

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JAN 09 2015

Department of Water Resources
Eastern Region

Notice of Change in Water Right Ownership

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

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
29-11080	Yes ☐	Yes ☐		Yes ☐	Yes ☐
29-13434	Yes ☐	Yes ☐		Yes ☐	Yes ☐
29-11079	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Della F Johnson Karen M Becker
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Tom and Sandra Johansen
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☒ and/or
1030 Shale Dr Pocatello Id 83204
Mailing address City State ZIP
208-251-3006 Cobalt sandy @ Gmail.com
Telephone Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: 12-31-2014

6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).

7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
 o \$25 per undivided water right.
 o \$100 per split water right.
 o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: Tom Johansen Title, if applicable _____ Date 12-31-2014
Signature: Sandra Johansen Title, if applicable _____ Date 12-31-2014
Signature of new owner/claimant Signature of new owner/claimant

For IDWR Office Use Only:

Received by JB Date 1/4/2014 Receipt No. E0405426 Receipt Amt. \$75.-
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 2/19/2015



OFFICIAL RECORD BK# 986
BANNOCK COUNTY IDAHO

FEE 22.00 DEPUTY DM
RECORDED AT REQUEST C

AmeriTitle - Pocatello Office

21416881

2014 Dec 31 PM 01:25

Electronically Recorded by Simplifile

WARRANTY DEED

Order No.:28319AM

FOR VALUE RECEIVED

Karen M. Becker and Barbara Genta

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Tom Johansen and Sandra Johansen, husband and wife

whose current address is:

1030 Shale Dr.

Pocatello, ID 83204

the grantee(s), the following described premises, in Bannock County, Idaho, TO WIT:

See Attached Legal

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record. And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: December 29, 2014

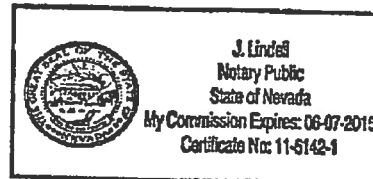
Karen M. Becker
Karen M. Becker
Barbara Genta
Barbara Genta

* State of Nevada ss
County of Clark

On this 30th day of December, 2014, before me, J. Lindell, a Notary Public in and for said state, personally appeared Karen M. Becker, 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 same.

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

J. Lindell
Notary Public for the State of Nevada
Residing at: Clark County
Commission Expires: 6-7-15

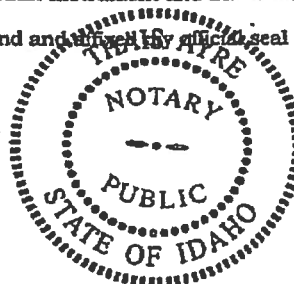


State of Idaho } ss
County of Bannock }

On this 31 day of December, 2014, before me, Thais M. Ayre, a Notary Public in and for said state, personally appeared Barbara Genta, 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 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.

Thais M. Ayre
Notary Public for the State of Idaho
Residing at: Chubbuck
Commission Expires: 6-8-14



Instrument: 21416881 p.

Legal Description:**Parcel 1:**

Northwest ¼ of the Southeast ¼ of Section 20, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho.

Also:

All that portion of the Southwest ¼ of the Northeast ¼ of Section 20, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, lying South of the Bannock Highway and Portneuf Road.

Excepting therefrom the following described property.

Exception No. 1 of Parcel No. 1

BEGINNING at the Southwest corner of the Southwest ¼ of the Northeast ¼, Section 20, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho;
Thence North along the meridional centerline of said Section 20, 207.3 feet to the TRUE POINT OF BEGINNING;
Thence continuing North on said meridional centerline 282.24 feet, more or less, to the Easterly line of Bannock Highway;
Thence North 48°44' East along the said Easterly line, 166.30 feet;
Thence South parallel to and 125.00 feet East of the said meridional centerline 353.0 feet;
Thence South 72°41' West 130.95 feet, more or less, to the TRUE POINT OF BEGINNING.

Exception No. 2 of Parcel No. 1

COMMENCING at the center of Section 20, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, marked by a brass monument;
Thence running North 0°36' East, a distance of 494.00 feet to the right-of-way line of the State of Highway #38;
Thence turning to the right and running North 48°20' East along the said right of way line 455.7 feet;
Thence turning to the left and running on a 8/595° curve with a radius of 666.6 feet and a central angle of 45°14', a distance of 102.3 feet to a point marked by a metal rod, and which is the POINT OF BEGINNING;
Thence continuing along said curve a distance of 398.5 feet to a metal rod;
Thence South 59°28' East, a distance of 254.6 feet along the county road right of way to a metal rod;
Thence South 58°19' West along a fence line a distance of 392.7 feet to a metal rod;
Thence South 53°54' West along a fence line a distance of 46.6 feet to the POINT OF BEGINNING.

