RECEIVED
FEB 15 2012
Department of Water Resources
Eastern Region

STATE 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?
13 - 771 A+B	Yes ☑		Yes ☐		Yes ☐
13 - 772 A+B	Yes ☑		Yes ☐		Yes ☐
13 - 773 A+B	Yes ☑		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Emil M. Hansen
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Leon Anderson, Ralph Anderson, Michael Johnson, Jon Hall, Lyle Shupe, Lee Hall,
Name of each new owner as listed on the conveyance document
Franklin Farnsworth, Ronald Hamm, Barry Hansen, Richard Campbell, Vaughn Benson
New owner continued Name connector ☑ and ☐ or ☐ and/or
314 Lago-Liberty Road
Mailing address
Grace | Idaho | 83241
City | State | ZIP
208-427-6233 | analogdr@ida.net
Telephone | Email

SUPPORT DATA
IN FILE # 13-771A

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: Multiple dates.

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

7. Signature: Dr Ronald Hamm | President of Water District 13Q | February 14, 2012
Signature of new owner/claimant | Title, if applicable | Date

Signature: _____ | _____ | _____
Signature of new owner/claimant | Title, if applicable | Date

For IDWR Office Use Only:
Receipted by _____ Date 4/30/08 Receipt No. E034001 Receipt Amt. $300.-
Approved by JC/JBS Processed by JBS Date 3/22/2012
JC approved use of previous receipt.

Form 42-248/42-1409(6) Rev. 07/10

To: James Cefalo

Dept of Water Resources

Fax 208-525-7177

From: Kathryn Campbell Kelly

307-532-5634

Re Water Rights

13-771 - 13-772 - 13-773

Middle Fork Trout Creek

Warranty Deed

COPY

THIS INDENTURE, *Made this* 2nd *day of* February *in the year of our Lord One Thousand Nine Hundred and* Seventy-seven, *between*

Reid E. Hansen and Kathy Hansen, husband and wife,

of Grace, *County of* Caribou, *State of* Idaho *the part* ies *of the first part, and*

Dale Peterson and Ileene L. Peterson, husband and wife,

of Grace, *County of* Caribou, *State of* Idaho 83241 *the part* ies *of the second part:*

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

ONE HUNDRED SIXTY THOUSAND AND NO/100 - - - - - - - - - - - - - - - - - - DOLLARS, *lawful money of the United States of America, to* them *in hand paid by the said part* ies *of the second part, the receipt whereof is hereby acknowledged*

, *do by these presents, Grant, Bargain, Sell and Convey and Confirm unto said part* ies *of the second part, and to* their heirs *and assigns forever: All th* at *certain lot piece or parcel of land situate, lying and being in the County of* Caribou *State of Idaho, bounded and more particularly described as follows, to-wit:*

Township 11 South, Range 41 East of the Boise Meridian:

Section 16: SE¼SW¼, EXCEPT THEREFROM, Beginning at a point 300 feet East of the Southwest corner of the SE¼SW¼ of said Section 16, and running
thence North 150 feet; thence West 200 feet;
thence South 150 feet; thence East 200 feet,
to the point of beginning.

Section 21: NW¼, EXCEPT THEREFROM, Beginning at a point 800 feet East of the Northwest corner of the NE¼NW¼ of said Section 21, and running
thence South 100 feet; thence East 100 feet;
thence North 100 feet; thence West 100 feet,
to the point of beginning.

Together with the following decreed water in Middle Fork of Trout Creek, to-wit:

1.3 cfs 5-1-1885
.2 cfs 5-1-1899
1.6 cfs 5-1-1884
1.46 cfs 4-25-1901

Parties of the first part reserve the right to themselves and their heirs, to hunt on said premieses, and to take friends, as guests, on said premises, to hunt during all legal hunting seasons.

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

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

IN WITNESS WHEREOF, *The said part* ies *of the first part ha* ve *hereunto set* their *hand* s *and seal* s *the day and year first above written.*

Signed, Sealed and Delivered in the Presence of

Reid E. Hansen [Seal]

Kathy Hansen [Seal]

[Seal]

[Seal]

Instrument # 188993
CARIBOU COUNTY
2-10-2012 03:53:20 No. of Pages: 8
Recorded for : RON HAMM
VEDA MASCARENAS Fee: 31.00
Ex-Officio Recorder Deputy S. Reeves
Index to: AGREEMENT

JOINT WATER RIGHTS CONVEYANCE AGREEMENT

The undersigned are the current owners of properties originally making up two hundred acres that belonged to Lars Hansen in the Lago area of Caribou County. This property is located in the N ½ of the NW ¼ of Section 21, the W ½ of the SW ¼ of Section 16, and the SE ¼ of the SW ¼ of Section 16, Township 11S, Range 41E. Due to mistakes and oversights in the preparation of deeds and conveyance instruments in the past, there presently exists a disproportionate distribution of the water rights originally decreed to this property in 1920 (Bear River Decree, entry 365). Those rights are listed as:

May 1, 1885 1.5 cfs (originally 11-709 and subsequently renumbered 13- 771)

May 1, 1899 1.0 cfs (originally 11-710 and subsequently renumbered 13-772)

April 25, 1901 1.5 cfs (originally 11-711 and subsequently renumbered 13-773)

All eleven of the current owners and signatories of this document believe that this disparage needs to be rectified to prevent confusion in future conveyances. We are in agreement that the four cfs of water in the rights listed above should be distributed evenly to the two hundred acres in the original decree. This would be equal to 0.02 total cfs/acre. The 0.02 total cfs per acre will be comprised of a proportionate share of all three of the water rights.

The amount of water each owner is entitled to is based on the number of acres owned within the 200-acre original place of use. To determine those acreages, we referred to and have attached copies of the most-recent warranty deeds for the eleven properties in question. Those documented acreages and the cfs of water that should be assigned to each property are summarized in the following table:

NAME	ACRES	%	5/1/1885	5/1/1899	4/25/1901
Leon & Charleena Anderson	4.1	2.05	0.031	0.021	0.031
Ralph & Twila Anderson	2.4	1.20	0.018	0.012	0.018
Michael & Gloria Johnson	2.4	1.20	0.018	0.012	0.018
Jon & Patricia Hall	5.0	2.50	0.038	0.025	0.038
Lyle & Sonya Shupe	30.1	15.05	0.23	0.15	0.23
Franklin & Eileen Farnsworth	36.0	18.00	0.27	0.18	0.27
Ronald & Mary Ann Hamm	37.8	18.90	0.28	0.19	0.28
Barry & Sandra Hansen	0.7	0.35	0.005	0.004	0.005
Lee & Juanita Hall Family Trust	0.2	0.10	0.002	0.001	0.002
Richard Campbell / Kathryn Kelly	79.8	39.90	0.60	0.40	0.60
Vaughn & Cecilia Benson	1.5	0.75	0.011	0.008	0.011
Totals	**200**	**100**	**1.50**	**1.00**	**1.50**

An examination of the deeds provided reveals that they were created by individuals who did not understand the technicalities of irrigation water management. The result is an intractable morass of conflicting claims and incompatible documentations. The efforts of individual owners to resolve this conundrum in the past have proved fruitless (Hamm and Shupe). The Idaho Department of Water Resources suggested that all of the property owners under the original place of use should get together

and coordinate a comprehensive solution. To that end, we have created and executed this Joint Water Rights Conveyance Agreement.

As part of this conveyance agreement, the undersigned authorize Dr. Ronald Hamm, the current president of the Middle Fork of Trout Creek Canal Company, to pursue a joint ownership change with the Idaho Department of Water Resources, splitting each of the three water rights into eleven portions and updating the ownership of the split portions of the water rights to be consistent with this agreement. The water rights should be changed from Lars Hansen to each of the eleven individual signatories in the amounts listed in the table above.

This agreement is intended to supersede all previous deeds, conveyances, and agreements pertaining to the three water rights listed above. This would include all previous or current splits and iterations such as 11-709, 11-709A, 11-709B, 13-771, 13-771A, 13-771B, 11-710, 11-710A, 11-710B, 13-772, 13-772A, 13-772B, 11-711, 11-711A, 11-711B, 13-773, 13-773A, and 13-773B.

Quit Claim Deed

By signing this Joint Water Rights Conveyance Agreement, I hereby quitclaim all of my claim, title, and interest to water rights 13-771, 13-772, and 13-773, or any of the previous or current splits and iterations of those water rights (as noted above) to the property owners within the N ½ of the NW ¼ of Section 21, the W ½ of the SW ¼ of Section 16, and the SE ¼ of the SW ¼ of Section 16, Township 11S, Range 41E, in exchange for sole and independent ownership of a proportionate share of all three of the water rights based on the number of acres I own within the original 200-acre place of use. The number of acres I own and my portion of the water rights are accurately indicated in the table above.

