

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
SEP 29 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?
15-2046A	Yes ☒	Yes ☐		Yes ☐	Yes ☐
15-2046A 15-73816	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Stanley Isaacson
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Shanna Etherington
New owner(s) as listed on the conveyance document
- Mailing address: P.O. Box 242 Name connector: Ed ☐ and ☐ or ☐ and/or
City: malad State: Id ZIP: 83252
- Telephone: 208-766-5172 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: Nov-30-1998
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.

8. Signature: Shanna Etherington Title, if applicable: _____ Date: 9/26/14
Signature of new owner/claimant
- Signature: _____ Title, if applicable: _____ Date: _____
Signature of new owner/claimant

For IDWR Office Use Only:

Received by: 52 Date: 10/14/14 Receipt No. E040334 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: JB Processed by: SB W-9 received? Yes ☐ No ☐ Date: 10/20/2014

1-3890
 T-3897
 T-3963
 LMA IPSEN
 T-1539
 1510
 SEE SURVEY #129056
 ROAD
 T-5115
 IPSEN
 149457
 FOSTER
 T-43
 09
 46
 386
 130
 T-3557
 8260
 BURRELL ET-UX
 9410
 148318
 T-5110
 2110
 SEE SURVEY FOR BLUE ANDERSON ESTATE
 LARRY J. ANDERSON
 ET-UX
 T-3443
 7230
 122246
 100514
 90822
 128767
 41.67
 DOUGLAS S. THORPE
 30-103
 87836
 THORPE SUBDIVISION
 5.77
 A JAMES D. SIMMONS
 T-5025
 9160
 148033
 148027
 125235
 126061
 131836
 139472
 B JAMES D. SIMMONS
 ET-UX
 300.00'
 C LARRY J. ANDERSON
 ET-UX
 300.00'
 T-3556
 9310
 148027
 145033
 139472
 237.03'
 79.90
 T-5674
 RODIANNE
 CHRISTENSEN
 36-6
 BREAH & SUSAN MARIE
 CHRISTENSEN NEW
 0010
 30-103
 87-336
 121159
 128926
 135639
 141702
 141703
 141704
 141865
 142471
 147597 WD
 146282 SURVEY
 Utility Easement
 145600
 7220
 T-3441
 T-2813
 T-2814
 151004
 7210 1/2
 T-5121
 DENNIS
 THORPE
 ET-UX
 T-5122
 WILLARD
 KIDMAN
 119785
 100616
 123987
 125275
 SAMARIA LANE ROAD
 PROJECT S-1704(I)
 271-18-3
 29-525
 20-229
 24-58
 ST

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

8/27/2014

WATER RIGHT NO. 15-2046A

- 100 acres

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	STANLEY ISAACSON MALAD CITY, ID
Original Owner	J M ISAACSON

Priority Date: 12/11/1954

Basis: License

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>
IRRIGATION	04/15	10/15	1.52 CFS	
Total Diversion			1.52 CFS	

Location of Point(s) of Diversion:

GROUND WATER | SWNE | Sec. 27 | Township 14S | Range 35E | ONEIDA County |

Place(s) of use:

Place of Use Legal Description: IRRIGATION ONEIDA 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>
14S	35E	27		SWNE	40		SENE	35.8						
				NESE	26.4		NWSE	40						

Total Acres: 142.2

INSTRUMENT # 78487

WARRANTY DEED

For Value Received William Stokes and Edith E. Stokes, husband and wife, of Snowville, Utah the grantors do hereby grant, bargain, sell and convey unto George Neal the Grantee the following described premises, in Oneida County Idaho, to wit:

The Southwest Quarter of the Northeast Quarter of
Section 19, Township 15 South, Range 31 East, Boise Meridian.

55¢ Documentary stamp attached and duly cancelled.

TO HAVE AND TO HOLD The said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantors do hereby covenant to and from all incumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: February 8, 1958.

