

p. 2

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FEB 10 2005

Form 1-222
12-92

(Internet)

WATER RESOURCES
WESTERN REGIONPage 1 of 89

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 72203

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

Name of applicant Don K. Weilmunster, PO Box 1543, Boise, ID 83701 Phone 208-462-3777

Name of applicant cc: Nicholas Kraus, PE, Quadrant Consulting, Inc., 405 S. 8th Street, Suite 295, Boise, ID 83702

phone: 208-342-0091

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 A center pivot sprinkler irrigation system is being installed on the subject property to improve irrigation efficiency, and the currently delineated places of use for the subject water rights do not completely coincide with the proposed places of use. The intent of this transfer is to match the places of use for the subject water rights to the footprints of the center pivots.

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

[illegible]

2. Total amount of water being transferred 4.54 cubic feet per second and/or acre-feet per annum.

3. Source of water Anderson Creek (65-2887) tributary to Middle Fork Payette River (65-2887)
Middle Fork Payette River (65-7346) Payette River (65-7346)

4. Point(s) of Diversion:

[illegible]

5. Lands irrigated or place of use:

[illegible]

Total acres 180.0

PART 1

6. General Information:

- a. **Description of diversion system** An existing open ditch delivery system will be used to deliver the water rights to a small existing agricultural pond. Water for 154 acres of the proposed P.O.U. will then be pressurized by a new pump at the pond and delivered via a pipeline to two center pivot sprinklers. The remaining 26 acres within the P.O.U. will be flood irrigated from the existing ditches.
- b. **Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?** _____ Yes X 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 effect on the land now irrigated if the place of use is changed pursuant to this transfer:**
The proposed center pivot sprinklers are being placed on agricultural land currently irrigated by the subject water rights. However, as the circular footprints of the center pivots do not completely coincide with the currently rectangular places of use, previously unirrigated lands will now be irrigated. This increase in irrigated acreage will be offset by removing irrigation from an equal amount of land outside of the footprints of the center pivots. The total irrigated acreage will therefore remain unchanged.
- d. **Remarks:**
The pond is a part of the existing irrigation delivery system, and from 2004 aerial photography is approximately 220 feet long and 50 feet wide. Assuming an average depth of 5 feet, the pond contains less than 2 acre-feet of storage. It is intended that this pond and all existing delivery ditches upstream to the existing points of diversion will remain unchanged by this transfer.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____
And said application is hereby _____, subject to the following limitations and conditions:

Witness my hand this _____ day of _____, 19 _____.

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. 65-2887 Decreed to WW Land
in case of Snake River Basin Adjudication vs. _____
dated 11-3-2000 in Fifth Judicial District of Idaho county of Twin Falls
- b. License No. _____ 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 Anderson Creek tributary to Middle Fork Payette River

4. Date or priority 3-2-1967

5. Water is used for the following purpose:

amount 3.50 cfs for Irrigation purposes from 4/01 to 11/1
(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 3.50 cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
		SE	NE	23	9N	4E	Boise	

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
9N	4E	21	31		1	40									30	22		1	125
		22						18	33	1		3							55

Total acres 180

9. Describe any other water rights used for the same purpose as described above 65-7346

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 _____ for _____ purposes from _____ to _____
 (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

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

Total acres _____

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. amount _____ for _____ purposes from _____ to _____
 (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

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

Total acres _____

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. 65-7346 Decreed to WW Land
in case of Snake River Basin Adjudication vs. _____
dated 11-3-2000 in Fifth Judicial District of Idaho county of Twin Falls
- b. License No. _____ 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 Middle Fork Payette River tributary to Payette River

4. Date or priority 3-14-1973

5. Water is used for the following purpose:

amount 1.04 cfs for Irrigation purposes from 4/01 to 11/1
(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 1.04 cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
		NW	NE	21	9N	4E	Boise	

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	
9N	4E	21				40									30	22			92
		22							10										10

Total acres 102

9. Describe any other water rights used for the same purpose as described above 65-2887

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 _____ for _____ purposes from _____ to _____
 (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

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

Total acres _____

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. amount _____ for _____ purposes from _____ to _____
 (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

