ownership tracking ✓

.m 42-248/42-1409(6) 10/07

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

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s).	Adjudication Claim No(s).	Split(s)	Water Right No(s).	Adjudication Claim No(s).	Split(s)
13-771A		X	Active Transfer 74613		
13-772A		X	Active Transfer 74613		
13-773A		X			

RECEIVED
APR 30 2008
Department of Water Resources
Eastern Region

SUPPORT DATA
IN FILE # 13-771A

2. The following **REQUIRED** information must be submitted with this form:

   A. The appropriate **FILING FEE**. See instructions for fee amounts.

   B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.

   C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
   PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).

   OR

   D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The AERIAL PHOTO should be submitted in place of the PLAT OF PROPERTY or SURVEY MAP.

3. Name and Address of Former Owner/Claimant(s): Dave Hansen

E034001

4. New Owner/Claimant(s)

Name Connector (Check one): [ ] and, [ ] or, [ ] and/or

Debbie Sharpe

New Mailing Address

333 Lago Liberty Rd Shoc

City, State and ZIP Code

~~83341~~ 83241

New Telephone Number (208) 317-4113 Email:

5. Date you acquired the property 9-16-03

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7.** If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right will not be split, skip this area and proceed to line 7)

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. **Signature(s) of New Owner(s) or Claimant(s)** Debra P Shupe
(title if applicable)

(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:
Received by _____ Date 4/30/08 Receipt Amt. 300-
Receipted by _____ Date 4/30/08 Receipt No. E034001
Processed by _____AJ Date _____ WR 18 Date 3/22/2012

124648

Caribou Title Co.
4:30 Dec. 15
2.00 Hands Peterson

NOTICE OF CONTRACT

TO WHOM IT MAY CONCERN:

NOTICE is hereby given that JAMES D. LOFTHOUSE and LAVONNA LOFTHOUSE, husband and wife, of Grace, Caribou County, Idaho, are purchasing from FRANKLIN DEE FARNSWORTH and EILEEN FARNSWORTH, husband and wife, the following described property, located in Caribou County, Idaho, 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 the Southwest corner of said Section 16, and running
thence North 1605.7 feet;
thence East 1320 feet;
thence South 1,331.58 feet;
thence South 78°16'06" West 1348.16 feet,
to the point of beginning.

Together with 32 inches of Trout Creek water.

DATED: December 15 1982

James D. Lofthouse
JAMES D. LOFTHOUSE

LaVonna Lofthouse
LAVONNA LOFTHOUSE

STATE OF IDAHO)
:ss
County of Caribou)

On this 15th day of December, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared James D. Lofthouse and LaVonna Lofthouse, 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.

Ruby C. Miller
NOTARY PUBLIC for the State of Idaho.
Residing at: Montpelier, Idaho
Commission expires: [illegible]

574

Instrument No. 241068

WARRANTY DEED

This Indenture, Made this 23 day of December in the year of Our Lord One Thousand Nine Hundred and Thirty-Five, between LARS P. HANSEN and DORTHEA HANSEN husband and wife of Lago, County of Bannock, State of Idaho, the parties of the first part, and EMIL M. HANSEN, of Lago, County of Bannock, 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 AND NO/100 ($1.00) 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, do by these presents, Grant, Bargain, Sell and Convey and Confirm unto said party of the second part, and to his heirs and assigns forever All those certain lots, pieces or parcels of land situate, lying and being in the County of Bannock, State of Idaho, bounded and more particularly described as follows, to-wit:

The East half of the Northwest quarter of the Northwest quarter and the East half of the Northwest Quarter of Section six, Township 11 South, Range 41 East of the Boise Meridian, in Idaho, containing 100 acres.

The Northwest quarter of Section 21, Township 11 South, Range 41 East of the Boise Meridian, in Idaho, containing 160 acres.

West half of the Southwest quarter and the Southeast quarter of the Southwest quarter of Section 16, Township 11 South, Range 41 East of the Boise Meridian, in Idaho, containing 120 acres.

Together with all ditch and water rights, however evidenced, used upon any of the property above described or appertaining thereto.

($9.90 I. R. S. attached to Deed and cancelled.)

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

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances and privileges thereunto 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 warrant the said premises in the quiet and peaceable possession of the said party of the second and his heirs and assigns against the said parties 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 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

Alvin Whitehead

Lars P. Hansen.

Dorthea Hansen.

STATE OF IDAHO,) ss.
County of Bannock)

On this 23 day of December, in the year 19 35, before me, Alvin Whitehead a Notary Public in and for said County and State, personally appeared LARS P. HANSEN and DORTHEA HANSEN, 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.

Alvin Whitehead, Notary Public
Residenne: Grace, Idaho.

(SEAL)

I hereby certify that the instrument was filed for record at the request of Emil Hansen, Lago Idaho. at 45 minutes past 2 o'clock P. M. this 6 day of Dec. A. D. 19 45, in Book 94 of Deeds, at page 574.

Anna Keefe, Ex-Officio Recorder By Deputy.

Fee, $1.20

Instrument No.

This Indenture, M
One Thousand Nine H ed and
of
first part, and E. V. Higgin
of Bancroft
second part
WITNESSETH That the
Thirty six hundred
lawful money of the United States
whereof is hereby acknowledged
to these presents, Grant, Bargain,
his
being in the County of Bannock, S

The South
and the South Half
Township Six South
containing one hundr
two rods west from
Southwest Quarter of
eight, East of the
section a distance
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inches West from
West Quarter of s
line between the
quarter of the So
thirty-three rods
right of way of a
ing from the above
one acre of land,
Northwest quarter o
Six South of Rang

($2.75 I.

Together with, all and singu
rents, issues and profits there
TO HAVE AND TO HOL
the said part y of the seco
It's successors
his heirs a
to those persons whomsoever, la
IN WITNESS WHEREOF,
hereto set their hands and seals
the day and year first above wri
SIGNED, SEALED AND DELIVERED IN

Willard Call.

STATE OF IDAHO,
County of Bannock
On this 13th day
and
wife
executed the within instrume
IN WITNESS WHEREOF
written

(SEAL)

I hereby certify that this
at 15 minutes
A. D. 1945, in Book
Fee, $1.60

Together with 100 shares each of the stock of Last Chance Canal Co., Ltd., Bench Canal Co., and Niter Canal Co., and also any water or water rights appertenant to said premises.

Also, the following described machinery and equipment, the undepreciated value of which is $16,408.96:

Barn and granary
Three-way plow
Scraper
Mower
Weeder
Rake
Grain drill
Post hole digger
Fertilizer spreader
Irrigation - underground pipe
Irrigation - surface pipe
Baler
Irrigation system
Farm hand on truck
Irrigation pump and motor
Sprinkling system main line
One-eighth mile sprinkler pipe
Sprinkler pipe wagon
Calf squeeze

All for a total sum and purchase price of $77,700.00 to be paid as follows:

$43,406.93 by assumption of a portion of a Federal Land Bank loan covering the above described premises and other real estate, and the balance of $34,293.07, to be paid, without interest, in installments of not less than $2,000.00 annually, the first such payment to be made on the 15th day of December, 1969, and subsequent payments to be made on the 15th day of December in each year thereafter until said purchase price has been fully paid, the final payment to be due and payable on the 15th day of December, 1986, if not sooner paid.

It is hereby understood and agreed that Sellers shall pay all taxes, levies and assessments of every kind and nature whatsoever for 1967 and prior years, and Buyers shall pay all taxes, levies and assessments of every kind and nature whatsoever for 1968 and subsequent years, the same to be paid when due and before the same shall become delinquent.

It is understood and agreed that said premises are covered by abstracts presently in existence and that such abstracts shall be placed with the escrow hereinafter provided and shall be turned to the Buyers, but Sellers shall not be required to provide other evidence of title of any kind whatsoever. The Buyers, nevertheless, shall be entitled to procure at their own expense such title evidence as they may desire, and should such title evidence disclose any defect, making title to said premises or any part thereof unmarketable, Sellers agree to cure such defects within a reasonable time after being notified thereof.

574

INSTRUMENT No. 241008

This Indenture, Made this 23 day of December in the year of Our Lord One Thousand Nine Hundred and Thirty-Five, between LARS P. HANSEN and DORTHEA HANSEN husband and wife of Lago, County of Bannock, State of Idaho, the parties of the first part, and EMIL M. HANSEN, of Lago, County of Bannock, 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 AND NO/100 ($1.00) Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged by these presents, Grant Bargain, Sell and Convey and Confirm unto 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 Bannock, State of Idaho, bounded and more particularly described as follows, to-wit:

The East half of the Northwest quarter of the Northwest Quarter and the East half of the Northwest Quarter of Section six, Township 11 South, Range 41 East of the Boise Meridian, in Idaho, containing 100 acres.

The Northwest quarter of Section 21, Township 11 South, Range 41 East of the Boise Meridian, in Idaho, containing 160 acres.