William Stokes

Edith Stokes

STATE OF IDAHO
COUNTY OF _____

On this 13th day of February, 1958, before me, a notary public in and for said State personally appeared William Stokes & Edith E. Stokes, husband and wife, known to me to be the persons whose name are subscribed to the within instrument, and acknowledged to me that they executed the same.

Comm. Expires January 15, 1959.

(SEAL)

Jedd G. Owens
Notary Public
Residing at Malad, Idaho

Recorded March 6, 1958, 11 o'clock A.M.
Colen H. Sweeten, Jr. Recorder Rachel Hughes, Dep.

INSTRUMENT # 78488

WARRANTY DEED (Idaho)

KNOW ALL MEN BY THESE PRESENTS, That Joseph M. Isaacson, also known as J. M. Idaacson and Jetta Isaacson, his wife, of the County of Oneida, State of Idaho, parties of the first part, for and in consideration of the sum of Sixteen Thousand Seven Hundred and Fifty and No/100 - - - - - DOLLARS (\$16,750.00), in lawful money of the United States of America, and other valuable consideration, to _____ in hand paid by Stanley Isaacson and Twila Isaacson his wife, parties of the second part, do hereby GRANT, BARGAIN, SELL and CONVEY unto the parties of the second part, not as tenants in common and not as a community property estate, but as joint tenants with right of survivorship, their assigns, and the heirs and assigns of the survivor, all of the following-described real property situate, lying and being in the County of Oneida, State of Idaho, to wit:

West Half of the South East Quarter of Section 15, Township 14 South
Range 35 East of the Boise Meridian; also

Also East half of the South East Quarter of the South East Quarter
of Section Twenty-Seven, Township 14 South, Range 35 East of the
Boise Meridian; also

Commencing at the North East Corner of the South West Quarter of
the North East Quarter Section 27, Township 14 South, Range 35
East of the Boise Meridian, thence running West 1366 feet, thence
running South 666 feet, thence East 1366 feet, thence North
666 feet to place of beginning; also

Commencing at the South East Corner of the South East Quarter
of the North East Quarter of Section 27, Township 14 South Range
35 East of the Boise Meridian, thence running West 311 feet, thence
North 528 feet, thence West 359 feet, thence South 50 feet, thence
West 167 feet, thence North 39 feet, more or less, to a point 517
feet North of the North boundary line of the Samaria Lane Road
thence West 483 feet, more or less, to County Road, thence North
793 feet, more or less, to the North West Corner of South East Quarter
of the North East quarter of said Section 27; thence East 80 rods,
thence South 80 rods to place of beginning. Also:

Commencing at the South East Corner of the North East Quarter of
the South East Quarter of Section 27, Township 14 South, Range 35
East of the Boise Meridian; thence running North 80 rods, more or
less to Samaria Lane road thence West 297 feet, thence South 376 feet
Thence West 363 feet, thence North 376 feet, thence West 660 feet,
more or less, to County Road. Thence running South 80 rods, more or
less, to the South West Corner of the North East Quarter of the
South East Quarter of said Section 27, thence East 80 rods to place
of beginning. Also: 6 shares of the capital stock of Samaria Water and Irrigation
Co.

\$18.70 Documentary stamps attached and duly cancelled.

Together with all and singular the tenements, hereditaments and appurtenances thereunto
belonging or in anywise appertaining and all improvements, water and water rights ap-
purtenant 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 such joint tenants, and to their assigns, and to the
survivor of them, and to the heirs and assigns of such survivor forever.

The parties of the first part, for themselves and for their heirs, executors and
administrators, do hereby covenant to and with the parties of the second part, their
assigns, and the survivor of them, and the heirs and assigns of the survivor, that they
are lawfully seized in fee simple of said premises, that they are free from all encumbr-
ances, and that their 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 hands
and seals this Sixth day of March, 1958.

