

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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DEC 13 2013

JUN 11 2014 Notice of Change in Water Right Ownership

WATER RESOURCES
WESTERN REGIONWATER RESOURCES
WESTERN REGION

DE✓

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?
PD 2-10217	Yes ☐		Yes ☐		Yes ☐
PD 2-10431	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Dennis T. McCurry & Paula D. McCurry and (Irrevocable Trust of Ryan L. McCarthy)
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Roger Graham Young
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or

P.O. Box 430 Mountain Home ID 83647
Mailing address City State ZIP
208-845-2108 rogery@aim.com
Telephone Email

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

5. Date you acquired the water rights and/or claims listed above: 12-16-2013

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.

8. Signature: Roger Graham Young 12-11-2013
Signature of new owner/claimant Date

Signature: _____ Date _____
Signature of new owner/claimant

For IDWR Office Use Only:

Received by JA Date 12/16/13 Receipt No. W04210 Receipt Amt. \$50.00
Approved by RS Processed by N/A Date 8/8/14 New RECEIPT #: W042213

SUPPORT DATA
IN FILE # 2-10217

SPECIAL WARRANTY DEED

Order No.: 203839

RECEIVED

JUN 11 2014

WATER RESOURCES
WESTERN REGION

FOR VALUE RECEIVED

Dennis T. McCurry and Paula D. McCurry, also shown of record as Dennis McCurry and Paula McCurry, husband and wife

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

Roger Graham Young, an unmarried man

whose current address is: P.O. Box 430, Mountain Home, Idaho 83647

This document was E-Recorded by Alliance Title & Escrow Corp. on <u>12-13-13</u> Instrument # <u>4391025</u> official records of Elmore County Idaho
--

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

Parcel I:

Lots 1, 2, 3 and 4 in Block 26 of Fruitland Subdivision, Elmore County, Idaho, according to the official plat thereof on file and of record in the office of the County Recorder of Elmore County, Idaho.

Parcel II:

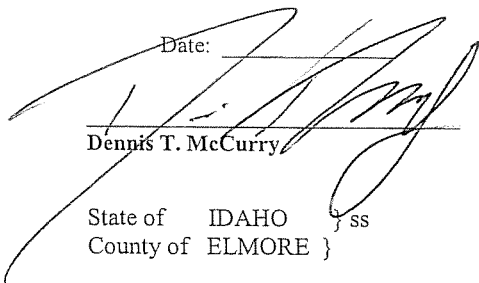
Lots 1 and 2 in Block 21 of Fruitland Subdivision, Elmore County, Idaho, according to the official plat thereof on file and of record in the office of the County Recorder of Elmore County, Idaho.

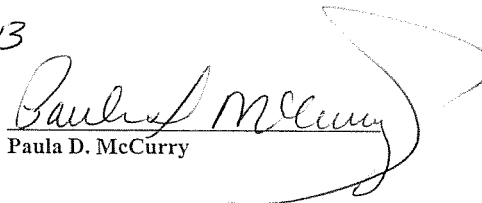
Parcel III:

Lots 1, 2, 3 and 4 in Block 22 of Fruitland Subdivision, Elmore County, Idaho, according to the official plat thereof on file and of record in the office of the County Recorder of Elmore County,

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that no encumbrances were initiated during the ownership of the undersigned nor is the undersigned aware of any such.

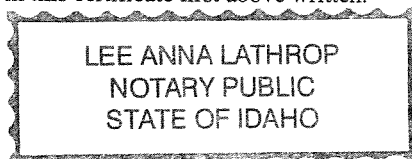
And that (s)he will warrant and defend the same from all lawful claims whatsoever.

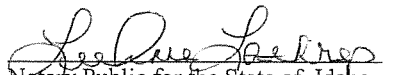
Date: Dec 11, 2013

Dennis T. McCurry
State of IDAHO } ss
County of ELMORE }


Paula D. McCurry

On December 11, 2013, before me, the undersigned, a Notary Public in and for said state, personally appeared **Dennis T. McCurry and Paula D. McCurry**, known or identified to me to be the persons whose names are subscribed to the within Instrument and acknowledged to me that they executed same.

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




Notary Public for the State of Idaho
Residing at: Mountain Home, ID
Commission Expires: 04-20-16

Instrument # 0000439625
ELMORE COUNTY, ID
09:46:29 AM
Dec 13, 2013
For ALLIANCE TITLE - MTN. HOME OI
No. of Pages: 1 Fee: \$10.00
BARBARA STEELE, Recorder
DE, Deputy

SPECIAL WARRANTY DEED

Order No.: 203839

FOR VALUE RECEIVED

Dennis T. McCurry and Paula D. McCurry, also shown of record as Dennis McCurry and Paula McCurry, husband and wife

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

Roger Graham Young, an unmarried man

whose current address is: P.O. Box 430, Mountain Home, Idaho 83647

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

Parcel I:

Lots 1, 2, 3 and 4 in Block 26 of Fruitland Subdivision, Elmore County, Idaho, according to the official plat thereof on file and of record in the office of the County Recorder of Elmore County, Idaho.

Parcel II:

Lots 1 and 2 in Block 21 of Fruitland Subdivision, Elmore County, Idaho, according to the official plat thereof on file and of record in the office of the County Recorder of Elmore County, Idaho.

Parcel III:

Lots 1, 2, 3 and 4 in Block 22 of Fruitland Subdivision, Elmore County, Idaho, according to the official plat thereof on file and of record in the office of the County Recorder of Elmore County,

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that no encumbrances were initiated during the ownership of the undersigned nor is the undersigned aware of any such.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Date: Dec 11, 2013

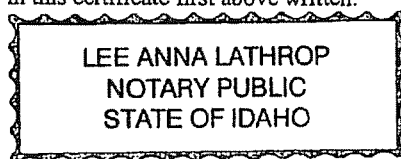
Dennis T. McCurry
Dennis T. McCurry

Paula D. McCurry
Paula D. McCurry

State of IDAHO } ss
County of ELMORE }

On December 11, 2013, before me, the undersigned, a Notary Public in and for said state, personally appeared Dennis T. McCurry and Paula D. McCurry, known or identified to me to be the persons whose names are subscribed to the within Instrument and acknowledged to me that they executed same.

