

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUL 26 2011

DEPARTMENT OF  
WATER RESOURCES

Notice of Change in Water Right Ownership

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

| Water Right/Claim No. | Split?                       | Water Right/Claim No. | Split?                       | Water Right/Claim No. | Split?                       |
|-----------------------|------------------------------|-----------------------|------------------------------|-----------------------|------------------------------|
| 29-00578A             | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
| 29-00578B             | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |

2. Previous Owner's Name: Don G. & Virginia E. Rigby (A portion); Kent B. & Norma M. Sheffield (B portion)

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): U.S.A. Acting Through U.S.D.I Bureau of Land Management

Name of each new owner as listed on the conveyance document

New owner continued Name connector ☐ and ☐ or ☐ and/or

1387 S. Vinnell Way

Mailing address

Boise

ID

83709-1657

City

State

ZIP

(208) 373-4000

fwpice@BLM.gov

Telephone

Email

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

5. Date you acquired the water rights and/or claims listed above: 10/18/2002

6. This form must be signed and submitted with the following **REQUIRED** items:

- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- Filing fee (see instructions for further explanation):
  - \$25 per *undivided* water right.
  - \$100 per *split* water right.
  - No fee is required for pending adjudication claims.

SUPPORT DATA

IN FILE # 29-518A

7. Signature: [Signature] Water Rights Specialist 07-26-2011

Signature of new owner/claimant

Title, if applicable

Date

Signature: \_\_\_\_\_ Title, if applicable: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by 387

Date 7/26/2011

Receipt No. 093645

Receipt Amt. \$50

Approved by \_\_\_\_\_

Processed by 52

Date 11/20/12

**CARIBOU COUNTY 029**  
**IDAHO FALLS DISTRICT SEC 15**



No warranty is made by the Bureau of Land Management. The accuracy, reliability, or completeness of these data for individual use is appropriate use with other data is not guaranteed.

MT PLAT

[illegible]

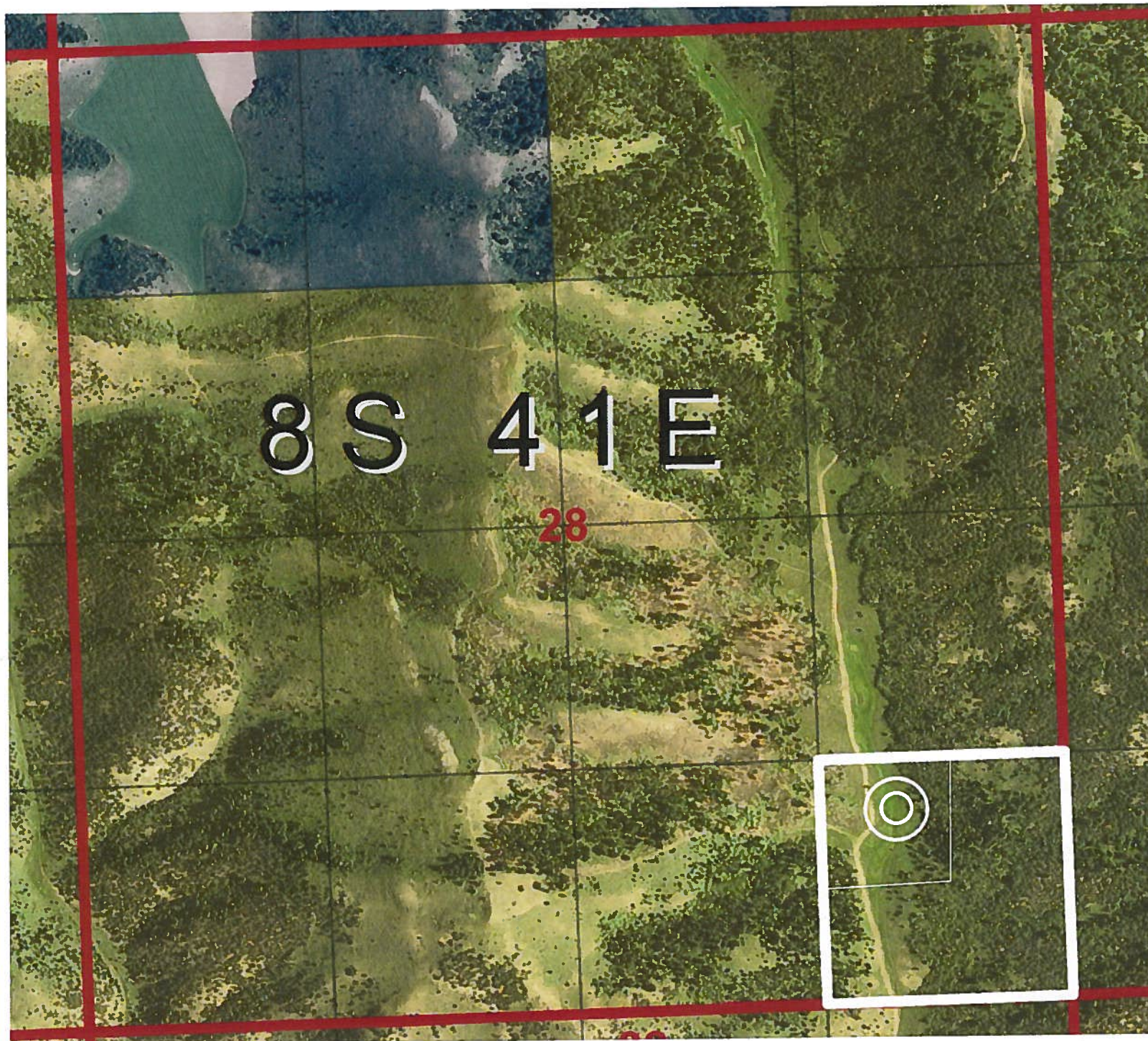
100

Secs 27, 32, 34, 38

**Secs 27, 33, 34, 35**

|                                  |                            |                        |     |
|----------------------------------|----------------------------|------------------------|-----|
| FILE REF                         | ID08080294 N6EAM0202b (4=) |                        |     |
| COMPLATED TFF                    | 04230208                   | SVT:                   | LTM |
| LAST UPDATED:                    | 02080207                   | SV:                    | LTM |
| QAQC #1                          |                            | QAQC #2:               |     |
| POSTED TO PUBLIC RECORDS:        |                            |                        |     |
| BY:                              |                            |                        |     |
| PUBLIC LAND SURVEY SYSTEM (PLSS) |                            |                        |     |
| BLM DGBN ACQUIRED                |                            | B4G06005               |     |
| OTHER                            |                            | NA                     |     |
| PROJECTED COORDINATE SYSTEM      |                            |                        |     |
|                                  |                            | UTM ZONE 12N, NAD 1983 |     |
| NOTES:                           |                            |                        |     |
| USE PLOTS:                       |                            |                        |     |

Down Mar.  
T. 85  
R 41 E



29-00578A

29-00578B

Big Spring

UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Idaho State Office  
1387 South Vinnell Way  
Boise, Idaho 83709-1657

In Reply Refer To:  
7250/1230 (933) P

*July 27, 2001*

EMS  
Instruction Memorandum No. ID-2001-063  
Expires: 09/30/2002

To: ICT

From: State Director

Subject: Water Rights Delegation of Authority

Idaho State Office 1203 - Delegation of Authority Manual Supplement is amended to add a delegated authority to both the Deputy State Director for Resource Services and the Branch Chief for Lands and Minerals to negotiate and settle Snake River Basin Adjudication (SRBA) water rights issues. The SRBA water rights team leader (Gary Madenford) and senior water rights specialist (Fred Price) will continue to have authority to represent the BLM regarding all water rights issues.