Witnesses: J. M. Isaacson (Seal)
E. L. Scott Jetta Isaacson (Seal)

ACKNOWLEDGMENT

STATE OF IDAHO) ss.
COUNTY OF ONEIDA)

On this Sixth day of March, 1958, before me, a Notary Public in and for said County and State, personally appeared Joseph M. Isaacson also known as J. M. Isaacson and Jetta Isaacson, his wife, to me known to be the identical individuals described in and who executed the within and foregoing instrument and whose names are subscribed there-to and acknowledged to me that they signed, sealed and executed the same as a 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 the day and year last above mentioned.

(SEAL) E. L. Scott
Notary Public in and for the State of
Residing at Malad City, Idaho
My Commission expires:

Recorded March 6, 1958, 4:20 o'clock P.M.
Colen H. Sweeten, Jr. Recorder Rachel Hughes, Dep.

INSTRUMENT # 78494

THIS INDENTURE, Made this 7th day of December in the year of our Lord, One Thousand Nine Hundred and Fifty-four between A. M. ORISON and ANNA ORISON, Husband and Wife, of Arbon, County of Oneida, State of Idaho the parties of the first part, and BERT O. MARBLE and ALBERTA M. MARBLE, husband and wife, of Malad, County of Oneida, 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 FIFTY THOUSAND & 00/100 ----- DOLLARS, lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged do by these presents, Grant, Bargain, Sell and Convey and Confirm unto said parties of the second part, and to their heirs and assigns forever: All those certain lots, pieces or parcels of land situate, lying and being in the County of Oneida, State of Idaho, bounded and more particularly described as follows, to-wit:

The Lots Three (3) and Four (4), the South Half of the Northwest Quarter and the Southwest Quarter of Section One (1) the Northeast Quarter, the Northeast Quarter of the Southwest Quarter, the North Half of the Southeast Quarter and the Southwest Quarter of the Southeast quarter of Section Twelve (12) all in Township Twelve (12) South, Range Thirty-three (33), East of the Boise Meridian, in Oneida County, Idaho, containing 640.60 acres.

\$38.50 Documentary Stamps attached and duly cancelled.

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the said parties of the second part, and to their heirs and assigns forever and the said parties of the first part, and their heirs warrant the said premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns against the said parties of the first part, and their heirs and against all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

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

A. M. Orison (Seal)

Anna Orison (Seal)

STATE OF IDAHO)
COUNTY OF BANNOCK) ss.

On this 8th day of December, in the year 1954, before me the undersigned, a Notary Public in and for said County and State, personally appeared A. M. ORISON and ANNA ORISON Husband and Wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL) S. L. Stowell
Notary Public
Residing at Pocatello, Idaho

Recorded this 11th day of March, 1958, 2 o'clock P.M.
Colen H. Sweeten, Jr. Recorder Rachel Hughes, Dep.

INSTRUMENT # 78504

Idaho 04583

THE UNITED STATES OF AMERICA
TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETINGS

WHEREAS, under the provisions of Section 8 of the Act of June 28, 1934 (48 Stat. 1269) entitled "An Act to stop injury to the public grazing lands by preventing overgrazing and soil deterioration, to provide for their orderly use, improvement, and development, to stabilize the livestock industry dependent upon the public range, and for other purposes," as amended by Section 3 of the Act of June 26, 1936 (48 Stat. 1976), the Heirs of Clarence H. Harwood, in exchange for certain other lands situated in the State of Idaho, have selected the following described tract of land:

RECEIVED
OCT 06 2014
Department of Water Resources
Eastern Region

USFWS/FHA
Permit HA 427-12 Idaho
(Rev. 1-5-62)
(COMMUNITY)

INDEXED

Warranty Deed (IDAHO)

KNOW ALL MEN BY THESE PRESENTS, That

STANLEY ISAACSON and TWILA ISAACSON, his wife,
of the County of Oneida, State of Idaho,
parties of the first part, for and in consideration of the sum of Fifty Thousand Dollars
Dollars (\$ 50,000.00),
in lawful money of the United States of America, and other valuable consideration, to them
in hand paid by ALAN R. ISAACSON, and a single person

hereby GRANT, BARGAIN, SELL and CON-
VEY unto the party of the second part, ~~hereinafter called party of the second part, do~~ and to the heirs and assigns of the second
party, all of the following-described property situate, lying and being in the County of ONEIDA
State of Idaho, to wit:

The West half of the Southeast quarter of Section 15, Township
14 South, Range 35 East, Boise Meridian.

