

RECEIVED

STATE OF IDAHO

IDAHO DEPARTMENT OF WATER RESOURCES

SEP 29 2003

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Department of Water Resources
Eastern Region

Please print or type. Attach pages with additional information. Instructions are on the back of this page.

Incomplete forms will be returned.

Receipt #
E029257
\$50
10/3/031. Water Right Number(s) 22-10233 and 22-10234Adjudication Claim Number(s) 2

RECEIVED

OCT 10 2003

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

Department of Water Resources

A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.

AND

B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)

OR

C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant(s)

Dean Sharp / Luaine SharpBox 96 ; Sugar City, ID 83448

4. New Owner/Claimant(s)

~~Sugar City, ID 83448~~ CL Farms, A Wyoming GP

New Mailing Address

P.O. Box 575 C/O Clarence Law Creed Law

City, State and ZIP Code

Jackson WY 83001

New Telephone Number

307-133-2535

5. Date you acquired the property

December 15, 1997

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

Number of acres actually irrigated _____ Number and type of stock _____

Diversion rate in CFS _____ Number of homes _____ Other uses _____
cubic feet per second

If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner/Claimant(s)

CL FarmsDate 09/25-03

SUPPORT DATA

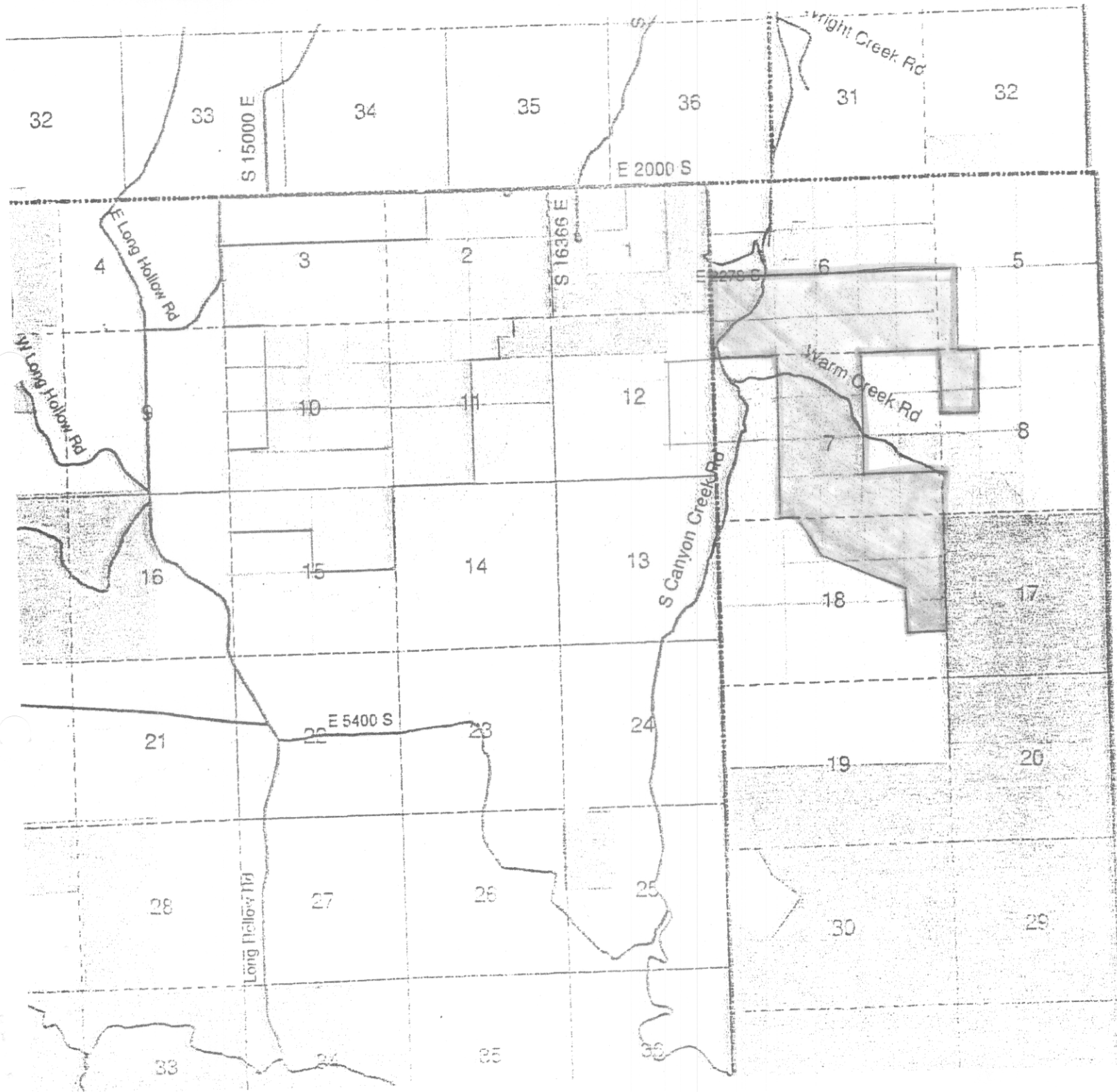
CL Farms

Date _____

IN FILE # 22-10233

(Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)

8. For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.



T 05 N

ALLIANCE TITLE & ESCROW
P.O. BOX 732
REXBURG, ID 83440

(X3) Cur nt Deed.

COPY

WARRANTY DEED

THIS INDENTURE is made this 10th day of June, 1998, by Creed Law, as Trustee of the Creed Law Revocable Trust dated April 4, 1989 and Clarene Law, as Trustee of the Clarene Law Revocable Trust dated April 4, 1989, as tenants in common, Grantors, of P.O. Box 575, Jackson, Wyoming 83001, and, CL Farms, a Wyoming General Partnership, Grantee, of P.O. Box 575, Jackson, Wyoming 83001.

Witness that the Grantors, 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 Grantors in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and by these presents does grant, bargain, and sell, convey and confirm unto the Grantee, and to the Grantee's successors and assigns forever, the following described property in the County of Madison, State of Idaho, to-wit:

See Exhibit "A" attached hereto and by this reference
made a part hereof

Subject to all conditions, restrictions, reservations, easements, rights of way, rights, zoning ordinances, and governmental regulations of record and all other easements and rights of way appearing on this land.

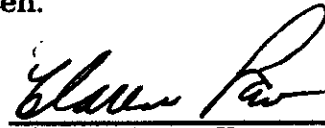
TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, and remainders, rents, issues and profits therefrom; and all estate, right, title and interest in and to the property, as well in law as in equity, of the Grantors.

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

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

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


Creed Law, Trustee


Clarene Law, Trustee

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this 17th day of June, 1998, before me, a Notary Public of the said State, personally appeared Creed Law, Trustee and Clarene Law, Trustee known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Witness my hand and official seal.

Lisa D. Willison
Notary Public

My Commission Expires: 4-15-00



EXHIBIT A

5N 43E 5 NWSW
SWSW

TRACT 1:

W $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ OF SECTION 5, TOWNSHIP 5 NORTH, RANGE 43 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO.

5N 43E 6 Lot 12

TRACT 2:

LOTS 12, 13, 14, 15 AND THE WEST 60 RODS OF LOT 11, S $\frac{1}{2}$ SE $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 5 NORTH, RANGE 43 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO. LESS THE FOLLOWING DESCRIBED TRACT:

SECTION 6, TOWNSHIP 5 NORTH, RANGE 43 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO. A STRIP OF LAND 150 FEET WIDE ALONG CANYON CREEK ROAD DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS 277.50 FEET NORTH 00°25'41" WEST AND 136.60 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 6, (SECTION CORNER IS A GOVERNMENT BRASS CAP) AND RUNNING THENCE SOUTH 72°37'26" EAST 105.31 FEET; THENCE SOUTH 84°59'06" EAST 87.05 FEET; THENCE NORTH 12°00'18" WEST 179.89 FEET; THENCE NORTH 46°43'52" EAST 230.50 FEET; THENCE NORTH 41°29'41" EAST 340.55 FEET; THENCE NORTH 43°08'07" EAST 38.00 FEET; THENCE NORTH 46°51'53" WEST 150.00 FEET; THENCE SOUTH 43°03'07" WEST 42.30 FEET; THENCE SOUTH 41°29'42" WEST 333.41 FEET; THENCE SOUTH 46°43'54" WEST 337.56 FEET; THENCE SOUTH 12°00'13" EAST 172.00 FEET TO THE POINT OF BEGINNING.

