

RECEIVED

JUL 06 2015

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDepartment 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?
11-73	Yes ☒	Yes ☐		Yes ☐	Yes ☐
Split into	Yes ☐	Yes ☐		Yes ☐	Yes ☐
11-73, 11-7817,	Yes ☐	Yes ☐		Yes ☐	Yes ☐
11-7818 &	Yes ☐	Yes ☐		Yes ☐	Yes ☐
11-7819	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: CALDWELL
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): DURLIN M. & IRENE CLOW
New owner(s) as listed on the conveyance document
- Name connector ☐ and ☐ or ☐ and/or
- 429 W 2125 N HARRISVILLE UT 84414
Mailing address City State ZIP
- 801-782-5092 idmwhoim2@aol.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: SEPT. 28, 1988
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 # 11-73

8. Signature: Durlin M. Clow 7-6-2015
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 7/9/2015 Receipt No. E041234 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 7/28/2015

147155

BEAR LAKE COUNTY RECORDER
JOHN P. EDGAR

38 SEP 28 AM 10 57
DEPUTY FEE
James Hartman \$300

WHEN RECORDED MAIL TO:

DURLIN M. CLOW
2720 NO. 850 EAST
NORTH OGDEN, UT 84414

WARRANTY DEED

19880195

Virginia L. Archer,

grantor,

of ST. LOUIS, State of MISSOURI,
hereby CONVEY and WARRANT to
Durlin M. Clow And Irene Clow,
Husband And Wife.

grantee,

of NORTH OGDEN, County of WEBER, State of UTAH,
for the sum of Ten dollars and other good and valuable consideration,

the following tract of land in BEAR LAKE County, State of Idaho, to-wit:

TOWNSHIP 14 SOUTH, RANGE 43 EAST OF THE BOISE MERIDIAN:

Section 9: Beginning at a point 4945 feet East of the West Quarter
Corner of said Section 9, said point being on the meridional
center line of said Section 9, and running thence North 1320 feet
to the Northerly right of way line of the Paris Canyon Road;
thence across said road to the Southerly right of way line of said
road West 126.07 feet; thence along said Southerly line of said
Paris Canyon Road North 68°16'08" West 430 feet; thence along said
Road North 82°18'47" West 99.44 feet; thence South 1492.51 feet to
the South line of the Northeast Quarter of said Section 9; thence
along said line East 624.06 feet; to the point of beginning.
EXCEPT THEREFROM, any portion lying within the right of way of old
railroad which is being used as permanent right of way.

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 they are the owners in fee simple of said
premises; that they are free from all incumbrances.
Subject to easements restrictions and rights of way appearing of record or enforceable in law and equity and 1988 taxes
and thereafter.

WITNESS the hand of said grantor, this 15 day of September, 1988.

Virginia L. Archer

VIRGINIA L. ARCHER

Durlin M. Clow And Irene Clow,
Husband And Wife.

grantee,

of NORTH OGDEN, County of WEBER, State of UTAH,
for the sum of Ten dollars and other good and valuable consideration,

the following tract of land in BEAR LAKE County, State of Idaho, to-wit:

TOWNSHIP 14 SOUTH, RANGE 43 EAST OF THE BOISE MERIDIAN:

Section 9: Beginning at a point 4945 feet East of the West Quarter Corner of said Section 9, said point being on the meridional center line of said Section 9, and running thence North 1320 feet to the Northerly right of way line of the Paris Canyon Road; thence across said road to the Southerly right of way line of said road West 126.07 feet; thence along said Southerly line of said Paris Canyon Road North 68°16'08" West 430 feet; thence along said Road North 82°18'47" West 99.44 feet; thence South 1492.51 feet to the South line of the Northeast Quarter of said Section 9; thence along said line East 624.06 feet; to the point of beginning. EXCEPT THEREFROM, any portion lying within the right of way of old railroad which is being used as permanent right of way.

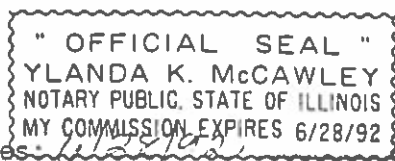
TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises; that they are free from all incumbrances. Subject to easements restrictions and rights of way appearing of record or enforceable in law and equity and 1988 taxes and thereafter.

WITNESS the hand of said grantor, this 15 day of September, 1988.

