

Cefalo, James

From: Cefalo, James
Sent: Monday, April 24, 2023 11:40 AM
To: sheldon.vaughan@malad.us
Subject: Draft Application for Transfer - Water Right 15-2049
Attachments: S Vaughan Transfer App Map.pdf; S Vaughan Transfer App.pdf

Sheldon,

Thanks for meeting with me a couple of weeks ago. As we discussed, before we can update the ownership for ground water right 15-2049, you need to update the place of use for the right to remove all the acres on top of and east of the freeway. This will better reflect how the water right has been used for the last fifty years. Water right 15-2049 is limited to a diversion rate of 1.74 cfs (781 gallons per minute). 0.04 cfs (18 gpm) of the right is associated with the domestic use at the Tucker house, leaving 1.70 cfs (763 gpm) available to you for irrigation. Even with sprinkler irrigation, 763 gallons per minute is only enough to irrigate approximately 85 to 115 acres. It appears from aerial imagery that you have been irrigating about 96.5 acres. The attached transfer application would update the place of use for water right 15-2049 to only cover the 96.5 acres that have been actively irrigated (shown in pink on the attached map).

The original license for water right 15-2049 described the point of diversion in the SWSW of Section 23. Based on aerial imagery, I think the well is actually located in the southeast corner of the NWSW of Section 23 (purple dot on the attached map). The transfer application would also update the point of diversion to reflect where the well is actually located (north of the road by the big tree).

Please review the attached application. If it accurately reflects the changes you would like to make to water right 15-2049, please sign the application on page 2 and have Janice sign the application too. I think you should also have Dave Jones sign the application or have him provide a short letter stating that he agrees with the application. Dave called last week and said that he does not claim an interest in any part of water right 15-2049. The filing fee for the application is \$600 (\$500 to change the point of diversion and place of use and \$100 to split water right 15-2049 and update the ownership).

Please feel free to call if you have any questions about the draft application.

James

 IDAHO DEPARTMENT OF
WATER RESOURCES
James Cefalo | Regional Manager
900 N Skyline Drive, Idaho Falls, ID 83402
(208) 525-7161 | www.idwr.idaho.gov

SCHEDULE "A" - WARRANTY DEED DATED FEBRUARY 25, 1977, BETWEEN HAZEL R. MILLWARD, A WIDOW; AND GORDON V. MILLWARD AND LEROYCE E. MILLWARD, HUSBAND AND WIFE, GRANTORS, TO SHELDON P. VAUGHAN AND JAN E A. VAUGHAN, HUSBAND AND WIFE, GRANTEES.

The West half of the Southeast quarter and the Northeast quarter of the Southwest quarter of Section 23, and the Northwest quarter of the Northeast quarter of Section 26, Township 15 South, Range 36 East, Boise Meridian, EXCEPTING THEREFROM 66.17 acres of land deeded to the State of Idaho for highway purposes by Warranty Deed dated November 3, 1972 and recorded December 8, 1972, 2:05 P.M., and recorded on film as Instrument No. 90915 and by Deed dated August 14, 1972, Instrument No. 90726. (T-3209 & T-3120)

The North 20 rods of the South half of the Southwest quarter of Section 23, Township 15 South, Range 36 East, Boise Meridian, LESS AND EXCEPT the following tract: (T-1700)

Commencing at a point 990 feet North of the Southwest corner of said Sec. 23; thence East 633 feet, thence North 330 feet, thence West 633 feet, thence South 330 feet to the point of beginning. (T-3378)

ALSO, the Northwest quarter of the Southwest quarter of Section 23, Township 15 South, Range 36 East, Boise Meridian, LESS AND EXCEPT the following tract: (T-1699)

Commencing at the Southwest corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Sec. 23, thence North 921.5 feet, thence East 445.5 feet, thence South 921.5 feet, thence West 445.5 feet to the point of beginning. (T-3359)

EXCEPTING ROADWAYS.

