

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)
11-00105					
11-00106					

SUPPORT DATA

IN FILE # 11-105

RECEIVED

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)

F A E Holdings 0403032R-LLC

554 S 300 E #200 Salt Lake City UT 84119

4. New Owner/Claimant(s)

Cary G Peterson + Ila Rance Peterson Trust - See deed

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

New Mailing Address

604 Walter Lane Montpelier Id. 83254

City, State and ZIP Code

New Telephone Number

(208) 847-1769

(from Dec to Jan 1, we reside at 406 E. 500 N.
Nephi UT 84648)

5. Date you acquired the property

3 -24 - 2004

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

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

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

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

Cary Peterson
Cary G Peterson trust (trustee)
 (title if applicable)
Ila Rane Peterson trust (trustee)
 (title if applicable)
Ila Rane Peterson
 (title if applicable)

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

For IDWR Office Use Only:

Received by _____ Date _____
 Received by _____ Date _____
 Processed by _____ AJ Date _____

Receipt Amt. _____
 Receipt No. _____
 WR _____ Date _____

STATE OF IDAHO

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Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
<u>WR 11-00105</u>					
<u>WE 11-00106</u>					

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3. Name and Address of Former Owner/Claimant(s) F A E Holdings 0403032R-LLC
5545 300 E #200 Salt Lake City UT 84119
4. New Owner/Claimant(s) Cary G Peterson + Ila Rance Peterson Trust - See deed
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 604 Walter Lane Montpelier Id. 83254
- City, State and ZIP Code _____
- New Telephone Number (208) 847-1769

(from Dec to June 1, we reside at 406 E. 500 N. Nephi, ut 84648)

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3 -24 - 2004

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Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
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Cary G Peterson trust (trustee)
(title if applicable)
Ila Rane Peterson trust (trustee)
(title if applicable)

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BMK 10/14/2008 \$25.00 E034523
BMK 12/7/09 \$50 E035493

For IDWR Office Use Only:

Received by BMKDate 10/9/08Receipt Amt. \$25.00Receipted by BMKDate 12/9/08Receipt No. E034514

Processed by _____

AJ

Date _____

WR _____ Date _____

EXHIBIT "B" – WATER RIGHTS
Fly Way River Ranch – Idaho Side

Bear River Irrigation Water Rights

Border Irrigation Company Stock Certificate No. 40..... 220 Shares

Border Irrigation Company Stock Certificate No. 45..... 460 Shares

**The Bear River was adjudicated under the Tri-State Company of 1955.
Each share provides Class II-A supply for one acre of land.**

Thomas Fork Irrigation Rights

Water Right Number	Diversion	Volume	Priority Date
11-00105	Hamilton Dam	5.00 CFS – 250 Miner's Inches	9-25-1844
11-00106	Webster, Ours & Dalton Ditch	5.20 CFS – 70 Miner's Inches – 190 Miner's Inches	9-15-1884 6-15-1885

**The Thomas Fork was adjudicated by the Fifth Judicial Court of Idaho
under the Fawsett Decree dated February 20, 1902.**

Well Water Rights

**The Ranch has two domestic wells for the Owner's and the Hired Man's
House. According to the Eastern District Office of the Idaho
Department of Water Resources in Idaho Falls, there are no filing
requirements for small domestic wells.**



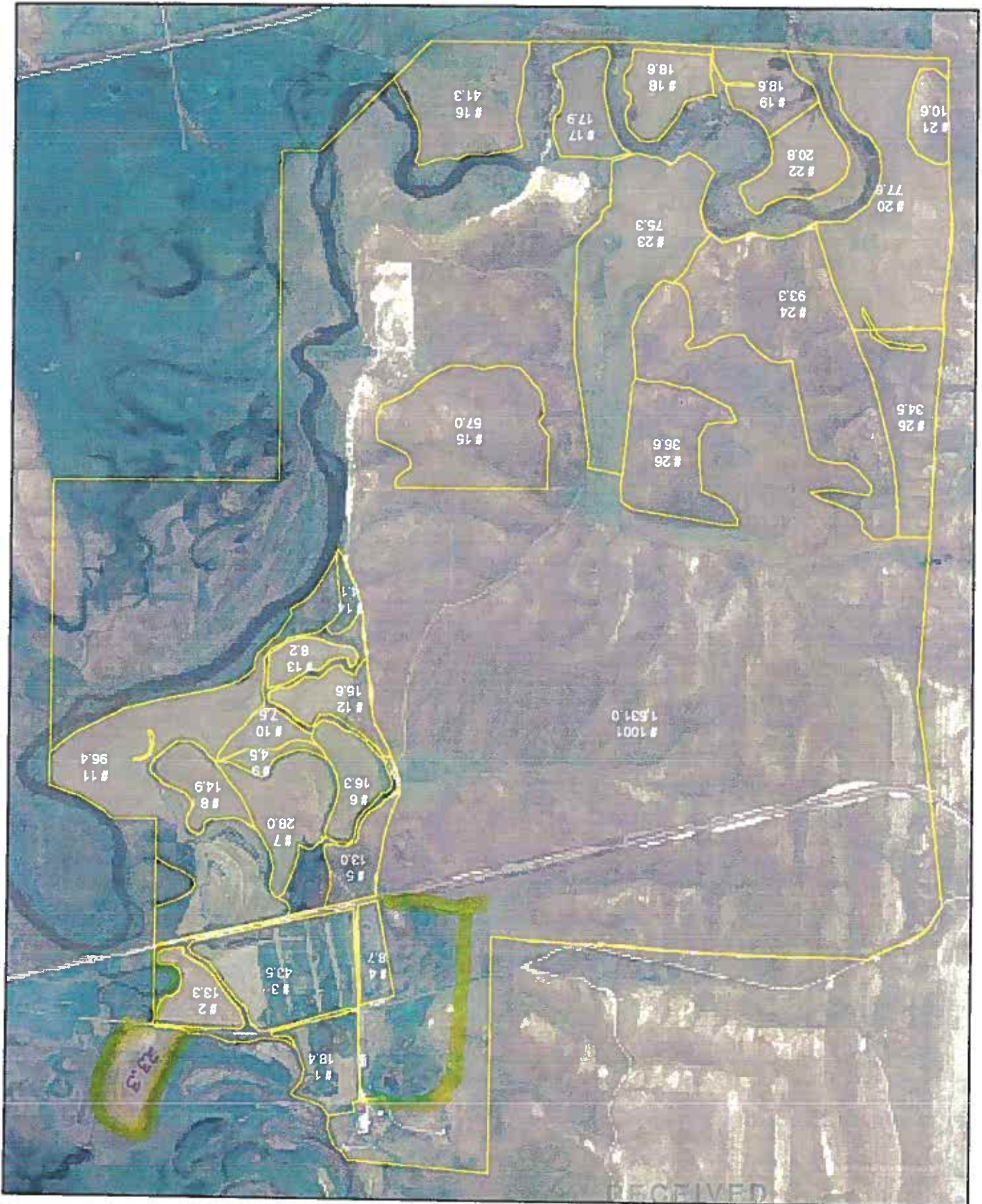
USDA FARM SERVICE AGENCY
BEAR LAKE COUNTY FSA
FARM 353, TRACT 1196

1:17,763

Field Boundaries

August 16, 2006

0 750 1,500 3,000 4,500 6,000 Feet



DEC 07 2009

Department of Water Resources



Points of diversion.



USDA FARM SERVICE AGENCY
BEAR LAKE COUNTY FSA
FARM 353, TRACT 1196

1:17,763



Field Boundaries

August 16, 2006

0 750 1,500 3,000 4,500 6,000 Feet



EXHIBIT "C" – CONTINGENCIES

to the
Real Estate Purchase and Sale Agreement
on the
Fly Way River Ranch – Idaho Side
between
The Esche Trust dated December 11, 1997 – Seller
and
Cary G. Peterson, or Assigns – Buyer

This Entire Agreement is Also Subject To and Contingent Upon the Following:

1. The Buyer shall have the right to review and inspect and accept or reject the following items relating to the Property:
 - a. Condition of title and terms of conservation easement;
 - b. Condition of water rights;
 - c. Condition of mineral, oil, hydrocarbon and geothermal rights with the understanding that the Seller will convey any and all such rights which the Seller now owns that have not been previously reserved;
 - d. Condition of the owner's home and hired man's home;
 - e. Environmental conditions and history;
2. All irrigation systems and equipment located on the Property are included in this sale;
3. The Buyer or its inspectors shall have the right to inspect the Property at reasonable times upon prior 48-hour notice to the Seller or to C. Patrick Bates;
4. The Buyer shall have the right to effect an IRC 1031 tax-deferred exchange in acquiring the Property – Buyer shall have the right to assign the Agreement to a qualified intermediary for purposes of the 1031 exchange;
5. The Buyer shall have the right to assign this Contract to an existing legal entity or to a newly-formed entity in which the Buyer has some interest or control;
6. This Agreement is contingent upon closing the contract on the Wyoming Side of the Property simultaneously with this Agreement and if the Wyoming contract does not close or is terminated then this Agreement shall be terminated as well;
7. In the event the Buyer does not accept the Property's condition as recited in Paragraph 1, Items a through e, as recited above, the Buyer's earnest money deposit shall be immediately refunded upon written notice from the Buyer to the Seller or to Patrick Bates Land Company;
8. In the event the Buyer does not consummate and close this Agreement after all contingencies and inspections herein have been satisfied, the Seller's sole remedy shall be to retain the Buyer's earnest money deposit as liquidated damages.

The Buyer's Review and Acceptance or Rejection of the Property Shall be Completed On or Before February 27, 2004. If Buyers Accept the Property, the Earnest Money Deposit Shall Become Nonrefundable at that Time.


Buyers' Initials

1-13-04
Date

Seller's Initials

Date

PATRICK BATES LAND COMPANY

SALES, ACQUISITIONS, CONSULTING, DEVELOPMENT

SUITE 250
127 SOUTH 500 EAST
SALT LAKE CITY, UTAH 84102

BUSINESS	801-521-4259
TOLL FREE	800-819-9920
CELLULAR	801-560-4259
TELEFACSIMILE	801-521-4466
RESIDENCE	801-546-0110

MEMORANDUM

Hand Delivered to Cary G. Peterson's Office in Salt Lake City

TO : Daren G. Peterson and Cary G. Peterson

RE : Copy of Affidavit of Well Use – Exception No. 16 in Title Insurance Commitment for the Idaho Side of the Fly Way River Ranch

DATE : February 23, 2004

Dear Gents:

Kay Beck just faxed the above-referenced document this morning.

This well has been used at least since 6-03-1981 for agricultural purposes and very probably for a good number of years prior to them.

When Rolf Esche bought the first part of the Ranch in October 1994, he insisted that the sellers sign this affidavit and then he had it recorded in the Bear River County Recorder's Office.

Sincerely,



C. Patrick Bates
President

INDEXED

AFFIDAVIT OF WELL USE

FLY WAY RIVER RANCH

Border, Wyoming

THIS IS TO CERTIFY that an agricultural well located in Section 20 (approx in SE 4) Township 14 S Range 46 E of the Boise Meridian was drilled and in use prior to the time we purchased the property on June 3, 1981 and has been used for agricultural purposes since that time.

Vernon Bailey Cindy Bailey
Virgil V. Bailey Mary F. Bailey

State of Idaho
County of Bear Lake

On this 17 day of October, 1994, before me, a Notary Public in and for said State, personally appeared V. VERNON BAILEY & CINDY BAILEY, and VIRGIL V. BAILEY & MARY F. BAILEY, known to me to be the persons whose names subscribed to the within instrument and acknowledged to me that they executed the same.

[Signature]
Notary Public for Idaho

Residing in Idaho

My commission Expires: 12-1-94



94 OCT 18 AM 9 22
Cindy Bailey
DEPUTY FEE

DEPUTY COUNTY RECORDER

160226

THE UNITED STATES OF AMERICA.

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, Constant Webster of Bear Lake County, Idaho has deposited in the GENERAL LAND OFFICE of the United States a CERTIFICATE OF THE REGISTER OF THE LAND OFFICE at Blackfoot, Idaho, whereby it appears that full payment has been made by the said Constant Webster according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands", and the acts supplemental thereto, for the South East quarter of the South West quarter of Section nine in Township fourteen South of Range forty-six East of Boise Meridian in Idaho, containing forty acres, according to the OFFICIAL PLAT of the Survey of the said Lands, returned to the GENERAL LAND OFFICE by the Surveyor General, which said Tract has been purchased by the said Constant Webster.

NOW KNOW YE, That the United States of America, in consideration of the premises, and in conformity with the several acts of Congress in such case made and provided, HAVE GIVEN unto the said Constant Webster, unto the said Constant Webster and to his heirs, the said tract of above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said Constant Webster and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as reserved by law, and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, William McKinley, President of the United States of America, have caused these letters to be made Patent, and the seal of the GENERAL LAND OFFICE to be hereunto affixed.

GIVEN under my hand at the City of Washington, the third day of May, in the year of our Lord one thousand eight hundred and Ninety seven, and of the Independence of the United States the one hundred and twenty-first.

By the President: William McKinley

(S E A L)

By M. McKean, Secretary.

Recorded, Vol. 9A, Page 359.

C. H. Brush,
Recorder of the General Land Office.

Recorded at the request of E. L. McClave Jan. 10th, 1922 at 50 min. past 10 o'clock A.M.

By Wm. J. J. J. Deputy. Silas L. Wright, Recorder.

DEED

26/222

Geo. D. Barnard Stationery Co. St. Paul

Day of January in the year of our Lord one thousand
 Lewis and Flora Lewis, husband and wife,

County of Bear Lake, State of Idaho, part 188 of the first part, and
 Mumford Brothers

County of Bear Lake

part 2 of the second part:

the first part, for and in consideration of the sum of

Five Hundred

them in hand paid by the said part 188 of the second part, the receipt whereof is hereby

given, sold, aliened, remised, released, conveyed and confirmed, and by these presents do

RELEASE, CONVEY and CONFIRM, unto the said part 188 of the second part, and to

all that certain piece or parcel of land, situated in the County of Bear Lake, State of Idaho, and known and described as

to-wit:

The south half of Southeast quarter, Section 9; the Northeast quarter, and
 half of Southeast quarter, Section 16; and the Northwest quarter of Southwest quarter
 the Southwest quarter of Northwest quarter Section 15; and Lot 1, Section 11; a
 Northwest quarter, and West half of Northeast quarter, Section 10; and the East
 Northeast quarter, Section 9; and the South east quarter of Southwest quarter, 3-
 and the Northeast quarter of Northwest quarter, and West half of Northeast quarter,
 the Southeast quarter of Southwest quarter, and the North half of Southeast quarter,
 tion 9; also, East half of Northeast quarter, and the North half of Southwest quarter,
 Section 10; Also, Lots 2 and 3, Section 11; all of above described lands in T-1-
 south, Range 46 East, Boise Meridian, containing approximately 1286.2 acres of

Together with all water rights belonging to or used upon the said lands,
 ularly those rights obtained from Raymond Creek and Thomas Park of Bear River.

\$10.50 collected I. R. St. Paul

IN THE PROBATE COURT OF BEAR LAKE COUNTY, STATE OF IDAHO.

35/483

In the matter of
Estate of THOMAS MOORE MUMFORD,
known as T. M. Mumford, also
as Thomas M. Mumford,
Deceased.

DECREE OF DISTRIBUTION
AND
ORDER SETTLING ACCOUNT.

The First and Final Account and Petition of Distribution of Royal D. Clark, Executor of said estate, coming on this day to be heard by the Court, and from the evidence presented, the Court finds:

1. That notice of hearing on said matters has been duly given as provided by law, and no objections have been filed by any person as to why said First and Final Account should not be settled as presented, and a Decree of Distribution be made in said estate.
2. That the said First and Final Account is true and the same should be allowed and settled as submitted.
3. That there are no taxes due and unpaid against said estate, except as noted in the First and Final Account.
4. That there are no inheritance taxes due and unpaid to the State of Idaho, against said estate.
5. That said estate is now in condition to be distributed when said First and Final Account is allowed and settled by the Court, at least as to a partial distribution, at this time.
6. That all of the residue, both real and personal property, is the community property of said Thomas Moore Mumford and Mary Edith Mumford, his surviving wife, having been acquired during their marriage, with community funds.

WHEREFORE, It is ordered and adjudged that said First and Final account, be and the same is hereby allowed and settled.

AND IT IS FURTHER ORDERED, that a partial distribution of the residue of said estate is decreed at this time, and which partial distribution is as to the community interest of said deceased, in the following described lands:

S $\frac{1}{2}$ SW $\frac{1}{4}$, sec. 4, SE $\frac{1}{4}$ SE $\frac{1}{4}$, sec. 5, NE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 8, W $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, sec. 9, being 360 acres.
E $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, sec. 9 being 320 acres. NW $\frac{1}{4}$, NE $\frac{1}{2}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$, sec. 10, being 400 acres.
Lot 1, 2, and 3, sec. 11, being 120 acres. SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, sec. 15, being 120 acres.
NE $\frac{1}{4}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$, sec. 16, being 240 acres. NE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$, NE $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, sec. 17, being 320 acres.
W $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, sec. 21, being 120 acres, all being in Township 14 S. R. 46 E. R. 6.
SW $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$, sec. 21, being 240 acres. SE $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$, sec. 21, being 320 acres.
Together with any and all water rights and water stock used upon or belonging to said lands.

That in accordance with the provisions of said Will of said deceased, the said described lands are distributed as follows:

- To Mary Edith Mumford, surviving wife, one-third interest.
- To Mittie Malone Mumford and Dewayne Wright Mumford, each, one sixth interest.
- To Mary E. Clark, Clara Clarissa Bedel, Thomas Emory Mumford, Sideon Max Mumford, Cornelia Maud Sparks and Della Jane Hill, each one-eighteenth interest.

Done this 15th day of November, 1938

PROBATE JUDGE

STATE OF IDAHO)
COUNTY OF BEAR LAKE) SS

I, Don C. Haddock, Clerk of the Probate Court of the State of Idaho, in and for Bear Lake County, do hereby certify that the within and foregoing is a full and true copy of the original Order Settling Final Account and Partial Decree of Distribution in the matter of the estate of Thomas Moore Mumford, also known as T. M. Mumford, deceased.
Duly filed in my office 15th day of November, 1938.