TRACT 3:

NE $\frac{1}{4}$; LOTS 1, 2, 5, 6, 7, 8, 11 AND 12; S $\frac{1}{2}$ SE $\frac{1}{4}$ SECTION 7, TOWNSHIP 5 NORTH, RANGE 43 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO.

TRACT 4:

NW $\frac{1}{4}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SECTION 8, TOWNSHIP 5 NORTH, RANGE 43 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO.

TRACT 5:

NW $\frac{1}{4}$ NE $\frac{1}{4}$; W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$; AND TAX 1 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NE $\frac{1}{4}$ AND RUNNING THENCE SOUTH 80 RODS; THENCE EAST 80 RODS; THENCE SOUTH 57 RODS; THENCE IN A NORTHWESTERLY DIRECTION TO A POINT 32 RODS SOUTH OF THE SOUTHWEST CORNER OF THE NW $\frac{1}{4}$ NE $\frac{1}{4}$; THENCE CONTINUING NORTHWESTERLY ACROSS LOT 6 TO A POINT 6 RODS EAST OF THE NORTHWEST CORNER OF SAID LOT 6 AND CONTINUING NORTHWESTERLY TO A POINT ON THE NORTH BOUNDARY LINE OF LOT 2 THAT IS 35 RODS EAST OF THE NORTHWEST CORNER OF SAID LOT 2; THENCE EAST 125 RODS TO THE PLACE OF BEGINNING. ALL LOCATED IN SECTION 18, TOWNSHIP 5 NORTH, RANGE 43 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO.

TRACT 6: (FORMERLY TRACT 14):

THE EAST 20 RODS OF LOT 11, LOT 10 AND N $\frac{1}{2}$ SE $\frac{1}{4}$ SECTION 6, TOWNSHIP 5 NORTH, RANGE 43 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO.

2

COPY

WARRANTY DEED

THIS INDENTURE is made this 10th day of June, 1998, by Creed Law and Clarene Law, Husband and Wife, as joint tenants with full rights of survivorship, Grantors, of P.O. Box 575, Jackson, Wyoming 83001, and Creed Law, as Trustee of the Creed Law Revocable Trust dated April 4, 1989 and Clarene Law, as Trustee of the Clarene Law Revocable Trust dated April 4, 1989, Grantees, as tenants in common, of P.O. Box 575, Jackson, Wyoming 83001.

Witness that the Grantors, 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 Grantors in hand paid by the Grantees, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and by these presents does grant, bargain, and sell, convey and confirm unto the Grantees, and to the Grantees' successors and assigns forever, the following described property in the County of Madison, State of Idaho, to-wit:

See Exhibit "A" attached hereto and by this reference
made a part hereof

Subject to all conditions, restrictions, reservations, easements, rights of way, rights, zoning ordinances, and governmental regulations of record and all other easements and rights of way appearing on this land.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, and 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 Grantors.

TO HAVE AND TO HOLD the premises and the appurtenances unto the Grantees' successors and assigns forever. The Grantors and the Grantors' heirs shall warrant and defend the premises in the quiet and peaceable possession of the Grantees and the Grantees' successors and assigns, against the Grantors and Grantors' heirs, and against every person whomsoever who lawfully holds (or who later lawfully claims to have held) rights in the premises as of the date hereof.

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

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


Creed Law, Grantor


Clarene Law, Grantor

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this 11th day of June, 1998, before me, a Notary Public of the said State, personally appeared Creed Law and Clarene Law, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Witness my hand and official seal.