This delegation is effective immediately. The Idaho Delegation of Authority Supplement will be revised to reflect these changes.

Contact Jimmie Buxton if you have comments or questions regarding this issue.

Signed by:  
Martha G. Hahn

Authenticated by:  
Susanna M. Henry  
Staff Assistant (ID-933)

cc:  
ISO Water Rights Team  
Larry Brown, DOJ Attorney  
Mel Matlock (950)  
Bill Ferry, Field Solicitor - Boise

## 1203 - DELEGATION OF AUTHORITY

| Subj<br>Code | Authority                                                                                                                                                                                                                                                                                                                           | Authority Delegated To |     |          |    |    |    |    |         |      |      |     |
|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-----|----------|----|----|----|----|---------|------|------|-----|
|              |                                                                                                                                                                                                                                                                                                                                     | SD                     | DSD | Br Chief | DM | FM | AO | OM | All Sup | SSPA | DFMO | MRF |
| 6840         | Conduct endangered species consultation per Section 7 of Endangered Species Act of 1973, as amended.<br><br>Source: 50 CFR 402<br>Date of Last Change: 07/08/04                                                                                                                                                                     | X                      |     |          | X  | X  |    |    |         |      |      |     |
| 7250         | Settle water rights issues.<br><br>-----<br>1) Special delegation to DSD for Resource Services and the Special Project Team (Water Rights). See Instruction Memorandum No. ID-2001-063, Subject: Water Rights Delegation of Authority.<br><br>-----<br>Source: 1993 court order to State Director.<br>Date of Last Change: 07/08/04 | X                      | I   |          |    |    |    |    |         |      |      |     |
| 8120         | Carry out matters of responsibility of BLM relating to <b>determination</b> of eligibility for nomination to the National Register under 36 CFR 63.<br><br>Source: 36 CFR 63<br>Date of Last Change: 07/08/04                                                                                                                       | X                      |     |          | X  | X  |    |    |         |      |      |     |
| 8120         | Carry out matters of responsibility of BLM relating to <b>nomination</b> to the National Register under 36 CFR 60.<br><br>Source: 36 CFR 60, Idaho Manual Supplement 8100<br>Date of Last Change: 07/08/04                                                                                                                          | X                      |     |          | X  | X  |    |    |         |      |      |     |
| 8131         | Approve Cultural Resource Management Plans.<br><br>Source: Idaho Manual Supplement 8131<br>Date of Last Change: 07/08/04                                                                                                                                                                                                            | X                      |     |          | X  |    |    |    |         |      |      | X   |

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## CARIBOU LAND TITLE, INC.

P.O. Box 608  
241 South Main, #3  
Soda Springs, Idaho 83276

(208) 547-4321 Office

(208) 547-2241 Fax

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July 20, 2011

ATTN: Laura Bingham  
United States Department of the Interior  
Bureau of Land Management  
Idaho State Office  
1387 South Vinnell Way  
Boise, ID 83709-1657

Re: Rigby/Southeast Idaho Mule Deer  
IDI-34047 (933)

Dear Laura:

Enclosed herewith are the following documents concerning the above cited matter as per your request:

- 8/23/11-79 Copy of Warranty Deed No. 79337 (Hubbard etal-Don C. Rigby Family Partnership)
- 1/10/1984 Copy of Warranty Deed No. 119332 (Don C. Rigby Family Partnership-Burgess)
- 7/1/1983 Copy of Warranty Deed No. 119502 (Burgess-KBS Investments)
- 11/19/1986 Copy of Quit Claim Deed No. 130535 (IBS Investments-Scheffield)
- 4/8/2002 Copy of Judgment No. 165790 (Bankruptcy Kent B Scheffield)
- 4/11/2002 Copy of Trustees Deed No. 165791 (Gillman, Trustee for Scheffield-Southeast Idaho Mule Deer Foundation)
- 10/7/2002 Copy of Warranty Deed No. 167401 (Southeast Idaho Mule Deer Foundation-USA/BLM)

Our billing

I do not find that Don C. Rigby and Virginia E. Rigby ever owned this individually but that it went directly into the partnership.

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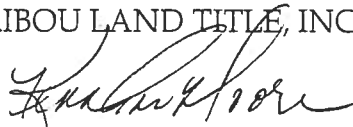
"THANK YOU" for the privilege of serving you. Please remember to designate CARIBOU LAND TITLE, INC., in your next title or escrow closing transaction.

If you have any questions concerning this matter, please call Kena Ann Moore at 208-547-4321.

Very truly yours,

CARIBOU LAND TITLE, INC.

By:



KENA ANN MOORE

STATE OF IDAHO }  
County of Caribou }

SS

79337

I hereby certify that this instrument was filed  
at the request of Caribou Title Co  
at 2:07 o'clock P.M. this 20 day of  
March, 19 74 in my office and duly

recorded in Microfilm Records 79337

KENNETH M. FOWLER

Ex-Officio Recorder

Deputy

#### WARRANTY DEED

ROBERT W. HUBBARD and AILEEN A. HUBBARD, husband and wife; MURRIE C. GODFREY and RHEA GODFREY, husband and wife; DALE K. CORBRIDGE and ANNA LEE CORBRIDGE, husband and wife; and DAVID H. CLEGG and SHIRLEY CLEGG, husband and wife, Grantors, of Soda Springs, County of Caribou, State of Idaho, hereby CONVEY and WARRANT to DON C. RIGBI FAMILY PARTNERSHIP, Grantee, of Logan, County of Cache, State of Utah, for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration the following described tracts of real property in the Counties of Bonneville, Caribou, Bannock and Franklin, State of Idaho:

#### Bonneville County, Idaho:

1. Township 4 South, Range 42 East of the Boise Meridian:  
Section 26: NW1/4SE1/4, W1/2NE1/4, SE1/4SE1/4, NW1/4, N1/2SW1/4  
Section 35: Lots 1, 2, 3 and 4  
Section 27: E1/2NE1/4

#### Caribou County, Idaho:

2. Township 8 South, Range 39 East of the Boise Meridian:  
Section 10: SE1/4  
Section 36: N1/2, NE1/4SW1/4, SE1/4
3. Township 9 South, Range 39 East of the Boise Meridian:  
Section 1: Lots 1, 2, 3, 4 and 5, SW1/4NW1/4  
Section 2: Lots 6 and 7, SW1/4NE1/4, SE1/4NW1/4, N1/2 SW1/4
4. Township 8 South, Range 40 East of the Boise Meridian:  
Section 24: SE1/4SW1/4, SW1/4SE1/4  
Section 25: N1/2, NE1/4SW1/4, SE1/4  
Section 26: NE1/4, NE1/4NW1/4 SW1/4, W1/2SE1/4, SE1/4SE1/4  
Section 29: S1/2S1/2  
Section 30: SW1/4SE1/4  
Section 31: Lots 2 and 3, NE1/4, E1/2NW1/4, NE1/4 SE1/4  
Section 32: All  
Section 33: E1/2NE1/4, N1/2SE1/4, and all that portion of the SW1/4SE1/4 lying North of the

Northerly right of way line of the Oregon Shortline Railroad, except therefrom the following tract: Beginning at the Southwest corner of the SE1/4 of Section 33, and running thence North 776 feet to the Northerly line of the Oregon Shortline Railroad Right of way; thence South 60°30' East along said line 377 feet to the true point of beginning; thence continuing South 60°30' East along said line 200 feet; thence North 29°30' East 150 feet; thence North 60°30' West 200 feet; thence South 29°30' West 150 feet, to the true point of beginning.

