

RECEIVED

MAR 17 2014

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
13-622 <i>OK</i>	Yes ☒		Yes ☐		Yes ☐
<i>13-622 13-7917</i>	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Betty J. Roper and Leo B. Roper
 Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Shaw Land & Livestock Company, L.L.C.
 Name of each new owner as listed on the conveyance document

3601 North Higley Road

Mailing Address

Ogden

City

Utah

State

84404

Zip

801-643-2888

Telephone

rcshawesq@gmail.com

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. MARCH 11, 2014
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.

7. Signature: *Robert L. Shaw* Attorney *FEB. 18, 2014*
 Signature of new owner/claimant Title, if applicable Date

Signature: _____
 Signature of new owner/claimant Title, if applicable **SUPPORT DATA** Date

IN FILE # 13-622

For IDWR Office Use Only:

Received by *JB*Approved by *JB*Date *3/17/2014*Processed by *JB*Receipt No. *E039629*Date *12/30/2014*Receipt Amt. *\$100.-*

[Close](#)IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

9/5/2013

WATER RIGHT NO. 13-622

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	BETTY J ROPER
Current Owner	LEO B ROPER
	RT 1 BOX 126
	GRACE, ID 83241
Original Owner	SEWELL ROPER

Priority Date: 12/08/1882

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
STEVES CREEK	BEAR RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/20	9/30	1.6 CFS	
Total Diversion			1.6 CFS	

Location of Point(s) of Diversion:

STEVES CREEK	NENW	Sec. 19	Township 11S	Range 40E	CARIBOU County
--------------	------	---------	--------------	-----------	----------------

Place(s) of use:

Place of Use Legal Description: IRRIGATION CARIBOU County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
11S	40E	18		SESW										
		20		SWSE										
				NWNE										
				NENW			NWNW							

Conditions of Approval:

1. NOT TO EXCEED 80 AC. IRR./YR. TRANS. 2451.

Dates:

Licensed Date:

Decreed Date: 07/14/1920

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector:

Water District Number: 11

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

113602

Caribou Title
9:00 Sept. 15 82

WARRANTY DEED

4.00 Skanda Petersen

FOR VALUE RECEIVED

LEO B. ROPER and BETTY J. ROPER, husband and wife,
of the County of Caribou, State of Idaho, Grantors,

do hereby grant, bargain, sell and convey unto

SHAW LAND AND LIVESTOCK COMPANY, a limited
partnership of the State of Utah, Grantee

the following described premises, located in Caribou County,
Idaho, to-wit:

Township 11 South, Range 40 East of the Boise Meridian

Section 17: S $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$

Section 18: Beginning at the Northeast corner of the
SW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 18, and running
thence West 365 feet; thence South 1320 feet;
thence East 365 feet; thence North 1320 feet,
to the point of beginning.

Section 19: NE $\frac{1}{4}$ NE $\frac{1}{4}$.

Section 20: N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, EXCEPT
THEREFROM the following described tracts:
1. Beginning at a fence corner located 42
feet North of the Southeast corner of the
NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 20, and running
thence North 88°16'45" West along a fence
408.78 feet to the Southerly right of way
of County Road;
thence North 59°36' East along said road
473.73 feet; thence South 252 feet, to the
point of beginning.
2. Beginning at a point South 66°21'30"
West 1645.8 feet from the Northeast corner
of said Section 20, and running thence South
67°30' West 508.2 feet; thence South 80°03'
West 227.1 feet; thence South 81°21' West
171.4 feet, to the TRUE POINT OF BEGINNING
and running
thence South 82°41'20" West 223.44 feet;
thence South 63°16' West 645 feet;
thence North 87°41'55" West 476.71 feet;
thence North 06°50'40" West 354.17 feet;
thence North 11°05'50" West 422.82 feet;
thence South 89°10'58" East 488.6 feet;
thence North 86°05'20" East 950 feet; thence South
12°46' W 392 ft; thence South 18°40' East 150 feet,
to the point of beginning.

EXCEPT THEREFROM any portion lying within the right of
way of County Roads.

The Grantors hereby expressly reserve to themselves,
their heirs, executors, administrators, personal
representatives, and assigns, the right, at their own risk,
to cross the parcel of land hereby conveyed, by the lanes
and roads now established upon the above described property
and at such other points as may be agreed upon by the
parties to this deed, their heirs, successors or assigns,
for the purpose of having access to such part or portion of
the land and premises of the Grantors as may, by the
conveyance of the herein described tract or parcel of land,

be separated from the rest of the land and premises of the Grantors, their heirs, or assigns. More specifically, but not limiting any other portion of this paragraph, the Grantors expressly reserve to themselves, their heirs, executors, administrators, personal representatives, and assigns, an easement 40 feet in width for vehicular, farm machinery, cattle and pedestrian traffic following an existing private road located in the NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 19, Township 11 South, Range 40 East, B.M., Caribou County, Idaho.

Grantors also hereby expressly reserve to themselves, their heirs, executors, administrators, personal representatives and assigns, all water and water rights from a fresh water spring located in the N $\frac{1}{2}$ NW $\frac{1}{4}$, Section 20, Township 11 South, Range 40 East, B.M., Caribou County, Idaho, as well as the right to use, maintain, repair, improve, and enlarge said spring as well as the right to use the existing water lines being purchased by Grantees or water lines hereinafter erected by Grantees to convey water from said springs in said pipeline, which said spring and pipeline provide water to buildings and property retained by Grantors located in the NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 20, Township 11 South, Range 40 East, B.M., Caribou County, Idaho.