Virginia L. Archer
VIRGINIA L. ARCHER

STATE OF
COUNTY OF

On the 16 day of September, 1988, personally appeared before me
VIRGINIA L. ARCHER,
the signer(s) of the foregoing instrument, who duly acknowledged to me that they executed
the same.



Ylanda K. McCawley
Notary Public

My Commission Expires 6/28/92 Residing at: Eagle Centre 2 Suite 2
O'Fallon, IL 62209

SCOTT NELSON: WATER RIGHT NO. 11-73



Legend

- 11-73
- 11-73_POD
- New POU
- New POD
- Sections
- Quarter quarters



2013 NAIP Aerial Photo

0 0.05 0.1 0.2 Miles

SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 9 Twp. 14 S., R. 43 E., B. M.,
and running thence E 80 rods; thence N 80
rods; thence W 80 rods; thence S 80 rods to
the place of beginning, containing in all
80 acres, according to the Government Sur-
vey of 1896;

-9.-

PARIS CITY, a municipal corporation

Original Date of
Appropriation:

May 1, 1884

For Use During Each and
Every Day of the Calendar
Year for municipal, domestic,
irrigation, and culinary
purposes and for sprinkling
streets, springing and
irrigating lawns and gardens
and all other customary and
usual municipal uses within
the limits and boundaries of
the said City of Paris, Idaho,
a municipal corporation, the
boundaries of which are des-
cribed as follows, to wit:

Quantity Appropriated: 2.50 c.f.s.

Point of Diversion:

Being in Paris Creek in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of
Sec. 10, Twp. 14, S., R. 43 E., B. M.

Commencing at the NE corner of Sec. 2,
Twp. 14 S., R. 43 E., B. M., and running
thence S along the E line of Sections
2 and 10 a distance of 2 miles to the
SE corner of Sec. 11, thence W along the
S line of Sections 11 & 10 in said Town-
ship and range a distance of one and
three quarters miles to the SW corner
of the E $\frac{1}{4}$ SW $\frac{1}{4}$ of said Sec. 10, thence N
parallel with the W line of Sections 10
and 8 in said Township and Range a dis-
tance of two miles to the NW corner of
the E $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 5, thence East one and
three quarter miles to the place of begin-
ing;

-10.-

HENRY FUCHS

Original Date of App-
ropriation:

May 1, 1884

For Use Upon the Follow-
ing Described Lands:

Point of Diversion:

Being in Paris Creek in lot 2, Sec. 10,
Twp. 14 S., R. 43 E., B. M.,

85.06 acres in the
E $\frac{1}{4}$ NW $\frac{1}{4}$ and SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 17; and the E $\frac{1}{4}$ NE $\frac{1}{4}$
of Sec. 18; Twp. 14 S., R. 43 E., B. M., com-

-12.-

RECORDED

MAY 1 8 1896

corner of the Northwest quarter of Sec. 11, Twp. 14 S. R. 45 E. S. M.; running thence N 29 rods, 15 links; thence E 27 rods; thence S 35 rods; thence West 27 rods; thence N 8 rods, 15 links to the place of beginning.

To EMILY M RICH, FRANK J FOULGER AND JESSE P. RICH, executrix and executors of WM. L. RICH ESTATE for use upon the following: Tract No. 45 of the original survey of Paris, Idaho, containing $1\frac{1}{2}$ acres; also commencing at a point 28 rods E from the southwest corner of NW $\frac{1}{4}$ of Sec. 11, Twp. 14 S., R. 45 E of the Boise Meridian; and running thence E 28 rods; thence S 21 rods; thence W 11 $^{\circ}$ North 28 rods; thence N 18 rods, 11 links to the place of beginning, containing 3.46 acres of land;

To JACOB NESS - for use upon the following: Commencing at a point 80 rods W and 24 rods South of the SW corner of the NE $\frac{1}{4}$ of Sec. 11, Twp. 14 S., R. 45 E. S. M. and running thence West 11 $^{\circ}$ North 2 $\frac{1}{2}$ rods; thence S 18 $^{\circ}$ West 8 rods; thence East 18 $^{\circ}$ South 23 $\frac{1}{2}$ rods, thence North 18 $^{\circ}$ East 8 rods to the place of beginning, containing one acre and 28 square rods;

To C. H. COOPER - for use upon the following; Commencing at a point 1 chain W and $4\frac{1}{2}$ chains South of the NE corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Sec. 11, Twp. 14 S. R. 45 East Boise Meridian; thence W 5 chains; thence N 3 chains; thence E 3 chains; thence S 3 chains to the place of beginning, containing $1\frac{1}{2}$ acres;

NOTE: The aggregate of all the waters in this right is 75 c.f.s. and said parties may divide or rotate said quantity as might be desired so long as the combined use does not exceed the amount specified.