Exception No. 3 of Parcel No. 1

A parcel of land described as:

Instrument: 21416881 P;

BEGINNING at the center of Section 20, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, and going North along meridian centerline approximately 489.54 feet;

Thence North $48^{\circ}44'$ East approximately 259.30 feet to the **POINT OF BEGINNING**;

Thence North $48^{\circ}44'$ East along the Southeasterly right of way boundary of Bannock Highway approximately 157.0 feet;

Thence South $41^{\circ}16'$ East approximately 445.75 feet;

Thence South $70^{\circ}39'$ West approximately 167.5 feet;

Thence North $41^{\circ}16'$ West approximately 386.0 feet to the **POINT OF BEGINNING**.

Exception No. 4 of Parcel No. 1

BEGINNING at the center of Section 20, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, and going North along the meridian centerline 489.54 feet, more or less, to the Southeasterly right of way line of Bannock Highway;

Thence North $48^{\circ}44'$ East along said right of way line 461.61 feet to a point of curvature;

Thence Northeasterly along the curve to the left having a radius of 666.6 feet and a central angle of $45^{\circ}14'$, a distance of 94.20 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said curve 8.1 feet;

Thence North $54^{\circ}18'$ East along fence line a distance of 46.6 feet;

Thence North $58^{\circ}43'$ East along a fence line, 81.38 feet;

Thence South $45^{\circ}00'$ East 190.2 feet;

Thence South $48^{\circ}44'$ West 147.0 feet;

Thence North $41^{\circ}16'$ West, 206.33 feet, more or less, to the **TRUE POINT OF BEGINNING**.

Exception No. 5 of Parcel No. 1

A parcel of land **BEGINNING** at the center of Section 20, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, and going North along meridian centerline approximately 489.54 feet;

Thence North $48^{\circ}44'$ East approximately 416.30 feet to the **POINT OF BEGINNING**.

Thence North $48^{\circ}44'$ East approximately 139.0 feet along Southeasterly right of way boundary of Bannock Highway;

Thence South $41^{\circ}16'$ East approximately 509.7 feet;

Thence South $73^{\circ}35'$ West approximately 153.1 feet;

Thence North $41^{\circ}16'$ West approximately 445.75 feet, to the **POINT OF BEGINNING**.

Exception No. 6 of Parcel No. 1

BEGINNING at the center of Section 20, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, and going North along meridian center line approximately 489.54 feet;

Thence North $48^{\circ}44'$ East approximately 689.30 feet along the Southeasterly right of way boundary of Bannock Highway;

Thence South $45^{\circ}0'$ East approximately 382.5 feet to the **POINT OF BEGINNING**;

Thence South $45^{\circ}0'$ East approximately 197.5 feet;

Thence South $71^{\circ}13'$ West approximately 181.5 feet;

Thence North $41^{\circ}16'$ West approximately 128.2 feet;

Thence North $48^{\circ}44'$ East approximately 157.0 feet to the **POINT OF BEGINNING**.

Instrument: 21416881 P:

Exception No. 7 of Parcel No. 1

BEGINNING at the center of Section 20, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, and going North along the meridian center line approximately 489.54 feet;
Thence North 48°44' East approximately 166.30 feet to the **POINT OF BEGINNING**;
Thence North 48°44' East approximately 93.0 feet along the Southeasterly right of way boundary of Bannock Highway;
Thence South 41°16' East approximately 386.0 feet;
Thence South 68°50' West 347.5 feet;
Thence North 0° East approximately 353.0 feet to the **POINT OF BEGINNING**.

Exception No. 8 of Parcel No. 1

BEGINNING at the center of Section 20, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, and going North along the meridian center line approximately 489.54 feet;
Thence North 48°44' East approximately 689.30 feet along the Southeasterly right of way boundary of Bannock Highway;
Thence South 45°0' East approximately 201.0 feet to the **POINT OF BEGINNING**;
Thence South 45°0' East approximately 181.5 feet;
Thence South 48°44' West approximately 157.00 feet;
Thence North 41°16' West approximately 181.5 feet;
Thence North 48°44' East approximately 147.0 feet to the **POINT OF BEGINNING**.

Also except:

A parcel of land located in the Southwest ¼ of the Northeast ¼ of Section 20, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, more particularly described as follows:

BEGINNING at the Southeast corner of Lot 3, Cottontail Ridge Subdivision, amended plat (a subdivision recorded in Bannock County, December 20, 1982, as Instrument No. 699734, page 32, Book 11 of plats).
Thence North 44°19'04" West, 319.37 feet along the Easterly boundary of said Lot 3 to the Southwest corner of the lands described in Instrument No. 672289;
Thence North 57°30'35" East, 326.43 feet (recorded as North 57°55'45" East, 325.70 feet) along the Southerly boundary of the said lands described in Instrument No. 671189 to a point in the Westerly right of way line of Portneuf Road;
Thence South 48°30'46" East along the said right of way line of Portneuf Road, 273.97 feet;
Thence South 26°59'27" West, 84.95 feet to a point in an existing fence line;
Thence South 56°10'42" West along the said fence line 263.48 feet to the **POINT OF BEGINNING**.

