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DEPARTMENT OF
WATER RESOURCES

Form No.42-1409-1 (Internet 06/21)

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION OF RIGHTS TO THE USE OF WATER FROM THE BEAR RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 79576
Claim ID: 11-82
Date Received: 12/8/23
Receipt No: _____
Claim Fee: _____ By: S.O.

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of claimant(s) United States on behalf of USFWS Phone (503) 231-6167

   Mailing address USDOJ, 550 West Fort Street, MSC 033 (Street or Box) Boise (City) Idaho (State) Zip 83724

   Email address (optional) Rachel_Esralew@fws.gov

2. Date of priority: (Only one per claim) 5/1/1879 (Month/Day/Year (YYYY)) (Explain priority date selected in Remarks)

3. Source of water supply (Check one) Ground Water ( ) or Other (✔) (a) Paris Creek

   which is tributary to (b) Bear Lake Outlet

4. a. Location of point of diversion is: Township 14S, Range 44E, Section 6, _____ 1/4 of _____ 1/4, Govt. Lot 7, BM, County of Bear Lake

   Parcel no. RP14S44E064700 (AIN: 04840.00)

   Additional points of diversion, if any: _____

   If available, GPS Coordinates -111.36048, 42.229178 (WGS84)

   b. If instream flow, beginning point of claimed instream flow is:

   Township _____, Range _____, Section _____, _____ 1/4 of _____ 1/4,

   Govt. Lot _____, BM, County of _____

   Ending point is: Township _____, Range _____, Section _____, _____ 1/4 of _____ 1/4,

   Govt. Lot _____, BM, County of _____

5. Description of existing diversion works (dams, reservoirs, ditches, wells, pumps, pipelines, headgates, etc.), including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well.

A 72" flashboard riser allows for the diversion of surface water from Paris Creek into the 'Alder Unit' of Bear Lake National Wildlife Refuge. Water is controlled at the diversion structure through the deployment or removal of stoplog boards.
The location of the POD indicated above is a change from the POD location for decreed right 11-82 (in Lot 8, Section 6, T 14S, R 44E, B.M.) to more accurately reflect where water is diverted onto the Refuge.

6. Water is claimed for the following purposes:

(dates are inclusive MM-DD) (cfs) (acre-feet)

For Wildlife purposes from 01/01 to 12/31 amount 8.41 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 8.41 (cfs) and/or (b) _____ (acre-feet)

8. Non-irrigation uses; describe fully (e.g., Domestic: Give number of households served; Stockwater: Type and number of livestock, etc.) Water is used to maintain and enhance approximately 369 acres of wetland habitat for waterfowl and colonial nesting birds.

9. Description of place of use:
   a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
   b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

			NE				NW				SW				SE				
TWP	RGE	SEC	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
14S	44E	6			W				Lt 5 W	W	W		Lt 7 W	Lt 8,12 W		Lt 9 W	Lt 9,12 W		
14S	44E	7		Lt 12 W	Lt 13 W		Lt 12 W			Lt 13 W	Lt 17 W					Lt 17 W	Lt 18 W	W	
14S	44E	8											Lt 16 W						
14S	44E	17						Lt 6 W	W										
14S	44E	18	Lt 9 W	Lt 8,9 W	Lt 18 W	Lt 16 W													

Parcel no(s). RP14S44E064700; RP14S44E180600; RP14S44E066300 Total number of acres irrigated _____

10. In which county(ies) are lands listed above as place of use located? Bear Lake

11. Do you own the property listed above as place of use? Yes (✔) No ( )
If your answer is No, describe in Remarks below the authority you have to claim this water right.

12. Describe any other water rights used at the same place and for the same purposes as described above.
11-80, 11-81, and 11-83 or None ( )

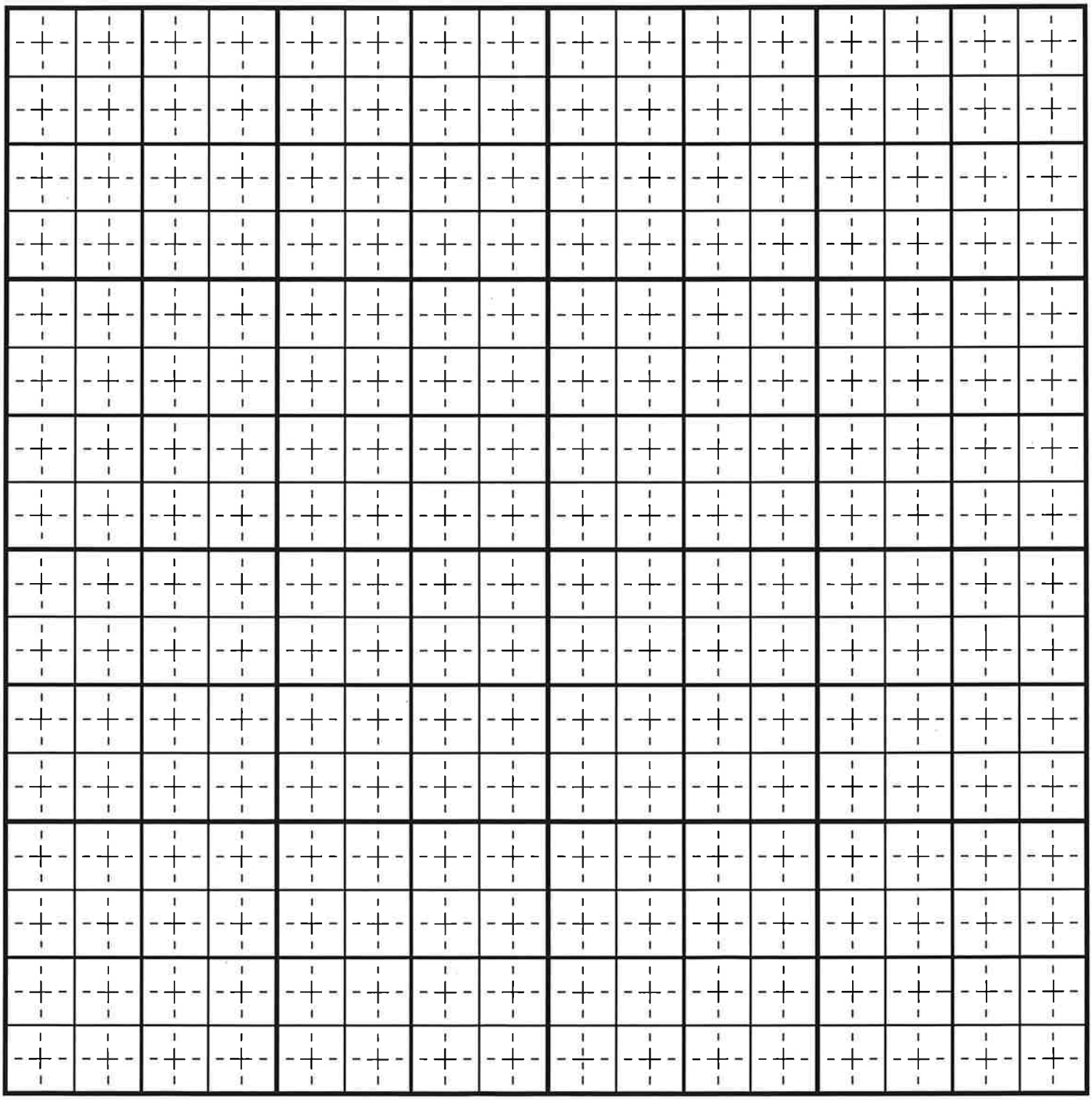
13. Remarks (Include an explanation of the priority date selected):

See Addendum A for more information regarding Questions #2, #6, and #9.

Name of claimant(s) U.S. Fish and Wildlife Service Claim ID _____

Map of Project: Attach aerial photograph or topographic map showing clearly the point of diversion, place of use, section number, township, and range number, unless unavailable. Otherwise sketch the elements above on the grid below.

Scale: 2 inches equals 1 mile



Name of claimant(s) U.S. Fish and Wildlife Service Claim ID _____

14. Basis of claim (Check one) Beneficial Use ( ) Posted Notice ( ) License ( ) Permit ( ) Decree (✔)

Court Fifth District Court Decree Date 7/27/1932 Plaintiff v. Defendant Pioneer Irrigation and Manufacturing Co. vs. Southfield Ditch and Canal Co.

If applicable provide IDWR Water Right Number 11-82 (Decreed Right)

15. **Signature(s)**

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notices in the Bear River Basin Water System Adjudication."

(b.) I/We do ( ) do not (✔) wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 2 Addendums / Map / Title Docs / Change in Water Right Ownership / Notice of Appearance

For Individuals: I/We do solemnly swear or affirm under penalty of perjury that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) _____ Date: _____

_____ Date: _____

For Organizations: I do solemnly swear or affirm under penalty of perjury that I am, and that I have signed the foregoing document in the space below as the

Water Resources Branch Chief (Agent's title (Please print)) of U.S. Fish and Wildlife Service, Region 1 (Name of organization (Please print)),

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____ Date 12/7/2023

Printed Name of Authorized Agent Rachel Esralew

16. **Notice of Appearance**:

Notice is hereby given that I, (please print) U.S. DOJ - see attached Entry of Appearance, will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature _____ Date _____

Address _____

Name of claimant(s) U.S. Fish and Wildlife Service Claim ID _____

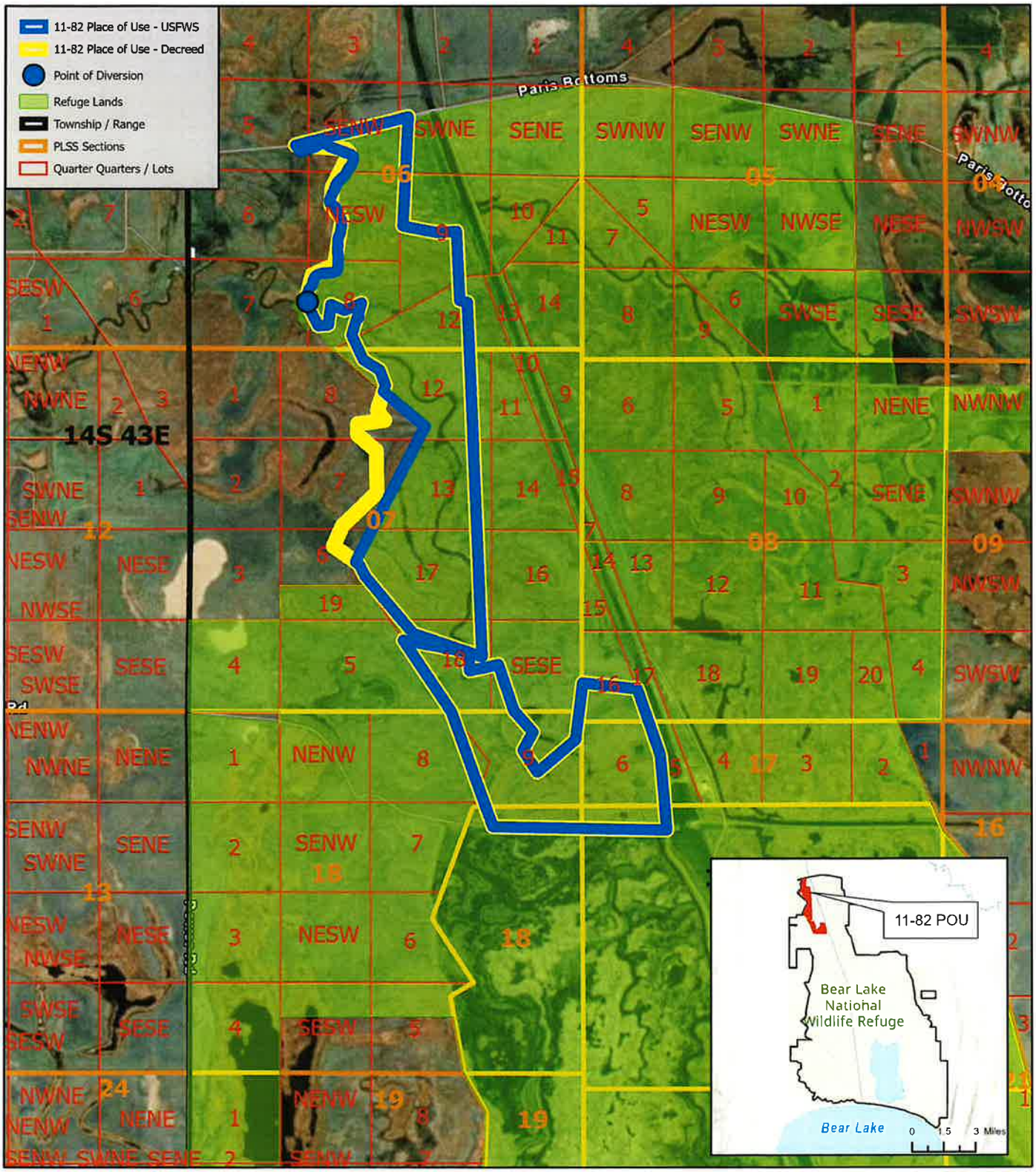
U.S. Fish and Wildlife Service **Place of Use Map**

NATIONAL WILDLIFE REFUGE SYSTEM

Bear Lake National Wildlife Refuge

Claim 11-82

R 44E, B.M.



PRODUCED BY THE PACIFIC REGIONS WATER RESOURCES BRANCH
U.S. FISH AND WILDLIFE SERVICE, DEPARTMENT OF THE INTERIOR
PORTLAND, OREGON
MAP DATE: 11/03/2023

DATA SOURCES:
Basemap- Esri, Maxar, Earthstar Geographics, and the GIS User Community; 'Refuge Lands' Layer: U.S. Fish and Wildlife Service, National Wildlife Refuge System, Division of Realty; Bear Paw Logo: seekpng.com

0 0.5 1 1.5 2 Miles

N

Addendum A for Claim 11-82

U.S. Fish and Wildlife Service (FWS)

Regarding Question #2

The priority date of 5/1/1879 was decreed in the 1932 'Pioneer Irrigation and Manufacturing Company vs. Southfield Ditch and Canal Company et al.'.

Regarding Questions #6 and #9

Purpose of Use. Water is claimed for the purpose of wildlife, which more accurately reflects how water is used at the Bear Lake National Wildlife Refuge than the decreed purposes of irrigation and livestock.

Period of Use. Page 13 of the decree identifies 'irrigation season' as the period starting on May 1st and ending on September 15th of each year. Page 6 of the decree indicates that during times of the year when water is not demanded for irrigation purposes, parties identified in the decree may also 'provide water for livestock'. The period of use claimed of 01/01 to 12/31 reflects the combination of the decreed periods of use associated with irrigation season (05/01 to 09/15) and non-irrigation season (09/16 to 04/30).

Place of Use (POU) and Flow Rate. An administrative split is required for this water right to split the POU described on page 38 of the decree into two parts that reflect appurtenance to two separate properties, one of which is owned by the FWS. The decreed POU consists of 395 acres[1] and the part appurtenant to FWS property is about 369 acres, or 93.4%, of the total decreed POU. The FWS portion of the decreed POU is depicted on the map attached with this claim. The other part of the decreed POU is currently owned by Roy Bunderson et ux. according to a map of parcels in Bear Lake County.[2]

Per 'Exhibit "A"' of the decree, the flow rate allocated for irrigation in the decreed POU is 9.00 cfs.[3] The flow rate the FWS claims, 8.41 cfs, reflects the number of acres within the decreed POU that are on FWS property as a proportion of the total number of acres estimated in the decreed POU:

369 acres / 395 acres = 0.934 → 0.934 x 9.00 cfs = **8.41 cfs**

The decree does not explicitly identify a flow rate for watering livestock, so the flow rate claimed treats the livestock rate as equivalent to the flow rate estimated for irrigation based upon the FWS portion of the decreed place of use. The claimed flow rate is a single rate for year-round use.

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[1] There are two sections to the POU described in the decree. A northern section consists of 265 acres and a southern section consists of 130 acres; the entire POU is 395 acres.

[2] Website for Bear Lake County Parcel Map:
https://experience.arcgis.com/experience/80eab38489484e0f96eca9880942a2d4/

[3] Party #16, 'Wm. L. Rich Estate', listed in 'Exhibit "A"' is to receive a maximum allocation of 9.00 cfs in the decreed POU.

Form 42-248/42-1409(6) Rev. 7/21

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "*Yes*" in the "*Split?*" column. If the water right is leased to the Water Supply Bank, check "*Yes*". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
11-82	Yes ■	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: See Addendum B
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): United States on behalf of USFWS
   New owner(s) as listed on the conveyance document Name connector ☐ **and** ☐ **or**

   USDOJ, 550 West Fort Street, MSC 033 (Mailing address) | Boise (City) | ID (State) | 83724 (Zip)

   (503) 231-6167 (Telephone) | Rachel_Esralew@fws.gov (Email)

4. If the water rights and/or adjudication claims were split, how did the division occur?
   - ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
   - ■ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: See Addendum B.

6. Do you own the land identified as the water right place of use? Yes ■ No ☐
   - If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.

7. This form must be signed and submitted with the following **REQUIRED** items:
   - ■ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
   - ■ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
   - ☐ Filing fee (see instructions for further explanation):
     - $25 per *undivided* water right.
     - $100 per *split* water right.
     - No fee is required for pending adjudication claims.
   - ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
   - ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: _____ (Signature of new owner/claimant)
   Rachel Esralew (Print name)
   Water Resources Branch Chief, Region 1, Columbia Pacific Northwest U.S. Fish and Wildlife Service (Title, if applicable)
   12/7/2023 (Date)

   Signature: _____ (Signature of new owner/claimant) _____ (Title, if applicable) _____ (Date)
   _____ (Print name)

For IDWR Office Use Only:

Receipted by_____ Date_____ Receipt No._____ Receipt Amt._____

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9_____ Approved by_____ Processed by_____ Date_____

Addendum B for Change in Water Right Ownership for 11-82

U.S. Fish and Wildlife Service (FWS)

Regarding Question #2

The previous owners of the portions of water right 11-82 that are now owned by the FWS are listed here.

- Gerald, Sandra, Alan, and Jean Alder
- Evan and Dotty Pope
- Wayne, Gail, Don, and Norma Nye
- Tri-State Bank and Trust
- Elizabeth Hart Barnes Family, LLC
- Roy and Shannon Bunderson

As of this writing, none of these owners are listed as owners in the IDWR water right database. However, it is possible that information on some past ownership changes was not furnished to the IDWR. The owners listed in the IDWR database are:

- Estate of William L. Rich
- Emily Rich
- Frank J. Foulger
- Jesse P. Rich

Regarding Question #5

The dates that portions of water right 11-82 now owned by the FWS were acquired from the previous owners above are listed here.

- Alders – 03/20/1979 and 08/28/1979
- Popes and Nyes – 09/16/1981
- Tri-State Bank and Trust – 09/17/1986
- Barnes Family – 06/09/2011
- Bundersons – 02/18/2021

Instrument # 234278
BEAR LAKE COUNTY
02-18-2021 12:30:04 No. of Pages: 5
Recorded for: FIRST AMERICAN TITLE - MONTPELIER
Cindy Garner Fee: $15.00
Ex-Officio Recorder Deputy: JH
Index to: WARRANTY DEED

Return Address:
U.S. Fish and Wildlife Service
Lands Division
NWRS/LNDS: Danielle Zarlengo
911 NE 11th Ave.
Portland, OR 97232-4181

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DEPARTMENT OF
WATER RESOURCES

WARRANTY DEED

The Grantors, ROY A BUNDERSON AND SHANNON D BUNDERSON, husband and wife, for and in consideration of the sum of Sixteen Thousand One Hundred Dollars and Zero Cents ($16,100.00), receipt of which is hereby acknowledged, does hereby CONVEY AND WARRANT to the United States of America and its assigns the following described real property, located in Bear Lake County, Idaho, to wit:

The following described tract is located about 2 miles east of the City of Paris, Idaho, Bear Lake County Idaho, and consists of a portion of that parcel of land conveyed to Roy A. Bunderson and Shannon D. Bunderson, husband and wife, from Max O. Bunderson, by Warranty Deed dated April 6, 2006 and recorded April 14, 2006 as Instrument No. 194319, records of said County.

Section 6, Township 14 South, Range 44 East of the Boise Meridian, Bear Lake County, Idaho:

Commencing at government meander line angle point 2 in said section 6;

Thence following said government meander line along the northwesterly side of North Lake, South 61°31'53" West, 1808.03 feet to the center line of Bloomington Creek and the Point Of Beginning;

Thence northerly along the center line meanders of Bloomington Creek:

North 07°49'27" West	160.65 feet,
North 00°46'44" West	99.79 feet,
North 14°59'12" West	71.33 feet,
North 65°20'29" West	53.53 feet,
South 76°25'02" West	146.58 feet,
North 87°29'09" West	59.10 feet,
North 68°10'38" West	73.52 feet,
North 47°37'05" West	166.63 feet,

South 70°49'36" West 110.10 feet,
South 33°38'48" West 54.74 feet,
South 61°28'33" West 91.84 feet to the intersection of the centerline of the current channel of Bloomington Creek and the old channel of Bloomington Creek;

Thence southerly along the centerline meanders of said old channel:

South 08°28'51" West, 50.42 feet,
South 43°30'33" West, 46.68 feet,
South 06°43'11" West, 11.00 feet,
South 03°00'00" West, 6.43 feet,
to the intersection with the projected line of an existing fence;

Thence South 37°38'13" East along said existing fence 563.00 feet, more or less, to the meander corner common to sections 6 and 7, said township and range;

Thence along the meander line of North Lake North 61°31'53" East, 450 feet more or less, to the Point Of Beginning.

Containing 6.87 acres more or less.

TOGETHER WITH the Grantor's right, title and interest in and to all water rights, easements, and appurtenances to said property.

SUBJECT TO existing easements for public roads and highways, railroads, pipelines, public utilities, and valid existing rights, if any.

ALSO, the Grantors further remise, release, and forever quitclaim to the UNITED STATES OF AMERICA, and its assigns, all right, title and interest which the Grantors may have in the banks, beds and waters of any streams bordering the said land conveyed and also all interest in any alleys, roads, streets, ways, strips, gores or railroad rights-of-way abutting or adjoining said land and in any means of ingress or egress appurtenant thereto.

The Grantors hereby covenants to and with the United States of America and its assigns, that Grantors are lawfully seized in fee simple of the above-granted real property, have a good and lawful right and power to sell and convey the same, that the same is free and clear of all encumbrances, except as shown above, and that Grantors will forever warrant and defend the title thereto and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

The above-described lands are acquired for administration by the Secretary of the Interior through the United States Fish and Wildlife Service. The United States Fish and Wildlife Service intends to reasonably regulate any reserved mineral interests to the extent necessary to protect Refuge resources and uses, including existing regulations at 50 CFR Part 29, Subparts C and D, and any successor regulations.

IN WITNESS WHEREOF, the Grantors have executed this instrument this 18 day of February, ~~2020.~~ 21

Roy A Bunderson

Roy A Bunderson

Shannon D Bunderson

Shannon D Bunderson

LA- Idaho
Bear Lake National Wildlife Refuge
Bunderson, Roy and Shannon (45)

ACKNOWLEDGMENT

STATE OF Idaho)
ss
County of Bear Lake)

I certify that I know or have satisfactory evidence that Roy A Bunderson and is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be His free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 2-18-2021

NOTARY PUBLIC
ANDREA BECK
My Commission Number is 61837
Commission Expires: 06/17/2025
STATE OF IDAHO

Andrea Beck
Notary Public for and in for the State of Idaho
Residing at Ovid, ID
My appointment expires 6-17-2025

WITNESS my hand and official seal.

LA- Idaho
Bear Lake National Wildlife Refuge
Bunderson, Roy and Shannon (45)

ACKNOWLEDGMENT

STATE OF Idaho)
SS
County of Bear Lake).

I certify that I know or have satisfactory evidence that Shannon D Bunderson is the person who appeared before me, and said person acknowledged that She signed this instrument and acknowledged it to be Her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 2-18-2021

NOTARY PUBLIC
ANDREA BECK
My Commission Number is 61837
Commission Expires: 06/17/2025
STATE OF IDAHO

Andrea Beck
Notary Public for and in for the State of Idaho
Residing at Ovid, ID
My appointment expires 6-17-2025

WITNESS my hand and official seal.

LA- Idaho
Bear Lake National Wildlife Refuge
Bunderson, Roy and Shannon (45)

Southeast Title & Realty

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That Gerald J. Alder and Sandra Alder, his wife, and Alan J. Alder, aka Allen J. Alder, and Jean Alder, his wife, hereinafter called Grantors, for and in consideration of the sum of Two Thousand Five Hundred Eleven and 30/100 Dollars ($2,511.30) which sum is the true consideration for this transfer, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to the UNITED STATES OF AMERICA and its assigns, all of the real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Bear Lake, State of Idaho, as described in Exhibit "A" attached hereto and made a part hereof.

Together with all water, water rights, water appropriations, ditches, ditch rights-of-way and ditch rights as heretofore used and enjoyed in connection with the above described lands.

The above land is acquired by the United States for the use of Fish and Wildlife Service, Department of the Interior, pursuant to Section 6 of the Act of February 18, 1929 (45 Stat. 1222), as amended by Section 301 of the Act of June 15, 1935 (49 Stat. 381) and the Migratory Bird Hunting Stamp Act of March 16, 1934, as amended.

To Have and To Hold the above described premises to the United States of America and its assigns, forever.

The Grantors hereby covenant to and with the United States and its assigns, that Grantors are lawfully seized in fee simple of the above granted premises, have a good and lawful right and power to sell and convey the same, that the same are free and clear of all encumbrances and that Grantors will warrant and forever defend the title thereto and quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Dated this 28th day of August, 1979.

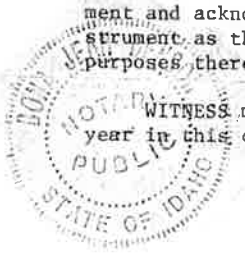
Gerald J. Alder

ACKNOWLEDGMENT

STATE OF Idaho)
) ss
County of Bear Lake)

On this 28th day of Aug., 1979, before me the undersigned, a Notary Public in and for the State of Idaho, duly commissioned and sworn personally appeared Gerald J. Alder and Sandra Alder, his wife, known to me to be the individuals described in and who executed the foregoing instrument and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Dora Jean Benson
Notary Public in and for the State of Idaho residing at Grace, Ida.
My Commission Expires: Lifetime.

ACKNOWLEDGMENT

STATE OF Utah)
) ss
County of Cache)

On this 29th day of August, 1979, before me the undersigned, a Notary Public in and for the State of Utah, duly commissioned and sworn personally appeared Alan J. Alder and Jean Alder, his wife, known to me to be the individuals described in and who executed the foregoing instrument and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Notary Public in and for the State of Utah residing at Logan
My Commission Expires: 9 March 1983

EXHIBIT "A"

ALL BEARINGS ARE BASED ON THE TRUE MERIDIAN.

T. 14 S., R. 44 E., BOISE MERIDIAN:

TRACT (17-I)

A TRACT OF LAND IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, IN SECTION 6, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF LOT 8, SAID SECTION, FROM WHICH SAID POINT OF BEGINNING THE NORTHEAST CORNER OF SAID LOT 8 BEARS

SOUTH 88°38'41" EAST 782.02 FEET DISTANT;

THENCE, FROM SAID POINT OF BEGINNING, WESTERLY ALONG THE NORTH LINE OF SAID LOT 8,

NORTH 88°38'41" WEST 113.25 FEET

TO THE CENTER LINE OF THE NATURAL OUTLET CHANNEL OF PARIS CREEK;

THENCE, NORTHERLY ALONG SAID CENTER LINE,

NORTH 01°52'11" EAST 254.40 FEET,
AND NORTH 08°18'11" EAST 324.44 FEET

TO THE WEST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE CONVEYANCE FROM HENRY AND ANNA B. TEUSCHER TO WILLIAM L. RICH, DATED JUNE 8, 1898 AND RECORDED MARCH 12, 1902 IN BEAR LAKE COUNTY OFFICIAL RECORDS;

THENCE, LEAVING SAID CENTER LINE, SOUTHEASTERLY AND SOUTHERLY ALONG THE SAID RICH WEST LINE,

SOUTH 24°00'00" EAST 236.32 FEET,
AND SOUTH 06°00'00" WEST 364.09 FEET

TO THE POINT OF BEGINNING.

TRACT (17-II)

A TRACT OF LAND IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND LOT 9, IN SECTION 6, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER 1/4 CORNER OF SAID SECTION 6;

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE EAST-WEST 1/4 LINE THROUGH SAID SECTION 6,

SOUTH 88°48'31" EAST 88.85 FEET

TO THE WEST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE CONVEYANCE FROM HEBER C. AND LOUISA SMEDLEY TO THE TELLURIDE POWER COMPANY DATED APRIL 1, 1912 AND RECORDED JUNE 4, 1912, IN BEAR LAKE COUNTY OFFICIAL RECORDS;

THENCE, ALONG SAID WEST LINE,

SOUTH 02°10'59" WEST 880.25 FEET

TO THE NORTH LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE CONVEYANCE FROM HENRY AND ANNA B. TEUSCHER TO WILLIAM L. RICH, DATED JUNE 8, 1898 AND RECORDED MARCH 12, 1902 IN BEAR LAKE COUNTY OFFICIAL RECORDS;

THENCE, WESTERLY ALONG SAID NORTH LINE, THE FOLLOWING COURSES:

	NORTH 76°00' WEST	127.07 FEET,
	NORTH 27°00' WEST	264.00 FEET,
	NORTH 88°00' WEST	528.00 FEET,
	NORTH 13°20' WEST	396.00 FEET,
AND	SOUTH 22°10' WEST	330.00 FEET

TO THE CENTER LINE OF THE NATURAL OUTLET CHANNEL OF PARIS CREEK;

THENCE, NORTHERLY ALONG SAID CENTER LINE, THE FOLLOWING COURSES:

	NORTH 35°55'27" WEST	123.28 FEET,
	NORTH 17°41'38" EAST	149.01 FEET,
	NORTH 23°55'06" EAST	143.66 FEET,
AND	NORTH 44°01'01" EAST	217.92 FEET

TO THE CENTER LINE OF THE LITTLE OUTLET CHANNEL;

THENCE, SOUTHEASTERLY ALONG SAID CENTER LINE, THE FOLLOWING COURSES:

	SOUTH 09°17'45" WEST	146.36 FEET,
	SOUTH 24°17'33" EAST	351.62 FEET,
	NORTH 86°56'59" EAST	428.12 FEET,
	SOUTH 41°14'34" EAST	115.67 FEET,
AND	SOUTH 46°41'09" EAST	170.53 FEET

TO THE NORTH-SOUTH 1/4 LINE THROUGH SAID SECTION 6;

THENCE, ALONG SAID NORTH-SOUTH 1/4 LINE,

NORTH 00°00'45" WEST 633.62 FEET

TO THE POINT OF BEGINNING.

TRACT (17a-I)

A TRACT OF LAND IN LOT 9, SECTION 6, ABOVE SAID TOWNSHIP AND RANGE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT GOVERNMENT MEANDER LINE ANGLE POINT 2, SAID SECTION 6;

THENCE, ALONG THE NORTHEASTERLY EXTENSION OF THAT CERTAIN COURSE FROM THE MEANDER CORNER BETWEEN SECTION 6 AND 7 TO ANGLE POINT 2, SECTION 6, ABOVE SAID MEANDER LINE,

NORTH 61°31'53" EAST 101.96 FEET

TO THE WEST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE CONVEYANCE FROM W.L. AND EMILY M. RICH TO THE TELLURIDE POWER COMPANY, DATED SEPTEMBER 10, 1911 AND RECORDED SEPTEMBER 13, 1912 IN BEAR LAKE COUNTY OFFICIAL RECORDS;

THENCE, SOUTHEASTERLY ALONG SAID LINE,

SOUTH 20°16' EAST 45.98 FEET

TO THE GOVERNMENT MEANDER LINE ON THE NORTHERLY SIDE OF BEAR LAKE;

THENCE, WESTERLY ALONG SAID MEANDER LINE,

SOUTH 87°02'00" WEST 105.70 FEET

TO THE POINT OF BEGINNING.

THE ABOVE TRACTS CONTAIN IN THE AGGREGATE 7.61 ACRES, MORE OR LESS.

A. Bruce Larson
TRANSTRUM, BUDGE & LARSON, CHARTERED
Attorney for Plaintiffs
240 S. Main-P.O. Box 833
Soda Springs, Idaho 83276
Telephone: 547-2186

119395
STATE OF IDAHO
County of Bear Lake
Date 9-5-79
Time 11:55AM
No. Filed
Roy Bandesson
Deputy

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BEAR LAKE

ALLEN J. ALDER and JEAN ALDER, husband and wife, and GERALD J. ALDER and SANDRA ALDER, husband and wife,

Plaintiffs,

vs.

ALL UNKNOWN CLAIMANTS TO THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:

Case No. 3050

AMENDED JUDGMENT

PARCEL #1: Township 14 South, Range 44 East of the Boise Meridian. A tract of land in the Northeast 1/4 of the Southwest 1/4, in Section 6, being more particularly described as follows: Beginning at a point on the North line of Lot 8, said Section, from which said point of beginning, the Northeast corner of said Lot 8 bears South 88°38'41" East 782.02 feet distant; thence, from said point of beginning, Westerly along the North line of said Lot 8, North 88°38'41" West 113.25 feet to the center line of the Natural Outlet Channel of Paris Creek; thence, Northerly along said center line, North 01°52'11" East 254.40 feet, and North 08°18'11" East 324.44 feet, to the West line of that certain tract of land described in the conveyance from Henry and Anna B. Teuscher to William L. Rich, dated June 8, 1898, and recorded March 12, 1902, in Bear Lake County official records; thence leaving said center line, Southeasterly and Southerly along the said Rich West line, South 24°00'00" East 236.32 feet, and South 06°00'00" West 364.09 feet to the point of beginning.

PARCEL #2: A tract of land in the Northeast 1/4 of the Southwest 1/4, and Lot 9, in Section 6, being

more particularly described as follows: Beginning at the center 1/4 corner of said Section 6; thence, from said point of beginning, along the East-West 1/4 line through said Section 6, South 88°48'31" East 88.85 feet to the West line of that certain tract of land described in the conveyance from Heber C. and Louisa Smedley to the Telluride Power Company dated April 1, 1912, and recorded June 4, 1912, in Bear Lake County official records; thence, along said West line, South 02°10'59" West 880.25 feet to the North line of that certain tract of land described in the conveyance from Henry and Anna B. Teuscher to William L. Rich, dated June 8, 1898, and recorded March 12, 1902, in Bear Lake County official records; thence, Westerly along said North line, the following courses: North 76°00' West 127.07 feet, North 27°00' West 264.00 feet, North 88°00' West 528.00 feet, North 13°20' West 396.00 feet, and South 22°10' West 330.00 feet to the center line of the Natural Outlet Channel of Paris Creek; thence, Northerly along said center line, the following courses: North 35°55'27" West 123.28 feet, North 17°41'38" East 149.01 feet, North 23°55'06" East 143.66 feet, and North 44°01'01" East 217.92 feet to the center line of the Little Outlet Channel; thence, Southeasterly along said center line, the following courses: South 09°17'45" West 140.36 feet, South 24°17'33" East 351.62 feet, North 86°56'59" East 428.12 feet, South 41°14'34" East 115.67 feet, and South 46°41'09" East 170.53 feet to the North-South 1/4 line through said Section 6, thence, along said North-South 1/4 line, North 00°00'45" West 633.62 feet to the point of beginning.

PARCEL #3: A tract of land in Lot 9, Section 6, abovesaid Township and Range, being more particularly described as follows: Beginning at Government meander line angle point 2, said Section 6; thence, along the Northeasterly extension of that certain course from the meander corner between Section 6 and 7 to angle point 2, Section 6, abovesaid meander line, North 61°31'53" East 101.96 feet to the West line of that certain tract of land described in the conveyance from W. L. and Emily M. Rich to the Telluride

Power Company, dated September 10, 1911, and recorded September 13, 1912, in Bear Lake County official records; thence, Southeasterly along said line, South 20°16' East 45.98 feet to the Government meander line on the Northerly side of Bear Lake; thence, Westerly along said meander line, South 87°02'00" West 105.70 feet, to the point of beginning.

Defendants.

WHEREAS, it appears and the Court finds:

That the service of Summons in the above-entitled action was duly made upon the defendants by publication of the same once a week for four consecutive weeks ending June 14, 1979, in The News-Examiner, a public newspaper published in the City of Montpelier, County of Bear Lake, State of Idaho.

Thereinafter the time within which said defendants were required to appear and plead has expired; that they have not appeared herein; that no answer, motion or other written pleading has been served or filed herein; and that the default of said defendants was duly and regularly entered on the 6th day of July, 1979; that the Court has heard proof of the allegations of said Complaint and has required the plaintiff's witnesses to be examined on oath respecting the ownership and possession of the real property described in the said Complaint; and the Court being satisfied that the allegations of the Complaint are true and that the relief asked for should be granted,

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the plaintiffs own in fee simple and are entitled to the quiet and peaceful possession of that certain parcel of land situated in the County of Bear Lake, State of Idaho, described as follows:

> PARCEL #1: Township 14 South, Range 44 East of the Boise Meridian. A tract of land in the Northeast 1/4 of the Southwest 1/4, in Section 6, being more particularly described as follows: Beginning at a point on the North line of Lot 8, said Section, from which said point of beginning, the Northeast corner of said Lot 8 bears South 88°38'41" East 782.02 feet distant; thence, from said point of beginning, Westerly along the North line of said Lot 8, North 88°38'41" West 113.25 feet to the center line of the Natural Outlet Channel of Paris Creek; thence, Northerly along said center line, North 01°52'11" East 254.40 feet, and North 08°18'11" East 324.44 feet, to the West line of that certain tract of land described in the conveyance from Henry and Anna B. Teuscher to William L. Rich, dated June 8, 1898, and

recorded March 12, 1902, in Bear Lake County official records; thence leaving said center line, Southeasterly and Southerly along the said Rich West line, South 24°00'00" East 236.32 feet, and South 06°00'00" West 364.09 feet to the point of beginning.

PARCEL #2: A tract of land in the Northeast 1/4 of the Southwest 1/4, and Lot 9, in Section 6, being more particularly described as follows: Beginning at the center 1/4 corner of said Section 6; thence, from said point of beginning, along the East-West 1/4 line through said Section 6, South 88°48'31" East 88.85 feet to the West line of that certain tract of land described in the conveyance from Heber C. and Louisa Smedley to the Telluride Power Company dated April 1, 1912, and recorded June 4, 1912, in Bear Lake County official records; thence, along said West line, South 02°10'59" West 880.25 feet to the North line of that certain tract of land described in the conveyance from Henry and Anna B. Teuscher to William L. Rich, dated June 8, 1898, and recorded March 12, 1902, in Bear Lake County official records; thence, Westerly along said North line, the following courses: North 76°00' West 127.07 feet, North 27°00' West 264.00 feet, North 88°00' West 528.00 feet, North 13°20' West 396.00 feet, and South 22°10' West 330.00 feet to the center line of the Natural Outlet Channel of Paris Creek; thence, Northerly along said center line, the following courses: North 35°55'27" West 123.28 feet, North 17°41'38" East 149.01 feet, North 23°55'06" East 143.66 feet, and North 44°01'01" East 217.92 feet to the center line of the Little Outlet Channel; thence, Southeasterly along said center line, the following courses: South 09°17'45" West 146.36 feet, South 24°17'33" East 351.62 feet, North 86°56'59" East 428.12 feet, South 41°14'34" East 115.67 feet, and South 46°41'09" East 170.53 feet to the North-South 1/4 line through said Section 6, thence, along said North-South 1/4 line, North 00°00'45" West 633.62 feet to the point of beginning.

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2. That plaintiffs' title to said real property is hereby ever quiet against any and all claims or demands of the defendants and any person claiming under them to any estate, right, title, lien or interest in said real property.

3. That defendants and any person claiming under them are permanently enjoined and restrained from the asserting any legal

claims or interest in or to said real property or any part thereof.

DATED this 4 day of Sept, 1979.

Francis J. Rasmussen
District Judge

A. Bruce Larson
TRANSTRUM, BUDGE & LARSON, CHARTERED
Attorney for Plaintiffs
240 S. Main-P.O. Box 833
Soda Springs, Idaho 83276
Telephone: 547-2186

Instrument # 118636
Recorded 7-9-79

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE

STATE OF IDAHO, IN AND FOR THE COUNTY OF BEAR LAKE

ALLEN J. ALDER and JEAN ALDER, husband and wife, and GERALD J. ALDER and SANDRA ALDER, husband and wife,

Plaintiffs,

vs.

ALL UNKNOWN CLAIMANTS TO THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:

PARCEL #1: Township 14 South, Range 44 East of the Boise Meridian. A tract of land in the Northeast 1/4 of the Southwesterly 1/4, in Section 6, being more particularly described as follows: Beginning at a point on the North line of Lot 8, said Section, from which said point of beginning, the Northeast corner of said Lot 8 bears South 88°38'41" East 782.02 feet distant; thence, from said point of beginning, Westerly along the North line of said Lot 8, North 88°38'41" West 113.25 feet to the center line of the Natural Outlet Channel of Paris Creek; thence, Northerly along said center line, North 01°52'11" East 254.40 feet, and North 08°18'11" East 324.44 feet, to the West line of that certain tract of land described in the conveyance from Henry and Anna B. Teuscher to William L. Rich, dated June 8, 1898, and recorded March 12, 1902, in Bear Lake County official records; thence leaving said center line, Southeasterly and Southerly along the said Rich West line South 24°00'00" East 236.32 feet, and South 06°00'00" West 364.09 feet to the point of beginning.

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Case No. 3050

JUDGMENT

more particularly described as follows: Beginning at the center 1/4 corner of said Section 6; thence, from said point of beginning, along the East-West 1/4 line through said Section 6, South 88°48'31" 88.95 feet to the West line of that certain tract of land described in the conveyance from Heber C. and Louisa Smedley to the Telluride Power Company dated April 1, 1912, in Bear Lake County official records; thence, along said West line, South 02°10'59" West 880.25 feet to the North line of that certain tract of land described in the conveyance from Henry and Anna B. Teuscher to William L. Rich, dated June 8, 1898, and recorded March 12, 1902, in Bear Lake County official records; thence, Westerly along said North line, the following courses: North 76°00' West 127.07 feet, North 27°00' West 264.00 feet, North 88°00' West 528.00 feet, North 13°20' West 396.00 feet, and South 22°10' West 330.00 feet to the center line of the Natural Outlet Channel of Paris Creek; thence, Northerly along said center line, the following courses: North 35°55'27" West 123.28 feet, North 17°41'38" East 143.01 feet, North 23°55'06" East 143.66 feet, and North 44°01'01" East 217.92 feet to the center line of the Little Outlet Channel; thence, Southeasterly along said center line, the following courses: South 09°17'45" West 146.36 feet, South 24°17'33" East 351.62 feet, North 86°56'59" East 428.12 feet, South 41°14'34" East 115.67 feet, and South 46°41'09" East 170.53 feet to the North-South 1/4 line through said Section 6; thence, along said North-South 1/4 line, North 00°00'45" West 633.62 feet to the point of beginning.

