

0 ac

Dempsey Creek

West Creek

East Creek

N54E, 1500'

5

4

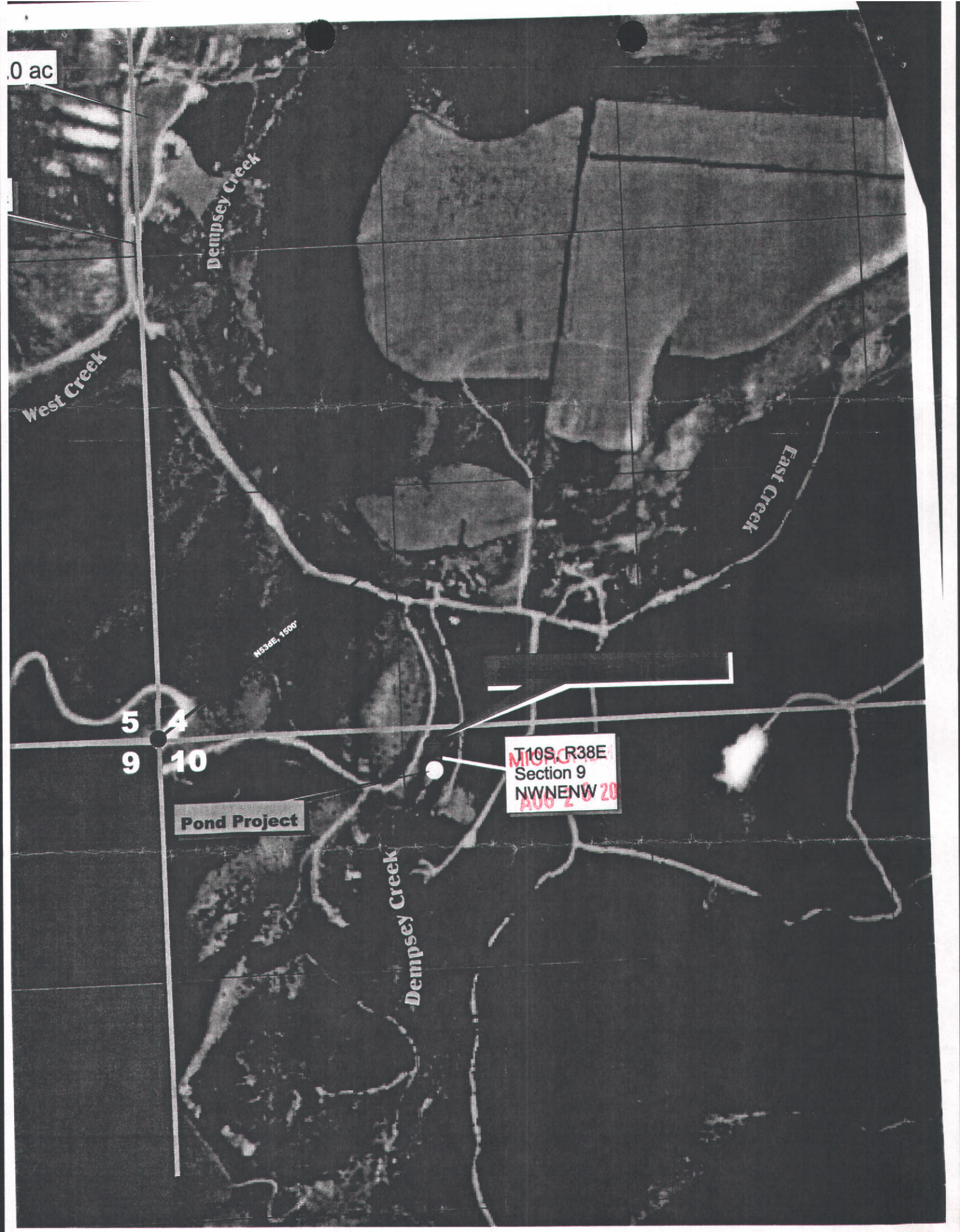
9

10

Pond Project

Dempsey Creek

T10S, R38E  
Section 9  
NWNENW  
AUG 20 20



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

RECEIVED

MAY 13 2002

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, if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

| Water<br>Right No(s). | Adjudication<br>Claim No(s). | Split | Water<br>Right No(s). | Adjudication<br>Claim No(s). | Split |
|-----------------------|------------------------------|-------|-----------------------|------------------------------|-------|
| 29-11618              |                              |       |                       |                              |       |
|                       |                              |       |                       |                              |       |
|                       |                              |       |                       |                              |       |
|                       |                              |       |                       |                              |       |
|                       |                              |       |                       |                              |       |

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts. ~~ADDER~~ \$25 - 5-6-02 E D 2 7727 \$25
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):  
**PLAT OF PROPERTY** or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

**OR**

If your water right(s) and/or adjudication claim(s) are for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) Linda R. Page  
12717 S. Dempsey Creek Rd. Lava Hot Springs
4. New Owner/Claimant(s) Linda R. McLaughlin, Gerald Beebe  
 Name Connector (Check one): ☐ and, ☒ or, ☐ and/or
- New Mailing Address 12717 S. Dempsey Creek Rd. Lucky
- City, State and ZIP Code Lava Hot Springs Id. 83246 Chubbuck Id.
- New Telephone Number (208) 776 5976 208 2377414
5. Date you acquired the property 4/23/90 5-7-02

