

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAY 30 2023

APPLICATION FOR TRANSFER OF WATER RIGHT Department of Water Resources
PART 1 Eastern Region

Name of Applicant(s) Dan and Valaree Sharp, Kenneth and Sheri Hollingsworth Phone 208 716 3634
Mailing address 1274 East 2200 South Preston 83263 Email dan@butterflyexpress.net

- ☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- ☐ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.
- ☐ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.
- ☐ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No Representative

Name of Representative _____ Phone _____
Mailing address _____ Email _____

- ☐ Send all correspondence for this application to the representative and not to the applicant.
OR
☐ Send original correspondence to the applicant and copies to the representative.
- ☐ The representative may submit information for the applicant but is not authorized to sign for the applicant.
OR
☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). 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 rejection of the application or cancellation of an approval.

G. Dan Sharp Valaree Sharp
Signature of Applicant or Authorized Representative

Dan Sharp Valaree Sharp
Print Name and Title if applicable

5-23-23
Date

Kenneth Hollingsworth
Signature of Applicant or Authorized Representative

Sheri Hollingsworth
Print Name and Title if applicable

5-23-23
Date

A. PURPOSE OF TRANSFER

- ☐ Change point of diversion
☐ Change nature of use
 ☒ Add diversion point(s)
☐ Change period of use
 ☒ Change place of use
☐ Other _____
- Is this a transfer for changes pursuant to Idaho Code § 42-221.O.8?
If yes, ☐ attach an explanation and any supporting documentation labeled as **Part 1A.2**.
- Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.3**.

We are buying a portion of 13-311 because we are concerned about upgradient domestic wells reducing the flows on Spring Creek and feel it necessary to increase our priority date. Ownership change will take place after transfer approval.

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APPLICATION FOR TRANSFER OF WATER RIGHT Department of Water Resources
PART 1 Eastern Region

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Mailing address _____ Email _____

- ☐ Send all correspondence for this application to the representative and not to the applicant.
OR
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RECEIVED

AUG 21 2023

Department of Water Resources
Eastern Region

- ☐ The representative may submit information for the applicant but is not authorized to sign for the applicant.
OR
☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

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G. Dan Sharp Valaree Sharp
Signature of Applicant or Authorized Representative

Dan Sharp Valaree Sharp
Print Name and Title if applicable

5-23-23
Date

Kenneth Hollingsworth
Signature of Applicant or Authorized Representative

Sheri Hollingsworth
Print Name and Title if applicable

5-23-23
Date

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. Is this a transfer for changes pursuant to Idaho Code § 42-221.0.8?
If yes, ☐ attach an explanation and any supporting documentation labeled as **Part 1A.2**.
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We are buying a portion of 13-311 because we are concerned about upgradient domestic wells reducing the flows on Spring Creek and feel it necessary to increase our priority date. Ownership change will take place after transfer approval.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☐ ☒	13-311	0.58	Irrigation	04/01 to 11/01	Spring Creek and Cub Rive
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights _____ cfs and/or _____ acre-feet.

2. Total amount of water proposed to be transferred or changed _____ cubic feet per second and/or _____ acre-feet per year.

3. Point(s) of Diversion:

- ☐ No changes to point(s) of diversion are proposed - the following chart is therefore not completed. (Proceed to #4.)
- ☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA.
Label it **Attachment #5.**

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
No			SE	NE	36	15S	39E	Franklin	Spring Creek	
Yes			SW	SE	1	16S	39E	Franklin	Spring Creek	

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- ☐ No changes to place of use are proposed - the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
16S	39E	12		29															29
Total Acres (for irrigation use)																			29

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1 Continued

5. General Information:

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:

Ditches to flood irrigation infrastructure.

- b. Who owns the property at the point(s) of diversion? N/A -- Applicant has existing water rights out of POD

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:

- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?

If yes, ☐ attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien: _____

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.

- d. Are any of the water rights proposed for transfer currently leased to the Water Supply Bank?

If yes, ☐ complete Attachment WSB.

- e. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:

Approximately 10 acres will be dry. Approximately 19 will continue to be irrigated by Cub River shares.

- f. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:

Approximately 19 acres are irrigated by Cub River shares at the post-transfer place of use (parcel no. RP 06278.03 as well as Spring Creek (all subsequent rights listed) rights 13-8055, 13-8056, 13-8057, and 13-8059. The remaining 10 acres are covered by 13-60B (5/15/1886), 13-61B (5/21/1888), 13-274 (9/1/1903).

- g. To your knowledge, has/is any portion of the water right(s) proposed to be changed:

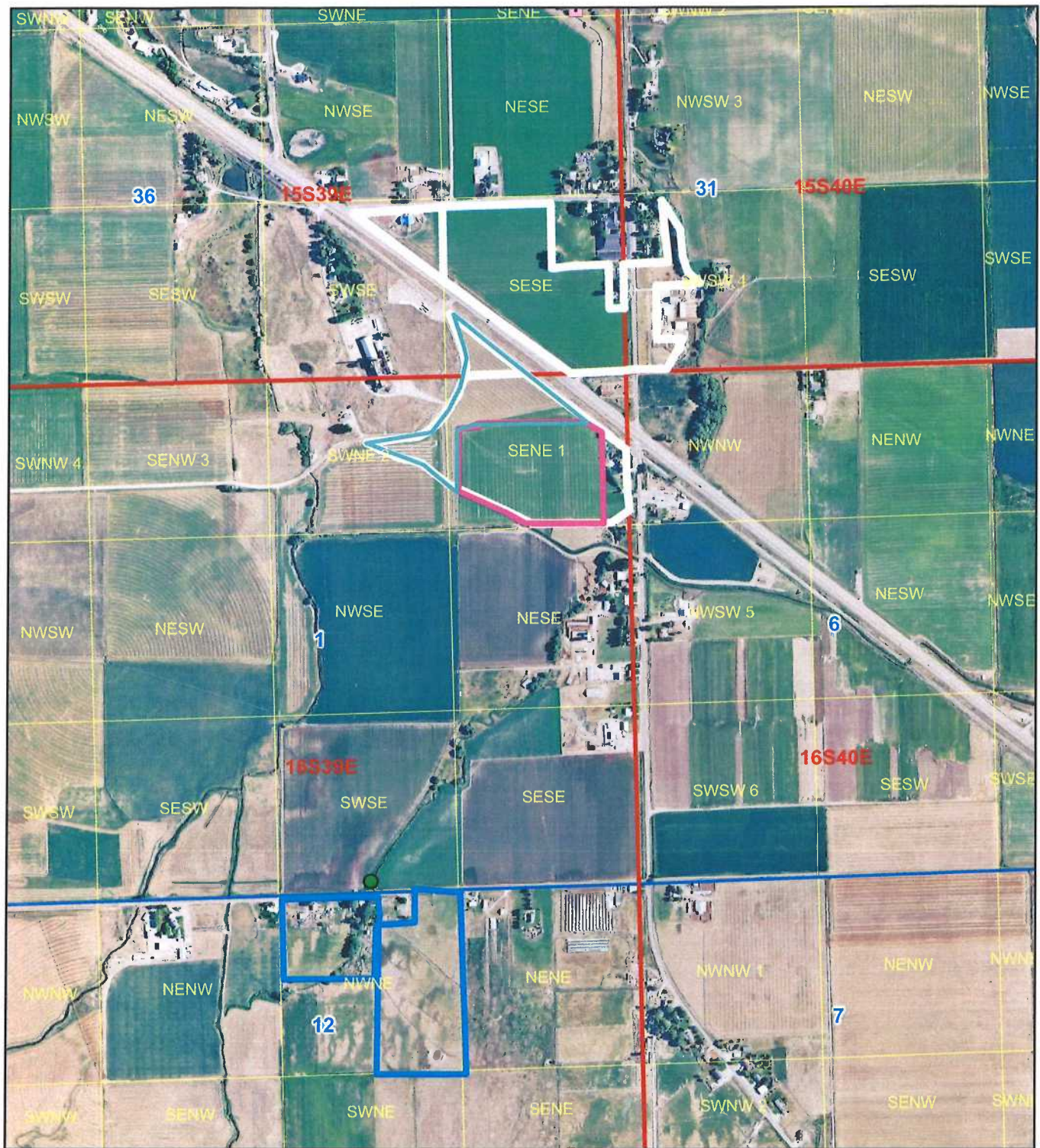
Yes No

- ☐ ☒ undergone a period of five or more consecutive years of non-use,
☐ ☒ currently leased to the Water Supply Bank,
☐ ☒ currently used in a mitigation plan limiting the use of water under the right, or
☐ ☒ currently enrolled in a Federal set-aside program limiting the use of water under the rights?

