

DEV ✓

RECEIVED

JUL 15 2014

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESWATER RESOURCES
WESTERN 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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
PO 65-2589	Yes ☐		Yes ☐		Yes ☐
PO 65-2686	Yes ☐		Yes ☐		Yes ☐
~~APP 65-13709~~	~~Yes ☐~~	~~NOT CHANGED~~	Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Clyde Dilley (Argyl) Evelyn Raymond (65-13709)
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Robin Brooks
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 15 Memory Lane Lowman Id 83637
Mailing address City State ZIP
- 208 283-0790 burntpine2001@yahoo.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: 4/23/1990
6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
 - If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - New lessor(s) of record will receive payment after the following rental season.
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.

SUPPORT DATA

IN FILE # 65-2589

8. Signature: Robin B Brooks owner 7-7-14
Signature of new owner/claimant Title, if applicable Date
- Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by J. Strang Date 7-15-2014 Receipt No. W042339 Receipt Amt. 75.00
Approved by KW & RS Processed by RS Date 8/29/14

RECEIVED

P195649

AUG 07 2014

Instrument # 179275

IDAHO CITY, BOISE COUNTY, IDAHO

2000-11-22 04:26:01 No. of Pages: 2

WATER RESOURCES
WESTERN REGION

Recorded for: MTN VIEW TITLE

RORA A. CANODY

Fee: 6.00

Ex-Officio Recorder Deputy *Shirley George*
Index to: DEEDS

PC35907

WARRANTY DEED

FOR VALUE RECEIVED Evelyn L. Raymond, a single person

the Grantor, does hereby grant, bargain, sell and convey unto Robin B. Brooks, a single person

the Grantee, whose address is 15 Memory Lane, Lowman, ID, 83637

the following described premises, to-wit:

See attached Exhibit "A", which by this reference is made a part hereof and is comprised of one (1) page.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, her heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that she is the owner in fee simple of said premises; that said premises are free from all encumbrances; except for general taxes and assessments for the year 2000 and subsequent years, covenants, conditions, restrictions and easements of record; and that she will warrant and defend the same from all lawful claims whatsoever.

DATED: November 2, 2000

Evelyn L. Raymond
Evelyn L. Raymond

STATE OF IDAHO

COUNTY OF CANYON

On this 7 day of NOVEMBER in the year 2000, before me a Notary Public, personally appeared ROGER RAYMOND known or identified to me to be the person whose name is subscribed to the within instrument as the Attorney In Fact of EVELYN L. RAYMOND and acknowledged to me that HE subscribed the name of EVELYN L. RAYMOND thereto as principal, and HIS own name as Attorney In Fact.

Kathy McDonald
Notary Public

Residing at NAMPA

My commission expires 5/27/05

100 10TH AVE SOUTH
NAMPA, IDAHO 83855



PIONEER TITLE COMPANY
CANYON COUNTY

610 SOUTH KIMBALL
CALDWELL, ID 83605

File Number: 195649

EXHIBIT A

A PARCEL OF LAND SITUATED IN H.E.S. NO. 88 LOCATED IN GOVERNMENT LOT 3 OF SECTION 31, TOWNSHIP 9 NORTH, RANGE 8 EAST, BOISE MERIDIAN, BOISE COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CORNER NO. 3 OF SAID H.E.S. NO. 88; THENCE SOUTH 84 DEGREES 30' WEST, 1059.00 FEET ON THE NORTH LINE OF SAID H.E.S. NO. 88 TO A HALF INCH STEEL PIN, THE **REAL POINT OF BEGINNING**; THENCE CONTINUING SOUTH 84 DEGREES 30' WEST, 200.00 FEET TO A POINT; THENCE SOUTH, 200.00 FEET TO A POINT; THENCE NORTH 84 DEGREES 30' EAST, 200.00 FEET TO A POINT; THENCE NORTH, 200.00 FEET TO THE **REAL POINT OF BEGINNING**.

END OF LEGAL DESCRIPTION

QUITCLAIM DEED

FOR VALUE RECEIVED,

Robin Brooks who acquired title as Robin B. Brooks

GRANTOR, DOES HEREBY CONVEY, RELEASE, REMISE AND
FOREVER QUIT CLAIM UNTO:
ROBIN B. BROOKS

GRANTEE, WHOSE CURRENT MAILING ADDRESS IS:

15 Memory Ln
Lowman, ID 83637

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN BOISE
COUNTY, STATE OF IDAHO, MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

See exhibits attached hereto and made a part hereof.