Furthermore, the Grantors hereby expressly reserve to themselves, their heirs, executors, administrators, personal representatives, and assigns, all water rights possessed by Grantor in the Stover-Walker spring, believed to consist of, but not limited to, 1/4 cfs of water from said spring, which said Stover-Walker spring is located in the NW $\frac{1}{4}$, Section 19, Township 11 South, Range 40 East, B.M.

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 whatsoever.

DATED: This 13 day of September, 1982.

Leo B. Roper
LEO B. ROPER

Betty J. Roper
BETTY J. ROPER

STATE OF IDAHO)
) : ss
County of Caribou)

On this 13 day of September, 1982, before me the undersigned Notary Public personally appeared LEO B. ROPER and BETTY J. ROPER, husband and wife, whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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

[Signature]
NOTARY PUBLIC FOR IDAHO
Residing at Soda Springs

(SEAL)

RESERVATION
OF WATER
RIGHT NO. 13-7
TO ROPER
(STOVER-WALKER)
FOR DIGS

RESERVATION
OF STOVER-
WALKER SPRING
WATER RIGHT

NO MENTION IN DEED
FOR THE RESERVATION
OF .04 CFS OF
WATER RIGHT NO.
13-622 BUT
THE PURCHASE
AGREEMENT AND
EXCHANGE OF LETTERS
BETWEEN ATTORNEYS
MAKES THE
RESERVATION CLEAR.
ALSO MAKE IT
CLEAR THAT THE
REMAINING 1.56
CFS OF 13-622
WAS CONVEYED
TO SHAW



Copyright 1947,
Singer & Sons Law Publishing
Corporation, Oregon

RECEIPT AND AGREEMENT TO PURCHASE PAGE 1 of 6 PAGES

Soda Spring, Idaho, May 18th, 1982

RECEIVED FROM Rulon C. and B. SHAW, husband and wife (hereinafter referred to as Purchaser)
a sum of ONE THOUSAND AND NO/100THS (\$1,000.00) Dollars as a deposit and earnest money
in payment of the purchase price of the following described real property situated in
County of CARIBOG State of Idaho, to wit:

- - -SEE PAGES 2 and 3- - -
- - -SEE PAGES 2 and 3- - -
- - -SEE PAGES 2 and 3- - -
- - -SEE PAGES 2 and 3- - -
- - -SEE PAGES 2 and 3- - -
- - -SEE PAGES 2 and 3- - -

The following items are to be left upon the premises as part of the property purchased: All irrigation fixtures and equipment, plumbing and heating fixtures and equipment, including stoves and oil tanks but excluding fire place fixtures and equipment, water heaters, electric light fixtures, light bulbs and fluorescent lamps, bathroom fixtures, windows, window and door screens, storm doors and windows, attached finalsum, attached television antenna, all shrubs and trees and all fixtures except:

THESE ARE NO BUILDINGS INVOLVED IN THIS PURCHASE.

The following personal property is also included as a part of the property to be offered for sale for which price: SEE PAGE 4
SEE PAGE 5

It is hereby agreed that the total purchase price is the sum of 10,000.00 Dollars payable as follows: The sum of 1,000.00 Dollars hereinabove received for and the balance of the purchase price in the sum of 9,000.00 Dollars to be paid as follows: (If on contract, state terms generally, and if escrow

THOUSAND AND NO/100THS - - - - - \$ 149,000.00 Dollars to be paid as follows: (If on contract, state terms generally, and if escrow)
- - -SEE PAGE 5- - -
- - -SEE PAGE 5- - -
- - -SEE PAGE 5- - -
- - -SEE PAGE 5- - -
- - -SEE PAGE 5- - -

It is further agreed: 1. Seller shall at his expense furnish Purchaser an Abstract of Title continued to a date subsequent hereto showing merchantable title to the property vested in Seller, or in lieu thereof, at Seller's option, a title insurance policy insuring title thereto vested in Seller, free and clear of all liens and encumbrances. **Sellers to furnish the purchasers with a Title Insurance Policy in the amount of \$150,000 at the expense of the sellers of \$599.50**

It is further agreed that the broker assumes no responsibility in regard to the title and broker recommends that Purchaser have the Abstract of Title or title insurance examined by an attorney.

2. The real property is to be conveyed by **WARRANTY DEED** of the personal property by Bill of Sale, free and clear of all encumbrances except building and zoning ordinances and regulations, building and use restrictions, rights of easements, reservations in Federal patents and State deeds and those enumerated in Section 1 above.

3. Sellers shall pay all of the taxes and assessments to JAN. 1st, 1982 and Purchaser shall pay all taxes and assessments thereafter. Rents, insurance and interest on mortgage or contract indebtedness shall be pro-rated to the date of closing.

4. If Seller does not approve this sale within 15 days hereafter, or if Seller's title is not merchantable or insurable and cannot be made so within a reasonable time, written notice containing statement of defects is delivered to Seller, then said earnest money herein received for shall be returned to the Purchaser on demand and all rights shall be terminated unless Purchaser waives said defects and elects to purchase; but if said title is approved by the Seller and Seller's said title is merchantable or insurable, Seller neglects or refuses to complete the purchase or shall fail to pay the balance of the purchase price as hereinabove provided, then said earnest money shall be for the Seller as liquidated damages and not as a penalty and this Agreement thereupon shall be of no further force or effect or the Seller may demand the enforcement of the provisions of this Agreement.