If yes, describe:

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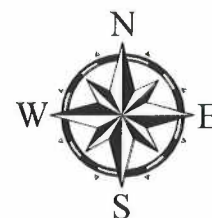
13-311 Place of Use Change and Point of Diversion Addition



Legend

- Additional_Point_of_Diversion
- 13-311 Pre-Transfer POU
- Transfer_Acres -- Will_be_Dry
- Transfer_Acres -- Continued_Cub_River_Irrigation
- Post_Transfer_Place_of_Use

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0 0.1 0.2 0.4 Miles

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

5/22/2023

Water Right 13-311

Owner Type **Name and Address**
Current Owner SAMUEL NASH HULL
2066 TOURAINE LN
HALF MOON BAY, CA 94019-1450
(650) 457-9563

Priority Date: 2/4/1893

Basis: Decreed

Status: Active

Source
SPRING CREEK

Tributary
CUB RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/01	11/01	1.340 CFS	235.0 AF
STOCKWATER	11/01	4/01	0.150 CFS	7.9 AF
	<u>Total Diversion</u>		1.340 CFS	242.9 AF

Source and Point(s) of Diversion:

SPRING CREEK SENE Sec. 36, Twp 15S, Rge 39E, FRANKLIN County

Place Of Use:

IRRIGATION within FRANKLIN County

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
15S	39E	36															6.0	22.0	28.0
15S	40E	31											7.0 L4						7.0
16S	39E	1	26.0 L1	6.0 L2															32.0

POU Total Acres: 67.0

STOCKWATER Same as IRRIGATION

Conditions of Approval:

Dates and Other Information:

Decreed Date: 5/21/1981

Civil Case Number: 3236

Judicial District: Sixth District

Water District Number: TBD

Decree Defendant: Margurett D Ainscough, et al

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

5/22/2023

Decree Plaintiff: State of Idaho
Mitigation Plan: False

Combined Use Limits:

N/A

SubCase:

N/A

Water Supply Bank:

N/A

QUITCLAIM DEED

THIS INDENTURE, made and entered into this _____ day of _____, 2023 by and between Gale Moser, of 1864 S HULLS CROSSING Preston, ID 83263, the party of the first part, and Samuel Nash Hull and Tamara Lynn Hull, of 2066 Touraine Ln. Half Moon Bay, CA 94019, the parties of the second part,

WITNESSETH:

That said party of the first part does hereby convey and confirm unto the said parties of the second part, the following real property, located in Franklin County, Idaho, to-wit:

A portion of Water Right No. 13-311 attributed to parcel RP02603.00 in the amount of 2 acres.

IN WITNESS WHEREOF, The party of the first part has hereunto set his hand and seal the day and year first above written.

Name & Signature

STATE OF IDAHO

County of _____

On this _____ day of _____, 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

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

Notary Public for Idaho

Residing at : _____

My commission expires: _____

QUITCLAIM DEED

THIS INDENTURE, Made and entered into this 11th day of May, 2023, by and between Storage Solutions LLC which is owned by Daniel R. Higley, of 701 S. 700 E., Preston, ID 83263, the party of the first part, and Samuel Nash Hull and Tamara Lynn Hull, of 2066 Touraine Ln, Half Moon Bay, CA 94019, the parties of the second part.

WITNESSETH

That said party of the first part does hereby convey and confirm unto the said parties of the second part, the following described real property, located in Franklin County, Idaho, to-wit:

A portion of Water Right No. 13-311 attributed to parcel RP 02604.02 in the amount of 3.6 acres.

IN WITNESS WHEREOF, The party of the first part has hereunto set his hand and seal the day and year first above written.

Daniel
Higley



Name & Signature

STATE OF IDAHO.)

County of Franklin ss.)

On this 11th day of May, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Daniel Higley, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she 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.



Ashley N. Nate
Notary Public for Idaho
Residing at: Preston, ID
My Commission Expires: 2/2/29

Purchase Agreement

On this day the 15th of May 2023 I Gerald Daniel Sharp along with Valaree Sharp do enter into an agreement with Kenneth Hollingsworth and Sheri Hollingsworth to sell to them an interest in the purchase agreement with Samuel Nash Hull for water right 13-311.

Purchase Details

Gerald Daniel and Valaree Sharp agree to sell to Kenneth and Sheri Hollingsworth a 60% interest in the agreement with Samuel Nash Hull for 50% of the total cost, along with other fees as is agreeable to both parties. 10% of the purchase price is due at signing, with the rest due at the time of a successful transfer of the water right. All other fees will be due within 5 business days of notification said bill. The water right transfer will be split between the parties, and registered with the IDWR, with 60% going to the Hollingsworth's and 40% going to the Sharp's in both flow rate and acre feet. Any fees associated with IDWR will be split accordingly. Any extra fees that either party incurs will be that parties' responsibility.

Signed by:

Gerald Daniel Sharp

G. Dan Sharp

Valaree Sharp

Valaree Sharp

Kenneth Hollingsworth

Kenneth Hollingsworth

Sheri Hollingsworth

Sheri Hollingsworth

QUITCLAIM DEED

THIS INDENTURE, Made and entered into this 11th day of May, 2023, by and between Storage Solutions LLC which is owned by Daniel R. Higley, of 701 S. 700 E., Preston, ID 83263, the party of the first part, and Samuel Nash Hull and Tamara Lynn Hull, of 2066 Touraine Ln, Half Moon Bay, CA 94019, the parties of the second part.

WITNESSETH

That said party of the first part does hereby convey and confirm unto the said parties of the second part, the following described real property, located in Franklin County, Idaho, to-wit:

A portion of Water Right No. 13-311 attributed to parcel RP 02604.02 in the amount of 3.6 acres.

IN WITNESS WHEREOF, The party of the first part has hereunto set his hand and seal the day and year first above written.

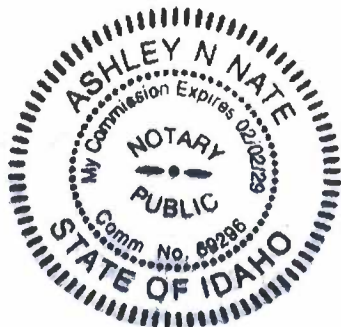
Daniel
Higley *Daniel Higley*
Name & Signature

STATE OF IDAHO.)

County of Franklin ss.)

On this 11th day of May, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Daniel Higley, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she 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.



Ashley N. Nate
Notary Public for Idaho
Residing at: Preston, ID
My Commission Expires: 2/2/29

88036

QUITCLAIM DEED

THIS INDENTURE, Made and entered into this 28 day of October, 2022, by and between Jaicee Hull, of 2577 S. 2400 E., Preston, Idaho 83263, the party of the first part, and Samuel Nash Hull and Tamera Lynn Hull, of 5420 NW 15th Circle, Camas, WA 98607, the parties of the second part,

WITNESSETH:

That said party of the first part, for and in consideration of one hundred dollars (\$100.00) and other good and valuable consideration does hereby convey and confirm unto the said parties of the second part, the following described real property, located in Franklin County, Idaho, to-wit:

A portion of Water Right No. 13-311 attributed to parcel RP 02604.03 in the amount of 1.2 acres.

IN WITNESS WHEREOF, The party of the first part has hereunto set her hand and seal the day and year first above written.

Jaicee Hull
Name & Signature
Jaicee Hull

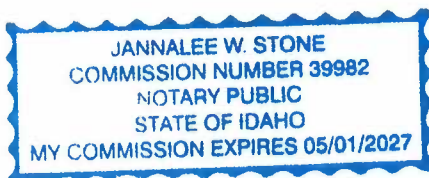
STATE OF IDAHO,)

ss.

County of Franklin .)

On this 28 day of October, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Jaicee Hull, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she 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.