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

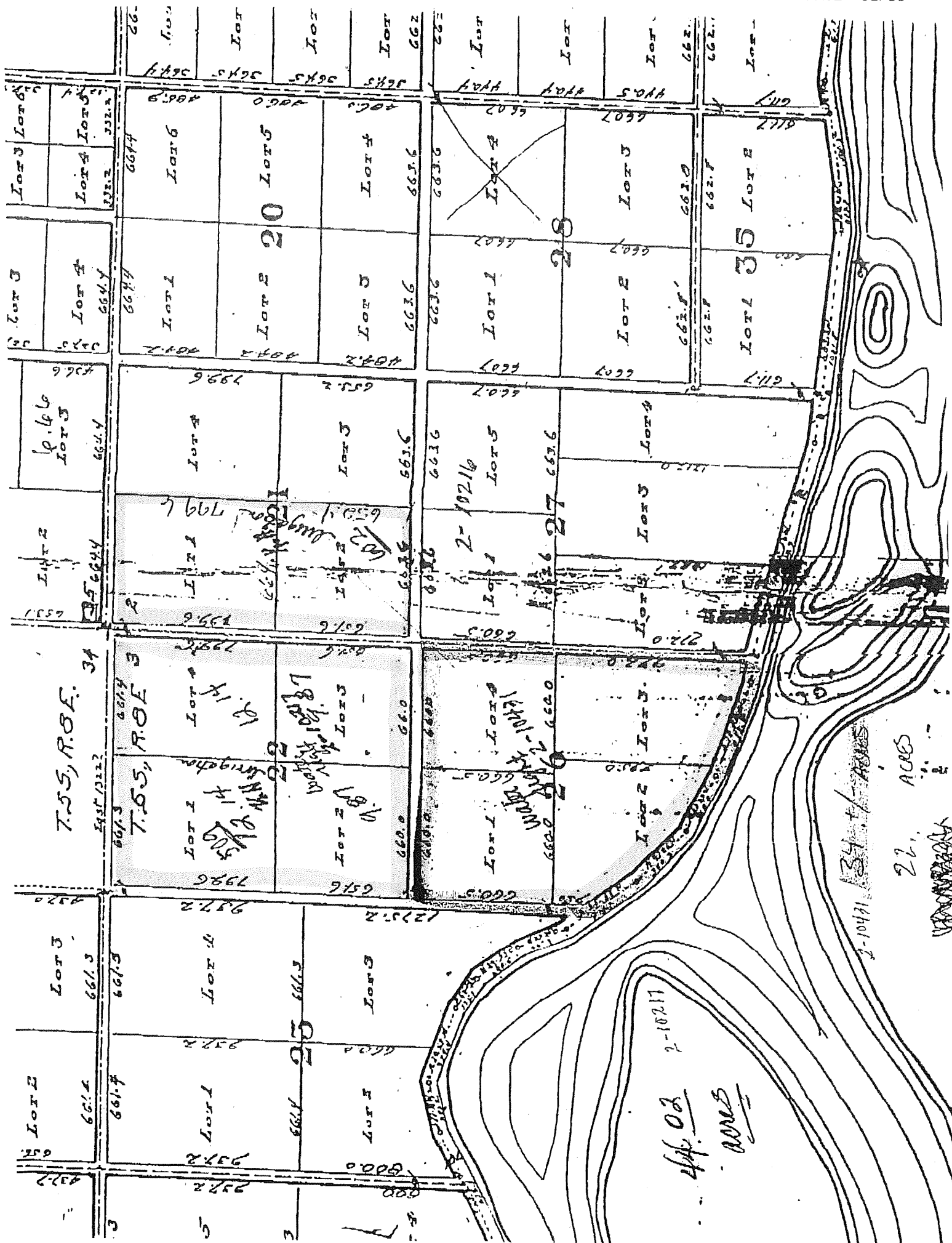


Lee Anna Lathrop
Notary Public for the State of Idaho
Residing at: Mountain Home, ID
Commission Expires: 04-20-16

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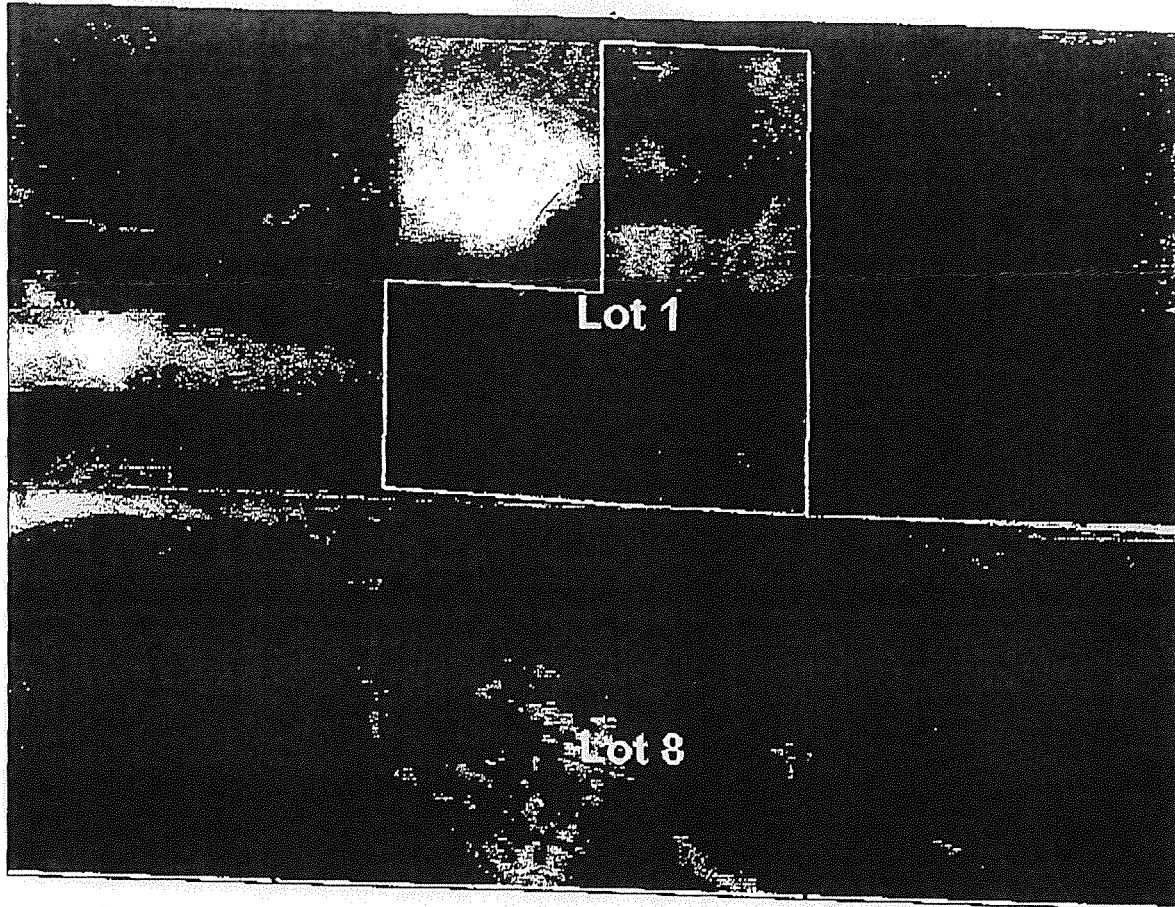
JUN 10 2014

WATER RESOURCES
WESTERN REGION



Idaho Department of Water Resources

Place of Use Layout 2-10217

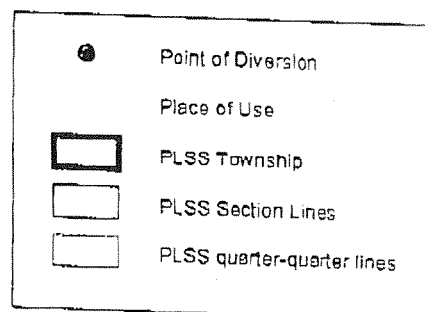


0 0.25 0.5 Miles

Township 6S Range 8E Sections 3



GIS Place of Use Presentation
1987 NAPP photography.
Map prepared by: Scott King
Date prepared: September 4, 2003



*Handwritten signature*State of Idaho
Department of Water Resources

Water Right

2-10431

McCutty (McCurry)

IRRIGATION

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



○ Point of Diversion

Place Of Use Boundary



Townships



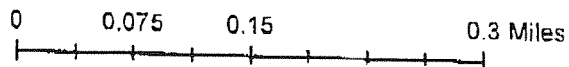
PLS Sections



Quarter Quarters



Taxlots



RECEIVED

JUN 10 2014

DEED IN LIEU OF FORECLOSURE

WATER RESOURCES
WESTERN REGION

THIS INDENTURE, made this 3rd day of October, 2002, by and between Robert Craig Petersen, also known as Robert Craig Peterson, and LaRae Petersen, also known as LaRae McClintick Petersen, also known as Larae M. Petersen, husband and wife, as Grantors, and U.S. Bank National Association, as Grantee.

