

RECEIVED

APR 17 2012

Department of Water Resources
Eastern RegionSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
17-2035 OK	Yes ☐		Yes ☐		Yes ☐
17-2026 OK	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: MARY C. SWEETEN COCK H. SWEETEN

3. New Owner(s)/Claimant(s): BREND LEE ANN WOOLSTENHULME
Name of each new owner as listed on the conveyance document

New owner continued ☐ Name connector ☐ and ☒ or ☐ and/or
101 VALLEY VIEW DRIVE
Mailing address
MONTPELIER IDAHO 83254
City State ZIP
208 317 7469 WOOLSTENHULME @ YAHOO.COM
Telephone Email

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

5. Date you acquired the water rights and/or claims listed above: MARCH 8 2000

6. 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):
 - o \$25 per *undivided* water right.
 - o \$100 per *split* water right.
 - o No fee is required for pending adjudication claims.

7. Signature: [Signature] OWNER 3-26-12
Signature of new owner/claimant Title, if applicable Date
Signature: [Signature] 3-26-12
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by [Signature] Date 5/1/2012 Receipt No. E037554 Receipt Amt. \$50.-
Approved by [Signature] Processed by [Signature] Date 5/1/2012

RECEIVED

MAY 04 2012

Department of Water Resources
Eastern Region

RECEIVED

MAY 01 2012

Department of Water Resources
Eastern Region

Instrument No. 10629

This Indenture, Made this 27 day of February in the year of our Lord one thousand nine hundred and nine BETWEEN Warren Sweeten and his wife Lila Sweeten

of Holbrook County of Owyhee State of Idaho part 100 of the first part, and Coleen K. Sweeten

of Holbrook County of Owyhee State of Idaho the part 1/4 of the second part, WITNESSETH: That the said part 1/4 of the first part, for and in consideration of the sum of One and no/100 Dollars,

lawful money of the United States of America, to them in hand paid by the said part 1/4 of the second part, the receipt whereof is hereby acknowledged, have Granted, Bargained and Sold, and by these presents do Grant, Bargain, Sell, Convey and Confirm unto the said part 1/4 of the second part, and to his heirs and assigns forever, all the following described real estate, situated in Owyhee County, State of Idaho, to-wit:

The southeast one-fourth (1/4) of Section Five (5) Township Fifteen (15) South Range Thirty-three (33) East of Boise Meridian.

TOGETHER with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said part all of the first part:

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

IN WITNESS WHEREOF, The said part all of the first part ha all hereunto set their hand and seal at the day and year first above written.

Signed, sealed and delivered in presence of
Enoch Bennett
Martin E. Holbrook

Harmon Sweetser (SEAL)
Lila Sweetser (SEAL)
 (SEAL)
 (SEAL)

STATE OF IDAHO
 County of Blaine ss. On this 12th day of February 1909, before me,
Enoch P. Bennett a Justice of the Peace and for said County,
 personally appeared Harmon Sweetser and his wife Lila
Sweetser
 known to me to be the person s whose name s are subscribed to the within instrument, and acknowledged to me that he
 executed the same. And on this 12th day of February in the year 1909, before me, the officer above
 described, personally appeared Lila Sweetser known to me to be
 the person whose name is subscribed to the within instrument, described as a married woman; and upon an examination without the
 hearing of her husband, I made her acquainted with the contents of the instrument, and thereupon she acknowledged to me that she
 executed the same, and that she does not wish to retract such execution.

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

My commission expires 190

Leber G. Holbrook
Justice of Peace
Blaine, Ida.

Filed for record the 12th day of March A. D. 1909 at 2⁵ o'clock P.
request of Enoch P. Bennett. John Evans
 By Jenkins Jones Ex-Officio Recorder.
 Deputy.

COMPARED

Inst. No. 25339 ✓

This Indenture, Made this 29th day of September in the year of our Lord, one thousand nine hundred and Fourteen between Elbert.H.Barlow and His Wife Alberta. Barlow

of Holbrook County of Oneida State of Idaho the parties of the first part, and

C.H.Sweeten

of Holbrook County of Oneida State of Idaho the party of the second part

Witnesseth: That the said parties of the first part, for and in consideration of the sum of Four Thousand & No/100.....Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all the following described real estate situated in Oneida County, State of Idaho, to-wit:

The West half of the Southwest quarter of the Southwest quarter of the northwest quarter and lot four of section four in township fifteen south range thirty-three east of the Boise Meridian Idaho containing 161-26/100 acres. of land. ALSO the east half of the south west quarter. the south east quarter of the northwest quarter. and lot three of section four in township fifteen south range thirty-three east Boise Meridian Idaho. containing 161-26/100 acres of land.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and overreign, remainder and remainders, rents, issues and profits thereof, and all estates, right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part.

To Have and to Hold all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever. And the said parties of the first part, and their heirs, the said premises in a quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said parties of the first part, and their heirs and against all and every person and persons whomsoever lawfully claiming or to claim the same hall and will warrant and by these presents forever defend.

In Witness Whereof, the said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Philip.J.Evans

Elbert.H.Barlow

Alberta.Barlow

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of Idaho, ss. On this 29th day of September in the year 1914 before me

County of Oneida a Notary Public in and for said County, personally appeared

Elbert.H.Barlow and his Wife Alberta.Barlow

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

In Witness Whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(SEAL)

Commission Expires

Philip.J.Evans

Notary Public

Filed for record this 1st day of October A. D. 1914 at 9.30 o'clock P. M.

John J. Evans
Ex-Officio Recorder.

By Deputy.

Instrument No. 28002

This Indenture, Made this 17th day of June in the year of our Lord one thousand nine hundred and sixteen between Howard E. Grant and Hazel H. Grant his wife

of Holbrook County of Oneida State of Idaho the parties of the first part, and

Colen H. Sweeten

of Holbrook County of Oneida State of Idaho the party of the second part,

Witnesseth: That the said parties of the first part, for and in consideration of the sum of One Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all the following described real estate situated in Oneida County, State of Idaho, to-wit:

The southeast quarter of Section four (4) and the North half of the northeast quarter of Section nine(9) in Township fifteen (15) South of Range thirty-three (33) East of the Boise Meridian in Idaho containing 240 acres.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estates, right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part.

On Have and Go Hold, All and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever. And the said parties of the first part, and their heirs, the said premises in a quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said parties of the first part, and their heirs and against all and every person and persons whomsoever lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

In Witness Whereof, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Howard E. Grant (SEAL).
Hazel H. Grant (SEAL).
(SEAL).
(SEAL).

State of Idaho, }
County of Oneida } On this 19th day of June in the year 1916 before me,
Thomas W. Roe a Notary Public in and for said County, personally appeared
Howard E. Grant and Hazel H. Grant his wife

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

In Witness Whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(SEAL).
Commission Expires

Thomas W. Roe
Notary Public for the State of Idaho
Residing at Stone, Idaho.

Filed for record this 26th day of June

A. D. 1916 at 3-30 o'clock P. M.

By _____
Deputy.

Ex-Officio Recorder.

This Indenture, Made this 19th day of April in the year of our Lord one thousand nine hundred and Seventeen between Lemuel C. Pope Unmarried, of Holbrook, County of Oneida State of Idaho the part y of the first part, and Colen H. Sweeten, of Holbrook, County of Oneida State of Idaho the party of the second part,

Witnesseth: That the said part y of the first part, for and in consideration of the sum of One----- Dollars, lawful money of the United States of America, to him in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged, ha s granted, bargained and sold, and by these presents do s grant, bargain, sell, convey and confirm unto the said part y of the second part, and to his heirs and assigns forever, all the following described real estate situated in Oneida County, State of Idaho, to-wit:

Lots 3 & 4, South half of North west quarter of Section Five (5) Township Fifteen (15) South of Range thirty-three (33) East of Boise Meridian containing 161.76 acres.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estates, right, title and interest in and to the said property, as well in law as in equity, of the said part y of the first part.

On and to hold, All and singular the above mentioned and described premises, together with the appurtenances, unto the said part y of the second part, and to his heirs and assigns forever. And the said part y of the first part, and his heirs, the said premises in a quiet and peaceable possession of the said part y of the second part, his heirs and assigns, against the said part y of the first part, and his heirs and against all and every person and persons whomsoever lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

In Witness Whereof, The said part y of the first part ha s hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of
John J. Evans
Lemuel C. Pope (SEAL).
(SEAL).
(SEAL).
(SEAL).

State of Idaho } ss. On this 19th day of April in the year 19 17 before me,
County of Oneida }
John J. Evans a Notary Public in and for said County, personally appeared
Lemuel C. Pope (a single man)
known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.
In Witness Whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

John J. Evans,
Notary Public,
Residence, Malad, Idaho.

(SEAL).
Commission Expires December 2nd, 1919.

Filed for record this 6th day of January

A.D. 1919 at 1:40 o'clock P. M.

Jenkin Jones,

Ex-Officio Recorder.

By

Ruth Thomas

Assistant.

Notary

THIS INDENTURE, made the Eighth day of April in the year of our Lord one thousand nine hundred and twenty nine between Chloe L. Garn the party of the first part and C.H. Sweeten party of the second part, WITNESSETH:
That the said party of the first part for and in consideration of the sum of \$1.00 lawful money of the United States of America, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged does by these presents grant, bargain, sell, convey and confirm unto the said party of the second part and to his heirs and assign forever all that certain lot piece or parcel of land, situate, lying and being in the county of Oneida, State of Idaho, and bounded and particularly described as follows to-wit:

Lot One, Section 4, Township 15 Range 33 E.B.M.
Lot Two, Section 4, Township 15 Range 33 E.B.M.
South $\frac{1}{2}$ N.E. $\frac{1}{4}$ Sec 4, Township 15, Range 33 E.B.M.
Containing 162.69 acres more or less

Together with the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining and also all her estate, right, title and interest at law and in equity therein or thereto.

TO HAVE AND TO HOLD the same to the said C.H. Sweeten his heirs and assigns forever and the said first party do hereby covenant with the said C.H. Sweeten and his legal representatives that the said real estate is free from all encumbrances and that the said Chloe L. Garn, party of the first part will and her heirs executors and administrators shall Warrant and Defend the same to the said C.H. Sweeten his heirs and assigns forever against the just and lawful claims and demands of all persons whomsoever;

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

Signed Sealed and Delivered in the presence of
Albert S. Barlow.
Mary C. Sweeten.

Chloe L. Garn (SEAL)

County of Salt Lake
State of Utah)SS

On this 8th day of April 1929 before me a Notary Public, personally appeared Chloe L. Garn, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.
Chloe L. Garn

Subscribed and sworn to before me this 8th day of April 1929

(SEAL)

Clarence L. Gardiner
Notary Public

Commission expires Mar. 15, 1931

Filed for record April 11th 1929 at 11-45 A.M. at request of McKinley Jenkins

Instrument No. 5655

This Indenture, Made this 1st day of February in the year of our Lord one thousand nine hundred and seven BETWEEN George G. Swenson and Sarah Swenson his wife

of Holbrook County of Oneida State of Idaho parties of the first part, and Edwin H. Swenson

of Holbrook County of Oneida State of Idaho parties of the second part, WITNESSETH: That the said parties of the first part, for and in consideration of the sum of One Dollars,

lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, had... Granted, Bargained and Sold, and by these presents do give, Grant, Bargain, Sell, Convey and Confirm unto the said parties of the second part, and to their heirs and assigns forever, all the following described real estate, situated in _____ County, State of Idaho, to-wit:

The South West quarter of Section (5) five in Township fifteen (15) South of Range thirty three (33) East of Boise Meridian containing in all One hundred and sixty (60) acres

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said part^{ies} of the first part:

TO HAVE AND TO HOLD all and singular the above mentioned and described premises, together with the appurtenances, unto the party of the second part, and to his heirs and assigns, forever. And the said part^{ies} of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said part^{ies} of the first part, and their heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same, shall and will WARRANT and by these presents forever DEFEND.