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

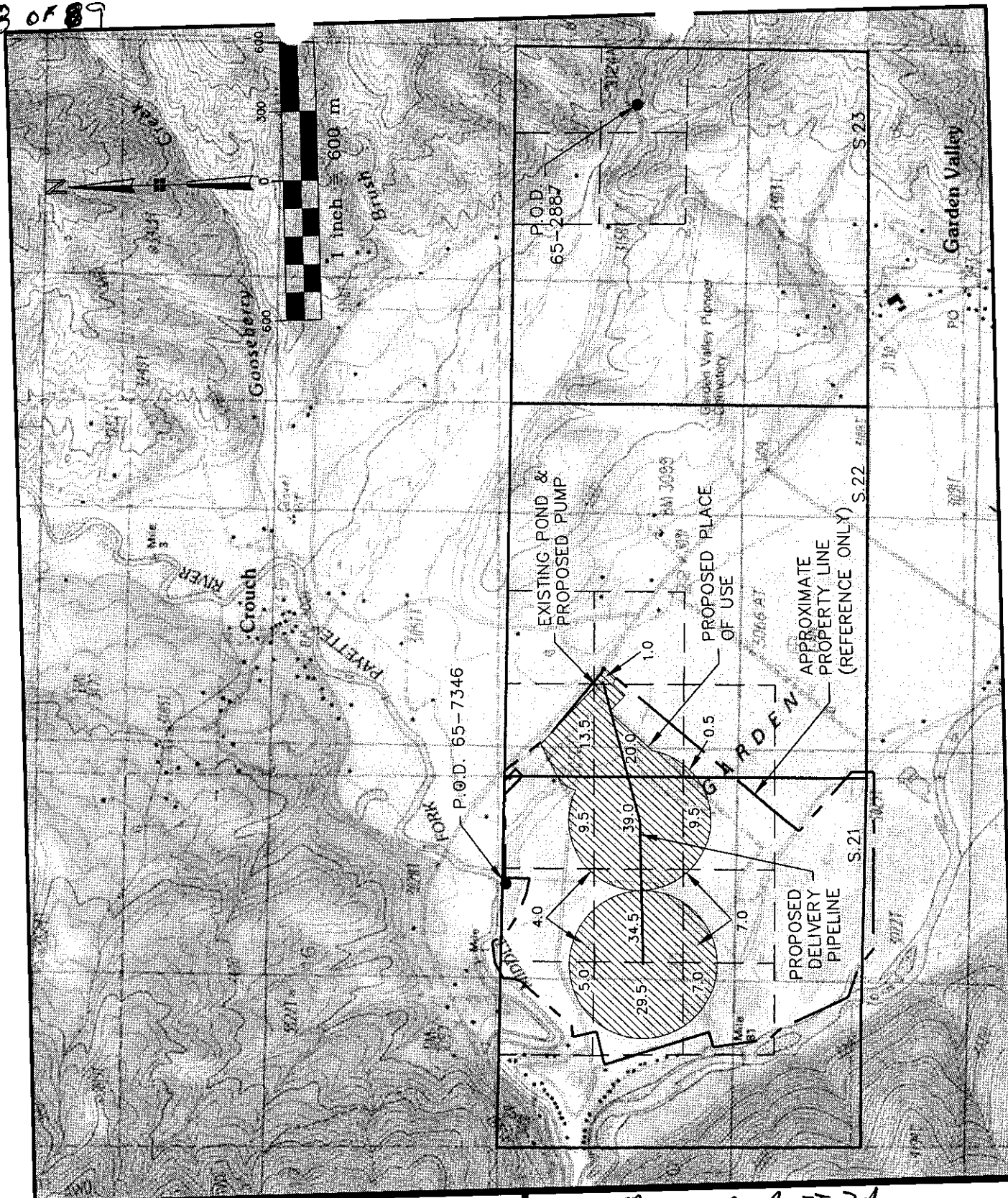
Total acres _____

**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 rights described in part 1. Clearly depict the land by section, township and range number.

See Attachment A

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



ATTACHMENT A



Quadrant
Consulting, Inc.

405 South 8th, Suite 295
Boise, Idaho 83702

(208) 342-0091 PHONE (208) 342-0092 FAX
CIVIL ENGINEERING-SURVEYING-CONSTRUCTION MANAGEMENT

TRANSFER PART 3A.

DON WEILMUNSTER

PROPOSED WATER RIGHTS TRANSFER
T9N, R4E, B.M., BOISE COUNTY, IDAHO
WATER RIGHT NOS. 65-2887 & 65-7346
REVISED MARCH 2005

Page 89 of 89

Transfer No. _____

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

1	New Nature of Use	Amount (cfs/ac-ft)	Hours/days/year	Period of Use
				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:

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.

(Signature of Applicant)

Subscribed and sworn to before me this 2 day of 9, 19 05.

(Notary Public)

My commission expires 10/26/10**FOR DEPARTMENT USE ONLY**Transfer contains 9 pages and 5 attachmentsReceived by Lg Date 2/17/05

Protest filed by _____

Prelim. check by _____ Fee \$410 W032589Recd. by Lg Date 2/10/05

Published in _____

Copies of protest forwarded by _____

Pub. dates _____

Hearing held by _____ Date _____

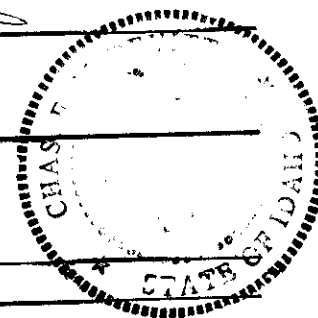
Watermaster recommendation requested on _____

Recommended for ☐ approval ☐ denial

_____ rec'd. _____

by _____

Copy of transfer sent to lien holder _____



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FEB 17 2005

WATER RESOURCES
WESTERN REGION

* Original ps. 8 had cc signature, substituted
this updated pg. with original signature
-82

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

FEB 10 2005
WATER RESOURCES
WESTERN 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
65-2887					
65-7346					

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are 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) WW Land c/o Dick Wilcomb, PO Box 7373, Boise, ID 83707
c/o Don Weilmunster, PO Box 4, Garden Valley, ID 83622
4. New Owner/Claimant(s) Don K. Weilmunster
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address PO Box 1543
- City, State and ZIP Code Boise, ID 83701
- New Telephone Number (208) 462-3777
5. Date you acquired the property July 22, 1991 and April 3, 1997

ATTACH A-1

Form 11-2004(2) 1/07/05 July 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	_____	_____

7. 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.

