

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED

OCT 30 2014

Department of Water Resources
Eastern Region

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

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
15-7048 OK	Yes ☒	Yes ☐		Yes ☐	Yes ☐
15-7048 15-7395 15-7396	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Doug Thorpe
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Brent & Susan Christensen
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- Mailing address: 1231 W. < 1231 S. 5400W City Malad State ID ZIP 83252
- Telephone: 208-766-5154 Email: 530-0318 smchrist@atcnet.net
4. If the water rights and/or adjudication claims were split, how did the division occur?
- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
- ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: _____
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
- ☐ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- ☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- ☐ Filing fee (see instructions for further explanation):
- ☐ \$25 per undivided water right.
 - ☐ \$100 per split water right.
 - ☐ No fee is required for pending adjudication claims.
- ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
- ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

SUPPORT DATA

IN FILE # 15-7048

8. Signature: Brent Christensen Title, if applicable _____ Date _____
Signature of new owner/claimant
- Signature: Susan Christensen Title, if applicable _____ Date 10-30-14
Signature of new owner/claimant

For IDWR Office Use Only:

Received by JB Date 10/30/2014 Receipt No. E040370 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 1/15/2015

B1

122259

14. 7/14/1000 95
8:30 A.
Shirley Standish
2700
D.L. Evans

EASEMENT AND WELL AGREEMENT

AGREEMENT dated this 1st day of April, 1994, by and between DOUGLAS D. THORPE and TONYA D. THORPE, husband and wife, of 122 N. Sandridge Rd., Malad City, Idaho hereinafter referred to as "THORPES", K. MICHAEL KENNEDY and BEVERLY R. KENNEDY, husband and wife, of 102 N. Sandridge Rd., Malad City, Idaho, hereinafter referred to as "KENNEDIES", and LARRY R. DIVES and CINDY DIVES, husband and wife, of 237 Sandridge Rd., Malad City, Idaho, hereinafter referred to as "DIVES".

RECITALS

WHEREAS, the parties are the owners of a well located upon the property of Thorpes, more particularly described in Exhibit "A"; and

WHEREAS, the well was originally developed by Thorpes and Dives, and Thorpes have now conveyed an interest thereto to Kennedies to be appurtenant to adjacent real property which Thorpes are selling to Kennedies concurrent herewith; and

WHEREAS, in the past Thorpes and Dives have managed the well on the basis of an oral agreement and now desire to codify their oral agreement.

NOW THEREFORE, for a good and valuable consideration, the parties do hereby agree as follows:

1. Ownership. That following the conveyance of the adjacent 40 acre parcel of land to the Kennedies by Thorpes, the parties

122259

122259

1 hereby acknowledge and agree that the ownership of the irrigation
2 well including the pump, bowels, casing, shafts and all related
3 equipment and fixtures located on Thorpes' property which is
4 described in Exhibit "A", attached hereto and incorporated by
5 reference, is as follows:

6	PARTY	PERCENT OF OWNERSHIP	SPRINKLER LINES ENTITLED TO RUN
7			
8	1. THORPES	18%	Hand Lines, with 33 Sprinkler Heads
9	2. DIVES	41%	One-Quarter Mile Hand Line
10	3. KENNEDIES	41%	One-Quarter Mile Wheel Line
11			

12 2. Use of Well. The parties agree that they are each
13 entitled to their respective percentages aside their name in
14 paragraph one (1) of the water pumped from the well during the
15 irrigation season. The parties agree that the well shall be turned
16 on each spring on a date mutually agreed upon by a majority of the
17 ownership of the well. When the well is being pumped and utilized
18 by all parties, they all shall share the pumping costs in
19 proportion to their ownership as set out in paragraph one (1). If
20 one of the parties do not use the irrigation water while the well
21 is being pumped, the pumping costs shall be divided among and paid
22 by the remaining two (2) parties according to the amount of water
23 they use.

24 If two (2) parties shut down and do not utilize their share
25 of irrigation water, the remaining party shall be responsible to
26 pay the entire amount of pumping costs during that period. In

27 EASEMENT AND WELL AGREEMENT -
Page 2

28
D. I. EVANS
ATTORNEY AND
COUNSELLOR AT LAW
111 EAST 9500 TH
SALT LAKE CITY, UTAH 84143
(204) 986-2501

122259

1 general, the pumping costs shall be divided among the parties in
2 relation to the number of sprinkler heads each party is utilizing
3 to the total number of sprinkler heads (taking into account nozzle
4 size) being utilized during a billing period, except when all three
5 (3) of the parties are utilizing the well whereupon as stated above
6 the costs will be shared on the basis of percentage of well
7 ownership. Each parties' share of the monthly pumping and power
8 costs shall be due and payable the same date the power bill is due
9 the utility company.

