

UP 01
Jefferson Clark GWP

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

RECEIVED
DEC 12 2006
Department of Water Resources
Eastern Region

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 division of the existing water right or adjudication claim record will be required.

Water Right No(s)	Adjudication Claim No(s)	Split	Water Right No(s)	Adjudication Claim No(s)	Split
all pd's. 31-296			31-10153		
31-297			31-10156		
31-299A	Transfer				
31-300A	75550				
31-301					

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NOV 10 2008
DEPARTMENT OF WATER RESOURCES

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MAY 04 2009

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DEC 18 2006
DEPARTMENT OF WATER RESOURCES

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

Department of Water Resources
Eastern Region

- 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 usually attached to your deed or on file with the county).

OR

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 **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) David and James Hagenbarth

P.O. Box 1128 Dillon, MT. 59725-1128

4. New Owner/Claimant(s) Dean Snare & Sons

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

New Mailing Address 2010, 2600 E.

City, State and ZIP Code Roberts, ID 83444

New Telephone Number (208) 228-3904

5. Date you acquired the property 24th Aug, 2005

SUPPORT DATA

IN FILE # 31-10153

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 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 (one water right per box, you may copy this page as 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(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

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

7. Signature of New Owner(s) or Claimant(s) _____
(include title if applicable)

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.

For Office Use Only

Received by _____ Date _____ Fee \$ 175.00
 Received by _____ Date 12/12/2006 Receipt No. E 032476
 Processed by _____ AJ Date _____ WR _____ Date _____

Microfilm No. 051159
6 Day Sept 2003
At 11.00 O'Clock A M
CONNIE S. OWEN
Clark Co. Recorder
Fee \$ 9-
Becky Nordstrom Deputy
Recorded at Request of
Alliance

WARRANTY DEED

THIS INDENTURE is made this 24th day of August, 2005, by DAVID J. HAGENBARTH AND JAMES F. HAGENBARTH, married men dealing with their sole and separate property, hereafter collectively referred to as the "Grantors", and DEAN SNARR, and DENNIS SNARR, dba DEAN SNARR AND SONS,***, whose mailing address is 201 N. 2600 E., Roberts, Idaho, 83444, hereafter collectively referred to as the "Grantee".

***joined herein by their spouses, Margaret Snarr and Donna Jo Snarr

WITNESSETH:

That the Grantors, for and in consideration of the sum of TEN DOLLARS (\$10.00) lawful money of the United States of America, and other good and valuable consideration, to the Grantors in hand paid by the Grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and by these presents do grant, bargain, sell, convey and confirm unto the Grantee, and to the Grantee's heirs and assigns forever, all of the following described property, to-wit:

See Exhibit "A" attached hereto.

RESERVING unto the Grantors certain water rights presently appurtenant to the above described real property, all as provided in a document entitled "Water Rights Division Agreement" by and between Grantors and Grantee and executed and recorded simultaneously herewith.

SUBJECT to all patent and mineral rights reservations, oil, gas and geothermal reservations, all leases, rights of way, easements and protective covenants of record, and all county road rights-of-way, fence lines or boundary markers apparent upon visual inspection and all applicable building codes, laws and regulations.

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

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

3060516142-K

ALLIANCE TITLE & ESCROW CORP

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

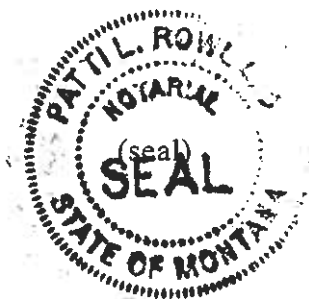
David J. Hagenbarth
David J. Hagenbarth

James F. Hagenbarth
James F. Hagenbarth

STATE OF MONTANA)
)ss.
County of Beaverhead)

On this 24th day of August, 2005, before me, the undersigned, a notary public, in and for said State, personally appeared David J. Hagenbarth and James F. Hagenbarth, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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



Patti L. Rowland
Notary Public for Montana
Residing at: Dillon, MT
My Commission Expires: 11/1/08

LEGAL DESCRIPTION
EXHIBIT "A"

Township 12 North, Range 37 East, Boise Meridian, Clark County, Idaho.

