

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR PERMIT

To appropriate the public water of the State of Idaho

1. Name: KENT MYLER
1852 TRUCKERVILLE RD
POCATELLO ID 83204
(208)317-2945

AND

JUSTENA MYLER
1852 TRUCKERVILLE RD
POCATELLO ID 83204
(208)317-2945

AND

STEPHANIE CROWDER
2074 E PEBBLE ROAD
INCOM ID 83245
(208)604-1431

AND

JED CROWDER
2074 E PEBBLE ROAD
INCOM ID 83245
(208)604-1431

2. Source: GROUND WATER

3. Location of Point of Diversion:

#1 GROUND WATER SE1/4NE1/4 Sec. 6, Twp 06S, Rge 33E, B.M.
POWER County

4. Water will be used for the following purposes:

<u>Purpose</u>	<u>From</u> <u>To</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
DOMESTIC	01/01 to 12/31	0.08 CFS	

5. Total quantity to be appropriated is: 0.08 CFS

6. Proposed diverting works:

RECEIVED

APR 22 2009

Department of Water Resources
Eastern Region

AMENDED

29-13900

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

APPLICATION FOR PERMIT

To appropriate the public water of the State of Idaho

POINT OF DIVERSION #1

- a. Type and size of devices used to divert water from the source: 8 INCH WELL 200 FEET DEEP
- b. Height of storage dam _____ feet;
 Active reservoir capacity _____ acre-feet;
 Total reservoir capacity _____ acre-feet;.
- c. Proposed well diameter is 8 inches;
 Proposed depth of well is 200 feet.
- d. Is ground water with a temperature of greater than 85F being sought? N
- e. If well is already drilled, when? _____;
 Drilling Firm _____;
 Drilling Permit No. _____.

7. Time required for the completion of the works and application of the water to the proposed beneficial use is 1 year(s).

8.

PLACE OF USE: DOMESTIC

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06S	33E	6				X													

9a. Who owns the property at the point of diversion? If other than applicant, describe the arrangement enabling the applicant to make this filing.

APPLICANT

9b. Who owns the land to be irrigated or place of use? If other than applicant, describe the arrangement enabling the applicant to make this filing.

APPLICANT

10. Remarks:

Will water the lawns with the well.

11. Map of proposed point of diversion and place of use attached? []

RECEIVED

APR 22 2009

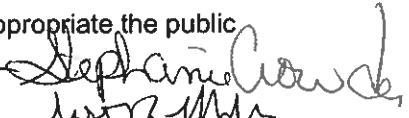
Department of Water Resources
Eastern Region

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR PERMIT

To appropriate the public water of the State of Idaho

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.



Applicant

Received by _____ Date _____ Time _____ Preliminary check by _____
Publication prepared by _____ Date _____ Published in _____
Publication approved _____ Date _____

Receipt No. E034913

Date: _____

Received by: _____

FACSIMILE TRANSMISSION

COVER SHEET



Pioneer Title Co.

GOING BEYOND

PIONEER TITLE COMPANY OF BANNOCK COUNTY

135 N. Arthur

Pocatello, ID 83204

PHONE (208) 233-9595 / 1-800-838-9595

FAX NUMBER (208) 234-0621

www.PioneerTitleCo.comwww.PioneerTC.com

DATE:

4-9-09

TO:

Blake Jordan

FROM:

PIONEER TITLE COMPANY OF BANNOCK COUNTY

Stephane

ORDER NO.:

RE:

TOTAL PAGES BEING SENT - INCLUDING THIS COVER SHEET:

18

Comments:

Deeds as per our conversation
my cell # is 604-1431

NOTE: If you do not receive all of this transmission, please call us right away.

Thank You!

POWER COUNTY, IDAHO
02-20-2009 03:34:00 pm No. of Pages: 2
Recorded for: PIONEER TITLE POCATELLO
CHRISTINE STEINLIGHT Fee: \$6.00
Ex-Officio Recorder Deputy: Deanna I Curry
Electronically Recorded by Simplifile

AFTER RECORDING MAIL TO:

Stephanie M. Crowder and Jed Randolph Crowder
2074 E Pebble Road
Inkom, ID 83245

Crowder

20090115 LT

DEED

File No.: 207519164 (121-191515) (ds)