WITNESSETH: The said GRANTORS for and in consideration of the sum of \$1.00, and other good and valuable consideration to them in hand paid by said GRANTEE, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell, and convey unto the said GRANTEE, and to its heirs and assigns, the following described premises, situate in the County of Elmore County, State of Idaho, to witness:

Lots 1, 2, 3, 4 in Block 22 of FRUITLAND SUBDIVISION, Elmore County, Idaho, according to the official plat thereof on file and of record in the office of the County Recorder of Elmore County, Idaho, together with all water rights, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and claims and demands whatsoever either at law or equity.

SUBJECT TO the exceptions set forth in **Exhibit A**.

TOGETHER WITH all tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and claims and demands whatsoever of the said Grantors, either at law or in equity of, in and to the above described premises.

TOGETHER WITH all water and water rights, whether riparian, appropriate, or otherwise, and whether or not appurtenant to or used in connection with the above-described premises, ditch and ditch rights and any shares of stock, licenses, or permits evidencing such water and ditch rights and all wells, reservoirs, dams, embankments, and fixtures, and all easements necessary for the transportation of such water to the above-described premises, including but not limited to those water rights and easements more particularly set forth in **Exhibit B**.

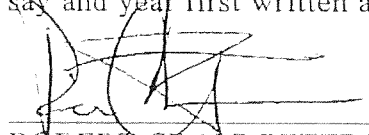
TO HAVE AND TO HOLD the same unto the said Grantee and to its successors and assigns forever.

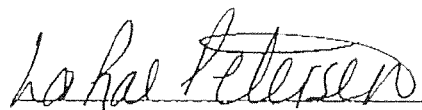
THIS DEED is an absolute conveyance of title, in effect as well as in form, and it is not intended as a mortgage, trust conveyance, or security of any kind. The consideration thereof is the sum of \$1.00 and the conditional release of all debts and obligations heretofore existing on account of the Deed of Trust on said lands recorded April 29, 2998, as Instrument No. 307610, of the official records, and the amendment to Trust Deed recorded July 10, 1998, as Instrument No. 309075, along with any subsequent modifications thereof and the conditional release of all debts and obligations.

AND THE SAID GRANTORS, for themselves, and for their heirs, executors, administrators or assigns, does hereby covenant and agree to and with the said Grantee, its successors and assigns, that at the time of the delivery of these presents, they are well seized of the premises above conveyed in fee simple absolute, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner and form aforesaid, and that the same are free and clear of all former and other grants, bargains, sales, liens, taxes, assessments, and encumbrances of whatever kind or description.

AND THE ABOVE bargained premises in quiet and peaceable possession of the said Grantee, its successors and assigns, against all and every person or persons lawfully claiming of to claim the whole or any part thereof, the said Grantees, and their heirs and assigns, shall and will warrant and defend forever.

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


ROBERT CRAIG PETERSEN


LARAE PETERSEN a/k/a LARAE
MCCLINTICK PETERSEN

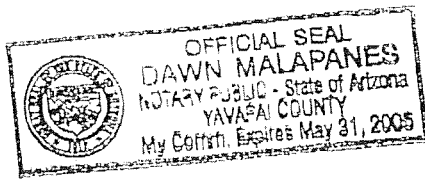
(Notary acknowledgements follow)

Instrument # 339964
Elmore County, Idaho
02:40pm Oct. 08, 2002
For: GUARANTY TITLE INC
No. of Pages: 7 Fee: \$21.00
GAIL L. BEST, Recorder
Deputy: DAC

STATE OF Az)
) ss:
County of Yavapai)

On this 3rd day of October 2002, before me, the undersigned notary public, personally appeared ROBERT CRAIG PETERSEN, known or identified to me to be the person whose name is/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 first above written.

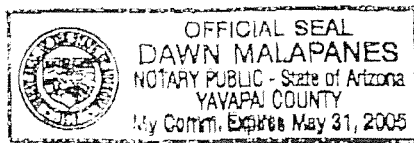


Dawn Malapanes
Notary Public
Residing at Cottonwood Az
Comm. Expires 5-31-05

STATE OF Az)
) ss:
County of Yavapai)

On this 3rd day of October 2002, before me, the undersigned notary public, personally appeared LARAE PETERSEN, known or identified to me to be the person whose name is/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 first above written.



Dawn Malapanes
Notary Public
Residing at Cottonwood Az
Comm. Expires 5-31-05

EXHIBIT A
PERMITTED EXCEPTIONS

1. 2002 taxes are an accruing lien, not due or payable until the fourth Monday in November of the current year, the first one-half of which is not delinquent until after December 20th of the current year.
2. Reservations in United States Patent, recorded as Instrument No. 13687.
3. Rights of way for ditches, tunnels and telephone and transmission lines constructed by authority of the United States, as granted to the United States under provisions of Section 58-604, Idaho Code.
4. Easements on the recorded plat of said subdivision.
5. Reservations in that certain Quit Claim Deed by and between Ivan G. Scates and M. Lucile Scates, husband and wife as grantors and Jack Mendyk and Opal Mendyk, husband and wife as grantees, recorded November 24, 1951, as Instrument No. 82969.
6. Easement granted to Idaho Power Company, recorded as Instrument No. 80243.
7. Reservations in that certain Warranty Deed by and between Violet Obenchain, a widow and Madeline Obenchain and Guy J. Obenchain, husband and wife as grantors and Jack Mendyk and Opal Mendyk, as husband and wife as grantees, recorded March 31, 1965, as Instrument No. 124471.
8. Easement granted to Idaho Power Company, recorded as Instrument No. 264278.
9. Deed of trust to secure an original indebtedness of \$207,000.00, and any other amounts and/or obligations secured thereby.
Recorded: May 17, 1993, Instrument No. 274138
Grantor: Irrevocable Trust of Ryan L. McCarthy
Trustee: Guaranty Title, Inc.
Beneficiary: Estates of Cyrus Lynn Standlee and Kathryn Ann Standlee,
Deceased

AND assigned to Amy Lynn Standlee Trust and Chester Gene Standlee Trust, recorded November 22, 1994, as Instrument No. 284089.

10. Mortgage to secure an original indebtedness of \$138,000.00, and any other amounts and/or obligations secured thereby.

Recorded: May 17, 1993, as Instrument No. 274140

Mortgagor: Michael J. McCarthy as Trustee for the Irrevocable Trust of Ryan L. McCarthy

Mortgagee: The Estates of Cyrus Lynn Standlee and Kathryn Ann Standlee, both Deceased

AND assigned to Amy Lynn Standlee Trust and Chester Gene Standlee Trust, recorded November 22, 1994, as Instrument No. 284089.