TOGETHER WITH THEIR APPURTENANCES,

Robin B Brooks

SIGNATURE

11/27/12

DATE

STATE OF IDAHO)

COUNTY OF BOISE)

Instrument # 237565

IDAHO CITY, BOISE COUNTY, IDAHO

11-30-2012 12:57:03 No. of Pages: 3

Recorded for : ROBIN BROOKS

MARY T. PRISCO Fee: 16.00

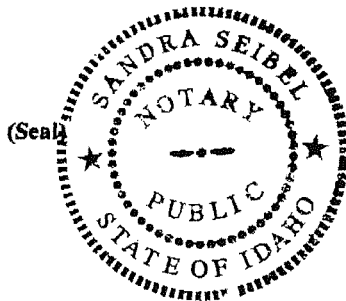
Ex-Officio Recorder Deputy [Signature]

Index to: DEEDS

On this 27 day of Nov. in the year 2012, before me a notary public in and
for said State,

Personally appeared Robin B Brooks

Known or identified to me to be the person whose name she subscribed to the
within instrument, and acknowledged to me that she executed the same.



Sandra Seibel
Notary Public of Idaho

Residing at Horseshoe Bend
My Commission expires 2/16/16

RECEIVED

JUL 25 2014

WATER RESOURCES
WESTERN REGION

Critser Land Survey

10546 Summerwind Drive

Boise, Idaho 83704

Boise - (208) 322-6145

Jerome - (208) 324-8824

Fax - (208) 322-0369

LAND DESCRIPTION

FOR

ROBIN B. BROOKS

HC 77 BOX 3612

LOWMAN, IDAHO 83637

(STORE SITE)

TOWNSHIP 9 NORTH, RANGE 8 EAST, BOISE MERIDIAN
SECTION 31

BOISE COUNTY, IDAHO

PART SE $\frac{1}{4}$ NW $\frac{1}{4}$ AND PART OF H.E.S. 88 (INSTRUMENT NUMBER 136515)

Beginning at H.E.S. corner Number 3 marked with a Forest Service
brass cap;

thence South 84° 13' 28" West 1059.37 (recorded South 84°
15' West 1059.00 feet) along the Northerly boundary of H.E.S.
88;

thence South 0° 34' 03" East 303.37 feet along an existing
fence to a one and one-half inch steel pipe set in concrete
the TRUE POINT OF BEGINNING;

thence South 14° 24' 07" West 236.00 feet (recorded South
16° West) along an existing fence to a point which bears North
14° 24' 07" East 45.38 feet from the Northerly Right-of-Way for
State Highway Number 21, Project F-3291 (5) Station 166 + 10.73;

thence North 72° 56' 42" West (recorded North 74° 00' West)
187.00 feet;

thence South 14° 24' 07" West (recorded South 16° West)
46.28 feet to the Northerly Right-of-Way boundary for State
Highway Number 21;

thence North 79° 16' 38" West 186.12 feet along the Chord
of a spiral curve to the center of Barbara Creek and the
Northerly boundary of State Highway Number 21, Project F-3291(5);

thence Northerly and upstream along Barbara Creek the following
courses:

North 12° 52' 28" West 58.75 feet;

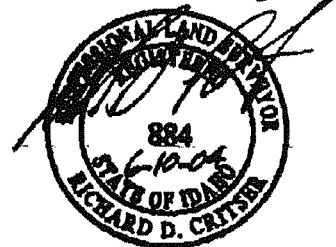
North 34° 35' 14" East 102.20 feet;

thence departing Barbara Creek South 83° 49' 59" East
245.30 feet;

thence North 64° 17' 15" East 158.77 feet to the TRUE
POINT OF BEGINNING.

Said Parcel of land containing 1.39 Acres more or less.

Parcel is subject to an Access Easement 25.00 feet in width along
the Easterly boundary.



Critser Land Survey

10546 Summerwind Drive

Boise, Idaho 83704

Boise - (208) 322-6145

Jerome - (208) 324-8824

Fax - (208) 322-0369

LAND DESCRIPTION

FOR

ROBIN B. BROOKS

HC 77 BOX 3612

LOWMAN, IDAHO 83637

(HOME SITE)

TOWNSHIP 9 NORTH, RANGE 8 EAST, BOISE MERIDIAN
SECTION 31

BOISE COUNTY, IDAHO

PART SE $\frac{1}{4}$ NW $\frac{1}{4}$ AND PART OF H.E.S. 88 (INSTRUMENT NUMBER 136515)

Beginning at H.E.S. corner Number 3 marked with a Forest
Service brass cap;

thence South 84° 13' 28" West 1059.32 (recorded South
84° 15' West 1059.00 feet) along the Northerly boundary
of H.E.S. 88 to the TRUE POINT OF BEGINNING;

thence South 0° 34' 03" East 303.37 feet (recorded
South 300.00 feet) along an existing fence to a one and
one-half inch steel pipe set in concrete;

thence South 64° 17' 15" West 158.77 feet;

thence North 83° 49' 59" West 245.30 feet to
Barbara Creek;

thence following Barbara Creek Northerly and
upstream the following courses:

North 4° 41' 06" East 77.64 feet;

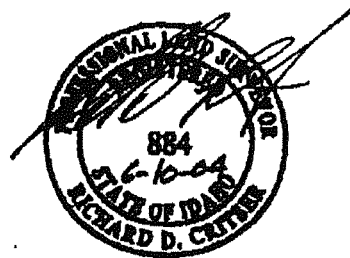
North 12° 02' 11" East 86.79 feet;

North 13° 45' 49" West 108.53 feet;

North 27° 13' 04" West 41.95 feet along said creek
to H.E.S. 88 corner Number 4 marked with a Forest
Service brass cap;

thence North 84° 13' 28" East 406.55 feet along
the northerly boundary of H.E.S. 88 to the TRUE POINT
OF BEGINNING;

Said Parcel of land containing 2.88 Acres more or less.



QUITCLAIM DEED

FOR VALUE RECEIVED, Robin Brooks

GRANTOR, DOES HEREBY GRANT, BARGAIN, SELL AND CONVEY
UNTO: Robin Brooks

GRANTEE, WHOSE CURRENT MAILING ADDRESS IS:
15 Memory Lane, Lowman, Id. 83637

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN BOISE
COUNTY, STATE OF IDAHO, MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

See attached

Instrument # 208472

IDAHO CITY, BOISE COUNTY, IDAHO

2006-06-08

10:46:51 No. of Pages: 2

Recorded for: ROBIN BROOKS

RORA A. CANODY

Fee: 6.00

Ex-Officio Recorder Deputy Ally Guy

Index to: DEEDS

TOGETHER WITH THEIR APPURTENANCES,

Robin Brooks

SIGNATURE

6/8/06

DATE

SIGNATURE

DATE

STATE OF IDAHO)

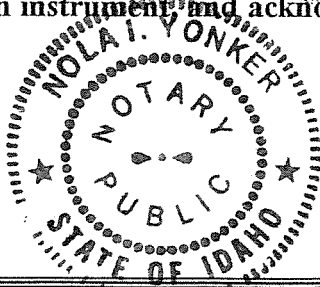
COUNTY OF BOISE)

On this 8 day of June in the year 2006, before me a notary public in and
for said State,

Personally appeared Robin Brooks

Known or identified to me to be the person whose name is subscribed to the
within instrument and acknowledged to me that she executed the same.

(Seal)



Nola J. Yonker
Notary Public of Idaho

Residing at Idaho City, Id

My Commission expires 9/12/06

LAND DESCRIPTION
FOR
ROBIN B. BROOKS
HC 77 BOX 3612
LOWMAN, IDAHO 83637

(STORE SITE)

TOWNSHIP 9 NORTH, RANGE 8 EAST, BOISE MERIDIAN
SECTION 31

BOISE COUNTY, IDAHO

PART SE $\frac{1}{4}$ NW $\frac{1}{4}$ AND PART OF H.E.S. 88 (INSTRUMENT NUMBER 136515)

Beginning at H.E.S. corner Number 3 marked with a Forest Service brass cap;

thence South 84° 13' 28" West 1059.37 (recorded South 84° 15' West 1059.00 feet) along the Northerly boundary of H.E.S. 88;

thence South 0° 34' 03" East 303.37 feet along an existing fence to a one and one-half inch steel pipe set in concrete the TRUE POINT OF BEGINNING;

thence South 14° 24' 07" West 236.00 feet (recorded South 16° West) along an existing fence to a point which bears North 14° 24' 07" East 45.38 feet from the Northerly Right-of-Way for State Highway Number 21, Project F-3291 (5) Station 166 + 10.73;

thence North 72° 56' 42" West (recorded North 74° 00' West) 187.00 feet;

thence South 14° 24' 07" West (recorded South 16° West) 46.28 feet to the Northerly Right-of-Way boundary for State Highway Number 21;

thence North 79° 16' 38" West 186.12 feet along the Chord of a spiral curve to the center of Barbara Creek and the Northerly boundary of State Highway Number 21, Project F-3291(5);

thence Northerly and upstream along Barbara Creek the following courses:

North 12° 52' 28" West 58.75 feet;

North 34° 35' 14" East 102.20 feet;

thence departing Barbara Creek South 83° 49' 59" East 245.30 feet;

thence North 64° 17' 15" East 158.77 feet to the TRUE POINT OF BEGINNING.

Said Parcel of land containing 1.39 Acres more or less.

Parcel is subject to an Access Easement 25.00 feet in width along the Easterly boundary.