Section 19: Those portions of Lot 4 and the SE $\frac{1}{4}$ SW $\frac{1}{4}$ lying North of the Spencer-Kilgore Road, S $\frac{1}{2}$ SE $\frac{1}{4}$.

Section 20: That portion of the S $\frac{1}{2}$ S $\frac{1}{2}$ lying South of the Spencer-Kilgore Road and that portion of the S $\frac{1}{2}$ SW $\frac{1}{4}$ lying North of the Spencer-Kilgore Road.

Section 29: W $\frac{1}{2}$ except SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 30: E $\frac{1}{2}$ E $\frac{1}{2}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ E $\frac{1}{2}$ W $\frac{1}{2}$

Section 31: N $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ E $\frac{1}{2}$ W $\frac{1}{2}$, SE $\frac{1}{4}$

Section 32: N $\frac{1}{2}$ NE $\frac{1}{4}$

G:\WPDATA\DW52555\06, Smart\Warranty Deed.wpd:smm

ALLIANCE

TITLE & ESCROW CORP.

P.O. Box 566, Rigby, ID 83442-0000, Phone (208) 745-9495 Fax (208) 745-7917

To: **Dean Snarr & Sons**
201 N. 2600 E.
Roberts, ID 83444

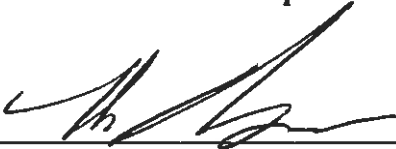
Order No.: **3060516142-K**
Date: **October 15, 2005**
Reference:

In connection with the above transaction, we enclose:

X **Policy of Title Insurance No. 72106-1279849**
X **Warranty Deed No. 051159**

Thank you for giving us the opportunity of serving you!

Alliance Title & Escrow Corp.

By: 

Kathlean Brown

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

Policy No. 72106- 1279849

CHICAGO TITLE INSURANCE COMPANY

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

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

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

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

ALLIANCE TITLE &
ESCROW CORP.
130 E. MAIN STREET
P.O. BOX 732
REXBURG, ID 83440
(208)356-9323
FAX NO: (208)356-9325

CHICAGO TITLE INSURANCE COMPANY

By:



President

ATTEST:



Secretary



OWNER'S POLICY

SCHEDULE A

Order Number	Policy Number	Date of Policy	Amount of Insurance	Premium Amount
3060516142-K	72106-1279819	September 6, 2005 At 11:00AM	\$436,000.00	\$1,511.00

1. Name of Insured:

Dean Snarr, Margaret Snarr, Dennis Snarr and Donna Jo Snarr

2. The estate or interest in the land which is covered by this policy is:

Fee Simple

3. Title to the estate or interest in the land is vested in:

Dean Snarr, and Dennis Snarr, dba Dean Snarr and Sons, joined herein by their spouses, Margaret Snarr and Donna Jo Snarr

4. The land referred to in this policy is described as follows:

Township 12 North, Range 37 East, Boise Meridian, Clark County, Idaho.

Section 19: Those portions of Lot 4 and the SE ¼ SW ¼ lying North of the Spencer-Kilgore Road, S½ SE¼.

Section 20: That portion of the S½ S½ lying South of the Spencer-Kilgore Road and that portion of the S½ SW¼ lying North of the Spencer-Kilgore Road.

Section 29: W½ except SE¼ SW¼, SW¼ SE¼

Section 30: E½ E½, NW¼ NE¼, E½ E½ W½

Section 31: N½ NE¼, E½ E½ W½, SE¼

Section 32: N½ NE¼

END OF SCHEDULE A

OWNER'S POLICY

Order No: **3060516142-K**

Policy No: **72106-1279819**

SCHEDULE B PART I

EXCEPTIONS FROM COVERAGE

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

General Exceptions:

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

SCHEDULE B PART II

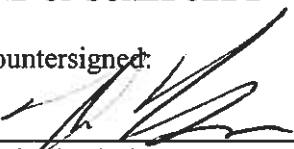
Special Exceptions:

1. Taxes, including any assessments collected therewith, for the year 2005, which are a lien not yet payable.
 2. Right, title and interest of the Public in and to those portions of above described property falling within the bounds of roads and highways.
 3. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted to: Utah Power and Light Company.
Purpose: Public Utilities.
Recorded: April 8, 1948 in Book 3 of Misc.
Page: 400, No. 17087 of Official Records.
 4. Terms, provisions, covenants, conditions, definitions, options, obligations and restrictions, contained in a Grant Deed.
Recorded: August 14, 1941 in Book 11 of Deeds, page 465.
Instrument No. 14115 of Official Records.
-

5. Terms, provisions, covenants, conditions, definitions, options, obligations and restrictions, contained in a Right of Way Deed.
Recorded: July 11, 1956 in Book 14 of Deeds, page 329.
Instrument No.: 20857 of Official Records.
6. Terms, provisions, covenants, conditions, definitions, options, obligations and restrictions, contained in a Right of Way Deed.
Recorded: in Book 16 of Deeds, page 210.
Instrument No.: 25733, of Official Records.
7. Terms, provisions, covenants, conditions, definitions, options, obligations and restrictions, contained in a Consent to Easement and Covenant of Noninterference.
Recorded: October 8, 1968.
Instrument No. 26687.
8. Notwithstanding Paragraph 4 of the insuring clauses of the policy or policies to be issued, the policy or policies when issued will not insure against loss arising by reason of any lack of a right of access to and from the land.
(Affects Section 29 and 32)

END OF SCHEDULE B

Countersigned:



Authorized Signature

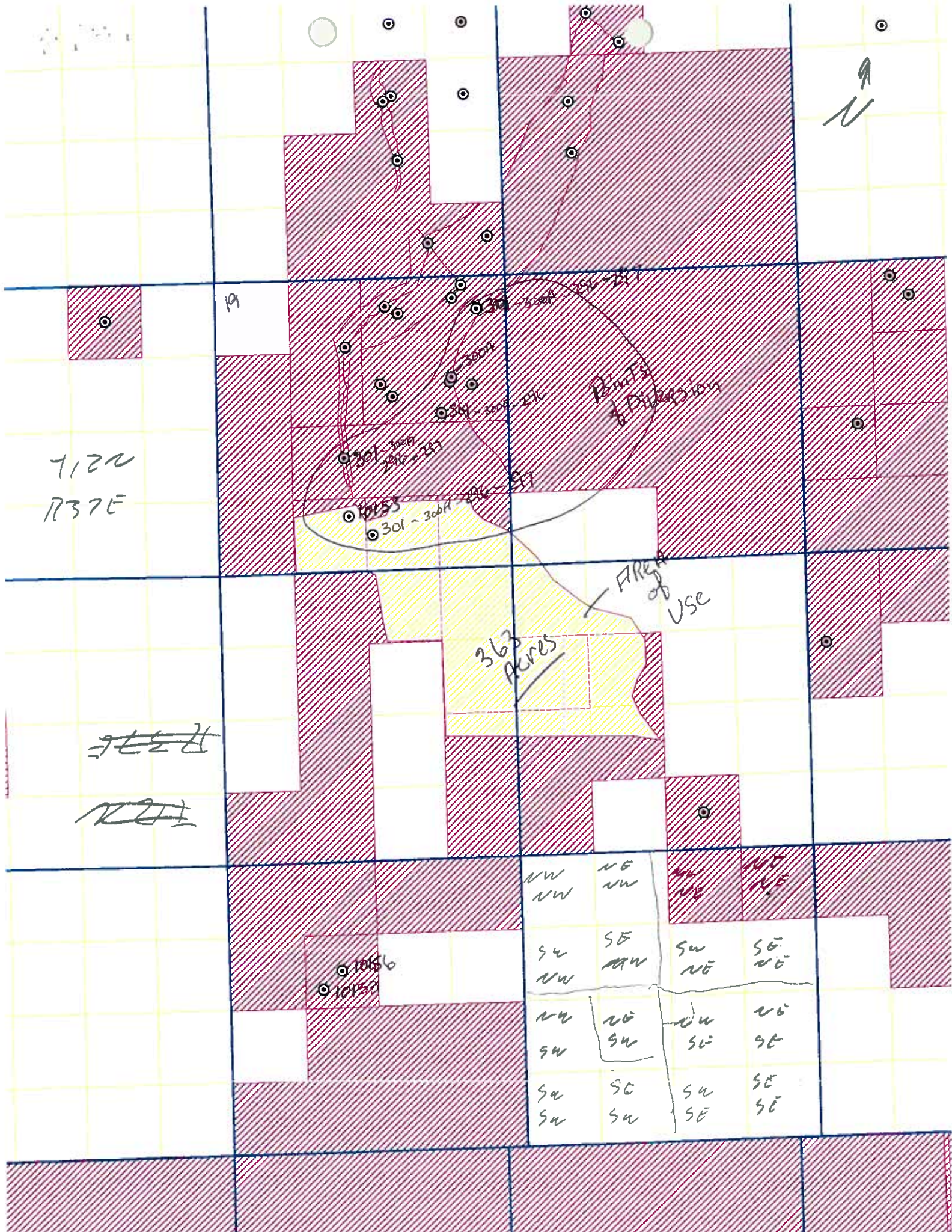
This is a topographic map of a section of land, likely in the United States, showing a grid of sections 29, 30, 31, and 32. A shaded area is labeled 'X 5894'. The map includes contour lines, a road, and a creek. A large area is shaded with diagonal lines, and a smaller area is shaded with a stippled pattern. The map is labeled 'Rattlesnake Creek' and 'Thompson'.