Section 34: NE1/4NE1/4, W1/2NE1/4, NW1/4, NW1/4SW1/4  
Section 35: N1/2N1/2, SE1/4NE1/4, N1/2SE1/4  
Section 36: S1/2NW1/4, N1/2SW1/4

5. Township 9 South, Range 40 East of the Boise Meridian:

Section 1: Lots 1 and 2, S1/2NE1/4, also, beginning at the East quarter corner of said Section 1, and running thence West on the latitudinal center line of said Section 1, 3421.0 feet, more or less, to a point 1859.0 feet East of the West quarter corner of said Section 1; thence South 43°30' East 1698 feet; thence South 39°15' East 1592 feet; thence South 15° East 181 feet, more or less, to the South line of said Section 1, thence East on the South line of said Section 1, 1199 feet, more or less, to the Southeast corner of said Section 1; thence North on the East line of said Section 1, 2640 feet, more or less, to the place of beginning.

Section 5: Lots 3 and 4, S1/2NW1/4, SW1/4  
Section 6: Lots 3, 4, and 5, SE1/4NW1/4

6. Township 8 South, Range 41 East of the Boise Meridian:

Section 19: NE1/4NW1/4, SE1/4SW1/4  
Section 27: SW1/4NE1/4, SE1/4  
Section 28: S1/2SE1/4  
Section 29: NW1/4NE1/4, N1/2NW1/4, SE1/4SE1/4  
Section 30: Lots 1, 2, 3 and 4, N1/2NE1/4, SW1/4NE1/4, E1/2NW1/4, E1/2SW1/4, W1/2SE1/4, SE1/4SE1/4  
Section 31: Lot 4, SE1/4NE1/4, E1/2SW1/4, SE1/4  
Section 32: E1/2NE1/4, S1/2SW1/4, SE1/4  
Section 33: NE1/4NE1/4, SW1/4NW1/4  
Section 34: E1/2NE1/4  
Section 35: NW1/4NW1/4, S1/2NW1/4, SW1/4

7. Township 9 South, Range 41 East of the Boise Meridian:

Section 2: Lots 1, 2, 3 and 4.  
Section 5: Lots 3 and 4, S1/2NW1/4  
Section 6: Lots 1, 2, 3, 4, 5, 6, and 7, SW1/4NE1/4, SE1/4NW1/4, NE1/4SW1/4, N1/2SE1/4, SE1/4SE1/4

Bannock County, Idaho:

3. Township 12 South, Range 39 East of the Boise Meridian:  
Section 33: SW1/4NE1/4, W1/2SE1/4, SE1/4SE1/4
4. Township 13 South, Range 39 East of the Boise Meridian:  
Section 4: All, except the NW1/4NE1/4  
Section 5: N1/2SE1/4, SW1/4SE1/4, NW1/4, N1/2SW1/4, SW1/4SW1/4, N1/2NE1/4, SE1/4NE1/4  
Section 9: All, except the NE1/4NE1/4

Franklin County, Idaho:

10. Township 12 South, Range 39 East of the Boise Meridian:  
Section 34: SW1/4SW1/4
11. Township 13 South, Range 39 East of the Boise Meridian:  
Section 15: All  
Section 3: W1/2, SW1/4SE1/4  
Section 10: All, except the NE1/4NE1/4 and excepting also beginning at a point 200 feet North of the Southeast corner of the SE1/4NE1/4, thence running West 600 feet; thence running Northwest to the Northwest corner of the Southeast quarter of the Northeast quarter; thence East 80 rods; thence South to the point of beginning.  
Section 14: NW1/4, W1/2SW1/4  
Section 22: NW1/4

Together with all tenements, hereditaments and appurtenances including all water rights thereunto belonging or appertaining, all reversionary and remainder interests, rents, issues and profits thereof; and all estate, right, title and interest in the said property whether legal or equitable, of Grantors; and further warrant that there are no encumbrances, charges or assessments on or against said property except as set forth in that certain Agreement dated March 25, 1971, executed by Grantors and Grantee, and further warrant and agree to defend Grantee's title as set forth herein against all other persons whomsoever.

WITNESS the hands of said Grantors this 25th day of March, A.D. 1971.

Signed in the Presence of:

Leonard O. Kingsford

Robert W. Hubbard  
ROBERT W. HUBBARD

Aileen A. Hubbard  
AILEEN A. HUBBARD

Muriel C. Godfrey  
MURIEL C. GODFREY

Rhea Godfrey  
RHEA GODFREY

Dale K. Corbridge  
DALE K. CORBRIDGE

Anna Lee Corbridge  
ANNA LEE CORBRIDGE

David H. Clegg  
DAVID H. CLEGG

Shirley Clegg  
SHIRLEY CLEGG

STATE OF IDAHO            )  
                              : ss.  
COUNTY OF CARIBOU        )

On the 25th day of March, A.D. 1971, personally appeared before me ROBERT W. HUBBARD and AILEEN A. HUBBARD, husband and wife; MURRIE C. GODFREY and RHEA GODFREY, husband and wife; DALE K. CORBRIDGE and ANNA LEE CORBRIDGE, husband and wife; and DAVID H. CLEGG and SHIRLEY CLEGG, husband and wife, the signers of the within instrument, who duly 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.

Leonard O. Hingsford  
NOTARY PUBLIC for Idaho  
Residing at:

My Commission Expires:

August 14, 1973.



## IDAHO SECRETARY OF STATE Viewing Business Entity

Ben Ysursa, Secretary of State

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### **DON C. RIGBY FAMILY PARTNERSHIP**

1226 RIGBY RD  
BANCROFT, ID 83217

**Type of Business:** PARTNERSHIP AUTHORITY (GP)

**Status:** CURRENT, CURRENT 08 Nov 2007

**State of Origin:** IDAHO

**Date of** 08 Nov 2007

**Origination/Authorization:**

**Current Registered Agent:** DON C RIGBY  
1226 RIGBY RD  
BANCROFT, ID 83217

**File Number:** K552

**Date of Last Annual Report:**

**Original Filing:**

**Filed 08 Nov 2007** ORIGINAL  
FILING

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Image \(TIFF format\)](#)

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Comments, questions or suggestions can be emailed to: [sosinfo@sos.idaho.gov](mailto:sosinfo@sos.idaho.gov)



# STATEMENT OF PARTNERSHIP AUTHORITY

(Instructions on back of application)

07 NOV -8 AM 8:20

EFFECTIVE

SECRETARY OF STATE  
STATE OF IDAHO

The undersigned partnership hereby files a statement of partnership authority, and submits the following information to the Secretary of State pursuant to Idaho Code § 53-3-303.