5. In the event the improvements on said property should be destroyed or materially damaged between the date hereof and consummation or settlement of this purchase agreement shall, at the option of the Purchaser, immediately become null and void, and said earnest money deposit shall be returned to said Purchaser on demand.

6. Possession shall be delivered Purchaser on or before the 13th day of July, 1982.

7. Purchaser enters into this Agreement in full reliance upon his independent investigation and judgment and there are no verbal or other agreements which modify or vary the terms of this Agreement.

8. Time is of the essence of this Agreement. Purchaser's rights herein are not assignable without the written consent of the Seller.

L. MATTHEWS, II Broker, By _____ Agents for _____

I hereby agree to purchase the above described property and pay the price of ONE THOUSAND AND NO/100THS (\$1,000.00) Dollars as set forth above and grant to said agent 15 days hereafter to acquire Seller's acceptance hereof, during which said offer shall not be subject to revocation.

Address Rte #1 - Box 130, Grace, Ida 83241
Phone 427-6609

For valuable consideration I/we agree to sell and convey to the Purchaser the above described property on the terms and conditions hereinabove stated and agree to the above named agent a commission of Three THOUSAND AND NO/100THS (\$3,000.00)

and I/we acknowledge receipt of a copy of the earnest money receipt bearing my/our signature and that of the Purchaser named above. If the Purchaser fails to comply with any of the conditions of this Agreement, then one-half of the earnest money received for shall be retained by the broker, provided to the broker does not exceed the agreed upon commission due and the balance shall be paid to the undersigned.

Dated this 16 day of June, 1982
Leo B. Roper and Betty J. Roper (Sellers)
Leo B. Roper and Betty J. Roper (Agents)

STATE OF IDAHO, ss. On this _____ day of _____ in the year 1982,
I, THE UNDERSIGNED,
Leo B. Roper and Betty J. Roper, a Notary Public in and for said State, personally appeared to me to be the person(s) whose name(s) 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 in this certificate first above written.

NOTE: IF ANY BLANK SPACES ARE INSUFFICIENT, USE S-N No. 810 "HANDY PAD", TO BE SEPARATELY SIGNED BY BUYER AND SELLER.
Notary Public for the State of Idaho, Residing at _____
----- (CONTINUED) -----

SELLER'S COPY

ORIGINAL

Conveyance and Agreement to Purchase
dated May 18, 1982 Between

PAGE 2 OF 6

Leo B. and Betty J. ROPER, Sellers and
Rulon C. and Jean B. SHAW, Buyers

LEGAL DESCRIPTION:

All land in the N $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 20, Twp 11 S., Rge 40 ERM, in Caribou County, State of Idaho EXCEPTING THEREFROM the following tracts of land more particularly described as follows:

[Handwritten signature]
RUSSELL
(Leo)

(Tract of land more particularly described as follows:
(Beginning at a point South 68°51'35" West 3270.17 ft from NE Corner
(Sec. 20 Twp 11 S., Rge 40 ERM, County of Caribou, State of Idaho,
(THENCE, S. 63°16' W. 111.75 ft along northly R.O.W line of Roper Road
(THENCE, N. 87°41' 55" W. 476.71 ft along the fence line.
(THENCE, N. 06°50' 40" W. 154.17 ft along a fence line.
(THENCE, N. 11°05' 50" W. 422.82 ft along a fence line,
(THENCE, S. 89°10' 58" E. 488.60 ft,
(THENCE, S. 17°39' 30" E. 755.04 ft to the point of beginning

"Evenger" - - - - -

(Beginning at a fence corner located 42 feet North
(of the Southeast corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section
(20, and running
(thence North 88°16'45" West along a fence 408.78 feet to the
(Southerly right of way line of a County Road;
(thence North 59°36' East along said road 473.71 feet;
(thence South 252 feet,
(to the point of beginning.

Bennett - - - - -

(Beginning at a point South 66°21'30" West 1,665.8 feet to
(the Northeast corner of said Section 20, and running
(thence South 67°40' West 508.2 feet;
(thence South 80°03' West 227.1 feet;
(thence South 81°21' West 171.6 feet,
(to the TRUE POINT OF BEGINNING; and running
(thence North 16°40' West 150.6 feet;
(thence North 12°45' East 392.54 feet;
(thence South 86°05'20" West 600 feet;
(thence South 682.81 feet to the Northerly right of way
(line of a county road;
(thence North 61°16' East along said road 378.74 feet;
(thence North 82°41'20" East along said road 221.44 feet,
(to the TRUE POINT OF BEGINNING. (This description also takes
(in part of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of
(Sec 20, of which NONE is be
(sold herein.)

PAULINE (Leo) - - - - -

(Beginning at a point which is 2,910.188 feet West and
(415.467 feet South from the Northeast corner of said Section
(20, and running
(thence South 86°05'20" West 150 feet;
(thence South 17°39'30" East 755.04 feet;
(thence North 61°16' East 134.51 feet,
(thence North 682.81 feet, to the point of beginning

READ AND APPROVED BY:

Date: May 27, 1982 *[Signature]*
Date: May 27, 1982 *[Signature]*
Date: June 16, 1982 *[Signature]*
Date: June 16, 1982 *[Signature]*

CONTINUATION of Receipt and Agreement to Purchase
dated May 18th, 1982 between

PAGE 1 OF 6 P.