Measure, made this 26th day of November, 1938, by and between Mary E. Mumford; also known as Little Malone Mumford; Gideon Max Mumford; DeWayne W. Mumford; also known as Little Malone Mumford; of Salt Lake County, State of Utah; Clarissa Bedell, of Nevada; Della Hill, also known as Della Bedell, of Washoe County, State of Nevada; Della Hill, also known as Della Bedell, of Lincoln County, State of Wyoming; T.M. Mumford, also known as Della Bedell; Mary M. Clark, also known as Mary E. Clark; Cornella Clark, also known as Della Bedell; and Sparks; of Bear Lake County, State of Idaho; (being the father and mother of Thomas Moore Mumford, deceased) and John W. Mumford, also known as Della Bedell, of Bear Lake County, State of Idaho; the parties of the first part, do hereby certify that the foregoing is a correct and true copy of the original of the same, and a copy of the same is on file in the office of the undersigned, with its principal place of business at

of the first part are the owners of certain real estate and have mortgaged to The Federal Land Bank of Spokane, Idaho, a certain amount of the records of Bear Lake County, State of Idaho, in the sum of \$18,461.53; and

the value of the said premises does not exceed the indebtedness secured by said mortgage; and the first part are in default under the terms of said mortgage; and the second part has agreed to convey said property to the party of the second part in full payment of said mortgage, which has been accepted by the party of the second part;

AND, THEREFORE, in consideration of the sum of One (\$1.00) Dollar and other valuable considerations to them in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, the parties of the first part do hereby grant, bargain, sell and convey unto the party of the second part and to its successors and assigns, the following described premises situated in the County of Bear Lake, State of Idaho, to-wit:

The Southeast Quarter of the Southwest Quarter of Section 4; the Northeast Quarter of the Northwest Quarter, the Southeast Quarter of the Southwest Quarter, and the East Half of Section 5; the North Half of the Southwest Quarter, and the North Half, of Section 10; the Southwest Quarter of the Northwest Quarter, and the Northwest Quarter, of Section 11; the Southwest Quarter of Section 15; the North Half of the Southwest Quarter, and the Northeast Quarter, of Section 16; all in Township 14 South, Range 46, East of the Boise Meridian;

The Southeast Quarter of the Southeast Quarter of Section 5; the Southwest Quarter of the Southwest Quarter of Section 4; the Northwest Quarter of the Northwest Quarter, of Section 9; the Northeast Quarter of the Northeast Quarter of Section 8; all in Township 14 South, Range 46, East of the Boise Meridian;

The Southwest Quarter of the Southwest Quarter of Section 10; the North Half of the Southeast Quarter, the Northeast Quarter, the Northeast Quarter of the Northwest Quarter, the Northeast Quarter of the Southwest Quarter, of Section 17; the Northwest Quarter of the Southwest Quarter, the Southeast Quarter of the Northwest Quarter, the East Half of the Southwest Quarter, and the Southeast Quarter of Section 20; the South Half of the Southwest Quarter, the Northeast Quarter of the Southwest Quarter, the Northwest Quarter of the Southeast Quarter, the West Half of the Northeast Quarter of Section 21; all in Township 14 South, Range 46, East of the Boise Meridian;

together with all the tenements, hereditaments, rights, privileges and appurtenances thereto in anywise belonging; and together with all waters and water rights of every kind and description, however evidenced or manifested, which may be appurtenant to said premises or incident to ownership thereof, or used in connection therewith, and all water, and irrigation, and fixtures belonging to or used in connection with said premises; and all other things, and all stock in any National Farm Loan Association or the Federal Land Bank, subscribed for or held in connection with the loan, and the Federal Land Bank, by said mortgage on said property; subject to all encumbrances now or hereafter existing in title to said property.

TO HAVE AND TO HOLD, Said premises unto the party of the second part, their heirs and assigns forever.

This deed is an absolute conveyance of title in effect, and is not intended as a mortgage or security of any kind.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hands and their first alone written.

are the owners of certain re
Federal Land Bank of Spokan
of Bear Lake County, State of
1933; and

the indebtedness secured by
under the terms of said mortgage
of the second part in full payment of
the party of the second part;

the sum of One (\$1.00) Dollar and other valuable
of the second part, the receipt whereof is
the discharge of the said mortgage and the indebt
the party of the second part do hereby grant, bargain, sell and convey
and assigns, the following described
State of Idaho, to-wit:

the Southwest Quarter of Section 4; the Northeast Quarter
Quarter of the Southwest quarter, and the East Half
Quarter, and the North Half, of Section 10;
the Southwest quarter of the Northwest Quarter, and the North
Quarter, of Section 15; the North Half of the Southeast quarter,
Section 16; all in Township 14 South, Range 46, East of the

Quarter of the Southeast Quarter of Section 5; the Southwest Quarter
Quarter of Section 4; the Northwest Quarter of the Northwest Quarter, of
Quarter of the Northeast Quarter of Section 8; all in Township 14
South of the Boise Meridian;

the Northeast Quarter of the Southwest Quarter of Section 15; the North Half of the
Quarter, the Northeast Quarter of the Northwest Quarter, and
Quarter of the Southwest Quarter, of Section 17; the Northwest Quarter of the South-
Quarter, the Southeast Quarter of the Northwest Quarter, the East Half of the Southwest
Quarter, and the Southeast Quarter of Section 20; the South Half of the Southwest Quarter, the
Northeast Quarter of the Southwest Quarter, the Northwest Quarter of the Southeast quarter, and
the West Half of the Northeast Quarter of Section 21; all in Township 14 South, Range 46, East
of the Boise Meridian;

together with all the tenements, hereditaments, rights, privileges and appurtenances thereto
belonging; and together with all waters and water rights of every kind and description,
however evidenced or manifested, which may be appurtenant to said premises or incident to the
ownership thereof, or used in connection therewith, and all watering and irrigating canals
and fixtures belonging to or used in connection with said premises; and together with any
and all stock in any National Farm Loan Association or the Federal Land Bank of Spokan, sub-
scribed for or held in connection with the loan from The Federal Land Bank of Spokan, secured
by said mortgage on said property; subject to all encumbrances now of record affecting the
title to said property.

TO HAVE AND TO HOLD, Said premises unto the party of the second part, its successors
and assigns forever.

This deed is an absolute conveyance of title in effect, as well as in form, and is
not intended as a mortgage or security of any kind.

IN WITNESS WHEREOF, The parties of the first part have executed this instrument
the day and year first above written.

PAUL L. HARTFORD
JAMES L. HARTFORD
JAMES L. HARTFORD
JAMES L. HARTFORD
JAMES L. HARTFORD
JAMES L. HARTFORD
JAMES L. HARTFORD
JAMES L. HARTFORD
JAMES L. HARTFORD
JAMES L. HARTFORD

Witness called for, Library Stamps attached.

STATE OF IDAHO)
COUNTY OF BEAR LAKE) ss

(SEAL)

W. L. Johnson
Notary Public for the State of
Residing at Boise, Idaho.

Recorded at the request of A. E. Leeright; 9:30 A.M.; Feb. 23, 1951; Book 42 of Deeds at
page 500.
By Sam V. Tunks DEPUTY
Fee: \$1.75

Sam V. Tunks, Recorder

No. 64846.

WARRANTY DEED

42/501

THIS INDENTURE, made this 30th day of November, 1950, between THE FEDERAL LAND BANK OF SPOKANE, a corporation organized and existing under the Act of Congress known as the Federal Farm Loan Act, as amended, with its principal place of business in the City of Spokane, County of Spokane, State of Washington, the party of the first part, and Harold D. Walter and Julia P. Walter, husband and wife; and Reuben Walter and Blanche Walter, husband and wife, parties of the second part,

WITNESSETH: That the party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, does by these presents Grant, Bargain, Sell, Convey and Warrant to the parties of the second part, and to their heirs and assigns forever; the following described real estate, situate in the County of Bear Lake, State of Idaho, to-wit:

The South Half of the Southwest Quarter of Section 4; the North Half of the Northwest Quarter, the Southeast Quarter of the Southwest Quarter, and the East Half, of Section 9; the North Half, and the North Half of the Southwest Quarter, of Section 10; Lots 1, 2, and 3 of Section 11; the Southwest Quarter of the Northwest Quarter, and the West Half of the Southwest Quarter, of Section 15; the Northeast Quarter, and the North Half of the Southeast Quarter, of Section 16; the Northeast Quarter, the Northeast Quarter of the Northwest Quarter, the Northeast Quarter of the Southwest Quarter, and the North Half of the Southeast Quarter, of Section 17; the Southeast Quarter of the Northwest Quarter, the East Half of the Southwest Quarter, and the Southeast Quarter, of Section 20; and the West Half of the Northeast Quarter, the Northeast Quarter of the Southwest Quarter, the South Half of the Southwest Quarter, and the Northwest Quarter of the Southeast Quarter, of Section 21; all in Township 14 South, Range 46 East of the Boise Meridian.

\$22.00 Cancelled Documentary Stamps affixed.

Together with all the tenements, hereditaments, rights, privileges and appurtenances thereunto belonging, and all waters and water rights, and all watering and irrigating apparatus and fixtures which are appurtenant to or incident to the ownership of said premises; but nothing herein contained shall be construed as a warranty of any water right

To Have and To Hold said premises unto the parties of the second part, their heirs and assigns forever, subject to the following:

1. Unpaid taxes, assessments and water charges, including but not limited to those levied or imposed by the United States Reclamation or Indian Service or by any water or irrigation or drainage district or company, and all other unpaid charges, liens or assessments imposed by or pursuant to law on the above described property including any and all deferred charges, becoming due subsequent to the year 1939.
2. Any lien imposed by law by reason of the outstanding indebtedness of any drainage, irrigation or other special improvement district; and any lien or encumbrance revived or placed on said property by, through or under the parties of the second part.
3. The exceptions, provisions and reservations contained in patents or deeds from the United States of America, or the state in which said land is situate, or in deeds from railway companies; and any and all easements, rights of way for railroads, roads or highways or other servitudes.

The party of the first part hereby covenants that, except as hereinabove stated, it will forever Warrant and Defend the title to said premises and the quiet and peaceable possession thereof unto the said parties of the second part, or their assigns, against

...or to claim the same.

...caused its corporate name to be
...by the proper and duly authorized

THE FEDERAL LAND BANK OF SPOKANE

By S. C. Fish
Vice-President.

STATE OF WASHINGTON
County of Spokane

On this 15th day of February 1951, before me, (a notary public in and for the above named state) personally appeared S. C. Fish, to me known to be Vice-President of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and that it executed the same, and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

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

(SEAL)

My commission expires October 7, 1951.

Approved E.C.P. Attorney

Recorded at the request of John B. Hoge; 10:00 A.M.; Feb. 23, 1951; Book 42 of Deeds at page 501.

By Paula S. Eaton Deputy
Fee: \$2.25

E. C. Prestbye

Notary Public in and for the State of
Washington Residing at Spokane, Washington.

Sam V. Tunks, Recorder.

No. 64849. IN THE PROBATE COURT OF BEAR LAKE COUNTY STATE OF IDAHO.

IN THE MATTER OF THE ESTATE

of

HENRY CARL STOCKER, also known
as HENRY C. STOCKER, deceased.

DECREE ESTABLISHING TIME OF DEATH OF HENRY
CARL STOCKER, ALSO KNOWN AS HENRY C. STOCKER,
AND DETERMINING THE HEIRS OF SAID DECEASED,
THEIR DEGREE OF KINSHIP AND THE RIGHT OF DESCENT
OF REAL PROPERTY BELONGING TO SAID DECEASED.

The hearing on the petition of Jennie S. Rich, praying for a decree of this court establishing the time of death of Henry Carl Stocker, also known as Henry C. Stocker and determining the heirs of said deceased, their degree of kinship and the right of descent of the real property belonging to said deceased, particularly described in said petition, came on regularly to be heard this 23rd day of February, 1951, the said petitioner appearing in person and by and through her attorney, D. E. Haddock, of Paris, Idaho, and no one else appearing either in person or by any other party, and it appearing to the court that said petition was filed herein on the 15th day of January, 1951, and that on the 8th day the judge of this court fixed the 23rd day of February, 1951, at two o'clock P.M. of said day, at the court room of this court, in the county court house, at Paris, Idaho, as the time and place for hearing on said petition; That thereafter due and proper notice of the time and place of said hearing was given to all parties interested in said estate.

Figure 1. Schematic representation of the experimental design. The subjects were divided into two groups: the control group (CG) and the experimental group (EG). The CG was divided into two subgroups: the control group (CG) and the control group (CG). The EG was divided into two subgroups: the experimental group (EG) and the experimental group (EG). The subjects were divided into two groups: the control group (CG) and the experimental group (EG). The CG was divided into two subgroups: the control group (CG) and the control group (CG). The EG was divided into two subgroups: the experimental group (EG) and the experimental group (EG).

47/492

to have and to hold the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that said premises are free from all incumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

Harold D. Walter

Reuben Walter

On this 20 day of August, 1959, before me, the undersigned, a Notary Public in and for said State, personally appeared Harold D. Walter and Julia P. Walter; and Reuben Walter and Blanche S. Walter known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

(TAFS)

My commission expires May
 September 2, 1959. Book 17

Sam V. Tunç. Director.

No. 77427.

IN THE PROBATE COURT OF BEAR RIVER COUNTY
STATE OF UTAH

THE
FACULTY
OF
THE
LIBRARY
OF THE
UNIVERSITY OF
TORONTO

102663

Warranty Deed

THIS INDENTURE, Made this 1st day of February, in the year of our Lord One Thousand Nine Hundred and Seventy-four, between Harold D. Walter and Julia P. Walter, husband and wife, of Star Route, Montpelier, County of Bear Lake, State of Idaho, the parties of the first part, and Phoenix Land & Cattle Co., a co-partnership, consisting of Gerald R. Johnson and Charles E. Polker of Greeley, County of Weld, State of Colorado the part y of the second part:

WITNESSETH: That the said part ies of the first part, for and in consideration of the sum of TWO HUNDRED EIGHTY FIVE THOUSAND AND NO/100 - - - - - DOLLARS, lawful money of the United States of America, to them in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged

, do by these presents, Grant, Bargain, Sell and Convey and Confirm unto said part y of the second part, and to its successors and assigns forever: All that certain lot of land situate, lying and being in the County of Bear Lake, State of Idaho, bounded and more particularly described as follows, to-wit:

Township 14, South, Range 46 East of the Boise Meridian:

- Section 9: W1/4, E1/4, E1/2, S1/2, also all that portion of the SE1/4 of said Section 9, lying South of U. S. Highway 30 North.
Section 15: SW1/4, NW1/4.
Section 16: NE1/4, N1/2, EXCEPT THEREFROM any portion lying within the right of way of U. S. Highway 30 North.
Section 17: E1/2, E1/4, EXCEPT THEREFROM any portion lying within the right of way of U. S. Highway 30 North.
Section 20: E1/2, E1/4.
Section 21: W1/2, NW1/4, NW1/2, SE1/4.

The above described premises are presently subject to that certain Mortgage executed by Harold D. Walter and Julia P. Walter, husband and wife, to the Federal Land Bank of Spokane, a corporation, to secure the payment of \$32,000.00 and interest; dated August 14, 1959, recorded August 28, 1959, in Book 26 of Mortgages at page 396, under recorder's instrument No. 77407, records of Bear Lake County, Idaho, which said mortgage the parties of the first part shall pay according to the terms thereof so as to clear title.

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the said part y of the second part, and to its successors and assigns forever. And the said part ies, of the first part, and their heirs the said premises in the quiet and peaceable possession of the said part y of the second part its successors and assigns against the said part ies of the first part, and their heirs and against all and every person or persons whomsoever, lawfully claiming or to claim, the said part y shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Harold D. Walter [Seal]
HAROLD D. WALTER
Julia P. Walter [Seal]
JULIA P. WALTER

_____ [Seal]
_____ [Seal]

STATE OF IDAHO,
County of Bear Lake.

On this

7th

day of

March

in the year 1974, before me

the undersigned,

a Notary Public

in and for said County and State, personally appeared

Harold D. Walter and Julia P. Walter, husband and wife,

known to me to

be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Arden L. Van Almen
Notary Public.

Residence and P. O. Address *Soda Springs* Idaho.
My commission expires *2-14-77*

102633

WARRANTY DEED

Harold D. Walter and Julia P.
Walter, husband and wife,

TO

Phoenix Land & Cattle Co.
a co-partnership.

Dated February 1st, 1974.

STATE OF IDAHO,

County of Bear Lake.

ss.

I hereby certify that this instrument was filed for
record in the office of

City & Ranch Realty

at 05 minutes past 1

o'clock P. M., this 8th day

of March, A. D. 1974.

in my office and duly recorded in Microfilm

XXXXXX Records of said County.

Amos B. Hulse
Deputy Recorder.

By *Seamus Parker*
Deputy.

Fee, \$ 2.00

610 PHOENIXBORO, INC., PHOENIX, ARIZONA

INDEXED

WARRANTY DEED

105-35
STATE OF IDAHO
County of Bear Lake
Date: August 5, 1975
Time: 10:00 AM
No. Microfilmed
Clerk Betty Wallent
Jeannine [Signature]

THIS INDENTURE, Made this 30th day of July
in the year of Lord One Thousand Nine Hundred and Seventy-five, INDEXED
between PHOENIX LAND & CATTLE CO., a co-partnership, consisting of
GERALD R. JOHNSON AND CHARLES E. FELKER of Greeley. County of Weld,
State of Colorado, The parties of the first part, and LINDA MCGOY
of Star Route, Montpelier, County of Bear Lake, State of Idaho,
the party of the second part.

WITNESSETH: That the said parties of the first part, for and in
consideration of the sum of FOUR HUNDRED THOUSAND AND NO/100 DOLLARS,
lawful money of the United States of America, to them in hand paid by the
said party of the second part, the receipt whereof is hereby
acknowledged

,do by these presents, Grant, Bargain, Sell and Convey
and confirm unto said party of the second part, and to her successors
and assigns forever: All that certain lot , piece or parcel of
land situate, lying and being in the County of Bear Lake, State of
Idaho, bounded and more particularly described as follows, to-wit:

Township 14 South, Range 46 East of the Boise Meridian:

Section 9: W $\frac{1}{2}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$,

ALSO, all that portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 9,
lying South of U.S. Highway 30 North.

Section 15: SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$

Section 16: NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, EXCEPT THEREFROM any portion lying within
the right of way of U.S. Highway 30 North.

Section 17: E $\frac{1}{2}$ W $\frac{1}{2}$, E $\frac{1}{2}$, EXCEPT THEREFROM any portion lying within
the right of way of U.S. Highway 30 North.

Section 20: E $\frac{1}{2}$ W $\frac{1}{2}$, E $\frac{1}{2}$.

Section 21: W $\frac{1}{2}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$.

Together with all water and water rights pertinent thereto and 1/2
of all oil, gas, and minerals rights, First party having reserved
1/2.

The above described premises are presently subject to that certain certain Mortgage executed by Harold D. Walter and Julia P. Walter, husband and wife, to the Federal Land Bank of Spokane, a corporation, to secure the payment of \$32,000.00 and interest; dated August 14, 1959, recorded August 28, 1959, in Book 26 of Mortgages at page 396, under recorder's instrument No. 77407, records of Bear Lake County, Idaho, which said mortgage the Walters shall pay according to the terms thereof so as to clear title.

The above described premises are presently subject to that certain mortgage executed by Phoenix Land & Cattle Co., a co-partnership, to Harold D. Walter and Julia P. Walter to secure the payment of \$240,000.00 and interest; dated February 2, 1974, recorded March 8, 1974 in Microfilm Records of Bear Lake County, Idaho, which said mortgage Linda McCoy, second party, assumes and shall pay according to the terms so as to clear title.