MICROFILMED

MAY 23 2002

over

Linda McLaughlin 4-14-02  
witness Michelle Davis 4-14-02 Gerald L Beebe 4-14-02

Witnessed by Gene Furrer 4/14/02

Witnessed by Patte Merrill 4-14-02

## DEED OF TRUST

THIS DEED OF TRUST, Made this 4th day of April, 1984  
 BETWEEN HARRY PAGE and LINDA PAGE, husband and wife, herein called GRANTOR,  
 whose address is XPioneer Title Company, P. O. Box 1057, Pocatello, Idaho 83204  
 PIONEER TITLE COMPANY OF BANNOCK COUNTY, an Idaho corporation, herein called TRUSTEE, whose address is Pocatello, Idaho  
 and \*\*\*SEE BELOW\*\*\* herein called BENEFICIARY,  
 whose address is 2400 Garrett Way, Pocatello, Idaho 83201  
 WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER  
 OF SALE, that property in the County of Bannock, State of Idaho, described as follows,  
 and containing not more than twenty acres:  
 \*\*\*GLEN HUFF and JOANN G. HUFF, husband and wife; JAREN McCORMICK and PATRICIA  
 McCORMICK, husband and wife; SUZANNE McCORMICK, a single woman, all doing business  
 as DEMPSEY CREEK RANCHES\*\*\*

See Exhibit "A" attached hereto

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits,

for the Purpose of securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of  
 \*\*\*THIRTY-SIX THOUSAND FIVE HUNDRED AND NO/100\*\*\* Dollars, (\$ 36,500.00).

final payment due April 4, 1999.  
 and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of laws to cultivate, irrigate, fence, fence, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay, or at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust, in addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure to so pay shall constitute a default under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at eight per cent per annum.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The reconveyance in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantor in such reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

MICROFILMED  
 AUG 26 2002

EXHIBIT "A"

Part of Sections 4 and 9, Township 10 South, Range 38 East, B.M., Bannock County, Idaho described as:

Beginning at a point on the South line of Dempsey Creek Road that is N 63° 32' 23" E. 1572.21 feet from the N.W. corner of said Section 9, said N.W. corner being S 88° 41' 46" W 2654.78 feet from the North<sup>1</sup>/<sub>4</sub> corner of said Section 9 and running thence S 10° 53' 54" E 395.34 feet along the center line of the previously described roadway easement "A" to the P.T. of a curve to the right; thence along said curve 220.76 feet (Curve Data: Delta = 25° 17' 51", Radius = 500.00 feet) Chord Bears S 1° 45' 00" W 218.97 feet; thence S 14° 23' 55" W 35.26 feet to the P.T. of a curve to the right; thence along said curve 172.26 feet (Curve Data: Delta = 19° 44' 21", Radius = 500.00 feet) Chord Bears S 24° 16' 06" W 171.41 feet; thence S 34° 08' 17" W 105.13 feet to the P.T. of a curve to the right; thence along said curve 138.29 feet (Curve Data: Delta = 52° 49' 27", Radius = 150.00 feet) Chord Bears S 60° 33' 02" W 133.45 feet; thence S 86° 57' 46" W 58.37 feet along said center line of Roadway Easement "A" to the intersection of the centerline of Roadway Easement "18a"; thence S 57° 53' 13" W 77.59 feet along said center line of Roadway Easement "18a"; thence S 45° 50' 17" W 586.32 feet; thence S 20° 52' 38" E 152.18 feet; thence S 25° 20' 26" W 208.66 feet; thence S. 31° 21' 28" E 186.03 feet; thence S 43° 21' 29" E 161.03 feet along said centerline; thence East 481.85 feet; thence N 0° 09' 28" W 9.36 feet to the S. E. corner of the N. W. <sup>1</sup>/<sub>4</sub> of said Section 9; thence N 89° 11' 08" E 366.95 feet along the South line of said N.W. <sup>1</sup>/<sub>4</sub> to the West right-of-way- line of Dempsey Creek Road said point being on a non-tangent curve to the right; thence along said curve 43.55 feet (Curve Data: Delta = 5° 08' 05", Radius = 485.90 feet) Chord Bears N 31° 37' 39" E 43.53; thence N 34° 11' 59" E 189.61 feet along said West line to the P.T. of a curve to the right; thence along said curve 122.16 feet (Curve Data: Delta = 7° 34' 01", Radius = 925.00 feet) Chord Bears N 37° 59' 00" E 122.07 feet; thence N 41° 46' 00" E 161.67 feet along said West line to the P.T. of a curve to the right; thence along said curve 146.46 feet (Curve Data: Delta = 30° 30' 53", Radius = 275.00 feet) Chord Bears N 57° 00' 48" E 144.74 feet to the PRC of a curve to the left; thence along said curve 212.21 feet (Curve Data: Delta = 81° 03' 22", Radius 150.00 feet) Chord Bears N 31° 45' 49" E 194.95 feet; thence N 8° 45' 59" W 73.26 feet along said West line to the P.T. of a curve to the right; thence along said curve 196.87 feet (Curve Data: Delta = 34° 42' 25", Radius = N 25° 56' 26" E 216.59 feet along said West line to the P.T. of a curve to the left; thence along said curve 136.59 feet (Curve Data: Delta = 28° 27' 26", Radius = 275.00 feet) Chord Bears N 22° 42' 43" E 135.19 feet thence N 2° 31' 00" W 234.16 feet along said West line to the P.T. of a curve to the right; thence along said curve 227.39 feet (Curve Data: Delta = 28° 57' 08", Radius = 450.00 feet) Chord Bears N 11° 57' 34" E 224.98 feet; thence N 26° 26' 08" E 76.68 feet along said West line; thence N 77° 42' 26" W 1061.05 feet along the South line of Dempsey Creek Road to the point of Beginning.