11. Deed of trust to secure an original indebtedness of \$315,900.00, and any other amounts and/or obligations secured thereby.

Recorded: June 13, 1994, Instrument No. 281195

Grantor: Robert Craig Petersen and LaRae Petersen, husband and wife

Trustee: Guaranty Title, Inc.

Beneficiary: Michael J. McCarthy as trustee for the Irrevocable Trust of Ryan McCarthy

12. Agreement regarding Irrigation upon the terms, conditions and provisions contained therein.

Parties: Michael J. McCarthy, Trustee of the Irrevocable Trust of Ryan L. McCarthy and Robert Craig Petersen and LaRae McClintick Petersen, husband and wife

Recorded: October 6, 1994, as Instrument No. 283255

13. Covenant to Construct and Maintain Fencing, executed by Robert Craig Petersen and LaRae Petersen, husband and wife, recorded October 6, 1994, as Instrument No. 283254.

14. Deed of trust to secure an original indebtedness of \$49,329.00, and any other amounts and/or obligations secured thereby.

Recorded: March 9, 1995, Instrument No. 285744

Grantor: Robert Craig Petersen and LaRae McClintick Petersen

Trustee: Guaranty Title, Inc.

Beneficiary: Michael J. McCarthy as Trustee for the Irrevocable Trust of Ryan L. McCarthy

15. Covenant Restricting Use of Real Property, executed by Robert Craig Petersen and LaRae Petersen, husband and wife, recorded March 9, 1995, as Instrument No. 285745.

16. Covenant to Construct and Maintain Fencing, executed by Robert Craig Petersen and LaRae Petersen, husband and wife, recorded March 9, 1995, as Instrument No. 285746.

17. Deed of trust to secure payment of all obligations of Linella, Inc. to Beneficiary and any other amounts and/or obligations secured thereby.

Recorded: April 29, 1998, Instrument No. 307610
Grantor: Robert Craig Petersen and LaRae M. Petersen
Trustee: TransNation Title Insurance Company
Beneficiary: U.S. Bank National Association

AND Amendment of Trust Deed executed by Robert Craig Petersen and LaRae M. Petersen as Grantors and U.S. Bank National Association, recorded July 10, 1998, as Instrument No. 309075.

Second Amendment of Trust Deed executed by Robert Craig Petersen and LaRae M. Petersen as Grantors and U.S. Bank National Association, recorded October 30, 1998, as Instrument No. 311345.

Third Amendment of Trust Deed executed by Robert Craig Petersen and LaRae M. Petersen as Grantors and U.S. Bank National Association, recorded January 20, 1999, as Instrument No. 312941.

Fourth Amendment of Trust Deed executed by Robert Craig Petersen and LaRae M. Petersen as Grantors and U.S. Bank National Association, recorded September 23, 1999, as Instrument No. 318074.

EXHIBIT B
WATER RIGHTS

1. Water Right No. 2-2148.
2. Any and all rights in the King Hill Irrigation District.
3. Any and all wells on the Property.
4. Any and all rights under that certain Agreement Regarding Irrigation, as amended, by and between Craig and LaRae Petersen and the Irrevocable Trust of Ryan L. McCarthy dated, September 30, 1994, and recorded October 6, 1994, as Instrument No. 2832555.

2907343_3.DOC

RECEIVED

JUN 11 2014

WATER RESOURCES
WESTERN REGION

WARRANTY DEED

FOR VALUE RECEIVED,

U.S. Bank National Association

duly organized and existing under the laws of the State of IDAHO, does hereby GRANT, BARGAIN, SELL and CONVEY unto

WILSON PROPERTIES, L.P.

GRANTEE whose address is:

the following described real property in **ELMORE** County, Idaho, to wit:

Lots 1, 2, 3 and 4 in Block 22 of FRUITLAND SUBDIVISION, Elmore County, Idaho, according to the official plat thereof on file and of record in the office of the County Recorder of Elmore County, Idaho, together with all water rights, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and claims and demands whatsoever either at law or equity.

Subject to: Taxes, easements and restrictions of record.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, the Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its Assistant Vice President.

Dated: 06/11/03

U.S. Bank National Association

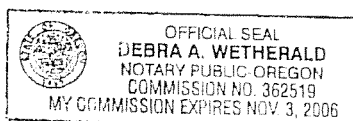
By: William Jans, Assistant Vice President

State of OREGON

County of MULTNOMAH

On 6/12/03, before me, the undersigned, a Notary Public in and for said State, personally appeared William Jans, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Assistant Vice President on behalf of U.S. Bank National Association, the bank therein named, and acknowledged to me that such bank executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



Debora A. Wetherald
Notary Public
Residing at:
Commission Expires: 11/3/06

Instrument # 347527
Elmore County, Idaho
04:01pm Jun. 16, 2003
For: FIRST AMERICAN TITLE COMPANY
No. of Pages: 1 Fee: \$3.00
GAIL L. BEST, Recorder
Deputy: DLE

RECEIVED

JUN 10 2014

WATER RESOURCES
WESTERN REGION

WARRANTY DEED

FOR VALUE RECEIVED

Michael J. McCarthy, as Trustee for the Irrevocable Trust of Ryan L. McCarthy

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto
Robert Craig Petersen and LaRae McClintick Petersen, husband and wife

GRANTEE(S), whose current address is: HC 63 BOX 2C, Hammett, ID 83627
the following described real property in Elmore County, State of Idaho,
more particularly described as follows, to wit:

Lots 2 and 3, Block 22, Fruitland Subd. Union, Elmore County, Idaho,
according to the official plat thereof on file and of record in the office
of the County Recorder of Elmore County, Idaho.

*Subject to that certain Mortgage executed by Grantors; recorded May 17,
1993, as Instrument No. 274140, records of Elmore County, Idaho.

Robert Craig Petersen

LaRae McClintick Petersen

ELMORE COUNTY, IDAHO ss
Request of

GUARANTY TITLE, INC.

Time 2:28 P.M.

Date March 9, 1995

Book Page

DOLORES ROBISON

Recorder

By Marla Becker Deputy

Fee \$3.00

285743

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and
Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said
Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all
encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done
by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements,
(if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the
current year, which are not yet due and payable; and that Grantor(s) will warrant and defend the same from all
lawful claims whatsoever, except those of record.

Dated: March 9 1995

RE-RECORDED

ELMORE COUNTY, IDAHO ss
Request of

GUARANTY TITLE, INC.

Time 10:53 A.M.

Date March 16, 1995

Book Page

DOLORES ROBISON

Recorder

By Marla Becker Deputy

Fee \$3.00

285844

Michael J. McCarthy, Trustee

STATE OF IDAHO)
) ss.
COUNTY OF ELMORE)

On this 9th day of March, 1995, before me, a Notary Public,
personally appeared Michael J. McCarthy, Trustee of the
Irrevocable Trust of Ryan L. McCarthy, who is
known or identified to me to be the person whose name is subscribed to
the within instrument, and acknowledged to me that he executed the same as such trustee.

SIGNATURE Sheryl A. Reymont
NAME Sheryl A. Reymont
RESIDING AT Mountain Home
MY COMMISSION EXPIRES 12-27-99

STATE OF Idaho, County of Elmore, ss.

