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Department of Water Resources
Eastern Region Se

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

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

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

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
22-102360					

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

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

Wayne Sharp - 126 W. 3rd ST.
Sugar City, Idaho 83448
Dean Sharp - 135 E. 2nd - Perbury, Id
Creed Law + Clarence Law 83448

4. New Owner/Claimant(s)

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

New Mailing Address

Box 575, Jackson, WY 83001

City, State and ZIP Code

Jackson, WY. 83001

New Telephone Number

(307) 733-2535 Email: ac1jh@aol.com

5. Date you acquired the property

Dec. 6, 1997

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

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

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

7. Signature(s) of New Owner(s) or Claimant(s)

Creed Law1-9-11

(title if applicable)

Clarene Law1-9-11
(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 JLB
 Received by JLB
 Processed by AJ

 Date 12/30/2010
 Date 12/30/2010
 Date

 Receipt Amt. \$125.00
 Receipt No. E036336
 WR Date

Form 42-248/43-1409(5) 10/07

Page 1

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

#1

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

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Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
22-10236					

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).
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3. Name and Address of Former Owner/Claimant(s)

Wayne SHARP 126 W 3rd ST
 Sugar City ID. 83448
 Dean SHARP ~~126 W 3rd ST~~

4. New Owner/Claimant(s)

135 E 2nd Rexburg ID. 8344
 Creed Law Clarence Law
 PO Box 575
 Jackson Wyo 83001
 (307) 733-2535 Email: acbjh@aol.com

New Mailing Address

City, State and ZIP Code

New Telephone Number



②

Lyle Swank
WATERMASTER

(208) 525-7172
Fax (208) 525-7177

State of Idaho
Water District 1
900 N. Skyline Dr., Suite A
Idaho Falls, Idaho 83402-1718

IDWR INTERIM DIRECTOR
GARY SPACKMAN

COMMITTEE OF NINE

CHAIRMAN
Leland Clark
Ashton

VICE CHAIRMAN
Dan Shewmaker
Kimberly

Albert Lockwood
Eden

Leonard Beck
Burley

Stan Hawkins
Ucon

Alan Kelsch
Idaho Falls

Tebbin Johnson
Idaho Falls

Don Hale
Blackfoot

Rodney Dalling
St. Anthony

August 6, 2010

CL Farms
PO Box 575
Jackson WY 83001

Dear CL Farms:

Wayne Sharp indicated you are the current owner of the property he previously owned. This ground has water right 22-10236 appurtenant to it which is still in the name of Wayne Sharp. I am forwarding a copy of invoice 2009-1165 which was originally sent to Mr. Sharp in April. This is for Water District 1's regulation of water rights for the Snake River and Tributaries.

I am also enclosing a change of water right ownership form for you to complete and correct the water right record on file with the Idaho Department of Water Resources. If you have any questions please call me at 525-7161.

Sincerely,

Wendy Murphy
Wendy Murphy
Financial Specialist

Title

Mike

#1

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DEC 30 2010

Department of Water Resources
Eastern Region

125.50

Check enclosed
125.50

Page 2.

Page 1

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 22-10236

#1

WATER RIGHT NUMBER: 22-10236

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	WAYNE SHARP 126 W 3RD ST SUGAR CITY, ID 83448 (208)356-6949
Current Owner	DEAN SHARP PO BOX 96 SUGAR CITY, ID 83448 (208)356-7942

New owners
Creed Law
Clare Law.

Priority Date: 07/01/1960

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
WARM CREEK	CANYON CREEK

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	04/15 to 10/31	0.020 CFS	
<u>Total Diversion:</u>		0.020 CFS	

Location of Point(s) of Diversion

WARM CREEK L12 (NE1/4NW1/4SW1/4) Sec. 6, Twp 05N, Rge 43E, B.M.
MADISON County

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
05N	43E	6																	.5
																			L 12

Total Acres: 0.5

Conditions of Approval:

1. N11 The quantity of water decreed for this water right is not a determination of historical beneficial use.
2. 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.
3. N13 The quantity of water under this right shall not exceed 13,000 gallons per day.

Remarks:

ALLIANCE

TITLE & ESCROW CORP.

January 20, 1998

Order No: 5-12231-L
RE: SHARP/LAW

#2

CREED & CLARENE LAW
BOX 525-895 CACHE
JACKSON WY 83001

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DEC 30 2010

Department of Water Resources
Eastern Region

In connection with the above transaction, we enclose:

X Standard Coverage Owner's Policy No. 13 0043 106 00001219

X Warranty Deed No. 269537

X Warranty Deed No. 269538

"THANK YOU" for the privilege of serving you. Please remember to designate Alliance Title & Escrow Co. in your next title or escrow closing transaction.

If you should have any questions or if we may be of further assistance, please do not hesitate to contact the undersigned.

Sincerely,

Alliance Title & Escrow Co.

By:

Kathy Lords

TRANS O.CES



130 EAST MAIN • P.O. BOX 732 • REXBURG, ID 83440
208.356.9323 • FAX 208.356.9325 • 1.800.657.6364

5-12231-L
ALLIANCE TITLE & ESCROW
P.O. BOX 732
REXBURG, ID 83440

WARRANTY DEED

State of Idaho } SS 269537
County of Madison }

I hereby certify that the within instrument was

filed DEC. 16 1997

19 at 1504 M., and

269537

on Film

Fee 15

By BETH B. REESE, Recorder

Deputy

At the request of
ALLIANCE TITLE & ESCROW

THIS INDENTURE is made this 15th day of December, 1997, by Dean S. Sharp, a married man, the Grantor, and Creed Law and Clarene Law, husband and wife, as joint tenants with full rights of survivorship, the Grantee, whose mailing address is Box 575, Jackson, Wyoming 83001.

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America, and other good and valuable consideration including an IRC § 1031 tax deferred exchange, to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee, and to the Grantee's successors and assigns forever, an undivided one-half ($\frac{1}{2}$) interest in the following described property in the County of Madison, State of Idaho, to-wit:

TRACT 1:

W $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ OF SECTION 5, TOWNSHIP 5 NORTH, RANGE 43 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO.

TRACT 2:

LOTS 12, 13, 14, 15 AND THE WEST 60 RODS OF LOT 11, S $\frac{1}{2}$ SE $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 5 NORTH, RANGE 43 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO. LESS THE FOLLOWING DESCRIBED TRACT:

SECTION 6, TOWNSHIP 5 NORTH, RANGE 43 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO. A STRIP OF LAND 150 FEET WIDE ALONG CANYON CREEK ROAD DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS 277.50 FEET NORTH 00°25'41" WEST AND 136.60 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 6, (SECTION CORNER IS A GOVERNMENT BRASS CAP) AND RUNNING THENCE SOUTH 72°37'26" EAST 105.31 FEET; THENCE SOUTH 84°59'06" EAST 87.05 FEET; THENCE NORTH 12°00'18" WEST 179.89 FEET; THENCE NORTH 46°43'52" EAST 230.50 FEET; THENCE NORTH 41°29'41" EAST 340.55 FEET; THENCE NORTH 43°08'07" EAST 38.00 FEET; THENCE NORTH 46°51'53" WEST 150.00 FEET; THENCE SOUTH 43°03'07" WEST 42.30 FEET; THENCE SOUTH 41°29'42" WEST 333.41 FEET; THENCE SOUTH 46°43'54" WEST 337.56 FEET; THENCE SOUTH 12°00'13" EAST 172.00 FEET TO THE POINT OF BEGINNING.

TRACT 3:

NE $\frac{1}{4}$; LOTS 1, 2, 5, 6, 7, 8, 11 AND 12; S $\frac{1}{2}$ SE $\frac{1}{4}$ SECTION 7, TOWNSHIP 5 NORTH, RANGE 43 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO.

RECEIVED

DEC 30 2010

Department of Water Resources
Eastern Region

TRACT 4:

NW $\frac{1}{4}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SECTION 8, TOWNSHIP 5 NORTH, RANGE 43 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO.