Jannalee W. Stone
Notary Public for Idaho
Residing at: Preston, Id
My Commission Expires: 5-1-2027

QUITCLAIM DEED

THIS INDENTURE, Made and entered into this 26 day of Sept, 2022, by and between Karen Higley, of 239 N. 200 E., Preston, Idaho 83263, the party of the first part, and Samuel Nash Hull and Tamera Lynn Hull, of 5420 NW 15th Circle, Camas, WA 98607, the parties of the second part.

WITNESSETH:

That said party of the first part, for and in consideration of one hundred dollars (\$100.00) and other good and valuable consideration does hereby convey and confirm unto the said parties of the second part, the following described real property, located in Franklin County, Idaho, to-wit:

A portion of Water Right No. 13-311 attributed to parcel RP 02022.02 in the amount of 4.3 acres.

IN WITNESS WHEREOF, The party of the first part has hereunto set her hand and seal the day and year first above written.

Karen Higley Karen Higley
Name & Signature

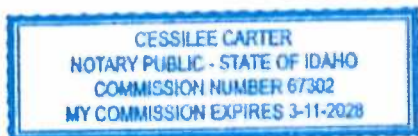
STATE OF IDAHO,)

ss.

County of Franklin)

On this 26th day of Sept, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Karen Higley, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she 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.



Cessilee Carter
Notary Public for Idaho
Residing at: Preston, ID
My Commission Expires: 03/11/2022

264629 1-4

Recorded at the request of
Fuller & Fuller
Time 3:23 Amount \$ 19.00

JUN 03 2015

SHAUNA T. GEDDES, RECORDER
By OB Blair Deputy
Franklin County, Idaho

TRUSTEE'S DEED

THIS DEED made this 6th day of May, 2015, between Gale C. Moser and Lynne B. Moser, Trustees of the Gale C. Moser Family Revocable Trust, hereinafter called "Grantors" and , Samuel N. Hull and Tamera Hull, hereinafter called "Grantees".

WHEREAS, Gale C. Moser and Lynne B. Moser are the duly appointed and acting Trustees of the GALE C. MOSER FAMILY REVOCABLE TRUST, dated June 13, 1984, as amended, by and between Gale C. Moser and Lynne B. Moser as Trustors, and Gale C. Moser and Lynne B. Moser, as Trustees.

NOW, THEREFORE, WITNESSETH, that the said Grantors, for valuable consideration, and for the purpose of distributing certain real property from the Gale C. Moser Family Revocable Trust, do by these presents hereby distribute, grant, bargain, sell, convey, and confirm unto the said Grantees, and their heirs and assigns forever, that certain parcel of land, situate, lying and being in Franklin County, State of Idaho, and more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders rents, issues and profits thereof;

SUBJECT TO all easements, rights of way, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantees, and to the Grantees' heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that the Trust is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that the said Trust will warrant and defend the same from all claims whatsoever.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals the day and year first above written.

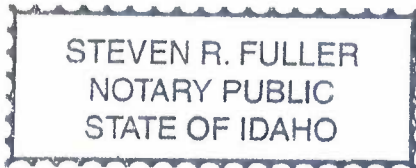
GALE C. MOSER FAMILY REVOCABLE TRUST

By: 
Gale C. Moser, Trustee

By: 
Lynne B. Moser, Trustee

STATE OF IDAHO)
) ss.
County of Franklin)

On this 6th day of May, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Gale B. Moser and Lynne B. Moser, known or identified to me to be the persons whose names are subscribed to the within instrument as Trustees of the GALE C. MOSER FAMILY REVOCABLE TRUST and acknowledged to me that they executed the same as Trustees of the said Trust.





NOTARY PUBLIC for State of Idaho
Residing at: Preston, Idaho
Comm. Expires: 1/31/17

EXHIBIT "A"

A parcel of land located in Section 1, Township 16 South, Range 39 East, Boise Meridian, Franklin County, Idaho and further described as follows:

Beginning at the East quarter corner of said Section 1, from which the Northeast corner of Section 1 bears North $00^{\circ} 17' 21''$ West 1130.95 feet;
Thence South $89^{\circ} 27' 22''$ West 787.69 feet along the latitudinal centerline of said Section 1 to the centerline of an irrigation canal, the True Point of Beginning;
Thence South $89^{\circ} 27' 22''$ West 661.92 feet along said latitudinal centerline;
Thence North $00^{\circ} 32' 38''$ West 375.51 feet to said centerline of an irrigation canal;
Thence South $46^{\circ} 48' 21''$ East 110.77 feet along said centerline of irrigation canal to the beginning of a 100.00 foot radius curve concave to the northeast;
Thence southeasterly along said curve through a central angle of $16^{\circ} 39' 50''$ a distance of 29.08 feet (chord = South $56^{\circ} 42' 20''$ East 28.98 feet) along said centerline;
Thence South $67^{\circ} 30' 39''$ East 251.29 feet along said centerline;
Thence South $61^{\circ} 00' 02''$ East 332.07 feet along said centerline;
Thence South $61^{\circ} 43' 06''$ East 42.99 feet along said centerline to the True Point of Beginning.
Containing 2.71 acres of land.

Subject to the right of way of Cub River Irrigation Canal along the south line of the above described parcel.



A. A. HUDSON
and
ASSOCIATES

Phone (208) 852-1155
Fax (208) 852-3211
132 South State
Preston, Idaho 83263
tim@nahudson.com

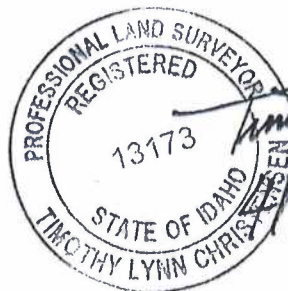
LEGAL DESCRIPTION
FOR
PARCEL BEING DEEDED TO HULL

Tim Christensen
Idaho PLS-13173
Utah PLS-375041-201

A parcel of land located in Section 1, Township 16 South, Range 39 East, Boise Meridian, Franklin County, Idaho and further described as follows:

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Thence South $89^{\circ} 27' 22''$ West 661.92 feet along said latitudinal centerline;
Thence North $00^{\circ} 32' 38''$ West 375.51 feet to said centerline of an irrigation canal;
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Thence South $61^{\circ} 43' 06''$ East 42.99 feet along said centerline to the True Point of Beginning.
Containing 2.71 acres of land.

Subject to the right of way of Cub River Irrigation Canal along the south line of the above described parcel.



15130hull

PROVIDING THE BEAR RIVER BASIN WITH QUALITY
CIVIL ENGINEERING AND LAND SURVEYING SERVICES SINCE 1978

88036

Recorded at the request of
Fuller & Fuller
Time 3:17 Amount \$ 19.00

264627 1-4

JUN 03 2015

SHAUNA T. GEDDES, RECORDER
By SBG Deputy
Franklin County, Idaho

TRUSTEE'S DEED

THIS DEED made this 12th day of May, 2015, between Samuel N. Hull and Tamera Hull, hereinafter called "Grantors" and Gale C. Moser and Lynne B. Moser, Trustees of the Gale C. Moser Family Revocable Trust dated June 13, 1984 as amended, hereinafter called "Grantees".

NOW, THEREFORE, WITNESSETH, that the said Grantors, for valuable consideration, and for the purpose of distributing certain real property from the Gale C. Moser Family Revocable Trust, do by these presents hereby distribute, grant, bargain, sell, convey, and confirm unto the said Grantees, and their heirs and assigns forever, that certain parcel of land, situate, lying and being in Franklin County, State of Idaho, and more particularly described as follows:

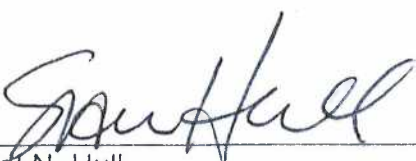
SEE EXHIBIT "A" ATTACHED HERETO

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders rents, issues and profits thereof;

SUBJECT TO all easements, rights of way, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantees, and to the Grantees' heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that the Trust is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that the said Trust will warrant and defend the same from all claims whatsoever.

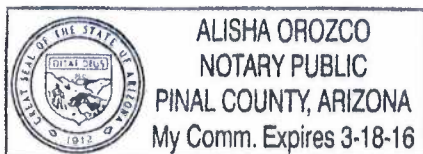
IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals the day and year first above written.