SLFw - For Office Use Only
 Received by LG Date 2/10/05 Fee N/A
 Receipted by _____ Date _____ Receipt No. _____
 Processed by AJ Date _____ WR _____ Date _____

Original ps. had cc signature,
 substituted this ps. with original signature

RECEIVED

FEB 17 2005

WATER RESOURCES
WESTERN REGION

ATTACH A-2

QUITCLAIM DEED

For Value Received the undersigned Grantors, Richard P. Wilcomb and Patricia A. Wilcomb, husband and wife, do hereby convey, release, remise and forever quit claim unto Don K. Weilmunster, as his separate property, whose address is P.O. Box 4, Garden Valley, Idaho, the following:

all right, title and interest in and to the real property located in ~~Poyette~~ County, State of Idaho, as described in "Exhibit A" attached hereto and incorporated herein by reference, together with the appurtenances thereto.

DATED This 31st day of July, 1992.

Richard P. Wilcomb
Richard P. Wilcomb

163995

Patricia A. Wilcomb
Patricia A. Wilcomb

INDEXED 16 3995
REQUEST Don. Weilmunster
97 APR -3 AM 8:40

BOISE COUNTY RECORDER
G. J. [Signature]
9/2/92

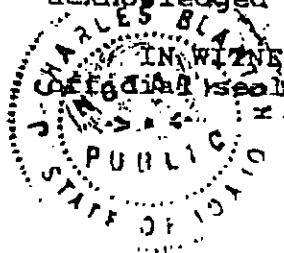
STATE OF IDAHO)

:ss.

County of Ada)

On this 21st day of Sept., 1992, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Richard P. Wilcomb and Patricia A. Wilcomb, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



J. Charles Blunt
Notary Public for Idaho
Residing at Boise, Idaho
Commission Expires 2/19/93

ATTACH B-1

Beginning at the common corner of Sections 15, 16, 21 and 22, Township 9 N., R. 4 E., S.M., records of Boise County, Idaho, and running thence West on the section line between said Sections 16 and 21, for a distance of 22.25 chains, to a point on the section line common to said Sections 16 and 21; thence running South and parallel to the section line between said Sections 21 and 22 for a distance of 40 chains to a point on the East and West quarter section line of said Section 21, said point being 22.25 chains West from the quarter corner common to said Sections 21 and 22; thence running West on said East and West quarter section line of said Section 21, for a distance of 4.65 chains to a point; thence running South 43° West 16.50 chains to a gravel bluff; thence along said bluff in a Southeasterly direction to a point, which point is 29.70 chains South 41° 30' West from a point on the East and West quarter section line of said Section 22, which said last point is 6.91 chains East of the quarter corner common to said Sections 21 and 22; thence running North 41° 30' East 29.70 chains to a point on the East and West quarter section line of said Section 22 which said point is 6.91 chains East of the quarter common to said Sections 21 and 22; thence continuing North 41° 30' East for a distance of 19.86 chains to a point; thence continuing North 41° 30' East 4.35 chains to a point; thence running North 71° 15' West for a distance of 1.31 chains to a point; thence running North 48° 30' West for a distance of 2.20 chains; thence continuing North 48° 30' West for a distance of 15.58 chains to a point; thence running North 36° 33' West for a distance of 12.02 chains to a point on the section line between said Sections 15 and 22; thence running West along the last said section line for a distance of 1.17 chains to the place of beginning.

Said land lying and being in Sections 21 and 22, Township 9 North, Range 4 E., W.M., EXCEPT ROADS AND DITCHES.

Together with all water, ditch and lateral rights thereon or used in connection therewith of every kind and nature.

EXHIBIT A

Attach B-2

EXCLUDING THEREFROM the following parcel:

Beginning at a Brass Cap, the N.E. corner of Section 21, Township 9 North, Range 4 E., W.M., Boise County, Idaho;
thence S. 89° 58' W. 60.00 feet along the section line to a point on the apparent south right of way line of the Garden Valley Highway and the real point of beginning;
thence continuing S. 89° 58' W. 202.14 feet along the section line to a point;
thence S. 44° 12' E. 370.42 feet to a point;
thence N. 45° 48' E. 145.00 feet to a point on the apparent South right of way line of the Garden Valley Highway;
thence N. 44° 12' W. 229.58 feet to a point, the real point of beginning.

Including any existing easements or rights of way.

Together with any and all water, water rights, ditches, ditch rights, minerals, mineral leases and any and all irrigation rights appurtenant to said lands or in anywise connected therewith.

Subject to exceptions and reservations contained in the Deed from the State of Idaho to Earl R. Harry and Robert Graham, recorded February 11, 1941, in Book 50 of Deeds at Page 220, wherein mineral rights are reserved to the State. (47-701 Idaho Code 1947.)

Subject to rights of way for ditches, tunnels, telephone and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604, Idaho Code 1947.

Subject to Power Line Easement as granted by Thomas Wetzel and Katherine Wetzel, his wife, to Idaho Power Company, a corporation by instrument recorded April 11, 1949, as Instrument No. 53624, records of Boise County, Idaho....including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement and the operation, maintenance and repair of Grantee's electrical system.

