

Antelope - Bonnevill

DEV.

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01

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)
23-10275		
23-10276		

Water Right No(s)	Adjudication Claim No(s)	Split(s)

SUPPORT DATA

IN FILE # 23-10275

RECEIVED

SUPPORT DATA

IN FILE # 23-10275

~~RECEIVED~~

JUN 26 2009

Department of Water Resources
Eastern Region

2. The following **REQUIRED** information must be submitted with this form:
- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The AERIAL PHOTO should be submitted in place of the PLAT OF PROPERTY or SURVEY MAP.
- JUN 26 2009
Department of Water Resources
Eastern Region

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

Foster Land & Cattle Co

PO Box 626

Ririe ID 83443

4. New Owner/Claimant(s)

Foster Company

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

New Mailing Address

PO Box 626

City, State and ZIP Code

Ririe, ID 83443

New Telephone Number

(708) 538-5170 Email: vista.valley.eg@gmail.com

5. Date you acquired the property

2-26-2009

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)

Bd List

(title if applicable)

(title if applicable)

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

For IDWR Office Use Only:

Received by BML
 Received by BML
 Processed by AJ

Date 6/24/09
 Date 6/24/09
 Date

Receipt Amt. \$ 350.00
 Receipt No. ED 35162
 WR Date

\$ 50.00

WARRANTY DEED

Instrument # 1324894
 IDAHO FALLS, BONNEVILLE, IDAHO
 2-26-2009 03:56:17 No. of Pages: 4
 Recorded for: HOLDEN KIDWELL
 RONALD LONGMORE
 Ex-Officio Recorder Deputy *[Signature]* Fee: 12.00
 Index to: DEED, WARRANTY

THIS INDENTURE is made this 19 day of February, 2009, by Foster Land and Cattle Co., (a/k/a Foster Land & Cattle Company and Foster Land & Cattle Co.), an Idaho general partnership, whose general partners are Bradley D. Foster, Sharol Foster, Boyd S. Foster, and Laurie Foster, the "Grantor", and Foster Company, a new Idaho general partnership, whose general partners are Boyd S. Foster and Laurie Foster, the "Grantee", whose mailing address is P. O. Box 626, Ririe, Idaho, 83443.

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

Township 2 North, Range 42 EBM, Bonneville County, Idaho.

Section 3: SE $\frac{1}{4}$ SW $\frac{1}{4}$ lying South of Highway 26
 SW $\frac{1}{4}$ SE $\frac{1}{4}$ lying South of Highway 26.

EXCLUDING the following:

Beginning at the Southwest Corner of Section 3, Township 2 North, Range 42 East of the Boise Meridian, Bonneville County, Idaho, said point being the True Point of Beginning; thence N00°05'21"E along the West line of Section 3, 2643.26 feet to the West Quarter Corner of said Section 3; thence N00°05'28"E along said West line 949.33 feet, more or less, to the intersection of the Right of Way of U.S. Highway No. 26; thence S43°29'51"E along the right of said Highway 3524.16 feet to the intersection of an existing fence line; thence S36°11'16"W along said fence line 1296.98 feet, more or less, to the intersection of the South line of Section 3; thence N89°38'04"W along said South line 1665.64 feet to the True Point of Beginning.

Section 9: E $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$; E $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ less the North 954.91 feet; E $\frac{1}{2}$ less the North 954.91.

COPY

Section 10: $W\frac{1}{2}$; and the following described tract: Beginning at a point on the north-south center line of said Section 10, which is South 2311 feet from the North Quarter Corner; thence North $66^{\circ}33'$ East 1455 feet; thence North $33^{\circ}46'$ East to the Southwesterly line of State Highway right-of-way; thence following said highway right-of-way Northwesterly to the point of intersection with the north line of Section 10; thence West along said north line to the North Quarter Corner, thence South 2311 feet to the point of beginning.