Ronald and Mary Ann Hamm

Dr Ronald Hamm 1,17,2012
Signature/Date

Mary Ann Hamm 1-17-2012
Signature/Date

Richard Campbell

Richard Campbell 1-19-12
Signature/Date

Lee and Juanita Hall

Lee W. Hall 1.18.12
Signature/Date

Juanita H Hall 1-18-12
Signature/Date

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Kathryn and Neal Kelly

Kathryn Campbell Kelly Jan 20/2012
Signature/Date

Neal E. Kelly Jan. 20, 2012
Signature/Date

State of Wyoming

ss

County of Goshen

The foregoing instrument was acknowledged before me by Neal & Kathryn Kelly, this 20th day of January, 2012.

Witness my hand and official seal.

Holly Jo Lara
Notary Public

HOLLY JO LARA - NOTARY PUBLIC
COUNTY OF GOSHEN
STATE OF WYOMING
My Commission Expires 2-20-2013

My commission expires: February 20, 2013

and coordinate a comprehensive solution. To that end, we have created and executed this Joint Water Rights Conveyance Agreement.

As part of this conveyance agreement, the undersigned authorize Dr. Ronald Hamm, the current president of the Middle Fork of Trout Creek Canal Company, to pursue a joint ownership change with the Idaho Department of Water Resources, splitting each of the three water rights into eleven portions and updating the ownership of the split portions of the water rights to be consistent with this agreement. The water rights should be changed from Lars Hansen to each of the eleven individual signatories in the amounts listed in the table above.

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Vaughn Benson 1-27-2012

Vaughn Benson Date

Cecelia Benson 1-27-2012

Cecelia Benson Date

STATE OF UTAH)
:ss.
County of Cache)

On the 27 day of January, 2012, personally appeared before me Vaughn Benson and Cecelia Benson, the signers of the within instrument, who duly acknowledged to me that they executed the same.

Notary Public
STANLEY R. PALMER
Commission # 582875
Expires June 2,2014
STATE OF UTAH

Notary Public

and coordinate a comprehensive solution. To that end, we have created and executed this Joint Water Rights Conveyance Agreement.

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Michael and Gloria Johnson

Michael D Johnson 1-23-2012
Signature/Date

Gloria Johnson 1-23-2012
Signature/Date

STATE OF ARIZONA
COUNTY OF MARICOPA } SS

This instrument was acknowledged before me this 23 day of JANUARY 2012, by MICHAEL + GLORIA JOHNSON

In witness whereof I herewith set my hand and official seal.

NOTARY PUBLIC

JACLYN GOODENOUGH
NOTARY PUBLIC
MARICOPA COUNTY, ARIZONA
My Commission Expires 02-07-15

Leon and Charleena Anderson

Leon E Anderson 1/20/12
Signature/Date

Charleena Rae Anderson 1/20/12
Signature/Date

Ralph and Twila Anderson

Ralph D Anderson 1-25-12
Signature/Date

Twila M. Anderson 1-27-12
Signature/Date

Jon & Patricia Hall

Jon L Hall 2-10-2012
Signature/Date

Patricia L Hall 2-10-2012
Signature/Date

Lyle and Sonya Shupe

Lyle P. Shupe 1-17-2012
Signature/Date

Signature/Date

Franklin and Eileen Farnsworth

Franklin D Farnsworth 1-18-12
Signature/Date

Eileen Farnsworth 1-18-12
Signature/Date

Berry and Sandra Hansen

Berry Hansen 1-31-2012
Signature/Date

Sandra Hansen 1-24-12
Signature/Date

ACKNOWLEDGMENT CERTIFICATE
(INDIVIDUAL PERSONALLY KNOWN BY NOTARY)

STATE OF __IDAHO_____)
S.S.
COUNTY OF __CARIBOU____)

On this _17th___ day of __January___, in the year of 20 _12__, before me ___Tom McBride__ a notary public, personally appeared _Ronald & Mary Ann Hamm, Lyle Shupe___, personally known to me to be the person (s) whose name (s) is (are) subscribed to the within instrument, and acknowledged to me that he (she) (they) executed the same.

On this _18th___ day of __January___, in the year of 20 _12__, before me ___Tom McBride__ a notary public, personally appeared _Lee & Luanita Hall, Franklin & Eileen Farnsworth___, personally known to me to be the person (s) whose name (s) is (are) subscribed to the within instrument, and acknowledged to me that he (she) (they) executed the same.

On this _19th___ day of __January___, in the year of 20 _12__, before me ___Tom McBride__ a notary public, personally appeared _Richard Campbell___, personally known to me to be the person (s) whose name (s) is (are) subscribed to the within instrument, and acknowledged to me that he (she) (they) executed the same.

On this _20th___ day of __January___, in the year of 20 _12__, before me ___Tom McBride__ a notary public, personally appeared _Leon & Charleena Anderson___, personally known to me to be the person (s) whose name (s) is (are) subscribed to the within instrument, and acknowledged to me that he (she) (they) executed the same.

On this _24th___ day of __January___, in the year of 20 _12__, before me ___Tom McBride__ a notary public, personally appeared _Sandra Hansen___, personally known to me to be the person (s) whose name (s) is (are) subscribed to the within instrument, and acknowledged to me that he (she) (they) executed the same.

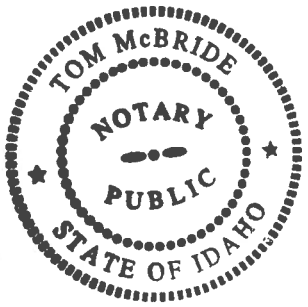
On this _25th___ day of __January___, in the year of 20 _12__, before me ___Tom McBride__ a notary public, personally appeared _Ralph Anderson___, personally known to me to be the person (s) whose name (s) is (are) subscribed to the within instrument, and acknowledged to me that he (she) (they) executed the same.

On this _27th___ day of __January___, in the year of 20 _12__, before me ___Tom McBride__ a notary public, personally appeared _Twila Anderson___, personally known to me to be the person (s) whose name (s) is (are) subscribed to the within instrument, and acknowledged to me that he (she) (they) executed the same.

On this 31st day of January, in the year of 20 12, before me Tom McBride a notary public, personally appeared Berry Hansen, personally known to me to be the person (s) whose name (s) is (are) subscribed to the within instrument, and acknowledged to me that he (she) (they) executed the same.

On this 10th day of February, in the year of 20 12, before me Tom McBride a notary public, personally appeared Jon & Patricia Hall, personally known to me to be the person (s) whose name (s) is (are) subscribed to the within instrument, and acknowledged to me that he (she) (they) executed the same.

SEAL



Notary Public

My Commission Expires on 8/21/14

PERSON ACKNOWLEDGING INSTRUMENT UNKNOWN TO NOTARY BUT PROVEN TO BE SIGNER BY SATISFACTORY

WARRANTY DEED

Dale and Ileene L. Peterson

grantor s of Sherwood, County of Washington, State of Oregon hereby CONVEY and WARRANT to

Vaughn C. and Cecelia J. Benson

grantees of Logan, Utah
for the sum of Ten Dollars and other valuable considerations
the following described tract of land in Caribou County, State of Idaho

Township 11 South Range 41 East of the Boise Meridian

Section 16: That portion of land in the SE¼ SE¼ SW¼ lying South of the right of way road to Trout Creek Spring, containing 1.5 Acres M/L.
Together with the following decreed water in Middle Fork of Trout Creek, to-wit: .05 cfs 5-1-1899

Subject to a Federal Land Bank Mortgage and a Real Estate Contract currently in effect.

Water Right # 365 ?

