

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 7543875438APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1DEPT. OF WATER RESOURCES
SOUTHERN REGION

JAN 16 2009

Applicant Webb Brothers Land & Livestock LLC Phone (208) 349 5740
Mailing address 22 N. Yale Declo Id 83323 Email Milkman@atcnet.net

A. PURPOSE OF TRANSFER

- 1.
- ☒
- Change point of diversion
- ☒
- Add diversion point(s)
- ☒
- Change place of use

☐ Change nature of use ☐ Change period of use ☐ Other _____

2. Describe the reason for the proposed changes
- Lack of water in this area,
-
- acres can be better used in other places on our
-
- farm

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use
<u>43-2492A</u>	<u>3/18/1960</u>	<u>.03</u>	<u>Irrigation</u>	<u>3/15</u> to <u>11/15</u>
<u>43-2396A</u>	<u>8/30/1953</u>	<u>.75</u>	<u>Irrigation</u>	<u>3/15</u> to <u>11/15</u>
				to _____
				to _____

2. Total amount of water being transferred
- ~~160~~ 160
- cubic feet per second and/or
- 160
- acre-feet per annum.

3. Source of water
- Ground water
- tributary to _____

4. Point(s) of diversion:
- NE SE NE 12 11S 27E Cassia existing well

Lot	1/4	1/4	1/4	Sec	Twp	Rge	County	Local name for diversion
	SW	SE	NW	36	10S	27E	Cassia	Existing Well #4
	SW	SE	SE	01	11S	27E	Cassia	" " #5
	NE	SE	SE	12	11S	27E	Cassia	" " #6
<u>4</u>	SE	NW	NW	06	11S	28E	Cassia	" " #7

5. Lands irrigated or place of use:

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
<u>10S</u>	<u>27E</u>	<u>25</u>											<u>12.8</u>						<u>12.8</u>
<u>10S</u>	<u>27E</u>	<u>36</u>						<u>7.2</u>											<u>7.2</u>
<u>11S</u>	<u>27E</u>	<u>12</u>			<u>5.4</u>					<u>5.5</u>	<u>4.6</u>				<u>4.5</u>				<u>20</u>

Total Acres

40

PART 1

6. General Information:

a. Description of diversion system Deep Wellsb. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
X Yes _____ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.

c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:

we will dry up these corners and plant them
To crested wheat

d. Remarks:

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

And the said application is hereby _____, subject to the following conditions:

Witness my hand this _____ day of _____, 20_____.

For the Director

PART 2

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

NO

If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount .78 for 160 purposes from 3/15 to 11/15
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec	Twp	Rge	County	Local name for diversion
	NW	NE	NW	7	11S	27E	Cassia	Existing Well

3. Lands irrigated or place of use:

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
11S	27E	7	10	10	9.5	9.5	1												40

Total Acres 40**C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)**

1. amount 5.46 for 1120 purposes from 3/15 to 11/15
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec	Twp	Rge	County	Local name for diversion
	NW	NE	NW	7	11S	27E	Cassia	Existing Well

3. Lands irrigated or place of use:

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
11S	27E	7	30	30	30.5	30.5	39	40	40	40									280

Total 280

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated 6/28/2002 in Cassia county of Idaho
- b. License No. 43-2396A issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☒ Tax Notice ☐ Warranty Deed ☐ Other _____

3. Source of water Ground water tributary to _____

4. Date or priority 6/30/1953

5. Water is used for the following purpose:

amount 6.000 for 1,280.00 purposes from 3/15 to 11/15
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 6.000 cubic feet per second and/or 1280.00 acre-feet per annum.

7. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
	NW	NE	NW	7	11S	27E	Cassia	Existing Well

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
11S	27E	7	40	40	40	40	40	40	40	40									320

Total acres 320

9. Describe any other water rights used for the same purpose as described above 43-2492A

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right as evidenced by:

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated 6/28/2002 in Cassia county of Idaho
- b. License No. 43-2492A issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☒ Tax Notice ☐ Warranty Deed ☐ Other _____

3. Source of water Ground Water tributary to _____

4. Date or priority 3/18/1960

5. Water is used for the following purposes:

amount .240 for 224 purposes from 3/15 to 11/15
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right .240 cubic feet per second and/or 224 acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec	Twp	Rge	County	Local name for diversion
	NW	NE	NW	7	11S	27E	Cassia	Existing Well