PARCEL #3: A tract of land in Lot 9, Section 6, abovesaid Township and Range, being more particularly described as follows: Beginning at Government meander line angle point 2, said Section 6; thence, along the Northeasterly extension of that certain course from the meander corner between Section 6 and 7 to angle point 2, Section 6, abovesaid meander line, North 61°31'53" East 101.96 feet to the West line of that certain tract of land described in the conveyance from William L. and Emily M. Rich to the Telluride

Power Company, dated September 10, 1911, and recorded September 13, 1912, in Bear Lake County official records; thence, Southeasterly along said line, South 20°16'00" East 45.98 feet to the Government meander line on the Northerly side of Bear Lake; thence, Westerly along said meander line South 87°02'00" West 105.70 feet, to the point of beginning.

Defendants.

WHEREAS, it appears and the Court finds:

That the service of Summons in the above-entitled action was duly made upon the defendants by publication of the same once a week for four consecutive weeks ending December 15, 1978, in The News-Examiner, a public newspaper published in the City of Montpelier, County of Bear Lake, State of Idaho.

Thereinafter the time within which said defendants were required to appear and plead herein has expired; that they have not appeared herein; that no answer, motion or other written pleading has been served or filed herein; and that the default of said defendants was duly and regularly entered on the _____ day of _____, 1979; that the Court has heard proof of the allegations of said Complaint and has required the plaintiffs' witnesses to be examined on oath respecting the ownership and possession of the real property described in the said Complaint; and the Court being satisfied that the allegations of the Complaint are true and that the relief asked for should be granted;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the plaintiffs own in fee simple and are entitled to the quiet and peaceful possession of that certain parcel of land situated in the County of Bear Lake, State of Idaho, described as follows:

> PARCEL #1: Township 14 South, Range 44 East of the Boise Meridian. A tract of land in the Northeast 1/4 of the Southwesterly 1/4, in Section 6, being more particularly described as follows: Beginning at a point on the North line of Lot 8, said Section, from which said point of beginning, the Northeast corner of said Lot 8 bears South 88°38'41" East 782.02 feet distant; thence, from said point of beginning, Westerly along the North line of said Lot 8, North 88°38'41" West 113.25 feet to the center line of the Natural Outlet Channel of Paris Creek; thence, Northerly along said center line, North 01°52'11" East 254.40 feet, and North 08°18'11" East 324.44 feet, to the West line of that certain tract of land described in the conveyance from Henry and Anna B.

Teuscher to William L. Rich, dated June 8, 1898, and recorded March 12, 1902, in Bear Lake County official records; thence leaving said center line, Southeasterly and Southerly along the said Rich West line South 24°00'00" East 236.32 feet, and South 06°00'00" West 364.09 feet to the point of beginning.

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PARCEL #3: A tract of land in Lot 9, Section 6, abovesaid Township and Range, being more particularly described as follows: Beginning at Government meander line angle point 2, said Section 6; thence, along the Northeasterly extension of that certain course from the meander corner between Section 6 and 7 to angle point 2, Section 6, abovesaid meander line, North 61°31'53" East 101.96 feet to the West line of that certain tract of land described in the conveyance from William L. and Emily M. Rich to the Telluride Power Company, dated September 10, 1911, and recorded September 13, 1912, in Bear Lake County official records; thence, Southeasterly along said line, South 20°16'00" East 45.98 feet to the Government meander line on the Northerly side of Bear Lake; thence, Westerly along said meander line South 87°02'00" West 105.70 feet, to the point of beginning.

2. That the plaintiffs' title to said real property is hereby ever quiet against any and all claims or demands of the defendants and any person claiming under them to any estate, right, title, lien or interest in said real property.

3. That defendants and any person claiming under them are permanently enjoined and restrained from asserting any legal claims or

interest in or to said real property or any part thereof.

DATED this 6th day of July, 1979.

Francis J. Rasmussen
District Judge

INDEXED

126902

STATE OF IDAHO
County of Bear Lake
Date 12-14-81
Time 3:03 pm
Deputy
Clerk Joan P. Eborn
Fee 10.00

BOUNDARY LINE AGREEMENT AND CONVEYANCE

THIS AGREEMENT, made this 16th day of SEPTEMBER 1981, by and between EVAN H. POPE and DOTTY JO POPE, husband and wife; WAYNE H. NYE and GAIL S. NYE, husband and wife; and DON C. NYE and NORMA A. NYE, husband and wife; and the UNITED STATES OF AMERICA, acting by and through the U. S. Fish and Wildlife Service, Department of the Interior, for the purpose of establishing a common boundary line between their respective properties,

WITNESSETH:

WHEREAS, the above-named parties are the owners of parcels of land in Section 6 of T. 14 S., R. 44 E., Boise Meridian, which parcels have common boundaries as shown on "Exhibit B" attached hereto; and

WHEREAS, the true boundary line between the properties is uncertain because of past property descriptions and changes in certain water courses referred to in the descriptions; and

WHEREAS, the parties hereto have agreed to establish common boundaries between their respective properties that are capable of being surveyed and monumented;

NOW, THEREFORE, the above-named parties, for and in consideration of the mutual benefits to be derived therefrom, do hereby agree as follows:

1. That the common boundary between said properties henceforth be as described in "Exhibit A", attached hereto and by this reference made a part hereof;

2. That the boundary line as above described shall henceforth be the boundary line between the respective properties; and

3. That to accomplish the purpose of this agreement each party does hereby remise, release, and forever quitclaim to the other parties, their heirs, executors, and assigns, all of his right, title, and interest in and to the property of the others as described and being within the above-described boundary line.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed the day and year first above written.

Evan H. Pope

Evan H. Pope

Dotty Jo Pope

Dotty Jo Pope

Wayne H. Nye

Wayne H. Nye

Gail S. Nye

Gail S. Nye

Don C. Nye

Don C. Nye

Norma A. Nye

Norma A. Nye

U. S. FISH AND WILDLIFE SERVICE

by: Lawrence W. De Bates

Acting Regional Director

ACKNOWLEDGMENT

STATE OF Wyoming)
) ss
County of Lincoln)

On this 16 day of September in the year 19 81, before me, the undersigned, a notary public in and for the county and state aforesaid personally appeared Evan H. Pope and Dotty Jo Pope, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same.

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

Linda L. Ferguson
Notary Public

My Commission expires:
May 26, 1985

ACKNOWLEDGMENT

STATE OF Idaho)
) ss
County of Bear Lake)

On this 18 day of September in the year 19 81, before me, the undersigned, a notary public in and for the county and state aforesaid personally appeared Wayne H. Nye and Gail S. Nye, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same.

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

Lorna L. Humpherys
Notary Public

My Commission expires:
September

ACKNOWLEDGMENT

STATE OF Idaho)
)ss
County of Bear Lake)

On this 21st day of September in the year 1981, before me, the undersigned, a notary public in and for the county and state aforesaid personally appeared Don C. Nye and Norma Nye, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same.

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

Elaine W. Webb
Notary Public

My Commission expires:
September

ACKNOWLEDGMENT

STATE OF Oregon)
)ss
County of Multnomah)

On this 24th day of September in the year 1981 before me personally appeared Lawrence W. DeBates Acting Regional Director, U. S. Fish and Wildlife Service known to me to be the person described in and who executed the foregoing instrument and acknowledged to me he executed the same as his free act and deed.

Mary H. Spence
Notary Public in and for the State of Oregon residing at Portland, Oregon

My commission expires: 2/24/81

EXHIBIT A

ALL BEARINGS ARE BASED ON THE TRUE MERIDIAN.

T. 14 S., R. 44 E., BOISE MERIDIAN
A TRACT OF LAND BEING A PART OF THE SOUTH 1/2 OF SECTION 6, ABOVE SAID TOWNSHIP AND RANGE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF BLOOMINGTON CREEK FROM WHICH SAID POINT OF BEGINNING, THE GOVERNMENT MEANDER LINE ANGLE POINT 2, SAID SECTION 6 BEARS,

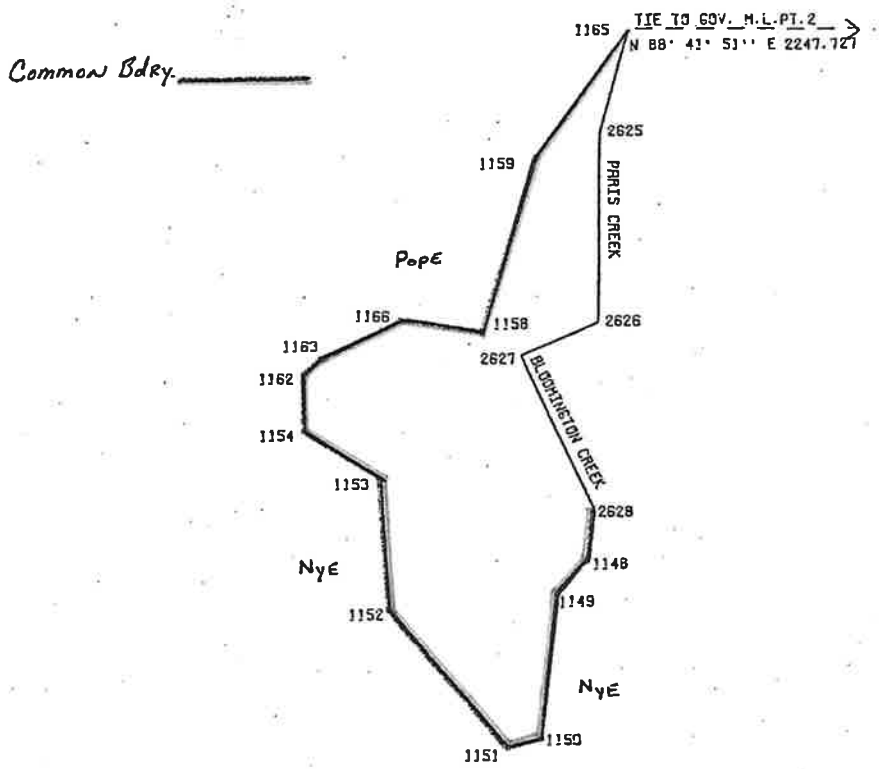
NORTH 76°58'08" EAST 2348.060 FEET DISTANT

THENCE, FROM SAID POINT OF BEGINNING,

	SOUTH 08°28'51" WEST	50.417 FEET,
	SOUTH 43°30'33" WEST	46.683 FEET,
	SOUTH 06°43'11" WEST	145.769 FEET,
	SOUTH 75°25'12" WEST	36.097 FEET,
	NORTH 40°24'37" WEST	179.006 FEET,
	NORTH 02°46'23" WEST	133.038 FEET,
	NORTH 58°01'58" WEST	89.551 FEET,
	NORTH 01°22'39" WEST	54.904 FEET,
	NORTH 48°41'40" EAST	28.632 FEET,
	NORTH 65°21'55" EAST	88.618 FEET,
	SOUTH 80°30'42" EAST	80.467 FEET,
	NORTH 16°57'15" EAST	179.959 FEET
AND	NORTH 37°01'58" EAST	162.515 FEET

TO A POINT ON THE CENTERLINE OF PARIS CREEK.

EXHIBIT "B"



COR.	BEARING	DISTANCE
TR178		
1165		
2625	S 16° 20' 44" W	107.153
2626	S 1° 8' 42" W	189.450
2627	S 67° 32' 39" W	85.682
2628	S 25° 21' 12" E	169.734
1148	S 8° 28' 51" W	50.417
1149	S 43° 30' 33" W	46.683
1150	S 6° 43' 11" W	145.769
1151	S 75° 25' 12" W	36.097
1152	N 40° 24' 37" W	179.006
1153	N 2° 46' 23" W	133.038
1154	N 58° 1' 58" W	89.551
1162	N 1° 22' 39" W	54.904
1163	N 48° 41' 40" E	28.632
1166	N 65° 21' 55" E	88.618
1158	S 80° 30' 42" E	80.467
1159	N 16° 57' 15" E	179.959
1165	N 37° 1' 58" E	162.515

AREAS

TR178	2.12 ACRES
TOTAL AREA	2.12 ACRES

THIS MAP WAS COMPILED FROM OFFICIAL PLATS OF THE BUREAU OF LAND MANAGEMENT, PRIVATE SURVEYS RECORDED AND UNRECORDED, FIELD SURVEYS MADE MAY 1981, BY THE FISH AND WILDLIFE SERVICE AND OFFICIAL RECORDS IN THE FILES THEREOF.



ACKNOWLEDGMENT

STATE OF Utah)
) ss
County of Cache)

On this 20th day of March, 19 79, before me the undersigned, a Notary Public in and for the State of Utah, duly commissioned and sworn personally appeared Alan J. Alder and Jean Alder known to me to be the individuals described in and who executed the foregoing instrument and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Notary Public in and for the State of Utah residing at Logan

My Commission Expires: January 12, 1983

Dated this 20 day of March, 1979.

Gerald J. Alder

Sandra Alder

Alan J. Alder

Jean Alder

ACKNOWLEDGMENT

STATE OF Utah)
) ss
County of Cache)

On this 20th day of March, 19 79, before me the undersigned, a Notary Public in and for the State of Utah, duly commissioned and sworn personally appeared Gerald J. Alder and Sandra Alder known to me to be the individuals described in and who executed the foregoing instrument and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of Utah residing at Logan

My Commission Expires: January 12, 1983

The exploration by the Grantors, their successors or assigns, the drilling for, development of, and the transportation or removal of oil and gas, and the control of abandoned wells or wells taken out of production, shall be conducted by the most approved methods as dictated by State law, and paramount consideration shall be given to the prevention of contamination by oil, field brine or of any other oil field contaminants or damage of the lands for wildlife refuge purposes. All structures erected for drilling, development, transportation or removal of oil or gas shall be held to a minimum. Any production waste in proximity to the sources must be confined as to prevent escape.

Provision must be made for the removal of oil field brine, by pipeline or other approved method, so as not to contaminate the lands or the waters of the refuge. In the event any damage to the lands or water, or lands and water, the Secretary of the Interior will be the sole authority in determining the extent of the damage immediately apparent or that may be reasonably anticipated growing out of the leakage of such contaminants.

It is mutually understood and agreed that in the exercise and use of the reservations herein, the Grantors, their successors and assigns, shall not disturb, damage, or destroy any improvements or property of the United States, within the refuge area and all such property so damaged or destroyed shall be replaced or repaired, at the option of the Secretary of the Interior, by the United States at the cost of the Grantors or by the Grantors; nor shall the Grantors, their successors and assigns, agents and employees, cut, burn, or destroy any timber, grass, or other natural growth within the refuge, nor shall the Grantors, their successors and assigns, agents and employees, take any bird, or nest or egg, or any other wildlife species except by written permission of the Secretary of the Interior or his duly authorized agent.

The use, occupation, and operation of the reservations retained herein, shall be subordinate to and subject to such rules and regulations as may be prescribed by the Secretary of the Interior governing the use, occupation, protection, and administration of land within the National Wildlife Refuge System under and in compliance with the provisions of Section 6 of the Act of February 18, 1929 (45 Stat. 1222), as amended by Section 301 of the Act of June 15, 1935 (49 Stat. 381).

The above land is acquired by the United States for the use of Fish and Wildlife Service, Department of the Interior, pursuant to Section 6 of the Act of February 18, 1929 (45 Stat. 1222), as amended by Section 301 of the Act of June 15, 1935 (49 Stat. 381) and the Migratory Bird Hunting Stamp Act of March 16, 1934, as amended.

To Have and To Hold the above described premises to the United States of America and its assigns, forever.

The Grantors hereby covenant to and with the United States and its assigns, that Grantors are lawfully seized in fee simple of the above granted premises, have a good and lawful right and power to sell and convey the same, that the same are free and clear of all encumbrances and that Grantors will warrant and forever defend the title thereto and quiet possession thereof against the lawful claims and demands of all persons whomsoever.

TO THE NORTHEAST CORNER OF SAID LOT 1, ALSO BEING ON THE NORTH LINE OF SAID SECTION;

THENCE, EASTERLY ALONG THE SAID NORTH LINE,

NORTH 89°56'14" EAST 1321.55 FEET

TO THE 1/4 CORNER COMMON TO SECTION 7 AND SAID SECTION 18, SAID TOWNSHIP AND RANGE;

THENCE, CONTINUING EASTERLY ALONG THE NORTH LINE OF SAID SECTION 18,

NORTH 89°58'26" EAST 1188.19 FEET

TO THE TRUE POINT OF BEGINNING.

CONTAINING 266.83 ACRES, MORE OR LESS.

The above tracts contain in the aggregate 343.41 acres, more or less.

Together with all water, water rights, water appropriations, ditches, ditch rights-of-way and ditch rights as heretofore used and enjoyed in connection with the above described lands.

RESERVING UNTO THE GRANTORS, their successors and assigns, the right to prospect for, mine, or remove oil and gas from the above described lands for a period of 20 years from the date of this deed, and so long thereafter as oil or gas is produced from said lands, or so long as Grantors, their successors and assigns, conduct drilling or reworking operations thereon with no cessation for more than sixty consecutive days until production results and if production results, so long as oil or gas is produced. The Grantors reserve unto themselves, their successors and assigns, the right to ingress and egress over the said lands in the exercise of the rights reserved herein.

In the event of oil or gas being discovered and developed, the Grantors covenant and agree that forty percent (40%) of the Grantors' interest in all oil and gas produced shall be paid to the United States, until the purchase price for the land has been recovered by the United States. This provision shall be exercised at the option of the United States in the event such oil or gas development should leave the land unusable for refuge purposes.

This provision for payment of forty percent (40%) of the Grantors' royalty interest to the United States shall apply to the royalties reserved in the existing lease hereinafter referred to, as well as to any leases hereafter executed by Grantors, their successors or assigns. All remaining royalties shall be recovered by the Grantors, their successors and assigns.

The land is now subject to the oil and gas lease in favor of Gerald A. Hancock, as per lease of record in the office of the County Clerk of Bear Lake County, Idaho, Instrument No. 107633 and this conveyance is subject to the rights of the lessee in said lease.

The oil and gas reservation made by the Grantors, their successors or assigns, after the expiration of the said lease to Hancock, shall contain the following stipulations for the protection of the United States.

BEGINNING AT THE MEANDER CORNER BETWEEN SECTIONS 7 AND 18, ABOVE-SAID TOWNSHIP AND RANGE;

THENCE, FROM SAID POINT OF BEGINNING AND FOLLOWING THE GOVERNMENT MEANDER LINE ALONG THE WESTERLY SIDE OF BEAR LAKE,

SOUTH 37°19'49" EAST 918.18 FEET

TO ANGLE POINT 1 OF SAID MEANDER LINE;

THENCE, CONTINUING ALONG SAID MEANDER LINE,

SOUTH 20°17'21" WEST 2426.39 FEET

TO ANGLE POINT 2 OF SAID MEANDER LINE;

THENCE, CONTINUING ALONG SAID MEANDER LINE,

SOUTH 33°09'47" EAST 1099.32 FEET

TO ANGLE POINT 3 OF SAID MEANDER LINE;

THENCE, CONTINUING ALONG SAID MEANDER LINE,

SOUTH 60°16'21" WEST 394.72 FEET

TO ANGLE POINT 4 of SAID MEANDER LINE;

THENCE, CONTINUING ALONG SAID MEANDER LINE,

SOUTH 11°31'59" EAST 300.63 FEET

TO A POINT THAT IS NORTHERLY 825.0 FEET (WHEN MEASURED AT RIGHT ANGLES TO) THE SOUTH LINE OF SAID SECTION 18;

THENCE, PARALLEL TO AND 825.0 FEET NORTHERLY OF (WHEN MEASURED AT RIGHT ANGLES TO) SAID SOUTH LINE,

SOUTH 89°58'23" WEST 1214.70 FEET

TO A POINT ON THE NORTH-SOUTH 1/4 LINE THROUGH SAID SECTION 18;

THENCE, CONTINUING PARALLEL TO AND 825.00 FEET NORTHERLY OF (WHEN MEASURED AT RIGHT ANGLES TO) SAID SOUTH LINE,

NORTH 89°57'48" WEST 1321.14 FEET

TO A POINT ON THE EAST LINE OF LOT 4 OF SAID SECTION 18;

THENCE, NORTHERLY ALONG THE EAST LINE OF LOTS 4 AND 3 OF SAID SECTION,

NORTH 00°06'33" WEST 1795.88 FEET

TO THE NORTHEAST CORNER OF SAID LOT 3, ALSO BEING ON THE EAST-WEST 1/4 LINE THROUGH SAID SECTION;

THENCE, NORTHERLY ALONG THE EAST LINE OF LOTS 2 AND 1,

NORTH 00°06'02" WEST 2618.36 FEET

	NORTH 67°22'09" EAST	112.41 FEET,
	NORTH 85°31'46" EAST	156.58 FEET,
	NORTH 39°41'50" EAST	55.05 FEET,
AND	NORTH 10°19'34" EAST	110.64 FEET

TO THE NORTH LINE OF LOT 8, SAID SECTION 6;

THENCE, FOLLOWING SAID NORTH LINE,

	SOUTH 88°38'41" EAST	113.25 FEET

TO THE WEST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE CONVEYANCE FROM HENRY AND ANNA B. TEUCHER TO WILLIAM L. RICH, DATED JUNE 8, 1898 AND RECORDED MARCH 12, 1902 IN BEAR LAKE COUNTY OFFICIAL RECORDS;

THENCE, NORTHERLY ALONG THE SAID RICH LINE,

	NORTH 06°00' EAST	364.09 FEET,
	NORTH 24°00' WEST	462.00 FEET,
AND	NORTH 22°10' EAST	330.00 FEET

TO AN ANGLE POINT ON SAID RICH LINE;

THENCE, CONTINUING EASTERLY ALONG THE SAID RICH LINE,

	SOUTH 13°20' EAST	396.00 FEET,
	SOUTH 88°00' EAST	528.00 FEET,
	SOUTH 27°00' EAST	264.00 FEET,
	SOUTH 76°00' EAST	198.00 FEET,
	NORTH 83°30' EAST	462.00 FEET,
AND	NORTH 68°15' EAST	287.80 FEET

TO THE WEST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE CONVEYANCE FROM W.L.AND EMILY M. RICH TO THE TELLURIDE POWER COMPANY, DATED SEPTEMBER 10, 1911 AND RECORDED SEPTEMBER 13, 1912 IN BEAR LAKE COUNTY OFFICIAL RECORDS;

THENCE, SOUTHEASTERLY ALONG THE SAID TELLURIDE POWER COMPANY WEST LINE,

	SOUTH 20°16' EAST	759.58 FEET

TO THE NORTHEASTERLY EXTENSION OF THAT CERTAIN COURSE FROM THE MEANDER CORNER BETWEEN SECTION 6 AND 7 TO ANGLE POINT 2, SECTION 6, ABOVESAID MEANDER LINE;

THENCE, SOUTHWESTERLY ALONG SAID MEANDER LINE EXTENSION,

	SOUTH 61°31'53" WEST	101.96 FEET

TO THE POINT OF BEGINNING.

CONTAINING 56.29 ACRES, MORE OR LESS.

TRACT (17b)

A TRACT OF LAND BEING A PART OF SECTION 18, SAID TOWNSHIP AND RANGE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SOUTH 87°11'12" WEST 93.45 FEET,
NORTH 67°04'30" WEST 48.15 FEET,
AND SOUTH 55°47'23" EAST 14.53 FEET

TO THE SOUTH RIGHT-OF-WAY LINE OF THE "PARIS-DINGLE" ROAD;

THENCE, EASTERLY ALONG THE SAID RIGHT-OF-WAY LINE,

NORTH 76°02'33" EAST 1500.60 FEET

TO THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 6;

THENCE, SOUTHERLY ALONG THE SAID NORTH-SOUTH 1/4 LINE,

SOUTH 00°00'45" EAST 760.46 FEET

TO THE POINT OF BEGINNING.

CONTAINING 20.29 ACRES, MORE OR LESS.

TRACT (17a)

A TRACT OF LAND BEING A PART OF THE SOUTH 1/2 OF SECTION 6, ABOVE SAID TOWNSHIP AND RANGE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT GOVERNMENT MEANDER LINE ANGLE POINT 2, SAID SECTION 6;

THENCE, FROM SAID POINT OF BEGINNING AND FOLLOWING THE GOVERNMENT MEANDER LINE ALONG THE NORTHWESTERLY SIDE OF BEAR LAKE,

SOUTH 61°31'53" WEST 1808.03 FEET

TO THE CENTER LINE OF BLOOMINGTON CREEK;

THENCE, NORTHERLY ALONG THE CENTER LINE MEANDERS OF BLOOMINGTON CREEK:

NORTH 07°49'27" WEST 160.65 FEET,
NORTH 00°46'44" WEST 99.79 FEET,
NORTH 14°59'12" WEST 71.33 FEET,
NORTH 65°20'29" WEST 53.53 FEET,
SOUTH 76°25'02" WEST 146.58 FEET,
NORTH 87°29'09" WEST 59.10 FEET,
NORTH 68°10'38" WEST 73.52 FEET,
NORTH 47°37'05" WEST 166.63 FEET,
SOUTH 70°49'36" WEST 110.10 FEET,
SOUTH 33°38'48" WEST 54.74 FEET,
SOUTH 61°28'33" WEST 91.84 FEET,
AND NORTH 25°21'12" WEST 169.73 FEET

TO THE CENTER LINE OF THE NATURAL OUTLET CHANNEL OF PARIS CREEK;

THENCE, NORTHERLY ALONG THE CENTER LINE OF THE NATURAL OUTLET CHANNEL OF PARIS CREEK:

NORTH 67°32'41" EAST 85.68 FEET,
NORTH 01°08'42" EAST 189.45 FEET,
NORTH 16°20'45" EAST 155.53 FEET,

#4

117865 UNRECORDED

STATE OF IDAHO
County of Bear Lake
Date March 21, 1979
Time 1:30 P.M.
No. Microfilmed
Clerk Roy Bunderson
Jo Linton, Deputy

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That GERALD J. ALDER and SANDRA ALDER, his wife, and ALAN J. ALDER and JEAN ALDER, his wife, hereinafter called Grantors, for and in consideration of the sum of One Hundred Thirteen Thousand Three Hundred Twenty-Five and 30/100 Dollars ($113,325.30) which sum is the true consideration for this transfer, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to the UNITED STATES OF AMERICA and its assigns, all of the real property with the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, situated in the County of Bear Lake, State of Idaho, to-wit:

ALL BEARINGS ARE BASED ON THE TRUE MERIDIAN.

T. 14 S., R. 44 E., BOISE MERIDIAN:

TRACT (17)

A TRACT OF LAND IN THE EAST 1/2 OF THE WEST 1/2 AND GOVERNMENT LOT 5, SECTION 6, ABOVESAID TOWNSHIP AND RANGE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER 1/4 CORNER OF SAID SECTION 6;

THENCE, FROM SAID POINT OF BEGINNING AND ALONG THE NORTH-SOUTH 1/4 LINE THROUGH SAID SECTION,

SOUTH 00°00'45" EAST 633.62 FEET

TO THE CENTER LINE OF WHAT IS KNOWN AS THE "LITTLE OUTLET";

THENCE, BY MEANDER ALONG THE CENTER OF SAID "LITTLE OUTLET" THE FOLLOWING COURSES:

	NORTH 46°41'09" WEST	170.53 FEET,
	NORTH 41°14'34" WEST	115.67 FEET,
	SOUTH 86°56'59" WEST	428.12 FEET,
	NORTH 24°17'33" WEST	351.62 FEET,
AND	NORTH 09°17'45" EAST	149.48 FEET

TO THE EAST-WEST 1/4 LINE THROUGH SAID SECTION 6;

THENCE, EASTERLY ALONG THE SAID EAST-WEST 1/4 LINE,

SOUTH 88°48'31" EAST 26.93 FEET

TO THE EAST BANK OF THE NATURAL OUTLET CHANNEL OF PARIS CREEK;

THENCE, NORTHERLY ALONG THE EAST BANK OF SAID CHANNEL, THE FOLLOWING COURSES:

NORTH 22°42'17" EAST	72.72 FEET,
NORTH 08°15'24" EAST	195.32 FEET,
NORTH 68°31'53" WEST	479.58 FEET,
SOUTH 75°05'28" WEST	226.94 FEET,

Return Address:
Pamela Benn
U.S. Fish and Wildlife Service
Division of Realty & Refuge Information
NWRS/RRI: Benn
911 NE 11th Ave.
Portland, OR 97232-4181

This document has been recorded electronically. Please see the attached copy to view the County Recorder's stamp as it now appears in the public record.
Date: 6-10-11 Instrument No.: 210098
Submitted by: First Idaho Title Company

WARRANTY DEED

Grantors:

Elizabeth Hart Barnes Family, LLC

a Utah Limited Liability Company

4812 Adams Avenue

Ogden, UT 84403

Grantee:

United States of America

Legal Description:

Boise Meridian, T. 14 S., R. 44 E., sec. 7, lots 4, 5 and a portion of lot 6

See Full Legal Description

Assessor's Property Tax Parcel Account Number:

4844

In[illegible]ument # 210098
BE[illegible]AKE COUNTY
06-10-2011 01:14:55 No. of Pages: 3
Recorded for: FIRST IDAHO TITLE COMPANY
KERRY HADDOCK Fee: $16.00
Ex-Officio Recorder Deputy: cg
Index to: WARRANTY DEED

Return Address:
Pamela Benn
U.S. Fish and Wildlife Service
Division of Realty & Refuge Information
NWRS/RRI: Benn
911 NE 11th Ave.
Portland, OR 97232-4181

WARRANTY DEED

Grantors:

Elizabeth Hart Barnes Family, LLC

a Utah Limited Liability Company

4812 Adams Avenue

Ogden, UT 84403

Grantee:

United States of America

Legal Description:

Boise Meridian, T. 14 S., R. 44 E., sec. 7, lots 4, 5 and a portion of lot 6

See Full Legal Description

Assessor's Property Tax Parcel Account Number:
4844

WARRANTY DEED

The Grantor, Elizabeth Hart Barnes Family, LLC, for and in consideration of the sum of Sixty Four Thousand and No/100 Dollars ($64,000.00), receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey to the UNITED STATES OF AMERICA and its assigns, the following described real property located in the Bear Lake County, State of Idaho, containing 119.08 acres, more or less, to wit:

Lots 4 and 5 of Section 7, Township 14 South, Range 44 East, Boise Meridian, in Idaho.

ALSO, Commencing at the Southwest Corner of Lot 6 in Section 7, Township 14 South, Range 44 East of Boise Meridian, running thence North 7 chains and 50 links; thence East about 20 chains to the Eastern boundary line of said Lot 6; thence following the said Eastern boundary line in a Southeasterly direction about 9 chains to the Southeast Corner of said Lot 6; thence West about 24 chains to the place of beginning.

TOGETHER WITH the Grantor's right, title and interest in and to all mineral interests, water rights, easements, and appurtenances to said property;

The land is conveyed subject to existing easements for public roads and highways, railroads, pipelines, and public utilities

The Grantor further remise, release, and forever quitclaim to the UNITED STATES OF AMERICA, and its assigns, all right, title and interest which the Grantors may have in the banks, beds and waters of any streams bordering the said land conveyed and also all interest in any alleys, roads, streets, ways, strips, gores or railroad rights-of-way abutting or adjoining said land and in any means of ingress or egress appurtenant thereto.

The Grantor hereby covenant to and with the United States of America and its assigns, that Grantors are lawfully seized in fee simple of the above-granted real property, have a good and lawful right and power to sell and convey the same, that the same is free and clear of all encumbrances, except as shown herein, and that Grantor will forever warrant and defend the title thereto and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

TO HAVE AND TO HOLD the above described premises together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any way appertaining unto the UNITED STATES OF AMERICA and its assigns forever.

The acquiring agency is the United States Department of the Interior, U.S. Fish and Wildlife Service.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 9th day of June, 2011.

LA-Idaho
Bear Lake NWR
Elizabeth Hart Barnes Family, LLC (20)

Manager
Elizabeth Hart Barnes Family, LLC

ACKNOWLEDGMENT

STATE OF)
ss
County of)

On this 9th day of June, 2011, before me Kathleen J Daniel, personally appeared, Norman Barnes known to me to be the person described in and who executed the foregoing instrument and acknowledged to me he executed the same as his free act and deed and on oath stated that he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposed mentioned in the instrument.

Dated: June 9, 2011

Notary Public for and in for the State of Utah
Residing at Ogden UT
My appointment expires 12-7-2014

WITNESS my hand and official seal.

Notary Public
KATHLEEN J. DANIEL
Commission #603843
My Commission Expires
December 07, 2014
State of Utah

LA-Idaho
Bear Lake NWR
Elizabeth Hart Barnes Family, LLC (20)

Order No. 2684

142020

STATE OF IDAHO
County of Bear Lake
Date Oct. 29, 1986
Time 4:05 PM
Deputy Jana Jensen
Clerk Joan P. Eborn
Fee 4.00

WARRANTY DEED

The Grantor, TRI-STATE BANK AND TRUST, for and in consideration of the sum of Thirty Thousand Three Hundred and 00/100 Dollars ($30,300.00), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the UNITED STATES OF AMERICA and its assigns, all of the real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Bear Lake, State of Idaho, to-wit:

Township 14 South, Range 44 East of the Boise Meridian:

Section 18: Lots 2 and 3;
ALSO, all that portion of Lot 1, lying South of the present established road running East from the City of Paris, Idaho, to the Utah Power and Light Company's "Dike" located in said section 18, aforesaid.

EXCEPT THEREFROM, any portion lying within the right-of-way of said road.

Together with the Grantor's right, title, and interest in and to all mineral and water rights appurtenant to said property.

The land is conveyed subject to existing easements for public roads, pipelines, and public utilities.

TO HAVE AND TO HOLD the above described premises to the UNITED STATES OF AMERICA and its assigns, forever.

The Grantor further remises, releases, and forever quitclaims to the United States and its assigns, all right, title, and interest which the Grantor may have in any roads abutting or adjoining said land and in any means of ingress or egress appurtenant thereto.

The land is being acquired by the Department of the Interior, Fish and Wildlife Service.

The Grantor hereby covenants to and with the United States and its assigns, that Grantor is lawfully seised in fee simple of the above granted premises, has a good and lawful right and power to sell and convey the same, that the same are free and clear of all encumbrances and that Grantor will warrant and forever defend the title thereto and quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Dated this 17th day of September, 1986.

TRI-STATE BANK AND TRUST

By: [signature]

By: [signature]

CORPORATION ACKNOWLEDGEMENT

STATE OF IDAHO)
) SS.
COUNTY OF BEAR LAKE)

On SEPTEMBER 17 1986, before me, a Notary Public in and for said State, personally appeared WILLIS G. CANDLAND (NAME), and AUDREY NICHOLSON (NAME), personally known to me or proved to me on the basis of satisfactory evidence to be the persons who executed the within instrument as the President (OFFICIAL TITLE), and Secretary (OFFICIAL TITLE), respectively, of the Corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature [signature]

NOTARY PUBLIC STATE OF IDAHO

Tri-State Bank and Trust (43)
Bear Valley NWR
Page 2 of 2 pages

months in any consecutive 12-month period. Actual exposures shall be kept as far below these values as practicable.

(2) In enforcing this section, the Director of the Bureau of Labor Standards may at any stage approve variations in individual cases from the limitation set forth in subparagraph (1) of this paragraph to comply with the requirements of the Act upon a showing to the satisfaction of the Director by an employer having a mine with conditions resulting in an exposure of more than 4 working level months but not more than 12 working level months in any 12 consecutive months that (i) under the particular facts and circumstances involved the working conditions of the employees so exposed are such that their health and safety are protected, and (ii) the employer has a bona fide plan to reduce the levels of exposure to those specified in subparagraph (1) of this paragraph as soon as practicable, but in no event later than January 1, 1971.

(c) (1) For uranium mines, records of environmental concentrations in the occupied parts of the mine, and of the time spent in each area by each person involved in underground work shall be established and maintained. These records shall be in sufficient detail to permit calculations of the exposures, in units of working level months, of the individuals and shall be available for inspection by the Secretary of Labor or his authorized agents.

(2) For other than uranium mines and for surface workers in all mines, subparagraph (1) of this paragraph will be applicable: *Provided, however,* That if no environmental sample shows a concentration greater than 0.33 working level in any occupied part of the mine, the maintenance of individual occupancy records and the calculation of individual exposures will not be required.

(d) (1) At the request of an employee (or former employee) a report of the employee's exposure to radiation as shown in records maintained by the employer pursuant to paragraph (c) of this section, shall be furnished to him. The report shall be in writing and contain the following statement:

This report is furnished to you under the provisions of the U.S. Department of Labor, Radiation Safety and Health Standards (41 CFR Part 50-204, section 321(d)). You should preserve this report for future reference.

(2) The former employee's request should include appropriate identifying data, such as social security number and dates and locations of employment.

(Sec. 4, 49 Stat. 2036, 2038; 41 U.S.C. 38; sec. 7, 60 Stat. 241; 5 U.S.C. 556(d))

Signed at Washington, D.C., this 24th day of December 1968.

WILLARD WIRTZ,
Secretary of Labor.

[F.R. Doc. 68-15479; Filed, Dec. 27, 1968; 8:47 a.m.]

Title 43—PUBLIC LANDS: INTERIOR

Chapter II—Bureau of Land Management, Department of the Interior

APPENDIX—PUBLIC LAND ORDERS

[Public Land Order 4545]

[Idaho 016471]

IDAHO

Addition of Lands to Bear Lake National Wildlife Refuge

By virtue of the authority vested in the President and pursuant to Executive Order No. 10355 of May 26, 1952 (17 F.R. 4831), it is ordered as follows:

The following described public land which is under the jurisdiction of the Secretary of the Interior, is hereby withdrawn from all forms of appropriation under the public land laws, including the mining laws (30 U.S.C., ch. 2), but not from leasing under the mineral leasing laws, and added to and made a part of the Bear Lake National Wildlife Refuge:

BOISE MERIDIAN

T. 14 S., R. 44 E.,
Sec. 15, unsurveyed part of S½S½.

The area described contains approximately 48.81 acres in Bear Lake County.

HARRY R. ANDERSON,
Assistant Secretary of the Interior.

DECEMBER 23, 1968.

[F.R. Doc. 68-15464; Filed, Dec. 27, 1968; 8:46 a.m.]

[Public Land Order 4546]

[Oregon 3128]

OREGON

Withdrawal for Umatilla Substation Site, Bonneville Power Administration

By virtue of the authority vested in the President and pursuant to Executive Order No. 10355 of May 26, 1952 (17 F.R. 4831), it is ordered as follows:

Subject to valid existing rights, the following described public lands, which are under the jurisdiction of the Secretary of the Interior, are hereby withdrawn from all forms of appropriation under the public land laws, including the mining laws (30 U.S.C., Ch. 2), but not from leasing under the mineral leasing laws and reserved for the Umatilla Substation of the Bonneville Power Administration:

WILLAMETTE MERIDIAN

T. 5 N., R. 28 E.,
Sec. 14, lots 15 and 16, and S½SE¼.

The areas described aggregate 111.51 acres in Umatilla County.

2. The withdrawal made by this order does not alter the applicability of those public land laws governing the use of the lands under lease, license, or permit, or governing the disposal of their mineral or vegetative resources other than under the mining laws.

HARRY R. ANDERSON,
Assistant Secretary of the Interior.

DECEMBER 23, 1968.

[F.R. Doc. 68-15465; Filed, Dec. 27, 1968; 8:46 a.m.]

Case File Page 2 of 89

prepoposal or information conferences in connection with subparagraph (1) or (2) of this paragraph, a reasonable number of access authorizations will be furnished without charge.

• • • • •

(Sec. 161, Atomic Energy Act of 1954, as amended, 68 Stat. 948, 42 U.S.C. 2201; sec. 205, Federal Property and Administrative Services Act of 1949, as amended, 63 Stat. 390, 40 U.S.C. 486)

Effective date: This amendment is effective upon publication in the FEDERAL REGISTER.

Dated at Germantown, Md., this 8th day of May 1968.

For the U.S. Atomic Energy Commission.

ROBERT A. KOHLER,
Acting Director,
Division of Contracts.

[F.R. Doc. 68-5735; Filed, May 14, 1968; 8:45 a.m.]

Chapter 101—Federal Property Management Regulations

SUBCHAPTER E—SUPPLY AND PROCUREMENT

PART 101-26—PROCUREMENT SOURCES AND PROGRAMS

Subpart 101-26.5—GSA Procurement Programs

PROCUREMENT OF ELECTRONIC DATA PROCESSING TAPE

Procedures are established for the procurement of electronic data processing tape by GSA for Government agencies and, as authorized by appropriate Government agencies, Government contractors and grantees.

The table of contents for Part 101-26 is amended by the addition of the following new entries:

101-26.508	Electronic data processing tape.
101-26.508-1	Tape, 800 BPI, one-half inch (Interim Federal Specification W-T-0051a (GSA-FSS)).
101-26.508-2	Tape not covered by Interim Federal Specification W-T-0051a (GSA-FSS).

Subpart 101-26.5 is amended by the addition of new §§ 101-26.508, 101-26.508-1, and 101-26.508-2 as follows:

§ 101-26.508 Electronic data processing tape.

Procurement by executive agencies of electronic data processing tape shall be accomplished in accordance with the provisions of this § 101-26.508. Government contractors and grantees authorized by appropriate Government agencies to use GSA supply sources and other Federal agencies may participate in this program.

§ 101-26.508-1 Tape, 800 BPI, one-half inch (Interim Federal Specification W-T-0051a (GSA-FSS)).

Federal Supply Schedule, FSC Group 53, Part V, section A, includes contracts for Government requirements of 800 BPI, one-half inch, electronic data processing tape (Interim Federal Specification W-T-0051a (GSA-FSS)). Agencies required to utilize this schedule shall, and other agencies may, order therefrom such tape requirements in accordance with the applicable provisions of the current Schedule. In addition, the Schedule is available for purchases by Government contractors and grantees which have been so authorized by a Government agency to use this source.

(a) To the maximum extent feasible, agencies shall develop procedures which will permit planned requirements consolidation on an agencywide basis when the efforts are expected to result in significant price advantages to the Government. If agencywide consolidation is not feasible, consideration shall be given to the potential for consolidation of individual small requirements at any agency level which is expected to enable the Government to benefit from lower prices generally obtainable through contracts for large volume procurements.

(b) Requirements exceeding the maximum order limitation of Federal Supply Schedule, FSC Group 53, Part V, Section A, shall be forwarded to General Services Administration, Federal Supply Service, Procurement Operations Division—FPN, Washington, D.C. 20406, for purchase action as specified in the special provisions of the current Schedule. In those cases where an agency anticipates a need for scheduled deliveries, minimum or maximum order quantities, or other special arrangements, GSA will develop specific provisions designed to accommodate the needs of the particular agency. These provisions will be based on information furnished by the agency concerned, for inclusion in solicitations for offers and resultant contracts. Agencies should allow sufficient leadtime (see § 101-26.102-3) in establishing required delivery dates to permit orderly procurement by GSA, including acceptance testing and delivery to destination.

§ 101-26.508-2 Tape not covered by Interim Federal Specification W-T-0051a (GSA-FSS).

Requirements for types of electronic data processing tape other than those covered by Interim Federal Specification W-T-0051a (GSA-FSS) or current Federal Supply Schedules shall be submitted to GSA in a manner similar to that set forth in § 101-26.401-3). GSA will either arrange for the procurement of such requirements or advise the submitting agency as to other appropriate action to be taken.

(Sec. 205(c), 63 Stat. 390; 40 U.S.C. 486(c))

Effective date: This regulation is effective upon publication in the FEDERAL REGISTER.

Dated: May 8, 1968.

LAWSON B. KNOTT, JR.,
Administrator of General Services.

[F.R. Doc. 68-5793; Filed, May 14, 1968; 8:49 a.m.]

