

RECEIVED

JAN 05 2011

DEPARTMENT OF
WATER RESOURCESSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

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

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
51-7039	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Richard J. Ward

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Samuel and Marina Ward

Name of each new owner as listed on the conveyance document

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

29899 Mormon BLVD

Mailing address

Bruneau

Id

83604

City

State

ZIP

208-845-2905

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: _____

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

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

7. Signature: Samuel Ward

Signature of new owner/claimant

Title, if applicable

Date

Signature: Marina Ward

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by

SR7

Date

1/5/2010

Receipt No.

0092291

Receipt Amt.

\$25-

Approved by

Processed by

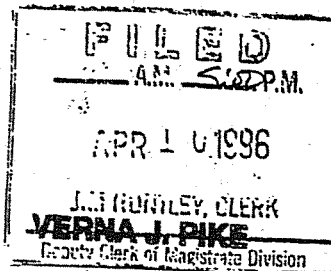
SR

Date

10-7-11

218683

ROBERT WARD
HALL, FRIEDLY & WARD
Attorneys at Law
340 East 2nd North Street
Mountain Home, Idaho 83647
Telephone: (208) 587-4412



IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF OWYHEE

MAGISTRATE DIVISION

IN THE MATTER OF THE ESTATE)
OF RICHARD JAMES WARD,)
DECEASED.)

Case No. SP-96-00606
DECREE VESTING ESTATE
IN SURVIVING SPOUSE

The petition of Opal Ward for a decree vesting an estate in her as a surviving spouse having come on regularly before the court for hearing, and the court having heard the evidence and being fully advised in the premises, the court hereby makes the following findings:

I

Richard James Ward died on December, 8, 1995, at Grandview, Idaho. At the time of his death said decedent was domiciled in Grandview, County of Owyhee, State of Idaho.

II

The decedent died intestate.

III

The decedent was survived by the following heirs,
to-wit:

NAME	RELATIONSHIP	ADDRESS
------	--------------	---------

Opal Ward	Spouse	660 Riverside St. Grandview, ID 83624
Sam Ward	Son	HC 85, Box 141B Bruneau, ID 83604
Patricia Dowell	Daughter	6375 S. Blackcat Rd. Meridian, ID 83642
Laurel Hardy	Granddaughter	1724-D Street, Apt. 1 Rupert, ID 83350

IV

The decedent Richard James Ward and the petitioner, Opal Ward, were married each to the other on May 19, 1956, at Homedale, Idaho, and ever since that date until the date of decedent's death were husband and wife.

V

The decedent left an estate, as described in petitioner's petition, consisting solely of community property of the decedent and his surviving spouse, Opal Ward and that as the surviving spouse of the decedent, the petitioner is entitled to the decree of this court declaring and establishing that all of said property became fully vested in the petitioner as the sole heir of the decedent.

VI

All notices have been given as required by law.

VII

No inheritance taxes are due and payable to the State of Idaho.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the petitioner, Opal Ward is the surviving spouse of the said decedent, and that the following described property was the property of said petitioner and decedent, and said real and personal property is now and hereby vested in, and quieted in and distributed to Opal Ward, free and clear of all right, title, estate, claim or demand of any person or persons claiming or attempting to claim under the said Richard James Ward, deceased, as heir or otherwise, except as a proper creditor.

The property so decreed and distributed is more particularly described as follows:

REAL PROPERTY:

Undivided one-half interest in Grandview Auto Business, more particularly described as: Tax No. 28A of Section Twenty-two, Township Five South, Range Three East, Boise Meridian, in Grandview, Idaho, as the same appears upon the official plat thereof on file and of record in the office of the County Recorder of Owyhee County, Idaho

Home located in Grandview, Idaho, more particularly described as: Lots Eight and Nine of Block Eight of the City of Grandview, State of Idaho, as the same appears upon the official plat thereof on file and of record in the office of the County Recorder of Owyhee County, Idaho