8. Lands irrigated or place of use:

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
11S	27E	7	40	40	40	40	40	40	40	40									320

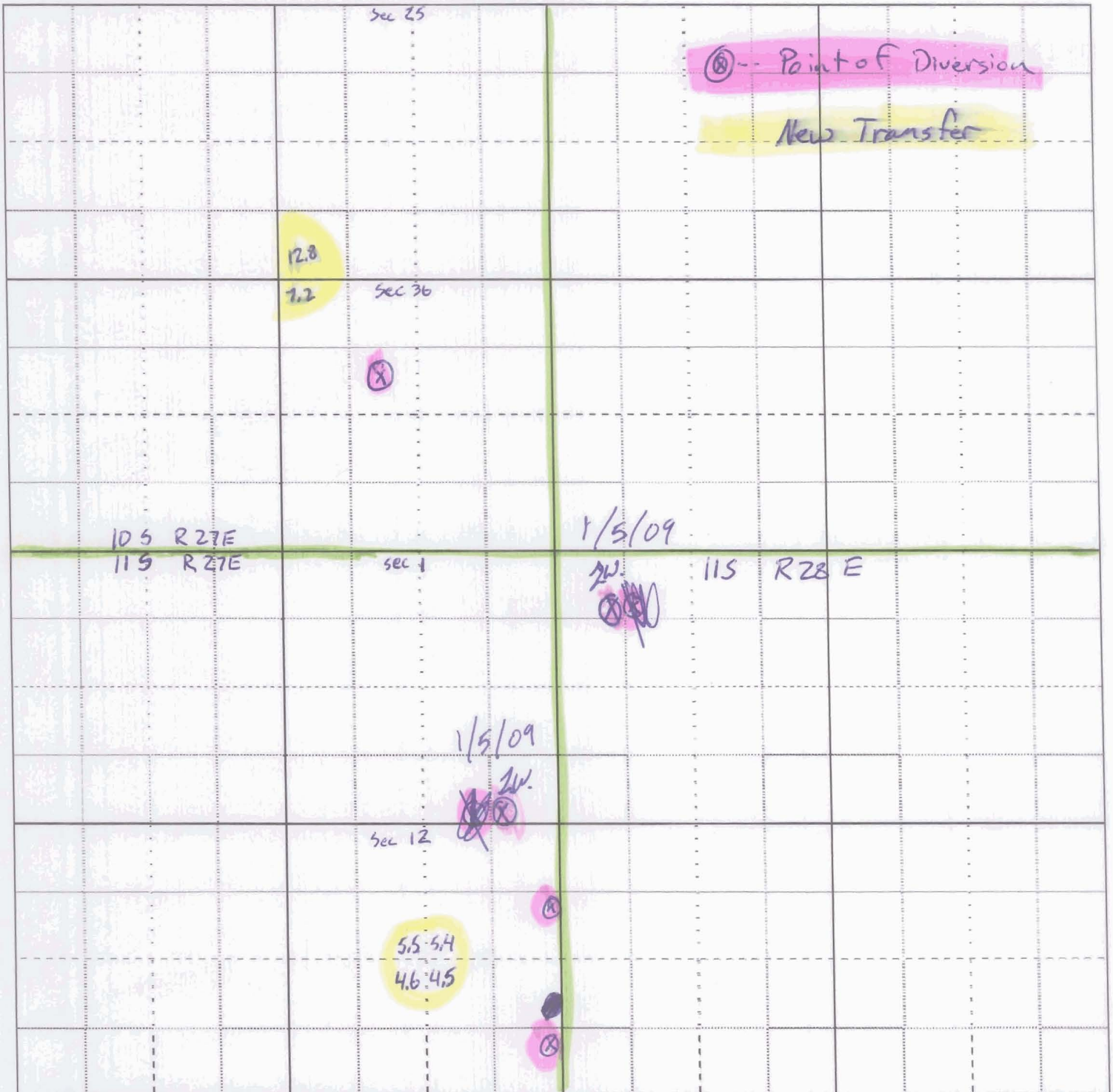
Total Acres 320

9. Describe any other water rights used for the same purpose as described above 43-2396A

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

- A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for the rights described in part 1. Clearly depict the land by section, township and range number.



Scale: 2 inches equal 1 mile. Draw plan in ink.