-3.-

R. W. CALDWELL

Original Date of
Appropriation

May 1, 1864

For Use Upon the Follow-
ing Described Lands:

Point of Diversion:

Being in Paris Creek in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of
Sec. 9, Twp. 14 S. R. 45 E., S. M.

Fifteen acres in the following tract:
Commencing at the SE corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 10, Twp. 14 S., R. 45 E., S. M., and running thence West 110 rods; thence N 80 rods; thence E 120 rods; thence S 80 rods; to the place of beginning;
Also, commencing at the SW corner of the

-31.-

RECORDED
MAY 13 1896

WARRANTY DEED

Grant R. Caldwell and Lois H. Caldwell, husband and wife and Warren T. Caldwell and Arravanna B. Caldwell, husband & wife & Glen O. Caldwell and Ellen S. Caldwell, husband and wife

of Ogden
WARRANT TO
William A. Froerer

County of Weber

GRANTOR S
State of Utah hereby CONVEY and

2600 Washington Boulevard
Ogden, Utah 84401

of Eden County of Weber State of Utah, for the sum of
TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS
the following described tract of land in Bear Lake County, State of Idaho.

PARCEL 1:
Commencing at the Southeast Corner of the Southwest quarter of the Northwest Quarter of Section Ten in Township 14 South of Range 43 East of the Boise Meridian, and running thence West 110 rods; thence North 80 rods; thence East 110 rods; thence South 80 rods to the place of beginning. ALSO Commencing at the Southwest corner of the Southeast quarter of the Northeast quarter of

Section 9, Township 14 South of Range 43 East of the Boise Meridian, and running thence East 50 rods; thence North 80 rods; thence West 50 rods; thence South 80 rods to the place of beginning, containing in all 80-acres, according to the Government Survey thereof.

Together with all water rights thereunto belonging or in anywise appertaining.
PARCEL 2:

Also, Beginning at the center of Section 9, Township 14 South, Range 43 East of Boise Meridian, in Idaho, and running thence East 80 rods; thence North 80 rods; thence West 240 rods; thence South 80 rods; thence East 20 rods; thence South 80 rods; thence East 60 rods; thence North 80 rods; thence East 80 rods to the place of beginning and containing 150 acres of land, more or less.

Also, Commencing at the West Quarter corner of Section 9, Township 14 South, Range 43 East of Boise Meridian, and running thence North 89°45' East 330 feet; thence South 190 feet along the East boundary line of the Utah Power & Light Co's ten acre tract to the point of beginning; Thence South 30°46' West 318 feet; thence South 6°11' East 80 feet; thence North 89°45' East 154 feet; thence North 349 feet along the East boundary line of the Utah Power & Light Co's Ten acre tract back to the point of beginning, containing approximately 0.77 acres. SAVE and except from the first described tract of parcel No. 2 that small piece of land heretofore deeded to the Utah Power & Light Company which said tract is located in the extreme Southwest corner of said first described tract of said parcel no. 2 and contains one and a fraction acres.

Commencing at a point on the Southerly and Easterly side of Paris Canyon Road in Bear Lake County, Idaho, at a point where said road runs in a curve in a Northeasterly direction, and which said point of commencement is 2740 feet, more or less, due East of the Northwest corner of the Southwest Quarter of the Northwest Quarter of Section 9, Township 14 South of range 43 east of Boise Meridian, and running thence along the South side of said road and following the curve thereof in a general Northeasterly direction and then in a Southeasterly direction to a point 2820 feet, more or less, due East of the point of beginning; Thence West 2820 feet, more or less, to the point of beginning. This deed is intended to convey to the Grantees all land owned by the grantors herein in Section 9, Township 14 South, range 43 East of the Boise Meridian lying South of said Paris Canyon Road.