TOGETHER WITH eighteen hours every eight days of the waters of Cherry Creek

That certain deep well, pump and motor, used for irrigation purposes situated in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 23, Twp. 15 S., R. 36 E.B.M., together with all pumping equipment used in connection therewith to include one mile of 4" sprinkler pipe and all nozzles and the Water Right License issued by the Department of Water Administration in favor of Albert H. Millward under date of May 29, 1974, carrying License or Water Right No. 26863/15-2049 with a priority of April 22, 1957, for 1.74 cfs of water.

STATE OF IDAHO.

COUNTY OF ADA

} ss:

On this

4th

day of March

in the year 1977, before me

, a notary public in and for said County and

State, personally appeared

HAZEL R. MILLWARD

known to me to be the person whose name is

subscribed to the within instrument, and acknowledged to me that 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.

J. Paul Christensen
Notary Public

Residence Boise, Idaho

WARRANTY DEED

Hazel R. Millward
Leroyce E. Millward

William C. Christensen
TO

Dated *July 25*, 19*77*

STATE OF IDAHO,
COUNTY OF *Ada* } ss:

I hereby certify that this instrument was filed for record at the request of

H. R. Millward
at _____ minutes past *3*

o'clock *P*. M. this *2nd* day of *March*, A. D. 19*77*
at my office and duly recorded in Book

of Deeds at page _____

Robert H. Christensen
Ex-Officio Recorder

By *Melba Spencer*
Dputy

Fee \$ *3.00*

STATE OF UTAH
COUNTY OF WASHINGTON } ss.

On this *1st* day of *March*, 1977, before me, a notary public in and for the State of Utah, personally appeared GORDON V. MILLWARD and LEROYCE E. MILLWARD, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

My Commission Expires:
8-8-80

Karla S. Moore
Notary Public for Utah
Residing at: *St. George* Karla S. Moore

Township 15 South, Range 36 East, Boise Meridian:
 Section 16: SE $\frac{1}{4}$
 Section 21: N $\frac{1}{2}$ SE $\frac{1}{4}$
 Section 26: NW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 23: NE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$
The North 20 rods of the S $\frac{1}{2}$ SW $\frac{1}{4}$; The
NW $\frac{1}{4}$ SW $\frac{1}{4}$ less: Commencing at the SW
Corner of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ and thence
running North 577.5 feet; thence
East 445.5 feet; thence South 577.5
feet; thence West 445.5 feet to
point of beginning

Together with a Decreed water right of 18 hours every
192 hours of the waters of Cherry Creek, and other water
and range rights used in connection therewith

Together with all residues of cash and personal property
belonging to said estate

TO HAVE AND TO HOLD all and singular the said premises
together with the appurtenances unto the said party of the second
part, her heirs and assigns forever.

IN WITNESS WHEREOF the said party of the first part has here-
unto set her hand the day and year first above written.

Hazel R. Millward
Personal Representative of the Estate of
Albert H. Millward, deceased

State of Idaho

County of Oneida, ss

On this 17th day of July, 1973, before me, the under-
signed Notary Public in and for said State, personally appeared
Hazel R. Millward, known to me to be the Personal Representative
of the Estate of Albert H. Millward, deceased, and the person
whose name is subscribed to the within instrument and acknowledged
to me that she executed the same as such Personal Representative.

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

[Signature]
Notary Public at Malad City, Idaho

State of Idaho, County of Oneida: ss.
I hereby certify that this instrument was filed for record at
request of E. L. Scott at 45 minutes past 2
o'clock P. M. this 17 day of July A.D., 1973 in my office
and duly recorded on Film as Inst. No. 91673
Fee 7.00
Ex-Officio Recorder

By _____ Deputy

INDEXED

State of Idaho, County of Oneida, ss.
I hereby certify that this instrument was filed for record at
request of Albert H. Millward at 2 minutes past
o'clock P.M. this 25 day of June A.D. 1971 in my office
and duly recorded on Film as Inst. No. 89358
Fee 1.00
Ex-Officio Recorder
By Malcolm H. Scott
Deputy

GIFT DEED

THIS INDENTURE, made the 25th day of June, 1971, between
ALBERT H. MILLWARD and HAZEL R. MILLWARD, husband and wife, of
Oneida County, Idaho, the parties of the first part, and GORDON V.
MILLWARD, their son, of Oneida County, Idaho, WITNESSETH,