10 3. Costs. Each party agrees to pay his proportionate part
11 of the cost of constructing, altering, repairing, improving,
12 maintaining, operating and managing the well facility in the ratio
13 that his interest in the well facility bears to the total interest
14 of the three (3) users. The parties respective share of such costs
15 of maintenance and operation shall be due and payable to coincide
16 with the date of the respective billings for such costs and
17 expenses. Failure of any party to pay his proportionate share of
18 maintenance and operation costs shall result in the violating party
19 being disallowed from receiving his share of water from the well
20 until the same is paid. Each party shall be responsible for the
21 maintenance of their respective pipelines used to convey water to
22 their lands unless injury or damage is caused by one (1) of the
23 other parties, whereupon a "you broke it, you fix it" policy will
24 take effect.

25 4. Easements. Each user hereby grants, conveys and confirms
26 to the other users named as parties herein such right-of-way across

27 EASEMENT AND WELL AGREEMENT -
28 Page 3

122259

1 any of the lands described herein as may be necessary to enable
2 each user to pump water from the well located on THORPES' property
3 and to enable each user to convey to their respective lands their
4 proportionate share of the water pumped from the well or from any
5 well facility that may be constructed to replace the present well
6 facility, together with a right of ingress and egress for the
7 purpose of operating and maintaining the well facility and
8 pipelines now or hereafter installed.

9 5. Restrictions. Said water can only be used upon the
10 respective parcels of land of the parties as is presently being
11 utilized and shall not be transferred to other properties without
12 the consent of all of the parties. The covenants contained herein
13 are deemed to be covenants running with the land and the rights
14 contained herein may be assigned, transferred and conveyed upon the
15 transfer and sale of the appurtenant lands or property by the
16 respective parties to any third party.

17 6. The parties shall cooperate together and each sign,
18 execute and deliver any and all documents necessary to give full
19 force and effect of the creation and transfer of these well and
20 water rights to the parties according to their respective interests
21 with the Idaho Department of Water Resources.

22 7. Costs. The costs and attorney fees for preparing this
23 agreement shall be divided equally between the parties.

24 8. Binding Effect. This agreement shall bind the heirs,
25 successors in interest and assignees of the parties hereto.

26 IN WITNESS WHEREOF, the owners of interest in the well

27 EASEMENT AND WELL AGREEMENT -
28 Page 4

122259

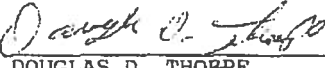
1 facility have signed their names hereto and have specified their
2 interests in the well facility as shown on the signature pages
3 attached hereto below.

4 PARTY NO. 1: "THORPES"

5 (a) Proportionate interest: 18%

6 (b) Land which is to be benefited by the well facility is
7 that certain parcel of land situated in the County of Oneida, State
8 of Idaho, consisting of 18 acres, more or less, and more
9 particularly described as follows:

10 "SEE ATTACHED EXHIBIT "A" HEREBY INCORPORATED BY REFERENCE"

11 
12 DOUGLAS D. THORPE

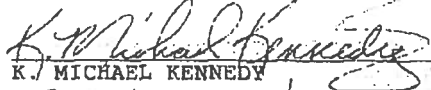
13 
14 TONYA D. THORPE

15
16 PARTY NO. 2: "KENNEDIES"

17 (a) Proportionate interest: 41%

18 (b) Land which is to be benefited by the well facility is
19 that certain parcel of land situated in the County of Oneida, State
20 of Idaho, consisting of 41 acres, more or less, and more
21 particularly described as follows:

22 "SEE ATTACHED EXHIBIT "B" HEREBY INCORPORATED BY REFERENCE"

23 
24 K. MICHAEL KENNEDY

25 
26 BEVERLY R. KENNEDY

27 EASEMENT AND WELL AGREEMENT -
28 Page 5

122259

PARTY NO 3: "DIVES"

(a) Proportionate interest: 41%.

(b) Land which is to be benefited by the well facility is that certain parcel of land situated in the County of Oneida, State of Idaho, consisting of 43 acres, more or less, and more particularly described as follows:

"SEE ATTACHED EXHIBIT "C" HEREBY INCORPORATED BY REFERENCE"

Larry R. Dives
LARRY R. DIVES

Cindy Dives
CINDY DIVES

STATE OF IDAHO)
County of Oneida) ss.

On this 26th day of May, 1994, personally appeared before me, a notary public in and for said County and State, DOUGLAS D. THORPE, TONYA D. THORPE, K. MICHAEL KENNEDY and BEVERLY R. KENNEDY, known to me to be the persons whose names are subscribed to the foregoing 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.

