey to purchaser all water and water rights, including but not limited to a proportionate share of water rights in the Palisades Irrigation Co, and ditch and ditch rights pertaining to the property made the subject of this agreement.
8. **LEASES:** The Seller warrants the Property is not now, and shall not be subject to any leasehold interests as of the date of closing. Purchaser agrees to allow Seller to pasture the properties being sold herein until April 1, 2012, provided Seller exercises good husbandry of the land, maintains effective weed control and preserves all water rights associated with the property. And provided further, that in the event Purchaser desires the use of said property prior to April 1, 2012, Purchaser may remit to Seller, a sum equal to the number of days then remaining prior to April 1, 2012 times the sum of \$6.85, (six dollars and eighty-five cents), and Purchaser shall thereafter be entitled to the exclusive possession of the property.
9. **REPRESENTATIONS AND WARRANTIES:** Seller represents and warrants that:
 - A. The Property is in compliance with all federal, state and local statutes, regulations and ordinances pertaining to protection of human health or the environment ("**Environmental Laws**").
 - B. No Asbestos-Containing material is present in any of the improvements on the Property or is otherwise located on the Property. The term "**Asbestos-Containing Material**" means any material containing more than 1% by weight of asbestos.
 - C. No underground storage tanks and associated lines have been or are now located on the Property.

10. **INDEMNITY:** Seller shall indemnify and hold harmless Purchaser and its officers, directors, employees, agents, successors and assigns from and against any and all claims, demands, liabilities, damages, fines, costs (including the cost of compliance with any governmental order) and expenses (including attorney's fees at trial, on appeal and in connection with any petition for review) arising out of or in any way relating to its breach of any covenant or warranty in this Agreement, and the use, occupancy or condition of the Property prior to the close of the sale of the Property under this Agreement.
11. **TITLE TRANSFER:** Upon closing, Seller shall transfer title to the Property to Purchaser by Statutory Warranty Deed free and clear of all liens and encumbrances.
12. **AMENDMENT AND ASSIGNMENT:** All the terms, understandings and agreements binding upon Seller and Purchaser are herein set forth and this Agreement shall not be amended or modified except in writing signed by both parties. Unless otherwise noted, neither party may assign its interest or its rights under this Agreement without prior written consent of the other party, which consent shall not unreasonably be withheld. Notwithstanding the foregoing, Purchaser may assign its interest and rights under this Agreement to any person or entity related to, or affiliated with, Purchaser without the prior written consent of Seller.
13. **NOTICES:** Notices to either party shall be in writing and effective when mailed by certified mail, return receipt requested, at its address shown above or hand-delivered to such party's Agent or to such party.
14. **ATTORNEYS' FEES/REPRESENTATION:** The prevailing party in any action or proceeding between the parties for the interpretation or enforcement of this Agreement shall be entitled to reasonable attorneys' fees in addition to all other relief to which such party may be entitled. Seller acknowledges that this agreement and accompanying documents have been prepared by attorneys for Purchaser, that said attorneys have not provided legal advice to Seller and that Seller has been advised to obtain review and legal advice relative to this transaction from Seller's own attorneys.
15. **COMMISSIONS:** Each party represents that it has not had dealings with any real estate broker or salesman with respect to this Agreement and each party shall defend, indemnify and hold harmless the other party from all costs and liabilities, including reasonable attorneys' fees resulting from any claims to the contrary.
16. **BINDING EFFECT:** The rights and interests of the respective parties hereto shall be binding upon and shall inure to the benefit of the respective heirs, personal representatives and successors in interest of the parties hereto and their assigns.

17. **CONTROLLING LAW:** This Agreement shall be construed according to and be governed by the laws of the State of Idaho.