That the said parties of the first part, in consideration of
the love and affection they have and bear unto the said party of
the second part, have given and granted, and by these presents do
give, grant, convey and confirm unto the said party of the second
part, and to his heirs and assigns forever, the following described
real property situated in the County of Oneida, State of Idaho,
to-wit:

All of their undivided one-half interest in and to:
Commencing at a point 990 feet North of the Southwest
Corner of Section 23, Township 15 South, Range 36 East,
Boise Meridian; thence running East 633 feet, thence
North 330 feet, thence West 633 feet, thence South 330
feet to the point of beginning.

Together with all and singular the tenements, heredita-
ments and appurtenances thereunto belonging or in anywise
appertaining.

TO HAVE AND TO HOLD, all and singular the above mentioned
and described premises, together with the appurtenances, unto the
said party of the second part, his heirs and assigns forever.

IN WITNESS WHEREOF the parties of the first part have hereunto
set their hands the day and year first above written.

X Albert H. Millward
X Hazel R. Millward

State of Idaho
County of Oneida, ss.

On this 25th day of June, 1971, before me, E. L. Scott, a
Notary Public in and for said State, personally appeared Albert H.
Millward and Hazel R. Millward, known to me to be the persons
whose names are subscribed to the within instrument and acknowl-
edged to me that they executed the same.

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

E. L. Scott
Notary Public at Malad City, Idaho

REAL ESTATE MORTGAGE FOR IDAHO

SATISFIED

THIS MORTGAGE is made and entered into by _____

SHELDON P. VAUGHAN and JANICE A. VAUGHAN, husband and wife

residing in ONEIDA County, Idaho, whose post office address is

RT. 1 BOX 94, MALAD CITY, Idaho, 83252

herein called "Borrower," and:

WHEREAS Borrower is indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
4-21-80 <i>pd</i>	\$ 23,500.00	10%	4-21-2000
4-21-80 <i>pd</i>	\$ 2,990.00	5%	4-21-1988
4-12-78 <i>pd</i>	\$ 28,000.00	8%	4-12-2011
5-2-77	\$ 50,000.00	5%	5-2-2017

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower:

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign unto the Government the following property situated in the State of Idaho,

County(ies) of ONEIDA :

PARCEL 1:

Commencing at a point 35 rods North of the SW Corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 23, Township 15 South, Range 36 East, Boise Meridian; and run North 344 feet for the point of beginning; thence running East 213 feet; thence South 204.5 feet; thence West 213 feet; thence North 204.5 feet to the point of beginning. EXCEPTING Roadways.

PARCEL 2:

Township 15 South, Range 36 East, Boise Meridian:

Section 23: W $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$
Section 26: NW $\frac{1}{4}$ NE $\frac{1}{4}$

EXCEPTING THEREFROM 66.17 acres of land deeded to the State of Idaho for highway purposes by Warranty Deed dated November 3, 1972, and recorded December 8, 1972, 2:05 P.M., on film as Instrument No. 90915, and by Deed dated August 14, 1972, on film as Instrument No. 90726.

Section 23: The North 20 rods of the S $\frac{1}{2}$ SW $\frac{1}{4}$, LESS AND EXCEPT the following; Commencing at a point 990 feet North of the SW Corner of Sec. 23, and run East 633 feet; thence North 210 feet for the point of beginning; thence running West 363 feet; thence North 100 feet; thence East 363 feet; thence South 100 feet to the point of beginning, ALSO,

NW $\frac{1}{4}$ SW $\frac{1}{4}$, LESS AND EXCEPTING THE FOLLOWING: Commencing at the SW Corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Sec. 23, thence North 921.5 feet; thence East 445.5 feet; thence South 921.5 feet; thence West 445.5 feet to the point of beginning.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto, and in particular, water rights under license No. 26863/15-2049 with the State of Idaho, Department of Water Resources.

SUBJECT TO exceptions and reservations contained in Patents from the United States.