EXCLUDING the following:

Beginning at the Northwest Corner of Section 10, Township 2 North, Range 42 East of the Boise Meridian, Bonneville County, Idaho, said point being the True Point of Beginning; thence $S89^{\circ}38'04''E$ along the North line of Section 10, 1665.64 feet to a point of an existing fence line; thence $S36^{\circ}11'16''W$ along said fence line 1173.98 feet; thence $N89^{\circ}48'37''W$ 974.96 feet to a point on the West line of Section 10; thence $N00^{\circ}09'02''E$ along said West line 954.91 feet to the True Point of Beginning.

Section 15: $N\frac{1}{2} NW\frac{1}{4}$; $SW\frac{1}{4} NW\frac{1}{4}$; $SW\frac{1}{4}$; $W\frac{1}{2} SE\frac{1}{4}$, also $E\frac{1}{2} SE\frac{1}{4}$.

Section 16: $E\frac{1}{2}$; East 660 feet of the West Half.

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

Section 22: $NW\frac{1}{4}$; $NW\frac{1}{4} NE\frac{1}{4}$, also $NE\frac{1}{4} NE\frac{1}{4}$.

SUBJECT to all existing easements or claims of easements, patent reservations, rights of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises.

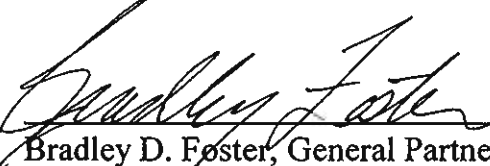
TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any remainders, rents, issues and profits therefrom; and all estate, right, title and interest in and to the property, as well in law as in equity, of the Grantor.

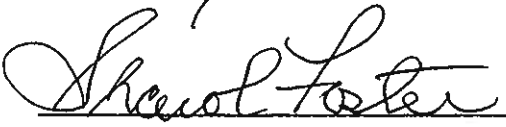
TO HAVE AND TO HOLD the premises and the appurtenances unto the Grantee, and to the Grantee's heirs and assigns forever. The Grantor and the Grantor's heirs shall warrant and defend the premises in the quiet and peaceable possession of the Grantee and the Grantee's heirs and assigns, against the Grantor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

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

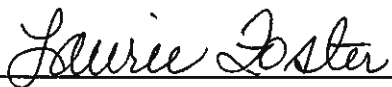
IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.

FOSTER LAND AND CATTLE CO.

By: 
Bradley D. Foster, General Partner

By: 
Sharol Foster, General Partner

By: 
Boyd S. Foster, General Partner

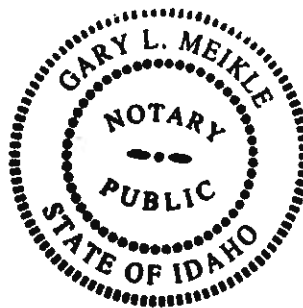
By: 
Laurie Foster, General Partner

STATE OF IDAHO)
)ss.
County of Bonneville)

On the 19 day of February, 2009, before me the undersigned, a notary public in and for said State, personally appeared Bradley D. Foster and Sharol Foster, known or identified to me to be the partners in the partnership of Foster Land and Cattle Co. and the partner or partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that they executed the same in said partnership name.

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

(seal)



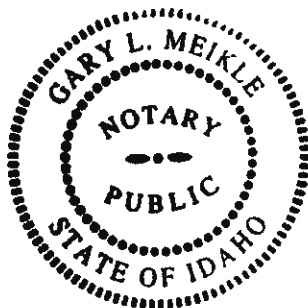
Gary L. Meikle
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 12-15-2009

STATE OF IDAHO)
)ss.
County of Bonneville)

On the 19 day of February, 2009, before me the undersigned, a notary public in and for said State, personally appeared Boyd S. Foster and Laurie Foster, known or identified to me to be the partners in the partnership of Foster Land and Cattle Co. and the partner or partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that they executed the same in said partnership name.

