

DEV

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)
WR 29-10146		N/A			
WR 29-4173		N/A			
WR 29-4448		1/3			

RECEIVED
NOV 26 2008
Department of Water Resources
Eastern Region

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)

Ada Marie Mabey

J. Emerson Mabey

4. New Owner/Claimant(s)

John W. - Shannon Whitney

Name Connector (Check one): [] and, [] or, [X] and/or

New Mailing Address

PO Box 717

City, State and ZIP Code

Soda Springs Id 83276

New Telephone Number

(208) 330-4123

5. Date you acquired the property

November 5th, 2008

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 <u>29-4448</u>		
Irrigation	<u>See attached document</u>	
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)

John W. White
Bronson Whitney

(title if applicable)

(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

Need additional fee for split

For IDWR Office Use Only:

Received by JW
 Received by JW
 Processed by _____ AJ

Date 11-26-08
 Date 11-26-08
 Date _____

Receipt Amt. \$75.00
 Receipt No. E034623
 WR _____ Date _____

E034650 \$75.00
additional split fee

150



Instrument # 181955

CARIBOU COUNTY
11-5-2008 03:04:29 No. of Pages: 2
Recorded for : ALLIANCE TITLE
VEDA MASCARENAS Fee: 6.00
Ex-Officio Recorder Deputy *[Signature]*
Index to: WARRANTY DEED

WARRANTY DEED

Order No.: 3080841162CS

FOR VALUE RECEIVED

J. Emerson Mabey, Ada Marie Mabey, Peter J. Mahey and Polly Jene McCammon, Trustees of the J. Emerson Mabey and Ada Marie Mabey Family Trust

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

John Whitney and Shannon Whitney, Husband and Wife

whose current address is

PO Box 717
Soda Springs, ID 83276

the grantee(s), the following described premises, in Caribou County, Idaho, TO WIT:

See attached legal description

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple 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.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: November 5, 2008

Polly Jene McCammon and Rebecca Mabey King,
Successor Co-Trustees of the J. Emerson Mabey and
Ada Marie Mabey Family Trust

[Signature: Polly Jene McCammon]

By: Polly Jene McCammon, Successor Trustee

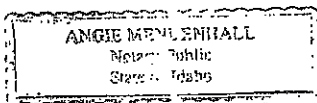
[Signature: Rebecca Mabey King]

By: Rebecca Mabey King, Successor Trustee

State of Idaho }
County of Caribou } ss.

On this 5th day of November, 2008, before me, a Notary Public in and for said state, personally appeared Polly Jene McCammon and Rebecca Mabey King known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the J. Emerson Mabey and Ada Marie Mabey Family Trust, and acknowledged to me that they executed the same as Trustee.

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



[Signature: Angie Menzies Hall]
Notary Public for the State of Idaho
Residing at: Idaho
Commission Expires: 01-20-08

Order No.: 3080841162CS

**LEGAL DESCRIPTION
EXHIBIT 'A'**

Township 7 South, Range 40 East, Boise Meridian, Caribou County, Idaho:

Section 28: South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$.

Section 31: West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ and the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$.

Section 32:

South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$.

Section 33:

South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$;

Township 8 South, Range 40 East, Boise Meridian, Caribou County, Idaho.

Section 4: Lots 3 and 4; Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$.

Section 5: Lots 1 and 2; Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$.

Excepting Therefrom:

Township 7 South, Range 40 East, Boise Meridian, Caribou County, Idaho.

Section 33: North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$.

Excepting Therefrom:

A parcel of land located in the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 32 and in the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 33. Township 7 South, Range 40 East, Boise Meridian, the same being portions of Warranty Deed Instrument No. 145881 of the J. Emerson Mabey and Ada Marie Mabey Family Trust as recorded in the official records of Caribou County, Idaho, more particularly described as follows:

Section 32:

Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$.

Section 33: Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$.

Section 33: Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$.



RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

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



ID# 1878 DATE 09/15/2008

LISTING AGENCY IDAHO/UTAH HIGH COUNTRY RE Office Phone # 547-3389 Fax # 547-3496

Listing Agent DEANNA JONES E-Mail _____ Phone # 390-9359

SELLING AGENCY HO/UTAH HIGH COUNTRY REAL ESTATE Office Phone # _____ Fax # _____

Selling Agent SHANNON WHITNEY E-Mail shannonwhitney@msn.com Phone # 390-4123

1. **BUYER:** JOHN AND SHANNON WHITNEY
(Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PROPERTY" COMMONLY KNOWN AS 1700 TEN MILE PASS
BANCROFT City ID County, ID, Zip 83217 legally described as:
OR Legal Description Attached as addendum # 1 (Addendum must accompany original offer.)

2. \$ ***535,000.00 PURCHASE PRICE: Five hundred thirty five thousand DOLLARS
payable upon the following TERMS AND CONDITIONS (not including closing costs):

3. **FINANCIAL TERMS:** Note: A+C+D+E must add up to total purchase price.

(A). \$ ***10,000.00 EARNEST MONEY: BUYER hereby deposits Ten thousand DOLLARS as Earnest Money evidenced by: ☐ cash ☒ personal check ☐ cashier's check ☐ note (due date): NA
☐ other NA and a receipt is hereby acknowledged. Earnest Money to be deposited in trust account ☐ upon receipt, or ☒ upon acceptance by all parties and shall be held by: ☒ Listing Broker ☐ Selling Broker
☐ other SHANNON WHITNEY for the benefit of the parties hereto.

(B). ALL CASH OFFER: ☒ NO ☐ YES If this is an all cash offer do not complete lines 35 through 61, fill blanks with "0" (ZERO). IF CASH OFFER, BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide SELLER within NA business days from the date of acceptance of this agreement by all parties, evidence of sufficient funds and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to, a copy of a recent bank or financial statement or contract(s) for the sale of BUYER'S current residence or other property to be sold.

(C). \$ ***350,000.00 NEW LOAN PROCEEDS: This Agreement is contingent upon BUYER obtaining the following financing:
☒ FIRST LOAN of \$ ***350,000.00 not including mortgage insurance, through ☐ FHA, ☐ VA, ☒ CONVENTIONAL, ☐ IHFA, ☐ RURAL DEVELOPMENT, ☐ OTHER NA with interest not to exceed 7 % for a period of 20 year(s) at: ☒ Fixed Rate ☐ Other NA. BUYER shall pay no more than NA point(s) plus origination fee if any. SELLER shall pay no more than NA point(s). Any reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally ☐ N/A.
☐ SECOND LOAN of \$ NA with interest not to exceed NA % for a period of NA year(s) at: ☐ Fixed Rate ☐ Other NA. BUYER shall pay no more than NA point(s) plus origination fee if any. SELLER shall pay no more than NA point(s). Any reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally ☐ N/A.

LOAN APPLICATION: BUYER ☒ has applied ☐ shall apply for such loan(s) within 5 business day(s) of SELLER'S acceptance. Within NA business days of final acceptance of all parties, BUYER agrees to furnish SELLER with a written confirmation showing lender approval of credit report, income verification, debt ratios in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender underwriting. If such written confirmation is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel this agreement by notifying BUYER(S) in writing of such cancellation within 5 business day(s) after written confirmation was required. If SELLER does not cancel within the strict time period specified as set forth herein, SELLER shall be deemed to have accepted such written confirmation of lender approval and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably withheld. If an appraisal is required by lender, the PROPERTY must appraise at not less than purchase price or BUYER'S Earnest Money may be returned at BUYER'S request. BUYER may also apply for a loan with different conditions and costs and close transaction provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not increase the costs or requirements to the SELLER.
FHA / VA: If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the PROPERTY described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the PROPERTY of not less than the sales price as stated in the contract. SELLER agrees to pay fees required by FHA or VA.

(D). \$ *****0.00 ADDITIONAL FINANCIAL TERMS:
☐ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 4).
☐ Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.

