

ownership tracking ✓

# 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.

- 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

- The following **REQUIRED** information must be submitted with this form:
  - The appropriate **FILING FEE**. See instructions for fee amounts.
  - 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**.
  - 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**  
 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) Jens Hansen

4. New Owner/Claimant(s)

New Mailing Address

City, State and ZIP Code

New Telephone Number

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

Debbie Shupe  
333 Lago Liberty Rd  
(208) 317-4113 Email:

5. Date you acquired the property

9-16-03

E039001

Shac  
83241

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<br>(If the right will not be split, skip this area and proceed to line 7) |                                                                            |                                                              |
|----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|--------------------------------------------------------------|
| Water Use                                                                                                            | Diversion Rate or Volume<br>(cubic feet per second or acre-feet per annum) | Description<br>(acres, number and type of stock, homes, etc) |
| <b>Water Right and/or Adjudication Claim Number</b>                                                                  |                                                                            |                                                              |
| Irrigation                                                                                                           |                                                                            |                                                              |
| Stock                                                                                                                |                                                                            |                                                              |
| Domestic                                                                                                             |                                                                            |                                                              |
| Other                                                                                                                |                                                                            |                                                              |
| <b>Totals</b>                                                                                                        |                                                                            |                                                              |
| <b>Water Right and/or Adjudication Claim Number</b>                                                                  |                                                                            |                                                              |
| Irrigation                                                                                                           |                                                                            |                                                              |
| Stock                                                                                                                |                                                                            |                                                              |
| Domestic                                                                                                             |                                                                            |                                                              |
| Other                                                                                                                |                                                                            |                                                              |
| <b>Totals</b>                                                                                                        |                                                                            |                                                              |
| <b>Water Right and/or Adjudication Claim Number</b>                                                                  |                                                                            |                                                              |
| Irrigation                                                                                                           |                                                                            |                                                              |
| Stock                                                                                                                |                                                                            |                                                              |
| Domestic                                                                                                             |                                                                            |                                                              |
| Other                                                                                                                |                                                                            |                                                              |
| <b>Totals</b>                                                                                                        |                                                                            |                                                              |

*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

Received by \_\_\_\_\_

Date 4/30/08

Processed by \_\_\_\_\_ AJ

Date \_\_\_\_\_

Receipt Amt. 300-

Receipt No. 2034001

WR JB

Date 3/22/2012

4:30  
Dec. 15  
Caribou Lofthouse

NOTICE OF CONTRACT

2.00 Standa Peterson

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 15<sup>th</sup> 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.

Ralph C. Melin  
NOTARY PUBLIC for the State of Idaho.  
Residing at: Malheur, Idaho  
Commission expires: September

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 DORTEHA HANSEN, husband and wife, of the County of Bannock, State of Idaho, the parties of the first part, and ERLI M. HANSEN, of the County of Bannock, State of Idaho, the party of the second part, do hereby certify that the sum of

LAGO (County in Denmark)  
 second part  
 WITNESSETH That the said part Y of the first part, lot and in consideration of the sum of  
 ONE AND NO/100 (\$1.00) them in hand paid by the said part Y of the second part, the receipt  
 lawful money of the United States of America, to  
 where is hereby acknowledged  
 by these presents, to wit: Bargain, Sell and Convey unto said part Y of the second part, to wit:  
 his heirs and assigns forever All that certain lot three (3) of land situate, lying and  
 being in the County of Blount, 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.

(\$9.93 l. n. 3. attached to Bend and cancelled.)

[illegible]

Alvin Whitehead

Lars P. Hansen.  
 Northern Hansen.

STATE OF IDAHO,  
County of **Bannock**

(County of Bennock)  
 this 23 day of December, in the year 1935, before me, Alvin Whitehead  
 a Notary Public and for said County and State, personally appeared LARS P. HANSEN and LONTHA 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  
 for the purposes and consideration therein expressed. I have read the said instrument and certify that it is  
 their free and voluntary act and deed.  
 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above  
 written.  
Alvin Whitehead, Notary Public

( 5431 )

Alvin Whitehead, Notary Public  
Residence: Grace, Idaho.

I hereby certify that this instrument was filed for record at the request of Emil Hansen, Lape 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  
Per. \$1.20 Anna Keefe, Rodolfo Revoredo By

On this Indenture, M

of first part, and E. V. Higgin  
of Danncroft  
second part.  
WITNESSETH That the  
Thirty six hundred  
lawful money of the United States  
whereof is hereby acknowledged  
to the presents, Grant Bargain,  
his  
being in the County of Hancock, S

The South  
and the South Half  
Township Six South  
to nine one hundred  
two rods west from  
utmost quarter of  
eight, East of the  
section a distance  
of one mile of the  
direction along the  
inchas West from  
West Quarter of  
line between the  
quarter of the  
thirty-three rods  
right of way of  
ing from the above  
one acre of land,  
rmost quarter of  
Six South of Range

(2.75 1.

Together with, all and sing-  
ers, more and profit, there  
to HAW AND TO BE  
and part y of the sec-  
it's witnesses  
it's witnesses whom ever, to  
IN WITNESS WHEREOF,  
I, the said first above writ-  
er, do hereby certify and

Willard Call.

STATE OF IDAHO.

County of Harford  
 this 13th day of April  
 1980  
 appeared before me the within instrument  
 as WITNESSES WHEREOF

→ 428

I hereby certify that this is  
at 15 minutes  
A. D. 1945, in Book  
Fee, \$1.50

Page 2. - CONTRACT FOR SALE OF REAL ESTATE  
Hansen - Hansen.

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

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.



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, E $\frac{1}{2}$  of Lot 4, SE $\frac{1}{4}$  NW $\frac{1}{4}$ , EXCEPT THEREFROM, Beginning at the Southwest corner of the E $\frac{1}{2}$  of Lot 4, and running thence North 777 feet, more or less, along the West line of said E $\frac{1}{2}$  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 E $\frac{1}{2}$  of Lot 4, which point is 396 feet from the point of beginning; thence West 396 feet to the point of beginning.