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

Signed, Sealed and Delivered in the Presence of

C. J. Lally

William Swenson

George G. Swenson (SEAL)

Sarah Swenson (SEAL)

(SEAL)

(SEAL)

STATE OF IDAHO

County of Blaine

On this 16 day of March, 1907, before me,

Thomas W. Roe a Notary Public in and for said County, personally appeared George G. Swenson

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same. And on this 16 day of March in the year 1907, before me, the officer above described, personally appeared Sarah Swenson known to me to be the person whose name is subscribed to the within instrument, described as a married woman; and upon an examination without the hearing of her husband, I made her acquainted with the contents of the instrument, and thereupon she acknowledged to me that she executed the same, and that she does not wish to retract such execution.

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

My commission expires 4-19 1909

Thomas W. Roe
Notary Public

Filed for Record the 20 day of March, A. D. 1907, at 3 o'clock P.M.

By H. J. Evans
Ex-Officio Recorder.
Deputy.

Instrument No. 51740 ✓

THIS INDENTURE, Made this 9th day of March in the year of our Lord one thousand nine hundred and twenty-nine between Fred Peck and Elizabeth Peck, husband and wife,

of Malad County of Oneida State of Idaho the parties of the first part, and

of Holbrook County of Oneida State of Idaho the party of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of

Thirty-eight Hundred Seventy-eight & 55/100 Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all the following described real estate situated Holbrook in Oneida County, State of Idaho.

to-wit: The East Half of the Northwest Quarter and the East Half of the Southwest Quarter of Section Thirty-two (32) in Township Fourteen (14), South of Range Thirty-three (33) East of the Boise Meridian, in Idaho.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estates, right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part.

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

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

Signed, Sealed and Delivered in the presence of

D. W. Thomas

Fred. Peck

(SEAL)

Elizabeth Peck

(SEAL)

(SEAL)

(SEAL)

STATE OF Idaho, } ss.
County of Oneida

On this 9th day of March in the year 1929 before me.

D. W. Thomas a Notary Public

in and for said County, personally appeared

Fred Peck and Elizabeth Peck, husband and wife

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

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

(SEAL)

Commission Expire

D. W. Thomas.

Notary Public, Residing at Malad, Idaho.

Filed for record this 4th day of January

A. D. 1935 at 10:30 o'clock A. M.

D. P. Jones, Jr.

Ex-Officio Recorder.

By L. L. Peck

Deputy.

COMPARSED

Instrument No. 52920

THIS INDENTURE, Made this First day of April in the year of our Lord one thousand nine hundred and Thirty-Four between J. E. McIntire & Eula McIntire, husband and wife,

of Ogden County of Weber State of Utah the part 1/2 of the first part, and
 of Holbrook County of Oneida State of Idaho the part 1/2 of the second part.

WITNESSETH: That the said part 1/2 of the first part, for and in consideration of the sum of

Four Thousand Dollars, lawful money of the United States of America, to them in hand paid by the said part 1/2 of the second part, the receipt whereof is hereby acknowledged, he ^{ve} granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said part 1/2 of the second part, and to his heirs and assigns forever, all the following described real estate situated Holbrook in Oneida County, State of Idaho.

to-wit: The North half of Section Five (5) in Township 15 South of Range 23 East of the Boise Meridian, in Idaho, together with the tenements, hereditaments, rights, privileges and appurtenances, now or hereafter belonging to or used in connection with the above described premises.

(4.00 Documentary stamps duly attached and cancelled.)

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estates, right, title and interest in and to the said property, as well in law as in equity, of the said part 1/2 of the first part.

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

IN WITNESS WHEREOF, The said part 1/2 of the first part has hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

L. W. Thomas

J. E. McIntire

(SEAL)

Eula McIntire

(SEAL)

(SEAL)

(SEAL)

STATE OF Idaho, }
 County of Oneida, } ss.

On this First day of April in the year 1934 before me,

D. W. Thomas

Notary Public

in and for said County, personally appeared

J. E. McIntire and Eula McIntire, husband and wife,

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

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

(SEAL)
 Commission Expires

D. W. Thomas
 Notary Public in and for the State of Idaho,
 residing at Holbrook, Oneida County therein.

Filed for record this 12th day of Oct.
 At request of E. E. Ray.

A.D. 1935 at 10:00 o'clock A. M.

D. E. Jones, Jr.
 Ex-Officio Recorder.

By Deputy.

COMPARED

THIS INDENTURE, Made this 27th day of December in the year of our Lord one thousand nine hundred and thirty-five between

Robert Sweeten, widower
of Hobbrook County of Oneida State of Idaho the party of the first part, and
Colon H. Sweeten
of Holbrook County of Oneida State of Idaho the party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of One Dollar

Actual Consideration Dollars, lawful money of the United States of America, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all the following described real estate situated in Oneida County, State of Idaho, to-wit:

✓ The West-half of the West-half of Section 32, Township 14 South Range 33 East, Boise Meridian.

✓ Also Lots 1 and 2 in block 1 of the Townsite of Holbrook, Idaho, as shown on the plat thereof on file in the office of the County recorder of Oneida County, Idaho, situate in NW 1/4 Section 31 Twp. 14 S.R. 33 E.B.M.

3.00 U.S.R. Stamp attached & duly cancelled Nov 27-1936
D.P. Jones Jr. Co. Recorder
By D.P. Jones Jr.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estates, right, title and interest in and to the said property, as well in law as in equity, of the said party of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever. And the said party of the first part, and his heirs, the said premises in a quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said party of the first part, and his heirs and against all and every person and persons whomsoever lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

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

Signed, Sealed and Delivered in the presence of

Albert Barlow

Chloe S. Garn

Robert Sweeten

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Utah
STATE OF ~~Utah~~
Salt Lake } ss.
County of ~~Utah~~

On this 7th, day of January in the year 1936 before me,

D.M. Draper

Notary Public
Robert Sweeten

in and for said County, personally appeared

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

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

(SEAL)
Commission Expires

D.M. Draper
Notary Public in and for the State
of Utah, residing at Salt Lake City, Ut.

Filed for record this 23rd, day of April A.D. 1936 at 10-00 o'clock A.M.

D.P. Jones Jr.

Ex-Officio Recorder.

By

Deputy.

THIS INDENTURE, made the Eighth day of April, in the year of our Lord one thousand nine hundred and twenty-nine between Robert Sweeten, the party of the first part, and C.H. Sweeten, party of the second part, witnesseth:

That the said party of the first part, for and in consideration of the sum of \$3375.00 lawful money of the United States of America, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey and confirm, unto the said party of the second part, and to his heirs and assigns forever, all that certain lot, piece or parcel of land, situate, lying and being in the County of Oneida, State of Idaho, and bounded and particularly described as follows, to-wit:

West 1/2 of the West 1/2 of Section 32 Township 14 South, Range 33 E.B.M.

Together with the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining; and also all his estate, right, title and interest, at law and in equity therein or thereto.

To Have and to Hold the same to the said C.H. Sweeten, his heirs and assigns forever; and the said first party does hereby covenant with the said C.H. Sweeten and his legal representatives, that the said real estate is free from all encumbrances and that the said Robert Sweeten party of the first part will and his heirs, executors and administrators shall Warrant and Defend the same to the said C.H. Sweeten, his heirs and assigns forever against the just and lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first, above written.

/s/ Robert Sweeten

SIGNED, SEALED and DELIVERED in the presence of

/s/ Alberta S. Barlow
/s/ Chloe L. Garn

COUNTY OF SALE LAKE,)
STATE OF UTAH) ss.

On this 8th day of April, 1929, before me, a Notary Public, personally appeared Robert Sweeten, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

/s/ Clarence L. Gardiner

SUBSCRIBED AND SWORN to before me this 8th day of April, 1929.

(Seal) /s/ Clarence L. Gardiner
Notary Public

Filed April 1, 1954 at 9:00 A.M. at
request of C. H. Sweeten Sr.
John H. McAllister, Recorder
by Cleon Williams, Deputy

COMPARED

Instrument No. 748384

WARRANTY DEED

THIS IDENTURE, Made this Fifteenth day of September, in the year of our Lord one thousand nine hundred and Thirty-four, between L.L. Peck and his wife, Bertha Peck, Ralph F. Peck and his wife, Dorothy Peck, Julia Peck Thomas and her husband, Seth Thomas of Malad, County of Oneida, State of Idaho, the parties of the first part, and Colen H. Sweeten

of Holbrook, County of Oneida, State of Idaho, the parties of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations DOLLARS, lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, and to their heirs and assigns forever, all of the following described real estate, situate in Holbrook, County of Oneida, State of Idaho, to-wit:

The East Half of the Northwest Quarter and the East Half of the Southwest Quarter of Section Thirty-two (32) in Township Fourteen (14), South of Range Thirty-three (33) East of the Boise Meridian, in Idaho

TOGETHER, With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part.

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

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

Signed, Sealed and Delivered in the Presence of

/s/ D. W. Thomas

/s/ L. L. Peck

/s/ Bertha B. Peck (SEAL)

/s/ Ralph F. Peck (SEAL)

/s/ Dorothy Peck (SEAL)

/s/ Julia Peck Thomas (SEAL)

/s/ Seth Thomas (SEAL)

STATE OF IDAHO,

COUNTY OF Oneida

} ss.

On this 15th day of September in the year 1934, before me, D.W. Thomas a Notary Public in and for said State, personally appeared L.L. Peck & Bertha B. Peck, husband and wife, Ralph F. Peck & Dorothy Peck, husband and wife, Julia Peck Thomas & Seth Thomas, wife & husband known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(Seal) /s/ D.W. Thomas

Notary Public for the State of Idaho, residing at

Malad, Oneida County, Idaho.
County therein.

STATE OF IDAHO,

COUNTY OF ONEIDA,

} ss.

Filed for record this 16th day of June

John H. McAllister

Ex-Officio Recorder.

A.D. 19 54, at 4:20 o'clock P. M.

Cleon Williams

Deputy.

COMPARED

DEED RECORD No. 22

Instrument Number 62435 ✓

REDEMPTION DEED

THIS INDENTURE, Made this ninth day of September, 1941, between Oneida County, State of Idaho, herein called the "county," by Lurline A. James, County Treasurer and ex-Officio Tax Collector thereof, and C.H. Sweeten of Holbrook, County of Oneida, State of Idaho, herein called the "redemptionner," WITNESSETH:

In consideration of the sum of One Hundred eight eight and 86/100----- DOLLARS (\$ 188.86) lawful money of the United States, by the redemptionner paid, the county acknowledges receipt in full on account of taxes for the years 1936, 1937, 1938, 1939, 1940 heretofore levied and accrued upon the property hereinafter described, as more particularly shown on the attached "Schedule A," and does hereby quitclaim and reconvey to the redemptionner

his heirs, executors, administrators, successors, and assigns, all right, title, and interest acquired by the county under and by virtue of any tax deed, tax sale, or delinquency entry on account of delinquent taxes for any of the years listed as redeemed in said Schedule A in and to the following described property, together with its appurtenances, in Oneida County, State of Idaho, to-wit:

South East Quarter of Section four (SE $\frac{1}{4}$) Sec 4; North half of the north East Quarter (NE $\frac{1}{2}$) Section nine, all in Township 15 S. Range 33 E.B.M.