(E). \$ ***175,000.00 APPROXIMATE FUNDS DUE FROM BUYERS AT CLOSING (Not including closing costs): Cash at closing to be paid by BUYER at closing in GOOD FUNDS, includes: cash, electronic transfer funds, certified check or cashier's check. NOTE: If any of above loans being Assumed or taken "subject to", any net differences between the approximate balances and the actual balance of said loan(s) shall be adjusted at closing of escrow in: ☐ Cash ☒ Other CERTIFIED FUNDS

BUYER'S Initials [Signature] Date 9/15/08

SELLER'S Initials [Signature] Date 9-17-08

PROPERTY ADDRESS:

1700 TEN MILE PASS**BANCROFT**

ID#:

1878

4. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, considerations and/or contingencies which must be satisfied prior to closing

1) ALL WATER RIGHTS OWNED BY SELLER TO TRANSFER WITH PROPERTY. 2) SELLERS TO TRANSFER BLM LEASE WITH PROPERTY TO BUYER. 3) FINANCING. 4) BUYER (SHANNON WHITNEY) IS A LICENSED REAL ESTATE AGENT. SHE IS IN THIS FOR HER OWN PERSONAL GAIN OR LOSS. 4) SELLERS TO PROVIDE BUYERS WITH A PERPETUAL ACCESS AND EGRESS EASEMENT RIGHT (INCLUDING EASEMENT FOR WATER AND UTILITY LINES AND THE ACCESS RIGHT TO MAINTAIN AND REPAIR THE SAME). THIS EASEMENT RIGHT WILL BE FROM ALL PARTIES WITH EASEMENT RIGHTS, INCLUDING JACK BARNETT, MAX AND POLLY MCCAMMON, DON MABEY AND SMEDLEY FAMILY TRUST AND/OR PARTNERSHIP AND IS TRANSFERABLE.

5. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the PROPERTY are INCLUDED IN THE PURCHASE PRICE (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all seller-owned attached floor coverings, attached television antennae, satellite dish, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm doors, storm windows, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, all ranges, ovens, built-in dishwashers, fuel tanks and irrigation fixtures and equipment, that are now on or used in connection with the PROPERTY and shall be included in the sale unless otherwise provided herein. BUYER should satisfy himself/herself that the condition of the included items is acceptable. It is agreed that any item included in this section is of nominal value less than \$100.

(A). ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE: **APPLIANCES PRESENT ON THE PROPERTY, ANTIQUE FARM EQUIPMENT ON LAND. SPRAYER, 2 OLD TRACTORS, HANDLINES AND PIPE. ITEMS INCLUDED IN SALE ARE ITEMS ON SAID PROPERTY TODAY, 09/15/2008.**

(B). ITEMS SPECIFICALLY EXCLUDED IN THIS SALE: **MASSEY 1140 TRACTOR, PLOW, 4 WHEELER, SNOW MACHINE, LAWN MOWERS THAT ARE STORED IN OUTBUILDING, FURNITURE IN THE HOUSE**

6. MINERAL RIGHTS: Any and all mineral rights appurtenant to the PROPERTY are included in and are part of the sale of this PROPERTY unless otherwise agreed to by the parties in writing.

7. WATER RIGHTS: Any and all water rights including but not limited to water systems, wells, springs, lakes, streams, ponds, rivers, ditches, ditch rights, and the like, if any, appurtenant to the PROPERTY are included in and are a part of the sale of this PROPERTY unless otherwise agreed to by the parties in writing.

8. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

9. TITLE INSURANCE: There may be types of title insurance coverages available other than those listed below and parties to this agreement are advised to talk to a title company about any other coverages available that will give the BUYER additional coverage.

(A). PRELIMINARY TITLE COMMITMENT: Prior to closing the transaction, ☒ SELLER or ☐ BUYER shall furnish to BUYER a preliminary commitment of title insurance policy showing the condition of the title to said PROPERTY. BUYER shall have 5 business day(s) from receipt of the preliminary commitment or not fewer than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the preliminary commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said PROPERTY is not marketable, or cannot be made so within 5 business day(s) after notice containing a written statement of defect is delivered to SELLER, BUYER'S Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

(B). TITLE COMPANY: The parties agree that **ALLIANCE TITLE AND ESCROW** Title Company located at **SODA SPRINGS, IDAHO** shall provide the title policy and preliminary report of commitment.

(C). STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the PROPERTY showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. The risk assumed by the title company in the standard coverage policy is limited to matters of public record. BUYER shall receive a ILTA/ALTA Owner's Policy of Title Insurance. A title company, at BUYER'S request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct Closing Agency in writing and pay any increase in cost unless otherwise provided herein.

(D). EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy): The lender may require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.

BUYER'S Initials (SW) Date 9/15/08

SELLER'S Initials (AK) Date 9-17-08

PROPERTY ADDRESS: 1700 TEN MILE PASS BANCROFT ID#: 1878

10. INSPECTION:

(A). BUYER chooses ☒ to have inspection ☐ not to have inspection. If BUYER chooses not to have inspection, skip Section 10C. BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within 7 business day(s) of acceptance, complete these inspections and give to SELLER written notice of disapproved items. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire PROPERTY. SELLER shall make PROPERTY available for inspection and agrees to accept the responsibility and expense for making sure all the utilities are turned on for the inspection except for phone and cable. Some inspections, investigations, tests, surveys and other studies may require additional days to complete. The parties agree that unless specifically set forth below, the above timeframe for investigations, tests, surveys and other studies shall govern.

Additional inspections/timeframes:

(B). FHA INSPECTION REQUIREMENT, If applicable: "For Your Protection: Get a Home Inspection", HUD 92564-CN must be signed on or before execution of this agreement.

(C). SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1). If BUYER does not within the strict time period specified give to SELLER written notice of disapproved items, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.

2). If BUYER does within the strict time period specified give to SELLER written notice of disapproved items, BUYER shall provide to SELLER pertinent section(s) of written inspection reports. SELLER shall have 5 business day(s) in which to respond in writing. The SELLER, at their option, may correct the items as specified by the BUYERS in their letter or may elect not to do so. If the SELLER agrees to correct the items asked for in the BUYERS letter, then both parties agree that they will continue with the transaction and proceed to closing. This will remove the BUYER'S inspection contingency.

3). If the SELLER elects not to correct the disapproved items, or does not respond in writing within the strict time period specified, then the BUYER(S) have the option of either continuing the transaction without the SELLER being responsible for correcting these deficiencies or giving the SELLER written notice within 5 business days that they will not continue with the transaction and will receive their Earnest Money back.

4). If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct. SELLER shall make the PROPERTY available for all inspections. BUYER shall keep the PROPERTY free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER unless required by local law.

11. LEAD PAINT DISCLOSURE: The subject PROPERTY ☒ is ☐ is not defined as "Target Housing" regarding lead-based paint or lead-based paint hazards. The term lead-based paint hazards is intended to identify lead-based paint and all residential lead-containing dusts and soils regardless of the source of the lead. If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard information pamphlet, "Protect Your Family From Lead in Your Home", (b) receipt of SELLER'S Disclosure of Information and Acknowledgment Form and have been provided with all records, test reports or other information, if any, related to the presence of lead-based paint hazards on said PROPERTY, (c) that this contract is contingent upon BUYERS right to have the PROPERTY tested for lead-based paint hazards to be completed no later than NA or the contingency will terminate, (d) that BUYER hereby ☒ waives ☐ does not waive this right, (e) that if test results show unacceptable amounts of lead-based paint on the PROPERTY, BUYER has the right to cancel the contract subject to the option of the SELLER (to be given in writing) to elect to remove the lead-based paint and correct the problem which must be accomplished before closing, (f) that if the contract is canceled under this clause, BUYER'S earnest money deposit will be returned to BUYER.

12. SQUARE FOOTAGE VERIFICATION: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE REAL PROPERTY OR IMPROVEMENTS IS APPROXIMATE. IF SQUARE FOOTAGE IS MATERIAL TO THE BUYER, IT MUST BE VERIFIED DURING THE INSPECTION PERIOD.

13. SELLER'S PROPERTY CONDITION DISCLOSURE FORM: If required by Title 55, Chapter 25 Idaho Code SELLER shall within ten (10) days after execution of this Agreement provide to BUYER or BUYER'S agent, "SELLER'S Property Condition Disclosure Form" or other acceptable form. BUYER has received the "SELLER'S Property Condition Disclosure Form" or other acceptable form prior to signing this Agreement: ☒ Yes ☐ No ☐ N/A

BUYER'S Initials (SW) Date 9/15/08

SELLER'S Initials (BM XBR) Date 9-17-08

PROPERTY ADDRESS:

1700 TEN MILE PASS

BANCROFT

ID#:

1878

14. COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R'S): As part of the BUYER'S inspection of the PROPERTY as set forth above in Section 10, BUYER is responsible for obtaining and reviewing a copy of any CC&Rs which may affect the PROPERTY. BUYER shall have NA days (but in no event shall such time period exceed that time period set forth for inspections in Section 10) to review and approve of any such CC&Rs that may affect the PROPERTY. Unless BUYER delivers to SELLER a written and signed objection to the terms of any applicable CC&Rs with particularity describing BUYER's reasonable objections within such time period as set forth above, BUYER shall be deemed to have conclusively waived any objection to the terms of any CC&Rs affecting the PROPERTY.

15. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, Bylaws and rules and regulations of the Association. BUYER is further aware that the PROPERTY may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed Homeowner's Association Documents: ☐ Yes ☐ No ☒ N/A. Association fees/dues are \$ NA per NA ☐ BUYER ☐ SELLER ☐ N/A to pay Homeowner's Association SET UP FEE of: \$ NA and/or PROPERTY TRANSFER FEES of \$ NA at closing.

16. HOME WARRANTY PLAN: Home Warranty Plans available for purchase can vary in many respects including, but not limited to, scope of coverage options, exclusions, limitations, service fees, and pre-existing conditions. BUYER and SELLER are advised to investigate Home Warranty Plans before purchasing a plan and BUYER and SELLER acknowledge that Home Warranty Plans vary from plan to plan. Further, BUYER and SELLER acknowledge that a Home Warranty Plan is separate and apart from any terms contained within this Real Estate Purchase and Sale Agreement and does not create any warranties, including, without limitation, any warranty of habitability, agreements or representations not expressly set forth herein.

☐ A Home Warranty Plan will be included in this transaction.

☐ BUYER ☐ SELLER shall order a Home Warranty Plan which shall be issued by a company selected by ☐ BUYER ☐ SELLER.

The cost of the Home Warranty Plan shall not exceed \$ NA and shall be paid for at closing by ☐ BUYER ☐ SELLER.

☒ BUYER declines the purchase of a Home Warranty Plan.

17. COSTS PAID BY: Costs in addition to those listed below may be incurred by BUYER and SELLER unless otherwise agreed herein, or provided by law or required by lender, or otherwise stated herein. The below costs will be paid as indicated. Some costs are subject to loan program requirements. This section relates ONLY to the costs to be paid by the parties. None of the costs to be paid by the parties in this section create an inspection or performance obligation other than strictly for the payment of cost.

	BUYER	SELLER	Shared Equally	N/A		BUYER	SELLER	Shared Equally	N/A
Appraisal Fee	☒	☐	☐	☐	Title Ins. Standard Coverage Owner's Policy	☐	☒	☐	☐
Appraisal Re-Inspection Fee	☐	☐	☐	☒	Title Ins. Extended Coverage Lender's Policy - Mortgage Policy	☒	☐	☐	☐
Closing Escrow Fee	☐	☐	☒	☐	Additional Title Coverage	☐	☐	☐	☒
Lender Document Preparation Fee	☒	☐	☐	☐	Fuel in Tank - Amount to be Determined by Supplier	☐	☒	☐	☐
Tax Service Fee	☒	☐	☐	☐	Well Inspection	☐	☐	☐	☒
Flood Certification/Tracking Fee	☒	☐	☐	☐	Septic Inspections	☐	☐	☐	☒
Lender Required Inspections	☐	☐	☐	☒	Septic Pumping	☐	☐	☐	☒
Attorney Contract Preparation or Review Fee	☐	☒	☐	☐	Survey	☐	☐	☐	☒
<u>NA</u>	☐	☐	☐	☒	<u>NA</u>	☐	☐	☐	☒
<u>NA</u>	☐	☐	☐	☒	<u>NA</u>	☐	☐	☐	☒
<u>NA</u>	☐	☐	☐	☒	<u>NA</u>	☐	☐	☐	☒

SELLER agrees to pay up to \$ *****0.00 of lender required repair costs only. BUYER or SELLER has the option to pay any lender required repair costs in excess of this amount.

18. OCCUPANCY: BUYER ☒ does ☐ does not intend to occupy PROPERTY as BUYER'S primary residence.

19. FINAL WALK THROUGH: The SELLER grants BUYER and any representative of BUYER reasonable access to conduct a final walk through inspection of the PROPERTY approximately 2 calendar day(s) prior to close of escrow, NOT AS A CONTINGENCY OF THE SALE, but for purposes of satisfying BUYER that any repairs agreed to in writing by BUYER and SELLER have been completed and PROPERTY are in substantially the same condition as on acceptance date of this contract. SELLER shall make PROPERTY available for the final walk through and agrees to accept the responsibility and expense for making sure all the utilities are turned on for the walk through except for phone and cable. If BUYER does not conduct a final walk through, BUYER specifically releases the SELLER and Broker(s) of any liability.

BUYER'S Initials (hw x gd) Date 9/15/08SELLER'S Initials (PK x QMA) Date 9-17-08

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PROPERTY ADDRESS: 1700 TEN MILE PASS BANCROFT ID#: 1878

20. RISK OF LOSS: Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the PROPERTY be materially damaged by fire or other destructive cause prior to closing, this agreement shall be void at the option of the BUYER.

21. SINGULAR AND PLURAL terms each include the other, when appropriate.

22. FORECLOSURE NOTICE: If the PROPERTY described above is currently involved in a foreclosure proceeding (pursuant to Idaho Code § 45-1506) any contract or agreement with the owner or owners of record that involves the transfer of any interest in residential real property, as defined in § 45-525(5)(b), Idaho Code, subject to foreclosure must be in writing and must be accompanied by and affixed to RE-42 Property Foreclosure Disclosure Form.

23. MECHANIC'S LIENS - GENERAL CONTRACTOR DISCLOSURE STATEMENT NOTICE: BUYER and SELLER are hereby notified that, subject to Idaho Code § 45-525 et seq., a "General Contractor" must provide a Disclosure Statement to a homeowner that describes certain rights afforded to the homeowner (e.g. lien waivers, general liability insurance, extended policies of title insurance, surety bonds, and sub-contractor information). The Disclosure Statement must be given to a homeowner prior to the General Contractor entering into any contract in an amount exceeding \$2,000 with a homeowner for construction, alteration, repair, or other improvements to real property, or with a residential real property purchaser for the purchase and sale of newly constructed property. Such disclosure is the responsibility of the General Contractor and it is not the duty of your agent to obtain this information or your behalf. You are advised to consult with any General Contractor subject to Idaho Code § 45-525 et seq. regarding the General Contractor Disclosure Statement.

24. SALES PRICE INFORMATION: Pursuant to Idaho Code § 54-2083(6)(d), a "sold" price of real property is not confidential client information.

25. FACSIMILE TRANSMISSION: Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original. At the request of either the BUYER or SELLER, or the LENDER, or the Closing Agency, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document.

26. BUSINESS DAYS: A business day is herein defined as Monday through Friday, 8:00 A.M. to 5:00 P.M. in the local time zone where the subject real PROPERTY is physically located. A business day shall not include any Saturday or Sunday, nor shall a business day include any legal holiday recognized by the state of Idaho as found in Idaho Code § 73-108. The time in which any act required under this agreement is to be performed shall be computed by excluding the date of execution and including the last day. The first day shall be the day after the date of execution. If the last day is a legal holiday, then the time for performance shall be the next subsequent business day.

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

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

If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER'S Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, appraisals, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

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

30. COUNTERPARTS: This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two identical copies of the same agreement. Each identical copy of an agreement signed in counterparts is deemed to be an original, and all identical copies shall together constitute one and the same instrument.

31. "NOT APPLICABLE" DEFINED: The letters "n/a," "N/A," "n.a.," and "N.A." as used herein are abbreviations of the term "not applicable." Where this agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and have determined that such facts or conditions do not apply to the agreement or transaction herein.

BUYER'S Initials (HW) Date 9/15/08

SELLER'S Initials (RK) Date 9-17-08

PROPERTY ADDRESS:

1700 TEN MILE PASSBANCROFT

ID#:

1878

32. THE RESPONSIBLE BROKER SHALL BE:

33. **SEVERABILITY:** In the case that any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

34. **REPRESENTATION CONFIRMATION:** Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).

Section 1:

- ☐ A. The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
- ☒ B. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
- ☐ C. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).
- ☐ D. The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

Section 2:

- ☐ A. The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
- ☒ B. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.
- ☐ C. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT acting solely on behalf of the SELLER(S).