Section 16: West, S&SW, [REDACTED]

Section 21: NW 1/4  
Sections 20 and 21: A tract located in S 1/4 SW 1/4 of said Section 21, and in the SE 1/4 SE 1/4, Section 20, more particularly described as follows:  
Beginning at the Southeast corner of the SW 1/4 of Section 21, and running  
thence North along the longitudinal center line of said Section a distance of 1,320 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 190 1/2 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 NE1/4NW1/4, 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 Carbon )  
 ) ss. I, \_\_\_\_\_, a Notary Public in and for the State of Idaho, do hereby certify that the foregoing is a true and correct copy of the original of the same as the same appears from the records of said County.

I hereby certify that this instrument was filed at the request of

*Field G. Henshaw at 4:05 o'clock P*

|          |    |    |
|----------|----|----|
| 10/11/18 | 11 | 18 |
|----------|----|----|

this 2nd day of July, 1961 in my office at

July recorded in Microfilm Bureau

Kenneth M. Fowler

No. ~~64641~~ 8

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

Re: Luther G. Allen ... 100-390

• 12 1/2

ASSIGNEE:

Wayne H. Hansen  
WAYNE HANSEN

STATE OF IDAHO )  
County of Caribou ) ss

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.

[Signature]  
NOTARY PUBLIC FOR IDAHO  
Residing at Soda Springs  
Comm. Expires: 8-18-87

{SEAL}

MICHAEL M. SYSTEMS 301

DATED: This 23 da

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

Section 21: NW $\frac{1}{4}$ , EXCEPT THEREFROM, Beginning at a point 800 feet East of the Northwest corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$  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.

STATE OF IDAHO )  
County of Caribou ) SS

On this 23 day of  
undersigned Notary Public  
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 Car  
I Hereby cert  
at the request  
of 2:25 o'clock  
D. J. S.  
Notary Public  
F. C. H. D. P.

MICHAEL M. SYSTEMS

DOE SYSTEMS

MICROFILM  
SYSTEMS, 300

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: SE4SW4, EXCEPT THEREFROM, Beginning at a point 300 feet East of the Southwest corner of the SE4SW4 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: NW4, EXCEPT THEREFROM, Beginning at a point 800 feet East of the Northwest corner of the NE4NW4 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, 1968.

1968

STATE OF IDAHO }  
County of Caribou }

I hereby certify that this instrument was filed  
at the request of Lorette S. Hansen  
on the 23 day of September, 1968, in my office and duly  
recorded.

Notary Public

*[Signature]*

ASSIGNOR:

*Lorette S. Hansen*  
LORETTE S. HANSEN

STATE OF IDAHO )

County of Caribou )

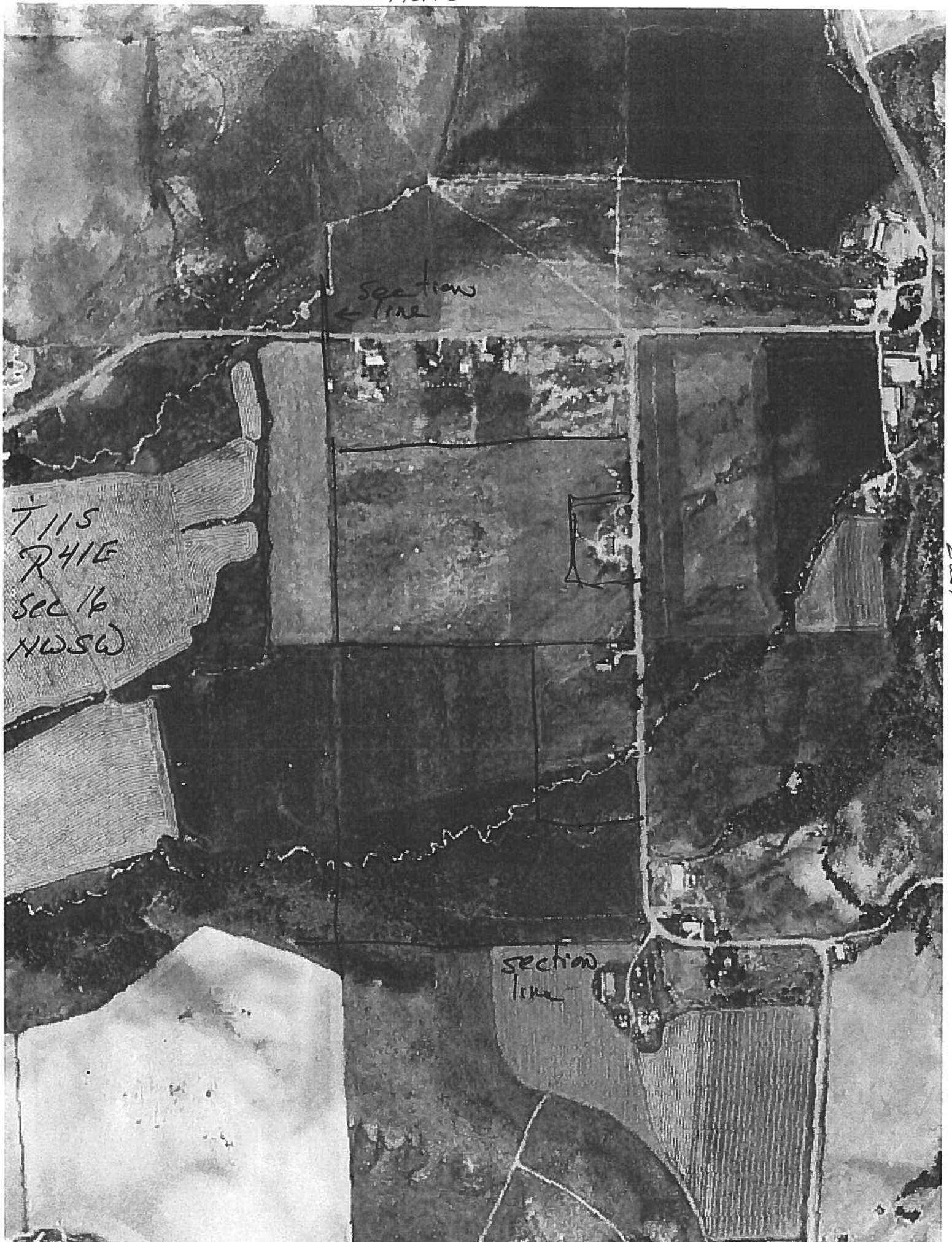
On this 23 day of Sep  
undersigned Notary Public per  
HANSEN and WAYNE HANSEN, know  
names are subscribed to the f  
acknowledged to me that they