Date: January 28, 2009

THIS INDENTURE, Made this **Twenty-eighth day of January, 2009**, between **Steven C. Preston, SECRETARY OF HOUSING AND URBAN DEVELOPMENT** His/Her Successors in Office, Party of the First Part, and **Stephanie M. Crowder and Jed Randolph Crowder, wife and husband**, County of , State of **Idaho**, Parties of the Second Part,

WITNESSETH: that said Party of the First Part, for and consideration of the sum of ONE DOLLAR (\$1.00) lawful money of the UNITED STATES OF AMERICA, and other good and valuable considerations, to him in hand paid by the said Parties of the Second Part, the receipt of which is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto the said Parties of the Second Part, and to the heirs and assigns of the said parties of the Second, forever, the following described premises located in County, **Idaho**, to wit:

Power

TOWNSHIP 6 SOUTH, RANGE 33 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO, SECTION 6 BEGINNING AT A POINT 400 FEET NORTH OF THE SOUTHEAST CORNER OF THE NE 1/4 OF SAID SECTION 6 AND RUNNING THENCE NORTH 100 FEET, THENCE WEST 400 FEET, THENCE SOUTH 164 FEET, THENCE EAST 60 FEET, THENCE NORTH 64 FEET, THENCE EAST 340 FEET, TO THE POINT OF BEGINNING.

APN: RPD0270-05

Being the same property acquired by the Party of the First Part pursuant to the Provisions of the National Housing Act, as amended (12 USC 1701 ET SEQ.) and the Department of Housing and Urban Development Act (79 STAT. 667).

Together with all and singular the tenements, hereditaments and appurtenances 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 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 said Parties of the Second Part, and to the heirs and assigns of the said Parties of the Second Part forever. And the said Party of the First Part, and his successors, the said premises in the quiet and peaceable possession of the said Parties of the Second Part, against the said Party of the First Part, and his successors, and against all and every person whomsoever, lawfully claiming or to claim the same by, through or under him, shall and will warrant and by these presents forever defend.

SUBJECT TO THE COVENANTS, RESTRICTIONS, RESERVATIONS, EASEMENTS, CONDITIONS AND RIGHTS APPEARING OF RECORD; AND SUBJECT TO ANY STATE OF FACTS AN ACCURATE SURVEY WOULD SHOW.

IN WITNESS WHEREOF, the undersigned has set his/her hand as a principal and/or Officer of HMBI Inc. Management and Marketing contractor of the U.S. Department of Housing and Urban Development, for and on behalf of the Secretary of Housing and Urban Development, under the redelegation of authority published at 70 Fed. Reg. 43, 171 (July 26, 2006).

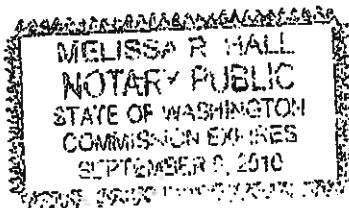
SECRETARY OF HOUSING AND URBAN DEVELOPMENT

By: Bruce E. Gordon

STATE OF WA)
COUNTY OF King)
SS.

On this 17 of Feb 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Bruce E. Gordon, known to me to be Contract Manager a principal or officer of HMBI, Inc. who executed the foregoing instrument for and on behalf of the Secretary of Housing and Urban Development.

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



Melissa R. Hall
Notary Public for the State of WA
Residing at: Cont, WA
My Commission Expires: 9/9/2010

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

WELLS FARGO HOME MORTGAGE
3476 STATEVIEW BOULEVARD
FORT MILLS, SC 29715

Instrument # 193118

POWER COUNTY, IDAHO

2007-12-21 03:32:51 No. of Pages: 3

Recorded for : PIONEER TITLE CO.

CHRISTINE STEINLICH

Fee: 9.00

Ex-Officio Recorder Deputy

Maurice Schelke

Trustee's Sale No: 02-FWF-46840



TRUSTEE'S DEED

PIONEER LENDER TRUSTEE SERVICES, LLC, as Successor Trustee under the Deed of or Transfer in Trust hereinafter particularly described, does hereby Bargain, Sell and Convey, without warranty, to WELLS FARGO BANK, NA, (herein called Grantee), whose address is 3476 STATEVIEW BOULEVARD, FORT MILLS, SC 29715, all of the real property situate in the County of POWER, State of Idaho, described as follows:

TOWNSHIP 6 SOUTH, RANGE 33 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO. SECTION 6 BEGINNING AT A POINT 400 FEET NORTH OF THE SOUTHEAST CORNER OF THE NE 1/4 OF SAID SECTION 6, AND RUNNING THENCE NORTH 100 FEET, THENCE WEST 400 FEET; THENCE SOUTH 164 FEET; THENCE EAST 60 FEET; THENCE NORTH 64 FEET; THENCE EAST 340 FEET, TO THE POINT OF BEGINNING.