Also Except:

A tract of land in the Southwest ¼ of the Northeast corner of Section 20, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, more particularly described as follows:

Instrument: 21416881 P:

COMMENCING at the center $\frac{1}{4}$ corner of Section 20, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho;
Thence North on the meridional centerline 489.54 feet, more or less, to the Southeasterly right of way line of Bannock Highway;
Thence North $48^{\circ}44'$ East along the said right of way line, 461.61 feet;
Thence Northeasterly along a curve to the left having a radius of 666.6 feet, for a distance of 102.30 feet;
Thence North $54^{\circ}18'$ East, 46.6 feet; Thence North $58^{\circ}43'$ East, 81.38 feet to the TRUE POINT OF BEGINNING;
Thence North $58^{\circ}43'$ East 309.25 feet, more or less, to the Southwesterly right of way line of Portneuf Road; Thence South $48^{\circ}09'20''$ East on the said Southwesterly right of way line, 250 feet Thence South $57^{\circ}55'45''$ West 325.70 feet;
Thence North $44^{\circ}13'45''$ West (on record as North $45^{\circ}00'$ West) 250 feet, more or less, to the TRUE POINT OF BEGINNING.

Also Except:

BEGINNING at the Southeast $\frac{1}{16}$ corner of Section 20, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho; Thence North along the East $\frac{1}{16}$ line of said Section 20, 1,940 feet, more or less, to the Southerly right of way line of the existing Portneuf Road;
Thence North $48^{\circ}38'$ West, 33 feet;
Thence South 452.8 feet;
Thence South $46^{\circ}58'$ West 83.4 feet;
Thence South $07^{\circ}54'$ West, 131.0 feet;
Thence South $63^{\circ}16'$ West 211.6 feet;
Thence North $43^{\circ}02'$ West 10 feet;
Thence South $63^{\circ}16'$ West 20 feet;
Thence South $43^{\circ}02'$ East 10 feet;
Thence South $63^{\circ}16'$ West 87 feet;
Thence South $18^{\circ}14'$ East, 1,242 feet, more or less, to the POINT OF BEGINNING.

Said parcel being in the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho.

Parcel 2:

Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 21, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, .

Except that portion lying North of the Portneuf River and

Also except that portion lying South and West of the present county road.

Also except all that property lying within the boundaries of River View Ranchettes Subdivision, according to the official plat thereof as filed in the office of the Bannock County Recorder under Instrument No. 611960.

After recording please return to:

Order No. 28319AM

DEED OF TRUST

THIS DEED OF TRUST, Made this December 29, 2014 BETWEEN **Tom Johansen and Sandra Johansen, husband and wife** herein called **GRANTOR**, whose address is: 1030 Shale Dr. Pocatello, ID 83204 AND **AmeriTitle, Inc.**, herein called **TRUSTEE**, AND **Karen M Becker and Barbara Genta, both unmarried persons**, herein called **BENEFICIARY**, whose address is 39 Drake Pocatello, ID 83201. WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST WITH POWER OF SALE, that property in the county of Bannock, State of Idaho, described as follows and containing not more than eighty acres:

See Attached Legal

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of \$240,000.00, with final payment due: June 30, 2015 and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay, at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with

interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In Addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the rate of interest specified in the above described promissory note.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligations hereof, may; make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: Reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention upon payment of its fees, Trustee shall reconvey without warranty, the property then held hereunder. The Grantee in such reconveyance may be described as 'the person or persons legally entitled thereto'.

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon and indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder of invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time

then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its Deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the rate specified in the above described promissory note; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein,

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

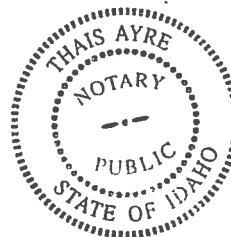
Tom Johansen
Tom Johansen
Sandra Johansen
Sandra Johansen

State of Idaho } ss
County of Bannock }

On this 31 day of December, 2014, before me, Thais M Ayre, a Notary Public in and for said state, personally appeared Tom Johansen and Sandra Johansen, 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 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.

Thais M Ayre
Notary Public for the State of Idaho
Residing at: Chubbuck, ID
Commission Expires: 6-13-17



Legal Description:

Parcel 1:

Northwest ¼ of the Southeast ¼ of Section 20, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho.

Also:

All that portion of the Southwest ¼ of the Northeast ¼ of Section 20, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, lying South of the Bannock Highway and Portneuf Road.

Excepting therefrom the following described property.