STATE OF IDAHO } ss 116163
County of Caribou }
I Hereby certify that this instrument was filed at the request of Dale Peterson at 3:00 o'clock P M this 25 day of April, 1983 in my office and duly recorded in Microfilm Records
Myna W. Archibald
$2.00 Clara Archibald
Ex-Officio Recorder Deputy

WITNESS, the hand of said grantors, this 12th day of January A.D. 1983

Signed in the presence of

Dale Peterson
Ileene L. Peterson

STATE OF OREGON }
County of Clackamas } ss.
On the 12th day of January A.D. 19 83 personally appeared before me Dale and Ileene L. Peterson

RECORDING DATA

Entry No. Fee $

RECORDED ☐ INDEXED ☐ ☐
PLATTED ☐ ABSTRACTED ☐
COMPARED ☐ DELIVERED ☐

WARRANTY DEED

For Value Received TEN DOLLARS AND OTHER VALUABLE CONSIDERATION

EDDIE L. RICHINS

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

BARRY L. HANSEN and SANDRA HANSEN, husband and wife
Thatcher, Idaho 83283

the grantees, **the following described premises, in** Bear Lake **County Idaho, to wit:**

TOWNSHIP 11 SOUTH, RANGE 41 EAST OF THE BOISE MERIDIAN:

Section 16: Beginning at a point 300 feet East of the Southwest corner of the Southeast Quarter of the Southwest Quarter ($SE\frac{1}{4}SW\frac{1}{4}$) of said Section 16, and running thence North 150 feet; thence West 200 feet; thence South 150 feet; thence East 200 feet, to the Point of Beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantees, that he is the owner in fee simple of said premises; that they are free from all incumbrances

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

Dated: May 15, 1981

x Eddie L. Richins

x Barbara H. Richins

STATE OF ~~IDAHO~~ California, COUNTY OF

On this 15 day of May, 19 81, before me, a notary public in and for said State, personally appeared

EDDIE L. RICHINS AND
Babara Richins

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

Notary Public
Residing at Idaho
Comm. Expires 2/4/1985

OFFICIAL SEAL
TERRI L. [illegible]
NOTARY PUBLIC-CALIFORNIA
SACRAMENTO COUNTY

STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for record at the request of Southeast Title Co.

at 55 minutes past 10 o'clock A m., this 20 day of May, 19 81, in my office, and duly recorded in Book of Deeds at page

[redacted] S. Johnson
Ex-Officio Recorder

By Deputy.

Fees $ 3.00
Mail to:

INSTRUMENT No 108679

165516

QUITCLAIM DEED

STATE OF IDAHO
County of Caribou
Date: Mar. 15, 2002
Time: 12:45 p.m.
Official Records
Recorder: Edie Izatt
Deputy: Denise Horsley
Fee: 3.00

FOR VALUE RECEIVED

LEE W. HALL, a single man,

does hereby convey, release, remise and forever quit claim unto

JON C. HALL, a married man,

whose current address is: 399 North 2nd East
Soda Springs, Idaho 83276

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

Township 11 South, Range 41 East of the Boise Meridian

Section 16: Beginning at the Northeast corner of the NW1/4SW1/4 of said Section 16 and running thence West 466.7 feet; thence South 466.7 feet; thence East 466.7 feet; thence North 466.7 feet, to the point of beginning.

TOGETHER WITH .04 of a c.f.s. of water to be taken from Entry No. 365 of the Decree entered in the case of Utah Power & Light Company vs. The Last Chance Canal Company, Limited, et al, dated July 14, 1920

DATED this 13th day of March, 2002.

Lee W. Hall
LEE W. HALL

STATE OF IDAHO)
) ss.
COUNTY OF FRANKLIN)

On this 13th day of March, 2002, before me, a Notary Public in and for said State, personally appeared LEE W. HALL, 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.

Jay R. McKenzie
NOTARY PUBLIC
Residing at: Preston, Idaho
My Commission Expires: 11-16-2003

JAY R. MCKENZIE NOTARY PUBLIC STATE OF IDAHO

170354

STATE OF IDAHO
COUNTY OF CARIBOU
DATE: Feb. 5, 2004
TIME: 11:50 am
OFFICIAL RECORDS
RECORDER: EDIE BUSH
DEPUTY: Denise Stanley
FEE: 3.00

THIS INSTRUMENT FILED FOR RECORD BY CARIBOU LAND TITLE INC. AS AN ACCOMODATION ONLY. IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS EFFECT UPON THE TITLE.

QUIT-CLAIM DEED

FOR VALUE RECEIVED, **Lee W. Hall, a married man as his sole and separate property and as surviving spouse of Sandra C. Hall,** does hereby convey, release, remise and forever quit claim unto **Lee W. Hall and Juanita W. Hall, husband and wife,** whose address is 2339 Lago Liberty Road, Grace, Idaho, 83241 for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS, the following described premises, to-wit:

Caribou County, Idaho:

Township 11 South, Range 41 East of the Boise Meridian:
Section 21: Beginning at a point 800 feet East of the Northwest corner of the NE¼NW¼ of said Section 21, and running
thence South 100 feet; thence East 100 feet;
thence North 100 feet; thence West 100 feet,
to the point of beginning.

Together with his appurtenances.

DATED: January 29, 2004

Lee W. Hall
LEE W. HALL

STATE OF IDAHO)
: ss.
County of Caribou)

On this 5 day of February, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared **Lee W. Hall,** 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.

Billie Ann Straatman
NOTARY PUBLIC for the State of IDAHO
Residing at: Grace, Idaho
Commission expires: 8/25/09

BILLIE ANN STRAATMAN
NOTARY PUBLIC
STATE OF IDAHO

P. O. Box 608
Soda Springs, ID 83276
Phone: (208) 547-4321

INVOICE

Caribou Land Title, Inc.

BILLED TO
Mr. & Mrs. Lee Hall
2339 Lago Liberty Rd.
Grace, ID 83241

ORDER NO.

DATE 1/29/04

Hall, Lee W. & Juanita W,

RE TITLE TO

11-41
Sec 21: 800 ft East of the NW corner of the NE¼NW¼ said Sec and runn th S 100 ft; th E 100 ft; th N 100 ft; th W 100 ft, to the Point of Beginning.

Pd Ck #843 2/5/04

TITLE INSURANCE PREMIUM		
MISC. FEES		
Quit-Claim Deed		$40.00
ADVANCE FEES		
RECORDING		
ESCROW FEES		
	TOTAL	$40.00

CORPORATION WARRANTY DEED

THIS INDENTURE, made this 13th *day of* February, *in the year of our Lord one thousand nine hundred and* Seventy-eight

Caribou Title Company *between*

a corporation duly organized and existing under the laws of the state of Idaho *its principal office in* Soda Springs *, County of* Caribou *, and having in the State of* Idaho *, party of the first part, and*

Ralph O. Anderson and Twila D. Anderson, husband and wife,

of Grace *State of* Idaho *, County of* Caribou *, part ies of the second part.*

WITNESSETH, That the said party of the first part, having been hereunto duly authorized by resolution of its Board of Directors at a meeting duly and regularly called, for and in consideration of the sum of

TWO THOUSAND TWO HUNDRED FIFTY AND NO/100 - - - - - - - - - - - - - - - - - *DOLLARS, lawful money of the United States of America, to it in hand paid by the said part ies of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey and confirm unto said parties of the second part and to their heirs and assigns forever all that certain lot , piece or parcel of land lying and being in the County of* Caribou *, State of* Idaho *, and more particularly described as follows, to-wit:*

Township 11 South, Range 41 East of the Boise Meridian:

Section 16: Beginning at a point 700.05 feet West of the Northeast corner of the NW¼SW¼ of said Section 16, and running thence West 233.35 feet; thence South 466.7 feet; thence East 233.35 feet; thence North 466.7 feet, to the point of beginning.

TOGETHER, With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the 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 party of the first part.

TO HAVE AND TO HOLD. All and singular the above mentioned and described premises together with the appurtenances and privileges thereunto incident unto the said part ies of the second part and to their heirs and assigns forever, and the said party of the first part and its successors, the said premises in the quiet and peaceable possession of the said part ies of the second part, their heirs and assigns against the said party of the first part, and its successors, 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 caused these presents to be executed and its corporate name hereunto subscribed, and its corporate seal hereunto affixed by its president and secretary, in pursuance to said resolution the day and year first above written.

CARIBOU TITLE COMPANY
a Corporation

(SEAL)

By Helen B. Kingsford
President.

Attest: Leonard O. Kingsford
Secretary.

Signed, sealed and de ivered in the presence of:

_____

_____

STATE OF IDAHO,
COUNTY OF Caribou. } ss.

On this 13th *day of* February *, in the year* 1978 *,*
before me, the undersigned *, a Notary Public in and for said*
State, personally appeared Helen B. Kingsford *and*
Leonard O. Kingsford *known to me to be the* President
and the Secretary *of the corporation that executed the foregoing instruments 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.

Dona Jean Benson

Notary Public for the State of Idaho.

Residing at Soda Springs, Idaho.

My commission expires: Lifetime.

No. 95039

Corporation Warranty Deed

Caribou Title Company,
an Idaho corporation,

TO

Ralph O. Anderson and Twila D. Anderson, husband and wife,
Star Route P. O. Box 395
Grace, Idaho 83241.

Dated February 13, *19*78.

STATE OF IDAHO,
County of Caribou. } ss.

I hereby certify that this instrument was filed for record at the request of
Caribou Title Co.
at 30 *minutes past* 1
o'clock P *M., this* 14th *day*
of February *A. D. 19*78
at my office and duly recorded in Book Microfilm Records.