11S26E1

11S27E6

11S27E5

2W 11/5/09

11S26E12

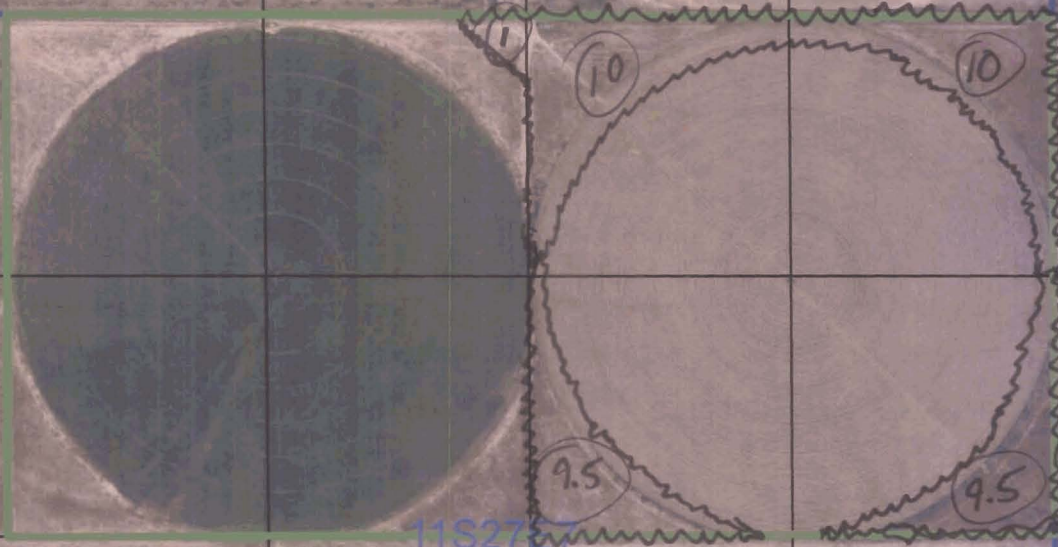
11S27E7

11S27E8

11S26E13

11S27E18

11S27E17



ACRES
BEING
DRIED
UP

PART 3**B. CHANGES IN NATURE OF USE**

1.

<u>New Nature of Use</u>	<u>Amount(cfs/af-ft)</u>	<u>Hours/days/year</u>	<u>Period of Use</u>
_____	_____	_____	_____ to _____
_____	_____	_____	_____ to _____
2. Quantity and quality of return flows and location of discharge: _____

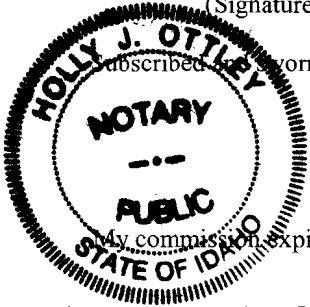
3. Describe effects on other water uses resulting from the proposed change:
None

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.

Todd B Webb
 (Signature of Applicant)

Todd B Webb (Member)
 Print Name (and title, if applicable)



Subscribed and sworn to before me this 5 day of January, 2009.

Holly J. Ottley
 (Notary Public)

My commission expires 9-7-2011

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments

Received by P. SKINNER Date 1/16/2009 Protest filed by _____

Prelim. Check by _____ Fee \$250.00 5030630

Receipted by P. SKINNER Date 1/20/2009

Published in _____ Copies of protest forwarded by _____

Pub. Dates _____ Hearing held by _____ Date _____

Watermaster recommendations requested on _____ Recommended for ☐ approval ☐ denial

_____ received _____ by _____

Copy of transfer sent to lien holder _____

QUITCLAIM DEED

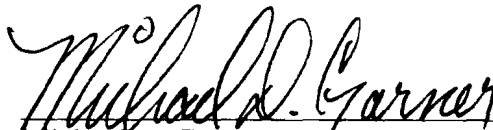
FOR VALUE RECEIVED, GW Finance, LLC, an Idaho limited liability company, of 22 North Yale Road, Declo, Idaho 83323, hereby remises, releases and forever quit claims unto Webb Brothers Land & Livestock, LLC, of 22 North Yale Road, Declo, Idaho 83323, hereinafter called the "Grantee" all interest now held or hereafter acquired by Grantor in the premises, in Cassia County, Idaho, described as follows:

0.03 cfs of the water rights represented by State of Idaho
Department of Water Resources Water Right 43-2492A; and,
0.75 cfs of the water rights represented by State of Idaho Department of Water
Resources Water Right, 43-2396A.