TRACT 5:

NW $\frac{1}{4}$ NE $\frac{1}{4}$; W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$; AND TAX 1 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NE $\frac{1}{4}$ AND RUNNING THENCE SOUTH 80 RODS; THENCE EAST 80 RODS; THENCE SOUTH 57 RODS; THENCE IN A NORTHWESTERLY DIRECTION TO A POINT 32 RODS SOUTH OF THE SOUTHWEST CORNER OF THE NW $\frac{1}{4}$ NE $\frac{1}{4}$; THENCE CONTINUING NORTHWESTERLY ACROSS LOT 6 TO A POINT 6 RODS EAST OF THE NORTHWEST CORNER OF SAID LOT 6 AND CONTINUING NORTHWESTERLY TO A POINT ON THE NORTH BOUNDARY LINE OF LOT 2 THAT IS 35 RODS EAST OF THE NORTHWEST CORNER OF SAID LOT 2; THENCE EAST 125 RODS TO THE PLACE OF BEGINNING. ALL LOCATED IN SECTION 18, TOWNSHIP 5 NORTH, RANGE 43 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO.

TRACT 6: (FORMERLY TRACT 14):

THE EAST 20 RODS OF LOT 11, LOT 10 AND N $\frac{1}{2}$ SE $\frac{1}{4}$ SECTION 6, TOWNSHIP 5 NORTH, RANGE 43 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO.

SUBJECT TO:

(1) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.

(2) Easements, or claims of easements, not shown by the public records.

(3) (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

(4) Right of Way to the United State of America over and across Lots 5 and 6 in Section 7 recorded October 4, 1915 as Bk/Dr. 37, No. 428.

(5) Right of Way to the United State of America over and across Lot 1 of Section 7, recorded August 13, 1956 as Bk/Dr. 188, No. 132.

(6) An easement for the purpose shown below and rights incidental thereto as set forth in document:

Granted to: Utah Power & Light Company, a Corporation
 Purpose: Pole line over and across Lot 12 in Section 6
 Recorded: June 18, 1953 in Book 172 at page 173 of Official Records.

(7) An easement for the purpose shown below and rights incidental thereto as set forth in document:

Granted to: Utah Power & Light Company, a Corporation
 Purpose: Pole line over and across Lot 13 in Section 6
 Recorded: June 18, 1953 in Book 172 at page 174 of Official Records.

(8) The conditions contained in Deed recorded December 12, 1947 as Bk/Dr. 162 of Deeds, No. 36, as follows: Wherein one-half of the oil, gas and other hydrocarbons and minerals are reserved to the Union Central Life Insurance Company, its successors and assigns, and subject further to conditions therein as to the SW $\frac{1}{4}$ SE $\frac{1}{4}$, Lots 14 and 15 in Section 6; Lot 2 in Section 7.

(9) The conditions contained in Deed recorded September 9, 1935 as Bk/Dr. 127 of Deeds, No. 498, as follows: Wherein one-half of all oil, gas and other minerals beneath the surface, are reserved to the Union Central Life Insurance Company, and subject further to conditions therein, as to Lots 11 and 12 in Section 7; E $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 18.

(10) The conditions contained in Declaration of County Road Right of Way recorded November 10, 1980 as Instrument No. 186371.

(11) The conditions contained in Survey recorded September 26, 1986 as Instrument No. 217392 as follows: Affecting Section 18-5-43 shows footage of Section.

(12) The conditions contained in State Deed to Leonard M. Sharp and Sons recorded May 15, 1992 as Instrument No. 242293 affecting Section 6-5-43.

(13) Grantee shall not have the right to subdivide or sell, in whole or in part, the above-described real property until the entire principal balance and all accrued interest on the Promissory Notes from Grantee to Grantor have been paid in full and the Mortgage securing such Notes has been released, without the prior written consent of Grantor, which consent shall not be unreasonably withheld.

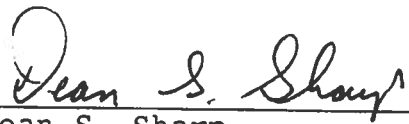
(14) Grantor shall have an easement to enter the above-described real property during 1998 to gather and remove all equipment and other personal property of Grantor on such real property.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any remainders, rents, issues and profits therefrom; and all estate, right, title and interest in and to the property, as well in law as in equity, of the Grantor.

TO HAVE AND TO HOLD the premises and the appurtenances unto the Grantee, and to the Grantee's successors and assigns forever. The Grantor and the Grantor's heirs shall warrant and defend the premises in the quiet and peaceable possession of the Grantee and the Grantee's successors and assigns, against the Grantor and Grantor's heirs, and against every person whomsoever who lawfully holds (or who later lawfully claims to have held) rights in the premises as of the date hereof.

In construing this Warranty Deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.


Dean S. Sharp

The undersigned, Diane L. Sharp, as spouse of Dean S. Sharp, hereby consents to, and agrees to be bound by, the foregoing Warranty Deed.


Diane L. Sharp

STATE OF IDAHO)
 :ss
 County of Madison)

On this 15 day of December, in the year 1997, before me, a Notary Public in and for said State, personally appeared Dean S. Sharp, known or identified to me (or proved to me on the oath of _____), to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

ALISON BANTA
 NOTARY PUBLIC, STATE OF IDAHO
 COMMISSION EXPIRES: 11-23-99

Alison Banta
 Notary Public for Idaho
 Residing at: St. Anthony
 My Commission Expires: 11-23-99

STATE OF IDAHO)
 :ss
 County of Madison)

On this 15 day of December, in the year 1997, before me, a Notary Public in and for said State, personally appeared Diane L. Sharp, known or identified to me (or proved to me on the oath of _____), to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

ALISON BANTA
 NOTARY PUBLIC, STATE OF IDAHO
 COMMISSION EXPIRES: 11-23-99

Alison Banta
 Notary Public for Idaho
 Residing at: St. Anthony
 My Commission Expires: 11-23-99

5-12231-L
ALLIANCE TITLE & ESCROW
P.O. BOX 732
REXBURG, ID 83440

WARRANTY DEED

County of Madison) 33

I hereby certify that the within instrument was
filed DEC 16 1997

19 at 1504 M. and

recorded on Film

269538

Fee

by BETH B. REESE, Recorder

Deputy

At the request of

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Recorded: June 18, 1953 in Book 172 at page 174 of Official Records.

(8) The conditions contained in Deed recorded December 12, 1947 as Bk/Dr. 162 of Deeds, No. 36, as follows: Wherein one-half of the oil, gas and other hydrocarbons and minerals are reserved to the Union Central Life Insurance Company, its successors and assigns, and subject further to conditions therein as to the SW $\frac{1}{4}$ SE $\frac{1}{4}$, Lots 14 and 15 in Section 6; Lot 2 in Section 7.

(9) The conditions contained in Deed recorded September 9, 1935 as Bk/Dr. 127 of Deeds, No. 498, as follows: Wherein one-half of all oil, gas and other minerals beneath the surface, are reserved to the Union Central Life Insurance Company, and subject further to conditions therein, as to Lots 11 and 12 in Section 7; E $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 18.

(10) The conditions contained in Declaration of County Road Right of Way recorded November 10, 1980 as Instrument No. 186371.

(11) The conditions contained in Survey recorded September 26, 1986 as Instrument No. 217392 as follows: Affecting Section 18-5-43 shows footage of Section.

(12) The conditions contained in State Deed to Leonard M. Sharp and Sons recorded May 15, 1992 as Instrument No. 242293 affecting Section 6-5-43.

(13) Grantee shall not have the right to subdivide or sell, in whole or in part, the above-described real property until the entire principal balance and all accrued interest on the Promissory Notes from Grantee to Grantor have been paid in full and the Mortgage securing such Notes has been released, without the prior written consent of Grantor, which consent shall not be unreasonably withheld.

(14) Grantor shall have an easement to enter the above-described real property during 1998 to gather and remove all equipment and other personal property of Grantor on such real property.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any remainders, rents, issues and profits therefrom; and all estate, right, title and interest in and to the property, as well in law as in equity, of the Grantor.

TO HAVE AND TO HOLD the premises and the appurtenances unto the Grantee, and to the Grantee's successors and assigns forever. The Grantor and the Grantor's heirs shall warrant and defend the premises in the quiet and peaceable possession of the Grantee and the Grantee's successors and assigns, against the Grantor and Grantor's heirs, and against every person whomsoever who lawfully holds (or who later lawfully claims to have held) rights in the premises as of the date hereof.

In construing this Warranty Deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.

Wayne L. Sharp
Wayne L. Sharp

The undersigned, Glenda H. Sharp, as spouse of Wayne L. Sharp, hereby consents to, and agrees to be bound by, the foregoing Warranty Deed.