Title 43—PUBLIC LANDS: INTERIOR

Chapter II—Bureau of Land Management, Department of the Interior

APPENDIX—PUBLIC LAND ORDERS

[Public Land Order 4415]

[Idaho 016471]

IDAHO

Withdrawal for Bear Lake National Wildlife Refuge

By virtue of the authority vested in the President and pursuant to Executive Order No. 10355 of May 26, 1952 (17 F.R. 4831), it is ordered as follows:

Subject to valid existing rights, and to valid claims, if any, of the State of Idaho, the following described public lands which are under the jurisdiction of the Secretary of the Interior, are hereby withdrawn from all forms of appropriation under the public land laws, including the mining laws (30 U.S.C., Ch. 2), but not from leasing under the mineral leasing laws, for the Bear Lake National Wildlife Refuge:

BOISE MERIDIAN

T. 14 S., R. 44 E.,
- Sec. 5, lots 7, 8, and 9;
- Sec. 6, lots 11 to 14, inclusive;
- Sec. 7, lots 9 to 18, inclusive, and SE¼SE¼;
- Sec. 8, lots 5 to 20, inclusive;
- Sec. 16, unsurveyed part of SW¼NW¼ and SW¼;
- Sec. 17, lots 2 to 6, inclusive, all of the unsurveyed part of the S½N½ and S½;
- Sec. 18, lot 9 and all of the unsurveyed part of the E½;
- Sec. 19, all of the unsurveyed part of the E½;
- Sec. 20, unsurveyed;
- Sec. 21, lots 1 to 4, inclusive, NW¼NE¼ and all of the remaining unsurveyed part;
- Sec. 22, lots 1, 2, 3, and all of the remaining unsurveyed part;
- Sec. 23, unsurveyed part of the W½SW¼;
- Sec. 26, S½NE¼, and all of the unsurveyed part of the W½;
- Secs. 27, 28, 29, 32, 33, and 34, unsurveyed;
- Sec. 30, unsurveyed part of the E½;
- Sec. 31, unnsurveyed part of E½W½ and E½;
- Sec. 35, lots 3 and 4 and all the unsurveyed part.

T. 15 S., R. 44 E.,
- Sec. 1, lots 5, 6, 9, 10, and the unsurveyed portion of the W½W½;
- Secs. 2 to 5, inclusive, unsurveyed;
- Sec. 6, lots 1 to 5, inclusive and all the unsurveyed part;
- Sec. 7, the unsurveyed parts of the E½, E½NW¼, and NE¼SW¼;
- Secs. 8 to 11, inclusive, unsurveyed;
- Sec. 12, lots 2, 3, 6, 7, NE¼NW¼ and all the remaining unsurveyed part of the W½;
- Sec. 13, lots 2, 3, 6, and all of the unsurveyed part of the NE¼NW¼ and W½W½;
- Sec. 14, lot 1 and the unsurveyed part of the N½, N½S½, and S½SE¼ lying north of lots 1 to 4, inclusive;
- Sec. 15, all the unsurveyed part of the N½ lying north of lots 1 to 4, inclusive;
- Sec. 16, all the unsurveyed part of the N½N½ and SE¼NE¼ lying north of lots 1 to 4, inclusive;

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Sec. 17, all the unsurveyed part of the N½N½;
Sec. 18, all the unsurveyed part of the N½NE¼;
Sec. 23, all the unsurveyed part of the NE¼NE¼ lying northeast of lot 1;
Sec. 24, all of the unsurveyed part lying north of lot 2.

The areas described aggregate approximately 17,573 acres in Bear Lake County.

HARRY R. ANDERSON,
Assistant Secretary of the Interior.

MAY 9, 1968.

[F.R. Doc. 68-5755; Filed, May 14, 1968; 8:46 a.m.]

Title 46—SHIPPING

Chapter IV—Federal Maritime Commission

SUBCHAPTER B—REGULATIONS AFFECTING MARITIME CARRIERS AND RELATED ACTIVITIES

[General Order 13, Amdt. 1]

PART 536—FILING OF TARIFFS BY COMMON CARRIERS BY WATER IN THE FOREIGN COMMERCE OF THE UNITED STATES AND BY CONFERENCES OF SUCH CARRIERS

Transportation of U.S. Military Cargo by American-Flag Common Carriers by Water; Special Permission

Section 18(b), Shipping Act, 1916, as amended, and Commission General Order No. 13 provide tariff filing requirements applicable to common carriers by water in the foreign commerce of the United States.

With respect to the transportation of military cargo, Public Law 198, approved April 28, 1904, with certain exceptions, restricts the carriage of military cargo to American-flag vessels on the one hand and limits the assessment of freight charges to a level not greater than that charged for the transportation of like goods for private parties or companies, on the other.

Unlike regulations covering the transportation of Government property at free or reduced rates in the domestic commerce, there are no regulations which either prohibit or provide for the establishment of such special rates applicable to U.S. Government property or military supplies moving in our foreign commerce. However, it is customary for American-flag common carriers to provide lower freight rates for Government cargo than the rates which are established for commercial trade.

The Military Sea Transportation Service (MSTS), pursuing its mission of providing ocean transportation for the movement of U.S. military cargo, presently procures commercial common carrier service at negotiated rates under a competitive bidding system.

There is no exemption from the filing requirements set forth in section 18(b) of the Act and in General Order No. 13. Therefore, the American-flag carriers which tender rates to MSTS for approval, have been required to file such rates with the Federal Maritime Commission pursuant to the above requirements. In order to relieve such carriers of these requirements, the Federal Maritime Commission hereby adopts regulations which will govern the submission to the Commission of quotations or tenders of rates or charges for the transportation of military cargo.

Therefore, pursuant to the provisions of section 4, Administrative Procedure Act (5 U.S.C. 553), and sections 18(b)(2) and 43, Shipping Act, 1916, as amended (46 U.S.C. 817(b), 841(a)), Part 536 of Title 46 Code of Federal Regulations is hereby amended by adding a new § 536.14 reading as follows:

§ 536.14 Transportation of U.S. Department of Defense cargo under competitive rates approved by Military Sea Transportation Service.

(a) All American-flag carriers operating in the foreign commerce of the United States, are hereby granted continuing special permission to file on one day's notice in the form and manner indicated in paragraph (c) of this section, all rates or charges for the transportation of U.S. Department of Defense cargo transported under rates, terms and conditions negotiated and approved by the MSTS.

(b) The provisions of this special permission shall apply to copies of quotations or tenders made by American-flag common carriers by water in the foreign commerce of the United States to the MSTS.

(c) Copies of all quotations or tenders by common carriers to which this special permission applies shall be submitted to this Commission on or after the effective date of this special permission and shall comply with subparagraphs (1) through (6), inclusive, of this paragraph.

(1) *Copies to be submitted to the Federal Maritime Commission after approval by MSTS.* Exact copies of the quotation or tender shall be filed with this Commission as soon as possible after the quotation or tender is approved by MSTS on not less than 1 day's filing notice prior to the effective date thereof.

(2) *Filing in triplicate required.* All quotations or tenders shall be filed in triplicate, one copy of which shall be signed and maintained at the Washington office of this Commission for public inspection. The tender shall represent only rates and conditions which have been accepted by the MSTS.

(3) *Filing procedure.* Three copies of the quotations or tenders shall be filed together with a letter of transmittal which clearly indicates that they are being filed in accordance with the requirements of section 18(b), Shipping Act, 1916, and this section.

(4) *Numbering.* The copies of quotations or tenders which are filed with the Commission by each carrier or agent shall be numbered consecutively in a series maintained by such carrier or agent beginning with the number "1".

(5) *Quotation or tender superseding prior one.* A quotation or tender which supersedes a prior quotation or tender shall cancel the prior document by number.

(6) *Amendments or supplements to quotations or tenders.* When amendments or supplements are filed to quotations or tenders, they shall have been first approved by MSTS and shall contain appropriate reference to the original tender which the supplement amends.

Notice and public procedure are not necessary prerequisites for the promulgation of this amendment since it grants a limited waiver of the requirements otherwise imposed by the rules of Part 536.

Effective date: The amendment contained herein shall become effective 30 days following the date of publication in the FEDERAL REGISTER.

By the Commission.

THOMAS LISI,
Secretary.

[F.R. Doc. 68-5795; Filed, May 14, 1968; 8:48 a.m.]

Title 47—TELECOMMUNICATION

Chapter I—Federal Communications Commission

[FCC 68-498]

PART 0—COMMISSION ORGANIZATION

PART 1—PRACTICE AND PROCEDURE

Authority Delegated and Pleadings; Filing Periods

1. The amendments to the rules and regulations set forth below are intended to provide for the more efficient and expeditious disposition of certain matters coming before the Commission for consideration.

2. Under § 0.371, as amended, the Chief, Office of Opinions and Review, is authorized to act on all motions or petitions for extensions of time in hearing matters pending before the Commission, including those which are contested. Normally oppositions to such motions do not raise questions warranting Commission consideration. He is also authorized to issue orders, in accordance with Commission instruction, specifying or changing the day or hour of oral argument. The day and hour of argument are dependent upon the availability of the Commissioners at the time selected and are determined by them in consultation. The delegation will expedite the issuance of orders implementing that determination.

3. In view of the need for prompt action on requests for temporary relief, we are reducing the filing period for oppositions to such requests and are precluding the filing of replies to oppositions. Under § 1.45(d), as amended, 7 days, including Saturdays, Sundays, and holidays, are allowed for filing oppositions, and additional time will not be allowed under § 1.4(g) when the request is served by mail.

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Flying S Title and Escrow of Idaho, Inc.
469 Washington St
Montpelier, ID 83254
Phone: (208)847-1300 / Fax: (208)847-1314

PR: AFFGRP **Ofc:** 38 (14077)

Final Invoice

To: US Fish and Wildlife Service
911 NE 11th Ave.
Portland, OR 97232

Invoice No.: 14077 - 381001173
Date: 12/05/2023
Our File No.: 1120759-MON
Title Officer: Carrie Hemmert
Escrow Officer:
Customer ID: 481829

Attention: Danielle Zarlengo
Your Ref.: USA Tract #17

Liability Amounts

RE: **Property:**
, ID

Buyers:
Sellers: United States of America

Description of Charge	Invoice Amount
Guarantee-Recorded Document Guarantee	$350.00
Work Charge - copies 28 pages	$28.00

INVOICE TOTAL **$378.00**

Comments:

Thank you for your business!

To assure proper credit, please send a copy of this Invoice and Payment to:
Attention: Accounts Receivable Department
NOTE NEW REMITTANCE ADDRESS, LB# 1083, Flying S Title and Escrow, PO Box 35146
Seattle, WA 98124-5146

GUARANTEE

Issued by

Flying S Title and Escrow of Idaho, Inc.
469 Washington St, Montpelier, ID 83254
Title Officer: Carrie Hemmert
Phone: (208)847-1300
FAX: (208)847-1314

First American Title™

Form 5010500 (7-1-14)

Guarantee Number: 501055-

Guarantee Face Page

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

First American Title™

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

This jacket was created electronically and constitutes an original document

First American Title

Guarantee

Recorded Document Guarantee
ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
5010500-1120759-MON

LIABILITY: **$3,500.00** ORDER NO.: **1120759-MON**

FEE: **$350.00** REFERENCE NO.: **USA Tract #17**

First American Title Insurance Company
a Nebraska corporation, herein called the Company,
SUBJECT TO THE TERMS, LIMITATIONS AND CONDITIONS OF
THE APPLICATION FOR THIS GUARANTEE
EXECUTED ON November 30, 2023
WHICH APPLICATION, OR COPY THEREOF, IS ATTACHED HERETO AND
MADE A PART OF

GUARANTEES

The United States of America

herein called the Assured, against loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

Any claim or other notice to the Company shall be in writing and shall be addressed to the Company at 1 First American Way, Santa Ana, California 92707.

THIS GUARANTEE IS NOT VALID AND THE COMPANY SHALL HAVE NO LIABILITY HEREUNDER UNLESS THE APPLICATION REFERRED TO ABOVE OR COPY THEREOF AND SCHEDULE A ARE ATTACHED HERETO.

Dated: **November 15, 2023** at **7:30 A.M.**

By:
Authorized Countersignature

First American Title

Recorded Document Guarantee

ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
5010500-1120759-MON

Schedule A

Order No.: 1120759-MON

The assurances referred to on the face page are, that, based on a search of the records indicated in the Application referred to on the face page hereof, the following identified and attached documents constitute all of the Designated Documents requested in the Application.

Designated Documents:

1. Quit Claim Deed recorded May 25, 1918 as instrument number 15653, Book 24, page 80
2. Conveyance of Interest recorded September 6, 1952 as instrument number 66965, Misc. Book 7, page 609
3. Decree of Final Distribution recorded October 1, 1952 as instrument number 67014, Book 45, page 66
4. Warranty Deed recorded April 12, 1976 as instrument number 108078
5. Quit Claim Deed recorded April 12, 1976 as instrument number 108081
6. Warranty Deed recorded April 12, 1976 as instrument number 108083
7. Warranty Deed recorded April 12, 1976 as instrument number 108085
8. Quit Claim Deed recorded April 19, 1976 as instrument number 108142
9. Warranty Deed recorded March 21, 1979 as instrument number 117865

APPLICATION FOR THE ISSUANCE OF A RECORDED DOCUMENT GUARANTEE

Applicant, for the purpose of purchase, sale, lease or loan, is in the process of investigating the prior ownerships and uses of the Subject Property. As only a component of that investigation, Applicant hereby requests the Company to furnish Applicant with a Recorded Document Guarantee, which Guarantee will set forth and attach copies of the Designated Documents. The Guarantee is being provided to Applicant solely for the purpose of facilitating any innocent landowner or purchaser defenses which may be available under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended. It is provided for the sole use and benefit of Applicant and may not be used or relied upon by any other party.

1. The following terms when used in the Application and the Recorded Document Guarantee shall mean:

   a. **Applicant** - The party or parties which have executed this Application and which are shown as the Assured in the Guarantee.

   b. **CERCLA** - Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

   c. **Company** - First American Title Insurance Company.

   d. **Designated Documents** - Those documents specifically designated by Applicant in paragraphs 3a or 3b, and in paragraph 4 and which describe the Subject Property or any portion thereof and which are not Excluded Documents.

   e. **Excluded Documents** - Any of the following:

      (i) documents indexed in the Company's title plant records by name only,

      (ii) documents pertaining to an estate or interest in minerals, gas and oil, or other hydrocarbon substances,
      (iii) documents pertaining to water rights, claims or title to water, or
      (iv) documents recorded or indexed outside the chain of title, whether or not the documents impart constructive notice to purchasers of the Subject Property for value and without knowledge.

   f. **Guarantee** - Recorded Document Guarantee.

   g. **Land Records** - Those records in which under state statutes the Designated Documents must be recorded in order to impart constructive notice to purchasers of the Subject Property for value and without knowledge.

   h. **Subject Property** - The real property described in the Application, but not including any severed mineral estate.

2. The Subject Property is described as follows:
USA Tract #17 - Described in Warranty Deed recorded as Instrument No. 117865

3. Applicant hereby requests the Company to issue the Guarantee identifying only the following Designated Documents which are:

a. X currently posted in the Company's title plant and which were recorded in the Land Records

from January 1, 1932 (Date) through November 15, 2023 (Date).

b. _____ recorded and indexed in the grantor-grantee indices in the Land Records of

_____
Name of County and State

from _____ (Date) through _____ (Date).

4. Designated Documents as defined in paragraph 1(d) above:

a. X Deeds

b. _____ Leases and Subleases

c. _____ Mortgages/Deeds of Trust

d. _____ Environmental Protection Liens recorded pursuant to CERCLA

e. _____ All documents

5. Applicant specifically instructs the Company to disclose in the Guarantee only the Designated Documents indicated above. Applicant understands that during the course of searching the records covered by the Guarantee the Company may find or have knowledge of documents of a type other than the Designated Documents requested by Applicant. Even if the Company knows or would have reason to know Applicant may have an interest in these other documents, Applicant imposes no duty or responsibility on the Company to disclose those documents or their content to Applicant either through the Guarantee or otherwise.

6. BY THE EXECUTION AND SUBMISSION OF THIS APPLICATION TO THE COMPANY, APPLICANT ACKNOWLEDGES AND SUBMITS:

a. That the Company's sole obligation under the Guarantee, and this Application, shall be to conduct a search in accordance with the terms and provisions of this Application and to furnish copies of the Designated Documents to Applicant as a part of the Guarantee. The Company shall have no obligation to read, examine, or interpret the Designated Documents.

b. That the Company shall not be obligated under this Guarantee to pay any costs, attorneys' fees, or expenses incurred in any action, proceeding, or other claim brought against Applicant.

c. That the Guarantee is limited in scope and is not an abstract of title, title opinion, preliminary or title report, or commitment to issue title insurance.

d. That the Guarantee is not to be relied upon by Applicant or any other person as a representation of the status of title to the Subject Property.

e. That Applicant shall have no right of action against the Company, whether or not based on negligence, except under the terms and provisions of, and subject to all limitations of, this Application and the Guarantee.

f. That the Guarantee is not valid and the Company shall have no liability thereunder unless this Application, or copy thereof, is attached thereto.

g. That the Guarantee does not assure that Applicant will be entitled to any innocent landowner or purchaser defenses which may be available under CERCLA.

LIMITATION OF LIABILITY

APPLICANT RECOGNIZES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF DAMAGES WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN THE GUARANTEE. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITIES PURSUANT TO CERCLA. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED GUARANTEE UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF THIS LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THIS LIMITATION IS AS FOLLOWS:

APPLICANT AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS GUARANTEE, THAT THE COMPANY SHALL BE LIABLE TO APPLICANT UNDER THIS GUARANTEE ONLY IN THE EVENT THAT ENVIRONMENTAL HAZARDOUS WASTE OR TOXIC SUBSTANCE CLEAN-UP COSTS OR PENALTIES ARE ACTUALLY IMPOSED ON APPLICANT, OR AGAINST THE SUBJECT PROPERTY, SOLELY BY REASON OF AN ERROR OR OMISSION BY THE COMPANY IN FAILING TO IDENTIFY AND ATTACH THE DESIGNATED DOCUMENTS TO THE GUARANTEE, WHICH ERROR OR OMISSION BY THE COMPANY HAS CAUSED APPLICANT TO FAIL TO COMPLY WITH THE REQUIREMENTS FOR DUE DILIGENCE INQUIRY OF PRIOR OWNERSHIPS AND USES IN CONNECTION WITH THE INNOCENT LANDOWNER OR PURCHASER DEFENSES UNDER CERCLA; AND THEN THE LIABILITY SHALL BE A ONE-TIME PAYMENT TO APPLICANT OF $ 3,500.00 .

ACCORDINGLY, APPLICANT REQUESTS THAT THE GUARANTEE BE ISSUED WITH THIS LIMITATION AS A PART OF THE CONSIDERATION THAT APPLICANT GIVES THE COMPANY TO PREPARE AND ISSUE THE GUARANTEE.

APPLICANT CERTIFIES THAT HE HAS READ AND UNDERSTANDS ALL OF THE TERMS, LIMITATIONS AND CONDITIONS OF THIS APPLICATION.

Executed this _____ day of _____, _____.

DANIELLE ZARLENGO Digitally signed by DANIELLE ZARLENGO
Date: 2023.11.30 12:19:01 -08'00'
(Applicant's Signature Provision)

(This application must be signed by the Applicant itself or an attorney at law representing the Applicant.)

EXHIBIT 'A'

File No.: **1120759-MON (ch)**

TOWNSHIP 14 SOUTH, RANGE 44 EAST, BOISE MERIDIAN, BEAR LAKE COUNTY, IDAHO:
TRACT (17)
A TRACT OF LAND IN THE EAST ½ OF THE WEST ½ AND GOVERNMENT LOT 5, SECTION 6, ABOVESAID TOWNSHIP AND RANGE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE CENTER ¼ CORNER OF SAID SECTION 6;
THENCE, FROM SAID POINT OF BEGINNING AND ALONG THE NORTH-SOUTH ¼ LINE THROUGH SAID SECTION,
SOUTH 00°00'45" EAST, 633.62 FEET
TO THE CENTER LINE OF WHAT IS KNOWN AS THE "LITTLE OUTLET";
THENCE, BY MEANDER ALONG THE CENTER OF SAID "LITTLE OUTLET" THE FOLLOWING COURSES:
NORTH 46°41'09" WEST, 170.53 FEET,
NORTH 41°14'34" WEST, 115.67 FEET,
SOUTH 86°56'59" WEST, 428.12 FEET,
NORTH 24°17'33" WEST, 351.62 FEET, AND
NORTH 09°17'45" EAST, 149.48 FEET
TO THE EAST-WEST ¼ LINE THROUGH SAID SECTION 6;
THENCE, EASTERLY ALONG THE SAID EAST-WEST ¼ LINE,
SOUTH 88°48'31" EAST, 26.93 FEET
TO THE EAST BANK OF THE NATURAL OUTLET CHANNEL OF PARIS CREEK;
THENCE, NORTHERLY ALONG THE EAST BANK OF SAID CHANNEL, THE FOLLOWING COURSES:
NORTH 22°42'17" EAST, 72.72 FEET,
NORTH 08°15'24" EAST, 195.32 FEET,
NORTH 68°31'53" WEST, 479.58 FEET,
SOUTH 75°05'28" WEST, 226.94 FEET,
SOUTH 87°11'12" WEST, 93.45 FEET,
NORTH 67°04'30" WEST, 48.15 FEET, AND
SOUTH 55°47'23" EAST, 14.53 FEET
TO THE SOUTH RIGHT-OF-WAY LINE OF THE "PARIS-DINGLE" ROAD;
THENCE, EASTERLY ALONG THE SAID RIGHT-OF-WAY LINE,
NORTH 76°02'33" EAST, 1500.60 FEET
TO THE NORTH-SOUTH ¼ LINE OF SAID SECTION 6;
THENCE, SOUTHERLY ALONG THE SAID NORTH-SOUTH ¼ LINE,
SOUTH 00°00'45" EAST, 760.46 FEET
TO THE POINT OF BEGINNING.

Beginning at the southwest corner of Section 24 Township 12 S. R. 44 E. B. M., and running thence East 80 rods; thence North 16 rods; thence North-westerly to a point 24 rods directly North of the place of beginning; thence South to the place of beginning, and containing 8 3/4 acres of land, more or less.

Also, beginning at a point 75 links West of the southeast corner of Section 33 Township 12 S. R. 44 E. B. M., and running thence West 18.88 chains; thence North 8.50 chains; thence South 22° 40' East 18 chains; thence South 6.96 chains to place of beginning, containing 12 1/100 acres of land, more or less.

Together with the shares of water in the Montpelier Irrigation Company of Montpelier, Idaho.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining and the rents, issues and profits thereof, and also, all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity of the said parties of the first part, of, in or to said premises and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD All and singular the said premises, together with the appurtenances unto the said party of the second part, and to her heirs and assigns forever, and the said parties of the first part and their heirs, the said premises, in the quiet and peaceable possession of the said party of the second part, her heirs and assigns against the said parties of the first part, and her heirs, and against any and all persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

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

Signed, sealed and delivered in the) Robert C. Williams. (seal)
presence of Chas. E. Harris as to ..... Edith Williams. (seal)
William Morgan Jr.)

UNITED STATES OF AMERICA.

STATE OF IDAHO)
: ss
County of Bear Lake)

On this 29th day of March in the year of our Lord one thousand nine hundred and twelve, before Chas. E. Harris, a Notary Public within and for said County and State, personally appeared Robert C. Williams personally known to me to be the person whose name is subscribed to the within instrument and duly acknowledged to me that he executed the same.

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

Chas. E. Harris.
(seal) Notary Public.

UNITED STATES OF AMERICA.

STATE OF WYOMING)
: ss
County of Uinta)

On this 19th day of October in the year of our Lord one thousand nine hundred and twelve, before me, William Morgan Jr., a Notary Public within and for said County and State, personally appeared Edith Williams, wife of the said Robert C. Williams, personally known to me to the person whose name is subscribed to the within instrument and duly acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my Notarial Seal the day and year in this certificate above written.

William Morgan. Jr.
My commission expires
Jan. 21st. 1916. (seal) Notary Public.

Recorded at request of E. L. McClave, May 24th. 1918, at 20 min. past 10 o'clock A. M.

By E. L. McClave. H. H. Broomhead.
Deputy. Recorder.

No. 15653. QUIT CLAIM DEED.

24-80

THIS INDENTURE, made and executed this 25th day of April, 1918, by and between Utah Power & Light Company, a corporation, party of the first part and William L. Rich of Paris, Idaho, party of the second part,

WITNESSETH: That for and in consideration of Two Hundred ($200.00) Dollars, to it in hand paid, receipt whereof is hereby acknowledged, the party of the first part does for itself, its successors and assigns, forever remise, release and quit claim unto the party of the second part, his heirs and assigns, the following described tract of land in Bear Lake County, Idaho, situated in the West 1/2 of Section 6 Township 14 S. R. 44 E. B. B. & M., described as follows:

Beginning at the center of Sec. 6 Tp. 14 S. R. 44 E. Boise Base and Meridian; thence West 735.0 ft., along the South line of the Northwest quarter of said Section 6, to the East bank of the natural outlet channel of Bear Lake; thence by meander along the East bank of said channel as follows: N. 20° 00' E. 250.0 ft; thence N. 60° 16' W. 168.0 ft; thence N. 59° 40' W. 313.0 ft; thence S. 79° 15' W. 356.0 ft; thence N. 38° 15' W. 34.06 ft. to the south line of the Paris-Dingle road; thence N. 76° 0' E. 1012.5 ft. along the South line of said road to a point in the east boundary of the northwest quarter of said Sec. 6; thence South along said quarter Sec. line 744.4 ft. to the point of beginning, containing 12.3 acres.

Also, beginning at the center of Section 6 Township 14 south of Range 44 east Boise Base and Meridian; thence S. 599 feet to the center of what is known as the "Little Outlet"; thence by meander along the center of said "Little Outlet" as follows: N. 40° 10' W. 383 feet; thence S. 84° 02' W. 349 feet; thence N. 66° 26' W. 180 feet; thence N. 1° 40' E. 366.52 feet to the North line of the S. W. 1/4 of said Section 6 ; thence East 735 feet to point of beginning, containing an area of approximately 8.08 acres.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be executed by its Vice-President and General Manager, and attested by its Secretary.

Attest: Geo. B. Thomas,
Secretary.

Utah Power & Light Company.
By S. R. Inch.
(seal) Vice-President and General Manager.

STATE OF UTAH)
: ss
County of Salt Lake)

On this 25th day of April in the year 1918, before me, Bismarck Snyder, a Notary Public, personally appeared S. R. Inch, known to me to be the Vice-President and General Manager of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

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

Bismarck Snyder.
Notary Public.
Residing at Salt Lake City, Utah.

Approved as to Description:
A. E. Buckler. : (seal)

(50¢ cancelled I.Rev.stamps.)

Recorded at request of Wm. L. Rich, May 25th. 1918, at 5 min. past 4 o'clock P. M.

H. H. Broomhead.
County Recorder.

No. 15660. E A S E M E N T.

KNOW ALL MEN BY THESE PRESENTS; That the undersigned of Bear Lake County, Idaho, Grantor, do hereby for valuable consideration received, grant unto Utah Power & Light Company, a corporation of Maine, its successors and assigns, Grantee, an easement to flood, impound and withdraw at will, water on, over and from, lands, on the Bear Lake side of that certain meander line described in the records of Bear Lake County, Idaho, beginning at page 144 of Book No. 4 of Miscellaneous records, kept in the office of the County Recorder, of said Bear Lake County, (to which records reference is hereby had for full and complete description of said meander line), so far as said meander line embraces lands within Section 18, T. 15 S. R. 44 E. B. B. & M., owned, claimed or possessed by the Grantor herein and any lands owned, claimed or possessed by the Grantor, lying within the boundaries of the above mentioned section, which are lower than the high water level of Bear Lake, and/ or of North or Mud Lake, said high water level having been heretofore determined to be approximately 5924 feet above sea level, United States Geological Survey datum, which lands are alleged to have been heretofore flooded or damaged by the operations of said Grantee.

And for said consideration I do hereby release said Utah Power & Light Company, its predecessors in interest, successors in interest and assigns, from any and all damages, past, present or future, to the lands of the Grantor, in said Section, Township and Range, hereinabove described, on account of impounding the waters of Bear Lake and/ or North or Mud Lake upon, or releasing said waters from, the said lands hereinabove described; and herein particularly releasing all damages on account of water having been raised and held upon said lands, during the years 1911 to 1917, inclusive, or either thereof, thereby preventing the raising of crops on parts of said lands, or destroying crops attempted to be raised.

Dated May 27th. 1918.

John C. Stewart.

STATE OF IDAHO)
: ss
County of Bear Lake)

On this 27th day of May in the year 1918, before me, J. Russell Shepherd, a Notary Public in and for the State of Idaho, personally appeared John C. Stewart, widower, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

J. Russell Shepherd.
Notary Public.
My Commission expires March 24th. 1919. (seal) Residing at Paris, Bear Lake County, Idaho.

Recorded at request of Utah Power & Light Co., May 27th, 1918, at 5 min. past 4 o'clock P.M.

H. H. Broomhead.
County Recorder.

IN THE DISTRICT COURT IN AND FOR THE COUNTY OF BEAR LAKE,
State of Idaho. Fifth District.

The Lewis M. Cannon Live Stock Company, a corporation,
Plaintiff.
vs.
Daniel Densley, Elizabeth M. Densley, and Evons Investment Company, a corporation,
Defendants.

J U D G M E N T.

Upon reading and filing the stipulation executed by the attorneys for the above named plaintiff, and the above named defendants, on the 20th day of May, 1918, which said stipulation expressly stipulates, that the above entitled action was brought to foreclose,

misc. 7-
609

CONVEYANCE OF INTEREST

WHEREAS, William L. Rich of Paris, Idaho, died testate on or about the 1st day of June, [illegible] and his estate is now in the process of probate, and all those interested are desirous to have the same closed and the property finally distributed, and

WHEREAS, the oldest son, Dr. William L. Rich, had an interest in said property, died [illegible] Salt Lake City, Utah, on or about the 16th day of November, 1936, and left as his heirs [illegible] only heirs-at-law his wife, Elizabeth J. Rich, his son, Odis O. Rich, age 32, now of [illegible] Angeles, California, and his daughter, Loretta R. Wedding, age 30, now of New York [illegible] City, New York, which said heirs-at-law are all of legal age and competent to convey real [illegible] estate, and

WHEREAS, there is certain real property which all of the heirs of the said William L. [illegible] Rich, deceased, desire to have distributed to Jesse P. Rich, a son of said deceased, of [illegible] Logan, Utah;

NOW, THEREFORE, the following named persons: Emily M. Rich of Paris, Idaho; Elizabeth [illegible] J. Rich of Salt Lake City, Utah; Odis O. Rich and his wife, Leone P. Rich, Rich of Los [illegible] Angeles, California; Loretta R. Wedding and her husband, Erling Wedding, of New York City, [illegible] New York; Ursula R. Cole, also known as Zula R. Cole, a widow, of Logan, Utah; Mable R. [illegible] Sutton and her husband, Richard W. Sutton, of Oakley, Idaho; Gertrude R. Price and her husband, Fred J. Price, and Iris R. Collings and her husband, Leslie Shepherd Collings, of Paris, Idaho; Lyman H. [illegible] Rich and his wife, Ada S. Rich, of Logan, Utah; Lois R. Gunderson and her husband, Howard [illegible] B. Gunderson, of Salt Lake City, Utah; Naomi Rich, single, of Provo, Utah; Clarence M. Rich, and his wife, Tressa J. Rich, of Paris, Idaho, Edith Rich, single, of Logan, Utah; and Lyle M. Rich, single, of Washington, D. C., as parties of the first part, do hereby sell, assign, transfer, convey, set over and forever quit claim to Jesse P. Rich of Logan, Utah, as party of the second part, all of their right, title, interest, claim and estate in and to the following described property, to-wit:

Beginning at center of Sec. 6, Township 14 S., R. 44 E.B.M., thence W. 735 feet. along S. line of NW¼ Sec. 6 to E. Bank of Natural outlet channel of Bear Lake, thence by meander along East Bank of said channel as follows: North 20° East 250 feet; thence North 60° 16' West 158 feet; thence North 69° 40' West 313 feet; thence South 79° 15' West 356 feet; thence North 38° 15' West 34.06 feet, to South line of Paris Dingle road; thence North 76° East 1512.5 feet along South line of said road to a point in East boundary of Northwest Quarter Section 6; thence South along said Quarter Section line 744.4 feet to beginning, containing 12.3 acres approx.

Also, Beginning at the center of Section 6, Township 14 South Range 44 E.B.M. thence South 699 feet to center of what is known as "Little Outlet"; thence by meander along center of said "Little Outlet" as follows: North 40° 10' West 363 feet; South 84° 20' West 349 feet; North 66° 26' West 180 feet; North 1° 40' East 366.52 feet to North line of Southwest Quarter of Section 6; thence East 735 feet to beginning, containing 8.08 acres.

Also, Commencing at the Northeast Corner of Lot 8, Section 6; township and range aforesaid, thence West 7 chs. 33 lks. to Paris Creek; up center of Creek in Southwest direction 11 chs. to where Bloomington Creek joins Paris Creek, up to a point 2 chs. 80 lks. South 60° West from Southeast Corner of Lot 8; thence North 60° East 2 chs. 80 lks. to Southeast Corner of Lot 8; North 11 chs. 80 lks. to beginning, containing 64.58 acres approximately. Together with water.

Also, the East Half of the Southwest Quarter of Section 18, Township 14 South, Range 44 East of the Boise Meridian. Also Lot 5, containing 38.15 acres; Lot 7, containing 38.99 acres, and Lot 8, containing 43.96 acres; and the East Half of the Northwest Quarter of Section 18 and Lot 6, township and range and section just above mentioned.

Also, Beginning at a point in the west line of lot 10, North 88° 30' West 1320 feet and South 660 feet from the Southeast corner of the Northeast Quarter of Section 6, Township 14 South Range 44 E. B. M. which is in the middle of a creek and on the east line of the Utah Power and Light Company's outlet canal right-of-way, and running thence South 20° 30' East along East line of Utah Power and Light Company's right-of-way 2451 feet; thence South 68° West 140 feet; thence South 20' East 987 feet; thence North 77° 12' East 496 feet; thence North 13° West 3250 feet; thence North 85° West up said creek 425 feet; thence South 85° West up center of said creek 400 feet to place of beginning, and containing 40.1 acres more or less.

Also, Commencing at a point 1859 feet South and 1524 feet South 76° West from the Southwest Corner of the Southeast Quarter of Section 31 in Township 13 South, Range 44 East Boise Meridian, Idaho, (said point being in the middle of the Paris-Dingle Road where the road crosses the old "Outlet to Lake") and running thence along said "Paris-Dingle road North 76° East 1686 feet to the right-of-way of the Utah Power and Light Company; thence along said right-of-way as follows: South 2° 45' West 1579 feet; South 78° 49' East 499 feet; North 86° 26' East 280 feet; South 2° 31' East 1003 feet; South 76° 41' East 113 feet; South 2° 21' East 5125 feet; thence North 71° 08' West 1004 feet; thence North 39° 57' West 1089 feet to the old bridge on outlet to lake near the ranch house; thence North 26° 30' West 180 feet; thence North 51° 48' West 462 feet; thence North 23° 18' East 302 feet; thence North 46° 38' East 700 feet; thence North 1° 02' West 605 feet; thence North 49° 58' West 560 feet; thence North 00° 25' East 155 feet; thence North 82° 55' West 400 feet; thence North 37° 45' West 175 feet; thence North 17° 54' East 384 feet; thence North 20° 46' West 235 feet; thence North 58° 36' West 262 feet; thence North 25° 11' West 400 feet; thence North 17° 32' East 486 feet; thence South 66° 30' West 273 feet; thence North 66° 05' West 215 feet; thence South 7° West 500 feet; thence South 86° West 144 feet; thence North 27° 39' West 300 feet; thence North 59° 21' East 167 feet to the dam on creek; thence North 4° 10' West 100 feet; thence North 14° 10' East 300 feet; thence North 65° 55' East 267 feet; thence North 9° West 676 feet; thence North 39° 32' West 400 feet; thence North 4° 23' East 267 feet; thence North 26° 23' East 455 feet; thence North 45° 30' West 70 feet; thence North 80° 38' West 889 feet to the place of beginning and containing 265 acres of land.

Also, Commencing at a point 1188 feet East of the Southeast corner of the Southwest Quarter Section 7; Township 14 S. Range 44 East, and running thence North 37° 04' West 1237 feet; thence South 82° 14' East 885 feet (to the Outlet); thence along said outlet as follows-South 1° 28' East 423 feet; North 77° 32' East 421 feet; South 18° 26' West 700 feet; South 41° 31' East 314 feet; South 27° 26' West 298 feet; South 32° 24' East 375 feet; North 49° 56' East 726 feet; North 7° 06' East 823 feet; South 83° 36' East 688 feet (to the right-of-way of Utah Power Company) where a deep wash enters same); thence along said right-of-way South 2° 21' East 1770 feet and South 10° 18' West 1117 feet to the Company Dyke; thence along this Dyke N. 85° 51' West 756 feet and North 82° 44' West 1283 feet; thence North 37° 04' West 2043 feet to the place of beginning and containing 130 acres of land.

Also, Beginning 10 chs. South of North East corner of the Northwest Quarter SE Quarter of Section 6, Township 14 South, Range 44 East; thence South 66° 15' West 2 chs.; North 81° West 4 chs.; South 68° 15' West 6 chs.; South 83° 30' West 7 chs.; North 76° West 3 chs.; North 27° West 4 chs; North 88° West 8 chs.; North 13° 20' West 6 chs.; South 22° 10' West 5 chs.; South 24° East 7 chs.; South 6° West 7 chs.; South 88° 45' East 13 chs; South 16 chs.; North 60° East 23 chs.; North 14 chs. to beginning.

Also, commencing at the Northeast Corner of Lot 8, Section 19, which is the same point as the Southeast corner of Lot 5, Section 18, Township 14 South, Range 44 East Boise Meridian, and running thence northerly on marginal survey line 160 rods, more or less, to the center line of said Section 18, Township and Range aforesaid; thence East 160 rods on said half section line; thence south 160 rods to the south section line of said Section 17; thence West 160 rods, more or less, to the place of beginning and containing 160 acres, more or less.

Also, commencing at a point 160 rods East of the Southeast corner of Lot 5, Section 18, Township 14 South, Range 44, East Boise Meridian, and running thence East to Utah Power and Light Company's Canal; thence in a northwesternly direction along said canal 200 rods, more or less, to dam of said canal; thence in a southwesterly direction along said dyke of Utah Power and Light Company to the old Bloomington creek or Outlet Channelp thence in a Southern direction 200 rods, more or less, to the place of beginning.

The above described land East and South of the marginal survey lines may also be described as follows, to-wit: Commencing at the southeast corner of Lot 5, Section 18, Township 14, South Range 44 East of Boise Meridian, and running thence East on section line when extended 280 rods, more or less, to the Utah Power & Light Company's Canal; thence in a northwesterly direction along said canal 560 rods, more or less, to a point where said canal intersects with the quarter section line between the north half and the south half of the Northeast quarter of section 7, Township 14, South, Range 44 East of Boise Meridian; thence east on said quarter section line when extended across said canal to a point where the same intersects the slough or old out let channel coming out of Bear Lake; thence in a north and northwesterly direction following the meanderings of said slough or channel to a point where the same enters the aforesaid canal; thence westerly to a point where the west bank of said canal intersects the south boundary line of Lots 9 and 10, Section 6, Township and range aforesaid; thence southwesterly to a point where the south boundary line of said Lot 9 intersects the slough or Old Bloomington Creek Channel; thence in a southerly direction following the meanderings of said Bloomington Creek old channel 260 rods, more or less, to a point where said old Bloomington Creek Channel intersects the quarter section line when extended between the north half and the south half of the south east quarter of Section 7. Township 14, South, Range 44 East Boise Meridian; thence west on said quarter section line 70 rods, more or less, to the East boundary line of Lot 5 of said Section 7; thence in a southerly direction following the east marginal survey lines of said Lot 5, Section 7, and Lots 8, 7, 6, and 5 of Section 8, Township and Range aforesaid, 400 rods, more or less, to the point of beginning.

Together with all water right thereunto belonging.

DATED this 31st day of December, A.D. 1941.

Emily M. Rich

Elizabeth J. Rich

Odis O. Rich

Leone F. Rich

Loretta R. Wedding

Erling Wedding

Zula R. Cole

Mabel R. Sutton

Richard J. Sutton

Gertrude H. Price

Fred J. Price

Hazel H. Shepherd

F. Leslie Shepherd

Iris R. Collings

M. M. Collings Jr.

Lyman H. Rich

Ada S. Rich

Lois R. Gundersen

Howard B. Gundersen

Naoma Rich

Edith Rich

Clarence M. Rich

Theresa J. Rich

Lyle M. Rich

State of Utah)
) ss
County of Cache)

On the 31st day of December, 1941, before me, H. A. Sjostrom, a notary public, in and for said county and State personally appeared Zula H. Cole, Mabel H. Sutton and her husband Richard J. Sutton, Hazel H. Shepherd and her husband F. Leslie Shepherd, Lyman H. Rich and his wife Ada S. Rich, and Edith Rich, signers of the within instrument, who duly acknowledged to me that they executed the same.

In Witness whereof I have hereunto set my hand and seal this 29th day of May, 1942.

(SEAL)
My Commission Expires
Jan. 10, 1946

Harvey A. Sjostrom
Notary Public,
Residing at Logan, Utah.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS

On the 8th day of October, 1942, before me Frank W. Troost a notary public in and for said county and State personally appeared Otis O. Rich and his wife Leone F. Rich, signers of the within instrument, who duly acknowledged to me that they executed the same.

In witness whereof I have hereunto set my hand and seal this 8th day of October, 1942.

(SEAL)
My Commission Expires,
Sept. 17, 1944.

Frank W. Troost
Notary Public
Residing at Los Angeles,
California.

STATE OF UTAH)
: ss
County of Cache)

Prior to the 31st day of October, 1941, before me, Harvey A. Sjostrom, a notary public, in and for said county and state, personally appeared Emily M. Rich, Elizabeth J. Rich, Lorretta R. Wedding, Lois H. Gunderson, Howard B. Gunderson, Naomia Rich and Lyle M. Rich, signers of the within instrument, who duly acknowledged to me that they executed the same.

In witness whereof I have hereunto set my hand and seal this 28th day of July, 1944.

(SEAL)
My Commission Expires;
Jan. 10, 1946

Harvey A. Sjostrom
Notary Public,
Residing at: Logan, Utah

STATE OF IDAHO)
: ss
County of Bear Lake)

On the 6th day of Sept., 1944, before me W. Smith Hoge a notary public in and for said county and State personally appeared Gertrude H. Price and her husband, Fred J. Price, Iris H. Collings and her husband W. H. Collings, Clarence M. Rich and Tressa J. Rich, signers of the within instrument, who duly acknowledged to me that they executed the same.

In witness whereof I have hereunto set my hand and seal this 6th day of Sept., 1944.

(SEAL)
My Commission Expires: Nov. 22, 1947.

W. Smith Hoge
Notary Public
Residing at: Paris, Idaho.

Recorded at the request of Jesse P. Rich; 2:00 P.M.; Sept. 19, 1952; Book 7 of Miscellaneous at page 609.

Sam V. Tunks, Recorder.