[Signature]
Notary Public for Idaho
Residing at Malad City
My Commission expires: 6/26/99

EASEMENT AND WELL AGREEMENT -
Page 6

8

122259

1 STATE OF IDAHO)
2 County of Oneida) ss.

3 On this 7th day of November, 1995, personally appeared
4 before me, a notary public in and for said County and State, LARRY
5 R. DIVES and CINDY DIVES, known to me to be the persons whose names
6 are subscribed to the foregoing instrument and acknowledged to me
7 that they executed the same.

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

11 
12 Notary Public for Idaho
13 Residing at Malad City
14 My Commission expires:
15
16
17
18
19
20
21
22
23
24
25
26

6/26/99

27 EASEMENT AND WELL AGREEMENT -
28 Page 7

EXHIBIT "A"

122259

THORPES' PROPERTY:

Township 14 South, Range 35 East, Boise Meridian:

Section 27: W1/2 SE1/4SE1/4

EXCEPTING therefrom the following parcel of land:

Commencing at a point 24.75 feet East, more or less, from the Northwest Corner of SE1/4SE1/4 of Section 27 on East Boundary line of County Road; thence running South along East Boundary line 1170 feet to TRUE POINT OF BEGINNING; thence East 300 feet; thence South 150 feet; thence West 300 feet to County Road; thence North 150 feet to point of beginning. T-3396

EXHIBIT "B"

KENNEDIES' PROPERTY:

Township 14 South, Range 35 East, Boise Meridian:

Section 34: NE1/4NE1/4

B

EXHIBIT "C"

122253

DIVES' PROPERTY:

Township 14 South, Range 35 East, Boise Meridian:

Commencing 282 feet West of the SE Corner of the NE1/4SE1/4 of said Section 27, and running thence North 944 feet; thence West 378 feet; thence North 158 feet; thence North 85°30' West 145 feet; thence North 40°20' West 271.06 feet; thence West 340 feet, more or less, to the County Road; thence South 80 rods, more or less, to the SW Corner of the NE1/4SE1/4 of said Section 27; thence East 660 feet; thence South 80 rods; thence East 660 feet; thence North 1135 feet; thence West 282 feet; thence North 185 feet to the point of beginning. T-3443.

EASEMENT AND WELL AGREEMENT -
Page 9

ASSIGNMENT

127008

For value received, we, Larry J. Etherington and Shanna Etherington
(hereinafter called Debtor) of
do by these presents assign, transfer and set over unto IRELAND BANK,
a corporation, all of our right, title, estate and interest in and to
that certain Easement and Well Agreement
dated April 1, 1994, and recorded as Instrument number 122219
on November 14, 1994, wherein Douglas D. Thorpe & Tonya D. Thorpe, R. Michael
Kennedy & Beverley R. Kennedy and Larry R. Dives and Cindy Dives
parties entered into the Easement and Well Agreement as specified above
for use of irrigating upon the following described real property
situated in the County of Oneida, State of Idaho, to-wit:

Township 14 South, Range 35 East, Boise Meridian; Section 27: W1/2S2E1
Township 14 South, Range 35 East, Boise Meridian; Section 27, further described
in attached Schedule "A"

This assignment is an inducement to IRELAND BANK (Secured Party
hereinafter call Bank) to extend and continue credit to the
undersigned, or any of them (Debtor), and as security for the payment
of all sums due or to become due or owing by Debtor to Bank.

Dated at Malad City, Idaho this 23rd day of December, 1998.

Larry J. Etherington
Shanna Etherington
Shanna Etherington

State of Idaho)
County of Oneida)

On this 23rd day of December, 1998 before me, a Notary Public in
and for the State of Idaho, personally appeared Larry J. Etherington
and Shanna Etherington 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 by hand and affixed my
official seal the day and year in this certificate first above
written.

23 December 98
4:30
Shanna Etherington
6:00
G.L. Scott

Notary Public
Residing at Malad City, Idaho
My Commission Expires: 12/31/2001

PARCEL 1:

127005

A parcel of land located in Section 27, Township 14 South, Range 35 East, Boise Meridian, and further described as follows:

Commencing 282 feet West of the SE Corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 27, and running thence North 94 $\frac{1}{2}$ feet; thence West 378 feet; thence North 158 feet; thence North 85 $\frac{1}{2}$ West 145 feet; thence North 40 $\frac{1}{2}$ W 271.06 feet; thence West 340 feet, to the County Road; thence South 80 rods, more or less, to the SW corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 27; thence East 660 feet; thence South 80 rods; thence 660 feet; thence North 1135 feet; thence West 282 feet; thence North 185 feet to the point of beginning. T-3443.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