This conveyance is made pursuant to the powers conferred upon Trustee by the Deed of Trust between CARLOS E FRITZ, AN UNMARRIED PERSON, as Grantor(s), to FIRST AMERICAN TITLE INSURANCE COMPANY OF IDAHO, as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR ITS SUCCESSORS AND ASSIGNS, as Beneficiary, dated 8/13/2001, recorded 8/16/2001, under Instrument No. 177880, Mortgage records of POWER County, IDAHO, and after the fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance as follows:

- (a) Default occurred in the obligations for which said Deed of Trust was given as security and the beneficiary made demand upon the said Trustee to sell said property pursuant to the terms of said Deed of Trust. Notice of Default was recorded as Instrument No. 192303, POWER County, Idaho Mortgage Records and in the office of the Recorder of each other county in which the property described in said Deed of Trust, or any part thereof is situated, the nature of such default being as set forth in said Notice of Default. Such default still existed at the time of sale.
- (b) After recordation of said Notice of Default, Trustee gave notice of the time and place of the sale of said property by registered or certified mail, by personal service upon the occupants of said real property, by posting in a conspicuous place on said premises and by publishing in a newspaper of general circulation in each of the counties in which the property is situated as more fully appears in affidavits recorded at least 20 days prior to date of sale as Instrument No. 192927, Instrument No. 192928, and Instrument No. 192929, POWER County, Idaho Mortgage Records.
- (c) The provisions, recitals and contents of the Notice of Default referred to in paragraph (a) supra and of the Affidavits referred to in paragraph (b) supra shall be and they are hereby incorporated herein and

made an integral part hereof for all purposes as though set forth herein at length.

- (d) All requirements of law regarding the mailing, personal service, posting, publication and recording of Notice of Default, and Notice of Sale, and of all other notices have been complied with.
- (e) Not less than 120 days elapsed between the giving of Notice of Sale by registered or certified mail and the sale of said property.
- (f) Trustee, at the time and place of sale fixed by said Notice, at public auction, in one parcel, struck off to Grantee, being the highest bidder therefor, the property herein described, for the \$98,731.87, subject however to all prior liens and encumbrances. No person or corporation offered to take any part of said property less than the whole thereof for the amount of principal, interest, advances and costs.

DATED: 12/18/2007.

PIONEER LENDER TRUSTEE SERVICES, LLC
Trustee

By

Amy L. Bowles
(Name) Assistant Trust Officer (Title)

STATE OF _____)
COUNTY OF _____) ss.

On 12/18/2007, before me a Notary Public in and for said State, personally appeared _____, known and identified to me to be the _____ of the corporation who executed this instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

NOTARY PUBLIC in and for the State of _____
residing at: _____
My commission expires: _____

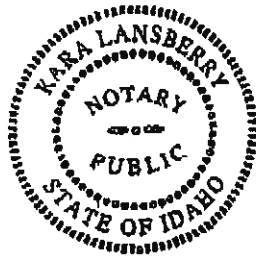
ACKNOWLEDGEMENT- LIMITED LIABILITY COMPANY

STATE OF IDAHO)

)ss.

COUNTY OF ADA)

On this 18 day of December in the year 2007, before me, the undersigned, a Notary Public in and for the said state, personally appeared **AMY L. BOWLES**, known to me to be the ASSISTANT TRUST OFFICER, of PIONEER LENDER TRUSTEE SERVICES, LLC, A LIMITED LIABILITY COMPANY, that executed the instrument or the person who executed the instrument on behalf of said Company and acknowledged to me that the company 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.