By Lucy A. Dalton Deputy
Fee: $5.75

No. 66984. BILL OF SALE

STATE OF IDAHO,)
) ss.
County of)

Know All Men By These Presents, That on this 26 day of September 1952, DENICE ASHLEY, formerly the wife of William Ashley of Montpelier, County of Bear Lake, State of Idaho, the party of the first part, for and in consideration of the sum of ONE DOLLAR AND OTHER VALUABLE CONSIDERATIONS lawful money of the United States of America, to her in hand paid by WILLIAM ASHLEY, formerly the husband of Denice Ashley, of Montpelier, County of Bear Lake, State of Idaho, the party of the second part, the receipt whereof is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs and assigns:

A. cases owned prev.
4 Booths
Counter & Stools
Back Bar

Pots & Pans
Silverware
Oil stove heater
Dish sinks

...claim and

...estate, and all
...herein, have been
...the State of

...ring heir at law
...of the said

...and Final Account and
...heretofore, allowed and

...that the residue of said estate herein-
...property not now known or discovered, which
...said estate may have an interest in, be, and the

...K. HANCOCK, son and sole surviving heir at law of said

...lowing is a particular description of the said residue of said estate referred
..., and of which distribution is now ordered as aforesaid:

1. Lot One (1), Block Twenty One (21), Section Three (3), Township Thirteen (13) South of Range Forty-four (44) East Boise Meridian as platted in Plat "A" Montpelier Townsite Survey; together with 1½ (One & one-quarter) shares of water stock in the Montpelier Irrigation Company, Certificate No. 756.

2. Account receivable in the amount of Sixty Nine ($69.00) Dollars owed by Louis C. Blechert of Montpelier, Idaho.

Done in open Court at Paris, Idaho, this 8th day of September, 1952.

E. WOODRUFF STUCKI
Probate Judge and Ex-Officio
Clerk of the Probate Court of
Bear Lake County, State of Idaho.

In the Probate Court of Bear Lake County State of Idaho

COUNTY OF BEAR LAKE)
) ss.
State of Idaho)

I, E. Woodruff Stucki, Probate Judge and Ex-Officio Clerk of the Probate Court, of Bear Lake County, State of Idaho, hereby Certify that the within and foregoing is a full, true and correct copy of the original ORDER SETTLING FINAL ACCOUNT AND DECREE OF DISTRIBUTION filed in the matter of the Estate of Deseret Hancock, sometimes referred to as Dezzie Hancock, deceased, on the 8th day of September, 1952.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court this 8th day of September, 1952.

(SEAL)

E. Woodruff Stucki
Probate Judge and Ex-Officio
Clerk of the Probate Court
of Bear Lake County, Idaho.

Recorded at the request of G. Staudacher; 3:00 P.M.; Sept. 30, 1952; Book 45 of Deeds at page 65.
By Ruby Bacon Deputy
Fee: 2.75

Sam V. Tunks, Recorder.

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No. 6701½. ✓ IN THE PROBATE COURT OF BEAR LAKE COUNTY, STATE OF IDAHO

In the Matter of the Estate of :

WILLIAM L. RICH : DECREE OF FINAL DISTRIBUTION

Deceased :

The petition of Emily M. Rich, Frank J. Foulger and Jesse P. Rich, executrix and executors of the estate of William L. Rich, deceased, praying for a final distribution of said estate, came on regularly to be heard this day, and due proof was made to the satisfaction of the court that the clerk of this court has given due and legal notice of the hearing of said petition for the time in the manner required by law and as directed by the order of this court.

Evidence was introduced and therefrom the court finds:--

1. That the said William L. Rich died testate on or about the 1st day of June, 1928, in the County of Weber, in the State of Utah, and that the said deceased at the time of his death was a resident of the County of Bear Lake in the State of Idaho, and that said deceased left estate consisting of real and personal property in the county of Bear Lake in the State of Idaho.

2. That on or about the 10th day of July, 1928, this court made an order appointing Emily M. Rich, Frank J. Foulger and Jesse P. Rich, executrix and executors of the estate of the said deceased and that they thereafter duly qualified as such as required by law, and on the 10th day of July, 1928, letters testamentary upon the estate of said deceased was duly issued to the said Emily M. Rich, Frank J. Foulger and Jesse P. Rich and such letters have not been revoked.

3. That this court has made a decree showing that due and legal notice to the creditors of said deceased has been given requiring them to present their claims to said executrix and executors, within 10 months after the first publication of said notice, and on the 6th day of August, 1929, this court made a decree showing that due and legal notice to creditors had been given.

4. That the third and final account of the said executrix and executors have been by this court duly allowed, approved and settled. That all expenses of administration, and all taxes and assessments on the said estate have been paid in full; and that all other obligations of the said estate have been paid and a final distribution thereof now be made.

5. That the name, age, relationship to decedent, and place of residence of every heir-at-law of the said deceased, are as follows, to-wit:

Name	AGE	RELATIONSHIP	ADDRESS
Emily M. Rich	75	Widow	Paris, Idaho
Elizabeth J. Rich	57	Daughter-in-law	4195-4th Ave. Los Angeles, California
Odis O. Rich	35	Grandson	3940 So. Bronson St. Los Angeles, California
Loretta R. Wedding	33	Granddaughter	4195-4th Ave. Los Angeles, Calif.
Zula R. Cole	63	Daughter	84 East 4th North, Logan, Utah
Jesse P. Rich	61	Son	335 W. 2nd N. Logan, Utah
Mabel R. Sutton	59	Daughter	Oakley, Idaho
Gertrude R. Price	65	Daughter	Paris, Idaho
Hazel R. Shepherd	51	Daughter	255 No. 3rd E. Logan, Utah
Iris R. Collings	52	Daughter	Paris, Idaho
Lyman H. Rich	50	Son	718 N. 3rd E. Logan, Utah
Clarence M. Rich	46	Son	Paris, Idaho
Naomi Rich	43	Daughter	Paris, Idaho
Lois R. Gunderson	40	Daughter	1830 Gunderson Ave. S. L. C.
Edith Rich	36	Daughter	384½ E. 2nd N. Logan, Utah
Lyle M. Rich	33	Son	Paris, Idaho

6. That all of the personal property belonging to said estate of any value has heretofore been sold and all of the real estate has either been distributed or sold, except that part hereinafter described, which is to be distributed to Jesse P. Rich.

7. That any personal property or effects which may still belong to said estate, all of the heirs have agreed should be distributed to Jesse P. Rich and Emily M. Rich for trustees of said estate.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that a final distribution of said estate be made as follows to-wit:

First: To Jesse P. Rich, son of the said deceased, all right, title and interest which the said deceased had at the time of his death, or which said estate may have since acquired in and to the following described property:

Beginning at center of Sec. 6, Township 14 S., R. 44 E.B.M., thence W. 735 feet along S. line of NW¼ Sec. 6 to E. Bank of Natural outlet channel of Bear Lake; thence by meander along East bank of said channel as follows: North 20° East 250 feet; thence North 60° 16' West 168 feet; thence North 69° 40' West 313 feet; thence South 79° 15' West 256 feet; thence North 38° 15' West 34.06 feet, to South line of Paris Dingle road; thence North 76° East 1512.5 feet along South line of said road to a point in East boundary of Northwest Quarter Section 6; thence South along said Quarter Section line 744.4 feet to beginning, containing 12.3 acres approx.

Also, Beginning at the center of Section 6, Township 14 South Range 44 E.B.M. thence South 699 feet to center of what is known as "Little Outlet"; thence by meander along center of said "Little Outlet" as follows: North 40° 10' West 363 feet; South 84° 02' West 349 feet; North 66° 26' West 180 feet; North 1° 40' East 366.52 feet to North line of Southwest Quarter Section 6; thence East 735 feet to beginning, containing 8.08 acres.

Also, Commencing at the Northeast Corner of Lot 8, Section 6, township and range aforesaid; thence West 7 chs. 33 lks. to Paris Creek; up center of Creek in Southwest direction 11 chs. to where Bloomington Creek joins Paris Creek; thence up Bloomington Creek in a southeasterly direction following its meanderings about 21 chs. to a point 2 chs. 80 lks. South 60° West from Southeast Corner of Lot 8; thence North 60° East 2 chs. 80 lks. to Southeast corner of Lot 8; North 11 chs. 80 lks. to beginning, containing 14.58 acres approximately. Together with water.

Also, the East half of the Southwest Quarter of Section 18, Township 14 South, Range 44 East of the Boise Meridian. Also Lot 5, containing 38.15 acres; Lot 7, containing 38.99 acres, and Lot 8, containing 43.96 acres; and the East half of the Northwest Quarter of Section 18 and Lot 6, township and range and section just above mentioned.

Also, Beginning at a point in the west line of lot 10, North 88° 30' West 1320 feet and South 660 feet from the Southeast corner of the Northeast Quarter of Section 6, Township 14 South, Range 44 E. B. M. which is in the middle of a creek and on the east line of the Utah Power and Light Company's outlet canal right-of-way, and running thence South 20° 30' East along East line of Utah Power and Light Company's right-of-way 2451 feet; thence South 68° West 140 feet; thence South 20' East 987 feet; thence North 77° 12' East 496 feet; thence North 13° West 3250 feet; thence North 85° West up said creek 425 feet; thence South 85° West up center of said creek 400 feet to place of beginning, and containing 40.1 acres more or less.

Also, Commencing at a point 1869 feet South and 1524 feet South 76° West from the Southwest Corner of the Southeast Quarter of Section 31 in Township 13 South, Range 44 East Boise Meridian, Idaho, (said point being in the middle of the Paris-Dingle Road where the road crosses the old "Outlet to Lake") and running thence along said "Paris-Dingle road North 76° East 1686 feet to the right-of-way of the Utah Power and Light Company; thence along said right-of-way as follows: South 2° 45' West 1579 feet; South 78° 49' East 499 feet; North 86° 26' East 280 feet; South 2° 31' East 1003 feet; South 76° 41' East 113 Feet; South 2° 21' East 5125 feet; thence North 71° 08' West 1004 feet; thence North 39° 57' West 1089 feet to the old bridge on outlet to

[illegible] East 330 feet; thence North 54° 48' [illegible] 23° 18' East 102 feet; thence North 46° 38' East 700 feet; [illegible] West 485 feet; thence North 44° 58' West 560 feet; thence North [illegible] feet; thence North 82° 55' West 400 feet; thence North 37° 45' West [illegible] North 17° 54' East 94 feet; thence North 20° 46' West 235 feet; [illegible] North 50° 38' West 262 feet; thence North 25° 11' West 500 feet; thence North [illegible] East 486 feet; thence South 66° 30' West 273 feet; thence North 66° 05' West [illegible] South 7° West 500 feet; thence South 86° West 144 feet; thence North [illegible] West 300 feet; thence North 59° 21' East 167 feet to the dam on creek; thence [illegible] West 100 feet; thence North 14° 10' East 300 feet; thence North 65° 55' East 267 feet; thence North 9° West 676 feet; thence North 39° 32' West 400 feet; thence North 4° 23' East 267 feet; thence North 26° 23' East 455 feet; thence North 45° 30' West 70 feet; thence North 80° 38' West 889 feet to the place of beginning and containing 265 acres of land.

Also, commencing at a point 1188 feet East of the Southeast corner of the Southwest Quarter Section 7; Township 14 South, Range 44 East, and running thence North 37° 04' West 1237 feet; thence South 82° 14' East 885 feet (to the Outlet); thence along said outlet as follows- South 1° 28' East 423 feet; North 77° 32' East 421 feet; South 18° 26' West 700 feet; South 41° 31' East 314 feet; South 27° 26' West 298 feet; South 32° 24' East 375 feet; North 49° 56'East 726 feet; North 7° 06' East 823 feet; South 83° 36' East 688 feet (to the right-of-way of Utah Power Company) where a deep wash enters same); thence along said right-of-way South 2°21' East 1770 feet and South 10° 18' West 1117 feet to the Company Dyke; thence along this Dyke N. 85° 51' West 756 feet and North 82° 44' West 1283 feet; thence North 37° 04' West 2043 feet to the place of beginning and containing 130 acres of land.

Also, Beginning 10 chs. South of Northeast Corner of the Northwest Quarter of the Southeast quarter, Section 6 Township 14 South, Range 44 East; thence South 66° 15' West 2 chs.; North 81° West 4 chs.; South 68° 15' West 6 chs.; South 83° 30' West 7 chs.; North 76° West 3 chs.; North 27° West 4 chs; North 88° West 8 chs.; North 13° 20' West 6 chs.; South 22° 10' West 5 chs.; South 24° East 7 chs.; South 6° West 7 chs.; South 88° 45' East 13 chs.; South 16 chs.; North 60° East 23 chs.; North 14 chs. to beginning, and containing 50.08 acres more or less.

Also, commencing at the Northeast Corner of Lot 8, Section 19, which is the same point as the Southeast Corner of Lot 5, Section 18, Township 14 South, Range 44 East Boise Meridian, and running thence northerly on marginal survey line 160 rods, more or less, to the center line of said Section 18, Township and Range aforesaid; thence East 160 rods on said half section line; thence south 160 rods to the south section line of said Section 17; thence west 160 rods more or less to the place of beginning and containing 160 acres, more or less.

Also, commencing at a point 160 rods East of the Southeast corner of Lot 5, Section 18, Township 14 South, Range 44 East Boise Meridian, and running thence East to Utah Power and Light Company's Canal; thence in a northwesterly direction along said canal 200 rods, more or less, to dam of said canal; thence in a southwesterly direction along said dyke of Utah Power and Light Company to the old Bloomington creek or Outlet Channel; thence in a Southern direction 200 rods, more or less, to the place of beginning.

The above described land East and South of the marginal survey lines may also be described as follows, to-wit:

Commencing at the southeast corner of Lot 5, Section 18, Township 14, South Range 44 East of Boise Meridian, and running thence East on section line when extended 280 rods, more or less, to the Utah Power & Light Company's Canal; thence in a northwesterly direction along said canal 560 rods, more or less, to a point where said canal intersects with the quarter section line between the north half and the south half of the Northeast quarter of section 7, Township 14, South, Range 44 East of Boise Meridian; thence east on said quarter section line when extended across said canal to a point where the same intersects the slough or old outlet channel coming out of Bear Lake; thence in a north and northwesterly direction following the meanderings of said slough or channel to a point where the same enters the aforesaid canal; thence westerly to a point where the west bank of said canal intersects the south boundary line of Lots 9 and 10, Section 6, Township and range aforesaid; thence southwesterly to a point where the south boundary line of said Lot 9 intersects the slough or Old Bloomington Creek Channel; thence in a southerly direction following the meanderings of said Bloomington Creek old channel 260 rods, more or less, to a point where said old Bloomington Creek Channel intersects the quarter section line when extended between the north half and the south half of the southeast quarter of Section 7, Township 14, South, Range 44 East, Boise Meridian; thence west on said quarter section line 70 rods, more or less, to the East boundary line of Lot 5 of said Section 7; thence in a southerly direction following the east marginal survey lines of said Lot 5, Section 7, and Lots 8, 7, 6, and 5 of Section 8, Township and Range aforesaid, 400 rods, more or less, to the point of beginning.

Together with all water right thereunto belonging.
Done in open court this 19th day of August, 1944.
(SEAL)

LaVell G. Ward
Probate Judge

In the Probate Court of Bear Lake County State of Idaho

COUNTY OF BEAR LAKE)
)ss.
State of Idaho)

I, E. Woodruff Stucki Probate Judge and Ex-Officio Clerk of the Probate Court, of Bear Lake County, State of Idaho, hereby Certify that the within and foregoing is a full, true and correct copy of the original Decree of Final Distribution filed in the matter of the Estate of William L. Rich, deceased, on the 19th day of August, 1944.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court this 1st day of October, 1952.

(SEAL)

E. Woodruff Stucki
Probate Judge and Ex-Officio Clerk of the Probate Court of Bear Lake County, Idaho

Recorded at the request of Jesse P. Rich; 2:00 P.M.; Oct. 1, 1952; Book 45 of Deeds at page 66.
By [illegible] Deputy Sam V. Tunks, Recorder.
Fee $6.00

No. 67021.4 WARRANTY DEED

THIS INDENTURE, Made the 27th day of February, in the year of our Lord one thousand nine hundred and Fifty-two between Ellen Stevens of Bloomington, County of Bear Lake, State of Idaho, party of the first part, and Ermen Stevens, husband of First party, also of Bloomington, County of Bear Lake, State of Idaho, party of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the love and affection which she bears toward her husband, the said party of the second part and the sum of ten DOLLARS lawful money of the United States of America to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents does GRANT, BARGAIN, SELL, ALIEN, REMISE, RELEASE, CONVEY and CONFIRM unto the said party of the second part, and to his heirs and assigns forever, all her undivided one-half community interest which she has with her said husband in and to the following described pieces or parcels of land, situated in the county of Bear Lake, state of Idaho, to-wit:

Commencing at a point Seven rods and Four and one half (4½) feet East from the North West corner of Lot Six (6) Block Fourteen (14) Section 22, Township 14 South, Range 43 East of Boise Meridian, and running thence West Eight (8) rods and Four and one half (4½) feet; Thence South Eleven (11) rods; Thence East Eight (8) rods and Four and one half (4½) feet; Thence North Eleven (11) rods to the place of beginning, and containing 91 square rods, more or less.

Also, Lot One (1) of Block Twenty three (23) of Bloomington Townsite, in Bear Lake County, state of Idaho, as platted in Plat Book F, page 21 of the records of Bear Lake County, Idaho.

Also, Commencing at a point 5 chains and 80 links West from the Southeast corner of the Southeast quarter of Section 15, Township 14 South, Range 43 East of the Boise Meridian, U. S. Survey, and running thence West 14 chains and 23 links; Thence North 9' East 86 links; Thence North 86 degrees 6' East 14 chains and 23 links; Thence South 1 degree 50' East 1 chain and 79 links, to place of beginning and containing One acre and 142 square rods of land, be there more or less.

Also, Commencing at the Northwest corner of the Northeast quarter of Section 22 in Township 14 South of Range 43 East of Boise Meridian, and running thence South 3 chains and 18 links; Thence East 2 chains and 47 links; Thence North 3 chains and 18 links; Thence West 2 chains and 47 links to place of beginning and containing 125/6 square rods of land, more or less.

Also, Commencing at a point 96 links North from the Southwest corner of the Southeast quarter of the Southeast quarter of Section 15 in Township 14 South of Range 43 East of Boise Meridian, and running thence North 9' East 3 chains and 58 links; Thence North 87 degrees 20' East 14 chains and 5 links; Thence South 1 degree 50' West 4 chains and 30 links; Thence South 86 degrees 6' West 14 chains and 23 links to the place of beginning and containing 5 acres and 91 square rods of land.
Together with all water and water rights appurtenant to or having been used upon all of the above described land.

Also, Commencing at a point 6 chains and 73 links South 72 degrees 45' West from the Northeast corner of the Northeast quarter of Section 22, Township 14 South, Range 43 East of the Boise Meridian, and running thence South 72 degrees 45' West 11 chains and 73 links; Thence South 23 degrees 45' East 3 chains and 18 links; Thence North 79 degrees 50' East 11 chains and 38 links; Thence North 18 degrees 10' West 3 chains and 39 links to place of beginning and containing Three and 281/160 acres more or less.
Together with all water and water rights thereunto belonging.

Also, Lot Fifteen (15) as Platted in Bear Lake County Plat Book "A", on page Seventy two (72) and further described as follows to-wit:
Commencing at a point Eight (8) chains and eighty four (84) links North from the South East corner of Section Twenty three (23) Township Fourteen (14) South of Range Forty three (43) East of Boise Meridian, in the state of Idaho, and running thence North 88 degrees 30' East Ten (10) chains; Thence North 5 degrees East Seven (7) chains and twenty (20) links; Thence South 89 degrees 30' West Fifteen (15) chains and eleven (11) links; Thence South Five degrees West seven (7) chains and thirty two (32) links; Thence North 88 degrees 30' East eight (8) chains and eleven (11) links to place of beginning and containing 13 acres and 26 square rods of ground be there more or less.

Also, Commencing at a point Six (6) chains Five (5) links North 72 degrees 50' East, and Ten (10) chains Eighty (80) links South 23 degrees East, and Five (5) chains North 67 degrees East from the North West corner of the North West quarter of Section Twenty six (26), Township Fourteen (14) South, of Range 43 East of Bois Meridian and running thence North 67 degrees East Six (6) chains; Thence North 23 degrees West Two (2) chains and Fifty (50) links; Thence South 67 degrees West Six (6) chains; Thence South 23 degrees East two (2) chains and Fifty (50) links to place of beginning and containing One (1) acre and 80 square rods of land, more or less.

Also, Beginning at a point in the middle of Bloomington Creek 607 feet North 2 degrees 10' West from the SE corner of the SW¼ of Section 25, in Township 14 South, Range 43 East of Boise Meridian, on the quarter line; Running thence North 2 degrees 10' West along the quarter line 2336 feet; Thence North 79 degrees 55' West 1638.5 feet to the middle of a road; Thence down the middle of said road South 10 degrees West 570 feet; Thence South 5 degrees 08' East 700 feet; Thence South 8 degrees 33' East 933 feet; Thence down the middle of said creek South 02' East 69 feet to the middle of Bloomington Creek; Thence down the middle of said creek North 50 degrees 25' East 177.4 feet; Thence North 13 degrees 07' East 341 feet; Thence North 65 degrees 39' East 454.7 feet; Thence South 68 degrees 33' East 321.3 feet; Thence South 32 degrees 49' West 306.5 feet; Thence South 52 degrees 35' East 205 feet; Thence South 70 degrees 12' East 430 feet; Thence South 11 degrees 34' East 257.5 feet; Thence South 59 degrees 26' East 140 feet to point of beginning and containing 74.79 acres of land, more or less.

108078

Warranty Deed

THIS INDENTURE, Made the 16th day of August, in the year of our Lord one thousand nine hundred and 61 between Jesse P. Rich and his wife Louise B. Rich of Logan, County of ~~Bear Lake~~ Cache, State of Utah ~~Idaho~~, parties of the first part, and Lloyd C. Kennington of Paris County of Bear Lake State of Idaho, Party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One Thousand and no/100 DOLLARS lawful money of the United States of America to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents do GRANT, BARGAIN, SELL, ALIEN, REMISE, RELEASE, CONVEY, and CONFIRM unto the said party of the second part, and to his heirs and assigns forever, all that certain piece or parcel of land, situated in the County of Bear Lake, State of Idaho, and known and described as follows to-wit: Beginning at center of Sec. 6. Township 14S., R. 44 E.B.M; thence W. 735 feet along S. line of NW¼ Sec. 6 to E. Bank of Natural outlet channel of Bear Lake; thence by meander along East Bank of said channel as follows: North 20° East 250 feet; thence North 60°16' West 168 feet; thence North 69°40' West 313 feet; thence South 79°15' West 256 feet; thence North 38°15' West 34.06 feet, to South Line of Paris Dingle road; thence North 76° East 1512.5 feet along South line of said road to a point in East boundary of Northwest Quarter Section 6; thence South along said Quarter Section line 744.4 feet to beginning, containing 12.3 acres approx.

Also, beginning at the center of Section 6, Township 14 South Range 44 E.B.M.; thence South 699 feet to center of what is known as "Little Outlet"; thence by meander along center of said "Little Outlet" as follows: North 40°10' West 363 feet; thence South 84°02' West 349 feet; North 66°26' West 180 feet; North 1°40' East 366.52 feet to North line of Southwest Quarter Section 6; thence East 735 feet to beginning, containing 8.08 acres.

Also, commencing at the Northeast Corner of Lot 8, Section 6, Township and range aforesaid; thence West 7 chs. 33 lks. to Paris Creek; up center of Creek in Southwest direction 11 chs. to where Bloomington Creek joins Paris Creek; thence up Bloomington Creek in a southeasterly direction following its meanderings about 21 chs. to a point 2 chs. 80 lks. South 60° West from Southeast Corner of Lot 8; thence North 60° East 2 chs. 80 lks. to Southeast corner of Lot 8; North 11 chs. 80 lks. to beginning, containing 14.58 acres approximately. Together with water.

Also, Beginning at a point in the West line of lot 10, North 88°30' West 1320 feet and South 660 feet from the Southeast corner of the Northeast quarter of Section 6, Township 14 South, Range 44 E.B.M. which is the middle of a creek and on the east line of the Utah Power and Light Company's outlet canal right of way, and running thence South 20°30' East along East line of Utah Power and Light Company's right-of-way 2451 feet; thence South 69° West 143 feet; thence South 20' East 987 feet; thence North 77°15' West 496 feet; thence North 13° West 3250 feet; thence North 85° West up said creek 425 feet; thence South 85° West up center of said creek 400 feet to place of beginning, and containing 40.1 acres more or less.

Also the Government Lots 5,6,7 and 8; the East half of the West half; all in section 18, Township 14 South, Range 44 East, Boise Meridian in Idaho.

SAVING AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL TO-WIT: Commencing at the South West Corner of the South East Quarter of the South West Quarter (South quarter corner of South West Quarter) of Section 18, Township 14 South, Range 44 East of the Boise Meridian, and running thence North 50 rods; thence East 160 rods, more or less, to the marginal survey line of lot 5 of said Section 18; thence South on the marginal survey line of said lot 5, 50 rods, more or less, to the South line of said section 18; thence West on said Section line 160 rods, more or less, to the place of beginning and containing 50 acres, more or less. Together with all water right thereunto belonging.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said part...y..... of the second part, and to .....his..... heirs and assigns forever, and said part...ies..... of the first part, and .....their.....heirs, the said premises in the quiet and peaceable possession of the said part...y..... of the second part, ...his..... heirs, and assigns against the said part...ies.... of the first part, and .....their..... heirs and against any and all persons whosoever, claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, The said part...ies..... of the first part ha...ve..... hereunto set..their..... hand...s..... and seal...s.... the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Jesse P. Rich (SEAL)

Louise R. Rich (SEAL)

United States of America

STATE OF Utah }
County of Cache } ss.

On this 10th day of August in the year of our Lord one thousand nine hundred and Sixty-one before Erwin T. Hawkins within and for said County and State personally appeared Jesse P. Rich and his wife Louise R. Rich personally known to me to be the person...s..... whose name....are.....subscribed to the within instrument, and duly acknowledged to me that ....they..... executed the same.

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

Erwin Hawkins

Residing at Logan, Utah.

Notart Public

Notary Public, residing at Logan, Utah. Commission expires June 25, 1965.

No. 102075

Warranty Deed

Jesse P. Rich and his wife Louise R. Rich

TO

Lloyd C. Kennington

Dated August 16, 1961

Office of County Recorder

STATE OF IDAHO)
County of Bear Lake)

I hereby certify that this instrument was filed for record at the request of Caribou Title Co.

at 20 minutes past 4 o'clock P. m. this 12th day of April A. D. 19 76, in my office, and duly recorded in ~~BOOK~~ ~~Microfilm~~. Betty Wallentine County Recorder.

By ..... Deputy.

Fee: $ 2.00

Presented to and platted by me this ..... day of ..... 19 ....

Assessor.

INDEXED

108081

INDEXED

STATE OF IDAHO
County of Bear Lake
Date April 12, 1976
Time 4:35 P.M.
No. Microfilmed
Clerk Betty Wallentine
Jeannine Parker Deputy

QUIT CLAIM DEED

THIS INDENTURE, Made the 5th day of April, 1976, between Taft Budge, a married man, of Paris, County of Bear Lake, State of Idaho, the party of the first part, and Alan J. Alder and Gerald J. Alder, 415 South Main Street, Paris, County of Bear Lake, State of Idaho 83261, the parties of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of ONE AND NO/100 DOLLARS, lawful money of the United States of America, to him in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, does by these presents demise, release and forever Quit claim unto the said parties of the second part, and to their heirs and assigns all that certain real property situated in Bear Lake County, State of Idaho, particularly described as follows, to-wit:

Township 14 South, Range 44 East of the Boise Meridian:

Section 6: Beginning at center of said Section 6, township and range aforesaid, and running
thence West 735 feet along South line of the NW¼ of Section 6 to the East bank of Natural outlet channel of Bear Lake;
thence by meander along East bank of said channel as follows:
North 20° East 250 feet;
thence North 60°16' West 168 feet;
thence North 69°40' West 313 feet;
thence South 79°15' West 256 feet;
thence North 38°15' West 34.06 feet, to the South line of Paris Dingle Road;
thence North 76° East 1512.5 feet, more or less, along South line of said road to a point in East boundary of Northwest quarter Section 6;
thence South along said quarter section line 744.4 feet,
to the point of beginning.

ALSO, Beginning at the center of said Section 6, township and range aforesaid, and running
thence South 699 feet to center of what is known as "Little Outlet";
thence by meander along center of said "Little Outlet" as follows:
North 40°10' West 363 feet;
thence South 84°02' West 349 feet;
thence North 66°26' West 180 feet;
thence North 1°40' East 366.52 feet to the North line of the SW¼ of said Section 6;
thence East 735 feet,
to the point of beginning.

ALSO, That portion of the following described tract lying within the NE¼SW¼ of said Section 6, described as follows:
Beginning 660 feet South of the Northeast corner of the NW¼SE¼ of said Section 6, township and range aforesaid, and running
thence South 66°15' West 132 feet;
thence North 81° West 264 feet;
thence South 68°15' West 396 feet;
thence South 83°30' West 462 feet;
thence North 76° West 198 feet;
thence North 27° West 264 feet;
thence North 88° West 528 feet;
thence North 13°20' West 396 feet;
thence South 22°10' West 330 feet;
thence South 24° East 462 feet;

thence South 6° West 412 feet, more or less, to the South one-sixteenth line;
thence East along the South one-sixteenth line 810 feet, more or less, to the Northeast corner of Lot 8;
thence South 1004 feet along the meridianal section line of said Section 6;
thence North 60° East 1518 feet to the East one-sixteenth line;
thence North 924 feet along the East one-sixteenth line, to the point of beginning.

This Quit claim deed is given for the purpose of perfecting the title to the above described premises which was erroneously included in a Deed given by Ezra T. Budge and Ada Budge, husband and wife, to Louis Budge, Cyril Budge, Wilford Budge, Newell R. Budge, and Taft Budge, dated March, no day, 1928, recorded June 16, 1928, in Book 30 of Deeds, at page 285, under recorder's instrument No. 31512, records of Bear Lake County, Idaho.

Said Taft Budge states that he and his brother, Newell R. Budge, are the only surviving grantees in the above described deed and that he knows of a surety that the above described description was erroneously included in the deed to him and his brothers.

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

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

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

Taft Budge
TAFT BUDGE.

STATE OF IDAHO)
: ss.
County of Bear Lake)

On this 12th day of April, 1976, before me, the undersigned, a Notary Public in and for said County and State personally appeared Taft Budge known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Leonard O. Kingsford
NOTARY PUBLIC for the State of Idaho.
Residing at Soda Springs, Idaho.
My commission expires: August 14, 1977.

WARRANTY DEED

108083

REVENUE STAMPS

For Value Received We Lloyd C. Kennington and wife Naomi L. Kennington, of Paris, Bear Lake County, Idaho, WITNESS, That the parties for and in consideration of the sum Ten ($10.00) Dollars and other valuable consideration, the grantors, does hereby grant, bargain, sell and convey unto Alan J. Alder, Gerald J. Alder of Logan, Cache County, Utah and Karl J. Alder, of Providence, Cache County, Utah.

the grantees, the following described premises, in Bear Lake County Idaho, to wit:

REAL PROPERTY:

Beginning at center of Sec. 6, Township 14 S., Range 44 East of the Boise Meridian, thence West 735 feet along South line of Northwest Sec. 6 to East bank of natural outlet channel of Bear Lake, thence by meandor along East bank of said channel as follows: North 20* East 250 feet; thence North 60* 16' West 168 feet; thence North 69* 40' West 313 feet; thence South 79* 15' West 256 feet; thence North 38* 15' West 34.06 feet, to South Line of Paris-Dingle road, thence North 76* East 1512.5 feet along South line of said road to a point in East boundary of Northwest Quarter of Section 6; thence South along said Quarter, Section line 744.4 feet to beginning, containing 12.3 acres approximately.

Also, beginning at the center of Section 6, Township 14 South Range 44 East of the Boise Meridian; thence South 699 feet to center of what is known as "Little Outlet"; thence by meander along center of said "Little Outlet" as follows: North 40* 10' West 363 feet; thence South 84*02' West 349 feet; North 66* 26' West 180 feet; North 1* 40' East 366.52 feet to North line of Southwest Quarter Section 6; thence East 835 feet to beginning, containing 8.08 acres.

Also, commencing at the Northeast Corner of Lot 8, Section 6, Township and range aforesaid; thence West 7 chs. 33 lks. to Paris Creek; up center of Creek in Southwest direction 11 chs. to where Bloomington Creek joins Paris Creek; thence up Bloomington Creek in a southeasterly direction following its meanderings about 21 chs. to a point 2 chs. 80 lks. South 60* West from Southeast Corner of Lot 8; thence North 60* East 2 chs. 80 lks. to Southeast corner of Lot 8; North 11 chs. 80 lks. to beginning, containing 14.58 acres approximately. Together with water.

Also, beginning at a point in the West line of lot 10, North 88* 30' West 1320 feet and South 660 feet from the Southeast corner of the Northeast Quarter of Section 6, Township 14 South, Range 44 East of the Boise Meridian which is the middle of a creek on the east line of the Utah Power and Light Company's outlet canal right of way, and running thence South 20* 30' East along East line of Utah Power and Light Company's right-of-way 2451 feet; thence South 68* West 140 feet; thence South 20' East 987 feet; thence North 77*12' East 496 feet; thence North 13* West 3250 feet; thence North 85* West up said creek 425 feet; thence South 85 West up center of said creek 400 feet to place of beginning, and containing 40.1 acres more or less.

Also the Government Lots 5,6,7, and 8; the East half of the West Half; all in section 18, Township 14 South, Range 44 East, Boise Meridian in Idaho.

SAVING AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL TO-WIT: Commencing at the Southwest corner of the Southeast Quarter of the Southwest Quarter (South Quarter corner of Southwest Quarter) of Section 18, Township 14 South, Range 44 East of the Boise Meridian, and running thence North 50 rods; thence East 160 rods, more or less, to the marginal survey line of lot 5 of said Section 18; thence South on the marginal survey line of said lot 5, 50 rods more or less to the South line of said section 18; thence West on said Section line 160 rods, more or less, to the place of beginning containing 50 acres, more or less. Together with all water rights thereunto belonging.

One-fifth (1/5) interest in holding yard in east edge of Paris, Idaho.
One Hundred Sixty-Two Shares of Water Right.
Transfer of least of 17 acres of Utah Power and Light property.
All rights, title, and interest in 369 acres of Government land adjoining the

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, Their heirs and assigns forever. And the said Grantors does hereby covenant to and with the said Grantees, that they are the owner in fee simple of said premises; that they are free from all incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: April,1,1967

Lloyd C. Kennington

Naomi L. Kennington

STATE OF IDAHO, COUNTY OF Bear Lake

On this 1st day of April, 1967, before me, a notary public in and for said State, personally appeared

Lloyd C. Kennington and wife
Naomi L. Kennington

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public

Residing at , Idaho

Comm. Expires

STATE OF IDAHO } ss
County of Bear Lake }

I hereby certify that this instrument was filed at the request of Caribou Title Company at 4:45 o'clock P. M. this 12th day of April, 1976 in my office and duly recorded in Microfilm Records

Betty Wallentine
Ex-Officio Recorder

Deputy

INDEXED

Furnished by the POCATELLO TITLE CO.

108085

WARRANTY DEED

For Value Received

KARL J. ALDER AND CLAUDIA ALDER, HUSBAND AND WIFE

the grantor , do hereby grant, bargain, sell and convey unto

ALAN J. ALDER AND GERALD J. ALDER,

the grantee , the following described premises, in Bear Lake County Idaho, to wit:

SEE SHEET ATTACHED

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee , heirs and assigns forever. And the said Grantor do hereby covenant to and with the said Grantee , that he the owner in fee simple of said premises; that they are free from all incumbrances

and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: March 18, 1976.

Karl J. Alder

Claudia A. Alder

STATE OF IDAHO, COUNTY OF

On this day of , 19 , before me, a notary public in and for said State, personally appeared

known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that executed the same.

Notary Public

Residing at , Idaho

Comm. Expires

108085

STATE OF IDAHO } ss
County of Bear Lake }

I hereby certify that this instrument was filed at the request of Caribou Title Company at 4:55 o'clock P. M. this 12th day of April, 1976 in my office and duly recorded in Miscellan Records

Betty Wallentine Jeannine Parker
Ex-Officio Recorder Deputy

INDEXED

STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES } ss.

ON MAR 18 76 19
before me, the undersigned, a Notary Public in and for said State, personally appeared Karl J. Alder And Claudia Alder, known to me to be the person s whose name s subscribed to the within instrument, and acknowledged to me that they executed the same.

WITNESS my hand and official seal

Melody Ann Orr
Notary Public in and for said State.

OFFICIAL SEAL
MELODY ANN ORR
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Commission Expires June 6, 1976

ACKNOWLEDGMENT—General—Wolcotts Form 238—Rev. 3-64

Furnished by the AMERICAN LAND TITLE CO.

Tract 2:

ALSO, Beginning at the center of said Section 6, township and range aforesaid, and running
thence South 699 feet to center of what is known as "Little Outlet";
thence by meander along center of said "Little Outlet" as follows:
North 40°10' West 363 feet;
thence South 84°02' West 349 feet;
thence North 66°26' West 180 feet;
thence North 1°40' East 366.52 feet to the North line of the SW¼ of said Section 6;
thence East 735 feet,
to the point of beginning.

Tract 3:

ALSO, Beginning at the Northeast corner of Lot 8 of said Section 6, township and range aforesaid, and running
thence West 483.78 feet, more or less, to Paris Creek;
thence up center of Creek in a Southwesterly direction 726 feet to where Bloomington Creek joins Paris Creek;
thence up Boomington Creek in a Southeasterly direction following its meanderings 1386 feet to a point 184.4 feet South 60° West from the Southeast corner of Lot 8;
thence North 60° East 184.8 feet to the Southeast corner of Lot 8;
thence North 778.8 feet,
to the point of beginning.

Tract 4:

ALSO, Beginning 660 feet South of the Northeast corner of the NW¼SE¼ of said Section 6, township and range aforesaid, and running
thence South 66°15' West 132 feet;
thence North 81° West 264 feet;
thence South 68°15' West 396 feet;
thence South 83°30' West 462 feet;
thence North 76° West 198 feet;
thence North 27° West 264 feet;
thence North 88° West 528 feet;
thence North 13°20' West 396 feet;
thence South 22°10' West 330 feet;
thence South 24° East 462 feet;
thence South 6° West 412 feet, more or less, to the South one-sixteenth line;
thence East along the South one-sixteenth line 810 feet, more or less, to the Northeast corner of Lot 8;
thence South 1004 feet along the meridanal section line of said Section 6;
thence North 60° East 1518 feet to the East one-sixteenth line;
thence North 924 feet along the East one-sixteenth line,
to the point of beginning.

Tract 5:

Section 18: Lots 5, 6, 7 and 8, E½W½, EXCEPT THEREFROM, the following described tract:

Beginning at the Southwest corner of the SE¼SW¼ of said Section 18, township and range aforesaid, and running
thence North 825 feet;
thence East 2640 feet, more or less, to the marginal survey

line of Lot 5, of said Section 18;
thence South on the marginal survey line of said Lot 5, 825 feet, more or less to the South line of said Section 18;
thence West on said Section line 2640 feet, more or less,
to the point of beginning.

Bear Lake County, Idaho:

Township 14 South, Range 44 East of the Boise Meridian:

Tract 1:

Section 6: Beginning at center of said Section 6, township and range aforesaid, and running
thence West 735 feet along South line of the NW¼ of Section 6 to East bank of Natural outlet channel of Bear Lake;
thence by meander along East bank of said channel as follows:
North 20° East 250 feet;
thence North 60°16' West 168 feet;
thence North 69°40' West 313 feet;
thence South 79°15' West 256 feet;
thence North 38°15' West 34.06 feet, to the South line of Paris Dingle Road;
thence North 76° East 1512.5 feet, more or less, along South line of said road to a point in East boundary of Northwest quarter section 6;
thence South along said quarter section line 744.4 feet, to the point of beginning..

108142

STATE OF IDAHO
County of Bear Lake
Date April 19 1976
Time 10:45 AM
No. Microfilmed
Betty W. Allen
Jeanette Parker
Deputy

INDEXED

QUIT CLAIM DEED

THIS INDENTURE, Made the 5th day of April, 1976, between Newell R. Budge, a married man, of New Glasgow, County of Pictou, Province of Nova Scotia, Canada, the party of the first part, and Alan J. Alder and Gerald J. Alder, 415 South Main Street, Paris, County of Bear Lake, State of Idaho 83261, the parties of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of ONE AND NO/100 DOLLARS, lawful money of the United States of America, to him in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, does by these presents demise, release and forever Quit Claim unto the said parties of the second part, and to their heirs and assigns all that certain real property situated in Bear Lake County, State of Idaho, particularly described as follows, to-wit:

Township 14 South, Range 44 East of the Boise Meridian:

Section 6: Beginning at center of said Section 6, township and range aforesaid, and running
thence West 735 feet along South line of the NW¼ of Section 6 to the East bank of Natural outlet channel of Bear Lake;
thence by meander along East bank of said channel as follows: North 20° East 250 feet;
thence North 60°16' West 168 feet;
thence North 69°40' West 313 feet;
thence South 79°15' West 256 feet;
thence North 38°15' West 34.06 feet, to the South line of Paris Dingle Road;
thence North 76° East 1512.5 feet, more or less, along South line of said road to a point in East boundary of Northwest quarter Section 6;
thence South along said quarter section line 744.4 feet, to the point of beginning.

ALSO, Beginning at the center of said Section 6, township and range aforesaid, and running
thence South 699 feet to center of what is known as "Little Outlet";
thence by meander along center of said "Little Outlet" as follows: North 40°10' West 363 feet;
thence South 84°02' West 349;
thence North 66°26' West 180 feet;
thence North 1°40' East 366.52 feet to the North line of the SW¼ of said Section 6;
thence East 735 feet,
to the point of beginning.

ALSO, That portion of the following described tract lying within the NE¼SW¼ of said Section 6, described as follows:
Beginning 660 feet South of the Northeast corner of the NW¼SE¼ of said Section 6, township and range aforesaid, and running
thence South 66°15' West 132 feet;
thence North 81° West 264 feet;
thence South 68°15' West 396 feet;
thence South 83°30' West 462 feet;
thence North 76° West 198 feet;
thence North 27° West 264 feet;
thence North 88° West 528 feet;
thence North 13°20' West 396 feet;
thence South 22°10' West 330 feet;
thence South 24° East 462 feet;

thence South 6° West 412 feet, more or less, to the South one-sixteenth line;
thence East along the South one-sixteenth line 810 feet, more or less, to the Northeast corner of Lot 8;
thence South 1004 feet along the meridianal section line of said Section 6;
thence North 60° East 1518 feet to the East one-sixteenth line;
thence North 924 feet along the East one-sixteenth line, to the point of beginning.

This Quit claim deed is given for the purpose of perfecting the title to the above described premises which was erroneously included in a Deed given by Ezra T. Budge and Ada Budge, husband and wife, to Louis Budge, Cyril Budge, Wilford Budge, Newell R. Budge, and Taft Budge, dated March, no day, 1928, recorded June 16, 1928, in Book 30 of Deeds, at page 285, under recorder's instrument No. 31512, records of Bear Lake County, Idaho.

Said Newell R. Budge states that he and his brother, Taft Budge, are the only surviving grantees in the above described deed and that he knows of a surety that the above described description was erroneously included in the deed to him and his brothers.

