

RECEIVED

JAN 23 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?
34-890BOK	Yes ☒	Yes ☐		Yes ☐	Yes ☐
34-890B 34-14495	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Mary Keith Johnson
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Joshua & Amanda Hansen
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- Mailing address: 2673 N 3520 W City: Moore State: ID ZIP: 83255
Telephone: 208-221-3923 Email: echo24@hotmail.com
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 # 34-890B

8. Signature: [Signature] Title, if applicable: _____ Date: 1-23-15
 Signature: Amanda Hansen Title, if applicable: _____ Date: 1/23/2015

For IDWR Office Use Only:

Received by: [Signature] Date: 1/23/2014 Receipt No. E040582 Receipt Amt. \$100.-
 Active in the Water Supply Bank? Yes ☐ No ☒ If yes, forward to the State Office for processing
 Name on W-9: _____ Approved by: [Signature] Processed by: [Signature] W-9 received? Yes ☐ No ☐
 Date: 4/30/2015



Order Number: 5777LRT

NO. 0052091
RECORDED

NOV 13 2014

Warranty Deed

A.M. 1:30 P.M.
BUTTE COUNTY RECORDER
[Signature]

For value received,

Weston L. Gamett and Chandos L. Gamett, husband and wife,

the grantor, does hereby grant, bargain, sell, and convey unto

Joshua Hansen and Amanda Hansen, husband and wife, as community property with right of survivorship,

whose current address is **2673 N. 3520 W., Moore, ID 83255**

the grantee, the following described premises, in **Butte County, Idaho**, to wit:

See attached Exhibit A

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

11/12/14
Date

[Signature]
Weston L. Gamett

[Signature]
Chandos L. Gamett

State of Idaho

ss.

County of Butte

On this 12 day of November in the year of 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Weston L. Gamett and Chandos L. Gamett, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

[Signature]
Notary Public
Residing at: Arco, Idaho
My Commission Expires: 6-5-2015

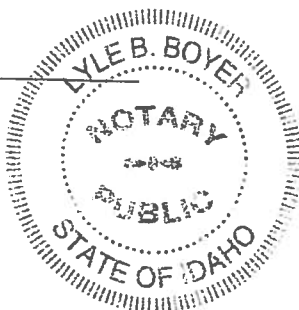


Exhibit A

Township 4 North, Range 26 East of the Boise Meridian, Butte County, Idaho described as:

Section 19: Part of the NW1/4NE1/4 of said Section described as:

Commencing at the Northeast corner of Section 19, said point being a 1/2" iron rod;
thence S 89°40'39" W, 1313.04 feet along the North line of said Section 19 to the East 1/16 line (Northeast corner of the NW1/4NE1/4);

thence S 00°07'17" W, 974.20 feet along the East line of said NW1/4NE1/4 to the Point of Beginning;

thence continuing along said East line S 00°07'17" W, 330.34 feet to the Northeast 1/16 corner (Southeast corner of the NW1/4NE1/4);

thence S 89°29'26" W, 1319.49 feet to the Southwest corner of said NW1/4NE1/4;

thence N 00°24'07" E, 330.39 feet along the West line of said NW1/4NE1/4;

thence N 89°29'26" E, 1317.87 feet parallel with the South line of said NW1/4NE1/4 to the Point of Beginning.

SUBJECT TO a county road right-of-way along the East side and also being subject to the Harger-Sullivan Canal also known as the Moore Canal right-of-way.

JH JH

Caribou County Sun

P.O. Box 815
Soda Springs, Idaho 83276

Phone: (208) 547-3260

FAX: (208) 547-4422

RECEIVED

FEB 23 2015

Department of Water Resources
Eastern Region

FAX COVER SHEET

TO:

Jonie Barg
Idaho Dept. of Water Resources
Fax (208) 525-7177

FROM:

Amanda Hansen
2673 N 3520 W Moore, ID 83255
(208) 221-3923

Pages (including cover)

21

Date

2/21/15

If you do not receive all pages, please call: 1-208-547-3260 Caribou County Sun

Comments:

Title
History

THANK YOU

Attn: Jonie Barg



Department of Water Resources

900 North Skyline Drive, Suite A, Idaho Falls, ID 83402-1718
www.idwr.idaho.gov

JONIE BARG
OFFICE SPECIALIST II
WATER RESOURCES
PHONE (208) 525-7161
FAX (208) 525-7177
jonie.barg@idwr.idaho.gov

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

1/23/2015

Water Right 34-890B

RECEIVED

FEB 23 2015

Department of Water Resources
Eastern Region

Owner Type
Current Owner

Name and Address
MARY KEITH JOHNSON
2654 N 25TH E
IDAHO FALLS, ID 83401
(208)522-8168

Priority Date: 6/1/1889

Basis: Decreed

Status: Active

Source

BIG LOST RIVER

Tributary
SINKS

Beneficial Use

IRRIGATION

From **To**
5/01 10/15

Diversion Rate

0.544 CFS

Volume

Total Diversion

0.544 CFS

Source and Point(s) of Diversion

BIG LOST RIVER

NWSESE

Sec. 4, Twp 05N, Rge 26E, BUTTE County

Place Of Use

IRRIGATION within BUTTE County

T04N R26E S19	NWNE	28.0
POU Total Acres:		28.0

Conditions of Approval:

1. S34 THE PERIOD OF USE FOR IRRIGATION DESCRIBED ABOVE MAY BE EXTENDED IN SEASONS OF UNUSUAL CHARACTERISTICS TO A BEGINNING DATE OF 04-20 AND AN ENDING DATE OF 10-31 AT THE DISCRETION OF THE DIRECTOR OF THE IDAHO DEPARTMENT OF WATER RESOURCES.
2. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
3. WATER IS DELIVERED THROUGH MOORE DIVERSION.


TitleOne
a title & escrow co.
Order Number: 5777LRT

RECEIVED
FEB 23 2015
Department of Water Resources
Eastern Region

NO. 0052091
RECORDED

NOV 13 2014

A.M. 1:30 P.M.
BUTTE COUNTY RECORDER

Warranty Deed

For value received,

Weston L. Gamett and Chandos L. Gamett, husband and wife,

the grantor, does hereby grant, bargain, sell, and convey unto

Joshua Hansen and Amanda Hansen, husband and wife, as community property with right of survivorship,

whose current address is **2673 N. 3520 W., Moore, ID 83255**

the grantee, the following described premises, in **Butte County, Idaho**, to wit:

See attached Exhibit A

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

11/12/14
Date


Weston L. Gamett

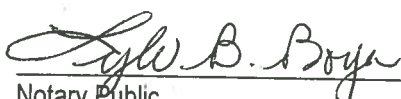

Chandos L. Gamett

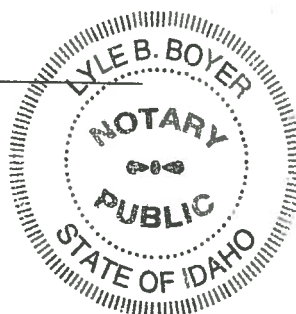
State of Idaho

ss.

County of Butte

On this 12 day of November in the year of 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Weston L. Gamett and Chandos L. Gamett, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.


Notary Public
Residing at: Arco, Idaho
My Commission Expires: 6-5-2015



COPY

NO. 0045359
RECORDED

FEB 04 2008

A.M. 2:30 P.M.
BUTTE COUNTY RECORDER
[Signature]

WARRANTY DEED

080339BU / 5777LRT

For Valuable Consideration Received:

JAKE W. REYNOLDS AND LAURA L. REYNOLDS, HUSBAND AND WIFE,

the Grantors do hereby grant, bargain, sell, convey and warrant unto

WESTON GAMETT AND CHANDOS L. GAMETT, HUSBAND AND WIFE

the Grantees whose current address is:

2394 Highway Drive, Arco, ID 83213

the following described premises, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that said premises are free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

Jake W. Reynolds
Jake W. Reynolds

01-31-08
Date

Laura L. Reynolds
Laura L. Reynolds

STATE OF IDAHO)
)ss.
COUNTY OF BUTTE)