A parcel of land located in Section 27, Township 14 South, Range 35 East, Boise Meridian, Oneida County, Idaho, and further described as follows:

Beginning at the South 16th Corner on the East line of said Section 27, the True Point of Beginning, located North 00°06'40" East 1326.36 feet from the Southeast Corner of said Section; thence South 00°06'40" West 185.00 feet to a 3/8" rebar with cap set on the South line of line of the Blue Anderson parcel as recorded under Instrument number 123987-1; the official records of Oneida County; thence West 77.88 feet to a 5/8" rebar with cap set on an existing fence line; following said fence line the next 14 courses; thence North 44°47'32" West 35.77 feet to a 5/8" rebar with cap; thence South 87°36'58" West 177.25 feet to a 5/8" rebar with cap; thence North 02°13'22" West 582.11 feet to a 3/8" rebar with cap; thence North 20°04'13" West 227.40 feet to a 5/8" rebar with cap; thence North 86°39'49" West 249.84 feet to a 5/8" rebar with cap; thence North 12°37'13" East 102.86 feet to a 5/8" rebar with cap; thence North 08°32'20" East 16.79 feet to a 5/8" rebar with cap; thence North 07°06'38" East 20.03 feet to a 5/8" rebar with cap; thence North 03°20'45" East 31.00 feet to a 5/8" rebar with cap; thence North 00°00'00" East 21.38 feet to a 5/8" rebar with cap; thence North 02°00'00" East 21.20 feet to a 5/8" rebar with cap; thence North 00°00'00" East 21.20 feet to a 5/8" rebar with cap; thence North 02°27'40" West 203.32 feet to a 5/8" rebar with cap; thence North 02°26'48" West 48.35 feet to a 5/8" rebar with cap; thence North 24°23'32" West 28.99 feet to a 5/8" rebar with cap set on the south right-of-way line of Samaria Lane Road; following said right-of-way line the next 3 courses; thence South 61°22'58" East 99.53 feet to a found right-of-way monument; thence South 55°49'34" East 136.78 feet to a found right-of-way monument at the beginning of a 499.81 foot radius curve concave to the Northeast; thence Southeasterly along said curve through a central angle of 37°06'30" a distance of 323.72 feet to a point of tangency (chord = B, 81°31'44" East 318.09 feet); thence North 81°47'12" East 214.51 feet to a 5/8" rebar with cap; thence North 79°55'00" East 296.88 feet to a point on the East line of said Section 27; thence South 00°06'40" West 1285.67 feet to the True Point of Beginning.

PARCEL 2:

A parcel of land located in Section 27, Township 14 South, Range 35 East, Boise Meridian, Oneida County, Idaho, and further described as follows:

Beginning at the East Quarter Corner of said Section 27 located South 00°05'49" West 2652.75 feet from the Northeast Corner of said Section thence South 89°54'49" West 978.60 feet to a 5/8" rebar with cap labelled "A.A. HUDSON PLS 4735" set on the South line of right-of-way line of Samaria Lane Road, the True Point of Beginning; thence South 24°23'32" East 5.37 feet to a 5/8" rebar with cap; thence West 314.44 feet to a 5/8" rebar with cap set on the East right-of-way line of a County Road; thence North 02°14'31" West 63.58 feet to a 5/8" rebar with cap set on the South right-of-way of the Samaria Lane Road; thence South 87°31'17" East 133.21 feet along said South right-of-way to State Highway right-of-way monument; thence South 73°46'00" East 189.17 feet to the True Point of Beginning.

1955

ONEIDA COUNTY

103 -

Instrument No. 75603

WARRANTY DEED

THIS DEED, Made this 21th day of February, 1955, in the year of our Lord one thousand nine hundred and Fifty Five, between Eliza Price, a single woman of Cleveland, County of Oneida, State of Ohio, the first part, and William D. Thorpe, County of Oneida, State of Idaho, the second part, WITNESSETH that the said part 1 of the first part, for and in consideration of the sum of Two Thousand One Hundred Sixty and no/100----- DOLLARS, lawful money of the United States of America, to her in hand paid by the said part 2 of the second part, the receipt whereof is hereby acknowledged, do hereby bargain, sell, and by these presents convey, grant, bargain, sell, convey and assign unto the said part 2 of the second part, and to his heirs and assigns forever, all of the following described real estate, situate in Oneida County of Idaho, to-wit:

The West Half of the Southeast Quarter of the Southeast Quarter of Section 27; and the Northeast Quarter of the Northwest Quarter of Section 34, Township 24, South, Range 35 East of the Boise Meridian.

Also, four shares of the capital stock of the "Anaria Water & Irrigating Company."