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

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

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

Newell R. Budge
NEWELL R. BUDGE

PROVINCE OF NOVA SCOTIA)
: ss.
County of PICTOU)

On this 14th day of April, 1976, before me, the undersigned, a Notary Public in and for said County and Province personally appeared Newell R. Budge known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

NOTARY PUBLIC for the Province of Nova Scotia.
Residing at: New Glasgow
My commission expires: Life

JAMES O. WILSON, B.A., LL.B.

117865

STATE OF IDAHO
County of Bear Lake
Date March 21, 1979
Time 1:30 P.M.
No. Microfilmed
Clerk Roy Bunderson
Deputy

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That GERALD J. ALDER and SANDRA ALDER, his wife, and ALAN J. ALDER and JEAN ALDER, his wife, hereinafter called Grantors, for and in consideration of the sum of One Hundred Thirteen Thousand Three Hundred Twenty-Five and 30/100 Dollars ($113,325.30) which sum is the true consideration for this transfer, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to the UNITED STATES OF AMERICA and its assigns, all of the real property with the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, situated in the County of Bear Lake, State of Idaho, to-wit:

ALL BEARINGS ARE BASED ON THE TRUE MERIDIAN.

T. 14 S., R. 44 E., BOISE MERIDIAN:

TRACT (17)

A TRACT OF LAND IN THE EAST 1/2 OF THE WEST 1/2 AND GOVERNMENT LOT 5, SECTION 6, ABOVESAID TOWNSHIP AND RANGE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER 1/4 CORNER OF SAID SECTION 6;

THENCE, FROM SAID POINT OF BEGINNING AND ALONG THE NORTH-SOUTH 1/4 LINE THROUGH SAID SECTION,

SOUTH 00°00'45" EAST 633.62 FEET

TO THE CENTER LINE OF WHAT IS KNOWN AS THE "LITTLE OUTLET";

THENCE, BY MEANDER ALONG THE CENTER OF SAID "LITTLE OUTLET" THE FOLLOWING COURSES:

	NORTH 46°41'09" WEST	170.53 FEET,
	NORTH 41°14'34" WEST	115.67 FEET,
	SOUTH 86°56'59" WEST	428.12 FEET,
	NORTH 24°17'33" WEST	351.62 FEET,
AND	NORTH 09°17'45" EAST	149.48 FEET

TO THE EAST-WEST 1/4 LINE THROUGH SAID SECTION 6;

THENCE, EASTERLY ALONG THE SAID EAST-WEST 1/4 LINE,

SOUTH 88°48'31" EAST 26.93 FEET

TO THE EAST BANK OF THE NATURAL OUTLET CHANNEL OF PARIS CREEK;

THENCE, NORTHERLY ALONG THE EAST BANK OF SAID CHANNEL, THE FOLLOWING COURSES:

NORTH 22°42'17" EAST	72.72 FEET,
NORTH 08°15'24" EAST	195.32 FEET,
NORTH 68°31'53" WEST	479.58 FEET,
SOUTH 75°05'28" WEST	226.94 FEET,

	SOUTH 87°11'12" WEST	93.45 FEET,
	NORTH 67°04'30" WEST	48.15 FEET,
AND	SOUTH 55°47'23" EAST	14.53 FEET

TO THE SOUTH RIGHT-OF-WAY LINE OF THE "PARIS-DINGLE" ROAD;

THENCE, EASTERLY ALONG THE SAID RIGHT-OF-WAY LINE,

NORTH 76°02'33" EAST 1500.60 FEET

TO THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 6;

THENCE, SOUTHERLY ALONG THE SAID NORTH-SOUTH 1/4 LINE,

SOUTH 00°00'45" EAST 760.46 FEET

TO THE POINT OF BEGINNING.

CONTAINING 20.29 ACRES, MORE OR LESS.

TRACT (17a)

A TRACT OF LAND BEING A PART OF THE SOUTH 1/2 OF SECTION 6, ABOVE SAID TOWNSHIP AND RANGE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT GOVERNMENT MEANDER LINE ANGLE POINT 2, SAID SECTION 6;

THENCE, FROM SAID POINT OF BEGINNING AND FOLLOWING THE GOVERNMENT MEANDER LINE ALONG THE NORTHWESTERLY SIDE OF BEAR LAKE,

SOUTH 61°31'53" WEST 1808.03 FEET

TO THE CENTER LINE OF BLOOMINGTON CREEK;

THENCE, NORTHERLY ALONG THE CENTER LINE MEANDERS OF BLOOMINGTON CREEK:

	NORTH 07°49'27" WEST	160.65 FEET,
	NORTH 00°46'44" WEST	99.79 FEET,
	NORTH 14°59'12" WEST	71.33 FEET,
	NORTH 65°20'29" WEST	53.53 FEET,
	SOUTH 76°25'02" WEST	146.58 FEET,
	NORTH 87°29'09" WEST	59.10 FEET,
	NORTH 68°10'38" WEST	73.52 FEET,
	NORTH 47°37'05" WEST	166.63 FEET,
	SOUTH 70°49'36" WEST	110.10 FEET,
	SOUTH 33°38'48" WEST	54.74 FEET,
	SOUTH 61°28'33" WEST	91.84 FEET,
AND	NORTH 25°21'12" WEST	169.73 FEET

TO THE CENTER LINE OF THE NATURAL OUTLET CHANNEL OF PARIS CREEK;

THENCE, NORTHERLY ALONG THE CENTER LINE OF THE NATURAL OUTLET CHANNEL OF PARIS CREEK:

NORTH 67°32'41" EAST	85.68 FEET,
NORTH 01°08'42" EAST	189.45 FEET,
NORTH 16°20'45" EAST	155.53 FEET,

	NORTH 67°22'09" EAST	112.41 FEET,
	NORTH 85°31'46" EAST	156.58 FEET,
	NORTH 39°41'50" EAST	55.05 FEET,
AND	NORTH 10°19'34" EAST	110.64 FEET

TO THE NORTH LINE OF LOT 8, SAID SECTION 6;

THENCE, FOLLOWING SAID NORTH LINE,

	SOUTH 88°38'41" EAST	113.25 FEET

TO THE WEST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE CONVEYANCE FROM HENRY AND ANNA B. TEUCHER TO WILLIAM L. RICH, DATED JUNE 8, 1898 AND RECORDED MARCH 12, 1902 IN BEAR LAKE COUNTY OFFICIAL RECORDS;

THENCE, NORTHERLY ALONG THE SAID RICH LINE,

	NORTH 06°00' EAST	364.09 FEET,
	NORTH 24°00' WEST	462.00 FEET,
AND	NORTH 22°10' EAST	330.00 FEET

TO AN ANGLE POINT ON SAID RICH LINE;

THENCE, CONTINUING EASTERLY ALONG THE SAID RICH LINE,

	SOUTH 13°20' EAST	396.00 FEET,
	SOUTH 88°00' EAST	528.00 FEET,
	SOUTH 27°00' EAST	264.00 FEET,
	SOUTH 76°00' EAST	198.00 FEET,
	NORTH 83°30' EAST	462.00 FEET,
AND	NORTH 68°15' EAST	287.80 FEET

TO THE WEST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE CONVEYANCE FROM W.L.AND EMILY M. RICH TO THE TELLURIDE POWER COMPANY, DATED SEPTEMBER 10, 1911 AND RECORDED SEPTEMBER 13, 1912 IN BEAR LAKE COUNTY OFFICIAL RECORDS;

THENCE, SOUTHEASTERLY ALONG THE SAID TELLURIDE POWER COMPANY WEST LINE,

	SOUTH 20°16' EAST	759.58 FEET

TO THE NORTHEASTERLY EXTENSION OF THAT CERTAIN COURSE FROM THE MEANDER CORNER BETWEEN SECTION 6 AND 7 TO ANGLE POINT 2, SECTION 6, ABOVESAID MEANDER LINE;

THENCE, SOUTHWESTERLY ALONG SAID MEANDER LINE EXTENSION,

	SOUTH 61°31'53" WEST	101.96 FEET

TO THE POINT OF BEGINNING.

CONTAINING 56.29 ACRES, MORE OR LESS.

TRACT (17b)

A TRACT OF LAND BEING A PART OF SECTION 18, SAID TOWNSHIP AND RANGE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MEANDER CORNER BETWEEN SECTIONS 7 AND 18, ABOVE-SAID TOWNSHIP AND RANGE;

THENCE, FROM SAID POINT OF BEGINNING AND FOLLOWING THE GOVERNMENT MEANDER LINE ALONG THE WESTERLY SIDE OF BEAR LAKE,

SOUTH 37°19'49" EAST 918.18 FEET

TO ANGLE POINT 1 OF SAID MEANDER LINE;

THENCE, CONTINUING ALONG SAID MEANDER LINE,

SOUTH 20°17'21" WEST 2426.39 FEET

TO ANGLE POINT 2 OF SAID MEANDER LINE;

THENCE, CONTINUING ALONG SAID MEANDER LINE,

SOUTH 33°09'47" EAST 1099.32 FEET

TO ANGLE POINT 3 OF SAID MEANDER LINE;

THENCE, CONTINUING ALONG SAID MEANDER LINE,

SOUTH 60°16'21" WEST 394.72 FEET

TO ANGLE POINT 4 OF SAID MEANDER LINE;

THENCE, CONTINUING ALONG SAID MEANDER LINE,

SOUTH 11°31'59" EAST 300.63 FEET

TO A POINT THAT IS NORTHERLY 825.0 FEET (WHEN MEASURED AT RIGHT ANGLES TO) THE SOUTH LINE OF SAID SECTION 18;

THENCE, PARALLEL TO AND 825.0 FEET NORTHERLY OF (WHEN MEASURED AT RIGHT ANGLES TO) SAID SOUTH LINE,

SOUTH 89°58'23" WEST 1214.70 FEET

TO A POINT ON THE NORTH-SOUTH 1/4 LINE THROUGH SAID SECTION 18;

THENCE, CONTINUING PARALLEL TO AND 825.00 FEET NORTHERLY OF (WHEN MEASURED AT RIGHT ANGLES TO) SAID SOUTH LINE,

NORTH 89°57'48" WEST 1321.14 FEET

TO A POINT ON THE EAST LINE OF LOT 4 OF SAID SECTION 18;

THENCE, NORTHERLY ALONG THE EAST LINE OF LOTS 4 AND 3 OF SAID SECTION,

NORTH 00°06'33" WEST 1795.88 FEET

TO THE NORTHEAST CORNER OF SAID LOT 3, ALSO BEING ON THE EAST-WEST 1/4 LINE THROUGH SAID SECTION;

THENCE, NORTHERLY ALONG THE EAST LINE OF LOTS 2 AND 1,

NORTH 00°06'02" WEST 2618.36 FEET

TO THE NORTHEAST CORNER OF SAID LOT 1, ALSO BEING ON THE NORTH LINE OF SAID SECTION;

THENCE, EASTERLY ALONG THE SAID NORTH LINE,

NORTH 89°56'14" EAST 1321.55 FEET

TO THE 1/4 CORNER COMMON TO SECTION 7 AND SAID SECTION 18, SAID TOWNSHIP AND RANGE;

THENCE, CONTINUING EASTERLY ALONG THE NORTH LINE OF SAID SECTION 18,

NORTH 89°58'26" EAST 1188.19 FEET

TO THE TRUE POINT OF BEGINNING.

CONTAINING 266.83 ACRES, MORE OR LESS.

The above tracts contain in the aggregate 343.41 acres, more or less.

Together with all water, water rights, water appropriations, ditches, ditch rights-of-way and ditch rights as heretofore used and enjoyed in connection with the above described lands.

RESERVING UNTO THE GRANTORS, their successors and assigns, the right to prospect for, mine, or remove oil and gas from the above described lands for a period of 20 years from the date of this deed, and so long thereafter as oil or gas is produced from said lands, or so long as Grantors, their successors and assigns, conduct drilling or reworking operations thereon with no cessation for more than sixty consecutive days until production results and if production results, so long as oil or gas is produced. The Grantors reserve unto themselves, their successors and assigns, the right to ingress and egress over the said lands in the exercise of the rights reserved herein.

In the event of oil or gas being discovered and developed, the Grantors covenant and agree that forty percent (40%) of the Grantors' interest in all oil and gas produced shall be paid to the United States, until the purchase price for the land has been recovered by the United States. This provision shall be exercised at the option of the United States in the event such oil or gas development should leave the land unusable for refuge purposes.

This provision for payment of forty percent (40%) of the Grantors' royalty interest to the United States shall apply to the royalties reserved in the existing lease hereinafter referred to, as well as to any leases hereafter executed by Grantors, their successors or assigns. All remaining royalties shall be recovered by the Grantors, their successors and assigns.

The land is now subject to the oil and gas lease in favor of Gerald A. Hancock, as per lease of record in the office of the County Clerk of Bear Lake County, Idaho, Instrument No. 107633 and this conveyance is subject to the rights of the lessee in said lease.

The oil and gas reservation made by the Grantors, their successors or assigns, after the expiration of the said lease to Hancock, shall contain the following stipulations for the protection of the United States.

The exploration by the Grantors, their successors or assigns, the drilling for, development of, and the transportation or removal of oil and gas, and the control of abandoned wells or wells taken out of production, shall be conducted by the most approved methods as dictated by State law, and paramount consideration shall be given to the prevention of contamination by oil, field brine or of any other oil field contaminants or damage of the lands for wildlife refuge purposes. All structures erected for drilling, development, transportation or removal of oil or gas shall be held to a minimum. Any production waste in proximity to the sources must be confined as to prevent escape.

Provision must be made for the removal of oil field brine, by pipeline or other approved method, so as not to contaminate the lands or the waters of the refuge. In the event any damage to the lands or water, or lands and water, the Secretary of the Interior will be the sole authority in determining the extent of the damage immediately apparent or that may be reasonably anticipated growing out of the leakage of such contaminants.

It is mutually understood and agreed that in the exercise and use of the reservations herein, the Grantors, their successors and assigns, shall not disturb, damage, or destroy any improvements or property of the United States, within the refuge area and all such property so damaged or destroyed shall be replaced or repaired, at the option of the Secretary of the Interior, by the United States at the cost of the Grantors or by the Grantors; nor shall the Grantors, their successors and assigns, agents and employees, cut, burn, or destroy any timber, grass, or other natural growth within the refuge, nor shall the Grantors, their successors and assigns, agents and employees, take any bird, or nest or egg, or any other wildlife species except by written permission of the Secretary of the Interior or his duly authorized agent.

The use, occupation, and operation of the reservations retained herein, shall be subordinate to and subject to such rules and regulations as may be prescribed by the Secretary of the Interior governing the use, occupation, protection, and administration of land within the National Wildlife Refuge System under and in compliance with the provisions of Section 6 of the Act of February 18, 1929 (45 Stat. 1222), as amended by Section 301 of the Act of June 15, 1935 (49 Stat. 381).

The above land is acquired by the United States for the use of Fish and Wildlife Service, Department of the Interior, pursuant to Section 6 of the Act of February 18, 1929 (45 Stat. 1222), as amended by Section 301 of the Act of June 15, 1935 (49 Stat. 381) and the Migratory Bird Hunting Stamp Act of March 16, 1934, as amended.

To Have and To Hold the above described premises to the United States of America and its assigns, forever.

The Grantors hereby covenant to and with the United States and its assigns, that Grantors are lawfully seized in fee simple of the above granted premises, have a good and lawful right and power to sell and convey the same, that the same are free and clear of all encumbrances and that Grantors will warrant and forever defend the title thereto and quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Dated this 20 day of March, 1979.

Gerald J. Alder

Sandra Alder

Alan J. Alder

Jean Alder

ACKNOWLEDGMENT

STATE OF Utah)
) ss
County of Cache)

On this 20th day of March, 19 79, before me the undersigned, a Notary Public in and for the State of Utah, duly commissioned and sworn personally appeared Gerald J. Alder and Sandra Alder known to me to be the individuals described in and who executed the foregoing instrument and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of Utah residing at Logan

My Commission Expires: January 12, 1983

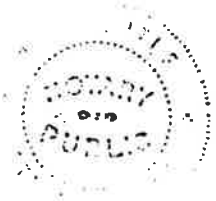
NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF Utah)
) ss
County of Cache)

On this 20th day of March, 19 79, before me the undersigned, a Notary Public in and for the State of Utah, duly commissioned and sworn personally appeared Alan J. Alder and Jean Alder known to me to be the individuals described in and who executed the foregoing instrument and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Notary Public in and for the State of Utah residing at Logan

My Commission Expires: January 12, 1983

Flying S Title and Escrow of Idaho, Inc.
469 Washington St
Montpelier, ID 83254
Phone: (208)847-1300 / Fax: (208)847-1314

PR: AFFGRP **Ofc:** 38 (14077)

Final Invoice

To: US Fish and Wildlife Service
911 NE 11th Ave.
Portland, OR 97232

Invoice No.: 14077 - 381001174
Date: 12/05/2023
Our File No.: 1120761-MON
Title Officer: Carrie Hemmert
Escrow Officer:
Customer ID: 481829

Attention: Danielle Zarlengo
Your Ref.: USA Tract #17a

Liability Amounts

RE: **Property:**
, Paris, ID 83261

Buyers:
Sellers: United States of America

Description of Charge	Invoice Amount
Guarantee-Recorded Document Guarantee	$350.00
Work Charge - copies 28 pages	$28.00

INVOICE TOTAL **$378.00**

Comments:

Thank you for your business!

To assure proper credit, please send a copy of this Invoice and Payment to:
Attention: Accounts Receivable Department
NOTE NEW REMITTANCE ADDRESS, LB# 1083, Flying S Title and Escrow, PO Box 35146
Seattle, WA 98124-5146

GUARANTEE

Issued by

Flying S Title and Escrow of Idaho, Inc.
469 Washington St, Montpelier, ID 83254
Title Officer: Carrie Hemmert
Phone: (208)847-1300
FAX: (208)847-1314

First American Title™

Form 5010500 (7-1-14)

Guarantee Number: 501055-

Guarantee Face Page

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY



First American Title™

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

This jacket was created electronically and constitutes an original document

First American Title

Guarantee

Recorded Document Guarantee
ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
5010500-1120761-MON

LIABILITY: **$3,500.00**

ORDER NO.: **1120761-MON**

FEE: **$350.00**

REFERENCE NO.: **USA Tract #17a**

First American Title Insurance Company
a Nebraska corporation, herein called the Company,
SUBJECT TO THE TERMS, LIMITATIONS AND CONDITIONS OF
THE APPLICATION FOR THIS GUARANTEE
EXECUTED ON November 30, 2023
WHICH APPLICATION, OR COPY THEREOF, IS ATTACHED HERETO AND
MADE A PART OF

GUARANTEES

The United States of America

herein called the Assured, against loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

Any claim or other notice to the Company shall be in writing and shall be addressed to the Company at 1 First American Way, Santa Ana, California 92707.

THIS GUARANTEE IS NOT VALID AND THE COMPANY SHALL HAVE NO LIABILITY HEREUNDER UNLESS THE APPLICATION REFERRED TO ABOVE OR COPY THEREOF AND SCHEDULE A ARE ATTACHED HERETO.

Dated: **November 15, 2023** at **7:30 A.M.**

By:
Authorized Countersignature

First American Title

Recorded Document Guarantee

ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
5010500-1120761-MON

Schedule A

Order No.: 1120761-MON

The assurances referred to on the face page are, that, based on a search of the records indicated in the Application referred to on the face page hereof, the following identified and attached documents constitute all of the Designated Documents requested in the Application.

Designated Documents:

1. Quit Claim Deed recorded May 25, 1918 as instrument number 15653, Book 24, page 80
2. Conveyance of Interest recorded September 6, 1952 as instrument number 66965, Misc. Book 7, page 609
3. Decree of Final Distribution recorded October 1, 1952 as instrument number 67014, Book 45, page 66
4. Warranty Deed recorded April 12, 1976 as instrument number 108078
5. Quit Claim Deed recorded April 12, 1976 as instrument number 108081
6. Warranty Deed recorded April 12, 1976 as instrument number 108083
7. Warranty Deed recorded April 12, 1976 as instrument number 108085
8. Quit Claim Deed recorded April 19, 1976 as instrument number 108142
9. Warranty Deed recorded March 21, 1979 as instrument number 117865

APPLICATION FOR THE ISSUANCE OF A RECORDED DOCUMENT GUARANTEE

Applicant, for the purpose of purchase, sale, lease or loan, is in the process of investigating the prior ownerships and uses of the Subject Property. As only a component of that investigation, Applicant hereby requests the Company to furnish Applicant with a Recorded Document Guarantee, which Guarantee will set forth and attach copies of the Designated Documents. The Guarantee is being provided to Applicant solely for the purpose of facilitating any innocent landowner or purchaser defenses which may be available under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended. It is provided for the sole use and benefit of Applicant and may not be used or relied upon by any other party.

1. The following terms when used in the Application and the Recorded Document Guarantee shall mean:

   a. **Applicant** - The party or parties which have executed this Application and which are shown as the Assured in the Guarantee.

   b. **CERCLA** - Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

   c. **Company** - First American Title Insurance Company.

   d. **Designated Documents** - Those documents specifically designated by Applicant in paragraphs 3a or 3b, and in paragraph 4 and which describe the Subject Property or any portion thereof and which are not Excluded Documents.

   e. **Excluded Documents** - Any of the following:

      (i) documents indexed in the Company's title plant records by name only,

      (ii) documents pertaining to an estate or interest in minerals, gas and oil, or other hydrocarbon substances,
      (iii) documents pertaining to water rights, claims or title to water, or
      (iv) documents recorded or indexed outside the chain of title, whether or not the documents impart constructive notice to purchasers of the Subject Property for value and without knowledge.

   f. **Guarantee** - Recorded Document Guarantee.

   g. **Land Records** - Those records in which under state statutes the Designated Documents must be recorded in order to impart constructive notice to purchasers of the Subject Property for value and without knowledge.

   h. **Subject Property** - The real property described in the Application, but not including any severed mineral estate.

2. The Subject Property is described as follows:
_USA Tract #17a - Described in Warranty Deed recorded as Instrument No. 117865

3. Applicant hereby requests the Company to issue the Guarantee identifying only the following Designated Documents which are:

a. X currently posted in the Company's title plant and which were recorded in the Land Records

from January 1, 1932 (Date) through November 15, 2023 (Date).

b. _____ recorded and indexed in the grantor-grantee indices in the Land Records of

_____
Name of County and State

from _____ (Date) through _____ (Date).

4. Designated Documents as defined in paragraph 1(d) above:

a. X Deeds

b. _____ Leases and Subleases

c. _____ Mortgages/Deeds of Trust

d. _____ Environmental Protection Liens recorded pursuant to CERCLA

e. _____ All documents

5. Applicant specifically instructs the Company to disclose in the Guarantee only the Designated Documents indicated above. Applicant understands that during the course of searching the records covered by the Guarantee the Company may find or have knowledge of documents of a type other than the Designated Documents requested by Applicant. Even if the Company knows or would have reason to know Applicant may have an interest in these other documents, Applicant imposes no duty or responsibility on the Company to disclose those documents or their content to Applicant either through the Guarantee or otherwise.

6. BY THE EXECUTION AND SUBMISSION OF THIS APPLICATION TO THE COMPANY, APPLICANT ACKNOWLEDGES AND SUBMITS:

a. That the Company's sole obligation under the Guarantee, and this Application, shall be to conduct a search in accordance with the terms and provisions of this Application and to furnish copies of the Designated Documents to Applicant as a part of the Guarantee. The Company shall have no obligation to read, examine, or interpret the Designated Documents.

b. That the Company shall not be obligated under this Guarantee to pay any costs, attorneys' fees, or expenses incurred in any action, proceeding, or other claim brought against Applicant.

c. That the Guarantee is limited in scope and is not an abstract of title, title opinion, preliminary or title report, or commitment to issue title insurance.

d. That the Guarantee is not to be relied upon by Applicant or any other person as a representation of the status of title to the Subject Property.

e. That Applicant shall have no right of action against the Company, whether or not based on negligence, except under the terms and provisions of, and subject to all limitations of, this Application and the Guarantee.

f. That the Guarantee is not valid and the Company shall have no liability thereunder unless this Application, or copy thereof, is attached thereto.

g. That the Guarantee does not assure that Applicant will be entitled to any innocent landowner or purchaser defenses which may be available under CERCLA.

LIMITATION OF LIABILITY

APPLICANT RECOGNIZES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF DAMAGES WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN THE GUARANTEE. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITIES PURSUANT TO CERCLA. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED GUARANTEE UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF THIS LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THIS LIMITATION IS AS FOLLOWS:

APPLICANT AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS GUARANTEE, THAT THE COMPANY SHALL BE LIABLE TO APPLICANT UNDER THIS GUARANTEE ONLY IN THE EVENT THAT ENVIRONMENTAL HAZARDOUS WASTE OR TOXIC SUBSTANCE CLEAN-UP COSTS OR PENALTIES ARE ACTUALLY IMPOSED ON APPLICANT, OR AGAINST THE SUBJECT PROPERTY, SOLELY BY REASON OF AN ERROR OR OMISSION BY THE COMPANY IN FAILING TO IDENTIFY AND ATTACH THE DESIGNATED DOCUMENTS TO THE GUARANTEE, WHICH ERROR OR OMISSION BY THE COMPANY HAS CAUSED APPLICANT TO FAIL TO COMPLY WITH THE REQUIREMENTS FOR DUE DILIGENCE INQUIRY OF PRIOR OWNERSHIPS AND USES IN CONNECTION WITH THE INNOCENT LANDOWNER OR PURCHASER DEFENSES UNDER CERCLA; AND THEN THE LIABILITY SHALL BE A ONE-TIME PAYMENT TO APPLICANT OF $ 3,500.00.

ACCORDINGLY, APPLICANT REQUESTS THAT THE GUARANTEE BE ISSUED WITH THIS LIMITATION AS A PART OF THE CONSIDERATION THAT APPLICANT GIVES THE COMPANY TO PREPARE AND ISSUE THE GUARANTEE.

APPLICANT CERTIFIES THAT HE HAS READ AND UNDERSTANDS ALL OF THE TERMS, LIMITATIONS AND CONDITIONS OF THIS APPLICATION.

Executed this 30th day of November, 2023.

DANIELLE ZARLENGO

Digitally signed by DANIELLE ZARLENGO
Date: 2023.11.30 12:21:54 -08'00'

(Applicant's Signature Provision)

(This application must be signed by the Applicant itself or an attorney at law representing the Applicant.)

EXHIBIT 'A'

File No.: **1120761-MON (ch)**

TRACT (17A)
A TRACT OF LAND BEING A PART OF THE SOUTH ½ OF SECTION 6, TOWNSHIP 14 SOUTH, RANGE 44 EAST, BOISE MERIDIAN, Bear Lake County, Idaho, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT GOVERNMENT MEANDER LINE ANGLE POINT 2, SAID SECTION 6;
THENCE, FROM SAID POINT OF BEGINNING AND FOLLOWING THE GOVERNMENT MEANDER LINE ALONG THE NORTHWESTERLY SIDE OF BEAR LAKE,
SOUTH 61°31'53" WEST, 1808.03 FEET
TO THE CENTER LINE OF BLOOMINGTON CREEK;
THENCE, NORTHERLY ALONG THE CENTER LINE MEANDERS OF BLOOMINGTON CREEK:
NORTH 07°49'27" WEST, 160.65 FEET,
NORTH 00°46'44" WEST, 99.79 FEET,
NORTH 14°59'12" WEST, 71.33 FEET,
NORTH 65°20'29" WEST 53.53 FEET,
SOUTH 76°25'02" WEST, 146.58 FEET,
NORTH 87°29'09" WEST, 59.10 FEET,
NORTH 68°10'38" WEST, 73.52 FEET,
NORTH 47°37'05" WEST, 166.63 FEET,
SOUTH 70°49'36" WEST, 110.10 FEET,
SOUTH 33°38'48" WEST, 54.74 FEET,
SOUTH 61°28'33" WEST, 91.84 FEET, AND
NORTH 25°21'12" WEST, 169.73 FEET
TO THE CENTER LINE OF THE NATURAL OUTLET CHANNEL OF PARIS CREEK;
THENCE, NORTHERLY ALONG THE CENTER LINE OF THE NATURAL OUTLET CHANNEL OF PARIS CREEK:
NORTH 67°32'41" EAST, 85.68 FEET,
NORTH 01°08'42" EAST, 189.45 FEET,
NORTH 16°20'45" EAST, 155.53 FEET,
NORTH 67°22'09" EAST, 112.41 FEET,
NORTH 85°31'46" EAST, 156.58 FEET,
NORTH 39°41'50" EAST, 55.05 FEET, AND
NORTH 10°19'34" EAST, 110.64 FEET
TO THE NORTH LINE OF LOT 8, SAID SECTION 6;
THENCE, FOLLOWING SAID NORTH LINE,
SOUTH 88°38'41" EAST, 113.25 FEET
TO THE WEST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE CONVEYANCE FROM HENRY AND ANNA B. TEUCHER TO WILLIAM L. RICH, DATED JUNE 8, 1898 AND RECORDED MARCH 12, 1902 IN BEAR LAKE COUNTY OFFICIAL RECORDS;
THENCE, NORTHERLY ALONG THE SAID RICH LINE,
NORTH 06°00' EAST, 364.09 FEET,
NORTH 24°00' WEST, 462.00 FEET, AND
NORTH 22°10' EAST, 330.00 FEET
TO AN ANGLE POINT ON SAID RICH LINE;
THENCE, CONTINUING EASTERLY ALONG THE SAID RICH LINE,
SOUTH 13°20' EAST, 396.00 FEET,
SOUTH 88°00' EAST, 528.00 FEET,
SOUTH 27°00' EAST, 264.00 FEET,

SOUTH 76°00′ EAST, 198.00 FEET,
NORTH 83°30′ EAST, 462.00 FEET, AND
NORTH 68°15′ EAST, 287.80 FEET
TO THE WEST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE CONVEYANCE FROM W.L. AND EMILY M. RICH TO THE TELLURIDE POWER COMPANY, DATED SEPTEMBER 10, 1911 AND RECORDED SEPTEMBER 13, 1912 IN BEAR LAKE COUNTY OFFICIAL RECORDS;
THENCE, SOUTHEASTERLY ALONG THE SAID TELLURIDE POWER COMPANY WEST LINE,
SOUTH 20°16′ EAST, 759.58 FEET
TO THE NORTHEASTERLY EXTENSION OF THAT CERTAIN COUSE FROM THE MEANDER CORNER BETWEEN SECTION 6 AND 7 TO ANGLE POINT 2, SECTION 6, ABOVESAID MEANDER LINE;
THENCE, SOUTHWESTERLY ALONG SAID MEANDER LINE EXTENSION,
SOUTH 61°31′53″ WEST, 101.96 FEET
TO THE POINT OF BEGINNING.

Beginning at the southwest corner of Section 34 Township 12 S. R. 44 E. B. M., and running thence East 70 rods; thence North 16 rods; thence North-westerly to a point 25 rods directly North of the place of beginning; thence South to the place of beginning, and containing 8 3/4 acres of land, more or less.

Also, beginning at a point 75 links West of the southeast corner of Section 33 Township 12 S. R. 44 E. B. M., and running thence West 12.88 chains; thence North 8.50 chains; thence South 88° 40' East 13 chains; thence South 6.95 chains to place of beginning, containing 12 1/100 acres of land, more or less.

Together with the shares of water in the Montpelier Irrigation Company of Montpelier, Idaho.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining and the rents, issues and profits thereof, and also, all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity of the said parties of the first part, of, in or to said premises and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD All and singular the said premises, together with the appurtenances unto the said party of the second part, and to her heirs and assigns forever, and the said parties of the first part and their heirs, the said premises, in the quiet and peaceable possession of the said party of the second part, her heirs and assigns against the said parties of the first part, and her heirs, and against any and all persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

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

Signed, sealed and delivered in the) Robert C. Williams. (seal)
presence of Chas. E. Harris as to ..... Edith Williams. (seal)
William Morgan Jr.)

UNITED STATES OF AMERICA.

STATE OF IDAHO)
: ss
County of Bear Lake)

On this 29th day of March in the year of our Lord one thousand nine hundred and twelve, before Chas. E. Harris, a Notary Public within and for said County and State, personally appeared Robert C. Williams personally known to me to be the person whose name is subscribed to the within instrument and duly acknowledged to me that he executed the same.

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

Chas. E. Harris.
(seal) Notary Public.

UNITED STATES OF AMERICA.

STATE OF WYOMING)
: ss
County of Uinta)

On this 19th day of October in the year of our Lord one thousand nine hundred and twelve, before me, William Morgan Jr., a Notary Public within and for said County and State, personally appeared Edith Williams, wife of the said Robert C. Williams, personally known to me to the person whose name is subscribed to the within instrument and duly acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my Notarial Seal the day and year in this certificate above written.

My commission expires
Jan. 21st. 1916. (seal) William Morgan. Jr.
Notary Public.

Recorded at request of E. L. McClave, May 24th. 1918, at 20 min. past 10 o'clock A. M.

By E. L. McClave. H. H. Broomhead.
Deputy. Recorder.

No. 15653. QUIT CLAIM DEED.

24-80

THIS INDENTURE, made and executed this 25th day of April, 1918, by and between Utah Power & Light Company, a corporation, party of the first part and William L. Rich of Paris, Idaho, party of the second part,

WITNESSETH: That for and in consideration of Two Hundred ($200.00) Dollars, to it in hand paid, receipt whereof is hereby acknowledged, the party of the first part does for itself, its successors and assigns, forever remise, release and quit claim unto the party of the second part, his heirs and assigns, the following described tract of land in Bear Lake County, Idaho, situated in the West 1/2 of Section 6 Township 14 S. R. 44 E. B. B. & M., described as follows:

Beginning at the center of Sec. 6 Tp. 14 S. R. 44 E. Boise Base and Meridian; thence West 735.0 ft., along the South line of the Northwest quarter of said Section 6, to the East bank of the natural outlet channel of Bear Lake; thence by meander along the East bank of said channel as follows: N. 20° 00' E. 250.0 ft; thence N. 60° 16' W. 168.0 ft; thence N. 69° 40' W. 313.0 ft; thence S. 79° 15' W. 356.0 ft; thence N. 38° 15' W. 34.06 ft. to the south line of the Paris-Dingle road; thence N. 76° 0' E. 1512.5 ft. along the South line of said road to a point in the east boundary of the northwest quarter of said Sec. 6; thence South along said quarter Sec. line 744.4 ft. to the point of beginning, containing 12.3 acres.

Also, beginning at the center of Section 6 Township 14 south of Range 44 east Boise Base and Meridian; thence S. 699 feet to the center of what is known as the "Little Outlet"; thence by meander along the center of said "Little Outlet" as follows: N. 40° 10' W. 363 feet; thence S. 84° 02' W. 349 feet; thence N. 66° 26' W. 180 feet; thence N. 1° 40' E. 366.52 feet to the North line of the S. W. 1/4 of said Section 6 ; thence East 735 feet to point of beginning, containing an area of approximately 8.08 acres.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be executed by its Vice-President and General Manager, and attested by its Secretary.

Attest: Geo. B. Thomas, Secretary. (seal)

Utah Power & Light Company.
By S. R. Inch.
Vice-President and General Manager.

STATE OF UTAH)
: ss
County of Salt Lake)

On this 25th day of April in the year 1918, before me, Bismarck Snyder, a Notary Public, personally appeared S. R. Inch, known to me to be the Vice-President and General Manager of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

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

Bismarck Snyder.
Notary Public.
Residing at Salt Lake City, Utah.

Approved as to Description:
A. E. Buckler. : (seal)

(50¢ cancelled I.Rev.stamps.)

Recorded at request of Wm. L. Nioh, May 25th. 1918, at 5 min. past 4 o'clock P. M.

H. H. Broomhead.
County Recorder.

No. 15660. E A S E M E N T.

KNOW ALL MEN BY THESE PRESENTS; That the undersigned of Bear Lake County, Idaho, Grantor, do hereby for valuable consideration received, grant unto Utah Power & Light Company, a corporation of Maine, its successors and assigns, Grantee, an easement to flood, impound and withdraw at will, water on, over and from, lands, on the Bear Lake side of that certain meander line described in the records of Bear Lake County, Idaho, beginning at page 144 of Book No. 4 of Miscellaneous records, kept in the office of the County Recorder, of said Bear Lake County, (to which records reference is hereby had for full and complete description of said meander line), so far as said meander line embraces lands within Section 18, T. 15 S. R. 44 E. B. B. & M., owned, claimed or possessed by the Grantor herein and any lands owned, claimed or possessed by the Grantor, lying within the boundaries of the above mentioned section, which are lower than the high water level of Bear Lake, and/ or of North or Mud Lake, said high water level having been heretofore determined to be approximately 5924 feet above sea level, United States Geological Survey datum, which lands are alleged to have been heretofore flooded or damaged by the operations of said Grantee.

And for said consideration I do hereby release said Utah Power & Light Company, its predecessors in interest, successors in interest and assigns, from any and all damages, past, present or future, to the lands of the Grantor, in said Section, Township and Range, hereinabove described, on account of impounding the waters of Bear Lake and/ or North or Mud Lake upon, or releasing said waters from, the said lands hereinabove described; and herein particularly releasing all damages on account of water having been raised and held upon said lands, during the years 1911 to 1917, inclusive, or either thereof, thereby preventing the raising of crops on parts of said lands, or destroying crops attempted to be raised.

Dated May 27th. 1918.

John C. Stewart.

STATE OF IDAHO)
: ss
County of Bear Lake)

On this 27th day of May in the year 1918, before me, J. Russell Shepherd, a Notary Public in and for the State of Idaho, personally appeared John C. Stewart, widower, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

J. Russell Shepherd.
Notary Public.
Residing at Paris, Bear Lake County, Idaho.

My Commission expires March 24th. 1919. (seal)

Recorded at request of Utah Power & Light Co., May 27th, 1918, at 5 min. past 4 o'clock P.M.

H. H. Broomhead.
County Recorder.

IN THE DISTRICT COURT IN AND FOR THE COUNTY OF BEAR LAKE, State of Idaho. Fifth District.

The Lewis M. Cannon Live Stock Company, a corporation,
Plaintiff.
vs.
Daniel Densley, Elizabeth M. Densley, and Evons Investment Company, a corporation,
Defendants.

J U D G M E N T.

Upon reading and filing the stipulation executed by the attorneys for the above named plaintiff, and the above named defendants, on the 20th day of May, 1918, which said stipulation expressly stipulates, that the above entitled action was brought to foreclose,

misc. 7-
609

CONVEYANCE OF INTEREST

WHEREAS, William L. Rich of Paris, Idaho, died testate on or about the 1st day of June, [illegible] his estate is now in the process of probate, and all those interested are desirous to have the same closed and the property finally distributed, and

WHEREAS, the eldest son, Dr. William L. Rich, had an interest in said property, died in Salt Lake City, Utah, on or about the 16th day of November, 1936, and left as his heirs his family heirs-at-law his wife, Elizabeth J. Rich, his son, Odis O. Rich, age 32, now of Los Angeles, California, and his daughter, Loretta R. Wedding, age 30, now of New York City, New York, which said heirs-at-law are all of legal age and competent to convey real estate, and

WHEREAS, there is certain real property which all of the heirs of the said William L. Rich, deceased, desire to have distributed to Jesse P. Rich, a son of said deceased, of Logan, Utah;

NOW, THEREFORE, the following named persons: Emily M. Rich of Paris, Idaho; Elizabeth J. Rich of Salt Lake City, Utah; Odis O. Rich and his wife, Leone P. Rich, Rich of Los Angeles, California; Loretta R. Wedding and her husband, Erling Wedding, of New York City, New York; Ursula R. Cole, also known as Zula R. Cole, a widow, of Logan, Utah; Mable R. Sutton and her husband, Richard W. Sutton, of Oakley, Idaho; Gertrude R. Price and her husband, Fred J. Price, and Iris R. Collinks and her husband, Leslie Shepherd, of Seaford, New York; Lyman H. Rich and his wife, Ada S. Rich, of Logan, Utah; Lois R. Gunderson and her husband, Howard B. Gunderson, of Salt Lake City, Utah; Naomi Rich, single, of Provo, Utah; Clarence M. Rich and his wife, Tressa J. Rich, of Paris, Idaho, Edith Rich, single, of Logan, Utah; and Lyle M. Rich, single, of Washington, D. C., as parties of the first part, do hereby sell, assign, transfer, convey, set over and forever quit claim to Jesse P. Rich of Logan, Utah, as party of the second part, all of their right, title, interest, claim and estate in and to the following described property, to-wit:

Beginning at center of Sec. 6, Township 14 S., R. 44 E.B.M., thence W. 735 feet. along S. line of NW¼ Sec. 6 to E. Bank of Natural outlet channel of Bear Lake, thence by meander along East Bank of said channel as follows: North 20° East 250 feet; thence North 60° 16' West 158 feet; thence North 69° 40' West 313 feet; thence South 79° 15' West 356 feet; thence North 38° 15' West 34.06 feet, to South line of Paris Dingle road; thence North 76° East 1512.5 feet along South line of said road to a point in East boundary of Northwest Quarter Section 6; thence South along said Quarter Section line 744.4 feet to beginning, containing 12.3 acres approx.

Also, Beginning at the center of Section 6, Township 14 South Range 44 E.B.M. thence South 699 feet to center of what is known as "Little Outlet"; thence by meander along center of said "Little Outlet" as follows: North 40° 10' West 363 feet; South 84° 20' West 349 feet; North 66° 26' West 180 feet; North 1° 40' East 366.52 feet to North line of Southwest Quarter of Section 6; thence East 735 feet to beginning, containing 8.08 acres.

Also, Commencing at the Northeast Corner of Lot 8, Section 6; township and range aforesaid, thence West 7 chs. 33 lks. to Paris Creek; up center of Creek in Southwest direction 11 chs. to where Bloomington Creek joins Paris Creek, up to a point 2 chs. 80 lks. South 60° West from Southeast Corner of Lot 8; thence North 60° East 2 chs. 80 lks. to Southeast Corner of Lot 8; North 11 chs. 80 lks. to beginning, containing 64.58 acres approximately. Together with water.

Also, the East Half of the Southwest Quarter of Section 18, Township 14 South, Range 44 East of the Boise Meridian. Also Lot 5, containing 38.15 acres; Lot 7, containing 38.99 acres, and Lot 8, containing 43.96 acres; and the East Half of the Northwest Quarter of Section 18 and Lot 6, township and range and section just above mentioned.

Also, Beginning at a point in the west line of lot 10, North 88° 30' West 1320 feet and South 660 feet from the Southeast corner of the Northeast Quarter of Section 6, Township 14 South Range 44 E. B. M. which is in the middle of a creek and on the east line of the Utah Power and Light Company's outlet canal right-of-way, and running thence South 20° 30' East along East line of Utah Power and Light Company's right-of-way 2451 feet; thence South 68° West 140 feet; thence South 20' East 987 feet; thence North 77° 12' East 496 feet; thence North 13° West 3250 feet; thence North 85° West up said creek 425 feet; thence South 85° West up center of said creek 400 feet to place of beginning, and containing 40.1 acres more or less.