SELLER:

The Ashment Family Trust,

By: Theron Ashment, Co-trustee

Name: Theron Ashment

By: Carol Ashment, Co-trustee

Name: Carol Ashment

Dated: 4/30, 2010

PURCHASER:

Stephen J. McGrath

Stephen J. McGrath

Dated: 4/30, 2010

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
900 Pier View Drive Ste. 110
Idaho Falls, ID 83402

Space Above This Line for Recorder's Use Only

WARRANTY DEED

For Value Received, Theron R. Ashment and Carol E. Ashment, Trustees of The Ashment Family Trust, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto Stephen J.

McGrath, a married man, hereinafter called the Grantee, whose current address is P.O. Box 153, Swan Valley, ID, the following described premises, situated in Bonneville County, Idaho, to-wit: 83449.

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST ONE-QUARTER AND THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 44 EAST OF THE BOISE MERIDIAN, CITY OF SWAN VALLEY, BONNEVILLE COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NW CORNER OF SAID SW1/4 OF SECTION 8, AS FILED FOR RECORD AT INSTRUMENT NO. 1034556 IN THE OFFICE OF THE BONNEVILLE COUNTY RECORDER; THENCE N 89°48'17"E ALONG THE NORTH LINE OF SAID SW1/4 OF SECTION 8, A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 89°48'17"E ALONG THE NORTH LINE OF THE SOUTH ONE-HALF OF SAID SECTION 8, A DISTANCE OF 3859.76 FEET TO THE NE CORNER OF SAID W1/2 SE1/4 OF SECTION 8, AS FILED FOR RECORD AT INSTRUMENT NO. 1222577 IN SAID BONNEVILLE COUNTY RECORDS; THENCE S 00°09'57"E ALONG THE EAST LINE OF SAID W1/2 SE1/4 OF SECTION 8, A DISTANCE OF 1100.00 FEET; THENCE S 89°48'17"W A DISTANCE OF 739.47 FEET; THENCE S 13°12'00"E A DISTANCE OF 468.76 FEET; THENCE S 00°06'00"E A DISTANCE OF 1092.66 FEET; THENCE S 90°48'00"W ALONG THE SOUTH LINE OF SAID SECTION 8, A DISTANCE OF 60.00 FEET; THENCE N 00°06'00"E A DISTANCE OF 1085.88 FEET; THENCE N 13°12'00"W A DISTANCE OF 475.73 FEET; THENCE S 89°48'17"W A DISTANCE OF 1874.90 FEET; THENCE N 47°17'00"W A DISTANCE OF 1615.17 FEET TO THE POINT OF BEGINNING.

AND BEING SUBJECT TO THE FOLLOWING 2 EASEMENTS:

1.) AN EASEMENT FOR AN EXISTING COUNTY ROAD (CHAPEL ROAD) BEING 33.00 FEET IN WIDTH PARALLEL WITH AND ADJOINING TO THE ABOVE SAID SOUTH LINE OF SECTION 8;

2.) AN EASEMENT BEING 60.00 FEET IN WIDTH FOR THE PURPOSE OF ALLOWING INGRESS AND EGRESS TO A REMNANT PARCEL RETAINED BY THE GRANTOR ACROSS A PORTION OF THE ABOVE DESCRIBED PARCEL AS FOLLOWS:

COMMENCING AT SAID NE CORNER OF THE W1/2 SE1/4 OF SECTION 8; THENCE S 00°09'57"E ALONG THE EAST LINE OF SAID W1/2 SE1/4 A DISTANCE OF 1556.69 FEET; THENCE S 89°48'00"W A DISTANCE OF 633.75 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE S 76°48'00"W A DISTANCE OF 61.60 FEET; THENCE N 00°06'00"W A DISTANCE OF 7.07 FEET; THENCE N 13°12'00"W A DISTANCE OF 53.11 FEET; THENCE N 76°48'00"E A DISTANCE OF 60.00 FEET; THENCE S 13°12'00"E A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT.