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and priveleges thereunto incident unto the said party of the second part, and to her successors and assigns forever. And the said parties of the first part, and their heirs the said premises in the quiet and peaceable possession of the said party of the second part her successors and assigns against the said parties of the first part, and their heirs and against all and every person or persons whomsoever, lawfully claiming or to claim the sum shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, The said parties of the first part have
hereunto set their hands and seals the day and year first
above written.

Signed, Sealed and Delivered in the Presence of

Notary Public

June C. Clegg
Exp 3/22/79

PHOENIX LAND & CATTLE CO.
A co-partnership

Gerald R. Johnson
Charles E. Johnson

RECORDER note:

Please return to Linda McCoy
5th Route #1
Montpelier Idaho

INDEXED

111978

STATE OF IDAHO

County of Bear Lake

Date May 17, 1977

Time 4:30 P.M.

No. Microfilmed

Clerk Betty Wallentine

Jeanine Parker, Deputy

QUITCLAIM DEED

THIS INDENTURE, made this 13th day of May, 1977, between LINDA McCOY, of Star Route, Montpelier, County of Bear Lake, and State of Idaho, the Party of the first part and RAY A. POLVERINI, mailing address 941 Boone Circle, Anaheim, California, the Party of the second part.

WITNESSETH, that the said Party of the first part, for and in consideration of the sum of valuable consideration and Ten (\$10.00) Dollars lawful money of the United States of America, to the Party of the first part in hand paid by the Party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and by these presents, does grant, bargain, sell, and convey and confirm unto the said Party of the second part, and to the Party of the second part's heirs and assigns, forever, all the following described real estate situated in Township 14 South, Range 46 East of the Boise Meridian, County of Bear Lake, and State of Idaho, to-wit:

- Section 9: W $\frac{1}{2}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$.
ALSO, all that portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 9, lying South of U. S. Highway 30 North.
- Section 15: SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$.
- Section 16: NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, EXCEPTING THEREFROM any portion lying within the right-of-way of U. S. Highway 30 North.
- Section 17: E $\frac{1}{2}$ W $\frac{1}{2}$, E $\frac{1}{2}$, EXCEPTING THEREFROM any portion lying within the right-of-way of U. S. Highway 30 North.
- Section 20: E $\frac{1}{2}$ W $\frac{1}{2}$, E $\frac{1}{2}$.
- Section 21: W $\frac{1}{2}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$.

Together with all water and water rights pertinent thereto and one-half ($\frac{1}{2}$) of all oil, gas, and mineral rights.

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, and rents, issues, and profits thereof; and all estate, right, title, and interest in and to the said property, as well in law as in equity, of the said Party of the first part.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises together with the appurtenances unto the Party of the second part, and to Party of the second part's heirs and assigns forever. The said Party of the first part, and said Party of the first part's heirs grant, bargain, sell, and convey by these presents, any and all interest that she has and might hereafter acquire to the Party of the second part and the Party of the second part's heirs and assigns, against the said Party of the first part.

IN WITNESS WHEREOF, the said Party of the first part hereunto has set her hand.



LINDA MCCOY.)

STATE OF WYOMING)
) SS
COUNTY OF LINCOLN)

On this 15th day of May in the year 1977, before me, O. DAVID GARDNER, a Notary Public in and for the said State, personally appeared LINDA MCCOY, 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.





NOTARY PUBLIC
Residing in Afton, Lincoln
County, Wyoming

My commission expires: July 30, 1979

138182

WARRANTY DEED

STATE OF IDAHO	
County of Bear Lake	
Date	7-10-85
Time	11:32 AM
Deputy	Joan P. Eborn
Clerk	Joan P. Eborn
Fee	14.00

THIS INDENTURE, made this 10th day of June, 1985,
between RAY A. POLVERINI and GLADYS M. POLVERINI, husband and wife,
of Anaheim, County of Orange, State of California, the Parties of
the First Part and V. VERNON BAILEY, a single man, and VIRGIL V.
BAILEY and MARY F. BAILEY, husband and wife, of Cokeville, County
of Lincoln, State of Wyoming, whose mailing address is P. O. Box
278, Cokeville, Wyoming 83114, the Parties of the Second Part,

WITNESSETH: That the said Parties of the first part, for
and in consideration of the sum of Ten and No/100ths Dollars
(\$10.00), lawful money of the United States of America, together
with other good and valuable considerations, to them in hand paid
by the Parties of the Second Part, the receipt whereof is hereby
acknowledged, have granted, bargained, sold, and by these presents,
do grant, bargain, sell and convey and confirm unto the said
Parties of the Second Part, and to their heirs and assigns,
forever, all of the following described real estate, situate in the
County of Bear Lake, State of Idaho, to-wit:

BEAR LAKE COUNTY, IDAHOTownship Fourteen (14) South, Range Forty-six (46), E.B.M.

Section Nine (9): West Half Southeast Quarter
(W1/2SE1/4); East Half Southwest Quarter (E1/2SW1/4); and
that part of Southeast Quarter Southeast Quarter
(SE1/4SE1/4) lying South of U.S. Highway 30 North.

Section Fifteen (15): Southwest Quarter Northwest Quarter
(SW1/4NW1/4); and West Half Southwest Quarter (W1/2SW1/4).

Section Sixteen (16): Northeast Quarter (NE1/4); and
North Half Southeast Quarter (N1/2SE1/4), EXCEPTING
THEREFROM any portion lying within the right-of-way of U.
S. Highway 30 North.

Section Seventeen (17): East Half West Half (E1/2W1/2); East Half (E1/2), EXCEPTING THEREFROM any portion lying within the right-of-way of U.S. Highway 30 North

Section Twenty (20): East Half West Half (E1/2W1/2); and East Half (E1/2).

Section Twenty-one (21): West Half (W1/2); West Half Northeast Quarter (W1/2NE1/4); and Northwest Quarter Southeast Quarter (NW1/4SE1/4).

RESERVING UNTO GRANTORS, THEIR HEIRS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, FROM ALL OF THE ABOVE DESCRIBED REAL PROPERTY, THE FOLLOWING:

An undivided two percent (2%) interest in and to all oil and gas royalties subsequently received by grantees, their heirs, personal representative, administrators, successors or assigns, from any of the above described real property tracts, the subject of this Warranty Deed.

SUBJECT TO:

1. Taxes and assessments for the year 1981 and all subsequent years.
2. All conditions, restrictions, reservations, easements, rights, rights-of-way, road rights-of-way, zoning ordinances, and governmental regulations of record.
3. POLE LINE EASEMENT dated May 10, 1945, executed by HAROLD D. WALTER and JULIA P. WALTER, husband and wife, as Grantors to UTAH POWER & LIGHT COMPANY, as Grantee, recorded February 2, 1946 under Instrument Number 57007 in Book 6 of Miscellaneous at page 234, records of Bear Lake County, State of Idaho.

4. EASEMENT dated July 2, 1963, executed by HAROLD D. WALTER and JULIA P. WALTER, husband and wife, as Grantors to THE STATE OF IDAHO, as Grantee, recorded August 27, 1963 under Instrument Number 83990 in Book 11 of Miscellaneous at page 602, records of Bear Lake County, State of Idaho.

5. A mortgage securing an indebtedness of \$32,000.00 and interest, dated August 14, 1959, and recorded August 28, 1959, in Book 26 of Mortgages at page 396, Instrument Number 77407, records of Bear Lake County, Idaho.

Mortgagor: Harold D. Walter and Julia P. Walter, husband and wife

Mortgagee: The Federal Land Bank of Spokane

6. A mortgage securing an indebtedness of \$240,000.00 and interest, dated February 1, 1974, and recorded March 8, 1974, as Microfilm Instrument Number 102634, records of Bear Lake County, Idaho.

Mortgagor: Phoenix Land & Cattle Company, a co-partnership consisting of Gerald R. Johnson and Charles E. Felker.

Mortgagee: Harold D. Walter and Julia P. Walter, husband and wife.

7. Warranty Deed dated July 30, 1975, and recorded August 5, 1975, as Microfilm Instrument Number 105856, records of Bear Lake County, Idaho, whereby grantor reserved 1/2 of all oil, gas, and mineral rights, in the property described in Schedule "A".

Grantor: Phoenix Land and Cattle Co., a co-partnership consisting of Gerald R. Johnson and Charles E. Felker.

Grantee: Linda McCoy.

8. QUIT CLAIM DEED dated March 28, 1980, executed by PHOENIX LAND & CATTLE COMPANY, a co-partnership consisting of GERALD R. JOHNSON and CHARLES E. FELKER, as Grantor to GERALD R. JOHNSON, a single man, as Grantee, an undivided one-quarter (1/4) interest in and to all mineral rights in the property described in Schedule "A", the subject of Bear Lake County Recorder's Instrument Number 121484, recorded April 10, 1980, records of Bear Lake County, State of Idaho.

9. QUIT CLAIM DEED dated March 28, 1980, executed by PHOENIX LAND & CATTLE COMPANY, a co-partnership consisting of GERALD R. JOHNSON and CHARLES E. FELKER, as Grantor to CHARLES E. FELKER, a single man, as Grantee, an undivided one-quarter (1/4) interest in and to all mineral rights in the property described in Schedule "A", the subject of Bear Lake County Recorder's Instrument Number 121485, recorded April 10, 1980, records of Bear Lake County, State of Idaho.

10. OIL AND GAS LEASE dated January 20, 1982, executed by V. VERNON BAILEY, JR., VIRGIL V. BAILEY and MARY F. BAILEY, as Grantor to GULF OIL CORPORATION as Grantee, recorded March 11, 1982, under Microfilm Instrument Number 127661, records of Bear Lake County, State of Idaho.

11. OIL AND GAS LEASE dated January 20, 1982, executed by GERALD RAYMOND JOHNSON, aka Gerald R. Johnson, aka Jerry Johnson, a single man, to GULF OIL CORPORATION as Grantee, recorded March 11, 1982, under Microfilm Instrument Number 127662, records of Bear Lake County, State of Idaho.

12. OIL AND GAS LEASE dated January 20, 1982, executed by CHARLES E. FELKER, aka Charles Eugene Felker, a single man, to GULF OIL CORPORATION as Grantee, recorded March 11, 1982, under Microfilm Instrument Number 127663, records of Bear Lake County, State of Idaho.

13. SAID OIL AND GAS LEASE AFFECTED BY THE FOLLOWING INSTRUMENT:

Subordination of Mortgage, dated April 5, 1982, executed by Charles E. Felker aka Charles Eugene Felker, and recorded May 10, 1982, as Microfilm Instrument Number 128159, records of Bear Lake County, Idaho.

AFORESAID OIL AND GAS LEASES, SHOWN AS ITEMS 11, 12, and 13 ARE AFFECTED BY THE FOLLOWING INSTRUMENTS, TO-WIT:

a. Subordination of Mortgage, dated May 25, 1982, executed by Julia P. Walter, and recorded June 23, 1982, as Microfilm Instrument Number 128555, records of Bear Lake County, Idaho.

b. Limited Assignment by Gulf of Oil and Gas Lease, dated June 30, 1982, and recorded September 17, 1982, as Microfilm Instrument Number 129125, records of Bear Lake County, Idaho.

Assignor: Gulf Oil Corporation
Assignee: Pennzoil Company, a 50% interest

c. Limited Assignment by Gulf of Oil and Gas Lease, dated June 30, 1982, and recorded July 5, 1983, as Microfilm Instrument Number 131904, records of Bear Lake County, Idaho.

Assignor: Gulf Oil Corporation
Assignee: Pennzoil Company, a 50% interest

TOGETHER WITH all the right, title and interest of parties of the first part in and to the mineral, oil and gas rights associated with the real property tracts above described, excepting the undivided 2 percent interest in and to the oil and gas

royalties received by grantees, their heirs, personal representatives, administrators, successors and assigns and further together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, and rents, issues and profits thereof, all water rights and rights of ditches, canals, and laterals and rights-of-way therefore appurtenant to said premises or used in conjunction therewith now/or at any time during the existence of this mortgage, including but not necessarily limited to 250 miner's inches with priority of September 15, 1884, decreed from Thomas Fork Creek; 70 miner's inches with priority of September 15, 1884, decreed from Thomas Fork Creek; 190 miner's inches with priority of June 15, 1885, decreed from Thomas Fork Creek, together with any and all interest of First Parties in and to State of Idaho Application for Permit, assigned Identification Number 117137 issued by the Department of Reclamation, State of Idaho, and State of Idaho Application for Permit assigned Identification Number 117138 issued by the Department of Reclamation, State of Idaho.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises together with the appurtenances unto the Parties of the Second Part, and to their heirs and assigns forever. And the said Parties of the First Part, and their heirs, the said premises in the quiet and peaceable possession of the said Parties of the Second Part, their heirs and assigns, against the said Parties of the First Part, and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, the said Parties of the First Part
have hereunto set their hands and seals the day and year first
above written.

Ray A. Polverini
Ray A. Polverini

Gladys M. Polverini
Gladys M. Polverini

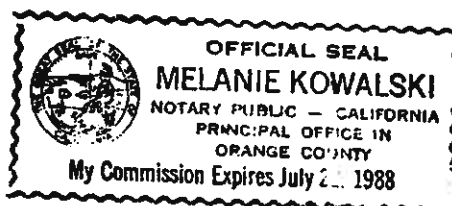
STATE OF CALIFORNIA)
County of Orange) ss.

On this 10 day of June, in the year 1985, before me,
the undersigned, a Notary Public in and for said State, personally
appeared RAY A. POLVERINI and GLADYS M. POLVERINI, husband and
wife, known to me to be the persons whose names are subscribed to
the within instrument, and acknowledged to me that they executed
the same.

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

(SEAL)

2208b



Melanie Kowalski
Notary Public for State of California
Residing at Orange, CA
My Commission Expires: 1988

WARRANTY DEED

INDEXED

For Value Received,

V. VERNON BAILEY AND CINDY BAILEY, HUSBAND AND WIFE; AND
VIRGIL V. BAILEY AND MARY F. BAILEY, HUSBAND AND WIFE,
Of PO BOX 278, COKEVILLE, County of LINCOLN, State of WY., 83114,

THE GRANTOR(S),

do hereby, grant, bargain, sell, and convey unto

ROLF M. ESCHÉ AND ELIZABETH M. ESCHÉ, HUSBAND AND WIFE.,
Of 59-299 ALAPIO ROAD, HALEIWA, State of HI., 96712,

THE GRANTEE(S),

For the sum of ten dollars and other good and valuable consideration, the following described tract of land in the County of
BEAR LAKE, State of Idaho:

TOWNSHIP 14 SOUTH, RANGE 46 EAST OF THE BOISE MERIDIAN:

Section 9: W1/2SE1/4; E1/2SW1/4.

Section 15: SW1/4NW1/4; W1/2SW1/4.

Section 16: NE1/4; N1/2SE1/4; EXCEPTING THEREFROM any portion lying
within the right-of-way of U.S. Highway 30 North.

Section 17: E1/2W1/2; E1/2, EXCEPTING THEREFROM any portion lying
within the right-of-way of U.S. Highway 30 North.

Section 20: E1/2W1/2; E1/2.

Section 21: W1/2; W1/2NE1/4; NW1/4SE1/4.

TOGETHER WITH all water rights owned by Grantors including easements and
Rights of Way, including canals and ditches of such waters (see attached
Exhibit A).

To have and to hold the said premises, with their appurtenances unto the said Grantee(s), their heirs and assigns forever. And
the said Grantor(s) hereby covenant to and with the said Grantee(s) that they are the owner(s) in fee simple of said premises;
that they are free from all incumbrances, and that they will warrant and defend the same from all lawful claims whatsoever.

DATED THIS 17TH DAY OF OCTOBER, 1994.

V. Vernon Bailey
V. VERNON BAILEY
Virgil V. Bailey
VIRGIL V. BAILEY

Cindy Bailey
CINDY BAILEY
Mary F. Bailey
MARY F. BAILEY

STATE OF IDAHO, COUNTY OF BEAR LAKE

On this 17th day of October, 1994, before me a Notary Public in
and for the State, personally appeared

V. VERNON BAILEY & CINDY BAILEY, H/W;
AND VIRGIL V. BAILEY & MARY F. BAILEY, H/W

known to me to be the person(s) whose name(s) are subscribed to the
within instrument, and acknowledged to me that they executed the same.

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

Ken Beach
Notary Public
Residing at: OVID, IDAHO
My Commission Expires: 12/01/94



MAIL TAX NOTICE TO: ROLF M. ESCHÉ AND ELIZABETH M. ESCHÉ
59-299 ALAPIO ROAD, HALEIWA, HI 96712

94 OCT 18 PM 9 18
Cindy Bailey
FEE \$10.00

160224

EXHIBIT "A"

160224

Including the following water rights from the Thomas Fork of the Bear River (original appropriator C. Webster) according to the Fawsett Decree in the Fifth Judicial District Court of Idaho, dated February 20, 1902:

11-00105

5.00 Second - Feet being 250 miner's inches of water, diverted from the Hamilton Dam, of date September 25, 1884;

11-00106

5.20 Second - Feet, being 260 miner's inches, diverted from Webster, Ours & Dalton Ditch, 70 inches of date September 15, 1884, balance [190 inches] of date June 15th, 1885; and

The following water wights from the Bear River in the Border Irrigation Company delivered through the Cock Canal:

220 shares to be transferred to the Buyers by a stock certificate to be held in escrow by First Idaho Title Company in Montpelier, Idaho, until the escrow is paid in full by the Buyers.

DATED: 17 October 1994

Buyer Initial:

Sh
ee

Seller Initial:

U.B. C.B.
J.B. JB

168384

BEAR LAKE COUNTY RECORDER
JOAN P. EBORN

97 DEC 15 PM 2 21
Cindy
DEPUTY FEE \$9.00

Recording requested by and
when recorded mail to:

INDEXED

ROLF M. ESCHE
ELIZABETH M. ESCHE
18836 Rockinghorse Lane
Huntington Beach, CA 92648

The Documentary transfer tax is \$-0-.


ROLF M. ESCHE

This conveyance transfers the grantors' interest into their revocable living trust.

QUITCLAIM DEED

ROLF M. ESCHE and ELIZABETH M. ESCHE hereby remise, release and quitclaim to ROLF M. ESCHE and ELIZABETH M. ESCHE as trustees of the ESCHE TRUST dated December 11, 1997, all of their right, title and interest in and to the real property in the County of Bear Lake, State of Idaho, described as follows:

TOWNSHIP 14 SOUTH, RANGE 46 EAST OF THE BOISE MERIDIAN:

Section 9: W1/2SE1/4; E1/2SW1/4.

Section 15: SW1/4NW1/4; W1/2SW1/4.

Section 16: NE1/4; N1/2SE1/4; EXCEPTING THEREFROM any portion lying within the right-of-way of U.S. Highway 30 North.

Section 17: E1/2W1/2; E1/2, EXCEPTING THEREFROM any portion lying within the right-of-way of U.S. Highway 30 North.

Section 20: E1/2W1/2; E1/2.

Section 21: W1/2; W1/2NE1/4; NW1/4SE1/4.