Kara Lansberry
NOTARY PUBLIC FOR THE STATE OF IDAHO
RESIDING AT: BOISE, IDAHO
EXPIRATION DATE: 8/30/2008

5

*Consider***Instrument # 193636**

POWER COUNTY, IDAHO

2008-04-03

12:59:23 No. of Pages: 2

Recorded for: ALLIANCE TITLE

CHRISTINE STEINLICHT

Fee: \$400

Ex-Officio Recorder Deputy

Janifer Rupp

Send all tax statements to and
When recorded, mail to:

**SECRETARY OF HOUSING AND URBAN DEVELOPMENT
C/O HARRINGTON, MORAN & BARKSDALE, INC.**

Attn:

20829 72ND AVENUE SOUTH, SUITE 115
KENT, WA 98032

Trustee's Sale No: 02-FWF-46840

FHA No.: 121-1915151-703

FWF468400034000000**STATUTORY WARRANTY DEED**

THE GRANTOR, WELLS FARGO BANK N.A., for and in consideration of TEN DOLLARS and other good and valuable consideration, in hand paid, conveys and warrants to SECRETARY OF HOUSING AND URBAN DEVELOPMENT, his successors and assigns, GRANTEE, that real property, situated in the County of POWER, State of IDAHO, described as follows:

TOWNSHIP 6 SOUTH, RANGE 33 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO. SECTION 6 BEGINNING AT A POINT 400 FEET NORTH OF THE SOUTHEAST CORNER OF THE NE 1/4 OF SAID SECTION 6, AND RUNNING THENCE NORTH 100 FEET; THENCE WEST 400 FEET; THENCE SOUTH 164 FEET; THENCE EAST 60 FEET; THENCE NORTH 64 FEET; THENCE EAST 340 FEET, TO THE POINT OF BEGINNING.

Tax Parcel No: RPD0270-05.

DATED: 3/31/08

WELLS FARGO BANK, N.A.

By 

Thomas Westmoreland

Vice President Loan Documentation

(Name - Title)

STATE OF South Carolina)COUNTY OF York) ss.

On 3/21/08, before me, the undersigned, a Notary Public in and for the State of South Carolina, duly commissioned and sworn, personally appeared Thomas Westmoreland, to me known to be the Vice President Loan Documentation of Wells Fargo Bank, N.A., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Amy J. Moore
NOTARY PUBLIC in and for the State of
South Carolina, residing at: York
My commission expires: _____



FA #134220.P.

177878

INSTR.	4:32 PM
TIME	
REQ. OF	
AUG 16 2001	
POWER COUNTY, IDAHO	
BY: [Signature]	

WELL USE AGREEMENT

The parties to this Agreement are Chester L. and Margaret A. Mowrey, husband and wife, herein jointly referred to as "Mowrey", and Lynn and Betty L. Thompson, husband and wife, herein referred to as "Thompson".

1. PREMISES:

Mowrey is purchasing property from Thompson which is the subject of a special Warranty Deed signed December 30, 1998. The only source of water to the property Mowrey is purchasing comes from a well owned by Thompson. The well is also located on property which Thompson owns and is not selling at this time. Including Mowrey, there are presently five residential properties using the well. The purpose of this Agreement is to insure Mowrey will have adequate water from Thompson's well to fulfill the needs of Mowrey's residence and the one (1) acre upon which the residence sits. Mowrey and Thompson further wish to clarify their individual rights, responsibilities, and obligations with respect to the well, and use of its water. Mowrey and Thompson enter into this Agreement with the intent of fulfilling the purposes stated in this Agreement.

2. THE WELL:

Thompson owns, and has the right to use a well and water, pursuant to Idaho law, including a permit with the State of Idaho Department of Water Resources. The extent of the water right, and its permissible uses are described in the SRBA Director's Report 29-10273 attached to this Agreement and made a part of this Agreement by this reference.

3. WATER RIGHTS:

Thompson conveys to Mowrey, and any successors in interest, including any heirs, assigns, purchasers, tenants, or personal representatives of Mowrey, the right to use water from the well located on Thompson's property, sufficient to cover the needs of Mowrey's residence and the one (1) acre upon which the residence sits, subject to the following conditions:

A. The water will be used for general domestic purposes, including lawns, a garden, and to fulfill ordinary residential needs.

1) Mowrey is granted additional water sufficient to water up to two (2) livestock.