On this 31st day of January, 2008, before me, the undersigned, a Notary Public, in and for said State, personally appeared **JAKE W. REYNOLDS AND LAURA L. REYNOLDS**, known to me, and/or identified to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL

[Signature]

Pg 1

EXHIBIT "A"

Part of the NW1/4NE1/4 of Section 19, Township 4 North, Range 26 East of the Boise Meridian, Butte County, Idaho, described as:

Commencing at the Northeast corner of Section 19, said point being a 1/2" iron rod; thence S 89°40'39" W, 1313.04 feet along the North line of said Section 19 to the East 1/16 line (Northeast corner of the NW1/4NE1/4); thence S 00°07'17" W, 974.20 feet along the East line of said NW1/4NE1/4 to the POINT OF BEGINNING; thence continuing along said East line S 00°07'17" W, 330.34 feet to the Northeast 1/16 corner (Southeast corner of the NW1/4NE1/4); thence S 89°29'26" W, 1319.49 feet to the Southwest corner of said NW1/4NE1/4; thence N 00°24'07" E, 330.39 feet along the West line of said NW1/4NE1/4; thence N 89°29'26" E, 1317.87 feet parallel with the South line of said NW1/4NE1/4 to the POINT OF BEGINNING.

Parcel is subject to a county road right of way along the East side and also being subject to the Harger-Sullivan Canal also known as the Moore Canal right of way.

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
168 West Pacific/P.O. Box 868
Blackfoot, ID 83221

NO. 0043795
RECORDED
NOV 21 2006

A.M. 12:58
BUTTE COUNTY RECORDER

Ruth S. McPherson

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: 188349-B (vb)

Date: November 13, 2006

For Value Received, **Mary Keith Johnson**, also shown of record as **Keith Waddoups**, as her sole and separate property, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Jake W. Reynolds and Laura L. Reynolds, husband and wife**, hereinafter called the Grantee, whose current address is **387 East 525 North, Firth, ID 83236**, the following described premises, situated in **Butte County, Idaho**, to-wit:

**TOWNSHIP 4 NORTH, RANGE 26 E.B.M., BUTTE COUNTY, IDAHO
SECTION 19: NW $\frac{1}{4}$ NE $\frac{1}{4}$, EXCEPT BEGINNING AT THE NE CORNER OF SAID NW $\frac{1}{4}$ NE $\frac{1}{4}$,
THENCE SOUTH 160 FEET TO A POINT; THENCE WEST APPROXIMATELY 575 FEET TO THE
EAST BANK OF THE HARGER-SULLIVAN CANAL, ALSO KNOWN AS THE MOORE CANAL;
THENCE IN A NORTHEASTERLY DIRECTION TO A POINT WHERE THE SAID EAST BANK OF
SAID CANAL INTERSECTS THE NORTH BOUNDARY OF SAID SECTION 19; THENCE EAST TO
THE POINT OF BEGINNING.**

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.

43795

Date: 11/13/2006

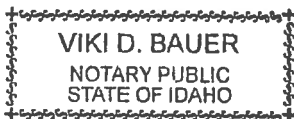
Warranty Deed
- continued

File No.: 188349-B (vb)

Mary Keith Johnson
Mary Keith Johnson

STATE OF Idaho)
SS.
COUNTY OF Bingham)

On this **20th day of November, 2006**, before me, a Notary Public in and for said State, personally appeared **Mary Keith Johnson**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Viki D. Bauer
Notary Public for the State of Idaho
Residing at: Blackfoot, ID
My Commission Expires: 03/29/08

RECEIVED

MAY 23 2005

Kirk B. Hadley (ISB No. 3864)
RACINE, OLSON, NYE,
BUDGE & BAILEY, CHARTERED
P.O. Box 1391
Pocatello, Idaho 83204-1391
Telephone: (208)232-6101
Fax: (208)232-6109

Attorney for the Plaintiff

STATE OF IDAHO
COUNTY OF BUTTE } ss.

