

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED DE
JAN 06 2011
DEPT. OF WATER RESOURCES
SOUTHERN REGION

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?
47-8226	Yes ☐		Yes ☐		Yes ☐
47-8226	Yes ☐		Yes ☐		Yes ☐
47-17567	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: J.A. WRIGHT ENT.
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Jordan + REHELE BEARD
Name of each new owner as listed on the conveyance document

KN TURF / RANDY + KAREN ANDERSON
New owner continued ☐ and ☐ or ☒ and/or

433 LACASA LOOP
Mailing address

TWIN FALLS ID 83301
City State ZIP

(208) 420 9709 Jordan@HEMSTATEREALTY.COM
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: 12/20/2010 | 3/2/94

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: [Signature] 1-5-2011
Signature of new owner/claimant Title, if applicable Date

Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by Chann Date 1-6-2011 Receipt No. 5031743 Receipt Amt. \$75

Approved by _____ Processed by _____ Date _____

SUPPORT DATA

JAN 06 2011

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDEPT. OF WATER RESOURCES
SOUTHERN REGION

Notice of Change in Water Right Ownership

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Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
47-8226	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name:

J.A. WRIGHT ENT.

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

Jordan + RHEMELLE BEARD

Name of each new owner as listed on the conveyance document

KN TURF / RANDY + KAREN ANDERSON

New owner continued

Name connector

☐ and☐ or☒ and/or

433 ACASA LOOP

Mailing address

TWIN FALLS

City

ID

State

83301

ZIP

(208) 420 9709

Telephone

Jordan@GEMSTATEREALTY.COM

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.

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- 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:

Signature of new owner/claimant

Title, if applicable

1-5-2011

Date

Signature:

Signature of new owner/claimant

Title, if applicable

1-5-2011

Date

For IDWR Office Use Only:

Received by _____ Date _____ Receipt No. _____ Receipt Amt. _____
 Approved by _____ Processed by _____ Date _____

Case No. 61611SM

TitleFact, Inc.
163 Fourth Avenue North
P.O. Box 486
Twin Falls, Idaho 83303

TWIN FALLS COUNTY

RECORDED FOR:
TITLEFACT

2:58:48 pm 12-22-2010

2010-025488

**** SPACE ABOVE FOR RECORDER ****

NO. PAGES: 2 FEE: \$13.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: DAUGHTER

WARRANTY DEED

FOR VALUE RECEIVED JOHN R. WRIGHT, dealing with his sole and separate property, as to an undivided one-half interest; AND ELAINE WRIGHT, dealing with her sole and separate property, as to an undivided one-half interest, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto JORDAN BEARD and RICHELLE BEARD, husband and wife, hereinafter called Grantee, whose address is: 433 La Casa Loop Twin Falls ID, the following described premises in Twin Falls County, Idaho; to-wit: 83301

Township 10 South, Range 18 East, Boise Meridian, Twin Falls County, Idaho

Section 21: E $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$

SUBJECT TO Highway District right of way.

EXCEPT

Township 10 South, Range 18 East, Boise Meridian, Twin Falls County, Idaho

Section 21: A parcel of land in the E $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ more particularly described as follows:

COMMENCING at the Southeast corner of Section 21;

THENCE North 00°01'09" East 2,645.01 feet to the East quarter corner of Section 21;

THENCE North 89°24'00" West 1318.13 feet to the Northeast corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 21 and being the TRUE POINT OF BEGINNING;

THENCE South 00°02'19" West 730.00 feet along the East boundary of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 21;

THENCE North 89°24'00" West 179.00 feet;

THENCE North 00°02'19" East 730.00 feet to the North boundary of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 21;

THENCE South 89°24'00" East 179.00 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO a 25.00-foot-wide county roadway easement parallel with and adjoining the North boundary of the above-described parcel.