TOGETHER WITH all water rights owned by Grantors including easements and Rights of Way, including canals and ditches of such waters (see attached Exhibit A).

MAIL TAX STATEMENTS TO: ROLF M. ESCHE & ELIZABETH M. ESCHE, Trustees
18836 Rockinghorse Lane, Huntington Beach, CA 92648

WTG3 OTIP 081497 WT97767 TABS768

168384

SUBJECT TO RIGHTS AND RESERVATIONS OF RECORD, IF ANY.

The above grantors are husband and wife and it is their intention to confirm this property as community property. This document is given to accomplish that intent and mutual desire and wish that the above-described property be so vested in their Revocable Living Trust as their community property.

Dated: DEC 11 1997


ROLF M. ESCHE


ELIZABETH M. ESCHE

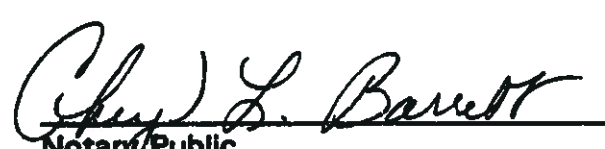
ACKNOWLEDGMENT
[CC 1180 ET SEQ.]

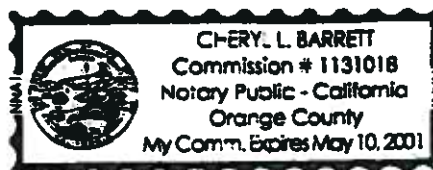
State of California)
) ss.
County of Orange)

On DEC 11 1997, before me, CHERYL L. BARRETT, a Notary Public in and for the State of California, personally appeared ROLF M. ESCHE and ELIZABETH M. ESCHE, proven to me, on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal.

NOTARY SEAL


Notary Public



MAIL TAX STATEMENTS TO: ROLF M. ESCHE & ELIZABETH M. ESCHE, Trustees
18836 Rockinghorse Lane, Huntington Beach, CA 92648

Including the following water rights from the Thomas Fork of the Bear River (original appropriator C. Webster) according to the Fawcett Decree in the Fifth Judicial District Court of Idaho, dated February 20, 1902:

11-00105

5.00 Second - Feet being 250 miner's inches of water, diverted from the Hamilton Dam, of date September 25, 1884;

11-00106

5.20 Second - Feet, being 260 miner's inches, diverted from Webster, Ours & Dalton Ditch, 70 inches of date September 15, 1884, balance [190 inches] of date June 15th, 1885; and

The following water wights from the Bear River in the Border Irrigation Company delivered through the Cook Canal:

220 shares to be transferred to the Buyers by a stock certificate to be held in escrow by First Idaho Title Company in Montpelier, Idaho, until the escrow is paid in full by the Buyers.

DATED: 17 October 1994

Buyer Initial:

He
ce

Seller Initial:

H.B. C.B.
D.B. DB

WARRANTY DEED

For Value Received,

ELIZABETH M. ESCHE, Trustee of the THE ESCHE TRUST dated December 11, 1997,
of 67-226 KALIUNA STREET, WAIALUA, State of HI. 96791,

THE GRANTOR(S),

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

FAE HOLDINGS 0403032R, L.L.C., a Utah Limited Liability Company,
of 560 SOUTH 300 EAST, SALT LAKE CITY, State of UT. 84119,

THE GRANTEE(S),

For the sum of ten dollars and other good and valuable consideration, the following described tract of land
in the County of Bear Lake, State of Idaho:

See Attached Exhibit "A" & Exhibit "B" (as to water rights)

To have and to hold the said premises, with their appurtenances unto the said Grantee(s), his heirs and assigns forever. And the said Grantor(s) hereby covenant to and with the said Grantee(s) that she is the owner(s) 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.

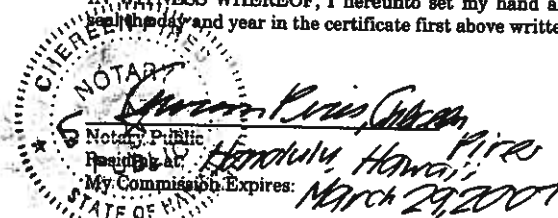
DATED THIS March 24, 2004.

Elizabeth M. Esche, Trustee
ELIZABETH M. ESCHE, Trustee

STATE OF HAWAII, COUNTY OF HonoluluOn this 25 day of March, 2004, before me a
Notary Public in and for the State, personally appeared**ELIZABETH M. ESCHE**

known to me to be the person(s) whose name(s) is
subscribed to the within instrument as Trustee of THE
ESCHE TRUST dated December 11, 1997, and
acknowledged to me that she executed the same as such
trustee.

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



2004 MAR 25 PM 3 08
DEPUTY
FEE
\$18.00

BEAUFORT COUNTY RECORDS
JOHN H. EDSON

187929

MAIL TAX NOTICE TO: FAE HOLDINGS 0403032R, L.L.C.
560 SOUTH 300 EAST, SALT LAKE CITY, UT. 84119

PARCEL NO. 1:
TOWNSHIP 14 SOUTH, RANGE 46 EAST OF THE BOISE MERIDIAN:

Section 9: $W\frac{1}{2}SE\frac{1}{4}$; $E\frac{1}{2}SW\frac{1}{4}$.
ALSO all that portion of the $SE\frac{1}{4}SE\frac{1}{4}$ lying South of old U.S. Highway 30 North.

Section 15: $SW\frac{1}{4}NW\frac{1}{4}$; $W\frac{1}{2}SW\frac{1}{4}$.

Section 16: $NE\frac{1}{4}$; $N\frac{1}{2}SE\frac{1}{4}$;
EXCEPTING THEREFROM any portion lying within the right-of-way of U.S. Highway 30 North.

Section 17: $E\frac{1}{2}W\frac{1}{2}$; $E\frac{1}{2}$.
EXCEPTING THEREFROM any portion lying within the right-of-way of U.S. Highway 30 North.

Section 20: $E\frac{1}{2}W\frac{1}{2}$; $E\frac{1}{2}$.

Section 21: $W\frac{1}{2}$; $W\frac{1}{2}NE\frac{1}{4}$; $NW\frac{1}{4}SE\frac{1}{4}$.

EXCEPTING THEREFROM that part of the $W\frac{1}{2}SE\frac{1}{4}$ of Section 9 described as: Beginning at the Center-East 1/16 corner of Section 9, said corner is monumented with a 5/8" diameter rebar with a 3" diameter aluminum cap stamped with U.S. Fish and Wildlife Service Logo, corner designation CE 1/16, point number designation 4107, and in the year 1996; thence North $89^{\circ}27'48''$ West along the one-quarter Section line of said Section a distance of 904.02 feet to a 5/8" diameter rebar with a 3" diameter aluminum cap stamped with U.S. Fish and Wildlife Service logo, corner designation POL, point number designation 4127, and in the year 1996 set in a fence line; thence along said fence line the following 12 courses: South $33^{\circ}00'50''$ East a distance of 276.76 feet to an angle point in said fence line; South $09^{\circ}12'48''$ East a distance of 278.59 feet to an angle point in said fence line; South $35^{\circ}10'23''$ East a distance of 115.91 feet to an angle point in said fence line; South $49^{\circ}20'28''$ East a distance of 51.06 feet to an angle point in said fence line; South $60^{\circ}31'22''$ East a distance of 64.63 feet to an angle point in said fence line; South $75^{\circ}39'31''$ East a distance of 269.33 feet to an angle point in said fence line; South $05^{\circ}09'42''$ West a distance of 42.31 feet to an angle point in said fence line; South $42^{\circ}13'39''$ West a distance of 178.26 feet to an angle point in said fence line; thence South $05^{\circ}13'21''$ West a distance of 126.39 feet to an angle point in said fence line; South $20^{\circ}47'13''$ East a distance of 221.49 feet to an angle point in said fence line; South $38^{\circ}23'33''$ East a distance of 157.63 feet to an angle point in said fence line; South $65^{\circ}45'54''$ East a distance of 137.74 feet to an angle point in said fence line; thence leaving said fence line North $24^{\circ}14'06''$ East along a line perpendicular to the said previous course a distance of 53.34 feet to the center of the Thomas Fork of the Bear River; thence down the center of said river the following 2 courses: South $83^{\circ}04'46''$ East a distance of 82.91 feet; North $82^{\circ}43'36''$ East a distance of 27.36 feet to the East 1/16th line of said section; thence North $00^{\circ}31'13''$ West along said 1/16th line a distance of 1370.23 feet to the Point of Beginning.

PARCEL NO. 2:
TOWNSHIP 14 SOUTH, RANGE 46 EAST, BOISE MERIDIAN, IN IDAHO:

A part of the $E\frac{1}{2}SE\frac{1}{4}$ of Section 9 and the $NW\frac{1}{4}SW\frac{1}{4}$ of Section 10, described as follows:
Beginning at the intersection of the Northern Right of Way line of old Highway 30 North and the East 1/16th line of Section 9, said point is monumented with a 5/8" diameter rebar with a 3" diameter aluminum cap stamped with U.S. Fish and Wildlife Service Logo corner designation POC, point number designation 4126, and in the year 1997; thence North $00^{\circ}31'13''$ West along said 1/16th line 80.47 feet to the center of the Thomas Fork of the Bear River; thence down the center of said river the following three courses: North $82^{\circ}43'36''$ East a distance of 154.23 feet, North $83^{\circ}52'30''$ East a distance of 127.01 feet, North $87^{\circ}51'36''$ East a distance of 118.76 feet to a point 20 feet upstream from the upstream side of an irrigation diversion dam; thence North $05^{\circ}33'33''$ West on a line 20 feet upstream from and parallel to the upstream edge of said dam a distance of 78.96 feet to a point monumented with a 5/8" diameter rebar with a 3" diameter aluminum cap stamped with U.S. Fish and Wildlife Service Logo corner designation TR10 Parcel A, point number designation 1534, and in the year 1997; thence North $84^{\circ}26'27''$ East a distance of 57.11 feet to a 5/8" diameter rebar with a 3" diameter aluminum cap stamped with U.S. Fish and Wildlife Service Logo corner designation TR10 Parcel A, point number designation 1535, and in the year 1997; thence South $05^{\circ}33'33''$ East on a line 20 feet downstream from and parallel to the downstream edge of said dam a distance of 95.54 feet to the center of the Thomas Fork of the Bear River; thence down the center of said river the following 25 courses: South $77^{\circ}39'22''$ East a distance of 174.35 feet, South $64^{\circ}23'22''$ East a distance of 78.82 feet, South $81^{\circ}12'54''$ East a distance of 69.61 feet, North $85^{\circ}45'18''$ East a distance of 130.93 feet, North $69^{\circ}54'26''$ East a distance of 113.78 feet, North $44^{\circ}43'37''$ East a distance of 128.38 feet, North $20^{\circ}58'10''$ East a distance of 163.82 feet, North $21^{\circ}36'55''$ East a distance of 191.91 feet, North $25^{\circ}57'00''$ East a distance of

196.84 feet, North 19°25'58" East a distance of 152.16 feet, North 08°42'51" East a distance of 312.86 feet, North 20°12'13" East a distance of 105.41 feet, North 42°25'34" East a distance of 29.98 feet, North 48°59'31" East a distance of 19.98 feet, North 69°14'48" East a distance of 27.94 feet, South 85°42'02" East a distance of 64.78 feet, South 68°43'45" East a distance of 268.46 feet, South 62°24'45" East a distance of 201.56 feet, South 58°15'21" East a distance of 32.58 feet, South 35°04'47" East a distance of 95.28 feet, South 14°27'17" East a distance of 163.30 feet, South 09°42'04" West a distance of 97.02 feet, South 23°08'22" West a distance of 201.10 feet, South 09°59'12" West a distance of 339.06 feet, South 29°01'21" West a distance of 90.36 feet to the South 1/16th line of Section 10, thence North 88°55'56" West along said 1/16th line a distance of 574.01 feet to the South 1/16th corner common to Section 9 and 10 corner is monumented with a 5/8" diameter rebar with 3" diameter aluminum cap stamped with U.S. Fish and Wildlife Service logo corner designation S1/16S9S10, point number designation 4109, and in the year 1996; thence South 00°07'15" West along the section line common to Section 9 and 10 a distance of 188.85 feet to the Northern Right of Way line of old Highway 30 North, monumented with a 5/8" diameter rebar with a 3" diameter aluminum cap stamped with U. S. Fish and Wildlife Service Logo corner designation POT, point number designation 4125, and in the year 1996; thence along said Northern line the remaining courses: North 85°43'32" West a distance of 1037.96 feet along the arc of a curve concave to the South having a delta angle of 18°24'15", an arc length of 316.72 feet, and a radius of 986.00 feet to the Point of Beginning.

SUBJECT to a Conservation Easement across the following described property:

TOWNSHIP 14 SOUTH, RANGE 46 EAST, BOISE MERIDIAN:

Part of the E½SE¼ of Section 9 and part of the West half of the Southwest Quarter of Section 10 described as follows:

Beginning at a point on the South 1/16th line of Section 10 from which the South 1/16th corner common to Sections 9 and 10 bears North 88°55'56" West 455.79 feet distant, said point is monumented with a 5/8" diameter rebar with a 3" diameter aluminum cap stamped with U.S. Fish and Wildlife Service Logo, corner designation TR11C, point number designation 1540, and in the year 1997; thence North 23°57'49" East a distance of 167.42 feet to a 5/8" diameter rebar with a 3" diameter aluminum cap stamped with U.S. Fish and Wildlife Service logo, corner designation TR11C, point number designation 1541, and in the year 1997; thence North 10°22'37" East a distance of 657.44 feet to a 5/8" diameter rebar with a 3" diameter aluminum cap stamped with U.S. Fish and Wildlife Service Logo, corner designation TR11C, point number designation 1542, and in the year 1997; thence North 51°27'00" West a distance of 332.63 feet to a 5/8" diameter rebar with a 3" diameter aluminum cap stamped with U.S. Fish and Wildlife Service Logo, corner designation TR11C, point number designation 1543, and in the year 1997; thence North 65°33'51" West a distance of 208.08 feet to a 5/8" diameter rebar with a 3" diameter aluminum cap stamped with U.S. Fish and Wildlife Service Logo, corner designation TR11C, point number designation 1544, and in the year 1997; thence South 55°17'56" West a distance of 74.89 feet to a 5/8" diameter rebar with a 3" diameter aluminum cap stamped with U.S. Fish and Wildlife Service Logo, corner designation TR11C, point number designation 1545, and in the year 1997; thence South 10°34'56" West a distance of 390.90 feet to a 5/8" diameter rebar with a 3" diameter aluminum cap stamped with U.S. Fish and Wildlife Service Logo, corner designation TR11C, point number designation 1546, and in the year 1997; thence South 23°08'49" West a distance of 748.09 feet to a 5/8" diameter rebar with a 3" diameter aluminum cap stamped with U.S. Fish and Wildlife Service Logo, corner designation TR11C, point number designation 1547, and in the year 1997; thence South 48°17'53" West a distance of 112.99 feet to a 5/8" diameter rebar with a 3" diameter aluminum cap stamped with U.S. Fish and Wildlife Service Logo, corner designation TR11C, point number designation 1548, and in the year 1997; thence South 71°23'22" West a distance of 152.96 feet to the Northern Right of Way line of old Highway 30 North monumented with a 5/8" diameter rebar with a 3" diameter aluminum cap stamped with U.S. Fish and Wildlife Service Logo, corner designation TR11C, point number designation 1549, and in the year 1997; thence North 18°36'38" West along the line perpendicular to the said previous course a distance of 50.98 feet to the center of the Thomas Fork of the Bear River; thence down the center of said river the following 22 courses: North 85°45'18" East a distance of 27.31 feet, North 69°54'26" East a distance of 113.78 feet, North 44°43'37" East a distance of 128.38 feet, North 20°58'10" East a distance of 163.82 feet, North 21°36'55" East a distance of 191.91 feet, North 25°57'00" East a distance of 196.84 feet, North 19°25'58" East a distance of 152.16 feet, North 08°42'51" East a distance of 312.86 feet, North 20°12'13" East a distance of 105.41 feet, North 42°25'34" East a distance of 29.98 feet, North 48°59'31" East a distance of 19.98 feet, North 69°14'48" East a distance of 27.94 feet, South 85°42'02" East a distance of 64.78 feet, South 68°43'45" East a distance of 268.46 feet, South 62°24'45" East a distance of 201.56 feet, South 58°15'21" East a distance of 32.58 feet, South 35°04'47" East a distance of 95.28 feet, South 14°27'17" East a distance of 163.30 feet, South 09°42'04" West a distance of 97.02 feet, South 23°08'22" West a distance of 201.10 feet, South 09°59'12" West a distance of 339.06 feet, South 29°01'21" West a distance of 90.36 feet to the South 1/16th line of Section 10, thence North 88°55'56" West along said 1/16th line a distance of 118.22 feet to the Point of Beginning.

PARCEL NO. 3:

TOWNSHIP 14 SOUTH, RANGE 46 EAST OF THE BOISE MERIDIAN:

el

Section 10: Beginning at the Southwest Corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$; thence North 150 feet; thence East 1130 feet, more or less, to the county road; thence South 150 feet along road right of way to the South Line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$; thence West 1130 feet, more or less, to the Point of Beginning.

ALSO: Beginning at a point 150 feet North of the Southwest Corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$; thence East 550 feet; thence North 400 feet, more or less, to right of way of US Highway 30 North; thence West along the South line of said right of way 560 feet, more or less, to the West line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 10; thence South 420 feet, more or less, to the Point of Beginning.

Section 11: A portion of Lot 4 described as follows: Beginning at a point 214.5 feet West of a point where U.S. Highway No. 30 intersects the Idaho-Wyoming State Line; thence South 203 feet; thence East 214.5 feet, more or less, to said State Line; thence South 250 feet, more or less, to the Southeast Corner of Lot 4; thence West 1356 feet, more or less, to the West Bank of Bear River 40 feet West of the Southwest Corner; thence Northerly following Bear River to a point where Bear River touches U.S. Highway No. 30 right of way; thence Southeasterly along the highway right of way 870 feet, more or less, to the Point of Beginning.

Section 14: Lots 1; 2; 3 and 4.

EXCEPT THEREFROM: Beginning at the G.L.O. brass cap monument found at the Southeast Corner of Lot 4 of Section 14, Township 14 South, Range 46 East of the Boise Base and Meridian; and running thence North 00°00'00" East along the East line of said Section 400.25 feet to a rebar with JSH cap in an existing fence line; thence following said fence line the following two courses: 1) South 71°29'25" West 107.16 feet to a rebar with JSH cap; 2) thence North 67°43'04" West 320.40 feet to a rebar with JSH cap; thence North 77°49'43" West 733.45 feet to a rebar with JSH cap; thence South 11°55'10" West 215.00 feet to the Northwest Corner of a corral loading chute; thence South 00°06'01" West along the West line of said chute 7.75 feet to the Northwest Corner of said corral; thence South 00°55'02" East along an existing fence line 405.05 feet to an existing Idaho Transportation Department brass cap monument; thence South 89°02'37" East 1153.15 feet to the Point of Beginning.