On this 9th day of March, 1995, before me, a Notary Public, personally appeared
Robert Craig Petersen and LaRae McClintick Petersen, husband and wife,
who are known or identified to me to be the person(s) whose name(s)
are subscribed to the within instrument, and acknowledged to me that they executed the same.

Signature Sheryl A. Reymont
Name Sheryl A. Reymont
Residing at Mountain Home
My commission expires 12-27-99

DEED IN LIEU OF FORECLOSURE

THIS INDENTURE, made this 3rd day of October, 2002, by and between Robert Craig Petersen, also known as Robert Craig Peterson, and LaRae Petersen, also known as LaRae McClintick Petersen, also known as Larae M. Petersen, husband and wife, as Grantors, and U.S. Bank National Association, as Grantee.

WITNESSETH: The said GRANTORS for and in consideration of the sum of \$1.00, and other good and valuable consideration to them in hand paid by said GRANTEE, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell, and convey unto the said GRANTEE, and to its heirs and assigns, the following described premises, situate in the County of Elmore County, State of Idaho, to witness:

Lots 1, 2, 3, 4 in Block 22 of FRUITLAND SUBDIVISION, Elmore County, Idaho, according to the official plat thereof on file and of record in the office of the County Recorder of Elmore County, Idaho, together with all water rights, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and claims and demands whatsoever either at law or equity.

SUBJECT TO the exceptions set forth in **Exhibit A**.

TOGETHER WITH all tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and claims and demands whatsoever of the said Grantors, either at law or in equity of, in and to the above described premises.

TOGETHER WITH all water and water rights, whether riparian, appropriate, or otherwise, and whether or not appurtenant to or used in connection with the above-described premises, ditch and ditch rights and any shares of stock, licenses, or permits evidencing such water and ditch rights and all wells, reservoirs, dams, embankments, and fixtures, and all easements necessary for the transportation of such water to the above-described premises, including but not limited to those water rights and easements more particularly set forth in **Exhibit B**.

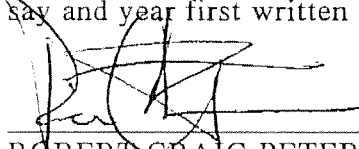
TO HAVE AND TO HOLD the same unto the said Grantee and to its successors and assigns forever.

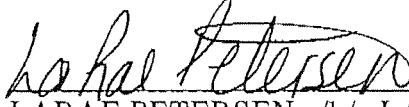
THIS DEED is an absolute conveyance of title, in effect as well as in form, and it is not intended as a mortgage, trust conveyance, or security of any kind. The consideration thereof is the sum of \$1.00 and the conditional release of all debts and obligations heretofore existing on account of the Deed of Trust on said lands recorded April 29, 1998, as Instrument No. 307610, of the official records, and the amendment to Trust Deed recorded July 10, 1998, as Instrument No. 309075, along with any subsequent modifications thereof and the conditional release of all debts and obligations.

AND THE SAID GRANTORS, for themselves, and for their heirs, executors, administrators or assigns, does hereby covenant and agree to and with the said Grantee, its successors and assigns, that at the time of the delivery of these presents, they are well seized of the premises above conveyed in fee simple absolute, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner and form aforesaid, and that the same are free and clear of all former and other grants, bargains, sales, liens, taxes, assessments, and encumbrances of whatever kind or description.

AND THE ABOVE bargained premises in quiet and peaceable possession of the said Grantee, its successors and assigns, against all and every person or persons lawfully claiming of to claim the whole or any part thereof, the said Grantees, and their heirs and assigns, shall and will warrant and defend forever.

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


ROBERT CRAIG PETERSEN


LARAE PETERSEN a/k/a LARAE
MCCLINTICK PETERSEN

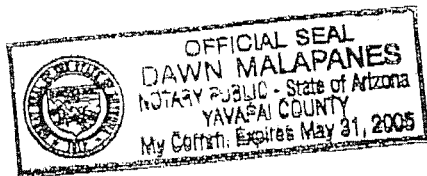
(Notary acknowledgements follow)

Instrument # 339964
Elmore County, Idaho
02:40pm Oct. 08, 2002
For: GUARANTY TITLE INC
No. of Pages: 7 Fee: \$21.00
GAIL L. BEST, Recorder
Deputy: DAC

STATE OF Az)
) ss:
County of Yavapai)

On this 3rd day of October 2002, before me, the undersigned notary public, personally appeared ROBERT CRAIG PETERSEN, known or identified to me to be the person whose name is/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 first above written.

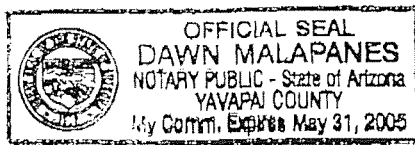


Dawn Malapanes
Notary Public
Residing at Cottonwood Az
Comm. Expires 5-31-05

STATE OF Az)
) ss:
County of Yavapai)

On this 3rd day of October 2002, before me, the undersigned notary public, personally appeared LARAE PETERSEN, known or identified to me to be the person whose name is/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 first above written.



Dawn Malapanes
Notary Public
Residing at Cottonwood Az
Comm. Expires 5-31-05

EXHIBIT A
PERMITTED EXCEPTIONS

1. 2002 taxes are an accruing lien, not due or payable until the fourth Monday in November of the current year, the first one-half of which is not delinquent until after December 20th of the current year.
2. Reservations in United States Patent, recorded as Instrument No. 13687.
3. Rights of way for ditches, tunnels and telephone and transmission lines constructed by authority of the United States, as granted to the United States under provisions of Section 58-604, Idaho Code.
4. Easements on the recorded plat of said subdivision.
5. Reservations in that certain Quit Claim Deed by and between Ivan G. Scates and M. Lucile Scates, husband and wife as grantors and Jack Mendyk and Opal Mendyk, husband and wife as grantees, recorded November 24, 1951, as Instrument No. 82969.
6. Easement granted to Idaho Power Company, recorded as Instrument No. 80243.
7. Reservations in that certain Warranty Deed by and between Violet Obenchain, a widow and Madeline Obenchain and Guy J. Obenchain, husband and wife as grantors and Jack Mendyk and Opal Mendyk, as husband and wife as grantees, recorded March 31, 1965, as Instrument No. 124471.
8. Easement granted to Idaho Power Company, recorded as Instrument No. 264278.
9. Deed of trust to secure an original indebtedness of \$207,000.00, and any other amounts and/or obligations secured thereby.
Recorded: May 17, 1993, Instrument No. 274138
Grantor: Irrevocable Trust of Ryan L. McCarthy
Trustee: Guaranty Title, Inc.
Beneficiary: Estates of Cyrus Lynn Standlee and Kathryn Ann Standlee,
Deceased

AND assigned to Amy Lynn Standlee Trust and Chester Gene Standlee Trust, recorded November 22, 1994, as Instrument No. 284089.

10. Mortgage to secure an original indebtedness of \$138,000.00, and any other amounts and/or obligations secured thereby.
Recorded: May 17, 1993, as Instrument No. 274140
Mortgagor: Michael J. McCarthy as Trustee for the Irrevocable Trust of Ryan L. McCarthy
Mortgagee: The Estates of Cyrus Lynn Standlee and Kathryn Ann Standlee, both Deceased

AND assigned to Amy Lynn Standlee Trust and Chester Gene Standlee Trust, recorded November 22, 1994, as Instrument No. 284089.