The East half of the Southeast quarter of the Southeast quarter
of Section 27, Township 14 South, Range 35 East, Boise Meridian.

Commencing at the Northeast Corner of the Southwest quarter of
the Northeast quarter of Section 27, Township 14 South, Range 35
East, Boise Meridian; thence running West 1366 feet, thence South
666 feet, thence East 1366 feet, thence North 666 feet to the place
of beginning.

Commencing at the Southeast corner of the Southeast quarter of
the Northeast quarter of Section 27, Township 14 South, Range 35 East,
Boise Meridian; thence running West 311 feet, thence North 528 feet,
thence West 359 feet, thence South 50 feet, thence West 167 feet,
thence North 39 feet, more or less, to a point 517 feet North of the
North boundary line of the Samaria Lane Road, thence West 483 feet,
more or less, to County Road, thence North 793 feet, more or less, to
the Northwest Corner of the Southeast quarter of the Northeast quarter
of said Section 27, thence East 80 rods, thence South 80 rods to the
place of beginning.

Commencing at the Southeast corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 27,
Township 14 South, Range 35 East, Boise Meridian; thence running
North 80 rods, more or less, to Samaria Lane Road, thence West 297
feet, thence South 376 feet, thence West 363 feet, thence North 376
feet, thence West 660 feet, more or less, to County Road, thence South
80 rods, more or less, to the Southwest corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said
Section 27, thence East 80 rods to the place of beginning.

Also, 6 shares of the capital stock of Samaria Water and Irrigation
Co.

— Also, that certain deep well, pump, pumping equipment and personal
property used in connection therewith, situated in the Northeast corner
of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 27, Twp. 14 S., R. 35 E.B.M., described in
that certain Permit No. G25333 and/or Water License No. 25333, issued
by the State of Idaho, Department of Reclamation.

§ * *

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

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

Subject to mortgages in favor of the United States of America, acting
through the Farmers Home Administration

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise
appertaining and all improvements, water and water rights appurtenant 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~~ 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 9th day of November, 1972.

WITNESSES:

[Signature]

Stanley Isaacson (SEAL)
(Husband)

Twila Isaacson (SEAL)
(Wife)

ACKNOWLEDGMENT

STATE OF IDAHO

COUNTY OF ONEIDA

On this 9th day of November, 1972, before me, a Notary Public in
and for said County and State, personally appeared Stanley Isaacson
and Twila Isaacson, his wife, to me known to be the identical indi-
vidual(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
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 the day and year last above mentioned.

[SEAL]

[Signature]
Notary Public in and for the State of
Residing at Malad City, Idaho
My commission expires: 5/19/75

Recorded in _____
County, Idaho, on _____
_____, in Book _____
at Page _____

State of Idaho, County of Oneida: ss. 00023

[Signature]
Notary Public in and for the State of
Residing at Malad City, Idaho
My commission expires: 5/19/75

Twila Isaacson
Twila Isaacson

Warranty Deed

For Value Received MARIE DeLUCA, BRIAN DeLUCA, and SHERRY EASTER ISAACSON, the Grantors, do hereby grant, bargain, sell and convey unto GREG G. and WITONA L. FRIEDLI, husband and wife, whose current address is 5445 W. 300 N., Malad, Idaho 83252, the grantees, the following described premises, in Oneida County, Idaho, to wit:

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. Containing 0.3 acres.

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

Dated: 12-20-98

Marie De Luca
MARIE DeLUCA

Brian De Luca
BRIAN DeLUCA

Sherry Easter Isaacson
SHERRY EASTER ISAACSON

STATE OF Idaho)

COUNTY OF Oneida) ss

On this 20th day of December 1998 before me,
a notary public in and for said State, personally appeared

Marie De Luca

Brian De Luca

Sherry Easter Isaacson

known to me to be the persons whose names are subscribed
to the within instrument, and acknowledged to me that they
executed the same.