Section 15: E $\frac{1}{2}$; E $\frac{1}{2}$ W $\frac{1}{2}$.

EXCEPT: All road and highway rights of way.

ALSO EXCEPT: Beginning at a point 333.00 feet West of the Northeast Corner of Section 15, Township 14 South, Range 46 East of the Boise Meridian, and running thence South 2°46' East 128.00 feet; thence North 85° 22' West 226.68 feet; thence North 2°00' East 109.61 feet; thence East 215.92 feet to the Point of Beginning.

ALSO EXCEPT: Commencing at the intersection of Section Line between Section 11 and 14, Township 14 South, Range 46 East of the Boise Meridian, and the State Line between Idaho and Wyoming; thence North 00°50'01" West on the said State Line 411.75 feet, more or less, to the Centerline of U.S. 30-N Highway, (same being Station 1071 + 24.50 of Project F-1481 (22)); thence North 85°41'19" West on the said Centerline of U.S. 30 North Highway 1733.34 feet (same being Station 1053 + 91.16 of Project F-1481 (22)); thence South 2°47'59" East 640.0 feet; thence South 87°12'01" West 25.00 feet to the TRUE POINT OF BEGINNING; thence South 2°47'59" East 143.50 feet; thence South 25°56'21" East 63.62 feet; thence South 35°41'24" East 53.00 feet; thence South 45°53'29" East 6.00 feet, more or less, to the Northerly Bank of Bear River; thence South 14°16'00" West along the Northerly Bank of Bear River 79.44 feet; thence North 30°32'59" West 50.0 feet, more or less, to a point that is South 59°27'01" West 45.0 feet from P.T. Station 9 + 06.54 on Project OS-0400 (1) (Pegram Road); thence Northwesterly on a curve to the right with a radius of 238.08 feet and a central angle of 29°00'00" for an arc distance of 120.50 feet; thence North 01°32'59" West 38.67 feet, more or less, to a point that is South 88°27'01" West 35.0 feet from P.C. Station 7 + 68.44 on Project OS-0400 (1) (Pegram Road); thence North 01°32'59" West 128.44 feet, more or less, to a point that is South 88°27'01" West 35.0 feet from Station 6 + 40.00 on Project OS-0400 (1) (Pegram Road); thence South 89°11'14" East 12.56 feet, more or less, to the True Point of Beginning.

ALSO EXCEPT: A parcel of land in the NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 15, Township 14 South, Range 46 East of the Boise Meridian, Bear Lake County, Idaho, more particularly described as follows: Commencing at the intersection of Section Line between Sections 11 and 14, Township 14 South, Range 46 East of the Boise Meridian, and the State Line between Idaho and Wyoming; thence North 00°50'01" West on the said State Line 411.75 feet, more or less, to the centerline of U.S. 30-N Highway, (same being Station 1071 + 24.50 of Project F-1481 (22)); thence North 85°41'19" West on the said Centerline of U.S. 30-N Highway 1733.34 feet (same being Station 1053 + 91.16 of Project F-1481 (22)); thence South 2°47'59" East 523.5 feet; thence South 1°32'59" East 244.94 feet to P.C. Station 7 + 68.44 on Project OS-0400 (1) (Pegram Road); thence Southeasterly on a curve to the left with a radius 272.84 feet and a central angle of 29°00'00" for an arc distance of 138.09 feet to P.T. Station 9 + 06.54 on Project OS-0400 (1) (Pegram Road); thence South 30°32'59" East 130.0 feet to Station 1-0 + 36.54 on Project OS-0400 (1) (Pegram Road) to the TRUE POINT OF BEGINNING; thence South 16°39'11" West along the Southerly Bank of Bear River 17.40 feet; thence South 11°56'50" West along the Southerly Bank of Bear River 47.70 feet;

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thence South 30°32'59" East 15.0 feet, more or less, to a point that is South 59°27'01" West 45.0 feet from P.C. Station 10 + 98.54 on Project OS-0400 (1) (Pegram Road); thence South 15°54'36" East 138.15 feet, more or less, to a point that is South 88°43'46" West 35.0 feet from P.T. Station 12 + 61.2 on Project OS-0400 (1) (Pegram Road); thence North 06°13'43" East 166.88 feet; thence North 18°10'21" West 94.13 feet; thence North 45°53'29" West 6.00 feet, more or less, to the Southerly Bank of Bear River; thence South 16°39'11" West along the Southerly Bank of Bear River 52.6 feet, more or less, to the True Point of Beginning.

ALSO: A parcel of land located in Section 10, Township 14 South, Range 46 East, Boise Meridian, Bear Lake County, Idaho, and more particularly described as follows:
Commencing at the Southwest Corner of said Section 10, from which the closing corner of Sections 11 and 14 of said Township 14 South, Range 46 East, bears South 89°33'51" East 6781.59 feet; thence South 89°34'18" East 4572.52 feet; thence North 151.45 feet to a 5/8" rebar and cap labeled "BRIAN ALLEN, PLS 9163", the TRUE POINT OF BEGINNING; thence North 89°23'48" West 33.79 feet to a 5/8" rebar and cap (PLS 9124); thence North 00°12'28" West 380.78 feet to a 5/8" rebar and cap (PLS 9124) set on the Southerly right of way line of Highway 30 (Project F-1481(22)); thence South 84°56'31" East 33.93 feet along said right of way line to a 5/8" rebar and cap (PLS 9163); thence South 00°12'28" East 378.14 feet to the TRUE POINT OF BEGINNING.

ALSO: A parcel of land located in Section 15 Township 14 South, Range 46 East, Boise Meridian, Bear Lake County, Idaho, and more particularly described as follows:
Commencing at the Northwest Corner of said Section 15, from which the closing corner of Sections 11 and 14 of said Township 14 South, Range 46 East, bears South 89°33'51" East 6781.59 feet; thence South 89°34'18" East 4835.59 feet to a found pipe and washer (CE 2282), the TRUE POINT OF BEGINNING; thence South 89°34'18" East 17.40 feet to a 5/8" rebar and cap labeled "BRIAN ELLEN, PLS 9163"; thence South 02°27'11" West 110.93 feet to a 5/8" rebar and cap (PLS 9163); thence North 84°54'49" West 17.41 feet to a 5/8" rebar and cap (PLS 9124); thence North 02°27'11" East 109.51 feet to the True Point of Beginning.

EXCEPT THEREFROM: A parcel of land located in Section 10, Township 14 South, Range 46 East, Boise Meridian, Bear Lake County, Idaho, and more particularly described as follows:
Commencing at the Southwest Corner of said Section 10, from which the closing corner of Sections 11 and 14 of said Township 14 South, Range 46 East, bears South 89°33'51" East 6781.59 feet; thence South 89°34'18" East 4572.52 feet; thence North 129.98 feet to a 5/8" rebar and cap labeled "BRIAN ALLEN, PLS 9163", the TRUE POINT OF BEGINNING; thence North 00°12'28" West 21.47 feet to a 5/8" rebar and cap (PLS 9163); thence South 89°23'48" East 473.05 feet to a found pipe in an existing fence line; thence South 02°19'08" East 32.72 feet along said fence line to a 5/8" rebar and cap (PLS 9163) set at a fence corner; thence North 88°02'39" West 474.55 feet along said fence line and its Westerly extension to the True Point of Beginning.

EXCEPT THEREFROM: A parcel of land located in Section 15 Township 14 South, Range 46 East, Boise Meridian, Bear Lake County, Idaho and more particularly described as follows:
Commencing at the Northwest Corner of said Section 15, from which the closing corner of Section 11 and 14 of said Township 14 South, Range 46 East, bears South 89°33'51" East 6781.59 feet; thence South 89°34'18" East 4852.99 feet to a 5/8" rebar and cap labeled "BRIAN ALLEN, PLS 9163"; thence South 02°27'11" West 110.93 feet to a 5/8" rebar and cap (PLS 9163), the TRUE POINT OF BEGINNING; thence South 84°54'49" East 192.69 feet to a 5/8" rebar and cap set on the Westerly right of way line of Pegram Road (Project OS-0400(1)); thence South 00°48'11" East 10.04 feet along said right of way line to a 5/8" rebar and cap (PLS 9163); thence North 84°54'49" West 193.29 feet to a 5/8" rebar and cap (PLS 9163); thence North 02°36'49" East 10.00 feet to the True Point of Beginning.

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**EXHIBIT "B" – WATER RIGHTS
Fly Way River Ranch – Idaho Side**

Bear River Irrigation Water Rights

Border Irrigation Company Stock Certificate No. 40..... 220 Shares

Border Irrigation Company Stock Certificate No. 45..... 460 Shares

**The Bear River was adjudicated under the Tri-State Company of 1955.
Each share provides Class II-A supply for one acre of land.**

Thomas Fork Irrigation Rights

Water Right Number	Diversion	Volume	Priority Date
11-00105	Hamilton Dam	5.00 CFS – 250 Miner's Inches	9-25-1844
11-00106	Webster, Ours & Dalton Ditch	5.20 CFS – 70 Miner's Inches – 190 Miner's Inches	9-15-1884 6-15-1885

**The Thomas Fork was adjudicated by the Fifth Judicial Court of Idaho
under the Fawsett Decree dated February 20, 1902.**

Well Water Rights

**The Ranch has two domestic wells for the Owner's and the Hired Man's
House. According to the Eastern District Office of the Idaho
Department of Water Resources in Idaho Falls, there are no filing
requirements for small domestic wells.**

ee

WARRANTY DEED

For Value Received,

FAE HOLDINGS 0403032R, L.L.C., a Utah Limited Liability Company,
of 554 SOUTH 300 EAST; #200, SALT LAKE CITY, County of SALT LAKE, State of UT., 84119,
THE GRANTOR(S),
do(es) hereby, grant, bargain, sell, and convey unto

**CARY G. PETERSON and ILA RANEE PETERSON, Trustees of the CARY G. PETERSON
REVOCABLE TRUST, as to an UNDIVIDED 1/2 INTEREST; and CARY G. PETERSON and ILA
RANEE PETERSON, Trustees of the ILA RANEE PETERSON REVOCABLE TRUST, as to an
UNDIVIDED 1/2 INTEREST,**
of 604 WALTER LANE, MONTPELIER, County of BEAR LAKE, State of ID. 83254,
THE GRANTEE(S),

For the sum of ten dollars and other good and valuable consideration, the following described tract of land
in the County of Bear Lake, State of Idaho:

TOWNSHIP 14 SOUTH, RANGE 46 EAST OF THE BOISE MERIDIAN:

Section 9: NE $\frac{1}{4}$ SW $\frac{1}{4}$.

TOGETHER WITH a right of way along WALTER LANE from US HIGHWAY 30.

To have and to hold the said premises, with their appurtenances unto the said Grantee(s), their heirs and
assigns forever. And the said Grantor(s) hereby covenant to and with the said Grantee(s) that he is the
owner(s) in fee simple of said premises; that they are free from all encumbrances, and that he will warrant
and defend the same from all lawful claims whatsoever.

DATED THIS ^{October 3,} ~~September 14,~~ 2005.

FAE HOLDINGS 0403032R, L.L.C.
By: *First American Exchange Company, LLC.*
BY: *Michael A. Anderson*, vice president
BY: MICHAEL A. ANDERSON

STATE OF UTAH, COUNTY OF SALT LAKE

On this 3rd ^{October} day of ~~September~~, in the year 2005, before
me, a Notary Public, personally appeared MICHAEL A. ANDERSON, known or identified to me to be the manager of
the limited liability company of FAE HOLDINGS 0403032R,
L.L.C., and the manager who subscribed said limited liability
company name to the foregoing instrument, and
acknowledged to me that he executed the same in said limited
liability company name.

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

Melanie Ellsworth
Notary Public
Residing at: *Salt Lake County*
My Commission Expires: *3-1-08*

via president of

Instrument # 192847

BEAR LAKE COUNTY

2005-10-18

08:47:04 No. of Pages: 1

Recorded for: FIRST IDAHO TITLE COMPANY

KERRY HADDOCK

Ex-Officio Recorder Deputy *Clint Johnson* Fee: 3.00

Index to: WARRANTY DEED



MAIL TAX NOTICE TO: CARY G. PETERSON and ILA RANEE PETERSON, TRUSTEES
604 WALTER LANE, MONTPELIER, ID. 83254

WARRANTY DEED

For Value Received,

FAE HOLDINGS 0403032R, L.L.C., a Utah Limited Liability Company,
of 554 SOUTH 300 EAST; #200, SALT LAKE CITY, County of SALT LAKE, State of UT., 84119,
THE GRANTOR(S),
do(es) hereby, grant, bargain, sell, and convey unto

**CARY G. PETERSON and ILA RANEE PETERSON, Trustees of the CARY G. PETERSON
REVOCABLE TRUST, as to an UNDIVIDED 1/2 INTEREST; and CARY G. PETERSON and ILA
RANEE PETERSON, Trustees of the ILA RANEE PETERSON REVOCABLE TRUST, as to an
UNDIVIDED 1/2 INTEREST,**
of 604 WALTER LANE, MONTPELIER, County of BEAR LAKE, State of ID. 83254,
THE GRANTEE(S),

For the sum of ten dollars and other good and valuable consideration, the following described tract of land
in the County of Bear Lake, State of Idaho:

See Attached Exhibit "A"

To have and to hold the said premises, with their appurtenances unto the said Grantee(s), their heirs and
assigns forever. And the said Grantor(s) hereby covenant to and with the said Grantee(s) that he is the
owner(s) in fee simple of said premises; that they are free from all encumbrances, and that he will warrant
and defend the same from all lawful claims whatsoever.

~~October 2,~~
DATED THIS ~~September 14,~~ 2005.

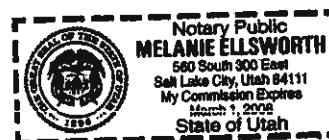
FAE HOLDINGS 0403032R, L.L.C.
By: First American Exchange Company, LLC
By: Michael A. Anderson, vice president
BY: MICHAEL A. ANDERSON

STATE OF UTAH, COUNTY OF SALT LAKE

On this 3rd day of October, in the year 2005, before
me, a Notary Public, personally appeared MICHAEL A. Anderson vice president of
ANDERSON, known or identified to me to be the manager of
the limited liability company of FAE HOLDINGS 0403032R,
L.L.C., and the manager who subscribed said limited liability
company name to the foregoing instrument, and
acknowledged to me that he executed the same in said limited
liability company name.

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

Melanie Ellsworth
Notary Public
Residing at: Salt Lake County
My Commission Expires: 3-1-08



Instrument # 192248

BEAR LAKE COUNTY

2005-10-18 08:48:01 No. of Pages: 5

Recorded for: FIRST IDAHO TITLE COMPANY

KERRY HADDOCK

Fee: 15.00

Ex-Officio Recorder Deputy [Signature]

Index to: WARRANTY DEED

MAIL TAX NOTICE TO: CARY G. PETERSON and ILA RANEE PETERSON, TRUSTEES
604 WALTER LANE, MONTPELIER, ID. 83254

EXHIBIT A

PARCEL NO. 1:
TOWNSHIP 14 SOUTH, RANGE 46 EAST OF THE BOISE MERIDIAN:

Section 9: W $\frac{1}{2}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$.
ALSO all that portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ lying South of old U.S. Highway 30 North.

Section 15: SW $\frac{1}{4}$ NW $\frac{1}{4}$; W $\frac{1}{2}$ SW $\frac{1}{4}$.

Section 16: NE $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$;
EXCEPTING THEREFROM any portion lying within the right-of-way of U.S. Highway 30 North.

Section 17: E $\frac{1}{2}$ W $\frac{1}{2}$; E $\frac{1}{2}$.
EXCEPTING THEREFROM any portion lying within the right-of-way of U.S. Highway 30 North.

Section 20: E $\frac{1}{2}$ W $\frac{1}{2}$; E $\frac{1}{2}$.

Section 21: W $\frac{1}{2}$; W $\frac{1}{2}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$.

EXCEPTING THEREFROM that part of the W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 9 described as: Beginning at the Center-East 1/16 corner of Section 9, said corner is monumented with a 5/8" diameter rebar with a 3" diameter aluminum cap stamped with U.S. Fish and Wildlife Service Logo, corner designation CE 1/16, point number designation 4107, and in the year 1996; thence North 89°27'48" West along the one-quarter Section line of said Section a distance of 904.02 feet to a 5/8" diameter rebar with a 3" diameter aluminum cap stamped with U.S. Fish and Wildlife Service logo, corner designation POL, point number designation 4127, and in the year 1996 set in a fence line; thence along said fence line the following 12 courses: South 33°00'50" East a distance of 276.76 feet to an angle point in said fence line; South 09°12'48" East a distance of 278.59 feet to an angle point in said fence line; South 35°10'23" East a distance of 115.91 feet to an angle point in said fence line; South 49°20'28" East a distance of 51.06 feet to an angle point in said fence line; South 60°31'22" East a distance of 64.63 feet to an angle point in said fence line; South 75°39'31" East a distance of 269.33 feet to an angle point in said fence line; South 05°09'42" West a distance of 42.31 feet to an angle point in said fence line; South 42°13'39" West a distance of 178.26 feet to an angle point in said fence line; thence South 05°13'21" West a distance of 126.39 feet to an angle point in said fence line; South 20°47'13" East a distance of 221.49 feet to an angle point in said fence line; South 38°23'33" East a distance of 157.63 feet to an angle point in said fence line; South 65°45'54" East a distance of 137.74 feet to an angle point in said fence line; thence leaving said fence line North 24°14'06" East along a line perpendicular to the said previous course a distance of 53.34 feet to the center of the Thomas Fork of the Bear River; thence down the center of said river the following 2 courses: South 83°04'46" East a distance of 82.91 feet; North 82°43'36" East a distance of 27.36 feet to the East 1/16th line of said section; thence North 00°31'13" West along said 1/16th line a distance of 1370.23 feet to the Point of Beginning.