QUITCLAIM DEED

Instrument # 208473

IDAHO CITY, BOISE COUNTY, IDAHO

2006-06-08

10:46:51 No. of Pages: 2

Recorded for: ROBIN BROOKS

RORA A. CANODY

Fee: 6.00

Ex-Officio Recorder Deputy

Index to: DEEDS

FOR VALUE RECEIVED,

Robin Brooks

GRANTOR, DOES HEREBY GRANT, BARGAIN, SELL AND CONVEY
UNTO:

Robin Brooks

GRANTEE, WHOSE CURRENT MAILING ADDRESS IS:

Robin Brooks. 15 Memory Lane, Lowman, Id 83637

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN BOISE
COUNTY, STATE OF IDAHO, MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

See attached

TOGETHER WITH THEIR APPURTENANCES,

Robin Brooks

SIGNATURE

6/8/06

DATE

SIGNATURE

DATE

STATE OF IDAHO)

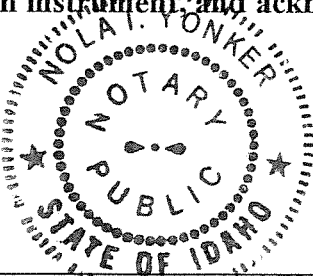
COUNTY OF BOISE)

On this 8 day of June in the year 2006, before me a notary public in and
for said State,

Personally appeared Robin Brooks

Known or identified to me to be the person whose name is subscribed to the
within instrument, and acknowledged to me that She executed the same.

(Seal)



Nola J. Yonker
Notary Public of Idaho

Residing at

Idaho City, Id

My Commission expires

9/12/06

Critser Land Survey

10546 Summerwind Drive

Boise, Idaho 83704

Boise - (208) 322-6145

Jerome - (208) 324-8824

Fax - (208) 322-0369

LAND DESCRIPTION FOR

ROBIN B. BROOKS
HC 77 BOX 3612
LOWMAN, IDAHO 83637
(HOME SITE)

TOWNSHIP 9 NORTH, RANGE 8 EAST, BOISE MERIDIAN
SECTION 31

BOISE COUNTY, IDAHO

PART SE $\frac{1}{4}$ NW $\frac{1}{4}$ AND PART OF H.E.S. 88 (INSTRUMENT NUMBER 136515)

Beginning at H.E.S. corner Number 3 marked with a Forest Service brass cap;

thence South 84° 13' 28" West 1059.37 (recorded South 84° 15' West 1059.00 feet) along the Northerly boundary of H.E.S. 88 to the TRUE POINT OF BEGINNING;

thence South 0° 34' 03" East 303.37 feet (recorded South 300.00 feet) along an existing fence to a one and one-half inch steel pipe set in concrete;

thence South 64° 17' 15" West 158.77 feet;

thence North 83° 49' 59" West 245.30 feet to Barbara Creek;

thence following Barbara Creek Northerly and upstream the following courses:

North 4° 41' 06" East 77.64 feet;

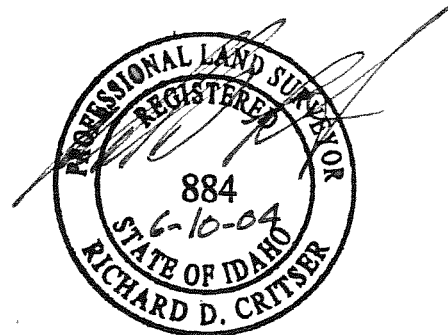
North 12° 02' 11" East 86.79 feet;

North 13° 45' 49" West 108.53 feet;