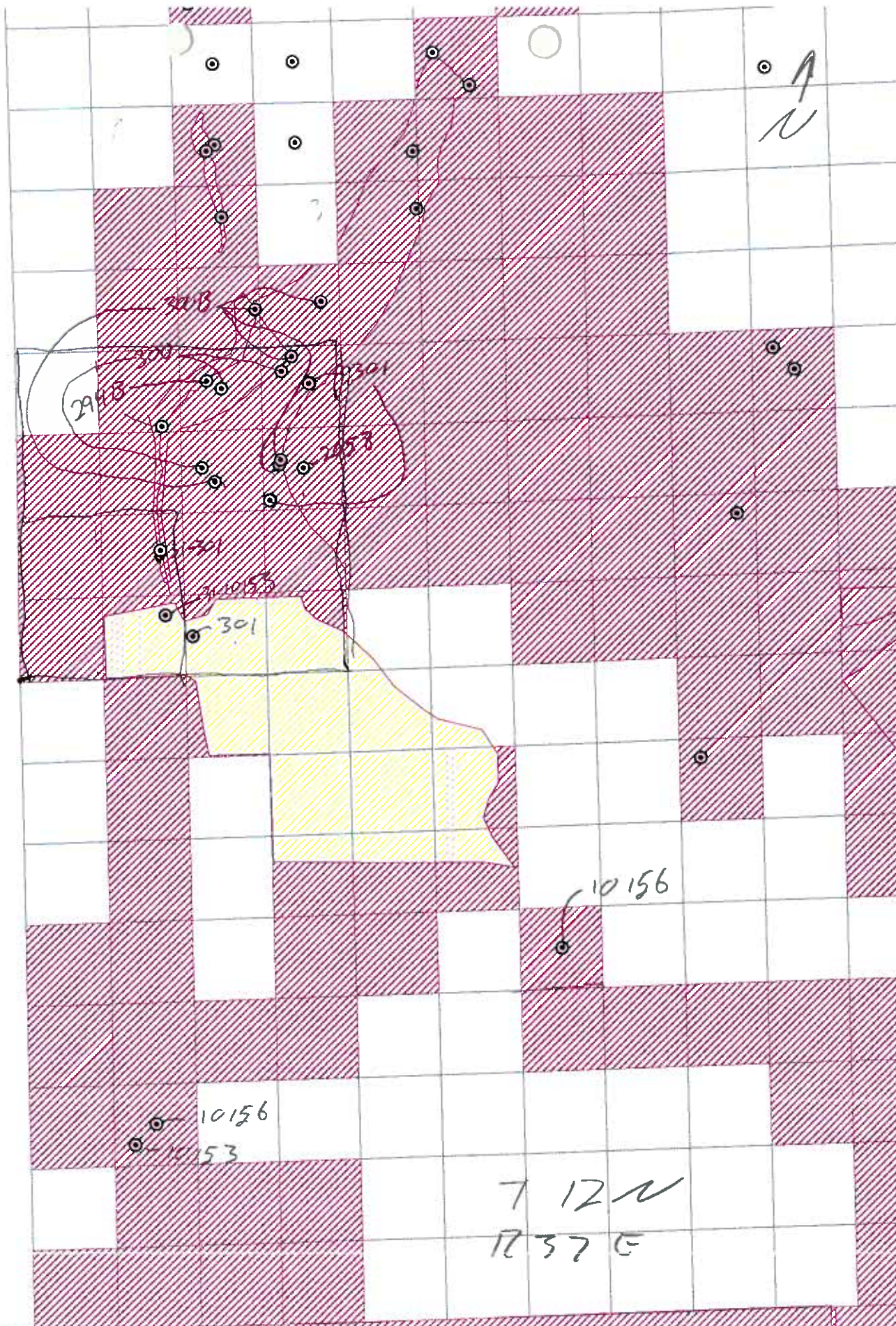
→ Magnetic Field

T 12 N
R 37 E

Deed
State
BLM
RETAIN
Irrigated
Cross Fence
SALE BOUNDARY

ATTACHMENT B





052636

**WATER RIGHTS
DIVISION AGREEMENT**

THIS AGREEMENT is made and entered into this 24th day of August, 2005, by and between David J. Hagenbarth and James F. Hagenbarth, married men dealing with their sole and separate property, hereafter referred to as "SELLERS", and Dean Snarr and Dennis Snarr, dba Dean Snarr and Sons, hereafter referred to as "BUYERS",

WITNESSETH:

That for and in consideration of the mutual covenants and agreements herein referenced and contained, the parties hereto agree as follows:

1. SELLERS have agreed to sell to BUYERS and BUYERS have agreed to purchase from SELLERS the following described real property, situate in the County of Clark, State of Idaho, to wit:

Township 12 North, Range 37 East, Boise Meridian, Clark County, Idaho.

Section 19: Those portions of Lot 4 and the SE $\frac{1}{4}$ SW $\frac{1}{4}$ lying North of the Spencer-Kilgore Road, S $\frac{1}{2}$ SE $\frac{1}{4}$.

Section 20: That portion of the S $\frac{1}{2}$ S $\frac{1}{2}$ lying South of the Spencer-Kilgore Road and that portion of the S $\frac{1}{2}$ SW $\frac{1}{4}$ lying North of the Spencer-Kilgore Road.

Section 29: W $\frac{1}{2}$ except SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 30: E $\frac{1}{2}$ E $\frac{1}{2}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ E $\frac{1}{2}$ W $\frac{1}{2}$