West half of the Southwest quarter and the Southeast quarter of the Southwest quarter of Section 16, Township 11 South, Range 41 East of the Boise Meridian, in Idaho, containing 120 acres.

Together with all ditch and water rights, however evidenced, used upon any of the property above described or appertaining thereto.

(89.90 I. R. S. attached to Deed and cancelled.)

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

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances and privileges thereunto 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 warrant the said premises in the quiet and peaceable possession of the said party of the second part, and to his heirs and assigns against the said parties 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 in 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

Alvin Whitehead

Lars P. Hansen.

Dorthea Hansen.

STATE OF IDAHO,)
) ss.
County of Bannock)

On this 23 day of December, in the year 19 35, before me, Alvin Whitehead a Notary Public in and for said County and State, personally appeared LARS P. HANSEN and DORTHEA HANSEN, 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.

Alvin Whitehead, Notary Public
Residence: Grace, Idaho.

(SEAL)

I hereby certify that the instrument was filed for record at the request of Emil Hansen, Lago Idaho. at 45 minutes past 2 o'clock P. M. this 6 day of Dec. A. D. 1945, in Book 94 of Deeds, at page 574.

Anna Keefe, Ex-Officio Recorder By Deputy.

Fee $1.20

INSTRUMENT No.

This Indenture, M
One Thousand Nine Hundred and
of
first part, and M. V. Higgin
of Bancroft
second part
WITNESSETH That the s
Thirty six hundred
Lawful money of the United States
whereof is hereby acknowledged
by these presents, Grant Bargain,
his
being in the County of Bannock, S

The Southw
and the South Half
Township Six South
containing one hundre
two rods west from
Northwest Quarter of
Eight, East of the
Section a distance
the line of the Fe
direction along th
inches West from
West Quarter of s
line between the
Quarter of the So
thirty-three rods
right of way of a
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one acre of land,
Northwest quarter o
Six South of Rang

($2.75 I.

Together with, all and singu
and profits there
TO HAVE AND TO HOL
the said party of the secon
heirs successors
his heirs a
persons whomsoever, la
IN WITNESS WHEREOF,
and to their first above wri
SEALED AND DELIVERED I

Willard Call.

STATE OF IDAHO,
County of Bannock
On this 13th
in and
who executed the within instrume
IN WITNESS WHEREOF
written

SEAL

I hereby certify that this i
at 15 minutes
A. D. 1945, in Book
Fee $1.60

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT, made and entered into this 22nd day of May, 1968, by and between Emil M. Hansen and Lorette S. Hansen, husband and wife, of Grace, Caribou County, Idaho, hereinafter called Sellers, and Reid E. Hansen and Kathy Hansen, husband and wife, of Grace, Caribou County, Idaho, hereinafter called Buyers,-

WITNESSETH: That Sellers agree to sell to the Buyers, and Buyers agree to buy from the Sellers, for the purchase price hereinafter named and on the terms and conditions hereinafter contained, the following described property situated in Caribou County, Idaho, to-wit:

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

Section 6: Lot 3, E½ of Lot 4, SE¼NW¼, EXCEPT THEREFROM, Beginning at the Southwest corner of the E½ of Lot 4, and running thence North 777 feet, more or less, along the West line of said E½ of Lot 4, to a point on the West boundary of the Irrigation Canal; thence Southeasterly along the West boundary of said Irrigation Canal 874.5 feet, more or less, to a point on the South line of said E½ of Lot 4, which point is 396 feet from the point of beginning; thence West 396 feet to the point of beginning.

Section 16: W½SW¼, SE¼SW¼, [redacted]

Section 21: N½.

Sections 20 and 21: A tract located in S½SW¼ of said Section 21, and in the SE¼SE¼, Section 20, more particularly described as follows:
Beginning at the Southeast corner of the SW¼ of Section 21, and running
thence North along the longitudinal center line of said Section a distance of 1320 feet, to the South one-sixteenth corner of said Section;
thence West along the South one-sixteenth line a distance of 1,435.5 feet;
thence Southwesterly a distance of 363 feet to a point which is 231 feet South of said South one-sixteenth line;
thence South 33 feet;
thence Southwesterly a distance of 1904 feet to a point on the South boundary line of said Section 20, which point is 660 feet West of the Southeast corner of said Section 20;
thence East following the South boundary lines of said Sections 20 and 21, a distance of 3,300 feet to the point of beginning.

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

64641

STATE OF IDAHO } ss
County of Caribou }
I hereby certify that this instrument was filed at the request of Reid E Hansen at 1:05 o'clock P M
this 25th day of May 1968 in my office and
duly recorded in Miscellaneous Records Caribou County
No. 64641 Kenneth M Fowler
By Lydia Ellett Fee 3.90

ASSIGNEE:

/s/ Wayne H. Hansen
WAYNE HANSEN

STATE OF IDAHO)
: ss
County of Caribou)

On this 23 day of September, 1986, before me, the undersigned Notary Public personally appeared LORETTE S. HANSEN and WAYNE HANSEN, 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.

NOTARY PUBLIC FOR IDAHO
Residing at Soda Springs
Comm. Expires: 2-22-88

(SEAL)

CORRECTED ASSIGNMENT

Corrects Instrument No. 129573

LORETTE S. HANSEN , a widow, of Grace, Caribou County, Idaho, as Assignor, does hereby grant, assign, transfer, gift and convey to WAYNE HANSEN, of Grace, Caribou County, Idaho, as Assignee, all of her right, title and interest in and to that real property described below and to the proceeds to which she is entitled under that Contract of Sale of Real Property, dated May 22, 1968, between Emil M. Hansen and Lorette S. Hansen, husband and wife, as Sellers, and Reid Hansen and Kathy Hansen, husband and wife, of Grace, Caribou County, Idaho, as Buyers, recorded on September 25, 1968 as instrument No. 64641, records of Caribou County, Idaho, which said contract deals with the following described property, located in Caribou County, Idaho:

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.

Said assignment and transfer is made subject to the above mentioned Contract of Sale of Real Property and subject to any encumbrances thereon and subject to any previous assignment of proceeds from Assignor to any third party, and in consideration for the love and affection which the Assignor has for her son Wayne Hansen, the Assignee.

The Assignee does hereby accept said transfer of proceeds and Assignor's interest in the above described real property, subject to existing encumbrances and previous assignments by Assignor, if any.

DATED: This 23 da

STATE OF IDAHO)
: ss
County of Caribou)

On this 23 day o
undersigned Notary Publi
HANSEN and WAYNE HANSEN,
names are subscribed to
acknowledged to me that

IN WITNESS WHEREOF,
affixed my official seal
written.

(SEAL)

STATE OF ID
County of Ca
I Hereby cert
at the reques
at 3:25 o'c

MICROFILM SYSTEMS 3M

ASSIGNMENT

LORETTE S. HANSEN, a widow, of Grace, Caribou County, Idaho, as Assignor, does hereby grant, assign, transfer and convey to WAYNE HANSEN, of Grace, Caribou County, Idaho, as Assignee, all her right, title and interest in and to that real property described below and to the proceeds to which she is entitled under that Contract of Sale of Real Property, dated May 22, 1968, between Emil M. Hansen and Lorette S. Hansen, husband and wife, as Sellers and Reid Hansen and Kathy Hansen, husband and wife, of Grace, Caribou County, Idaho, as Buyers, recorded on September 25, 1968 as instrument No. 64641, records of Caribou County, Idaho, which said contract deals with the following described property, located in Caribou County, Idaho:

Township 11 South Range 41 East of the Boise Meridian:

Section 16: SE¼SW¼, EXCEPT THEREFRON, 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 THEREFRON, 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.

Said assignment and transfer is made subject to the above mentioned Contract of Sale of Real Property and in consideration for the love and affection which the Assignor has for her son Wayne Hansen, the Assignee, and for the reason that the Assignee has agreed to provide for and support the Assignor during the remainder of her lifetime.

The Assignee does hereby accept said transfer of proceeds and Assignor's interest in the above described real property and agrees that he will provide for and support the Assignor for the remainder of her lifetime in consideration of said transfer and assignment.

DATED: This 23 day of September, 1984.

109773

ASSIGNOR:

Lorette S. Hansen
LORETTE S. HANSEN

STATE OF IDAHO)
: ss
County of Caribou)

On this 23 day of Sep
undersigned Notary Public per
HANSEN and WAYNE HANSEN, know
names are subscribed to the f
acknowledged to me that they

IN WITNESS WHEREOF, I ha
affixed my official seal the
written.

(SEAL)

STATE OF IDAHO }
County of Caribou } ss

I Hereby certify that the Instrument was filed at the request of Hyde & Nelson at 4:55 o'clock P. M. this 24th day of September, 19 84 in my office and duly recorded in Microfilm Records

Lorette S. Hansen

MICROFILM SYSTEMS 3M

North
Section Line
T11S R41E Sec 16 NWSW
Section Line
East

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;
#1 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.