Grantor assumes and agrees to pay a mortgage on said premises to the "Land Bank Commission", "Pokane, Washington."

22.75 documentary stamps attached and duly cancelled

TOGETHER, with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, the revenue and 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 part 1 of the first part.

TO HAVE AND TO HOLD, All and singular the above described premises, together with the appurtenances, unto the said part 2 of the second part, and to his heirs and assigns forever, and the said part 2 of the first part, and the heirs, the said premises in the quiet and peaceable possession of the said part 2 of the second part. All heirs and assigns, against the said part 1 of the first part, and their heirs, and against all and every person and persons whatsoever, lawfully claiming or to claim the same shall and with WARRANTY and by these presents forever DEFEND.

IN WITNESS WHEREOF, The said part 1 of the first part, hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

/s/ Harvey E. Volmar, Jr. (SEAL) /s/ Eliza Price (SEAL)

/s/ Joseph J. Garsink (SEAL)

STATE OF OHIO }
County of Cuyahoga } ss.
On this 21th day of February, 1955, before me, Harvey E. Volmar Jr., a Notary Public in and for said State, personally appeared Eliza Price who is to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

(Seal) /s/ Harvey E. Volmar, Jr.
Notary Public for the State of Ohio, residing at
Cleveland, Ohio 1955
HARVEY E. VOLMAR, JR. Notary Public
My commission expires Jan. 24, 1956

STATE OF IDAHO }
County of Oneida } ss.
Filed for record this 22nd day of March, A.D. 1955, at 2:05 o'clock P. M.
John H. McMillister By Cleon Williams, Deputy.

COMPANIES

USDA/FHA
Form FPA-213 (Rev. 1-7-82)
COMMUNITY

Warranty Deed
(IDAHO)

KNOW ALL MEN BY THESE PRESENTS, That **WILLIAM D. THORPE, a/k/a William**

THORPE and **NANDA THORPE**, his wife,
of the County of **Oneida**, State of **Idaho**

parties of the first part, for and in consideration of the sum of **TEN THOUSAND AND NO/100---**
Dollars (\$10,000.00),

to have and to hold unto the heirs and assigns of the second part, all of the following described property situated, lying and being in the County of **Oneida**, State of **Idaho**, to wit:

is and paid by **DOUGLAS D. THORPE** and **TONYA THORPE**

of the County of **Oneida**, State of **Idaho**,
do hereby GRANT, BARGAIN, SELL and CON-
VEY unto the party of the second part, as a community property estate, and to the heirs and assigns of the second
party, all of the following described property situated, lying and being in the County of **Oneida**,
State of **Idaho**, to wit:

Township 14 South, Range 35 East, Boise Meridian:

SECTION 27: 4401224

SECTION 34: 4401224

Together with all water and water rights, ditches and ditch rights,
used thereon or appurtenant thereto, including but not limited to
five shares of the capital stock of the **Samaris Water and Irrigation**
Company.

Subject to exceptions and reservations contained in patents from the
United States.

Subject to existing easements for roads, highways, ditches, canals,
laterals and power and transmission lines.

1968

Together with all and singular the interests, hereditaments and appurtenances thereto belonging to all persons appertaining and all improvements, water and water rights appertaining thereto or reasonably necessary to the use of the real property, and the rents, issues and profits thereof.

To HAVE AND TO HOLD the said premises together with the appurtenances thereto unto the party of the second part, as community property, and to the heirs and assigns of the second party forever.

The parties of the first part, for themselves and for their heirs, executors and administrators, do hereby covenant to and with the party of the second part, and with the heirs and assigns of second party, that they are lawfully seized in fee simple of said premises, that they are free from all encumbrances, and that they will and their heirs, executors and administrators shall warrant and forever defend the title thereto against all lawful claims and demands whatsoever.

In Witness Whereof, the said parties of the first part have hereunto set their hand(s) and seal(s) this 11th day of SEPTEMBER, 1968.

WITNESSES:
William D. Thorpe
a/k/a William Thorpe
Manda Thorpe

ACKNOWLEDGMENT

STATE OF IDAHO

COUNTY OF ONEIDA

On this 11th day of SEPTEMBER, 1968, before me, a Notary Public in and for said County and State, personally appeared WILLIAM D. THORPE, a/k/a William Thorpe, his wife, to me known to be the identical individual(s) described in and who executed the within and foregoing instrument and whose name(s) are subscribed thereto, and acknowledged to me that they signed, sealed and executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

In WITNESS Whereof, I have hereunto set my hand and official seal at the day and year last above mentioned.