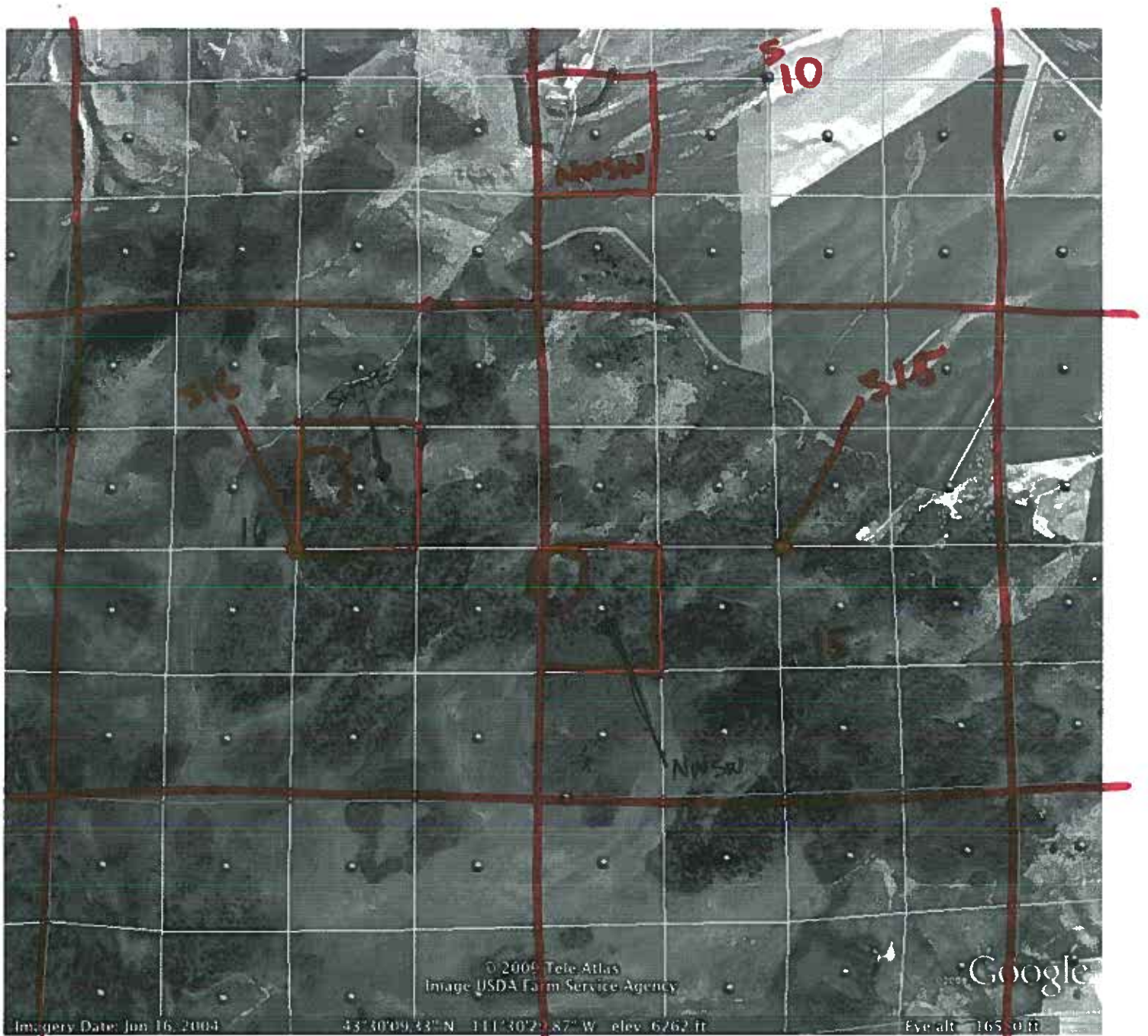
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(seal)



Gary L. Meikle
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 12-15-2009

G:\WPDATA\GLM\5288-007\deeds\Antelope\FLC to FC.bonneville.wpd:



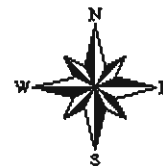
ID T2N R42E S15, 16, 10

FARM NO: 4097
TRACT NO: 3281 pg. 2



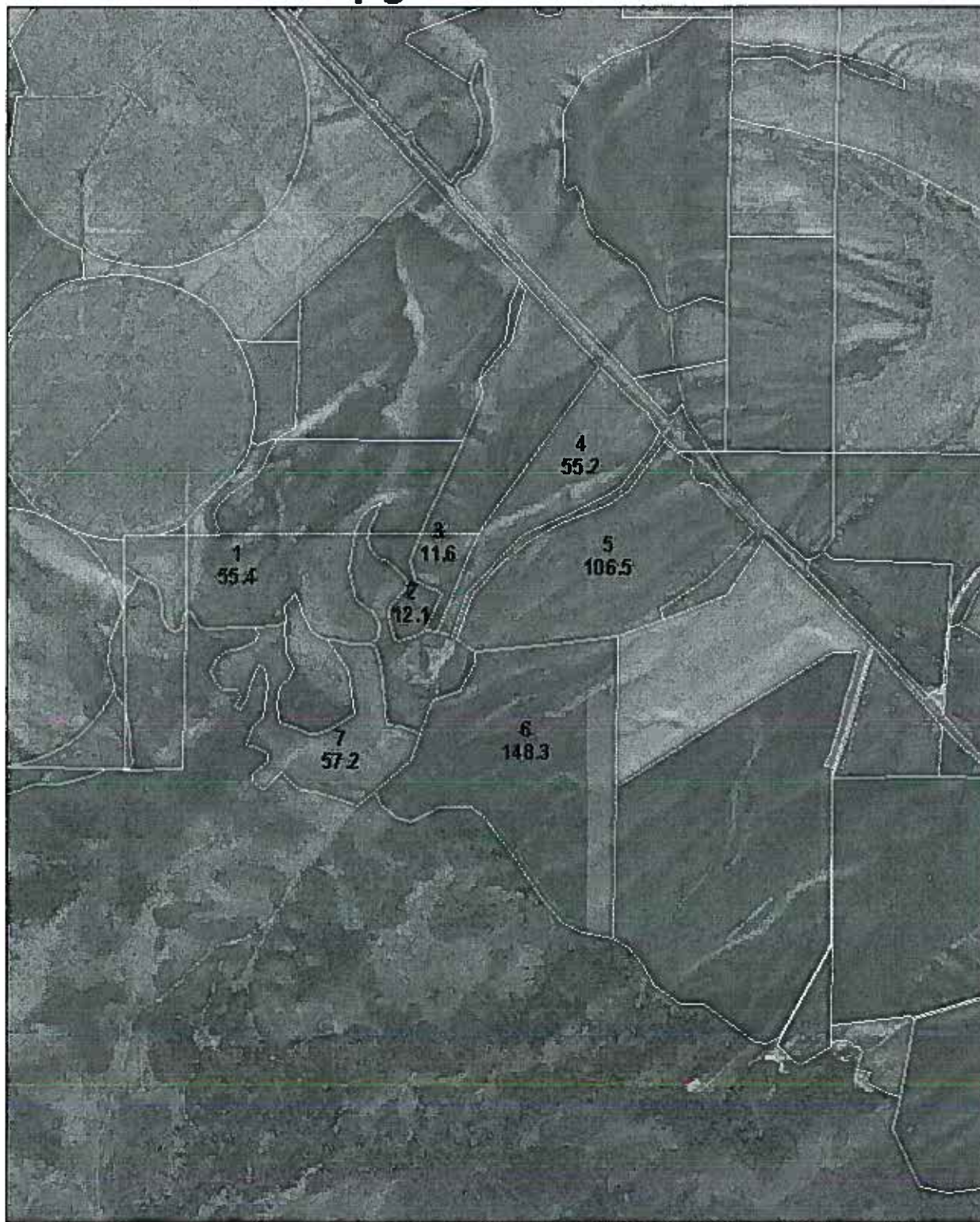
Prepared by FSA

Date: 9-23-08 NOT TO SCALE



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

FARM NO: 4097
TRACT NO: 3281 pg. 1



Prepared by FSA

Date: 9-23-08 NOT TO SCALE



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

CORPORATION WARRANTY DEED

Mar 31 1981

THIS INDENTURE is made and entered into as of this 15th day of March, 1981, between JESS CROFT AND SON, INC., an Idaho corporation having its principal office in Idaho at Idaho Falls in the County of Bonneville, Grantor, and FOSTER LAND & CATTLE CO., an Idaho general partnership composed of Melba Foster Pettingill and Brad Foster, of Rigby, Jefferson County, State of Idaho, Grantee,