Leo B. and Betty J. Roper, Sellers and
Rulon V. and Jean B. Shaw, Buyers

CONTINUATION OF THE LEGAL DESCRIPTION:

ALSO, the following tracts of land are being sold herein, said tracts of land are more particularly described as follows:

All tracts of land located in Twp 11 S., Rge 40 EBM, County of Carbon, State of Idaho:

NE1/4NE1/4 of Section 19; S1/4SW1/4 of Section 17;

SW1/4NE1/4; NW1/4NE1/4; SE1/4NE1/4 of Section 20;

Begin @ NE Corner SW1/4SE1/4 Sec. 18, thence East 365 ft; thence South 1320 ft; thence E. 365 ft; thence N. 1320 ft to point of beginning, containing 11.00 acres, more or less.

SECOND MORTGAGE:

The sellers realize that the buyers are obtaining a loan to purchase the real estate being sold herein and therefore accept the fact the lender will require a first mortgage and do therefore, accept the position of SECOND mortgage holder on the balance owed of \$40,000. Buyers agree to execute a second mortgage and note in favor of sellers.

RIGHT-OF-WAYS:

The buyers do hereby grant right-of-way to the sellers on presently existing private road located approximately as follows: All being in Twp 11 S., Rge 40 EBM, County of Carbon, State of Idaho.

RIGHT-OF-WAY through the NE Corner of the NW1/4 in Section 19.

RIGHT-OF-WAY through the Center of the NE1/4NE1/4 in Section 19.

RIGHT-OF-WAY through the NE Corner of the SE1/4NE1/4 in Section 19.

RIGHT-OF-WAY through NW1/4SW1/4 in Section 20.

(Note: The sellers and his parents before him, have used these

right-of-ways for over 30 years and it will still be necessary for the sellers to use same since he still

owns farm land that he must have a water right and a road.

RIGHT-OF-WAY to service; repair; improve and enlarge fresh water

spring and all necessary pipes, ditches, ditches and water

lines are located in the NW1/4NE1/4, Sec. 19, Twp 11 S., Rge 40 EBM,

County of Carbon, State of Idaho. Said spring and water

lines has serviced the Roper home and other houses

for over 30 years.

15. CONDITION:

The buyers being neighbors and having made personal inspection of the property being purchased, herein do therefore accept same in this is condition.

16. COVE LINES:

The sellers do NOT guarantee that the legal description lines on the legal description lines, has as indicated above the buyers acknowledge this fact since they are purchasing land in its present as in condition.

17. MORTGAGE HELD BY FARMERS HOME ADMINISTRATION:

The sellers having a Farmers Home Administration mortgage on the land being sold herein require that the same must be satisfied the approval of the Farmers Home Administration can not be obtained. The buyers acknowledge this fact in this agreement.

READ AND APPROVED BY:

Date: May 27, 1982

Rulon V. Shaw
(Buyer)

Date: May 27, 1982

Jean B. Shaw
(Buyer)

Date: June 16, 1982

Leo B. Roper
(Seller)

Date: June 16, 1982

Betty J. Roper
(Seller)

CONTINUATION of Receipt and Agreement to Purchase
dated May 18th, 1982 between

PAGE 4 OF 6

Leo B. and Betty J. ROPER, Sellers and
Rulon C. and Jean B. SHAW, buyers

FEDERAL LAND BANK LOAN NEEDED:

The sellers realize that the buyers are in the process of trying to obtain a Federal Land Bank loan in the amount of about \$129,000. If a loan can NOT be obtained this agreement will become VOID. Loan must be obtained on or before Aug. 1st, 1982 or this agreement will be VOID. The buyers are to inform the Real Estate Broker in writing as soon as the loan has been approved or unapproved.

NO SURVEY TO BE MADE:

As previously stated the buyers are accepting the property being purchased herein in its present AS IS CONDITION and therefore NO survey is required or will be made.

GEO-THERMO AND MINERAL RIGHTS:

It is agreed by the sellers and the buyers that ALL existing geo-thermo and mineral rights will remain the property of the sellers and thus NONE will be conveyed to the buyers.

NEW FENCE TO BE BUILT:

It is agreed by both the buyers and sellers that a fence approximately 1320 feet long is to be built. Said fence to be built with the buyers and the sellers sharing equally in the labor and expense. Said fence to be built in such a manner and with such material that is common to the area and will be located on the north line of the SW1/4, Twp 11s., Rge 40 EBM, Sec. 20, in Caribou County, State of Idaho. Said fence to be constructed on or before May 13th, 1983.

WATER RIGHTS:

-NONE of the water rights having to do with the fresh water spring mentioned on page 3 of this agreement will go with this sale thus sellers will keep ALL of such water rights.

ALL OTHER WATER RIGHTS to be conveyed to the buyers EXCEPT THE FOLLOWING WATER RIGHTS

2 miners inch per second of water from Steve Creek

-AND-

1/4 cubic foot per second of water from Steven Creek

IMPROVEMENTS ON REAL ESTATE BEING PURCHASED HEREIN:

The ONLY improvements this property has is the existing fences and the MAIN irrigation lines.

AN ATTORNEY IS RECOMMENDED:

Since this agreement is binding between the buyers and sellers it is suggested by the Real Estate Broker, that if the buyers or sellers have any questions about the contents of this agreement they should obtain the advice of their attorney before signing same.