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

William A. Froerer
(NOTARY PUBLIC)
Residing at Ogden, Utah
My Commission Expires: 3/20/75
(NOTARY SEAL)
STATE OF UTAH

Recording Data
Serial No.
Fees \$
Entry No.
Platted ☒ Indexed ☒
Recorded ☒ Abstracted ☒
Compared ☒ Page ☒

STATE OF IDAHO
County of Bear Lake

I hereby certify that this instrument was duly

recorded at

103752

September 10, 1975

Notary Public

BEAR LAKE COUNTY

WARRANTY DEED

Grant R. Caldwell and Lois H. Caldwell, husband and wife and Warren T. Caldwell and Arrawanna B. Caldwell, husband & wife & Glen O. Caldwell and Ellen S. Caldwell, husband and wife

GRANTOR S

of Ogden County of Weber

State of Utah hereby CONVEY and

WARRANT TO

William A. Froerer

2600 Washington Boulevard
Ogden, Utah 84401

GRANTEE

of Eden County of Weber State of Utah, for the sum of
TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS
the following described tract of land in Bear Lake County, State of Idaho.

PARCEL 1:
Commencing at the Southeast Corner of the Southwest quarter of the Northwest Quarter of Section Ten in Township 14 South of Range 43 East of the Boise Meridian, and running thence West 110 rods; thence North 80 rods; thence East 110 rods; thence South 80 rods to the place of beginning. ALSO Commencing at the Southwest corner of the Southeast quarter of the Northeast quarter of Section 9, Township 14 South of Range 43 East of the Boise Meridian, and running thence East 50 rods; thence North 80 rods; thence West 50 rods; thence South 80 rods to the place of beginning, containing in all 80-acres, according to the Government Survey thereof.

Together with all water rights thereunto belonging or in anywise appertaining.

PARCEL 2:

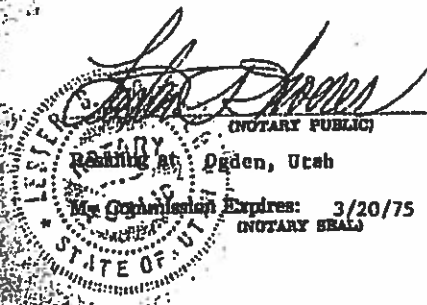
Beginning at the center of Section 9, Township 14 South, Range 43 East

WITNESS the hand of said Grantor, this 1st day of August A.D. 1972

Signed by the presence of

Grant R. Caldwell
Lois H. Caldwell
Warren T. Caldwell
Arrawanna B. Caldwell
Glen O. Caldwell
Ellen S. Caldwell

STATE OF UTAH } ss. On the 1st day of August A.D. 1972
County of Caldwell & Lois H. Caldwell, husband & wife & Warren T. Caldwell &
Personally appeared before me Arrawanna B. Caldwell, husband & wife & Glen O.
Caldwell and Ellen S. Caldwell, husband and wife
the signers of the within instrument, who duly acknowledged to me that they executed the same.



Use black typewriter ribbon only
Adopted by Ogden Board of Realtors

Recording Data
Fees \$
Entry No. Serial No.
Platted ☐ Indexed ☐
Recorded ☐ Abstracted ☐
Compared ☐ Page ☐

STATE OF IDAHO }
County of Bear Lake }

88

103752

I hereby certify that this instrument was filed

at the request of Frank L. Latham

at 2:00 P.M. on the 26th day of

September 1972

recorded in the office of the

Amos B. Hill

INDEXED

2696 Grandview Drive
Sandy, Utah 84070

Warranty Deed

County of Bear Lake
Date 7-11-83
Time 3:12 PM
Deputy [Signature]
Clerk Joan P. Eborn
Fee 4.00

THIS INDENTURE, Made this 13th day of July,
in the year of our Lord One Thousand Nine Hundred and Seventy-seven, between
William A. Froerer, as trustee,
of Ogden, County of Weber, State of Utah,
the part y of the first part, and
George A. Toelcke and Teri J. Toelcke, husband and wife,
of Sandy, County of Salt Lake, State of Utah,
the parties of the second part:

WITNESSETH: That the said part y of the first part, for and in consideration of the sum of
NINETEEN THOUSAND FIVE HUNDRED AND NO/100 ----- DOLLARS,
lawful money of the United States of America, to him in hand paid by the said part ies of the second part, the receipt
whereof is hereby acknowledged