- ☐ D. The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho real estate commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY / BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

35. **ASSIGNMENT:** unless otherwise set forth by checking the box below, this Agreement is freely assignable.

☒ This Agreement and any rights or interests created herein may not be sold, transferred or otherwise assigned unless permission is granted in writing and signed by both parties under this Agreement.

36. **CLOSING:** On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to complete this transaction. Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER. The closing shall be no later than (Date) 11/05/2008

The parties agree that the CLOSING AGENCY for this transaction shall be ALLIANCE TITLE AND ESCROW

located at SODA SPRINGS, IDAHO

If a long-term escrow / collection is involved, then the long-term escrow holder shall be NA

37. **POSSESSION:** BUYER shall be entitled to possession ☒ upon closing or ☐ date AND RECORDING time ☐ A.M. ☐ P.M. Property taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be pro-rated as of CLOSE AND RECORDING.

38. **ENTIRE AGREEMENT:** This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties respecting such matters. No warranties, including, without limitation, any warranty of habitability, agreements or representations not expressly set forth herein shall be binding upon either party.

39. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.**

40. **AUTHORITY OF SIGNATORY:** If BUYER or SELLER is a corporation, partnership, trust, estate, or other entity, the person executing this agreement on its behalf warrants his or her authority to do so and to bind BUYER or SELLER.

41. **ACCEPTANCE:** This offer is made subject to the acceptance of SELLER and BUYER on or before (Date) 09/18/08 at (Location) 2:00 ☐ A.M. ☒ P.M. If acceptance of this Agreement is not received within the time specified, the offer is withdrawn and the entire Earnest Money, if any, shall be refunded to BUYER on demand.

BUYER'S Initials (AW) Date 9/15/08

SELLER'S Initials (RR X GM) Date 9-17-08

PROPERTY ADDRESS: 1700 TEN MILE PASS BANCROFT ID#: 1878

42. BUYER'S SIGNATURES:

☐ SEE ATTACHED BUYER'S ADDENDUM(S): _____ (Specify number of BUYER addendum(s) attached.)

BUYER Signature [Signature]

BUYER (Print Name) JOHN WHITNEY

Date 9/15/08 Time _____ ☐ A.M. ☐ P.M.

Phone # 547-3928 Cell # _____

Address 3046 VILLAGE ROAD

City ODA SPRINGS State ID Zip 83276

E-Mail shannonwhitney@msn.com

Fax # 547-3496

BUYER Signature [Signature]

BUYER (Print Name) SHANNON WHITNEY

Date 9/15/08 Time _____ ☐ A.M. ☐ P.M.

Phone # _____ Cell # _____

Address _____

City _____ State _____ Zip _____

E-Mail _____

Fax # _____

43. SELLER'S SIGNATURES:

On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER.

☐ SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER

☒ SIGNATURE(S) SUBJECT TO ATTACHED ADDENDUM(S) # 2

SELLER Signature J. Emerson Mabey and Ada Marie Mabey Family Trust

J. Emerson Mabey and Ada Marie Mabey Family Trust by Polly Jane McCammon, Trustee

SELLER (Print Name) REBECCA KING, Trustee

Date 9-17-08 Time _____ ☐ A.M. ☐ P.M.

Phone # 251-3569 Cell # _____

Address PO BOX 130

City BANCROFT State ID Zip 83217

E-Mail _____

Fax # _____

SELLER Signature J. Emerson Mabey and Ada Marie Mabey Family Trust

SELLER (Print Name) POLLY MCCAMMON

Date 9-17-08 Time _____ ☐ A.M. ☐ P.M.

Phone # _____ Cell # _____

Address 900 W Main, #52
PO BOX 130

City Tremonton State ID Zip 84337

E-Mail _____

Fax # _____

CONTRACTOR REGISTRATION # (if applicable) _____

Instrument # 181957

CARIBOU COUNTY

11-5-2008 03:13:06 No. of Pages: 17

Recorded for : ALLIANCE TITLE

VEDA MASCARENAS

Fee: 51.00

Ex-Officio Recorder Deputy

Index to: EASEMENT

ACCESS AND WATER LINE EASEMENT AGREEMENT FOR ADJOINING PARCELS

We, the undersigned owners of real property situated and located in Caribou County, State of Idaho, do hereby convey, grant, and release to the respective parties and their successors and assigns, an easement and right-of-way for access and utility purposes of ingress and egress over, across, and through an existing road.

The said easements are more particularly described in Exhibits 1 through 4 attached hereto and in the Record of Survey, dated August 28, 2007, attached as Exhibit 5, and recorded as instrument # 179581.

The above easements are limited and are for the sole purpose of giving the respective parties access from the Ten Mile Pass Road to their respective properties but not beyond, except as the said road easement is necessary for the to enjoy the spring and water-line easement hereinafter described. The property to be accessed by the Smedley-Harrison interest (not shown in Exhibit 5) is Section 22.

An easement is also recognized down an old lane located about 100 yards above the ranch house that runs southerly to the base of the hill and then turns at right angles and runs easterly until it terminates as said easement enters the Barnett lands noted on Exhibit 5 as parcel 4 in the NE/4 of Section 33. Likewise the existing prescriptive easements are recognized that run northerly from Section 27 that give access to the Section 22 property owned by the Smedley and Harrison interest.

The existing ditch and/or water course that runs through the Barnett and Don and Matthew Mabey property to serve the Whitney property is recognized to the extent that the same is necessary to provide for the delivery of any existing water rights acquired by the Whitneys that are in addition to the culinary rights herein after referred to. The Whitneys also have an easement right to maintain the ditch and/or natural channel so long as they do not unreasonably disturb the aesthetic nature of the property.

The right to trail livestock up and down the canyon along the road easement is preserved with respect to access from the Ten Mile Pass Road to sections 27 and 22, but the same must be performed in a prompt and expeditious movement and reasonable steps must be made to keep the livestock within the general area of the 30 foot easement.

The parties Polly Jene and Max McCammon are granted a maintenance right-of-way and underground easement along the path of the existing culinary water-line that originates at what is known as the Upper Spring Area and the Lower Spring Area (see Exhibit 5) and running thence to their property described as the N/2 of the SW/4 of the NW/4 of Section 33, Township 7 South, Range 40 East. The easement includes the right to lay, maintain, operate, repair, inspect, protect, remove and replace culinary pipelines, valves and other appropriate facilities, but no structure can be built above the ground. The parties Don R. Mabey and Matthew A. Mabey are granted a like maintenance right-of-way and underground easement from the spring areas to their property located in the northeast corner of said Section 33. The parties purchasing the ranch home and land, the Whitneys, are granted a similar right-of-way and easement from the said springs to their property. These pipeline easements are to allow water to pass to the three existing homes (or their replacements) for domestic water and water for lawns and gardens.

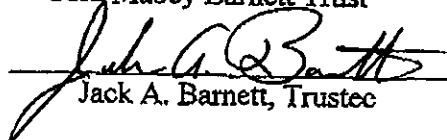
With respect to the use of the culinary water-line easement, the property of the grantors shall be restored in as good condition as when the same was entered upon by the grantee or its agents, and should the land thereafter settle as a result of the trenching after being restored, the grantee shall return and bring the property to proper grade, and restore and reseed the same.

This agreement and grant shall bind and inure to the benefit of the respective parties, their personal representatives, successors, and assigns.

Dated this 27th day of Oct., 2008.

Party of the First Part

Cora Mabey Barnett Trust



Jack A. Barnett, Trustee

Party of the Second Part

Don R. Mabey

Matthew A. Mabey

Party of the Third Part

James J. Smedley

The parties Polly Jene and Max McCammon are granted a maintenance right-of-way and underground easement along the path of the existing culinary water-line that originates at what is known as the Upper Spring Area and the Lower Spring Area (see Exhibit 5) and running thence to their property described as the N/2 of the SW/4 of the NW/4 of Section 33, Township 7 South, Range 40 East. The easement includes the right to lay, maintain, operate, repair, inspect, protect, remove and replace culinary pipelines, valves and other appropriate facilities, but no structure can be built above the ground. The parties Don R. Mabey and Matthew A. Mabey are granted a like maintenance right-of-way and underground easement from the spring areas to their property located in the northeast corner of said Section 33. The parties purchasing the ranch home and land, the Whitneys, are granted a similar right-of-way and easement from the said springs to their property. These pipeline easements are to allow water to pass to the three existing homes (or their replacements) for domestic water and water for lawns and gardens.