ATTORNEY FEES:

It is agreed by the buyers and sellers that they will share equally in the attorney fees for drawing such documents, but not limited to, as warranty deed; mortgages; notes; right-of-way agreements.

GROWING CROPS FOR YEAR 1982:

It is agreed by the sellers and buyers that the now existing growing crops will become the property of the buyers.

READ AND APPROVED BY:

Date: May 27, 1982 Rulon C. Shaw (Buyer)
Date: May 27, 1982 Jean B. Shaw (Buyer)
Date: June 16, 1982 Leo B. Roper (Seller)
Date: June 16, 1982 Betty J. Roper (Seller)

Leo B. and Betty J. ROPIER, Sellers and
Rulon C. and Jean B. SHAW, buyers

EXISTING MINERAL LEASE:

The buyers are purchasing the land described herein with full knowledge that the sellers, do now have in effect a mineral rights lease on the property described, herein.

MONEY TERMS CONTINUED:

Total purchase price as shown on page 1 of this agreement - - - - - \$150,000.00
Earnest Money received for on page 1 of this agreement - - - - - \$ 1,000.00
Due on Closing or on or before July 13th, 1982 - - - - - \$129,000.00
Due on Mar 1st, 1983 including 10% ANNUAL PERCENT RATE OF INTEREST
interest to start July 13, 1982 on \$20,000. - - - - - \$5,000.+inter
Due in 10 ANNUAL payments of \$2441.18, said payments include
payment of interest and principal, said payments includes
10% ANNUAL PERCENT RATE OF INTEREST, and interest on the
\$15,000. balance yet owed to begin Jul 13, 1983, with first
annual payment falling due Mar 1st, 1984 and an equal amount
thereafter until interest and principal have been paid in
full - - - - - 15,000.

RIGHT TO USE MAIN WATER LINES:

The sellers retain the right to use the existing or any main water lines now being purchased or may be constructed in the future regarding the 1.04 cubic feet of water being retained by the sellers as outlined on page 4 of this agreement. Sellers agree to be REASONABLE and co-operate with the buyers regarding this right.

EQUIPMENT BEING PURCHASED HEREIN:

All equipment described below is being purchased at NO additional cost to the buyers and it is all USED equipment and has to do strictly with crop irrigation. Said equipment is presently on the land being purchased, herein, and is more particularly described as follows:

All main water lines presently on the property.
One 1/2 mile wheel move irrigation pipe including accessories.
One 1/2 mile 3" hand line including accessories.
4" hand line including accessories approximately 500 feet long.
Buried feeder line to pond and accessories.
One 100B Volumn gun.

~~EXCLUSIVE~~ right to use existing storage water pond and accessories presently located on land to be RETAINED by the sellers. This pond is located SW1/4 Sec. 18, Twp 11 S., Rge 40 EBM, in the County of Caribou, State of Idaho.

RIGHT-OF-WAYS GRANTED BY THE SELLERS:

Since the land is owned by the sellers and not being sold herein where the irrigation pond is located, as mentioned above the sellers do hereby grant a right-of-way to the buyers for the purpose of servicing, maintaining, repairing not only said pond but any water lines to and from said pond. The approximate location of said pond is stated above.

FENCE TO BE MOVED:

The said ponds EAST fence is to be moved a distance of approximately 365 feet WEST since approximately a 11.06 acre of land is being sold along with other land, said 11.06 acres of land is located in the SW1/4 Sec. 18, Twp 11 S., Rge 40 EBM, in Caribou County, Idaho. Buyers & sellers to share equally in expense of same. READ AND APPROVED BY:

Date: May 27, 1982

Date: May 27, 1982

Date: June 16, 1982

Date: June 16, 1982

Rulon C. Shaw
(Buyer)
Jean B. Shaw
(Buyer)
Leo B. Roper
(Seller)
Betty J. Roper
(Seller)

CONTINUATION of Receipt and Agreement to Purchase

Dated May 18th, 1982 between

Leo B. and Betty J. ROPER
Rulon C. and Jean B. SHAW

PAGE 6 OF 6

Sellers and
buyers

ADDITIONAL RIGHT-OF-WAYS GRANTED
TO THE BUYERS:

It is agreed by the sellers that they will grant the following additional right-of-ways to the buyers:

RIGHT-OF-WAY from County road in the NW1/4 Sec. 20, Twp 11 S., Rge 40 E. County of Caribou, State of Idaho, Running thence South along the East line of the said NW1/4 of said Sec. 20. Said Right-of-Way is for the purpose of ingress and egress to the SW1/4 of said Sec. 20.

RIGHT-OF-WAY beginning on the north side of said County Road located in the NE1/4 of said Sec. 20. Said right-of-way is to allow ingress and egress into N1/4 of said Sec. 20. This right-of-way is located within the legal description shown as on of the tracts of land that has been EXCEPTED as outlined on page 2 of this agreement, said tract of land is marked as and we quote, "RUSSELL (Leo)". Said right-of-way to follow along the East boundary line of said EXCEPTED tract of land. Said right-of-way to be 40 feet wide.