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

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

Theron R. Ashment and Carol E. Ashment,
Trustees of The Ashment Family Trust

Theron R. Ashment
Theron R. Ashment, Trustee

Carol E. Ashment
Carol E. Ashment, Trustee

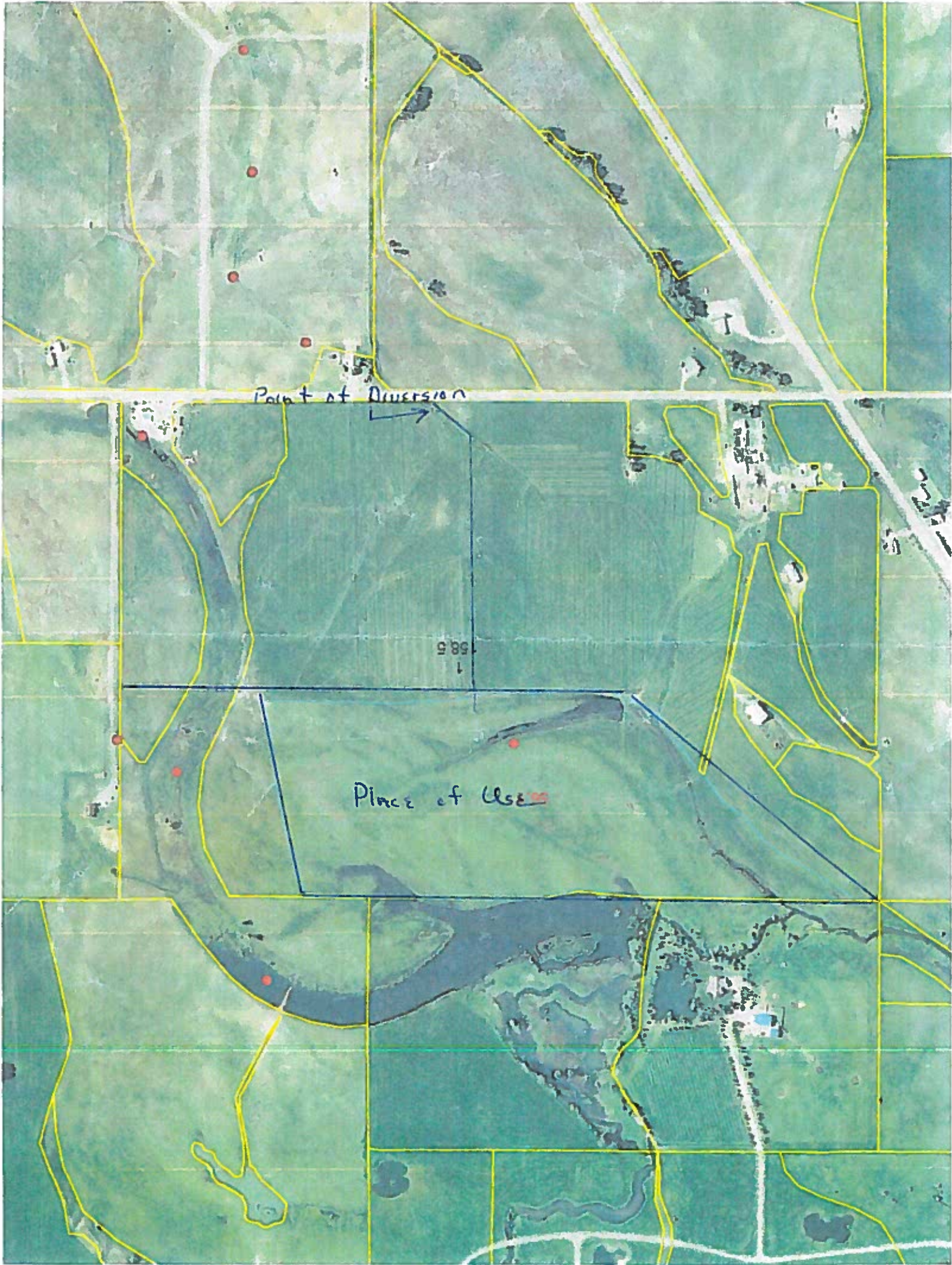
STATE OF Idaho)
SS.