Section 31: N $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ E $\frac{1}{2}$ W $\frac{1}{2}$, SE $\frac{1}{4}$

Section 32: N $\frac{1}{2}$ NE $\frac{1}{4}$

RECEIVED

NOV 10 2008

DEPARTMENT OF WATER RESOURCES

Microfilm No. 052636
 07 Day NOVEMBER 20 08
 At L.H. LISA BLACK P M
 Clark Co. Recorder
 Fee \$ 15.00
 Recorded at Request of Dennis Snarr

2. The following described water rights are currently appurtenant to portions of the above described real property for irrigation and stockwatering purposes:

Water Right ID No.	Priority Date	Amount	Purpose
31-296	April 1, 1892	3.2 cfs	Irrigation
31-2967	April 1, 1884	3.2 cfs 0.24 cfs (Total: 3.2 cfs)	Irrigation Stockwatering
31-299A	August 22, 1910	0.8 cfs	Irrigation
31-300A	April 1, 1913	1.6 cfs	Irrigation
31-301	April 1, 1913	3.2 cfs	Irrigation
31-10153	April 2, 1884	0.24 cfs	Stockwatering (Instream - Three Mile Creek)
31-10156	April 2, 1884	0.24 cfs	Stockwatering (Instream - Rattlesnake Creek)

3. The above described real property being sold by SELLERS to BUYERS does not include all of the land to which the above described water rights are appurtenant. SELLERS are retaining a portion of such lands, which includes 32 irrigated acres within the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of the above described Section 19, where SELLERS livestock will continue to be watered as well.