AND EXCEPT

Township 10 South, Range 18 East, Boise Meridian, Twin Falls County, Idaho

Section 21: Being all that certain tract or parcel of land situated in the E $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ said tract being more particularly described by metes and bounds as follows, to-wit;

COMMENCING at the Northeast corner of the SE $\frac{1}{4}$ of the aforementioned Section 21, from which the Northwest corner of the SE $\frac{1}{4}$ of Section 21 bears North 89°24'00" West 2636.26 feet;

THENCE North 89°24'00" West 1497.13 feet along and with the North line of the SE $\frac{1}{4}$ of Section 21, to the Northeast corner and POINT OF BEGINNING of the herein described tract;

THENCE South 00°02'19" West 730.00 feet parallel with the East line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ to the Southeast corner of the herein described tract;

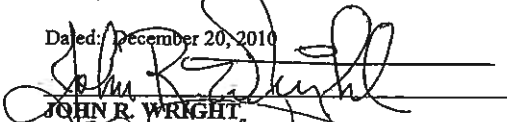
THENCE North 89°24'00" West 119.35 feet to the Southwest corner of the herein described tract;

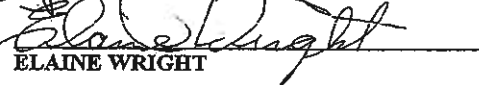
THENCE North 00°02'19" East 730.00 feet to a point on the North line of the SE $\frac{1}{4}$ of Section 21, said point also being the Northwest corner of the herein described tract;

THENCE South 89°24'00" East 119.35 feet along and with the North line of the SE $\frac{1}{4}$ of Section 21, to the POINT OF BEGINNING.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and 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: December 20, 2010

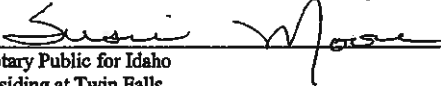

JOHN R. WRIGHT


ELAINE WRIGHT

STATE OF IDAHO
County of Twin Falls

On this 27th day of December, 2010, before me, a Notary Public in and for said State, personally appeared **JOHN R. WRIGHT**, dealing with his sole and separate property, as to an undivided one-half interest, known or identified to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

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

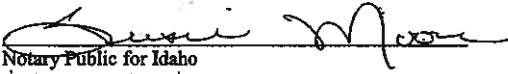

Notary Public for Idaho
Residing at Twin Falls
Commission expires 11-28-2014

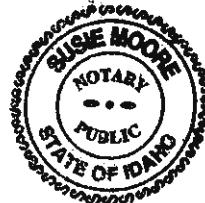


STATE OF IDAHO
County of Twin Falls

On this 28th day of December, 2010, before me, a Notary Public in and for said State, personally appeared **ELAINE WRIGHT**, dealing with her sole and separate property, as to an undivided one-half interest, known or identified to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same.

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


Notary Public for Idaho
Residing at Twin Falls
Commission expires 11-28-2014



CASE NO. 61611SM

TWIN FALLS COUNTY

RECORDED FOR:
TITLEFACT

2:58:49 pm 12-22-2010

2010-025489

NO. PAGES: 3 FEE: \$16.00

TITLEFACT, INC.

163 Fourth Avenue North
P.O. Box 486
Twin Falls, Idaho 83301

KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: BRUNTER

**** SPACE ABOVE FOR RECORDER ****

DEED OF TRUST

THIS DEED OF TRUST, Made this 20th day of December, 2010, between **JORDAN BEARD and RICHELLE BEARD, husband and wife** herein called GRANTOR, whose address is 433 La Casa Loop Twin Falls ID 83301, TitleFact, Inc., an Idaho corporation, herein called Trustee, and **JOHN R. WRIGHT, dealing with his sole and separate property**, herein called BENEFICIARY, whose address is P.O. Box 65031 Port Ludlow WA 98365, WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Twin Falls, State of Idaho, described as follows:

Township 10 South, Range 18 East, Boise Meridian, Twin Falls County, Idaho
Section 21: E $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$
SUBJECT TO Highway District right of way.