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Thence turning to the left and running on a 8/595° curve with a radius of 666.6 feet and a central angle of 45°14', a distance of 102.3 feet to a point marked by a metal rod, and which is the POINT OF BEGINNING;
Thence continuing along said curve a distance of 398.5 feet to a metal rod;
Thence South 59°28' East, a distance of 254.6 feet along the county road right of way to a metal rod;
Thence South 58°19' West along a fence line a distance of 392.7 feet to a metal rod;
Thence South 53°54' West along a fence line a distance of 46.6 feet to the POINT OF BEGINNING.

Exception No. 3 of Parcel No. 1

A parcel of land described as:

BEGINNING at the center of Section 20, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, and going North along meridian centerline approximately 489.54 feet;

Thence North $48^{\circ}44'$ East approximately 259.30 feet to the POINT OF BEGINNING;

Thence North $48^{\circ}44'$ East along the Southeasterly right of way boundary of Bannock Highway approximately 157.0 feet;

Thence South $41^{\circ}16'$ East approximately 445.75 feet;

Thence South $70^{\circ}39'$ West approximately 167.5 feet;

Thence North $41^{\circ}16'$ West approximately 386.0 feet to the POINT OF BEGINNING.

Exception No. 4 of Parcel No. 1

BEGINNING at the center of Section 20, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, and going North along the meridian centerline 489.54 feet, more or less, to the Southeasterly right of way line of Bannock Highway;

Thence North $48^{\circ}44'$ East along said right of way line 461.61 feet to a point of curvature;

Thence Northeasterly along the curve to the left having a radius of 666.6 feet and a central angle of $45^{\circ}14'$, a distance of 94.20 feet to the TRUE POINT OF BEGINNING;

Thence continuing along said curve 8.1 feet;

Thence North $54^{\circ}18'$ East along fence line a distance of 46.6 feet;

Thence North $58^{\circ}43'$ East along a fence line, 81.38 feet;

Thence South $45^{\circ}00'$ East 190.2 feet;

Thence South $48^{\circ}44'$ West 147.0 feet;

Thence North $41^{\circ}16'$ West, 206.33 feet, more or less, to the TRUE POINT OF BEGINNING.

Exception No. 5 of Parcel No. 1

A parcel of land BEGINNING at the center of Section 20, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, and going North along meridian centerline approximately 489.54 feet;

Thence North $48^{\circ}44'$ East approximately 416.30 feet to the POINT OF BEGINNING.

Thence North $48^{\circ}44'$ East approximately 139.0 feet along Southeasterly right of way boundary of Bannock Highway;

Thence South $41^{\circ}16'$ East approximately 509.7 feet;

Thence South $73^{\circ}35'$ West approximately 153.1 feet;

Thence North $41^{\circ}16'$ West approximately 445.75 feet, to the POINT OF BEGINNING.

Exception No. 6 of Parcel No. 1

BEGINNING at the center of Section 20, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, and going North along meridian center line approximately 489.54 feet;

Thence North $48^{\circ}44'$ East approximately 689.30 feet along the Southeasterly right of way boundary of Bannock Highway;

Thence South $45^{\circ}0'$ East approximately 382.5 feet to the POINT OF BEGINNING;

Thence South $45^{\circ}0'$ East approximately 197.5 feet;

Thence South $71^{\circ}13'$ West approximately 181.5 feet;

Thence North $41^{\circ}16'$ West approximately 128.2 feet;

Thence North $48^{\circ}44'$ East approximately 157.0 feet to the POINT OF BEGINNING.

Exception No. 7 of Parcel No. 1

BEGINNING at the center of Section 20, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, and going North along the meridian center line approximately 489.54 feet;

Thence North 48°44' East approximately 166.30 feet to the POINT OF BEGINNING;

Thence North 48°44' East approximately 93.0 feet along the Southeasterly right of way boundary of Bannock Highway;

Thence South 41°16' East approximately 386.0 feet;

Thence South 68°50' West 347.5 feet;

Thence North 0° East approximately 353.0 feet to the POINT OF BEGINNING.

Exception No. 8 of Parcel No. 1

BEGINNING at the center of Section 20, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, and going North along the meridian center line approximately 489.54 feet;

Thence North 48°44' East approximately 689.30 feet along the Southeasterly right of way boundary of Bannock Highway;

Thence South 45°0' East approximately 201.0 feet to the POINT OF BEGINNING;

Thence South 45°0' East approximately 181.5 feet;

Thence South 48°44' West approximately 157.00 feet;

Thence North 41°16' West approximately 181.5 feet;

Thence North 48°44' East approximately 147.0 feet to the POINT OF BEGINNING.

Also except:

A parcel of land located in the Southwest ¼ of the Northeast ¼ of Section 20, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, more particularly described as follows:

BEGINNING at the Southeast corner of Lot 3, Cottontail Ridge Subdivision, amended plat (a subdivision recorded in Bannock County, December 20, 1982, as Instrument No. 699734, page 32, Book 11 of plats).