4. The parties hereby agree to divide the above described water rights as follows:

TO BUYERS:

31-296 - All

31-297 - 2.2 cfs for irrigation of 331 acres
0.17 cfs for stockwater

Total 2.2 cfs

31-299A - All

31-300A - All

31-301 - All

31-10153 - 0.17 cfs for stockwater

31-10156 - All

TO SELLERS:

31-297 - 1.0 cfs for irrigation of 32 acres
0.07 cfs for stockwater

Total: 1.0 cfs

31-10153 - 0.07 cfs for stockwater

052626

5. Each party agrees to cooperate fully with the other to initiate and complete in a timely manner any required procedure before the Idaho Department of Water Resources to modify the above listed water rights so that those rights and portions thereof being sold to BUYERS are formally made appurtenant to the land being sold to BUYERS, including 331 acres of irrigated lands within the above described real property, and so that those rights and portions thereof being retained by SELLERS for use upon the retained land are formally made appurtenant thereto, including the 32 acres of irrigated lands located within the portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 19 being retained by SELLERS.
6. Should either party default in the performance of any of the covenants or agreements contained herein, such defaulting party shall pay to the other party all costs and expenses, including, but not limited to, a reasonable attorney fee, including such fees on appeal, which the offended party may incur in enforcing this agreement or in pursuing any remedy allowed by law for breach hereof, whether such is incurred by the filing of legal action or otherwise.
7. This agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, administrators, successors in interest and assigns of the parties hereto.
8. This agreement shall be interpreted, construed and governed by the laws of the State of Idaho.
9. The terms and provisions of this agreement shall survive the closing and the execution and delivery of instruments of transfer and conveyance. The terms of this agreement shall not be merged out by the execution and delivery of said instruments of transfer and conveyance.

052636

BUYER:

SELLERS:

DEAN SNARR & SONS,

By: [Signature]
Dennis Snarr

[Signature]
David J. Hagenbarth

By: [Signature]
Dean Snarr

[Signature]
James F. Hagenbarth

STATE OF MONTANA)
)ss.
County of Beaverhead)

On this 24th day of August, 2005, before me a notary public in and for said State, personally appeared David J. Hagenbarth known or identified to me (or proved to me on the oath of David J. Hagenbarth) 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.



[Signature]
Notary Public for Montana
Residing at: Dillon, MT
My commission expires: 11/1/08

STATE OF MONTANA)
)ss.
County of Beaverhead)

052636

On this 24th day of August, 2005, before me a notary public in and for said State, personally appeared James F. Hagenbarth known or identified to me (or proved to me on the oath of James F. Hagenbarth) 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.



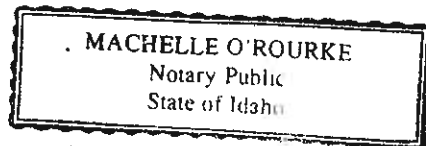
Patricia L. Rowland
Notary Public for Montana
Residing at: Dillon, MT
My commission expires: 1/1/08

STATE OF IDAHO)

)ss.
County of Bonneville)

On this 14th day of November, 2008, before me a notary public in and for said State, personally appeared Dean Snarr and Dennis Snarr, known or identified to me (or proved to me on the oath) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



(seal)

Machele O'Rourke
Notary Public for Idaho
Residing at: Edisto Falls
My commission expires: 11/1/2011

RECEIVED

MAY 07 2009

Department of Water Resources
Eastern Region

MICROFILM NO. 052978
17 Day DECEMBER 20 08
At 9:30 O'Clock A
LISA BLACK
Clark Co. Recorder
Fees 9.00
[Signature] Depu
Recorded at Request of
SPATI LEE

WARRANTY DEED

FOR VALUE RECEIVED, Dean Snarr and Dennis Snarr, d/b/a Dean Snarr and Sons, and their spouses Margaret Snarr and Donna Jo Snarr of 201 North 2600 East, Roberts, Idaho 83444, the **Grantors**, do hereby convey, grant and warrant unto, SNARR FAMILY MANAGEMENT, LLC, an Idaho Limited Liability Company, of 201 North 2600 East, Roberts, County of Jefferson, State of Idaho 83444, the **Grantee**, the following property located in Clark County and more particularly described as follows:

Township 12 North, Range 37 East, Boise Meridian, Clark County, Idaho.

Section 19: Those portions of Lot 4 and the SE1/4 SW1/4 lying North of the Spencer-Kilgore Road, S1/2 SE1/4.