WATER RIGHTS CLARIFIED:

The remaining water rights, as outlined on page 4 of 6 pages, to go to the buyers is more particularly described as follows:

1.6 Second Cubic Feet of water "Steve Creek" LESS 2 miners inch water to be RETAINED by the sellers. Also, all water rights to fresh water spring as described on said Page 4 of 6 pages is to be retained by the sellers as previously outlined. THUS 1.56 Second Cubic Ft of water "Steve Creek" goes to the buyers.

RIGHT-OF-WAY WRITTEN AGREEMENT REQUIRED:

The sellers & Buyers to have an Attorney draw necessary Right-of-way agreement showing ALL right of ways as outlined in this agreement. Said agreement to be signed by by buyers and sellers and recorded in Caribou County, Idaho. Said agreement must be signed by buyers and sellers within 15 days from date this Purchase Agreement has been signed by sellers and buyers. If said Right-of-way agreement not signed by buyers & sellers this agreement is VOID. Said right-of-way agreement to be delivered to Caribou Title Co., Soda Springs, Ida for recording.

CLARIFICATION OF COST OF EQUIPMENT BEING SOLD HEREIN:

Page 5 of 6 pages states that the total selling price is \$150,000. This selling price total remains \$150,000., however it is understood by the buyers and sellers that said equipment cost is INCLUDED in the said \$150,000. TOTAL PRICE.

RIGHT-OF-ASSIGNMENT:

It is agreed by the sellers that the buyers have the right and are therefore hereby authorized to assign this purchase agreement to SHAW LAND AND LIVESTOCK COMPANY, A LIMITED PARTNERSHIP.

EXPENSE TO TRANSFER WATER RIGHTS:

Buyer agrees that it is his responsibility and his expense to transfer water rights from land water is decreed to, to other land.

ADDITIONAL CLARIFICATION FO WATER RIGHTS:

In regard to the $\frac{1}{2}$ cubic feet of water retained by seller in Stover-Walker spring, it is understood that said water is presently decreed to property to be sold to buyer located in section 17. The seller intends to sell said water right to a third party, and said water right shall be transferred to other property belonging to the third party. The buyer shall assist and cooperate in said sale and shall execute all necessary documents to accomplish said transfer. All monies received from the sale of said water right shall be the property of the seller.

READ AND APPROVED BY:

Date: May 27, 1982 Rulon C. Shaw
Date: May 27, 1982 Jean B. Shaw
Date: June 16, 1982 Leo B. Roper
Date: June 16, 1982 Betty J. Roper

1.56 cfs +
WATER RIG
No. 13-6226
TO SHAW.
.04 cfs IS
RETAINED &
PAPER

ADDENDUM to Receipt and Agreement to Purchase dated May 18th, 1982 between
Leo B. Roper and Betty J. Roper, Seller and
Rulon C. and Jean B. Shaw, Buyers
S. E. Matthews, II, Real Estate Broker

Page 5 of 6 pages on the original Receipt and Agreement to purchase contains the following clause, which is hereby changed to read as follows:

THE FOLLOWING CLAUSE IS HEREBY VOIDED:

EXCLUSIVE right to use existing storage water pond and accessories presently located on land to be RETAINED BY THE sellers. This pond is located in the SW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 18, Twp 11 S., Rge 40 ERM, in the County of Caribou, State of Idaho.

THE FOLLOWING CLAUSE IS TO REPLACE THE VOIDED CLAUSE ABOVE:

Buyers are given EXCLUSIVE right to use existing storage water pond and accessories presently located on land to be retained by the sellers, said exclusive right is given to the buyers with the following EXCEPTION:

The sellers still have 2 miners inches of water from ^{USE AND MAINTAIN} Steve Creek and thus sellers are to retain the right to store said 2 miners inches of water in said pond.

The buyers do hereby accept the full responsibility of maintaining said pond and its accessories at no cost to the sellers.

NOTE: Since this clause does have to do with a right-of-way to keep pond on sellers property it is thought this clause or one similar should be placed in the right-of-way agreement to be drawn by an attorney as outlined on page 6 of 6 pages in the Receipt and Agreement to purchase mentioned above.

NOTE: The sellers and the buyers acknowledge the fact that the Real Estate Broker did advise them it would be better to have all right-of-ways surveyed by a licensed surveyor.

Said pond is located in the SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 18, Township 11 South, Range 40 ERM in the County of Caribou, State of Idaho.

READ AND APPROVED BY:

Date: June 13, 1982 Rulon C. Shaw
(Buyer)
Date: June 13, 1982 Jean B. Shaw
(Buyer)
Date: June 18, 1982 Leo B. Roper
(Seller)
Date: June 18, 1982 Betty J. Roper
(Seller)

STATE OF _____ COUNTY OF _____
On this _____ day of _____, 19____ before me, a
notary public in and for said state, personally appeared _____

known to me to be the person _____ who _____
subscribed to the within instrument, and acknowledged to me that
he executed the same.

Residing at _____ Notary Public
Commission expires _____

Instrument # 186840

CARIBOU COUNTY

3-7-2011 02:39:30 No. of Pages: 8

Recorded for : HOLDEN, KIDWELL, HAHN

VEDA MASCARENAS Fee: 31.00

Ex-Officio Recorder Deputy

Index to: QUITCLAIM DEED

S. Reaved

QUITCLAIM DEED

THIS INDENTURE is made this 4th day of February, 2011, by Shaw Land & Livestock Company, a Utah limited partnership by and through its below signed general partners, the "Grantor," and Shaw Land & Livestock Company, L.L.C., a Utah limited liability company, whose mailing address is 3601 N. Higley Road, Farr West, Utah, 84404, the "Grantee."