PARCEL NO. 2:
TOWNSHIP 14 SOUTH, RANGE 46 EAST, BOISE MERIDIAN, IN IDAHO:

A part of the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 9 and the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 10, described as follows: Beginning at the intersection of the Northern Right of Way line of old Highway 30 North and the East 1/16th line of Section 9, said point is monumented with a 5/8" diameter rebar with a 3" diameter aluminum cap stamped with U.S. Fish and Wildlife Service Logo corner designation POC, point number designation 4126, and in the year 1997; thence North 00°31'13" West along said 1/16th line 80.47 feet to the center of the Thomas Fork of the Bear River; thence down the center of said river the following three courses: North 82°43'36" East a distance of 154.23 feet, North 83°52'30" East a distance of 127.01 feet, North 87°51'36" East a distance of 118.76 feet to a point 20 feet upstream from the upstream side of an irrigation diversion dam; thence North 05°33'33" West on a line 20 feet upstream from and parallel to the upstream edge of said dam a distance of 78.96 feet to a point monumented with a 5/8" diameter rebar with a 3" diameter aluminum cap stamped with U.S. Fish and Wildlife Service Logo corner designation TR10 Parcel A, point number designation 1534, and in the year 1997; thence North 84°26'27" East a distance of 57.11 feet to a 5/8" diameter rebar with a 3" diameter aluminum cap stamped with U.S. Fish and Wildlife Service Logo corner designation TR10 Parcel A, point number designation 1535, and in the year 1997; thence South 05°33'33" East on a line 20 feet downstream from and parallel to the downstream edge of said dam a distance of 95.54 feet to the center of the Thomas Fork of the Bear River; thence down the center of said river the following 25 courses: South 77°39'22" East a distance of 174.35 feet, South 64°23'22" East a distance of 78.82 feet, South 81°12'54" East a distance of 69.61 feet, North 85°45'18" East a distance of 130.93 feet, North 69°54'26" East a distance of 113.78 feet, North 44°43'37" East a distance of 128.38 feet, North 20°58'10" East a distance of 163.82 feet, North 21°36'55" East a distance of 191.91 feet, North 25°57'00" East a distance of 196.84 feet, North 19°25'58" East a distance of 152.16 feet, North 08°42'51" East a distance of 312.86 feet, North 20°12'13" East a distance of 105.41 feet, North 42°25'34" East a distance of 29.98 feet, North 48°59'31" East a distance of 19.98 feet, North 69°14'48" East a distance of 27.94

feet, South 85°42'02" East a distance of 64.78 feet, South 68°43'45" East a distance of 268.46 feet, South 62°24'45" East a distance of 201.56 feet, South 58°15'21" East a distance of 32.58 feet, South 35°04'47" East a distance of 95.28 feet, South 14°27'17" East a distance of 163.30 feet, South 09°42'04" West a distance of 97.02 feet, South 23°08'22" West a distance of 201.10 feet, South 09°59'12" West a distance of 339.06 feet, South 29°01'21" West a distance of 90.36 feet to the South 1/16th line of Section 10, thence North 88°55'56" West along said 1/16th line a distance of 574.01 feet to the South 1/16th corner common to Section 9 and 10 corner is monumented with a 5/8" diameter rebar with 3" diameter aluminum cap stamped with U.S. Fish and Wildlife Service logo corner designation S1/16S9S10, point number designation 4109, and in the year 1996; thence South 00°07'15" West along the section line common to Section 9 and 10 a distance of 188.85 feet to the Northern Right of Way line of old Highway 30 North, monumented with a 5/8" diameter rebar with a 3" diameter aluminum cap stamped with U. S. Fish and Wildlife Service Logo corner designation POT, point number designation 4125, and in the year 1996; thence along said Northern line the remaining courses: North 85°43'32" West a distance of 1037.96 feet along the arc of a curve concave to the South having a delta angle of 18°24'15", an arc length of 316.72 feet, and a radius of 986.00 feet to the Point of Beginning.

SUBJECT to a Conservation Easement across the following described property:

TOWNSHIP 14 SOUTH, RANGE 46 EAST, BOISE MERIDIAN:

Part of the E½SE¼ of Section 9 and part of the West half of the Southwest Quarter of Section 10 described as follows:

Beginning at a point on the South 1/16th line of Section 10 from which the South 1/16th corner common to Sections 9 and 10 bears North 88°55'56" West 455.79 feet distant, said point is monumented with a 5/8" diameter rebar with a 3" diameter aluminum cap stamped with U.S. Fish and Wildlife Service Logo, corner designation TR11C, point number designation 1540, and in the year 1997; thence North 23°57'49" East a distance of 167.42 feet to a 5/8" diameter rebar with a 3" diameter aluminum cap stamped with U.S. Fish and Wildlife Service logo, corner designation TR11C, point number designation 1541, and in the year 1997; thence North 10°22'37" East a distance of 657.44 feet to a 5/8" diameter rebar with a 3" diameter aluminum cap stamped with U.S. Fish and Wildlife Service Logo, corner designation TR11C, point number designation 1542, and in the year 1997; thence North 51°27'00" West a distance of 332.63 feet to a 5/8" diameter rebar with a 3" diameter aluminum cap stamped with U.S. Fish and Wildlife Service Logo, corner designation TR11C, point number designation 1543, and in the year 1997; thence North 65°33'51" West a distance of 208.08 feet to a 5/8" diameter rebar with a 3" diameter aluminum cap stamped with U.S. Fish and Wildlife Service Logo, corner designation TR11C, point number designation 1544, and in the year 1997; thence South 55°17'56" West a distance of 74.89 feet to a 5/8" diameter rebar with a 3" diameter aluminum cap stamped with U.S. Fish and Wildlife Service Logo, corner designation TR11C, point number designation 1545, and in the year 1997; thence South 10°34'56" West a distance of 390.90 feet to a 5/8" diameter rebar with a 3" diameter aluminum cap stamped with U.S. Fish and Wildlife Service Logo, corner designation TR11C, point number designation 1546, and in the year 1997; thence South 23°08'49" West a distance of 748.09 feet to a 5/8" diameter rebar with a 3" diameter aluminum cap stamped with U.S. Fish and Wildlife Service Logo, corner designation TR11C, point number designation 1547, and in the year 1997; thence South 48°17'53" West a distance of 112.99 feet to a 5/8" diameter rebar with a 3" diameter aluminum cap stamped with U.S. Fish and Wildlife Service Logo, corner designation TR11C, point number designation 1548, and in the year 1997; thence South 71°23'22" West a distance of 152.96 feet to the Northern Right of Way line of old Highway 30 North monumented with a 5/8" diameter rebar with a 3" diameter aluminum cap stamped with U.S. Fish and Wildlife Service Logo, corner designation TR11C, point number designation 1549, and in the year 1997; thence North 18°36'38" West along the line perpendicular to the said previous course a distance of 50.98 feet to the center of the Thomas Fork of the Bear River; thence down the center of said river the following 22 courses: North 85°45'18" East a distance of 27.31 feet, North 69°54'26" East a distance of 113.78 feet, North 44°43'37" East a distance of 128.38 feet, North 20°58'10" East a distance of 163.82 feet, North 21°36'55" East a distance of 191.91 feet, North 25°57'00" East a distance of 196.84 feet, North 19°25'58" East a distance of 152.16 feet, North 08°42'51" East a distance of 312.86 feet, North 20°12'13" East a distance of 105.41 feet, North 42°25'34" East a distance of 29.98 feet, North 48°59'31" East a distance of 19.98 feet, North 69°14'48" East a distance of 27.94 feet, South 85°42'02" East a distance of 64.78 feet, South 68°43'45" East a distance of 268.46 feet, South 62°24'45" East a distance of 201.56 feet, South 58°15'21" East a distance of 32.58 feet, South 35°04'47" East a distance of 95.28 feet, South 14°27'17" East a distance of 163.30 feet, South 09°42'04" West a distance of 97.02 feet, South 23°08'22" West a distance of 201.10 feet, South 09°59'12" West a distance of 339.06 feet, South 29°01'21" West a distance of 90.36 feet to the South 1/16th line of Section 10, thence North 88°55'56" West along said 1/16th line a distance of 118.22 feet to the Point of Beginning.

PARCEL NO. 3:

TOWNSHIP 14 SOUTH, RANGE 46 EAST OF THE BOISE MERIDIAN:

Section 10: Beginning at the Southwest Corner of the SE¼SE¼; thence North 150 feet; thence East 1130 feet, more or less, to the county road; thence South 150 feet along road right of way to the South Line of the SE¼SE¼; thence West 1130 feet, more or less, to the Point of Beginning.

ALSO: Beginning at a point 150 feet North of the Southwest Corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$; thence East 550 feet; thence North 400 feet, more or less, to right of way of US Highway 30 North; thence West along the South line of said right of way 560 feet, more or less, to the West line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 10; thence South 420 feet, more or less, to the Point of Beginning.

Section 11: A portion of Lot 4 described as follows: Beginning at a point 214.5 feet West of a point where U.S. Highway No. 30 intersects the Idaho-Wyoming State Line; thence South 203 feet; thence East 214.5 feet, more or less, to said State Line; thence South 250 feet, more or less, to the Southeast Corner of Lot 4; thence West 1356 feet, more or less, to the West Bank of Bear River 40 feet West of the Southwest Corner; thence Northerly following Bear River to a point where Bear River touches U.S. Highway No. 30 right of way; thence Southeasterly along the highway right of way 870 feet, more or less, to the Point of Beginning.

Section 14: Lots 1; 2; 3 and 4.

EXCEPT THEREFROM: Beginning at the G.L.O. brass cap monument found at the Southeast Corner of Lot 4 of Section 14, Township 14 South, Range 46 East of the Boise Base and Meridian; and running thence North 00°00'00" East along the East line of said Section 400.25 feet to a rebar with JSH cap in an existing fence line; thence following said fence line the following two courses: 1) South 71°29'25" West 107.16 feet to a rebar with JSH cap; 2) thence North 67°43'04" West 320.40 feet to a rebar with JSH cap; thence North 77°49'43" West 733.45 feet to a rebar with JSH cap; thence South 11°55'10" West 215.00 feet to the Northwest Corner of a corral loading chute; thence South 00°06'01" West along the West line of said chute 7.75 feet to the Northwest Corner of said corral; thence South 00°55'02" East along an existing fence line 405.05 feet to an existing Idaho Transportation Department brass cap monument; thence South 89°02'37" East 1153.15 feet to the Point of Beginning.

Section 15: E $\frac{1}{2}$; E $\frac{1}{2}$ W $\frac{1}{2}$.

EXCEPT: All road and highway rights of way.

ALSO EXCEPT: Beginning at a point 333.00 feet West of the Northeast Corner of Section 15, Township 14 South, Range 46 East of the Boise Meridian, and running thence South 2°46' East 128.00 feet; thence North 85° 22' West 226.68 feet; thence North 2°00' East 109.61 feet; thence East 215.92 feet to the Point of Beginning.

ALSO EXCEPT: Commencing at the intersection of Section Line between Section 11 and 14, Township 14 South, Range 46 East of the Boise Meridian, and the State Line between Idaho and Wyoming; thence North 00°50'01" West on the said State Line 411.75 feet, more or less, to the Centerline of U.S. 30-N Highway, (same being Station 1071 + 24.50 of Project F-1481 (22); thence North 85°41'19" West on the said Centerline of U.S. 30 North Highway 1733.34 feet (same being Station 1053 + 91.16 of Project F-1481 (22); thence South 2°47'59" East 640.0 feet; thence South 87°12'01" West 25.00 feet to the TRUE POINT OF BEGINNING; thence South 2°47'59" East 143.50 feet; thence South 25°56'21" East 63.62 feet; thence South 35°41'24" East 53.00 feet; thence South 45°53'29" East 6.00 feet, more or less, to the Northerly Bank of Bear River; thence South 14°16'00" West along the Northerly Bank of Bear River 79.44 feet; thence North 30°32'59" West 50.0 feet, more or less, to a point that is South 59°27'01" West 45.0 feet from P.T. Station 9 + 06.54 on Project OS-0400 (1) (Pegram Road); thence Northwesterly on a curve to the right with a radius of 238.08 feet and a central angle of 29°00'00" for an arc distance of 120.50 feet; thence North 01°32'59" West 38.67 feet, more or less, to a point that is South 88°27'01" West 35.0 feet from P.C. Station 7 + 68.44 on Project OS-0400 (1) (Pegram Road); thence North 01°32'59" West 128.44 feet, more or less, to a point that is South 88°27'01" West 35.0 feet from Station 6 + 40.00 on Project OS-0400 (1) (Pegram Road); thence South 89°11'14" East 12.56 feet, more or less, to the True Point of Beginning.

ALSO EXCEPT: A parcel of land in the NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 15, Township 14 South, Range 46 East of the Boise Meridian, Bear Lake County, Idaho, more particularly described as follows: Commencing at the intersection of Section Line between Sections 11 and 14, Township 14 South, Range 46 East of the Boise Meridian, and the State Line between Idaho and Wyoming; thence North 00°50'01" West on the said State Line 411.75 feet, more or less, to the centerline of U.S. 30-N Highway, (same being Station 1071 + 24.50 of Project F-1481 (22); thence North 85°41'19" West on the said Centerline of U.S. 30-N Highway 1733.34 feet (same being Station 1053 + 91.16 of Project F-1481 (22); thence South 2°47'59" East 523.5 feet; thence South 1°32'59" East 244.94 feet to P.C. Station 7 + 68.44 on Project OS-0400 (1) (Pegram Road); thence Southeasterly on a curve to the left with a radius 272.84 feet and a central angle of 29°00'00" for an arc distance of 138.09 feet to P.T. Station 9 + 06.54 on Project OS-0400 (1) (Pegram Road); thence South 30°32'59" East 130.0 feet to Station 1-0 + 36.54 on Project OS-0400 (1) (Pegram Road) to the TRUE POINT OF BEGINNING; thence South 16°39'11" West along the Southerly Bank of Bear River 17.40 feet; thence South 11°56'50" West along the Southerly Bank of Bear River 47.70 feet; thence South 30°32'59" East 15.0 feet, more or less, to a point that is South 59°27'01" West 45.0 feet from P.C. Station 10 + 98.54 on Project OS-0400 (1) (Pegram Road); thence South 15°54'36" East 138.15 feet, more or less, to a point that is South 88°43'46" West 35.0 feet from P.T. Station

12 + 61.2 on Project OS-0400 (1) (Pegram Road); thence North 06°13'43" East 166.88 feet; thence North 18°10'21" West 94.13 feet; thence North 45°53'29" West 6.00 feet, more or less, to the Southerly Bank of Bear River; thence South 16°39'11" West along the Southerly Bank of Bear River 52.6 feet, more or less, to the True Point of Beginning.

ALSO: A parcel of land located in Section 10, Township 14 South, Range 46 East, Boise Meridian, Bear Lake County, Idaho, and more particularly described as follows:

Commencing at the Southwest Corner of said Section 10, from which the closing corner of Sections 11 and 14 of said Township 14 South, Range 46 East, bears South 89°33'51" East 6781.59 feet; thence South 89°34'18" East 4572.52 feet; thence North 151.45 feet to a 5/8" rebar and cap labeled "BRIAN ALLEN, PLS 9163", the TRUE POINT OF BEGINNING; thence North 89°23'48" West 33.79 feet to a 5/8" rebar and cap (PLS 9124); thence North 00°12'28" West 380.78 feet to a 5/8" rebar and cap (PLS 9124) set on the Southerly right of way line of Highway 30 (Project F-1481(22)); thence South 84°56'31" East 33.93 feet along said right of way line to a 5/8" rebar and cap (PLS 9163); thence South 00°12'28" East 378.14 feet to the TRUE POINT OF BEGINNING.

ALSO: A parcel of land located in Section 15 Township 14 South, Range 46 East, Boise Meridian, Bear Lake County, Idaho, and more particularly described as follows:

Commencing at the Northwest Corner of said Section 15, from which the closing corner of Sections 11 and 14 of said Township 14 South, Range 46 East, bears South 89°33'51" East 6781.59 feet; thence South 89°34'18" East 4835.59 feet to a found pipe and washer (CE 2282), the TRUE POINT OF BEGINNING; thence South 89°34'18" East 17.40 feet to a 5/8" rebar and cap labeled "BRIAN ELLEN, PLS 9163"; thence South 02°27'11" West 110.93 feet to a 5/8" rebar and cap (PLS 9163); thence North 84°54'49" West 17.41 feet to a 5/8" rebar and cap (PLS 9124); thence North 02°27'11" East 109.51 feet to the True Point of Beginning.

EXCEPT THEREFROM: A parcel of land located in Section 10, Township 14 South, Range 46 East, Boise Meridian, Bear Lake County, Idaho, and more particularly described as follows:

Commencing at the Southwest Corner of said Section 10, from which the closing corner of Sections 11 and 14 of said Township 14 South, Range 46 East, bears South 89°33'51" East 6781.59 feet; thence South 89°34'18" East 4572.52 feet; thence North 129.98 feet to a 5/8" rebar and cap labeled "BRIAN ALLEN, PLS 9163", the TRUE POINT OF BEGINNING; thence North 00°12'28" West 21.47 feet to a 5/8" rebar and cap (PLS 9163); thence South 89°23'48" East 473.05 feet to a found pipe in an existing fence line; thence South 02°19'08" East 32.72 feet along said fence line to a 5/8" rebar and cap (PLS 9163) set at a fence corner; thence North 88°02'39" West 474.55 feet along said fence line and its Westerly extension to the True Point of Beginning.

EXCEPT THEREFROM: A parcel of land located in Section 15 Township 14 South, Range 46 East, Boise Meridian, Bear Lake County, Idaho and more particularly described as follows:

Commencing at the Northwest Corner of said Section 15, from which the closing corner of Section 11 and 14 of said Township 14 South, Range 46 East, bears South 89°33'51" East 6781.59 feet; thence South 89°34'18" East 4852.99 feet to a 5/8" rebar and cap labeled "BRIAN ALLEN, PLS 9163"; thence South 02°27'11" West 110.93 feet to a 5/8" rebar and cap (PLS 9163), the TRUE POINT OF BEGINNING; thence South 84°54'49" East 192.69 feet to a 5/8" rebar and cap set on the Westerly right of way line of Pegram Road (Project OS-0400(1)); thence South 00°48'11" East 10.04 feet along said right of way line to a 5/8" rebar and cap (PLS 9163); thence North 84°54'49" West 193.29 feet to a 5/8" rebar and cap (PLS 9163); thence North 02°36'49" East 10.00 feet to the True Point of Beginning.

WARRANTY DEED

For Value Received,

FAE HOLDINGS 0403032R, L.L.C., a Utah Limited Liability Company,
of 554 SOUTH 300 EAST; #200, SALT LAKE CITY, County of SALT LAKE, State of UT., 84119,
do(es) hereby, grant, bargain, sell, and convey unto
THE GRANTOR(S),

**CARY G. PETERSON and ILA RANEE PETERSON, Trustees of the CARY G. PETERSON
REVOCABLE TRUST, as to an UNDIVIDED 1/2 INTEREST; and CARY G. PETERSON and ILA
RANEE PETERSON, Trustees of the ILA RANEE PETERSON REVOCABLE TRUST, as to an
UNDIVIDED 1/2 INTEREST,**
of 604 WALTER LANE, MONTPELIER, County of BEAR LAKE, State of ID. 83254,
THE GRANTEE(S),

For the sum of ten dollars and other good and valuable consideration, the following described tract of land
in the County of Bear Lake, State of Idaho:

See Attached Exhibit "A"

To have and to hold the said premises, with their appurtenances unto the said Grantee(s), their heirs and
assigns forever. And the said Grantor(s) hereby covenant to and with the said Grantee(s) that he is the
owner(s) in fee simple of said premises; that they are free from all encumbrances, and that he will warrant
and defend the same from all lawful claims whatsoever.

October 3,
DATED THIS September 14, 2005.

FAE HOLDINGS 0403032R, L.L.C.