 Samuel N. Hull


 Tamera Hull

STATE OF Arizona)
) ss.
 County of PIMA)

On this 24 day of May, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Samuel N. Hull and Tamera Hull, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same.



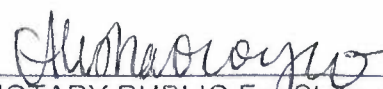

 NOTARY PUBLIC For State of Arizona
 Residing: PIMA County
 Commission Expires: 03-18-2016

EXHIBIT "A"

A parcel of land located in Section 1, Township 16 South, Range 39 East, Boise Meridian, Franklin County, Idaho and further described as follows:

Beginning at the Northeast corner of said Section 1, from which the East quarter corner of Section 1 bears South $00^{\circ} 17' 21''$ East 1130.95 feet;
 Thence South $00^{\circ} 17' 21''$ East 269.42 feet along the east line of said Section 1;
 Thence South $89^{\circ} 42' 39''$ West 1453.46 feet to a point on the centerline of Sugar Factory Road, the True Point of Beginning;
 Thence South $00^{\circ} 32' 38''$ East 50.48 feet to a 5/8" rebar with cap labeled, "A.A. Hudson, PLS 13173" set on the southerly right of way line of said Sugar Factory Road;
 Thence South $00^{\circ} 32' 38''$ East 441.99 feet to the centerline of an irrigation canal;
 Thence North $46^{\circ} 48' 21''$ W 147.42 feet along said centerline to the beginning of a 100.00 foot radius curve concave to the southwest;
 Thence northwesterly along said curve through a central angle of $20^{\circ} 49' 33''$ a distance of 36.35 feet (chord = North $59^{\circ} 05' 58''$ West 36.15 feet) along said centerline;
 Thence North $72^{\circ} 34' 48''$ West 215.39 feet along said centerline;
 Thence North $59^{\circ} 36' 55''$ West 251.09 feet along said centerline to said southerly right of way line of Sugar Factory Road;
 Thence North $59^{\circ} 36' 55''$ West 43.20 feet along said centerline to said centerline of Sugar Factory Road;
 Thence North $76^{\circ} 33' 18''$ East 33.97 feet along said centerline of Sugar Factory Road;
 Thence North $85^{\circ} 12' 48''$ East 154.51 feet along said centerline;
 Thence North $88^{\circ} 19' 29''$ East 189.51 feet along said centerline to the beginning of a 250.00 foot radius curve concave to the northwest;
 Thence northeasterly along said curve through a central angle of $52^{\circ} 26' 36''$ a distance of 228.83 feet (chord = North $62^{\circ} 06' 11''$ East 220.92 feet) along said centerline;
 Thence North $35^{\circ} 52' 53''$ East 36.89 feet along said centerline to the True Point of Beginning.
 Containing 2.62 acres of land.

Subject to a right of way for Sugar Factory Road located in Section 1, Township 16 South, Range 39 East, Boise Meridian, Franklin County, Idaho and further described as follows:

Beginning at the Northeast corner of said Section 1, from which the East quarter corner of Section 1 bears South $00^{\circ} 17' 21''$ East 1130.95 feet;
 Thence South $00^{\circ} 17' 21''$ East 269.42 feet along the east line of said Section 1;
 Thence South $89^{\circ} 42' 35''$ West 1449.15 feet to a point on the centerline of Sugar Factory Road, the True Point of Beginning;
 Thence South $00^{\circ} 32' 38''$ East 50.48 feet to a 5/8" rebar with cap labeled, "A.A. Hudson, PLS 13173" set on the southerly right of way line of said Sugar Factory Road, said point being on a 280.00 foot radius non-tangent curve concave to the northwest whose center bears North $53^{\circ} 21' 18''$ West;
 Thence southwesterly along said curve through a central angle of $51^{\circ} 40' 47''$ a distance of 252.55 feet (chord = South $62^{\circ} 29' 05''$ West 244.08 feet) along said right of way line;
 Thence South $88^{\circ} 19' 29''$ West 188.69 feet along said right of way line;
 Thence South $85^{\circ} 12' 48''$ West 151.96 feet along said right of way line to the centerline of an irrigation canal;

Thence North $59^{\circ} 36' 55''$ West 43.20 feet along said centerline of irrigation canal to said centerline of Sugar Factory Road;
Thence North $76^{\circ} 33' 18''$ East 33.97 feet along said centerline of Sugar Factory Road;
Thence North $85^{\circ} 12' 48''$ East 154.51 feet along said centerline;
Thence North $88^{\circ} 19' 29''$ East 189.51 feet along said centerline to the beginning of a 250.00 foot radius curve concave to the northwest;
Thence northeasterly along said curve through a central angle of $52^{\circ} 26' 36''$ a distance of 228.83 feet (chord = North $62^{\circ} 06' 11''$ East 220.92 feet) along said centerline;
Thence North $35^{\circ} 52' 53''$ East 36.89 feet along said centerline to the True Point of Beginning.

264630

Recorded at the request of
Lewiston State Bank
Time 3:27 Amount \$ 10.00

JUN 03 2015

SHAUNA T. GEDDES, RECORDER
By DBQ Deputy
Franklin County, Idaho

PARTIAL SATISFACTION OF MORTGAGE

Know All Men by these presents, that Lewiston State Bank, Beneficiary, having received satisfactory payment on that certain Mortgage executed by Gale C Moser and Lynne B. Moser, Trustees of The Gale C. Moser Family Revocable Trust, Mortgagor, dated 07/15/2013, recorded July 16, 2013, as Instrument No. 258925 in the records of Franklin County, Idaho, does hereby release from the lien of said mortgage the following described premises, to wit:

A parcel of land located in Section 1, Township 16 South, Range 39 East, Boise Meridian, Franklin County, Idaho and further described as follows:

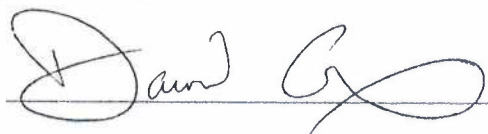
Beginning at the East quarter corner of said Section 1, from which the Northeast corner of Section 1 bears North 00° 17' 21" West 1130.95 feet;
Thence South 89° 27' 22" West 787.69 feet along the latitudinal centerline of said Section 1 to the centerline of an irrigation canal, the True Point of Beginning;
Thence South 89° 27' 22" West 661.92 feet along said latitudinal centerline;
Thence North 00° 32' 38" West 375.51 feet to said centerline of an irrigation canal;
Thence South 46° 48' 21" East 110.77 feet along said centerline of irrigation canal to the beginning of a 100.00 foot radius curve concave to the northeast;
Thence southeasterly along said curve through a central angle of 16° 39' 50" a distance of 29.08 feet (chord = South 56° 42' 20" East 28.98 feet) along said centerline;
Thence South 67° 30' 39" East 251.29 feet along said centerline;
Thence South 61° 00' 02" East 332.07 feet along said centerline;
Thence South 61° 43' 06" East 42.99 feet along said centerline to the True Point of Beginning.

Containing 2.71 acres of land.

Subject to the right of way of Cub River Irrigation Canal along the south line of the above described parcel.

and that the remainder of lands described in the above mentioned mortgage shall remain subject thereto as heretofore.

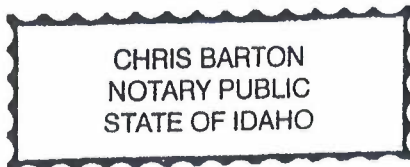
Dated this the ____ day of _____, 20__.

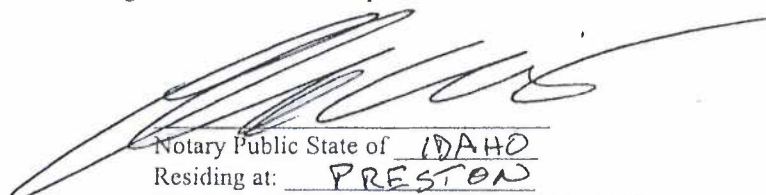
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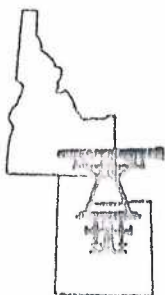
88036

State of IDAHO
County of FRANKLIN

On this 3rd day of JUNE, 2015, before me, a Notary Public in and for said State, personally appeared DAVID ANDERSON COX, known or identified to me to be the ASSIST VP of the corporation that executed the above instrument or the person who executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.