COUNTY OF Bonneville)

On this ^{5th} ~~seventh~~ day of May, 2010, before me, a Notary Public in and for said State, personally appeared **Theron R. Ashment and Carol E. Ashment**, known or identified to me to be the person(s) whose name(s) are subscribed to the within instrument as Trustees of the **The Ashment Family Trust**, and acknowledged to me that they executed the same as such trustees.



Bertha Stafford
Notary Public of Idaho
Residing at: Idaho Falls, ID
Commission Expires: 1-27-11



Point of Diversion

585
1

Place of Use

ALONG THE SOUTH LINE OF SAID SECTION 8, A DISTANCE OF 60.00 FEET; THENCE N 00°05'00"E A DISTANCE OF 1085.88 FEET; THENCE N 13°12'00"W A DISTANCE OF 475.73 FEET; THENCE S 89°48'17"W A DISTANCE OF 1874.90 FEET; THENCE N 47°17'00"W A DISTANCE OF 1615.17 FEET TO THE POINT OF BEGINNING.

AND BEING SUBJECT TO THE FOLLOWING 2 EASEMENTS:

1.) AN EASEMENT FOR AN EXISTING COUNTY ROAD (CHAPEL ROAD) BEING 33.00 FEET IN WIDTH PARALLEL WITH AND ADJOINING TO THE ABOVE SAID SOUTH LINE OF SECTION 8;

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COMMENCING AT SAID NE CORNER OF THE W1/2 SE1/4 OF SECTION 8; THENCE S 00°09'57"E ALONG THE EAST LINE OF SAID W1/2 SE1/4 A DISTANCE OF 1556.69 FEET; THENCE S 89°48'00"W A DISTANCE OF 633.75 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE S 76°48'00"W A DISTANCE OF 61.60 FEET; THENCE N 00°06'00"W A DISTANCE OF 7.07 FEET; THENCE N 13°12'00"W A DISTANCE OF 53.11 FEET; THENCE N 76°48'00"E A DISTANCE OF 60.00 FEET; THENCE S 13°12'00"E A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT.

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

337936-IF

First American Title Co.
900 Pier View Dr., Suite 110
Idaho Falls, ID 83402

Page 3

1362675

APR: RPH00000057213

Warranty Deed
- continued

File No.: 337936-IF (Is)
Date: 05/05/2010

Theron R. Ashment and Carol E. Ashment,
Trustees of The Ashment Family Trust

Theron R. Ashment Theron R. Ashment
Theron R. Ashment, Trustee

Carol E. Ashment Carol E. Ashment
Carol E. Ashment, Trustee

STATE OF Idaho)
ss.

COUNTY OF Bonneville)

On this ^{5th} ~~Seventh~~ day of May, 2010, before me, a Notary Public in and for said State, personally appeared Theron R. Ashment and Carol E. Ashment, known or identified to me to be the person(s) whose name(s) are subscribed to the within instrument as Trustees of the The Ashment Family Trust Trust, and acknowledged to me that they executed the same as such trustees.



Bertha Stafford
Notary Public of Idaho
Residing at: Idaho Falls, ID
Commission Expires: 1-27-11