- The name of the partnership is: Don C. Rigby Family Partnership
- The street address of its chief executive office is: 1226 Rigby Road, Bancroft, ID 83217
- The street address of one (1) office in Idaho: 1226 Rigby Road, Bancroft, ID 83217
- The names and mailing addresses of all partners (attached sheets may be added):

| Name                          | Address                                                    |
|-------------------------------|------------------------------------------------------------|
| <u>Don C. Rigby</u>           | <u>1226 Rigby Road, P.O. Box 187, Bancroft, ID 83217</u>   |
| <u>The Rigby Family Trust</u> | <u>1441 Rhode Island Ave, NW #613 Washington, DC 20005</u> |
| <u>Suzanne Rigby</u>          | <u>1441 Rhode Island Ave, NW #613 Washington, DC 20005</u> |

OR the name and address of the agent in Idaho who maintains a list of all partners:

\_\_\_\_\_

- The names of the partners authorized to execute an instrument transferring real property held in the name of the partnership:

|                      |       |       |
|----------------------|-------|-------|
| <u>Don C. Rigby</u>  | _____ | _____ |
| <u>Suzanne Rigby</u> | _____ | _____ |
| _____                | _____ | _____ |

- Signature of at least 2 partners:

- Don C. Rigby  
Typed Name Don C. Rigby
- Suzanne Rigby  
Typed Name Suzanne Rigby
- \_\_\_\_\_  
Typed Name \_\_\_\_\_

Secretary of State use only

IDAHO SECRETARY OF STATE  
11/08/2007 05:00  
CK: 4358 CT: 219399 BH: 1084497  
1 @ 100.00 = 100.00 PARTN AUT # 2

g:\oap\forms\lgform\partnership\auth.p65  
Revised 09/2002

Web Form

K552

**Idaho Secretary of State**

**Statement of Partnership Authority: Continuation Sheet**

**4. The names and mailing addresses of all partners (continued):**

Christine R. Arrington  
10 Mardon Road  
Larchmont, NY 10538

Eric D. Rigby  
American Embassy - Paris  
PSC 116, B-402  
APO, AE 09777

or

Eric D. Rigby  
28 Avenue Hoche  
75008 Paris  
France

MAIL TO:

WARRANTY DEED

BRET V. BURGESS dba WESTVIEW LAND COMPANY, Grantor, of Summit County, State of Utah, hereby CONVEYS and WARRANTS to KBS INVESTMENTS, a Utah Corporation, Grantee, of Summit County, State of Utah, for good and valuable consideration, the following described tract of land located in Caribou County, State of Idaho, to-wit:

TOWNSHIP 8 SOUTH, RANGE 41 EAST OF THE BOISE MERIDIAN.  
SECTION 28: SOUTH HALF OF THE SOUTHEAST QUARTER.

WITNESS, the hand of grantor this 1st day of July, 1983.

Signed in the presence of )  
)  
)  
)  
)  
)  
)

Ronald E. King

BRET V. BURGESS

STATE OF UTAH )  
:ss  
County of Salt Lake )

On the 1st day of July, 1983, personally appeared before me,  
BRET V. BURGESS, the signer of the foregoing instrument who duly  
acknowledged to me that he executed same.

Ronald E. King  
NOTARY PUBLIC

My Commission Expires: July 1, 1984

Residing at: 2nd St. N. W.

STATE OF IDAHO }  
County of Caribou }

83 119502

I Hereby certify that this instrument was filed  
at the request of Kent B. Sheffield  
at 3:00 o'clock P M this 8th day of  
February, 1984, in my office and duly  
recorded in Microfilm Records  
Myma W. Archibald Larson  
Ex-Officio Recorder J-80 Deputy

130535

Dec 31, 1986  
1:30 pmJ. H. H. H.  
2.00

## QUIT-CLAIM DEED

KBS INVESTMENTS, INC., a corporation organized and existing under the laws of the State of Utah, with its principal office at Oakley, Summit County, State of Utah, Grantor, hereby QUIT CLAIMS to KENT B. SHEFFIELD and NORA M. SHEFFIELD, Grantees, of Oakley, Summit County, State of Utah, for the sum of TEN DOLLARS (\$10.00) the following described tract of land in Caribou County, State of Idaho, to-wit:

TOWNSHIP 8 SOUTH, RANGE 41 EAST OF THE BOISE MERIDIAN.  
SECTION 28; SOUTH HALF OF THE SOUTHEAST QUARTER.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 17<sup>th</sup> day of NOVEMBER, 1986.

Kent B. Sheffield  
KENT B. SHEFFIELD/President

Nora M. Sheffield  
NORA M. SHEFFIELD/Secretary

STATE OF UTAH )  
:ss  
County of Summit)

On the 19<sup>th</sup> day of Nov, 1986, personally appeared before me Kent B. Sheffield and Nora M. Sheffield, who being by me duly sworn did say, each for himself, that he, the said Kent B. Sheffield is the president, and she, the said Nora M. Sheffield is the secretary of KBS Investments, Inc., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Kent B. Sheffield and Nora M. Sheffield each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Ronald E. Kuehn  
NOTARY PUBLIC

My commission expires:

June 25, 1988

Residing at: Sandy, Utah

## WARRANTY DEED

THE DON C. RIGBY FAMILY PARTNERSHIP, grantor, of Bancroft, County of Caribou, State of Idaho, hereby CONVEYS and WARRANTS to Bret V. Burgess d/b/a WEST VIEW LAND COMPANY, grantee of Wasatch County, State of Utah, for the sum of TEN DOLLARS, (10.00) and other good and valuable consideration, the following described tract of land in Caribou County, State of Idaho:

Township 8 South, Range 41 East of the Boise Meridian.

Section 28: South Half of the Southeast Quarter.

Containing 80 acres more or less

Witness, the hand of said grantor, this 10<sup>th</sup> day of Jan., 1984.

DON C. RIGBY FAMILY PARTNERSHIP

By: Don C. Rigby

Don C. Rigby, Managing Partner

State of Idaho

County of Caribou

On the 10<sup>th</sup> day of Jan., 1984, personally appeared before me Don C. Rigby, Managing Partner of the Don C. Rigby Family Partnership, the signer of the within instrument, who duly acknowledged to me that he executed the same.

STATE OF IDAHO } SS 119332  
County of Caribou }

I hereby certify that this instrument was filed  
at the request of West View Land Co.  
at 4:45 o'clock P M this 25<sup>th</sup> day of  
January, 1984 in my office and duly  
recorded in Microfilm Records

Myrna W. Archibald

Ex-Officio Recorder \$2.00

Deputy

Honda Jean Benson

Notary Public

Residing at: Soda Spring, Ida

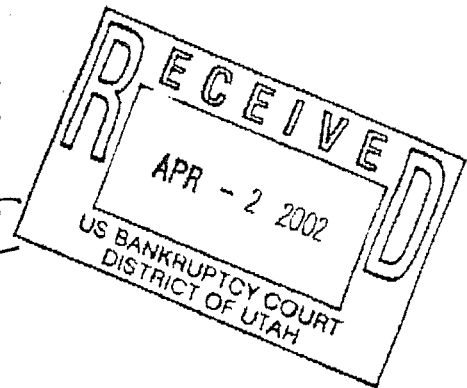
My Commission Expires: Lifetime

STATE OF IDAHO  
County of Caribou  
Date: 4-17-02  
Time: 4:00 pm  
Official Records

Recorder: Edie Izatt

Deputy: Jennifer Edgley  
Fee: 39.00

Duane H. Gillman #1194  
McDOWELL & GILLMAN, P.C.  
Twelfth Floor  
50 West Broadway  
Salt Lake City, Utah 84111  
Telephone: (801) 359-3500  
Attorneys for Trustee



IN THE UNITED STATES BANKRUPTCY COURT  
DISTRICT OF UTAH, CENTRAL DIVISION

In re:

KENT BINGHAM SHEFFIELD and  
NORA MARIE SHEFFIELD,

662 Cobblestone Lane  
Midvale, UT 84047

SSN: 529-48-9339

SSN: 528-76-2987

Debtors.