Paul J. Thomas
Notary Public

Residing at: Malad, Idaho

My Commission Expires: 11-8-99

Microfilm No. 126981

21 Day December 1998

At 11:35 o'clock h M

Shirley Blaisdell
Oneida Co. Recorder

Fee \$ 3.00

Recorded at Request of Deputy

Paul J. Thomas

BUYER'S STATEMENT OF SETTLEMENT

BUYER: LARRY J. & SHANNA ETHERINGTON ORDER NO.: 4673.98
SELLER: GREG G. & WITONA L. FRIEDLI DATE: 12-23-98
LENDER: IRELAND BANK
LISTING BROKER: VANDERWOOD REAL ESTATE PRO-RATION DATE: 12-23-98
SELLING BROKER: FLINDERS REALTY & EXCHANGE, INC.
PROPERTY ADDRESS: Approx. Acres located in Sec. 27, Twp. 14 S.
R. 35 EBM

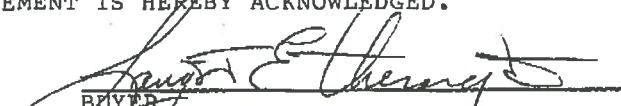
SALE PRICE	105,000.00
EARNEST MONEY DEPOSIT WITH FLINDERS REALTY	500.00
NOTE HELD BY SELLER	10,000.00
FIRST MORTGAGE WITH IRELAND BANK	73,000.00

CLOSING FEES:

ESCROW CLOSING FEE: SCOTT'S LAND TITLE CO. (1/2) ..	182.50
LENDERS TITLE INSURANCE: SCOTT'S LAND TITLE CO.	40.00
RECORDING FEES: ONEIDA COUNTY RECORDER (1/2) ...	18.00
LOAN FEE: IRELAND BANK	730.00
DOCUMENT PREPARATION: E. L. SCOTT (1/2)	<u>37.50</u>
 SUB-TOTALS	 106,008.00 84,242.00
BALANCE FROM BUYER	<u>21,766.00</u>
TOTALS	106,008.00 106,008.00

THE 1998 TAXES ARE BEING PAID IN FULL BY SELLER. THE PARTIES TO THIS TRANSACTION UNDERSTAND AND AGREE THAT THERE MAY BE A DIFFERENCE BETWEEN THE AMOUNT OF TAXES PAID IN 1998 AND THOSE ASSESSED IN 1999; AND FURTHER, THAT ADDITIONAL TAXES UNDER IDAHO CODE SECTIONS 63-203 (PERSONAL PROPERTY) AND 63-3905 (NEWLY CONSTRUCTED IMPROVEMENTS) MAY BE LEVIED.

RECEIPT OF A COPY OF THIS STATEMENT IS HEREBY ACKNOWLEDGED.


BUYER


BUYER

SCOTT'S LAND TITLE CO.
P.O. BOX 145
MALAD CITY, ID, 83252

RECEIVED
OCT 06 2014
Department of Water Resources
Eastern Region

WARRANTY DEED

For Value Received

ALAN R. ISAACSON, a single man

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

LARRY REN DIVES and CINDY DIVES, husband and wife,

whose current address is

Route #1, Malad City, Idaho, 83252

the grantees, the following described premises, in Oneida County Idaho, to wit:

Township 14 South, Range 35 East, Boise Meridian:

Section 27: 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 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 NE $\frac{1}{4}$ SE $\frac{1}{4}$ 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.

LESS Roadways

SUBJECT TO Well Agreement dated February 22, 1980, between Alan Isaacson and Larry R. and Cindy Dives, husband and wife, found of record on film as Instrument No. 100491, records of Oneida County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantor does 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 incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: February 22, 1980.