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) lawful money of the United States of America and other good and valuable consideration to Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these presents remise, release and forever quitclaim unto the Grantee, and to Grantee's heirs and assigns forever, all right, title and interest now owned or hereafter acquired by the Grantor in all the following described real estate in the County of Caribou, State of Idaho, to-wit:

See Attached Exhibit "A"

TOGETHER, with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any remainders, and rents, issues and profits therefrom.

TO HAVE AND TO HOLD the said premises and the appurtenances unto the Grantee, and to Grantee's heirs and assigns forever.

In construing this Quitclaim Deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.

GRANTOR:

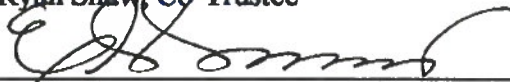
SHAW LAND & LIVESTOCK COMPANY

By: RULON C. SHAW REVOCABLE TRUST,
General Partner

By:


Ryan Shaw, Co-Trustee

By:

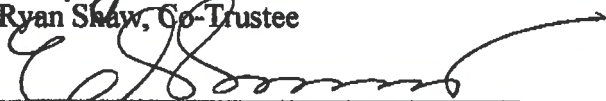

Elaine Sorenson Marshall, Co-Trustee

By: JEAN B. SHAW FAMILY TRUST, General
Partner

By:


Ryan Shaw, Co-Trustee

By:

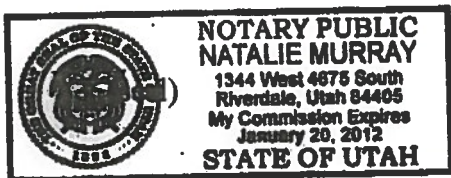

Elaine Sorenson Marshall, Co-Trustee

STATE OF UTAH)

County of Utah)ss.

On the 4 day of February, 2011, before me the undersigned, a notary public in and for said State, personally appeared Ryan Shaw, known or identified to me to be the Co-Trustee of the Rulon C. Shaw Revocable Trust, which trust is one of the partners of Shaw Land & Livestock Company, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that such trust 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 in this certificate first above written.



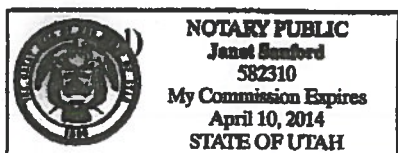
Natalie Murray
Notary Public for Utah
Residing at: Hillside, UT
My Commission Expires: Jan 20, 2012

STATE OF UTAH)

County of Utah)ss.

On the 1 day of Feb., 2011, before me the undersigned, a notary public in and for said State, personally appeared Elaine Sorenson Marshall, known or identified to me to be the Co-Trustee of the Rulon C. Shaw Revocable Trust, which trust is one of the partners of Shaw Land & Livestock Company, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that such trust 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 in this certificate first above written.



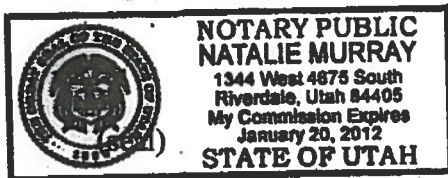
Janet Sanford
Notary Public for Utah
Residing at: Provo, Utah
My Commission Expires: 4/10/2014

STATE OF UTAH)

County of Utah)ss.

On the 4 day of ^{February} ~~January~~, 2011, before me the undersigned, a notary public in and for said State, personally appeared Ryan Shaw, known or identified to me to be the Co-Trustee of the Jean B. Shaw Family Trust, which trust is one of the partners of Shaw Land & Livestock Company, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that such trust 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 in this certificate first above written.



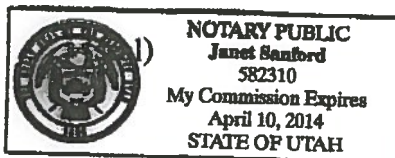
Natalie Murray
Notary Public for Utah
Residing at: Hillside, UT
My Commission Expires: Jan 20, 2012

STATE OF UTAH)

County of Utah)ss.

On the 1 day of ^{February} ~~January~~, 2011, before me the undersigned, a notary public in and for said State, personally appeared Elaine Sorenson Marshall, known or identified to me to be the Co-Trustee of the Jean B. Shaw Family Trust, which trust is one of the partners of Shaw Land & Livestock Company, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that such trust 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 in this certificate first above written.



Janet Sanford
Notary Public for Utah
Residing at: Provo, UT
My Commission Expires: 4/10/2014

G:\WPDATA\REF\15619 Shaw\quitclaim deed.llc.wpd.

EXHIBIT "A"

Parcel 1:

That portion of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, and that portion of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, Section 16, Township 11 South, Range 40 East, Boise Meridian, Caribou County, Idaho, lying Southerly of the centerline of a County Road, said centerline being fully described as follows:

COMMENCING at the Southeast corner of said Section 16, Township 11 South, Range 40 East, Boise Meridian, Caribou County, Idaho;
Thence North $89^{\circ}34'$ West, 1329.37 feet along the South boundary of said Section 16;
Thence North 875.24 feet along the East boundary of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section to a point, said point being the REAL POINT OF BEGINNING;
Thence South $77^{\circ}42'$ West, 348.65 feet;
Thence South $69^{\circ}27'$ West, 678.55 feet;
Thence Westerly 49.83 feet around a curve to the right having a radius of 300.0 feet;
Thence South $78^{\circ}58'$ West, 374.13 feet;
Thence Westerly 87.62 feet around a curve to the right having a radius of 300.0 feet;
Thence North $84^{\circ}14'$ West 122.14 feet;
Thence Westerly 54.11 feet around a curve to the right having radius of 300.0 feet;
Thence North $73^{\circ}58'$ West, 128.39 feet;
Thence North $78^{\circ}41'$ West, 899.86 feet to a point on the West boundary of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 16, the said point being the terminus of said centerline. Subject to State of Idaho Amended Easement No. 5062; State of Idaho Easement No. 5089, No. 5112, No. 5113 and No. 5125.