TO HAVE AND TO HOLD the said premises unto said Grantee, and the
Grantee's successors and assigns forever.

DATED this 9 day of January, 2009.

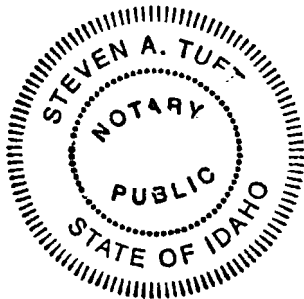
GW FINANCE, LLC

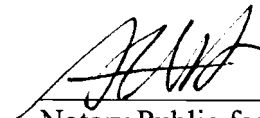

Michael D. Garner, Manager

STATE OF IDAHO)
 ss
County of Cassia)

On this 9th day of January, 2009, before me the undersigned, a Notary Public in and for said state, personally appeared Michael D. Garner, the Manager of GW Finance, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same on behalf of said corporation as it authorized officer.

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





Notary Public for Idaho
Residing at Burley, Idaho
Commission Expires: 3-15-2012

WARRANTY DEED(2)
#27266**243485**

For Value Received

BRAD NEIBAUR and DIANNE NEIBAUR, husband and wife

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

WEBB BROTHERS LAND & LIVESTOCK, L.L.C.Address: Star Route Box 55
Declo, Idaho 83323

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

PARCEL NO. 1:**TOWNSHIP 10 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO**

Section 36: All

PARCEL NO. 2:**TOWNSHIP 11 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO**Section 1: W $\frac{1}{2}$, SE $\frac{1}{4}$ and W $\frac{1}{2}$ NE $\frac{1}{4}$ Section 2: E $\frac{1}{2}$

Section 12: All

PARCEL NO. 3:**TOWNSHIP 10 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO**

Section 31: All

EXCEPT that portion deeded to the Burley Highway District by Quitclaim Deed dated November 15, 1918 and recorded November 18, 1918 as Instrument No. 37060 in Book 26 of Deeds, page 109, records of Cassia County Idaho, covering 25 feet along the North and East boundary lines of the NE $\frac{1}{4}$ and 25 feet along the North and West boundary lines of the NW $\frac{1}{4}$ of said Section 31

PARCEL NO. 4:**TOWNSHIP 11 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO**Section 6: NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, Lot 4, NE $\frac{1}{4}$ SW $\frac{1}{4}$. NW NW**PARCEL NO. 5:** 47 $\frac{1}{2}$ **TOWNSHIP 10 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO**Section 35: E $\frac{1}{2}$ E $\frac{1}{2}$ of said Section 35, EXCEPT the following described parcel:

Beginning at the Southeast corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 35,
which point shall be known as the True Point of Beginning;
Thence South 0°13' West along section line for 1425.56 feet to an iron
pin;
Thence North 88°48' West for 1325.13 feet to an iron pin on the 1/16th

section line;
 Thence North 0°13'02" East along said 1/16th section line for 1313.50 feet to an iron pin in an existing fence line;
 Thence North 5°08'40" East along an existing fence line for 1350.75 feet to an iron pin;
 Thence North 32°12'26" East along an existing fence line for 501.69 feet to an iron pin;
 Thence South 12°46'25" East for 431.93 feet to an iron pin;
 Thence South 53°54'54" East for 1043.98 feet to an iron pin on section line;
 Thence South 0°13' West along said section line for 649.71 feet to the True Point of Beginning.

ALSO EXCEPTING THEREFROM the following described parcel:

Beginning at the Northwest corner of the NE¼NE¼ of said Section 35, which point shall be the Point of Beginning;
 Thence South 89°56' East along section line for 929.90 feet to an iron pin, said point lying North 89°56' West for 395.00 feet from the section corner common to Sections 25, 26, 35 and 36;
 Thence South 31°48'24" West for 1113.67 feet to an iron pin;
 Thence South 70°58'37" East for 37.70 feet to an iron pin in an existing fence line;
 Thence South 32°12'26" West along an existing fence line for 501.69 feet to an iron pin;
 Thence South 5°08'40" West along an existing fence line for 1350.75 feet to an iron pin on the 1/16th section line;
 Thence North 0°13'02" East along said 1/16th section line for 2729.57 feet to the Point of Beginning.