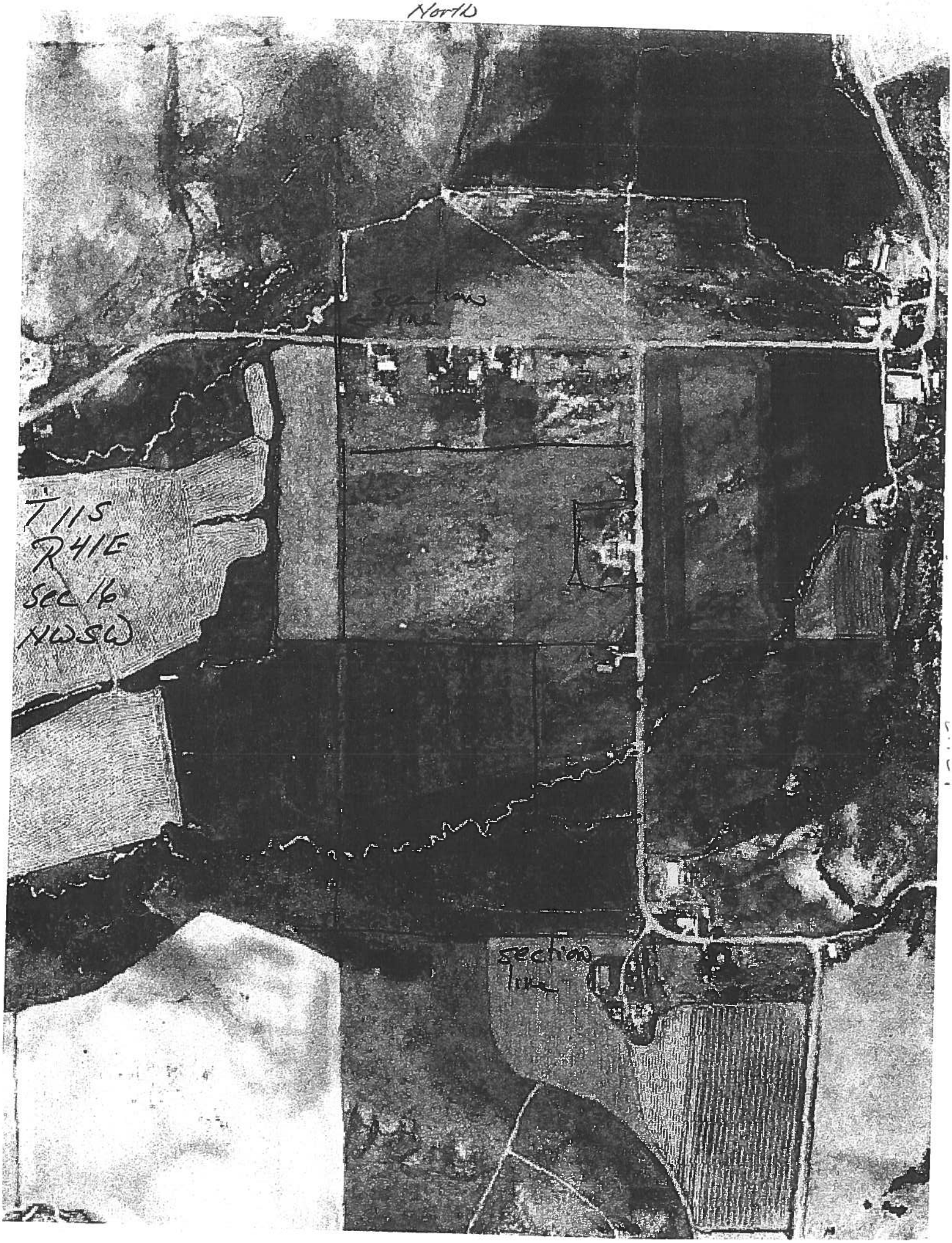
ALSO, EXCEPT THEREFROM Beginning at a point 1317.6 feet North and East 462.50 feet from the Southwest corner of said Section 16, and running
#2 thence South 620.50 feet, more or less, to the fence;
thence North 78°16'06" East 420 feet;
thence North 536 feet;
thence South 89°52'30" West 411.227 feet, 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
#3 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

North



Order No. 5143

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 parties 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 W½SW¼.

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 have hereunto set* their *hand s and seal s the day and year first above written.*

Signed, Sealed and Delivered in the Presence of

Lorett S. Hansen [Seal]

Reid E. Hansen [Seal]

Kathy Hansen [Seal]

[Seal]

STA
County of
On
the
Lore
be the person
IN
above writte

Fee $2.00

Order No. 8970

169462

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 32 inches 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.

STATE OF IDAHO }
County of Caribou } ss 169462
I hereby certify that this instrument was filed at the request of Caribou Title
at 9:15 o'clock A m this 16 day of September, 2003 in my office and duly recorded official Records
Recorder Edie Bush
Signature Denise Horsley Deputy

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]

FAX NOTE!

TO: Shelley Keen

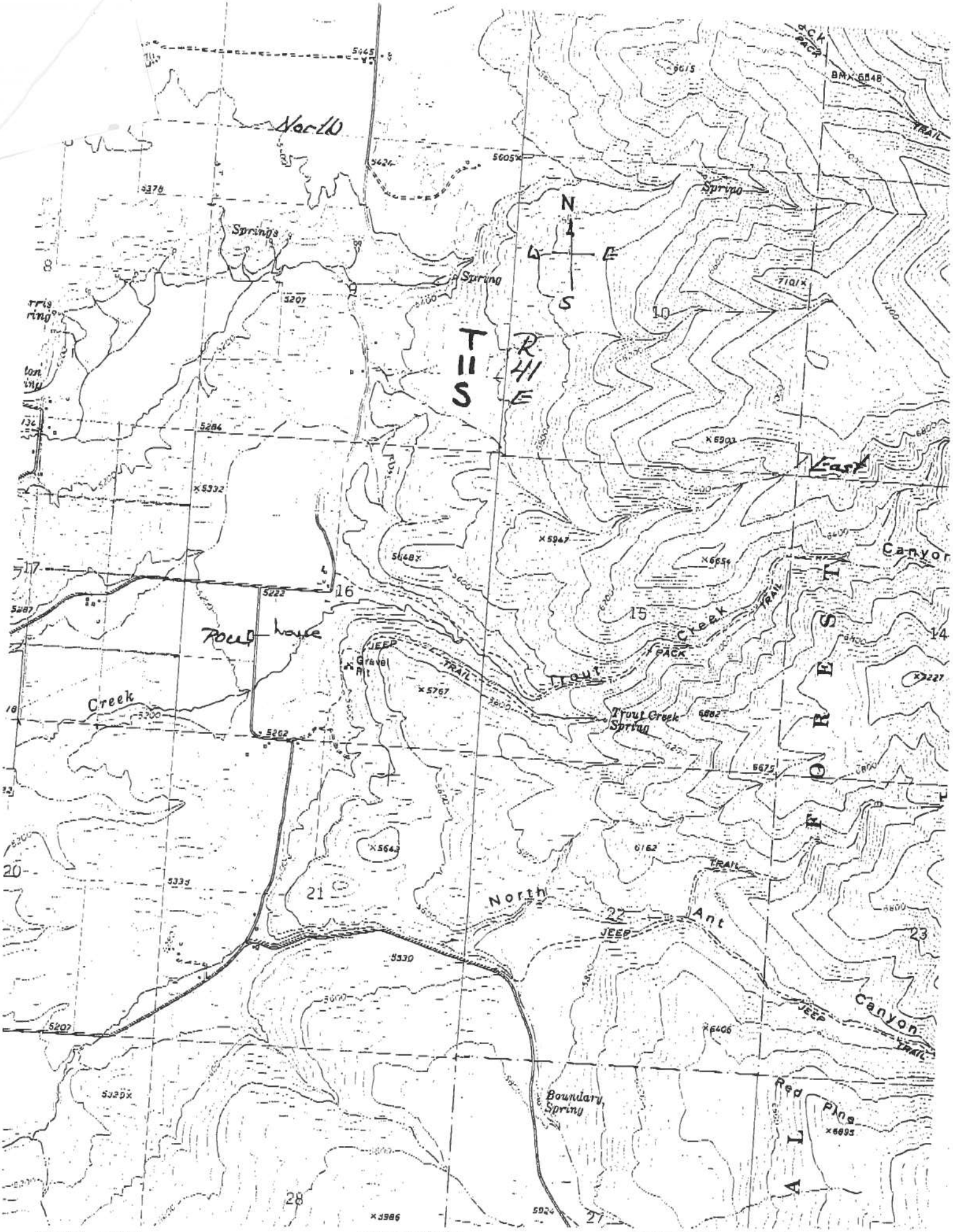
ATTENTION:

FAX NUMBER: 208 287 6700 — (208) 425-3767

TOTAL PAGES (INCL. THIS ONE)

FROM: Debbie Shupe

208 317 4113 17 pgs


T11S
R41E
Springs
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Jeep
Trail
Boundary Spring
Red Pine
Trail
Canyon
Creek
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Trail

Paul Shupe,

The Trout Creek Culinary Water Company will allow you a temporary and conditional domestic water hookup. The conditions are as follows:

1. Dee Farnsworth must agree, in writing, to let you use his hook up. The company will continue to bill Mr.Farnworth as the legal owner. You must agree to allow the company to discontinue this service upon Mr. Farnsworth's request.
2. You must also procure an easement to cross the property of Mr. John Hall.
3. You must demonstrate to the board of directors and/or our compliance officer Mike Johnson that the well has been completely and permanently separated from the home's plumbing before our system is attached to the residence.
4. You will have to cover all the costs for digging the water line and tapping into our line including an approved distribution value and labor to install it. The ownership of the value will be subsequently and permanently turned over to the company.
5. The distribution value instillation and the main line connection to the home must be inspected and approved by the board and/or Mr. Johnson before they are buried.
6. You must accept and conform to all the terms of the company's by laws and owners agreement for the full term of this arrangement.
7. If the company is eventually able to negotiate a water transfer with The Department of Water Resources you will agree to make the trade outlined by Harold Jones and offered to you initially in February. To reiterate, that trade was to be ten acres of irrigation water plus 0.10 cfs for the ownership of this hook up.

Board of Directors

Dr. Ronald Hamm
President Trout Creek Water Inc

Signed: Date:

03/26/2008 09:18 2084253767 LUNDUN DRUG PAGE 03/18

CORRECTED ASSIGNMENT

~~Corrects Instrument No. 129573~~

~~LORETTA S. HANSEN~~ , a widow, of Grace, Caribou County, Idaho, as Assignor, does hereby grant, assign, transfer, gift and convey to ~~WAYNE HANSEN~~, of Grace, Caribou County, Idaho, as Assignee, all of her right, title and interest in and to that real property described below and to the proceeds to which she is entitled under that Contract of Sale of Real Property, dated May 22, 1968, between Emil M. Hansen and Loretta S. Hansen, husband and wife, as Sellers, and Reid Hansen and Kathy Hansen, husband and wife, of Grace, Caribou County, Idaho, as Buyers, recorded on September 25, 1968 as instrument No. 64641, records of Caribou County, Idaho, which said contract deals with the following described property, located in Caribou County, Idaho:

~~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.

Said assignment and transfer is made subject to the above mentioned Contract of Sale of Real Property and subject to any encumbrances thereon and subject to any previous assignment of proceeds from Assignor to any third party, and in consideration for the love and affection which the Assignor has for her son Wayne Hansen, the Assignee.

The Assignee does hereby accept said transfer of proceeds and Assignor's interest in the above described real property, subject to existing encumbrances and previous assignments by Assignor, if any.

1

DATED: This 23

STATE OF IDAHO)
: ss
County of Caribou)

On this 23 day
undersigned Notary Publ
HANSEN and WAYNE HANSEN
names are subscribed to
acknowledged to me that

IN WITNESS WHEREOF,
affixed my official seal
written.

(SEAL)

STATE OF ID
County of Ca
I Hereby cert
at the request
at 3:25 o'c

2

MICROFILM SYSTEMS 3M

ASSIGNMENT

LORETTE B. HANSEN, a widow, of Grace, Caribou County, Idaho, as Assignor, does hereby grant, assign, transfer and convey to WAYNE HANSEN, of Grace, Caribou County, Idaho, as Assignee, all her right, title and interest in and to that real property described below and to the proceeds to which she is entitled under that Contract of Sale of Real Property, dated May 22, 1968, between Emil M. Hansen and Lorette E. Hansen, husband and wife, as Sellers and Reid Hansen and Kathy Hansen, husband and wife, of Grace, Caribou County, Idaho, as Buyers, recorded on September 25, 1968 as instrument No. 64641, records of Caribou County, Idaho, which said contract deals with the following described property, located in Caribou County, Idaho:

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

Section 16: SESW, 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.

Said assignment and transfer is made subject to the above mentioned Contract of Sale of Real Property and in consideration for the love and affection which the Assignor has for her son Wayne Hansen, the Assignee, and for the reason that the Assignee has agreed to provide for and support the Assignor during the remainder of her lifetime.

The Assignee does hereby accept said transfer of proceeds and Assignor's interest in the above described real property and agrees that he will provide for and support the Assignor for the remainder of her lifetime in consideration of said transfer and assignment.

DATED: This 23 day of September, 1988.

ASSIGNOR:

Lorette B. Hansen
LORETTE B. HANSEN

STATE OF IDAHO)
: ss
County of Caribou)

On this 23 day of Sep
undersigned Notary Public per
HANSEN and WAYNE HANSEN, know
names are subscribed to the f
acknowledged to me that they

IN WITNESS WHEREOF, I ha
affixed my official seal the
written.

(SEAL)

STATE OF IDAHO)
County of Caribou) ss

I hereby certify that the foregoing was filed at the request of Lorette B. Hansen at 11:55 o'clock A.M. this 26th day of September, 1988, in my office and duly recorded.

Fee $4.00

Dyra S. Larsen

MICROFILMED

ASSIGNEE:

WAYNE HANSEN

STATE OF IDAHO)
: ss
County of Caribou)

On this 23 day of September, 1986, before me, the undersigned Notary Public personally appeared LORETTE S. HANSEN and WAYNE HANSEN, 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.

NOTARY PUBLIC FOR IDAHO
Residing at Soda Springs
Comm. Expires:

(SEAL)

03/26/2008 09:18 2084253767 LONDON DRUG PAGE 06/18

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT, made and entered into this 22nd day of May, 1968, by and between Emil M. Hansen and Lorette S. Hansen, husband and wife, of Grace, Caribou County, Idaho, hereinafter called Sellers, and Reid E. Hansen and Kathy Hansen, husband and wife, of Grace, Caribou County, Idaho, hereinafter called Buyers,-

WITNESSETH: That Sellers agree to sell to the Buyers, and Buyers agree to buy from the Sellers, for the purchase price hereinafter named and on the terms and conditions hereinafter contained, the following described property situated in Caribou County, Idaho, to-wit:

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

Section 6: Lot 3, E½ of Lot 4, SE¼NW¼, EXCEPT THEREFROM, Beginning at the Southwest corner of the E½ of Lot 4, and running thence North 777 feet, more or less, along the West line of said E½ of Lot 4, to a point on the West boundary of the Irrigation Canal; thence Southeasterly along the West boundary of said Irrigation Canal 874.5 feet, more or less, to a point on the South line of said E½ of Lot 4, which point is 396 feet from the point of beginning; thence West 396 feet to the point of beginning.

Section 16: W½SW¼, SE¼SW¼, [illegible]

Section 21: N½.

Sections 20 and 21: A tract located in S½SW¼ of said Section 21, and in the SE¼SE¼, Section 20, more particularly described as follows:
Beginning at the Southeast corner of the SW¼ of Section 21, and running
thence North along the longitudinal center line of said Section a distance of 1320 feet, to the South one-sixteenth corner of said Section;
thence West along the South one-sixteenth line a distance of 1,435.5 feet;
thence Southwesterly a distance of 363 feet to a point which is 231 feet South of said South one-sixteenth line;
thence South 33 feet;
thence Southwesterly a distance of 1904 feet to a point on the South boundary line of said Section 20, which point is 660 feet West of the Southeast corner of said Section 20;
thence East following the South boundary lines of said Sections 20 and 21, a distance of 3,300 feet to the point of beginning.

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

64641

STATE OF IDAHO
County of Caribou } ss

I hereby certify that this instrument was filed at the request of Reid E Hansen at 1:05 o'clock P M in this 23rd day of May 1968 in my office and duly recorded in Mirror Book 5 Records of Caribou County
No. 64641
Kenneth M Fowler
By Lythel Gallant Fee 3.90

05/26/2008 09:18 2084253767 LONDON DRUG PAGE 07/18

Together with 100 shares each of the stock of Last Chance Canal Co., Ltd., Bench Canal Co., and Niter Canal Co., and also any water or water rights appertenant to said premises.

Also, the following described machinery and equipment, the undepreciated value of which is $16,408.96;

Barn and granary
Three-way plow
Scraper
Mower
Weeder
Rake
Grain drill
Post hole digger
Fertilizer spreader
Irrigation - underground pipe
Irrigation - surface pipe
Baler
Irrigation system
Farm hand on truck
Irrigation pump and motor
Sprinkling system main line
One-eighth mile sprinkler pipe
Sprinkler pipe wagon
Calf squeeze

All for a total sum and purchase price of $77,700.00 to be paid as follows:

$43,406.93 by assumption of a portion of a Federal Land Bank loan covering the above described premises and other real estate, and the balance of $34,293.07, to be paid, without interest, in installments of not less than $2,000.00 annually, the first such payment to be made on the 15th day of December, 1969, and subsequent payments to be made on the 15th day of December in each year thereafter until said purchase price has been fully paid, the final payment to be due and payable on the 15th day of December, 1986, if not sooner paid.