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

(SEAL)

MICROFILM  
SYSTEMS

North



5087

## 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.

A1  
EXCEPT THEREFROM Beginning at a point 567.6 feet North of the  
Southwest corner of said Section 16, and running  
thence continuing North 750 feet;  
thence East 462.50 feet;  
thence South 620.50 feet;  
thence North 78°16'06" East 733.41 feet;  
thence South 35 feet;  
thence South 78°20'25" West 1205.464 feet (record South 78°16'06"  
West),  
to the point of beginning.

A2  
ALSO, EXCEPT THEREFROM Beginning at a point 1317.6 feet North  
and East 462.50 feet from the Southwest corner of said Section 16,  
and running  
thence South 620.50 feet, more or less, to the fence;  
thence North 78°16'06" East 420 feet;  
thence North 536 feet;  
thence South 89°52'30" West 411.227 feet, more or less,  
to the point of beginning.

A3  
ALSO, EXCEPT THEREFROM, Beginning at a point 575.6 feet North  
and North 76°16'06" East 1348.16 feet from the Southwest corner of  
said Section 16, and running  
thence South 78°16'06" West 142.696 feet;  
thence North 35 feet;  
thence North 78°16'06" East 142.696 feet;  
thence South 35 feet,  
to the point of beginning.

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

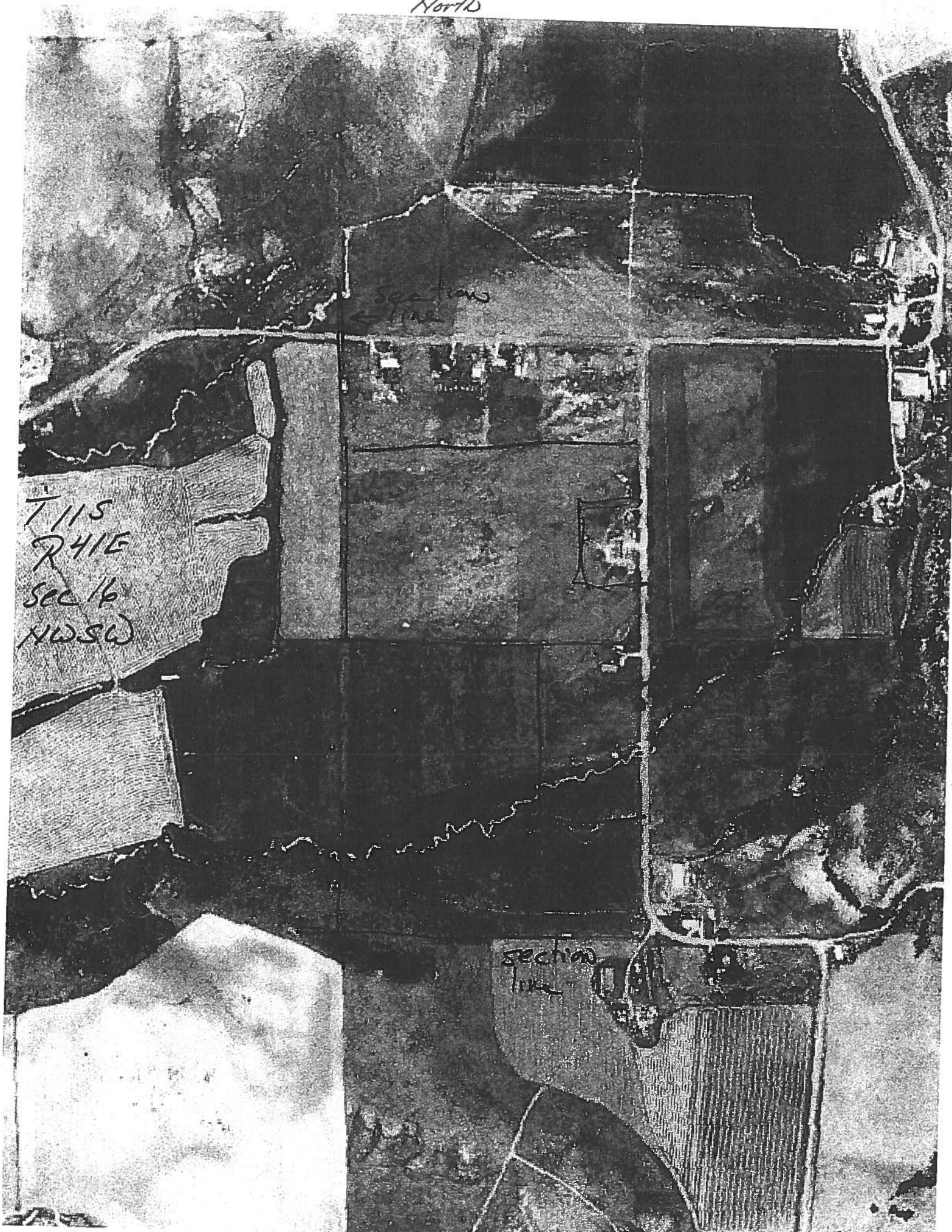
Subject to a verbal irrigation water line to Dee Farnsworth  
along the east boundary of the property being sold as per the

North

Section line

T11S  
R41E  
Sec 16  
NW 1/4

Section line



## Warranty Deed

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

of Grace, County of Caribou, State of Idaho  
the parties 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 100 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 100 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 100  
of the second part, and to their heirs and assigns forever: All that certain lot  
piece or parcel of land situate, lying and being in the County of Caribou, State of Idaho, bounded  
and more particularly described as follows, to-wit:

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

Section 16: The South 2173.3 feet of the W<sub>2</sub>SW<sub>4</sub>.