Lisa D. Willison
Notary Public

My Commission Expires: 4-15-00



Exhibit "A"

TRACT 1:

W½W½SW¼ OF SECTION 5, TOWNSHIP 5 NORTH, RANGE 43 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO.

TRACT 2:

LOTS 12, 13, 14, 15 AND THE WEST 60 RODS OF LOT 11, S½SE¼ OF SECTION 6, TOWNSHIP 5 NORTH, RANGE 43 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO. LESS THE FOLLOWING DESCRIBED TRACT:

SECTION 6, TOWNSHIP 5 NORTH, RANGE 43 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO. A STRIP OF LAND 150 FEET WIDE ALONG CANYON CREEK ROAD DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS 277.50 FEET NORTH 00°25'41" WEST AND 136.60 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 6, (SECTION CORNER IS A GOVERNMENT BRASS CAP) AND RUNNING THENCE SOUTH 72°37'26" EAST 105.31 FEET; THENCE SOUTH 84°59'06" EAST 87.05 FEET; THENCE NORTH 12°00'18" WEST 179.89 FEET; THENCE NORTH 46°43'52" EAST 230.50 FEET; THENCE NORTH 41°29'41" EAST 340.55 FEET; THENCE NORTH 43°08'07" EAST 38.00 FEET; THENCE NORTH 46°51'53" WEST 150.00 FEET; THENCE SOUTH 43°03'07" WEST 42.30 FEET; THENCE SOUTH 41°29'42" WEST 333.41 FEET; THENCE SOUTH 46°43'54" WEST 337.56 FEET; THENCE SOUTH 12°00'13" EAST 172.00 FEET TO THE POINT OF BEGINNING.

TRACT 3:

NE¼; LOTS 1, 2, 5, 6, 7, 8, 11 AND 12; S½SE¼ SECTION 7, TOWNSHIP 5 NORTH, RANGE 43 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO.

TRACT 4:

NW¼NW¼; N½SW¼NW¼ SECTION 8, TOWNSHIP 5 NORTH, RANGE 43 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO.

TRACT 5:

NW¼NE¼; W½NE¼NE¼; W½SE¼NE¼; AND TAX 1 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NE¼ AND RUNNING THENCE SOUTH 80 RODS; THENCE EAST 80 RODS; THENCE SOUTH 57 RODS; THENCE IN A NORTHWESTERLY DIRECTION TO A POINT 32 RODS SOUTH OF THE SOUTHWEST CORNER OF THE NW¼NE¼; THENCE CONTINUING NORTHWESTERLY ACROSS LOT 6 TO A POINT 6 RODS EAST OF THE NORTHWEST CORNER OF SAID LOT 6 AND CONTINUING NORTHWESTERLY TO A POINT ON THE NORTH BOUNDARY LINE OF LOT 2 THAT IS 35 RODS EAST OF THE NORTHWEST CORNER OF SAID LOT 2; THENCE EAST 125 RODS TO THE PLACE OF BEGINNING. ALL LOCATED IN SECTION 18, TOWNSHIP 5 NORTH, RANGE 43 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO.

TRACT 6: (FORMERLY TRACT 14):

THE EAST 20 RODS OF LOT 11, LOT 10 AND N½SE¼ SECTION 6, TOWNSHIP 5 NORTH, RANGE 43 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO.

(#19)

COPY

5-12231-L
ALLIANCE TITLE & ESCROW
P.O. BOX 732
REXBURG, ID 83440

WARRANTY DEED

I hereby certify that the within instrument was

filed DEC 18 1997

19 at 1506 M. and

269538

recorded on Film

by BETH B. REESE, Recorder

Fee

Deputy

At the request of

ALLIANCE TITLE & ESCROW

THIS INDENTURE is made this 15th day of December, 1997, by Wayne L. Sharp, a married man, the Grantor, and Creed Law and Clarene Law, husband and wife, as joint tenants with full rights of survivorship, the Grantee, whose mailing address is Box 575, Jackson, Wyoming 83001.