PARCEL NO. 6:

**TOWNSHIP 11 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
 CASSIA COUNTY, IDAHO**

Section 1: Lot 1 and SE¼NE¼

**TOWNSHIP 11 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN,
 CASSIA COUNTY, IDAHO**

Section 6: Lots 5 and 6

PARCEL NO. 7:

SW NW
 47.47

NW SW
 47.45

**TOWNSHIP 10 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
 CASSIA COUNTY, IDAHO**

Sections 25 and 26: Part of the SE¼ of Section 26 and the SW¼ of Section 25, described as follows:

Beginning at the Southeast corner of said Section 26, which shall be known as the True Point of Beginning;
 Thence South 89°58' West along section line for 395.0 feet to a point on the centerline of an irrigation ditch easement;
 Thence North 27°48' East along said centerline for 1028.4 feet to a point on the South boundary of a County Road right-of-way (known as Heglar Road);
 Thence South 77°40' East along said South boundary for 465.9 feet to a point;
 Thence South 52°57' East along said South boundary for 1342.5 feet to a point on the South section line of said Section 25;
 Thence South 89°58' West along said section line for 1611.25 feet to the True Point of Beginning.

EXCEPTING THEREFROM the following described property:

Part of Section 36 of Township 10 South, Range 27 East and
part of Section 31 of Township 10 South, Range 28 East and
Part of the NW 1/4 of Section 6 of Township 11 South, Range 28
East of the Boise Meridian, Cassia County, State of Idaho,
more particularly described as follows:

Beginning at the Northeast corner of Section 31, Township 10 South,
Range 28 East of the Boise Meridian, said corner marked by a 5/8 inch
rebar which shall be the Point of Beginning;
Thence South 0°12'09" East along the section line for 16.83 feet to a U.S.
General Land Office pipe with brass cap, said corner being a Witness
corner to the section corner;
Thence South 0°12'09" East along the section line for 2617.93 feet to
a U.S. General Land Office pipe at the East quarter section corner of
Section 31;
Thence South 0°06'27" East along section line for 2643.52 feet to a
U.S. General Land Office pipe at the Southeast corner of Section 31;
Thence South 0°15'50" West along section line for 2681.07 feet to a 5/8
inch rebar at the East quarter section corner of Section 6;
Thence North 89°11'00" West along the quarter section line for
912.02 feet to a 1/2 inch rebar in the approximate centerline of the
Heglar Canyon Road;
Thence North 37°43'26" West along said road centerline for 1998.25 feet
to a 1/2 inch rebar;
Thence North 56°46'58" West along said road centerline for 1791.49 feet
to a point;
Thence North 34°01'12" East for 27.86 feet to a 1/2 inch rebar;
Thence North 34°01'12" East for 232.98 feet to a 1/2 inch rebar;
Thence North 58°07'09" West for 496.96 feet to a 1/2 inch rebar;
Thence South 32°00'42" West for 223.81 feet to a 1/2 inch rebar;
Thence South 32°00'42" West for 25.47 feet to a point in the
approximate centerline of the Heglar Canyon Road;
Thence North 56°46'58" West along said road centerline for 16.00 feet
to a 1/2 inch rebar;
Thence North 49°51'17" West along said road centerline for 128.41 feet
to a 1/2 inch rebar;
Thence North 43°55'17" West along said road centerline for 6355.24 feet
to a 1/2 inch rebar;
Thence North 47°36'00" West along said road centerline for 316.76 feet
to a 1/2 inch rebar;
Thence North 51°58'34" West along said road centerline for 461.75 feet
to a 1/2 inch rebar on section line;
Thence North 89°58'00" East along section line for 994.66 feet to a
U.S. General Land Office pipe at the North quarter section corner of
Section 36;
Thence North 89°58'00" East along section line for 2645.14 feet to a 5/8
inch rebar at the Northeast corner of Section 36;
Thence South 89°27'26" East along section line for 5517.69 feet to the
Point of Beginning.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant
thereto including but not limited to Water Adjudication Nos. A43-02417F, A43-02418F, A43-04060F,
A43-04061F, A43-04062F, A43-04063F, A43-04064F and A43-10353.

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Taxes for 1996 and subsequent years, a lien, but not yet due or payable.

Agreement for Purchase of Power between Raft River Rural Electric Cooperative, Inc., as Seller, and
Yale Land Co., as Consumer, dated March 7, 1960 and recorded September 15, 1960 as Instrument No.
208033 in Book 10 of Bills of Sales and Agreements, records of Cassia County, Idaho.