IN WITNESS WHEREOF, The undersigned, the duly authorized County Treasurer and ex-Officio Tax Collector of said County, on its behalf, has hereunto set her hand and affixed the seal of her office, at Malad City, in said county, the day and year first above written.

(Seal) Lurline A. James
County Treasurer and ex-Officio Tax Collector for
Oneida County, State of Idaho.

STATE OF IDAHO,
COUNTY OF Oneida } ss.

On this ninth day of September, A.D. 1941, before me, John H. McAllister, a Clerk of the District Court in and for said County of Oneida, in the State of Idaho, personally appeared Lurline A. James, known to me to be the County Treasurer and ex-Officio Tax Collector of said Oneida County, and who executed the within instrument as such, and acknowledged to me that she executed the same as such officer.

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

(Seal) John H. McAllister
Clerk of the District Court

SCHEDULE A

Malad City, Idaho, September, 9th, 1941

RECEIVED OF C.H. Sweeten
for redemption of taxes on property described in within redemption deed:

(Redemption Statute: Sec. 61-1028 I.C.A., as am. 75 S.L., Ch. 191; partial redemption; Sec. 61-1024 I.C.A.; penalty, interest, and initial interest date; Sec. 61-1002 I.C.A., as am. 75 S.L., Ch. 10, Sec. 1; delinquency entry date; Sec. 61-1009 I.C.A.; effect of redemption deed; Sec. 61-1023 I.C.A.)

Tax Receipt No.

	Amount
Taxes for 1930.....	\$
Penalty 2%.....	\$
Interest from Jan. 14, 1935, at 8% per annum.....	\$
(75 S.L., Ch. 141, Sec. 18.)	

Tax Receipt No.

Amount

Taxes for 1931.....	\$	
Penalty 2%.....	\$	
Interest from Jan. 14, 1935, at 8% per annum.....	\$	\$
(797 S.L., Ch. 141, Sec. 18.)		
Taxes for 1932.....	\$	
Penalty 2%.....	\$	
Interest from Jan. 14, 1935, at 8% per annum.....	\$	\$
(797 S.L., Ch. 141, Sec. 18.)		
Taxes for 1933.....	\$	
Penalty 2%.....	\$	
Interest from Jan. 14, 1935, at 8% per annum.....	\$	\$
(See reference under 1932.)		
Taxes for 1934.....	\$	
Penalty 2%.....	\$	
Interest from Jan. 14, 1935, at 8% per annum.....	\$	\$
(See reference under 1932.)		
Taxes for 1935.....	\$	
Penalty 2%.....	\$	
Interest from Jan. 6, 1936, at 8% per annum.....	\$	\$
(Sec. 61-1017, as am. '39 S.L., Ch. 10, Sec. 2.)		
Taxes for 1936.....	\$	37.59
Penalty 2%.....	\$	.76
Interest from Jan. 4, 1937, at 8% per annum.....	\$	\$ 38.35
(Sec. 61-1017, as am. '39 S.L., Ch. 6, Sec. 2.)		
Taxes for 1937.....	\$	42.89
Penalty 2%.....	\$	.85
Interest from Jan. 3, 1938, at 4% per annum if redemption made on or before Jan. 3, 1942.....	\$	
(Sec. 61-1014, as am. '39 S.L., Ch. 9, Sec. 2, and Sec. 61-1015, as am. '39 S.L., Ch. 9, Sec. 2.)		
At 8% per annum if redemption made after Jan. 3, 1942.....	\$	\$ 43.74
(Sec. 61-1017, as am. '39 S.L., Ch. 9, Sec. 2.)		
Taxes for 1938.....	\$	28.74
Penalty 2%.....	\$	.51
Interest from Jan. 2, 1939, at 8% per annum.....	\$	\$ 35.51
(Sec. 61-1017, as am. '39 S.L., Ch. 10, Sec. 2.)		
Taxes for 1939.....	\$	31.43
Penalty 2%.....	\$	.63
Interest from Jan. 1, 1940, at 8% per annum.....	\$	\$ 38.62
(See reference under 1938.)		
Taxes for 1940.....	\$	30.40
Penalty 2%.....	\$	.60
Interest from Jan. 6, 1941, at 8% per annum.....	\$	\$ 32.64
(See reference under 1938.)		
Taxes for 1941.....	\$	
Penalty 2%.....	\$	
Interest from Jan. 5, 1942, at 8% per annum.....	\$	\$
(See reference under 1938.)		
Costs:		
.....	\$	
.....	\$	
.....	\$	
.....	\$	
TOTAL PAID ON REDEMPTION.....	\$	\$ 188.86

(Seal) Marline A. James
Treasurer and ex-Officio Tax Collector for Oneida
County, Idaho.

STATE OF IDAHO,
COUNTY OF Oneida
Colen H. Sweeten
day of January

I hereby certify that this instrument was filed for record at the request of
at 15 minutes past 9 o'clock A. M., this 30
A. D. 19 42, in my office and duly recorded in Book 22 of deeds at page 288

John H. McAllister
Recorder.

Fees, \$ 1.50

WARRANTY DEED

THIS INDENTURE, Made this 25th day of September, 1963, between COLEN H. SWEETEN and MARY C. SWEETEN, husband and wife, COLEN H. SWEETEN JR. and RUTH SWEETEN, husband and wife, GEORGE W. SWEETEN and JEAN SWEETEN, husband and wife, ELBERT J. SWEETEN and MARGARET SWEETEN, husband and wife, CECIL SWEETEN and ARLIS SWEETEN, husband and wife, OWEN R. SWEETEN and MARY H. SWEETEN, husband and wife, LLOYD R. SWEETEN and ELIZABETH S. SWEETEN, husband and wife, GARTH G. SWEETEN, a single person, of Oneida County, Idaho, the parties of the first part, and C. H. SWEETEN & SONS, INCORPORATED, a Corporation, organized and existing under the laws of the State of Idaho, of Malad City, Idaho, the parties of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of \$175,000.00 (one hundred seventy five thousand) dollars, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell convey and confirm unto the said parties of the second part, and to its successors and assigns forever, all the following described real estate, situated in the county of Oneida, State of Idaho, to-wit:

Tract 1: The South Half of the Southeast Quarter of Section 19: and the Northeast Quarter of Section 30: all in Township 14 South, Range 33 East of the Boise Meridian.

All of Section 4 and 5 and the North Half of the Northeast Quarter of Section 9, Township 15 South, Range 33 East of the Boise Meridian.

Tract 2: The West Half of Section 32, Township 14 South, Range 33 East of the Boise Meridian.

TOGETHER, with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Subject to mortgage dated September 17, 1958, for the original sum of \$78,000.00 in favor of The Federal Land Bank of Spokane, and recorded in Book 18 of Mortgages page 369: also, subject to that certain mortgage dated January 8, 1959, for the original sum of \$11,200.00 in favor of the United States of America, acting through the Administrator of the Farmers Home Administration.

TO HAVE AND TO HOLD, All and singular The above mentioned and described premises, together with the appurtenances, unto the parties of the second part, and to its successors and assigns forever.

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

Colen H. Sweeten

Mary C. Sweeten

Colen H. Sweeten Jr.

Ruth G. Sweeten

George W. Sweeten

Jean K. Sweeten

Elbert J. Sweeten

Margaret B. Sweeten

Lloyd R. Sweeten

Beth S. Sweeten

Owen R. Sweeten

Mary H. Sweeten

Cecil C. Sweeten

Arlis J. Sweeten

Garth G. Sweeten

\$192.50 Documentary Stamps Attached and Canceled

State of Idaho
County of Oneida, ss

On this 25th day of September, 1963, before me E. L. Scott, a Notary Public and for said State, personally appeared Colen H. Sweeten, Mary C. Sweeten, Colen H. Sweeten Jr. Ruth Sweeten, George W. Sweeten, Jean Sweeten, Elbert J. Sweeten, Margaret Sweeten, Cecil Sweeten, Arlis Sweeten, Lloyd R. Sweeten, Elizabeth S. Sweeten, and Garth G. Sweeten known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

E. L. Scott

Notary Public for the State of Idaho
P.O. Address Malad, Idaho

State of Utah
County of Salt Lake, ss

On this 30th day of September in the year 1963, before me the undersigned Notary Public and for said State, personally appeared Owen R. Sweeten and Mary H. Sweeten known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Richard G. Summison

Notary Public for the State of Utah
Residing at Salt Lake City, Utah
My Commission Expires 10/2/66

Recorded this 30th day of December 1963, at 3:45 P.M.

COMPARED

Colen H. Sweeten Jr., Recorder

Melba Jensen, Deputy

J. D. WILLIAMS
Attorney at Law
24 North State
P.O. Box 191
Preston, Idaho 83263
Telephone 208-852-2680

Microfilm No. **110940**
28 Day March 19 86
At 11:55 O'clock A M
J. D. Williams
Oneida Co. Recorder
Fee \$ 8.00 Deputy
Recorded at Request of
J. D. Williams

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO IN AND FOR THE COUNTY OF ONEIDA

THE FEDERAL LAND BANK OF SPOKANE,
a Corporation,

Plaintiff,

vs.

C. H. SWEETEN & SONS, INC., an
Idaho Corporation; GARTH G.
SWEETEN and DIANE B. SWEETEN,
Husband and Wife; UNITED STATES
OF AMERICA, acting through the
Small Business Administration;
FIRST SECURITY BANK OF UTAH, N.A.;
STEVE SWEETEN, a single man; and
FEDERAL LAND BANK ASSOCIATION OF
PRESTON, a Corporation,

Defendants.

CASE NO. 7-801

ORDER, JUDGMENT AND
DECREE OF FORECLOSURE

This cause came on to be heard by the Court on March 14, 1986, and the Court having considered the Motion for Summary Judgment, Affidavits, and pleadings filed herein and the Stipulations filed herein from Defendants, C. H. SWEETEN & SONS, INC., an Idaho Corporation, and GARTH G. SWEETEN and DIANE B. SWEETEN, Husband and Wife, and the UNITED STATES OF AMERICA, acting through the Small Business Administration, as well as the defaults previously entered against FIRST SECURITY BANK OF UTAH, N.A., STEVEN SWEETEN, a single man, and the FEDERAL LAND BANK ASSOCIATION OF PRESTON, a Corporation, and the Court having taken evidence regarding Plaintiff's claim and having concluded that Plaintiff is entitled to judgment,

ORDER, JUDGMENT AND DECREE OF FORECLOSURE

PAGE ONE

IT IS HEREBY ORDERED

That Judgment be entered in favor of Plaintiff as follows:

1. That Plaintiff, FEDERAL LAND BANK OF SPOKANE, does have a judgment against the Defendants, C. H. SWEETEN & SONS, INC., an Idaho Corporation, and GARTH G. SWEETEN and DIANE B. SWEETEN, Husband and Wife, in the amount of \$459,867.00 being the principal amount due less credit for the stock in the FEDERAL LAND BANK OF SPOKANE which is retired as prayed for in Paragraph Six (6) of Plaintiff's Complaint, together with attorney's fees in the amount of \$6,000.00, and costs and disbursements taxed by the Court herein in the amount of \$114.50 for a total sum of \$465,981.50 together with interest on the total sum at the legal rate of eighteen percent (18%) per annum from March 14, 1986, which aggregate sum is decreed to be established as valid, subsisting and prior lien on the following described property located in Oneida County, Idaho:

Township 14 South, Range 33 East of the Boise Meridian
Section 32: W1/2

Township 15 South, Range 33 East of the Boise Meridian
Section 4: All
Section 5: All
Section 9: N1/2NE1/4

Together with a 250 HP A.C. motor, Serial No. 51358989000, and a Johnston turbine pump, Serial No. TH 14745; and 13,160 feet of 12-inch through 6-inch buried PVC mainline; or any replacements thereof; all of which are hereby declared to be appurtenant thereto.