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 including an IRC § 1031 tax deferred exchange, 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, an undivided one-half ($\frac{1}{2}$) interest in the following described property in the County of Madison, State of Idaho, to-wit:

TRACT 1:

W $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ OF SECTION 5, TOWNSHIP 5 NORTH, RANGE 43 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO.

5N 43E 6 Lot 12

TRACT 2:

LOTS 12, 13, 14, 15 AND THE WEST 60 RODS OF LOT 11, S $\frac{1}{2}$ SE $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 5 NORTH, RANGE 43 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO. LESS THE FOLLOWING DESCRIBED TRACT:

SECTION 6, TOWNSHIP 5 NORTH, RANGE 43 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO. A STRIP OF LAND 150 FEET WIDE ALONG CANYON CREEK ROAD DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS 277.50 FEET NORTH 00°25'41" WEST AND 136.60 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 6, (SECTION CORNER IS A GOVERNMENT BRASS CAP) AND RUNNING THENCE SOUTH 72°37'26" EAST 105.31 FEET; THENCE SOUTH 84°59'06" EAST 87.05 FEET; THENCE NORTH 12°00'18" WEST 179.89 FEET; THENCE NORTH 46°43'52" EAST 230.50 FEET; THENCE NORTH 41°29'41" EAST 340.55 FEET; THENCE NORTH 43°08'07" EAST 38.00 FEET; THENCE NORTH 46°51'53" WEST 150.00 FEET; THENCE SOUTH 43°03'07" WEST 42.30 FEET; THENCE SOUTH 41°29'42" WEST 333.41 FEET; THENCE SOUTH 46°43'54" WEST 337.56 FEET; THENCE SOUTH 12°00'13" EAST 172.00 FEET TO THE POINT OF BEGINNING.

TRACT 3:

NE $\frac{1}{4}$; LOTS 1, 2, 5, 6, 7, 8, 11 AND 12; S $\frac{1}{2}$ SE $\frac{1}{4}$ SECTION 7, TOWNSHIP 5 NORTH, RANGE 43 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO.

TRACT 4:

NW $\frac{1}{4}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SECTION 8, TOWNSHIP 5 NORTH, RANGE 43 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO.

TRACT 5:

NW $\frac{1}{4}$ NE $\frac{1}{4}$; W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$; AND TAX 1 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NE $\frac{1}{4}$ AND RUNNING THENCE SOUTH 80 RODS; THENCE EAST 80 RODS; THENCE SOUTH 57 RODS; THENCE IN A NORTHWESTERLY DIRECTION TO A POINT 32 RODS SOUTH OF THE SOUTHWEST CORNER OF THE NW $\frac{1}{4}$ NE $\frac{1}{4}$; THENCE CONTINUING NORTHWESTERLY ACROSS LOT 6 TO A POINT 6 RODS EAST OF THE NORTHWEST CORNER OF SAID LOT 6 AND CONTINUING NORTHWESTERLY TO A POINT ON THE NORTH BOUNDARY LINE OF LOT 2 THAT IS 35 RODS EAST OF THE NORTHWEST CORNER OF SAID LOT 2; THENCE EAST 125 RODS TO THE PLACE OF BEGINNING. ALL LOCATED IN SECTION 18, TOWNSHIP 5 NORTH, RANGE 43 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO.

TRACT 6: (FORMERLY TRACT 14):

THE EAST 20 RODS OF LOT 11, LOT 10 AND N $\frac{1}{2}$ SE $\frac{1}{4}$ SECTION 6, TOWNSHIP 5 NORTH, RANGE 43 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO.

SUBJECT TO:

(1) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.

(2) Easements, or claims of easements, not shown by the public records.

(3) (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.

(4) Right of Way to the United State of America over and across Lots 5 and 6 in Section 7 recorded October 4, 1915 as Bk/Dr. 37, No. 428.

(5) Right of Way to the United State of America over and across Lot 1 of Section 7, recorded August 13, 1956 as Bk/Dr. 188, No. 132.

(6) An easement for the purpose shown below and rights incidental thereto as set forth in document:

Granted to: Utah Power & Light Company, a Corporation
Purpose: Pole line over and across Lot 12 in Section 6
Recorded: June 18, 1953 in Book 172 at page 173 of Official Records.