Parcel contains 48.76 acres and is subject to Roadway Easements "A" and the "18a" attached herewith.

EXCEPTING THEREFROM: Lot 5 of the proposed Creekside Estates subdivision.

MICROFILMED  
AUG 26 2002

# REAL ESTATE PURCHASE AND SALE AGREEMENT

NE-21  
Rev. 11-81

THIS CONTRACT CONTROLS THE TERMS OF SALE OF THE PROPERTY. READ CAREFULLY BEFORE SIGNING. IF ANY QUESTION, CONSULT YOUR ATTORNEY.

HARRY J. PAGE AND LINDA PAGE, LAVA, Idaho, MARCH 27, 1984  
(hereinafter called "Buyer") agrees to purchase, and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "premises" located in  
County of BANNOCK  
State of Idaho, commonly known as GLEN HUFF PROPERTY  
legally described as: 3-BEDROOM LOG HOME WITH 2 ACRES ±

(A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED, ATTACHED OR WRITTEN ON THE REVERSE HEREOF PRIOR TO EXECUTION BY SELLER. Buyer hereby authorizes broker to insert over his signature the correct legal description of the premises if unavailable at the time of signing, or to correct the legal description previously entered if erroneous or incomplete.)

1. TOTAL PURCHASE PRICE IS THIRTY-NINE THOUSAND 40 0/100  
DOLLARS (\$ 39,000.00) payable as follows:

A. Earnest Money. (a) Buyer hereby deposits and a receipt is hereby acknowledged of ONE THOUSAND 40 0/100 Dollars (\$ 1000.00)

evidenced by: ☒ Cash, ☒ Personal Check, ☐ Cashiers Check, ☐ Note Due, or  
paid or delivered as earnest money in part payment of the purchase price for the premises.

(b) Earnest Money to be deposited in trust account upon acceptance by all parties.

(c) All Earnest Money shall be held by FIRST UNITED CORPORATION for the benefit of the parties hereto, and FIRST UNITED CORPORATION (Broker) shall hold the completely executed broker's copy of this agreement.

B. Balance of purchase price to be paid as follows: \$2,500.00 CASH AT CLOSING TO INCLUDE EARNEST MONEY. BALANCE OF \$36,500.00 TO BE AMORTIZED AT 10% PAYABLE AT \$392.23, PRINCIPAL AND INTEREST DUE MAY 1, 1983 AND EACH CONSECUTIVE MONTH FOR 180 MONTHS. THERE SHALL BE NO PREPAYMENT PENALTY. BUYER SHALL BE RESPONSIBLE FOR MAINTAINING A POLICY OF FIRE INSURANCE AND STANDARD HOMEOWNERS POLICY AT ALL TIMES DURING THE TERM OF THE CONTRACT.

2. Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of MARCH 31, 1984. If Seller does not accept this agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.

3. 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, 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. Any items, encumbrances or defects which are to be discharged or assumed by Buyer or to which title is taken subject to (not otherwise set forth above) are:  
MATTERS OF PUBLIC RECORD

4. The Seller shall, within a reasonable time after closing, furnish to the Buyer a title insurance policy in the amount of the purchase price of the premises from a title insurance company showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this agreement to be discharged or assumed by the Buyer. Prior to closing the transaction, the Seller shall furnish to the Buyer a preliminary report or commitment made by a title insurance company showing the condition of the title to said premises. The parties agree that PIONEER Title Company shall provide said title policy and preliminary report or commitment. It is agreed that if the title to said premises is not marketable, or cannot be made so within thirty (30) days after notice containing a written statement of defects is delivered or mailed to the Seller, or if the Seller, having approved said sale fails to consummate the same as herein agreed, such failure shall constitute a default and the Earnest Money shall be returned to the Buyer and Seller shall pay for the cost of title insurance, escrow and legal fees, if any. Buyer's acceptance of the Earnest Money does not constitute a waiver of other remedies available.

5. It is hereby agreed that the "closing agent" for this agreement shall be PIONEER TITLE COMPANY FIRST UNITED CORPORATION is the broker responsible for the closing.

Where not otherwise provided by law, the parties shall each pay one-half of said closing agent's fees. The closing date shall be APRIL 3, 1984

6. On or before the closing date, Buyer and Seller shall deposit with the closing agent all funds and instruments necessary to complete the sale.