Bankruptcy Case No.

00T-34056

[Chapter 7]

ORDER AUTHORIZING TRUSTEE'S SALE OF REAL PROPERTY OF THE ESTATE

The Trustee's Motion for an Order Authorizing the Sale of Real Property of the Estate came on for regular scheduled hearing before this court on the 2<sup>nd</sup> day of April 2002 at 10:00 a.m., the Honorable William T. Thurman, presiding. Appearing at the hearing were the following: McDowell & Gillman, P.C. on behalf of the Trustee and other appearances as noted on the record.

The court, having considered the Trustee's Motion, found notice to be proper and the sale

to be in the best interest of the estate. Based thereon, it is hereby  
I hereby certify that the annexed and foregoing  
is a true and complete copy of a document on  
file in the United States Bankruptcy Court  
for the District of Utah.

No. of Pages 13

DATED: April 8, 2002

ATTEST: Cynthia Freeman

Deputy Clerk

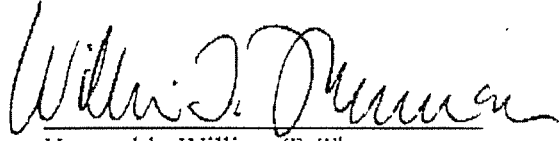


0034056D11

ORDERED that the Trustee is authorized to sell real property of the estate pursuant to the terms and conditions of the Notice dated March 5, 2002, a copy of which is attached hereto as **Exhibit A.**

DATED: April 2 2002

BY ORDER OF THE COURT:

  
Honorable William T. Thurman  
United States Bankruptcy Judge

CLERK'S CERTIFICATE OF SERVICE

I certify that on this 3 day of April, 2002, I caused to be served a true and correct copy of the foregoing **Order Authorizing Trustee's Sale of Real Property of the Estate**, by depositing the same in the United States mail, postage pre-paid, and addressed to the following:

William B. Maughan  
Maughan & Associates  
56 East 2<sup>nd</sup> South  
Soda Springs, ID 83276

United States Trustee  
9 Exchange Place, Suite 100  
Salt Lake City, UT 84111

Duane H. Gillman  
McDowell & Gillman, P.C.  
50 West Broadway, Suite 1200  
Salt Lake City, UT 84101

James and Nora Sheffield  
662 Cobblestone Lane  
Midvale, UT 84047

Daniel W. Hunter  
Daniel W. Hunter & Associates  
7321 South State Street, Suite A  
Midvale, UT 84047

  
\_\_\_\_\_  
Clerk of the Court

165790

Duane H. Gillman #1194  
McDOWELL & GILLMAN, P.C.  
Twelfth Floor  
50 West Broadway  
Salt Lake City, Utah 84111  
Telephone: (801) 359-3500  
Attorneys for Trustee

FILED IN THE  
UNITED STATES  
BANKRUPTCY COURT  
DISTRICT OF UTAH  
MAR 5 4 14 PM '02  
WILLIAM J. BAUER  
CLERK OF COURT  
BY \_\_\_\_\_  
DEPUTY CLERK

IN THE UNITED STATES BANKRUPTCY COURT  
DISTRICT OF UTAH, CENTRAL DIVISION

In re:

KENT BINGHAM SHEFFIELD and  
NORA MARIE SHEFFIELD,

662 Cobblestone Lane  
Midvale, UT 84047

SSN:529-48-9339  
SSN:528-76-2987

Debtors.

Bankruptcy Case No.

00T-34056

[Chapter 7]

NOTICE OF TRUSTEE'S INTENT TO SELL REAL  
PROPERTY OF THE ESTATE and NOTICE OF HEARING

Notice is hereby given that Duane H. Gillman, chapter 7 trustee of the above named debtor [Trustee] intends in the absent of valid objection to sell the real property described below that is included in the bankruptcy estate of the above named debtor, free and clear of liens and interests with valid liens and/or interests to attach to the sales proceeds and with the sale to conform with the offer attached hereto and incorporated herein by referenced as **Exhibit A**, or any comparable offer for the same or higher price and with the same terms and conditions as set forth in this notice and Exhibit A.

**165790**

**I.**

**DESCRIPTION OF REAL PROPERTY**

Legal Description: S ½ SE 1/4, 80 Acres, Sec 28; Parcel No: 1622B; Caribou County, ID

**II.**

**NOTICE OF SALE**

The sale price will be \$45,000.

**III.**

**TERMS AND CONDITIONS OF SALE**

1. The real property will be sold as is, where is and with no warranties or guarantees of any kind.
2. The real property is sold free and clear of liens and interests with valid liens and/or interests to attach to the sales proceeds.
3. The Trustee will provide standard issue title insurance policy on the real property.
4. A earnest money deposit of \$1,500 is required and has been received from the buyer and is being held in the real estate agents trust account as set forth on **Exhibit A**.
5. All other terms and conditions of the sale are set forth in the real estate purchase contract and its addendums attached hereto as **Exhibit A**.

IV.

**INTENDED DISTRIBUTION OF SALES PROCEEDS**

In the event the intended sale is approved and the Trustee is authorized to sell the above described property and sale closes, the net sales proceeds will be used as follows and will be paid in the following order until the sales proceeds are extinguished:

1. Trustee will pay his real estate agent a real estate commission of 6% of the total purchase price received [\$2,700].
2. From the remaining proceeds, the Trustee will pay the estates pro rata share of real property taxes due for 2000 and 2001 at closing [approx. \$118].
3. From the remaining proceeds, the Trustee will pay normal closing costs and provide title insurance on this property [approx. \$525].
4. The remaining sales proceeds will be held by the Trustee for the benefit of allowed claims of this estate.

V.

**NOTICE OF HEARING AND OPPORTUNITY FOR OBJECTIONS**

**PLEASE TAKE NOTICE** that the Trustee's Motion of Intent to Sell Real Property of the estate will be heard at a hearing scheduled before the Honorable William Thomas Thurman, United States Bankruptcy Judge, on the 2nd day of April, 2002 at 10:00 a.m., in his courtroom, U.S. Courthouse, 350 South Main, Salt Lake City, Utah 84101.

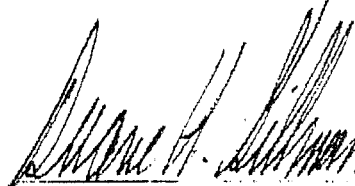
165790

Parties wishing to object to the motion should file a written objection specifically delineating the nature of the objection with the Court on or before March 28, 2002, serve a copy of said objection upon Duane H. Gillman, Trustee, at the above address and be prepared to address said objection at the hearing set forth above.

In the absence of any objection being made and timely filed or after a hearing on any objection and upon authorization, the Trustee will proceed with the auction according to the above noticed terms and conditions.