Section 20: That portion of the S1/2 S1/2 lying South of the Spencer-Kilgore Road and that portion of the S1/2 SW1/4 lying North of the Spencer-Kilgore Road.

Section 29: W1/2 except SE1/4 SW1/4, SW1/4 SE1/4

Section 30: E1/2 E1/2, NW1/4 NE1/4, E1/2 E1/2 W1/2

Section 31: N1/2 NE1/4, E1/2 E1/2 W1/2, SE1/4

Section 32: N1/2 NE1/4

RESERVING unto the Grantors certain water rights presently appurtenant to the above described real property, all as provided in a document entitled "Water Rights Division Agreement" by and between Grantors and grantee and executed and recorded simultaneously herewith.

SUBJECT to all patent and mineral rights reservations, oil, gas and geothermal reservations, all leases, rights of way, easements and protective covenants of record, and all county road rights-of-way, fence lines or boundary markers apparent upon upon visual inspection and all applicable building codes, laws and regulations.

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

TO HAVE AND TO HOLD the said premises, with all appurtenances, unto the said grantee, SNARR FAMILY MANAGEMENT, LLC, and its assigns forever. The said grantors do hereby covenant to and with the said grantees, that they are the owners in fee simple of said premises; that it is free from all incumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

DATED this 31 day of January, 2008.

Dean Snarr
Dean Snarr

Margaret Snarr
Margaret Snarr

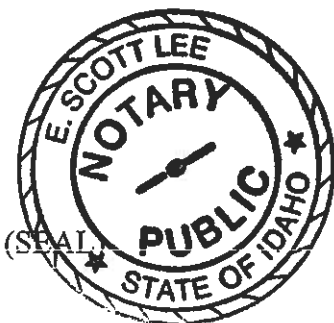
Dennis Snarr
Dennis Snarr

Donna Jo Snarr
Donna Jo Snarr

STATE OF IDAH)

County of Bannock) :SS

On this 12 day of September, 2008, before me, the undersigned Notary Public in and for said state, personally appeared Dean Snarr and Margaret Snarr known and identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me they executed the same.



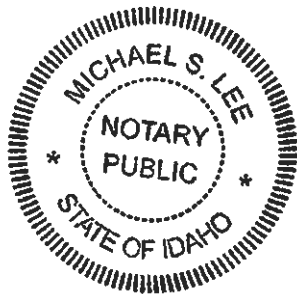
[Signature]
Notary Public
Residing at:
My Commission Expires: 6-26-2012

STATE OF IDAHO)
 :SS
County of Madison)

052978

On this 31 day of January, 2008, before me, the undersigned Notary Public in and for said state, personally appeared Dennis Snarr and Donna Jo Snarr, known and identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me they executed the same.

(SEAL)



Michael S. Lee
Notary Public
Residing at: Rexburg, ID
My Commission Expires: 2/5/2013

052978

Microfilm No. 05330
05 Day AUGUST 20 07
At 9:32 O'Clock A
LISA BLACK
Clark Co. Recorder
Fee \$ 0.00 OK Dep
Recorded at Request of
F. SCOTT LEE, PLLC

FIRST CORRECTED WARRANTY DEED

FOR VALUE RECEIVED, Dean Snarr and Dennis Snarr, d/b/a Dean Snarr and Sons, and their spouses Margaret Snarr and Donna Jo Snarr of 201 North 2600 East, Roberts, Idaho 83444, the **Grantors**, do hereby convey, grant and warrant unto, SNARR FAMILY MANAGEMENT, LLC, an Idaho Limited Liability Company, of 201 North 2600 East, Roberts, County of Jefferson, State of Idaho 83444, the **Grantee**, the following property located in Clark County and more particularly described as follows:

Township 12 North, Range 37 East, Boise Meridian, Clark County, Idaho.

Section 19: Those portions of Lot 4 and the SE1/4 SW1/4 lying North of the Spencer-Kilgore Road, S1/2 SE1/4.

Section 20: That portion of the S1/2 S1/2 lying South of the Spencer-Kilgore Road and that portion of the S1/2 SW1/4 lying North of the Spencer-Kilgore Road.