Thence North 44°19'04" West, 319.37 feet along the Easterly boundary of said Lot 3 to the Southwest corner of the lands described in Instrument No. 672289;

Thence North 57°30'35" East, 326.43 feet (recorded as North 57°55'45" East, 325.70 feet) along the Southerly boundary of the said lands described in Instrument No. 671189 to a point in the Westerly right of way line of Portneuf Road;

Thence South 48°30'46" East along the said right of way line of Portneuf Road, 273.97 feet;

Thence South 26°59'27" West, 84.95 feet to a point in an existing fence line;

Thence South 56°10'42" West along the said fence line 263.48 feet to the POINT OF BEGINNING.

Also Except:

A tract of land in the Southwest ¼ of the Northeast corner of Section 20, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, more particularly described as follows:

COMMENCING at the center $\frac{1}{4}$ corner of Section 20, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho;
Thence North on the meridional centerline 489.54 feet, more or less, to the Southeasterly right of way line of Bannock Highway;
Thence North $48^{\circ}44'$ East along the said right of way line, 461.61 feet;
Thence Northeasterly along a curve to the left having a radius of 666.6 feet, for a distance of 102.30 feet;
Thence North $54^{\circ}18'$ East, 46.6 feet; Thence North $58^{\circ}43'$ East, 81.38 feet to the TRUE POINT OF BEGINNING;
Thence North $58^{\circ}43'$ East 309.25 feet, more or less, to the Southwesterly right of way line of Portneuf Road; Thence South $48^{\circ}09'20''$ East on the said Southwesterly right of way line, 250 feet Thence South $57^{\circ}55'45''$ West 325.70 feet;
Thence North $44^{\circ}13'45''$ West (on record as North $45^{\circ}00'$ West) 250 feet, more or less, to the TRUE POINT OF BEGINNING.

Also Except:

BEGINNING at the Southeast $\frac{1}{16}$ corner of Section 20, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho; Thence North along the East $\frac{1}{16}$ line of said Section 20, 1,940 feet, more or less, to the Southerly right of way line of the existing Portneuf Road;
Thence North $48^{\circ}38'$ West, 33 feet;
Thence South 452.8 feet;
Thence South $46^{\circ}58'$ West 83.4 feet;
Thence South $07^{\circ}54'$ West, 131.0 feet;
Thence South $63^{\circ}16'$ West 211.6 feet;
Thence North $43^{\circ}02'$ West 10 feet;
Thence South $63^{\circ}16'$ West 20 feet;
Thence South $43^{\circ}02'$ East 10 feet;
Thence South $63^{\circ}16'$ West 87 feet;
Thence South $18^{\circ}14'$ East, 1,242 feet, more or less, to the POINT OF BEGINNING.

Said parcel being in the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho.

Parcel 2:

Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 21, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, .

Except that portion lying North of the Portneuf River and

Also except that portion lying South and West of the present county road.

Also except all that property lying within the boundaries of River View Ranchettes Subdivision, according to the official plat thereof as filed in the office of the Bannock County Recorder under Instrument No. 611960.

Close

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

12/22/2014

WATER RIGHT NO. 29-13434

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	KAREN M BECKER 8167 W PORTNEUF RD POCATELLO, ID 83204 (208)233-1875
Current Owner	DELLA F JOHNSON 8173 W PORTNEUF RD POCATELLO, ID 83204 (208)233-0841

Priority Date: 04/01/1967

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
MINK CREEK	PORTNEUF RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	0.07 CFS	
Total Diversion			0.07 CFS	

Location of Point(s) of Diversion:

MINK CREEK|SESWNE|Sec. 20|Township 07S|Range 35E|BANNOCK County

IRRIGATION Use:

Acre Limit: 2.3

Place(s) of use:

Place of Use Legal Description: IRRIGATION BANNOCK County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
07S	35E	20		SWNE	5									
				NWSE	2.3									

Total Acres: 7.3

Conditions of Approval:

1. 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.
2. K06 THIS RIGHT IS LIMITED TO THE IRRIGATION OF 2.3 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
3. E51 USE OF THIS RIGHT WITH RIGHT NO. 29-11079 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 0.15 CFS.