, do en by these presents, Grant, Bargain, Sell and Convey and Confirm unto said part ies
of the second part, and to their heirs and assigns forever: All that certain lot
place or parcel of land situate, lying and being in the County of Bear Lake, State of Idaho, bounded
and more particularly described as follows, to-wit:

Township 14 South, Range 43 East of the Boise Meridian:

Section 9: Beginning at a point 4945 feet East of the West Quarter
corner of said Section 9, said point being on the meridional
center line of said Section 9, and running
thence North 1320 feet to the Northerly right of way line
of the Paris Canyon Road;
thence across said road to the Southerly right of way line of
said road West 126.07 feet;
thence along said Southerly line of said Paris Canyon Road
North 68°16'08" West 430.0 feet;
thence along said Road North 82°18'47" West 99.44 feet;
thence South 1492.51 feet to the South line of the NE¼ of
said Section 9;
thence along said line East 624.06 feet,
to the point of beginning.

EXCEPTING THEREFROM, all oil, gas and mineral rights pertaining
to the above described premises.
TOGETHER with all water and water rights thereunto appertaining.
EXCEPT THEREFROM any portion lying within the right of way of
old railroad which is being used as permanent right of way.

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 part ies of the second part, and to their 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 ies of the second part their heirs and assigns against the said part y 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 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

[Signature]
WILLIAM A. FROERER, as Trustee.

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

before me
ly appeared
un to me to
ame.
-incate first
Idaho.
Froerer
Toelcke
to
WARRANTY DEED

Froerer
to Toelcke

STATE OF IDAHO,
County of Bear Lake.
On this 6th day of August, in the year 1977, before me
the undersigned, Notary Public in and for said County and State, personally appeared
William A. Froerer, as trustee.

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.

Leonard O. Kingsford
Notary Public.

Residence and P. O. Address Soda Springs, Idaho.
My commission expires August 14, 1977.



WARRANTY DEED

William A. Froerer, as trustee,

TO

George A. Toelcke and Teri L.
Toelcke, husband and wife,

Dated July 13th, 1977.

STATE OF IDAHO,

County of Bear Lake.

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

Carlson Title Company

at _____ minutes past _____

o'clock P. M., this _____ day

of _____ July, A. D. 1983.

In my office and duly recorded in _____ the Micro-
film Records of said County.

At-Atto Recorder.

By _____ Deputy.

For \$4.00

the fee for recording this instrument.

George A. Toelcke
2696 Grandview Drive
Sandy, Utah 84070

2696 Grandview
Sandy, Utah

THIS IN
in the year
William A.
of Ogden
the part
George A.
of Sandy
the part
WITNESS
NINETEEN
lawful men
whereof is

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and more
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Section

Together
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TO HAVE
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or to claim the
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that the
Signed, Sealed

7511 Southwest 147 Court
Miami, Florida 33193

Warranty Deed

131955

STATE OF IDAHO	
County of Bear Lake	
Date	7-11-83
Time	3:12 PM
Deputy	John P. Eborn
Clerk	John P. Eborn
Fee	4.50

THIS INDENTURE, Made this 22nd day of July
in the year of our Lord One Thousand Nine Hundred and EIGHTY , between
GEORGE A. TOELCKE and TERI J. TOELCKE, husband and wife,
of Park City , County of Summit , State of Utah
the parties of the first part, and
RONALD L. ARCHER and VIRGINIA L. ARCHER, husband and wife,
of Miami , County of Dade , State of Florida
the parties of the second part:

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of
TWENTY SEVEN THOUSAND FIVE HUNDRED AND NO/100----- 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

, do by these presents, Grant, Bargain, Sell and Convey and Confirm unto said parties
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 Bear Lake State of Idaho, bounded
and more particularly described as follows, to-wit:

Township 14 South, Range 43 East of the Boise Meridian:

Section 9: Beginning at a point 4945 feet East of the West Quarter
corner of said Section 9, said point being on the meri-
dian center line of said Section 9, and running
thence North 1320 feet to the Northerly right of way line
of the Paris Canyon Road;
thence across said road to the Southerly right of way line
of said road West 126.07 feet;
thence along said Southerly line of said Paris Canyon Road
North 68°16'08" West 430 feet;
thence along said Road North 82°18'47" West 99.44 feet;
thence South 1492.51 feet to the South line of the NE¼ of
said Section 9;
thence along said line East 624.06 feet,
to the point of beginning.
EXCEPT THEREFROM, any portion lying within the right of way
of old railroad which is being used as permanent right of way.
ALSO EXCEPT THEREFROM, all oil, gas and mineral rights pertaining
to the above described premises.
TOGETHER with all water and water rights thereunto appertaining.