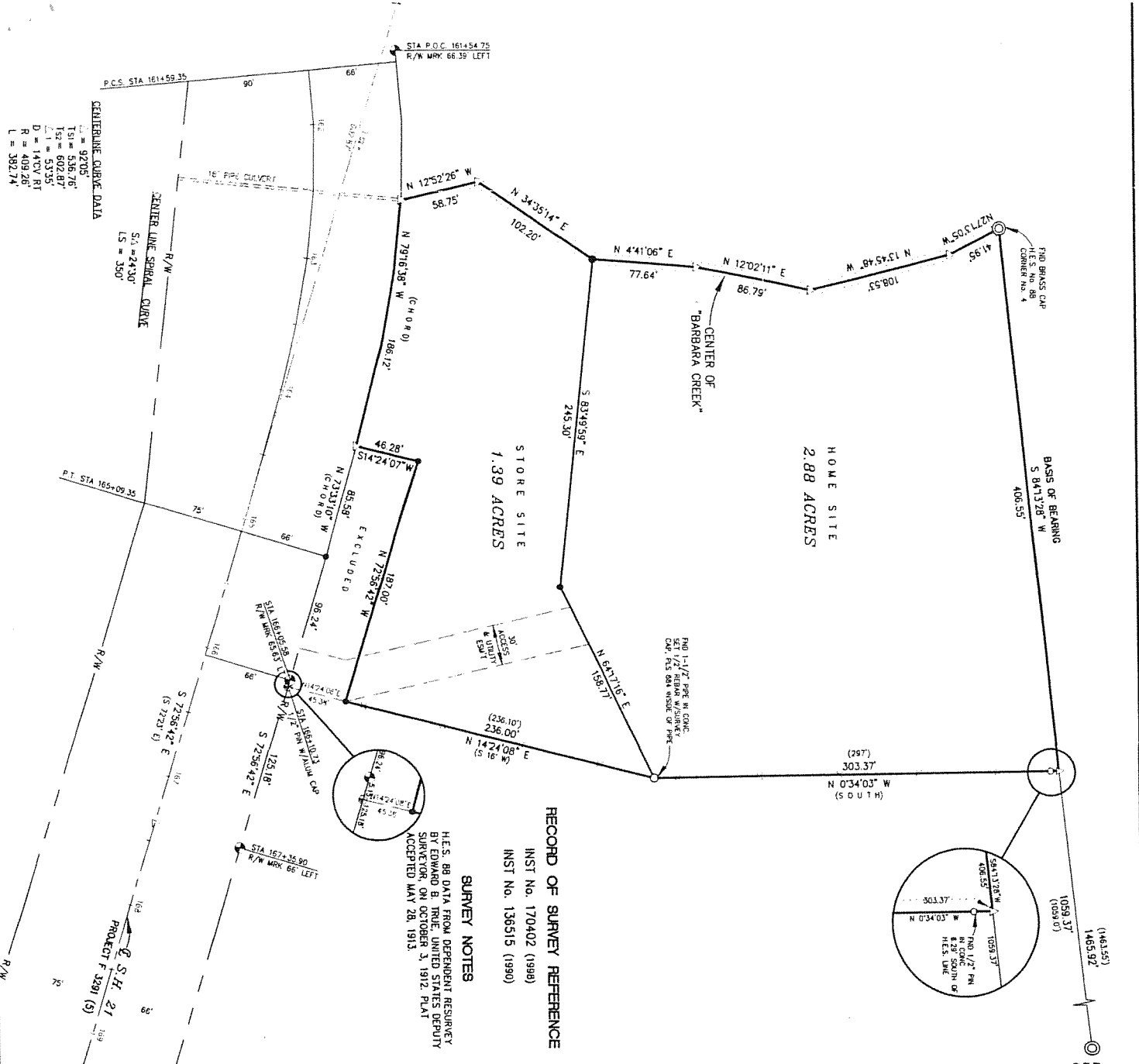
North 27° 13' 04" West 41.95 feet along said creek to H.E.S. 88 corner Number 4 marked with a Forest Service brass cap;

thence North 84° 13' 28" East 406.55 feet along the northerly boundary of H.E.S. 88 to the TRUE POINT OF BEGINNING;

Said Parcel of land containing 2.88 Acres more or less.



Sub. # 197041



RECORD OF SURVEY REFERENCE

INST No. 170402 (1998)
INST No. 136515 (1990)

SURVEY NOTES

H.E.S. 88 DATA FROM DEPENDENT RESURVEY BY EDWARD B. TRUE, UNITED STATES DEPUTY SURVEYOR, ON OCTOBER 3, 1912. PLAT ACCEPTED MAY 28, 1913.

CERTIFICATE OF SURVEYOR

I do hereby certify that I am a Land Surveyor, licensed by the State of Idaho and that this map was prepared under my personal supervision, and is on accurate representation of said survey.

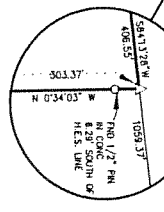
R.D. Critser, L.S.



RECORDER'S CERTIFICATE

State of Idaho) SS
County Of Boise)

Filed for record at request of R.D. Critser at page 29 of Book 244 minutes past 3 o'clock p.m. this 29th day of June 2004.
By *Shirley G. Gentry*
Shirley G. Gentry



SCALE IN FEET
1" = 50'

LEGEND

- SURVEY BOUNDARY
- RIGHT OF WAY LINE
- PARCEL LINE
- EASEMENT LINE
- EXISTING FENCE LINE
- 5/8" REBAR SET W/CAP LS No. 884
- 1/2" REBAR SET W/CAP LS No. 884
- FOUND R/W MARKER
- FOUND 1/2" PIN W/ ALUM CAP
- FOUND BRASS CAP, H.E.S. BOUNDARY
- FOUND 1-1/2" PIPE
- FOUND 1/2" REBAR
- △ CALCULATED POINT (NOT SET)

RECORD OF SURVEY

FOR

ROBIN BROOKS

HC #77 BOX 3612 LOWMAN, IDAHO 83637

LOCATED IN NE 1/8 AND PART OF GOVT LOT 3

BOISE COUNTY, IDAHO

CRTISER LAND SURVEYS

L.S. No. 884

324-8824

322-6145

Scale: 1" = 50' Draft: SFT Check: DC Date: 6/29/04

Dwg No.: 884-001 Sht. 1 of 1 Job No.:

PROMISSORY NOTE

\$ 22,500.00

Caldwell, Idaho,

May 29, 1990

I/We promise to pay to the order of **Argyl M. Dilley**, at Caldwell, Idaho, **Twenty two thousand five hundred and no/100 DOLLARS**, payable in lawful money of the United States of America, with interest thereon in like money, from and after **May 30, 1990** until paid, at the rate of **seven (7.00)** per cent per annum.