Dates:

Licensed Date:

Decreed Date: 03/22/2004

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector: OR

Water District Number: 29D

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Combined Acres Limit:

Combined Volume Limit:

Combined Rate Limit: 0.15

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Close

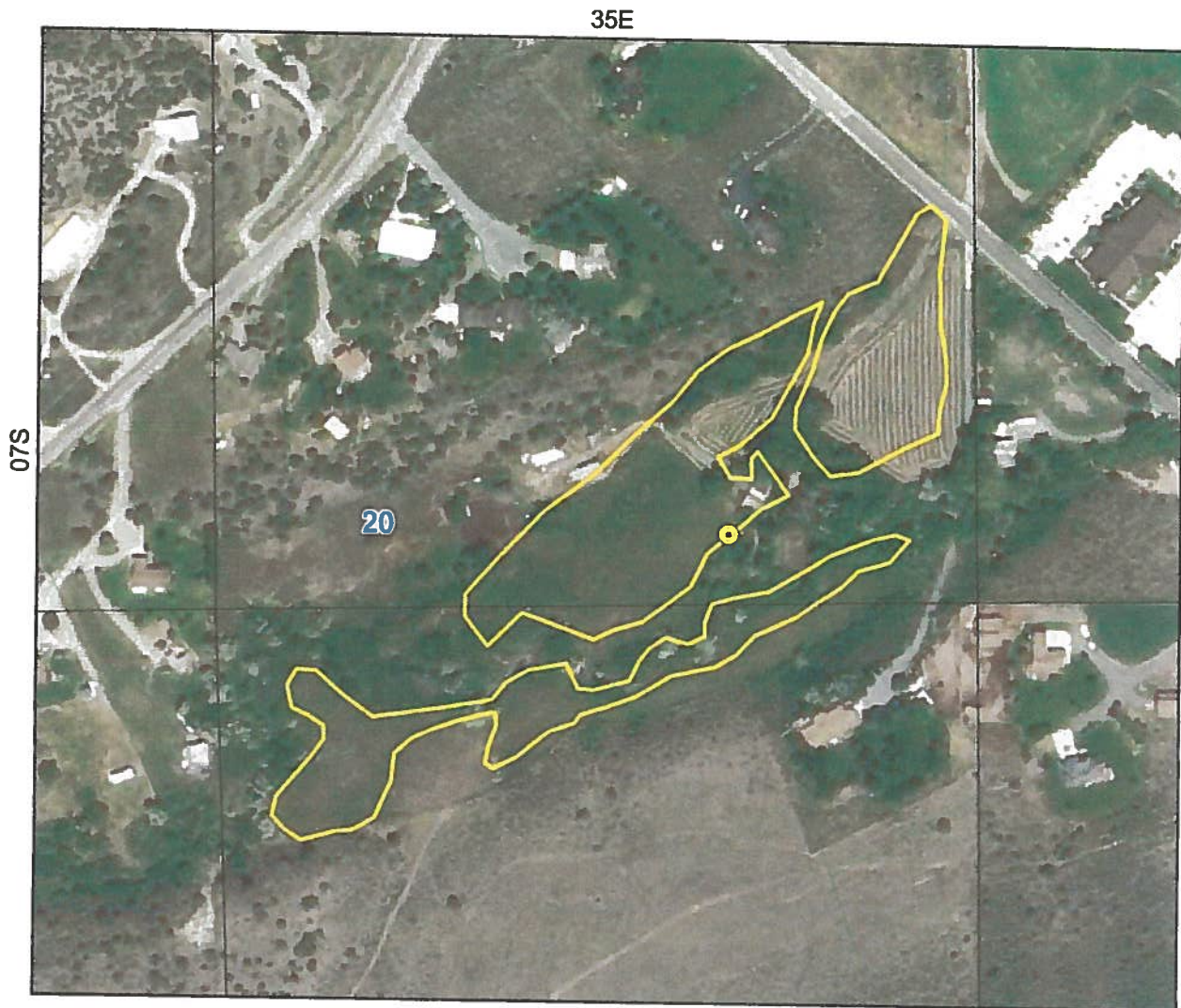
State of Idaho
Department of Water Resources

Water Right

29-13434

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections
-  Quarter Quarters
-  Taxlots

0 0.0375 0.075 0.15 Miles



Close

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

12/22/2014

WATER RIGHT NO. 29-11079

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	KAREN M BECKER 8167 W PORTNEUF RD POCATELLO, ID 83204 (208)233-1875
Current Owner	DELLA F JOHNSON 8173 W PORTNEUF RD POCATELLO, ID 83204 (208)233-0841

Priority Date: 04/01/1938

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
MINK CREEK	PORTNEUF RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	0.1 CFS	
Total Diversion			0.1 CFS	

Location of Point(s) of Diversion:

MINK CREEK|SESWNE|Sec. 20|Township 07S|Range 35E|BANNOCK County

IRRIGATION Use:
Acre Limit: 5

Place(s) of use:

Place of Use Legal Description: IRRIGATION BANNOCK County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
07S	35E	20		SWNE	5									
				NWSE	2.3									

Total Acres: 7.3

Conditions of Approval:

1. K06 THIS RIGHT IS LIMITED TO THE IRRIGATION OF 5.0 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
2. E51 USE OF THIS RIGHT WITH RIGHT NO. 29-13434 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 0.15 CFS.
3. 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.