11. Deed of trust to secure an original indebtedness of \$315,900.00, and any other amounts and/or obligations secured thereby.
Recorded: June 13, 1994, Instrument No. 281195
Grantor: Robert Craig Petersen and LaRae Petersen, husband and wife
Trustee: Guaranty Title, Inc.
Beneficiary: Michael J. McCarthy as trustee for the Irrevocable Trust of Ryan McCarthy

12. Agreement regarding Irrigation upon the terms, conditions and provisions contained therein.
Parties: Michael J. McCarthy, Trustee of the Irrevocable Trust of Ryan L. McCarthy and Robert Craig Petersen and LaRae McClintick Petersen, husband and wife
Recorded: October 6, 1994, as Instrument No. 283255

13. Covenant to Construct and Maintain Fencing, executed by Robert Craig Petersen and LaRae Petersen, husband and wife, recorded October 6, 1994, as Instrument No. 283254.

14. Deed of trust to secure an original indebtedness of \$49,329.00, and any other amounts and/or obligations secured thereby.
Recorded: March 9, 1995, Instrument No. 285744
Grantor: Robert Craig Petersen and LaRae McClintick Petersen
Trustee: Guaranty Title, Inc.
Beneficiary: Michael J. McCarthy as Trustee for the Irrevocable Trust of Ryan L. McCarthy

15. Covenant Restricting Use of Real Property, executed by Robert Craig Petersen and LaRae Petersen, husband and wife, recorded March 9, 1995, as Instrument No. 285745.

16. Covenant to Construct and Maintain Fencing, executed by Robert Craig Petersen and LaRae Petersen, husband and wife, recorded March 9, 1995, as Instrument No. 285746.

17. Deed of trust to secure payment of all obligations of Linella, Inc. to Beneficiary and any other amounts and/or obligations secured thereby.

Recorded: April 29, 1998, Instrument No. 307610
Grantor: Robert Craig Petersen and LaRae M. Petersen
Trustee: TransNation Title Insurance Company
Beneficiary: U.S. Bank National Association

AND Amendment of Trust Deed executed by Robert Craig Petersen and LaRae M. Petersen as Grantors and U.S. Bank National Association, recorded July 10, 1998, as Instrument No. 309075.

Second Amendment of Trust Deed executed by Robert Craig Petersen and LaRae M. Petersen as Grantors and U.S. Bank National Association, recorded October 30, 1998, as Instrument No. 311345.

Third Amendment of Trust Deed executed by Robert Craig Petersen and LaRae M. Petersen as Grantors and U.S. Bank National Association, recorded January 20, 1999, as Instrument No. 312941.

Fourth Amendment of Trust Deed executed by Robert Craig Petersen and LaRae M. Petersen as Grantors and U.S. Bank National Association, recorded September 23, 1999, as Instrument No. 318074.

EXHIBIT B
WATER RIGHTS

1. Water Right No. 2-2148.
2. Any and all rights in the King Hill Irrigation District.
3. Any and all wells on the Property.
4. Any and all rights under that certain Agreement Regarding Irrigation, as amended, by and between Craig and LaRae Petersen and the Irrevocable Trust of Ryan L. McCarthy dated, September 30, 1994, and recorded October 6, 1994, as Instrument No. 2832555.

2907343_3.DOC

WARRANTY DEED

FOR VALUE RECEIVED,

U.S. Bank National Association

duly organized and existing under the laws of the State of IDAHO, does hereby GRANT, BARGAIN, SELL and CONVEY unto

WILSON PROPERTIES, L.P.

GRANTEE whose address is:

the following described real property in **ELMORE** County, Idaho, to wit:

Lots 1, 2, 3 and 4 in Block 22 of FRUITLAND SUBDIVISION, Elmore County, Idaho, according to the official plat thereof on file and of record in the office of the County Recorder of Elmore County, Idaho, together with all water rights, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and claims and demands whatsoever either at law or equity.

Subject to: Taxes, easements and restrictions of record.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, the Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its Assistant Vice President.

Dated: 06/11/03

U.S. Bank National Association

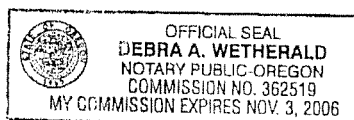
By: *William Jans* Assistant Vice President

State of OREGON

County of MULTNOMAH

On 6/12/03, before me, the undersigned, a Notary Public in and for said State, personally appeared **William Jans**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as **Assistant Vice President** on behalf of **U.S. Bank National Association**, the bank therein named, and acknowledged to me that such bank executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



Debora A. Wetherald

Notary Public

Residing at:

Commission Expires: 11/3/06

Instrument # 347527
Elmore County, Idaho
04:01pm Jun. 16, 2003
For: FIRST AMERICAN TITLE COMPANY
No. of Pages: 1 Fee: \$3.00
GAIL L. BEST, Recorder
Deputy: DLE

WARRANTY DEED

FOR VALUE RECEIVED

Michael J. McCarthy, as Trustee for the Irrevocable Trust of Ryan L. McCarthy

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto
Robert Craig Petersen and LaRae McClintick Petersen, husband and wife

GRANTEE(S), whose current address is: HC 63 BOX 2C, Hammett, ID 83627
Elmore County, State of Idaho,
more particularly described as follows, to wit:

Lots 2 and 3, Block 22, Fruitland Subd. Assn, Elmore County, Idaho,
according to the official plat thereof on file and of record in the office
of the County Recorder of Elmore County, Idaho.

*Subject to that certain Mortgage executed by Grantors; recorded May 17,
1991, as Instrument No. 274140, records of Elmore County, Idaho.

Robert Craig Petersen

LaRae McClintick Petersen

ELMORE COUNTY, IDAHO ss
Request of

GUARANTY TITLE, INC.

Time 2:28 PM

Date March 9, 1995

Book Page

DOLORES ROBISON

Recorder

By Marla Becken

Deputy

Fee \$3.00

285743

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and
Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said
Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all
encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done
by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements,
(if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the
current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all
lawful claims whatsoever, except those of record.

Dated: March 9, 1995

RE-RECORDED

285844

Michael J. McCarthy, Trustee

ELMORE COUNTY, IDAHO ss
Request of

GUARANTY TITLE, INC.

Time 10:53 AM

Date March 16, 1995

Book Page

DOLORES ROBISON

Recorder

By Marla Becken

Deputy

Fee \$3.00

STATE OF IDAHO)
) ss.
COUNTY OF ELMORE)

On this 9th day of March, 1995, before me, a Notary Public,
personally appeared Michael J. McCarthy, Trustee,
known or identified to me to be the person whose name is subscribed to
the within instrument, and a member of the
Irrevocable Trust of Ryan L. McCarthy,
and acknowledged to me that he executed
the same as such trustee.

SIGNATURE *Michael J. McCarthy*
NAME Sheryl A. Reymont
RESIDING AT Mountain Home
MY COMMISSION EXPIRES 12-27-99

STATE OF Idaho, County of Elmore, ss.

