

RECEIVED

APR 19 2005 RECEIVED

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

Department of Water Resources APR 13 2005

Department of Water Resources
Eastern Region

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
31-7014			31-2427 B	296 ac	35 8N 36E
31-11443				W 1/2 NE & NW, E 1/2 SW	N 1/2 SE
31-7361	132A	34 8N 37E SE ✓			
31-7362	132A	35 8N 37E SW -			

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

The appropriate **FILING FEE**. See instructions for fee amounts.

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) is 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)

1M FAMILY LP / OLIVE FUGAL

New Owner/Claimant(s)

Kirk M Jacobs

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

New Mailing Address

P.O. Box 119

City, State and ZIP Code

Hamor Id 83425

New Telephone Number

208 662-5415

Date you acquired the property

Jan 2005

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

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

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

Signature of New Owner(s) or Claimant(s) _____
(include title if applicable)

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

For Office Use Only

Received by DK

Date

4/13/2005

Fee

\$125.00Received by DK

Date

4/13/2005

Receipt No.

E030778

Processed by _____

AJ

Date

WR

Date

FIRST AMERICAN TITLE

00264

335230

Microfilm No. 11-05
 At 11:30 O'Clock P
 CHRISTINE BOULIER
 Jefferson Co. Recorder 18
 Fee \$ 18
 Recorded at Request of FAT-LO

WARRANTY DEED

THIS INDENTURE is made this 31st day of October, 2004, by I. M. FAMILY LIMITED PARTNERSHIP, an Idaho limited partnership, having as its General Partners Michael I. Ball and Steven L. Ball, the "Grantor", to KIRK M. JACOBS and LINDA JACOBS, husband and wife, whose mailing address is Post Office Box 119, Hamer, Idaho 83425, the "Grantee".

WITNESSETH:

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

Tract 1:

Township 7 North, Range 37 E.B.M., Jefferson County, Idaho
 Section 7: Lots 1 and 2; E $\frac{1}{4}$ NW $\frac{1}{4}$, except county road on the North and East, subject to stock drive right-of-way 200 feet wide along the West.

**NE1/4

Tract 2:

Township 8 North, Range 37 E.B.M., Fremont County, Idaho
 Section 34: SE $\frac{1}{4}$
 Section 35: SW $\frac{1}{4}$, except beginning at the SE corner of SW $\frac{1}{4}$, and running thence West 300 feet; thence North 300 feet; thence East 300 feet; thence South 300 feet to the point of beginning.

Tract 3:

A 30 foot easement for ingress and egress of agricultural equipment and machinery over the W $\frac{1}{2}$ of Section 2, Township 7 North, Range 37 E.B.M., Jefferson County, Idaho, appurtenant to lands in Sections 34 and 35, Township 8 North, Range 37 E.B.M., Fremont County, Idaho.

336625
 Microfilm No. 11-05
 At 2:32 O'Clock P
 CHRISTINE BOULIER
 Jefferson Co. Recorder 18
 Fee \$ 18
 Recorded at Request of FAT-LO

Microfilm No. 491787
 At 15:37 O'Clock P
 ABBIE MACE
 FREMONT CO RECORDER
 Fee \$ 18
 Recorded at Request of Art Johnson

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 ASSESSOR
 For PLATTING
 Date 11/2/04 Time 2:30

RECEIVED BY
 ASSESSOR
 For PLATTING
 Date 11-05 Time 2:32

491787

RESERVING AND EXCEPTING all mineral rights which are retained by Grantor.

Subject to the following:

- 1. All existing easements, patent reservations, rights-of-way, protective covenants and other matters of record, all applicable zoning ordinances, building codes, laws and regulations, and all encroachments, overlaps, boundary line disputes, claims of easements and other matters which would be disclosed by an accurate survey or inspection of the property.**
- 2. Easement granted to Utah Power & Light Company, recorded August 1, 1963 in Book 166 of Misc., page 283. (Tract 1)**
- 3. Easement granted to Utah Power & Light Company, recorded July 20, 1964 in Book 166 of Misc., page 298. (Tract 1)**
- 4. Easement granted to Utah Power & Light Company, recorded July 20, 1964 in Book 166 of Misc., page 299. (Tract 1)**
- 5. Easement granted to Utah Power & Light Company, recorded March 8, 1974 as Instrument No. 169490. (Tract 1)**
- 6. Easement granted to Utah Power & Light Company, recorded July 29, 1980 as Instrument No. 366432. (Tract 2)**
- 7. Easement granted to Utah Power & Light Company, recorded August 6, 1981 as Instrument No. 371906. (Tract 2)**
- 8. Mineral Deed given to D. Reed Sanders and Shirley Sanders, husband and wife, to Caroma Fuels, Inc., recorded September 24, 1979 as Instrument No. 200338. (Tract 1)**
- 9. Roadway Easement upon the terms and conditions contained therein, recorded December 17, 1985 as Instrument No. 235835. (Tract 1)**