Subject to Easement as granted by Earl Graham, Harry Graham and Robert Graham, to Boise County, State of Idaho, recorded March 31, 1858, under recorder's Instrument No. 63745, records of Boise County, Idaho.

Subject to the effect of the Plat of Garden Valley Ranches, Ltd., recorded January 24, 1980, as Instrument No. 94570. (Covers this and other land.)

The effect of the declaration of restrictions recorded August 25, 1980, as Instrument No. 95625, records of Ada County, Idaho.

Subject to all other valid outstanding reservations, easements, rights-of-way, restrictions, dedications, mineral leases, mineral reservations and mineral conveyances of record.

EXHIBIT A

p. 2

ATTACH B-3

AMENDED WARRANTY DEED

EUROPEAN INTERNATIONAL HOLDINGS and EUROPEAN INTERNATIONAL RE-INSURANCE CO., LTD., both Irish Registered Companies with their principal places of business in Phoenix, Maricopa County, Arizona, the grantors, hereby CONVEY, GRANT and WARRANT to DON K. WEILMUNTER, an unmarried man, the grantee, whose current address is P. O. Box 4, Garden Valley, Idaho 83622, for good and valuable consideration, the receipt of which is hereby acknowledged, the following described premises, in Boise County, Idaho, to-wit:

PARCEL I

A tract of land situated in Sections 21 and 16, Township 9 North, Range 4 East, Boise Meridian, Boise County, Idaho, more particularly described as follows:

Beginning at the South Quarter corner of said Section 21, thence North a distance of 203.51 feet to a point on the South Fork of the Payette River, thence

North 71°02'12" West a distance of 476.98 feet to a point on the South Fork of the Payette River, thence
North 25°07'52" West a distance of 1052.45 feet to a point on the South Fork of the Payette River, thence
North 42°07'53" West a distance of 228.13 feet to a point on the South Fork of the Payette River, thence
North 8°05'55" West a distance of 803.53 feet to a point on the River's Point Subdivision, thence
North 74°13'30" East a distance of 220.27 feet to a point on the River's Point Subdivision, thence
North 17°20'40" West a distance of 150.00 feet to THE REAL POINT OF BEGINNING; thence
North 17°20'40" West a distance of 1405.82 feet to a point on the River's Point Subdivision, thence
North 76°08'15" East a distance of 482.73 feet to a point on the River's Point Subdivision, thence
North 12°53'07" West a distance of 350.08 feet to a point on the River's Point Subdivision, thence
North 86°38'19" East a distance of 147.7 feet to a point on the Middle Fork of the Payette River, thence
North 40°58'18" East a distance of 1006.58 feet to a point on the Middle Fork of the Payette River, thence
North 09°09'25" East a distance of 172.89 feet to a point on the Middle Fork of the Payette River, thence
North 10°55'06" West a distance of 50.23 feet to a point on the bank of said river, thence
North 60°13'38" East a distance of 255.76 feet to a point on the bank of said river, thence
North 82°32'38" East a distance of 300.54 feet to a point on the bank of said river, thence
South 35°47'00" East a distance of 262.60 feet to a point on the bank of said river, thence
South 57°35'42" East a distance of 267.15 feet, thence
South 68°28'49" East a distance of 336.86 feet, thence
South 78°37'15" East a distance of 224.25 feet, thence
South 00°12'35" West (formerly South 00°12'37" West) a distance of 636.00 feet, thence continuing
South 00°12'35" West, a distance of 1657.31 feet to a point on the center quarter line of said Section 21, thence
South 88°46'53" West, along the center line a distance of 362.02 feet, thence
South 43°16'24" West, a distance of 176.48 feet, thence
West a distance of 1737.98 feet to the REAL POINT OF BEGINNING.

EXCEPTING THEREFROM

A portion of the Northeast Northwest Section 21, Township 9 North, Range 4 East, Boise Meridian, Boise County, Idaho described as follows:

Beginning at the Southeast corner of Lot 33 Block 1 of the amended plat of River's Point Subdivision, thence
North 12°53'08" West 320.08 feet along the easterly lines of Lots 31, 32 and 33 of Block 1 of said River's Point Subdivision to a point on the left bank of the Middle Fork of the Payette River, thence
South 63°16'55" East 168.54 feet along the left bank of the Middle Fork of the Payette River, thence
North 83°11'07" East 254.05 feet along the left bank of the Middle Fork of the Payette River, thence
North 53°57'37" East 216.66 feet along the left bank of the Middle Fork of the Payette River, thence
Leaving said left bank and running South 25°52'15" East a distance of 182.93 feet, thence
South 59°10'45" West 234.53 feet, thence
South 74°10'45" West 400.18 feet, to the Southeast corner of said Lot 33 Block 1 of the amended plat of River's Point Subdivision, the REAL POINT OF BEGINNING.