Together with all and singular, the tenements, hereditaments and appurtenances therunto 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 therunto incident
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 the quiet and peaceable possession
of the said parties 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 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 hand & seal
the day and year first above written.
Signed, Sealed and Delivered in the Presence of

George A. Toelcke (Seal)
Teri J. Toelcke (Seal)
(Seal)
(Seal)

Toelcke
to Archer

STATE OF IDAHO
County of Caribou

On this 18th day of August in the year 1980, before me
the undersigned, a Notary Public in and for said County and State, personally appeared
George A. Toelcke and Teri J. Toelcke, 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.

Leonard O. Kingford
Notary Public.

Residence and P. O. Address: Soda Springs, Idaho.

My Commission expires: Lifetime.



Toelcke &
to Archer

WARRANTY DEED

George A. Toelcke and
Teri J. Toelcke

TO

Ronald L. Archer and
Virginia L. Archer

Ronald L. Archer
7511 Southwest 147 Court
Miami, Florida 33193

Dated July 22, 1980

STATE OF IDAHO,

County of Bear Lake

ss.

I hereby certify that this instrument was filed for
record at the request of
Caribou Title Company

at _____ minutes past _____

o'clock P. M., this _____ day

of _____ July _____ A. D. 1983

in my office and duly recorded in _____ the Micro
film Records of said
County.

Ex-Office Recorder.

By _____ Deputy.

Fee, \$4.00

NOT COMPLETED, AND PROBABLY NEVER

D E E D

THIS DEED, made this 11th day of November 1986, by and between RONALD L. ARCHER and VIRGINIA L. ARCHER, husband and wife, Grantors, parties of the first part; and VIRGINIA L. ARCHER, as and for her sole and separate equitable estate, Grantee, party of the second part;

W I T N E S S E T H:

That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties of the first part hereto do hereby bargain, grant, sell and convey with GENERAL WARRANTY of Title to the party of the second part, as and for her sole and separate equitable estate, in fee simple, all of that certain lot or parcel of land, together with improvements thereon situate, lying and being in the County of Bear Lake, State of Idaho, and more particularly described as follows:

Bear Lake County, Idaho: Township 14 South, Range 43 East of the Boise Meridian: Section 9: Beginning at a point 4945 feet East of the West Quarter corner of said Section 9, said point being on the meridional center line of said Section 9, and running thence North 1320 feet to the Northerly right of way line of the Paris Canyon Road; thence across said road to the Southerly right of way line of said road West 126.07 feet; thence along said Southerly line of said Paris Canyon Road North 68° 16' 08" West 430 feet; thence along said Road North 82° 18' 47" West 99.44 feet; thence South 1492.51 feet to the South line of the NE quarter of said Section 9; thence along said line East 624.06 feet, to the point of beginning. EXCEPT THEREFROM, any portion lying within the right of way of old railroad which is being used as permanent right of way.

AND BEING the same property conveyed to the Grantors by Deed dated Aug 18, 1980, and recorded Aug 19, 1980, in Deed Book at Page , among the aforesaid land records, INSTRUMENT NO. 122449.

Return to:
LAW OFFICES OF DAVID L. DUFF
10390-A Democracy Lane
Fairfax, VA 22030
(703) 591-7474

-1-

143518

STATE OF IDAHO	
County of Bear Lake	
Date	<u>Apr 8 1987</u>
Time	<u>9:47 AM</u>
Deputy	<u>Joan P. Eborn</u>
Clerk	<u>Joan P. Eborn</u>
Fee	<u>12.00</u>

Grantees' Address: 2507 Easie Street
Oakton, VA 22124

This Deed is recorded pursuant to the terms of a Property Settlement Agreement dated November 11, 1986, between the parties hereto.

**Gabriel, Duff
and Griggs**
ATTORNEYS AT LAW
MILLER SQUARE
6823 OLD DOMINION DRIVE
MILLER, VIRGINIA 22101
(703) 760-5344

*Archer 2
to Archer 2*

~~This conveyance is made subject to all easements,~~
restrictions, rights-of-way, covenants and conditions
contained in the deeds forming the chain of title to this
property.