Principal and Interest to be paid as follows:

Payable in monthly installments of \$200.00 each, with the first such payment due on the 30th day of June, 1990, and continuing to be paid in a like sum on or before the 30th day of each subsequent month, until October 1, 2005, at which date the entire then remaining principal balance and all accrued interest shall be paid in full.

All payments, including partial prepayments, shall be applied first to accrued interest and then to the principal balance.

The maker shall have the right to prepay this Note in whole or in part without penalty.

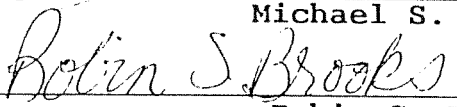
I/We agree that in case of default in the payment of any said installments, such unpaid installment shall bear interest from the date of such maturity until paid at the legal rate per annum, and that if any one of said installments or interest due hereon is not paid within ten (10) days after the same becomes due and payable, the whole of the principal sum then remaining unpaid, together with the interest that shall have accrued thereon, shall forthwith become due and payable at the election of the holder of this note, without notice. If action is commenced to enforce payment of this note, I/We agree to pay such sums as the court may affix as attorneys' fees. The makers and endorsers hereon jointly and severally waive presentment for payment, demand, protest and notice of protest of non-payment of this note.

No.

Due October 1, 2005



Michael S. Baird



Robin S. Brooks

**PIONEER TITLE COMPANY
OF CANYON COUNTY**

100 10TH AVE SOUTH
NAMPA, IDAHO 83651

423 SOUTH KIMBALL
CALDWELL, ID 83605

REAL ESTATE PURCHASE AND SALE AGREEMENT

Rev. 4-83

(with Earnest Money Provision)

THIS CONTRACT CONTROLS THE TERMS OF SALE OF THE PROPERTY. READ CAREFULLY BEFORE SIGNING. IF ANY QUESTION, CONSULT YOUR ATTORNEY.

LOWMAN Idaho APRIL 23 19 90

MICHAEL S. BAIRD OR ROBIN S. BROOKS

(hereinafter called "Buyer") agrees to purchase, and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "premises" located in

LOWMAN, County of BOISE

State of Idaho, commonly known as

legally described as: ATTACHED LEGAL DESCRIPTION

(A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED, ATTACHED OR WRITTEN ON THE REVERSE HEREOF PRIOR TO EXECUTION BY SELLER. Buyer hereby authorizes broker to insert over his signature the correct legal description of the premises if unavailable at the time of signing, or to correct the legal description previously entered if erroneous or incomplete.)

1. TOTAL PURCHASE PRICE IS TWENTY-THREE THOUSAND DOLLARS (\$ 23,000) payable as follows:

A. Earnest Money.

(a) Buyer hereby deposits and a receipt is hereby acknowledged of FIVE HUNDRED Dollars (\$ 500.00)

evidenced by: ☒ Cash, ☐ Personal Check, ☐ Cashiers Check, ☐ Note Due, or paid or delivered as earnest money in part payment of the purchase price for the premises.

(b) Earnest Money to be deposited in trust account upon acceptance by all parties.

(c) All Earnest Money shall be held by ARGYL M. DILLEY for the benefit of the parties hereto, and (Broker) shall hold the completely executed broker's copy of this agreement.

B. Balance of purchase price to be paid as follows: TWO HUNDRED DOLLARS A MONTH.

2. Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of APRIL 25, 1990. If Seller does not accept this agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.

3. Title of Seller is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by Seller may be paid out of purchase money at date of closing. Any liens, encumbrances or defects which are to be discharged or assumed by Buyer or to which title is taken subject to (not otherwise set forth above) are:

NONE

4. The Seller shall, within a reasonable time after closing, furnish to the Buyer a title insurance policy in the amount of the purchase price of the premises from a title insurance company showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this agreement to be discharged or assumed by the Buyer. Prior to closing the transaction, the Seller shall furnish to the Buyer a preliminary report or commitment made by a title insurance company showing the condition of the title to said premises. The parties agree that Title Company shall provide said title policy and preliminary report or commitment. It is agreed that if the title to said premises is not marketable, or cannot be made so within thirty (30) days after notice containing a written statement of defects is delivered or mailed to the Seller, or if the Seller, having approved said sale fails to consummate the same as herein agreed, such failure shall constitute a default and the Earnest Money shall be returned to the Buyer and Seller shall pay for the cost of title insurance, escrow and legal fees, if any. Buyer's acceptance of the Earnest Money does not constitute a waiver of other remedies available.