PARCEL II

A tract of land situated in Sections 21 and 22, Township 9 North, Range 4 East, Boise Meridian, Boise County, Idaho more particularly described as follows:

Beginning at the South Quarter corner of said Section 21, thence North a distance of 203.51 feet to a point on the South Fork of the Payette River, thence

North 71°02'12" West a distance of 476.98 feet to a point on the South Fork of the Payette River, thence
North 25°07'52" West a distance of 1052.45 feet to a point on the South Fork of the Payette River, thence
North 42°07'53" West a distance of 228.13 feet to a point on the South Fork of the Payette River, thence
North 8°05'55" West a distance of 803.53 feet to a point on the River's Point subdivision, thence
North 74°13'30" East a distance of 220.27 feet to a point on the River's Point subdivision, thence
North 17°20'40" West a distance of 150.00 feet, thence
East 1737.98 feet, thence

WARRANTY DEED - P. 1

Boise County Idaho ss
Request of

R. John Inoué
Time 900 M. T

Date 7/22/91

140383

Arlene C. Kaler

By Gonnie Wes
Deputy

Fee \$ 6.00

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South 43°16'24" West a distance of 879.11 feet, thence
South 55°53'32" East (formerly South 56°27" East) a distance of 246.50 feet (formerly 244.86 feet), thence
South 69°38'58" East (formerly South 70°17" East) a distance of 298.25 feet (formerly 297.00 feet), thence
South 84°21'30" East (formerly South 85°02" East) a distance of 687.25 feet (formerly 686.40 feet), thence
South 54°17'12" East (formerly South 54°50" East) a distance of 634.70 feet (formerly 630.30 feet), thence
South 49°03'33" East a distance of 1261.20 feet, thence
South a distance of 321.59 feet, thence
South 89°47'00" West a distance of 2542.62 feet, thence
North 48°37'04" West a distance of 306.53 feet to the REAL POINT OF BEGINNING, containing 259.61 acres more or less.
Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining;

SUBJECT TO the following filings in case No. CV90-00092, records of the Clerk of the District Court, Boise County, Idaho:

Lis Pendens of November 29, 1990;

Complaint of November 29, 1990;

Motion of November 28, 1990;

Motion of December 3, 1990;

All Summons, Affidavits and Certificates of Mailing on file;

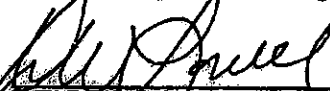
SUBJECT TO the encumbrance of record in favor of Trust Deed Counselors, Inc, a California Corporation, which Grantee acknowledges is in foreclosure;

SUBJECT TO all easements and rights of way of record or appearing on the land;

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

Dated: April 12, 1991.

EUROPEAN INTERNATIONAL HOLDINGS
an Irish Registered Company


DENNIS LOVELL, President

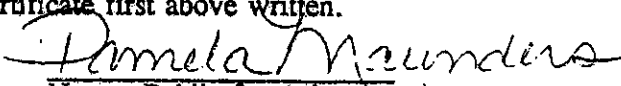
EUROPEAN INTERNATIONAL
REINSURANCE CO., LTD., an Irish
Registered Company

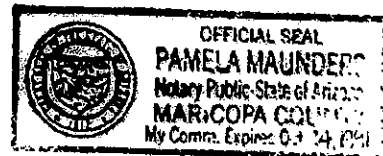

DENNIS LOVELL, President

STATE OF ARIZONA)
) ss.
County of Maricopa)

On April 12, 1991, before me, a notary public in and for the said State, personally appeared DENNIS LOVELL, known to me to be the president of the corporations that executed the instrument or the person who executed the instrument on behalf of those corporations, and acknowledged to me that those corporations executed the same.

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


Notary Public for Arizona
Residing at: Phoenix, Az



WARRANTY DEED - P. 2

ATTACH

C-2

RECEIVED

AUG 03 1992

WATER RESOURCES
WESTERN REGION

COPY

PURCHASE AND ASSIGNMENT AGREEMENT

This agreement is made and entered into this 31st day of July, 1992, by and between: Don K. Weilmunster, a married person, dealing with his sole and separate property, hereafter referred to as "Weilmunster"; and, Richard P. Wilcomb and Patricia A. Wilcomb, husband and wife, hereafter collectively referred to as "Wilcomb".

Whereas on or about the 19th day of December, 1983, Wilcomb and Weilmunster became unequal co-owner partners as buyers in a Contract of Sale with Ralph E. Coates and Mabel J. Coates as sellers, pertaining to the real property subject to this Agreement; and,

Whereas Wilcomb owns 85.7% of the assets thereof and Weilmunster owns the remaining 14.3% of said assets; and

Whereas the assets of said co-owner partnership consist of the interest as buyers in the aforesaid Contract of Sale and the resulting interest in the real property subject of this Agreement; and,

Whereas the parties have now agreed to terminate said co-ownership by Weilmunster's purchase of all Wilcomb's interest therein pursuant to the terms of this Agreement;

Now, therefore, it hereby mutually agreed by and between the parties as follows:

1. SUBJECT MATTER / PURCHASE. Weilmunster hereby agrees to purchase, and Wilcomb agrees to sell, all Wilcomb's 85.7% interest in the co-owner partnership of the parties, all of which consists of the buyers' right, title, and interest in and to that certain

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Contract of Sale by and between both parties to this agreement as buyers therein, and Ralph E. Coates and Mabel J. Coates (hereafter "Coates") as sellers, together with all right, title and interest in that certain real property located in Payette County, State of Idaho, which is the subject of the Coates Contract of Sale and as is described on "Exhibit A" attached hereto and incorporated herein by reference as if set forth in full.

2. TERMINATION OF PARTNERSHIP. Upon execution of this agreement the co-owner partnership between these parties with respect to said assets shall terminate, with Weilmunster then having sole ownership of the same, subject to Wilcomb's security interest created and granted herein.