Elaine S. Johnson
Ex-Officio Recorder.
By Marcia Peterson
Deputy.
Fee, $ 7.00

PRIMERS & SONS, POCATELLO, IDAHO

ITEMIZED DISBURSEMENT OF DUNDS
(Ralph O. and Twila D. Anderson)

TO: FARMERS HOME ADMINISTRATION		
First payment		$ 225.00
TO: MICHAEL G. JOHNSON & NADINE P. JOHNSON		
Payoff Deed of Trust	$2,250.00	
Plus Interest	55.48	
Less fees owed Leonard Kinsford for Warranty Deed and Option	25.00	
	$2,280.48	2,280.48
TO: CARIBOU TITLE COMPANY		
Owner's Title Insurance Policy	$190.50	
Duplicate Issue	20.00	
Mortagee Policy	57.25	
Trustee Fees	10.00	
Recording Fees:		
Mortgage	4.00	
Release	1.00	
	$282.75	282.75
TO: LEONARD KINGSFORD		
Option	$20.00	
Warranty Deed	15.00	
Deed of Trust	20.00	
	$55.00	55.00
TO: CLYDE G. NELSON, Loan Closing Attorney		
Base Fee	$81.20	
Deposit Agreement	5.00	
Affidavit of Borrower	5.00	
Deed of Trust	25.00	
Promissory Note	15.00	
Settlement Statement	15.00	
	$146.20	146.20
TO: RALPH O. AND/OR TWILA D. ANDERSON		
Deposit to Supervised Bank Account		28,600.00
TOTAL FUNDS DISBURSED		$31,589.43

6955

USDA-FmHA
Form FmHA 427-7 ID
(4-13-77)

Position 5

REAL ESTATE DEED OF TRUST FOR IDAHO

(Rural Housing)

THIS DEED OF TRUST is made and entered into by and between the undersigned RALPH O. ANDERSON and TWILA D. ANDERSON, husband and wife.

residing in Caribou County, Idaho, as grantor(s), herein called "Borrower," and TITLE AND TRUST COMPANY, an Idaho corporation whose post office address is P. O. Box 2528, Boise, Idaho 83701, as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, as beneficiary, herein called the "Government," and:

WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
July 12, 1978	$31,200.00	8 %	July 12, 2011

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to Title V of the Housing Act of 1949;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower:

NOW, THEREFORE, in consideration of the loan(s) Borrower hereby grants, bargains, sells and conveys, to Trustee in Trust with power of sale the following described property situated in the State of Idaho, County(ies) of

Caribou,

which said described real property is either located within an incorporated city or village or does not exceed twenty (20) acres regardless of its location:

Township 11 South, Range 41 East of the Boise Meridian:

Section 16: Beginning at a point 700.05 feet West of the Northeast corner of the NW¼SW¼ of said Section 16, and running thence West 233.35 feet; thence South 466.7 feet; thence East 233.35 feet; thence North 466.7 feet, to the point of beginning.

Together with one inch of water in Trout Creek Water Company.

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

Also subject to exceptions and reservations contained in patents from the United States.

Subject to the burdens incident to the inclusion of the land within the boundaries of Caribou County.

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as beneficiary hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby, except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.

(18) WAIVER: THE BORROWER ACKNOWLEDGES AND AGREES THAT IF HE DEFAULTS A NONJUDICIAL FORECLOSURE SALE OF THE PROPERTY MAY BE CONDUCTED WITHOUT A HEARING OF ANY KIND AND WITHOUT NOTICE BEYOND THE PUBLICATION OF THE NOTICE OF SALE. THE BORROWER HEREBY WAIVES ANY RIGHTS HE MAY HAVE TO ANY SUCH HEARING AND NOTICE. NEVERTHELESS, THE REGULATIONS OF THE FARMERS HOME ADMINISTRATION IN EFFECT AT THE TIME SUCH FORECLOSURE IS STARTED MAY PROVIDE FOR NOTICE AND A MEETING AND THE GOVERNMENT WILL FOLLOW THESE REGULATIONS.

(19) At the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at his option may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in writing and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in accordance herewith.

(20) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(21) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

~~State Deed~~ granted to William H. Meacham, dated August 19, 1899, ~~recorded January 17~~, 1913, ~~under recorder's~~ instrument No. 26769, ~~in Book 23 of Deeds~~, at page 88, in the records of Bannock County, Idaho. ~~This sale~~ was made prior to the effect date of May 8, 1923, ~~under statute 46-701, I.C.~~, wherein the State of Idaho reserved all ~~minerals~~. Affects NW¼SW¼ of Section 16, ~~aforesaid~~.

R.A. T.A.

Subject, however, to all valid outstanding easements, rights-of way, mineral leases, mineral reservations, and mineral conveyances of record.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto Trustee, his successors, grantees and assigns forever;

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance endorsement by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in supplementary agreement, the provisions of which are hereby incorporated herein and made a part hereof.

BORROWER for himself, his heirs, executors, administrators, successors and assigns WARRANTS the property and the title thereto unto Trustee for the benefit of the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Such advances, with interest, shall be repaid from the first available collections received from Borrower. Otherwise, any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purpose authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(22) Borrower agrees that the Government will not be bound by any present or future laws, (a) providing for vaulation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

(23) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for him will after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, or national origin.

(24) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provision hereof.

(25) Borrower has assigned or waived or will immediately on request of the Government, assign or waive in favor of the Government all grazing privileges, permits, licenses, or leases appurtenant to or used in connection with said land, and Borrower further covenants and agrees to produce renewals thereof prior to their expiration and to pay all fees and charges and to perform all acts and do all things necessary to keep and preserve all said grazing rights and renewals thereof, and in the event of the failure of Borrower to do any of these things the Government may do so on behalf of Borrower, including advancing such sums as may be necessary for this purpose, and such funds advanced shall be secured by this instrument.

(26) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, United States Department of Agriculture, Boise, Idaho 83702, and in the case of Borrower to him at the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

(27) Upon full and final payment of all indebtedness hereby secured and the performance and discharge of each and every condition, agreement and obligation, contingent or otherwise, contained herein or secured hereby, the Government shall request trustee to execute and deliver to Borrower at his above post office address a deed of reconveyance of the property within 60 days after written demand by Borrower, and Borrower hereby waives the benefits of all laws requiring earlier execution or delivery of such deed of reconveyance.

(28) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

STATE OF IDAHO }
County of Caribou } ss 97035

I Hereby certify that this instrument was filed
at the request of Caribou Title Co.
at 1:20 o'clock P M this 14 day of
July 1978 in my office and duly
recorded in Microfilm Records
Elaine E. Johnson
Ex-Officio Recorder Deputy

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 12 day of July, 1978.

Ralph O Anderson
RALPH O. ANDERSON

Twila D Anderson
TWILA D. ANDERSON

ACKNOWLEDGMENT

STATE OF IDAHO }
COUNTY OF Caribou } ss:

On this 12 day of July, in the year of 1978, before me, the undersigned, a Notary Public in and for said State, personally appeared RALPH O. ANDERSON and TWILA D. ANDERSON, husband and wife,

known to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same as their free act and deed for the uses, purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the said date.

Clyde N. Kelly

(NOTARIAL SEAL)

Notary Public, residing at Soda Springs

My commission expires:

Warranty Deed

THIS INDENTURE, *Made this* 15th *day of* April *in the year of our Lord One Thousand Nine Hundred and* Seventy-six *, between* Lorette S. Hansen, a widow; Reid E. Hansen and Kathy Hansen, husband and wife,

of Grace *, County of* Caribou *, State of* Idaho *the part* ies *of the first part, and*

Franklin Dee Farnsworth and Eileen M. Farnsworth, husband and wife,

of Grace *, County of* Caribou *, State of* Idaho 83241 *the part* ies *of the second part:*

WITNESSETH: *That the said part* ies *of the first part, for and in consideration of the sum of* TEN AND NO/100 - DOLLARS, *lawful money of the United States of America, to* them *in hand paid by the said part* ies *of the second part, the receipt whereof is hereby acknowledged* together with other good and valuable considerations. *, do by these presents, Grant, Bargain, Sell and Convey and Confirm unto said part* ies *of the second part, and to* their heirs *and assigns forever: All that certain lot , piece or parcel of land situate, lying and being in the County of* Caribou, *State of Idaho, bounded and more particularly described as follows, to-wit:*

Township 11 South, Range 41 East of the Boise Meridian:

Section 16: The South 2173.3 feet of the $W\frac{1}{2}SW\frac{1}{4}$.

This conveyance shall include all rights appertenant to said premises under that certain pooling agreement dated December 17, 1966, recorded December 19, 1966, under recorder's instrument No. 59269; and is subject to the burdens imposed thereby.

First parties also convey herewith .8 c.f.s. of water appertenant to said premises said water being part of the water shown in entry No. 365 in the decree entered in the case of Utah Power & Light Co. vs. Last Chance Canal Co., et al, in the District Court for the Eastern Division of the United States District of Idaho, dated July 14, 1920, said water having a priority date of May 1. 1899.