5. It is hereby agreed that the "closing agent" for this agreement shall be is the broker responsible for the closing.

Where not otherwise provided by law, the parties shall each pay one-half of said closing agent's fees. The closing date shall be

6. On or before the closing date, Buyer and Seller shall deposit with the closing agent all funds and instruments necessary to complete the sale.

7. Seller shall deliver possession to Buyer on or before APRIL 25, 1990, and taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserves on liens, loans or obligations assumed or taken subject to, and utilities shall be prorated as of

Buyer shall pay for fuel in fuel tank, the amount to be determined by the supplier at Seller's expense.

8. The parties agree that this agreement contains the following additional terms and conditions: PROPERTY TO BE SOLD AS IS AS OF APRIL 25, 1990.

9. The following items of property now on the premises are specifically excluded from the sale: NONE

The following items of personal property are specifically included in the sale: NONE

10. IMPORTANT: THE REVERSE OF THIS AGREEMENT CONTAINS IMPORTANT PROVISIONS WHICH ALSO CONSTITUTE PART OF THE AGREEMENT. Each of the parties acknowledges reading this agreement in full.

Listing Agency:

Selling Agency:

BUYER

By

Buyer's Address

Buyer's Phone

On this date,

I, We hereby approve and accept the sale set forth in the above agreement and agree to carry out all the terms thereof on the part of the Seller, and the undersigned Seller further agrees to pay a commission of % of selling price or DOLLARS (\$) to the above named broker(s) for services.

I / We further acknowledge receipt of a true copy of this agreement with the complete legal description of the premises inserted and signed by both parties.

SELLER

Seller's Address

SELLER

Seller's Phone

A true copy of the foregoing agreement, signed by the Seller and containing the full and complete legal description of the premises, is hereby received on this day of 19

BUYER

BUYER

STATE OF IDAHO)

County of) ss

On this day of 1990, before me, the undersigned, a Notary Public in and for said State, personally

appeared known to me to be the person(s) who signed the foregoing instrument as Seller and acknowledged to me that he executed the same.

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

BUYER'S COPY—with Seller's Acceptance

Boise County Idaho ss
Request of

Time 9:01 A.M.

Date May 31, 1984

Book 88

Page 260

Arlene C. Kolar

By  Deputy

Fee 6.00

WARRANTY DEED

For Value Received, CORA E. DILLEY, a widow, of 1918 Summit Drive, Caldwell, Idaho, the Grantor, does hereby grant, bargain, sell and convey unto M. CLYDE DILLEY and ARGYL M. DILLEY, husband and wife, of P. O. Box 241, Notus, Idaho 83656, the Grantees, the following described premises, situated in Boise County, State of Idaho, to wit:

A piece or parcel of land situated in the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 31, Township 9 North, Range 8 East, B.M., more particularly described as follows, to wit:

Commencing at Corner No. 4 of the H. E. Survey No. 88 in said Boise County, Idaho; thence Southerly along the West boundary line of said Survey a distance of 234 feet; thence East 240 feet to the REAL POINT OF BEGINNING; thence East a distance of 50 feet; thence South a distance of 100 feet; thence West a distance of 50 feet; thence North a distance of 100 feet to the REAL POINT OF BEGINNING; together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining;

ALSO:

That certain tract of land situated in the County of Boise, State of Idaho, described as follows:

Beginning at Corner No. 3 of H. E. S. No. 88 in Section 31, Township 9 N., Range 8 E., Boise Meridian; thence S. 84°15' W. 1059 feet along the line running between Corners No. 3 and No. 4 of H. E. S. No. 88 to the POINT OF BEGINNING of said tract; thence due South 300 feet; thence S. 16° W. 397.96 feet; thence N. 70°3' W. 394 feet to Barbara Creek; thence in a northerly direction along the thread of Barbara Creek to a point where it intersects with the line running between Corners No. 3 and No. 4 of H. E. S. No. 88; thence N. 84°15' E. 415.62 feet to the POINT OF BEGINNING.