Together with any and all tenements, hereditaments, and appurtenances thereunto belonging or used in connection therewith.

Together with all water and water rights used upon or appurtenant to said lands, and however evidenced.

All situated in the County of Oneida, State of Idaho.

2. That all the mortgaged real property described in the complaint and above described be sold by the Sheriff of Oneida County, Idaho, in one parcel and in the manner prescribed by the laws of the State of Idaho and the practices of this Court, and that said Sheriff execute a Certificate of Sale to the purchaser or purchasers of the mortgaged property sold by the Sheriff and that the Sheriff out of the proceeds of the sale, retain his fee, disbursements and commission on said sale, and pay first to the Plaintiff or its attorney out of the said remaining proceeds the sum of \$465,981.50 together with interest thereon at the legal rate of eighteen percent (18%) per annum from the 14th day of March, 1986, to the date of payment, and the balance remaining, if any, to be paid according to further order of this Court.

3. That the Defendants and each of them and all persons claiming by, through or under any of them and all persons having liens subsequent to said mortgage of the Plaintiff's by mortgage, judgment, decree or otherwise, upon the premises described in the said mortgage and herein described, and their heirs or personal representatives and all persons claiming to have acquired any right, title, claim, estate or interest in or to said premises subsequent to the filing of this action, be forever barred and foreclosed of and from all rights of redemption other than as provided by law and claim of, in or to said premises and every part thereof from and after delivery of the said Sheriff's Certificate of Sale.

4. That the Plaintiff or any party to this action may become a purchaser of said property at said Sheriff's sale, and, if the Plaintiff becomes such purchaser, it shall be entitled to a credit on the amount bid at the sale of said property by the Sheriff up to the amount of judgment and costs and interest as set forth herein.

5. That the purchaser or purchasers of said mortgaged premises at said Sheriff's Sale be let into possession thereof and that said Defendants, or any of them, or any person claiming to have acquired any right, title, claim, estate or interest in or to said premises through the Defendants, if in possession of said premises or any part thereof, and any person or persons who, since the commencement of this action, have come into possession under them, deliver possession thereof to such purchaser or purchasers upon production of Sheriff's Certificate of Sale for said premises or any part thereof; that the purchaser or purchasers of said mortgaged premises at such sale from and after the time of such sale until the redemption of said premises shall have and receive of the tenant or tenants in possession the rents of said property and the whole thereof or the value of said use and occupancy thereof.

6. That the Defendants, unless their redemption rights are waived by agreement, shall have rights of redemption of the said described real property as provided by law for one (1) year from the date hereof, and in the event all redemption rights are waived by agreement or are not exercised within one (1) year from the date hereof, the Sheriff of Oneida County, Idaho, shall deliver a Sheriff's Deed to the premises to the purchaser or purchasers thereof.

DATED This 14 day of March, 1986.

County of Oneida }
County of Oneida }

I hereby certify that the foregoing is a true and correct copy of the original in the above entitled matter.

Witness my hand and the seal of said County on
26th day of March 1986

Clerk of the District Court

TS
District Judge

J. D. WILLIAMS
Attorney at Law
24 North State
P.O. Box 191
Preston, Idaho 83263
Telephone 208-852-2680

Microfilm No. 111219
16 Day May 19 86
At 10:30 O'clock A.M.
Jay H. Stenderinger
Oneida Co. Recorder
Fee \$ 6.00 Deputy
Recorded at Request of
J.D. Williams

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO IN AND FOR THE COUNTY OF ONEIDA

THE FEDERAL LAND BANK OF SPOKANE,
a Corporation,

Plaintiff,

vs.

C. H. SWEETEN & SONS, INC., an
Idaho Corporation; GARTH S.
SWEETEN and DIANE B. SWEETEN,
Husband and Wife; UNITED STATES
OF AMERICA, acting through the
Small Business Administration;
FIRST SECURITY BANK OF UTAH, N.A.;
STEVE SWEETEN, a single man; and
FEDERAL LAND BANK ASSOCIATION OF
PRESTON, a Corporation,

Defendants.

CASE NO. 7-801

CERTIFICATE OF SALE

Under and by virtue of a Judgment and Decree of Fore-
closure issued in the above-entitled Court in said action on the
14th day of March 1986, and under the authority of an Order of
Sale thereon duly issued out of said Court, attested on the 31st
day of March 1986, and to me, the undersigned, directed and
delivered, as Sheriff of Oneida County, Idaho, whereby I was
commanded to sell the property in said decree, and hereinafter

CERTIFICATE OF SALE

PAGE ONE

desc
sat
\$46
dec
her
desc
day
not
One

for
and
One
fol
Tow

described according to law, and to apply the proceeds of sale in satisfaction of the judgment in said action, amounting to \$465,981.50 plus interest and costs as specified in said decree.

I, LEE PFEIFFER, Sheriff of Oneida County, Idaho, do hereby certify that I duly sold the said property hereinafter described on the 16th day of May, 1986, at 10:00 a.m. of said day, at public auction, according to law, after due and legal notice given, on the steps of the County Courthouse at Malad, Oneida County, Idaho to

FEDERAL LAND BANK OF SPOKANE, a Corporation
West 601 First Avenue, TAF-C4
Spokane, Washington 99220

for the sum of \$480,611.94, said party being the highest bidder and that sum the highest bid therefor.

That the said real property is situate in the County of Oneida, State of Idaho, and is particularly described as follows:

Township 14 South, Range 33 East of the Boise Meridian

Section 32: W1/2

Township 15 South, Range 33 East of the Boise Meridian

Section 4: All

Section 5: All

Section 9: N1/2NE1/4

Together with a 250 HP A.C. motor, Serial No. 51358989000, and a Johnston turbine pump, Serial No. TH 14745; and 13,160 feet of 12-inch through 6-inch buried PVC mainline; or any replacements thereof; all of which are hereby declared to be appurtenant thereto.

Together with any and all tenements, hereditaments, and appurtenances thereunto belonging or used in connection therewith.

Together with all water and water rights used upon or appurtenant to said land, and however evidenced.

CERTIFICATE OF SALE

PAGE TWO

par
whi
pro
16,

ST
Co

un
ap
wh
of
th

th

(

That said property was by order of the Court sold in one parcel; that the highest price bid therefor was \$480,611.94, which sum was the sole price paid for the same and that said property is subject to a right of redemption to and including May 16, 1987, unless waived prior to that time.

WITNESS My hand this 16th day of May, 1986.


LEE PFEIFFER
Sheriff of Oneida County, Idaho

STATE OF IDAHO }
County of Oneida }

On this 16th Day of May, 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared LEE PFEIFFER, known or identified to me to be the person whose name is subscribed to the within instrument as the Sheriff of Oneida County, Idaho, and acknowledged to me that he executed the same as such Sheriff of Oneida County, Idaho.

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


NOTARY PUBLIC for State of Idaho
Residing at Malad, Idaho
Commission Expires: 6/8/88

111903

SHERIFF'S DEED

THIS DEED made and entered into this 9th day of October, 1986, between LEE PFEIFFER, Sheriff of Oneida County, Idaho, by virtue of his office, of the first part, and THE FEDERAL LAND BANK OF SPOKANE, a corporation, West 601 First Avenue, TAF-C4, Spokane, Washington 99220, of the second part;

WHEREAS, in and by a judgment and decree made and entered on the 14th day of March, 1986, in and by the Sixth Judicial District Court of the State of Idaho, held in and for Oneida County, Idaho, in a suit then pending in said court, wherein THE FEDERAL LAND BANK OF SPOKANE, a corporation, was plaintiff, and C. H. SWEETEN & SONS, INC., an Idaho Corporation; GARTH G. SWEETEN and DIANE B. SWEETEN, husband and wife; UNITED STATES OF AMERICA, acting through the Small Business Administration; FIRST SECURITY BANK OF UTAH, N.A.; STEVE SWEETEN, a single man; and FEDERAL LAND BANK ASSOCIATION OF PRESTON, a corporation, were defendants, it was, among other things, ordered, adjudged and decreed that the mortgaged premises described in the complaint and decree in said action be sold at public auction by the Sheriff of Oneida County, Idaho, in the manner directed by law, a certified copy of which decree, with an Order of Sale thereon, was duly issued and delivered to said Sheriff, requiring him to make sale of said premises as therein directed;

AND WHEREAS, in obedience to said Decree and Order of Sale, and after due public notice given as required by law, the said Sheriff did, on the 16th day of May, 1986, at 10:00 a.m. of said day, did duly sell at public auction on the steps of the Oneida County Courthouse, Malad, Oneida County, Idaho, the premises in said decree and hereinafter described to The Federal Land Bank of Spokane, a corporation, for the sum of \$480,611.94, that being the highest and it being the highest and best bidder, which will more fully appear by reference to a Certificate of Sale given to said The Federal Land Bank of Spokane, a corporation, by the said Sheriff, bearing date the 16th

day of May, 1986, by virtue of which purchase and certificate the said Federal Land Bank of Spokane, a corporation, has become entitled to a deed for the said premises from the said Sheriff, because all rights of redemption have been waived and there is no reason why the Sheriff's Deed should not be issued at this time.

NOW, THEREFORE, I, LEE PFEIFFER, Sheriff of Oneida County, Idaho, by virtue of my office, and by force of the statute in such case made and provided, for and in consideration of \$480,611.94 in hand paid to me by The Federal Land Bank of Spokane, a corporation, have granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto The Federal Land Bank of Spokane, a corporation, and to its successors and assigns forever all the real property situate in the County of Oneida, State of Idaho, described as follows, to-wit:

Township 14 South, Range 33 East of the Boise Meridian
Section 32: W1/2

Township 15 South, Range 33 East of the Boise Meridian
Section 4: All
Section 5: All
Section 9: N1/2NE1/4

Together with a 250 HP A.C. motor, Serial No. 51358989000, and a Johnston turbine pump, Serial No. TH 14745; and 13,160 feet of 12-inch through 6-inch buried PVC mainline; or any replacements thereof; all of which are hereby declared to be appurtenant thereto.

Together with any and all tenements, hereditaments, and appurtenances thereunto belonging or used in connection therewith.

Together with all water and water rights used upon or appurtenant to said lands, and however evidenced.

All situated in the County of Oneida, State of Idaho.

TO HAVE AND TO HOLD, the above described premises with the appurtenances unto said grantee and assigns forever.

IN WITNESS WHEREOF, said grantor as Sheriff aforesaid, doth hereunto set his hand the day and year first above written.