Notary Public State of IDAHO
Residing at: PRESTON
Commission Expires: 11-13-2018



A. A. HUDSON
and
ASSOCIATES

4/10/15

Phone (208) 852-1155
Fax (208) 852-3211
132 South State
Preston, Idaho 83263
tim@ahudson.com

LEGAL DESCRIPTION
FOR
PARCEL BEING DEEDED TO MOSER

Tim Christensen
Idaho PLS-13173
Utah PLS-375041-201

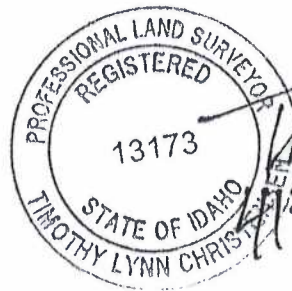
A parcel of land located in Section 1, Township 16 South, Range 39 East, Boise Meridian, Franklin County, Idaho and further described as follows:

Beginning at the Northeast corner of said Section 1, from which the East quarter corner of Section 1 bears South 00° 17' 21" East 1130.95 feet;
Thence South 00° 17' 21" East 269.42 feet along the east line of said Section 1;
Thence South 89° 42' 39" West 1453.46 feet to a point on the centerline of Sugar Factory Road, the True Point of Beginning;
Thence South 00° 32' 38" East 50.48 feet to a 5/8" rebar with cap labeled, "A.A. Hudson, PLS 13173" set on the southerly right of way line of said Sugar Factory Road;
Thence South 00° 32' 38" East 441.99 feet to the centerline of an irrigation canal;
Thence North 46° 48' 21" W 147.42 feet along said centerline to the beginning of a 100.00 foot radius curve concave to the southwest;
Thence northwesterly along said curve through a central angle of 20° 49' 33" a distance of 36.35 feet (chord = North 59° 05' 58" West 36.15 feet) along said centerline;
Thence North 72° 34' 48" West 215.39 feet along said centerline;
Thence North 59° 36' 55" West 251.09 feet along said centerline to said southerly right of way line of Sugar Factory Road;
Thence North 59° 36' 55" West 43.20 feet along said centerline to said centerline of Sugar Factory Road;
Thence North 76° 33' 18" East 33.97 feet along said centerline of Sugar Factory Road;
Thence North 85° 12' 48" East 154.51 feet along said centerline;
Thence North 88° 19' 29" East 189.51 feet along said centerline to the beginning of a 250.00 foot radius curve concave to the northwest;
Thence northeasterly along said curve through a central angle of 52° 26' 36" a distance of 228.83 feet (chord = North 62° 06' 11" East 220.92 feet) along said centerline;
Thence North 35° 52' 53" East 36.89 feet along said centerline to the True Point of Beginning.
Containing 2.62 acres of land.

Subject to a right of way for Sugar Factory Road located in Section 1, Township 16 South, Range 39 East, Boise Meridian, Franklin County, Idaho and further described as follows:

Beginning at the Northeast corner of said Section 1, from which the East quarter corner of Section 1 bears South 00° 17' 21" East 1130.95 feet;

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Thence South $00^{\circ} 32' 38''$ East 50.48 feet to a 5/8" rebar with cap labeled, "A.A. Hudson. PLS 13173" set on the southerly right of way line of said Sugar Factory Road, said point being on a 280.00 foot radius non-tangent curve concave to the northwest whose center bears North $53^{\circ} 21' 18''$ West;
Thence southwesterly along said curve through a central angle of $51^{\circ} 40' 47''$ a distance of 252.55 feet (chord = South $62^{\circ} 29' 05''$ West 244.08 feet) along said right of way line;
Thence South $88^{\circ} 19' 29''$ West 188.69 feet along said right of way line;
Thence South $85^{\circ} 12' 48''$ West 151.96 feet along said right of way line to the centerline of an irrigation canal;
Thence North $59^{\circ} 36' 55''$ West 43.20 feet along said centerline of irrigation canal to said centerline of Sugar Factory Road;
Thence North $76^{\circ} 33' 18''$ East 33.97 feet along said centerline of Sugar Factory Road;
Thence North $85^{\circ} 12' 48''$ East 154.51 feet along said centerline;
Thence North $88^{\circ} 19' 29''$ East 189.51 feet along said centerline to the beginning of a 250.00 foot radius curve concave to the northwest;
Thence northeasterly along said curve through a central angle of $52^{\circ} 26' 36''$ a distance of 228.83 feet (chord = North $62^{\circ} 06' 11''$ East 220.92 feet) along said centerline;
Thence North $35^{\circ} 52' 53''$ East 36.89 feet along said centerline to the True Point of Beginning.



Timothy Lynn Christensen
7/15

General Affidavit

State of Utah

County of Washington

PERSONALLY came and appeared before me, the undersigned Notary, the within named Gale Moser, who is a resident of Preston, Idaho, and makes his statement and General Affidavit of belief and personal knowledge of the following matters, facts and things set forth are true and correct to the best of his knowledge:

My name is Gale Moser. I own a farm near the town of Whitney in Franklin County, Idaho. Sam Hull owns a farm next to mine to the north. In the year 2015 we exchanged similar sized parcels in order to square up our fields. A now abandoned and covered over canal had previously defined the boundary between us.

Since the 2015 land exchange, we have used our own respective water rights and canal shares on the lands that we received in the exchange, and we ceased using them on the lands that we conveyed to the other.

Dated this 17th day of December, 2022

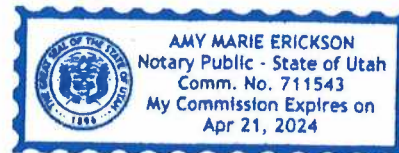
Gale Moser
Signature of Affiant

Subscribed and sworn to, or affirmed, before me on this 17th day of December, 2022

Amy Marie Erickson
Notary Public

My Commission Expires

April 21, 2024



264628 1-9

Recorded at the request of
Fuller & Fuller
Time 3:19 Amount \$ 34.00

JUN 03 2015

SHAUNA T. GEDDES, RECORDER
By SSA Deputy
Franklin County, Idaho

AMENDED
DEED OF TRUST

THIS DEED OF TRUST, made this 25th day of May, 2005, BETWEEN **SAMUEL N. HULL and TAMERA HULL**, herein called GRANTOR, whose address is **P.O. Box 68301 Oro Valley, AZ 85737 8301, FIRST AMERICAN TITLE**, Preston, Idaho, herein called TRUSTEE, and **GILBERT and MARILYN HULL, Trustees of the Hull Living Trust**, herein called BENEFICIARY, whose address is **1308 Canyon Road, Logan, UT 84321**.

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Franklin, State of Idaho described as follows and containing not more than forty acres:

SEE EXHIBIT "A"

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits, **For the Purpose of Securing** payment of the indebtedness evidenced by a Promissory Note, of even date herewith, executed by grantor in the sum of **sixt two thousand seven hundred seventy four Dollars and 85/100 (\$62,774.85)**, final payment due **June 1, 2020** and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, c any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instrument representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, an provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

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

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

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

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

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

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the rate of interest specified in the above described promissory note.

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

B. It is mutually agreed that:

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

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

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

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

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

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

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale, Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase

at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the rate specified in the above described promissory note; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

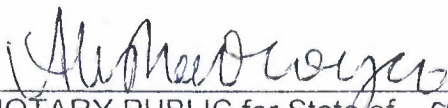
Request is hereby made that a copy of any Notice of Default and a copy of any notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

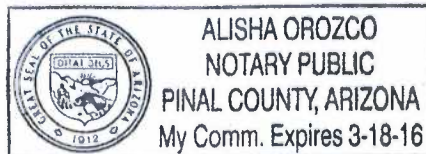

Samuel N. Hull


Tamera Hull

STATE OF ARIZONA)
) ss.
County of PIMA)

On this 21st day of May, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Samuel N. Hull and Tamera Hull, known or identified to me to be the person whose names are subscribed to the within instrument and acknowledged to me that they executed the same.