DATED this 5<sup>th</sup> day of March, 2002.

McDOWELL & GILLMAN, P.C.

A handwritten signature in dark ink, appearing to read 'Duane H. Gillman', written over a horizontal line.

Duane H. Gillman  
Attorney for Trustee

165790

## COMMERCIAL/INVESTMENT REAL ESTATE PURCHASE AND SALE AGREEMENT

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

ID# 2002-1 DATE February 26, 2002  
**1. REAL ESTATE OFFICES:**  
 Listing Agent Name BENT MAUGHAN, MAUGHAN & ASSOCIATES  
 Phone # (Office) 547-4909 (Home) \_\_\_\_\_  
 Selling Agent Name WILLIAM DAVIDSON, J.W. DUNFORD & ASSOCIATES  
 Phone # (Office) 232-5077 (Home) 232-7770

### 2. REPRESENTATION CONFIRMATION:

In this transaction, the Brokerage(s) involved had the following relationship(s) with the BUYER ("agent" or "nonagent" or "limited dual agent"):

Listing Broker acted as a(n) NON AGENT For the Buyer.

Selling Broker acted as a(n) NON AGENT For the Buyer.

In this transaction, the Brokerage(s) involved had the following relationship(s) with the SELLER ("agent" or "nonagent" or "limited dual agent"):

Listing Broker acted as a(n) AGENT For the Seller.

Selling Broker acted as a(n) NON AGENT For the Seller.

Each party signing this document confirms that he or she has received, read and understood the Agency Disclosure brochure and has elected the relationship confirmed above. In addition, each party confirms that the broker's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE OR SHE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKER UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION. Each party signing this document understands that the above confirmation DOES NOT create an agency relationship between the Broker(s) and the BUYER(S)/SELLER(S) and they are a CUSTOMER and NOT REPRESENTED by a Broker UNLESS there is a SEPARATE signed written agreement as required by Idaho statute to create that relationship.

**3. BUYER:** SOUTHEAST IDAHO MULE DEER FOUNDATION (hereinafter called "BUYER") agrees to purchase and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "Property."

**4. PROPERTY ADDRESS AND LEGAL DESCRIPTION:** The Property commonly known as KENT SHEFIELD PROPERTY  
SODA HILLS AREA City of \_\_\_\_\_  
 County of CARIBOU, Idaho legally described as: TWP 8 SO. RGE 41 E. SEC 28. S1/2SE1/4

**5. PRICE/TERMS:** Total Purchase Price is FORTY FIVE THOUSAND Dollars (\$ 45,000.00).  
 a) \$ 34,500.00 cash down payment, including Earnest Money deposit.  
 b) \$ \_\_\_\_\_ Balance of the purchase price to be paid as follows: \_\_\_\_\_

### 6. EARNEST MONEY:

a) Buyer hereby deposits as Earnest Money and a receipt is hereby acknowledged of ONE THOUSAND FIVE HUNDRED Dollars (\$ 1,500.00). Evidenced by: Cash ☒ Check ☐ Cashier's Check ☐ Note or \_\_\_\_\_

b) Earnest Money to be deposited in trust account upon acceptance by all parties and shall be held by J.W. DUNFORD & ASSOCIATE  
REAL ESTATE TRUST ACCOUNT for the benefit of the parties hereto. The responsible Broker shall be JOSEPH W. DUNFORD

**7. INCLUDED ITEMS:** All attached floor coverings, attached television antennae, satellite dish(es) and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, window coverings, exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, built-in and "drop-in" ranges (but excepting all other ranges), fuel tanks and irrigation fixtures and equipment, and any and all, if any, water and water rights, and any and all, if any, ditches and ditch rights that are appurtenant thereto that are now on or used in connection with the premises shall be included in the sale unless otherwise proved herein.

Other items specifically included in this sale: ALL WATER RIGHTS OWNED BY SELLER IF ANY

Items specifically excluded in this sale: NONE

Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 1 of 3 Pages.  
 Buyers Initials (Signature) Date \_\_\_\_\_ Sellers Initials (Signature) Date 2/26/02

# EXHIBIT A

165790

PROPERTY ADDRESS: KENT SHEFFIELD PROPERTY - SODA HILLSID# 2002-1

8. ADDITIONAL TERMS, CONDITIONS AND/OR CONTINGENCIES: The closing of this transaction is contingent upon written satisfaction or waiver of the following conditions:

NONE

Sale is subject to Bankruptcy  
Court Approval

Buyer will have until N/A to satisfy or waive all conditions and/or contingencies.

9. TITLE COMPANY/CLOSING AGENCY: a) The parties agree that CARIBOU Title Company shall provide any required

Title Policy and preliminary report of commitment. b) The Closing Agency for this transaction shall be CARIBOU TITLE. Each party agrees to pay one-half of the Closing Agency's fee.

10. TITLE INSURANCE: BUYER ☒ SELLER to pay for a standard Owner's or Purchaser's Title Policy premium in this transaction. Purchaser's Extended Coverage Title Policy requested Yes ☒ NO. Additional premium to be paid by BUYER/SELLER. Title Company to provide all parties to this Agreement with a preliminary Title Report on or before MARCH 15, 2002. Buyer shall have until 10 BUSINESS DAYS to object in writing to the condition of the title as set forth in the report. In the event Buyer makes written objection to the title, Seller shall have a reasonable time, not to exceed 10 business day(s), to cure any defects of title or provide affirmative Title Insurance coverage. Buyer may elect, as its sole remedy, to either terminate this Agreement or cure the defects at Buyer's expense, or proceed to closing, taking title subject to defects. If Buyer does not so object, Buyer shall be deemed to have accepted the condition of the title. In the event Buyer elects to terminate the Agreement due to unsatisfactory title conditions, Buyer shall be entitled to the return of all refundable deposits made by him but that such return of deposits shall not constitute a waiver of other remedies available to Buyer. The final Title Insurance policy shall be delivered to Buyer by the Title Company as soon as possible after closing.

11. ESCROW/COLLECTION: If a long term escrow/collection is involved, then the escrow/collection holder shall be N/A. Each party agrees to pay one-half of escrow/collection fees.

12. CLOSING DATE: On or before the closing date, Buyer and Seller shall deposit with the Closing Agency all funds and instruments necessary to complete the sale. The closing date shall be no later than APRIL 15, 2002. "Closing Date" means the date on which all documents are either recorded or accepted by an escrow/collection agency and the sale proceeds are available to Seller.

13. POSSESSION/PRORATION: Buyer shall be entitled to possession on the day of closing or DATE OF CLOSING. Taxes and water assessments (using the last available assessment on a basis), rents, insurance premiums, interest and reserve on liens, encumbrances or obligations assumed and utilities shall be prorated as of the day of closing or DATE OF CLOSING. Any tenant deposits held by Seller shall be credited to Buyer at closing.