CORRECTED LEGAL ATTACHMENT

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST ONE-QUARTER AND THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 44 EAST OF THE BOISE MERIDIAN, CITY OF SWAN VALLEY, BONNEVILLE COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER OF SAID SW1/4 OF SECTION 8, AS FILED FOR RECORD AT INSTRUMENT NO. 1034556 IN THE OFFICE OF THE BONNEVILLE COUNTY RECORDER; THENCE N 89°48'17"E ALONG THE NORTH LINE OF SAID SW1/4 OF SECTION 8, A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 89°48'17"E ALONG THE NORTH LINE OF THE SOUTH ONE-HALF OF SAID SECTION 8, A DISTANCE OF 3859.76 FEET TO THE NE CORNER OF SAID W1/2 SE1/4 OF SECTION 8, AS FILED FOR RECORD AT INSTRUMENT NO. 1222577 IN SAID BONNEVILLE COUNTY RECORDS; THENCE S 00°09'57"E ALONG THE EAST LINE OF SAID W1/2 SE1/4 OF SECTION 8, A DISTANCE OF 1100.00 FEET; THENCE S 89°48'17"W A DISTANCE OF 739.47 FEET; THENCE S 13°12'00"E A DISTANCE OF 468.76 FEET; THENCE S 00°06'00"E A DISTANCE OF 1092.66 FEET; THENCE S 89°48'00"W ALONG THE SOUTH LINE OF SAID SECTION 8, A DISTANCE OF 60.00 FEET; THENCE N 00°06'00"W A DISTANCE OF 1085.88 FEET; THENCE N 13°12'00"W A DISTANCE OF 475.73 FEET; THENCE S 89°48'17"W A DISTANCE OF 1874.90 FEET; THENCE N 47°17'00"W A DISTANCE OF 1615.57 FEET TO THE POINT OF BEGINNING.

AND BEING SUBJECT TO THE FOLLOWING 2 EASEMENTS:

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T.A.
C.A.

STATE OF Idaho)
) ss.
COUNTY OF Bonneville)

On this May 17, 2010, before me, a Notary Public in and for said State, personally appeared Theron R. Ashment and Carol E. Ashment, known or identified to me to be the person(s) whose name(s) are subscribed to the within instrument as Trustees of the The Ashment Family Trust Trust, and acknowledged to me that they executed the same as such trustees.

Bertha Stafford

Notary Public of Idaho

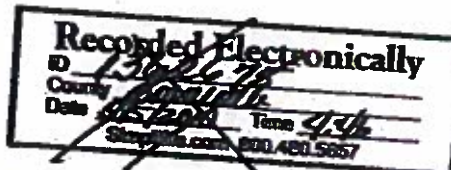
Residing at: Idaho Falls, ID

Commission Expires: 1-27-11



RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
900 Pier View Drive Ste. 110
Idaho Falls, ID 83402



Instrument # 1363809
IDAHO FALLS, BONNEVILLE, IDAHO
2010-05-19 04:38:45 PM No. of Pages: 5
Recorded for: FIRST AMERICAN TITLE - ID
RONALD LONGMORE Fee: 15.00
Ex-Officio Recorder Deputy KSwiston
Index To: DEED WARRANTY
Electronically Recorded by Simple

"RE-RECORDED TO CORRECT LEGAL DESCRIPTION"

Space Above This Line for Recorder's Use Only

WARRANTY DEED

For Value Received, Theron R. Ashment and Carol E. Ashment, Trustees of The Ashment Family Trust, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto Stephen J. McGrath, a married man, hereinafter called the Grantee, whose current address is P.O. Box 153, Sun Valley, ID 83449, the following described premises, situated in Bonneville County, Idaho, to-wit:

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- 1.) AN EASEMENT FOR AN EXISTING COUNTY ROAD (CHAPEL ROAD) BEING 33.00 FEET IN WIDTH PARALLEL WITH AND ADJOINING TO THE ABOVE SAID SOUTH LINE OF SECTION 8;
- 2.) AN EASEMENT BEING 60.00 FEET IN WIDTH FOR THE PURPOSE OF ALLOWING INGRESS AND EGRESS TO A REMNANT PARCEL RETAINED BY THE GRANTOR ACROSS A PORTION OF THE ABOVE DESCRIBED PARCEL AS FOLLOWS:
COMMENCING AT SAID NE CORNER OF THE W1/2 SE1/4 OF SECTION 8; THENCE S 00°09'57"E ALONG THE EAST LINE OF SAID W1/2 SE1/4 A DISTANCE OF 1358.69 FEET; THENCE S 89°48'00"W A DISTANCE OF 633.75 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE S 76°48'00"W A DISTANCE OF 61.60 FEET; THENCE N 00°06'00"W A DISTANCE OF 7.07 FEET; THENCE N 13°12'00"W A DISTANCE OF 53.11 FEET; THENCE N 76°48'00"E A DISTANCE OF 60.00 FEET; THENCE S 13°12'00"E A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT.