713 acres of farm land, 690 of which are irrigated, in Grandview, Idaho, more particularly described as follows: The North Half of the Northwest Quarter of Section Twenty-seven, Township Six South, Range Four East, Boise Meridian, Owyhee County, Idaho, and, The Southeast Quarter of the Northeast Quarter and the East Half of the Southeast Quarter of Section Thirty-four, Township Six South, Range Four East, Boise Meridian, Owyhee County, Idaho, and, The Northwest Quarter of the Southeast Quarter, the Southwest Quarter less the Southeast Quarter of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter and the South Half of the Northeast Quarter of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter and the Southeast Quarter of the Northwest Quarter of the Southeast Quarter of the Southwest Quarter and the East Half of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter, all of Section Thirty-five, Township Six South, Range Four East, Boise Meridian, Owyhee County, Idaho, and The Northeast Quarter less Tax No. 1 of Section Twenty-two, Township Six South, Range Four East, Boise Meridian, Owyhee County, Idaho, and, The Southwest Quarter of Section Twenty-two, Township Six South, Range Four East, Boise Meridian, Owyhee County, Idaho

PERSONAL PROPERTY:

Promissory Note on farm property sold to Orlo and Laurel Maughan, on February 24, 1981, for the sum of \$367,123.96, payable in annual payments of \$43,188.96, secured by real property described as the West Half of Section Twenty-one, Township

Seven South, Range Twenty-three East, Boise Meridian, with balance at date of death of \$63,430.89

Deed of Trust on a log house sold to Brent A. and Karen Hunt and John F. Spiars, on November 18, 1993, for the sum of \$60,000.00, payable in monthly payments, secured by real property located in the Southwest Quarter of Section Thirty-five, Township Five South, Range Three East, Boise Meridian, Owyhee County, Idaho, with a balance at date of death of \$49,180.61

1959 GMC Truck

1974 IH Truck/Bed and hoist

1992 Toyota

1993 Pontiac Bonneville

Miscellaneous farm equipment listed as follows:

Brillion Harrow

MG 880 6Btm plow

MELROE 204 Grain drill

MF 1105 Tractor

JD 2940 Tractor

Super C

Chisel Plow

NH Combine (1/2)

Cultipacker

Bean Planter

Land Plane

Chisel Plow Melroe

Two Bean Cultivators

Grain Auger

MF Disc

Krengel Harrow

Ripper

NH Swather

IH Tractor

Hesston Baler

Moline Tractor

Simonsen Fertilizer Cart

Certificate of Deposit in the face amount of \$3,000.00

Certificate of Deposit in the face amount of \$20,000.00

Savings account at Pioneer Federal Credit Union

Dick Ward personal checking account

Opal Ward personal checking account

Opal Ward farm checking account

Savings account at West One Bank

Miscellaneous household furniture, fixtures and appliances

Miscellaneous irrigation equipment

One-half interest in the stock in trade of the business known as Grandview Auto

Feeder calves
Farm Credit Stock
Inventory of Wheat
Inventory of Alfalfa
IRA account in the name of Dick Ward
IRA account in the name of Opal Ward

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any other property not known or discovered which may belong to said decedent, or said estate and the petitioner, or in which the said decedent and petitioner may have an interest, be, and the same is hereby distributed and vested in Opal Ward, absolutely.

DATED, this 10th day of April, 1996.

THOMAS J. RYAN
Judge, Magistrate Division

STATE OF IDAHO
County of Owyhee }
I hereby certify that the foregoing Decree
is a true and correct copy of the
original on file in this office.
Date 4/18/96
Jim Huntley, Jr., Clerk of the District Court
Verna J. Calkins
Deputy Clerk

REQUEST OF
FEE 15.00
Paul J. Buckley

JIM HUNTLEY JR.
OWYHEE COUNTY RECORDER
DEPUTY
Verna J. Calkins

96 APR 24 AM 8 03

FILED - RECORDED

218683

DEED OF TRUST

20080988

THIS DEED OF TRUST, made this November 19, 2008 BETWEEN

Sam Ward & Marina Ward, husband and wife

hereinafter called the GRANTOR(S),

whose address is: 29899 Monon Blvd. Bruneau, ID 83604

FIRST AMERICAN TITLE COMPANY herein called TRUSTEE, and

Opal Ward

whose address is: PO Box 129, Grand View, ID 83624, BENEFICIARY(S), WITNESSETH:

That GRANTOR(S) do(es) hereby irrevocably GRANT, BARGAIN, SELL and CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of OWYHEE, State of Idaho, described as follows and containing not more than eighty acres:

The Southeast Quarter of the Northeast Quarter, and the East Half of the Southeast Quarter of Section 34, Township 6 South, Range 4 East, Boise Meridian, Owyhee County, Idaho, and the Northwest Quarter of the Southeast Quarter, the Southwest Quarter less the Southeast Quarter of the Southeast Quarter of the Southwest Quarter and the South Half of the Northeast Quarter of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter and the Southeast Quarter of the Northwest Quarter of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter and the East Half of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter, all of Section 35, Township 6 South, Range 4 East, B.M., Owyhee County, Idaho