WITNESSETH, that Grantor having been hereunto duly authorized by resolution of its Board of Directors, for and in consideration of the trade by good and sufficient warranty deed of certain other real property situate in Clark County, Idaho, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto Grantee, and to its successors and assigns forever, all the following described real estate situated in Bonneville County, State of Idaho, to-wit:

Township 2 North, Range 42 E.B.M., Bonneville County,
Idaho

- Section 3: Those portions of the E 1/2 SW 1/4 and of the W 1/2 SE 1/4, if any, lying south of the South right-of-way line of U.S. Highway 26.
- " 9: E 1/2
- " 10: W 1/2; and the following described tract:
Beginning at a point on the north-south center line of said Section 10, which is South 2311 feet from the North Quarter Corner; thence North 66° 33' East 1455 feet; thence North 33° 46' East to the Southwesterly line of State Highway right-of-way; thence following said highway right-of-way Northwesterly to the point of intersection with the north line of Section 10; thence West along said north line to the North Quarter Corner, thence South 2311 feet to the point of beginning.
- " 15: N 1/2 NW 1/4; SW 1/4 NW 1/4; SW 1/4; W 1/2 SE 1/4
- " 16: E 1/2; east 660 feet of the West Half
- " 21: E 1/2 NE 1/4; NW 1/4 NE 1/4; E 1/2 NW 1/4
- " 22: NW 1/4; NW 1/4 NE 1/4

SUBJECT TO:

1. Taxes and water assessments for the year 1981 and all subsequent years.
2. All easements and rights of way of record and those appearing on the land which affect the described property, and also subject to all existing trades of use of portions of the afore-described property with neighboring landowners, as such trades currently appear on the land.
3. All governmental regulations, zoning ordinances and other statutes or laws affecting the described property.
4. All existing oil, gas, mineral and geothermal leases, interest or reservations of interests affecting the described property, but the share thereof being conveyed to Buyer will be appropriately assigned.

RESERVING TO THE GRANTOR an undivided one-half interest in all remaining oil, gas and other mineral rights in and to the above described property, to itself, its successors and assigns forever.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, specifically including but not being limited to, all water, water rights and ditch rights thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, 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 Grantor, including any after acquired title.

TO HAVE AND TO HOLD, all and singular, the above mentioned and described premises, together with the appurtenances, unto Grantee, and to its successors and assigns forever. And the Grantor, and its successors, the said premises in the quiet and peaceable possession of the Grantee, its successors and assigns against the Grantor, and its successors, 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 Grantor has caused its corporate name to be hereto subscribed by its President and its corporate seal to be affixed by its Secretary in pursuance to said resolution as of the day and year first above written.

(SEAL.)

JESS CROFT AND SON, INC.

By: David H. Croft
Its President

Attest: Laurel R. Croft
Its Secretary

STATE OF IDAHO.

County of Bonneville

) ss.

On this 24 day of March, 1981, before me the undersigned, a Notary Public in and for the State of Idaho, personally appeared David H. Croft and Laurel R. Croft, known to me to be the President and Secretary, respectively, of the corporation that executed the foregoing instrument, and acknowledged to me that such corporation 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.)

John D. Helle
Notary Public for State of Idaho
Residing at Idaho Falls, Idaho
My Commission is Permanent

603783
3-31-81
11:37:39
4.88

Marsh R. Helle

DATE 3-31-81
INST. CODE 356
FICHE NO. 133-46
FEE 10.00

807784

STATE OF IDAHO
COUNTY OF BONNEVILLE
FILED FOR RECORD WITHIN
IN MONTHS AS SUGGESTED.