14. DEFAULT: If Buyer defaults in the performance of this Agreement, Seller has the option: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right or remedy to which Seller may be entitled. If Seller elects to proceed under (1), Seller shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by Seller's Broker on behalf of Seller and Buyer related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to Seller and one-half to Seller's Broker, provided that the amount to be paid to Seller's Broker shall not exceed the Broker's agreed to commission. Seller and Buyer specifically acknowledge and agree that if Seller elects to accept the Earnest Money as liquidated damages, such shall be Seller's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. If Seller elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by Seller's Broker on behalf of Seller and Buyer related to the transaction, including, without limitation, the costs of Brokerage fee, title insurance, escrow fees, credit report fees, inspection fees and attorney's fee, with any balance of the Earnest Money to be held pending resolution of the matter. If Seller defaults, having approved said sale and fails to consummate the same as herein agreed, Buyer's Earnest Money deposit shall be returned to him/her and Seller shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, Brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by Buyer of any other lawful right or remedy to which Buyer may be entitled.

15. ATTORNEY'S FEES: If any party initiates or defends any arbitration or legal action or proceedings, which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

16. EARNEST MONEY DISPUTE / INTERLEADER: Notwithstanding any termination of this contract, Buyer and Seller agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are received by the holder of the Earnest Money and things of value, Broker or closing agency shall not be required to take any action but await any proceeding, or at Broker's or closing agency's option and sole discretion, may interpose all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.

17. TITLE CONVEYANCE: Title of Seller is to be conveyed by warranty deed or WARRANTY deed, and is to be marketable and insurable except for rights reserved in federal patents, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, rights of way and easements established or of record and any other liens, encumbrances or defects approved by Buyer.

18. RISK OF LOSS: Should the Property be materially damaged by fire or other cause prior to closing, unless Buyer has taken possession prior to closing by Agreement, this Agreement shall be voidable at the option of Buyer.

Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 2 of 3 Pages.  
Buyers Initials (LWE) Date 3/14/02 Sellers Initials [Signature] Date 3/14/02

165790

PROPERTY ADDRESS: KENT SHEFFIELD PROPERTY - SODA HILLS ID# 2002-1

19. **CONDITION OF PROPERTY AT CLOSING:** Buyer agrees to purchase the Property in ~~as-is-condition~~, where is, with all faults. Buyer will assume all obligations with respect to the Property. Seller shall maintain the Property until the closing in its present condition, ordinary wear and tear expected, and loss by casualty. The heating, ventilating, air conditioning, plumbing, elevators, loading doors and electrical systems shall be in present operating order and condition at the time of closing, unless otherwise agreed to in writing.
20. **INSPECTION:** Buyer hereby acknowledges further that Buyer has not received or relied upon any statements or representations by the Broker or Broker's representatives or by Seller which are not herein expressed. Buyer has entered into this Agreement relying upon information and knowledge obtained from Buyer's own investigation or personal inspection of the Property.
21. **ADDITIONAL PROVISIONS:** Additional provisions of this Real Estate Purchase and Sale Agreement, if any, are attached hereto by an Addendum consisting of 0 page(s).
22. **NOTARY PUBLIC:** It is recommended signatures be notarized with a notary statement attached hereto.
23. **ENTIRE AGREEMENT:** This Agreement, including any Addendums or exhibits, constitutes the entire Agreement between the parties and no warranties, including any warranty of habitability, Agreements or representations have been made or shall be binding upon either party unless herein set forth.
24. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.**
25. **ACCEPTANCE:** Buyer's offer is made subject to the acceptance of Seller on or before (Date) MARCH 15, 2002 and (Time) 5:00 PM. If Seller does not accept this Agreement within time specified, the entire Earnest Money shall be refunded to Buyer on demand.
26. **OTHER TERMS:**

NONEsubject to Bankruptcy Court Approval**27. BUYER'S SIGNATURES.**

BUYER'S SIGNATURES SUBJECT TO ATTACHED BUYER'S ADDENDUM(S): \_\_\_\_\_ (Specify number of Buyer addendum(s) attached.)

BUYER Signature [Signature]

BUYER Signature \_\_\_\_\_

BUYER (Print Name) Richard W. Cushman

BUYER (Print Name) \_\_\_\_\_

Date 2/24/02 Time 1:50 PM Phone # 727-237-9045

Date \_\_\_\_\_ Time \_\_\_\_\_ Phone # \_\_\_\_\_

Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_**28. SELLER'S SIGNATURES:**

On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the Seller. I/We further acknowledge receipt of a true copy of this Agreement signed by both parties.

SELLER'S SIGNATURES SUBJECT TO ATTACHED COUNTER OFFER \_\_\_\_\_ SEE ATTACHED COUNTER OFFER

SELLER'S SIGNATURES SUBJECT TO ATTACHED SELLER ADDENDUM/AMENDMENT \_\_\_\_\_ SEE ATTACHED ADDENDUM/AMENDMENT

SELLER'S SIGNATURES SUBJECT TO ATTACHED "SELLERS RIGHT TO CONTINUE TO MARKET PREMISES" ADDENDUM \_\_\_\_\_

SELLER Signature [Signature]

SELLER Signature \_\_\_\_\_

SELLER (Print Name) Doreen J. Cullinan Trustee

SELLER (Print Name) \_\_\_\_\_

Date 2/14/02 Time \_\_\_\_\_ Phone # 813-355-3500

Date \_\_\_\_\_ Time \_\_\_\_\_ Phone # \_\_\_\_\_

Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Hm. Ph. \_\_\_\_\_ Bus. Ph. \_\_\_\_\_Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Hm. Ph. \_\_\_\_\_ Bus. Ph. \_\_\_\_\_**29. BUYER'S ACKNOWLEDGE OF RECEIPT OF FINAL COPY BEARING ALL SIGNATURES:**

A true copy of the foregoing Agreement, signed by SELLER and containing the full and complete description of the premises, is hereby received on Date \_\_\_\_\_ Time \_\_\_\_\_

BUYER: \_\_\_\_\_

BUYER: \_\_\_\_\_

Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 3 of 3 Pages.

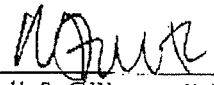
Buyers Initials [Initials] ( ) Date \_\_\_\_\_ Sellers Initials [Initials] ( ) Date 2/24/02

165790

**CERTIFICATE OF SERVICE**

I certify that on this 5 day of March, 2002, I caused to be served a true and correct copy of the foregoing **Notice of Trustee's Intent to Sell Real Property of the Estate and Notice of Hearing**, by depositing the same in the United States mail, postage pre-paid, and addressed to the following and to all parties appearing on the attached matrix:

William B. Maughan  
Maughan & Associates  
56 East 2<sup>nd</sup> South  
Soda Springs, ID 83276

  
\_\_\_\_\_  
McDowell & Gillman, P.C.