TOGETHER WITH any rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conveyed upon Beneficiary to collect and apply such rents, issues and profits, for the purpose of securing payment of the indebtedness evidenced by a promissory note(s), of even date herewith, executed by Grantor(s) in the sum of Three hundred thirty-one thousand four hundred forty dollars and no cents (\$331,440.00) final payment due June 30, 2028 and secure payment of all such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor Agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee: and to pay all costs and expenses including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at eight per cent per annum.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or closure, pay necessary expenses employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

Instrument # 266787

MURPHY, OWYHEE, IDAHO
2008-11-21 12:05:00 PM No. of Pages: 2
Recorded for: PIONEER TITLE COMPANY/OWY
CHARLOTTE SHERBURN Fee: 6.00
Ex-Officio Recorder Deputy mpeterson
Index To: DEED OF TRUST
Electronically Recorded by Simplifile

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

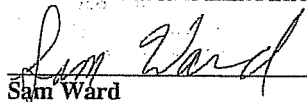
Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, with demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

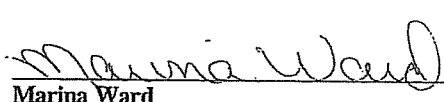
After deducting all costs, fees and expenses of Trustees and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at eight per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

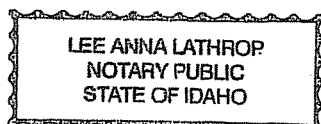

Sam Ward

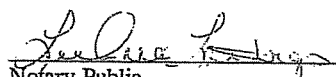

Marina Ward

State of Idaho
County of Elmore

On November 19, 2008, before me, a Notary Public, in and for said State, personally appeared Sam Ward & Marina Ward personally known or identified to me to be the persons whose names is/are subscribed to the within instrument, and acknowledged to me that they executed the same.

WITNESS my hand and official seal.




Notary Public
Residing at: Mountain Home, Idaho
Commission Expires: 04/20/10

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

12/21/2010

WATER RIGHT NO. 51-7039

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	RICHARD J WARD HC 85 BOX 340-1 GRAND VIEW, ID 83624 (208)834-2314

Priority Date: 04/15/1969

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	3/15	11/15	4 CFS	1600 AFA
Total Diversion			4 CFS	

Location of Point(s) of Diversion:

GROUND WATER	NESESW	Sec. 35	Township 06S	Range 04E	OWYHEE County
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Place(s) of use:

Place of Use Legal Description: IRRIGATION OWYHEE County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>

06S	04E	34	SENE	40								
			NESE	40	SESE	40						
		35	NESW	40	NWSW	40		SWSW	40		SESW	40
			NWSE	40								

Total Acres: 320

Conditions of Approval:

1.	C18	THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
2.		THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 1 AND MAY CONTINUE TO AS LATE AS NOVEMBER 15, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE MARCH 15 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.

Dates:

Licensed Date:

Decreed Date: 12/01/2000

Permit Proof Due Date:

Permit Proof Made Date:

Permit Approved Date:

Permit Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

File No. 201007125

EXHIBIT A

Parcel 1:

In Township 6 South, Range 4 East, Boise Meridian, Owyhee County, Idaho

Section 35: Southwest Quarter of the Southeast Quarter

Parcel 2:

In Township 7 South, Range 4 East, Boise Meridian, Owyhee County, Idaho

Section 2: Government Lots 3 and 4, South half of the Northwest Quarter

Parcel 3:

In Township 7 South, Range 4 East, Boise Meridian, Owyhee County, Idaho

Section 3: Government Lot 1, Southeast Quarter of the Northeast Quarter, and the following described parcel:

A parcel of land in Government Lot 2 and Southwest Quarter of the Northeast Quarter of Section 3, Township 7 South, Range 4 East, B. M., Owyhee County, Idaho, more particularly described as follows:

Beginning at the Southeast corner of the Southwest Quarter of the Northeast Quarter, Section 3, T7S, R4E, B. M.; thence

North on the East line of the Southwest Quarter of the Northeast Quarter and Government Lot 2 of said Section 3 to the Northeast corner of said Government Lot 2; thence

West 143 feet on the North line of said Government Lot 2; thence

South to a point on the South line of the Southwest Quarter of the Northeast Quarter which is 143 feet West of the Southeast corner of said Southwest Quarter of the Northeast Quarter; thence

East 143 feet to the POINT OF BEGINNING.