Notary Public in and for the State of Idaho
Residing at
My commission expires:

[SEAL]

97336

Recorded in Consolidated
County, Idaho, on Sept. 14, 1968
in Book Tele. Title

at Page -----

1994

121159

WARRANTY DEED

For Value Received DOUGLAS D. THORPE and TONYA D. THORPE, husband and wife, of 122 W. Sandridge Rd., Malad City, Idaho 83252

the grantors do hereby grant, bargain, sell and convey unto E. MICHAEL KENNEDY and BEVERLY R. KENNEDY, husband and wife, of 192 W. Sandridge Rd., Malad City, Idaho 83252

the grantees, the following described premises, to-wit:

Township 14 South, Range 35 East, Boise Meridian:

Section 34: NE1/4NE1/4

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.

Dated: Sept 10, 1994

Douglas D. Thorpe

DOUGLAS D. THORPE

Tonya D. Thorpe

TONYA D. THORPE

121159 -

STATE OF IDAHO, COUNTY OF ONEIDA

On this 10th day of September, 1994, before me, a notary public in and for said State, personally appeared

DOUGLAS D. THORPE and TONYA D. THORPE

known 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 Malad City, Idaho
Comm. Expires 6/26/99

STATE OF IDAHO, COUNTY OF Oneida

I hereby certify that this instrument was filed for record at the request of *E. Michael Kennedy*

at 50 minutes past 3 o'clock p.m., this 10th day of September, 1994. In my office, and duly recorded in Book 121159 of deeds at page

Ex-Officio Recorder

By _____ Deputy

Fees \$ _____
Mail to _____

137 E. 30 South
Malad City, Idaho 83252
(208) 766-2201

D.L. EVANS, ESQ.
Attorney at Law

200

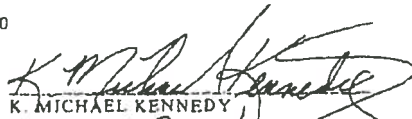
WARRANTY DEED

For Value Received, K. MICHAEL KENNEDY, and BEVERLY R. KENNEDY, husband and wife, the Grantors, do hereby grant, bargain, sell and convey unto KIRK NIELSEN and KRISTY K. NIELSEN, husband and wife, whose current address is 2112 West Center, Malad City, Idaho, the Grantees, the following described premises in Oneida County, Idaho, to-wit:

Township 14 South, Range 35 East, Boise Meridian:
Section 34: NE 1/4 NE 1/4

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 they are free from all encumbrances and that they will Warrant and Defend the same from all lawful claims.

Dated February 14, 2000

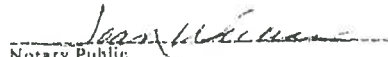

K. MICHAEL KENNEDY

BEVERLY R. KENNEDY

STATE OF IDAHO
COUNTY OF ONEIDA, ss

On this 14th day of February, 2000, before me, a Notary Public in and for said State, personally appeared K. MICHAEL KENNEDY and BEVERLY R. KENNEDY, known 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 Malad City, Idaho
My Commission Expires 5-6-2003

125926
15 February 2000
11:00 A
Shirley Beardsall
300
C. R. Scott

AFTER RECORDING PLEASE RETURN TO:
BEARNSON & PECK, L.C.
74 WEST 100 NORTH
P.O. BOX 675
LOGAN UT 84321

QUIT CLAIM DEED

Meridian No **135639**
17 Day February 2004
At 1:00 O'clock P
Shirley Beardsell
Oneida Co. Recorder
Fee \$ 3.00 Deputy
Recorded at Request of Bearnson & Peck L.C.

KIRK E. NIELSEN and KRISTY K. NIELSEN, Grantors of Oneida County, State of Idaho, hereby QUIT CLAIM to **KIRK ELDEN NIELSEN and KRISTY K. NIELSEN**, or their Successors, as Trustees of the **KIRK ELDEN NIELSEN AND KRISTY K. NIELSEN REVOCABLE TRUST** dated the 10th day of February, 2004, Grantees of Malad, Idaho, for the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the following described tract of land in Oneida County, State of Idaho:

Parcel 1:

Township 14 South, Range 35 East, Boise Meridian:
Section 34: NE1/4NE1/4

Parcel 2:

Township 14 South, Range 36 East, Boise Meridian:
Section 30: W1/2NE1/4; NE1/4NE1/4

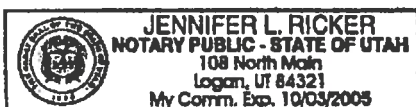
Together with a one-half interest in and to the deep irrigation well, it's pipe lines, pump and fixtures, situated in the Northwest corner of the NW1/4NW1/4 of Section 29, Twp. 14 S., R. 36 E.B.M. and together with the right of ingress and egress thereto from the premises owned by Grantees immediately West therefrom to ~~said well~~ for the purpose of operating and maintaining the same.