10. Roadway Easement upon the terms and conditions contained therein, recorded December 17, 1985 as Instrument No. 235836. (Tract 1)

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

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

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

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

GRANTOR:

I.M. FAMILY LIMITED PARTNERSHIP

By: Michael L. Ball
Michael L. Ball, General Partner

By: Steven L. Ball
Steven L. Ball, General Partner
December 17, 2004

491787

10. Roadway Easement upon the terms and conditions contained therein, recorded December 17, 1985 as Instrument No. 235836.
(Tract 1)

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

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

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

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

GRANTOR:

I. M. FAMILY LIMITED PARTNERSHIP

By: Michael I. Ball
Michael I. Ball, General Partner
DECEMBER 17, 2004

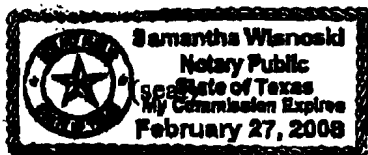
By: Steven L. Ball
Steven L. Ball, General Partner

491787

STATE OF Texas) ss.County of Harris) ss.

On the 4 day of November, 2004, before me the undersigned, a notary public in and for said State, personally appeared Michael I. Ball, known or identified to me to be one of the general partners in the limited partnership of I. M. Family Limited Partnership, and the general partner or one of the general partners who subscribed said limited partnership name to the foregoing instrument, and acknowledged to me that such general partner executed the same in said limited partnership name.

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



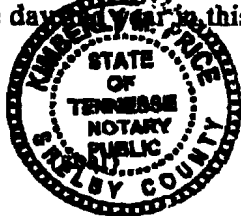
Samantha Wisnoski
Notary Public for Spring Texas
Residing at The UPS Store
My Commission Expires: 02-27-2008

STATE OF TENNESSEE)

County of Shelby) ss.

On the 4th day of January, 2005, before me the undersigned, a notary public in and for said State, personally appeared Steven L. Ball, known or identified to me to be one of the general partners in the limited partnership of I. M. Family Limited Partnership, and the general partner or one of the general partners who subscribed said limited partnership name to the foregoing instrument, and acknowledged to me that such general partner executed the same in said limited partnership name.

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



John M. Rice
Notary Public for Tennessee
Residing at 240 Newby Hall Rd
My Commission Expires: MY COMMISSION EXPIRES AUG. 30, 2008

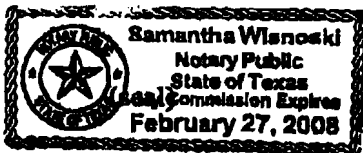
Q:\WPDATA\CAR\N4545DMF\enly.kbk.11164.warranty.wpd

STATE OF TEXAS ss.
County of Harris)ss.

491787

On the 20 day of December, 2004, before me the undersigned, a notary public in and for said State, personally appeared Michael I. Ball, known or identified to me to be one of the general partners in the limited partnership of I. M. Family Limited Partnership, and the general partner or one of the general partners who subscribed said limited partnership name to the foregoing instrument, and acknowledged to me that such general partner executed the same in said limited partnership name.

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



Samantha Wisniewski
Notary Public for Harris
Residing at The UPS Store
My Commission Expires: 02-27-2008

STATE OF TENNESSEE)
County of Shelby)ss.

On the 3rd day of November, 2004, before me the undersigned, a notary public in and for said State, personally appeared Steven L. Ball, known or identified to me to be one of the general partners in the limited partnership of I. M. Family Limited Partnership, and the general partner or one of the general partners who subscribed said limited partnership name to the foregoing instrument, and acknowledged to me that such general partner executed the same in said limited partnership name.

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



Jodi Pennington
Notary Public for Tennessee
Residing at 240 New Byrdville Collierville TN
My Commission Expires: 38617
MY COMMISSION EXPIRES MAY 8, 2007



First American Title Company

110 N. Clark Street, Rigby, ID 83442
(208) 745-8715- Fax (208) 745-8716

FAX TRANSMITTAL

DATE: **04/13/2005 01:15:42 PM**

FILE NO.: **110174-RI**

TO: **Kirk Jacobs**

FAX: **12085257177**

Attn:

FROM: **Trisha Wheeler**

Special Instructions/Comments:

CONFIDENTIALITY NOTICE: This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt for disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the above address.

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IMPORTANT NOTICE:

Should any of these papers require an **ORIGINAL SIGNATURE** and your fax machine produces the facsimile on thermal paper, please **PHOTOCOPY** then sign the photocopy.

We will "not" accept an Original Signature on THERMAL fax paper.

Thank you for your cooperation in this matter.