This conveyance shall include all rights appertenant to said premises under that certain pooling agreement dated December 17, 1966, recorded December 17, 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 increments, 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 parties 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 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

Lagott, J. Hansen [Seal]  
Lui, S. Hansen [Seal]  
Kathy Hansen [Seal]

STA  
County of  
On  
the  
Lore

be the person

IN 1988

above written

2.00

800-877-8999 • 706-271-1410 • 706-271-1410

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 parties of the first part, and

JAMES D. LOFTHOUSE and LAVONNA LOFTHOUSE, husband and wife,  
of Grace, County of Caribou, State of Idaho,  
the parties 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 appertenaht 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 } ss 169462  
County of Caribou  
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  
Nenise Harsley  
Signature Deputy 600

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!



NOTICE

TO: Shelley Keen

ATTENTION:

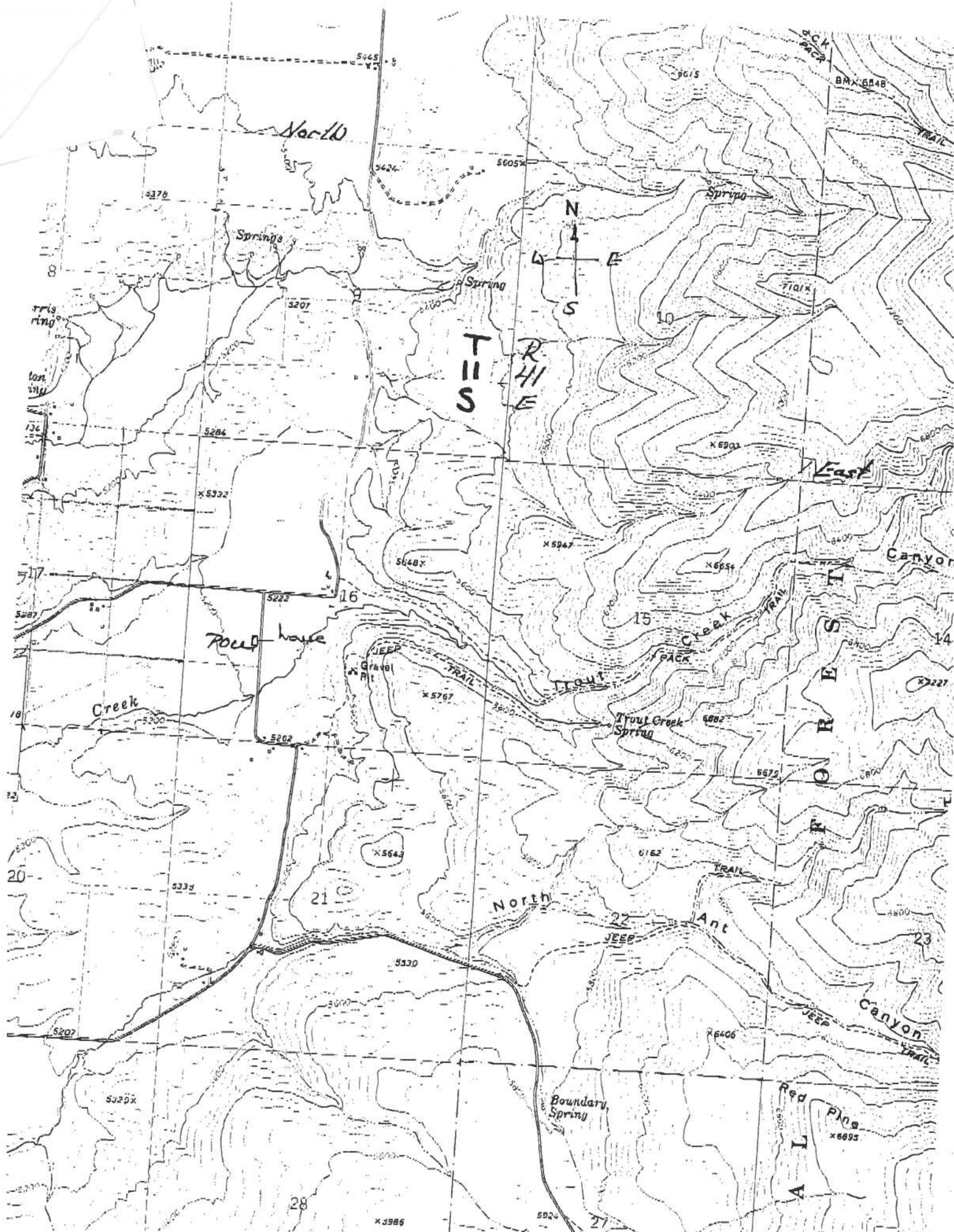
FAX NUMBER: 208 287 6700  
(208) 425-3767

TOTAL PAGES (INCL. THIS ONE)

FROM: Debbie Shupe

208 317 4113

17 pgs



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. Farnsworth 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 installation 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:

MICROFILM  
SYSTEMS 300

DATED: This 22

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

Section 21: NW $\frac{1}{4}$ , EXCEPT THEREFROM, Beginning at a point 800 feet East of the Northwest corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$  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.

STATE OF IDAHO )

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 Car  
I hereby cert  
at the request  
of Sids O's  
Dasi  
w. signed in a  
at the 22  
Ft. Collins, CO

MICROFILM  
SYSTEMS 300

MICROFILM  
SYSTEMS 300

MICROFILM  
SYSTEMS, 3M

ASSIGNMENT

LORETTE E. 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 31 East of the Boise Meridian:

Section 16: 00404, EXCEPT THEREFROM, Beginning at a point 300 feet East of the Southwest corner of the SE1SW4 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: NW1/4, EXCEPT THEREFROM, Beginning at a point 800 feet East of the Northwest corner of the NW1NW4 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, 1968.