EXCEPT

EXCEPTION THEREFROM the following described parcel:

Section 3:

BEGINNING in the Southwest corner of the Southeast Quarter of the Northeast Quarter of Section 3, Township 7 South, Range 4 East, Boise Meridian, Owyhee County, Idaho; thence

143 feet West on the South line of the Southwest Quarter of the Northeast Quarter of Section 3, Township 7 South, Range 4 East, to the TRUE POINT OF BEGINNING; thence

North 1260 feet; thence

East 28 feet; thence

In a Southeasterly arc with a radius of 1320 feet and a length of 1923 feet, 8" swinging in ward with a point on this arc being 570 feet from the Southwest corner, continuing to a point 15 feet North of the South line of the Southeast Quarter of the Northeast Quarter of Section 3, Township 7 South, Range 4 East; thence

South 15 feet to said line; thence

West 1260 feet to the TRUE POINT OF BEGINNING.

Parcel 4:

In Township 7 South, Range 4 East, Boise Meridian, Owyhee County, Idaho

Section 3: South Half of the Northwest Quarter, Southwest Quarter of the Northeast Quarter excepting therefrom the East 143 feet

Section 3:

Section 3:

Section 3:

Section 3:

File No. 201007125

Parcel 5:

In Township 6 South, Range 4 East, Boise Meridian, Owyhee County, Idaho
Section 34: Southwest Quarter of the Southeast Quarter

In Township 7 South, Range 4 East, Boise Meridian, Owyhee County, Idaho
Section 3: Government Lots 3 and 4, Government Lot 2 excepting therefrom the East 143 feet

Parcel 6:

In Township 6 South, Range 4 East, Boise Meridian, Owyhee County, Idaho
Section 34: The Southeast Quarter of the Northeast Quarter, and the East Half of the Southeast Quarter

In Township 6 South, Range 4 East, Boise Meridian, Owyhee County, Idaho
Section 35: The Northwest Quarter of the Southeast Quarter, the Southwest Quarter LESS the Southeast Quarter of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter, the South Half of the Northeast Quarter of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter, the Southeast Quarter of the Northwest Quarter of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter, and the East Half of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter

Parcel 7:

In Township 6 South, Range 4 East, Boise Meridian, Owyhee County, Idaho
Section 35: The Southeast Quarter of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter, the South Half of the Northeast Quarter of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter, the Southeast Quarter of the Northwest Quarter of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter, and the East Half of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter

10088 7880

WARRANTY DEED

FOR VALUE RECEIVED

Opal Ward, a widow

GRANTOR(s) do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto

Sam Ward and Marina Ward, husband and wife

GRANTEE(s) whose address is: 29899 Mormon Blvd. Bruneau, ID 83604

The following described real property in ^{Owyhee} ~~ELMORE~~ County, Idaho to wit:

The Southeast Quarter of the Northeast Quarter, and the East Half of the Southeast Quarter of Section 34, Township 6 South, Range 4 East, Boise Meridian, Owyhee County, Idaho, and the Northwest Quarter of the Southeast Quarter, the Southwest Quarter less the Southeast Quarter of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter and the South Half of the Northeast Quarter of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter and the Southeast Quarter of the Northwest Quarter of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter and the East Half of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter, all of Section 35, Township 6 South, Range 4 East, B.M., Owyhee County, Idaho

Subject to: Taxes, easements and restrictions of record.

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

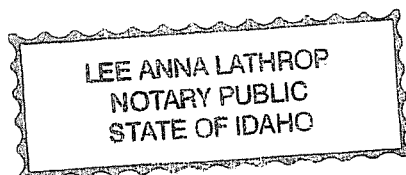
Dated: **November 19, 2008**

Opal Ward
Opal Ward

State of IDAHO
County of ELMORE

On November 19, 2008 before me, a notary public in and for said State, personally appeared **Opal Ward**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.



[Signature]
Notary Public
Residing at: Mountain Home, Idaho
Commission Expires: 04/20/10

Instrument # 266786
MURPHY, OWYHEE, IDAHO
2008-11-21 12:05:00 PM No. of Pages: 1
Recorded for: PIONEER TITLE COMPANY/OWY
CHARLOTTE SHERBURN Fee:3.00
Ex-Officio Recorder Deputy mpeterson
Index To: DEED WARRANTY
Electronically Recorded by Simplifile

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OCT 07 2011

Department of Water Resources