(7) An easement for the purpose shown below and rights incidental thereto as set forth in document:

Granted to: Utah Power & Light Company, a Corporation
Purpose: Pole line over and across Lot 13 in Section 6
Recorded: June 18, 1953 in Book 172 at page 174 of Official Records.

(8) The conditions contained in Deed recorded December 12, 1947 as Bk/Dr. 162 of Deeds, No. 36, as follows: Wherein one-half of the oil, gas and other hydrocarbons and minerals are reserved to the Union Central Life Insurance Company, its successors and assigns, and subject further to conditions therein as to the SW $\frac{1}{4}$ SE $\frac{1}{4}$, Lots 14 and 15 in Section 6; Lot 2 in Section 7.

(9) The conditions contained in Deed recorded September 9, 1935 as Bk/Dr. 127 of Deeds, No. 498, as follows: Wherein one-half of all oil, gas and other minerals beneath the surface, are reserved to the Union Central Life Insurance Company, and subject further to conditions therein, as to Lots 11 and 12 in Section 7; E $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 18.

(10) The conditions contained in Declaration of County Road Right of Way recorded November 10, 1980 as Instrument No. 186371.

(11) The conditions contained in Survey recorded September 26, 1986 as Instrument No. 217392 as follows: Affecting Section 18-5-43 shows footage of Section.

(12) The conditions contained in State Deed to Leonard M. Sharp and Sons recorded May 15, 1992 as Instrument No. 242293 affecting Section 6-5-43.

(13) Grantee shall not have the right to subdivide or sell, in whole or in part, the above-described real property until the entire principal balance and all accrued interest on the Promissory Notes from Grantee to Grantor have been paid in full and the Mortgage securing such Notes has been released, without the prior written consent of Grantor, which consent shall not be unreasonably withheld.

(14) Grantor shall have an easement to enter the above-described real property during 1998 to gather and remove all equipment and other personal property of Grantor on such real property.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any 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 premises and the appurtenances unto the Grantee, and to the Grantee's successors and assigns forever. The Grantor and the Grantor's heirs shall warrant and defend the premises in the quiet and peaceable possession of the Grantee and the Grantee's successors and assigns, against the Grantor and Grantor's heirs, and against every person whomsoever who lawfully holds (or who later lawfully claims to have held) rights in the premises as of the date hereof.

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.

Wayne L. Sharp
Wayne L. Sharp

The undersigned, Glenda H. Sharp, as spouse of Wayne L. Sharp, hereby consents to, and agrees to be bound by, the foregoing Warranty Deed.

Glenda H. Sharp
Glenda H. Sharp

269538

STATE OF IDAHO)
 :ss
County of Madison)

On this 15th day of December, in the year 1997, before me, a Notary Public in and for said State, personally appeared Wayne L. Sharp, known or identified to me (or proved to me on the oath of _____), to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

ALISON BANTA
NOTARY PUBLIC, STATE OF IDAHO
COMMISSION EXPIRES: 11-23-99

Alison Banta
Notary Public for Idaho
Residing at: St. Anthony
My Commission Expires: 11-23-99

STATE OF IDAHO)
 :ss
County of Madison)

On this 12th day of December, in the year 1997, before me, a Notary Public in and for said State, personally appeared Glenda H. Sharp, known or identified to me (or proved to me on the oath of _____), to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

ALISON BANTA
NOTARY PUBLIC, STATE OF IDAHO
COMMISSION EXPIRES: 11-23-99

Alison Banta
Notary Public for Idaho
Residing at: St. Anthony
My Commission Expires: 11-23-99

121(b)

I hereby certify that the within instrument was

filed DEC. 16 1997

19 at 1504 M. and

Recorded on Film

Fee 15

By BETH B. REESE, Recorder

Deputy

ALLIANCE TITLE & ESCROW

5-12231-L
ALLIANCE TITLE & ESCROW
P.O. BOX 732
REXBURG, ID 83440

COPY

WARRANTY DEED

THIS INDENTURE is made this 15th day of December, 1997, by Dean S. Sharp, a married man, the Grantor, and Creed Law and Clarene Law, husband and wife, as joint tenants with full rights of survivorship, the Grantee, whose mailing address is Box 575, Jackson, Wyoming 83001.