Lee Pfeiffer
LEE PFEIFFER
Sheriff of Oneida County, Idaho

STATE OF IDAHO)
)
County of Oneida)

On this 2nd day of Sept, 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared LEE PFEIFFER, known or identified to me to be the person whose name is subscribed to the within instrument as Sheriff of Oneida County, Idaho, and acknowledged to me that he executed the same as such Sheriff of Oneida County, Idaho.

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

[Signature]
NOTARY PUBLIC for State of Idaho
Residing at: Boise
Comm Expires: 8/18/88

Microfilm No. 111903
16 Day Oct to 86
At 4:15 O'clock P
Joyce D. Anderson
Oneida Co. Recorder
Fee 6.00
Recorded at Request
E. L. Scott

Exhibit "A"

J. D. WILLIAMS
Attorney at Law
24 North State
P.O. Box 191
Preston, Idaho 83263
Telephone 208-852-2680

Microfilm No. 111904

16 Day Oct 19 86

At 4:30 O'clock P M

James H. Hildebrand
Clerk of the Court

Fee \$ 8.00 Deputy

Recorded at Boise of

E. J. Smith

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO IN AND FOR THE COUNTY OF ONEIDA

THE FEDERAL LAND BANK OF SPOKANE,
a Corporation,

Plaintiff,

vs.

C. H. SWEETEN & SONS, INC., an
Idaho Corporation; GARTH G.
SWEETEN and DIANE B. SWEETEN,
Husband and Wife; UNITED STATES
OF AMERICA, acting through the
Small Business Administration;
FIRST SECURITY BANK OF UTAH, N.A.;
STEVE SWEETEN, a single man; and
FEDERAL LAND BANK ASSOCIATION OF
PRESTON, a Corporation,

Defendants.

CASE NO. 3755

WAIVER OF RIGHT
OF REDEMPTION

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned on behalf of C. H. SWEETEN & SONS, INC., an Idaho Corporation, GARTH G. SWEETEN and DIANE B. SWEETEN, Husband and Wife; and STEVE SWEETEN, a single man, Defendants in the above entitled matter, hereby waive, quitclaim and deed to THE FEDERAL LAND BANK OF SPOKANE any and all redemption rights which it may have under Idaho law to the following described real property:

Township 14 South, Range 33 East of the Boise Meridian
Section 32: W1/2

Township 15 South, Range 33 East of the Boise Meridian
Section 4: All
Section 5: All
Section 9: N1/2NE1/4

Together with a 250 HP A.C. motor, Serial No. 51358989000, and a Johnston turbine pump, Serial No. TH 14745; and 13,160 feet of 12-inch through 6-inch buried PVC mainline; or any replacements thereof; all of which are hereby declared to be appurtenant thereto.

Together with any and all tenements, hereditaments, and appurtenances thereunto belonging or used in connection therewith.

Together with all water and water rights used upon or appurtenant to said lands, and however evidenced.

All situated in the County of Oneida, State of Idaho.

This waiver is made with full knowledge that the above-named Plaintiff obtained a decree of foreclosure against the Defendants, including C. H. SWEETEN & SONS, INC., an Idaho Corporation, GARTH G. SWEETEN and DIANE B. SWEETEN, Husband and Wife; and STEVE SWEETEN, a single man, and that the foreclosure sale of the above described property was held on May 16, 1986, wherein said Plaintiff purchased the above described property for the sum of \$480,611.94 and that the undersigned has a right of redemption of said property (which is being waived hereby) for one (1) year therefrom until May 16, 1987.

The undersigned on behalf of C. H. SWEETEN & SONS, INC. certify that all the shareholders of said Corporation are in agreement with this Waiver of Rights of Redemption and that the Corporation has adopted a resolution approving waiver of all rights of redemption in the above described property.

DATED This 10th day of June, 1986.

C. H. SWEETEN & SONS, INC.

By Garth G. Sweeten
GARTH G. SWEETEN, President

Garth G. Sweeten
GARTH G. SWEETEN

By Diane B. Sweeten
DIANE B. SWEETEN, Secretary

Diane B. Sweeten
DIANE B. SWEETEN

Steve Sweeten
STEVE SWEETEN

STATE OF IDAHO
County of Oneida

On this 10th day of June, 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared GARTH G. SWEETEN and DIANE B. SWEETEN, known or identified to me to be the President and Secretary, respectively, of the corporation that executed the instrument or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Wendy C. Thomas
NOTARY PUBLIC for State of Idaho
Residing at: Malad, Idaho
Comm. Expires: 6-8-88

STATE OF IDAHO
County of Oneida

On this 10th day of June, 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared GARTH S. SWEETEN, DIANE B. SWEETEN and STEVEN SWEETEN, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Wendy C. Thomas
NOTARY PUBLIC for State of Idaho
Residing at: Malad, Idaho
Comm. Expires: 6-8-88

CORPORATE RESOLUTION
OF
C. H. SWEETEN & SONS, INC.

WHEREAS, The Federal Land Bank of Spokane has foreclosed its mortgage and purchased the farm real property at the Sheriff's Sale, and the Corporation and The Federal Land Bank of Spokane has previously entered into a stipulation regarding waiver of redemption rights and the shareholders and officers of the Corporation having no objections to waiving and granting to The Federal Land Bank of Spokane all of the Corporation's redemption rights,

IT IS HEREBY RESOLVED AS FOLLOWS:

The President and Secretary are authorized to execute and deliver to The Federal Land Bank of Spokane a Waiver of Right of Redemption, a copy of which is attached hereto as Exhibit "A".

DATED This 16th day of June, 1986.

C. H. SWEETEN & SONS, INC.

By Garth G. Sweeten
GARTH G. SWEETEN, President

By Diane B. Sweeten
DIANE B. SWEETEN, Secretary

Microfilm No. 113143

19 Day August 19 87

At 4:00 O'clock P.M.

James N. Dehnbach
Oneida Co. Recorder

Fee \$ 53.00

Recorded at Request of D. Russell Wright Deputy

WATER RIGHTS AGREEMENT

AGREEMENT made this 9th day of June, 1987, between MARY J. HUBBARD, DON and DIXIE HUBBARD, DAVID and JESSIE HUBBARD, WILLIAM and GAYLENE WILLIE, WELLS and MARSHA WILLIE, CURLEW DEVELOPMENT, INC., W.L. BAKER CO., INC., C.H. SWEETEN & SONS, INC., and WILLIAM H. BAKER, all of Oneida County, Idaho, herein referred to as Junior Appropriators, and DEEMORE CANAL CO., LTD. of Stone, Oneida County, Idaho, herein referred to as Senior Appropriator.

The parties recite and declare:

WHEREAS, the Junior Appropriators are owners of certain real property located in Sections 29, 30, 31 and 32 of Township 14 S., R. 33 E.B.M.; Section 8 of Township 15 S., R. 33 E.B.M.; Sections 1, 12 and 13 of Township 15 S., R. 32 E.B.M., which is riparian on Deep Creek in Oneida County, Idaho;

WHEREAS, certain spring waters are flowing down the natural channel of Deep Creek in all of the sections of real property described in the preceding paragraph;

WHEREAS, the Senior Appropriator claims prior rights to the spring waters flowing down Deep Creek through the sections of real property described in the preceding two paragraphs; such prior rights being evidenced by: (1) a court decree issued by the District Court of the Fifth Judicial District, State of Idaho, County of Oneida, on the 15th day of December, 1914 in the case of Curlew Irrigation and Reservoir Company, v. Pratt Irrigation Co., Limited, and (2) an Application for Permit filed with the State of Idaho Department of Water Resources on July 11, 1984;

WHEREAS, the Junior Appropriators have filed applications for permits, subsequent in time to the Senior Appropriator's application, to the spring waters flowing in the natural channel of Deep Creek through the sections of real property they own and which have been previously described in this Agreement;

WHEREAS, the amount of water filed on by the Senior Appropriator, pertaining to the spring waters flowing down Deep Creek through the real property of the Junior Appropriators is 12 cubic feet per second (cfs);

WHEREAS, the amount of water filed on by all the Junior Appropriators combined, pertaining to the spring waters flowing down Deep Creek through their real property, is 29.19 cubic feet per second (cfs);

WHEREAS, certain water measurement evidence shows that approximately 20 to 22 cfs of water is emanating from the origin of the spring waters and is flowing down the natural channel of Deep Creek through the real property of the Junior Appropriators;

WHEREAS, there is clearly not enough volume of water from such spring waters to fulfill all the applications for permits of the Senior Appropriator and Junior Appropriators;

WHEREAS, the Senior Appropriator filed protests against the applications for permit of the Junior Appropriators and several of the Junior Appropriators filed protests or intervened against the Senior Appropriator's application for permit;

WHEREAS, a hearing was held on the 12th day of May, 1987 before Mr. Bob Fleenor, Hearing Officer of the State of Idaho Department of Water Resources in the Oneida County Courthouse, to consider the applications for permit of the Senior Appropriator and the Junior Appropriators and all protests and intervention to such;

WHEREAS, the Senior Appropriator presented evidence to support its Application for Permit at the aforescribed hearing and after presentation of such evidence, the Junior Appropriators approached the Senior Appropriator concerning a compromise relating to the Application for Permit of the Senior Appropriator, the applications for permit of the Junior Appropriators, and all of the protests and intervention filed against such applications for permit;

WHEREAS, the Senior Appropriator and Junior Appropriators desire to settle their differences and the Junior Appropriators are willing to stipulate to and drop their protests against the Senior Appropriator's

Applica
Deep C
certain
protest
conditi

promise
agree:

interven
filed wi
cfs of w
Deep C
29, 30,
15 S.,
E.B.10.,

prior r
Paragra
to flow
with the
water.

Appropri
Appropri
that Se
12 cfs
between
Townshi
the pro

of the
diversi

WATER

Application for Permit for 12 cfs of water from the spring waters flowing in Deep Creek through the real property of the Junior Appropriators upon certain specified conditions and the Senior Appropriator is willing to drop his protests against the Junior Appropriators' applications upon certain specified conditions;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Junior Appropriators and Senior Appropriator agree:

1. Junior Appropriators agree to drop their protests and intervention against Senior Appropriator's Application for Permit which was filed with the Idaho Department of Water Resources on July 11, 1964, for 12 cfs of water from the spring waters which travel down the natural channel of Deep Creek through Junior Appropriators' real property located in Sections 29, 30, 31 and 32 of Township 14 S., R. 33 E.B.M.; Section 6 of Township 15 S., R. 33 E.B.M.; Sections 1, 12 and 13 of Township 15 S., R. 33 E.B.M., which is riparian on Deep Creek in Oneida County, Idaho.

2. Junior Appropriators agree that Senior Appropriator has prior rights to 12 cfs of water from the spring waters described in Paragraph 1. Junior Appropriators agree to allow at least 12 cfs of water to flow down the natural channel of Deep Creek and agree not to interfere with the Senior Appropriator's prior right to divert and use such volume of water.

3. Senior Appropriator agrees, that in consideration of Junior Appropriators' abandonment of their protests and intervention against Senior Appropriator's Application for Permit and Junior Appropriators' agreement that Senior Appropriator has prior rights to and may use the aforesaid 12 cfs of water, it will have such 12 cfs of water measured at a place located between the origin of the spring waters and Highway 27 in Section 29, Township 14 S., R. 33 E.B.M., Oneida County, Idaho, subject, however, to the provisions of Paragraph 4 of this Agreement.