3. PURCHASE PRICE. The total purchase price to be paid by Weilmunster to Wilcomb for the purchase of said assets is \$114,792.00. Said purchase price shall be paid as follows:

- a. The cash sum of \$10,000.00 upon the execution of this agreement; and,
- b. The principal amount of \$30,000.00 on or before January 10, 1993; and,
- c. The remaining principal balance of \$74,793.00 shall then bear interest at the rate of 9% per annum from January 10, 1993. Weilmunster shall thereafter pay said remaining balance on a three-year annual payment amortized basis, in three(3) equal annual installments of principal and interest on or before the 10th day of each January, commencing January 10, 1994, until the entire remaining balance is paid. Said payments of principal and interest, if so paid on the 10th day of each January as scheduled, shall each be in the amount of \$29,547.72. All payments shall be applied first to interest and the remainder shall be applied to reduce the principal balance, leaving a new principal balance after each such payment. In any event, the entire balance of principal and interest remaining owing shall be paid to Wilcomb on or before the 10th day of January, 1996.

Weilmunster shall have the right to pre-pay any amounts of principal in addition to the above-scheduled amounts due, but in such event any such pre-payments shall be credited to the last payments due by Weilmunster and shall not excuse Weilmunster from making the next regularly scheduled annual payment of principal and interest.

All payments due hereunder shall be paid directly to Wilcomb at the address designated below in Paragraph 11, or at such other address as may subsequently be provided by Wilcomb to Weilmunster in writing.

Weilmunster's obligation remaining after the initial \$10,000.00 payment above to Wilcomb shall be evidenced by a promissory note payable in the same terms and conditions as set forth above.

4. Appurtenances. All appurtenances to said real property, and including irrigation and water rights, are specifically included in the scope of this Agreement.

5. ASSUMPTION OF INDEBTEDNESS. Weilmunster hereby assumes and shall be solely responsible for the entire remaining balance of principal, interest, taxes, and other amounts due under the aforesaid Coates Contract of Sale; All such items are specifically not pro-rated between the parties, so that Weilmunster assumes and will pay all existing and future amounts due under said Coates Contract.

6. SECURITY INTEREST TO WILCOMB. To secure payment of the monies due hereunder, Weilmunster hereby grants to Wilcomb a security interest in the aforesaid Contract of Sale with Coates, and in the real property subject to this Agreement. Said security interest shall be and remain superior to any other claim or interest in the Coates Contract of Sale or in the subject real property, except as to those matters of record on this date. An

executed original of this Agreement may be delivered to the escrow holder of the Coates Contract of Sale, to be held in the escrow file if agreeable to said escrow holder, and delivered either to Weilmunster upon full payment of the amounts due herein or to Wilcomb in the event of Weilmunster's uncured default as defined below. In the alternative, and upon the written consent of Coates, Wilcomb may record a Memorandum of this Agreement. Upon full payment by Weilmunster of all amounts due Wilcomb pursuant to this Agreement and the aforesaid promissory note, Wilcomb's security interest in the Coates Contract of Sale and in the subject real property shall terminate and Wilcomb shall thereupon either direct the Coates Contract escrow holder to release the original of this Agreement back to Weilmunster, or forthwith cause to be recorded in Payette County a notification of the termination of said security interest and release of any interest of Wilcomb, or both, as the case may be.

7. PERFORMANCE AND DEFAULT. Time and prompt performance of each and every obligation of Weilmunster and Wilcomb is agreed to be of the essence to this agreement. In the event Weilmunster should fail or neglect to make any payments of principal or interest due under this agreement, or fail or neglect to make any payments of principal, interest, taxes, or insurance premiums on the Coates Contract of Sale when due and before the same become delinquent, or fail or neglect to carry out any of the other terms or conditions of the said Coates Contract of Sale to be performed by the buyer therein, then this Agreement shall be in default.

Upon such default Wilcomb or Wilcomb's authorized agent may cause to be prepared a written notice of such default addressed to Weilmunster, calling Weilmunster's attention to these specific matters then in default or on account of which a breach of this agreement is claimed. Weilmunster shall have thirty(30) days from the date of mailing of such notice within which to cure any such claimed breach or default or to disprove the same. If not so done by Weilmunster, his default shall be deemed uncured.

8. FORFEITURE. In the event Weilmunster fails to cure any such default or claimed breach within the said time provided above, then Weilmunster shall forthwith unconditionally assign and convey to Wilcomb all Weilmunster's right, title, and interest in and to the Coates Contract of Sale and in the real property subject of this Agreement. In addition, or in the alternative, without further notice Wilcomb may declare this agreement forfeited, whereupon Wilcomb shall have the right to immediate possession and interest of the Coates Contract of Sale and the subject real property, and upon such forfeiture being declared and becoming effective, all monies previously paid by Weilmunster to Wilcomb and Coates may be kept and retained by, and credited to Wilcomb. Wilcomb shall have the further right to pursue any other remedy at law or in equity to enforce the terms of this agreement or to seek restitution for any damages.

9. SEPARABILITY. In the event one or more of the provisions of this agreement or the application thereof shall be deemed invalid or unenforceable, no remaining provision or application thereof shall be otherwise effected or impaired.