It is hereby understood and agreed that Sellers shall pay all taxes, levies and assessments of every kind and nature whatsoever for 1967 and prior years, and Buyers shall pay all taxes, levies and assessments of every kind and nature whatsoever for 1968 and subsequent years, the same to be paid when due and before the same shall become delinquent.

It is understood and agreed that said premises are covered by abstracts presently in existence and that such abstracts shall be placed with the escrow hereinafter provided and shall be turned to the Buyers, but Sellers shall not be required to provide other evidence of title of any kind whatsoever. The Buyers, nevertheless, shall be entitled to procure at their own expense such title evidence as they may desire, and should such title evidence disclose any defect, making title to said premises or any part thereof unmarketable, Sellers agree to cure such defects within a reasonable time after being notified thereof.

03/26/2008 09:18 2084253767 LONDON DRUG PAGE 08/18

574

Instrument No. 241008

WARRANTY DEED

This Indenture, Made this 23 day of December in the year of this Lord One Thousand Nine Hundred and Thirty-Five between LARS P. HANSEN and DORTHEA HANSEN husband and wife Lago, County of Bannock, State of Idaho, the parties of the first part, and EMIL M. HANSEN, of Lago, County of Bannock, 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 AND NO/100 ($1.00)

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, for these presents, do grant, bargain, sell and convey and confirm unto said party of the second part, and to his heirs and assigns forever All that certain lot, parcel or parcels of land situate, lying and being in the County of Bannock, State of Idaho, bounded and more particularly described as follows, towit:

The East half of the Northwest quarter of the Northeast quarter and the East half of the Northwest quarter of Section Six, Township 11 South, Range 41 East of the Boise Meridian, in Idaho, containing 100 acres.

The Northwest quarter of Section 21, Township 11 South, Range 41 East of the Boise Meridian, in Idaho, containing 160 acres.

West half of the Southwest quarter and the Southeast quarter of the Southwest quarter of Section 16, Township 11 South, Range 41 East of the Boise Meridian, in Idaho, containing 120 acres.

Together with all ditch and water rights, however evidenced, used upon any of the property above described or appertaining thereto.

($2.90 I. R. S. attached to Deed and cancelled.)

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

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances and privileges thereunto belonging 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 warrant the said premises in the 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 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 parties of the first part have hereunto set their hands and seals the day and year last above written.

Signed, sealed and delivered in the presence of

Alvin Whitehead

Lars P. Hansen.

Dorthea Hansen.

STATE OF IDAHO,)
County of Bannock)

On this 23 day of December, in the year 19 35, before me, Alvin Whitehead a Notary Public in and for said County and State, personally appeared LARS P. HANSEN and DORTHEA HANSEN, 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.

Alvin Whitehead, Notary Public
Residence: Grace, Idaho.

I hereby certify that the foregoing instrument was filed for record at the request of Emil Hansen, Lago Idaho, at 45 minutes past 2 o'clock P. M. this 6 day of Jan. A. D. 19 45, in Book 90 of Deeds, at page 574.

Fee, $1.20 Anna Keefe, Recorder By Deputy.

574

INSTRUMENT No. 201008

WARRANTY DEED

This Indenture, Made this 2) day of December in the year of the Lord the Nineteen Hundred and Thirty-Five between LARS P. HANSEN and DORTHEA HANSEN husband and wife of Lago, County of Bannock, State of Idaho, the parties of the first part, and EMIL M. HANSEN, of Lago, County of Bannock, 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 AND NO/100 ($1.00)

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, by these presents do grant, bargain, sell and convey and confirm unto said party of the second part, and to his heirs and assigns forever, All the following described piece or parcels of land situate, lying and being in the County of Bannock, State of Idaho, bounded and more particularly described as follows, to-wit:

The East Half of the Northwest quarter of the Northeast Quarter and the East half of the Northwest Quarter of Section six, Township 11 South, Range 41 East of the Boise Meridian, in Idaho, containing 100 acres.

The Northwest quarter of Section 21, Township 11 South, Range 41 East of the Boise Meridian, in Idaho, containing 160 acres.

West half of the Southwest quarter and the Southeast quarter of the Southwest quarter of Section 16, Township 11 South, Range 41 East of the Boise Meridian, in Idaho, containing 120 acres.

Together with all ditch and water rights, however evidenced, used upon any of the property above described or appertaining thereto.

(89.50 I. & S. attached to Deed and cancelled.)

Together with, all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining. TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances and privileges thereunto belonging or in anywise appertaining, unto the said party of the second part, and to his heirs and assigns forever. And the said parties of the first part, for themselves and their heirs, executors and administrators, do covenant to and with the said party of the second part, and to his heirs and assigns, that they are the true and lawful owners of the said premises and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances whatsoever, and that they will warrant and defend the same from and against all and every person or persons whomsoever, lawfully claiming or to claim the same. And that the said parties of the first part, and their heirs, all and every such person or persons so claiming or to claim shall and will warrant and 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

Alvin Whitehead — Lars P. Hansen.

Dorthea Hansen.

STATE OF IDAHO, County of Bannock } ss.

On this 21 day of December, in the year 19 35, before me, Alvin Whitehead, a Notary Public in and for said County and State, personally appeared LARS P. HANSEN and DORTHEA HANSEN, 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.

Alvin Whitehead, Notary Public
Residence: Grace, Idaho.

(Seal)

I hereby certify that the instrument was filed for record at the request of Emil Hansen, Lago Idaho.
at 45 minutes past 2 o'clock P. M., this 6 day of Dec. A. D. 19 45, in Book 74 of Deeds, at page 574.
Fee $1.20 Anna Keefe, Ex-Officio Recorder By Deputy.

This Indenture, M
[illegible] and Mrs. and M. V. Higgin
of Bancroft
[illegible] That the
Thirty six hundred
[illegible] The South
and the South half
Township Six South
containing one hundre
two rods west from
northeast quarter of
eighty, East of the
section a distance
thirty-three feet
direction along
inches West from
West Quarter of
thirty-three rods
quarter of the Sou
Thirty-three rods
right of way of
ing from the above
one acre of land,
Northeast quarter
Six South of Rang
($8.70 I.

Together with, all and singular
[illegible] TO HAVE AND TO HOLD
[illegible] said party of the
[illegible] heirs
[illegible] IN WITNESS WHEREOF,
[illegible] and seals the day
Willard Coil.

STATE OF IDAHO,
County of Bannock
On this 13th
[illegible]
IN WITNESS WHEREOF,
[illegible]

I hereby certify that this
at 10 minutes
A. D. 1945, in Book
Fee $1.80

03/26/2004 09:18 2084253/6/ LONDON DRUG PAGE 10/18

Order No. 8970

169462

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 32 inches 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.

Farnsworth → Lofthouse
0.64 cfs
Priority 5/1/1899
Deed date 1982

STATE OF IDAHO } ss 169462
County of Caribou }
I hereby certify that this instrument was filed at the request of Caribou Title at 9:15 o'clock a m this 16 day of September, 2009 in my office and duly recorded official Records
Recorder Edly Bush
Signature Deputy

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)

03/26/2008 09:18 2084253767 LONDON DRUG PAGE 11/18

Order No. 6145

Warranty Deed

THIS INDENTURE, Made this 15th day of April in the year of our Lord One Thousand Nine Hundred and Seventy-six, between Loretta 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 N. 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:

.8 cfs

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

Section 16: The South 2173.3 feet of the W½W½.

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.

Hansen → Farnsworth

0.8 cfs priority 5/1/1899

Deed date 1976

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 have hereunto set their hand s and seal s the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Loretta S. Hansen [Seal]

Reid E. Hansen [Seal]

Kathy Hansen [Seal]

[Seal]

Fee $ 2.00

114848

4:30 Dec. 15 Caribou Title Co.

2.00 Stamps Paterson

NOTICE OF CONTRACT

TO WHOM IT MAY CONCERN:

NOTICE is hereby given that JAMES D. LOFTHOUSE and LAVONNA LOFTHOUSE, husband and wife, of Grace, Caribou County, Idaho, are purchasing from FRANKLIN DEE FARNSWORTH and EILEEN FARNSWORTH, husband and wife, the following described property, located in Caribou County, Idaho, 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 the Southwest corner of said Section 16, and running
thence North 1605.7 feet;
thence East 1320 feet;
thence South 1,331.58 feet;
thence South 78°16'06" West 1346.16 feet,
to the point of beginning.

Together with 32 inches of Trout Creek water.