Which tract of land is a portion of that property known as the Charles West Homestead No. 88 described as follows: Beginning at Corner No. 1, from which the Corner of Sections 29, 30, 31 and 32, said Township and Range bears North 3' West 33.55 chains distant; thence North 87°15' West 6.9 chains to Corner No. 2; thence North 53° West 26.32 chains to Corner No. 3; thence South 84°15' West 22.57 chains to Corner No. 4; thence South 7°30' West 7.64 chains to Corner No. 5; thence meandering South Fork of Payette River, South 70°3' East 17.17 chains, South 88°45' East 11.5 chains, North 23°45' East 2.5 chains, North 70° East 2 chains, South 65°30' East 4.00 chains, South 41°30' East 5.20 chains, South 24°45' East 6.5 chains, South 52° East 5.8 chains, South 55°15' East 7.6 chains, South 89°45' East 1.5 chains to Corner No. 6; thence North 59°45' East 5.91 chains to Corner No. 7; thence North 4°52' East 13.36 chains to Corner No. 8; thence North 87°15' West 6.27 chains to Corner No. 1, the place of Beginning, containing 70.37 acres,

according to the official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor-General, subject to any County Roads and any other restrictions contained in the patent to the grantor, Charles West.

EXCEPTING THEREFROM:

Commencing at the Corner of No. 3 of H. E. S. No. 88, in Section 31, Township 9 North, Range 8 East B.M., Boise County, Idaho; thence South 84°15' West 1059 feet along the line running between Corners No. 3 and No. 4 of H. E. S. No. 88; thence due South 300.0 feet; thence South 16°00' West 236.0 feet to the TRUE POINT OF BEGINNING of this tract; thence North 74°00' West 187.0 feet; thence South 16°00' West 148.06 feet more or less to the South Fork of the Payette River; thence meandering along the South Fork of the Payette River, South 70°03' East 187.45 feet; thence North 16°00' East 161.96 feet more or less to the TRUE POINT OF BEGINNING.

SUBJECT TO road right of way purposes of ingress and egress over and across the presently existing access road located on the herein described real property, and

FURTHER SUBJECT TO road right of way as granted by Paul Jones and Katie Jones to Boise County, Idaho, by instrument recorded August 4, 1923 in Book 43 of Deeds at Page 176, records of Boise County, Idaho.

ALSO EXCEPTING THEREFROM:

A parcel of land situated in H.E.S. No. 88 located in Government Lot 3 of Section 31, T.9N., R.8E., B.M., Boise County, Idaho, more particularly described as follows:

Commencing at Corner No. 3 of said H.E.S. No. 88; thence S. 84°30' W., 1059.00 feet on the north line of said H.E.S. No. 88 to a 1/2-inch steel pin, the REAL POINT OF BEGINNING; thence continuing S. 84°30' W., 200.00 feet to a point; thence South, 200.00 feet to a point; thence N. 84°30' E., 200.00 feet to a point; thence North, 200.00 feet to the REAL POINT OF BEGINNING, containing 0.91 acre more or less;

SUBJECT TO a right of way for road on the West side of the property herein described.

RESERVING TO the Grantor a life estate in and to said property.

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 she is the owner in fee simple of said premises; that said premises are free from all incumbrances and that she will warrant and defend the same from all lawful claims whatsoever.

Dated May 18, 1984.

D. . . S. . .

STATE OF IDAHO)

ss.

County of Canyon)

On this 18th day of May, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared CORA E. DILLEY, a widow, known to me 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.

Robert L. Alexander

Notary Public for Idaho
Residing at Caldwell, Idaho

ESCROW NUMBER: PC01781

TODAY'S DATE: 5/29/90

PROPERTY:

CLOSING DATE: 5/30/90

Ptn of the SE1/4 NW1/4 Sec. 31, T9N, R8W, Boise Co., Idaho

ESCROW CLOSING STATEMENT OF:

Michael S. Baird

Robin S. Brooks

OTHER PARTY:

Argyl M. Dilley

ESTIMATED BUYER'S CLOSING STATEMENT

DESCRIPTION	DEBITS	CREDITS
Sales Price	23,000.00	
Buyer's Deposit		500.00
First Deed of Trust (NEW) Paid to Seller		22,500.00
Baird & Brooks to Dilley		
Escrow Set Up (1/2) Pioneer Title Company	43.00	
Prorate Taxes 1/01/90 to 5/30/90 @ \$190.22/12 mos.		77.65
Escrow Closing (1/2) Pioneer Title Company	60.00	
Recording fees: Deed \$15.00 Mtg \$18.00 Releases \$0.00	33.00	
Subtotals	23,136.00	23,077.65
Balance Due From Buyer		58.35
TOTALS	23,136.00	23,136.00

It is agreed by the undersigned that the foregoing statement is tentative and that it may change if a change in the closing date occurs or if any other unforeseen contingencies arise. In the event changes in the statement become necessary, you are nevertheless authorized to close this escrow. It is understood that we will receive a final statement of account if the above totals are changed.

APPROVED AND ACCEPTED THIS 8 Day of June, 19 90.

Pioneer Title Company of Canyon County

Bev Nafsinger
By: Bev Nafsinger

Michael S. Baird
Michael S. Baird
Robin S. Brooks
Robin S. Brooks