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 including an IRC § 1031 tax deferred exchange, 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, an undivided one-half (1/2) interest in the following described property in the County of Madison, State of Idaho, to-wit:

TRACT 1:

W $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ OF SECTION 5, TOWNSHIP 5 NORTH, RANGE 43 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO.

5N 43E 6 12

TRACT 2:

LOTS 12, 13, 14, 15 AND THE WEST 60 RODS OF LOT 11, S $\frac{1}{2}$ SE $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 5 NORTH, RANGE 43 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO. LESS THE FOLLOWING DESCRIBED TRACT:

SECTION 6, TOWNSHIP 5 NORTH, RANGE 43 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO. A STRIP OF LAND 150 FEET WIDE ALONG CANYON CREEK ROAD DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS 277.50 FEET NORTH 00°25'41" WEST AND 136.60 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 6, (SECTION CORNER IS A GOVERNMENT BRASS CAP) AND RUNNING THENCE SOUTH 72°37'26" EAST 105.31 FEET; THENCE SOUTH 84°59'06" EAST 87.05 FEET; THENCE NORTH 12°00'18" WEST 179.89 FEET; THENCE NORTH 46°43'52" EAST 230.50 FEET; THENCE NORTH 41°29'41" EAST 340.55 FEET; THENCE NORTH 43°08'07" EAST 38.00 FEET; THENCE NORTH 46°51'53" WEST 150.00 FEET; THENCE SOUTH 43°03'07" WEST 42.30 FEET; THENCE SOUTH 41°29'42" WEST 333.41 FEET; THENCE SOUTH 46°43'54" WEST 337.56 FEET; THENCE SOUTH 12°00'13" EAST 172.00 FEET TO THE POINT OF BEGINNING.

TRACT 3:

NE $\frac{1}{4}$; LOTS 1, 2, 5, 6, 7, 8, 11 AND 12; S $\frac{1}{2}$ SE $\frac{1}{4}$ SECTION 7, TOWNSHIP 5 NORTH, RANGE 43 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO.

TRACT 4:

NW $\frac{1}{4}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SECTION 8, TOWNSHIP 5 NORTH, RANGE 43 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO.

TRACT 5:

NW $\frac{1}{4}$ NE $\frac{1}{4}$; W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$; AND TAX 1 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NE $\frac{1}{4}$ AND RUNNING THENCE SOUTH 80 RODS; THENCE EAST 80 RODS; THENCE SOUTH 57 RODS; THENCE IN A NORTHWESTERLY DIRECTION TO A POINT 32 RODS SOUTH OF THE SOUTHWEST CORNER OF THE NW $\frac{1}{4}$ NE $\frac{1}{4}$; THENCE CONTINUING NORTHWESTERLY ACROSS LOT 6 TO A POINT 6 RODS EAST OF THE NORTHWEST CORNER OF SAID LOT 6 AND CONTINUING NORTHWESTERLY TO A POINT ON THE NORTH BOUNDARY LINE OF LOT 2 THAT IS 35 RODS EAST OF THE NORTHWEST CORNER OF SAID LOT 2; THENCE EAST 125 RODS TO THE PLACE OF BEGINNING. ALL LOCATED IN SECTION 18, TOWNSHIP 5 NORTH, RANGE 43 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO.

TRACT 6: (FORMERLY TRACT 14):

THE EAST 20 RODS OF LOT 11, LOT 10 AND N $\frac{1}{2}$ SE $\frac{1}{4}$ SECTION 6, TOWNSHIP 5 NORTH, RANGE 43 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO.

SUBJECT TO:

(1) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.

(2) Easements, or claims of easements, not shown by the public records.

(3) (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.

(4) Right of Way to the United State of America over and across Lots 5 and 6 in Section 7 recorded October 4, 1915 as Bk/Dr. 37, No. 428.