Shirley Beardsell
Witness

Kirk E. Nielsen
KIRK E. NIELSEN
Kristy K. Nielsen
KRISTY K. NIELSEN

STATE OF UTAH)
 : ss.
County of Cache)

On the 10th day of February, 2004, personally appeared before me KIRK E. NIELSEN and KRISTY K. NIELSEN, the signers of the within instrument, who duly acknowledged to me that they executed the same.



Jennifer L. Ricker
Notary Public

141702

QUITCLAIM DEED

For Value Received

Kirk Elden Nielsen and Kristy K. Nielsen, as Trustees of the Kirk Elden Nielsen and Kristy K. Nielsen Revocable Trust dated the 10th day of February, 2004,
do hereby convey, release, remise and forever quit claim unto

Kristy K. Nielsen,
whose current address is
2708 East 2600 North, Twin Falls, Idaho 83301,
the following described premises, to-wit:

Township 14 South, Range 35 East, Boise Meridian:
Section 34: NE1/4NE1/4,

together with their appurtenances.

Dated:

9/26/2007

9/26/2007

Kirk Elden Nielsen

KIRK ELDEN NIELSEN, Co-Trustee

Kristy K. Nielsen
KRISTY K. NIELSEN, Co-Trustee

Notary No. **141702**
12 Day *October* 2007
At 3:20 O'clock P.M.
Debra A. Hudson
Debra A. Hudson
Recorder
Fee \$ 3.00
Recorded at Request of
Northern Title Company

STATE OF IDAHO, COUNTY OF

On this 26 day of September, 2007, before me,
a notary public in and for said State, personally
appeared

KIRK ELDEN NIELSEN

known to me to be the person(s) who(se) name(s)
subscribed to the within instrument, and acknowledged
to me that he executed the same.

M. Brent Morgan
/Comm. Expires 7/27/2010
M. BRENT MORGAN
NOTARY PUBLIC
STATE OF IDAHO

STATE OF IDAHO, COUNTY OF

On this 26 day of Sept., 2007, before me,
a notary public in and for said State, personally
appeared

KRISTY K. NIELSEN

known to me to be the person(s) who(se) name(s)
subscribed to the within instrument, and acknowledged
to me that she executed the same.

M. Brent Morgan
/Comm. Expires 7/27/2010
M. BRENT MORGAN
NOTARY PUBLIC
STATE OF IDAHO

NTO-1932

When recorded mail to:
KRISTY K. GLASSETT
2708 EAST 2600 NORTH
TWIN FALLS, IDAHO 83301

141703
Microfilm No. 12 Day October 2007
At 3:25 O'clock P.M.
Diana A. Adams
Oneida Co. Notary
Fee \$ 3.00
Recorded at Request of
Northern Title Company

**POWER OF ATTORNEY
KNOW ALL MEN BY THESE PRESENTS**

That I, KRISTY K. NIELSEN GLASSETT have made, constituted and appointed, and by these presents do make, constitute and appoint BEVERLY KENNEDY, MY true and lawful Attorney for ME and in MY name, place and stead and for MY use and benefit: FOR THE PURPOSE OF EXECUTING ALL DOCUMENTS CONNECTED WITH THE SALE FOR PROPERTY LOCATED AT ONEIDA COUNTY MALAD CITY, ID 83252

TOWNSHIP 14 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO.
SECTION 34: THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER.

to ask, demand, sue for, recover, collect and receive all such sums of money, debts, dues, accounts, legacies, bequests, interests, dividends, annuities and demands whatsoever, as are now or shall hereafter become due, owing, payable, or belonging to ME, and have, use and take, all lawful ways and means in MY name or otherwise, for the recovery thereof by attachments, arrests, distress or otherwise, and to compromise and agree for the same, and acquittances or other sufficient discharges for the same, for ME and in MY name to make, seal and deliver; to bargain, contract, agree for, purchase, receive and take lands, tenements, hereditaments and accept the seizing and possession of all lands, and all deeds and other assurances in the law thereof, and to lease, let, demise, bargain, sell, remise, release, convey, mortgage and hypothecate, lands tenements and hereditaments, upon such terms and conditions and under such covenants as SHE shall think fit. Also to bargain and agree for, buy, sell mortgage, hypothecate, and in any and every way and manner deal in and with goods, wares and merchandise, chooses in action, and other property in possession or in action, and to make, do and transact all and every kind of business of what nature or kind soever, and also for ME and in MY name and as MY act and deed, to sign, seal, execute, deliver and acknowledge such deeds, covenants, indentures, agreements, mortgages, hypothecations, bottomries, charter parties, bills of lading, bills, bonds, notes, receipts, evidences of debt, releases and satisfaction of mortgage, judgment and other debts, and such other instruments in writing of whatever kind and nature as may be necessary or proper in the premises.