1968

STATE OF IDAHO  
County of Caribou

I, Clerk of the County, do hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of said County, and I am in my office and duly qualified.

ASSIGNOR:

Lorette E. Hansen  
LORETTE E. HANSEN

STATE OF IDAHO

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 have  
affixed my official seal the  
written.

(SEAL)

MICROFILM  
SYSTEMS, 3M



ASSIGNEE:

Wayne H. Hansen  
WAYNE HANSEN

STATE OF IDAHO

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.

[Signature]  
NOTARY PUBLIC FOR IDAHO  
Residing at Soda Springs  
Comm. Expires: 1987

(SEAL)

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT, made and entered into this 22nd day of May, 1968, by and between Edil M. Hansen and Lorette S. Hansen, husband and wife, of Grace, Caribou County, Idaho, hereinafter called Sellers, and Edil M. 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, E $\frac{1}{2}$  of Lot 4, SE $\frac{1}{4}$ SW $\frac{1}{4}$ , EXCEPT THEREFROM, Beginning at the Southwest corner of the E $\frac{1}{2}$  of Lot 4, and running thence North 777 feet, more or less, along the West line of said E $\frac{1}{2}$  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 E $\frac{1}{2}$  of Lot 4, which point is 396 feet from the point of beginning; thence West 396 feet to the point of beginning.

Section 16: ~~W $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ , EXCEPT THEREFROM, BEGINNING AT THE SOUTHWEST CORNER OF THE E $\frac{1}{2}$  OF LOT 4, AND RUNNING THENCE NORTH 777 FEET, MORE OR LESS, ALONG THE WEST LINE OF SAID E $\frac{1}{2}$  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 E $\frac{1}{2}$  OF LOT 4, WHICH POINT IS 396 FEET FROM THE POINT OF BEGINNING; THENCE WEST 396 FEET TO THE POINT OF BEGINNING.~~

Section 21: ~~None.~~  
Sections 20 and 21: A tract located in SE $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 21, and in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ , Section 20, more particularly described as follows:  
Beginning at the Southeast corner of the SW $\frac{1}{4}$  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 NE $\frac{1}{4}$ SW $\frac{1}{4}$ , 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, the undersigned, County Clerk, do hereby certify that this instrument was filed at the request of

Edil M. Hansen and Lorette S. Hansen, 4:05 o'clock P.M.

May 22, 1968, in my office at

Grace, Caribou County, Idaho.

Witness my hand and the seal of said County at Grace, Idaho, this 22nd day of May, 1968.

Kenneth M. Frowl

By: Lyndal G. Hall, 3:90

Page 2. - CONTRACT FOR SALE OF REAL ESTATE  
Hansen - Hansen,

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 un depreciated value of which is \$16,408.96:

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

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.



Instrument No. 241008

## INDEPENDENTLY PREPARED

This Indenture, Made this 23 day of December, in the year of our Lord the thousand nine hundred and thirty-five, between LAIS P. HANSEN and DORVILLE HANSEN, husband and wife, of the County of Benneek, State of Idaho, the parties of the first part, and EMIL M. HANSEN, of the County of Benneek, State of Idaho, the party of the second part.

WITNESSETH That the said party of the first part, for and in consideration of the sum of ONE AND NO/100 (\$1.00) then in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said party of the second part, all that certain lot or lots of land situated, lying and being in the County of Benneek, 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 160 acres.

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

(Said L. & D. attached to deed and cancelled.)

Together with, all and singular, the covenants, conditions and agreements therein touching or in anywise appertaining to the premises, together with the appurtenances and privileges thereto.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances and privileges thereto, unto the said party of the second part, and to his heirs and assigns forever. And the said party of the first part, their heirs and assigns, do warrant, defend and guarantee the quiet and peaceful possession of the said party of the second part, and their heirs and assigns, against all persons whomsoever, by lawfully claiming or to claim the same, shall and with warrant and in these premises forever shall and lawfully shall.

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

Alvin Whitehead

LAIS P. HANSEN.  
DORVILLE HANSEN.

## STATE OF IDAHO,

County of Benneek

On this 23 day of December, in the year 1935, before me, ALVIN WHITEHEAD, Notary Public and for said County and State, personally appeared LAIS P. HANSEN and DORVILLE HANSEN, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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

Alvin Whitehead, Notary Public  
Residence: Grace, Idaho.

I hereby certify that the instrument was filed in the record of Emil Hansen, Lugo Idaho.  
at 45 minutes past 2 o'clock P. M., this 6 day of Dec.  
A. D. 1935, in Book 74 of Deeds, at page 274.  
Per. 41.20 Anna Keefe, Notary Public

## This Indenture, Made

the thousand nine hundred and thirty-five, between LAIS P. HANSEN and DORVILLE HANSEN, husband and wife, of the County of Benneek, State of Idaho, the parties of the first part, and EMIL M. HANSEN, of the County of Benneek, State of Idaho, the party of the second part.

WITNESSETH That the said party of the first part, for and in consideration of the sum of THIRTY SIX HUNDRED and NO/100 (\$36.00) then in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said party of the second part, all that certain lot or lots of land situated, lying and being in the County of Benneek, State of Idaho, bounded and more particularly described as follows, to-wit:

The South and the South Half Township 11 South, Range 41 East of the Boise Meridian, in Idaho, containing one hundred and sixty acres, more or less, together with all ditch and water rights, however existent, used upon any of the property above described or appertaining thereto.

(Said L. & D. attached to deed and cancelled.)

Together with, all and singular, the covenants, conditions and agreements therein touching or in anywise appertaining to the premises, together with the appurtenances and privileges thereto.

Willard Cell.