Also, Commencing at a point 1859 feet South and 1524 feet South 76° West from the Southwest Corner of the Southeast Quarter of Section 31 in Township 13 South, Range 44 East Boise Meridian, Idaho, (said point being in the middle of the Paris-Dingle Road where the road crosses the old "Outlet to Lake") and running thence along said "Paris-Dingle road North 76° East 1686 feet to the right-of-way of the Utah Power and Light Company; thence along said right-of-way as follows: South 2° 45' West 1579 feet; South 78° 49' East 499 feet; North 86° 26' East 280 feet; South 2° 31' East 1003 feet; South 76° 41' East 113 feet; South 2° 21' East 5125 feet; thence North 71° 08' West 1004 feet; thence North 39° 57' West 1089 feet to the old bridge on outlet to lake near the ranch house; thence North 26° 30' West 180 feet; thence North 54° 48' West 462 feet; thence North 23° 18' East 302 feet; thence North 46° 38' East 700 feet; thence North 1° 02' West 605 feet; thence North 49° 58' West 560 feet; thence North 00° 25' East 155 feet; thence North 82° 55' West 400 feet; thence North 37° 45' West 175 feet; thence North 17° 54' East 384 feet; thence North 20° 46' West 235 feet; thence North 58° 36' West 262 feet; thence North 25° 11' West 400 feet; thence North 17° 32' East 486 feet; thence South 66° 30' West 273 feet; thence North 66° 05' West 215 feet; thence South 7° West 500 feet; thence South 86° West 144 feet; thence North 27° 39' West 300 feet; thence North 59° 21' East 167 feet to the dam on creek; thence North 4° 10' West 100 feet; thence North 14° 10' East 300 feet; thence North 65° 55' East 267 feet; thence North 9° West 676 feet; thence North 39° 32' West 400 feet; thence North 4° 23' East 267 feet; thence North 26° 23' East 455 feet; thence North 45° 30' West 70 feet; thence North 80° 38' West 889 feet to the place of beginning and containing 265 acres of land.

Also, Commencing at a point 1188 feet East of the Southeast corner of the Southwest Quarter Section 7; Township 14 S. Range 44 East, and running thence North 37° 04' West 1237 feet; thence South 82° 14' East 885 feet (to the Outlet); thence along said outlet as follows-South 1° 28' East 423 feet; North 77° 32' East 421 feet; South 18° 26' West 700 feet; South 41° 31' East 314 feet; South 27° 26' West 298 feet; South 32° 24' East 375 feet; North 49° 56' East 726 feet; North 7° 06' East 823 feet; South 83° 36' East 688 feet (to the right-of-way of Utah Power Company) where a deep wash enters same); thence along said right-of-way South 2° 21' East 1770 feet and South 10° 18' West 1117 feet to the Company Dyke; thence along this Dyke N. 85° 51' West 756 feet and North 82° 44' West 1283 feet; thence North 37° 04' West 2043 feet to the place of beginning and containing 130 acres of land.

Also, Beginning 10 chs. South of North East corner of the Northwest Quarter SE Quarter of Section 6, Township 14 South, Range 44 East; thence South 66° 15' West 2 chs.; North 81° West 4 chs.; South 68° 15' West 6 chs.; South 83° 30' West 7 chs.; North 76° West 3 chs.; North 27° West 4 chs; North 88° West 8 chs.; North 13° 20' West 6 chs.; South 22° 10' West 5 chs.; South 24° East 7 chs.; South 6° West 7 chs.; South 88° 45' East 13 chs; South 16 chs.; North 60° East 23 chs.; North 14 chs. to beginning.

Also, commencing at the Northeast Corner of Lot 8, Section 19, which is the same point as the Southeast corner of Lot 5, Section 18, Township 14 South, Range 44 East Boise Meridian, and running thence northerly on marginal survey line 160 rods, more or less, to the center line of said Section 18, Township and Range aforesaid; thence East 160 rods on said half section line; thence south 160 rods to the south section line of said Section 17; thence West 160 rods, more or less, to the place of beginning and containing 160 acres, more or less.

Also, commencing at a point 160 rods East of the Southeast corner of Lot 5, Section 18, Township 14 South, Range 44, East Boise Meridian, and running thence East to Utah Power and Light Company's Canal; thence in a northwesternly direction along said canal 200 rods, more or less, to dam of said canal; thence in a southwesterly direction along said dyke of Utah Power and Light Company to the old Bloomington creek or Outlet Channel; thence in a Southern direction 200 rods, more or less, to the place of beginning.

The above described land East and South of the marginal survey lines may also be described as follows, to-wit: Commencing at the southeast corner of Lot 5, Section 18, Township 14, South Range 44 East of Boise Meridian, and running thence East on section line when extended 280 rods, more or less, to the Utah Power & Light Company's Canal; thence in a northwesterly direction along said canal 560 rods, more or less, to a point where said canal intersects with the quarter section line between the north half and the south half of the Northeast quarter of section 7, Township 14, South, Range 44 East of Boise Meridian; thence east on said quarter section line when extended across said canal to a point where the same intersects the slough or old out let channel coming out of Bear Lake; thence in a north and northwesterly direction following the meanderings of said slough or channel to a point where the same enters the aforesaid canal; thence westerly to a point where the west bank of said canal intersects the south boundary line of Lots 9 and 10, Section 6, Township and range aforesaid; thence southwesterly to a point where the south boundary line of said Lot 9 intersects the slough or Old Bloomington Creek Channel; thence in a southerly direction following the meanderings of said Bloomington Creek old channel 260 rods, more or less, to a point where said old Bloomington Creek Channel intersects the quarter section line when extended between the north half and the south half of the south east quarter of Section 7. Township 14, South, Range 44 East Boise Meridian; thence west on said quarter section line 70 rods, more or less, to the East boundary line of Lot 5 of said Section 7; thence in a southerly direction following the east marginal survey lines of said Lot 5, Section 7, and Lots 8, 7, 6, and 5 of Section 8, Township and Range aforesaid, 400 rods, more or less, to the point of beginning.

Together with all water right thereunto belonging.

DATED this 31st day of December, A.D. 1941.

Emily M. Rich

Elizabeth J. Rich

Odis O. Rich

Leone F. Rich

Loretta R. Wedding

Erling Wedding

Zula R. Cole

Mabel R. Sutton

Richard J. Sutton

Gertrude H. Price

Fred J. Price

Hazel H. Shephard

F. Leslie Shephard

Iris R. Collings

M. M. Collings Jr.

Lyman H. Rich

Ada S. Rich

Lois R. Gundersen

Howard B. Gundersen

Naoma Rich

Edith Rich

Clarence M. Rich

Theresa J. Rich

Lyle M. Rich

State of Utah)
) ss
County of Cache)

On the 31st day of December, 1941, before me, H. A. Sjostrom, a notary public, in and for said county and State personally appeared Zula R. Cole, Mabel R. Sutton and her husband Richard J. Sutton, Hazel R. Shepherd and her husband F. Leslie Shepherd, Lyman H. Rich and his wife Ada S. Rich, and Edith Rich, signers of the within instrument, who duly acknowledged to me that they executed the same.

In Witness whereof I have hereunto set my hand and seal this 29th day of May, 1942.

(SEAL)
My Commission Expires
Jan. 10, 1946

Harvey A. Sjostrom
Notary Public,
Residing at Logan, Utah.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS

On the 8th day of October, 1942, before me Frank W. Troost a notary public in and for said county and State personally appeared Otis O. Rich and his wife Leone F. Rich, signers of the within instrument, who duly acknowledged to me that they executed the same.

In witness whereof I have hereunto set my hand and seal this 8th day of October, 1942.

(SEAL)
My Commission Expires,
Sept. 17, 1944.

Frank W. Troost
Notary Public
Residing at Los Angeles,
California.

STATE OF UTAH)
: ss
County of Cache)

Prior to the 31st day of October, 1941, before me, Harvey A. Sjostrom, a notary public in and for said county and state, personally appeared Emily M. Rich, Elizabeth J. Rich, Lorretta R. Wedding, Lois W. Gunderson, Howard B. Gunderson, Naomia Rich and Lyle M. Rich, signers of the within instrument, who duly acknowledged to me that they executed the same.

In witness whereof I have hereunto set my hand and seal this 28th day of July, 1944.

(SEAL)
My Commission Expires;
Jan. 10, 1946

Harvey A. Sjostrom
Notary Public,
Residing at: Logan, Utah

STATE OF IDAHO)
: ss
County of Bear Lake)

On the 6th day of Sept., 1944, before me W. Smith Hoge a notary public in and for said county and State personally appeared Gertrude H. Price and her husband, Fred J. Price, Iris H. Collings and her husband W. H. Collings, Clarence M. Rich and Tressa J. Rich, signers of the within instrument, who duly acknowledged to me that they executed the same.

In witness whereof I have hereunto set my hand and seal this 6th day of Sept., 1944.

(SEAL)
My Commission Expires: Nov. 22, 1947.

W. Smith Hoge
Notary Public
Residing at: Paris, Idaho.

Recorded at the request of Jesse P. Rich; 2:00 P.M.; Sept. 19, 1952; Book 7 of Miscellaneous at page 609.
By Ruby Dallen Deputy
Fee: $5.75

Sam V. Tunks, Recorder.

No. 66984. BILL OF SALE

STATE OF IDAHO,)
) ss.
County of)

Know All Men By These Presents, That on this 25 day of September 1952, DENICE ASHLEY, formerly the wife of William Ashley of Montpelier, County of Bear Lake, State of Idaho, the party of the first part, for and in consideration of the sum of ONE DOLLAR AND OTHER VALUABLE CONSIDERATIONS lawful money of the United States of America, to her in hand paid by WILLIAM ASHLEY, formerly the husband of Denice Ashley, of Montpelier, County of Bear Lake, State of Idaho, the party of the second part, the receipt whereof is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs and assigns:

4 cases owned prev.
4 Booths
Counter & Stools
Back Bar

Pots & Pans
Silverware
Oil stove heater
Dish sinks

...estate, and all ...hereto, have been ...State of

...ving heir at law ...of the said

...and Final Account and ...allowed and

...that the residue of said estate herein- ...not now known or ascertained, which ...said estate may have an interest in, be, and the ...follows:

...L. HANCOCK, son and sole surviving heir at law of said

...particular description of the said residue of said estate referred ...and of which distribution is now ordered as aforesaid:

1. Lot One (1), Block Twenty One (21), Section Three (3), Township Thirteen (13) South of Range Forty-four (44) East Boise Meridian as platted in Plat "A" Montpelier Townsite Survey; together with 1½ (One & one-quarter) shares of water stock in the Montpelier Irrigation Company, Certificate No. 756.

2. Account receivable in the amount of Sixty Nine ($69.00) Dollars owed by Louis C. Bleichert of Montpelier, Idaho.

Done in open Court at Paris, Idaho, this 8th day of September, 1952.

E. WOODRUFF STUCKI
Probate Judge and Ex-Officio
Clerk of the Probate Court of
Bear Lake County, State of Idaho.

In the Probate Court of Bear Lake County State of Idaho

COUNTY OF BEAR LAKE)
) ss.
State of Idaho)

I, E. Woodruff Stucki, Probate Judge and Ex-Officio Clerk of the Probate Court, of Bear Lake County, State of Idaho, hereby Certify that the within and foregoing is a full, true and correct copy of the original ORDER SETTLING FINAL ACCOUNT AND DECREE OF DISTRIBUTION filed in the matter of the Estate of Deseret Hancock, sometimes referred to as Dezzie Hancock, deceased, on the 8th day of September, 1952.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court this 8th day of September, 1952.

(SEAL)

E. Woodruff Stucki
Probate Judge and Ex-Officio
Clerk of the Probate Court
of Bear Lake County, Idaho.

Recorded at the request of G. Staudacher; 3:00 P.M.; Sept. 30, 1952; Book 45 of Deeds at page 65.
By Peggy Bastian Deputy
Fee: $2.75

Sam V. Tunks, Recorder.

No. 6701A. ✓ IN THE PROBATE COURT OF BEAR LAKE COUNTY, STATE OF IDAHO

In the Matter of the Estate of :

WILLIAM L. RICH : DECREE OF FINAL DISTRIBUTION

Deceased :

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45 - 66

The petition of Emily M. Rich, Frank J. Foulger and Jesse P. Rich, executrix and executors of the estate of William L. Rich, deceased, praying for a final distribution of said estate, came on regularly to be heard this day, and due proof was made to the satisfaction of the court that the clerk of this court has given due and legal notice of the hearing of said petition for the time in the manner required by law and as directed by the order of this court.

Evidence was introduced and therefrom the court finds:--

1. That the said William L. Rich died testate on or about the 1st day of June, 1928, in the County of Weber, in the State of Utah, and that the said deceased at the time of his death was a resident of the County of Bear Lake in the State of Idaho, and that said deceased left estate consisting of real and personal property in the county of Bear Lake in the State of Idaho.

2. That on or about the 10th day of July, 1928, this court made an order appointing Emily M. Rich, Frank J. Foulger and Jesse P. Rich, executrix and exedutors of the estate of the said deceased and that they thereafter duly qualified as such as required by law, and on the 10th day of July, 1928, letters testamentary upon the estate of said deceased was duly issued to the said Emily M. Rich, Frank J. Foulger and Jesse P. Rich and such letters have not been revoked.

3. That this court has made a decree showing that due and legal notice to the creditors of said deceased has been given requiring them to present their claims to said executrix and executors, within 10 months after the first publication of said notice, and on the 6th day of August, 1929, this court made a decree showing that due and legal notice to creditors had been given.

4. That the third and final account of the said executrix and executors have been by this court duly allowed, approved and settled. That all expenses of administration, and all taxes and assessments on the said estate have been paid in full; and that all other obligations of the said estate have been paid and a final distribution thereof now be made.

5. That the name, age, relationship to decedent, and place of residence of every heir-at-law of the said deceased, are as follows, to-wit:

Name	AGE	RELATIONSHIP	ADDRESS
Emily M. Rich	75	Widow	Paris, Idaho
Elizabeth J. Rich	57	Daughter-in-law	4195-4th Ave. Los Angeles, California
Odis O. Rich	35	Grandson	3940 So. Bronson St. Los Angeles, California
Loretta R. Wedding	33	Granddaughter	4195-4th Ave. Los Angeles, Calif.
Zula R. Cole	63	Daughter	84 East 4th North, Logan, Utah
Jesse P. Rich	61	Son	335 W. 2nd N. Logan, Utah
Mabel R. Sutton	59	Daughter	Oakley, Idaho
Gertrude R. Price	65	Daughter	Paris, Idaho
Hazel R. Shepherd	51	Daughter	255 No. 3rd E. Logan, Utah
Iris R. Collings	52	Daughter	Paris, Idaho
Lyman H. Rich	50	Son	718 N. 3rd E. Logan, Utah
Clarence M. Rich	46	Son	Paris, Idaho
Naomi Rich	43	Daughter	Paris, Idaho
Lois R. Gunderson	40	Daughter	1830 Gunderson Ave. S. L. C.
Edith Rich	36	Daughter	34½ E. 2nd N. Logan, Utah
Lyle M. Rich	33	Son	Paris, Idaho

6. That all of the personal property belonging to said estate of any value has heretofore been sold and all of the real estate has either been distributed or sold, except that part hereinafter described, which is to be distributed to Jesse P. Rich.

7. That any personal property or effects which may still belong to said estate, all of the heirs have agreed should be distributed to Jesse P. Rich and Emily M. Rich for trustees of said estate.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that a final distribution of said estate be made as follows to-wit:

First: To Jesse P. Rich, son of the said deceased, all right, title and interest which the said deceased had at the time of his death, or which said estate may have since acquired in and to the following described property:

Beginning at center of Sec. 6, Township 14 S., R. 44 E.B.M., thence W. 735 feet along S. line of NW¼ Sec. 6 to E. Bank of Natural outlet channel of Bear Lake; thence by meander along East bank of said channel as follows: North 20° East 250 feet; thence North 60° 16' West 168 feet; thence North 69° 40' West 313 feet; thence South 79° 15' West 256 feet; thence North 38° 15' West 34.06 feet, to South line of Paris Dingle road; thence North 76° East 1512.5 feet along South line of said road to a point in East boundary of Northwest Quarter Section 6; thence South along said Quarter Section line 744.4 feet to beginning, containing 12.3 acres approx.

Also, Beginning at the center of Section 6, Township 14 South Range 44 E.B.M. thence South 699 feet to center of what is known as "Little Outlet"; thence by meander along center of said "Little Outlet" as follows: North 40° 10' West 363 feet; South 84° 02' West 349 feet; North 66° 26' West 180 feet; North 1° 40' East 366.52 feet to North line of Southwest Quarter Section 6; thence East 734 feet to beginning, containing 8.08 acres.

Also, Commencing at the Northeast Corner of Lot 8, Section 6, township and range aforesaid; thence West 7 chs. 33 lks. to Paris Creek; up center of Creek in Southwest direction 11 chs. to where Bloomington Creek joins Paris Creek; thence up Bloomington Creek in a southeasterly direction following its meanderings about 21 chs. to a point 2 chs. 80 lks. South 60° West from Southeast Corner of Lot 8; thence North 60° East 2 chs. 80 lks. to Southeast corner of Lot 8; North 11 chs. 80 lks. to beginning, containing 14.58 acres approximately. Together with water.

Also, the East Half of the Southwest Quarter of Section 18, Township 14 South, Range 44 East of the Boise Meridian. Also Lot 5, containing 38.15 acres; Lot 7, containing 38.99 acres, and Lot 8, containing 43.96 acres; and the East Half of the Northwest Quarter of Section 18 and Lot 6, township and range and section just above mentioned.

Also, Beginning at a point in the west line of lot 10, North 88° 30' West 1320 feet and South 660 feet from the Southeast corner of the Northeast Quarter of Section 6, Township 14 South, Range 44 E. B. M. which is in the middle of a creek and on the east line of the Utah Power and Light Company's outlet canal right-of-way, and running thence South 20° 30' East along East line of Utah Power and Light Company's right-of-way 2451 feet; thence South 68° West 140 feet; thence South 20' East 987 feet; thence North 77° 12' East 496 feet; thence North 13° West 3250 feet; thence North 85° West up said creek 425 feet; thence South 85° West up center of said creek 400 feet to place of beginning, and containing 40.1 acres more or less.

Also, Commencing at a point 1859 feet South and 1524 feet South 76° West from the Southwest Corner of the Southeast Quarter of Section 31 in Township 13 South, Range 44 East Boise Meridian, Idaho, (said point being in the middle of the Paris-Dingle Road where the road crosses the old "Outlet to Lake") and running thence along said "Paris-Dingle road North 76° East 1686 feet to the right-of-way of the Utah Power and Light Company; thence along said right-of-way as follows: South 2° 45' West 1579 feet; South 78° 49' East 499 feet; North 86° 26' East 280 feet; South 2° 31' East 1003 feet; South 76° 41' East 113 Feet; South 2° 21' East 5125 feet; thence North 71° 08' West 1004 feet; thence North 39° 57' West 1089 feet to the old bridge on outlet to

[illegible] West 140 feet; thence North 54° 48' East 700 feet; [illegible] 23° 18' East 302 feet; thence North 46° 38' East 700 feet; [illegible] West 605 feet; thence North 49° 58' West 560 feet; thence North [illegible] feet; thence North 69° 55' West 400 feet; thence North 37° 45' West [illegible] North 17° 54' East 348 feet; thence North 20° 46' West 235 feet; [illegible] North 50° West 262 feet; thence North 25° 11' West 500 feet; thence North [illegible] East 486 feet; thence South 66° 30' West 273 feet; thence North 66° 05' West [illegible] South 7° West 500 feet; thence South 86° West 144 feet; thence North [illegible] West 300 feet; thence North 59° 21' East 167 feet to the dam on creek; thence [illegible] West 100 feet; thence North 14° 10' East 300 feet; thence North 65° 55' East 267 feet; thence North 9° West 676 feet; thence North 39° 32' West 400 feet; thence North 4° 23' East 267 feet; thence North 26° 23' East 455 feet; thence North 45° 30' West 70 feet; thence North 80° 38' West 889 feet to the place of beginning and containing 265 acres of land.

Also, commencing at a point 1188 feet East of the Southeast corner of the Southwest Quarter Section 7; Township 14 South, Range 44 East, and running thence North 37° 04' West 1237 feet; thence South 82° 14' East 885 feet (to the Outlet); thence along said outlet as follows- South 1° 28' East 423 feet; North 77° 32' East 421 feet; South 18° 26' West 700 feet; South 41° 31' East 314 feet; South 27° 26' West 298 feet; South 32° 24' East 375 feet; North 49° 56' East 726 feet; North 7° 06' East 823 feet; South 83° 36' East 688 feet (to the right-of-way of Utah Power Company) where a deep wash enters same); thence along said right-of-way South 2°21' East 1770 feet and South 10° 18' West 1117 feet to the Company Dyke; thence along this Dyke N. 85° 51' West 756 feet and North 82° 44' West 1283 feet; thence North 37° 04' West 2043 feet to the place of beginning and containing 130 acres of land.

Also, Beginning 10 chs. South of Northeast Corner of the Northwest Quarter of the Southeast quarter, Section 6 Township 14 South, Range 44 East; thence South 66° 15' West 2 chs.; North 81° West 4 chs.; South 68° 15' West 6 chs.; South 83° 30' West 7 chs.; North 76° West 3 chs.; North 27° West 4 chs; North 88° West 8 chs.; North 13° 20' West 6 chs.; South 22° 10' West 5 chs.; South 24° East 7 chs.; South 6° West 7 chs.; South 88° 45' East 13 chs.; South 16 chs.; North 60° East 23 chs.; North 14 chs. to beginning, and containing 50.08 acres more or less.

Also, commencing at the Northeast Corner of Lot 8, Section 19, which is the same point as the Southeast Corner of Lot 5, Section 18, Township 14 South, Range 44 East Boise Meridian, and running thence northerly on marginal survey line 160 rods, more or less, to the center line of said Section 18, Township and Range aforesaid; thence East 160 rods on said half section line; thence south 160 rods to the south section line of said Section 17; thence west 160 rods more or less to the place of beginning and containing 160 acres, more or less.

Also, commencing at a point 160 rods East of the Southeast corner of Lot 5, Section 18, Township 14 South, Range 44 East Boise Meridian, and running thence East to Utah Power and Light Company's Canal; thence in a northwesterly direction along said canal 200 rods, more or less, to dam of said canal; thence in a southwesterly direction along said dyke of Utah Power and Light Company to the old Bloomington creek or Outlet Channel; thence in a Southern direction 200 rods, more or less, to the place of beginning.

The above described land East and South of the marginal survey lines may also be described as follows, to-wit:

Commencing at the southeast corner of Lot 5, Section 18, Township 14, South Range 44 East of Boise Meridian, and running thence East on section line when extended 280 rods, more or less, to the Utah Power & Light Company's Canal; thence in a northwesterly direction along said canal 560 rods, more or less, to a point where said canal intersects with the quarter section line between the north half and the south half of the Northeast quarter of section 7, Township 14, South, Range 44 East of Boise Meridian; thence east on said quarter section line when extended across said canal to a point where the same intersects the slough or old outlet channel coming out of Bear Lake; thence in a north and northwesterly direction following the meanderings of said slough or channel to a point where the same enters the aforesaid canal; thence westerly to a point where the west bank of said canal intersects the south boundary line of Lots 9 and 10, Section 6, Township and range aforesaid; thence southwesterly to a point where the south boundary line of said Lot 9 intersects the slough or Old Bloomington Creek Channel; thence in a southerly direction following the meanderings of said Bloomington Creek old channel 260 rods, more or less, to a point where said old Bloomington Creek Channel intersects the quarter section line when extended between the north half and the south half of the southeast quarter of Section 7, Township 14, South, Range 44 East, Boise Meridian; thence west on said quarter section line 70 rods, more or less, to the East boundary line of Lot 5 of said Section 7; thence in a southerly direction following the east marginal survey lines of said Lot 5, Section 7, and Lots 8, 7, 6, and 5 of Section 8, Township and Range aforesaid, 400 rods, more or less, to the point of beginning.

Together with all water right thereunto belonging.
Done in open court this 19th day of August, 1944.
(SEAL)

LaVell O. Ward
Probate Judge

In the Probate Court of Bear Lake County State of Idaho

COUNTY OF BEAR LAKE)
)ss.
State of Idaho)

I, E. Woodruff Stucki Probate Judge and Ex-Officio Clerk of the Probate Court, of Bear Lake County, State of Idaho, hereby Certify that the within and foregoing is a full, true and correct copy of the original Decree of Final Distribution filed in the matter of the Estate of William L. Rich, deceased, on the 19th day of August, 1944.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court this 1st day of October, 1952.

(SEAL)

E. Woodruff Stucki
Probate Judge and Ex-Officio Clerk of the
Probate Court of Bear Lake County, Idaho

Recorded at the request of Jesse P. Rich; 2:00 P.M.; Oct. 1, 1952; Book 45 of Deeds at page 66.
By Ruby Bolton Deputy
Fee:$6.00
Sam V. Tunks, Recorder.

No. 67021.4 WARRANTY DEED

THIS INDENTURE, Made the 27th day of February, in the year of our Lord one thousand nine hundred and Fifty-two between Ellen Stevens of Bloomington, County of Bear Lake, State of Idaho, party of the first part, and Ermen Stevens, husband of First party, also of Bloomington, County of Bear Lake, State of Idaho, party of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the love and affection which she bears toward her husband, the said party of the second part and the sum of ten DOLLARS lawful money of the United States of America to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents does GRANT, BARGAIN, SELL, ALIEN, REMISE, RELEASE, CONVEY and CONFIRM unto the said party of the second part, and to his heirs and assigns forever, all her undivided one-half community interest which she has with her said husband in and to the following described pieces or parcels of land, situated in the county of Bear Lake, state of Idaho, to-wit:

Commencing at a point Seven rods and Four and one half (4½) feet East from the North West corner of Lot Six (6) Block Fourteen (14) Section 22, Township 14 South, Range 43 East of Boise Meridian, and running thence West Eight (8) rods and Four and one half (4½) feet; Thence South Eleven (11) rods; Thence East Eight (8) rods and Four and one half (4½) feet; Thence North Eleven (11) rods to the place of beginning, and containing 91 square rods, more or less.

Also, Lot One (1) of Block Twenty three (23) of Bloomington Townsite, in Bear Lake County, state of Idaho, as platted in Plat Book F, page 21 of the records of Bear Lake County, Idaho.

Also, Commencing at a point 5 chains and 80 links West from the Southeast corner of the Southeast quarter of Section 15, Township 14 South, Range 43 East of the Boise Meridian, U. S. Survey, and running thence West 14 chains and 23 links; Thence North 9' East 86 links; Thence North 86 degrees 6' East 14 chains and 23 links; Thence South 1 degree 50' East 1 chain and 79 links, to place of beginning and containing One acre and 142 square rods of land, be there more or less.

Also, Commencing at the Northwest corner of the Northeast quarter of Section 22 in Township 14 South of Range 43 East of Boise Meridian, and running thence South 3 chains and 18 links; Thence East 2 chains and 47 links; Thence North 3 chains and 18 links; Thence West 2 chains and 47 links to place of beginning and containing 12⅝ square rods of land, more or less.

Also, Commencing at a point 96 Links North from the Southwest corner of the Southeast quarter of the Southeast quarter of Section 15 in Township 14 South of Range 43 East of Boise Meridian, and running thence North 9° East 3 chains and 58 links; Thence North 87 degrees 20' East 14 chains and 5 links; Thence South 1 degree 50' East 4 chains and 30 links; Thence South 86 degrees 6' West 14 chains and 23 links to the place of beginning and containing 5 acres and 91 square rods of land.
Together with all water and water rights appurtenant to or having been used upon all of the above described land.

Also, Commencing at a point 6 chains and 73 links South 72 degrees 45' West from the Northeast corner of the Northeast quarter of Section 22, Township 14 South, Range 43 East of the Boise Meridian, and running thence South 72 degrees 45' West 11 chains and 73 links; Thence South 23 degrees 45' East 3 chains and 18 links; Thence North 79 degrees 50' East 11 chains and 38 links; Thence North 18 degrees 10' West 2 chains and 37 links to place of beginning and containing Three and 28½/160 acres more or less.
Together with all water and water rights thereunto belonging.

Also, Lot Fifteen (15) as Platted in Bear Lake County Plat Book "A", on page Seventy two (72) and further described as follows to-wit:
Commencing at a point Eight (8) chains and eighty four (84) links North from the South East corner of Section Twenty three (23) Township Fourteen (14) South of Range Forty three (43) East of Boise Meridian, in the state of Idaho, and running thence North 88 degrees 30' East Ten (10) chains; Thence North 5 degrees East Seven (7) chains and twenty (20) links; Thence South 89 degrees 30' West Fifteen (15) chains and eleven (11) links; Thence South Five degrees West seven (7) chains and thirty two (32) links; Thence North 88 degrees 30' East eight (8) chains and eleven (11) links to place of beginning and containing 13 acres and 26 square rods of ground be there more or less.

Also, Commencing at a point Six (6) chains Five (5) links North 72 degrees 50' East, and Ten (10) chains Eighty (80) links South 23 degrees East, and Five (5) chains North 67 degrees East from the North West corner of the North West quarter of Section Twenty six (26), Township Fourteen (14) South, of Range 43 East of Bois Meridian and running thence North 67 degrees East Six (6) chains; Thence North 23 degrees West Two (2) chains and Fifty (50) links; Thence South 67 degrees West Six (6) chains; Thence South 23 degrees East two (2) chains and Fifty (50) links to place of beginning and containing One (1) acre and 80 square rods of land, more or less.

Also, Beginning at a point in the middle of Bloomington Creek 607 feet North 2 degrees 10' West from the SE corner of the SW¼ of Section 25, in Township 14 South, Range 43 East of Boise Meridian, on the quarter line; Running thence North 2 degrees 10' West along the quarter line 2336 feet; Thence North 70 degrees 55' West 1638.5 feet to the middle of a road; Thence down the middle of said road South 10 degrees West 570 feet; Thence South 5 degrees 08' East 700 feet; Thence South 9 degrees 33' East 933 feet; Thence South 75 degrees 02' East 69 feet to the middle of Bloomington Creek; Thence down the middle of said creek North 50 degrees 25' East 177.4 feet; Thence North 13 degrees 07' East 341 feet; Thence North 65 degrees 39' East 454.7 feet; Thence South 68 degrees 33' East 321.3 feet; Thence South 32 degrees 49' West 306.8 feet; Thence South 52 degrees 32' East 205 feet; Thence South 70 degrees 12' East 430 feet; Thence South 11 degrees 34' East 257.6 feet; Thence South 59 degrees 26' East 140 feet to point of beginning and containing 74.79 acres of land, more or less.

108078

Warranty Deed

THIS INDENTURE, Made the 16th day of August, in the year of our Lord one thousand nine hundred and 61 between Jesse P. Rich and his wife Louise B. Rich of Logan, Cache County of Utah, State of Idaho, parties of the first part, and Lloyd C. Kennington of Paris County of Bear Lake State of Idaho, Party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One Thousand and no/100 DOLLARS lawful money of the United States of America to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents do GRANT, BARGAIN, SELL, ALIEN, REMISE, RELEASE, CONVEY, and CONFIRM unto the said party of the second part, and to his heirs and assigns forever, all that certain piece or parcel of land, situated in the County of Bear Lake, State of Idaho, and known and described as follows to-wit: Beginning at center of Sec. 6, Township 14S., R. 44 E.B.M; thence W. 735 feet along S. line of NW¼ Sec. 6 to E. Bank of Natural outlet channel of Bear Lake; thence by meander along East Bank of said channel as follows: North 20° East 250 feet; thence North 60°16' West 168 feet; thence North 69°40' West 313 feet; thence South 79°15' West 256 feet; thence North 38°15' West 34.06 feet, to South Line of Paris Dingle road; thence North 76° East 1512.5 feet along South line of said road to a point in East boundary of Northwest Quarter Section 6; thence South along said Quarter Section line 744.4 feet to beginning, containing 12.3 acres approx.

Also, beginning at the center of Section 6, Township 14 South Range 44 E.B.M.; thence South 699 feet to center of what is known as "Little Outlet"; thence by meander along center of said "Little Outlet" as follows: North 40°10' West 363 feet; thence South 84°02' West 349 feet; North 66°26' West 180 feet; North 1°40' East 366.52 feet to North line of Southwest Quarter Section 6; thence East 735 feet to beginning, containing 8.08 acres.

Also, commencing at the Northeast Corner of Lot 8, Section 6, Township and range aforesaid; thence West 7 chs. 33 lks. to Paris Creek; up center of Creek in Southwest direction 11 chs. to where Bloomington Creek joins Paris Creek; thence up Bloomington Creek in a southeasterly direction following its meanderings about 21 chs. to a point 2 chs. 80 lks. South 60° West from Southeast Corner of Lot 8; thence North 60° East 2 chs. 80 lks. to Southeast corner of Lot 8; North 11 chs. 80 lks. to beginning, containing 14.58 acres approximately. Together with water.

Also, Beginning at a point in the West line of lot 10, North 88°30' West 1320 feet and South 660 feet from the Southeast corner of the Northeast quarter of Section 6, Township 14 South, Range 44 E.B.M. which is the middle of a creek and on the east line of the Utah Power and Light Company's outlet canal right of way, and running thence South 20°30' East along East line of Utah Power and Light Company's right-of-way 2451 feet; thence South 6[illegible]° East 140 feet; thence South 20° East 987 feet; thence North 77°15' East 496 feet; thence North 13° West 3250 feet; thence North 75° West up said creek 425 feet; thence South 85° West up center of said creek 400 feet to place of beginning, and containing 40.1 acres more or less.

Also the Government Lots 5,6,7 and 8; the East half of the West Half; all in section 18, Township 14 South, Range 44 East, Boise Meridian in Idaho.

SAVING AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL TO-WIT: Commencing at the South West Corner of the South East Quarter of the South West Quarter (South quarter corner of South West Quarter) of Section 18, Township 14 South, Range 44 East of the Boise Meridian, and running thence North 50 rods; thence East 160 rods, more or less, to the marginal survey line of lot 5 of said Section 18; thence South on the marginal survey line of said lot 5, 50 rods, more or less, to the South line of said section 18; thence West on said Section line 160 rods, more or less, to the place of beginning and containing 50 acres, more or less. Together with all water right thereunto belonging.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said part.y..... of the second part, and to ....his..... heirs and assigns forever, and said parties..... of the first part, and ....their.....heirs, the said premises in the quiet and peaceable possession of the said part..y..... of the second part, ...his..... heirs, and assigns against the said part...ies.... of the first part, and .....their..... heirs and against any and all persons whosoever, claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, The said part...ies..... of the first part ha..ve..... hereunto set..their..... hand..s and seal..s.... the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Jesse P. Rich (SEAL)

Louise R. Rich (SEAL)

United States of America

STATE OF Utah } ss.
County of Cache

On this....16th..... day of.....August..... in the year of our Lord one thousand nine hundred and..Sixty-one..... before .....Erwin T. Hawkins..... within and for said County and State personally appeared .....Jesse P. Rich and his wife Louise R. Rich.....

personally known to me to be the person..s..... whose name.....are.....subscribed to the within instrument, and duly acknowledged to me that .....they..... executed the same.

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

Erwin T. Hawkins

Residing at Logan, Utah.

Notart Public

Notary Public, residing at Logan, Utah. Commission expires June 25, 1965.

No. 102078

Warranty Deed

Jesse P. Rich and his wife
Louise R. Rich

TO

Lloyd C. Kennington

Dated August 16, 1961

Office of County Recorder

STATE OF IDAHO)
County of Bear Lake)

I hereby certify that this instrument was filed for record at the request of Caribou Title Co.

at 20 minutes past 4 o'clock P. m.
this 12th day of April
A. D. 19 76, in my office, and duly recorded
in ~~XXXX~~ ~~XXXXXXXXXX~~ Microfilm.
Betty Wallentine
County Recorder.
By Deputy.
Fee: $2.00

Presented to and platted by me this
day of , 19
Assessor.

INDEXED

108081

INDEXED

STATE OF IDAHO
County of Bear Lake
Date April 12, 1976
Time 4:35 P.M.
No. Microfilmed
Clerk Betty Wallentine
Jeannine Parker, Deputy

QUIT CLAIM DEED

THIS INDENTURE, Made the 5th day of April, 1976, between Taft Budge, a married man, of Paris, County of Bear Lake, State of Idaho, the party of the first part, and Alan J. Alder and Gerald J. Alder, 415 South Main Street, Paris, County of Bear Lake, State of Idaho 83261, the parties of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of ONE AND NO/100 DOLLARS, lawful money of the United States of America, to him in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, does by these presents demise, release and forever Quit claim unto the said parties of the second part, and to their heirs and assigns all that certain real property situated in Bear Lake County, State of Idaho, particularly described as follows, to-wit:
Township 14 South, Range 44 East of the Boise Meridian:

Section 6: Beginning at center of said Section 6, township and range aforesaid, and running
thence West 735 feet along South line of the NW¼ of Section 6 to the East bank of Natural outlet channel of Bear Lake;
thence by meander along East bank of said channel as follows:
North 20° East 250 feet;
thence North 60°16' West 168 feet;
thence North 69°40' West 313 feet;
thence South 79°15' West 256 feet;
thence North 38°15' West 34.06 feet, to the South line of Paris Dingle Road;
thence North 76° East 1512.5 feet, more or less, along South line of said road to a point in East boundary of Northwest quarter Section 6;
thence South along said quarter section line 744.4 feet,
to the point of beginning.

ALSO, Beginning at the center of said Section 6, township and range aforesaid, and running
thence South 699 feet to center of what is known as "Little Outlet";
thence by meander along center of said "Little Outlet" as follows:
North 40°10' West 363 feet;
thence South 84°02' West 349 feet;
thence North 66°26' West 180 feet;
thence North 1°40' East 366.52 feet to the North line of the SW¼ of said Section 6;
thence East 735 feet,
to the point of beginning.

ALSO, That portion of the following described tract lying within the NE¼SW¼ of said Section 6, described as follows:
Beginning 660 feet South of the Northeast corner of the NW¼SE¼ of said Section 6, township and range aforesaid, and running
thence South 66°15' West 132 feet;
thence North 81° West 264 feet;
thence South 68°15' West 396 feet;
thence South 83°30' West 462 feet;
thence North 76° West 198 feet;
thence North 27° West 264 feet;
thence North 88° West 528 feet;
thence North 13°20' West 396 feet;
thence South 22°10' West 330 feet;
thence South 24° East 462 feet;

thence South 6° West 412 feet, more or less, to the South one-sixteenth line;
thence East along the South one-sixteenth line 810 feet, more or less, to the Northeast corner of Lot 8;
thence South 1004 feet along the meridianal section line of said Section 6;
thence North 60° East 1518 feet to the East one-sixteenth line;
thence North 924 feet along the East one-sixteenth line, to the point of beginning.

This Quit claim deed is given for the purpose of perfecting the title to the above described premises which was erroneously included in a Deed given by Ezra T. Budge and Ada Budge, husband and wife, to Louis Budge, Cyril Budge, Wilford Budge, Newell R. Budge, and Taft Budge, dated March, no day, 1928, recorded June 16, 1928, in Book 30 of Deeds, at page 285, under recorder's instrument No. 31512, records of Bear Lake County, Idaho.

Said Taft Budge states that he and his brother, Newell R. Budge, are the only surviving grantees in the above described deed and that he knows of a surety that the above described description was erroneously included in the deed to him and his brothers.

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

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

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

Taft Budge
TAFT BUDGE.

STATE OF IDAHO)
: ss.
County of Bear Lake)

On this 12th day of April, 1976, before me, the undersigned, a Notary Public in and for said County and State personally appeared Taft Budge known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Leonard O. Kingsford
NOTARY PUBLIC for the State of Idaho.
Residing at Soda Springs, Idaho.
My commission expires: August 14, 1977.

108083

WARRANTY DEED

REVENUE STAMPS

For Value Received We Lloyd C. Kennington and wife Naomi L. Kennington, of Paris, Bear Lake County, Idaho, WITNESS, That the parties for and in consideration of the sum Ten ($10.00) Dollars and other valuable consideration, the grantors, does hereby grant, bargain, sell and convey unto Alan J. Alder, Gerald J. Alder of Logan, Cache County, Utah and Karl J. Alder, of Providence, Cache County, Utah.

the grantee s, the following described premises, in Bear Lake County Idaho, to wit:

REAL PROPERTY:

Beginning at center of Sec. 6, Township 14 S., Range 44 East of the Boise Meridian, thence West 735 feet along South line of Northwest Sec. 6 to East bank of natural outlet channel of Bear Lake, thence by meandor along East bank of said channel as follows: North 20* East 250 feet; thence North 60* 16' West 168 feet; thence North 69* 40' West 313 feet; thence South 79* 15' West 256 feet; thence North 38* 15' West 34.06 feet, to South Line of Paris-Dingle road, thence North 76* East 1512.5 feet along South line of said road to a point in East boundary of Northwest Quarter of Section 6; thence South along said Quarter, Section line 744.4 feet to beginning, containing 12.3 acres approximately.

Also, beginning at the center of Section 6, Township 14 South Range 44 East of the Boise Meridian; thence South 699 feet to center of what is known as "Little Outlet"; thence by meander along center of said "Little Outlet" as follows: North 40* 10' West 363 feet; thence South 84*02' West 349 feet; North 66* 26' West 180 feet; North 1* 40' East 366.52 feet to North line of Southwest Quarter Section 6; thence East 835 feet to beginning, containing 8.08 acres.

Also, commencing at the Northeast Corner of Lot 8, Section 6, Township and range aforesaid; thence West 7 chs. 33 lks. to Paris Creek; up center of Creek in Southwest direction 11 chs. to where Bloomington Creek joins Paris Creek; thence up Bloomington Creek in a southeasterly direction following its meanderings about 21 chs. to a point 2 chs. 80 lks. South 60* West from Southeast Corner of Lot 8; thence North 60* East 2 chs. 80 lks. to Southeast corner of Lot 8; North 11 chs. 80 lks. to beginning, containing 14.58 acres approximately. Together with water.

Also, beginning at a point in the West line of lot 10, North 88* 30' West 1320 feet and South 660 feet from the Southeast corner of the Northeast Quarter of Section 6, Township 14 South, Range 44 East of the Boise Meridian which is the middle of a creek on the east line of the Utah Power and Light Company's outlet canal right of way, and running thence South 20* 30' East along East line of Utah Power and Light Company's right-of-way 2451 feet; thence South 68* West 140 feet; thence South 20' East 987 feet; thence North 77*12' East 496 feet; thence North 13* West 3250 feet; thence North 85* West up said creek 425 feet; thence South 85 West up center of said creek 400 feet to place of beginning, and containing 40.1 acres more or less.

Also the Government Lots 5,6,7, and 8; the East half of the West Half; all in section 18, Township 14 South, Range 44 East, Boise Meridian in Idaho.

SAVING AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL TO-WIT: Commencing at the Southwest corner of the Southeast Quarter of the Southwest Quarter (South Quarter corner of Southwest Quarter) of Section 18, Township 14 South, Range 44 East of the Boise Meridian, and running thence North 50 rods; thence East 160 rods, more or less, to the marginal survey line of lot 5 of said Section 18; thence South on the marginal survey line of said lot 5, 50 rods more or less to the South line of said section 18; thence West on said Section line 160 rods, more or less, to the place of beginning containing 50 acres, more or less. Together with all water rights thereunto belonging.