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

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

IN WITNESS WHEREOF, *The said part* ies *of the first part ha* ve *hereunto set* their *hand* s *and seal* s *the day and year first above written.*

Signed, Sealed and Delivered in the Presence of

Lorette S. Hansen [Seal]

Reid E. Hansen [Seal]

Kathy Hansen [Seal]

[Seal]

Mail Tax Notice to:
Franklin D. Farnsworth
P.O. Box 161
Grace, ID 83241

158997

THIS INSTRUMENT FILED FOR RECORD BY CARIBOU LAND TITLE INC. AS AN ACCOMODATION ONLY. IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS EFFECT UPON THE TITLE.

WARRANTY DEED

For Value Received **JAMES D. LOFTHOUSE and LaVONNA LOFTHOUSE, formerly husband and wife,** the grantors, of Grace, Caribou County, Idaho, does hereby grant, bargain, sell and convey unto **FRANKLIN DEE FARNSWORTH and EILEEN FARNSWORTH, husband and wife,** Grace, Caribou County, Idaho 83241, the grantees, the following described premises, to-wit:

Caribou County, Idaho:

Township 11 South, Range 41, East of the Boise Meridian:
Section 16: Beginning at a point 1317.6 feet North and East 462.50 feet from the Southwest corner of said Section 16, and running
thence South 620.50 feet, more or less, to the fence;
thence North 78°16'06" East 420 feet;
thence North 536 feet;
thence South 89°52'30" West 411.227 feet, more or less,
to the point of beginning.
ALSO, Beginning at a point 575.6 feet North and North 76°16'06" East 1348.16 feet from the Southwest corner of said Section 16, and running
thence South 78°16'06" West 142.696 feet;
thence North 35 feet;
thence North 78°16'06" East 142.696 feet;
thence South 35 feet,
to the point of beginning.

SUBJECT TO a Mortgage with The Federal Land Bank of Spokane, dated April 19, 1976, recorded April 22, 1976, under recorder's instrument No. 86501, in which the buyers agrees to assume $7,055.84 of the indebtedness for the above described Mortgage.

TOGETHER WITH 8.65% of 1/3 interest in the mainline and 5 - 3 inch spinkler pipes and 3.45 inches of Trout Creek Water, subject to the Water Pooling Agreement between Emil M. Hansen, Allen K. Ruud and John Marvin Prescott, dated December 17, 1966, recorded December 19, 1966, under recorder's instrument No. 59269, in the records of Caribou County, Idaho.

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

QUIT CLAIM DEED

THIS INDENTURE, *Made the* 14th *day of* December *in the year of our Lord* *One Thousand Nine Hundred and* Eighty-two *between* FRANKLIN DEE FARNSWORTH and EILEEN FARNSWORTH, husband and wife, *of* Grace, *of the County of* Caribou *and State of* Idaho *the part* ies *of the first part, and* JAMES D. LOFTHOUSE and LAVONNA LOFTHOUSE, husband and wife, *of* Grace, *of the County of* Caribou *and State of* Idaho, *the part* ies *of the second part,*

WITNESSETH, *That the said part* ies *of the first part, for and in consideration of the sum of* TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS----------DOLLARS, *lawful money of the United States of America, to* them *in hand paid by the said part* ies *of the second part, the receipt whereof is hereby acknowledged, do by these presents demise, release and forever Quit claim unto the said part* ies *of the second part, and to* their heirs *and assigns all that certain* property *situated in* Caribou *County, of the State of Idaho, particularly described as follows, to-wit:*

Township 11 South, Range 41 East of the Boise Meridian:

Section 16: Beginning at the Southwest corner of said Section 16, and running
thence North 576.6 feet;
thence North 78°16'06' East 1348.16 feet;
thence South 841.72 feet;
thence West 1320 feet, more or less,
to the point of beginning.

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.

TO HAVE AND TO HOLD *all and singular the said premises, together with the appurtenances unto said part* ies *of the second part, and to* their heirs *and assigns forever.*

IN TESTIMONY WHEREOF, *The said part* ies *of the first part have hereunto set* their *hand* s *and seal* s *the day and year first above written.*

Signed, Sealed and Delivered in the Presence of

.....

.....

.....

.....

Franklin Dee Farnsworth [SEAL]
FRANKLIN DEE FARNSWORTH

Eileen Farnsworth [SEAL]
EILEEN FARNSWORTH

.....[SEAL]

.....[SEAL]

Order No. 13816

153567

STATE OF IDAHO } ss.
County of Caribou }

I hereby certify that the instrument was filed at the request of Caribou Title
at 1:05 o'clock P. M. 18 day of January 97
Edie Syatt 6 ex officio Clerk

WARRANTY DEED

THIS INDENTURE, made this 10th day of January, 1997, between JAMES D. LOFTHOUSE AND LAVONNA LOFTHOUSE, husband and wife, of Grace, Caribou County, Idaho, hereinafter called First Party, and FRANKLIN DEE FARNSWORTH AND EILEEN FARNSWORTH, husband and wife, of Grace, Caribou County, Idaho, hereinafter called Second Party:

WITNESSETH: that the said First Party, for and in consideration of the sum of TEN DOLLARS, lawful money of the United States of America, to said First Party in hand paid by the said Second Party, the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain, Sell and Convey and Confirm unto said Second Party, and to said Second Party's heirs and assigns forever: All that certain lot, piece or parcel of land situate, lying and being in the County of Caribou, State of Idaho, more particularly described as follows:

Township 11 South, Range 41 East of the Boise Meridian:
Section 16: Beginning at a point 567.6 feet North of the Southwest corner of said Section 16, and running
thence continuing North 750 feet;
thence East 462.50 feet
thence South 620.50 feet;
thence North 78°16'06" East 733.41 feet;
thence South 35 feet;
thence South 78°20'25" West 1205.464 feet (record South 78°16'06" West),
to the point of beginning.

TOGETHER with the right of ingress and egress over and across the following described tract:
Township 11 South, Range 41 East of the Boise Meridian:
Section 16: Beginning at a point 575.6 feet North and North 78°16'06" East 1348.16 feet from the Southwest corner of said Section 16, and running
thence South 78°16'06" West 142.696 feet;
thence North 35 feet;
thence North 78°16'06" East 142.696 feet;
thence South 35 feet,
to the point of beginning.

TOGETHER with 13.83% of 1/3 interest in the mainline and eight - 3 in. sprinkler pipes AND 5.5 inches of Trout Creek Water, subject to the Water Pooling Agreement between Emil M. Hansen, Allen K. Ruud and John Marvin Prescott, dated December 17, 1966, recorded December 19, 1966, under recorder's instrument No. 59269, in the micorfilm records of Caribou County, Idaho.

Order No. 13816

153567

STATE OF IDAHO } ss.
County of Caribou }

I hereby certify that this instrument was filed at the request of Caribou Title at 1:05 o'clock P. M. on the 28th day of January 1997

Edie Izatt 6.00 CT chg

WARRANTY DEED

THIS INDENTURE, made this 10th day of January, 1997, between **JAMES D. LOFTHOUSE AND LAVONNA LOFTHOUSE, husband and wife**, of Grace, Caribou County, Idaho, hereinafter called First Party, and **FRANKLIN DEE FARNSWORTH AND EILEEN FARNSWORTH, husband and wife**, of Grace, Caribou County, Idaho, hereinafter called Second Party:

WITNESSETH: that the said First Party, for and in consideration of the sum of **TEN DOLLARS**, lawful money of the United States of America, to said First Party in hand paid by the said Second Party, the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain, Sell and Convey and Confirm unto said Second Party, and to said Second Party's heirs and assigns forever: All that certain lot, piece or parcel of land situate, lying and being in the County of Caribou, State of Idaho, more particularly described as follows:

Township 11 South, Range 41 East of the Boise Meridian:
Section 16: Beginning at a point 567.6 feet North of the Southwest corner of said Section 16, and running
thence continuing North 750 feet;
thence East 462.50 feet
thence South 620.50 feet;
thence North 78°16'06" East 733.41 feet;
thence South 35 feet;
thence South 78°20'25" West 1205.464 feet (record South 78°16'06" West),
to the point of beginning.

TOGETHER with the right of ingress and egress over and across the following described tract:
Township 11 South, Range 41 East of the Boise Meridian:
Section 16: Beginning at a point 575.6 feet North and North 78°16'06" East 1348.16 feet from the Southwest corner of said Section 16, and running
thence South 78°16'06" West 142.696 feet;
thence North 35 feet;
thence North 78°16'06" East 142.696 feet;
thence South 35 feet,
to the point of beginning.