NOTARY PUBLIC for State of ARIZONA,
Residing at: PIMA COUNTY
Comm. Expires: 03.18.2016



REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

Northern Title of Idaho, 96 South State, Preston, Idaho 83263, Trustee:

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured thereby have been fully paid. You are hereby requested and directed to cancel all evidences of indebtedness secured by said Deed of Trust and to reconvey, without warranty, the estate now held by you under the same.

Deliver to: _____
(Grantor)

(Beneficiary Signature)

(Grantor)

(Beneficiary Signature)

The Promissory Note or Notes, and any evidences of further and/or additional advances must be presented with this request.

EXHIBIT "A"

A parcel of land located in Section 1, Township 16 South, Range 39 East, Boise Meridian, Franklin County, Idaho and further described as follows:

Beginning at the East quarter corner of said Section 1, which is also the Southeast corner of Lot 1 of said Section 1, from which the Northeast corner of Section 1 bears North $00^{\circ} 17' 25''$ West 1131.04 feet;
Thence North $00^{\circ} 17' 25''$ West 23.02 feet along the east line of said Section 1, to a nail and washer, the True Point of Beginning;

Thence North $00^{\circ} 17' 25''$ West 242.44 feet along said east line to a found nail and washer, set on the southwest corner of that parcel of land owned by Daniel and Gail Hull as surveyed under instrument number 229034 in the official records of Franklin County;

Thence following said survey the next 7 courses:

Thence South $88^{\circ} 17' 56''$ West 27.89 feet to a found 5/8" rebar with cap labeled, PLS 4735, set on the westerly right of way line of Hulls Crossing Road;

Thence South $88^{\circ} 17' 56''$ West 98.81 feet to a found 5/8" rebar with cap labeled, PLS 4735;

Thence North $01^{\circ} 37' 12''$ West 87.73 feet to a found 5/8" rebar with cap labeled, PLS 4735;

Thence South $88^{\circ} 15' 07''$ West 30.88 feet to a found 5/8" rebar with cap labeled, PLS 4735;

Thence North $01^{\circ} 21' 41''$ West 72.93 feet to a found 5/8" rebar with cap labeled, PLS 4735;

Thence West 13.60 feet to a found 5/8" rebar with cap labeled, PLS 4735;

Thence North $00^{\circ} 13' 09''$ West 207.42 feet to a found 5/8" rebar with cap labeled, PLS 4735, set on the southerly right of way line of the Union Pacific Railroad;

Thence North $50^{\circ} 42' 58''$ West 1572.54 feet along said right of way line to the centerline of Sugar Factory Road;

Thence South $19^{\circ} 37' 19''$ East 298.07 feet along said centerline to the beginning of a 350.00 foot radius curve concave to the northwest;

Thence southwesterly along said curve through a central angle of $52^{\circ} 40' 25''$ a distance of 321.76 feet (chord = South $06^{\circ} 01' 59''$ West 310.55 feet);

Thence South $35^{\circ} 52' 53''$ West 259.75 feet along said centerline to the beginning of a 250.00 foot radius curve concave to the northwest;

Thence southwesterly along said curve through a central angle of $52^{\circ} 26' 36''$ a distance of 228.83 feet (chord = South $62^{\circ} 06' 11''$ West 220.92 feet);

Thence South $88^{\circ} 19' 29''$ West 189.51 feet along said centerline;

Thence South $85^{\circ} 12' 48''$ West 154.51 feet along said centerline;

Thence South $76^{\circ} 33' 18''$ West 33.97 feet to the center of the Lewiston Canal;

Thence following said center the next 7 courses:

Thence South $59^{\circ} 36' 55''$ East 294.42 feet;

Thence South $72^{\circ} 34' 48''$ East 215.39 feet to the beginning of a 100.00 foot radius curve concave to the southwest;

Thence Southeasterly along said curve through a central angle of $20^{\circ} 49' 33''$ a distance of 36.35 feet (chord = South $59^{\circ} 05' 58''$ East 36.15 feet);

Thence South $46^{\circ} 48' 21''$ East 258.19 feet to the beginning of a 100.00 foot radius curve concave to the northeast;

Thence southeasterly along said curve through a central angle of $16^{\circ} 39' 50''$ a distance of 29.08 feet (chord = South $56^{\circ} 42' 20''$ East 28.98 feet);

Thence South 67° 30' 39" East 251.29 feet;
 Thence South 61° 00' 02" East 332.07 feet;
 Thence North 89° 32' 51" East 38.00 feet to a 5/8" rebar with cap set at the end of a fence line;
 Thence North 89° 32' 51" East 511.69 feet along a fence line to a 5/8" rebar with cap;
 Thence North 88° 48' 26" East 249.34 feet along said fence line to a 5/8" rebar with cap set on said westerly right of way line of Hulls Crossing Road;
 Thence North 88° 54' 30" East 26.46 feet to the True Point of Beginning.
 Containing 32.5 acres of land.

Subject to an easement for a County Road for Hulls Crossing Road described as follows:

A county road right of way located in Section 1, Township 16 South, Range 39 East, Boise Meridian, Franklin County, Idaho and further described as follows:

Beginning at the East quarter corner of said Section 1, which is also the Southeast corner of Lot 1 of said Section 1, from which the Northeast corner of Section 1 bears North 00° 17' 25" West 1131.04 feet;
 Thence North 00° 17' 25" West 23.02 feet along the east line of said Section 1 to a nail and washer, the True Point of Beginning;
 Thence North 00° 17' 25" West 242.44 feet along said east line to a found nail and washer;
 Thence South 88° 17' 56" West 27.89 feet to a found 5/8" rebar with cap labeled, "A.A. Hudson, PLS 4735" set on the westerly right of way line of Hulls Crossing Road;
 Thence South 00° 37' 35" East 242.13 feet along said right of way line to a 5/8" rebar with cap;
 Thence North 88° 54' 30" East 26.46 feet to the True Point of Beginning.
 Containing 0.2 acres of land.

Subject to an easement for a County Road for Sugar Factory Road described as follows:

A county road right of way located in Section 1, Township 16 South, Range 39 East, Boise Meridian, Franklin County, Idaho and further described as follows:

Beginning at the East quarter corner of said Section 1, which is also the Southeast corner of Lot 1 of said Section 1, from which the Northeast corner of Section 1 bears North 00° 17' 25" West 1131.04 feet;
 Thence North 00° 17' 25" West 485.61 feet to the southerly right of way line of the Union Pacific Railroad;
 Thence North 50° 42' 58" West 1798.65 feet along said right of way line to the centerline of Sugar Factory Road, the True Point of Beginning;
 Thence South 19° 37' 19" East 298.07 feet along said centerline to the beginning of a 350.00 foot radius curve concave to the northwest;
 Thence southwesterly along said curve through a central angle of 52° 40' 25" a distance of 321.76 feet (chord = South 06° 01' 59" West 310.55 feet);
 Thence South 35° 52' 53" West 259.75 feet along said centerline to the beginning of a 250.00 foot radius curve concave to the northwest;
 Thence southwesterly along said curve through a central angle of 52° 26' 36" a distance of 228.83 feet (chord = South 62° 06' 11" West 220.92 feet);
 Thence South 88° 19' 29" West 189.51 feet along said centerline;
 Thence South 85° 12' 48" West 154.51 feet along said centerline;
 Thence South 76° 33' 18" West 33.97 feet to the center of the Lewiston Canal;
 Thence South 59° 36' 55" East 43.20 feet along said center of Canal to the easterly right of way line of said Sugar Factory Road;
 Thence North 85° 12' 48" East 151.96 feet along said right of way line to a 5/8" rebar with cap labeled, "A.A.

Hudson, PLS 4735";

Thence North 88° 19' 29" East 188.69 feet along said right of way line to the beginning of a 280.00 foot radius curve concave to the northwest;

Thence northeasterly along said curve through a central angle of 52° 26' 36" a distance of 256.29 feet (chord = North 62° 06' 11" East 247.43 feet);

Thence North 35° 52' 53" East 260.65 feet to the beginning of a 380.00 foot radius curve concave to the northwest;

Thence northeasterly along said curve through a central angle of 52° 47' 15" a distance of 350.10 feet (chord = North 06° 07' 03" East 337.85 feet);

Thence North 19° 37' 19" West 248.16 feet to a 5/8" rebar with cap set on said railroad right of way line;

Thence North 50° 42' 58" West 58.09 feet to the True Point of Beginning.