Parcel 2:

Township 11 South, Range 39 East, Boise Meridian, Caribou County, Idaho:

Section 24: South $\frac{1}{2}$ of Lot 1, Lots 2, 3, 4 Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$.

Section 25: Lots 1 and 2, West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$.

Township 11 South, Range 40 East, Boise Meridian, Caribou County, Idaho:

Section 19:

BEGINNING at the Northwest corner of Section 19 and running;
Thence South 690 feet;
Thence Northeasterly in a straight line to a point 60 feet East of the Northwest corner of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, said Section:
Thence West along the North section line 1428.02 feet, more or less, to the POINT OF BEGINNING.

Section 30: Lots 1 and 2.

Except therefrom the following described tracts:

BEGINNING at the Northeast corner of Lot 1, said Section 30 and running;
Thence West 1366.37 feet, more or less, to the West Section line;
Thence South 360.77 feet along said Section line;
Thence East 1365.61 feet, more or less, to the East line of Lot 1;
Thence North 360.77 feet, to the POINT OF BEGINNING.

Parcel 3:

Township 11 South, Range 40 East, Boise Meridian, Caribou County, Idaho.

Section 19:

Lots 1, 2, 3 and 4, West $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$.

Excepting therefrom the following:

BEGINNING at the Northwest corner of said Section 19 and running;
Thence South 690 feet;
Thence Northeasterly in a straight line to a point 60 feet East of the Northwest corner of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, said Section 19;
Thence West along the North Section line 1428.02 feet, more or less, to the POINT OF BEGINNING.

Section 20: Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$.
Section 21: North $\frac{1}{2}$ of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$.

Section 30:

BEGINNING at the Northeast corner of Lot 1, said Section 30, and running;
Thence West 1366.37 feet, more or less to the West Section line;
Thence South 360.77 feet along said Section line;
Thence East 1365.61 feet, more or less, to the East line of Lot 1;
Thence North 360.77 feet, to the POINT OF BEGINNING.

Parcel 4:

Caribou County, Idaho

Township 11 South, Range 40 East, Boise Meridian:

Section 20: Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; and the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$.

Parcel 5:

Township 11 South, Range 40 East, Boise Meridian, Caribou County, Idaho.

Section 20:

BEGINNING at a point which is 1,316.79 feet South and 196.875 feet East of the North $\frac{1}{4}$ corner of said Section 20, and running;
Thence North $0^{\circ}54'08''$ West 119.86 feet;
Thence North $79^{\circ}29'16''$ East 314.24 feet;
Thence North $67^{\circ}57'04''$ East 658.68 feet;
Thence South $0^{\circ}54'08''$ West 423.77 feet;
Thence South $89^{\circ}16'59''$ West 906.58 feet, to the POINT OF BEGINNING.

Together with access to the County Road over and existing easement at the East end of said premises.

Also:

Lots 3, 4, 5 and 6, Roper Subdivision, according to the official plat thereof, as recorded in the office of the County Recorder of Caribou County, Idaho, under recorder's Instrument No. 113432.

Parcel 6: *from Roper*

Township 11 South, Range 40 East, Boise Meridian, Caribou County, Idaho.

Section 17: South $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$. -
Section 18: -

BEGINNING at the Northeast corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 18, and running;
Thence West 365 feet;
Thence South 1320 feet;
Thence East 365 feet;
Thence North 1320 feet, to the POINT OF BEGINNING.

Section 19: Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$. -

Section 20: North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$; and the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; and the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$; and the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$. -

Except therefrom the following described tracts:

1) BEGINNING at a fence corner located 42 feet North of the Southeast corner of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 20, and running;
Thence North $88^{\circ}16'45''$ West along a fence 408.78 feet to the Southerly right of way of County Road;

Thence North 59°36' East along said road 473.73 feet;

Thence South 252 feet, to the POINT OF BEGINNING.

2) BEGINNING at a point South 66°21'30" West 1645.8 feet from the Northeast corner of said Section 20, and running;

Thence South 67°30' West 508.2 feet;

Thence South 80°03' West 227.1 feet;

Thence South 81°21' West 171.4 feet, to the TRUE POINT OF BEGINNING and running;

Thence South 82°41'20" West 223.44 feet

Thence South 63°16' West 645 feet;

Thence North 87°41'55" West 476.71 feet;

Thence North 06°50'40" West 354.17 feet;

Thence North 11°05'50" West 422.82 feet;

Thence South 89°10'58" East 488.6 feet;

Thence North 86°05'20" East 950 feet;

Thence South 12°46' West 392 feet;

Thence South 18°40' East 150 feet, to the POINT OF BEGINNING.

Except therefrom any portion lying within the right of way of County Roads.