TOGETHER with 13.83% of 1/3 interest in the mainline and eight - 3 in. sprinkler pipes AND 5.5 inches of Trout Creek Water, subject to the Water Pooling Agreement between Emil M. Hansen, Allen K. Ruud and John Marvin Prescott, dated December 17, 1966, recorded December 19, 1966, under recorder's instrument No. 59269, in the micorfilm records of Caribou County, Idaho.

153567

SUBJECT to Federal Land Bank of Spokane mortgage dated April 19, 1976, recorded April 22, 1976, under recorder's instrument No. 86501, in the microfilm records of Caribou County, Idaho.

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 and unto the said First Party, and to their heirs and assigns forever, and the said First Party shall and will warrant and by these present forever defend.

IN WITNESS WHEREOF, the said First Party has hereunto set their hands and seals, the day and year first above written.

James D. Lofthouse
JAMES D. LOFTHOUSE

Lavonna Lofthouse
LAVONNA LOFTHOUSE

STATE OF IDAHO)
: ss.
County of Caribou)

On this 22 day of January, 1997, before me the undersigned, a Notary Public in and for said County and State, personally appeared **JAMES D. LOFTHOUSE AND LAVONNA LOFTHOUSE, 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.

KAREN C. THOMAS NOTARY PUBLIC STATE OF IDAHO

Karen C. Thomas
NOTARY PUBLIC FOR STATE OF IDAHO
Residing at Grace, Idaho.
My commission expires: 10-13-99

Reverse Deed They had the name wrong this should have read our Name first and Jims on the other one

QUIT CLAIM DEED

RECEIVED
MAR 13 2012
Department of Water Resources
Eastern Region

THIS INDENTURE, *Made the* 14th *day of* December *in the year of our Lord* *One Thousand Nine Hundred and* Eighty-two *between* JAMES D. LOFTHOUSE and LAVONNA LOFTHOUSE, husband and wife, *of* Grace, *of the County of* Caribou *and State of* Idaho *the part* ies *of the first part, and* FRANKLIN DEE FARNSWORTH and EILEEN FARNSWORTH, husband and wife, *of* Grace, *of the County of* Caribou *and State of* Idaho, *the part* ies *of the second part,*

WITNESSETH, *That the said part* ies *of the first part, for and in consideration of the sum of* TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS----------XXXXXXXXX DOLLARS XXXXXXXXX *lawful money of the United States of America, to* them *in hand paid by the said part* ies *of the second part, the receipt whereof is hereby acknowledged, do by these presents demise, release and forever Quit claim unto the said part* ies *of the second part, and to* their heirs *and assigns all th* at *certain* property *situated in* Caribou *County, of the State of Idaho, particularly described as follows, to-wit:*

Township 11 South, Range 41 East of the Boise Meridian:

Section 16: Beginning at a point 567.6 feet North of the Southwest corner of said Section 16, and running
thence North 1605.7 feet;
thence East 1320 feet;
thence South 1331.58 feet;
thence South 78°16' West 1348.16 feet,
to the point of beginning.

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.

TO HAVE AND TO HOLD *all and singular the said premises, together with the appurtenances unto said part* ies *of the second part, and to* their heirs *and assigns forever.*

IN TESTIMONY WHEREOF, *The said parties of the first part ha* ve *hereunto set* their *hand*s *and seal*s *the day and year first above written.*

Signed, Sealed and Delivered in the Presence of

James D Lofthouse [SEAL]
JAMES D. LOFTHOUSE

La Vonna Lofthouse [SEAL]
LAVONNA LOFTHOUSE

[SEAL]

[SEAL]

Warranty Deed

THIS INDENTURE, *Made this* 14th *day of* December *in the year of our Lord One Thousand Nine Hundred and* Eighty-two *, between*

FRANKLIN DEE FARNSWORTH and EILEEN FARNSWORTH, husband and wife, *of* Grace *, County of* Caribou *, State of* Idaho, *the part* ies *of the first part, and*

JAMES D. LOFTHOUSE and LAVONNA LOFTHOUSE, husband and wife, *of* Grace *, County of* Caribou *, State of* Idaho, *the part* ies *of the second part:*

WITNESSETH: *That the said part* ies *of the first part, for and in consideration of the sum of* FORTY FIVE THOUSAND AND NO/100---------- *DOLLARS, lawful money of the United States of America, to* them *in hand paid by the said part* ies *of the second part, the receipt whereof is hereby acknowledged*

, do by these presents, Grant, Bargain, Sell and Convey and Confirm unto said part ies *of the second part, and to* their heirs *and assigns forever: All th* at *certain lot piece or parcel of land situate, lying and being in the County of* Caribou *State of Idaho, bounded and more particularly described as follows, to-wit:*

Township 11 South, Range 41 East of the Boise Meridian:

Section 16: Beginning at a point 567.6 feet North of the Southwest corner of said Section 16, and running
thence North 1605.7 feet;
thence East 1320 feet;
thence South 1331.58 feet;
thence South 78°16' West 1348.16 feet,
to the point of beginning.

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

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

IN WITNESS WHEREOF, *The said part* ies *of the first part ha* ve *hereunto set* their *hand* s *and seal* s *the day and year first above written.*

Signed, Sealed and Delivered in the Presence of

Franklin Dee Farnsworth [Seal]
FRANKLIN DEE FARNSWORTH

Eileen Farnsworth [Seal]
EILEEN FARNSWORTH

[Seal]

[Seal]

Order No. 8970

ESCROW AGREEMENT

To Caribou Title Company

P.O. Box 915

Soda Springs, Idaho 83276
(Address)

The undersigned, Franklin Dee Farnsworth and Eileen Farnsworth, husband and wife, Grace, Idaho, 83241 hereinafter called "Grantor," and James D. Lofthouse and LaVonna Lofthouse, husband and wife, Grace, Idaho, 83241, hereinafter called "Grantee," herewith deliver to you in escrow the documents and property hereinafter described, to be held and disposed of by you in accordance with the instructions and upon the terms herein set forth, and not otherwise, to all of which the undersigned hereby agree. Said documents and property are described as follows:

Copy of Contract, dated _____

Warranty Deed

Quit Claim Deed (Lofthouse to Farnsworth)

Quit Claim Deed (Farnsworth to Lofthouse)

Bill of Sale

169463

WARRANTY DEED

For Value Received

JAMES D. LOFTHOUSE and LAVONNA LOFTHOUSE formerly husband and wife,

the grantors, do hereby grant, bargain, sell and convey unto

LYLE PAUL SHUPE and DEBRA P. SHUPE, husband and wife,

of 2322 Lago Liberty Rd. Grace, ID 83241, the grantees, the following described premises, to-wit;

Caribou County, Idaho:

Township 11 South, Range 41 East of the Boise Meridian:
Section 16: Beginning at a point 567.6 feet North of the Southwest corner of said Section 16, and running
thence North 1605.7 feet;
thence East 1320 feet;
thence South 1331.58 feet;
thence South 78°16'06" West 1348.16 feet,
to the point of beginning.

EXCEPT THEREFROM Beginning at a point 567.6 feet North of the Southwest corner of said Section 16, and running
thence continuing North 750 feet;
thence East 462.50 feet;
thence South 620.50 feet;
thence North 78°16'06" East 733.41 feet;
thence South 35 feet;
thence South 78°20'25" West 1205.464 feet (record South 78°16'06" West),
to the point of beginning.

ALSO, EXCEPT THEREFROM Beginning at a point 1317.6 feet North and East 462.50 feet from the Southwest corner of said Section 16, and running
thence South 620.50 feet, more or less, to the fence;
thence North 78°16'06" East 420 feet;
thence North 536 feet;
thence South 89°52'30" West 411.227 feet, more or less,
to the point of beginning.

ALSO, EXCEPT THEREFROM, Beginning at a point 575.6 feet North and North 76°16'06" East 1348.16 feet from the Southwest corner of said Section 16, and running
thence South 78°16'06" West 142.696 feet;
thence North 35 feet;
thence North 78°16'06" East 142.696 feet;
thence South 35 feet,
to the point of beginning.

ALSO INCLUDING, a 1986 28 X 66 foot Fleetwood mobile home, Serial No. SIDFIBF2AE491308991.

Subject to a verbal irrigation water line to Dee Farnsworth along the east boundary of the property being sold as per the

Earnest Money Agreement between the parties hereto.

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

JAMES D. LOFTHOUSE

LaVonna Lofthouse
LAVONNA LOFTHOUSE

STATE OF IDAHO)
: ss.
County of Caribou)

On this 15th day of September, 2003, before me the undersigned, a notary public in and for said County and State, personally appeared James D. Lofthouse 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.