X Alan R. Isaacson
ALAN R. ISAACSON

STATE OF IDAHO, COUNTY OF ONEIDA
On this 22nd day of Feb., 1980,
before me, a notary public in and for said State, personally
appeared

ALAN R. ISAACSON

known to me to be the person whose name is
subscribed to the within instrument, and acknowledged to
me that he executed the same.

Residing at
Comm. Expires

Malad
Life

Notary Public
Idaho

State of Idaho, County of Oneida: ss.

I hereby certify that this instrument was filed for record at
request of Alan R. Isaacson at 10:00 o'clock P.M. this 22 day of Feb., 1980. In my office
and duly recorded on Film as Inst. No. 100514

Fee

\$ 10.00

Ex-Officio Recorder

By Richard D. Van
Deputy

100514

GREEN SERVICE
GASSER & KERL
Attorneys at Law
P. O. Box 4823
Pocatello, Idaho
83201
(208) 232-4471

100491
State of Idaho, County of Oneida ss.
I hereby certify that this instrument was filed for record at
request of Alan Isaacson at 2 minutes past 3
o'clock P.M. this 22nd day of Feb. A.D., 1980 in my office
and duly recorded on Film as Inst. No. 100491

Fee 8.10

Ex-Officio Recorder

By Paula E. Hens
Deputy

WELL AGREEMENT

This Agreement made this 22nd day of Feb.
80 1980, by and between ALAN ISAACSON of Oneida County,
State of Idaho, and LARRY R. and CINDY DIVES, Route 1,
Malad, Oneida County, Idaho;

WITNESSETH:

I, ALAN ISAACSON for and in consideration of the
purchase by LARRY R. and CINDY DIVES, of a tract of
land located at Twp. 14 S., R. 35 E.B.M., Section 27,
Comm. 282 feet W. of the SE Corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec.
27, thence N. 944 feet; W. 378 feet; N. 158 feet; N. 85°30'
W. 145 feet; N. 40°20' W. 271.06 feet; W. 340 feet more or
less to the County Road; S. 80 rods; E. 660 feet; S. 80
rods; E. 660 feet; N. 1135 feet; W. 282 feet; N. 185
feet to the point of beginning.;

does by these presents grant and convey unto the said
LARRY R. and CINDY DIVES a 50% ownership interest in
that certain deep well, pump, pumping equipment and
personal property used in connection therewith,
situated in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of
Section 27, Township 14 South, Range 35 E.B.M. as
described in that certain permit number G25333 and/or
water license number 25333, issued by the State of
Idaho, Department of Reclamation.

It is agreed by and between the parties that LARRY
R. and CINDY DIVES shall have a 50% interest in and to
equipment and well described above provided however
that the said LARRY R. and CINDY DIVES shall be
responsible for and pay 50% of all charges incurred in
the operation, maintenance, repair, upkeep,
development, replacement or expense of any kind

GREEN, SERVICE,
CASPER & KIRK
Attorneys at Law
P. O. Box 4083
Pocatello, Idaho
83201
(208) 232-4471

incurred in the operation of the pump, equipment, power or any other expense necessarily incurred in the use of the well or the water therefrom.

If either of the parties hereto for any reason should not pay the proportionate share of the bills, charges or expenses incurred in the operation of the pump or the well it is agreed such defaulting party will not receive water from the well until such bills are paid in full.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this 2nd day of ^{February} ~~December~~, 1980.

Alan K. Isaacson
ALAN ISAACSON

Larry R. Dives
LARRY R. DIVES

Cindy Dives
CINDY DIVES

**GREEN, SERVICE,
GASSER & KERL**
Attorneys at Law
P. O. Box 4883
Pocatello, Idaho
83201
(208) 232-4471

STATE OF IDAHO)
County of Oneida) ss

On this 22nd day of February, 1980, before me, the undersigned Notary Public in and for said County and State, personally appeared ALAN ISAACSON, known to me to be the person whose name are subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same.