DATED: December 15 1982

JAMES D. LOFTHOUSE

LAVONNA LOFTHOUSE

STATE OF IDAHO)
:ss
County of Caribou)

On this 15th day of December, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared James D. Lofthouse and LaVonna Lofthouse, 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.

NOTARY PUBLIC for the State of Idaho.
Residing at: Soda Springs, Idaho
Commission expires:

03/26/2008 09:18 2084253761 LUNDUN DRUG PAGE 13/18

Lofthouse started w/ 0.64 cfs of only 13-772A

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:

0.64 cfs

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;
#1
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
#2
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
#3
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

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

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

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

Signature Deputy

REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

REALTOR®

EQUAL HOUSING OPPORTUNITY

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT, INCLUDING THE GENERAL PRINTED PROVISIONS AND ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING

ID# 125262

DATE July 16, 2003

1. REAL ESTATE OFFICES:

LISTING AGENCY Flinders Realty & Exchange, Inc. Office Phone # 208-766-7653

Office Fax # 208-766-2554 E-Mail _____ Other Phone # _____

Listing Agent Mandy Mason/Brad Fisher Phone # 208-766-7653

SELLING AGENCY Flinders Realty & Exchange, Inc. Office Phone # 208-766-7653

Office Fax # 208-766-2554 E-Mail _____ Other Phone # _____

Selling Agent Mandy Mason/Brad Fisher Phone # 208-766-7653

2. BUYER: Lyle Paul Shupe & Debra P. Shupe (Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PREMISES" **COMMONLY KNOWN AS** 2322 Lago Liberty Rd. City Grace County Caribou ID, Zip 83252

legally described as: ☒ Approx. 30 acres and manufactured home

OR ☒ Legal Description Attached as addendum # 1 **(Addendum must accompany original offer.)**

3. TOTAL PURCHASE PRICE: Sixty Five Thousand and no/100's **DOLLARS,**

$ 65,000.00 payable upon the following **TERMS AND CONDITIONS** (not including closing costs) :

4. FINANCIAL TERMS: Note: A+C+D+E must add up to total purchase price, except for 100% financing.

$ 500.00 **(A) EARNEST MONEY:** BUYER hereby deposits Five Hundred and no/100's DOLLARS as Earnest Money evidenced by: ☐ cash ☒ personal check ☐ cashier's check ☐ note due ☐ other _____ and a receipt is hereby acknowledged. Earnest Money to be deposited in trust account upon acceptance by all parties and shall be held by: ☒ Listing Broker ☐ Selling Broker ☐ other NA for the benefit of the parties hereto, and Tom L. Flinders (Broker) shall hold the completely executed Broker's copy of this Agreement.

The responsible Broker shall be Tom L. Flinders

(B) ALL CASH OFFER: ☐NO ☐YES If this is an all cash offer do not complete lines 34 through 52, fill blanks with N/A (Not Applicable). FUNDS MAY NOT BE OBTAINED FROM FINANCING UNDER THIS OPTION. BUYER agrees to provide SELLER within _____ business days from the date of this agreement, evidence of sufficient funds and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to a copy of a recent bank or financial statement or contract(s) for the sale of BUYER'S current residence or other property to be sold.

$ 64,500.00 **(C) NEW LOAN PROCEEDS:** This Agreement is contingent upon BUYER obtaining: ☐FHA ☐ VA ☒CONVEN ☐IHFA ☐RD ☐OTHER NA **FIRST LOAN** of $ 64,500.00 not including mortgage insurance, with interest not to exceed 8 % for a period of 20 year(s) at: ☐fixed rate ☐other NA. BUYER shall pay no more than NA point(s) plus origination fee if any. SELLER shall pay no more than NA point(s). Any reduction in points shall first accrue to the benefit of the ☐BUYER ☐SELLER ☐ Divided Equally ☒ N/A

BUYER ☐ has applied ☒ shall apply for such loan within 10 business day(s) of SELLER'S acceptance. Within 15 business days of final acceptance of all parties, BUYER agrees to furnish SELLER with a **written loan commitment showing lender approval of credit report, income verification, debt ratios and subject only to satisfactory appraisal and final lender underwriting.** If such written commitment is not received by SELLER within the strict time allotted, SELLER may at their option cancel this agreement by notifying BUYER in writing of such cancellation. If an appraisal is required by lender, **the property must appraise at not less than purchase price** or BUYER'S Earnest Money may be returned at BUYER'S request.

FHA / VA. If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the property described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the property of not less than the sales price as stated in the contract. BUYER shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the property. BUYER should satisfy himself/herself that the price and condition of the property are acceptable. It is agreed that any item included in section 7 is of nominal value less than $100.

$ NA **(D) ADDITIONAL FINANCIAL TERMS:**

☐ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 5).

☐ Additional financial terms are contained in a **FINANCING ADDENDUM** of same date, attached hereto, signed by both parties.

$ 64,500.00 **(E) APPROXIMATE FUNDS DUE AT CLOSING:** Cash at closing, **not including closing costs,** to be paid by BUYER at closing, in GOOD FUNDS, which includes: **cash, electronic transfer funds, certified check or cashier's check.** Any net difference between the approximate balances of the loan(s) shown above, which are to be assumed or taken subject to, and the actual balances of said loan(s) at closing of escrow shall be adjusted in ☒Cash ☐Other: _____.

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03/26/2008 09:18 2084253767 LONDON DRUG PAGE 16/18

PROPERTY ADDRESS: 2322 Lago Liberty Road, Grace, ID ID#: 125262

5. OTHER TERMS AND/OR CONDITIONS: NA

6. OCCUPANCY: BUYER ☒ does ☐ does not intend to occupy property as BUYER'S primary residence.

7. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the property are INCLUDED IN THE PURCHASE PRICE (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all attached floor coverings, attached television antennae, satellite dish and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, built-in and "drop-in" ranges (but excepting all other ranges), fuel tanks and [illegible] used in connection with the premises and shall be included in the sale unless otherwise provided herein.

The following additional items are specifically:

(A) INCLUDED IN THIS SALE: Range, refrigerator, dishwasher, wood stove, ~~all water rights, spring rights~~ gas, oil & mineral rights which seller had interest is. Irrigation equipment to include pipe, mainline and connection.

(B) EXCLUDED IN THIS SALE: All personal property, farm equipment, old cars. These shall be removed before closing. With the exception of the three combines, which seller has until closing to sell or remove. If seller does not move the combines by closing they become property of the buyer.

8. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects, which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

9. TITLE INSURANCE:

(A) TITLE COMMITMENT: Prior to closing the transaction, ☒ SELLER or ☐ BUYER shall furnish to BUYER a commitment of a title insurance policy showing the condition of the title to said premises. BUYER shall have 3 business day(s) from receipt of the commitment or not less than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said premises is not marketable, or cannot be made so within business day(s) after notice containing a written statement of defect is delivered to SELLER, BUYER'S Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

(B) STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER. **The risk assumed by the title company in the standard coverage policy is limited to matters of public record.**

(C) EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy): The lender may require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. **This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.**

(D) EXTENDED COVERAGE OWNER'S POLICY: A standard title policy does not cover certain potential problems or risks such as liens (i.e. a legal claim against premises for payment of some debt or obligation, boundary disputes, claims of easement and other matters of claims if they are not of public record at time of closing.) However, under Idaho law, such potential claims against the premises may have become legal obligations before the purchase of the home and yet may not be of public record until after the purchase. It is recommended that BUYER talk to a title company about what it offers in the way of extended coverage title policies and endorsements. **This extended coverage owner's policy is for the benefit of the owner and provides similar coverage like provided by the extended coverage lender's policy.**

Extended Coverage Owner's Policy requested ☐Yes ☒No. Additional premium paid by: ☐BUYER ☐SELLER.