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

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said

00°06'00"E A DISTANCE OF 1085.88 FEET; THENCE N 13°12'00"W A DISTANCE OF 475.73 FEET; THENCE S 89°48'13"W A DISTANCE OF 1874.90 FEET; THENCE N 47°12'00"W A DISTANCE OF 1615.17 FEET TO THE POINT OF BEGINNING.

AND BEING SUBJECT TO THE FOLLOWING 2 EASEMENTS:

1.) AN EASEMENT FOR AN EXISTING COUNTY ROAD (CHAPEL ROAD) BEING 33.00 FEET IN WIDTH PARALLEL WITH AND ADJOINING TO THE ABOVE SAID SOUTH LINE OF SECTION 8;

2.) AN EASEMENT BEING 60.00 FEET IN WIDTH FOR THE PURPOSE OF ALLOWING INGRESS AND EGRESS TO A REMNANT PARCEL RETAINED BY THE GRANTOR ACROSS A PORTION OF THE ABOVE DESCRIBED PARCEL AS FOLLOWS:

COMMENCING AT SAID NE CORNER OF THE W1/2 SE1/4 OF SECTION 8; THENCE S 00°09'57"E ALONG THE EAST LINE OF SAID W1/2 SE1/4 A DISTANCE OF 1556.69 FEET; THENCE S 89°48'00"W A DISTANCE OF 633.75 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE S 76°48'00"W A DISTANCE OF 61.60 FEET; THENCE N 00°06'00"W A DISTANCE OF 7.07 FEET; THENCE N 13°12'00"W A DISTANCE OF 53.11 FEET; THENCE N 76°48'00"E A DISTANCE OF 60.00 FEET; THENCE S 13°12'00"E A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT.

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

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

337936-IF

First American Title Co.
900 Pier View Dr., Suite 110
Idaho Falls, ID 83402

Page 1

1363809

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
900 Pier View Drive Ste. 110
Idaho Falls, ID 83402



RE-RECORDED TO CORRECT LEGAL DESCRIPTION

Space Above This Line for Recorder's Use Only

WARRANTY DEED

For Value Received, Theron R. Ashment and Carol E. Ashment, Trustees of The Ashment Family Trust, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto Stephen J. McGrath, a married man, hereinafter called the Grantee, whose current address is P.O. Box 153, Swan Valley, ID 83449, the following described premises, situated in Bonneville County, Idaho, to-wit:

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST ONE-QUARTER AND THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 44 EAST OF THE BOISE MERIDIAN, CITY OF SWAN VALLEY, BONNEVILLE COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NW CORNER OF SAID SW1/4 OF SECTION 8, AS FILED FOR RECORD AT INSTRUMENT NO. 1034556 IN THE OFFICE OF THE BONNEVILLE COUNTY RECORDER; THENCE N 89°48'17"E ALONG THE NORTH LINE OF SAID SW1/4 OF SECTION 8, A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 89°48'17"E ALONG THE NORTH LINE OF THE SOUTH ONE-HALF OF SAID SECTION 8, A DISTANCE OF 3859.76 FEET TO THE NE CORNER OF SAID W1/2 SE1/4 OF SECTION 8, AS FILED FOR RECORD AT INSTRUMENT NO. 1222577 IN SAID BONNEVILLE COUNTY RECORDS; THENCE S 00°09'57"E ALONG THE EAST LINE OF SAID W1/2 SE1/4 OF SECTION 8, A DISTANCE OF 1100.00 FEET; THENCE S 89°48'17"W A DISTANCE OF 739.47 FEET; THENCE S 13°12'00"E A DISTANCE OF 468.76 FEET; THENCE S 00°06'00"E A DISTANCE OF 1092.66 FEET; THENCE S 90°48'00"W ALONG THE SOUTH LINE OF SAID SECTION 8, A DISTANCE OF 60.00 FEET; THENCE N 00°06'00"E A DISTANCE OF 1085.88 FEET; THENCE N 13°12'00"W A DISTANCE OF 475.73 FEET; THENCE S 89°48'17"W A DISTANCE OF 1874.90 FEET; THENCE N 47°17'00"W A DISTANCE OF 1615.17 FEET TO THE POINT OF BEGINNING.