4. Junior Appropriators agree that at any time after the date of the execution of this Agreement, if any of them place or construct a diversion structure, pumping facility, diking system, holding facility or

other structure, equipment, facility, system, contraption, obstruction, outlet or device in, across, or underneath the natural channel of Deep Creek located anywhere in Sections 29, 30, 31 and 32 of Township 14 S., R. 33 E.B.M.; Section 6 of Township 15 S., R. 33 E.B.M.; and/or Sections 1, 12 and 13 of Township 15 S., R. 32 E.B.M., in Oneida County, Idaho, then the Senior Appropriator's 12 cfs of water will be measured below the diversion structure, pumping facility, diking system, holding facility or any other structure, equipment, facility, system, contraption, obstruction, outlet or device located furthest downstream in, across or underneath the channel of Deep Creek, instead of the point of measurement outlined in Paragraph 3 of this Agreement.

5. Junior Appropriators and Senior Appropriator agree that the water to be measured, as described in Paragraph 3 or 4 of this Agreement, shall be measured by a device or devices to be mutually agreed upon in writing by Senior Appropriator and Junior Appropriators prior to its or their insertion into the Deep Creek channel.

6. Junior Appropriators and Senior Appropriator agree that all costs relating to the purchase and placement of the water measuring device to be installed as described in Paragraph 3 of this Agreement shall be paid one-half ($\frac{1}{2}$) by the Junior Appropriators and one-half ($\frac{1}{2}$) by the Senior Appropriator. Junior Appropriators agree that when other water measuring devices are placed in Deep Creek, pursuant to the requirements of Paragraph 4 of this Agreement, then the costs relating to the purchase and placement of such water measuring device or devices shall be paid by them.

7. Junior Appropriators and Senior Appropriator agree that any costs related to repairs to such water measuring device or devices which may become necessary, are to be shared by the parties, one-half ($\frac{1}{2}$) to be paid by Junior Appropriators and one-half ($\frac{1}{2}$) to be paid by Senior Appropriator.

8. If at any time after the execution of this Agreement, the entire volume of water emanating from the springs located in Section 29 of Township 14 S., R. 33 EBM and flowing down the natural channel of Deep Creek is less than 12 cfs at the Senior Appropriator's point of measurement,

as described in Paragraph 3 or 4 of this Agreement, the Junior Appropriators agree to allow such entire volume of spring water to flow down the natural channel of Deep Creek and agree not to interfere with Senior Appropriator's prior right to divert and use such entire volume of water.

9. Junior Appropriators agree and specifically grant Senior Appropriator rights of entry and access to the measuring device or devices described in Paragraph 5 of this Agreement, which device or devices will be located on Junior Appropriators' real property as described in Paragraph 1. Senior Appropriator agrees that while its representative or representatives are upon Junior Appropriators' real property checking the subject measuring device or devices, it will commit no waste or injury to such real property.

10. Junior Appropriators agree that at least sixty (60) days before any of them place or construct any diversion structure, pumping facility, diking system, holding facility or any other structure, equipment, facility, system, contraption, obstruction, outlet or device in, across or underneath the natural channel of Deep Creek as described in Paragraph 4 of this Agreement, such Junior Appropriator will notify in writing all other Junior Appropriators and the Senior Appropriator of his or her intention and plans.

11. Junior Appropriators agree that if any diversion structure, pumping facility, diking system, holding facility or any other structure, equipment, facility, system, contraption, obstruction, outlet or device placed or constructed in, across or underneath the natural channel of Deep Creek impedes or impairs Senior Appropriator's prior right to receive 12 cfs of water below the structure, equipment, facility, system, contraption, obstruction, outlet or other device located furthest downstream in, across or underneath the channel of Deep Creek, then such structure or structures shall be removed by the Junior Appropriators.

12. Junior Appropriators and Senior Appropriator agree that Senior Appropriator's prior right to divert and use 12 cfs of the spring waters flowing in the natural channel of Deep Creek as described in

Paragr
every

Junior
of wat
each y

and ri
29, 30
15 S.
E.B.M
purpo
of De

Appro
Appro
proper
killer
Senior
allevia
of wat

be re
locate
Parag

or im
Junio
equip
agree
invol

not
may

WAT

Paragraph 1 of this Agreement will be effective and be enforced each and every year from April 1 to October 31.

13. Junior Appropriators and Senior Appropriator agree that Junior Appropriators may use all or a portion of Senior Appropriator's 12 cfs of water described in Paragraph 12 only from November 1 to March 31 of each year.

14. Junior Appropriators grant Senior Appropriator free access and right-of-way over Junior Appropriators' real property located in Sections 29, 30, 31 and 32 of Township 14 S., R. 33 E.B.M.; Section 6 of Township 15 S., R. 33 E.B.M.; Sections 1, 12 and 13 of Township 15 S., R. 32 E.B.M., which is riparian on Deep Creek in Oneida County, Idaho, for the purpose of removing any and all obstructions or impediments from the channel of Deep Creek which are or may be impeding the flow of Senior Appropriator's 12 cfs of water. Junior Appropriators also grant Senior Appropriator free access and right of way over Junior Appropriators' real property as previously described in this Paragraph in order to place moss killer in the natural channel of Deep Creek if, in the discretion of the Senior Appropriator, it is necessary to place such solution in the waters to alleviate moss or other vegetative growth which may be impeding the flowage of water in the Deep Creek channel.

15. Junior Appropriators agree that Senior Appropriator will not be responsible for any maintenance on the natural channel of Deep Creek located on their real property, other than those activities outlined in Paragraph 14.

16. Senior Appropriator agrees that in removing any obstruction or impediment from the channel of Deep Creek, on any real property of the Junior Appropriators, that Senior Appropriator will use reasonable means and equipment in removing such obstruction or impediment. Senior Appropriator agrees not to commit waste upon Junior Appropriators' property when involved in such obstruction removal work.

17. Junior Appropriators agree that Senior Appropriator shall not in any way be liable for any damage or loss that Junior Appropriators may incur in consequence of any excessive or flood waters which may flow

down the natural channel of Deep Creek and upon the real property of Junior Appropriators as described in Paragraph 1 of this Agreement. Senior Appropriator agrees that Junior Appropriators shall not in any way be liable for any damage or loss that Senior Appropriator may incur in consequence of any excessive or flood waters which may flow down the natural channel of Deep Creek and upon the real property of Senior Appropriator.

18. Junior Appropriators and Senior Appropriator agree that for the purposes of carrying out the covenants of this Agreement; on or before the 1st day of February of each and every year, such parties shall employ a watermaster who shall be a resident of the Curlew Valley. In the event said parties shall be unable to agree upon a person for watermaster on or before the time aforesaid, then within ten days after the said first day of February the Junior Appropriators shall designate in writing to the Senior Appropriator the name of an arbitrator chosen by them, and the Senior Appropriator shall within ten days thereafter designate to the Junior Appropriators the name of an arbitrator chosen by it, and in case such arbitrators cannot agree upon a watermaster, they shall select a third, and a majority of said three arbitrators shall name a suitable person residing in the Curlew Valley to act as watermaster for one year from February 1st preceding. If either of the parties hereto neglects to designate the arbitrator to be chosen by them or it within the time aforesaid, then the other party shall have the right to designate the second arbitrator herein provided for and said arbitrator shall proceed as above-provided to select a watermaster. The duties of said watermaster shall be to measure the water delivered and to be delivered to the Senior Appropriator by the Junior Appropriators as aforesaid, and to control the diversion or diversions located on Deep Creek in Sections 29, 30, 31 and 32 of Township 14 S., R. 33 E.B.M.; Section 6 of Township 15 S., R. 33 E.B.M.; Sections 1, 12 and 13 of Township 15 S., R. 32 E.B.M., in Oneida County, Idaho, and cause the delivery and furnishing of the quantity of water specified in Paragraph 12 of this Agreement to the Senior Appropriator as will carry out the terms of this agreement.

If at any time a watermaster chosen by the agreement of the parties shall prove unsatisfactory to either of the parties hereto and said parties are unable to agree upon another, then such dissatisfied party (whether it be Junior Appropriators or Senior Appropriator) may designate the name of an arbitrator and within ten days thereafter the other party shall designate the name of another arbitrator, or failing to do so, the dissatisfied party may select such second arbitrator. If said arbitrators cannot agree upon a watermaster, they shall select a third, and a majority of said arbitrators shall select and designate some other person as watermaster and the person so chosen shall act thereafter for the remainder of the current year, that is until the 1st day of February following.

The watermaster, selected by the parties or by the arbitrators as above-specified, shall be paid a fixed amount of compensation for the irrigation year, as mutually agreed upon by the Senior Appropriator and Junior Appropriators. The compensation to be paid to the watermaster shall be apportioned among the parties to this Agreement as follows: The portion of water which each individual appropriator diverts during the irrigation year shall be compared to the total amount of water available from the spring waters described in Paragraph 1 of this Agreement. Each appropriator's proportionate or fractional share of the total water as determined by the above-described comparison, shall then be the proportionate or fractional amount such appropriator shall pay toward the total compensation due the watermaster.

19. Any notice required to be served in accordance with the terms of this Agreement shall be sent by registered or certified mail. Any notice required to be sent by the Junior Appropriators shall be sent to the Senior Appropriator at Delmore Canal Company, Ltd., c/o Lyle Steed, Stone, Idaho 83243; and any notice required to be sent by the Senior Appropriator to the Junior Appropriators shall be sent to: Don Hubbard, Holbrook Route, Malad, Idaho 83252.

20. Junior Appropriators agree that if, at any time after the execution of this Agreement, the natural channel of Deep Creek changes and places itself into different township and sections of real property not

previously specified in any preceding paragraphs of this Agreement, all rights, promises, covenants, rights of way and easements granted to Senior Appropriator by the preceding paragraphs of this Agreement shall also be granted to and inure to the benefit of the Senior Appropriator on and to any and all additional townships and sections of real property to which the channel of Deep Creek may move.

21. The terms, conditions, covenants, promises, rights, and easements described in this Agreement shall run with the land and shall be binding on and shall inure to the benefit of the parties, their heirs, executors, administrators, successors, and assigns.

22. No other understanding, whether oral or written, whether made prior to or contemporaneously with this Agreement shall be deemed to enlarge, limit, or otherwise affect the operation of this Agreement.

23. Senior Appropriator and Junior Appropriators further agree that this Agreement is given and accepted upon the express condition that it cannot in any manner be changed, altered, waived, or modified without the written consent of both Senior Appropriator and Junior Appropriators and no modification of this Agreement shall be binding upon the parties unless such written consent is obtained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above-written.