Glenda H. Sharp
Glenda H. Sharp

269538

STATE OF IDAHO)
 :ss
County of Madison)

On this 15th day of December, in the year 1997, before me, a Notary Public in and for said State, personally appeared Wayne L. Sharp, known or identified to me (or proved to me on the oath of _____), to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

ALISON BANTA
NOTARY PUBLIC, STATE OF IDAHO
COMMISSION EXPIRES: 11.23.99

Alison Banta
Notary Public for Idaho
Residing at: St. Anthony
My Commission Expires: 11.23.99

STATE OF IDAHO)
 :ss
County of Madison)

On this 15th day of December, in the year 1997, before me, a Notary Public in and for said State, personally appeared Glenda H. Sharp, known or identified to me (or proved to me on the oath of _____), to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

ALISON BANTA
NOTARY PUBLIC, STATE OF IDAHO
COMMISSION EXPIRES: 11.23.99

Alison Banta
Notary Public for Idaho
Residing at: St. Anthony
My Commission Expires: 11.23.99

Convey sharp land
into one revocable Trusts

272718

WARRANTY DEED

THIS INDENTURE is made this 10th day of June, 1998, by Creed Law, as Trustee of the Creed Law Revocable Trust dated April 4, 1989 and Clarene Law, as Trustee of the Clarene Law Revocable Trust dated April 4, 1989, as tenants in common, Grantors, of P.O. Box 575, Jackson, Wyoming 83001, and, CL Farms, a Wyoming General Partnership, Grantee, of P.O. Box 575, Jackson, Wyoming 83001.

Witness that the Grantors, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America, and other good and valuable consideration to the Grantors in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and by these presents does grant, bargain, and sell, convey and confirm unto the Grantee, and to the Grantee's successors and assigns forever, the following described property in the County of Madison, State of Idaho, to-wit:

See Exhibit "A" attached hereto and by this reference
made a part hereof

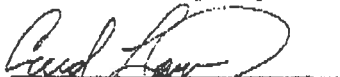
Subject to all conditions, restrictions, reservations, easements, rights of way, rights, zoning ordinances, and governmental regulations of record and all other easements and rights of way appearing on this land.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, and remainders, rents, issues and profits therefrom; and all estate, right, title and interest in and to the property, as well in law as in equity, of the Grantors.

TO HAVE AND TO HOLD the premises and the appurtenances unto the Grantee's successors and assigns forever. The Grantors and the Grantors' heirs shall warrant and defend the premises in the quiet and peaceable possession of the Grantee and the Grantee's successors and assigns, against the Grantors and Grantors' heirs, and against every person whomsoever who lawfully holds (or who later lawfully claims to have held) rights in the premises as of the date hereof.

In construing this Warranty Deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the Grantors has executed the within instrument the day and year first above written.


Creed Law, Trustee


Clarene Law, Trustee

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DEC 3 2010

Department of Water Resources
Eastern Region

Exhibit "A"

272715

TRACT 1:
W $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ OF SECTION 5, TOWNSHIP 5 NORTH, RANGE 43 EAST, BOISE MERIDIAN,
MADISON COUNTY, IDAHO.

TRACT 2:
LOTS 12, 13, 14, 15 AND THE WEST 60 RODS OF LOT 11, S $\frac{1}{2}$ SE $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 5
NORTH, RANGE 43 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO. LESS THE
FOLLOWING DESCRIBED TRACT:

SECTION 6, TOWNSHIP 5 NORTH, RANGE 43 EAST, BOISE MERIDIAN, MADISON COUNTY,
IDAHO. A STRIP OF LAND 150 FEET WIDE ALONG CANYON CREEK ROAD DESCRIBED AS
FOLLOWS: BEGINNING AT A POINT THAT IS 277.50 FEET NORTH 00°25'41" WEST AND 136.60
FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 6, (SECTION SECTION
CORNER IS A GOVERNMENT BRASS CAP) AND RUNNING THENCE SOUTH 72°37'26" EAST
105.31 FEET; THENCE SOUTH 84°59'06" EAST 87.05 FEET; THENCE NORTH 12°00'18" WEST
179.89 FEET; THENCE NORTH 46°43'52" EAST 230.50 FEET; THENCE NORTH 41°29'41" EAST
340.55 FEET; THENCE NORTH 43°08'07" EAST 38.00 FEET; THENCE NORTH 46°51'53" WEST
150.00 FEET; THENCE SOUTH 43°03'07" WEST 42.30 FEET; THENCE SOUTH 41°29'42" WEST
333.41 FEET; THENCE SOUTH 46°43'54" WEST 337.56 FEET; THENCE SOUTH 12°00'13" EAST
172.00 FEET TO THE POINT OF BEGINNING.

TRACT 3:
NE $\frac{1}{4}$; LOTS 1, 2, 5, 6, 7, 8, 11 AND 12; S $\frac{1}{2}$ SE $\frac{1}{4}$ SECTION 7, TOWNSHIP 5 NORTH, RANGE 43
EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO.

TRACT 4:
NW $\frac{1}{4}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SECTION 8, TOWNSHIP 5 NORTH, RANGE 43 EAST, BOISE
MERIDIAN, MADISON COUNTY, IDAHO.

TRACT 5:
NW $\frac{1}{4}$ NE $\frac{1}{4}$; W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$; AND TAX 1 DESCRIBED AS FOLLOWS: COMMENCING
AT THE NORTHWEST CORNER OF THE NE $\frac{1}{4}$ AND RUNNING THENCE SOUTH 80 RODS;
THENCE EAST 80 RODS; THENCE SOUTH 57 RODS; THENCE IN A NORTHWESTERLY
DIRECTION TO A POINT 32 RODS SOUTH OF THE SOUTHWEST CORNER OF THE NW $\frac{1}{4}$ NE $\frac{1}{4}$;
THENCE CONTINUING NORTHWESTERLY ACROSS LOT 6 TO A POINT 6 RODS EAST OF THE
NORTHWEST CORNER OF SAID LOT 6 AND CONTINUING NORTHWESTERLY TO A POINT
ON THE NORTH BOUNDARY LINE OF LOT 2 THAT IS 35 RODS EAST OF THE NORTHWEST
CORNER OF SAID LOT 2; THENCE EAST 125 RODS TO THE PLACE OF BEGINNING. ALL
LOCATED IN SECTION 18, TOWNSHIP 5 NORTH, RANGE 43 EAST, BOISE MERIDIAN,
MADISON COUNTY, IDAHO.

TRACT 6: (FORMERLY TRACT 14):
THE EAST 20 RODS OF LOT 11, LOT 10 AND N $\frac{1}{2}$ SE $\frac{1}{4}$ SECTION 6, TOWNSHIP 5 NORTH, RANGE
43 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO.

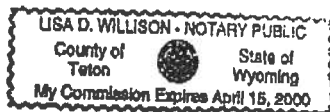
STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this 17th day of June, 1998, before me, a Notary Public of the said State, personally appeared Creed Law, Trustee and Clarene Law, Trustee known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Witness my hand and official seal.