## STATE OF IDAHO,

County of Benneek

On this 13th day of December, in the year 1935, before me, ALVIN WHITEHEAD, Notary Public and for said County and State, personally appeared LAIS P. HANSEN and DORVILLE HANSEN, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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

Alvin Whitehead, Notary Public  
Residence: Grace, Idaho.

I hereby certify that this instrument was filed in the record of Emil Hansen, Lugo Idaho.  
at 10 minutes past 2 o'clock P. M., this 13 day of Dec.  
A. D. 1935, in Book 74 of Deeds, at page 274.  
Per. 41.20 Anna Keefe, Notary Public

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 1st of the first part, and

JAMES D. LOFTHOUSE and LAVONNA LOFTHOUSE, husband and wife,  
of Grace, County of Caribou, State of Idaho,

the part 1st of the second part:

WITNESSETH: That the said part 1st 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 1st of the second part, the receipt  
whereof is hereby acknowledged

, do by these presents, Grant, Bargain, Sell and Convey and Confirm unto said part 1st  
of the second part, and to their heirs and assigns forever: All that certain lot  
piece or parcel of land situate, lying and being in the County of Caribou State of Idaho, bounded  
and more particularly described as follows, to-wit:

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

Section 16: Beginning at a point 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 Franklin Dee Farnsworth

at 10:15 o'clock AM on this 16 day of

September, 1982 in my office and duly

recorded official Records

Recorder Edith Bush

Denise Marsley Deputy 600

Signature

Deputy 600

Together with all and singular, the tenements, hereditaments and appurtenances therunto 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 therunto incident  
unto the said part 1st of the second part, and to their heirs and assigns forever. And the said  
part 1st of the first part, and their heirs the said premises in the quiet and peaceable possession  
of the said part 1st of the second part their heirs and assigns against the said part 1st 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 1st of the first part has hereunto set their hand and  
seal the day and year first above written.  
Signed, Sealed and Delivered in the Presence of

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Franklin Dee Farnsworth (Seal)  
FRANKLIN DEE FARNSWORTH  
Eileen Farnsworth (Seal)  
EILEEN FARNSWORTH  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Seal)

## Warranty Deed

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

of the part of the first part, and of the part of the second part:

| Grace                                                               | , County of | Caribou | , State of | Idaho       |
|---------------------------------------------------------------------|-------------|---------|------------|-------------|
| Franklin Dew Farnsworth and Eileen M. Farnsworth, husband and wife, |             |         |            |             |
| Grace                                                               | , County of | Caribou | , State of | Idaho 83241 |

WITNESSETH: That the said part 100 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 100 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 100  
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 Carbon, State of Idaho, bounded  
and more particularly described as follows, to-wit:

Township 11 South, Range 41 East of the Boise Meridian:  
Section 16: The South 2173.3 feet of the W<sup>1/2</sup> of

This conveyance shall include all rights appertenant to said premises under that certain pooling agreement dated December 17, 1966, recorded December 17, 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.

Hanson → Farnsworth

0,8 cfs priority 5/1/1899

Together with all our members, the homosexuals, heterosexuals and asexuals themselves belonging or in any way representing, and the sons, wives and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereto incident unto the said part 100 of the second part, and to their heirs and assigns forever. And the said parties 1 the first part, and their heirs of the said part 100 of the second part their heirs the said promises in the quiet and peaceable possession and assigns against the said parties 1 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 385 of the first part have hereunto set their hand and seal the day and year first above written,  
Signed, Sealed and Delivered in the Presence of

Lazett, J. Hansen 1500  
 W. L. Hansen 1500  
 Kathy Hansen 1500

County of  
On  
the  
fore

*Of the parrot*

IN

החלטות (11) ו-12

Feb. 22. 1900

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

...for

124648

4:30  
Dec. 15  
Geridan, Lillie  
2:00 Wanda Petersen

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 )  
County of Caribou ) ss

On this 15<sup>th</sup> 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.

Robert C. McLean  
NOTARY PUBLIC for the State of Idaho.  
Residing at: Malheur, Idaho  
Commission expires: September

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:

0.4 cfs  
\*9  
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.

#1  
EXCEPT THEREFROM Beginning at a point 567.6 feet North of the  
Southwest corner of said Section 16, and running  
thence continuing North 750 feet;  
thence East 462.50 feet;  
thence South 620.50 feet;  
thence North 78°16'06" East 733.41 feet;  
thence South 35 feet;  
thence South 78°20'25" West 1205.464 feet (record South 78°16'06"  
West),  
to the point of beginning.

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

#3  
ALSO, EXCEPT THEREFROM, Beginning at a point 575.6 feet North  
and North 76°16'06" East 1348.16 feet from the Southwest corner of  
said Section 16, and running  
thence South 78°16'06" West 142.696 feet;  
thence North 35 feet;  
thence North 78°16'06" East 142.696 feet;  
thence South 35 feet,  
to the point of beginning.

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

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

169463

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*  
JAMES D. LOFTHOUSE

*LaVonna Lofthouse*  
LAVONNA LOFTHOUSE

STATE OF IDAHO )  
: ss.  
County of Caribou )

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

**CARLA HALE  
NOTARY PUBLIC  
STATE OF IDAHO**

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

**CARLA HALE  
NOTARY PUBLIC  
STATE OF IDAHO**

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

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

*Denise Dunsley*  
Signature Deputy 600



# REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY



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 DYES 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: \_\_\_\_\_

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes page 1 of 6 pages.

BUYER'S Initials (LS) Date 7-25-03 SELLER'S Initials (FL) Date 7-25-03

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. / Ada County Association of REALTORS®, Inc. This form has been designed for and is provided only for use by real estate professionals who are members of the National Association of REALTORS®.

USE BY ANY OTHER PERSON IS PROHIBITED.

Copyright Idaho Association of REALTORS®, Inc. / Ada County Association of REALTORS®, Inc. All rights reserved.