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

(SEAL)

NOTARY PUBLIC For Idaho
Residing at: Malad, Idaho

RECEIVED
OCT 08 2014
Department of Water Resources
Eastern Region

PARCEL 1

WARRANTY DEED

For Value Received LARRY REN DIVES and CINDY LOU DIVES, husband and wife, of 237 N. Sandridge Rd., Malad City, Idaho 83252

the grantors, do hereby grant, bargain, sell and convey unto GREG GREENE FRIEDLI and WITONA LYNN FRIEDLI, husband and wife, of 534 N. Canyon Rd., Malad City, Idaho 83252

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

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.

122246

08 Nov 7 November 1995

At 11:05 o'clock a.m.

Shirley Blawie

County of Recorder

Fee \$ 3.00 Deputy

Recorded at Request of D.L. Evans

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s , their heirs and assigns forever. And the said Grantor s do hereby covenant to and with the said Grantee s , that they are the owner s in fee simple of said premises; that said premises are free from all encumbrances

and that the y will warrant and defend the same from all lawful claims whatsoever.

Dated: November 7, 1995.

Larry Ren Dives
LARRY REN DIVES

Cindy Lou Dives
CINDY LOU DIVES

STATE OF IDAHO, COUNTY OF ONEIDA

On this 7th day of Nov. ,1995 , before me, a notary public in and for said State, personally appeared

LARRY REN DIVES & CINDY LOU DIVES

known to me to be the person s whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

D.L. Evans
Notary Public

Residing at Malad City , Idaho
Comm. Expires 6/26/99

STATE OF IDAHO, COUNTY OF

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

at minutes past o'clock m.,
this day of
19 . In my office, and duly recorded in Book
of deeds at page

Ex-Officio Recorder

By Deputy

Fee \$
Mail to:

137 E. 50 South
Malad City, Idaho 83252
(208) 766-2201

D.L. EVANS, ESQ.
Attorney at Law

122246

RECEIVED
OCT 06 2014
Department of Water Resources
Eastern Region

CORRECTION
WARRANTY DEED

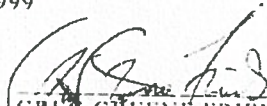
12/17/99
12 January 2000
11:05 A
John, Friedli
C. L. Satt

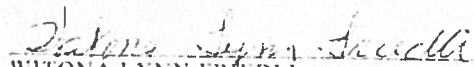
For Value Received, GREG GREENE FRIEDLI (also shown of record as Greg G. Friedli) and WITONA LYNN FRIEDLI, husband and wife, the Grantors, do hereby grant, bargain, sell and convey unto LARRY J. ETHERINGTON and SHANNA ETHERINGTON, husband and wife, whose current address is 1699 West Riverdale Road, Riverdale, Utah, 84405, the Grantees, the real property situated in the County of Oneida, State of Idaho, and particularly described in the SCHEDULE "A" attached hereto and made a part hereof by reference, and together with Grantor's interest in all water rights, gas, oil, geothermal and mineral rights appurtenant thereto.

THIS DEED WILL CORRECT THAT WARRANTY DEED BETWEEN THE ABOVE PARTIES DATED 12-22-98 RECORDED 12-23-98, AS INST. NO. 127006.

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 November 29, 1999


GREG GREENE FRIEDLI


WITONA LYNN FRIEDLI

STATE OF IDAHO
COUNTY OF ONEIDA.

ss

On this 31st day of December, 1999, before me, a Notary Public in and for said State, personally appeared GREG GREENE FRIEDLI and WITONA LYNN FRIEDLI, 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

SCHEDULE "A"

12/15/97

PARCEL 1

A parcel of land located in Section 27, Township 14 South, Range 36 East, Boise Meridian, and further described as follows:

Commencing 282 feet West of the SE Corner of the NE 1/4 of said Section 27, and running thence North 94.4 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, to the County Road; thence South 80 rods, more or less, to the SW corner of the NE 1/4 of said Section 27; thence East 660 feet; thence South 80 rods; thence East 660 feet; thence North 1435 feet; thence West 282 feet; thence North 185 feet to the point of beginning. 1-3443