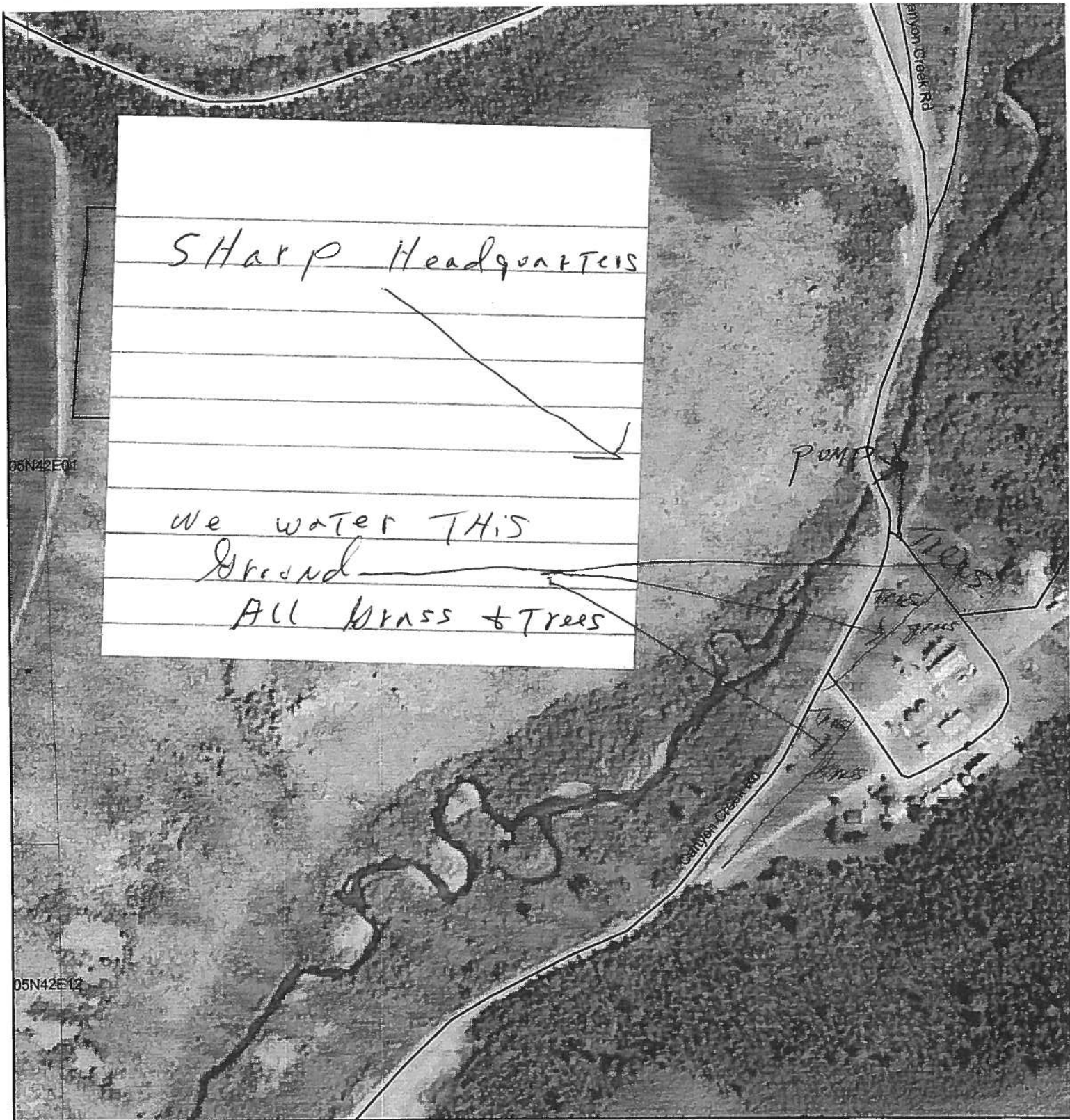
Lisa D. Willison
Notary Public

My Commission Expires: 4-15-00



272718

Recorded in Book _____
At _____ JUN 12 1998
1535 _____ m
WILLIAMSON & ASSOCIATES
NOTARY PUBLIC
900 Charisse Lane



Tract 81



Madison County Idaho
Farm Service Agency

September 2, 2010

RECEIVED

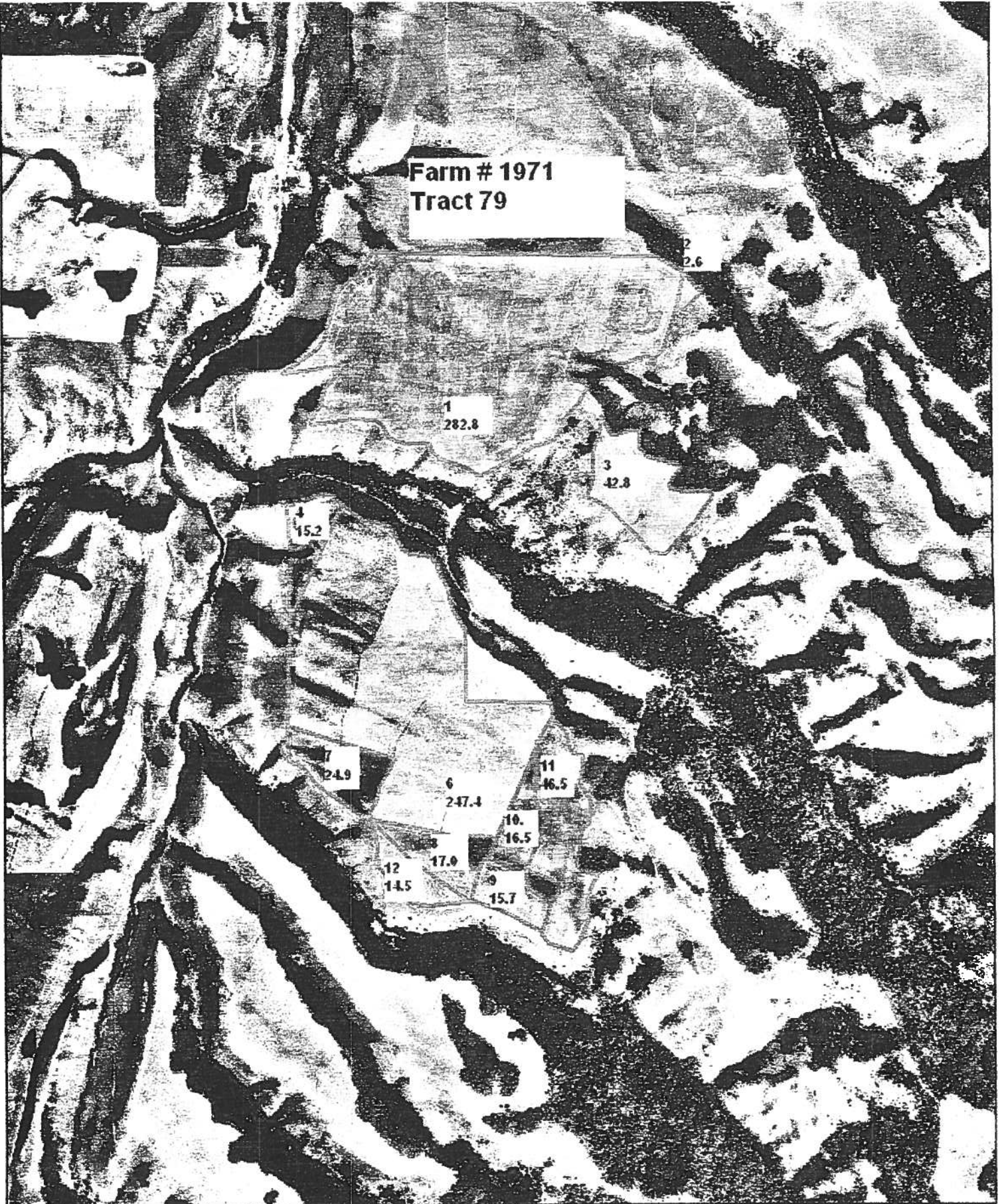
DEC 30 2010

Department of Water Resources
Eastern Region



Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS

**Farm # 1971
Tract 79**



**Map of Tract "9
S5.6.7.8-T5-R43**

0.2 0 0.2 0.4 0.6 0.8 Miles



Map Printed: Dec 11, 2003

IDAHO DEPT OF LANDS

WARD PERRY &

LAZY CREEK REVOCAB

LAZY CREEK TRUST

LAZY CREEK RANCH LLC

LAZY CREEK RANCH LLC

LAZY TRIPLE CREEK RANCH LLC

LAZY TRIPLE CREEK RANCH LLC

LAZY TRIPLE CREEK RANCH LLC

LAZY TRIPLE CREEK RANCH LLC

4
15.19

10.35

2
5.48

2
32.96



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street, P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 287-4800 Fax: (208) 287-6700 Web Site: www.idwr.idaho.gov

Reference

2005 Letter

#3

January 25, 2005

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

CL FARMS A WYOMING GP
C/O CLARENE LAW OR CREED LAW
PO BOX 575
JACKSON WY 83001

RE: Change of Ownership for Water Right 22-10233 and 22-10234

Dear Water Right Holder:

The department acknowledges receipt of correspondence changing ownership of the above referenced water rights to you. The department has modified its records to reflect the changes in ownership and has enclosed computer-generated reports for your records.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

For Jeff Peppersack, Manager
Water Right Permits Section

JP:eja

Enclosures

RECEIVED

DEC 30 2010

Department of Water Resources
Eastern Region

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report 22-10233

WATER RIGHT NUMBER: 22-10233

<u>Owner Type</u>	<u>Name and Address</u>
Original Owners	DEAN SHARP WAYNE SHARP
Current Owner	CL FARMS A WYOMING GP C/O CLARENE LAW OR CREED LAW PO BOX 575 JACKSON, WY 83001 (307) 733-2535

Priority Date: 12/31/1940

Basis: Decreed

Status: Active

Source Tributary
GROUND WATER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
DOMESTIC	1/01 to 12/31	0.120 CFS	
	<u>Total Diversion:</u>	0.120 CFS	

Location of Point(s) of Diversion

GROUND WATER

MADISON County

L12 (NW1/4SW1/4)

Sec. 6, Twp 05N, Rge 43E, B.M.