B. In no event shall Mowrey be entitled to use more than one-fifth (1/5) of Thompson's

1/4

P33311

SPECIAL WARRANTY DEED

For Value Received LYNN THOMPSON and BETTY L THOMPSON, husband and wife

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

CHESTER L. MOWREY and MARGARET A. MOWREY, HUSBAND AND WIFE

whose address is: 1850 BIG SKY ROAD, POCATELLO, ID 83204

Hereinafter called the Grantee, the following described premises situated in Bannock County, Idaho, to-wit:

TOWNSHIP 6 SOUTH, RANGE 33 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

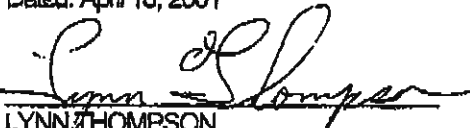
SECTION 6:

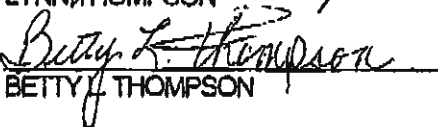
BEGINNING AT A POINT 400 FEET NORTH OF THE SOUTHEAST CORNER OF THE NE $\frac{1}{4}$ OF SAID SECTION 6, AND RUNNING THENCE NORTH 100 FEET; THENCE WEST 400 FEET; THENCE SOUTH 164 FEET; THENCE EAST 60 FEET; THENCE NORTH 64 FEET; THENCE EAST 340 FEET, TO THE POINT OF BEGINNING.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

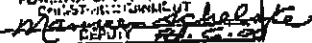
TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises. The Grantor warrants that said premises are free and clear of all encumbrances suffered or created by the Grantor, except such warranty does not apply to all taxes, assessments, and charges to be paid by the Grantee and any lien or encumbrance revived or placed on said premises by, through or under the Grantee, his heirs and assigns.

Dated: April 13, 2001


LYNN THOMPSON


BETTY L. THOMPSON

177602

INSTRUMENT	177602
TIME	3:00 PM
REQ. OF	First American Title
JUN 26 2001	
POWER OF ATTORNEY FILED	
BY  MARGARET A. MOWREY	
DEPUTY	

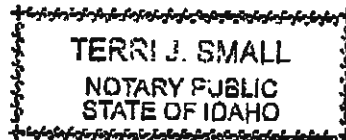
STATE OF IDAHO)

)ss.

COUNTY OF BANNOCK)

On this ^{4th} day of ^{May} APRIL, in the year of 2001, before me TERRI J. SMALL, personally appeared LYNN THOMPSON AND BETTY L. THOMPSON, known or identified to me (or proved to me on the oath of), to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged to me that THEY executed the same.


Notary Public of Idaho
Residing at: POCA TELLO, IDAHO
Commission Expires: 4/28/05



Instrument # 190046

POWER COUNTY, IDAHO

2006-09-06

01:24:19 No. of Pages: 1

Recorded for: ALLIANCE TITLE CO.

CHRISTINE STEINLICH

Ex-Officio Recorder Deputy

Fee: 3.00

Deanna Curry

WARRANTY DEED

Order No. 3810670247ER

FOR VALUE RECEIVED

Douglas K. Hudman and Judy G. Hudman, Husband and Wife

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

Kent A. MYLER AND JUSTENA R. MYLER, HUSBAND AND WIFE

whose current address is

1852 Truckeeville Road Pocatello, ID 83204

the grantor(s), the following described premises in Power County, Idaho, TO WIT:

Township 6 South, Range 33 East, Boise Meridian, Power County, Idaho.

Section 6:

Beginning at a point 261 feet North of the Southeast corner of the NE 1/4 of said Section 6, and running thence North 139 feet;

Thence West 340 feet;

Thence South 64 feet;

Thence West 60 feet;

Thence South 75 feet;

Thence East 400 feet, to the Point of Beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is the owner(s) in fee simple of said premises; that they are free from all encumbrances Except Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

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

Dated: 8/31/2006

Douglas K. Hudman
Douglas K. Hudman

Judy G. Hudman
Judy G. Hudman

State of Nevada
County of Clark

On this 31 day of August, in the year 2006 before me, a Notary Public in and for said state, personally appeared Douglas K. Hudman and Judy G. Hudman known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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



BOBBIE OESTERLING
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 89-59281-1
MY APPT. EXPIRES SEPT. 22, 2007

Bobbie Oesterling
Notary Public for the State of Nevada
Residing at: Las Vegas, NV
Commission Expires: 9/22/2007

1.188 acres

P32801

WARRANTY DEED

For Value Received DAVE E. ARNETT and MELANIE R. ARNETT, husband and wife

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

DOUGLAS K. HUDMAN and JUDY G. HUDMAN, husband and wife

whose address is: 1852 BIG SKY ROAD, POCATELLO, ID 83204

Hereinafter called the Grantee, the following described premises situated in Power County, Idaho, to-wit:

TOWNSHIP 6 SOUTH, RANGE 33 E.B.M., POWER COUNTY, IDAHO.