CORPORATION WARRANTY DEED

Record to be made
County Recorder

THIS INDENTURE is made and entered into as of this 15th day of March, 1981, between JESS CROFT AND SON, INC., an Idaho corporation having its principal office in Idaho at Idaho Falls in the County of Bonneville, Seller, and FOSTER LAND & CATTLE CO., an Idaho general partnership composed of Melba Foster Pettingill and Brad Foster, of Rigby, Jefferson County, State of Idaho, Buyer,

WITNESSETH, that Seller having been hereunto duly authorized by resolution of its Board of Directors, for and in consideration of Ten and no/100 Dollars (\$10.00), lawful money of the United States of America, and other good and valuable consideration, to it in hand paid by Buyer, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto Buyer, and to its successors and assigns forever, all the following described real estate situated in Bonneville County, State of Idaho, to-wit:

PARCEL NO. 1

Township 2 North, Range 42 E.B.M., Bonneville County,
Idaho

- Section 14: S 1/2 SW 1/4
" 15: E 1/2 SE 1/4
" 22: NE 1/4 NE 1/4
" 23: N 1/2 NW 1/4 NW 1/4; E 1/2 NW 1/4; NE 1/4 SW 1/4; NE 1/4
" 24: NW 1/4 SW 1/4; S 1/2 NW 1/4

PARCEL NO 1 IS CONVEYED SUBJECT TO:

1. Taxes and water assessments for the year 1967 and all subsequent years.
2. All easements and rights of way of record and those appearing on the land which affect the described property, and also subject to all existing trades of use of portions of the afore-described property with neighboring landowners, as such trades currently appear on the land.
3. All governmental regulations, zoning ordinances and other statutes or laws affecting the described property.
4. All existing oil, gas, mineral and geothermal leases, interest or reservations of interests affecting the described property, but the share thereof being conveyed to Buyer will be appropriately assigned.
5. A reservation in G. Robert Bitter and Sherry Bitter, his wife, of an undivided one-half interest in and to all oil, gas, and other mineral rights in and to the above-described property; but subject to the conditions stated in such reservation that if there exist no productive wells, mines or other development of such oil, gas or minerals and no in force leases for oil, gas and/or minerals on the described property or on property to which the subject property would participate in any pooling arrangement on the 15th day of February, 2001, then these reserved rights shall expire and vest in Seller. However, if such mines, wells or other developments, leases or exploration are in effect or in progress on said date, then said interest in the oil, gas and minerals shall continue after said date until oil such cease.
6. Contract of Sale dated December 14, 1973, between George E. Bitter and Bessie Y. Bitter, Sellers, and Robert Bitter and Sherry Bitter, Buyers, which was

amended February 15, 1976, and assigned to Seller, as disclosed by a Notice of Contractual Interest in Property recorded November 1, 1976, Recorder's No. 506057, records of Bonneville County.