Dates:

Licensed Date:

Decreed Date: 03/22/2004

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector: OR

Water District Number: 29D

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Combined Acres Limit:

Combined Volume Limit:

Combined Rate Limit: 0.15

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

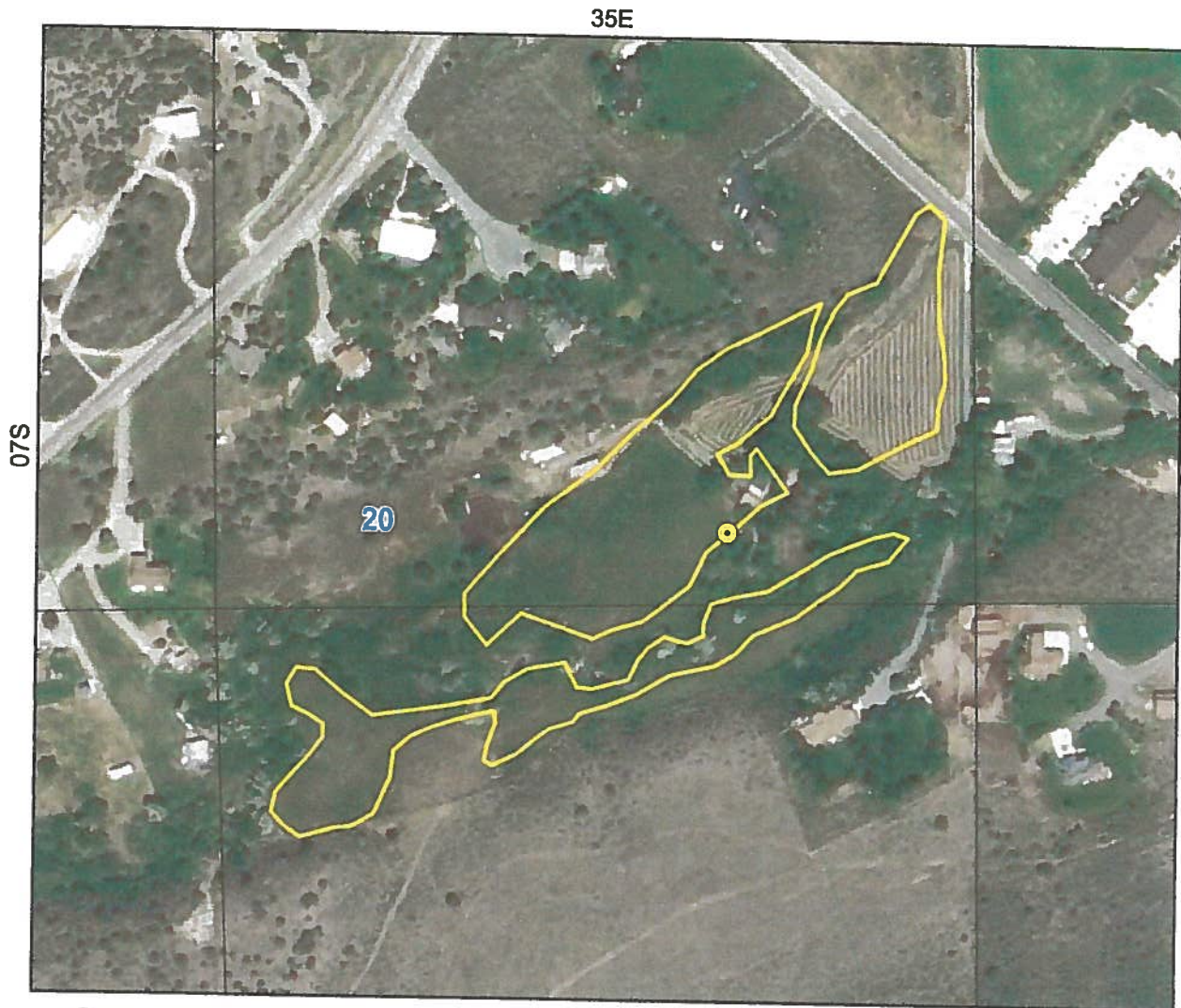
Close

State of Idaho
Department of Water Resources

Water Right
29-11079

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections
-  Quarter Quarters
-  Taxlots

0 0.0375 0.075 0.15 Miles



Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

12/22/2014

WATER RIGHT NO. 29-11080

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	DELLA F JOHNSON 8173 W PORTNEUF RD POCATELLO, ID 83204 (208)233-0841

Priority Date: 03/15/1938

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
DOMESTIC	1/01	12/31	0.04 CFS	
Total Diversion			0.04 CFS	

Location of Point(s) of Diversion:

GROUND WATER|SESWNE|Sec. 20|Township.07S|Range 35E|BANNOCK County

Place(s) of use:

Place of Use Legal Description: DOMESTIC BANNOCK County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
07S	35E	20		SWNE										

Conditions of Approval:

1. N13 THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.
2. N11 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
3. PARCEL NO. R4013028001