Containing 1.0 acre of land.

Together with an access easement described as follows:

An access easement located in Section 1, Township 16 South, Range 39 East, Boise Meridian, Franklin County, Idaho and further described as follows:

Beginning at the East quarter corner of said Section 1, which is also the Southeast corner of Lot 1 of said Section 1, from which the Northeast corner of Section 1 bears North 00° 17' 22" West 1131.02 feet;

Thence North 00° 17' 22" West 396.33 feet along the East line of said Section 1 to the True Point of Beginning;

Thence West 160.46 feet;

Thence North 01° 21' 41" West 25.00 feet to a 5/8" rebar with cap labeled, "A.A. Hudson, PLS 4735";

Thence East 160.93 feet to said East line of Section 1;

Thence South 00° 17' 32" East 25.00 feet to the True Point of Beginning.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

TOGETHER WITH ONE-THIRD (1/3) OF THE FLOW OF SPRING CREEK AND TWENTY (20) SHARES OF THE CAPITAL STOCK OF PRESTON WHITNEY IRRIGATION COMPANY.

Together with a parcel of land located in Section 1, Township 16 South, Range 39 East, Boise Meridian, Franklin County, Idaho and further described as follows:

Beginning at the East quarter corner of said Section 1, from which the Northeast corner of Section 1 bears North 00° 17' 21" West 1130.95 feet;

Thence South 89° 27' 22" West 787.69 feet along the latitudinal centerline of said Section 1 to the centerline of an irrigation canal, the True Point of Beginning;

Thence South 89° 27' 22" West 661.92 feet along said latitudinal centerline;

Thence North 00° 32' 38" West 375.51 feet to said centerline of an irrigation canal;

Thence South 46° 48' 21" East 110.77 feet along said centerline of irrigation canal to the beginning of a 100.00 foot radius curve concave to the northeast;

Thence southeasterly along said curve through a central angle of 16° 39' 50" a distance of 29.08 feet (chord = South 56° 42' 20" East 28.98 feet) along said centerline;

Thence South 67° 30' 39" East 251.29 feet along said centerline;

Thence South 61° 00' 02" East 332.07 feet along said centerline;

Thence South 61° 43' 06" East 42.99 feet along said centerline to the True Point of Beginning.

Containing 2.71 acres of land.

Subject to the right of way of Cub River Irrigation Canal along the south line of the above described parcel.

(Hull to Moser)

Excepting therefrom a parcel of land located in Section 1, Township 16 South, Range 39 East, Boise Meridian, Franklin County, Idaho and further described as follows:

Beginning at the Northeast corner of said Section 1, from which the East quarter corner of Section 1 bears South $00^{\circ} 17' 21''$ East 1130.95 feet;
 Thence South $00^{\circ} 17' 21''$ East 269.42 feet along the east line of said Section 1;
 Thence South $89^{\circ} 42' 39''$ West 1453.46 feet to a point on the centerline of Sugar Factory Road, the True Point of Beginning;
 Thence South $00^{\circ} 32' 38''$ East 50.48 feet to a $5/8''$ rebar with cap labeled, "A.A. Hudson, PLS 13173" set on the southerly right of way line of said Sugar Factory Road;
 Thence South $00^{\circ} 32' 38''$ East 441.99 feet to the centerline of an irrigation canal;
 Thence North $46^{\circ} 48' 21''$ W 147.42 feet along said centerline to the beginning of a 100.00 foot radius curve concave to the southwest;
 Thence northwesterly along said curve through a central angle of $20^{\circ} 49' 33''$ a distance of 36.35 feet (chord = North $59^{\circ} 05' 58''$ West 36.15 feet) along said centerline;
 Thence North $72^{\circ} 34' 48''$ West 215.39 feet along said centerline;
 Thence North $59^{\circ} 36' 55''$ West 251.09 feet along said centerline to said southerly right of way line of Sugar Factory Road;
 Thence North $59^{\circ} 36' 55''$ West 43.20 feet along said centerline to said centerline of Sugar Factory Road;
 Thence North $76^{\circ} 33' 18''$ East 33.97 feet along said centerline of Sugar Factory Road;
 Thence North $85^{\circ} 12' 48''$ East 154.51 feet along said centerline;
 Thence North $88^{\circ} 19' 29''$ East 189.51 feet along said centerline to the beginning of a 250.00 foot radius curve concave to the northwest;
 Thence northeasterly along said curve through a central angle of $52^{\circ} 26' 36''$ a distance of 228.83 feet (chord = North $62^{\circ} 06' 11''$ East 220.92 feet) along said centerline;
 Thence North $35^{\circ} 52' 53''$ East 36.89 feet along said centerline to the True Point of Beginning.
 Containing 2.62 acres of land.

Subject to a right of way for Sugar Factory Road located in Section 1, Township 16 South, Range 39 East, Boise Meridian, Franklin County, Idaho and further described as follows:

Beginning at the Northeast corner of said Section 1, from which the East quarter corner of Section 1 bears South $00^{\circ} 17' 21''$ East 1130.95 feet;
 Thence South $00^{\circ} 17' 21''$ East 269.42 feet along the east line of said Section 1;
 Thence South $89^{\circ} 42' 35''$ West 1449.15 feet to a point on the centerline of Sugar Factory Road, the True Point of Beginning;
 Thence South $00^{\circ} 32' 38''$ East 50.48 feet to a $5/8''$ rebar with cap labeled, "A.A. Hudson, PLS 13173" set on the southerly right of way line of said Sugar Factory Road, said point being on a 280.00 foot radius non-tangent curve concave to the northwest whose center bears North $53^{\circ} 21' 18''$ West;
 Thence southwesterly along said curve through a central angle of $51^{\circ} 40' 47''$ a distance of 252.55 feet (chord = South $62^{\circ} 29' 05''$ West 244.08 feet) along said right of way line;
 Thence South $88^{\circ} 19' 29''$ West 188.69 feet along said right of way line;
 Thence South $85^{\circ} 12' 48''$ West 151.96 feet along said right of way line to the centerline of an irrigation canal;

Thence North 59° 36' 55" West 43.20 feet along said centerline of irrigation canal to said centerline of Sugar Factory Road;
 Thence North 76° 33' 18" East 33.97 feet along said centerline of Sugar Factory Road;
 Thence North 85° 12' 48" East 154.51 feet along said centerline;
 Thence North 88° 19' 29" East 189.51 feet along said centerline to the beginning of a 250.00 foot radius curve concave to the northwest;
 Thence northeasterly along said curve through a central angle of 52° 26' 36" a distance of 228.83 feet (chord = North 62° 06' 11" East 220.92 feet) along said centerline;
 Thence North 35° 52' 53" East 36.89 feet along said centerline to the True Point of Beginning.
 (Devon Hull new parcel)

A parcel of land located in Section 1, Township 16 South, Range 39 East, Boise Meridian, Franklin County, Idaho and further described as follows:

Beginning at the East quarter corner of said Section 1, also being the Southeast corner of Lot 1 of said Section 1, from which the Northeast corner of Section 1 bears North 00° 17' 22" West 1131.02 feet;
 Thence North 00° 17' 22" West 265.44 feet along the East line of said Section 1 to a nail and washer, set on the southeast corner of that parcel of land as shown on Record of Survey instrument number 229034 in the official records of Franklin County, the True Point of Beginning;
 Thence South 88° 17' 56" West 27.88 feet to a found rebar with cap labeled, PLS 4735 set on the Westerly right of way line of Hulls Crossing Road;
 Thence South 88° 17' 56" West 98.81 feet to a found rebar with cap;
 Thence North 21° 01' 38" West 92.94 feet to a found rebar with cap;
 Thence North 15° 25' 54" West 74.07 feet to a 5/8" rebar with cap labeled, "A.A. Hudson, PLS 13173";
 Thence North 01° 40' 35" West 24.99 feet to a 5/8" rebar with cap;
 Thence North 13° 04' 23" West 237.59 feet to a 5/8" rebar with cap set on the Southerly right of way line of the Union Pacific Railroad;
 Thence South 50° 42' 58" East 263.07 feet along said right of way line to a found rebar with cap set at the intersection of said right of way line and said Westerly right of way line of Hulls Crossing Road;
 Thence South 50° 42' 58" East 38.04 feet to a found nail and washer set on said East line of Section 1;
 Thence South 00° 17' 22" East 220.15 feet along said East line to the True Point of Beginning.
 Containing 1.3 gross acres of land.