With respect to the use of the culinary water-line easement, the property of the grantors shall be restored in as good condition as when the same was entered upon by the grantee or its agents, and should the land thereafter settle as a result of the trenching after being restored, the grantee shall return and bring the property to proper grade, and restore and reseed the same.

This agreement and grant shall bind and inure to the benefit of the respective parties, their personal representatives, successors, and assigns.

Dated this ____ day of _____, 2008.

Party of the First Part Cora Mabey Barnett Trust

Jack A. Barnett, Trustee

Party of the Second Part

Don R. Mabey

Matthew A. Mabey

Party of the Third Part

James J. Smedley

The parties Polly Jene and Max McCammon are granted a maintenance right-of-way and underground easement along the path of the existing culinary water-line that originates at what is known as the Upper Spring Area and the Lower Spring Area (see Exhibit 5) and running thence to their property described as the N/2 of the SW/4 of the NW/4 of Section 33, Township 7 South, Range 40 East. The easement includes the right to lay, maintain, operate, repair, inspect, protect, remove and replace culinary pipelines, valves and other appropriate facilities, but no structure can be built above the ground. The parties Don R. Mabey and Matthew A. Mabey are granted a like maintenance right-of-way and underground easement from the spring areas to their property located in the northeast corner of said Section 33. The parties purchasing the ranch home and land, the Whitneys, are granted a similar right-of-way and easement from the said springs to their property. These pipeline easements are to allow water to pass to the three existing homes (or their replacements) for domestic water and water for lawns and gardens.

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This agreement and grant shall bind and inure to the benefit of the respective parties, their personal representatives, successors, and assigns.

Dated this ____ day of _____, 2008.

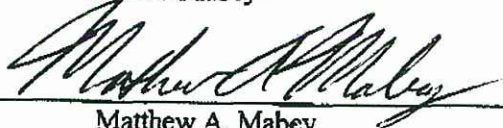
Party of the First Part

Cora Mabey Barnett Trust

Jack A. Barnett, Trustee

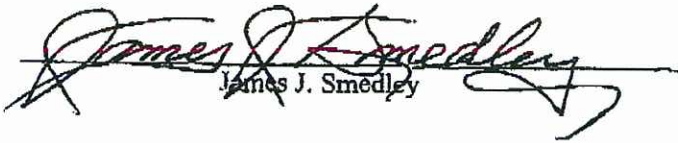
Party of the Second Part

Don R. Mabey



Matthew A. Mabey

Party of the Third Part



James J. Smedley

The parties Polly Jene and Max McCammon are granted a maintenance right-of-way and underground easement along the path of the existing culinary water-line that originates at what is known as the Upper Spring Area and the Lower Spring Area (see Exhibit 5) and running thence to their property described as the N/2 of the SW/4 of the NW/4 of Section 33, Township 7 South, Range 40 East. The easement includes the right to lay, maintain, operate, repair, inspect, protect, remove and replace culinary pipelines, valves and other appropriate facilities, but no structure can be built above the ground. The parties Don R, Mabey and Matthew A. Mabey are granted a like maintenance right-of-way and underground easement from the spring areas to their property located in the northeast corner of said Section 33. The parties purchasing the ranch home and land, the Whitneys, are granted a similar right-of-way and easement from the said springs to their property. These pipeline easements are to allow water to pass to the three existing homes (or their replacements) for domestic water and water for lawns and gardens.

With respect to the use of the culinary water-line easement, the property of the grantors shall be restored in as good condition as when the same was entered upon by the grantee or its agents, and should the land thereafter settle as a result of the trenching after being restored, the grantee shall return and bring the property to proper grade, and restore and reseed the same.

This agreement and grant shall bind and inure to the benefit of the respective parties, their personal representatives, successors, and assigns.

Dated this ____ day of _____, 2008.

Party of the First Part

Cora Mabey Barnett Trust

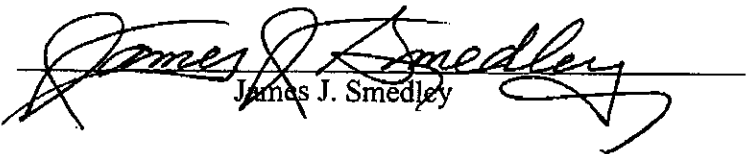
Jack A. Barnett, Trustee

Party of the Second Part

Don R. Mabey

Matthew A. Mabey

Party of the Third Part


James J. Smedley

Marion S. Harrison
Marion S. Harrison

Parties of the Fourth Part

Polly Jene McCammon

Max McCammon

Parties of the Fifth Part

John Whitney

Shannon Whitney

STATE OF UAH)
: ss.
COUNTY OF DAVIS)

On this ____ day of October, 2008, personally appeared before me Jack A. Barnett, the signer of the above instrument, who duly acknowledge to me that he executed the same as the sole Trustee of the Cora Mabey Barnett Trust.

NOTARY PUBLIC

STATE OF UTAH)
: ss.
COUNTY OF _____)

On this ____ day of October, 2008, personally appeared before me Don R. Mabey, the signer of the above instrument, who duly acknowledge to me that he executed the same.

NOTARY PUBLIC

Marion S. Harrison

Parties of the Fourth Part

Polly Jene McCammon
Polly Jene McCammon

Max McCammon
Max McCammon

Parties of the Fifth Part

John Whitney
John Whitney

Shannon Whitney
Shannon Whitney

STATE OF UAH)
: ss.
COUNTY OF DAVIS)

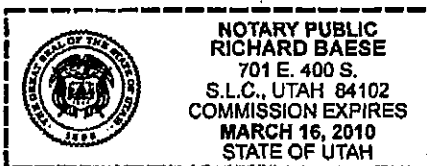
On this ____ day of October, 2008, personally appeared before me Jack A. Barnett, the signer of the above instrument, who duly acknowledge to me that he executed the same as the sole Trustee of the Cora Mabey Barnett Trust.

NOTARY PUBLIC

STATE OF UTAH)
: ss.
COUNTY OF Salt Lake

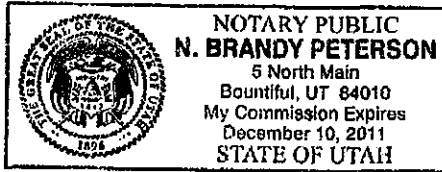
On this 29 day of October, 2008, personally appeared before me Don R. Mabey, the signer of the above instrument, who duly acknowledge to me that he executed the same.

NOTARY PUBLIC



STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

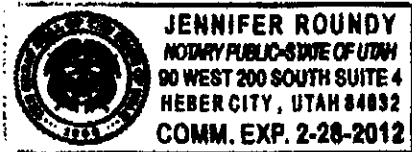
On this 31 day of October, 2008, personally appeared before me Marion S. Harrison, the signer of the above instrument, who duly acknowledge to me that she executed the same.



N. Brandy Peterson
NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

On this 27 day of October, 2008, personally appeared before me James J. Smedley, the signers of the above instrument, who duly acknowledge to me that he executed the same.



Jennifer Roundy
NOTARY PUBLIC

STATE OF _____)
 : ss.
COUNTY OF _____)

On this ____ day of October, 2008, personally appeared before me Matthew A. Mabey, the signer of the above instrument, who duly acknowledge to me that he executed the same.

NOTARY PUBLIC

Marion S. Harrison

Parties of the Fourth Part

Polly Jene McCammon

Max McCammon

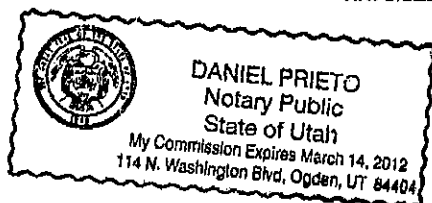
Parties of the Fifth Part

John Whitney

Shannon Whitney

STATE OF UAH)
: ss.
COUNTY OF DAVIS)

On this 27 day of October, 2008, personally appeared before me Jack A. Barnett, the signer of the above instrument, who duly acknowledge to me that he executed the same as the sole Trustee of the Cora Mabey Barnett Trust.



NOTARY PUBLIC

STATE OF UTAH)
: ss.
COUNTY OF _____)

On this ____ day of October, 2008, personally appeared before me Don R. Mabey, the signer of the above instrument, who duly acknowledge to me that he executed the same.