GIVING AND GRANTING unto BEVERLY KENNEDY said Attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as I might or could do if personally present, and I/WE am hereby ratifying and confirming all that MY said Attorney, BEVERLY KENNEDY shall lawfully do or cause to be done by virtue of these presents.

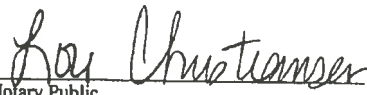
IN WITNESS WHEREOF, have hereunto set hand and seal.


KRISTY K. NIELSEN GLASSETT

State of Idaho }
County of Oneida } ss:

On October 4, 2007, personally appeared before me KRISTY K. NIELSEN GLASSETT who duly acknowledged to me that SHE executed the same.




Lori Christiansen
Notary Public
Residing: Malad City
Expires: 11-22-2012

NTO-1932
BRENT CHRISTENSEN
2225 BENCH CAGO ROAD
GRACE, ID 83241

Microfilm No. **141704**
12 Day October 2007
At 3:30 O'clock p M
Diane Anderson
Oneida Co. Recorder
Fee \$ 3.00 Deputy
Recorded at Request of Northern Title Company

WARRANTY DEED

KRISTY K. NIELSEN, AKA KRISTY K. GLASSETT, Grantor(s) of TWIN FALLS, County of TWIN FALLS, State of ID, hereby **CONVEY AND WARRANT** to **EXCHANGE 07-3817, LLC., AN IDAHO LIMITED LIABILITY COMPANY**, Grantee(s) of BLACKFOOT, County of BINGHAM, State of ID for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Oneida County, State of Idaho:

TOWNSHIP 14 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO. SECTION 34: THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER.

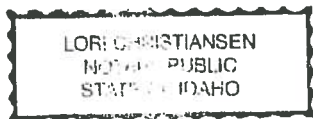
Subject to easements, restrictions and rights of way of record, and taxes for the year 2007 and thereafter.

Witness, the hand(s) of said Grantor(s), this October 4, 2007.

Kristy K. Nielsen Glasett
KRISTY K. NIELSEN
AKA KRISTY K. GLASSETT

State of ID)
County of ONEIDA)

On October 4, 2007, personally appeared before me KRISTY K. NIELSEN AKA KRISTY K. GLASSETT the signer(s) of the within instrument, who duly acknowledged to me that she executed the same.



Lori Christensen
Notary Public

Residing: MALAD CITY
Expires: 11-22-2012

142471

SPECIAL WARRANTY DEED

For Value Received Exchange 07-3817, LLC., an Idaho Limited Liability Company

Hereinafter called Grantor, hereby grants, bargains, sells and conveys unto Brent and Susan Marie Christensen

whose address is: 2275 Bench Lago Road, Grace, ID 83241

Hereinafter called the Grantee, the following described premises situated in Oneida County, Idaho, to-wit:

TOWNSHIP 14 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, ONEIDA COUNTY, IDAHO. SECTION 34: THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER.

Grantor does hereby covenant with Grantee, his heirs, successors and assigns, that Grantor will warrant and defend the said granted premises against the lawful claims and demands of all persons claiming by, through and under Grantor, but against no other claims and no other persons, including predecessors in title.

Dated: March 17, 2008

Exchange 08-3817, LLC., an Idaho Limited Liability Company
Exchange Services, Inc., Member

By: Sheri Hammond
It's Vice President

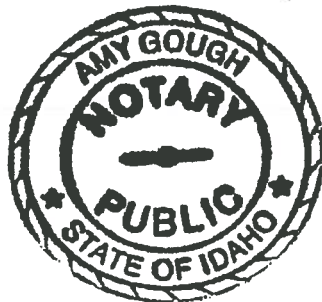
142471
18 March 2008
1:05 PM
Sheri Hammond
Vice President
300
Recorded at Request of
First American Specialty Services

STATE OF IDAHO)

SS

COUNTY OF BINGHAM)

On this 17th day of March, in the year of 2008, before me, the undersigned personally appeared Sheri Hammond, known or identified to me to be the Vice President of the corporation who executed the instrument on behalf of said corporation as member of Exchange 07-3817 LLC, an Idaho Limited Liability Company, and acknowledged to me that she executed the same as Vice President of the corporation, as member of Exchange 07-3817 LLC, an Idaho Limited Liability Company.



Amy Gough
Notary Public for Idaho
Residing at Blackfoot
Commission Expires 6-14-09