The said parties of the first part covenant that they
have the right to convey the said land to the party of the
second part; that they have done no act to encumber the
same; that the said party of the second part shall have
quiet possession of said land, free from all encumbrances;
and that they, the said parties of the first part, will
execute such further assurances of title to the said land as
may be required.

WITNESS the following signatures and seals:

Ronald L. Archer (SEAL)
RONALD L. ARCHER

Virginia L. Archer (SEAL)
VIRGINIA L. ARCHER

STATE OF VIRGINIA)
COUNTY OF FAIRFAX) to wit:

I, the undersigned, a Notary Public in and for the
State of Virginia, do hereby certify that RONALD L. ARCHER,
whose name is signed to the foregoing Deed bearing the date
of the 11th day of November, 1986, has personally
appeared before me and acknowledged the same in my State and
County aforesaid.

GIVEN under my hand and seal this 17th day of
November, 1986.

[Signature]
Notary Public

My commission expires: 2.7.87

STATE OF VIRGINIA)
COUNTY OF FAIRFAX) to wit:

I, the undersigned, a Notary Public in and for the
State of Virginia, do hereby certify that VIRGINIA L.
ARCHER, whose name is signed to the foregoing Deed bearing
the date of the 11th day of November, 1986, has
personally appeared before me and acknowledged the same in
my State and County aforesaid.

GIVEN under my hand and seal this 17th day of
November, 1986.

[Signature]
Notary Public

My commission expires: 2.7.87

WHEN RECORDED MAIL TO:

DURLIN M. CLOW
2720 NO. 850 EAST
NORTH OGDEN, UT 84414

WARRANTY DEED

19880195

Virginia L. Archer,

grantor,

Archer Clow
of ST. LOUIS, State of MISSOURI,
hereby CONVEY and WARRANT to
Durlin M. Clow And Irene Clow,
Husband And Wife,
of NORTH OGDEN, County of WEBER, State of UTAH,
for the sum of Ten dollars and other good and valuable consideration,

grantee,

the following tract of land in BEAR LAKE County, State of Idaho, to-wit:

to TOWNSHIP 14 SOUTH, RANGE 43 EAST OF THE BOISE MERIDIAN:

Section 9: Beginning at a point 4945 feet East of the West Quarter Corner of said Section 9, said point being on the meridional center line of said Section 9, and running thence North 1320 feet to the Northerly right of way line of the Paris Canyon Road; thence across said road to the Southerly right of way line of said road West 126.07 feet; thence along said Southerly line of said Paris Canyon Road North 68°16'08" West 430 feet; thence along said Road North 82°18'47" West 99.44 feet; thence South 1492.51 feet to the South line of the Northeast Quarter of said Section 9; thence along said line East 624.06 feet; to the point of beginning. EXCEPT THEREFROM, any portion lying within the right of way of old railroad which is being used as permanent right of way.

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 they are fee simple owners of the said premises; that they are free from all incumbrances. Subject to easements restrictions and rights of way existing at the time of recording of this instrument and thereafter.

WITNESS the hand of said grantor, this 15 day of September, 1988.

Virginia L. Archer
VIRGINIA L. ARCHER

STATE OF
COUNTY OF

On the 16 day of September, 1988, personally appeared before me
VIRGINIA L. ARCHER,

the signer(s) of the foregoing instrument, who duly acknowledged to me that they executed the same.

OFFICIAL SEAL
YLANDA K. McCawley
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/25/92

Ylanda K. McCawley
Notary Public



COMMONWEALTH
LAND TITLE INSURANCE COMPANY
A Reliance Group Holdings Company

COMMITMENT FOR TITLE INSURANCE

Commitment No.

817- 732954

SCHEDULE A

File No.