EXCEPT

Township 10 South, Range 18 East, Boise Meridian, Twin Falls County, Idaho
Section 21: A parcel of land in the E $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ more particularly described as follows:
COMMENCING at the Southeast corner of Section 21;
THENCE North 00°01'09" East 2,645.01 feet to the East quarter corner of Section 21;
THENCE North 89°24'00" West 1318.13 feet to the Northeast corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 21 and being the TRUE POINT OF BEGINNING;
THENCE South 00°02'19" West 730.00 feet along the East boundary of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 21;
THENCE North 89°24'00" West 179.00 feet;
THENCE North 00°02'19" East 730.00 feet to the North boundary of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 21;
THENCE South 89°24'00" East 179.00 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO a 25.00-foot-wide county roadway easement parallel with and adjoining the North boundary of the above-described parcel.

AND EXCEPT

Township 10 South, Range 18 East, Boise Meridian, Twin Falls County, Idaho
Section 21: Being all that certain tract or parcel of land situated in the E $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ said tract being more particularly described by metes and bounds as follows, to-wit:
COMMENCING at the Northeast corner of the SE $\frac{1}{4}$ of the aforementioned Section 21, from which the Northwest corner of the SE $\frac{1}{4}$ of Section 21 bears North 89°24'00" West 2636.26 feet;
THENCE North 89°24'00" West 1497.13 feet along and with the North line of the SE $\frac{1}{4}$ of Section 21, to the Northeast corner and POINT OF BEGINNING of the herein described tract;
THENCE South 00°02'19" West 730.00 feet parallel with the East line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ to the Southeast corner of the herein described tract;
THENCE North 89°24'00" West 119.35 feet to the Southwest corner of the herein described tract;
THENCE North 00°02'19" East 730.00 feet to a point on the North line of the SE $\frac{1}{4}$ of Section 21, said point also being the Northwest corner of the herein described tract;
THENCE South 89°24'00" East 119.35 feet along and with the North line of the SE $\frac{1}{4}$ of Section 21, to the POINT OF BEGINNING.

In the event the property secured by this Deed of Trust is sold or conveyed in any manner without written consent of the beneficiary hereunder, said beneficiary may, at his option, declare the entire remaining balance, plus accrued interest, due and payable.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred 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 of even date herewith, executed by Grantor in the sum of Thirty Thousand Dollars, (\$30,000.00), final payment due December 20, 2016, and to ensure payment of all such further sums as may be hereafter loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided.

Provided, however, that the 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.

The real property described above is not more than eighty (80) acres and is not principally used for the agricultural production of crops, livestock, dairy, or aquatic goods, or is not more than forty (40) acres regardless of use, or is located within an incorporated city or village.

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 workman like manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished there for; 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 costs 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 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 eighteen per cent per annum.
6. Should Grantor fail to make any payment or to do any act as herein provided, the 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 the Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgement of either appears to be prior or superior hereto; and in exercising any such powers or in enforcing this Deed of Trust by judicial foreclosure 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 of 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.
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 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 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 the Grantor the right, prior to any defaults 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, without 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 may postpone sale of all or any parcel of the property by public announcement at the time and place of any previously scheduled sale. Trustee shall deliver to the purchaser its deed conveying the property sold, without any covenant or warranty express 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 Trustee and of this Trust, including cost of evidence of title and reasonable counsel fee 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 eighteen 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 number 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.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.


JORDAN BEARD

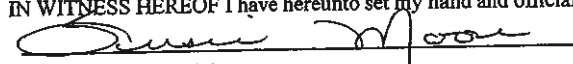

RICHELLE BEARD

* * * * *

STATE OF IDAHO
County of Twin Falls

On this 21st day of December, 2010, before me, a Notary Public in and for said State, personally appeared JORDAN BEARD and RICHELLE BEARD, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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


Notary Public for Idaho
Residing in: Twin Falls
Commission Expires: 11-28-2014



21280 4

WARRANTY DEED

For value received, J. GARLAND GIBBS and CLARA ROSE GIBBS, husband and wife, the Grantors, do hereby grant, bargain, sell and convey unto K.N. TURF, a general partnership, consisting of Jack Wright and Elaine Wright, husband and wife, and Randy Anderson and Karen Anderson, husband and wife, Grantee, whose current address is Route 3, Addison Avenue East, Box 6207, Twin Falls, Idaho 83301, all their right, title and interest in and to the following described real property:

Township 10 South, Range 18 E., B.M., Twin Falls County, Idaho,

Section 21: SW1/4SE1/4

EXCEPT

BEGINNING at a point on the west line of the SE1/4 of Section 21, 197.5 feet north of the Southwest corner of said quarter section and 30 feet from, measured at right angles to the centerline of Idaho Pacific State Highway at Station 473+26.1;
THENCE North on said west line of said quarter section 66.5 feet;
THENCE Southeasterly angle 115°35' right 563.3 feet;
THENCE West angle 155°4' right 142.2 feet;
THENCE Northwesterly on the north property line of the Oregon Short Line Railroad angle 24°56' right 404.5 feet to the point of beginning.