7. Seller shall deliver possession to Buyer on or before APRIL 3, 1984 and taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserves on loans, loans or obligations assumed or taken subject to, and utilities shall be prorated as of APRIL 3, 1984 except as follows:

Buyer shall pay for fuel in fuel tank, the amount to be determined by the supplier at Seller's expense.

8. The parties agree that this agreement contains the following additional terms and conditions: OFFER SUBJECT TO BUYER'S FINAL APPROVAL UPON INSPECTION OF HOME AND PROPERTY AND PERSONAL PROPERTY INCLUDED.

9. The following items of property now on the premises are specifically excluded from the sale: NONE

The following items of personal property are specifically included in the sale: SEE ATTACHED ADDENDUM LISTING PERSONAL PROPERTY INCLUDED WITH PURCHASE.

10. IMPORTANT: THE REVERSE OF THIS AGREEMENT CONTAINS IMPORTANT PROVISIONS WHICH ALSO CONSTITUTE PART OF THE AGREEMENT. Each of the parties acknowledges reading this agreement in full.

Listing Agency: FIRST UNITED CORPORATION Selling Agency: FIRST UNITED CORPORATION

Buyer: 21... 11 Road Seller's Address: CLAY JANT

Buyer: \_\_\_\_\_ Seller's Name: \_\_\_\_\_

On this date, \_\_\_\_\_, I/We hereby approve and accept the sale set forth in the above agreement and agree to carry out all the terms thereof on the part of the Seller, and the undersigned Seller further agrees to pay a commission of \_\_\_\_\_% of selling price or \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) to the above named broker(s) for services.

I/We further acknowledge receipt of a true copy of this agreement with the complete legal description of the premises inserted and signed by both parties.

Seller: \_\_\_\_\_ Seller's Address: \_\_\_\_\_

A true copy of the foregoing agreement, signed by the Seller and containing the full and complete legal description of the premises, is hereby received on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Buyer: \_\_\_\_\_ Seller: \_\_\_\_\_

STATE OF IDAHO \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_

known to me to be the person(s) who signed the foregoing instrument as Seller and acknowledged to me that \_\_\_\_\_ he \_\_\_\_\_ executed the same.

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

MICROFILMED  
AUG 26 2002

# WARRANTY DEED

**PIONEER TITLE COMPANY  
OF BANNOCK COUNTY**  
Pocatello, Idaho - 208-233-9595

2.2  
EXHIBIT "A"

Part of Sections 4 and 9, Township 10 South, Range 38 East, B.M., Bannock County, Idaho described as:

Beginning at a point on the South line of Dempsey Creek Road that is N 63° 32' 23" E. 1572.21 feet from the N.W. corner of said Section 9, said N.W. corner being S 88° 41' 46" W 2654.78 feet from the North $\frac{1}{2}$  corner of said Section 9 and running thence S 10° 53' 54" E 395.34 feet along the center line of the previously described roadway easement "A" to the P.T. of a curve to the right; thence along said curve 220.76 feet (Curve Data: Delta = 25° 17' 51", Radius = 500.00 feet) Chord Bears S 1° 45' 00" W 218.97 feet; thence S 14° 23' 55" W 35.26 feet to the P.T. of a curve to the right; thence along said curve 172.26 feet (Curve Data: Delta = 19° 44' 21", Radius = 500.00 feet) Chord Bears S 24° 16' 06" W 171.41 feet; thence S 34° 08' 17" W 105.13 feet to the P.T. of a curve to the right; thence along said curve 138.29 feet (Curve Data: Delta = 52° 49' 27", Radius = 150.00 feet) Chord Bears S 60° 33' 02" W 133.45 feet; thence S 86° 57' 46" W 58.37 feet along said center line of Roadway Easement "A" to the intersection of the centerline of Roadway Easement "18a"; thence S 57° 53' 13" W 77.59 feet along said center line of Roadway Easement "18a"; thence S 45° 50' 17" W 586.32 feet; thence S 20° 52' 38" E 152.18 feet; thence S 25° 20' 26" W 208.66 feet; thence S. 31° 21' 28" E 186.03 feet; thence S 43° 21' 29" E 161.03 feet along said centerline; thence East 481.85 feet; thence N 0° 09' 28" W 9.36 feet to the S. E. corner of the N. W.  $\frac{1}{4}$  of said Section 9; thence N 89° 11' 08" E 366.95 feet along the South line of said N.W.  $\frac{1}{4}$  to the West right-of-way- line of Dempsey Creek Road said point being on a non-tangent curve to the right; thence along said curve 43.55 feet (Curve Data: Delta = 5° 08' 05", Radius = 485.90 feet) Chord Bears N 31° 37' 39" E 43.53; thence N 34° 11' 59" E 189.61 feet along said West line to the P.T. of a curve to the right; thence along said curve 122.16 feet (Curve Data: Delta = 7° 34' 01", Radius = 925.00 feet) Chord Bears N 37° 59' 00" E 122.07 feet; thence N 41° 46' 00" E 161.67 feet along said West line to the P.T. of a curve to the right; thence along said curve 146.46 feet (Curve Data: Delta = 30° 30' 53", Radius = 275.00 feet) Chord Bears N 57° 00' 48" E 144.74 feet to the PRC of a curve to the left; thence along said curve 212.21 feet (Curve Data: Delta = 81° 03' 22", Radius 150.00 feet) Chord Bears N 31° 45' 49" E 194.95 feet; thence N 8° 45' 59" W 73.26 feet along said West line to the P.T. of a curve to the right; thence along said curve 196.87 feet (Curve Data: Delta = 34° 42' 25", Radius = N 25° 56' 26" E 216.59 feet along said West line to the P.T. of a curve to the left; thence along said curve 136.59 feet (Curve Data: Delta = 28° 27' 26", Radius = 275.00 feet) Chord Bears N 22° 42' 43" E 135.19 feet thence N 2° 31' 00" W 234.16 feet along said West line to the P.T. of a curve to the right; thence along said curve 227.39 feet (Curve Data: Delta = 28° 57' 08", Radius = 450.00 feet) Chord Bears N 11° 57' 34" E 224.98 feet; thence N 26° 26' 08" E 76.68 feet along said West line; thence N 77° 42' 26" W 1061.05 feet along the South line of Dempsey Creek Road to the point of Beginning.