CARLA HALE
NOTARY PUBLIC
STATE OF IDAHO

Carla Hale
NOTARY PUBLIC FOR THE STATE OF IDAHO
Residing at: Soda Springs, Idaho
My commission expires: 12/12/08

STATE OF IDAHO)
: ss.
County of Caribou)

On this 15th day of September, 2003, before me the undersigned, a notary public in and for said County and State, personally appeared LaVonna Lofthouse known or identified to me to be a person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

CARLA HALE
NOTARY PUBLIC
STATE OF IDAHO

Carla Hale
NOTARY PUBLIC FOR THE STATE OF IDAHO
Residing at: Soda Springs, Idaho
My commission expires: 12/12/08

STATE OF IDAHO }
County of Caribou } ss 169463
I hereby certify that this instrument was filed at the request of Caribou Title
at 10:15 o'clock a m this 16 day of September, 2003 in my office and duly recorded official Records
Recorder Edie Bush
Denise Hensley
Signature Deputy

Re-recorded to add water information.

169463

Instrument # 184862
CARIBOU COUNTY
3-15-2010 09:58:52 No. of Pages: 2
Recorded for : LYLE SHUPE
VEDA MASCARENAS Fee: 6.00
Ex-Officio Recorder Deputy S. Reaves
Index to: CORRECTED WARRANTY DEED

WARRANTY DEED

For Value Received

JAMES D. LOFTHOUSE and LAVONNA LOFTHOUSE formerly husband and wife, the grantors, do hereby grant, bargain, sell and convey unto LYLE PAUL SHUPE and DEBRA P. SHUPE, husband and wife, of 333 Lago Liberty Rd. Grace, ID 83241, the grantees, the following described premises, to-wit;

Caribou County, Idaho:

Township 11 South, Range 41 East of the Boise Meridian:
Section 16: Beginning at a point 567.6 feet North of the Southwest corner of said Section 16, and running
thence North 1605.7 feet;
thence East 1320 feet;
thence South 1331.58 feet;
thence South 78°16'06" West 1348.16 feet,
to the point of beginning.

EXCEPT THEREFROM Beginning at a point 567.6 feet North of the Southwest corner of said Section 16, and running
thence continuing North 750 feet;
thence East 462.50 feet;
thence South 620.50 feet;
thence North 78°16'06" East 733.41 feet;
thence South 35 feet;
thence South 78°20'25" West 1205.464 feet (record South 78°16'06" West),
to the point of beginning.

ALSO, EXCEPT THEREFROM Beginning at a point 1317.6 feet North and East 462.50 feet from the Southwest corner of said Section 16, and running
thence South 620.50 feet, more or less, to the fence;
thence North 78°16'06" East 420 feet;
thence North 536 feet;
thence South 89°52'30" West 411.227 feet, more or less,
to the point of beginning.

ALSO, EXCEPT THEREFROM, Beginning at a point 575.6 feet North and North 76°16'06" East 1348.16 feet from the Southwest corner of said Section 16, and running
thence South 78°16'06" West 142.696 feet;
thence North 35 feet;
thence North 78°16'06" East 142.696 feet;
thence South 35 feet,
to the point of beginning.

ALSO INCLUDING, a 1986 28 X 66 foot Fleetwood mobile home, Serial No. SIDFIBF2AE491308991.

Subject to a verbal irrigation water line to Dee Farnsworth along the east boundary of the property being sold as per the

Earnest Money Agreement between the parties hereto.

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

JAMES D. LOFTHOUSE

LaVonna Lofthouse
LAVONNA LOFTHOUSE

STATE OF IDAHO)
: ss.
County of Caribou)

On this 15th day of September, 2003, before me the undersigned, a notary public in and for said County and State, personally appeared James D. Lofthouse 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.

CARLA HALE
NOTARY PUBLIC
STATE OF IDAHO

Carla Hale
NOTARY PUBLIC FOR THE STATE OF IDAHO
Residing at: Soda Springs, Idaho
My commission expires: 12/12/08

STATE OF IDAHO)
: ss.
County of Caribou)

On this 15th day of September, 2003, before me the undersigned, a notary public in and for said County and State, personally appeared LaVonna Lofthouse known or identified to me to be a person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

CARLA HALE
NOTARY PUBLIC
STATE OF IDAHO

Carla Hale
NOTARY PUBLIC FOR THE STATE OF IDAHO
Residing at: Soda Springs, Idaho
My commission expires: 12/12/08

77.52% of 1/3
Together with 1 1/8 interst in the mainline & 8 3in spinkler *23.05 pipe & ~~*26.5~~ inches of Trout Creek Water, Subject to the water pooling agreement recorded 12-19-66 as Instrument No. 59269 records of Caribou County.

INITIAL

INITIAL

STATE OF IDAHO }
County of Caribou } ss 169463

I hereby certify that this instrument was filed at the request of Caribou Title
at 10:15 o'clock a m this 16 day of September, 2003 in my office and duly recorded official Records
Recorder Edie Bush
Denise Hensley
Signature Deputy

Instrument # 177268
CARIBOU COUNTY
2007-01-11 03:48:07 No. of Pages: 2
Recorded for : CARIBOU TITLE
VEDA MASCARENAS Fee: 6.00
Ex-Officio Recorder Deputy
Index to: WARRANTY DEED

WARRANTY DEED

For Value Received

JACI BUCK, as Personal Representative of the Estate of Adriaan Johan Blok, Jr., Deceased, and JACI BUCK, as Personal Representative of the Estate of Sharron Ray Bromley, Deceased,

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

LEON E. ANDERSON AND CHARLEENA RAE ANDERSON, husband and wife,

of 2309 Bench Lago Road, Grace, Idaho 83241, the grantees, the following described premises, to-wit:

Caribou County, Idaho:

Township 11 South, Range 41 East of the Boise Meridian:

Section 16: Beginning at the Northwest corner of the SW¼ of said Section 16, and running
thence East 386.6 feet; thence South 466.7 feet;
thence West 386.6 feet; thence North 466.7 feet,
to the point of beginning.
EXCEPT THEREFROM, any portion lying within the right of way of County Roads.
TOGETHER WITH 2 mobile homes located on said premises.
ALSO, TOGETHER WITH, a cullinary water hook up for the home from Trout Creek, and all irrigation water rights in Trout Creek Irrigation Company, and any other water rights that may be appurtant thereto.

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

ESTATE OF ADRIAAN JOHAN BLOK, JR.
Deceased.

By: Jaci Buck Personal Representative
JACI BUCK, Personal Representative

By: Jaci Buck Personal Representative
JACI BUCK, Personal Representative

Notary Acknowledgement Attached

STATE OF CALIFORNIA)
: ss.
County of Nevada)

On this 10th day of January, 2008, before me the undersigned, a notary public in and for said County and State, personally appeared Jaci Buck, known or identified to be the person whose name is subscribed to the within instrument as the personal representative of the estate of Adriaan Johan Blok, Jr, Deceased, and of the estate of Sharron Ray Bromley, Deceased, and acknowledged to me that she executed the same as such personal representative.

DONA M. BERGTHOLD
Commission # 1693827
Notary Public - California
Nevada County
My Comm. Expires Oct 10, 2010

NOTARY PUBLIC
Residing at: Grass Valley CA 95945
My commission expires: 10-10-2010

143096

WARRANTY DEED

For Value Received

Dale and Ileene L. Peterson

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

Ronald Lee Hamm

whose current address is *Box 126, Paradise, Utah*

the grantee , the following described premises, in *Caribou* County Idaho, to wit:

Township 11 South Range 41 East of the Boise Meridian:

Section 16: SE¼ SW¼, EXCEPT THEREFROM, Beginning at a point 300 feet East of the Southwest corner of the SE¼ SW¼ of said Section 16, and running thence North 150 feet; thence West 200 feet; thence South 150 feet; thence East 200 feet, to the point of beginning.

ALSO EXCEPT THEREFROM, that portion of land in the NW¼ SE¼ SW¼ lying Northwest of the center of Middle Fork of Trout Creek.

ALSO EXCEPT THEREFROM, that portion of land in the SE¼ SE¼ SW¼ lying South of the right of way road to Trout Creek spring, containing 1.5 Acres M/L.

Together with the following decreed water in Middle Fork of Trout Creek, to-wit: .8 cfs 5-1-1885

771A

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

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

Dated:

Dec. 9, 1980 x Dale Peterson

Dec. 9, 1980 x Ileene L. Peterson

STATE OF ~~IDAHO~~ OREGON, COUNTY OF Washington

On this 9th day of December, 1980, before me, a notary public in and for said State, personally appeared *Dale Peterson and Ileene L. Peterson*

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

Kim L. McElwee
Notary Public
Residing at Portland, Oregon, Idaho
Comm. Expires My Commission Expires Nov. 23, 1984

STATE OF IDAHO } ss
County of Caribou }

I hereby certify that this instrument was filed at the request of Dr. Ronald Hamm at 3:55 o'clock P m this 25th day of February, 1981 in my office and duly recorded in Microfilm Records Microfilm
Rebecca A. Jenkins
Stephanie Lansberry
Ex-Officio Recorder Deputy

Furnished by the AMERICAN LAND TITLE CO.