On this 9th day of March, 1995, before me, a Notary Public,
in the year of 1995, personally appeared Robert Craig Petersen and
LaRae McClintick Petersen, husband and wife,
known or identified to me to be the person(s) whose names
are subscribed to the within instrument, and
acknowledged to me that they executed the same.
Signature *Robert C. Petersen*

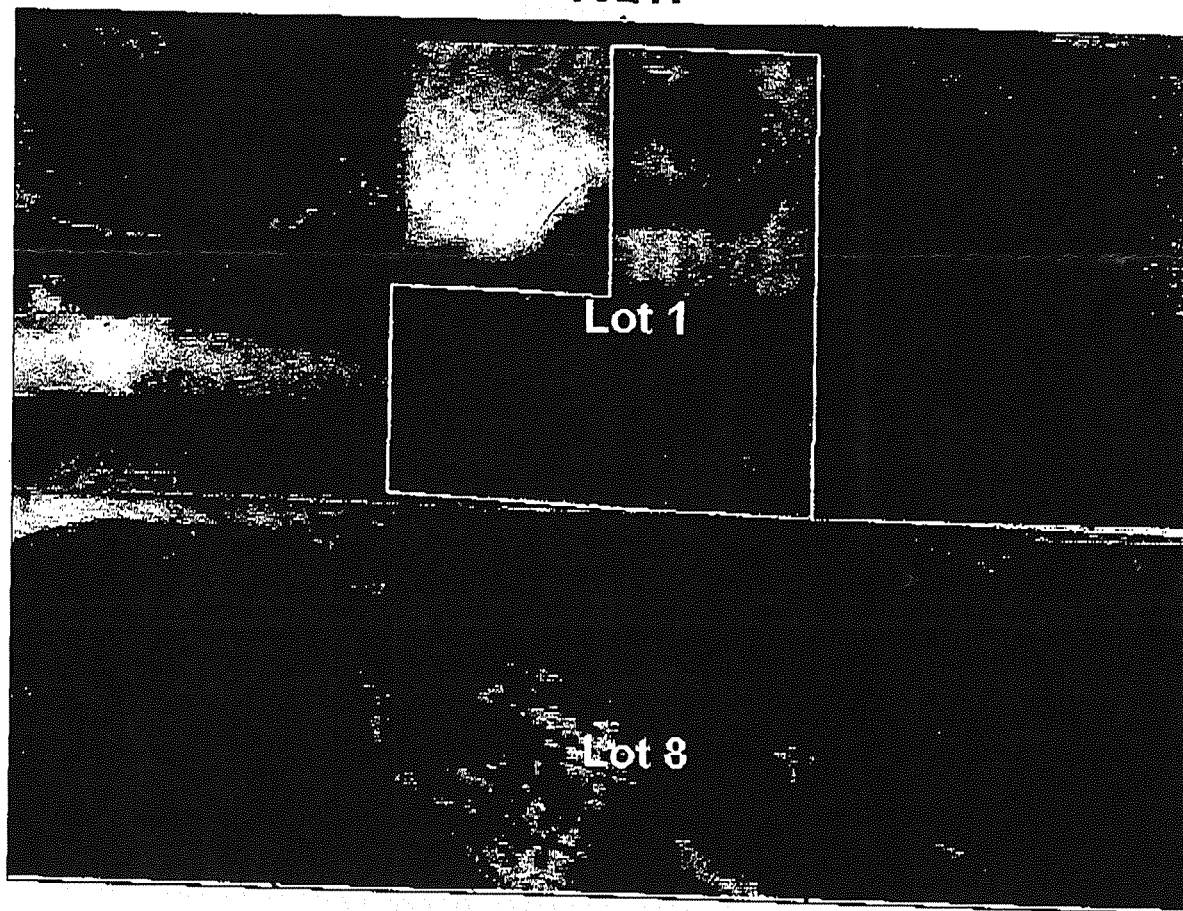
Name Sheryl A. Reymont

Residing at Mountain Home

My commission expires 12/27/99

Idaho Department of Water Resources

Place of Use Layout 2-10217

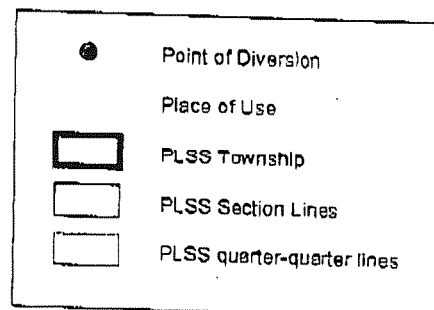


0 0.25 0.5 Miles

Township 6S Range 8E Sections 3



GIS Place of Use Presentation
1987 NAPP photography.
Map prepared by: Scott King
Date prepared: September 4, 2003

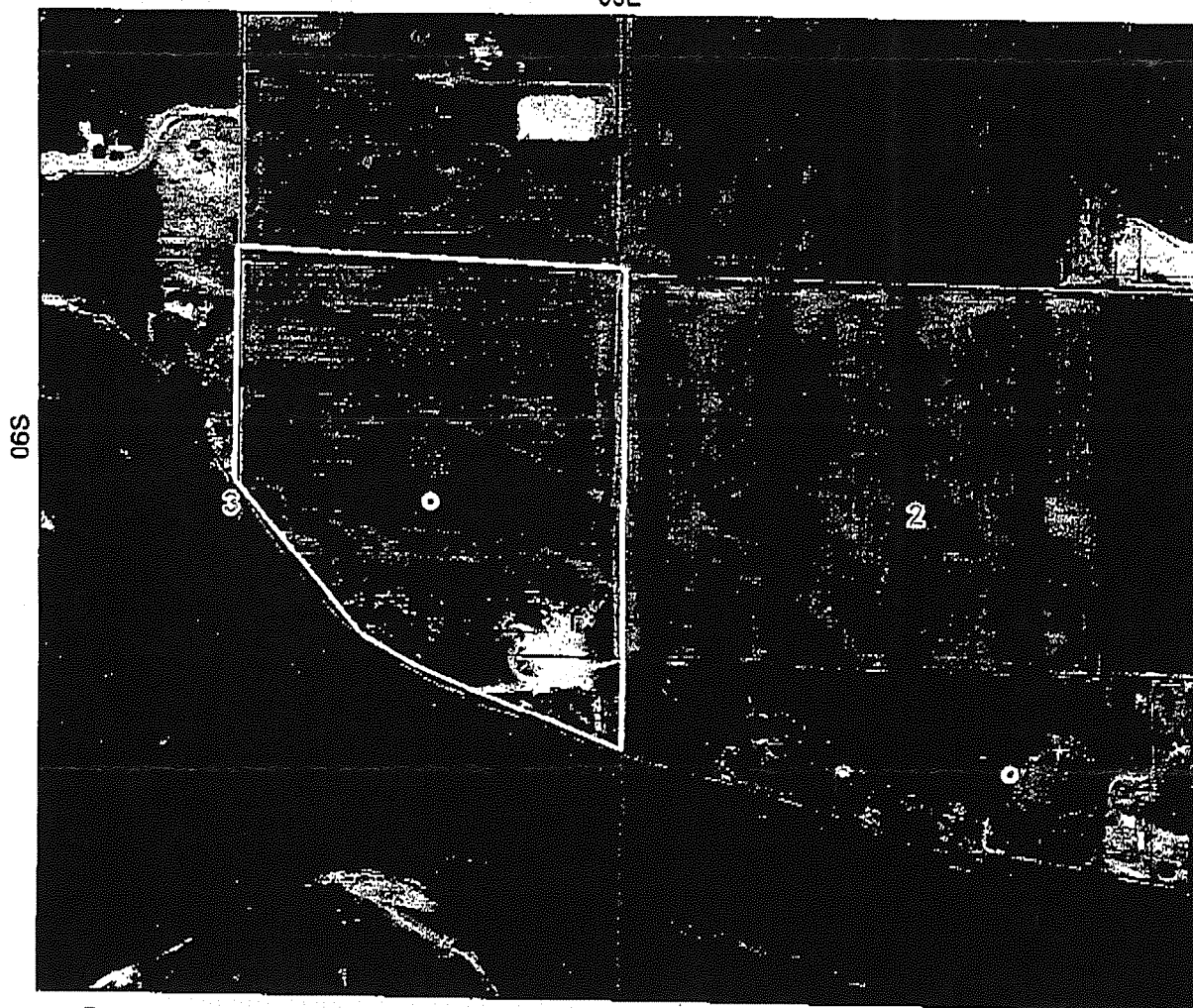


*Hana*State of Idaho
Department of Water Resources**Water Right****2-10431***McCutty (McCurry)*