One-fifth (1/5) interest in holding yard in east edge of Paris, Idaho.
One Hundred Sixty-Two Shares of Water Right.
Transfer of leant of 17 acres of Utah Power and Light property.
All rights, title, and interest in 369 acres of Government land adjoining the

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, Their heirs and assigns forever. And the said Grantors does hereby covenant to and with the said Grantees, that they are the owner in fee simple of said premises; that they are free from all incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: April,1,1967

Lloyd C. Kennington

STATE OF IDAHO, COUNTY OF Bear Lake
On this 1st day of April, 1967, before me, a notary public in and for said State, personally appeared

Lloyd C. Kennington and wife
Naomi L. Kennington

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public
Residing at , Idaho
Comm. Expires

STATE OF IDAHO
County of Bear Lake } ss

I hereby certify that this instrument was filed at the request of Caribou Title Company at 4:45 o'clock P. M. this 12th day of April, 1976 in my office and duly recorded in Microfilm Records

Betty Wallentine
Ex-Officio Recorder

Deputy

INDEXED

Furnished by the POCATELLO TITLE CO.

108085

WARRANTY DEED

For Value Received

KARL J. ALDER AND CLAUDIA ALDER, HUSBAND AND WIFE

the grantor , do hereby grant, bargain, sell and convey unto

ALAN J. ALDER AND GERALD J. ALDER,

the grantee , the following described premises, in Bear Lake County Idaho, to wit:

SEE SHEET ATTACHED

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee , heirs and assigns forever. And the said Grantor do hereby covenant to and with the said Grantee , that he the owner in fee simple of said premises; that they are free from all incumbrances

and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: March 18, 1976.

Karl J. Alder

Claudia D. Alder

STATE OF IDAHO, COUNTY OF

On this day of , 19 , before me, a notary public in and for said State, personally appeared

known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that executed the same.

Notary Public

Residing at , Idaho

Comm. Expires

108152

STATE OF IDAHO } ss
County of Bear Lake }

I hereby certify that this instrument was filed at the request of Caribou Title Company at 4:55 o'clock P. M. this 12th day of April, 1976 in my office and duly recorded in Miscellan Records

Betty Wallentine Jeannine Parker
Ex-Officio Recorder Deputy

Furnished by the AMERICAN LAND TITLE CO.

INDEXED

STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES } ss.

ON MAR 18 76 19

before me, the undersigned, a Notary Public in and for said State, personally appeared Karl J. Alder And Claudia Alder

, known to me to be the person S. whose name S subscribed to the within instrument, and acknowledged to me that they executed the same.

WITNESS my hand and official seal

OFFICIAL SEAL
MELODY ANN ORR
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Commission Expires June 6, 1978

Melody Ann Orr
Notary Public in and for said State.

ACKNOWLEDGMENT—General—Wolcotte Form 228—Rev. 3-64

Tract 2:

ALSO, Beginning at the center of said Section 6, township and range aforesaid, and running
thence South 699 feet to center of what is known as "Little Outlet";
thence by meander along center of said "Little Outlet" as follows:
North 40°10' West 363 feet;
thence South 84°02' West 349 feet;
thence North 66°26' West 180 feet;
thence North 1°40' East 366.52 feet to the North line of the SW¼ of said Section 6;
thence East 735 feet,
to the point of beginning.

Tract 3:

ALSO, Beginning at the Northeast corner of Lot 8 of said Section 6, township and range aforesaid, and running
thence West 483.78 feet, more or less, to Paris Creek;
thence up center of Creek in a Southwesterly direction 726 feet to where Bloomington Creek joins Paris Creek;
thence up Boomington Creek in a Southeasterly direction following its meanderings 1386 feet to a point 184.4 feet South 60° West from the Southeast corner of Lot 8;
thence North 60° East 184.8 feet to the Southeast corner of Lot 8;
thence North 778.8 feet,
to the point of beginning.

Tract 4:

ALSO, Beginning 660 feet South of the Northeast corner of the NW¼SE¼ of said Section 6, township and range aforesaid, and running
thence South 66°15' West 132 feet;
thence North 81° West 264 feet;
thence South 68°15' West 396 feet;
thence South 83°30' West 462 feet;
thence North 76° West 198 feet;
thence North 27° West 264 feet;
thence North 88° West 528 feet;
thence North 13°20' West 396 feet;
thence South 22°10' West 330 feet;
thence South 24° East 462 feet;
thence South 6° West 412 feet, more or less, to the South one-sixteenth line;
thence East along the South one-sixteenth line 810 feet, more or less, to the Northeast corner of Lot 8;
thence South 1004 feet along the meridanal section line of said Section 6;
thence North 60° East 1518 feet to the East one-sixteenth line;
thence North 924 feet along the East one-sixteenth line,
to the point of beginning.

Tract 5:

Section 18: Lots 5, 6, 7 and 8, E½W½, EXCEPT THEREFROM, the following described tract:
Beginning at the Southwest corner of the SE¼SW¼ of said Section 18, township and range aforesaid, and running
thence North 825 feet;
thence East 2640 feet, more or less, to the marginal survey

line of Lot 5, of said Section 18;
thence South on the marginal survey line of said Lot 5, 825 feet, more or less to the South line of said Section 18;
thence West on said Section line 2640 feet, more or less,
to the point of beginning.

Bear Lake County, Idaho:

Township 14 South, Range 44 East of the Boise Meridian:

Tract 1:

Section 6: Beginning at center of said Section 6, township and range aforesaid, and running
thence West 735 feet along South line of the NW¼ of Section 6 to East bank of Natural outlet channel of Bear Lake;
thence by meander along East bank of said channel as follows:
North 20° East 250 feet;
thence North 60°16' West 168 feet;
thence North 69°40' West 313 feet;
thence South 79°15' West 256 feet;
thence North 38°15' West 34.06 feet, to the South line of Paris Dingle Road;
thence North 76° East 1512.5 feet, more or less, along South line of said road to a point in East boundary of Northwest quarter section 6;
thence South along said quarter section line 744.4 feet, to the point of beginning..

108142
STATE OF IDAHO
County of Bear Lake
Date April 19 1976
Time 10:45 AM
No. Myrna Schmaal
Betty Wallentine
Jeannine Parker.

INDEXED

QUIT CLAIM DEED

THIS INDENTURE, Made the 5th day of April, 1976, between Newell R. Budge, a married man, of New Glasgow, County of Pictou, Province of Nova Scotia, Canada, the party of the first part, and Alan J. Alder and Gerald J. Alder, 415 South Main Street, Paris, County of Bear Lake, State of Idaho 83261, the parties of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of ONE AND NO/100 DOLLARS, lawful money of the United States of America, to him in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, does by these presents demise, release and forever Quit Claim unto the said parties of the second part, and to their heirs and assigns all that certain real property situated in Bear Lake County, State of Idaho, particularly described as follows, to-wit:
Township 14 South, Range 44 East of the Boise Meridian:

Section 6: Beginning at center of said Section 6, township and range aforesaid, and running
thence West 735 feet along South line of the NW¼ of Section 6 to the East bank of Natural outlet channel of Bear Lake;
thence by meander along East bank of said channel as follows: North 20° East 250 feet;
thence North 60°16' West 168 feet;
thence North 69°40' West 313 feet;
thence South 79°15' West 256 feet;
thence North 38°15' West 34.06 feet, to the South line of Paris Dingle Road;
thence North 76° East 1512.5 feet, more or less, along South line of said road to a point in East boundary of Northwest quarter Section 6;
thence South along said quarter section line 744.4 feet, to the point of beginning.

ALSO, Beginning at the center of said Section 6, township and range aforesaid, and running
thence South 699 feet to center of what is known as "Little Outlet";
thence by meander along center of said "Little Outlet" as follows: North 40°10' West 363 feet;
thence South 84°02' West 349;
thence North 66°26' West 180 feet;
thence North 1°40' East 366.52 feet to the North line of the SW¼ of said Section 6;
thence East 735 feet,
to the point of beginning.

ALSO, That portion of the following described tract lying within the NE¼SW¼ of said Section 6, described as follows:
Beginning 660 feet South of the Northeast corner of the NW¼SE¼ of said Section 6, township and range aforesaid, and running
thence South 66°15' West 132 feet;
thence North 81° West 264 feet;
thence South 68°15' West 396 feet;
thence South 83°30' West 462 feet;
thence North 76° West 198 feet;
thence North 27° West 264 feet;
thence North 88° West 528 feet;
thence North 13°20' West 396 feet;
thence South 22°10' West 330 feet;
thence South 24° East 462 feet;

thence South 6° West 412 feet, more or less, to the South one-sixteenth line;
thence East along the South one-sixteenth line 810 feet, more or less, to the Northeast corner of Lot 8;
thence South 1004 feet along the meridianal section line of said Section 6;
thence North 60° East 1518 feet to the East one-sixteenth line;
thence North 924 feet along the East one-sixteenth line, to the point of beginning.

This Quit claim deed is given for the purpose of perfecting the title to the above described premises which was erroneously included in a Deed given by Ezra T. Budge and Ada Budge, husband and wife, to Louis Budge, Cyril Budge, Wilford Budge, Newell R. Budge, and Taft Budge, dated March, no day, 1928, recorded June 16, 1928, in Book 30 of Deeds, at page 285, under recorder's instrument No. 31512, records of Bear Lake County, Idaho.

Said Newell R. Budge states that he and his brother, Taft Budge, are the only surviving grantees in the above described deed and that he knows of a surety that the above described description was erroneously included in the deed to him and his brothers.

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

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

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

Newell R. Budge
NEWELL R. BUDGE

PROVINCE OF NOVA SCOTIA)
: ss.
County of PICTOU)

On this 14th day of April, 1976, before me, the undersigned, a Notary Public in and for said County and Province personally appeared Newell R. Budge known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

NOTARY PUBLIC for the Province of Nova Scotia.
Residing at: New Glasgow
My commission expires: Life

JAMES C. WILSON, B.A., LL.B.

117865

STATE OF IDAHO
County of Bear Lake
Date March 21, 1979
Time 1:30 P.M.
No. Microfilmed
Clerk Roy Bunderson
Deputy

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That GERALD J. ALDER and SANDRA ALDER, his wife, and ALAN J. ALDER and JEAN ALDER, his wife, hereinafter called Grantors, for and in consideration of the sum of One Hundred Thirteen Thousand Three Hundred Twenty-Five and 30/100 Dollars ($113,325.30) which sum is the true consideration for this transfer, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to the UNITED STATES OF AMERICA and its assigns, all of the real property with the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, situated in the County of Bear Lake, State of Idaho, to-wit:

ALL BEARINGS ARE BASED ON THE TRUE MERIDIAN.

T. 14 S., R. 44 E., BOISE MERIDIAN:

TRACT (17)

A TRACT OF LAND IN THE EAST 1/2 OF THE WEST 1/2 AND GOVERNMENT LOT 5, SECTION 6, ABOVESAID TOWNSHIP AND RANGE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER 1/4 CORNER OF SAID SECTION 6;

THENCE, FROM SAID POINT OF BEGINNING AND ALONG THE NORTH-SOUTH 1/4 LINE THROUGH SAID SECTION,

	SOUTH 00°00'45" EAST	633.62 FEET

TO THE CENTER LINE OF WHAT IS KNOWN AS THE "LITTLE OUTLET";

THENCE, BY MEANDER ALONG THE CENTER OF SAID "LITTLE OUTLET" THE FOLLOWING COURSES:

	NORTH 46°41'09" WEST	170.53 FEET,
	NORTH 41°14'34" WEST	115.67 FEET,
	SOUTH 86°56'59" WEST	428.12 FEET,
	NORTH 24°17'33" WEST	351.62 FEET,
AND	NORTH 09°17'45" EAST	149.48 FEET

TO THE EAST-WEST 1/4 LINE THROUGH SAID SECTION 6;

THENCE, EASTERLY ALONG THE SAID EAST-WEST 1/4 LINE,

	SOUTH 88°48'31" EAST	26.93 FEET

TO THE EAST BANK OF THE NATURAL OUTLET CHANNEL OF PARIS CREEK;

THENCE, NORTHERLY ALONG THE EAST BANK OF SAID CHANNEL, THE FOLLOWING COURSES:

	NORTH 22°42'17" EAST	72.72 FEET,
	NORTH 08°15'24" EAST	195.32 FEET,
	NORTH 68°31'53" WEST	479.58 FEET,
	SOUTH 75°05'28" WEST	226.94 FEET,

	SOUTH 87°11'12" WEST	93.45 FEET,
	NORTH 67°04'30" WEST	48.15 FEET,
AND	SOUTH 55°47'23" EAST	14.53 FEET

TO THE SOUTH RIGHT-OF-WAY LINE OF THE "PARIS-DINGLE" ROAD;

THENCE, EASTERLY ALONG THE SAID RIGHT-OF-WAY LINE,

NORTH 76°02'33" EAST 1500.60 FEET

TO THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 6;

THENCE, SOUTHERLY ALONG THE SAID NORTH-SOUTH 1/4 LINE,

SOUTH 00°00'45" EAST 760.46 FEET

TO THE POINT OF BEGINNING.

CONTAINING 20.29 ACRES, MORE OR LESS.

TRACT (17a)

A TRACT OF LAND BEING A PART OF THE SOUTH 1/2 OF SECTION 6, ABOVE SAID TOWNSHIP AND RANGE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT GOVERNMENT MEANDER LINE ANGLE POINT 2, SAID SECTION 6;

THENCE, FROM SAID POINT OF BEGINNING AND FOLLOWING THE GOVERNMENT MEANDER LINE ALONG THE NORTHWESTERLY SIDE OF BEAR LAKE,

SOUTH 61°31'53" WEST 1808.03 FEET

TO THE CENTER LINE OF BLOOMINGTON CREEK;

THENCE, NORTHERLY ALONG THE CENTER LINE MEANDERS OF BLOOMINGTON CREEK:

	NORTH 07°49'27" WEST	160.65 FEET,
	NORTH 00°46'44" WEST	99.79 FEET,
	NORTH 14°59'12" WEST	71.33 FEET,
	NORTH 65°20'29" WEST	53.53 FEET,
	SOUTH 76°25'02" WEST	146.58 FEET,
	NORTH 87°29'09" WEST	59.10 FEET,
	NORTH 68°10'38" WEST	73.52 FEET,
	NORTH 47°37'05" WEST	166.63 FEET,
	SOUTH 70°49'36" WEST	110.10 FEET,
	SOUTH 33°38'48" WEST	54.74 FEET,
	SOUTH 61°28'33" WEST	91.84 FEET,
AND	NORTH 25°21'12" WEST	169.73 FEET

TO THE CENTER LINE OF THE NATURAL OUTLET CHANNEL OF PARIS CREEK;

THENCE, NORTHERLY ALONG THE CENTER LINE OF THE NATURAL OUTLET CHANNEL OF PARIS CREEK:

	NORTH 67°32'41" EAST	85.68 FEET,
	NORTH 01°08'42" EAST	189.45 FEET,
	NORTH 16°20'45" EAST	155.53 FEET,

	NORTH 67°22'09" EAST	112.41 FEET,
	NORTH 85°31'46" EAST	156.58 FEET,
	NORTH 39°41'50" EAST	55.05 FEET,
AND	NORTH 10°19'34" EAST	110.64 FEET

TO THE NORTH LINE OF LOT 8, SAID SECTION 6;

THENCE, FOLLOWING SAID NORTH LINE,

SOUTH 88°38'41" EAST 113.25 FEET

TO THE WEST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE CONVEYANCE FROM HENRY AND ANNA B. TEUCHER TO WILLIAM L. RICH, DATED JUNE 8, 1898 AND RECORDED MARCH 12, 1902 IN BEAR LAKE COUNTY OFFICIAL RECORDS;

THENCE, NORTHERLY ALONG THE SAID RICH LINE,

	NORTH 06°00' EAST	364.09 FEET,
	NORTH 24°00' WEST	462.00 FEET,
AND	NORTH 22°10' EAST	330.00 FEET

TO AN ANGLE POINT ON SAID RICH LINE;

THENCE, CONTINUING EASTERLY ALONG THE SAID RICH LINE,

	SOUTH 13°20' EAST	396.00 FEET,
	SOUTH 88°00' EAST	528.00 FEET,
	SOUTH 27°00' EAST	264.00 FEET,
	SOUTH 76°00' EAST	198.00 FEET,
	NORTH 83°30' EAST	462.00 FEET,
AND	NORTH 68°15' EAST	287.80 FEET

TO THE WEST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE CONVEYANCE FROM W.L.AND EMILY M. RICH TO THE TELLURIDE POWER COMPANY, DATED SEPTEMBER 10, 1911 AND RECORDED SEPTEMBER 13, 1912 IN BEAR LAKE COUNTY OFFICIAL RECORDS;

THENCE, SOUTHEASTERLY ALONG THE SAID TELLURIDE POWER COMPANY WEST LINE,

SOUTH 20°16' EAST 759.58 FEET

TO THE NORTHEASTERLY EXTENSION OF THAT CERTAIN COURSE FROM THE MEANDER CORNER BETWEEN SECTION 6 AND 7 TO ANGLE POINT 2, SECTION 6, ABOVESAID MEANDER LINE;

THENCE, SOUTHWESTERLY ALONG SAID MEANDER LINE EXTENSION,

SOUTH 61°31'53" WEST 101.96 FEET

TO THE POINT OF BEGINNING.

CONTAINING 56.29 ACRES, MORE OR LESS.

TRACT (17b)

A TRACT OF LAND BEING A PART OF SECTION 18, SAID TOWNSHIP AND RANGE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MEANDER CORNER BETWEEN SECTIONS 7 AND 18, ABOVE-SAID TOWNSHIP AND RANGE;

THENCE, FROM SAID POINT OF BEGINNING AND FOLLOWING THE GOVERNMENT MEANDER LINE ALONG THE WESTERLY SIDE OF BEAR LAKE,

SOUTH 37°19'49" EAST 918.18 FEET

TO ANGLE POINT 1 OF SAID MEANDER LINE;

THENCE, CONTINUING ALONG SAID MEANDER LINE,

SOUTH 20°17'21" WEST 2426.39 FEET

TO ANGLE POINT 2 OF SAID MEANDER LINE;

THENCE, CONTINUING ALONG SAID MEANDER LINE,

SOUTH 33°09'47" EAST 1099.32 FEET

TO ANGLE POINT 3 OF SAID MEANDER LINE;

THENCE, CONTINUING ALONG SAID MEANDER LINE,

SOUTH 60°16'21" WEST 394.72 FEET

TO ANGLE POINT 4 of SAID MEANDER LINE;

THENCE, CONTINUING ALONG SAID MEANDER LINE,

SOUTH 11°31'59" EAST 300.63 FEET

TO A POINT THAT IS NORTHERLY 825.0 FEET (WHEN MEASURED AT RIGHT ANGLES TO) THE SOUTH LINE OF SAID SECTION 18;

THENCE, PARALLEL TO AND 825.0 FEET NORTHERLY OF (WHEN MEASURED AT RIGHT ANGLES TO) SAID SOUTH LINE,

SOUTH 89°58'23" WEST 1214.70 FEET

TO A POINT ON THE NORTH-SOUTH 1/4 LINE THROUGH SAID SECTION 18;

THENCE, CONTINUING PARALLEL TO AND 825.00 FEET NORTHERLY OF (WHEN MEASURED AT RIGHT ANGLES TO) SAID SOUTH LINE,

NORTH 89°57'48" WEST 1321.14 FEET

TO A POINT ON THE EAST LINE OF LOT 4 OF SAID SECTION 18;

THENCE, NORTHERLY ALONG THE EAST LINE OF LOTS 4 AND 3 OF SAID SECTION,

NORTH 00°06'33" WEST 1795.88 FEET

TO THE NORTHEAST CORNER OF SAID LOT 3, ALSO BEING ON THE EAST-WEST 1/4 LINE THROUGH SAID SECTION;

THENCE, NORTHERLY ALONG THE EAST LINE OF LOTS 2 AND 1,

NORTH 00°06'02" WEST 2618.36 FEET

TO THE NORTHEAST CORNER OF SAID LOT 1, ALSO BEING ON THE NORTH LINE OF SAID SECTION;

THENCE, EASTERLY ALONG THE SAID NORTH LINE,

NORTH 89°56'14" EAST 1321.55 FEET

TO THE 1/4 CORNER COMMON TO SECTION 7 AND SAID SECTION 18, SAID TOWNSHIP AND RANGE;

THENCE, CONTINUING EASTERLY ALONG THE NORTH LINE OF SAID SECTION 18,

NORTH 89°58'26" EAST 1188.19 FEET

TO THE TRUE POINT OF BEGINNING.

CONTAINING 266.83 ACRES, MORE OR LESS.

The above tracts contain in the aggregate 343.41 acres, more or less.

Together with all water, water rights, water appropriations, ditches, ditch rights-of-way and ditch rights as heretofore used and enjoyed in connection with the above described lands.

RESERVING UNTO THE GRANTORS, their successors and assigns, the right to prospect for, mine, or remove oil and gas from the above described lands for a period of 20 years from the date of this deed, and so long thereafter as oil or gas is produced from said lands, or so long as Grantors, their successors and assigns, conduct drilling or reworking operations thereon with no cessation for more than sixty consecutive days until production results and if production results, so long as oil or gas is produced. The Grantors reserve unto themselves, their successors and assigns, the right to ingress and egress over the said lands in the exercise of the rights reserved herein.

In the event of oil or gas being discovered and developed, the Grantors covenant and agree that forty percent (40%) of the Grantors' interest in all oil and gas produced shall be paid to the United States, until the purchase price for the land has been recovered by the United States. This provision shall be exercised at the option of the United States in the event such oil or gas development should leave the land unusable for refuge purposes.

This provision for payment of forty percent (40%) of the Grantors' royalty interest to the United States shall apply to the royalties reserved in the existing lease hereinafter referred to, as well as to any leases hereafter executed by Grantors, their successors or assigns. All remaining royalties shall be recovered by the Grantors, their successors and assigns.

The land is now subject to the oil and gas lease in favor of Gerald A. Hancock, as per lease of record in the office of the County Clerk of Bear Lake County, Idaho, Instrument No. 107633 and this conveyance is subject to the rights of the lessee in said lease.

The oil and gas reservation made by the Grantors, their successors or assigns, after the expiration of the said lease to Hancock, shall contain the following stipulations for the protection of the United States.

The exploration by the Grantors, their successors or assigns, the drilling for, development of, and the transportation or removal of oil and gas, and the control of abandoned wells or wells taken out of production, shall be conducted by the most approved methods as dictated by State law, and paramount consideration shall be given to the prevention of contamination by oil, field brine or of any other oil field contaminants or damage of the lands for wildlife refuge purposes. All structures erected for drilling, development, transportation or removal of oil or gas shall be held to a minimum. Any production waste in proximity to the sources must be confined as to prevent escape.

Provision must be made for the removal of oil field brine, by pipeline or other approved method, so as not to contaminate the lands or the waters of the refuge. In the event any damage to the lands or water, or lands and water, the Secretary of the Interior will be the sole authority in determining the extent of the damage immediately apparent or that may be reasonably anticipated growing out of the leakage of such contaminants.

It is mutually understood and agreed that in the exercise and use of the reservations herein, the Grantors, their successors and assigns, shall not disturb, damage, or destroy any improvements or property of the United States, within the refuge area and all such property so damaged or destroyed shall be replaced or repaired, at the option of the Secretary of the Interior, by the United States at the cost of the Grantors or by the Grantors; nor shall the Grantors, their successors and assigns, agents and employees, cut, burn, or destroy any timber, grass, or other natural growth within the refuge, nor shall the Grantors, their successors and assigns, agents and employees, take any bird, or nest or egg, or any other wildlife species except by written permission of the Secretary of the Interior or his duly authorized agent.

The use, occupation, and operation of the reservations retained herein, shall be subordinate to and subject to such rules and regulations as may be prescribed by the Secretary of the Interior governing the use, occupation, protection, and administration of land within the National Wildlife Refuge System under and in compliance with the provisions of Section 6 of the Act of February 18, 1929 (45 Stat. 1222), as amended by Section 301 of the Act of June 15, 1935 (49 Stat. 381).

The above land is acquired by the United States for the use of Fish and Wildlife Service, Department of the Interior, pursuant to Section 6 of the Act of February 18, 1929 (45 Stat. 1222), as amended by Section 301 of the Act of June 15, 1935 (49 Stat. 381) and the Migratory Bird Hunting Stamp Act of March 16, 1934, as amended.

To Have and To Hold the above described premises to the United States of America and its assigns, forever.

The Grantors hereby covenant to and with the United States and its assigns, that Grantors are lawfully seized in fee simple of the above granted premises, have a good and lawful right and power to sell and convey the same, that the same are free and clear of all encumbrances and that Grantors will warrant and forever defend the title thereto and quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Dated this 20 day of March, 1979.

Gerald J. Alder

Sandra Alder

Alan J. Alder

Jean Alder

ACKNOWLEDGMENT

STATE OF Utah)
) ss
County of Cache)

On this 20th day of March, 19 79, before me the undersigned, a Notary Public in and for the State of Utah, duly commissioned and sworn personally appeared Gerald J. Alder and Sandra Alder known to me to be the individuals described in and who executed the foregoing instrument and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of Utah residing at Logan

My Commission Expires: January 12, 1983

ACKNOWLEDGMENT

STATE OF Utah)
) ss
County of Cache)

On this 20th day of March, 19 79, before me the undersigned, a Notary Public in and for the State of Utah, duly commissioned and sworn personally appeared Alan J. Alder and Jean Alder known to me to be the individuals described in and who executed the foregoing instrument and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

NOTARY PUBLIC

Notary Public in and for the State of Utah residing at Logan

My Commission Expires: January 12, 1983

Flying S Title and Escrow of Idaho, Inc.
469 Washington St
Montpelier, ID 83254
Phone: (208)847-1300 / Fax: (208)847-1314

PR: AFFGRP **Ofc:** 38 (14077)

Invoice

To: US Fish and Wildlife Service
911 NE 11th Ave.
Portland, OR 97232

Invoice No.: 14077 - 381001178
Date: 12/06/2023
Our File No.: 1120802-MON
Title Officer: Carrie Hemmert
Escrow Officer:
Customer ID: 481829

Attention: Danielle Zarlengo
Your Ref.: USA Tract #17a-II

Liability Amounts

RE: **Property:**
not addressed, Paris, ID 83261

Buyers:
Sellers: United States of America

Description of Charge	Invoice Amount
Guarantee-Recorded Document Guarantee	$350.00
Work Charge - copies 42 pages	$42.00

INVOICE TOTAL **$392.00**

Comments:

Thank you for your business!

To assure proper credit, please send a copy of this Invoice and Payment to:
Attention: Accounts Receivable Department
NOTE NEW REMITTANCE ADDRESS, LB# 1083, Flying S Title and Escrow, PO Box 35146
Seattle, WA 98124-5146

GUARANTEE

Issued by

Flying S Title and Escrow of Idaho, Inc.
469 Washington St, Montpelier, ID 83254
Title Officer: Carrie Hemmert
Phone: (208)847-1300
FAX: (208)847-1314

First American Title™

Form 5010500 (7-1-14)

Guarantee Number: 501055-

Guarantee Face Page

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY



First American Title™

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

This jacket was created electronically and constitutes an original document

First American Title

Guarantee

Recorded Document Guarantee
ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
5010500-1120802-MON

LIABILITY: **$3,500.00**

FEE: **$350.00**

ORDER NO.: **1120802-MON**

REFERENCE NO.: **USA Tract #17a-II**

First American Title Insurance Company
a Nebraska corporation, herein called the Company,
SUBJECT TO THE TERMS, LIMITATIONS AND CONDITIONS OF
THE APPLICATION FOR THIS GUARANTEE
EXECUTED ON November 30, 2023
WHICH APPLICATION, OR COPY THEREOF, IS ATTACHED HERETO AND
MADE A PART OF

GUARANTEES

The United States of America

herein called the Assured, against loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

Any claim or other notice to the Company shall be in writing and shall be addressed to the Company at 1 First American Way, Santa Ana, California 92707.

THIS GUARANTEE IS NOT VALID AND THE COMPANY SHALL HAVE NO LIABILITY HEREUNDER UNLESS THE APPLICATION REFERRED TO ABOVE OR COPY THEREOF AND SCHEDULE A ARE ATTACHED HERETO.

Dated: **November 15, 2023** at **7:30 A.M.**

By:
Authorized Countersignature

First American Title	Recorded Document Guarantee
	ISSUED BY **First American Title Insurance Company**
Schedule A	GUARANTEE NUMBER **5010500-1120802-MON**

Order No.: 1120802-MON

The assurances referred to on the face page are, that, based on a search of the records indicated in the Application referred to on the face page hereof, the following identified and attached documents constitute all of the Designated Documents requested in the Application.

Designated Documents:

The following pertain to property acquired from Wayne H Nye and Gail S Nye, husband and wife and Don C Nye and Norma A Nye, husband and wife

1. Warranty Deed recorded January 12, 1931 as instrument number 35424, Book 31, page 600
2. Warranty Deed (Special) recorded October 27, 1936 as instrument number 42772, Book 35, page 103
3. Warranty Deed recorded December 16, 1953 as instrument number 68521, Book 45, page 234
4. Quitclaim Deed recorded April 24, 1975 as instrument number 105195
5. Warranty Deed recorded August 30, 1976 as instrument number 109395
6. Decree Quieting Title recorded September 9, 1976 as instrument number 109471
7. Boundary Line Agreement and Conveyance recorded December 14, 1981 as instrument number 126902

The following pertain to property acquired from Evan H Pope and Dotty Jo Pope, husband and wife

8. Warranty Deed recorded May 28, 1948 as instrument number 60930, Book 42, page 165
9. Order Approving First and Final Account and Decree of Distribution recorded August 13, 1964 as instrument number 85386, Book 50, page 123
10. Warranty Deed recorded August 14, 1964 as instrument number 85390, Book 50, page 125
11. Corrected Quit Claim Deed recorded August 13, 1975 as instrument number 105920
12. Warranty Deed recorded May 3, 1976 as instrument number 108328
13. Boundary Line Agreement and Conveyance recorded December 14, 1981 as instrument number 126902

APPLICATION FOR THE ISSUANCE OF A RECORDED DOCUMENT GUARANTEE

Applicant, for the purpose of purchase, sale, lease or loan, is in the process of investigating the prior ownerships and uses of the Subject Property. As only a component of that investigation, Applicant hereby requests the Company to furnish Applicant with a Recorded Document Guarantee, which Guarantee will set forth and attach copies of the Designated Documents. The Guarantee is being provided to Applicant solely for the purpose of facilitating any innocent landowner or purchaser defenses which may be available under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended. It is provided for the sole use and benefit of Applicant and may not be used or relied upon by any other party.

1. The following terms when used in the Application and the Recorded Document Guarantee shall mean:

   a. **Applicant** - The party or parties which have executed this Application and which are shown as the Assured in the Guarantee.

   b. **CERCLA** - Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

   c. **Company** - First American Title Insurance Company.

   d. **Designated Documents** - Those documents specifically designated by Applicant in paragraphs 3a or 3b, and in paragraph 4 and which describe the Subject Property or any portion thereof and which are not Excluded Documents.

   e. **Excluded Documents** - Any of the following:

      (i) documents indexed in the Company's title plant records by name only,

      (ii) documents pertaining to an estate or interest in minerals, gas and oil, or other hydrocarbon substances,

      (iii) documents pertaining to water rights, claims or title to water, or

      (iv) documents recorded or indexed outside the chain of title, whether or not the documents impart constructive notice to purchasers of the Subject Property for value and without knowledge.

   f. **Guarantee** - Recorded Document Guarantee.

   g. **Land Records** - Those records in which under state statutes the Designated Documents must be recorded in order to impart constructive notice to purchasers of the Subject Property for value and without knowledge.

   h. **Subject Property** - The real property described in the Application, but not including any severed mineral estate.

17a-II D3

2. The Subject Property is described as follows:
USA Tract ~~17-II~~ - as described in Boundary Line Agreement and Conveyance Recorded as Instrument No. 126902

3. Applicant hereby requests the Company to issue the Guarantee identifying only the following Designated Documents which are:

a. X currently posted in the Company's title plant and which were recorded in the Land Records

from January 1, 1932 (Date) through November 15, 2023 (Date).

b. _____ recorded and indexed in the grantor-grantee indices in the Land Records of

_____
Name of County and State

from _____ (Date) through _____ (Date).

4. Designated Documents as defined in paragraph 1(d) above:

a. X Deeds

b. _____ Leases and Subleases

c. _____ Mortgages/Deeds of Trust

d. _____ Environmental Protection Liens recorded pursuant to CERCLA

e. _____ All documents

5. Applicant specifically instructs the Company to disclose in the Guarantee only the Designated Documents indicated above. Applicant understands that during the course of searching the records covered by the Guarantee the Company may find or have knowledge of documents of a type other than the Designated Documents requested by Applicant. Even if the Company knows or would have reason to know Applicant may have an interest in these other documents, Applicant imposes no duty or responsibility on the Company to disclose those documents or their content to Applicant either through the Guarantee or otherwise.

6. BY THE EXECUTION AND SUBMISSION OF THIS APPLICATION TO THE COMPANY, APPLICANT ACKNOWLEDGES AND SUBMITS:

a. That the Company's sole obligation under the Guarantee, and this Application, shall be to conduct a search in accordance with the terms and provisions of this Application and to furnish copies of the Designated Documents to Applicant as a part of the Guarantee. The Company shall have no obligation to read, examine, or interpret the Designated Documents.

b. That the Company shall not be obligated under this Guarantee to pay any costs, attorneys' fees, or expenses incurred in any action, proceeding, or other claim brought against Applicant.

c. That the Guarantee is limited in scope and is not an abstract of title, title opinion, preliminary or title report, or commitment to issue title insurance.

d. That the Guarantee is not to be relied upon by Applicant or any other person as a representation of the status of title to the Subject Property.

e. That Applicant shall have no right of action against the Company, whether or not based on negligence, except under the terms and provisions of, and subject to all limitations of, this Application and the Guarantee.

f. That the Guarantee is not valid and the Company shall have no liability thereunder unless this Application, or copy thereof, is attached thereto.

g. That the Guarantee does not assure that Applicant will be entitled to any innocent landowner or purchaser defenses which may be available under CERCLA.

LIMITATION OF LIABILITY

APPLICANT RECOGNIZES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF DAMAGES WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN THE GUARANTEE. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITIES PURSUANT TO CERCLA. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED GUARANTEE UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF THIS LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THIS LIMITATION IS AS FOLLOWS:

APPLICANT AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS GUARANTEE, THAT THE COMPANY SHALL BE LIABLE TO APPLICANT UNDER THIS GUARANTEE ONLY IN THE EVENT THAT ENVIRONMENTAL HAZARDOUS WASTE OR TOXIC SUBSTANCE CLEAN-UP COSTS OR PENALTIES ARE ACTUALLY IMPOSED ON APPLICANT, OR AGAINST THE SUBJECT PROPERTY, SOLELY BY REASON OF AN ERROR OR OMISSION BY THE COMPANY IN FAILING TO IDENTIFY AND ATTACH THE DESIGNATED DOCUMENTS TO THE GUARANTEE, WHICH ERROR OR OMISSION BY THE COMPANY HAS CAUSED APPLICANT TO FAIL TO COMPLY WITH THE REQUIREMENTS FOR DUE DILIGENCE INQUIRY OF PRIOR OWNERSHIPS AND USES IN CONNECTION WITH THE INNOCENT LANDOWNER OR PURCHASER DEFENSES UNDER CERCLA; AND THEN THE LIABILITY SHALL BE A ONE-TIME PAYMENT TO APPLICANT OF $ 3,500.00 .

ACCORDINGLY, APPLICANT REQUESTS THAT THE GUARANTEE BE ISSUED WITH THIS LIMITATION AS A PART OF THE CONSIDERATION THAT APPLICANT GIVES THE COMPANY TO PREPARE AND ISSUE THE GUARANTEE.

APPLICANT CERTIFIES THAT HE HAS READ AND UNDERSTANDS ALL OF THE TERMS, LIMITATIONS AND CONDITIONS OF THIS APPLICATION.

Executed this 29th day of November, 2023.

Danielle Zaccheroni

(Applicant's Signature Provision)

(This application must be signed by the Applicant itself or an attorney at law representing the Applicant.)

EXHIBIT 'A'

File No.: **1120802-MON (ch)**

Property: **not addressed, Paris, ID 83261**

All that property gained by the execution of Boundary Line Agreement and Conveyance recorded as Instrument No. 126902, common boundary line being described as follows:

Township 14 South, Range 44 East of the Boise Meridian:

A Tract of land being a part of the South ½ of Section 6, above said Township and Range, and being more particularly described as follows:
Beginning at a point on the centerline of Bloomington Creek from which said Point of Beginning, the government meander line angle point 2, said Section 6 bears,
North 75°58'08" East 2348.060 feet distant
Thence, from said Point of Beginning running thence,
South 08°28'51" West 50.417 feet,
South 43°30'33" West 46.683 feet,
South 06°43'11" West 145.769 feet,
South 75°25'12" West 36.097 feet,
North 40°24'37" West 179.006 feet,
North 02°46'23" West 133.038 feet,
North 58°01'58" West 89.551 feet,
North 01°22'39" West 54.904 feet,
North 48°41'40" East 28.632 feet,
North 65°21'55" East 88.618 feet,
South 80°30'42" East 80.467 feet,
North 16°57'15" East 179.959 feet,
and North 37°01'58" East 162.515 feet to a point on the centerline of Paris Creek.

WARRANTY DEED RECORD No. 31

Pg 600

Document No. 58484

THIS INDENTURE, Made the 22nd. day of September, in the year of our Lord one thousand nine hundred and thirty, between George F. Bunn and Rena Bunn, husband and wife of, County of Bear Lake, State of Idaho, parties of the first part, and Miller & Viele, a corporation of the, County of Salt Lake, State of Utah, party of the second part:

WITNESSETH, That the parties of the first part, for and in consideration of the sum of

One dollar and other good and valuable considerations - - - - - - - - - - - - DOLLARS, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents do GRANT, BARGAIN, SELL, ALIEN, REMISE, RELEASE, CONVEY and CONFIRM, unto the said party of the second part, and to its heirs and assigns forever, all that certain piece or parcel of land, situated in the County of Bear Lake, State of Idaho, and known and described as follows, to-wit:

Commencing at a point 5 chains and 40 links west of the northeast corner of of the southeast quarter (SE¼) of the northeast quarter (NE¼)of Section twelve (12), Township fourteen (14) South, Range forty three (43) east of the Boise Meridian and running thence south 5 chains and 70 links; thence east 20 chains; thence north 5 chains and 70 links; thence west 20 chains to place of beginning. Also commencing at a point 5.27 chains east and 18.77 chains north 1° east to center of Paris Creek, from the southwest corner of Section six (6), Township fourteen (14) south, Range forty-four (44) east of the Boise Meridian and running thence south 1° west 18.77 chains; thence east 10 chains; thence north 10.16 chains; thence up center of channel of Paris Creek following its meanderings to place of beginning. Also, commencing at a point 24 chains 80 links east along Section line from the northwest corner of the northeast quarter (NE¼) of the northeast quarter (NE¼) of Section twelve (12), Township fourteen (14) south, Range forty-three (43) east of the Boise Meridian and running thence east along section line 10 chains; thence south 20 chains; thence west along 40 acre line 20 chains, north 4 chains 35 links; thence east 10 chains; thence north 15 chains 65 links to place of beginning. Excepting from above described tract the following right of way: Commencing at a point 4 chains 35 links north from the southwest corner of said last described tract; thence running east 10 chains; thence running northeasterly 10 chains; more or less to a point 9 chains north of the southeast corner of said land; thence south 2 rods; thence southwesterly 10 chains, more or less; thence west 10 chains; thence north 2 rods to place of beginning. A net acreage is contained herein of fifty-five (55) acres of land, more or less.

Together with all ditch and water rights of every nature, however evidenced, belonging to said land.

This conveyance is made subject to all taxes and encumbrances as shown by the records of Bear Lake County, State of Idaho.

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereto belonging, or in any wise appertaining, and the rents, issues and profits thereof, and also all the estate, right, title, interest, property, possessions, claim and demand whatsoever, as well in law as in equity, of the said parties of the first part, of, in or to said premises, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD, All and singular, the said premises, together with the appurtenances, unto the said party of the second part, and to its heirs and assigns, forever, and the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said party of the second part, its heirs and assigns, against the said parties of the first part, and their heirs, and against any and all persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

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

Signed, Sealed and Delivered in the Presence of

Geo. F. Bunn (SEAL)

Rena Bunn (SEAL)

STATE OF IDAHO, } ss.
COUNTY OF BEAR LAKE, }

UNITED STATES OF AMERICA

On this 24th. day of October, in the year of our Lord one thousand nine hundred and thirty, before Amy M. Athay, Clerk of District Court within and for said County and State, personally appeared George F. Bunn and Rena Bunn, husband and wife, personally known to me to be the persons whose names are subscribed to the within instrument, and duly acknowledged to me that they executed the same.

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

Amy M. Athay

(SEAL)

Clerk, District Court, Paris, Ida.

Recorded at request of E. L. McClave at 9:45 o'clock A M., this 12th. day of January, A. D. 1931

Fee, $1.00

Sam S. Tunks
County Recorder.

, Deputy.

Recorded at the request of Chas. E. Harris at 11:50 o'clock A. M. October 27th, 1936.

By [signature] Deputy Sam V. Tunks, Recorder

Fee $1.00

No. 42772

WARRANTY DEED
(Special)

Bk 35, pg 103

THIS INDENTURE, made by and between MILLER & VIELE, a corporation of the State of Utah, party of the first part, and J. Vivian Nye, of the County of Bear Lake, State of Idaho, party of the second part,

WITNESSETH:- That the said party of the first part, for and in consideration of the sum of ($10.00) Ten Dollars and for other good and valuable consideration to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said party of the second part, and to his heirs and assigns forever the following described real estate situated in Bear Lake County, State of Idaho, to-wit:

Com at a point 5 chains & 40 links West of the Northeast corner of Southeast quarter (SE¼) of Northeast quarter (NE¼) of Section Twelve (12), Township Fourteen (14) South Range Forty three (43) East of Boise Meridian, thence South 5 chs. 70 links; thence East 20 chains; thence North 5 chains 70 links; thence West 20 chains to beginning. Also com. at a pt. 5.27 chains East & 18.77 chains North 1° East to center of Paris Creek from Southwest corner section Six (6), Township Fourteen (14) South Range Forty-four (44) East of Boise Meridian; thence South 1° West 18.77 chains; th. East 10 chains; th. North 10.16 chains; th. up center of channel of Paris Creek following its meanderings to place of beginning. Also commencing at a point 24 chains 80 links East along Section line from Northwest corner of Northeast quarter (NE¼) of Northeast quarter (NE¼) of Section Twelve (12), Township Fourteen (14) South Range Forty three (43) East of Boise Meridian; th. East along Section line 10 chains; th. South 20 chains; th. West along 40 acre line 20 chains; North 4 chains; 35 links; th. East 10 chains; th. North 15 chains 85 links to beg. Excepting from last described tract the following right of ways: Com. at a pt. 4 chains 35 linsk West from Southwest corner of said last described th. East 10 chains; th. NE'ly 10 chains, more or less to a pt. 9 chains North of Southeast corner of said land; th. South 2 rds. th. SW'ly 10 chains, more or less. th. West 10 chains th. North 2 rds to place of beginning. A net acreage is contained herein of Fifty Five (55) acres of land, more or less.

Together with all ditch and water rights of every nature, however evidenced, belonging to said land.

This conveyance is made subject to all taxes and encumbrances of every nature as shown by the records of Bear Lake County, State of Idaho.

(FIFTY CENTS CANCELLED DOCUMENTARY STAMPS ATTACHED)

Together with all and singular, the tenements, ditch and water rights, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the rents, the issue and the profits thereof. This conveyance is made subject to all existing rights of way.

And the party of the first part does hereby warrant the title as against all and every person and persons whomsoever, lawfully claiming or to claim by, through or under said party of the first part.