Place of Use

DOMESTIC

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE					
05N	43E	6									X								
											L 12								

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. N11 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
3. N13 THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.

Remarks:

1. Explanatory PARCEL NO. RP05N43E065401A

Comments:

1. AJU4-ECA 5/8/1998 DOMESTIC 1 HOME UPDATE
Comment: USE-NOT-IRRIGATION FIELD TEXT REPLACED WITH "1 HOME". CONDITION CODES N11 AND N13 ADDED IF NOT ALREADY PART OF RECORD. ANY GEN REMARK CHANGED TO AN EXP REMARK.

Dates and Other Information:

Decreed Date: 7/30/1999

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 22-10234

WATER RIGHT NUMBER: 22-10234

<u>Owner Type</u>	<u>Name and Address</u>
Original Owners	WAYNE SHARP DEAN SHARP
Current Owner	CL FARMS A WYOMING GP C/O CLARENE LAW OR CREED LAW PO BOX 575 JACKSON, WY 83001 (307) 733-2535

Priority Date: 07/31/1978

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>Annual Volume</u>
DOMESTIC	1/01 to 12/31	0.120 CFS	
	<u>Total Diversion:</u>	0.120 CFS	
<u>Location of Point(s) of Diversion</u>			
GROUND WATER	L12 (NW1/4SW1/4)	Sec. 6,	Twp 05N, Rge 43E, B.M.
MADISON County			

Place of Use

DOMESTIC

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
05N	43E	6																	
												X							
												L 12							

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. N11 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
3. N13 THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.

Remarks:

1. Explanatory PARCEL NO. RP05N43E065401A

Comments:

1. AJU4-ECA 5/8/1998 DOMESTIC 1 HOME UPDATE
 Comment: USE-NOT-IRRIGATION FIELD TEXT REPLACED WITH "1 HOME". CONDITION CODES N11 AND N13 ADDED IF NOT ALREADY PART OF RECORD. ANY GEN REMARK CHANGED TO AN EXP REMARK.

Dates and Other Information:

Decreed Date: 7/30/1999

AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY
(10-17-92)

13 0043 106 00001219

RECEIVED

DEC 30 2010

Department of Water Resources
Eastern Region

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

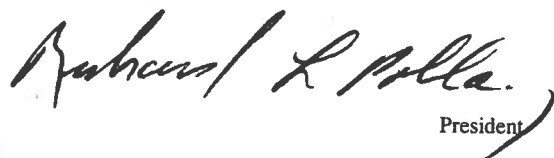
1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Issued by:
ALLIANCE TITLE AND
ESCROW CORPORATION
130 E. MAIN STREET
REXBURG, ID 83440
(208) 356-9324
FAX (208) 356-9325

CHICAGO TITLE INSURANCE COMPANY
By:


President



By:


Secretary

SCHEDULE A

Office File Number: 5-12231-L
Policy Number: 13 0043 106 00001219
Date of Policy: December 16, 1997, at 15:10
Amount of Insurance: \$850,000.00
Premium: \$2,392.50

1. Name of Insured:
CREED LAW and CLARENE LAW, husband and wife
2. The estate or interest in the land which is covered by this policy is:
FEE SIMPLE
3. Title to the estate or interest in the land is vested in:
CREED LAW and CLARENE LAW, husband and wife
4. The land referred to in this policy is described as follows:

TRACT 1:

W½W½SW¼ OF SECTION 5, TOWNSHIP 5 NORTH, RANGE 43 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO.

TRACT 2:

LOTS 12, 13, 14, 15 AND THE WEST 60 RODS OF LOT 11, S½SE¼ OF SECTION 6, TOWNSHIP 5 NORTH, RANGE 43 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO. LESS THE FOLLOWING DESCRIBED TRACT:

SECTION 6, TOWNSHIP 5 NORTH, RANGE 43 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO. A STRIP OF LAND 150 FEET WIDE ALONG CANYON CREEK ROAD DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS 277.50 FEET NORTH 00°25'41" WEST AND 136.60 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 6, (SECTION CORNER IS A GOVERNMENT BRASS CAP) AND RUNNING THENCE SOUTH 72°37'26" EAST 105.31 FEET; THENCE SOUTH 84°59'06" EAST 87.05 FEET; THENCE NORTH 12°00'18" WEST 179.89 FEET; THENCE NORTH 46°43'52" EAST 230.50 FEET; THENCE NORTH 41°29'41" EAST 340.55 FEET; THENCE NORTH 43°08'07" EAST 38.00 FEET; THENCE NORTH 46°51'53" WEST 150.00 FEET; THENCE SOUTH 43°03'07" WEST 42.30 FEET; THENCE SOUTH 41°29'42" WEST 333.41 FEET; THENCE SOUTH 46°43'54" WEST 337.56 FEET; THENCE SOUTH 12°00'13" EAST 172.00 FEET TO THE POINT OF BEGINNING.

TRACT 3:

NE¼; LOTS 1, 2, 5, 6, 7, 8, 11 AND 12; S½SE¼ SECTION 7, TOWNSHIP 5 NORTH, RANGE 43 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO.

TRACT 4:

NW¼NW¼; N½SW¼NW¼ SECTION 8, TOWNSHIP 5 NORTH, RANGE 43 EAST, BOISE

MERIDIAN, MADISON COUNTY, IDAHO.

TRACT 5:

NW $\frac{1}{4}$ NE $\frac{1}{4}$; W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$; AND TAX 1 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NE $\frac{1}{4}$ AND RUNNING THENCE SOUTH 80 RODS; THENCE EAST 80 RODS; THENCE SOUTH 57 RODS; THENCE IN A NORTHWESTERLY DIRECTION TO A POINT 32 RODS SOUTH OF THE SOUTHWEST CORNER OF THE NW $\frac{1}{4}$ NE $\frac{1}{4}$; THENCE CONTINUING NORTHWESTERLY ACROSS LOT 6 TO A POINT 6 RODS EAST OF THE NORTHWEST CORNER OF SAID LOT 6 AND CONTINUING NORTHWESTERLY TO A POINT ON THE NORTH BOUNDARY LINE OF LOT 2 THAT IS 35 RODS EAST OF THE NORTHWEST CORNER OF SAID LOT 2; THENCE EAST 125 RODS TO THE PLACE OF BEGINNING. ALL LOCATED IN SECTION 18, TOWNSHIP 5 NORTH, RANGE 43 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO.

TRACT 6: (FORMERLY TRACT 14):

THE EAST 20 RODS OF LOT 11, LOT 10 AND N $\frac{1}{2}$ SE $\frac{1}{4}$ SECTION 6, TOWNSHIP 5 NORTH, RANGE 43 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO.