AND EXCEPT:

BEGINNING at a point 660.4 feet east and 25 feet north from the Southwest corner of the SE1/4 Section 21;
THENCE North 312.6 feet parallel with the west line of said SE1/4;
THENCE West 212 feet parallel with the south line of Section 21;
THENCE South 283.2 feet to Highway boundary;
THENCE Southeasterly 69.7 feet along highway boundary;
THENCE continue on Highway boundary east 148.8 feet to the place of beginning.

AND EXCEPT:

. parcel of land being on the Northeasterly side of the centerline of U.S. Highway No. 30, Project No. S.T.S. 2361(549) Highway Survey as shown on the plans thereof now on file in the office of the Department of Highway of the State of Idaho, and being a portion of the SW1/4SE1/4 of Section 21, Township 10 South, Range 18 E., B.M., described as follows, to-wit:

COMMENCING at the southeast corner of the tract of land as described in that certain Warranty Deed dated August 1, 1964, and recorded March 22, 1966, as Instrument No. 562244, records of Twin Falls County, Idaho, which corner is shown of record to be 660.4 feet East and 25.0 feet North from the southwest corner of the SW1/4SE1/4 of Section 21, Township 10 South, Range 18 E., B.M.,;

THENCE Northwesterly along the Southerly line of said tract of land 220.44 feet (shown of record to be 218.50 feet) to the southwest corner of said tract of land and being the REAL POINT OF BEGINNING.

THENCE North 1°12' East (shown of record to be North) along the West line of said tract of land 12.47 feet to a point that bears North 18°37'49" East 34.37 feet from Station 6+05.15 of said U.S. Highway No. 30 Project No. S.T.S. 2361(549) Highway Survey;

THENCE North 66°42'18" West 200.40 feet to a point in the Northeasterly right of way line of existing U.S. Highway No. 30 and bears North 26°37' East 30.0 feet from Station 4+00 of said Highway Survey;

THENCE South 63°29' East along said Northeasterly right of way line 205.42 feet to the REAL POINT OF BEGINNING.

Together with 37.5 shares of Twin Falls Canal Company water stock.

Together with all water and mineral rights, if any, appurtenant thereto.

To have and to hold the said premises, with their appurtenances unto the Grantee, its successors and assigns forever. And the Grantors do hereby covenant to and with the Grantee that they are the owner in fee-simple interest of said premises; that the premises are free from all encumbrances except current ad valorem taxes, levies and assessments, restrictions, reservations, easements of record

and apparent and Grantors will warrant and defend the same from all lawful claims whatsoever.

In construing this deed, and where the context so requires, the singular includes the plural; and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, Grantors have hereunto subscribed their name to this instrument this 25th day of August, 1989.

J. Garland Gibbs
J. GARLAND GIBBS

Clara Rose Gibbs
CLARA ROSE GIBBS

STATE OF IDAHO)

County of Twin Falls)

) ss.

On this 25th day of August, 1989, before me, the undersigned, a Notary Public in and for said County and State, personally appeared J. GARLAND GIBBS and CLARA ROSE GIBBS, known or identified to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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

959334
State of Idaho
County of Twin Falls
I hereby certify that this
instrument is a true and
correct copy of the
original as filed for
record of
TITLEFACT, Inc.
2300 E. 10th
AUG 25 1989
In my office and recorded
In Book Page
By: Lillian Jacobsen
Notary Public
Fees \$ 9.00
Duty
return to

Lillian Jacobsen
NOTARY PUBLIC FOR IDAHO
Residing at Buhl
My commission expires 3-2-94