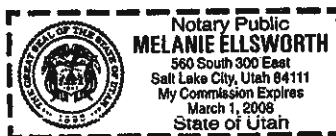
By: *First American Exchange Company, LLC*
By: *Michael A. Anderson*, Vice President
BY: MICHAEL A. ANDERSON

STATE OF UTAH, COUNTY OF SALT LAKE

On this 3rd day of October, in the year 2005, before
me, a Notary Public, personally appeared MICHAEL A. ANDERSON, known or identified to me to be the manager of
the limited liability company of FAE HOLDINGS 0403032R,
L.L.C., and the manager who subscribed said limited liability
company name to the foregoing instrument, and
acknowledged to me that he executed the same in said limited
liability company name.

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

Melanie Ellsworth
Notary Public
Residing at: *Salt Lake County*
My Commission Expires: *3-1-08*



Instrument # 192848

BEAR LAKE COUNTY

2005-10-18

08:48:01 No. of Pages: 5

Recorded for : FIRST IDAHO TITLE COMPANY

KERRY HADDOCK

Fee: 15.00

Ex-Officio Recorder Deputy *Cindy Ryan*

Index to: WARRANTY DEED

MAIL TAX NOTICE TO: CARY G. PETERSON and ILA RANEE PETERSON, TRUSTEES
604 WALTER LANE, MONTPELIER, ID. 83254

EXHIBIT A

PARCEL NO. 1:

TOWNSHIP 14 SOUTH, RANGE 46 EAST OF THE BOISE MERIDIAN:

Section 9: W $\frac{1}{2}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$.ALSO all that portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ lying South of old U.S. Highway 30 North.Section 15: SW $\frac{1}{4}$ NW $\frac{1}{4}$; W $\frac{1}{2}$ SW $\frac{1}{4}$.Section 16: NE $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$;

EXCEPTING THEREFROM any portion lying within the right-of-way of U.S. Highway 30 North.

Section 17: E $\frac{1}{2}$ W $\frac{1}{2}$; E $\frac{1}{2}$.

EXCEPTING THEREFROM any portion lying within the right-of-way of U.S. Highway 30 North.

Section 20: E $\frac{1}{2}$ W $\frac{1}{2}$; E $\frac{1}{2}$.Section 21: W $\frac{1}{2}$; W $\frac{1}{2}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$.

EXCEPTING THEREFROM that part of the W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 9 described as: Beginning at the Center-East 1/16 corner of Section 9, said corner is monumented with a 5/8" diameter rebar with a 3" diameter aluminum cap stamped with U.S. Fish and Wildlife Service Logo, corner designation CE 1/16, point number designation 4107, and in the year 1996; thence North 89°27'48" West along the one-quarter Section line of said Section a distance of 904.02 feet to a 5/8" diameter rebar with a 3" diameter aluminum cap stamped with U.S. Fish and Wildlife Service logo, corner designation POL, point number designation 4127, and in the year 1996 set in a fence line; thence along said fence line the following 12 courses: South 33°00'50" East a distance of 276.76 feet to an angle point in said fence line; South 09°12'48" East a distance of 278.59 feet to an angle point in said fence line; South 35°10'23" East a distance of 115.91 feet to an angle point in said fence line; South 49°20'28" East a distance of 51.06 feet to an angle point in said fence line; South 60°31'22" East a distance of 64.63 feet to an angle point in said fence line; South 75°39'31" East a distance of 269.33 feet to an angle point in said fence line; South 05°09'42" West a distance of 42.31 feet to an angle point in said fence line; South 42°13'39" West a distance of 178.26 feet to an angle point in said fence line; thence South 05°13'21" West a distance of 126.39 feet to an angle point in said fence line; South 20°47'13" East a distance of 221.49 feet to an angle point in said fence line; South 38°23'33" East a distance of 157.63 feet to an angle point in said fence line; South 65°45'54" East a distance of 137.74 feet to an angle point in said fence line; thence leaving said fence line North 24°14'06" East along a line perpendicular to the said previous course a distance of 53.34 feet to the center of the Thomas Fork of the Bear River; thence down the center of said river the following 2 courses: South 83°04'46" East a distance of 82.91 feet; North 82°43'36" East a distance of 27.36 feet to the East 1/16th line of said section; thence North 00°31'13" West along said 1/16th line a distance of 1370.23 feet to the Point of Beginning.

PARCEL NO. 2:

TOWNSHIP 14 SOUTH, RANGE 46 EAST, BOISE MERIDIAN, IN IDAHO:

A part of the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 9 and the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 10, described as follows:

Beginning at the intersection of the Northern Right of Way line of old Highway 30 North and the East 1/16th line of Section 9, said point is monumented with a 5/8" diameter rebar with a 3" diameter aluminum cap stamped with U.S. Fish and Wildlife Service Logo corner designation POC, point number designation 4126, and in the year 1997; thence North 00°31'13" West along said 1/16th line 80.47 feet to the center of the Thomas Fork of the Bear River; thence down the center of said river the following three courses: North 82°43'36" East a distance of 154.23 feet, North 83°52'30" East a distance of 127.01 feet, North 87°51'36" East a distance of 118.76 feet to a point 20 feet upstream from the upstream side of an irrigation diversion dam; thence North 05°33'33" West on a line 20 feet upstream from and parallel to the upstream edge of said dam a distance of 78.96 feet to a point monumented with a 5/8" diameter rebar with a 3" diameter aluminum cap stamped with U.S. Fish and Wildlife Service Logo corner designation TR10 Parcel A, point number designation 1534, and in the year 1997; thence North 84°26'27" East a distance of 57.11 feet to a 5/8" diameter rebar with a 3" diameter aluminum cap stamped with U.S. Fish and Wildlife Service Logo corner designation TR10 Parcel A, point number designation 1535, and in the year 1997; thence South 05°33'33" East on a line 20 feet downstream from and parallel to the downstream edge of said dam a distance of 95.54 feet to the center of the Thomas Fork of the Bear River; thence down the center of said river the following 25 courses: South 77°39'22" East a distance of 174.35 feet, South 64°23'22" East a distance of 78.82 feet, South 81°12'54" East a distance of 69.61 feet, North 85°45'18" East a distance of 130.93 feet, North 69°54'26" East a distance of 113.78 feet, North 44°43'37" East a distance of 128.38 feet, North 20°58'10" East a distance of 163.82 feet, North 21°36'55" East a distance of 191.91 feet, North 25°57'00" East a distance of 196.84 feet, North 19°25'58" East a distance of 152.16 feet, North 08°42'51" East a distance of 312.86 feet, North 20°12'13" East a distance of 105.41 feet, North 42°25'34" East a distance of 29.98 feet, North 48°59'31" East a distance of 19.98 feet, North 69°14'48" East a distance of 27.94

feet, South 85°42'02" East a distance of 64.78 feet, South 68°43'45" East a distance of 268.46 feet, South 62°24'45" East a distance of 201.56 feet, South 58°15'21" East a distance of 32.58 feet, South 35°04'47" East a distance of 95.28 feet, South 14°27'17" East a distance of 163.30 feet, South 09°42'04" West a distance of 97.02 feet, South 23°08'22" West a distance of 201.10 feet, South 09°59'12" West a distance of 339.06 feet, South 29°01'21" West a distance of 90.36 feet to the South 1/16th line of Section 10, thence North 88°55'56" West along said 1/16th line a distance of 574.01 feet to the South 1/16th corner common to Section 9 and 10 corner is monumented with a 5/8" diameter rebar with 3" diameter aluminum cap stamped with U.S. Fish and Wildlife Service logo corner designation S1/16S9S10, point number designation 4109, and in the year 1996; thence South 00°07'15" West along the section line common to Section 9 and 10 a distance of 188.85 feet to the Northern Right of Way line of old Highway 30 North, monumented with a 5/8" diameter rebar with a 3" diameter aluminum cap stamped with U. S. Fish and Wildlife Service Logo corner designation POT, point number designation 4125, and in the year 1996; thence along said Northern line the remaining courses: North 85°43'32" West a distance of 1037.96 feet along the arc of a curve concave to the South having a delta angle of 18°24'15", an arc length of 316.72 feet, and a radius of 986.00 feet to the Point of Beginning.

SUBJECT to a Conservation Easement across the following described property:

TOWNSHIP 14 SOUTH, RANGE 46 EAST, BOISE MERIDIAN:

Part of the E½SE¼ of Section 9 and part of the West half of the Southwest Quarter of Section 10 described as follows:

Beginning at a point on the South 1/16th line of Section 10 from which the South 1/16th corner common to Sections 9 and 10 bears North 88°55'56" West 455.79 feet distant, said point is monumented with a 5/8" diameter rebar with a 3" diameter aluminum cap stamped with U.S. Fish and Wildlife Service Logo, corner designation TR11C, point number designation 1540, and in the year 1997; thence North 23°57'49" East a distance of 167.42 feet to a 5/8" diameter rebar with a 3" diameter aluminum cap stamped with U.S. Fish and Wildlife Service logo, corner designation TR11C, point number designation 1541, and in the year 1997; thence North 10°22'37" East a distance of 657.44 feet to a 5/8" diameter rebar with a 3" diameter aluminum cap stamped with U.S. Fish and Wildlife Service Logo, corner designation TR11C, point number designation 1542, and in the year 1997; thence North 51°27'00" West a distance of 332.63 feet to a 5/8" diameter rebar with a 3" diameter aluminum cap stamped with U.S. Fish and Wildlife Service Logo, corner designation TR11C, point number designation 1543, and in the year 1997; thence North 65°33'51" West a distance of 208.08 feet to a 5/8" diameter rebar with a 3" diameter aluminum cap stamped with U.S. Fish and Wildlife Service Logo, corner designation TR11C, point number designation 1544, and in the year 1997; thence South 55°17'56" West a distance of 74.89 feet to a 5/8" diameter rebar with a 3" diameter aluminum cap stamped with U.S. Fish and Wildlife Service Logo, corner designation TR11C, point number designation 1545, and in the year 1997; thence South 10°34'56" West a distance of 390.90 feet to a 5/8" diameter rebar with a 3" diameter aluminum cap stamped with U.S. Fish and Wildlife Service Logo, corner designation TR11C, point number designation 1546, and in the year 1997; thence South 23°08'49" West a distance of 748.09 feet to a 5/8" diameter rebar with a 3" diameter aluminum cap stamped with U.S. Fish and Wildlife Service Logo, corner designation TR11C, point number designation 1547, and in the year 1997; thence South 48°17'53" West a distance of 112.99 feet to a 5/8" diameter rebar with a 3" diameter aluminum cap stamped with U.S. Fish and Wildlife Service Logo, corner designation TR11C, point number designation 1548, and in the year 1997; thence South 71°23'22" West a distance of 152.96 feet to the Northern Right of Way line of old Highway 30 North monumented with a 5/8" diameter rebar with a 3" diameter aluminum cap stamped with U.S. Fish and Wildlife Service Logo, corner designation TR11C, point number designation 1549, and in the year 1997; thence North 18°36'38" West along the line perpendicular to the said previous course a distance of 50.98 feet to the center of the Thomas Fork of the Bear River; thence down the center of said river the following 22 courses: North 85°45'18" East a distance of 27.31 feet, North 69°54'26" East a distance of 113.78 feet, North 44°43'37" East a distance of 128.38 feet, North 20°58'10" East a distance of 163.82 feet, North 21°36'55" East a distance of 191.91 feet, North 25°57'00" East a distance of 196.84 feet, North 19°25'58" East a distance of 152.16 feet, North 08°42'51" East a distance of 312.86 feet, North 20°12'13" East a distance of 105.41 feet, North 42°25'34" East a distance of 29.98 feet, North 48°59'31" East a distance of 19.98 feet, North 69°14'48" East a distance of 27.94 feet, South 85°42'02" East a distance of 64.78 feet, South 68°43'45" East a distance of 268.46 feet, South 62°24'45" East a distance of 201.56 feet, South 58°15'21" East a distance of 32.58 feet, South 35°04'47" East a distance of 95.28 feet, South 14°27'17" East a distance of 163.30 feet, South 09°42'04" West a distance of 97.02 feet, South 23°08'22" West a distance of 201.10 feet, South 09°59'12" West a distance of 339.06 feet, South 29°01'21" West a distance of 90.36 feet to the South 1/16th line of Section 10, thence North 88°55'56" West along said 1/16th line a distance of 118.22 feet to the Point of Beginning.

PARCEL NO. 3:

TOWNSHIP 14 SOUTH, RANGE 46 EAST OF THE BOISE MERIDIAN:

Section 10: Beginning at the Southwest Corner of the SE¼SE¼; thence North 150 feet; thence East 1130 feet, more or less, to the county road; thence South 150 feet along road right of way to the South Line of the SE¼SE¼; thence West 1130 feet, more or less, to the Point of Beginning.

ALSO: Beginning at a point 150 feet North of the Southwest Corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$; thence East 550 feet; thence North 400 feet, more or less, to right of way of US Highway 30 North; thence West along the South line of said right of way 560 feet, more or less, to the West line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 10; thence South 420 feet, more or less, to the Point of Beginning.

Section 11: A portion of Lot 4 described as follows: Beginning at a point 214.5 feet West of a point where U.S. Highway No. 30 intersects the Idaho-Wyoming State Line; thence South 203 feet; thence East 214.5 feet, more or less, to said State Line; thence South 250 feet, more or less, to the Southeast Corner of Lot 4; thence West 1356 feet, more or less, to the West Bank of Bear River 40 feet West of the Southwest Corner; thence Northerly following Bear River to a point where Bear River touches U.S. Highway No. 30 right of way; thence Southeasterly along the highway right of way 870 feet, more or less, to the Point of Beginning.

Section 14: Lots 1; 2; 3 and 4.

EXCEPT THEREFROM: Beginning at the G.L.O. brass cap monument found at the Southeast Corner of Lot 4 of Section 14, Township 14 South, Range 46 East of the Boise Base and Meridian; and running thence North 00°00'00" East along the East line of said Section 400.25 feet to a rebar with JSH cap in an existing fence line; thence following said fence line the following two courses: 1) South 71°29'25" West 107.16 feet to a rebar with JSH cap; 2) thence North 67°43'04" West 320.40 feet to a rebar with JSH cap; thence North 77°49'43" West 733.45 feet to a rebar with JSH cap; thence South 11°55'10" West 215.00 feet to the Northwest Corner of a corral loading chute; thence South 00°06'01" West along the West line of said chute 7.75 feet to the Northwest Corner of said corral; thence South 00°55'02" East along an existing fence line 405.05 feet to an existing Idaho Transportation Department brass cap monument; thence South 89°02'37" East 1153.15 feet to the Point of Beginning.

Section 15: E $\frac{1}{2}$; E $\frac{1}{2}$ W $\frac{1}{2}$.

EXCEPT: All road and highway rights of way.

ALSO EXCEPT: Beginning at a point 333.00 feet West of the Northeast Corner of Section 15, Township 14 South, Range 46 East of the Boise Meridian, and running thence South 2°46' East 128.00 feet; thence North 85° 22' West 226.68 feet; thence North 2°00' East 109.61 feet; thence East 215.92 feet to the Point of Beginning.

ALSO EXCEPT: Commencing at the intersection of Section Line between Section 11 and 14, Township 14 South, Range 46 East of the Boise Meridian, and the State Line between Idaho and Wyoming; thence North 00°50'01" West on the said State Line 411.75 feet, more or less, to the Centerline of U.S. 30-N Highway, (same being Station 1071 + 24.50 of Project F-1481 (22); thence North 85°41'19" West on the said Centerline of U.S. 30 North Highway 1733.34 feet (same being Station 1053 + 91.16 of Project F-1481 (22); thence South 2°47'59" East 640.0 feet; thence South 87°12'01" West 25.00 feet to the TRUE POINT OF BEGINNING; thence South 2°47'59" East 143.50 feet; thence South 25°56'21" East 63.62 feet; thence South 35°41'24" East 53.00 feet; thence South 45°53'29" East 6.00 feet, more or less, to the Northerly Bank of Bear River; thence South 14°16'00" West along the Northerly Bank of Bear River 79.44 feet; thence North 30°32'59" West 50.0 feet, more or less, to a point that is South 59°27'01" West 45.0 feet from P.T. Station 9 + 06.54 on Project OS-0400 (1) (Pegram Road); thence Northwesterly on a curve to the right with a radius of 238.08 feet and a central angle of 29°00'00" for an arc distance of 120.50 feet; thence North 01°32'59" West 38.67 feet, more or less, to a point that is South 88°27'01" West 35.0 feet from P.C. Station 7 + 68.44 on Project OS-0400 (1) (Pegram Road); thence North 01°32'59" West 128.44 feet, more or less, to a point that is South 88°27'01" West 35.0 feet from Station 6 + 40.00 on Project OS-0400 (1) (Pegram Road); thence South 89°11'14" East 12.56 feet, more or less, to the True Point of Beginning.

ALSO EXCEPT: A parcel of land in the NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 15, Township 14 South, Range 46 East of the Boise Meridian, Bear Lake County, Idaho, more particularly described as follows:

Commencing at the intersection of Section Line between Sections 11 and 14, Township 14 South, Range 46 East of the Boise Meridian, and the State Line between Idaho and Wyoming; thence North 00°50'01" West on the said State Line 411.75 feet, more or less, to the centerline of U.S. 30-N Highway, (same being Station 1071 + 24.50 of Project F-1481 (22); thence North 85°41'19" West on the said Centerline of U.S. 30-N Highway 1733.34 feet (same being Station 1053 + 91.16 of Project F-1481 (22); thence South 2°47'59" East 523.5 feet; thence South 1°32'59" East 244.94 feet to P.C. Station 7 + 68.44 on Project OS-0400 (1) (Pegram Road); thence Southeasterly on a curve to the left with a radius 272.84 feet and a central angle of 29°00'00" for an arc distance of 138.09 feet to P.T. Station 9 + 06.54 on Project OS-0400 (1) (Pegram Road); thence South 30°32'59" East 130.0 feet to Station 1-0 + 36.54 on Project OS-0400 (1) (Pegram Road) to the TRUE POINT OF BEGINNING; thence South 16°39'11" West along the Southerly Bank of Bear River 17.40 feet; thence South 11°56'50" West along the Southerly Bank of Bear River 47.70 feet; thence South 30°32'59" East 15.0 feet, more or less, to a point that is South 59°27'01" West 45.0 feet from P.C. Station 10 + 98.54 on Project OS-0400 (1) (Pegram Road); thence South 15°54'36" East 138.15 feet, more or less, to a point that is South 88°43'46" West 35.0 feet from P.T. Station

12' + 61.2 on Project OS-0400 (1) (Pegram Road); thence North 06°13'43" East 166.88 feet; thence North 18°10'21" West 94.13 feet; thence North 45°53'29" West 6.00 feet, more or less, to the Southerly Bank of Bear River; thence South 16°39'11" West along the Southerly Bank of Bear River 52.6 feet, more or less, to the True Point of Beginning.