**IF TRANSMISSION OF ALL PAGES IS NOT COMPLETE OR IF AN ORIGINAL IS NEEDED,
PLEASE CONTACT THE SENDER.**

Received Time Apr. 13. 1:21PM

Instrument # 313323

RIGBY, JEFFERSON, IDAHO

2002-03-14 09:30:00 No. of Pages: 9

Recorded for: FIRST AMERICAN TITLE

CONNIE M. KELLER

Fee: 27.00

Ex-Officio Recorder Deputy

Index to: GRANT DEED

RI 22836
FIRST AMERICAN TITLE

GRANT DEED

313323

THIS INDENTURE is made this 9th day of March, 2002, by FUGAL LAND PARTNERSHIP, a Connecticut general partnership, whose partners are SARA C. NEWELL, KRISTINA G. SANCHER, JAN P. FUGAL, collectively the "Grantor", to KIRK M. JACOBS and LINDA JACOBS, husband and wife, whose mailing address is P.O. Box 119, Hamer, Idaho 83425, the "Grantee".

WITNESSETH:

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

Parcel 1:

Township 8 North, Range 36 E.B.M., Jefferson County, Idaho.

Section 35: E $\frac{1}{2}$ W $\frac{1}{2}$; W $\frac{1}{2}$ E $\frac{1}{2}$

TOGETHER WITH a 30 foot wide easement for ingress and egress over and across the following described property: Beginning at the SE corner of Section 35, Township 8 North, Range 36 E.B.M., Jefferson County, Idaho, and running thence W. 1320 feet, more or less, to the SE corner of the W $\frac{1}{2}$ E $\frac{1}{2}$ of said Section 35; thence N. 30 feet; thence E. 1320 feet; thence S. 30 feet, more or less, to the point of beginning.

Parcel 2:

Commencing at the SE corner of Section 28, Township 8 North, Range 36 E.B.M., Jefferson County, Idaho, and running thence S.83°09'31"W. for a distance of 929.37 feet; thence N.85°23'29"W. for a distance of 350 feet, more or less, where this line (which is also the S. line of Section 28 and also the Utah Power and Light pole line) intersects the E. fence line of the Union Pacific Railroad right-of-way; thence N. along said railroad right-of-way 1152 feet; thence E. 28 feet, more or less, to the center of an existing county road of said Section 28, being the true point of beginning; thence N. 62 feet; thence E. 600 feet; thence S. 62 feet; thence W. 600 feet to the point of beginning.

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ASSESSOR

For PLATTING

Date: 4/13/05 Time: 9:30

TOGETHER WITH an easement from the public roadway for reasonable access thereto and a proportionate interest in and to a culinary water well and system and the easement upon which it is situated.

SUBJECT to the following matters:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records, except any state or federal tax liens against the Grantor.
2. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records, except any matters created, suffered, assumed or agreed to by the Grantor.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records, except any such lien or right of a lien arising out of any act of the Grantor.
7. 2002 real property taxes and assessments which are an accruing lien, not yet due and payable.
8. Reservation of all coal in United States Patent, recorded June 7, 1917, in Book 37, Page 97, Jefferson County, Idaho.
9. Power Line Easement granted to Utah Power and Light Company, recorded May 16, 1966, in Book 179, Page 115; July 15, 1968, as

Instrument No. 148664; September 22, 1969, as Instrument No. 152440; and December 22, 1969, as Instrument No. 153273, records of Jefferson County, Idaho.

10. Power Line Easement granted to Utah Power & Light Company, recorded October 23, 1969, as Instrument No. 152741, records of Jefferson County, Idaho.
11. Terms and conditions of Right-of-Way Easement recorded January 29, 1980, as Instrument No. 202139, records of Jefferson County, Idaho, executed by Frank H. Jacobs and Geraldine M. Jacobs, husband and wife, as Grantors to Olive H. Fugal, a widow, as Grantee.
12. Easement for Roadway granted to Keith Lester Peterson and Kathleen L. Peterson, husband and wife, recorded: January 2, 1981, Instrument No. 207506, records of Jefferson County, Idaho.

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

TO HAVE AND TO HOLD the property and the appurtenances unto the Grantee, and to the Grantee's successors and assigns forever.

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

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

FUGAL LAND PARTNERSHIP

By: *Sara C. Newell aka Sara Fugal Newell*
Sara C. Newell, a Partner

By:
Kristina G. Sancher, a Partner

By:
Jan P. Fugal, a Partner

STATE OF)
)ss.
County of)

On the ____ day of March, 2002, before me the undersigned, a notary public in and for said State, personally appeared Sara C. Newell, known or identified to me to be one of the partners in the partnership of FUGAL LAND PARTNERSHIP, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he/she executed the same in said partnership name.