Dates:**Licensed Date:****Decreed Date:** 06/23/1998**Enlargement Use Priority Date:****Enlargement Statute Priority Date:****Water Supply Bank Enrollment Date Accepted:****Water Supply Bank Enrollment Date Removed:****Application Received Date:****Protest Deadline Date:****Number of Protests:** 0**Other Information:****State or Federal:** S**Owner Name Connector:****Water District Number:****Generic Max Rate per Acre:****Generic Max Volume per Acre:****Civil Case Number:****Old Case Number:****Decree Plaintiff:****Decree Defendant:****Swan Falls Trust or Nontrust:****Swan Falls Dismissed:****DLE Act Number:****Cary Act Number:****Mitigation Plan:** False

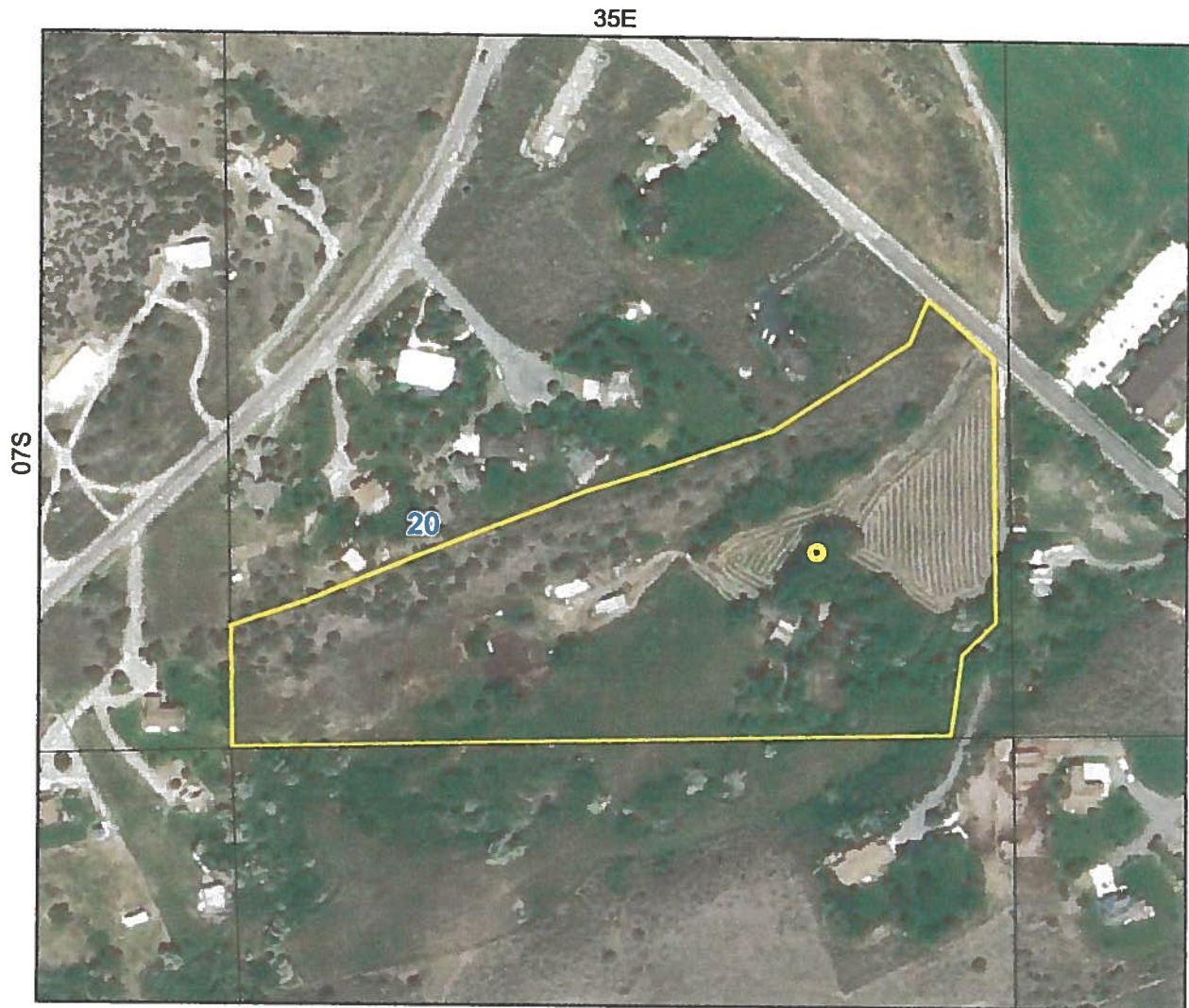
State of Idaho
Department of Water Resources

Water Right

29-11080

DOMESTIC

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



● Point of Diversion

□ Place Of Use Boundary

□ Townships

□ PLS Sections

□ Quarter Quarters

□ Taxlots

0 0.0375 0.075 0.15 Miles