SECTION 6:

BEGINNING AT A POINT 261 FEET NORTH OF THE SOUTHEAST CORNER OF THE NE $\frac{1}{4}$ OF SAID SECTION 6, AND RUNNING THENCE NORTH 139 FEET; THENCE WEST 340 FEET; THENCE SOUTH 64 FEET; THENCE WEST 60 FEET; THENCE SOUTH 75 FEET; THENCE EAST 400 FEET, TO THE POINT OF BEGINNING.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: March 14, 2001

DAVE E. ARNETT

MELANIE R. ARNETT

STATE OF Idaho

COUNTY OF BANNOCK

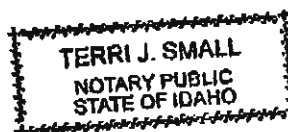
176989

INSTRUMENT #	
TIME	4:30 p.m.
REQ. OF	First American
MAR 19 2001	
POWER COUNTY M. CALLS	
CHRISTINE STANLEY	
BY <i>[Signature]</i>	
CERONY	

Pd. \$3.00

On this 19th day of March, 2001, before me TERRI J. SMALL, personally appeared DAVE E. ARNETT and MELANIE R. ARNETT, husband and wife, known or identified to me (or proved to me on the oath of), to be the person(s) whose name(s) ARE subscribed to the within instrument, and acknowledged to me that THEY executed the same.

[Signature]
 Notary Public of Idaho
 Residing at POCATELLO, Idaho
 Commission Expires: 04/28/05



176617

INSTRUMENT #	
TIME	3:17 PM
REQ. OF	Lynn Thompson
JAN 30 2001	
POWER COUNTY, AM. FALLS	
CHRISTINE STEINLECHT	
BY	<i>[Signature]</i>
DEPUTY	<i>[Signature]</i>

**SELLERS'
SPECIAL WARRANTY DEED**

This indenture made this 3rd day of September, 1998, between Lynn Thompson and Betty L. Thompson, husband and wife, herein Grantors, and Dave E. Arnett and Melanie R. Arnett, Grantees;

WITNESSETH:

That the Grantors, for and in consideration of the terms, conditions and covenants of that certain Contract of Sale of even date herewith between these parties and pertaining to this said real property, do by these presents grant, bargain, sell, convey and confirm unto the said Grantee, and to its heirs and assigns forever, all that certain parcel of land situate, lying and being in Power County, State of Idaho, bounded and more particularly described, to-wit:

Power County, Idaho:

Township 6 South, Range 33 East of the Boise Meridian:

Section 6: Beginning at a point 261 feet North of the Southeast corner of the NE $\frac{1}{4}$ of said Section 6, and running

thence North 139 feet;
thence West 340 feet;
thence South 64 feet;
thence West 60 feet;
thence South 75 feet;
thence East 400 feet,
to the point of Beginning.

Together with an easement across the property of Grantor to the existing well for the purpose of constructing and maintaining a domestic water line;

Subject to all liens, encumbrances, rights-of-ways, county roads, and other notices of public record;

myla

together with all tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the said Grantees, and to their heirs and assigns forever, and the said Grantors shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands the day and year first above written.

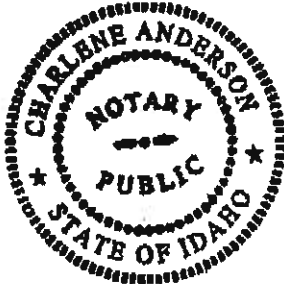
Lynn Thompson
LYNN THOMPSON

Betty L. Thompson
BETTY L. THOMPSON

STATE OF IDAHO)
)ss.
COUNTY OF CARIBOU)

On this ^{30th} day of ~~September~~ ^{December}, 1998, before me, the undersigned notary public, personally appeared LYNN THOMPSON and BETTY L. THOMPSON, 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 seal the day and year first above written.