IRRIGATION

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

08E

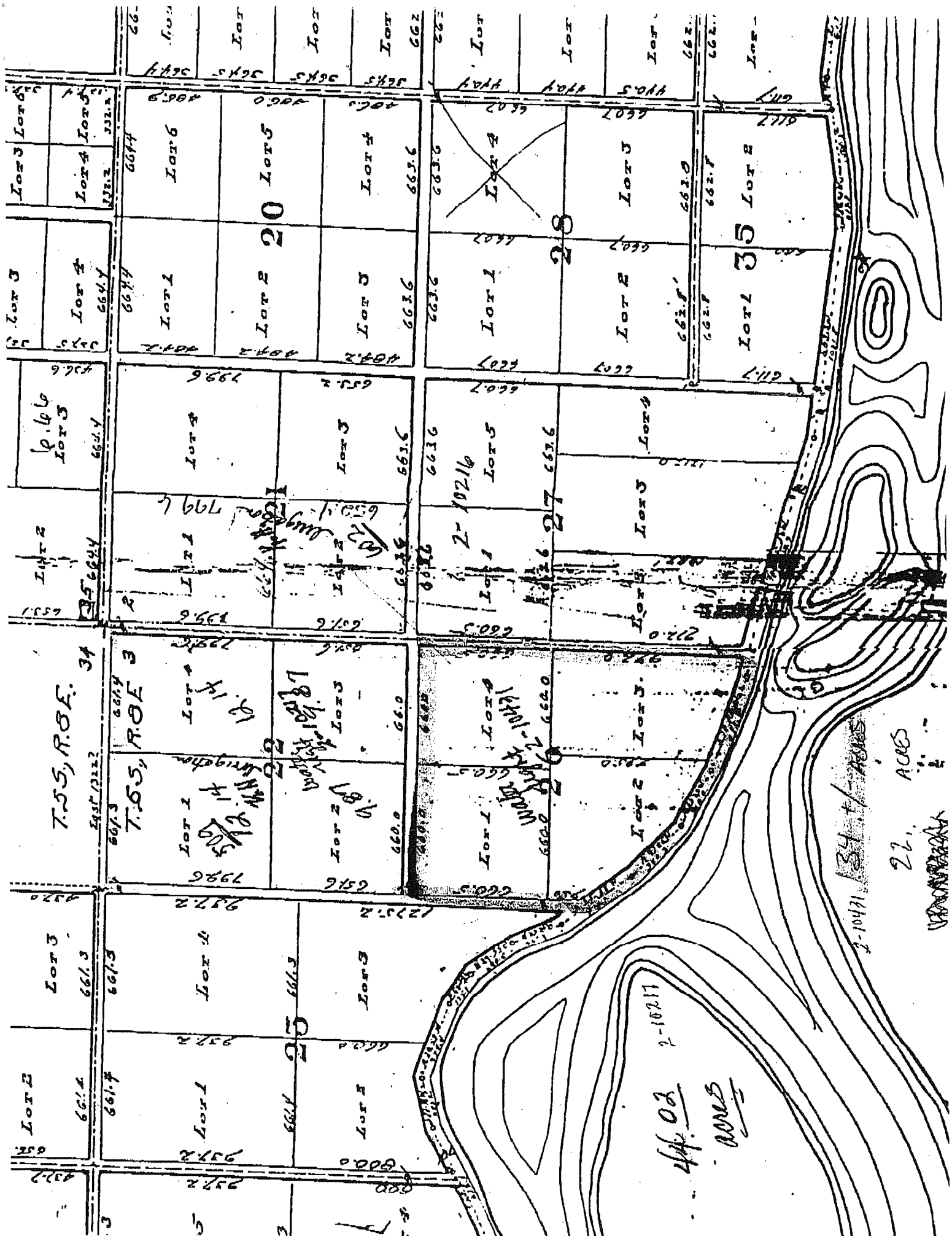


- Point of Diversion
- Place Of Use Boundary

- Townships
- PLS Sections
- Quarter Quarters
- Taxlots

0 0.075 0.15 0.3 Miles





SPECIAL WARRANTY DEED

For the consideration of One Dollar(s) and other valuable consideration,

WILSON PROPERTIES, L.P., an Idaho limited partnership

does hereby convey to

DENNIS T. McCURRY and PAULA D. McCURRY, husband and wife

GRANTEE(s) whose address is: **HC 63, Box 20 C, Hammett, ID 83627**

the following described real property in **ELMORE** County, Idaho to wit:

Lots 1, 2, 3 and 4 in Block 22 of FRUITLAND SUBDIVISION, Elmore County, Idaho, according to the official plat thereof on file and of record in the office of the County Recorder of Elmore County, Idaho, together with all water rights, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and claims and demands whatsoever either at law or equity.

Subject to: Taxes, easements and restrictions of record.

The grantor hereby covenants with grantees, and successors in interest, that grantor holds the real estate by title in fee simple; that grantor has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and grantor covenants to warrant and defend the real estate against the lawful claims of all persons, except as by, through, or under grantor, but not otherwise.

Words and phrases herein, including the acknowledgement hereof, shall be construed as in the singular or plural number, according to the context.

Dated this 16th day of June, 2003

WILSON PROPERTIES, L.P., an Idaho limited partnership

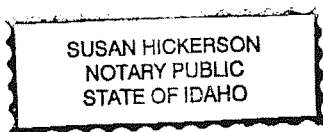
By: **FORT WILSON, INC.**, an Idaho corporation, its general partner

By: Charles H. Wilson
Charles H. Wilson, President

State of IDAHO
County of ELMORE

On this 16th day of June 2003, before me, a notary public in and for said State, personally appeared **Charles H. Wilson**, known or identified to me to the President of FORT WILSON, INC., an Idaho corporation, the General Partner of WILSON PROPERTIES, L.P., an Idaho limited partnership, and the General Partner or one of the General Partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

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



Susan Hickerson
Notary Public
Residing at: Mt. Home, ID
Commission Expires: 8-13-07

Instrument # 347529
Elmore County, Idaho
04:03pm Jun. 16, 2003
For: FIRST AMERICAN TITLE COMPANY
No. of Pages: 1 Fee: \$3.00
JAIL L. BEST, Recorder
Deputy: DLE