ANISTRANSKI MD  
4200 BROWNSVILLE RD  
PITTSBURG PA 15227

BRP SERVICES  
PO BOX 144  
OAKMONT PA 15139

CHRYSLER FINANCIAL  
PO BOX 54200  
PHOENIX AZ 85078

FIRST SECURITY BANKCARD CENT  
PO 30002  
SALT LAKE CITY UT 84130-0002

GM MASTER CARD  
PO BOX 80082  
SALINAS CA 93912

Duane H. Gillman  
50 West Broadway  
Suite 1200  
Salt Lake City, UT 84101

Duane H. Gillman  
MCDOWELL & GILLMAN  
Twelfth Floor  
50 West Broadway  
Salt Lake City, UT 84101

Daniel W. Hunter  
DANIEL W. HUNTER & ASSOCIATE  
7321 South State St., Ste. A  
Midvale, UT 84047

INTERNAL REVENUE SERVICE  
SPECIAL PROCEDURES BRANCH  
ATTN BANKRUPTCY SECTION MC 5018 SLC  
50 SOUTH 200 EAST  
SALT LAKE CITY UT 84111, 84111

JAMES L SHEFFIELD  
738 SOUTH COTTONWOOD CIRCLE  
BOUNTIFUL UT 84010

SEARS PAYMENT CENTER  
86 ANNEX  
ATLANTA GA 30386-0001

Kent Bingham Sheffield  
662 Cobblestone Lane  
Midvale, UT 84047

Nora Marie Sheffield  
662 Cobblestone Lane  
Midvale, UT 84047

TRENDWEST  
9805 WILLOWS ROAD  
REDMOND WA 98052

WORLDMARK THE CLUB

9805 WILLOWS ROAD  
REDMOND WA 98052

Total labels: 15

Not printed due to inadequate address: 1

STATE OF IDAHO }  
County of Caribou }ss

165791

When Recorded Mail To:

I hereby certify that this instrument was filed at the request  
of Caribou Title  
at 4:00 o'clock P m this 17 day of  
APRIL, 2002 in my office and duly  
recorded official Records \_\_\_\_\_

Recorder Edie Izatt

Jennifer Edgley  
Signature

6.00  
Deputy CT

*Trustee's Deed*

**WHEREAS**, by virtue of the filing with the United States Bankruptcy Court for the District of Utah, Central Division, of a Petition for Relief under Chapter 7, the undersigned is the duly appointed, qualified and acting Trustee of the estate of Kent Bingham Sheffield and Nora Marie Sheffield under Case Number 00T-34056; and

**WHEREAS**, notice was given of the Trustee's intent to convey the hereinafter described real property and the order authorizing said conveyance was entered in the United States Bankruptcy Court on April 3, 2002

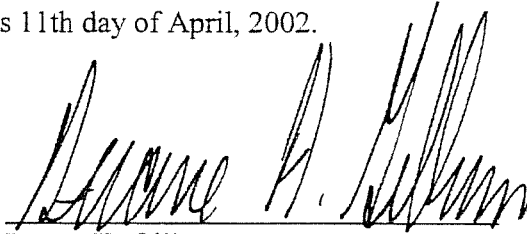
**NOW, THEREFORE, I**, the undersigned Trustee of the estate of Kent Bingham Sheffield and Nora Marie Sheffield, the said Debtors, by virtue of the title and ownership vested in me by the provisions of the Bankruptcy Code and the said Orders of the United States Bankruptcy Court appointing me Trustee and for good and valuable consideration to me and is hand paid by said buyer, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey to **Southeast Idaho Mule Deer Foundation**, and assign forever all right, title and interest of said Debtors and all my right, title and interest in and to the property located in the State of Idaho, County of Caribou:  
Township 8 South, Range 41 East  
Legal Description: S 1/2 SE 1/4, 80 Acres, Sec 28; Parcel No: 1622B

SUBJECT TO all property taxes due and owing Caribou County, and any other fees and/or assessments, any easements, covenants, restrictions, rights-of-way and reservations appearing of record and taxes for the year 2000 and thereafter.

Said conveyance is made free and clear of liens and interests as per the attached certified copy of the Bankruptcy Order Authorizing Auction of Real Property.

To have and to hold the same to the said buyers and assign forever, as fully and completely as I, the undersigned Trustee, by virtue of the power and authority so vested in me, might or should sell and convey the same.

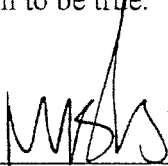
**DATED** this 11th day of April, 2002.



Duane H. Gillman  
Chapter 7 Trustee of the Estate  
of Kent Bingham Sheffield and Nora Marie Sheffield

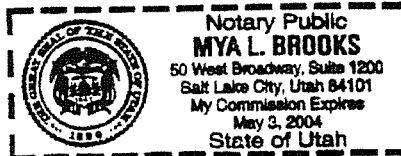
STATE OF UTAH       )  
                              : ss.  
County of Salt Lake    )

On the 11th day of April, 2002, Duane H. Gillman, Trustee, the signer of the within document, did personally appear before me and, having been first duly sworn, did depose and say that all items contained therein are true and correct and, as to those matters stated on information and belief, that he does believe them to be true.



Notary Public

hmd 0477SheffieldTrusteesDeed.wpd



167401

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

IDI-34047

WARRANTY DEED

For the true and actual consideration of \$56,000.00,

SOUTHEAST IDAHO MULE DEER FOUNDATION, owner of record

hereinafter called Grantor, whether one or more, does hereby grant, bargain, sell, and convey to the UNITED STATES OF AMERICA and its assigns, as authorized by Section 205 of the Federal Land Policy and Management Act of 1976 as amended (90 Stat. 2755; 43 U.S.C. 1715), the following described real property situated in the County of Caribou, State of Idaho, to wit:

All that portion of the South Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$ ) of Section 28, Township 8 South, Range 41 East, Boise Meridian

The parcel of land to which the above description applies contains 80.00 acres, more or less.

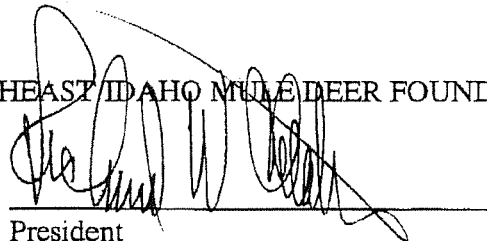
The acquiring agency is the United States Department of the Interior, Bureau of Land Management.

TO HAVE AND TO HOLD unto the UNITED STATES OF AMERICA and its assigns forever.

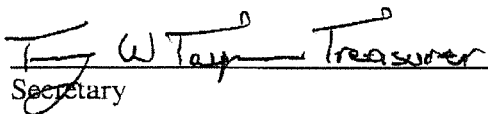
Grantor covenants and warrants that he is lawfully seized and possessed of the real property aforesaid and has the full right, power and authority to execute this conveyance, and that said real property is free and clear of liens, claims or encumbrances, except as shown of record, and that he will defend the title to the real property conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

Dated this 18 day of October, 2002

SOUTHEAST IDAHO MULE DEER FOUNDATION



President



Secretary

IDI-34047

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Acknowledgment on Page 2

Nancy Esquibel  
02/07/08

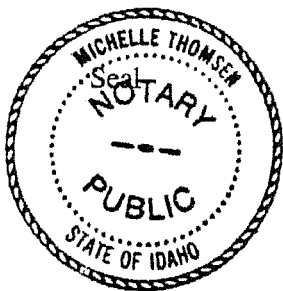
NANCY ESQUIBEL  
NOTARY PUBLIC  
STATE OF IDAHO

CORPORATE ACKNOWLEDGMENT

STATE OF Idaho )  
COUNTY OF Bannock ) ss:

On this 18 day of October, 2002, before me personally appeared Rick Cheatum and to me known to be the President and of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporate seal of said corporation.

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



Michelle Thomsen  
Notary Public in and for the  
State of Idaho  
Residing at Pocatello  
My commission expires 8/08

STATE OF IDAHO } ss 167401  
County of Caribou }

I hereby certify that this instrument was filed at the request of Caribou Title at 10:20 o'clock 2 m this 16 day of December, 2002 in my office and duly recorded official Records

Recorder Edie Izatt

Denise Hunsley  
Signature Deputy 600