NOTARY PUBLIC

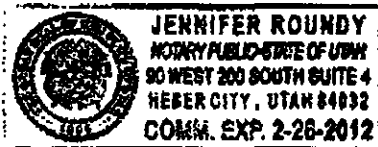
STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this ____ day of October, 2008, personally appeared before me Marion S. Harrison, the signer of the above instrument, who duly acknowledge to me that she executed the same.

NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

On this 27 day of October, 2008, personally appeared before me James J. Smedley, the signers of the above instrument, who duly acknowledge to me that he executed the same.



Jennifer Roundy
NOTARY PUBLIC

STATE OF Oregon)
 : ss.
COUNTY OF Polk)

On this 31 day of October, 2008, personally appeared before me Matthew A. Mabey, the signer of the above instrument, who duly acknowledge to me that he executed the same.



Kristine Moore
NOTARY PUBLIC

STATE OF IDAHO)

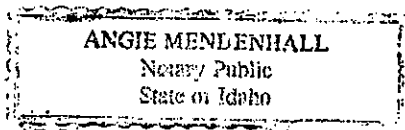
) ss.

County of Cambria

On this 5th day of November, 2008, before me

the undersigned, personally appeared Max McCammon, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

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



Angie Mendenhall

NOTARY PUBLIC FOR IDAHO

Residing at Brace

My Commission Expires 01-20-12

STATE OF IDAHO)

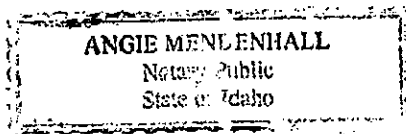
) ss.

County of Cambria

On this 5th day of November, 2008, before me

the undersigned, personally appeared Polly Jene McCammon, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

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



Angie Mendenhall

NOTARY PUBLIC FOR IDAHO

Residing at Brace

My Commission Expires 01-20-12

STATE OF IDAHO)

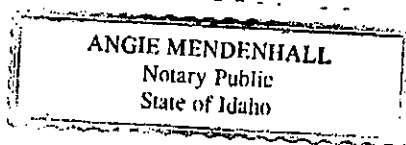
) ss.

County of Caribou

On this 28th day of October, 2008, before me

the undersigned, personally appeared John W. Whitney, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



Angie Mendenhall

NOTARY PUBLIC FOR IDAHO

Residing at Grace

My Commission Expires 01-20-12

STATE OF IDAHO)

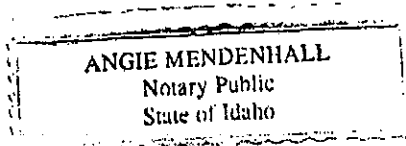
) ss.

County of Caribou

On this 28th day of October, 2008, before me

the undersigned, personally appeared Shannon L. Whitney, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



Angie Mendenhall

NOTARY PUBLIC FOR IDAHO

Residing at Grace

My Commission Expires 01-20-12

GEM 1930 IVINS ROAD
VALLEY BANCROFT, ID 83217
SURVEY 208-425-9035

**LEGAL DESCRIPTION
30' WIDE ACCESS EASEMENT
FOR THE
MABEY CANYON ROAD**

A 30.00 foot wide access and utility easement for the purposes of ingress and egress over, across and through an existing road, said road being located in the northwest quarter of the southeast quarter, and in the southwest quarter of Section 27, the southeast quarter of the southeast quarter of Section 28, the southeast quarter of the northeast quarter and in the northeast quarter of the southeast quarter of Section 32, the north half and the southwest quarter of Section 33, all in Township 7 South, Range 40 East, Boise Meridian, and in the West one half of the west one half of Section 4, Township 8 South, Range 40 East, Boise Meridian, said easement being 15.00 feet wide on each side of the following described centerline:

Commencing at the Southwest corner of Section 33, Township 7 South, Range 40 East, Boise Meridian, the same being marked and witnessed by a 3" Aluminum cap tagged, "LS 6236" and being South 00°10'25" East a distance of 2592.88 feet from the northwest corner of the southwest quarter of said Section 33, basis of bearings; Thence South 03°59'17" East for a distance of 3494.15 feet to a point of intersection with the Northerly right-of-way line of the Ten Mile Pass Road and the center line of the Mabey Canyon Road as presently located, the True Point of Beginning; Thence along the centerline of the Mabey Canyon Road for the following twenty-five (25) courses:

1. Thence North 33°16'25" East for a distance of 1467.16 feet;
2. Thence North 10°22'17" East for a distance of 547.75 feet;
3. Thence North 16°45'26" East for a distance of 345.40 feet;
4. Thence North 07°21'56" West for a distance of 704.46 feet;
5. Thence North 37°49'51" West for a distance of 463.28 feet;
6. Thence North 22°18'30" West for a distance of 578.98 feet;
7. Thence North 38°29'24" West for a distance of 588.57 feet;
8. Thence North 25°13'52" West for a distance of 399.52 feet;
9. Thence North 07°20'40" West for a distance of 470.56 feet;
10. Thence North 08°51'20" West for a distance of 511.68 feet;
11. Thence North 00°24'18" West for a distance of 623.96 feet;
12. Thence North 24°07'25" East for a distance of 59.57 feet;
13. Thence North 57°18'33" East for a distance of 302.19 feet;
14. Thence North 47°09'48" East for a distance of 402.48 feet;
15. Thence North 67°16'47" East for a distance of 364.67 feet;
16. Thence North 59°19'47" East for a distance of 678.71 feet;
17. Thence North 68°29'32" East for a distance of 812.60 feet;
18. Thence North 55°39'25" East for a distance of 916.14 feet;
19. Thence North 69°09'57" East for a distance of 370.13 feet;

Mabey Family Trust
August 28, 2007
Job No. 207051

Exhibit 1

GEM 1930 IVINS ROAD
VALLEY BANCROFT, ID 83217
SURVEY 208-425-9035

**LEGAL DESCRIPTION
30' WIDE ACCESS EASEMENT
FOR THE
MABEY CANYON ROAD
(Continued)**

20. Thence North 53°41'33" East for a distance of 833.68 feet;
21. Thence North 39°16'02" East for a distance of 1145.96 feet;
22. Thence North 28°08'47" East for a distance of 440.45 feet;
23. Thence North 63°55'53" East for a distance of 457.31 feet;
24. Thence North 44°40'20" East for a distance of 376.98 feet;
25. Thence North 56°08'48" East for a distance of 388.76 feet;
26. Thence North 51°30'41" East for a distance of 372.97 feet;
Thence leaving said Mabey Canyon Road and coursing along the centerline of a tributary road for the following six (6) courses:
1. Thence South 13°04'50" East for a distance of 215.12 feet;
2. Thence South 69°15'15" East for a distance of 279.42 feet;
3. Thence North 86°11'55" East for a distance of 591.38 feet;
4. Thence South 63°59'38" East for a distance of 219.92 feet;
5. Thence South 75°20'00" East for a distance of 213.54 feet;
6. Thence North 89°38'44" East for a distance of 395.20 feet to the source of a spring, the terminus of this easement.

The sidelines of said easement are to be lengthened or shortened as needed to terminate at said spring source.



GEM 1930 IVINS ROAD
VALLEY BANCROFT, ID 83217
SURVEY 208-425-9035

**LEGAL DESCRIPTION
30' WIDE ACCESS EASEMENT
FOR THE
WESTERLY ROAD**

A 30.00 foot wide access and utility easement for the purposes of ingress and egress over, across and through an existing road, said road being located in the northeast quarter of Section 31, the north half and in the northeast quarter of the southeast quarter of Section 32, all in Township 7 South, Range 40 East, Boise Meridian, said easement being 15.00 feet wide on each side of the following described centerline:

Commencing at the Northeast corner of the Southeast quarter of Section 32, Township 7 South, Range 40 East, Boise Meridian, the same being marked and witnessed by a 2" Aluminum cap tagged, "GVS, PLS 9169" and being North 00°10'25" West a distance of 2592.88 feet from the Southeast corner of said Section 32, basis of bearings;

Thence South 00°10'25" East along the east boundary line of said Section 32 for a distance of 321.13 feet; Thence South 82°21'27" West for a distance of 18.77 feet to a point of center line intersection with the Westerly Road and the Mabey Canyon Road as presently located, the True Point of Beginning;

Thence along the centerline of said Westerly Road for the following eleven (11) courses:

1. Thence South 82°21'27" West for a distance of 563.04 feet;
2. Thence North 74°21'58" West for a distance of 208.15 feet;
3. Thence North 85°37'59" West for a distance of 210.47 feet;
4. Thence North 39°54'29" West for a distance of 414.13 feet;
5. Thence North 65°44'03" West for a distance of 930.18 feet;
6. Thence North 73°24'39" West for a distance of 318.42 feet;
7. Thence South 88°49'50" West for a distance of 524.53 feet;
8. Thence North 69°03'44" West for a distance of 420.41 feet;
9. Thence North 62°15'57" West for a distance of 518.99 feet;
10. Thence South 80°59'30" West for a distance of 204.22 feet;
11. Thence North 87°10'35" West for a distance of 2604.99 feet more or less to a point on east boundary line of the west one half of the northeast quarter of Section 31, Township 7 South, Range 10 East, Boise Meridian, the terminus of this easement.