Charlene Anderson
Notary Public, State of Idaho
Residing at Pocatello
My Commission Expires 9-7-2004

176615

INSTRUMENT #	
TIME	3:15 PM
REQ. OF	Lynn Thompson
JAN 30 2001	
POWER COUNTY/AM. FALLS	
CHRISTINE STEINLICH	
BY	<i>[Signature]</i>
DEPUTY	10.6.00

**BUYERS'
SPECIAL WARRANTY DEED**

This indenture made this 3rd day of September, 1998, between Dave E. Arnett and Melanie R. Arnett, husband and wife, herein Grantors, and Lynn Thompson and Betty L. Thompson, husband and wife, herein Grantees;

WITNESSETH:

That the Grantors, for and in consideration of the terms, conditions and covenants of that certain Contract of Sale of even date herewith between these parties and pertaining to this said real property, do by these presents grant, bargain, sell, convey and confirm unto the said Grantee, and to its heirs and assigns forever, all that certain parcel of land situate, lying and being in the County of Power, State of Idaho, bounded and more particularly described, to-wit:

Power County, Idaho:

Township 6 South, Range 33 East of the Boise Meridian:

Section 6: Beginning at a point 261 feet North of the Southeast corner of the NE $\frac{1}{4}$ of said Section 6, and running

thence North 139 feet;
thence West 340 feet;
thence South 64 feet;
thence West 60 feet;
thence South 75 feet;
thence East 400 feet,
to the point of Beginning.

together with all tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

mjfy

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the said Grantees, and to their heirs and assigns forever, and the said Grantors shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands the day and year first above written.

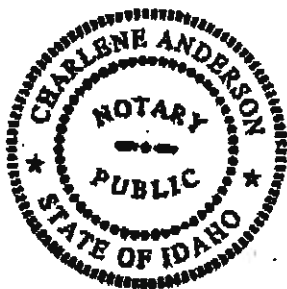
Dave E Arnett
DAVE E. ARNETT

Melanie R Arnett
MELANIE R. ARNETT

STATE OF IDAHO)
)ss.
COUNTY OF CARIBOU)

On this ^{8th} ~~3rd~~ day of ~~September~~ ^{January}, 1998, before me, the undersigned notary public, personally appeared DAVE E. ARNETT and MELANIE R. ARNETT, 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 seal the day and year first above written.



Charlene Anderson
Notary Public, State of Idaho
Residing at *Pocatello*
My Commission Expires *9-2-2004*

myler

176947

WELL USE AGREEMENT

TIME	2:15 P.M.
REQ. OF	Melba Arnett
MAR 12 2001	
POWER COUNTY AM. FALLS CHRISTINE STEINLEIGH	
BY	[Signature]
DEPUTY	[Signature]

The parties to this Agreement are Dave E and Melanie R. Arnett, husband and wife, herein jointly referred to as "Arnett", and Lynn and Betty L. Thompson, husband and wife, herein referred to as "Thompson".

1. PREMISES:

Arnett is purchasing property from Thompson which is the subject of a special Warranty Deed signed December 30, 1998. The only source of water to the property Arnett is purchasing comes from a well owned by Thompson. The well is also located on property which Thompson owns and is not selling at this time. Including Arnett, there are presently five residential properties using the well. The purpose of this Agreement is to insure Arnett will have adequate water from Thompson's well to fulfill the needs of Arnett's residence and the 1.22 acres upon which the residence sits. Arnett and Thompson further wish to clarify their individual rights, responsibilities, and obligations with respect to the well, and use of its water. Arnett and Thompson enter into this Agreement with the intent of fulfilling the purposes stated in this Agreement.

2. THE WELL:

Thompson owns, and has the right to use a well and water, pursuant to Idaho law, including a permit with the State of Idaho Department of Water Resources. The extent of the water right, and its permissible uses are described in the SRBA Director's Report 29-10273 attached to this Agreement and made a part of this Agreement by this reference.

3. WATER RIGHTS:

Thompson conveys to Arnett, and any successors in interest, including any heirs, assigns, purchasers, tenants, or personal representatives of Arnett the right to use water from the well located on Thompson's property, sufficient to cover the needs of Arnett's residence and the 1.22 acres upon which the residence sits, subject to the following conditions:

- A. The water will be used for general domestic purposes, including lawns, a garden, and to fulfill ordinary residential needs.
 - 1) Arnett is granted additional water sufficient to water up to two (2) livestock.
- B. In no event shall Arnett be entitled to use more than one-fifth (1/5) of Thompson's water right previously described herein.

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