ALSO: A parcel of land located in Section 10, Township 14 South, Range 46 East, Boise Meridian, Bear Lake County, Idaho, and more particularly described as follows:

Commencing at the Southwest Corner of said Section 10, from which the closing corner of Sections 11 and 14 of said Township 14 South, Range 46 East, bears South 89°33'51" East 6781.59 feet; thence South 89°34'18" East 4572.52 feet; thence North 151.45 feet to a 5/8" rebar and cap labeled "BRIAN ALLEN, PLS 9163", the TRUE POINT OF BEGINNING; thence North 89°23'48" West 33.79 feet to a 5/8" rebar and cap (PLS 9124); thence North 00°12'28" West 380.78 feet to a 5/8" rebar and cap (PLS 9124) set on the Southerly right of way line of Highway 30 (Project F-1481(22)); thence South 84°56'31" East 33.93 feet along said right of way line to a 5/8" rebar and cap (PLS 9163); thence South 00°12'28" East 378.14 feet to the TRUE POINT OF BEGINNING.

ALSO: A parcel of land located in Section 15 Township 14 South, Range 46 East, Boise Meridian, Bear Lake County, Idaho, and more particularly described as follows:

Commencing at the Northwest Corner of said Section 15, from which the closing corner of Sections 11 and 14 of said Township 14 South, Range 46 East, bears South 89°33'51" East 6781.59 feet; thence South 89°34'18" East 4835.59 feet to a found pipe and washer (CE 2282), the TRUE POINT OF BEGINNING; thence South 89°34'18" East 17.40 feet to a 5/8" rebar and cap labeled "BRIAN ELLEN, PLS 9163"; thence South 02°27'11" West 110.93 feet to a 5/8" rebar and cap (PLS 9163); thence North 84°54'49" West 17.41 feet to a 5/8" rebar and cap (PLS 9124); thence North 02°27'11" East 109.51 feet to the True Point of Beginning.

EXCEPT THEREFROM: A parcel of land located in Section 10, Township 14 South, Range 46 East, Boise Meridian, Bear Lake County, Idaho, and more particularly described as follows:

Commencing at the Southwest Corner of said Section 10, from which the closing corner of Sections 11 and 14 of said Township 14 South, Range 46 East, bears South 89°33'51" East 6781.59 feet; thence South 89°34'18" East 4572.52 feet; thence North 129.98 feet to a 5/8" rebar and cap labeled "BRIAN ALLEN, PLS 9163", the TRUE POINT OF BEGINNING; thence North 00°12'28" West 21.47 feet to a 5/8" rebar and cap (PLS 9163); thence South 89°23'48" East 473.05 feet to a found pipe in an existing fence line; thence South 02°19'08" East 32.72 feet along said fence line to a 5/8" rebar and cap (PLS 9163) set at a fence corner; thence North 88°02'39" West 474.55 feet along said fence line and its Westerly extension to the True Point of Beginning.

EXCEPT THEREFROM: A parcel of land located in Section 15 Township 14 South, Range 46 East, Boise Meridian, Bear Lake County, Idaho and more particularly described as follows:

Commencing at the Northwest Corner of said Section 15, from which the closing corner of Section 11 and 14 of said Township 14 South, Range 46 East, bears South 89°33'51" East 6781.59 feet; thence South 89°34'18" East 4852.99 feet to a 5/8" rebar and cap labeled "BRIAN ALLEN, PLS 9163"; thence South 02°27'11" West 110.93 feet to a 5/8" rebar and cap (PLS 9163), the TRUE POINT OF BEGINNING; thence South 84°54'49" East 192.69 feet to a 5/8" rebar and cap set on the Westerly right of way line of Pegram Road (Project OS-0400(1)); thence South 00°48'11" East 10.04 feet along said right of way line to a 5/8" rebar and cap (PLS 9163); thence North 84°54'49" West 193.29 feet to a 5/8" rebar and cap (PLS 9163); thence North 02°36'49" East 10.00 feet to the True Point of Beginning.



RE-24 VACANT LAND REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY



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# _____

DATE: January 13, 2004

1. REAL ESTATE OFFICES:

LISTING AGENCY Patrick Bates Land Company Office Phone # 800-819-9920
Office Fax # 801-521-4466 E-Mail pbico@qwest.net Other Phone # 801-521-4259
Listing Agent Patrick Bates E-Mail _____ Phone # 801-560-4259 (cell)
SELLING AGENCY Same as Above Office Phone # _____
Office Fax # _____ E-Mail _____ Other Phone # _____
Selling Agent _____ E-Mail _____ Phone # _____

2. BUYER: Cary G. Peterson, or Assigns (Hereinafter called "BUYER")
agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PREMISES" COMMONLY
KNOWN AS Fly Way River Ranch City _____ County Bear Lake ID, Zip _____
legally described as: Approximately 2,540 Deeded Acres - See Attached Exhibit "A" - Legal Description - Idaho Side
plus Assignment of Idaho State Lease No. G-9084 on 400 Acres
OR Legal Description Attached as addendum # _____ (Addendum must accompany original offer.)

3. TOTAL PURCHASE PRICE: Eight Hundred Thousand DOLLARS, \$ 800,000
payable upon the following TERMS AND CONDITIONS (Not including closing costs):

4. FINANCIAL TERMS: Note: A+C+D must add up to total purchase price, except for 100% financing
\$ 25,000

A. EARNEST MONEY: BUYER hereby deposits Twenty-Five Thousand DOLLARS as Earnest
Money evidenced by: ☐ cash ☒ personal check ☐ cashier's check ☐ note due ☐ other _____ and a
receipt is hereby acknowledged. Earnest Money to be deposited in trust account upon acceptance by all parties and shall be held
by: ☒ Listing Broker ☐ Selling Broker ☐ other _____ for the benefit of the parties hereto, and
Patrick Bates Land Company (Broker) shall hold the completely executed Broker's copy of this
Agreement. The responsible Broker shall be C. Patrick Bates

B. ALL CASH OFFER: ☐ NO ☒ YES If this is an all cash offer do not complete lines 46 through 49, fill blanks with N/A
(Not Applicable). IF CASH OFFER BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL
CONTINGENCY, BUYER agrees to provide SELLER within 20 business days from the date of this agreement, 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.

\$ 0 **C. ADDITIONAL FINANCIAL TERMS:** None

☐ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 5)
☐ Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.

\$ 775,000

D. APPROXIMATE FUNDS DUE AT CLOSING: Cash at closing, not including closing costs, to be paid by BUYER at closing,
in GOOD FUNDS, which includes: cash, electronic transfer funds, certified check or cashier's check. Any net difference
between the approximate balances of the loan(s) shown above, which are to be assumed or taken subject to, and the actual
balances of said loan(s) at closing of escrow shall be adjusted in ☐ Cash ☐ Other: _____

5. OTHER TERMS AND/OR CONDITIONS: None Except Those Contained in Attached Exhibit "C"

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 1 of 5 PAGES
BUYER'S Initials CGP Date 1-13-04 SELLER'S Initials ell Date 1-15-04

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6. "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.

7. INSPECTION: BUYER chooses ☒ to have inspection; ☐ not to have inspection. If BUYER chooses not to have inspection skip lines 157 to 173. BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within 40 business day(s) of acceptance, complete these inspections and give to SELLER written notice of items disapproved of. 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. BUYER'S acceptance of the condition of the property is a contingency of this Agreement.

SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1. If BUYER does not within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall conclusively be deemed 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 items disapproved of, BUYER shall provide to SELLER pertinent section(s) of written inspection reports. SELLER shall have 10 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 BUYERS inspection contingency.
3. If the SELLER elects not to correct the disapproved items, 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 SELLER does not respond within the strict time period specified, BUYER shall have the right to cancel this agreement in writing.
5. 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.

BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

- A. SIZE: Square footage and lot size. (Any numerical statements regarding these items are APPROXIMATION ONLY, and have not been and will not be verified and should not be relied upon by BUYER.)
- B. LINES AND BOUNDARIES: Property lines and boundaries, septic, and leach lines (Fences, walls, hedges, and other natural or constructed barriers or markers do not necessarily identify true property boundaries. Property lines may be verified by surveys.)
- C. ZONING AND LAND USE: Inquiries, investigations, studies or any other means concerning past, present or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the property, BUYER's intended use of the property, future development, zoning, building, size, governmental permits and inspections. Both parties are advised that Broker does not guarantee the status of permits, zoning or code compliance. The parties are to satisfy themselves concerning these issues.
- D. UTILITIES AND SERVICE: Availability, costs, and restrictions of utilities and services, including but not limited to, sewage, sanitation, water, electricity, gas, telephone, cable TV and drainage.
- E. UTILITIES, IMPROVEMENTS & OTHER RIGHTS: SELLER represents that the property does have the following utilities, improvements, services and other rights available (describe availability): Electrical Service and Telephone
- F. HAZARDOUS MATERIALS: The real estate broker(s) or their agents in this transaction have no expertise with respect to toxic waste, hazardous materials or undesirable substances. No representations, either expressed or implied, have been or will be made with respect to the existence or non-existence of such materials on the property. BUYERS who are concerned about the presence of such materials should have the property inspected by qualified experts. BUYER acknowledges that he/she has not relied upon any representations by either the Broker or the SELLER with respect to the condition of the property that are not contained in this Agreement or in any disclosure statements.
- G. TAX LIABILITY: The BUYER and SELLER acknowledge that they have not received or relied upon any statements or representations by the Broker with respect to the effect of this transaction upon BUYER's or SELLER's tax liability.

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:

(A) TITLE COMMITMENT: Prior to closing the transaction, ☒ SELLER or ☐ BUYER shall furnish to BUYER a commitment of a title insurance policy showing the condition of the title to said premises. BUYER shall have 15 business day(s) from receipt of the commitment or not less 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 commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the condition of the title. It is agreed that if the title of said premises is not marketable, or cannot be made so within 30 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.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 2 of 5 PAGES
BUYER'S Initials (CEP) () Date 1-13-04 SELLER'S Initials (AL) () Date 1-15-04

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PROPERTY ADDRESS: Fly Way River Ranch - Bear Lake County, Idaho

ID#:

(B). TITLE COMPANY: The parties agree that First Idaho Title Company located at Montpelier, Idaho shall provide 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 premises 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. The risk assumed by the title company in the standard coverage policy is limited to matters of public record.

(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.

(E) EXTENDED COVERAGE OWNER'S POLICY: A standard title policy does not cover certain potential problems or risks such as liens (i.e. a legal claim against premises for payment of some debt or obligation, boundary disputes, claims of easement and other matters of claims if they are not of public record at time of closing.) However, under Idaho law, such potential claims against the premises may have become legal obligations before the purchase of the home and yet may not be of public record until after the purchase. It is recommended that BUYER talk to a title company about what it offers in the way of extended coverage title policies and endorsements. This extended coverage owner's policy is for the benefit of the owner and provides similar coverage like provided by the extended coverage lender's policy.
Extended Coverage Owner's Policy requested ☐ Yes ☒ No. Additional premium paid by: ☐ BUYER ☐ SELLER.

10. 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.

11. 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 moneys or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.

12. COVENANTS, CONDITIONS AND RESTRICTIONS (C.C. & R.'S): BUYER is responsible to obtain and review a copy of the C.C. & R.'s (if applicable). BUYER has reviewed C.C. & R.'s. ☐ Yes ☐ No ☒ NOT APPLICABLE.

13. 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, By-Laws 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 ☒ NOT APPLICABLE. Association fees/dues are \$ n.a. per n.a.

~~14. FARM/CROPS/TIMBER RIGHTS: SELLER, or any tenant of SELLER, shall be allowed to harvest, sell or assign any annual crops which have been planted on the Property prior to the date of this Contract, even though said harvest time may occur subsequent to the date of the settlement of this contract, unless otherwise agreed by attached addendum. If the crop consists of timber, then neither SELLER nor any tenant of SELLER shall have any right to harvest the timber unless the right to remove same shall be established by attached addendum. Notwithstanding the provisions hereof, any tenant who shall be leasing the Property shall be allowed to complete the harvest of any annual crops that have been planted prior to the date of Contract Acceptance as previously agreed between SELLER and Tenant. ANY AND ALL SUCH TENANT AGREEMENTS ARE TO BE ATTACHED.~~

15. NOXIOUS WEEDS: BUYER of the property in the State of Idaho should be aware that some properties contain noxious weeds. The laws of the State of Idaho require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For more information concerning noxious weeds and your obligations as an owner of property, contact your local county extension office.

16. MINERAL RIGHTS: Any and all mineral rights which are already included with the property will be included in the sale of this property unless otherwise stipulated.

17. WATER RIGHTS: Description of water rights, water systems, wells, springs, water, ditches, ditch rights, etc., if any, that are appurtenant thereto that are now on or used in connection with the premises and shall be included in the sale unless otherwise provided herein:

See Exhibit B

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

19. BUSINESS DAYS & HOURS: 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.

20. 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 unenforceability of the remaining provisions shall not in any way be affected or impaired thereby.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 3 of 5 PAGES
BUYER'S Initials (CEP) () Date 1-13-04 SELLER'S Initials (EL) () Date 1-15-04

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21. 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 party or the Closing Agency, the parties will confirm facsimile or electronic transmitted signatures by signing an original document.

22. ADDITIONAL TERMS, CONDITIONS AND/OR CONTINGENCIES: The closing of this transaction is contingent upon written satisfaction or waiver of the following conditions. 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.

	BUYER	SELLER	Shared Equally	Not Applicable		BUYER	SELLER	Shared Equally	Not Applicable
Appraisal Fee				X	Environmental Inspection (Level 1)	X	If Buyer Chooses		
Zoning Variance				X	Environmental Inspection (Level 2)	X	If Buyer Chooses		
Closing Escrow Fee			X		Environmental Inspection (Level 3)	X	If Buyer Chooses		
Survey				X	PERC Test				
Flood Certification/Tracking Fee				X	Long Term Escrow Fees				
Soil(s) Test(s)	X	If Buyer Chooses							
Hazardous Waste Report(s)	X	If Buyer Chooses							
Attorney Contract Preparation Fee	Buyer and Seller Shall Each Pay Their Attorney's Fees								
Water Rights Transfer Fee	X								

BUYER will have until February 26, 2004 (Date) at 5:00 ☐ am/☒ pm to satisfy or waive any and all conditions and/or contingencies.

23. 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.

24. 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.

25. 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 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, 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, 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, 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.

26. SALES PRICE INFORMATION: SELLER and BUYER hereby grant permission to the brokers and either party to this Agreement to disclose sale data from this transaction, including selling price and property address to the local Association / Board of REALTORS®, its members, its members' prospects, appraisers and other professional users of real estate sales data. The parties to this Agreement acknowledge that sales price information compiled as a result of this Agreement may be provided to the County Assessor's Office by either party or by either party's Broker.

27. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

28. CLOSING: Closing shall occur on or before 3-19-2004 (Date) at 1:00 ☐ am/☒ pm, or as soon thereafter as financing documents can be prepared and marketable title delivered, but not to exceed 10 business days. This extension is not available if financing documents are prepared and marketable title can be delivered on or before the specific closing date. The terms "closing," "closed," or "closing date" shall mean when the deed or contract is recorded and funds are available to the SELLER. SELLER and BUYER acknowledge that, for closing to occur by the date specified, it may be necessary to execute documents and deposit funds in escrow prior to that date. The parties agree that the "closing agency" for this transaction shall be First Idaho Title Company located at Montpelier, Idaho

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 4 of 5 PAGES
BUYER'S Initials (CJP) Date 1-15-04 SELLER'S Initials (JLL) Date 1-15-04

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PROPERTY ADDRESS: Fly Way River Ranch - Bear Lake County, Idaho

ID#:

29. POSSESSION: BUYER shall be entitled to possession ☒ upon closing or ☐ date _____ at _____ am/pm. 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 Closing Date.

30. SPECIAL CONSIDERATIONS AND CONTINGENCIES: This Agreement is made subject to the following special considerations and/or contingencies which must be satisfied prior to closing: See Attached Exhibit "B" - Water Rights and Attached Exhibit "C" - Contingencies

31. 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 broker working with the BUYER(S) is acting as an AGENT for the BUYER(S).
☐ B. The broker working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S).
☐ C. The broker working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

Section 2:

- ☒ A. The broker working with the SELLER(S) is acting as an AGENT for the SELLER(S).
☐ B. The broker working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S).
☐ C. The broker working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

Each party signing this document confirms that he or she has received, read and understood the Agency Disclosure Brochure and has elected the relationship confirmed above. In addition, each party confirms that the broker's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE OR SHE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKER UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION. Each party signing this document understand that the above confirmation DOES NOT create an agency relationship between the Broker(s) and the BUYER(S) and SELLER(S) and they are a CUSTOMER and NOT REPRESENTED by a Broker UNLESS there is a SEPARATE signed written agreement as required by Idaho Statute to create that relationship.

32. ACCEPTANCE: BUYER'S offer is made subject to the acceptance of SELLER on or before (Date) January 19, 2004 at (Time) 5:00 ☐ a.m. ☒ p.m. If SELLER does not accept this Agreement within the time specified, the entire Earnest Money shall be refunded to BUYER on demand.

33. BUYER'S SIGNATURES: I/We further acknowledge receipt of a true copy of this Agreement.

☒ SEE ATTACHED BUYER'S ADDENDUM(S): 3 (Specify number of BUYER addendum(s) attached.)

BUYER Signature Cary G. Peterson
 Date 1-13-04 Time 3:15 ☐ a.m. ☒ p.m.
 Address 406 East 500 North
 E-Mail Address _____

BUYER (Print Name) Cary G. Peterson
 Phone # 435-623-1816 Cell # 801-556-8684
 City Nephi State UT Zip 84648
 Fax # _____

BUYER Signature _____
 Date _____ Time _____ ☐ a.m. ☐ p.m.
 Address _____
 E-Mail Address _____

BUYER (Print Name) _____
 Phone # _____ Cell # _____
 City _____ State _____ Zip _____
 Fax # _____

34. 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. I/We further acknowledge receipt of a true copy of this Agreement signed by both parties.

☒ SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER ☐ SIGNATURE(S) SUBJECT TO ATTACHED ADDENDUM(S) # _____

SELLER Signature Elizabeth M. Goble - Trustee
 Date 1-15-04 Time 4:30 ☐ a.m. ☒ p.m.
 Address _____
 E-Mail Address _____

SELLER (Print Name) _____
 Phone # _____ Cell # _____
 City _____ State _____ Zip _____
 Fax # _____

SELLER Signature _____
 Date _____ Time _____ ☐ a.m. ☐ p.m.
 Address _____
 E-Mail Address _____

SELLER (Print Name) _____
 Phone # _____ Cell # _____
 City _____ State _____ Zip _____
 Fax # _____

34. BUYER'S ACKNOWLEDGMENT OF RECEIPT OF FINAL COPY BEARING ALL SIGNATURES:

A true copy of the foregoing Agreement, signed by the SELLER and containing the full and complete description of the premises, is hereby received on

Date _____ Time _____ ☐ a.m. ☐ p.m.

BUYER: _____ BUYER: _____

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 5 of 5 PAGES
 BUYER'S Initials (CGP) Date 1-13-04 SELLER'S Initials (EMG) Date 1-15-04

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RE-24 VACANT LAND PURCHASE AND SALE AGREEMENT JULY, 2003 EDITION PAGE 5 OF 5