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

Dated November 7, 2006

Dea J. Daniel Deputy Court Clerk
District Court 7th Judicial Dist.
Butte County, Arco, Idaho

FILED IN CHAMBERS AT BLACKFOOT,
BINGHAM COUNTY, IDAHO

May 19, 2005 AT

James C. Herndon
JAMES C. HERNDON
District Judge

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE

STATE OF IDAHO IN AND FOR THE COUNTY OF BUTTE

KEITH WADDOUPS, now known as
MARY KEITH JOHNSON

Plaintiff,

vs.

RALPH C. WADDOUPS and FERN
WADDOUPS, husband and wife, and
GRANT WADDOUPS; any and all
unknown heirs or devisees of RALPH C.
WADDOUPS, FERN WADDOUPS, and
and GRANT WADDOUPS; and any
other unknown person claiming any
right, title or interest in certain real
property described as: Township 4 North,
Range 26 E.B.M., Butte County, Idaho
Section 19: NW 1/4 NE1/4, Except
Beginning at the NE corner of said NW 1/4
NE 1/4, thence South 160 feet to a point;
thence West approximately 575 feet to the
East bank of the Harger-Sullivan Canal,
also known as the Moore Canal; thence in a
Northeasterly direction to a point where the
said East bank of said Canal intersects the
North Boundary of said Section 19; thence
East to the point of beginning.

Defendants.

Case No. CV-05-29

JUDGMENT AND DECREE QUIETING
TITLE TO REAL PROPERTY

NO. 0043757
RECORDED

NOV 07 2006

AM 3:06 PM
BUTTE COUNTY RECORDER
Dea J. Daniel

WHEREAS, in this action, it appears from the record that the above-captioned Defendants were served with process by publication of Summons pursuant to the Order of this Court and according to the rules and statutes of the State of Idaho; Defendants have failed to appear, answer or otherwise defend against Plaintiff's Verified Complaint; the legal time for answering or otherwise defending having expired; and that Default has been properly entered against Defendants.

Based upon the Motion and demand of Plaintiff, her Verified Complaint, and the entirety of the record and evidence presented herein, Plaintiff is entitled to a Judgment and Decree Quietening Title to the subject real property as a matter of law.

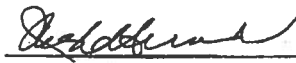
WHEREFORE, by virtue of the law and by reason of the premises aforesaid;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that title to the following described real property be and is hereby vested in Keith Waddoups, now known as Mary Keith Johnson, to-wit:

Township 4 North, Range 26 E.B.M., Butte County, Idaho Section 19: NW 1/4 NE1/4, Except Beginning at the NE corner of said NW 1/4 NE 1/4, thence South 160 feet to a point; thence West approximately 575 feet to the East bank of the Harger-Sullivan Canal, also known as the Moore Canal; thence in a Northeasterly direction to a point where the said East bank of said Canal intersects the North Boundary of said Section 19; thence East to the point of beginning.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Keith Waddoups, now known as Mary Keith Johnson, shall have quiet title and full possession, use and occupancy of the above-described real property free and clear from any and all rights, title, interests or claims of any person, heir, devisee, or entity, whether known or unknown, of legal, equitable, or any other nature whatsoever.

DATED this 24th day of May, 2005.



District Judge

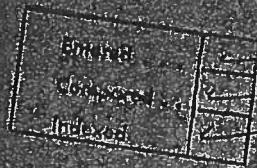
CLERK'S CERTIFICATE OF MAILING

I HEREBY CERTIFY that I mailed a true, correct and conformed copy of the foregoing document to be served by U.S. first-class mail, postage prepaid, upon the following unless a different method of service is indicated:

Kirk B. Hadley
P. O. Box 1391
Pocatello, Idaho 83204-1391

on this 25 day of May, 2005.

De Ann Jensen
CLERK OF THE COURT Deputy Clerk



No. 18977

FILED

DEC 1 1986

3:00 PM

NOTTE COUNTY RECORDER
Glass Whitehead

PRENUPTIAL AGREEMENT

THIS AGREEMENT is made and entered into this 26th day of November, 1986, between LIN H. JOHNSON, of Rt. 2 Box 172, Idaho Falls, Idaho 83401, (herein "Lin"), and MARY K. WADDOUPS, of 1631 Garnet, Pocatello, Idaho 83202, (herein "Mary").