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

(SEAL)

See Attached Acknowledgment
Notary Public for
Residing at:
My Commission Expires:

STATE OF)
)ss.
County of)

On the ____ day of March, 2002, before me the undersigned, a notary public in and for said State, personally appeared Kristina G. Sancher, known or identified to me to be one of the partners in the partnership of FUGAL LAND PARTNERSHIP, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he/she executed the same in said partnership name.

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

(SEAL)

Notary Public for
Residing at:
My Commission Expires:

ALL-PURPOSE ACKNOWLEDGMENT

State of

Cal. Fornia

County of

Contra Costa

On March 9th 2002

Date

before me,

Laura Mora - Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

SARA FUGAL NEWELL

Name(s) of Signer(s)

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Laura Mora
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Grant Deed

Document Date:

03-09-2002

Number of Pages: 3 pages

Signer(s) Other Than Named Above:

Kristina C. Sanchez and Jan P. Fugal

Capacity(ies) Claimed by Signer(s)

Signer's Name: SARA FUGAL NEWELL

Signer's Name:

- ☐ Individual
☐ Corporate Officer
 Title(s):
☒ Partner - ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

PRINT THUMBPRINT
OF SIGNER
Top of thumb here

- ☐ Individual
☐ Corporate Officer
 Title(s):
☐ Partner - ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

PRINT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing:

Fugal Land Partnership

Signer Is Representing:

Instrument No. 148664; September 22, 1969, as Instrument No. 152440; and December 22, 1969, as Instrument No. 153273, records of Jefferson County, Idaho.

10. Power Line Easement granted to Utah Power & Light Company, recorded October 23, 1969, as Instrument No. 152741, records of Jefferson County, Idaho.
11. Terms and conditions of Right-of-Way Easement recorded January 29, 1980, as Instrument No. 202139, records of Jefferson County, Idaho, executed by Frank H. Jacobs and Geraldine M. Jacobs, husband and wife, as Grantors to Olive H. Fugal, a widow, as Grantee.
12. Easement for Roadway granted to Keith Lester Peterson and Kathleen L. Peterson, husband and wife, recorded: January 2, 1981, Instrument No. 207506, records of Jefferson County, Idaho.

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

TO HAVE AND TO HOLD the property and the appurtenances unto the Grantee, and to the Grantee's successors and assigns forever.

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

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

FUGAL LAND PARTNERSHIP

By:

Sara C. Newell, a Partner

By:

Kristina G. Sanchez, a Partner

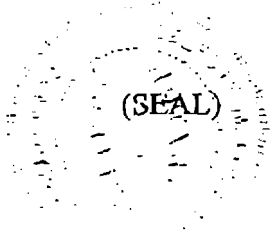
By:

Jan P. Fugal, a Partner

STATE OF Connecticut)
County of Meriden) ss. M. Rend.
County of Meriden)

On the 11 day of March, 2002, before me the undersigned, a notary public in and for said State, personally appeared Jan P. Fugal, known or identified to me to be one of the partners in the partnership of FUGAL LAND PARTNERSHIP, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he/she executed the same in said partnership name.

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



C. M. Rend.
Notary Public for Connecticut
Residing at: Meriden, Connecticut
My Commission Expires: 7/31/2006

CELESTE M. LOHREZ
Notary Public

My Commission Expires 7/31/2006

Instrument No. 148664; September 22, 1969, as Instrument No. 152440; and December 22, 1969, as Instrument No. 153273, records of Jefferson County, Idaho.

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12. Easement for Roadway granted to Keith Lester Peterson and Kathleen L. Peterson, husband and wife, recorded January 2, 1981, Instrument No. 207506, records of Jefferson County, Idaho.

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

TO HAVE AND TO HOLD the property and the appurtenances unto the Grantee, and to the Grantee's successors and assigns forever.

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

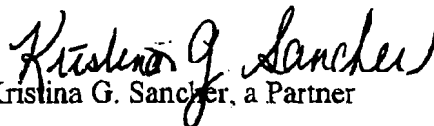
IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.

FUGAL LAND PARTNERSHIP

By:

Sara C. Newell, a Partner

By:


Kristina G. Sanchez, a Partner

By:

Jan P. Fugal, a Partner

STATE OF)
)ss.
County of)

On the ____ day of March, 2002, before me the undersigned, a notary public in and for said State, personally appeared Sara C. Newell, known or identified to me to be one of the partners in the partnership of FUGAL LAND PARTNERSHIP, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he/she executed the same in said partnership name.

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

(SEAL)

Notary Public for
Residing at:
My Commission Expires:

STATE OF Connecticut)
)ss. Milford
County of New Haven)

On the 10th day of March, 2002, before me the undersigned, a notary public in and for said State, personally appeared Kristina G. Sancher, known or identified to me to be one of the partners in the partnership of FUGAL LAND PARTNERSHIP, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he/she executed the same in said partnership name.

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

(SEAL)

Notary Public for Connecticut
Residing at: Milford
My Commission Expires: April 13, 2005