10. PROHIBITION AGAINST ASSIGNMENT. Neither party shall assign any rights or privileges under this agreement without the prior written consent of the other party, which consent may not be unreasonably withheld. Even in the event of such an assignment, unless specifically agreed otherwise the parties assigning the same shall remain fully obligated to the other for performance of their respective obligations under this Agreement.

11. NOTICES. For all purposes of this agreement notice shall be deemed given upon the date of postmark and deposit of the same the United States mail, postage pre-paid, to the respective parties at the following addresses:

12. BINDING EFFECT. This Agreement is binding on the parties hereto, and upon their heirs, estates, personal representatives, successors and assigns.

Don K. Weilmunster
P.O. Box 4
Garden Valley, Idaho 83622

Richard P. Wilcomb
Patricia A. Wilcomb
4320 Hillcrest Dr.
Boise, Idaho 83705

13. ENTIRE AGREEMENT. This Agreement sets forth all the terms and provisions of the agreement reached by the parties hereto, and can be modified only in writing executed by both parties. This Agreement supersedes and merges all prior agreements and understandings relating to the subject matter of this agreement.

Donald K. Weilmunster

Richard P. Wilcomb

Patricia A. Wilcomb

STATE OF IDAHO)
 :ss.
County of Ada)

On this _____ day of July, 1992, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared DONALD K. WEILMUNSTER, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: _____

STATE OF IDAHO)
 :ss.
County of Ada)

On this _____ day of July, 1992, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared RICHARD P. WILCOMB and PATRICIA A. WILCOMB, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: _____

Beginning at the common corner of Sections 15, 16, 21 and 22, Township 9 N., R. 4 E., B.M., records of Boise County, Idaho, and running thence West on the section line between said Sections 16 and 21, for a distance of 22.25 chains, to a point on the section line common to said Sections 16 and 21;
 thence running South and parallel to the section line between said Sections 21 and 22 for a distance of 40 chains to a point on the East and West quarter section line of said Section 21, said point being 22.25 chains West from the quarter corner common to said Sections 21 and 22;
 thence running West on said East and West quarter section line of said Section 21, for a distance of 4.65 chains to a point;
 thence running South 43° West 16.50 chains to a gravel bluff;
 thence along said bluff in a Southeasterly direction to a point, which point is 29.70 chains South 41° 30' West from a point on the East and West quarter section line of said Section 22, which said last point is 6.91 chains East of the quarter corner common to said Sections 21 and 22;
 thence running North 41° 30' East 29.70 chains to a point on the East and West quarter section line of said Section 22 which said point is 6.91 chains East of the quarter common to said Sections 21 and 22;
 thence continuing North 41° 30' East for a distance of 19.86 chains to a point;
 thence continuing North 41° 30' East 4.35 chains to a point;
 thence running North 71° 15' West for a distance of 1.31 chains to a point;
 thence running North 48° 30' West for a distance of 2.20 chains;
 thence continuing North 48° 30' West for a distance of 15.58 chains to a point;
 thence running North 36° 33' West for a distance of 12.02 chains to a point on the section line between said Sections 15 and 22;
 thence running West along the last said section line for a distance of 1.17 chains to the place of beginning.

Said land lying and being in Sections 21 and 22, Township 9 North, Range 4 E., W.M., EXCEPT ROADS AND DITCHES.

Together with all water, ditch and lateral rights thereon or used in connection therewith of every kind and nature.

EXHIBIT

A
p. 1

Attach
D-B

EXCLUDING THEREFROM the following parcel:

Beginning at a Brass Cap, the N.E. corner of Section 21, Township 9 North, Range 4 E., W.M., Boise County, Idaho;
thence S. 89° 58' W. 60.00 feet along the section line to a point on the apparent south right of way line of the Garden Valley Highway and the real point of beginning;
thence continuing S. 89° 58' W. 202.14 feet along the section line to a point;
thence S. 44° 12' E. 370.42 feet to a point;
thence N. 45° 48' E. 145.00 feet to a point on the apparent South right of way line of the Garden Valley Highway;
thence N. 44° 12' W. 229.58 feet to a point, the real point of beginning.

Including any existing easements or rights of way.

Together with any and all water, water rights, ditches, ditch rights, minerals, mineral leases and any and all irrigation rights appurtenant to said lands or in anywise connected therewith.

Subject to exceptions and reservations contained in the Deed from the State of Idaho to Earl R. Harry and Robert Graham, recorded February 11, 1943, in Book 50 of Deeds at Page 220, wherein mineral rights are reserved to the State. (47-701 Idaho Code 1947.)

Subject to rights of way for ditches, tunnels, telephone and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604, Idaho Code 1947.

Subject to Power Line Easement as granted by Thomas Wetzell and Katherine Wetzell, his wife, to Idaho Power Company, a corporation by instrument recorded April 11, 1949, as Instrument No. 53624, records of Boise County, Idaho....including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement and the operation, maintenance and repair of Grantee's electrical system.

Subject to Easement as granted by Earl Graham, Harry Graham and Robert Graham, to Boise County, State of Idaho, recorded March 31, 1858, under recorder's Instrument No. 63745, records of Boise County, Idaho.

Subject to the effect of the Plat of Garden Valley Ranches, Ltd., recorded January 24, 1980, as Instrument No. 94570. (Covers this and other land.)

The effect of the declaration of restrictions recorded August 25, 1980, as Instrument No. 96625, records of Ada County, Idaho.