WITNESSETH:

RECITALS:

A. The parties contemplate marriage under the laws of the State of Idaho on Saturday, November 29, 1986.

B. In consideration of the marriage contract between them and in order to promote a long-lasting and harmonious marriage, the parties now desire to define their respective property rights in the event of death, or a dissolution of their marriage, or their entry into a legal separation.

C. Each party has consented and agreed that after their marriage, the other party shall have the sole and absolute control of his or her assets, property and estate, whenever and wherever acquired, and may freely dispose of the same by gift, sale, testamentary disposition or otherwise, free of any claim to or rights in the same of the other, except as may be otherwise provided for by this Agreement.

D. Each party has made full disclosure to the other party of his or her present separate property interests, schedules of such property being attached hereto and made a part hereof.

69

D. Each party realizes that they have the right to be represented by an attorney of their choice and have this Agreement reviewed by such attorney.

E. The parties intend that this agreement shall be binding and fully effective in all details as contained herein in all states, counties, territories or other jurisdictions in which they may hereafter reside or either may own property.

F. For identification purposes, each of the parties hereto identify their respective children who would be the anticipated objects of his or her respective bounties as of the date of his or her death.

Lin's Children: Barry Johnson, Robin Johnson Haack, Bradley Johnson, Drew Johnson, Travis Johnson, and Todd Johnson.

Mary's Children: Michael Waddoups, Kent Waddoups, Joyce Waddoups Christensen and David Waddoups.

NOW, THEREFORE, in consideration of the above recitals and of the mutual promises and agreements contained herein, and in consideration of the marriage contemplated by the parties, the parties agree as follows:

1. FULL DISCLOSURE

Each party hereby declares that he or she has made a full disclosure to the other party of his or her present separate property interests and that the same are basically recited on the attached schedules. Each party hereby acknowledges that he or she has ascertained and weighed all of the facts, conditions and circumstances, whether past, present or future, likely to influence

the judgment of each hereby that all matters set forth herein have been fully and satisfactorily explained to each party. Each party has given due consideration to the matters set forth herein and clearly understands and consents to all of the provisions of this agreement. Each is entering into this agreement freely and voluntarily, with full knowledge of all pertinent facts.

2. RETENTION OF SEPARATE PROPERTY RIGHTS

All property of each party, whether real or personal, of whatsoever kind and description, and wherever situated, shall remain and be the sole and separate property of that party by whom such property was possessed, owned or in which such party claimed an interest, prior to the consummation of the said marriage. For reference, but intending that the same not necessarily be all inclusive, there shall be attached hereto the schedules heretofore identified which will identify the properties of the respective parties at and prior to the marriage.

3. RENTS, ISSUES AND PROFITS

All rents, issues, profits, proceeds or earnings of any such separate property shall be and remain the sole and separate property of that party from whose property said rents, issues, profits, proceedings or earnings result.

4. COMMUNITY PROPERTY

Each party to this agreement shall not acquire any interest in the other party's properties and none shall be construed as community property EXCEPT any joint bank account on

which they place their joint names as joint depositors. For this purpose the parties intend to open a "NOW" (regular checking account) and an in "INVESTORS" (savings account with limited checking or withdrawal privileges) at The Bank of Commerce, Idaho Falls, Idaho. All assets in those two accounts at such bank shall be considered the community property of the parties and it is intended that such community property shall pass to the survivor of the parties upon the death of one of them by reason of, among others, the fact that they shall establish the accounts as joint tenancy accounts with right of survivorship in each other. Nothing herein contained, however, shall prevent the parties from hereafter identifying other property as their community property; but if they do so, they will identify it by a statement on the instrument conveying the property to them or by a separate instrument between themselves, asserting that the property is community property. For example, should they acquire any real property which they desire to hold as community property, then on the deed or other acquiring document, they will insert their names as the recipients or grantees thereof, in the following manner: "Lin H. and Mary K. Johnson, as their community property".