FOR THE SENIOR APPROPRIATOR: FOR THE JUNIOR APPROPRIATORS:

DELMORE CANAL CO., LTD.
Stone, ID 83280

By Russell Roe, PRES
Russell Roe, President

Mary J. Hubbard
Mary J. Hubbard
124 East 90 South 23 m & H
Malad, ID 83252

Don J. Hubbard
Don Hubbard
Holbrook Route
Malad, ID 83252

Dixie Hubbard
Dixie Hubbard
Holbrook Route
Malad, ID 83252

David Hubbard
David Hubbard
Holbrook Route
Malad, ID 83252

Jessie Hubbard
Jessie Hubbard
Holbrook Route
Malad, ID 83252

William Willie
William Willie, Box 136
Holbrook Route 83243
Malad, ID 83252

Gaylene Willie
Gaylene Willie P.O. Box 136
Holbrook Route Holbrook, Idaho 83243
Malad, ID 83252

Wells Willie
Wells Willie
Holbrook Route
Malad, ID 83252

Marsha P. Willie
Marsha Willie
Holbrook Route
Malad, ID 83252

CURLEW DEVELOPMENT, INC.
Holbrook, ID 83243

By David Bird
David Bird, President

W.L. BAKER CO., INC.
Star Route
Holbrook, ID 83243

By Jay L. Baker Vice Pres.
Jay L. Baker, Vice-President

C.H. SWEETEN & SONS, INC.
691 North 200 West
Malad, ID 83252

By Garth Sweeten, Pres.
Garth Sweeten, President

STATE OF
County of

Notary Public
RUSSELL F
Canal Co.,
who execute
to me that

my official

(SEAL)

STATE OF
County of

Notary Public
MARY J. F
is subscribed
executed to

my official

(SEAL)

WATER R

William H. Baker

William H. Baker
Rural Route
Holbrook, ID 83243

STATE OF IDAHO)
) SS
County of Oneida)

On this 9 day of June, 1987, before me, a Notary Public in and for said County and State, personally appeared RUSSELL ROE, known or identified to me to be the President of Delmore Canal Co., Ltd., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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.

D. Russell Wright
NOTARY PUBLIC for Idaho
Residing at Locatella
Commission expires April 29, 1991

(SEAL)
STATE OF IDAHO)
) SS
County of Oneida)

On this 9 day of June, 1987, before me, a Notary Public in and for said County and State, personally appeared MARY J. HUBBARD, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

D. Russell Wright
NOTARY PUBLIC for Idaho
Residing at Locatella
Commission expires April 29, 1991

(SEAL)

STAT

Coun

Notar

HUBB

me to

and a

my of

(SEAL)

STAT

Coun

Notar

HUBB

me to

and

my o

(SEAL)

WA

STATE OF IDAHO)
 : ss
County of Oneida)

On this 9 day of June, 1987, before me, a Notary Public in and for said County and State, personally appeared DON HUBBARD and DIXIE HUBBARD, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL)

D. Russell Wright
NOTARY PUBLIC for Idaho
Residing at Laatella
Commission expires April 29, 1991

STATE OF IDAHO)
 : ss
County of Oneida)

On this 12 day of June, 1987, before me, a Notary Public in and for said County and State, personally appeared DAVID HUBBARD and JESSIE HUBBARD, husband and wife, known or identified to me to be the person whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL)

D. Russell Wright
NOTARY PUBLIC for Idaho
Residing at Laatella
Commission expires April 29, 1991

STATE OF IDAHO)

County of Oneida)

ss

On this 9 day of June, 1987, before me, a Notary Public in and for said County and State, personally appeared WILLIAM WILLIE and GAYLENE WILLIE, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

D. Russell Wright
NOTARY PUBLIC for Idaho
Residing at Pocatello
Commission expires April 29, 1991

STATE OF IDAHO)

County of Oneida)

ss

On this 9 day of June, 1987, before me, a Notary Public in and for said County and State, personally appeared WELLS WILLIE and MARSHA WILLIE, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

D. Russell Wright
NOTARY PUBLIC for Idaho
Residing at Pocatello
Commission expires April 29, 1991

STATE OF IDAHO)

County of Oneida)

: ss

On this 9 day of June, 1987, before me, a Notary Public in and for said County and State, personally appeared DAVID BIRD, known or identified to me to be the President of Cur Development, Inc., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

(SEAL)

D. Russell Light
NOTARY PUBLIC for Idaho
Residing at Pocatello
Commission expires April 29, 1991

STATE OF IDAHO)

County of Oneida)

: ss

On this 9 day of June, 1987, before me, a Notary Public in and for said County and State, personally appeared JAY L. BAKER, known or identified to me to be the Vice-President of W.L. Baker Co., Inc., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

(SEAL)

D. Russell Light
NOTARY PUBLIC for Idaho
Residing at Pocatello
Commission expires April 29, 1991

STATE OF ~~IDAHO~~ UTAH)
 : ss
County of ~~ONEIDA~~ Cache)

On this 26th day of June, 1987, before me, a Notary Public in and for said County and State, personally appeared GARTH SWEETEN, known or identified to me to be the President of C.H. Sweeten & Sons, Inc., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

(SEAL)

Betty Davis
NOTARY PUBLIC for ~~Idaho~~ Utah
Residing at Logan, Utah
Commission expires Mar. 1, 1991

STATE OF IDAHO)
 : ss
County of Oneida)

On this 19 day of August, 1987, before me, a Notary Public in and for said County and State, personally appeared WILLIAM H. BAKER, 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.

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

(SEAL)

D. Russell Wright
NOTARY PUBLIC for Idaho
Residing at Locustville
Commission expires April 29, 1991

WARRANTY DEED

THIS INDENTURE, made this 25 day of FEBRUARY, 1999, between AgAMERICA, FCB, whose mailing address is P.O. Box 2515, Spokane, WA 99220, herein designated as Grantor, and NORTHWEST FARM CREDIT SERVICES, ACA, whose complete mailing address is P.O. Box 2515, Spokane, WA 99220 herein designated as Grantee:

Grantor, for valuable consideration, does by these presents, Grant, Bargain, Sell and Convey and Confirm unto Grantee and its successors and assigns forever, the following described premises located in the County of Oneida, State of Idaho, and bounded and more particularly described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND
BY THIS REFERENCE MADE A PART HEREOF

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

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs or assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except the rights of Brad R. Woolstenhulme and Cindy Woolstenhulme, husband and wife, as purchasers under a Contract of Sale dated April 14, 1987, and except any U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that the Grantor will warrant and defend the same from all claims whatsoever.

127353
09. March 99
11,950
Shirley Brundage
grw
Farm Credit Services

127053

IN WITNESS WHEREOF, the said Grantor has hereunto set hand and seal the day and year first above written.

AgAMERICA, FCB

By Brad Butters
Brad Butters
Its Authorized Agent

STATE OF IDAHO)
 ss
County of Bannock)

On this 25 day of February, 1999, before me, the undersigned Notary Public in and for said County and State, personally appeared Brad Butters, known or identified to me to be the authorized agent of AgAmerica, FCB, the corporation that executed the foregoing instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that he executed the same on behalf of said corporation.

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

(SEAL)

Ralph R. Kell
NOTARY PUBLIC for Idaho
Residing at: Boise, Idaho
Commission Expires: 9/16/99

147353

Township 14 South, Range 33 East of the Boise Meridian
Section 32: W1/2

Township 15 South, Range 33 East of the Boise Meridian
Section 4: ALL
Section 5: ALL
Section 9: N1/2NE1/4

Together with a 250 HP A.C. motor, Serial No. 51358989000, and a Johnston turbine pump, Serial No. TH 14745; and 15,800 feet of 12-inch through 6-inch buried PVC mainline; 2 miles of 4" wheel lines; or any replacements thereof; all of which are hereby declared to be appurtenant thereto.

Together with any and all tenements, hereditaments, and appurtenances thereunto belonging or used in connection therewith.

Together with all water and water rights used upon or appurtenant to said lands, and however evidenced.

All situated in the County of Owyhee, State of Idaho.



QUIT-CLAIM DEED

129050

THIS INDENTURE is made this 8th day of March, 2000 between NORTHWEST FARM CREDIT SERVICES, ACA whose mailing address is P.O. Box 2515, Spokane, WA 99220, herein designated as Grantor, and NORTHWEST FARM CREDIT SERVICES, FLCA, whose mailing address is P.O. Box 2515, Spokane, WA 99220, herein designated as Grantee:

Grantor, for valuable consideration, does by these presents, Demise, Release and forever Quit Claim unto Grantee and its successors or assigns forever, the following described premises in the County of Oneida, State of Idaho, bounded and more particularly described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

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

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the Grantee and to its successors or assigns forever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the day and year first above written.

NORTHWEST FARM CREDIT SERVICES, ACA

By Brad Butters
Brad Butters
Its Authorized Agent

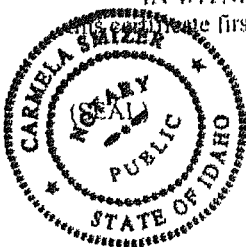
STATE OF IDAHO)

ss

County of Bonneville)

On this 8th day of March, 2000, before me, the undersigned Notary Public in and for said County and State, personally appeared Brad Butters, known or identified to me to be the authorized agent of Northwest Farm Credit Services, ACA, the corporation that executed the foregoing instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that he executed the same on behalf of said corporation.

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



Carmela Snider
NOTARY PUBLIC for Idaho
Residing at: Idaho Falls
Commission Expires: 8-1-2002

129030

14 March 2000

11:00

Shule Blawie

600

Sam Credit Service

EXHIBIT "A"

Township 14 South, Range 33 East of the Boise Meridian
Section 32: W1/2

Township 15 South, Range 33 East of the Boise Meridian
Section 4: ALL
Section 5: ALL
Section 9: N1/2NE1/4

Together with a 250 HP A.C. motor, Serial No. 51358989000, and a Johnston turbine pump, Serial No. TH 14745; and 13,160 feet of 12-inch through 6-inch buried PVC mainline; or any replacements thereof; all of which are hereby declared to be appurtenant thereto.

Together with any and all tenements, hereditaments, and appurtenances thereunto belonging or used in connection therewith.

Together with all water and water rights used upon or appurtenant to said lands, and however evidenced.

All situated in the County of Oneida, State of Idaho.

4-14-87 BB

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 8th day of March, 2000, between NORTHWEST FARM CREDIT SERVICES, FLCA of P.O. Box 2515, Spokane, WA 99220, hereinafter designated as Grantor, and BRAD R. WOOLSTENHULME and CINDY WOOLSTENHULME, husband and wife whose complete mailing address is 553 Adams, Montpelier, ID 83254, hereinafter designated as Grantee:

WITNESSETH:

That the said Grantor, for good and valuable consideration, to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these presents, Grant, Bargain, Sell and Convey and Confirm unto said Grantee, and to Grantee's heirs and/or assigns forever: All that certain lot, piece or parcel of land situate, lying and being in the County of Oneida, State of Idaho, bounded and more particularly described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS
REFERENCE MADE A PART HEREOF

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said Grantee, and to them forever. And the said Grantor does hereby covenant and agree to and with the said Grantee, that it has not made, done, committed, executed or suffered any act or acts, thing or things whatsoever, whereby or by means whereof the said premises or any part or parcel thereof now are, or at any time hereafter shall or may be impeached, charged, or encumbered in any manner or way whatsoever, PROVIDED HOWEVER, Grantor does not warrant or covenant with the Grantee with respect to the existence or nonexistence of any pollutants, contaminates, or hazardous waste prohibited by federal, state or local law, or claims based thereon arising out of the actual or threatened discharge, release disposal, seepage, migration or escape of such substances at, from or into the demised premises, and PROVIDED FURTHER, Grantor does not warrant or covenant with respect to any lien or encumbrance revived or placed on the demised premises by, through or under the Grantee or any other encumbrance or defect which the Grantee has assumed by reason of the terms and conditions of that certain Contract of Sale of which the Grantee is a party or successor to a party, dated April 14, 1987.

IN WITNESS WHEREOF, the said Grantor have hereunto set its hand and seal the day and year first above written.