Parcel contains 48.76 acres and is subject to Roadway Easements "A" and the "18a" attached herewith.  
EXCEPTING THEREFROM: Lot 5 of the proposed Creekside Estates subdivision.

MICROFILMED

Aug 26 2002

2-1  
WARRANTY DEED

726646

FOR VALUE RECEIVED GLEN HUFF and JoANN HUFF, husband and wife; JAREN McCORMICK and PATRICIA McCORMICK, husband and wife; and SUZANNE McCORMICK, a single woman; all doing business as DEMPSEY CREEK RANCHES

the Grantor s, do hereby grant, bargain, sell and convey unto  
M. J. SHARP; BILLY B. ISLEY, JR.; CLAYTON G. SANT; and RICHARD L. OLSEN, all  
doing business as CREEKSIDE DEVELOPMENT, a Joint Venture

the Grantee s, whose address is P. O. Box 399, Pocatello, Idaho 83201

the following described premises, to-wit:

See Attached Exhibit "A" attached hereto

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 do hereby covenant to  
and with the said Grantee s, that they are the owner s in fee simple of said premises; that  
said premises are free from all encumbrances except covenants, conditions, restrictions  
and easements of record and any assessments for the year 1984, which are not  
yet due and payable,

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: April 4, 1984

GLEN HUFF

JoANN G. HUFF

JAREN McCORMICK

PATRICIA McCORMICK

SUZANNE McCORMICK  
STATE OF IDAHO, COUNTY OF Bannock

On this 4th day of April, 1984,  
before me, a notary public in and for said State, personally  
appeared  
GLEN HUFF, JoANN G. HUFF, JAREN McCORMICK,  
PATRICIA McCORMICK; SUZANNE McCORMICK.

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.

Notary Public

Residing at Pocatello

Idaho

Comm. Expires life

Mail to: grantee

726646

NO. 726646  
RECORDED AT REQUEST OF

Pioneer Title Co.  
'84 APR -5 AM 11:14

OFFICIAL INDEX NO. 407  
BANNOCK COUNTY, IDAHO  
LARRY W. GHAN RECORDER  
FEE 4.00 DEPUTY

AUG 26 2002

PIONEER TITLE COMPANY  
OF BANNOCK COUNTY,  
Pocatello, Idaho - 208-233-9595

EXHIBIT "A"

Part of Sections 4 and 9, Township 10 South, Range 38 East, B.M., Bannock County, Idaho described as:

Beginning at a point on the South line of Dempsey Creek Road that is N 63° 32' 23" E. 1572.21 feet from the N.W. corner of said Section 9, said N.W. corner being S 88° 41' 46" W 2654.78 feet from the North $\frac{1}{2}$  corner of said Section 9 and running thence S 10° 53' 54" E 395.34 feet along the center line of the previously described roadway easement "A" to the P.T. of a curve to the right; thence along said curve 220.76 feet (Curve Data: Delta = 25° 17' 51", Radius = 500.00 feet) Chord Bears S 1° 45' 00" W 218.97 feet; thence S 14° 23' 55" W 35.26 feet to the P.T. of a curve to the right; thence along said curve 172.26 feet (Curve Data: Delta = 19° 44' 21", Radius = 500.00 feet) Chord Bears S 24° 16' 06" W 171.41 feet; thence S 34° 08' 17" W 105.13 feet to the P.T. of a curve to the right; thence along said curve 138.29 feet (Curve Data: Delta = 52° 49' 27", Radius = 150.00 feet) Chord Bears S 60° 33' 02" W 133.45 feet; thence S 86° 57' 46" W 58.37 feet along said center line of Roadway Easement "A" to the intersection of the centerline of Roadway Easement "18a"; thence S 57° 53' 13" W 77.59 feet along said center line of Roadway Easement "18a"; thence S 45° 50' 17" W 586.32 feet; thence S 20° 52' 38" E 152.18 feet; thence S 25° 20' 26" W 208.66 feet; thence S 31° 21' 28" E 186.03 feet; thence S 43° 21' 29" E 161.03 feet along said centerline; thence East 481.85 feet; thence N 0° 09' 28" W 9.36 feet to the S. E. corner of the N. W.  $\frac{1}{4}$  of said Section 9; thence N 89° 11' 08" E 366.95 feet along the South line of said N.W.  $\frac{1}{4}$  to the West right-of-way line of Dempsey Creek Road said point being on a non-tangent curve to the right; thence along said curve 43.55 feet (Curve Data: Delta = 5° 08' 05", Radius = 485.90 feet) Chord Bears N 31° 37' 39" E 43.53; thence N 14° 11' 59" E 189.61 feet along said West line to the P.T. of a curve to the right; thence along said curve 122.16 feet (Curve Data: Delta = 7° 34' 01", Radius = 925.00 feet) Chord Bears N 37° 59' 00" E 122.07 feet; thence N 41° 46' 00" E 161.67 feet along said West line to the P.T. of a curve to the right; thence along said curve 146.46 feet (Curve Data: Delta = 30° 30' 53", Radius = 275.00 feet) Chord Bears N 57° 00' 48" E 144.74 feet to the PRC of a curve to the left; thence along said curve 212.21 feet (Curve Data: Delta = 81° 03' 22", Radius 150.00 feet) Chord Bears N 31° 45' 49" E 194.95 feet; thence N 8° 45' 59" W 73.26 feet along said West line to the P.T. of a curve to the right; thence along said curve 196.87 feet (Curve Data: Delta = 34° 42' 25", Radius = N 25° 56' 26" E 216.59 feet along said West line to the P.T. of a curve to the left; thence along said curve 136.59 feet (Curve Data: Delta = 28° 27' 26", Radius = 275.00 feet) Chord Bears N 22° 42' 43" E 135.19 feet thence N 2° 31' 00" W 234.16 feet along said West line to the P.T. of a curve to the right; thence along said curve 227.39 feet (Curve Data: Delta = 28° 57' 08", Radius = 450.00 feet) Chord Bears N 11° 57' 34" E 224.98 feet; thence N 26° 26' 08" E 76.68 feet along said West line; thence N 77° 42' 26" W 1061.05 feet along the South line of Dempsey Creek Road to the point of Beginning.

Parcel contains 48.76 acres and is subject to Roadway Easements "A" and the "18a" attached herewith.

EXCEPTING THEREFROM: Lot 5 of the proposed Creekside Estates subdivision.

MICROFILMED

AUG 26 2002

4-1

Martin R. Ward  
WARD, MAGUIRE & BYBEE  
353 E. Lander - P. O. Box 4758  
Pocatello, Idaho 83205-4758  
Telephone: (208) 232-5167

895749

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK  
MAGISTRATE DIVISION

|                |   |                   |
|----------------|---|-------------------|
| LINDA R. PAGE, | ) |                   |
|                | ) | Case No. D-7097   |
| Plaintiff,     | ) |                   |
|                | ) | DECREE OF DIVORCE |
| vs.            | ) |                   |
|                | ) |                   |
| HARRY J. PAGE, | ) |                   |
|                | ) |                   |
| Defendant.     | ) |                   |

---

This matter came on for hearing before the Court this 15th day of May, 1989. The plaintiff appeared in person and by and through her attorney, Martin R. Ward, and the defendant did not appear in person or through counsel.

It appears to the Court, and the Court finds that it has jurisdiction over the parties and of the subject matter of this action; the defendant having been served with a copy of the complaint and summons, according to law, and proof of service of process thereof having been filed with the Court; the plaintiff having been a bona fide resident of the state of Idaho for more than six weeks immediately preceding the commencement of this action.

The proofs were regularly taken herein, from which it

DECREE OF DIVORCE - PAGE 1  
49491

MICROFILMED

AUG 26 2002

4-2  
895749

appears that the allegations of the complaint were sustained by the testimony, and the matters so alleged and proven are sufficient to entitle the plaintiff to the relief sought in accordance with her proof.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. The plaintiff is hereby granted an absolute divorce from the defendant upon the grounds of irreconcilable differences, and the parties are restored to the status of single persons.

2. The parties have acquired a home and real property located at 12717 S. Dempsey Creek Road, Lava Hot Springs, Idaho, more particularly described as follows:

A parcel in Section 9, T. 10 S., R. 38 E.B.M., Bannock County, as follows: Beginning at a point on the South Line of Dempsey Creek Road that is N.  $63^{\circ}32'23''$  E. 1572.21 ft. from the Northwest corner of said Section 9, thence S.  $10^{\circ}53'54''$  W. 395.34 ft., thence southwesterly along a 500 foot radius curve through a central angle of  $25^{\circ}17'51''$  a distance of 220.76 ft., thence S.  $14^{\circ}23'57''$  W. 35.26 ft. to the P.C. of the 500 foot radius curve, thence along said curve through a central angle of  $19^{\circ}44'21''$  a distance of 193.25 ft. to the real point of beginning, thence S.  $56^{\circ}37'26''$  W. approximately 483.7 ft., thence S.  $33^{\circ}22'34''$  W. 230 feet, thence N.  $56^{\circ}27'26''$  E. to a point where Deer Creek enters Dempsey Creek, thence northwesterly on the Northeast bank of Deer Creek approximately 200 feet to a point, which is on the centerline of a Dempsey Creek ranch easement, thence along the Dempsey Creek roadway on a curve approximately 260 feet to the real point of beginning. This parcel may also be known as the South 24.09 feet of Lot 3R, Lot 4R, and the North 30.30 feet of Lot 5R, Creekside Estates.