5. WAIVER AND RELEASE OF MARITAL RIGHTS

In consideration of the said marriage, each party hereby expressly waives and relinquishes all rights in and to the aforesaid separate property of the other party and its rents, issues, profits, proceeds or earnings both during their lifetimes

and upon the death of the other party. Each party hereto specifically recognizes and acknowledges that under Idaho law (Section 15-2-208 I.C.A.) each and both of the parties hereto may, by this marriage contract, limit and waive their respective rights and each other's property which might arise by the death of one of the parties or by a divorce or separation, and by this paragraph do so intend to limit and waive those rights. Provided, however, either party may devise and bequeath some of his or her property by will to the other party, and in such event this clause shall not be operative.

6. WAIVER OF RIGHT TO ACT AS FIDUCIARY

Each party waives and renounces the right to act as personal representative, guardian, conservator or trustee of the estate of the other party. Provided, however, that neither party shall be disqualified by this waiver to serve and act as personal representative, guardian, conservator or trustee of the other party's estate if so designated or nominated by the other.

7. NECESSARY DOCUMENTS

Each party shall, upon the request of the other, execute, acknowledge and deliver any additional instruments that may be reasonably required to carry out the intention of this Agreement, including such instruments as may be required by the laws of any jurisdiction now in effect or hereinafter enacted, which may affect the property rights of the parties as between themselves or others. If either party desires to sell, mortgage or in any way

deal with his or her property, or any part thereof, the other agrees to join in said deed, mortgage or agreement if required by any lender, purchaser or title company.

8. EFFECTIVE DATE

This Agreement shall take effect only when and if the marriage now contemplated by the parties in fact takes place.

9. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties and no representations or promises have been made except as contained herein. This Agreement may not be terminated, amended or supplemented except by an instrument in writing expressly referring to this Agreement and signed by both parties.

10. BINDING EFFECT

This Agreement shall bind and inure to the benefit of the parties and their respective legal representatives, successors, heirs, grantees and assigns.

11. RECORDING

The parties agree that this instrument or a shortened version thereof shall be recorded in the records of Bonneville, Butte and Bannock Counties, Idaho, where parcels of the real property of one or both of the parties are located, all in order that the requirements of any and all recording statutes which might affect the property involved in this agreement will be complied with.

12. SEVERABILITY

If any provision of this Agreement or any right waived or retained by it shall for any reason be invalid or unenforceable, the other portions of this Agreement shall nevertheless continue in full force and effect.

13. CONTROLLING LAW

This Agreement has been executed in the State of Idaho and shall be construed and enforced in accordance with the laws of that state even though one or both of the parties may now be or hereafter become domiciled in another jurisdiction.

14. CONSTRUCTIONAL RULES

In construing this Agreement, words in any gender shall be deemed to include the other gender and the singular shall be deemed to include the plural and vice versa. The paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in interpreting this Agreement.

IN WITNESS WHEREOF, the parties have executed and acknowledged this Agreement the day and year above written.


LIN H. JOHNSON


MARY K. WADDOUPS

STATE OF IDAHO)
) ss.
County of Bonneville.)

On this 26 day of November, 1986, before
me, And J. Moore, the undersigned, a Notary Public in and for

SCHEDULE 1: Property of Mary K. Waddoups

#18977

12-1-1986

I. REAL PROPERTY

A. Township 4 North, Range 26 E.B.M., Butte County, Idaho.

Section 19: NW1/4NE1/4

Section 18: That part of the Northwest Quarter of the Northeast Quarter located South and East of the present ditch which irrigates it and that part of the Southwest Quarter of the Northeast Quarter and the West Half of the Southeast Quarter located East of the East Bank of the Harger-Sullivan Canal (sometimes called the Moore Canal) excepting therefrom the following tracts:

Parcel I:

That portion of the Northwest Quarter of the Northeast Quarter, Section 19, Township 4 North, Range 26 E.B.M., Butte County, Idaho, described as follows: Beginning at the Northeast corner of said Northwest Quarter of the Northeast Quarter; thence South 160 feet to a point; thence West approximately 575 feet to the East bank of the Harger-Sullivan Canal, also known as the Moore Canal; thence in a Northeasterly direction to a point where the said East bank of said canal intersects the North boundary of said Section 19; thence East to the point of beginning. (Smith)

Parcel II.