AND BEING SUBJECT TO THE FOLLOWING 2 EASEMENTS:

- 1.) AN EASEMENT FOR AN EXISTING COUNTY ROAD (CHAPEL ROAD) BEING 33.00 FEET IN WIDTH PARALLEL WITH AND ADJOINING TO THE ABOVE SAID SOUTH LINE OF SECTION 8;
- 2.) AN EASEMENT BEING 60.00 FEET IN WIDTH FOR THE PURPOSE OF ALLOWING INGRESS AND EGRESS TO A REMNANT PARCEL RETAINED BY THE GRANTOR ACROSS A PORTION OF THE ABOVE DESCRIBED PARCEL AS FOLLOWS:
COMMENCING AT SAID NE CORNER OF THE W1/2 SE1/4 OF SECTION 8; THENCE S 00°09'57"E ALONG THE EAST LINE OF SAID W1/2 SE1/4 A DISTANCE OF 1556.69 FEET; THENCE S 89°48'00"W A DISTANCE OF 633.75 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE S 76°48'00"W A DISTANCE OF 61.60 FEET; THENCE N 00°06'00"W A DISTANCE OF 7.07 FEET; THENCE N 13°12'00"W A DISTANCE OF 53.11 FEET; THENCE N 76°48'00"E A DISTANCE OF 60.00 FEET; THENCE S 13°12'00"E A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT.

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

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said

... A DISTANCE OF 1092.66 FEET; THENCE S 90°48'00"W
00°06'00"E A DISTANCE OF 1085.88 FEET; THENCE N 13°12'00"W A DISTANCE OF 475.73
FEET; THENCE S 89°48'17"W A DISTANCE OF 1874.90 FEET; THENCE N 47°17'00"W A
DISTANCE OF 1615.17 FEET TO THE POINT OF BEGINNING.

AND BEING SUBJECT TO THE FOLLOWING 2 EASEMENTS:

- 1.) AN EASEMENT FOR AN EXISTING COUNTY ROAD (CHAPEL ROAD) BEING 33.00 FEET IN WIDTH PARALLEL WITH AND ADJOINING TO THE ABOVE SAID SOUTH LINE OF SECTION 8;
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First American Title Co.
900 Pier View Dr., Suite 110
Idaho Falls, ID 83402

Page 2

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Idaho Falls, ID 83402

Instrument # 1362675
IDAHO FALLS, BONNEVILLE, IDAHO
2010-05-05 04:48:25 PM No. of Pages: 2
Recorded for: FIRST AMERICAN TITLE - ID
RONALD LONGMORE Fee: 6.00
Ex-Officio Recorder Deputy SSole
Index To: DEED WARRANTY
Electronically Recorded by Simplifile

Recorded Electronically	
ID	1363809
County	Bonneville
Date	5/19/2010 Time 4:31
Simplifile.com 800.460.5857	

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WARRANTY DEED

For Value Received, Theron R. Ashment and Carol E. Ashment, Trustees of The Ashment Family Trust, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto Stephen J. McGrath, a married man, hereinafter called the Grantee, whose current address is P.O. Box 153, Swan Valley, ID 83449, the following described premises, situated in Bonneville County, Idaho, to-wit:

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