which is hereby awarded to the plaintiff, subject to the debt thereon, and further subject to defendant's equity interest in

*Recorded # 746828*

DECREE OF DIVORCE - PAGE 2  
49491

MICROFILMED

AUG 26 2002

the real property in the amount of \$6,500.00, which shall be payable by the plaintiff as follows: plaintiff shall pay to the defendant the sum of \$1,500.00 within 48 hours of the date of this decree. The balance of \$5,000.00, together with 10% per annum simple interest, shall be due and payable by plaintiff to the defendant five years from the date of this decree. The defendant is hereby granted an option to purchase the above-described property in the event the plaintiff ever offers it for sale, for the same purchase price plus the amount of principal payments made on the mortgage from the time of the decree until the offer to sell, plus the fair market value of any improvements made by the plaintiff prior to the offer to sell.

3. The parties have previously agreed to the division of community property, and each party has taken possession of their personal property, and the parties are hereby awarded those items of personal property in their respective possessions.

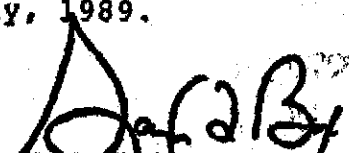
4. The parties have instituted litigation for the collection of damages against Pioneer Title and other defendants, and any monetary award resulting from that litigation shall be equally divided between the parties, after attorneys fees and costs have been paid. Any award of property to the parties which may result from that litigation is hereby awarded to the plaintiff. If the parties are not successful in

44  
895749

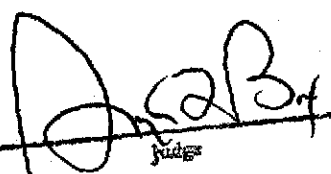
their suit, the costs of suit shall be equally borne by the parties.

5. The community debts and obligations shall be equally divided between the parties, however, defendant shall be solely responsible for sole and separate debt incurred by him prior to the marriage, which resulted in a \$65,000.00 judgment against property in the state of California.

DATED This 15 day of May, 1989.

  
GAILLEN L. BOX, Magistrate

CERTIFIED  
"A TRUE COPY"

  
Judge

NO. **895749**  
RECORDED AT REQUEST OF  
LINDA R. PAGE  
'89 MAY 15 AIO:18

OFFICE OF THE CLERK OF THE COURT  
CLERK OF THE COURT  
LARRY J. CLERK  
\$12.00 DEPUTY TRM-CA

DECREE OF DIVORCE - PAGE 4  
49491

MICROFILMED

AUG 26 2002

9006136616

Certificate of

STATE OF  
WASHINGTON

Marriage.

COUNTY OF  
PIERCE

This is to Certify, that the undersigned, a minister by authority of a  
license bearing date the 16<sup>th</sup> day of June A.D. 1990, and issued by the County  
Auditor of the County of Pierce, did on the 16<sup>th</sup> day of June A.D. 1990  
at the hour of 2 p.m. in the County and State aforesaid, join in lawful wedlock  
Robert Walter McLaughlin of Tacoma State of WA  
and Linda Rose Page of Lava Hot Springs State of Id  
with their mutual assent in the presence of Michele Zamos and Jack McLaughlin witnesses  
In Testimony Whereof, witness the Signatures of the parties to said ceremony, the witnesses and myself,  
this 16<sup>th</sup> day of June A.D. 1990