SCHEDULE A

Owner Form

**OWNER.POL
9/19/96**

Valid Only If Schedule B and Policy Cover Are Attached

SCHEDULE B

Policy Number: 13 0043 106 00001219

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

General Exceptions:

- (1) Rights or claims of parties in possession not shown by the public records.
- (2) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
- (3) Easements, or claims of easements, not shown by the public records.
- (4) Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- (5) (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
- (6) Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

Special Exceptions:

7. Taxes, including any assessments collected therewith, for the year 1998 which are a lien not yet payable.
8. Right of Way to the United States of America over and across Lots 5 and 6 in Section 7 recorded October 4, 1915 as Bk/Dr. 37, No. 428.
9. Right of Way to the United States of America over and across Lot 1 of Section 7, recorded August 13, 1956 as Bk/Dr. 188, No. 132.
10. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted to: **Utah Power & Light Company, a Corporation**
Purpose: **Pole line over and across Lot 12 in Section 6**
Recorded: **June 18, 1953 in Book 172 at page 173 of Official Records.**
11. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted to: **Utah Power & Light Company, a Corporation**
Purpose: **Pole line over and across Lot 13 in Section 6**
Recorded: **June 18, 1953 in Book 172 at page 174 of Official Records.**

SCHEDULE B

Policy Number: 13 0043 106 00001219

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

General Exceptions:

- (1) Rights or claims of parties in possession not shown by the public records.
- (2) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
- (3) Easements, or claims of easements, not shown by the public records.
- (4) Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- (5) (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
- (6) Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

Special Exceptions:

7. Taxes, including any assessments collected therewith, for the year 1998 which are a lien not yet payable.
8. Right of Way to the United States of America over and across Lots 5 and 6 in Section 7 recorded October 4, 1915 as Bk/Dr. 37, No. 428.
9. Right of Way to the United States of America over and across Lot 1 of Section 7, recorded August 13, 1956 as Bk/Dr. 188, No. 132.
10. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted to: **Utah Power & Light Company, a Corporation**
Purpose: **Pole line over and across Lot 12 in Section 6**
Recorded: **June 18, 1953 in Book 172 at page 173 of Official Records.**
11. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted to: **Utah Power & Light Company, a Corporation**
Purpose: **Pole line over and across Lot 13 in Section 6**
Recorded: **June 18, 1953 in Book 172 at page 174 of Official Records.**

12. The conditions contained in Deed recorded December 12, 1947 as Bk/Dr. 162 of Deeds, No. 36, as follows: Wherein one-half of the oil, gas and other hydrocarbons and minerals are reserved to The Union Central Life Insurance Company, its successors and assigns, and subject further to conditions therein as to the SW $\frac{1}{4}$ SE $\frac{1}{4}$, Lots 14 and 15 in Section 6; Lot 2 in Section 7.

13. The conditions contained in Deed recorded September 9, 1935 as Bk/Dr. 127 of Deeds, No. 498, as follows: Wherein one-half of all oil, gas and other minerals beneath the surface, are reserved to the Union Central Life Insurance Company, and subject further to conditions therein, as to Lots 11 and 12 in Section 7; E $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 18.

14. The conditions contained in Declaration of County Road Right of Way recorded November 10, 1980 as Instrument No. 186371.

15. The conditions contained in Survey recorded September 26, 1986 as Instrument No. 217392 as follows: Affecting Section 18-5-43 shows footage of Section.

16. The conditions contained in State Deed to Leonard M. Sharp and Sons recorded May 15, 1992 as Instrument No. 242293 as follows: (copy attached) Section 6-5-43.

17. Exceptions in Warranty Deed No. 269538 paragraphs 13 and 14.

18. Exceptions in Warranty Deed No. 269539 paragraphs 13 and 14.

19. A mortgage to secure an indebtedness as shown below, and any other obligations secured thereby
Amount: \$300,000.00

Dated: December 15, 1997

Mortgagor: Creed Law and Clarene Law, husband and wife

Mortgagee: Rocky Mountain Accommodators, Inc.

Recorded: December 16, 1997 as Instrument No.: 269539 of Official Records.

21. A Mortgage to secure an indebtedness in the amount shown below, and any other obligations secured thereby

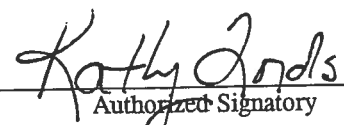
Amount: \$300,000.00

Dated: December 15, 1997

Mortgagor: CREED LAW and CLARENE LAW, husband and wife

Mortgagee: ROCKY MOUNTAIN ACCOMMODATORS, INC.

Recorded: December 16, 1997 as Instrument No.: 269540 of Official Records.


Authorized Signatory

SCHEDULE B (STANDARD COVERAGE)
Owner Form.

KNOW ALL MEN BY THESE PRESENTS, THAT I, Ernest C. Williams, of the County of Madison, State of Idaho, in consideration of the sum of Ten and no/100 Dollars to me in hand paid, and other good and valuable considerations, the receipt whereof is hereby duly acknowledged, do hereby grant, bargain, sell and convey unto the United States of America, an easement and right of way in gross over the following tract or parcels of land, situate, lying and being in the County of Madison, State of Idaho and bounded and particularly described as follows:

Lots 5 and 6, Section Seven (7) Township Five (5) North Range Forty three (43) East, Boise Meridian.

The said right of way hereby granted is for the construction, maintenance and full, free and quiet use and enjoyment of one line of poles bearing telegraph and telephone wire and traversing the above described premises according to the following general course, and direction to-wit:

(A strip of land ten (10) feet in width along the North side of Lots five (5) and six (6) and the north half of the East side of Lot six (6) Section seven (7) Township Five (5) North, Range Forty three (43) East, Boise Meridian and to be used for the purpose of communication by Telephone and Telegraph and none other.

This Grant shall be effective so long as said easement shall be actually used for the purpose above specified, and all right hereunder shall revert to the owner of the land as soon as the said use thereof shall be abandoned and discontinued.

The grantee shall at all reasonable times have the right to enter for the purpose of construction, repairing, patrolling, and removing such telephone and telegraph line doing as little damage as possible.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this eighth day of September A. D. 1915.

Signed sealed and delivered in the presence of Ernest C. Williams, (seal)
(seal) Burr Power, Notary Public
John H. Kinney.

Acknowledgment Individuals 11-20-07

State of Idaho)
County of Fremont) ss

I, Burr Power, Notary Public in and for State of Idaho, and residing in Fremont County Idaho, therein duly commissioned and sworn, my commission expiring March 6 1916, do hereby certify that on this 8th day of September in the year one thousand nine hundred and fifteen, before me personally appeared Ernest C. Williams, known and well known to me to be the person described in and whose name is subscribed to and who executed the within foregoing instrument and acknowledged that he executed the same as his free act and deed and for the consideration, used and purposes therein set forth.

Witness my hand and official seal at my office in the County of Fremont, State of Idaho, this eighth day of September 1915.

(Seal) Burr Power, Notary Public for the State of Idaho, residing in Fremont County Idaho.

Filed for record at the request of the Talisade Nat. Forest, Sept. 11, 1915.
Rec-11-25
Jno. Hagedorn, Recorder

Instrument Number 99096 Foot \$1.00
Recorded at the office of State Public & Light Co. 12:20 P.M. 10 day of June 1952
Recorder S. L. Thompson (State Individual)
1-A. UTAH POWER & LIGHT COMPANY

Recorded

POLE LINE EASEMENT

BOOK 172 PAGE 173

Indorse

ROBT. R. THOMPSON and MINNIE THOMPSON

his wife, Grantors, of Madison County, Idaho, do hereby grant, bargain, sell, convey, and warrant to UTAH POWER & LIGHT COMPANY, a corporation, its successors in interest and assigns, Grantee, for the sum of One (\$1.00) Dollar and other valuable consideration, a perpetual easement and right of way for the erection and continued maintenance, repair, alteration and replacement of the electric transmission, distribution and telephone circuits of the Grantee, and 2 guy anchors and one pole with the necessary guys, stubs, cross-arms, and other attachments thereon, or affixed thereto, for the support of said circuits, to be erected and maintained upon and across the premises of the Grantor, in Madison County, Idaho, along a line described as follows:

Beginning on north boundary line of grantor's land at a point 1790 feet east, more or less, from the west quarter corner of Section 6, T.5 N., R.43 E., B.3.4 M., thence running S.12°29'W, 655 feet, more or less, thence S.25°32'W, 750 feet, more or less, to south boundary line of said land and being in Lot 12 of said Section 6.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement.

WITNESS the hand of the Grantor, this 7 day of August, A. D. 1952

Robt. R. Thompson
Minnie Thompson

STATE OF IDAHO,

County of Madison

On this 7th day of August, in the year 1952, before me, E. L. Thompson, a Notary Public in and for the State of Idaho, personally appeared Robt. R. Thompson and Minnie Thompson, his wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

My commission expires:

April 29, 1954

Residing at

E. L. Thompson
Notary Public.

Rexburg, Idaho

File No. 24598

Instrument Number 10000 For: \$ 7.00
Recorded at the office of Notary Public 18 day of June, 1951
by H. J. Walz (Make Individual)
UTAH POWER & LIGHT COMPANY

Recorded
under

2.