NORTHWEST FARM CREDIT SERVICES, FLCA

141238

Microfilm No. 09 Day July 2007
At 11:35 A.M.
Natale Murphy
County Clerk Recorder
Fee \$ 9.00
Recorded at Request of
Farm Credit Services

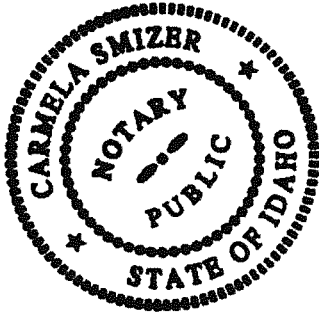
By Brad Butters
Brad Butters
Its Authorized Agent

STATE OF IDAHO)
) SS
 County of Bonneville)

On this 8^m day of March, 2000, before me, the undersigned Notary Public in and for said County and State, personally appeared Brad Buttars, known or identified to me to be the authorized agent of Northwest Farm Credit Services, FLCA, the corporation that executed the foregoing instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that he executed the same on behalf of said corporation.

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

(SEAL)



Carmela Smizer
 NOTARY PUBLIC for Idaho
 Residing at: Idaho Falls
 Commission Expires: 8-1-2002

EXHIBIT "A"

Township 14 South, Range 33 East of the Boise Meridian
Section 32: W1/2

Township 15 South, Range 33 East of the Boise Meridian
Section 4: ALL
Section 5: ALL
Section 9: N1/2NE1/4

Together with a 250 HP A.C. motor, Serial No. 51358989000, and a Johnston turbine pump, Serial No. TH 14745; and 13,160 feet of 12-inch through 6-inch buried PVC mainline; or any replacements thereof; all of which are hereby declared to be appurtenant thereto.

Together with any and all tenements, hereditaments, and appurtenances thereunto belonging or used in connection therewith.

Together with all water and water rights used upon or appurtenant to said lands, and however evidenced.

All situated in the County of Oneida, State of Idaho.

4-14-87 BB

Microfilm No. 141697
12 Day October 1987
At 12:20 O'clock P
Quinn J. Higgins
Oneida Co. Recorder
Fee \$ 6.00 Recorded at Request of Deputy
Team Credit Services

SPECIAL WARRANTY DEED

FOR VALUED RECEIVED

THE FEDERAL LAND BANK OF SPOKANE, a Washington Corporation,
the Grantor, does hereby grant, bargain, sell and convey unto
BRAD R. WOOLSTENHULME and CINDY WOOLSTENHULME, husband and wife,
whose current address is

553 Adams
Montpelier, ID 83254

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

See Exhibit "A" attached hereto and made a part hereof.

TO HOLD the said premises, with their appurtenances unto the said Grantees,
their heirs and assigns forever. GRANTOR covenants and warrants the premises to
be free only of encumbrances suffered or created by GRANTOR, and subject to
existing servitudes, exceptions, provisions and reservations, and specifically
excepts all taxes, assessments, charges and any lien or encumbrances revived or
placed on said premises by, through, under, or assumed by GRANTEES.

DATED: APRIL 14, 1987

THE FEDERAL LAND BANK OF SPOKANE

By Brad Buttars
BRAD BUTTARS, Authorized Agent

STATE OF IDAHO)
County of Franklin)

On this 14th day of April, 1987, before me, the undersigned, a Notary
Public in and for said State, personally appeared BRAD BUTTARS, known or
identified to me to be an Authorized Agent of the Corporation that executed the
instrument or the person who executed the instrument on behalf of said
Corporation, and acknowledged to me that such Corporation executed the same.

Bonnie J. Ruger
NOTARY PUBLIC for State of Idaho
Residing at: Caneroft, Id.
Comm. Expires: 9-15-1988

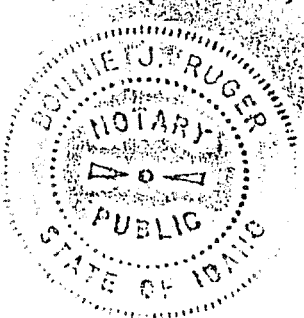


EXHIBIT "A"

Township 14 South, Range 33 East of the Boise Meridian
Section 32: W1/2

Township 15 South, Range 33 East of the Boise Meridian
Section 4: ALL
Section 5: ALL
Section 9: N1/2NE1/4

Together with a 250 HP A.C. motor, Serial No. 51358989000, and a Johnston turbine pump, Serial No. TH 14745; and 13,160 feet of 12-inch through 6-inch buried PVC mainline; or any replacements thereof; all of which are hereby declared to be appurtenant thereto.

Together with any and all tenements, hereditaments, and appurtenances thereunto belonging or used in connection therewith.

Together with all water and water rights used upon or appurtenant to said lands, and however evidenced.

All situated in the County of Oneida, State of Idaho.

4-14-87 BB

CORRECTED QUIT CLAIM DEED

Microfilm No. _____
11 Day October 2006
At 10:20 O'clock a M
Diane Hudson
Oneida Co. Recorder
Fee \$ 6.00 Deputy
Recorded at Request of Just Idaho Title Co.

For Value Received, the sum of Ten Dollars and Other Good and Valuable Consideration,

CINDY S. WOOLSTENHULME nka CINDY S. SKINNER,

THE GRANTOR(S),

do(es) hereby Remise, Release and forever Quit Claim unto

BRAD R. WOOLSTENHULME,
OF 101 VALLEYVIEW DRIVE, MONTPELIER, State of ID, 83254

THE GRANTEE(S),

the following described premises, in ONEIDA County, Idaho, to wit:

See Attached Exhibit "A"

This Quit Claim Deed is given to correct the legal description given on that certain Quit Claim Deed dated 27 February 1992 and recorded 12 August 1994 as Microfilm Instrument No. 120766, records of Oneida County, State of Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantee(s), heirs and assigns forever.

DATED this August 29, 2006.

Cindy Woolstenhulme
CINDY S. WOOLSTENHULME

Cindy S. Skinner
nka CINDY S. SKINNER

STATE OF IDAHO, COUNTY OF BEAR LAKE

On this 10th day of October, 2006, before me a
Notary Public in and for the State, personally appeared

CINDY S. WOOLSTENHULME nka CINDY S. SKINNER

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

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

Maxine Matthews
Notary Public
Residing at: Paris ID
My Commission Expires: 11-11-06

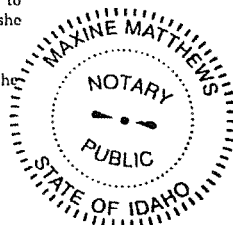


EXHIBIT A

PARCEL #1: TOWNSHIP 14 SOUTH, RANGE 32 EAST, BOISE MERIDIAN:

Section 35: NE $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$; E $\frac{1}{2}$ SE $\frac{1}{4}$.

Section 36: NW $\frac{1}{4}$.

PARCEL #2: TOWNSHIP 15 SOUTH, RANGE 32 EAST, BOISE MERIDIAN:

Section 2: E $\frac{1}{2}$ E $\frac{1}{2}$ (the same being Lot 1; SE $\frac{1}{4}$ NE $\frac{1}{4}$; E $\frac{1}{2}$ SE $\frac{1}{4}$).

Section 11: N $\frac{1}{2}$.

PARCEL #3: TOWNSHIP 15 SOUTH, RANGE 32 EAST, BOISE MERIDIAN:

Section 12: SW $\frac{1}{4}$.

Section 13: N $\frac{1}{2}$ NW $\frac{1}{4}$.

PARCEL #4: TOWNSHIP 15 SOUTH, RANGE 32 EAST, BOISE MERIDIAN:

Section 25: W $\frac{1}{2}$; W $\frac{1}{2}$ SE $\frac{1}{4}$; T-3163: A Fraction of the NE $\frac{1}{4}$, containing 160 acres, more or less, EXCEPTING, the east 2 rods deeded to the County of Oneida on March 1, 1972, found of record on film as Instrument No. 89941, records of Oneida County, Idaho.

Section 26: SE $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$; ALSO, the NE $\frac{1}{4}$ NE $\frac{1}{4}$ and the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 26 lying East of the Reservoir site of the Pratt Irrigation Co.

PARCEL #6: TOWNSHIP 15 SOUTH, RANGE 32 EAST, BOISE MERIDIAN:

Section 12: E $\frac{1}{2}$; EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL: Commencing at the Northeast Corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12; thence running West 600 feet; thence South 600 feet; thence East 600 feet; thence North 600 feet to the point of beginning. EXCEPT roadways.

Section 16: W $\frac{1}{2}$.

TOWNSHIP 15 SOUTH, RANGE 33 EAST, BOISE MERIDIAN:

Section 6: SE $\frac{1}{4}$.

PARCEL #7: TOWNSHIP 15 SOUTH, RANGE 32 EAST, BOISE MERIDIAN:

Section 16: E $\frac{1}{2}$.

PARCEL #8: TOWNSHIP 14 SOUTH, RANGE 33 EAST, BOISE MERIDIAN:

Section 32: W $\frac{1}{2}$.

TOWNSHIP 15 SOUTH, RANGE 33 EAST, BOISE MERIDIAN:

Section 4: ALL.

Section 5: ALL.

Section 9: N $\frac{1}{2}$ NE $\frac{1}{4}$.

TOGETHER WITH a 250 HP A.C. Motor, Serial No. 51358989000, and a Johnson turbine pump, Serial No. TH 14745; and 13,160 feet of 12-inch through 6-inch buried PVC mainline, or any replacements thereof; all of which are hereby declared to be appurtenant thereto.

NTO-1808

When recorded mail to:
BRAD R. WOOLSTENHULME
115 VALLEY VIEW DRIVE
MONTPELIER, ID 83254

Microfilm No. **140977**
29 Day May 2007
At 2:45 O'clock P M
Shirley Blaisdell
Oneida Co. Recorder
Fee \$ 3.00 Deputy
Recorded at Request of
Farm Credit Services

QUIT CLAIM DEED

BW
LEEANN WOOLSTENHULME LW

BRAD R. WOOLSTENHULME grantor of MONTPELIER, COUNTY OF BEAR LAKE, STATE OF IDAHO hereby Quit Claims to BRAD R. WOOLSTENHULME AND ~~LEEANN WOOLSTENHULME~~, HUSBAND AND WIFE, grantee of MONTPELIER, ID for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in ONEIDA County, State of Idaho:

TOWNSHIP 14 SOUTH, RANGE 33 EAST OF THE BOISE MERIDIAN, ONEIDA COUNTY, IDAHO.
SECTION 32: THE WEST HALF.

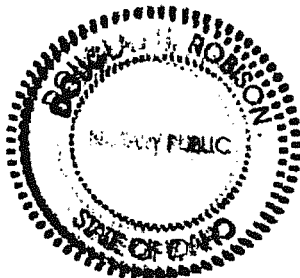
TOWNSHIP 15 SOUTH, RANGE 33 EAST OF THE BOISE MERIDIAN, ONEIDA COUNTY, IDAHO.
SECTION 4: ALL.
SECTION 5: ALL.
SECTION 9: THE NORTH HALF OF THE NORTHEAST QUARTER.

WITNESS, the hands of said grantors, May 29, 2007.

Brad R. Woolstenhulme
BRAD R. WOOLSTENHULME

State of Idaho }
County of Bear Lake } ss:

On May 29, 2007, personally appeared before me BRAD R. WOOLSTENHULME who duly acknowledged to me that HE executed the same.



Douglas H. Robinson
Notary Public
Residing: Twin Falls
Expires: April 27, 2010