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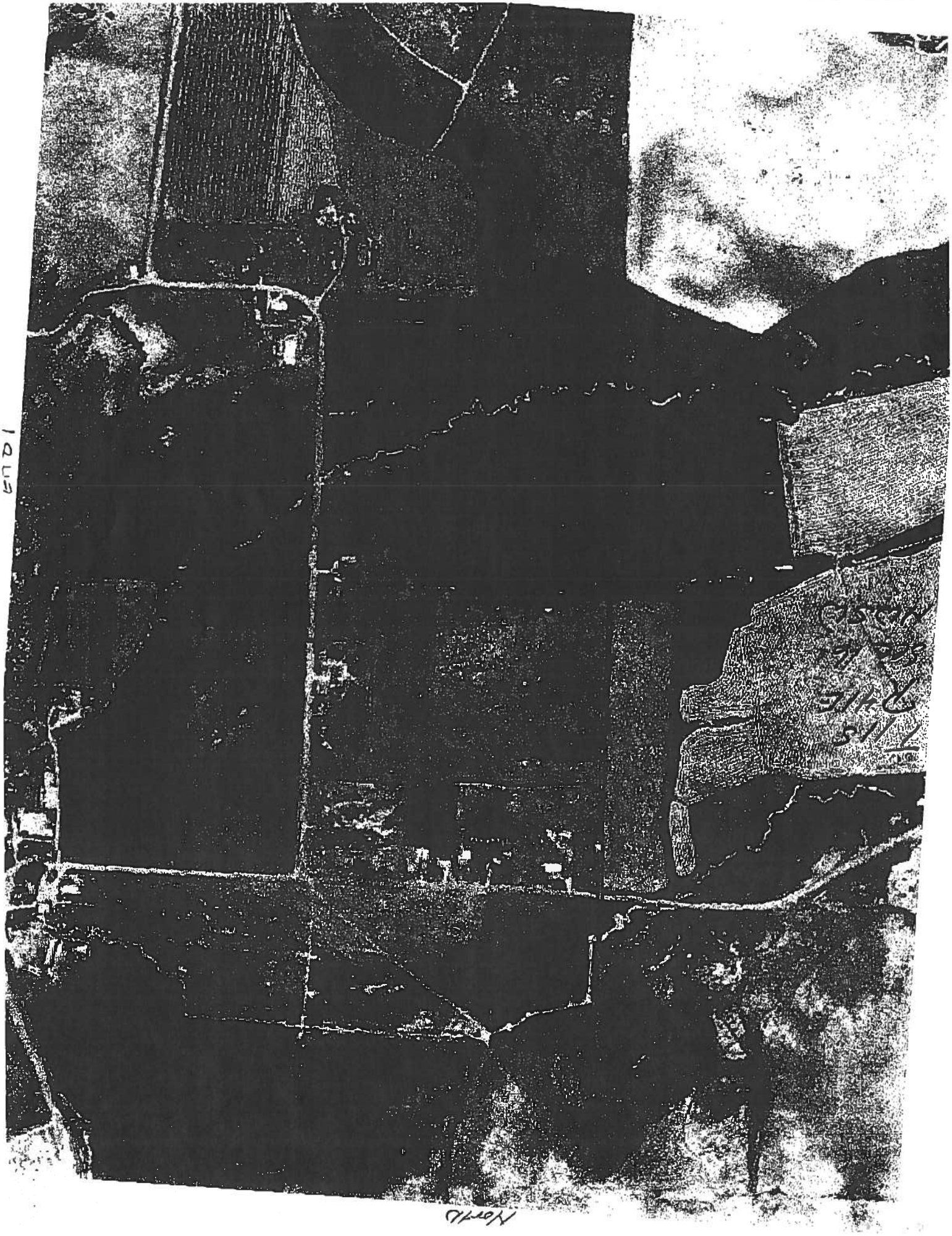

North

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

13-772A.

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.

0.15 cfs 13-772A

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 J. Kelly

Commission expires: 1-22-86 Notary Public
Residing in Molalla, OR

RECORDING DATA

Entry No. Fee $

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

STATE OF IDAHO } ss
County of Caribou }

I hereby certify that this instrument was filed at the request of Lt. Ronald HAMM at 3:55 o'clock P m in this 25th day of February, 1983 in my office and duly recorded in Microfilm Records Rebecca A. Jenkins

Stephanie Lansberry 3.00

Ex-Officio Recorder Deputy

LAND TITLE COMPANY

158559

Warranty Deed

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 Paterson and Ileene L. Paterson, 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]

MICROFILM SYSTEMS 3M

CORRECTED ASSIGNMENT

~~Corrects Instrument No. 129573~~

~~LORETTE S.~~ HANSEN , a widow, of Grace, Caribou County, Idaho, as Assignor, does hereby grant, assign, transfer, gift and convey to ~~WAYNE HANSEN~~, of Grace, Caribou County, Idaho, as Assignee, all of her right, title and interest in and to that real property described below and to the proceeds to which she is entitled under that Contract of Sale of Real Property, dated May 22, 1968, between Emil M. Hansen and Lorette S. Hansen, husband and wife, as Sellers, and Reid Hansen and Kathy Hansen, husband and wife, of Grace, Caribou County, Idaho, as Buyers, recorded on September 25, 1968 as instrument No. 64641, records of Caribou County, Idaho, which said contract deals with the following described property, located in Caribou County, Idaho:

~~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.

Said assignment and transfer is made subject to the above mentioned Contract of Sale of Real Property and subject to any encumbrances thereon and subject to any previous assignment of proceeds from Assignor to any third party, and in consideration for the love and affection which the Assignor has for her son Wayne Hansen, the Assignee.

The Assignee does hereby accept said transfer of proceeds and Assignor's interest in the above described real property, subject to existing encumbrances and previous assignments by Assignor, if any.

1

DATED: This 23 da

STATE OF IDAHO)
: ss
County of Caribou)

On this 23 day o
undersigned Notary Publi
HANSEN and WAYNE HANSEN,
names are subscribed to
acknowledged to me that

IN WITNESS WHEREOF,
affixed my official seal
written.

(SEAL)

STATE OF ID
County of Ca
I Hereby cert
at the request

2

MICROFILM SYSTEMS 3M

MICROFILM SYSTEMS 3M

ASSIGNMENT

LORETTE S. HANSEN, a widow, of Grace, Caribou County, Idaho, as Assignor, does hereby grant, assign, transfer and convey to WAYNE HANSEN, of Grace, Caribou County, Idaho, as Assignee, all her right, title and interest in and to that real property described below and to the proceeds to which she is entitled under that Contract of Sale of Real Property, dated May 22, 1968, between Emil M. Hansen and Lorette S. Hansen, husband and wife, as Sellers and Reid Hansen and Kathy Hansen, husband and wife, of Grace, Caribou County, Idaho, as Buyers, recorded on September 25, 1968 as instrument No. 64641, records of Caribou County, Idaho, which said contract deals with the following described property, located in Caribou County, Idaho:

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 300 feet; thence South 150 feet; thence East 300 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.

Said assignment and transfer is made subject to the above mentioned Contract of Sale of Real Property and in consideration for the love and affection which the Assignor has for her son Wayne Hansen, the Assignee, and for the reason that the Assignee has agreed to provide for and support the Assignor during the remainder of her lifetime.

The Assignee does hereby accept said transfer of proceeds and Assignor's interest in the above described real property and agrees that he will provide for and support the Assignor for the remainder of her lifetime in consideration of said transfer and assignment.

DATED: This 23 day of September, 1986.

ASSIGNOR:

Lorette S. Hansen
LORETTE S. HANSEN

STATE OF IDAHO)
: ss
County of Caribou)

On this 23 day of Sep
undersigned Notary Public per
HANSEN and WAYNE HANSEN, know
names are subscribed to the f
acknowledged to me that they

IN WITNESS WHEREOF, I ha
affixed my official seal the
written.

(SEAL)

STATE OF IDAHO }
County of Caribou } ss

I hereby certify that the foregoing was filed at the request of Hyde Nelson at 4:55 o'clock P. M. this 26th day of September, 19 86 and duly recorded in my office and duly recorded in Microfilm Records

Dyrel Larsen

MICROFILM SYSTEMS

ASSIGNEE:

/s/ Wayne H. Hansen
WAYNE HANSEN

STATE OF IDAHO)
: ss
County of Caribou)

On this 23 day of September, 1986, before me, the undersigned Notary Public personally appeared LORETTE S. HANSEN and WAYNE HANSEN, 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.

NOTARY PUBLIC FOR IDAHO
Residing at Soda Springs
Comm. Expires: 8-28-92

(SEAL)

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT, made and entered into this 22nd day of May, 1968, by and between Emil M. Hansen and Lorette S. Hansen, husband and wife, of Grace, Caribou County, Idaho, hereinafter called Sellers, and Reid E. Hansen and Kathy Hansen, husband and wife, of Grace, Caribou County, Idaho, hereinafter called Buyers,-

WITNESSETH: That Sellers agree to sell to the Buyers, and Buyers agree to buy from the Sellers, for the purchase price hereinafter named and on the terms and conditions hereinafter contained, the following described property situated in Caribou County, Idaho, to-wit:

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

Section 6: Lot 3, E½ of Lot 4, SE¼NW¼, EXCEPT THEREFROM, Beginning at the Southwest corner of the E½ of Lot 4, and running thence North 777 feet, more or less, along the West line of said E½ of Lot 4, to a point on the West boundary of the Irrigation Canal; thence Southeasterly along the West boundary of said Irrigation Canal 874.5 feet, more or less, to a point on the South line of said E½ of Lot 4, which point is 396 feet from the point of beginning; thence West 396 feet to the point of beginning.

Section 16: W½SW¼, SE¼SW¼, [illegible]

Section 21: N½.