POLE LINE EASEMENT BOOK 172 PAGE 174

HERMAN WALZ and EVA J. WALZ

his wife, Grantor S. of Madison County, Idaho, do hereby grant, bargain, sell, convey, and warrant to **UTAH POWER & LIGHT COMPANY**, a corporation, its successors in interest and assigns, Grantee, for the sum of One (\$1.00) Dollar and other valuable consideration, a perpetual easement and right of way for the erection and continued maintenance, repair, alteration and replacement of the electric transmission, distribution and telephone circuits of the Grantee, and 3 guy anchors and 3 poles, with the necessary guys, stubs, cross-arms, and other attachments thereon, or affixed thereto, for the support of said circuits, to be erected and maintained upon and across the premises of the Grantor S. in Madison County, Idaho, along a line described as follows:

Beginning on north boundary line of grantor's land at a point 1320 feet north and 1320 feet east, more or less, from the southwest corner of Section 6, T.5 N., R.43 E., S.8. & M., thence running S.25°32'W. 1790 feet, more or less, on said land and being in Lot 13 of said Section 6 and Lot 3 of Section 7. Township and Range aforesaid.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement.

WITNESS the hand S. of the Grantor S., this 6 day of December, A. D. 1951

Herman Walz
Eva J. Walz

STATE OF IDAHO,

County of Madison

On this 6 day of December, in the year 1951, before me, H. J. Walz, a Notary Public in and for the State of Idaho, personally appeared Herman Walz and Eva J. Walz, his wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

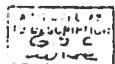
My commission expires:

April 29, 1954

Residing at

Rexburg, Idaho

File No. 24599



RIGHT OF WAY DEED

Page 1 of 3 pages

THIS INDENTURE, made this 24th day of March, in the year one thousand nine hundred and fifty three, and between Robert R. Thueson and Minnie Thueson, his wife, of the County of Madison, in the State of Idaho, and , Mortgagee, of the County of State of , who joins herein for the purpose of releasing the hereinafter described land intended to be conveyed, from the lien of a mortgage dated the day of , in the year , and recorded in Book of the records of County, Grantors, parties of the first part, and the United States of America, Grantee, party of the second part:

WITNESSETH:

That, for and in consideration of the sum of One (1) dollars (\$ 1.00), to in hand paid, and other valuable considerations, receipt of which is hereby acknowledged, the part of the first part do hereby grant, bargain, sell, convey and confirm unto the United States of America, an easement and right of way in gross over the following tracts of land, situate, lying and being in the County of Madison, State of Idaho, and particularly described as follows:

Lots 1, 2, 6, SE SE Section 7 and NE NE Section 8, T. 5 N., R. 43 E., Boise Meridian.

The said right of way hereby granted is for the construction, maintenance, and full, free and quiet use and enjoyment by the United States of America, for any and all purposes by them desired or deemed necessary or beneficial, and by the general public as a public highway of a certain road or way, being 33 feet in width, and traversing the above described premises by the following general courses and distances, to wit:

Commencing on the west boundary of the grantors land at a point 690 feet south of the northwest corner of Lot 2, Section 7, T. 5 N., R. 43 E., Boise Meridian, this point being station 16+00 of the road survey, thence N 77 degrees E 100 feet, thence N 73 degrees E 100 feet, thence N 82 degrees E 100 feet, thence S 89 degrees E 100 feet, thence S 90 degrees E 100 feet, thence S 79 degrees E 135 feet, thence S 72 degrees E 67 feet, thence S 69 degrees E 177 feet, thence S 72 degrees E 123 feet, thence S 68 degrees E 100 feet, thence S 55 degrees E 100 feet, thence S 59 degrees E 100 feet, thence S 62 degrees E 100 feet, thence S 56 degrees E 200 feet, thence S 51 degrees E 100 feet, thence S 41 degrees E 200 feet, thence S 46 degrees E 100 feet, thence S 69 degrees E 100 feet, thence S 74 degrees E 100 feet, thence S 71 degrees E 100 feet,

thence S 66 degrees E 100 feet, thence S 52 degrees E 100 feet, thence S 39 degrees E 100 feet, thence S 17 degrees E 100 feet, thence S 3 degrees E 100 feet, thence S 9 degrees E 100 feet, thence S 18 degrees E 100 feet, thence S 23 degrees E 100 feet, thence S 31 degrees E 100 feet, thence S 34 degrees E 100 feet, thence S 34 degrees E 100 feet, thence S 24 degrees E 280 feet, this point being station 52/80 of the road survey. At this point the northwest corner of the southeast quarter of Section 7, T. 5 N., R. 43 E., B.M., bears west 15 feet.

Commencing at a point on the north boundary of the grantors land 200 feet west of the northeast corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 7, T. 5 N., R. 43 E., Boise Meridian, this point being station 80/70 of the road survey, thence S 60 degrees E 120 feet, thence S 84 degrees E 80 feet, thence S 77 degrees E 15 feet, to the east boundary of the grantors land at a point 75 feet south of the northeast corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 7, T. 5 N., R. 43 E., B.M., this point being Station 82/85 of the road survey.

Commencing on the east boundary of the grantors land at a point 205 feet south of the northeast corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 7, T. 5 N., R. 43 E., Boise Meridian, this point being station 84/50 of the road survey, thence S 33 degrees W 20 feet, thence S 35 degrees W 100 feet, thence S 2 degrees E 160 feet, thence S 20 degrees W 212 feet, thence S 4 degrees E 250 feet, thence S 15 degrees W 78 feet, thence S 24 degrees W 300 feet, thence S 20 degrees W 100 feet, thence S 00 degrees W 100 feet, thence S 3 degrees W 100 feet, thence S 13 degrees E 300 feet, thence S 17 degrees E 100 feet, thence S 22 degrees E 100 feet, thence S 29 degrees E 100 feet, thence S 31 degrees E 100 feet, thence S 48 degrees E 95 feet, to the east boundary of the grantors land at a point 256 feet south of the northeast corner of Section 10, T. 5 N., R. 43 E., Boise Meridian, this point being Station 106/65 of the road survey.

DECLARATION OF PUBLIC RIGHT-OF-WAYS

THIS DECLARATION made this 30th day of June, 1980, by the Board of County Commissioners, for the County of Madison State of Idaho.

W I T N E S S E T H

WHEREAS, certain roads or travelways, described below have been open for public use, and have been used by the public for several years last past, and for more than five years, and

WHEREAS, it is a matter of public interest, and the interest of the County, that said roads or travelways continue available to the public use, and that a Declaration to this effect be officially declared and entered in the public records. Width of said roads to be a minimum width of 50'.

NOW THEREFORE, IT IS HEREBY DECLARED, that the following describes roads or travelways are of a public nature, established right-of-ways, and are to be recognized as such, to be kept open for public use, providing continued access to timber and forest lands, for timber, grazing, and recreation purposes. Said Declaration to remain in full force and effect until such time as necessary and appropriate changes may be effected by due process of law.

1. Hawley Gulch Road: From Lyons Creek Road on the north boundary of Section 5, T.4N., R.41E., southeasterly to the Long Hollow Road in Section 23, T. 4N., R.41E. 6miles.
2. Long Hollow Road: From Forest boundary in Section 23 to Forest boundary in Section 24, T.4N., R.41E. 3/4 miles.
3. Fish Creek Road: From Long Hollow Road to Forest boundary all in Section 24, T.4N., R.41E. 3/4 miles.
4. State Creek Road: From county road in Section 5 easterly to Forest boundary Section 12, T.4N., R.41E. 6 miles.
5. Moody Creek: From White Owl road in Section 34, T.6N., R.41E., southerly to Forest boundary Section 36, T.5N., R.41E., 12 miles.
6. Graham Hollow: From Mud Springs road Section 30, south to Forest boundary Section 31, T.5N., R. 41E. 1.5 miles.
7. Mud Springs Road: From Moody Creek road Section 22, easterly to White Owl road Section 29, T.5N., R.41E. 5 miles.
8. White Owl Road: From Section 27, T.6N., R.41E., south to Forest boundary Section 32, T.5N., R.42E. 10 miles.
9. Long Hollow Road: From County road Section 30, T.6N., R.42E., south to Forest boundary Section 35, T.5N., R.42E. 10 miles