SUBJECT TO easements for roads, highways, ditches, canals, laterals and power and transmission lines.

SUBJECT TO Mortgage dated 5-2-77 in favor of the F.H.A., U.S.D.A., filed for record on film as Instrument No. 96043, corrected by Corrected Mortgage filed for record on film as Instrument no. 96143, records of Oneida County, Idaho.

SUBJECT TO Mortgage dated 4-12-78, in favor of the F.H.A., U.S.D.A., filed for record on film as Instrument No. 97747, records of Oneida County, Idaho.

SUBJECT TO Financing Statement filed for record 2-7-79, on film as Instrument No. 100208, in favor of the F.H.A., as Secured Party.

Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described by this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by the Government and at its request, to deliver such policies to the Government.

B. G. J.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, encroachment or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this mortgage, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein by law, (e) require Borrower to surrender to the Government any and all abstracts of title then owned by Borrower covering all or any part of the property, and (f) enforce any and all other rights and remedies provided herein or by present or future law.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower and curtesy.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, or national origin.

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Boise, Idaho 83702, and in the case of Borrower to him at the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

(23) WAIVER: THE BORROWER ACKNOWLEDGES AND AGREES THAT IF HE DEFAULTS A NONJUDICIAL FORECLOSURE OF THE PROPERTY MAY BE CONDUCTED WITHOUT A HEARING OF ANY KIND, THE BORROWER HEREBY WAIVES ANY RIGHTS HE MAY HAVE TO ANY SUCH HEARING. NEVERTHELESS THE REGULATIONS OF THE FARMERS HOME ADMINISTRATION IN EFFECT AT THE TIME SUCH FORECLOSURE IS STARTED MAY PROVIDE A MEETING AND THE GOVERNMENT WILL FOLLOW THESE REGULATIONS.

(24) At the option of the Government this mortgage may be foreclosed by action or advertisement as provided by statute, and Borrower hereby irrevocably vests in the Government the statutory power of sale and constitutes and appoints the Government his agent and attorney in fact to sell the property, after due notice, at public auction to the highest bidder, for cash or secured credit at the option of the Government, and to give the purchaser a warranty deed binding upon Borrower and all claiming under him.

(25) Borrower has assigned or waived or will immediately on request of the Government, assign or waive in favor of the Government all grazing privileges, permits, licenses, or leases appurtenant to or used in connection with said land, and Borrower further covenants and agrees to produce renewals thereof prior to their expiration and to pay all fees and charges and to perform all acts and do all things necessary to keep and preserve all said grazing rights and renewals thereof, and in the event of the failure of Borrower to do any of these things the Government may do so on behalf of Borrower, including advancing such sums as may be necessary for this purpose, and such funds advanced shall be secured by this instrument.

(26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

27. This security instrument further secures the following outstanding notes from the Borrowers to the Government: (1) dated 5-2-77 in the amount of \$50,000 and (2) dated 4-12-78 in the amount of \$28,000 which are secure by Mortgages to the Government recorded as Instrument Nos. 96043 and 97747 IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 21st day of

April, 19 80.

*records of Oneida County, Idaho, which said Mortgages shall continue in full force and effect.

X Sheldon P. Vaughan
SHELDON P. VAUGHAN

X Janice A. Vaughan
JANICE A. VAUGHAN

ACKNOWLEDGMENT

STATE OF IDAHO

COUNTY OF ONEIDA

ss:

On this 21st day of April

State of Idaho, County of Oneida: ss. **100786**
I hereby certify that this instrument was filed for record at request of E. J. Scott, at 5 minutes past 12 o'clock M. this 21 day of April, 1980 in my office and duly recorded on Film as Inst. No. 100786

Fee 8.00 \$ 8.00 in the year of 1980 Ex-Officio Recorder

By Janice A. Vaughan Deputy

a Notary Public in and for said State, personally appeared

SHELDON P. VAUGHAN and JANICE A. VAUGHAN

known to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same as their free act and deed for the uses, purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the said date.

(NOTARIAL SEAL)

Notary Public, residing at Malad, Idaho

My commission expires: life