Sections 20 and 21: A tract located in S½SW¼ of said Section 21, and in the SE¼SE¼, Section 20, more particularly described as follows:
Beginning at the Southeast corner of the SW¼ of Section 21, and running
thence North along the longitudinal center line of said Section a distance of 1320 feet, to the South one-sixteenth corner of said Section;
thence West along the South one-sixteenth line a distance of 1,435.5 feet;
thence Southwesterly a distance of 363 feet to a point which is 231 feet South of said South one-sixteenth line;
thence South 33 feet;
thence Southwesterly a distance of 1904 feet to a point on the South boundary line of said Section 20, which point is 660 feet West of the Southeast corner of said Section 20;
thence East following the South boundary lines of said Sections 20 and 21, a distance of 3,300 feet to the point of beginning.

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

64641

STATE OF IDAHO } ss
County of Caribou }
I hereby certify that this instrument was filed at the request of [illegible] at 10:5 o'clock P M. on this 23rd day of May, 1968 in my office and duly recorded in Miscellaneous Records of Caribou County
Kenneth M Fowler
Fee 64641 [illegible]
By [illegible] Fee 3.90

Together with 100 shares each of the stock of Last Chance Canal Co., Ltd., Bench Canal Co., and Niter Canal Co., and also any water or water rights appertenant to said premises.

Also, the following described machinery and equipment, the undepreciated value of which is $16,408.96:

Barn and granary
Three-way plow
Scraper
Mower
Weeder
Rake
Grain drill
Post hole digger
Fertilizer spreader
Irrigation - underground pipe
Irrigation - surface pipe
Baler
Irrigation system
Farm hand on truck
Irrigation pump and motor
Sprinkling system main line
One-eighth mile sprinkler pipe
Sprinkler pipe wagon
Calf squeeze

All for a total sum and purchase price of $77,700.00 to be paid as follows:

$43,406.93 by assumption of a portion of a Federal Land Bank loan covering the above described premises and other real estate, and the balance of $34,293.07, to be paid, without interest, in installments of not less than $2,000.00 annually, the first such payment to be made on the 15th day of December, 1969, and subsequent payments to be made on the 15th day of December in each year thereafter until said purchase price has been fully paid, the final payment to be due and payable on the 15th day of December, 1986, if not sooner paid.

It is hereby understood and agreed that Sellers shall pay all taxes, levies and assessments of every kind and nature whatsoever for 1967 and prior years, and Buyers shall pay all taxes, levies and assessments of every kind and nature whatsoever for 1968 and subsequent years, the same to be paid when due and before the same shall become delinquent.

It is understood and agreed that said premises are covered by abstracts presently in existence and that such abstracts shall be placed with the escrow hereinafter provided and shall be turned to the Buyers, but Sellers shall not be required to provide other evidence of title of any kind whatsoever. The Buyers, nevertheless, shall be entitled to procure at their own expense such title evidence as they may desire, and should such title evidence disclose any defect, making title to said premises or any part thereof unmarketable, Sellers agree to cure such defects within a reasonable time after being notified thereof.

574

INSTRUMENT No. 241008

WARRANTY DEED

This Indenture, Made this 21 day of December in the year of the Lord One Thousand Nine Hundred and Thirty-Five, between LARS P. HANSEN and DORTHEA HANSEN, husband and wife of Lago, County of Bannock, State of Idaho, the parties of the first part, and EMIL M. HANSEN, of Lago, County of Bannock, 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 AND NO/100 ($1.00) 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, and by these presents, Grant, Bargain, Sell and Convey and Confirm unto said party of the second part, and to his heirs and assigns forever All those certain pieces or parcels of land situate, lying and being in the County of Bannock, State of Idaho, bounded and more particularly described as follows, to-wit:

The East half of the Northwest quarter of the Northwest Quarter and the East half of the Northwest Quarter of Section six, Township 11 South, Range 41 East of the Boise Meridian, in Idaho, containing 100 acres.

The Northwest quarter of Section 21, Township 11 South, Range 41 East of the Boise Meridian, in Idaho, containing 160 acres.

West half of the Southwest Quarter and the Southeast quarter of the Southwest quarter of Section 16, Township 11 South, Range 41 East of the Boise Meridian, in Idaho, containing 120 acres.

Together with all ditch and water rights, however evidenced, used upon any of the property above described or appertaining thereto.

(89.9) I. R. S. attached to Deed and cancelled.)

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 profits thereof, unto the said party of the second part, and to his heirs and assigns forever. And the said parties of the first part, for themselves and their heirs, executors and administrators, do covenant to and with the said party of the second part, and to his heirs and assigns, that they are the owners in fee simple of said premises, and that the same are free from all encumbrances, and that they will warrant and defend the same unto the said party of the second part, and to his heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

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

Alvin Whitehead

Lars P. Hansen.

Dorthea Hansen.

STATE OF IDAHO, }
County of Bannock } ss.

On this 21 day of December, in the year 19 35, before me, Alvin Whitehead a Notary Public in and for said County and State, personally appeared LARS P. HANSEN and DORTHEA HANSEN, 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.

Alvin Whitehead, Notary Public
Residence: Grace, Idaho.

(Seal)

I hereby certify that the instrument was filed for record at the request of Emil Hansen, Lago Idaho. at 45 minutes past 2 o'clock P. M., this 6 day of Dec. A. D. 19 45, in Book 94 of Deeds, at page 574.

Anna Keefe, Ex-Officio Recorder. By Deputy.

Fee, $1.20

INSTRUMENT No.

This Indenture, M

of Bancroft

Thirty six hundred

and the South half Township Six South, containing one hundred two rods West from quarter of Section eight, East of the section a distance the line of the P direction along th inches West from West Quarter of S line between the ... quarter of the Se thirty-three rods right of way of a ing from the above one acre of land, northwest quarter of Six South of Range

($2.75 I.

Together with, all and singular ... and profits thereof ... and to his heirs ... it's successors ... his heirs ... IN WITNESS WHEREOF ...

Willard Call.

STATE OF IDAHO, ... County of Bannock ... On this 13th ... and ... executed the within instrument ... IN WITNESS WHEREOF ... seal ...

I hereby certify that this ... at 10 minutes ... A. D. 1948 ... in Book ...

Fee, $1.00

143096

WARRANTY DEED

For Value Received

Dale and Ileene L. Peterson

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

13-771A

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

Notary Public

Residing at Portland, Oregon

Comm. Expires My Commission Expires Nov. 23, 1984

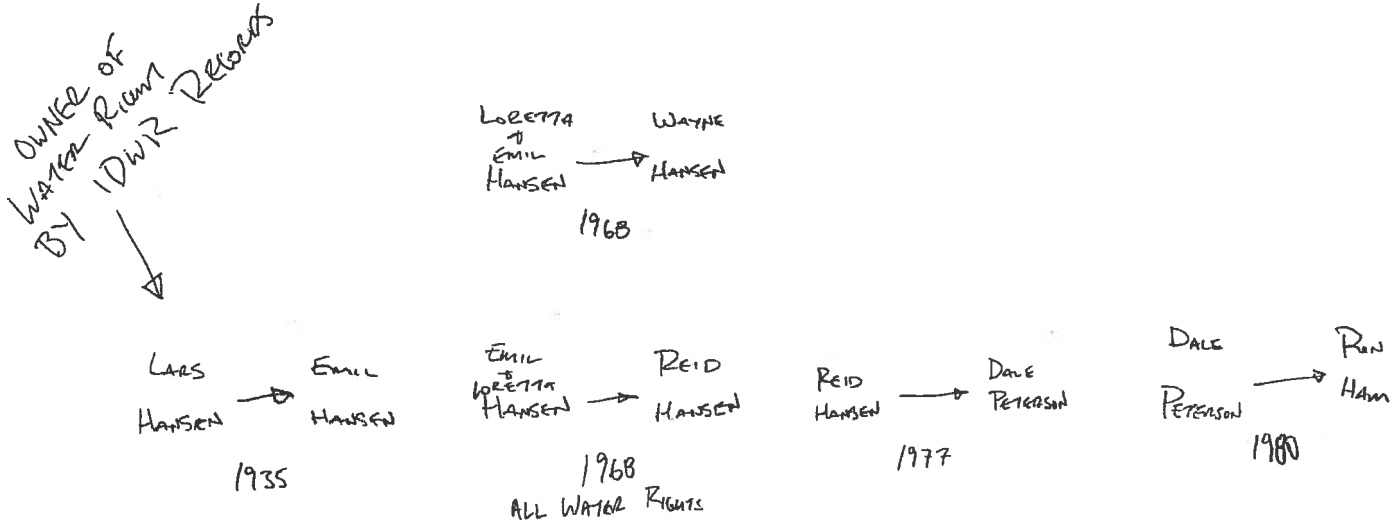
STATE OF IDAHO } ss
County of Caribou }

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

Rebecca A. Jenkins

Stephanie Landberry

Ex-Officio Recorder Deputy

Furnished by the AMERICAN LAND TITLE CO.

QUIKLOOK @ OWNERSHIP CHANGES