10. Spring Creek Road: From Long Hollow road in Section 27, southeasterly to Forest boundary Section 35, T.5N., R.42E. 2.5 miles.
11. Kirkham Hollow Road: Now Canyon Creek road Section 25, south to Forest boundary Section 36, T.5N., R.42E. 2 miles.
12. Calamity Road: From Canyon Creek road Section 18, south to Forest boundary Section 19, T.5N., R.43E. 2 miles.
13. Graham Spring Road: From Canyon Creek road Section 7, to Forest boundary Section 19, T.5N., R.43E. 2 miles.
14. Warm Creek Road: From Canyon Creek road Section 6, east to Forest boundary Section 8, T.5N., R.43E. 2.5 miles.
15. Wright Creek: From Canyon Creek road NW corner Section 31, east to South Pony Creek road Section 32, T.6N., R.43E. 2.5 miles.
16. South Pony Creek Road: From North Pony Creek road Section 30, to county line Section 32; T.6N., R.43E., 2.5 miles.
17. Pony Creek Road: From Canyon Creek road easterly to county line Section 29, T.6N., R.43E. 2 1/4 miles.
18. North Pony Creek Road: From Pony Creek road easterly to county line Section 29, T.6N., R.43E. 2 miles.
19. South Crooked Creek Road: From Canyon Creek road Section 13, T.6N., R.42E., easterly to county line Section 17, T.6N., R.43. 2 1/4 miles.
20. County Line Road: South from State Highway 33 to South Crooked Creek road in Section 17, T.6N., R.43E., 1 1/4 miles.

Dated this 10th day of November, 1980

ATTEST: Debra A. Lerner
Clerk of the Board



MADISON COUNTY COMMISSIONERS

Del Klingler
Del Klingler, Chairman

MICROFILMED

State of Idaho } 186371
County of Madison }
I hereby certify that the within instrument was
filed for record on November 10
1980 at 11:00 A.M. and
is on file 186371
for 8 years.
By Richard Heninger Recorder
At the County of Madison
Richard Heninger
420 North Bridge
St. Anthony, Idaho 83445

Loan #3123

STATE OF IDAHO DEED

First American Title Company
NUMBER 12714
Certificate No. 24546

To All to Whom These Presents Shall Come, Greetings:

Whereas, on the 18th day of OCTOBER 1968 all that tract or parcel of INDEMNITY SCHOOL ENDOWMENT (PUBLIC SCHOOL FORECLOSURE) land of the State of Idaho, hereinafter mentioned and particularly described, was sold in the manner provided by law to

LEONARD M. SHARP and SONS -

of REXBURG, State of IDAHO, for the aggregate price of NINE THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS

And Whereas, the said sum of NINE THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS

has been fully paid to the proper receiving officer for the State of Idaho, by LEONARD M. SHARP and SONS - c/o Wayne Sharp, Box 96, Sugar City, Idaho 83448.

as shown by the records in the office of the State Board of Land Commissioners, the said sum being the whole amount of the purchase price for the said tract or parcel of land hereinafter described:

Now, Know Ye, That the said State of Idaho, in pursuance of law in such case made and provided, and in consideration of the premises aforesaid, and of the aforesaid sum of

NINE THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS

to the said State of Idaho paid, doth by these presents grant, bargain, sell, convey and confirm, in fee, unto the said

LEONARD M. SHARP and SONS -

Their heirs and assigns, all of the said tract and parcel of land situated in the County of MADISON and State of Idaho, and described as follows, to-wit:

Lot Ten (10), East 20 rods of Lot Eleven (11), the North-half of the Southeast Quarter (N1/4) Section Six (6), Township Five (5) North, Range 43 East, Boise Meridian, containing 130.0 acres, more or less.

To have and to hold the said premises and parcel of land above particularly described, with the appurtenances thereon, unto the said

LEONARD M. SHARP and SONS -

Their heirs and assigns, in fee simple forever, subject to the provisions of Section 58-604, Idaho Code, as amended by Chapter 44, 1951 Session Laws; which grants over all lands belonging to the State a right of way for ditches constructed by authority of the United States. The State reserves the right to all coal, oil, oil shale, gas phosphate, sodium, asbestos, gold, silver, lead, zinc, copper, antimony and all minerals or deposits of minerals of whatsoever kind or character, including geothermal resources (and associated by products), sand and gravel, pursuant to Sec. 47-701, Idaho Code.

In Witness Whereof, I, CECIL D. ANDRUS, the Governor of the State of Idaho, have hereunto signed my name and caused the Great Seal of the State of Idaho and the Seal of the Board of Land Commissioners to be hereunto affixed, this 28th day of April 1969.

Countersigned:

Cecil D. Andrus
Governor of Idaho

Countersigned:

Stanley F. Hamilton
Director, Department of Lands



STATE OF IDAHO,
County of Ada,

On this 28th day of April, 1969, in the year 1969, before

me, a Notary Public in and for said State, personally appeared Cecil D. Andrus, known to me to be the Governor of the State of Idaho, and Pete T. Cenarrusa, known to me to be the Secretary of the State of Idaho, and Stanley F. Hamilton, known to me to be the Director, Department of Lands of the State of Idaho, who executed said instrument and acknowledged to me that such State of Idaho executed the same.

In Witness Whereof, I have hereunto set my hand and seal on the day and year last above written.

State of Idaho
County of Madison

I hereby certify that the within instrument was

Recorded on File 242293

1969 at 1605 PM, and

recorded on File 242293

by DETH R. REESE, Recorder

At the request of

First American Title Company

Boise, Idaho

Do we have a water right for this land? Walz

#4

CORPORATION DEED

Order No. 3040515141-V

For Value Received

Walz Enterprises, Inc., an Idaho Corporation
a corporation duly organized and existing under the laws of the State of Idaho, Grantor,
does hereby Grant, Bargain, Sell and convey unto
Creed Law, as Trustee of the Creed Law Revocable Trust dated April 4, 1989 and
Alta Clarene Webb Law, as Trustee of the Clarene Law Revocable Trust dated
April 4, 1989

whose current address is: Box 575
Jackson, WY 83001

the following described real estate, to-wit:

Township 5 North, Range 42 East, Boise Meridian, Madison County, Idaho.
Section 12: All that portion of the S 1/4 NE 1/4 lying South and East of Canyon Creek.

Township 5 North, Range 43 East, Boise Meridian, Madison County, Idaho.
Section 7: Lot 3.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said
Grantee(s), heirs and assigns forever. And the Grantor does hereby covenant to and with
the Grantee(s), that it is the owner of said premises; that they are free from all
encumbrances EXCEPT: current year taxes, conditions, covenants, restrictions,
reservations, easements, rights and rights of way, apparent or of record.

IN WITNESS WHEREOF, the Grantor, pursuant to a resolution of its Board of
Directors has caused its corporate name to be hereunto subscribed by its President and its
corporate seal to be affixed by its Secretary this July 11, 2005.

By:

Walz Enterprises, Inc.

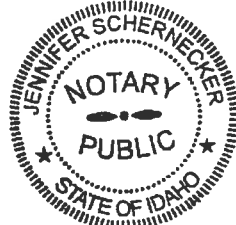
Rex J. Walz
By: Rex J. Walz, President

Instrument # 321146
REXBURG, MADISON, IDAHO
2005-07-15 04:35:00 No. of Pages: 1
Recorded for: ALLIANCE TITLE AND ESCROW
MARILYN R. RASMUSSEN Fee: 3.88
Ex-Officio Recorder Deputy

State of Idaho)
County of Madison) ss.

On this 15th day of July, 2005, before me, a Notary Public in and for said state, personally
appeared Rex J. Walz known to me to be the
President of the Corporation, and acknowledged to me that pursuant to a
Resolution of the Board of Directors, he executed the foregoing in said Corporation
name.

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



J. Scherneck
Notary Public for the State of
Residing at:
Commission Expires:

State of Idaho
Residing in Rngby
Commission Expires: 07-15-2009

CERTIFICATE
FOREGOING INSTRUMENT
TO BE A TRUE AND CORRECT
COPIES OF THE ORIGINAL
ON FILE IN MY OFFICE
DATED 7-2-10
MARILYN R. RASMUSSEN
Madison County Clerk
Auditor and Recorder
Clerk of the District Court
M. Rasmussen
Deputy

RECEIVED
DEC 30 2009
Department of Water Resources
Eastern Region