R.E.21 Effective Date 08/02

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 excluding all other ranges), fuel tanks and related equipment, and all other items that are attached to the property and are not otherwise excluded. Items that are not attached to the property, but are otherwise included in the purchase price, 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, ~~air~~ water rights, ~~spring~~ rights,  
gas, oil & mineral rights which seller had interest in. 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.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes page 2 of 6 pages.

BUYER'S Initials (JS) Date 7/25/03 SELLER'S Initials (SL) Date 7-25-03  
 This form is printed and distributed by the Idaho Association of REALTORS®, Inc. / Ada County Association of REALTORS®, Inc. This form has been designed for and is provided only for use by real estate professionals who are members of the National Association of REALTORS®.

**USE BY ANY OTHER PERSON IS PROHIBITED.**

Copyright Idaho Association of REALTORS®, Inc. / Ada County Association of REALTORS®, Inc. All rights reserved.

R.E.21 Effective Date 08/02

North

THIS  
RUE  
SACRE  
NASSA

END 1

# WARRANTY DEED

143097

Date and Ileene L. Peterson  
 grantor<sup>s</sup> of Sherwood County of \_\_\_\_\_ State of Oregon  
 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 NW 1/4 SE 1/4 SW 1/4 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 grantor<sup>s</sup>, this

12<sup>th</sup> day of January A. D. 19 83

Signed in the presence of

Ileene L. Peterson  
Ronald Lee Hamm

STATE OF OREGON  
 County of Clackamas ss.

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



the grantor<sup>s</sup> of the within instrument, who duly acknowledged to me that he executed the same.

Virginia J. Kelly  
 Notary Public

Commission expires: 1-22-83  
 Residing in Medalla, OR

## RECORDING DATA

| Entry No. | Fee \$                                                       |
|-----------|--------------------------------------------------------------|
| RECORDED  | <input type="checkbox"/> INDEXED <input type="checkbox"/>    |
| PLATTED   | <input type="checkbox"/> ABSTRACTED <input type="checkbox"/> |
| COMPARED  | <input type="checkbox"/> DELIVERED <input type="checkbox"/>  |

STATE OF IDAHO }  
 County of Caribou } ss.  
 I hereby certify that this instrument was filed at the request  
 of DR. Ronald Hamm  
 at 3:55 o'clock P on this 25<sup>th</sup> day of  
February, 1983 in my office and duly  
 recorded in federal film records microfilm  
Rebecca A. Jenkins  
Sophanie Lunsberry 3.00  
 Ex-Officio Recorder Deputy

LAND TITLE COMPANY



WICKHAM SYSTEMS 300

DATED: This 23 da

CORRECTED ASSIGNMENT

CORRECTED Instrument No. 122572

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. 54641, 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: SE 1/4, EXCEPT THEREFROM, Beginning at a point 300 feet East of the Southwest corner of the SE 1/4 of said Section 16, and running thence North 150 feet; thence West 200 feet; thence South 150 feet; thence East 200 feet, to the point of beginning.

Section 21: NW 1/4, EXCEPT THEREFROM, Beginning at a point 800 feet East of the Northwest corner of the NE 1/4 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.

STATE OF IDAHO )  
County of Caribou ) ss

On this 23 day of undersigned Notary Public 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 Car  
I hereby cert  
at the request  
of 2:25 o'clock  
D. J. H.  
Notary Public  
F. C. H. H. H.

WICKHAM SYSTEMS

WICKHAM SYSTEMS 300

MICROFILM  
SYSTEMS 3M

ASSIGNMENT

LORETTA 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 31 East of the Boise Meridian:

Section 16: SE1/4, EXCEPT THEREFROM, Beginning at a point 300 feet East of the Southwest corner of the SE1/4 of said Section 16, and running thence North 150 feet; thence West 200 feet; thence South 150 feet; thence East 200 feet, to the point of beginning.

Section 21: NW1/4, EXCEPT THEREFROM, Beginning at a point 800 feet East of the Northwest corner of the NW1/4 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 Assignor 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, 1968.

1968

STATE OF IDAHO

County of Caribou

I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my files and duly recorded.

*[Signature]*

ASSIGNOR:

*Loretta S. Hansen*  
LORETTA S. HANSEN

STATE OF IDAHO )  
County of Caribou ) ss

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)

MICROFILM  
SYSTEMS 3M



ASSIGNEE:

*Wayne H. Hansen*  
WAYNE HANSEN

STATE OF IDAHO )  
County of Caribou ) ss

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 hereto set my hand and affixed my official seal the day and year first above written.

*[Signature]*  
NOTARY PUBLIC FOR IDAHO  
Residing at Soda Springs  
Comm. Expires 11/11/87

(ORAL)

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT, made and entered into this 22nd day of May, 1968, by and between Neil 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, E<sub>2</sub> of Lot 4, SE<sub>1/4</sub> of Lot 4, EXCEPT THEREFROM, Beginning at the Southeast corner of the E<sub>2</sub> of Lot 4, and running thence North 777 feet, more or less, along the West line of said E<sub>2</sub> of Lot 4, to a point on the West boundary of the Irrigation Canal; thence Southwesterly along the West boundary of said Irrigation Canal 874.5 feet, more or less, to a point on the South line of said E<sub>2</sub> of Lot 4, which point is 396 feet from the point of beginning; thence West 396 feet to the point of beginning.

Section 18: ~~Lot 3, E<sub>2</sub> of Lot 4, SE<sub>1/4</sub> of Lot 4, EXCEPT THEREFROM, Beginning at the Southeast corner of the E<sub>2</sub> of Lot 4, and running thence North 777 feet, more or less, along the West line of said E<sub>2</sub> of Lot 4, to a point on the West boundary of the Irrigation Canal; thence Southwesterly along the West boundary of said Irrigation Canal 874.5 feet, more or less, to a point on the South line of said E<sub>2</sub> of Lot 4, which point is 396 feet from the point of beginning; thence West 396 feet to the point of beginning.~~

Section 21: ~~None.~~

Sections 20 and 21: A tract located in E<sub>1/2</sub> of said Section 21, and in the SE<sub>1/4</sub> of Section 20, more particularly described as follows:  
Beginning at the Southeast corner of the SE<sub>1/4</sub> 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 line 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 NE<sub>1/4</sub> of 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 and Kathy Hansen* at 10:05 o'clock P.M.

this 22nd day of May, 1968, in my office as

County Clerk of Caribou County, Idaho.