Section 29: W1/2 except SE1/4 SW1/4, SW1/4 SE1/4

Section 30: E1/2 E1/2, NW1/4 NE1/4, E1/2 E1/2 W1/2

Section 31: N1/2 NE1/4, E1/2 E1/2 W1/2, SE1/4

Section 32: N1/2 NE1/4

SUBJECT to all patent and mineral rights reservations, oil, gas and geothermal reservations, all leases, rights of way, easements and protective covenants of record, and all county road rights-of-way, fence lines or boundary markers apparent upon visual inspection and all applicable building codes, laws and regulations.

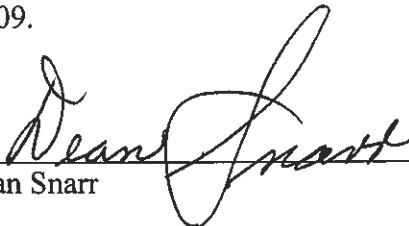
Together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues and profits therefrom; and all estate, right, title and interest in and to said property, as well in law as in equity, of the Grantor.

TO HAVE AND TO HOLD the said premises, with all appurtenances, unto the said grantee, SNARR FAMILY MANAGEMENT, LLC, and its assigns forever. The said grantors do hereby covenant to and with the said grantees, that they are the owners

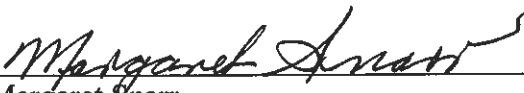
053307

in fee simple of said premises; that it is free from all incumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

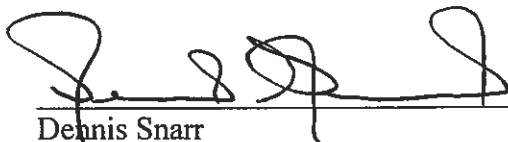
DATED this 27th day of July, 2009.



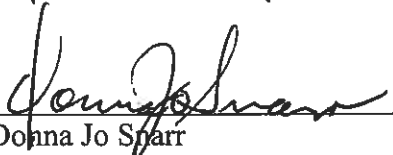
Dean Snarr



Margaret Snarr



Dennis Snarr

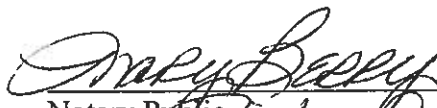


Donna Jo Snarr

STATE OF IDAHO)
 :ss
County of Madison)

On this 27th day of July, 2009, before me, the undersigned Notary Public in and for said state, personally appeared Dean Snarr and Margaret Snarr known and identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me they executed the same.



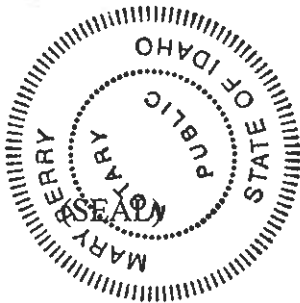


Notary Public
Residing at 
My Commission Expires: 6/8/2011

053307

STATE OF IDAHO)
 :SS
County of Madison)

On this 27th day of July, 2009, before me, the undersigned Notary Public in and for said state, personally appeared Dennis Snarr and Donna Jo Snarr, known and identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me they executed the same.



Mary Berry

Notary Public
Residing at *Bigby, Idaho*
My Commission Expires: *6/8/2011*

**THIS DEED IS BEING GIVEN TO CORRECT A PARAGRAPH IN REFERENCE
TO AN OBSOLETE WATER AGREEMENT THAT NO LONGER EXISTS.**

THREE MILE CREEK

Water Right # 31-10153

June 9, 2009

T12 North, R37 East, Section 19

That portion of the SESW which lies south of Spencer-Kilgore Road

GPS Readings along Three Mile Creek

NAD 27-UTM

Readings were made from south to north. These readings were taken to determine if Hagenbarth land in the SESW is contiguous to Three Mile Creek which would validate an instream stockwater right filed under 31-10153. This is pertinent due to the sale of land to Dennis Snarr and the transfer of the accompanying water rights.

006- 12 T 0408855, UTM 4910655

007- 12 T 0408870, UTM 4910706

008- 12 T 0408907, UTM 4910769

009- 12 T 0408936, UTM 4910806

010- 12 T 0408960, UTM 4910842

011- 12 T 0408963, UTM 4910912

012- 12 T 0408944, UTM 4910986

013- 12 T 0408951, UTM 4911093

014- 12 T 0408930, UTM 4911138