The sidelines of this easement are to lengthen and shorten as needed to terminate on said east boundary line.

Mabey Family Trust
August 28, 2007
Job No. 207051



Exhibit 3

GEM 1930 IVINS ROAD
VALLEY BANCROFT, ID 83217
SURVEY 208-425-9035

**LEGAL DESCRIPTION
30' WIDE ACCESS EASEMENT
FOR THE
NORTHERLY ROAD**

A 30.00 foot wide access and utility easement for the purposes of ingress and egress over, across and through an existing road, said road being located in the southeast quarter of the southeast quarter of the northeast quarter of Section 32, Township 7 South, Range 40 East, Boise Meridian, said easement being 15.00 feet wide on each side of the following described centerline:

Commencing at the Southeast corner of the North one half of the southeast quarter of the southeast quarter of the northeast quarter of Section 32, Township 7 South, Range 40 East, Boise Meridian, the same being marked and witnessed by a 2" Aluminum cap tagged, "GVS, PLS 9169" and being North $00^{\circ}10'25''$ West a distance of 324.11 feet from the Southeast corner of the northeast quarter of said Section 32, basis of bearings;

Thence South $89^{\circ}33'39''$ West for a distance of 65.11 feet to a point of intersection with the center line of the Northerly Road, the True Point of Beginning;

Thence South $09^{\circ}04'31''$ East along said center line for a distance of 291.13 feet to a point of intersection with the center line of the Mabey Canyon Road as presently located, the terminus of this easement.



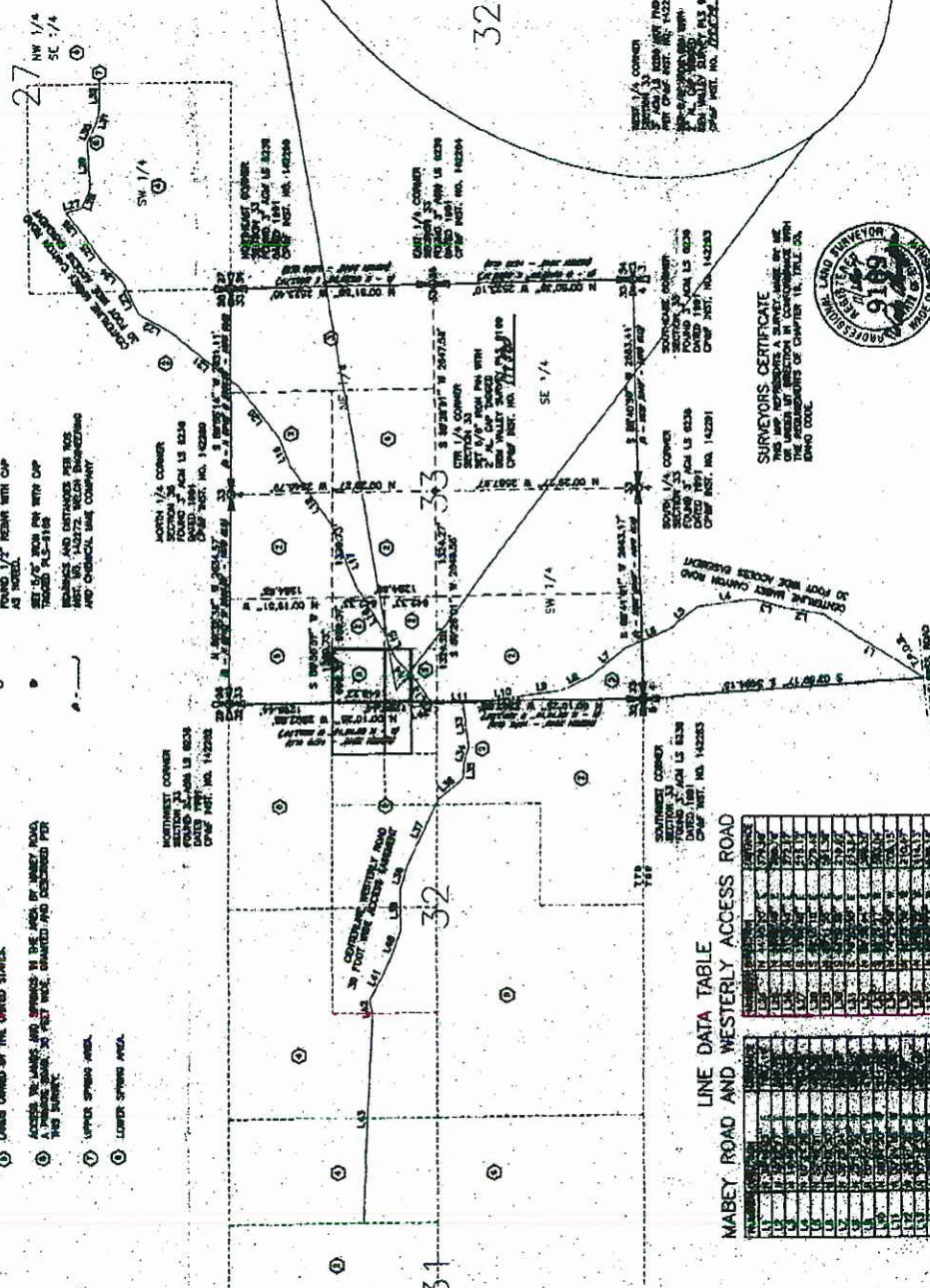
Mabey Family Trust
August 28, 2007
Job No. 207051

Exhibit 4
4

RECORD OF SURVEY

N 1/2 SW 1/4 SW 1/4 NW 1/4
SECTION 33, T 7 S, R 40 E, BM

- PROJECT NOTES**
1. THE PURPOSE OF THIS SURVEY IS TO ESTABLISH THE BOUNDARIES OF THE PROPERTY DESCRIBED HEREIN.
 2. LANDS OWNED BY MARY FAMILY TRUST, REG. NO. 140891.
 3. LANDS OWNED BY DON MARY.
 4. LANDS OWNED BY DON MARY.
 5. LANDS OWNED BY DON MARY.
 6. LANDS OWNED BY DON MARY.
 7. ACCESS TO LANDS AND SPRINGS IN THE AREA OF MARY ROAD, A TRAIL, SHALL BE LEFT OPEN, GRANTED AND DEEMED FOR THE BENEFIT.
 8. UPPER SPRING AREA.
 9. LOWER SPRING AREA.
- LEGEND**
- SECTION CORNER FOUND AS INTENT
 - SECTION CORNER SET BY MARY ROAD, REG. NO. 140891.
 - BOUNDARY LINE
 - RECORD DEED LINE
 - POSSIBLE DEED LINE
 - FOUND 1/2" REBAR WITH CAP
 - SET 1/2" REBAR WITH CAP
 - REBAR AND DISTANCES PER DEED
 - REBAR NO. 140891, REG. NO. 140891
 - AND OTHER DEED LINE COMPANY



DETAIL DRAWING

SURVEYOR'S CERTIFICATE
I, the undersigned, being a duly qualified Surveyor under the laws of the State of North Carolina, do hereby certify that the foregoing is a true and correct copy of the original survey as the same appears in my records.