Witness my hand and the seal of said County at Grace, Idaho, this 22nd day of May, 1968.

Kenneth M. Fawcett

No. 64641

By *Reid E. Hansen* at 3:30

Al  
St  
th  
St  
St  
De  
Ir  
fs  
sc  
  
L  
pr  
ki  
pe  
  
pr  
es  
sh  
n  
th  
ti  
pa  
re

Page 2. - CONTRACT FOR SALE OF REAL ESTATE  
Hansen - Hansen.

Together with 100 shares each of the stock of East 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              | Irrigation - surface pipe      |
| Three-way plow                | Baler                          |
| Scraper                       | Irrigation system              |
| Mower                         | Farm hand on truck             |
| Weeder                        | Irrigation pump and motor      |
| Rake                          | Sprinkling system main line    |
| Grain drill                   | One-eighth mile sprinkler pipe |
| Post hole digger              | Sprinkler pipe wagon           |
| Fertilizer spreader           | Calf squeeze                   |
| Irrigation - underground pipe |                                |

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.

This informant, Made this 23 day of December in the year of Our Lord  
 One thousand Nine hundred and Thirty-five, between LEO P. HANSEN and DORTHA HANSEN, the parties of the  
 husband and wife, State of Idaho, the parties of the  
 of Leo, County of Bannock, the part y of the  
 of Leo, County of Bannock, State of Idaho, the part y of the

[illegible]

The East half of the Northwest quarter of the Northwest Quarter and the East half of the Northwest Quarter of Section six, Town 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, T11S, R41E, 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 1 East of the Boise Meridian, in Idaho, contains 120 acres.

together with all ditch and water rights, however evidenced, upon  
upon any of the property above described or appertaining thereto.  
(89.93) I. A. 3, attached to deed and cancelled.)

[illegible]

**Alvin Thitchhead**

Lars O. Hansen.  
 Martha Hansen.

NOTES OF INTEREST

1. I, Bennock  
do hereby certify that on the 23 day of December, 1935, before me, Alvin Whitehead  
a Notary Public and of said county and State, personally appeared James P. Hadden and Louella Hadden,  
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 for the purposes and consideration therein expressed. I have signed my name and official seal to this certificate of acknowledgment.  
GIVEN UNDER MY HAND AND SEAL OF OFFICE, at Alvin Whitehead, Notary Public  
Washington, Idaho,  
this 23 day of December, 1935.  
(noted)

I hereby certify that the instrument was filed for record as the report of Emil Hansen, Lopo Isaho.  
at 45 minutes past 2 o'clock P. M., this 6 day of Dec.  
A. D. 1945, in Book 94 of books, at page 574.  
Anna Keefe, By  
Per, 61,030 F. A. Williams, Recorder

[illegible]

The Section and the South 'all Township Six South to 'near one hundred two rods west from northwest quarter of eight, East of the section a distance of one mile in the North direction along the line East from the West Quarter to the 'center of the section thirty-three rods plus or minus of one foot from the above area or land, nearest quarter of Six South of Range

Together with all our songs  
and words and deeds there  
is THIS AND THE MORE  
of it just y of the same

It's a surprise  
to see a  
new version of the same old  
IN THE NEW WORLD  
LA and we have done it  
in the new world of the future

Willard Call.

STATE OF MISSISSIPPI,  
County of \_\_\_\_\_  
I, \_\_\_\_\_, Clerk of said Court,  
do hereby certify that \_\_\_\_\_  
is duly qualified as a juror in  
the case of \_\_\_\_\_ vs. \_\_\_\_\_  
and \_\_\_\_\_ vs. \_\_\_\_\_  
in which cases \_\_\_\_\_  
are defendants.

WITNESSETH my hand and seal of office  
this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_.  
Clerk of Court.

I have verified that this is  
at 18 minutes  
1 1/2 hours in the  
Feb. 61-62

## WARRANTY DEED

For Value Received

Dale and Ileene L. Peterson

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

Ronald Lee Hamm

whose current address is Box 126, Paradise, Utah

13-771A

the grantee, the following described premises, in Caribou County Idaho, to wit:  
 Township 11 South Range 41 East of the Boise Meridian:

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

ALSO EXCEPT THEREFROM, that portion of land in the NW $\frac{1}{4}$  SE $\frac{1}{4}$  SW $\frac{1}{4}$  lying Northwest of the center of Middle Fork of Trout Creek.

ALSO EXCEPT THEREFROM, that portion of land in the SE $\frac{1}{4}$  SE $\frac{1}{4}$  SW $\frac{1}{4}$  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 nineteenth 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.

K. M. McEwen  
 Notary Public  
 Residing at Portland, Oregon  
 Comm. Expires Nov. 23, 1984

STATE OF IDAHO  
 County of Caribou

I hereby certify that this instrument was filed at the request  
 of De. Ronald Hamm  
 at 5:55 o'clock P on this 25th day of  
February, 1980. In my office and duly  
 recorded in Microfilm Records microfilm  
Rebecca A. Jenkins  
Stephanie Landberry  
 Ex-Officio Recorder Deputy

# QUICKLOOK @ OWNER SHIP CHANGES

OWNER OF  
WATER RIGHT RECORDS  
BY

1935  
LARS → EMIL  
HANSEN → HANSEN

1968  
EMIL  
PETERSEN → REID  
HANSEN → HANSEN  
ALL WATER RIGHTS

1977  
REID → DAVE  
HANSEN → PETERSEN

1980  
DAVE → RAY  
PETERSEN → HANSEN

1968  
LORETTA → WAYNE  
EMIL → HANSEN  
HANSEN