7. A Contract of Sale executed between Anna Marie (Benson) Heyrend, Seller, and Floyd Bagley and Vivian Bagley, his wife, as Buyers, on October 13, 1973, which was assigned on October 13, 1973 by the Bagleys to G. Robert Bitter and Sherry Bitter, his wife, as Assignees, as disclosed by a Notice of Contractual Interest recorded November 13, 1973, Recorder's No. 454881, records of Bonneville County, Idaho; which was further assigned to Seller by virtue of an Assignment of Contract of Sale (and Escrow) dated February 15, 1976, between G. Robert Bitter and Sherry Bitter, his wife, as Assignors, and Seller herein, as Assignee, as disclosed by a Notice of Contractual Interest in Property recorded November 1, 1976, Recorder's No. 506057, records of Bonneville County, Idaho.
 8. An Escrow Agreement executed December 2, 1974, between Fred Zitlau and Athene Zitlau, his wife, and Carl F. Zitlau, a single man, Sellers, and G. Robert Bitter and Sherry Bitter, his wife, pursuant to which a deed conveying the N 1/2 NW 1/4 NW 1/4 of Section 23, Township 2 North, Range 42 E.B.M. was placed in escrow pending the final payment and performances by G. Robert Bitter and Sherry Bitter under the Contract of Sale described in paragraph 7 hereof, inasmuch as such property had been exchanged for an additional 40-acre parcel (not involved in this conveyance) being purchased by the said Bitters under said Contract of Sale. G. Robert Bitter and Sherry Bitter, his wife, have executed and delivered to the escrowholder of the said Escrow Agreement a deed conveying said property to Seller herein, pursuant to an Assignment of Escrow Agreement between the said Bitters and Seller herein, dated February 15, 1976, said deed to be delivered to Seller along with the Zitlau deed according to the terms of the said Escrow Agreement.
 9. A Mortgage to secure an indebtedness of \$95,000.00, recorded November 25, 1964, in Book 173 of Mortgages on page 391, records of Bonneville County, Idaho, date November 18, 1964, between George E. Bitter and Bessie Y. Bitter, husband and wife, mortgagors, and the Federal Land Bank of Spokane, mortgagee.
 10. A mortgage to secure an indebtedness of \$240,000.00, recorded April 18, 1977, Recorder's No. 515376, records of Bonneville County, Idaho, dated April 11, 1977, between Seller herein and others, mortgagors, and the Federal Land Bank of Spokane, mortgagee.
 11. The terms of a Quiet Title Decree dated May 3, 1979, in Case No. 23,164 Seventh Judicial District Court of the State of Idaho, County of Bonneville, as regards some of the water rights to the above described Parcel No. 1.
- RESERVING TO THE SELLER an undivided one-half interest in all remaining oil, gas and other mineral rights in and to the above described property, to itself, its successors and assigns forever. To further clarify the point: Seller hereby reserves one-fourth of all of the oil, gas, and other mineral rights, which rights shall increase to one-half thereof should the conditions stated in paragraph 5 above not be met by February 15, 2001; and the Buyer shall have a one-fourth interest therein subject to an increase to one-half thereof should such conditions not be met by February 15, 2001.

PARCEL NO. 2

Township 3 North, Range 42 E.B.M., Bonneville County,
Idaho

Section 32: E 1/2 SE 1/4

" 33: That portion of the S 1/2 lying south of the south right-of-way line of U.S. Highway 26; that portion of the SW 1/4 NW 1/4 lying south of the south right-of-way line of U.S. Highway 26.

Township 2 North, Range 42 E.B.M., Bonneville County,
Idaho

Section 4: W 1/2 NW 1/4; NW 1/4 SW 1/4; and a parcel beginning at a point 230 feet east along the east-west center line of said Section 4, T. 2 N., R. 42 E.B.M., from the Southeast Corner of the SW 1/4 NW 1/4 of said Section 4; and running thence N 45° 0' E to a point along the south right-of-way line of U.S. Highway 26; thence in a northwesterly direction along said Highway right-of-way line to a point on the north section line of said Section 4; thence west along the said north section line to the Northwest Corner of the NE 1/4 NW 1/4 of said Section 4; thence south along the sixteenth line to the Southeast Corner of the SW 1/4 NW 1/4 of said Section 4; thence east along the east-west center line of said Section 4, 230 feet to the point of beginning.

Section 5: NE 1/4 SE 1/4; that portion of the NE 1/4 lying east of an existing county road, which road runs more or less along the following courses from a point east along the sixteenth line 645.4 feet, more or less, from the Southwest Corner of the NE 1/4 SE 1/4 of said Section 5, said point being the intersection of said sixteenth line with the west right-of-way line of the County Road through said Section 5 (and said point not being located in this parcel); thence North 21° 03' West, 306.3 feet; thence North 20° 43' East, 403.9 feet; thence North 16° 57' West, 683.7 feet; thence North 40° 15' East, 1466.7 feet; thence North 70° 17' East, 412.3 feet; thence North 70° 29' East 887.3 feet; less and subject to all county road rights-of-way.

PARCEL NO. 2 IS CONVEYED SUBJECT TO:

1. Taxes and water assessments for the year 1981 and all subsequent years.
2. All easements and rights of way of record and those appearing on the land which affect the described property, and also subject to all existing trades of use of portions of the afore-described property with neighboring landowners, as such trades currently appear on the land.
3. All governmental regulations, zoning ordinances and other statutes or laws affecting the described property.

4. All existing oil, gas, mineral and geothermal leases, interest or reservations of interests affecting the described property, but the share thereof being conveyed to Buyer will be appropriately assigned.