Subject to a right of way for Hulls Crossing Road described as follows:

A county road right of way located in Section 1, Township 16 South, Range 39 East, Boise Meridian, Franklin County, Idaho and further described as follows:

Beginning at the East quarter corner of said Section 1, also being the Southeast corner of Lot 1 of said Section 1, from which the Northeast corner of Section 1 bears North 00° 17' 22" West 1131.02 feet;
 Thence North 00° 17' 22" West 265.44 feet along the East line of said Section 1 to a nail and washer, the True Point of Beginning;
 Thence South 88° 17' 56" West 27.88 feet to a found rebar with cap labeled, PLS 4735, set on the Westerly right of way line of Hulls Crossing Road;
 Thence North 00° 37' 35" West 245.07 feet along said Westerly right of way line to a found rebar with cap set on the intersection of said right of way line and the Southerly right of way line of the Union Pacific Railroad;
 Thence South 50° 42' 58" East 38.04 feet to a found nail and washer set on said East line of Section 1;
 Thence South 00° 17' 22" East 220.15 feet along said East line to the True Point of Beginning.

269089

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
28 West Oneida
Preston, ID 83263

Recorded at the request of
First American Title
Time 3:38 Amount \$ 10.00

OCT 31 2016

SHAUNA T. GEDDES, RECORDER
By C. Carter Deputy
Franklin County, Idaho

DEED OF FULL RECONVEYANCE

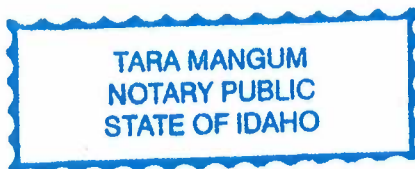
First American Title Company, as Trustee in that certain Deed of Trust, dated May 25, 2005, executed by Samuel N. Hull and Julie A. Hull, as GRANTOR, and Gilbert Hull and Marilyn Hull, Trustees of the Hull Living Trust, as BENEFICIARY, and recorded on June 20, 2005 as Instrument No. 230227 of Mortgage Records of Franklin County, Idaho, pursuant to the written request of the beneficiary, does hereby GRANT and RECONVEY unto the PARTIES ENTITLED THERETO, without warranty, all the estate and interest derived to it by, through and under said Deed of Trust, in the real property therein described.

IN WITNESS WHEREOF, the said TRUSTEE has caused its corporate name to be hereunto subscribed by its Vice President in pursuant to a resolution authorizing the execution of this reconveyance heretofore adopted by its Board of Directors, all as of OCT 31, 2016.

By: [Signature]
Vice President

STATE OF Idaho)
COUNTY OF Franklin)
ss.

On this 10/31/16, before me, a Notary Public in and for said State, personally appeared **Chris Barton**, known or identified to me, to be the **Vice President** of the Corporation that executed the Instrument or the person who executed the instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.



Tara Mangum

Notary Public of Idaho
Residing at: North Logan, UT
Commission Expires: 12-24-2021

88036

9:35

85%

< Ken Hollingsworth, +120... (2)

2 recipients



+1208511677

When can I use [redacted] creek water again?

MMS
6:50 PM



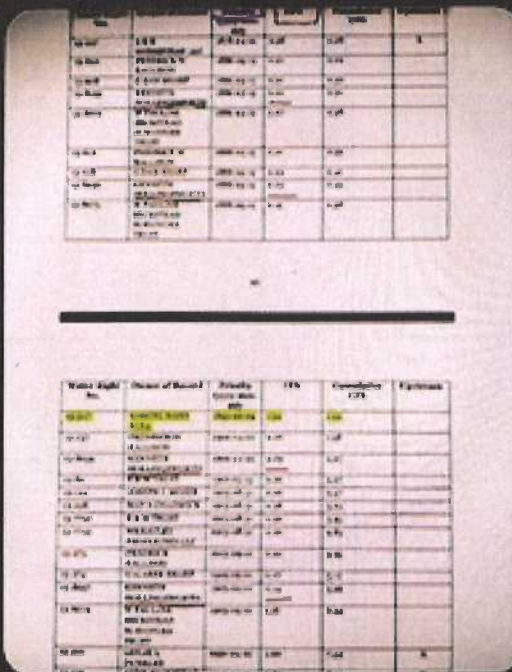
Ken Hollingsworth

Not for a couple weeks I haven't even got a turn yet

MMS
6:51 PM



+1208511677



MMS 8:52 PM



+1208511677

So how does this all work? I dug this up from when I started to run the place and I understand that you two have older priority dates but only for minimal water?

MMS
8:53 PM





IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

June 28, 2023

KENNETH HOLLINGSWORTH
1488 E 2200 S
PRESTON, ID 83263-5578

SHERI HOLLINGSWORTH
3927 S STATE ST
PRESTON, ID 83263-5651

G DAN SHARP
VALAREE SHARP
1274 E 2200 S
PRESTON, ID 83263-5505

RE: Transfer No. 88036
Water Right No(s). 13-311

Dear Applicant:

The Department of Water Resources has received your water right transfer application. Please refer to the transfer number referenced above in all future correspondence regarding this transfer.

A legal notice of the application has been prepared and is scheduled for publication in the PRESTON CITIZEN on 7/5/2023 and 7/12/2023. Protests to this application may be submitted for a period ending ten (10) days after the second publication.

If the application is protested, you will be sent a copy of each protest. All protests must be resolved before the application can be considered for approval. If the protest(s) cannot be resolved voluntarily, the Department will conduct a conference and/or hearing on the matter.

If the application is not protested, the Department will process your application and notify you of any action taken on the application. If your application is approved, the Department will send you a copy of the approval document.

Please contact this office if you have any questions regarding the application.

Sincerely,

Christina Henman
Administrative Assistant

Henman, Christina

From: Henman, Christina
Sent: Wednesday, June 28, 2023 12:42 PM
To: legals@prestoncitizen.com
Subject: Legal Notice for Preston Citizen
Attachments: 88036 Preston Citizen.docx

LEGAL NOTICE DEPARTMENT
PRESTON CITIZEN
PO BOX 472
PRESTON, ID 83263

RE: Transfer No. 88036
Water Right No(s). 13-311

Dear Legal Notice Department:

Please publish the enclosed legal notice on the dates indicated (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before 7/24/2023. Your cooperation is appreciated.

Thank You,



Christina Henman
Administrative Assistant
IDWR, Eastern Region
900 N Skyline Ste. A
Idaho Falls, ID 83402
Phone: (208) 525-7161

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 88036**

KENNETH HOLLINGSWORTH, 1488 E 2200 S, PRESTON, ID 83263-5578; SHERI HOLLINGSWORTH, 3927 S STATE ST, PRESTON, ID 83263-5651; G DAN SHARP and VALAREE SHARP, 1274 E 2200 S, PRESTON, ID 83263-5505 has filed Application No. 88036 for changes to the following water rights within FRANKLIN County(s): Right No(s). 13-311; to see a full description of these rights and the proposed transfer, please see <https://research.idwr.idaho.gov/apps/waterrights/querynewtransfers>. The purpose of the transfer is to change a portion of the above rights as follows: add point of diversion and change place of use. Proposed points of diversion are in SENE Sec 36 T15S R39E (existing) and SWSE Sec 1 T16S R39E (additional) for 0.58 cfs from Spring Creek. Proposed place of use is in NWNE Sec 12 T16S R39E for 29 acres.

For additional information concerning the property location, contact Eastern Region office at (208)525-7161. Protests may be submitted based on the criteria of Idaho Code Sec. 42-222. Any protest against the proposed change must be filed with the Department of Water Resources, Eastern Region, 900 N SKYLINE DR STE A, IDAHO FALLS ID 83402-1718 together with a protest fee of \$25.00 for each application on or before 7/24/2023. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 7/5/2023 and 7/12/2023