Subject to all other valid outstanding reservations, easements, rights-of-way, restrictions, dedications, mineral leases, mineral reservations and mineral conveyances of record.

EXHIBIT A

p. 2

Attach
D-9

COPY

WARRANTY DEED

FOR VALUE RECEIVED, the Grantors, RALPH E. COATES and MABEL J. COATES, husband and wife, hereby grant, bargain, sell and convey unto RICHARD P. WILCOMB and PATRICIA A. WILCOMB, husband and wife, of 4320 Hillcrest Drive, Boise, Idaho 83705, and DON K. WEILMUNSTER, a married person, dealing with reference to his sole and separate property, of Star Route #3, Montour, Idaho 83646, the Grantees, the following described premises, located in Payette County, Idaho, to-wit:

Beginning at the common corner of Sections 15, 16, 21 and 22, Township 9 N., R. 4 E., B.M., records of Boise County, Idaho, and running thence West on the section line between said Sections 16 and 21, for a distance of 22.25 chains, to a point on the section line common to said Sections 16 and 21;
thence running South and parallel to the section line between said Sections 21 and 22 for a distance of 40 chains to a point on the East and West quarter section line of said Section 21, said point being 22.25 chains West from the quarter corner common to said Sections 21 and 22;
thence running West on said East and West quarter section line of said Section 21, for a distance of 4.65 chains to a point;
thence running South 43° West 16.50 chains to a gravel bluff;
thence along said bluff in a Southeasterly direction to a point, which point is 29.70 chains South 41° 30' West from a point on the East and West quarter section line of said Section 22, which said last point is 6.91 chains East of the quarter corner common to said Sections 21 and 22;
thence running North 41° 30' East 29.70 chains to a point on the East and West quarter section line of said Section 22 which said point is 6.91 chains East of the quarter common to said Sections 21 and 22;
thence continuing North 41° 30' East for a distance of 19.86 chains to a point;
thence continuing North 41° 30' East 4.35 chains to a point;
thence running North 71° 15' West for a distance of 1.31 chains to a point;
thence running North 48° 30' West for a distance of 2.20 chains;
thence continuing North 48° 30' West for a distance of 15.58 chains to a point;
thence running North 36° 33' West for a distance of 12.02 chains to a point on the section line between said Sections 15 and 22;
thence running West along the last said section line for a distance of 1.17 chains to the place of beginning.

Said land lying and being in Sections 21 and 22, Township 9 North, Range 4 E., W.M., EXCEPT ROADS AND DITCHES.

Together with all water, ditch and lateral rights thereon or used in connection therewith of every kind and nature.

EXCLUDING THEREFROM the following parcel:

Beginning at a Brass Cap, the N.E. corner of Section 21, Township 9 North, Range 4 E., W.M., Boise County, Idaho;
thence S. 89° 58' W. 60.00 feet along the section line to a point on the apparent south right of way line of the Garden Valley Highway and the real point of beginning;
thence continuing S. 89° 58' W. 202.14 feet along the section line to a point;
thence S. 44° 12' E. 370.42 feet to a point;
thence N. 45° 48' E. 145.00 feet to a point on the apparent South right of way line of the Garden Valley Highway;
thence N. 44° 12' W. 229.58 feet to a point, the real point of beginning.

Including any existing easements or rights of way.

Together with any and all water, water rights, ditches, ditch rights, minerals, mineral leases and any and all irrigation rights appurtenant to said lands or in anywise connected therewith.

Subject to exceptions and reservations contained in the Deed from the State of Idaho to Earl R. Harry and Robert Graham, recorded February 11, 1943, in Book 50 of Deeds at Page 220, wherein mineral rights are reserved to the State. (47-701 Idaho Code 1947.)

Subject to rights of way for ditches, tunnels, telephone and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604, Idaho Code 1947.

Subject to Power Line Easement as granted by Thomas Wetzel and Katherine Wetzel, his wife, to Idaho Power Company, a corporation by instrument recorded April 11, 1949, as Instrument No. 53624, records of Boise County, Idaho....including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement and the operation, maintenance and repair of Grantee's electrical system.

Subject to Easement as granted by Earl Graham, Harry Graham and Robert Graham, to Boise County, State of Idaho, recorded March 31, 1858, under recorder's Instrument No. 63745, records of Boise County, Idaho.

Subject to the effect of the Plat of Garden Valley

Ranches, Ltd., recorded January 24, 1980, as Instrument No. 94570. (Covers this and other land.)

The effect of the declaration of restrictions recorded August 25, 1980, as Instrument No. 96625, records of Ada County, Idaho.

Subject to all other valid outstanding reservations, easements, rights-of-way, restrictions, dedications, mineral leases, mineral reservations and mineral conveyances of record.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that they are free from all incumbrances as set forth hereinabove and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: The 19th day of December, 1983.

Ralph E. Coates
Ralph E. Coates
Mabel J. Coates
Mabel J. Coates

STATE OF IDAHO)
 : ss.
County of Payette)

On this 19th day of December, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared RALPH E. COATES and MABEL J. COATES, husband and wife, known to me to be the persons whose names are subscribed to the foregoing Warranty Deed and acknowledged to me that they executed the same as the Grantors.

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

David L. Steele
Notary Public for Idaho
Residing at: Payette