COUNTY RECORDER CERTIFICATE

Instrument # 274891
SECTION 33, T 7 S, R 40 E, BM
COUNTY RECORDER CERTIFICATE

LINE DATA TABLE
MABEY ROAD AND WESTERLY ACCESS ROAD

LINE	START	END	BEARING	DISTANCE	AREA	PERIMETER
1	0+00	0+10	N 0° 00' 00" E	10.00	0.00	10.00
2	0+10	0+20	N 0° 00' 00" E	10.00	0.00	10.00
3	0+20	0+30	N 0° 00' 00" E	10.00	0.00	10.00
4	0+30	0+40	N 0° 00' 00" E	10.00	0.00	10.00
5	0+40	0+50	N 0° 00' 00" E	10.00	0.00	10.00
6	0+50	0+60	N 0° 00' 00" E	10.00	0.00	10.00
7	0+60	0+70	N 0° 00' 00" E	10.00	0.00	10.00
8	0+70	0+80	N 0° 00' 00" E	10.00	0.00	10.00
9	0+80	0+90	N 0° 00' 00" E	10.00	0.00	10.00
10	0+90	1+00	N 0° 00' 00" E	10.00	0.00	10.00
11	1+00	1+10	N 0° 00' 00" E	10.00	0.00	10.00
12	1+10	1+20	N 0° 00' 00" E	10.00	0.00	10.00
13	1+20	1+30	N 0° 00' 00" E	10.00	0.00	10.00
14	1+30	1+40	N 0° 00' 00" E	10.00	0.00	10.00
15	1+40	1+50	N 0° 00' 00" E	10.00	0.00	10.00
16	1+50	1+60	N 0° 00' 00" E	10.00	0.00	10.00
17	1+60	1+70	N 0° 00' 00" E	10.00	0.00	10.00
18	1+70	1+80	N 0° 00' 00" E	10.00	0.00	10.00
19	1+80	1+90	N 0° 00' 00" E	10.00	0.00	10.00
20	1+90	2+00	N 0° 00' 00" E	10.00	0.00	10.00
21	2+00	2+10	N 0° 00' 00" E	10.00	0.00	10.00
22	2+10	2+20	N 0° 00' 00" E	10.00	0.00	10.00
23	2+20	2+30	N 0° 00' 00" E	10.00	0.00	10.00
24	2+30	2+40	N 0° 00' 00" E	10.00	0.00	10.00
25	2+40	2+50	N 0° 00' 00" E	10.00	0.00	10.00
26	2+50	2+60	N 0° 00' 00" E	10.00	0.00	10.00
27	2+60	2+70	N 0° 00' 00" E	10.00	0.00	10.00
28	2+70	2+80	N 0° 00' 00" E	10.00	0.00	10.00
29	2+80	2+90	N 0° 00' 00" E	10.00	0.00	10.00
30	2+90	3+00	N 0° 00' 00" E	10.00	0.00	10.00
31	3+00	3+10	N 0° 00' 00" E	10.00	0.00	10.00
32	3+10	3+20	N 0° 00' 00" E	10.00	0.00	10.00
33	3+20	3+30	N 0° 00' 00" E	10.00	0.00	10.00
34	3+30	3+40	N 0° 00' 00" E	10.00	0.00	10.00
35	3+40	3+50	N 0° 00' 00" E	10.00	0.00	10.00
36	3+50	3+60	N 0° 00' 00" E	10.00	0.00	10.00
37	3+60	3+70	N 0° 00' 00" E	10.00	0.00	10.00
38	3+70	3+80	N 0° 00' 00" E	10.00	0.00	10.00
39	3+80	3+90	N 0° 00' 00" E	10.00	0.00	10.00
40	3+90	4+00	N 0° 00' 00" E	10.00	0.00	10.00
41	4+00	4+10	N 0° 00' 00" E	10.00	0.00	10.00
42	4+10	4+20	N 0° 00' 00" E	10.00	0.00	10.00
43	4+20	4+30	N 0° 00' 00" E	10.00	0.00	10.00
44	4+30	4+40	N 0° 00' 00" E	10.00	0.00	10.00
45	4+40	4+50	N 0° 00' 00" E	10.00	0.00	10.00
46	4+50	4+60	N 0° 00' 00" E	10.00	0.00	10.00
47	4+60	4+70	N 0° 00' 00" E	10.00	0.00	10.00
48	4+70	4+80	N 0° 00' 00" E	10.00	0.00	10.00
49	4+80	4+90	N 0° 00' 00" E	10.00	0.00	10.00
50	4+90	5+00	N 0° 00' 00" E	10.00	0.00	10.00

RECORD OF SURVEY FOR
POLLY JANE MCGRAW
SECTION 33, T 7 S, R 40 E, BM
CARTERSVILLE, GA
DATE
MAY 28, 2007
BY
1 OF 1
FIELD BOOK NO.
27081

Exhibit 5

147646 STATE OF IDAHO

County of Caribou

Date: March 30, 1994Time: 11:10 A.M.

Microfilm Records

Recorder: Edie IzattDeputy: Debbie HargisFee: 300 chg.WARRANTY DEED

For value received, CORA M. BARNETT also known as CORA MABEY BARNETT, the GRANTOR, does hereby grant, bargain, sell and convey unto CORA MABEY BARNETT and JACK A. BARNETT, TRUSTEES OF THE CORA MABEY BARNETT TRUST, whose current address is 505 South 1100 East, Bountiful, Utah 84010, the GRANTEE, the following described premises in Caribou County, State of Idaho, to wit:

Parcel 1: All of Section 27, Township 7 South, Range 40 East.

Parcel 2: N 1/2 NE 1/4 NW 1/4; N 1/2 NW 1/4 NW 1/4; W 1/2 NE 1/4; and NE 1/4 NE 1/4 of Section 34, Township 7 South, Range 40 East.

Parcel 3: N 1/2 NW 1/4 SE 1/4; N 1/2 N 1/2 NE 1/4 SE 1/4; NE 1/4 SW 1/4; and SW 1/4 NE 1/4 of Section 33, Township 7 South Range 40 East.

Parcel 4: S 1/2 SW 1/4 of Section 29; SE 1/5 S 1/4 of Section 30; E 1/2 NE 1/4 of Section 31; and W 1/2 NW 1/4 and NE 1/4 NW 1/4 of Section 32, all of which parcel 4 Sections 29, 30, 31 and 32 are in Township 7 South Range 40 East.

To have and hold the said premises, with their appurtenances unto the said GRANTEE, CORA MABEY BARNETT and JACK A. BARNETT, TRUSTEES OF THE CORA MABEY BARNETT TRUST, their heirs and assigns forever. And the said GRANTOR does hereby covenant to and with the said GRANTEE that she is the owner in fee simple of said premises; that they are free from all encumbrances and that she will warrant and defend the same from all lawful claims whatsoever.

DATED this 23rd day of March, 1994.

Cora Mabey Barnett
CORA MABEY BARNETT
a/k/a CORA M. BARNETT
GRANTOR

STATE OF UTAH
ss:
County of Davis

On this 23rd day of March, 1994, Cora Mabey Barnett personally appeared before me, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires:



THIS INDENTURE
SHERWIN A. THOMAS AN
Idaho, hereinafter
KIMBERLI J. AUSTIN
hereinafter called

WITNESSETH: I
consideration of th
NO/100 DOLLARS, law
said First Party in
of which is hereby
Bargain, Sell and
to said Second Party
lot, piece or parcel
of Caribou, State of
to-wit:

Lots 1 and 2,
Grace, Caribou Cou
thereof, as record
Caribou County, Ida

SUBJECT to all
highways adjoining
to retention or rese
owners of said real
the State of Idaho.

TOGETHER with
and appurtenances t
and the rents, issu

TO HAVE AND T
together with the a
unto the said First
premises in the qu
Party, said Second P
Party, First Party'
persons whomsoever,
and will warrant an

IN WITNESS wh
their hands and sea

STATE OF IDAHO } ss. **14**
County of Caribou }

I hereby certify that this instrument was fi
of Caribou Title
at 1:20 o'clock P.M. this
March, 1994 in

recorded in Microfilm Records
Recorder: Edie Izatt
Debbie Hargis
Ex-Officio Recorder Dep

IDAHO/UTAH
HIGH COUNTRY REAL ESTATE

160 SOUTH MAIN
SODA SPRINGS, IDAHO 83276
shannonwhitney@msn.com
www.idaho-realty-pro.com
208-547-3389 office
208-547-3496 fax
208-390-4123 cell



SHANNON WHITNEY
BROKER, REALTOR®