(5) Right of Way to the United State of America over and across Lot 1 of Section 7, recorded August 13, 1956 as Bk/Dr. 188, No. 132.

(6) An easement for the purpose shown below and rights incidental thereto as set forth in document:

Granted to: Utah Power & Light Company, a Corporation
 Purpose: Pole line over and across Lot 12 in Section 6
 Recorded: June 18, 1953 in Book 172 at page 173 of
 Official Records.

(7) An easement for the purpose shown below and rights incidental thereto as set forth in document:

Granted to: Utah Power & Light Company, a Corporation
 Purpose: Pole line over and across Lot 13 in Section 6
 Recorded: June 18, 1953 in Book 172 at page 174 of
 Official Records.

(8) The conditions contained in Deed recorded December 12, 1947 as Bk/Dr. 162 of Deeds, No. 36, as follows: Wherein one-half of the oil, gas and other hydrocarbons and minerals are reserved to the Union Central Life Insurance Company, its successors and assigns, and subject further to conditions therein as to the SW $\frac{1}{4}$ SE $\frac{1}{4}$, Lots 14 and 15 in Section 6; Lot 2 in Section 7.

(9) The conditions contained in Deed recorded September 9, 1935 as Bk/Dr. 127 of Deeds, No. 498, as follows: Wherein one-half of all oil, gas and other minerals beneath the surface, are reserved to the Union Central Life Insurance Company, and subject further to conditions therein, as to Lots 11 and 12 in Section 7; E $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 18.

(10) The conditions contained in Declaration of County Road Right of Way recorded November 10, 1980 as Instrument No. 186371.

(11) The conditions contained in Survey recorded September 26, 1986 as Instrument No. 217392 as follows: Affecting Section 18-5-43 shows footage of Section.

(12) The conditions contained in State Deed to Leonard M. Sharp and Sons recorded May 15, 1992 as Instrument No. 242293 affecting Section 6-5-43.

(13) Grantee shall not have the right to subdivide or sell, in whole or in part, the above-described real property until the entire principal balance and all accrued interest on the Promissory Notes from Grantee to Grantor have been paid in full and the Mortgage securing such Notes has been released, without the prior written consent of Grantor, which consent shall not be unreasonably withheld.

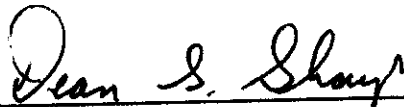
(14) Grantor shall have an easement to enter the above-described real property during 1998 to gather and remove all equipment and other personal property of Grantor on such real property.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any 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 premises and the appurtenances unto the Grantee, and to the Grantee's successors and assigns forever. The Grantor and the Grantor's heirs shall warrant and defend the premises in the quiet and peaceable possession of the Grantee and the Grantee's successors and assigns, against the Grantor and Grantor's heirs, and against every person whomsoever who lawfully holds (or who later lawfully claims to have held) rights in the premises as of the date hereof.

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.


Dean S. Sharp

The undersigned, Diane L. Sharp, as spouse of Dean S. Sharp, hereby consents to, and agrees to be bound by, the foregoing Warranty Deed.


Diane L. Sharp

STATE OF IDAHO)
 :SS
County of Madison)

On this 15 day of December, in the year 1997, before me, a Notary Public in and for said State, personally appeared Dean S. Sharp, known or identified to me (or proved to me on the oath of _____), to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

ALISON BANTA
NOTARY PUBLIC, STATE OF IDAHO
COMMISSION EXPIRES: 11-23-99

Alison Banta
Notary Public for Idaho
Residing at: St. Anthony
My Commission Expires: 11-23-99

STATE OF IDAHO)
 :SS
County of Madison)

On this 15 day of December, in the year 1997, before me, a Notary Public in and for said State, personally appeared Diane L. Sharp, known or identified to me (or proved to me on the oath of _____), to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

ALISON BANTA
NOTARY PUBLIC, STATE OF IDAHO
COMMISSION EXPIRES: 11-23-99

Alison Banta
Notary Public for Idaho
Residing at: St. Anthony
My Commission Expires: 11-23-99