That portion of the Southwest Quarter of the Southeast Quarter, Section 18, Township 4 North, Range 26 E.B.M., Butte County, Idaho, described as follows: Beginning at the Southeast corner of said Southwest Quarter of the Southeast Quarter; thence North 1500 feet to a point, which point is also the point where the present ditch which irrigates the parcel crosses the East boundary of the said Southwest Quarter of the Southeast Quarter; thence West to the East bank of the Harger-Sullivan Canal, also known as the Moore Canal; thence in a Southwesterly direction to a point where the East bank of said canal intersects the South boundary line of Section 18; thence East to the point of beginning. (Smith)

Clyde
Smith

Parcel III.

That portion of the Northwest quarter of the Southeast Quarter, Section 18, Township 4 North, Range 26 E.B.M.,

Butte County, described as follows: Beginning approximately 1500 feet North of the Southeast corner of the Southwest Quarter of the Southeast Quarter, Section 18, to the North boundary of an irrigation ditch which irrigates a parcel across County Road in the Northeast Quarter of the Southeast Quarter, Section 18; thence continuing North 1180 feet more or less to the South boundary of Aikele Canal; thence West 300 feet more or less to the Moore Canal; thence Southeasterly along said canal to a point that is 100 feet West of the point of beginning; thence East 100 feet more or less to the point of beginning. (F. Waddoups). Fred Waddoups

Parcel IV:

Township 4 North, Range 26 E.B.M., Butte County, Idaho.

Section 18: That part of the Northwest Quarter of Northeast Quarter located South and East of the present ditch which irrigates it, and that part of the Southwest Quarter of the Northeast Quarter and the West half of the Southeast Quarter located East of the East bank of Harger-Sullivan Canal (sometimes called the Moore Canal). Excepting therefrom any portion thereof that falls within excepted parcels I, II and III above.

- B Lot 10, Block 2, Tiffany Park Subdivision to the City of Pocatello, Idaho, per the recorded plat thereof.

II. PERSONAL PROPERTY

- A. Checking Account #751123-1-0872 at Idaho Bank & Trust in Pocatello, Pine Ridge Mall Office.
- B. Checking Account #751003-5-0379 at Idaho Bank & Trust in Pocatello, Pine Ridge Mall Office.
- C. An interest in an account in the name of Jay L. Christensen (son-in-law) at a credit union in Pocatello, Idaho.
- D. Share account #91516 at Atomic Workers Credit Union in Pocatello, Idaho.
- E. Note #25623 at Atomic Workers Credit Union, Pocatello, Idaho
Note #25628 at Atomic Workers Credit Union, Pocatello, Idaho
Note #25637 at Atomic Workers Credit Union, Pocatello, Idaho
Note #25695 at Atomic Workers Credit Union, Pocatello, Idaho

WARRANTY DEED

THIS INDENTURE, Made this 26 day of Dec., 1961 by and between Roy Waddoups, also known as Royal Waddoups, and Veta Waddoups, husband and wife, of the County of Butte, State of Idaho, the parties of the first part, and Grant Waddoups and Keith Waddoups, husband and wife of the County of Butte, State of Idaho, the parties of the second part.

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

116
176
275
The NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 19; That part of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 18 located South and East of the present ditch which irrigates it, that part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the West Half (W $\frac{1}{2}$) of the SE $\frac{1}{4}$ of Section 18 located East of the East bank of the Harger-Sullivan Canal (Sometimes known as the Moore Canal), Range 26 East of the Boise Meridian, Township 4 North, together with all ditch and water rights thereunto belonging or in any way appertaining.

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

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

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

Roy Waddoups

Veta Waddoups

STATE OF IDAHO)

) ss.

County of Butte)

On this 26 day of Dec., in the year 1961, before me, a Notary Public in and for the State of Idaho, personally appeared Roy Waddoups also known as Royal Waddoups and Veta Waddoups, husband and wife known to me to be the persons whose names are subscribed