Easement and Right-of-Way Contract from Taylor Land Company, to Intermountain Gas Company, dated March 29, 1962 and recorded April 27, 1962 as Instrument No. 6618 on Film No. 13, records of Cassia County, Idaho.

Easement and Right-of-Way Contract from Taylor Land Company, to Intermountain Gas Company, dated March 29, 1962 and recorded April 27, 1962 as Instrument No. 6619 on Film No. 13, records of Cassia County, Idaho.

Easement and Right-of-Way Contract from Taylor Land Company, to Intermountain Gas Company, dated March 29, 1962 and recorded April 27, 1962 as Instrument No. 6620 on Film No. 13, records of Cassia County, Idaho.

Electric Line - Right-of-Way Easement from Heglar Ranch, Inc., to Raft River Rural Electric Cooperative, Inc., a cooperative corporation, dated August 4, 1982 and recorded August 12, 1982 as Instrument No. 145508, records of Cassia County, Idaho.

Reservation contained in Warranty Deed between Simplot Leasing Corporation, an Idaho corporation, and Idaho Livestock Production Credit Association, a federally chartered corporation, dated August 15, 1984 and recorded September 7, 1984 as Instrument No. 163496 on Film No. 167, records of Cassia County, Idaho.

Agreement for Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative, as Seller, and Idaho Livestock P.C.A., as Consumer, dated April 11, 1985 and recorded May 6, 1985 as Instrument No. 169168 on Film No. 172, records of Cassia County, Idaho.

Agreement for Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative, as Seller, and Idaho Livestock P.C.A., as Consumer, dated April 11, 1985 and recorded May 6, 1985 as Instrument No. 169169 on Film No. 172, records of Cassia County, Idaho.

Agreement for Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative, as Seller, and Idaho Livestock P.C.A., as Consumer, dated April 11, 1985 and recorded May 6, 1985 as Instrument No. 169170 on Film No. 172, records of Cassia County, Idaho.

Agreement for Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative, as Seller, and Idaho Livestock P.C.A., as Consumer, dated April 11, 1985 and recorded May 6, 1985 as Instrument No. 169171 on Film No. 172, records of Cassia County, Idaho.

Agreement for Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative, as Seller, and Idaho Livestock P.C.A., as Consumer, dated April 11, 1985 and recorded May 6, 1985 as Instrument No. 169173 on Film No. 172, records of Cassia County, Idaho.

Agreement for Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative, as Seller, and Idaho Livestock P.C.A., as Consumer, dated April 11, 1985 and recorded May 6, 1985 as Instrument No. 169174 on Film No. 172, records of Cassia County, Idaho.

Agreement for Electric Service, between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta to Brad Neibaur, dated April 11, 1990 and recorded May 24, 1990 as Instrument No. 207704 on Film No. 216, records of Cassia County, Idaho.

Agreement for Electric Service, between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta to Brad Neibaur, dated April 11, 1990 and recorded May 24, 1990 as Instrument No. 207705 on Film No. 216, records of Cassia County, Idaho.

Agreement for Electric Service, between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta to Brad Neibaur, dated April 11, 1990 and recorded May 24, 1990 as Instrument No. 207706 on Film No. 216, records of Cassia County, Idaho.

Effects, if any of Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, to David O. Hinckley, dated March 9, 1994 and recorded March 15, 1994 as Instrument No. 229613 on Film No. 253, records of Cassia County, Idaho.

Effects, if any of Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, to David O. Hinckley, dated March 9, 1994 and recorded March 15, 1994 as Instrument No. 229615 on Film No. 253, records of Cassia County, Idaho.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: June 19, 1996

Brad Neibaur
Brad Neibaur

Dianne Neibaur
Dianne Neibaur

STATE OF IDAHO)
COUNTY OF Cassia) ss.

On this 19th day of June, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared BRAD NEIBAUR and DIANNE NEIBAUR, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Larry Roberts
Notary Public
Residing at: Burley, Idaho
My Commission expires: 6-30-97

LARRY ROBERTS
★ NOTARY PUBLIC ★
STATE OF IDAHO
RESIDING AT BURLEY, ID
MY COMMISSION EXPIRES 6-30-97

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STATE OF IDAHO
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LAND TITLE & ESCROW

RECORDED
CASSIA COUNTY, IDAHO
DARRELL N. ROSKELLEY
RECORDER
FEE \$5.00 DEPUTY

JUN 19 P 3 53

RECORDED AT THE REQUEST OF
LAND TITLE & ESCROW
FILM 278

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