19880155

1. Effective Date: **25th** day of **August 1988**, at **3:30 A.** M.

2. Policy or Policies to be issued:

Amount

(a) ☒ ALTA Owner Policy, Form B - 1970 (Rev. 10-17-70 and 10-17-84) \$ **15,000.00**

Proposed Insured:

VERLAIN M. CLOW and LARSEN CLOW

(b) ☐ ALTA Loan Policy - 1970 (Rev. 10-17-70 and 10-17-84)

\$ _____

Proposed Insured:

☐ Conv ☐ FHA ☐ VA

3. The estate or interest in the land described or referred to in the Commitment and covered herein is and is at the effective date hereof vested in

VIRGINIA L. ARCHER, as her sole and separate property

4. The land referred to in this Commitment is situated in the County of **Dear Lake** State of **Idaho**, and described as follows:

TOWNSHIP 14 SOUTH, RANGE 43 EAST OF THE BOISE MERIDIAN;

Section 9: Beginning at a point 4945 feet East of the West Quarter Corner of said Section 9, said point being on the meridional center line of said Section 9, and running thence North 1320 feet to the northerly right of way line of the Paris Canyon Road; thence across said road to the southerly right of way line of said road West 126.07 feet; thence along said southerly line of said Paris Canyon Road North 68°16'06" East 430 feet; thence along said Road North 82°19'47" West 99.64 feet; thence South 1492.51 feet to the South line of the Northeast Quarter of said Section 9; thence along said line East 624.06 feet; to the point of beginning. EXCEPT THEREFROM, any portion lying within the right of way of old railroad which is being used as permanent right of way.

Countersigned: _____

Authorized Officer or Agent

Valid Only If Schedule B and Cover Are Attached

Schedule B -- Section 1

The following are the requirements to be complied with:

1. Instrument creating the estate or interest to be insured must be executed and filed for record, to-wit:

Warranty Deed from Virginia L. Archer to Durlin M. Clow and Irene Clow, conveying the premises described in Schedule A hereof, in fee simple, free and unencumbered.

2. Pay the full consideration to, or for the account of, the grantors or mortgagors.
3. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.
5. Pay and have released of record a Deed of Trust securing an indebtedness of \$5,000.00 plus interest, dated 11 November 1986 and recorded 13 April 1987 as Microfilm Instrument #143556, records of Bear Lake County, Idaho.
Grantor: VIRGINIA L. ARCHER
Trustee: PAUL B. WARD and LANE R. GABELER
Beneficiary: RONALD L. ARCHER

Schedule B -- Section 2

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. General taxes for the year 1987 are delinquent in the amount of \$197.64 plus interest and penalties. General taxes for the year 1988 and subsequent years are accruing liens, not yet due or payable.
NOTE: Bear Lake County Tax Parcel 44510.06

7. Subject to easements for roads, ditches, power and transmission lines, as the same now exist.

8. Warranty Deed dated 06 August 1977, whereby Grantor retained all Oil, Gas, and Mineral Rights; recorded 11 July 1983 as Microfilm Instrument #131594, records of Bear Lake County, Idaho.
Grantor: WILLIAM A. FROELER
Grantee: GEORGE A. TOELCKE and TERI J. TOELCKE, husband and wife

9. Mining Lease dated 26 October 1972 and recorded 15 May 1978 as Microfilm Instrument #115335, records of Bear Lake County, Idaho.
Lessor: WILLIAM A. FROELER
Lessee: EARTH SCIENCES, INC.

10. Mortgage and Security Agreement securing an indebtedness of \$800,000.00 plus interest, dated 07 August 1981 and recorded 07 August 1981 as Microfilm Instrument #125629, records of Bear Lake County, Idaho.
Mortgagor: EARTH SCIENCES, INC., a Colorado Corporation
Mortgagees: RAMON E. BISQUE, DUANE N. BLOOM, and DOUGLAS N. STEVENS

continued

NOTE: EXCEPTION WILL NOT APPEAR IN THE MORTGAGE POLICY TO BE ISSUED HEREUNDER.

The Owner's Policy of title insurance committed for in this Commitment, if any, shall contain, in addition to the Items set forth in Schedule B -- Section 2, the following Items:

(1) The Deed of Trust, if any, required under Schedule B -- Section 1, Item (b). (2) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof. (3) Any and all unpaid taxes, assessments and unredeemed tax sales.



File No. 19080195

Policy No. 817-732954

11. Oil and Gas Lease dated 10 April 1986 and recorded 28 May 1986 as
Microfilm Instrument #140742, records of Bear Lake County, Idaho.

Lessor: WILLIAM A. PROERER

Lessee: JACEE CORPORATION

NOTE: In the event this transaction fails to close, a cancellation
fee may be charged for services rendered in accordance with our
schedule.