5. Contract of Sale dated August 23, 1972, between Cleo L. Freeman, a single man, Seller, and Walter Pancheri and Jerry Pancheri, a partnership, Purchasers, which contract was assigned to Seller herein by an Assignment of Buyers' Interest in Contract of Sale and Escrow Agreement dated April 4, 1973, and recorded April 19, 1973, as Instrument No. 446251, records of Bonneville County, Idaho, which contract Buyer by accepting or recording this Deed hereby assumes and covenants and agrees to pay and perform according to its terms.

6. Contract of Sale executed on or about August 21, 1972, between Leslie N. Freeman and Ila E. Poore, Trustee, Vendors, and Walter Pancheri and Jerry Pancheri, a partnership, Purchasers, which contract was assigned to Seller herein by an Assignment of Buyers' Interest in Contract of Sale and Escrow Agreement dated April 4, 1973, and recorded April 19, 1973, as Instrument No. 446250 in the records of Bonneville County, Idaho.

7. Contract of Sale executed on August 23, 1972, by Ralph Freeman, as Vendor, and Walter Pancheri and Jerry Pancheri, a partnership, as Purchaser, which contract was modified August 23, 1972, and which was assigned to Seller herein by an Assignment of Buyers' Interest in Real Estate Sales Agreement and Escrow Agreement dated April 4, 1973, and recorded April 19, 1973, as Instrument No. 446249 in the records of Bonneville County, Idaho.

8. A mortgage to secure an indebtedness of \$54,000.00 recorded February 16, 1965, Recorder's No. 344461, records of Bonneville County, Idaho, dated February 8, 1965 and executed by Ralph H. Freeman and Donna M. Freeman, his wife, mortgagors, and the Federal Land Bank of Spokane, mortgagee.

9. A mortgage to secure an indebtedness of \$17,000.00 recorded April 5, 1965, Recorder's No. 346076, records of Bonneville County, Idaho, dated February 23, 1965, between Cleo L. Freeman and Rachel Freeman, his wife, mortgagors, and John Hancock Mutual Life Insurance Company, mortgagee.

10. A mortgage to secure an indebtedness of \$20,000.00 recorded May 12, 1971, Recorder's No. 417755, records of Bonneville County, Idaho, dated April 1, 1971, between Cleo L. Freeman, mortgagor, and Rachel W. Freeman, mortgagee.

(NOTE: The mortgages listed herein as items 8, 9 and 10 are the obligation of the original sellers under the contracts listed as items 5 and 7 to discharge prior to the final payment and performance of the respective buyers or their assigns under said contracts, and Buyer herein by accepting or recording this deed will require the said sellers under such contracts to so perform, and agree that Seller herein will have no responsibility therefor.)

RESERVING TO THE SELLER an undivided one-half interest in all remaining oil, gas and other mineral rights in and to the above-described property, to itself, its successors and assigns forever.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, specifically including but not being limited to, all water, water rights and ditch rights thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, 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 Selle., including any after-acquired title.

TO HAVE AND TO HOLD, all and singular, the above mentioned and described premises, together with the appurtenances, unto Buyer, and to its successors and assigns forever. And the Seller, and its successors, the said premises in the quiet and peaceable possession of the Buyer, its successors and assigns against the Seller, and its successors, 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 Seller has caused its corporate name to be hereto subscribed by its President and its corporate seal to be affixed by its Secretary in pursuance to said resolution as of the day and year first above written.

(SEAL)

JESS CROFT AND SON, INC.

By: David H. Croft
Its President

Attest: Laurell R. Croft
Its Secretary

STATE OF IDAHO)
County of Bonneville) ss.

On this 26th day of March, 1981, before me the undersigned, a Notary Public in and for the State of Idaho, personally appeared David H. Croft and Laurell R. Croft, known to me to be the President and Secretary, respectively, of the corporation that executed the foregoing instrument, and acknowledged to me that such corporation 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)

Steph D. Haze
Notary Public for State of Idaho
Residing at Idaho Falls, Idaho
My Commission is Permanent