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 5/8" rebar with cap set on the South line of line of the Blue Anderson parcel as recorded under Instrument number 123987 in 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 55.77 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 5/8" 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 245.84 feet to a 5/8" rebar with cap; thence North 12°37'13" East 102.66 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 29.22 feet to a 5/8" rebar with cap; thence North 03°26'43" East 51.05 feet to a 5/8" rebar with cap; thence North 00°58'07" East 249.38 feet to a 5/8" rebar with cap; thence North 85°13'03" West 219.10 feet to a 5/8" rebar with cap; thence North 40°27'40" West 202.32 feet to a 5/8" rebar with cap; thence North 32°34'48" West 46.36 feet to a 5/8" rebar with cap; thence North 24°23'32" West 26.99 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 the next 5 courses; thence South 61°22'54" East 39.53 feet to a found right-of-way monument; thence South 65°49'34" East 136.78 feet to a found right-of-way monument at the beginning of a 499.83 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 - S. 81°31'44" East 318.09 feet); thence North 21°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.

ALSO EXCEPTING THEREFROM, Commencing at the Southeast Corner of Section 27, Township 14 South, Range 35 East, Boise Meridian; and running thence North 00°01'30" East 1326.21 feet along the East line of said Section 27; thence West 661.96 feet to the Northwest Corner of the E 1/2 SE 1/4 of said Section 27 and the TRUE POINT OF BEGINNING; running thence North 89°54'53" East 21.30 feet along the North line of the E 1/2 SE 1/4 of said Section 27 and an existing fence line to a fence corner; thence South 00°00'26" East 1326.16 feet along an existing fence to the South line of the SE 1/4 of said Section 27; thence North 89°59'35" West 22.11 feet along said South line to the Southwest Corner of said E 1/2; thence North 00°01'41" East 1326.13 feet along the West line of said E 1/2 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.

SUBJECT TO BOUNDARY LINE AGREEMENT DATED SEPTEMBER 1, 1998, BETWEEN GREG GREEN, FRIEDL AND WITON FRIEDL AND LISA CONTRERAS, PERSONAL REPRESENTATIVE OF THE ESTATE OF BLUE LILL ANDERSON, RECORDED ON FILE AS INSTRUMENT NO. 126958

RECEIVED
OCT 06 2014
Department of Water Resources
Eastern Region

122259

4 November 95
8:30 a.m.
Shirley Blawie

2700
D.A. 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".

R E C I T A L S

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

EASEMENT AND WELL AGREEMENT -
Page 1

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

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 -
28 Page 2

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

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

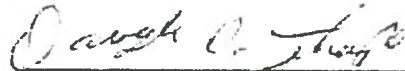
1 facility have signed their names hereto and have specified their
2 interests in the well facility as shown on the signature pages
3 attached hereto below.

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

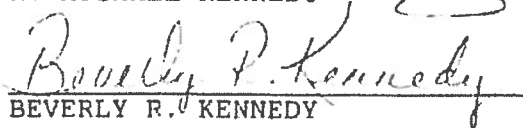
15
16 PARTY NO. 2: "KENNEDIES"

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

1 PARTY NO 3: "DIVES"

2 (a) Proportionate interest: 41%

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

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

8 Larry R. Dives
9 LARRY R. DIVES

10 Cindy Lou Dives
11 CINDY DIVES

12
13
14 STATE OF IDAHO)
15 : ss.
16 County of Oneida)

17 On this 26th day of May, 1994, personally appeared
18 before me, a notary public in and for said County and State,
19 DOUGLAS D. THORPE, TONYA D. THORPE, K. MICHAEL KENNEDY and BEVERLY
20 R. KENNEDY, known to me to be the persons whose names are
21 subscribed to the foregoing instrument and acknowledged to me that
22 they executed the same.

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

26 [Signature]
27 Notary Public for Idaho
28 Residing at Malad City
My Commission expires: 3/26/99

EASEMENT AND WELL AGREEMENT -
Page 6

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:

6/26/99

15
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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

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.