WARRANTY DEED

143097

Dale and Ileene L. Peterson

grantor s of Sherwood, County of , State of Oregon hereby CONVEY and WARRANT to

Ronald Lee Hamm

grantee of Lago, Idaho
for the sum of TEN dollars and other valuable consideration
the following described tract of land in Caribou County, State of Idaho

Township 11 South Range 41 East of the Boise Meridian
Section 16: That portion of land in the NW¼ SE¼ SW¼ lying Northwest of the center of Middle Fork of Trout Creek.
Together with the following decreed water in Middle Fork of Trout Creek, to-wit: .15 cfs 5-1-1899

Subject to a Federal Land Bank Mortgage and a Real Estate Contract currently in effect.

WITNESS, the hand of said grantors, this 12th day of January A.D. 1983

Signed in the presence of

Dale Peterson

Ileene L. Peterson

STATE OF OREGON
County of Clackamas } ss.

On the 12th day of January A. D. 19 83 personally appeared before me

VIRGINIA J. KELLY NOTARY PUBLIC

the signer of the within instrument, who duly acknowledged to me that he executed the same.

Virginia O. Kelly

RECORDING DATA

Entry No. Fee $

RECORDED ☐ INDEXED ☐ ☐
PLATTED ☐ ABSTRACTED ☐
COMPARED ☐ DELIVERED ☐

STATE OF IDAHO
County of Caribou } ss

I hereby certify that this instrument was filed at the request of Lt. Ronald Hamm at 3:55 o'clock P m this 25th day of February, 1982 in my office and duly recorded in Microfilm Records Rebecca A. Jenkins Micro Film

Order No. 6749

Warranty Deed

THIS INDENTURE, *Made this* 31st *day of* August *in the year of our Lord One Thousand Nine Hundred and* Seventy-seven, *between*

Reid E. Hansen and Kathy Hansen, husband and wife, *of* Grace, *County of* Caribou, *State of* Idaho *the parties of the first part, and*

Michael G. Johnson and Nadine P. Johnson, husband and wife, *of* Dayton, *County of* Franklin, *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* FOUR THOUSAND FIVE HUNDRED AND NO/100- DOLLARS, *lawful money of the United States of America, to* them *in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged*, do *by these presents, Grant, Bargain, Sell and Convey and Confirm unto said parties of the second part, and to* their heirs *and assigns forever: All that certain lot piece or parcel of land situate, lying and being in the County of* Caribou *State of Idaho, bounded and more particularly described as follows, to-wit:*

Township 11 South, Range 41 East of the Boise Meridian:

Section 16: Beginning at a point 466.7 feet West of the Northeast corner of the Northwest ¼ Southwest ¼ of said Section 16, and running thence West 466.7 feet; thence South 466.7 feet; thence East 466.7 feet; thence North 466.7 feet, to the point of beginning.

Together with one miner's inch of water of Trout Creek having a priority date of May 1, 1885, and covered by Entry No. 365 in the Decree in the District Court of the United States for the District of Idaho, Eastern Division, in the Case of Utah Power & Light Company, plaintiff vs. The Last Chance Canal Company, Limited, et al, Defendants, which Decree is recorded in Book 1 of Deeds at page 188, under recorder's instrument No. 1698, records of Caribou County, Idaho.

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

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

IN WITNESS WHEREOF, *The said part ies 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

Reid E. Hansen [Seal]
REID E. HANSEN

Kathy Hansen [Seal]
KATHY HANSEN

[Seal]

[Seal]

Aaron V Cook
Caribou County Assessor
159 S MAIN STREET
SODA SPRINGS, ID 83276
acook@co.caribou.id.us

2011
ASSESSMENT NOTICE

THIS IS NOT A BILL.
DO NOT PAY.

Parcel Description:
TR 233.35'X466.7' N1/2NW1/4
SW1/4 2.5 AC. SEC 16, T11SR41E

For any questions, please notify the Assessor's Office immediately.
Assessor's Telephone Number: **(208) 547-4749**

Parcel Address: 2315 BENCH LEGO RD
GRACE ID 83241-0000

Appeals of your property value must be filed in writing, on a form provided by the county, by:
JUNE 27, 2011

JOHNSON MICHAEL G
2315 BENCH LAGO ROAD
GRACE ID 83241-0000

Tax Code Area: 11-11

Parcel Number: **RL4151D**

ASSESSED VALUE OF YOUR PROPERTY

CATEGORY AND DESCRIPTION	CURRENT YEAR ACRES	LAST YEAR VALUE	CURRENT YEAR VALUE
12 RURAL RESIDENTIAL TRACT	2.500	12,550	14,200
32 RURAL IMPROVEMENT		380	480
34 RURAL RES TRACT IMPROVEMENT		57,190	69,915
SUBTOTAL:	**2.500**	**70,120**	**84,595**
LESS HOMEOWNERS EXEMPTION:		**-32,595**	**-41,208**
NET TAXABLE PROPERTY VALUE:		**37,525**	**43,387**

These values may not include personal property values. Taxes are based on the values shown on this Notice and on the Budgets of the taxing districts.

TAXING DISTRICT INFORMATION

TAXING DISTRICTS	DISTRICT TELEPHONE NUMBER	DATE OF PUBLIC BUDGET HEARING
COUNTY	(208) 547-4324	Tuesday, September 06, 2011
SCHOOL DIST #148	(208) 425-3984	Wednesday, June 08, 2011
LAGO CEMETERY	(208) 427-6674	Wednesday, June 15, 2011
GRACE LIBRARY	(208) 425-3695	Monday, August 29, 2011

OFFICE OF THE
TREASURER
159 South Main
PO Box 507
Soda Springs, ID 83276
(208) 547-3726
Fax (208) 547-2140

DIANE CRAWFORD
Treasurer
Ex-Officio Tax Collector
Public Administrator

SHANON ASHLEY
Chief Deputy

1864 – HOME OF IDAHO'S OLDEST AND YOUNGEST COUNTY SEAT - 1919

WATER MASTER TAX 2011

Water District **# 13-Q** Invoice: **#15** Water Tax Due: **$10.00**
Date due: June 20, 2011

April 26, 2011

Mike Johnson
2315 Bench Lago Rd.
Grace, ID 83241

Idaho Code 42-613:
"The County Treasurer shall mail a notice to each ditch, canal company, irrigation district or other water user the amount designated on said Water Districts approved budget for the distribution of water and other expenses of said district which amount shall be **due and payable by June 20, 2011** and if not paid shall bear interest at the rate of one (1) percent per month until paid."

Total Amount Due: $10.00

Make check payable to: Diane Crawford, Treasurer
P.O. Box 507
Soda Springs, ID 83276

Retain this portion for your records!

QUITCLAIM DEED

FOR VALUE RECEIVED

Neal Kelly and Kathryn Kelly, (aka Niel Kelly and Katherine Kelly) husband and wife of 3288 Monte Vista, Torrington, WY 82240, **Grantors**, do by these presents remise, release and forever QUITCLAIM, unto Richard B. Campbell, a single man, of 299 Lago-Liberty Road, Grace, Idaho 83241 **Grantee**, a one-half interest, as tenants in common, of the following described premises, to wit:

Instrument # 179093
CARIBOU COUNTY
2007-09-14 10:46:24 No. of Pages: 1
Recorded for : RICHARD CAMPBELL
VEDA MASCARENAS Fee: 3.00
Ex-Officio Recorder Deputy T Stephens
Index to QUITCLAIM DEED

Caribou County, Idaho:

Township 11 South, Range 41 East of the Boise Meridian:

Section 21: NW¼. EXCEPT THEREFROM, Beginning at a point 800 feet East of the Northwest corner of the NE¼NW¼, of said Section 21, and running thence South 100 feet; thence East 100 feet; thence North 100 feet; thence West 100 feet, to the point of beginning.

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

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances and privileges thereunto incident unto the said **Grantee,** Richard B. Campbell, his heirs and assigns forever.

DATED this 30 day of August, 2007.

Neal Kelly

Kathryn Kelly

STATE OF WYOMING)
: ss
County of Goshen)

On this 30 day of August, 2007, before me, the undersigned Notary Public, personally appeared Neal Kelly and Kathryn Kelly, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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

KENDA KNUDSEN NOTARY PUBLIC GOSHEN COUNTY WYOMING My Commission Expires (SEAL)

NOTARY PUBLIC FOR WYOMING
Residing at Goshen CO.
Comm. Expires: 9/05/2007