WITNESS

Michele C. Zamos  
Jack H. McLaughlin

PARTIES

Robert W. McLaughlin MALE  
Linda R. McLaughlin FEMALE

OFFICIATING CLERGYMAN OR OFFICER

Dr. Pierce Johnson  
3320 N. Union, Tacoma  
P.O. ADDRESS WASHINGTON

THIS CERTIFICATE TO BE GIVEN TO CONTRACTING PARTIES

BRIAN SONNTAG, PIERCE COUNTY AUDITOR

MICROFILMED

AUG 26 2002

0 ac

Dempsey Creek

West Creek

East Creek

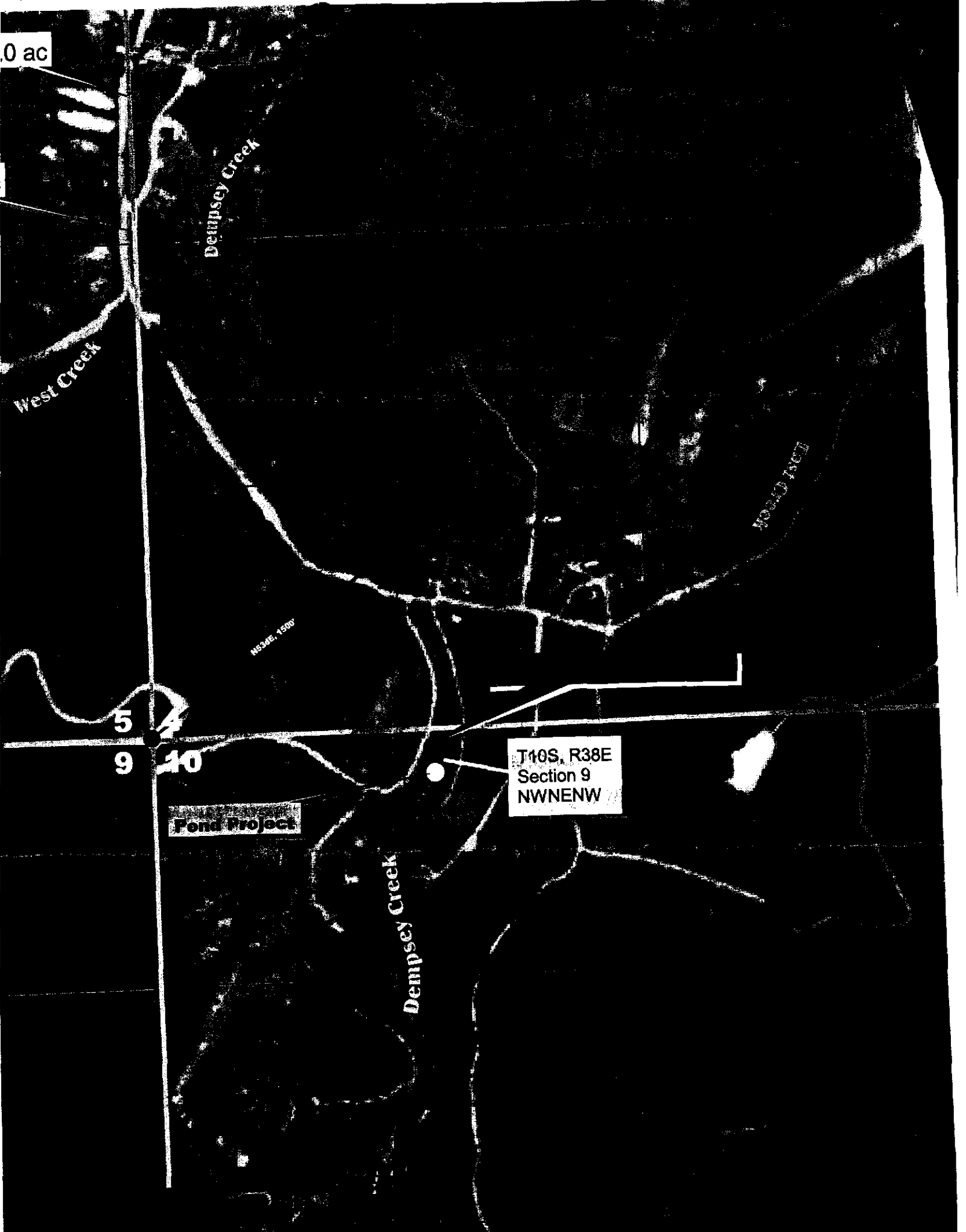
N52.0E, 150'

5 4  
9 10

Pond Project

Dempsey Creek

T10S, R38E  
Section 9  
NWNENW



IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA )  
Case No. 39576 )  
\_\_\_\_\_ )

PARTIAL DECREE PURSUANT TO  
I.R.C.P. 54(b) FOR  
Water Right 29-11618

RECEIVED

JUN 26 1998

Department of Water Resources  
Adjudication Bureau

NAME AND ADDRESS: LINDA PAGE  
PO BOX 132  
LAVA HOT SPRINGS, ID 83246

SOURCE: UNNAMED STREAM TRIBUTARY: DEMPSEY CREEK  
QUANTITY: 0.02 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000  
GALLONS PER DAY.

PRIORITY DATE: 06/01/1945

POINT OF DIVERSION: T10S R38E S09 NENW Within Bannock County

| PURPOSE AND<br>PERIOD OF USE: | PURPOSE OF USE  | PERIOD OF USE  | QUANTITY |
|-------------------------------|-----------------|----------------|----------|
|                               | Domestic 1 HOME | 01-01 TO 12-31 | 0.02 CFS |

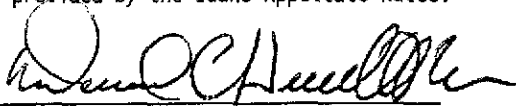
PLACE OF USE: Domestic Within Bannock County  
T10S R38E S09 NENW

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A  
DETERMINATION OF HISTORICAL BENEFICIAL USE.

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

  
Daniel C. Hurlbutt, JR.  
Presiding Judge  
Snake River Basin Adjudication

MICROFILMED

JUN 26 1998



State of Idaho

**DEPARTMENT OF WATER RESOURCES**

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: [www.idwr.state.id.us](http://www.idwr.state.id.us)

DIRK KEMPTHORNE  
Governor

KARL J. DREHER  
Director

July 19, 2002

LINDA R MC LAUGHLIN  
12717 S DEMPSEY CREEK RD  
LAVA HOT SPRINGS ID 83246

GERALD BEEBE  
5202 LUCKY  
CHUBBUCK ID 83202

RE: Change of Ownership for Water Right 29-11618

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water right to you. The department has modified its records to reflect the change in ownership and has enclosed a computer-generated report for your records.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

Jeff Peppersack, Manager  
Water Right Permits Section

JP:dg

Enclosure

MAILED 10/1/02  
10/1/02