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

IN WITNESS WHEREOF, Miller & Viele has caused its corporate name to be signed to this instrument, and its corporate seal affixed, this 28th day of March, A. D. 1935.

(SEAL)

MILLER & VIELE
By C. H. Morehouse, Vice-President
By Harold W. Langton, Secretary-Treas

[redacted]

... March in the year 1936, before me, Addison D. Perry, Jr. a Notary ... and ... personally appeared C. H. Morehouse and Harold H. ... known to me to be the Vice-President, the Secretary and Treasurer, respectively, ... the corporation that executed the within instrument, and acknowledged to me that such cor... poration executed the same.

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

(SEAL)

Addison D. Perry, Jr.
Residing at Salt Lake City, Utah

My commission expires April 30, 1938.

Recorded at the request of J. Vivian Nye at 3:10 o'clock P. M. October 27th, 1936.

By Louise O'Shepherd Deputy

Sam V. Tunks, Recorder

Fee $1.00

No. 427/81 ✓

IN THE PROBATE COURT OF BEAR LAKE COUNTY STATE OF IDAHO

IN THE MATTER OF THE ESTATE OF JOHN B. CLEVELAND, deceased.

DECREE OF SETTLEMENT OF FIRST AND FINAL ACCOUNT AND OF DISTRIBUTION OF ESTATE.

Landon R. Pugmire, the executor of the Last Will and Testament of John B. Cleveland, deceased, having on the 16th day of October 1936, rendered and filed herein a full account and report of his administration of the estate of said deceased, which account was for the final settlement, and having with said account filed a petition for the final distribution the residue of said estate, among those entitled thereto, and said account and petition coming on regularly this day for hearing, proof having been made to the satisfaction of the court that notice has been given of the settlement of said account and the hearing of said petition, in the manner and for the time in such cases provided by law, and the order of this court, and no objections or exceptions to said account or to said petition having been made or filed herein by any person or persons interested in said estate, or otherwise, and it appearing to the court to its satisfaction from the evidence adduced at such hearing that the said account is in all respects just, true and correct and should be settled as rendered, and that all the allegations and statements contained in said petition for distribution is and singlular are true, and the court hereby finds them to be true; That all state, county and other taxes levied against the property of said estate, have been paid in full, and that all claims and debts against said estate, have been paid in full, and that all costs, charges and expenses of administration have been paid and discharged;

And it further appearing that the said John B. Cleveland died in the county of ... state of Idaho on or about the 31st day of January 1936, leaving estate in said county ... state, and that he left surviving him the following named next of kin and heirs at law ...

Grover S. Cleveland, a son, residing at St. Charles, Idaho
Ellsworth P. Cleveland, a son, residing at St. Charles, Idaho

That said deceased left a last will and testament bearing date the ... 1936, which said Last Will and Testament has been duly admitted to ... said last Will and Testament said Grover S. Cleveland and Ellsworth P. Cleveland ... deceased, and Stafford Cleveland, a brother of deceased were named ... legatees, and who are entitled to receive the residue of the estate of ... accordance with ... as provided by said last Will and testament.

And it further ... estate ... been ... and ... said ... on said ...

...241 feet;
...Utey Street
...of
...of said
...ning.

...appurtenances thereof
...thereof, and also
...and whatsoever,
...of, is or to said
...ises.

...together with the appurte-
...his heirs and assigns forever, and
...premises, in the quiet and peace-
...his heirs and assigns against the
...heirs and against any and all persons whomsoever,
...to claim the same, shall and will warrant and by these presents for-

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

Arthur Sorenson
A. P. Sorenson (SEAL)

Gertrude Sorenson (SEAL)

STATE OF IDAHO,)
)ss.
County of Bear Lake)

On this 8th day of December, in the year of our Lord one thousand nine hundred and fifty-three before me, Ruth Aland a Notary Public within and for said County and State personally appeared ARTHUR SORENSON (sometimes known as A. P. Sorenson and as Arthur P. Sorenson) and GERTRUDE SORENSON, husband and wife, personally known to me to be the persons whose names are subscribed to the within instrument, and duly acknowledged to me that they executed the same.

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

(SEAL)
My Commission Expires:
March 6, 1956.

Ruth Aland
NOTARY PUBLIC for Idaho
Residing at Montpelier, Idaho.

Recorded at the request of C. E. Jewell; 11:00 A.M.; Dec. 15, 1953; Book 45 of Deeds at page 233.

By Lucy Barton Deputy
Fee $1.50

San V. Tunks, Recorder.

No. 68521. WARRANTY DEED BK 45, Pg. 234

THIS INDENTURE, Made the 18th day of July, in the year of our Lord one thousand nine hundred and fifty-three between LULA NYE of Paris, County of Bear Lake, State of Idaho, party of the first part, and J. VIVIAN NYE of Paris County of Bear Lake, State of Idaho, party of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of ONE DOLLAR, LOVE AND AFFECTION, AND AS A GIFT lawful money of the United States of America to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these present do GRANT, BARGAIN, SELL, ALIEN, REMISE, RELEASE, CONVEY and CONFIRM unto the said party of the second part, and to his heirs and assigns forever, all these certain pieces or parcels of land, situated in the County of Bear Lake, State of Idaho, and known and described as follows, to-wit:

ALL OF MY RIGHT, TITLE AND INTEREST (being an undivided one half community interest) IN AND TO THE FOLLOWING DESCRIBED REAL ESTATE TO-WIT:

Commencing at a point 4.80 chains East along Section line from the NW corner of the NE¼ of the NE¼ of Section 12, Township 14 South, Range 43 East, Boise Meridian, and running thence East along Section line 20 chains; thence South 5.65 chains; thence West 10 chains; thence South 10 chains; thence West 10 chains; thence North 15.65 chains to place of beginning, and containing 2¼ acres and 48 square rods of land, be there more or less.

Also, Commencing at a point 2.15 chains East and 5.15 chains North from Meander corner to Sections 1, and 12, Township 14 S.R. 43 E.B.M., and running thence South 5.15 chains; thence East 20.14 chains; thence N. 1° East 18.77 chains to center of Paris Creek, thence up said creek, following its windings to place of beginning, containing 15 acres more or less.

Also, Commencing at a point 15.65 chains South along 40 acre line and 14.75 chains East from the Northwest corner of the Northeast quarter of Northeast quarter of Section 12, Township 14 South, Range 43 East of Boise Meridian, and running thence North 10 chains; thence East 10 chains; thence South 10 chains; thence West 10 chains to place of beginning containing 10 acres of land be there more or less.

Also, Commencing 14.30 chains North and 5.40 chains West from the SE corner of the NE¼ of Section 12 in Tp. 14 South, Range 43 East, Boise Meridian, and running thence West 20 chains; thence North 10.25 chains; thence East 20 chains; thence South 10.25 chains to the place of beginning, and containing 20 acres of land be there more or less, situated and lying in the County of Bear Lake, State of Idaho.

Also, Commencing at a point 5.95 chains West from the SE corner of the NE¼ of Section 12, Tp. 14 S. R. 43 E.B.M., and running thence West 56 rods; thence North 58 rods; thence East 56 rods; thence South 58 rods to the place of beginning, containing 20 acres and 48 square rods of land, more or less.

Also, Commencing at a point 20 chains West from the NE corner of the SE¼ of Section 12, Tp. 14 S. R. 43 E.B.M., and running thence North 14.65 chains; thence West 5.38 chains

14 chains; thence East 5.34 chains to the place of beginning, containing 7½ [illegible] there more or less.

[illegible], 15 shares of the Capital stock of the Dry Lake Canal Company.

[illegible] Commencing at a point 5.95 chains West from the SE corner of the NE¼ of [illegible] said, running thence North 58 rods; thence East 6.07 rods; thence South 58 [illegible] 6.07 rods to place of beginning, containing 2.2 acres more or less.

Also, Commencing at the Southeast corner of the Southwest Quarter of the NW¼ of [illegible] Tp. 14 South, Range 44 East, Boise Meridian, running thence West 97.93 rods; [illegible] 58 rods; thence East 97.93 rods; thence South 58 rods to place of beginning, containing 35.80 acres of land more or less.

Also, Beginning at a point which is 25.26 chains N. 89° 27' W. and 14.27 chains [illegible] from the NE corner of the SE¼ of Section 12, Tp. 14 S.R. 43 E.B.M., (the same being [illegible] of Lot 11); run thence North 10.25 chains; thence East 9.98 chains (to local line) thence North 20.80 chains to center of Paris Creek; thence up the channel of said Creek, [illegible] its windings, (to a point which is 10.00 chains West and 16.15 chains North of [illegible] of beginning); thence South 16.15 chains, (to SW corner of Lot 11); thence East 10.00 [illegible] chains to place of beginning, containing 43 acres and 57 square rods, more or less.

Also, Commencing at a point 7.50 chains North from the SW corner of Lot 6, Section 7, Township 14, S.R. 44 East, Boise Meridian, running thence North 26.80 chains; thence East about 27.60 chains to the Eastern boundary line of Lot 7, thence first in a Southwesterly course and thence in a Southeasterly direction to a point 7.50 chains North of the Southern boundary line of said Lot 6, and directly East from place of beginning; thence West about 20 chains to place of beginning, containing about 52.44 acres, more or less.

Also, Commencing at a point 35.26 chains North 89°27' W. and 3.93 chains North from the NE corner of the SE¼ of said Section 12, running thence North 10.25 chains; thence East 10 chains; thence South 10.25 chains; thence West 10 chains to place of beginning, containing 10.25 acres of land more or less, all in Twp. 14, S.R. 43 E.B.M.

Also, Commencing at a point 5.40 chains West of the NE corner of the SE¼ of the NE¼ of Section 12, Twp. 14 S.R. 43 E.B.M., running thence South 5.70 chains; thence East 20 chains; thence North 5.70 chains; thence West 20 chains to place of beginning.

Also, Commencing at a point 5.27 chains East and 18.77 chains North 1° East to center of Paris Creek from SW corner of Section 6, Twp. 14 S.R. 44 E.B.M., running thence South 1° W. 18.77 chains; thence East 10 chains; thence North 10.16 chains; thence up center of channel of Paris Creek following its meanderings to place of beginning.

Also, Commencing at a point 24.80 chains East along Section line from NW corner of NE¼ of NE¼ of Section 12, Twp. 14 S.R. 43 E.B.M., running thence East along Section line 10 chains; thence South 20 chains; thence West along 40 acre line 20 chains; thence North 4.35 chains; thence East 10 chains; thence North 15.65 chains to place of beginning. EXCEPTING from last described tract the following right of way: Commencing at a point 4.35 chains West from the SW corner of said last described tract, thence East 10 chains; thence Northeasterly 10 chains, more or less, to a point 9 chains North of the SE corner of said land; thence South 2 rods; thence Southwesterly 10 chains, more or less; thence West 10 chains; thence North 2 rods to place of beginning. A net acreage is contained herein of 55 acres more or less.

Also, Tract No. 2246 described as follows, to-wit: Lot 9 of Block 9 of Paris, Bear Lake County, Idaho, except the following portion thereof to-wit: Commencing at the NW corner of said Lot 9 of Block 9 of said City of Paris, Bear Lake County, Idaho, and running thence South 10 rods; thence East 2 rods; thence North 10 rods; thence West 2 rods to place of beginning.

Also, Commencing at a point 7.50 chains North from the SW corner of Section 12, Twp. 14 S.R. 43 E.B.M., and run thence North 5.80 chains; thence East 1.17 chains; thence North 10.18 chains; thence West 1.17 chains; thence North 9.47 chains; thence South 89° E. 10 chains; thence North 20.43 chains; thence South 89° E. 9.67 chains; thence South 45.88 chains; thence West 19.67 chains to place of beginning, containing 68.62 acres of land.

Also, Commencing at a point 68 rods and 8 links S. 72° 30' W. from the center of Section 10, Twp. 14, S.R. 43 E.B.M., and running thence South 24 rods and 15 links; thence S. 58° E. 27 rods and 16 links; thence S. 22°45' E. 22 rods; thence West 207 rods and 15 links; thence North 75 rods and 8 links; thence S. 78° 40' E. 82 rods and 3 links; thence S. 65° E. 32 rods; thence N. 86° E. 15 rods; thence N. 76° 20' E. 51 rods and 18 links to place of beginning, containing 68.8 acres ofland, more or less.

Also, Lot 10 in Block 9 of the Paris Townsite Survey as platted in Plat Book "B" on page 107 of the records of Bear Lake County, Idaho.

Together with all water rights thereunto belonging or having been used upon said premises, and more particularly described as one share of the capital stock of the Pioneer Irrigation & Manufacturing Company.

Saving and excepting from the foregoing that portion of said lot heretofore conveyed to the O.S.L. Ry. Co., being a small triangular piece in the SE corner of said Lot.

Also, Lot 3, Section 7, Township 14 South, Range 44 East, Boise Meridian, containing 40 acres.

Also, Fraction of SW¼NW¼ Section 33, Twp. 13 S.R. 43 E.B.M., further described as Tract-855 further described as:

Commencing at SW corner of NW¼ of Section 33, Twp. 13 S.R. 43 E.B.M., running thence North 52 rods; thence East 80 rods; thence South 52 rods; thence West 80 rods to place of beginning.

Also, The West half of the SW¼ of Section 33, Twp. 13 S.R. 43 E.B.M., and containing 80 acres, more or less.

Also, Lot 4 and the SW¼NW¼ and the NW¼SW¼ of Section 4, Twp. 14 S.R. 43 E.B.M., containing 119.15 acres, more or less.

Also, Commencing at a point from which the meander corner between Sections 1 and 2, Twp. 14 S.R. 43 E.B.M., bears N. 48° 25' E. 1573 feet; from thence South 722 feet to center of land; thence S. 89° 57' W. 660 feet; thence N. 59° W. 297 feet to center of Paris

thence meander main channel Paris Creek to a point which is from point of beginning S. 331 feet, West 647.5 feet, and North 302 feet to Center of creek; thence meander old channel of creek to point 403 feet North of point of beginning.

Meander corner referred to is 17 chains East from the NE corner of Section 12.

Compass variations taken as 18°

Said tract containing approximately 19 acres.

Also, Commencing at a point 5.65 chains West of the NW corner of Lot 7, Section 7, Twp. 14 S.R. 44 E.B.M., running thence South 5.70 chains; thence East about 36 chains to Eastern boundary line of said Lot 7; thence running in a Northwesterly direction along the Eastern line of said Lot to the NE corner of said Lot 7; thence West about 33 chains to place of beginning and containing 19 and 137/160 acres of land, more or less.

Also, the following parcel of land: Commencing at a point 5.65 chains West of the NW corner of Lot 7, run thence South 5.70 chains in Section 7, Twp. 14 S.R. 44 E.B.M., running thence North 66 rods; thence East about 36 chains, more or less, to the Eastern boundary line of Lot 8, Section 7, in J. A. Sutton's Homestead Entry; thence South about 10.75 chains; thence West 33 chains, containing 38 acres and 112 square rods, be there more or less.

Also, Commencing at a point 51 rods and 1½ feet West of the SE corner of the NE¼ of Section 11, Twp. 14 S.R. 43 E.B.M., Paris Townsite Survey, and running thence North 54 rods; thence West 6 rods and 6 feet; thence South 54 rods; thence East 6 rods and 6 feet to the place of beginning, containing 2 acres and 22 square rods.

Also, Commencing at a point 48 rods and 3½ feet West of the SE corner of the NE¼ of Section 11, Twp. 14 S.R. 43, E.B.M., and running thence South 18° W. 66 rods; thence West 18° N. 19 rods and 6 feet; thence N. 18° E. 66 rods; thence East 18° S. 19 rods and 6 feet to the place of beginning and containing 8 acres, more or less.

Also 7 shares of stock in the Southfield Ditch and Canal Company being the water right to the above described land.

Also, Commencing at a point 5.40 chains West of the NW corner of Lot 7, Section 7, Twp. 14 S.R. 44 E.B.M., and running thence North 165 rods to center of Paris Creek; thence running down said Creek following its windings to Bloomington Creek; thence following said creek in its windings to a point 10.75 chains North from the SE corner of Lot 8 in J. A. Sutton's Homestead entry; thence West 36 chains; thence South 66 rods; thence West 1 rods to place of beginning, containing 47 acres and 54 square rods of land, be there more or less.

Also, the NW¼NE¼; and NE¼NW¼ of Section 4, Township 14 S.R. 43 E.B.M., containing 80 acres. ALSO:

The S½ NE¼, Section 32, Township 13 S.R. 43 E.B.M., containing 80 acres.

Also, the North 8 rods of Lots 6, 7, 8, 9 and 10 of Block 2, of Paris Townsite Survey, in Bear Lake County, Idaho, in Section 11, Township 14 S.R. 43 E.B.M., and further described as follows: Commencing at the NW corner of Block 2, of Paris Townsite Survey, in Bear Lake County, Idaho, in Section 11, Twp. 14 S.R. 43 E.B.M., and running thence South 8 rods; thence East 40 rods; thence North 8 rods; thence West 40 rods to place of beginning and containing 2 acres more or less.

Also, the E½SE¼, Section 12, Township 14 South, Range 43 E.B.M.

Also, Beginning at a point in the North line of 2nd North Street, Paris City Plat; said point being 1666 feet East of the North and South center line of Section 2, Twp. 14 S.R. 43 E.B.M., and run thence Northerly 186 feet; thence N. 89°34' W. a distance of 322 feet; thence Southerly 186 feet, to a point in the North line of 2nd North Street; thence Easterly along said line 322 feet to point of beginning, containing 1.38 acres, more or less.

Also, Lots 12, 17, and 18 in Section 7, Twp. 14 S.R. 44 E.B.M.

Also, Lots 2, 3 and 4, the SE¼NW¼, E½SW¼, W½SE¼, Section 31, Twp. 13 S., and the Lots 2, 3, 4, and 5 of Section 6 in Twp. 14 S., all in Range 43 E.B.M., and containing 601 and 77/100 acres.

Also, the NE¼; the E½ of the SE¼ of Section 31; the S½ of the SE¼ of Section 30 excepting that portion within the boundaries of the Hammond Creek Reservoir; all in Township 13 South, Range 43 East, Boise Meridian in Idaho.

Together with any and all water or water rights belonging or having been used on said premises herein described.

Together with all and singular the tenements, hereditaments and appurtenances thereof, belong, or in any wise appertaining, and the rents, issues and profits thereof, and also all the estate right, title interest, property, possession, claim and demand whatsoever, as well in law as in equity of the said party of the first part, of, in or to said premises, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever, and said party of the first part, and her heirs, the said premises, in the quiet and peaceable possession of the said party of the second part, his heirs and assigns against the said party of the first part, and her heirs and against any and all person whosoever, lawfully claiming or to claim the same, shall and will warrant any by these present forever defend.

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

Signed, Sealed and Delivered
in the Presence of

Lula Nye

Lula Nye (SEAL)

Helen Lindsay
Adeline E. Tueller
John B. Hoge

UNITED STATES OF AMERICA

STATE OF IDAHO,)
) ss.
County of Bear Lake)

On this 18th day of July in the year of our Lord one thousand nine hundred and fifty-three before me, JOHN B. HOGE, a Notary Public within and for said County and State personally appeared LULA NYE personally known to me to be the person whose name is subscribed to the within instrument, and duly acknowledge to me that she executed the same.

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

(SEAL)

John B. Hoge
Notary Public for Idaho.
Residing at Paris, Idaho.

My Commission Expires:
25 June 1954

Recorded at the request of J. V. Nye; 9:30 A.M.; Dec. 16, 1953; Book 45 of Deeds at page 234.

By Ruby Bolton Deputy

Fee:$6.25

Sam V. Tunks, Recorder.

No. 68527.

WARRANTY DEED

THIS INDENTURE, Made the 18th day of September, in the year of our Lord one thousand nine hundred and fifty-three between WARNER E. WUTHRICH and MARTHA WUTHRICH, husband and wife, of 15534 Romar Street, San Fernando, County of Los Angeles, State of California, parties of the first part, and ROBERT J. WUTHRICH of Georgetown, County of Bear Lake, State of Idaho, party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of ONE DOLLAR AND AS A GIFT, lawful money of the United States of America to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents do GRANT, BARGAIN, SELL, ALIEN, REMISE, RELEASE, CONVEY and CONFIRM unto the said party of the second part, and to his heirs and assigns forever, all that certain piece or parcel of land, situated in the County of Bear Lake, State of Idaho, and known and described as follows, to-wit:

A fraction of Lot 5 in Block 10 of the village of Georgetown, Idaho being further described as follows to-wit:

Beginning at a point on the South boundary line of street running Easterly and Westerly, which said point is 5.56 chains N. 63° 30' E. of a point where said South boundary line of street running Easterly and Westerly intersects the center line of street running Northerly and Southerly and said intersection point is approximately 37 rods South and 32 rods East of the Northwest corner of the Southeast quarter of Section 12, Township 11 South, Range 43 East, Boise Meridian in Idaho; running thence S. 63° 30' W. 40 feet; thence S. 26° 30' E. 100 feet; thence N. 63° 30' E. 40 feet; thence N. 26° 30' W. 100 feet to the place of beginning and containing 4000 square feet, be there more or less.

Together with all and singular the tenements, hereditaments and appurtenances thereof, belonging, or in any wise appertaining, and the rents, issues and profits thereof, and also all the estate right, title, interest, property possession, claim and demand whatsoever, as well in law as in equity of the said parties of the first part, of, in or to said premises, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever, and said parties of the first part, and their heirs, the said premises, in the quiet and peaceable possession of the said party of the second part, his heirs and assigns against the said parties of the first part, and their heirs and against any and all persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

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

Warner E. Wuthrich (SEAL)

Martha Wuthrich (SEAL)

STATE OF IDAHO)
) ss.
County of Bear Lake)

On this 18 day of September in the year of our Lord one thousand nine hundred and fifty-three before me, John B. Hoge, a Notary Public within and for said County and State personally appeared WARNER E. WUTHRICH, personally known to me to be the person whose name is subscribed to the within instrument, and duly acknowledged to me that he executed the same.

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

(SEAL)

John B. Hoge
Notary Public for Idaho,
Residing at Paris, Idaho.

My Commission Expires:
25 June 1954.

Recorded at the request of Robert J. Wuthrich; 11:00 A.M.; Dec. 17, 1953; Book 45 of Deeds at page 237.

By Ruby Bolton Deputy

Fee:$2.00

Sam V. Tunks, Recorder.

No. 68532.

WARRANTY DEED

THIS INDENTURE, Made the 31st day of July, in the year of our Lord one Thousand nine hundred and Fifty One between John B. Hoge and June S. Hoge, his wife; Nadia H. Johnson and J. Dow Johnson, her husband; and Olga H. Klinke and Fred G. Klinke, her husband, of Paris, County of Bear Lake, State of Idaho, the parties of the first part, and J. VIVIAN NYE of Paris, County of Bear Lake, State of Idaho, the party of the second part;

105195

STATE OF IDAHO
County of Bear Lake
Date April 24, 1975
Time 4:45 P.M.
No. Microfilmed
Clerk Betty Wallentine
Jeannine Parker Deft

INDEXED

QUITCLAIM DEED

THIS INDENTURE, made this 10th day of April, 1975, between ANITA EVELYN JACKSON, formerly known as ANITA EVELYN NYE, also formerly known as ANITA NYE, of Paris, Bear Lake County, State of Idaho, the Party of the First Part, and WAYNE H. NYE, of Paris, Bear Lake County, State of Idaho, the Party of the Second Part,

W I T N E S S E T H:

That the Party of the First Part, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, lawful money of the United States of America, to the Party of the First Part in hand paid by the Party of the Second Part, the receipt whereof is hereby acknowledged, does by these presents remise, release and forever QUITCLAIM, unto the said Party of the Second Part, and to his heirs and assigns forever, all the following described real estate, situated in Bear Lake County, State of Idaho, to-wit:

The North 8 rods of Lots 6, 7, 8, 9 and10 of Block 2, Paris Townsite Survey, in Bear Lake County, Idaho, in Sec. II, Twp. 14 S, R. 43 EBM, and further described as follows: Commencing at the NW corner of Block 2, Paris Townsite Survey, in Bear Lake County, Idaho, in Sec. II, Twp. 14 S, R. 43, and running thence South 8 rods; thence East 40 rods; thence North 8 rods; thence West 40 rods to place of beginning, and containing 2 acres, more or less; Together with all water rights thereunto belonging.

ALSO, All of Lot 10, in Block 9 of the Paris Townsite Survey, in Bear Lake County, Idaho, as platted in Plat Book "B" on page 107 of the records of Bear Lake County, Idaho; EXCEPT: Commencing at the NW Corner of said Lot 10 in Block 9 of the Paris Townsite Survey, Bear Lake County, Idaho, and running thence East 3 rods; thence South 11 rods; thence West 3 rods; thence North 11 rods to the place of beginning.

ALSO, Commencing at a point 1484 feet West and 1009 feet South from the NE Corner of the SE Quarter of Sec. 11, Twp. 14 S, R. 43, EBM, running thence West 2388 feet (to the East side of U.S. Highway 89); thence North 443 feet (to the S side of Mutual Creamery Lot); thence East 237 feet; thence North 181.5 feet; thence East 57 feet; thence North 496½ ft; thence W 294 ft; thence N 143½ feet; thence E 2388 ft; (to the W line of J. W. Cook Tract); thence S 1264 ft., to place of beginning; EXCEPT: Commencing at a point which is 1954 ft. W of

a point which is 1009 ft. S and 1484 Ft. W of the NE Corner of the SE Quarter of Sec. 11, Twp. 14 S., Range 43, EBM, and running thence W 434 ft. to East side of U.S. Hwy. 89 (which said point is also designated as a point 64 rods S and 80 rods E of SW Corner of NW Quarter of said Sec. 11); thence N along said Hwy. a distance of 257 feet; thence Easterly along a straight line a distance of 498 ft., more or less, to a point which is 184 ft. N of place of beginning; thence S 184 feet to place of beginning.

ALSO, Block 1 as recorded in Plat "A" of the Paris Townsite as recorded in Bear Lake County, Idaho.

ALSO, Commencing at a point 2220 feet North and 2660 feet West from the Quarter corner to Sections 13 and 14 in Twp.14 S, R. 43, EBM, Idaho; running thence South 330 ft.; thence West 1400 ft; thence N 330 ft; thence E 1400 ft. to the place of beginning.

ALSO, Commencing at a point 78 links S from the NW corner of the SE Quarter of the NW Quarter of Sec. 14, Twp. 14 S R. 43, EBM, Idaho; running thence S 89° 20' E. 20.90 chains; thence S 6.00 chains; thence N 89° 20' W 20.90 chains; thence N 6.00 chains to place of beginning.

ALSO, Commencing at a point 6.78 chains S of NW corner of the SE Quarter of NW Quarter of Sec. 14, Twp. 14 S, R. 43, EBM, Idaho; running thence S 5.15 chains; thence E 6.97 chains; thence S 4.90 chains; thence N 89° E 10.26 chains; thence N 3° 30' E. 4.66 chains; thence E 2.61 chains; thence N 5.00 chains; thence N 89° 20' W 20.90 chains to the place of beginning.

ALSO, commencing at a point 11.93 chains S from the NW corner of the SE Quarter of NW Quarter of Sec. 14, Twp. 14 S, R. 43, EBM, Idaho; running thence E 6.97 chains; thence S 4.90 chains; thence S 89° W. 6.97 chains; thence N 5.00 chains to the place of beginning.

EXCEPT: That portion heretofore conveyed to the State of Idaho for highway right of way as disclosed by that instrument recorded July 29, 1954, No. 69200, Bk 45, Deeds, Pg. 303, Records of Bear Lake County, Idaho.

Together with any and all water and/or water rights thereunto belonging or in any way appertaining, and especially including (but not limited to) 32 shares of the capital stock of the South Field Ditch & Canal Co.

ALSO, Commencing at the SW corner of NW Quarter of Sec. 33, Twp. 13 S, R. 43, EBM, Idaho; running thence N 52 rods; thence E 80 rods; thence S 52 rods; thence W 80 rods to the place of beginning.

ALSO, The West Half of the SW Quarter of Sec. 33, Twp. 13 S, R. 43, EBM, Idaho.

ALSO, the Government Lot 4; the SW Quarter of the NW Quarter; the NW Quarter of the SW Quarter; the NE Quarter of the SW Quarter and the NW Quarter of the SE Quarter; all in Sec. 4, Twp. 14 S, R. 43, EBM, Idaho.

ALSO, Commencing at a point 68 rods and 8 links S. 72° 30' W from the center of Sec. 10, Twp. 14 S, R. 43, EBM, Idaho; running thence S 24 rods and 15 links; thence S 58° E. 27 rods and 16 links; thence S. 22° 45' E. 22 rods; thence W

207 rods and 15 links; thence North 75 rods and 8 links; thence S. 78° 40' E. 82 rods and 3 links; thence S. 65° E. 32 rods; thence N. 86° E. 15 rods; thence N. 76° 20' E. 51 rods and 18 links to place of beginning, containing 68.8 acres of land, more or less.

ALSO, commencing at a point 51 rods and 1½ ft. West of the SE corner of the NE Quarter of Sec. 11, Twp. 14 S., R. 43, EBM, Idaho (Paris Townsite Survey); running thence North 54 rods; thence West 6 rods and 6 ft; thence South 54 rods; thence E 6 rods and 6 ft. to the place of beginning, containing 2 acres and 22 sq. rods.

ALSO, commencing at a point 48 rods and 3½ ft. West of the SE corner of the NE Quarter of Sec. 11, Twp. 14 S, R. 43 EBM, in Idaho; running thence South 18° W. 66 rods; thence West 18° N. 19 rods and 6 ft.; thence N. 18° E. 66 rods; thence E. 18° S. 19 rods and 6 ft. to the place of beginning, and containing 8 acres, more or less.

Together with any and all water and water rights belonging to, or in any wise appertaining, to above described lands.

ALSO, commencing at a point 4.80 chains E. along Sec. line from the NW corner of NE¼ of NE¼, Sec. 12, Twp. 14 S, R. 43, EBM, and running thence E along Sec. line 20 chains; thence S. 5.65 chains; thence West 10 chains; thence S 10 chains; thence W 10 chains; thence N 15.65 chains, to place of beginning, and containing 24 acres and 48 sq. rods of land, be there more or less.

ALSO, commencing at a point 2.15 chains E and 5.15 chains N from Meander Corner to Sec. 1, and 12, Twp. 14 S., R. 43, EBM, and running thence S 5.15 chains; thence E. 20.14 chains; thence N. 1' E. 18.77 chains to center of Paris Creek, thence up said creek following its windings to place of beginning, containing 15 acres, more or less.

ALSO, Commencing at a point 15.65 chains S along 40 acre line and 14.75 chains E from the NW corner of NE Quarter of NE Quarter of Sec. 12, Twp. 14 S., R. 43, EBM, and running thence N 10 chains; thence E 10 chains; thence S 10 chains; thence W 10 chains to place of beginning, containing 10 acres of land, be there more or less.

ALSO, Commencing 14.30 chains North and 5.40 chains West from the SE corner of the NE¼ of Sec. 12, in Twp. 14 S, R. 43, EBM, and running thence West 20 chains; thence North 10.25 chains; thence East 20 chains; thence South 10.25 chains to place of beginning, and containing 20 acres of land, be there more or less.

ALSO, Commencing at a point 5.95 chains W from SE corner of NE¼, Sec. 12, Twp. 14 S., R. 43, EBM, and running thence W 56 rods; thence N 58 rods; thence E 56 rods; thence S 58 rods to place of beginning; containing 20 acres of 48 sq. rods of land, more or less.

ALSO, Commencing at a point 20 chains West from the NE corner of SE¼, Sec. 12, Twp. 14 S., R. 43, EBM, and running thence North 14.05 chains; thence W 5.38 chains; thence S 14 chains; thence E 5.34 chains to place of beginning, containing 7½ acres of land, more or less.
ALSO, 15 shares of Capital Stock of Dry Lake Canal Co.

ALSO, Commencing at a point 5.95 chains W from SE corner of NE¼, Sec. 12, aforesaid, running thence N 58 rods; thence

E. 6.07 rods; thence S 58 rods; thence W. 6.07 rods to place of beginning, containing 2.2 acres, more or less.

ALSO, Commencing at the SE corner of the SW Quarter of NW¼, Sec. 7, Twp. 14 S., R. 44, EBM, running thence W. 97.93 rods; thence N 58 rods; thence E 97.93 rods; thence S 58 rods to place of beginning, containing 35.80 acres of land, more or less.

ALSO, Commencing at a point 25.26 chains N. 89° 27' W. from NE corner of SE¼, Sec. 12, Twp. 14 S, R. 43, EBM, and running thence N. 4 chains and 2 links; thence W 10 chains, more or less, to County Rd., running North and South; thence South along said road 4 chains and 2 links more or less to a point due West of point of beginning; thence E. 10 chains, more or less, to place of beginning and containing 4 acres, more or less.

ALSO, beginning at a point which is 25.26 chains N 89° 27' W and 14.27 chains N, from the NE corner of SE¼, Sec. 12, Twp. 14 S., R. 43, EBM (the same being SE corner of Lot 11,) running thence N 10.25 chains; thence E 9.98 chains to local line); thence N 20.80 chains to center of Paris Creek; thence up the channel of said Creek, following its windings (to a point which is 10.00 chains W and 16.15 chains North of place of beginning); thence S 16.15 chains (to SW corner of Lot 11) thence E 10.00 chains to place of beginning, and containing 43 acres and 57 sq. rods, more or less.

ALSO, commencing at a point 7.50 chains N from SW corner of Lot 6, Sec. 7, Twp. 14 S., R. 44 EBM, running thence N 26.80 chains; thence E about 27.60 chains to Eastern boundary line of Lot 7, thence first in a Southwesterly course and thence in a Southeasterly direction to a point 7.50 chains N. of the Southern boundary line of said Lot 6, and directly East from place of beginning; thence W about 20 chains to place of beginning, containing about 52.44 acres, more or less.

ALSO, commencing at a point 35.26 chains N 89° 27' W and 3.93 chains N from NE corner of SE¼, Sec. 12, running thence N 10.25 chains; thence E 10 chains; thence South 10.25 chains; thence W 10 chains to place of beginning, containing 10.25 acres of land, more or less, all in Twp. 14 S., R. 43, EBM.

ALSO, commencing at a point 5.40 chains W of NE corner of SE¼, NE¼, Sec. 12, Twp. 14 S., R. 43, EBM, running thence S 5.70 chains; thence E 20 chains; thence N 5.70 chains; thence W 20 chains to place of beginning.

ALSO, commencing at a point 5.27 chains E and 18.77 chains N I' E to center of Paris Creek from SW corner of Sec. 6, Twp. 14 S., R. 44 EBM, running thence S I' W. 18.77 chains; thence E 10 chains; thence N 10.16 chains; thence up center of channel of Paris Creek following its meanderings to place of beginning.

ALSO, commencing at a point 24.80 chains E along Sec. line from NW corner of NE¼, NE¼, Sec. 12, Twp. 14 S. R. 43 EBM, running thence E along Sec. line 10 chains; thence S 20 chains; thence W along 40 acre line 20 chains; thence N 4.35 chains; thence E 10 chains; thence N 15.65 chains to place of beginning, containing 55 acres more or less.

ALSO, commencing at a point 7.50 chains N from SW corner of Sec. 12, Twp 14 S. R. 43 EBM, and running thence N 5.80 chains; thence E 1.17 chains; thence N 10.18 chains; thence W 1.17 chains; thence N 9.47 chains; thence S 89' E 10 chains;

thence N 20.43 chains; thence S 89' E 9.67 chains; thence S 45.88 chains; thence W 19.67 chains to place of beginning, containing 68.62 acres of land. EXCEPT: Commencing at a point 19.67 chains E and 20.38 chains N from SW corner of Sec. 12, Twp 14 S, R 43 EBM (said point being in the center of the "Dry Lake Canal"); and running thence S 12.88 chains; thence W 19.67 chains; thence N 5.80 chains; thence E 1.17 chains; thence N 10.18 chains, more or less to the center of said "Dry Lake Canal"; thence down said canal following its windings to place of beginning and containing 26.70 acres of land, more or less.

ALSO, Lot 3, Sec. 7, Twp. 14 S., R. 44, EBM, Idaho, containing 40 acres.

ALSO, commencing at a point from which the meander corner between Sec. 1 and 2, Twp. 14 S, R. 43 EBM, bear N. 48' 25' E 1573 ft; from thence S 722 ft. to center of land; thence S 89' 57' W 660 ft; thence N 59' W 297 ft. to center of Paris Creek, thence meander main channel Paris Cr. to a point which is from point of beginning N 333 ft., W 647.5 ft., and N 302 ft. to center of Creek; thence meander old channel of Creek to point 403 N of point of beginning.

Meander corner referred to is 17 chains E from NE corner of Sec. 12.
Compass variations taken as 18'
Said tract containing approx. 19 acres.

ALSO, commencing at a point 5.65 chains W of NW corner of Lot 7, Sec. 7, Twp. 14 S., R. 44 EBM, running thence S 5.70 chains; thence E about 36 chains to eastern boundary line of said Lot 7; thence running in a Northwesterly direction along the line of said lot to the NE corner of said Lot 7; thence W about 33 chains to place of beginning and containing 19 and 137/160 acres of land, more or less.

ALSO, the following parcel of land; commencing at a point 5.65 chains W of NW corner of Lot 7, run thence S 5.70 chains in Sec. 7, Twp. 14 S., R. 44 EBM, running thence N 66 rods; thence E about 36 chains, more or less to the Eastern boundary line of Lot 8, Sec. 7, in J. A. Sutton's Homestead Entry; thence S about 10.75 chains; thence W 33 chains; containing 38 acres and 112 sq. rods, more or less.

ALSO, commencing at a point 5.40 chains W of NW corner of Lot 7, Sec. 7, Twp. 14 S, R. 44, EBM, running thence N 165 rods to center of Paris Creek; thence running down said creek following its windings to Bloomington Creek; thence following said creek in its windings to a point 10.75 chains N from SE corner of Lot 8 in J. A. Sutton's Homestead Entry; thence W 36 chains; thence S 66 rods; thence W 1 rod to place of beginning, containing 47 acres and 54 sq. rods of land, more or less.

The S½ NE¼, Sec. 32, Twp. 13 S, R. 43 EBM, cont. 80 acres.
ALSO the E½ SE¼, Sec. 12, Twp. 14 S, R. 43 EBM.
ALSO Lots 12, 17 and 18 in Sec. 7, Twp. 14 S, R 44 EBM.

All interest in the following described land:

Lots 2, 3 and 4, SE¼, NW¼, E½, SW¼, W½, SE¼, Sec. 31, Twp. 13 S, and Lots 2, 3, 4 and 5, Sec. 6, Twp. 14 S, R. 43 EBM, cont. 601 and 77/100 acres.

ALSO, NE¼, E½ of SE¼, Sec. 31; the S½ of SE¼, Sec. 30, Excepting that portion within the boundaries of the Hammond Creek Reservoir; all in Twp. 13 S, R. 43, EBM, Idaho.

ALSO, Commencing 5-1/2 rods West of the Northeast Corner of Lot 5, Block 18, Paris Townsite Survey, and running thence West 3-1/2 rods to street; thence South 21 rods; thence East 3-1/2 rods; thence North 21 rods to the place of beginning.

ALSO, commencing at a point 2-1/2 rods East of the Northwest corner of Lot 5, Block 18, Paris Townsite Survey, as originally made 13-1/2 rods West of the present Northwest Corner of said lot, and running thence South 21 rods; thence East 3-3/4 rods; thence North 21 rods; thence West 3-3/4 rods to the place of beginning. Subject to a right of way one rod wide along the North end of said lot.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversions, remainders and rents, issues and profits thereof; and TOGETHER WITH the First Party's interest in two shares of Bear Lake Land and Livestock Company, Inc. stock.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances, unto the said Party of the Second Part, and to Second Party's heirs and assigns forever.

IN WITNESS WHEREOF, the said Party of the First Part has hereunto set her hand and seal the day and year first above written.

Anita Evelyn Jackson

STATE OF IDAHO)
) ss.
County of Bear Lake)

On this 10th day of April, 1975, before me a Notary Public in and for said State, personally appeared ANITA EVELYN JACKSON, formerly known as Anita Evelyn Nye, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

WITNESS my hand and official seal.

Notary Public for Idaho
Residing at Montpelier, Idaho
Comm. Expires: Lifetime

Warranty Deed

109395

THIS INDENTURE, made the 9th day of April, in the year of our Lord, one thousand nine hundred and Sixty Six between J. VIVIAN NYE of Paris, County of Bear Lake, State of Idaho, party of the first part, and WAYNE H. NYE and DON C. NYE of Paris, County of Bear Lake, State of Idaho, the, parties of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Thirty eight thousand DOLLARS, lawful money of the United States of America to him in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents does GRANT, BARGAIN, SELL, ALIEN, REMISE, RELEASE, CONVEY and CONFIRM unto the said parties of the second part, and to their heirs and assigns forever, all that certain piece or parcel of land, situated in the County of Bear Lake, State of Idaho, and known and described as follows, to-wit:

(All of the above described property is the separate property of grantor the same having been acquired by him prior to his present marriage).

Each of said grantees to have an undivided one-half interest in and to the land above described.

Together with all and singular the tenements, hereditaments and appurtenances thereof, belonging, or in any wise appertaining, and the rents, issues and profits thereof, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity of the said party of the first part, of, in or to said premises, and every part and parcel thereof, with the appurtenances.

...line from the ... corner ... Range 43 East, Boise Meridian, ... thence South 5.65 chains; thence; ... thence North 15.65 chains ... rods of land, be there more

Also, Commencing at a point 2.15 chains East and 5.15 chains North from Meander corner of Sections 11 and 12, Township 14 S.R. 43 E. B. M. and running thence South 5.15 chains; thence East 20 chains; thence West 18.57 chains to center of Paris Creek ... said Creek following its windings to place of beginning, containing 15 acres ...

Also, Commencing at a point 15.65 chains South along 40 acre line and 14.75 chains East from the Northwest corner of the Northeast quarter of Northeast quarter of Section 12, Township 14 South, Range 43 East of Boise Meridian, and running thence North 10 chains; thence East 10 chains; thence South 10 chains; thence West 10 chains to place of beginning, containing 10 acres of land be there more or less.

Also, Commencing 2.40 chains North and 5.40 chains West from the SE corner of the NE¼ of Section 12, Tp. 14 South, Range 43 East, Boise Meridian, and running thence West 20 chains; thence North 10.25 chains; thence East 20 chains; thence South 10.25 chains to the place of beginning, and containing 20 acres of land be there more or less, situated and lying in the County of Bear Lake, State of Idaho.

Also, Commencing at a Point 5.95 chains West from the SE corner of the NE¼ of Section 12, Tp. 14 S. R. 43 E. B. M., and running thence West 56 rods; thence North 58 rods; thence East 56 rods; thence South 58 rods to the place of beginning; containing 20 acres of 48 square rods of land, more or less.

Also, Commencing at a point 20 chains West from the NE corner of the SE¼ of Section 12, Tp 14 S.R. 43 E. B. M., and running thence North 14.05 chains; thence West 5.38 chains; thence South ... chains; thence East 5.34 chains to the pace of beginning, containing 7½ acres of land be there more or less.

Also, 15 shares of the Capital stock of the Dry Lake Canal Company.

Also, Commencing at a point 5.95 chains West from the SE corner of the NE¼ of Section 12, aforesaid, running thence North 58 rods; thence East 6.07 rods; thence South 58 rods; thence West 6.07 rods to place of beginning, containing 2.2 acres more or less.

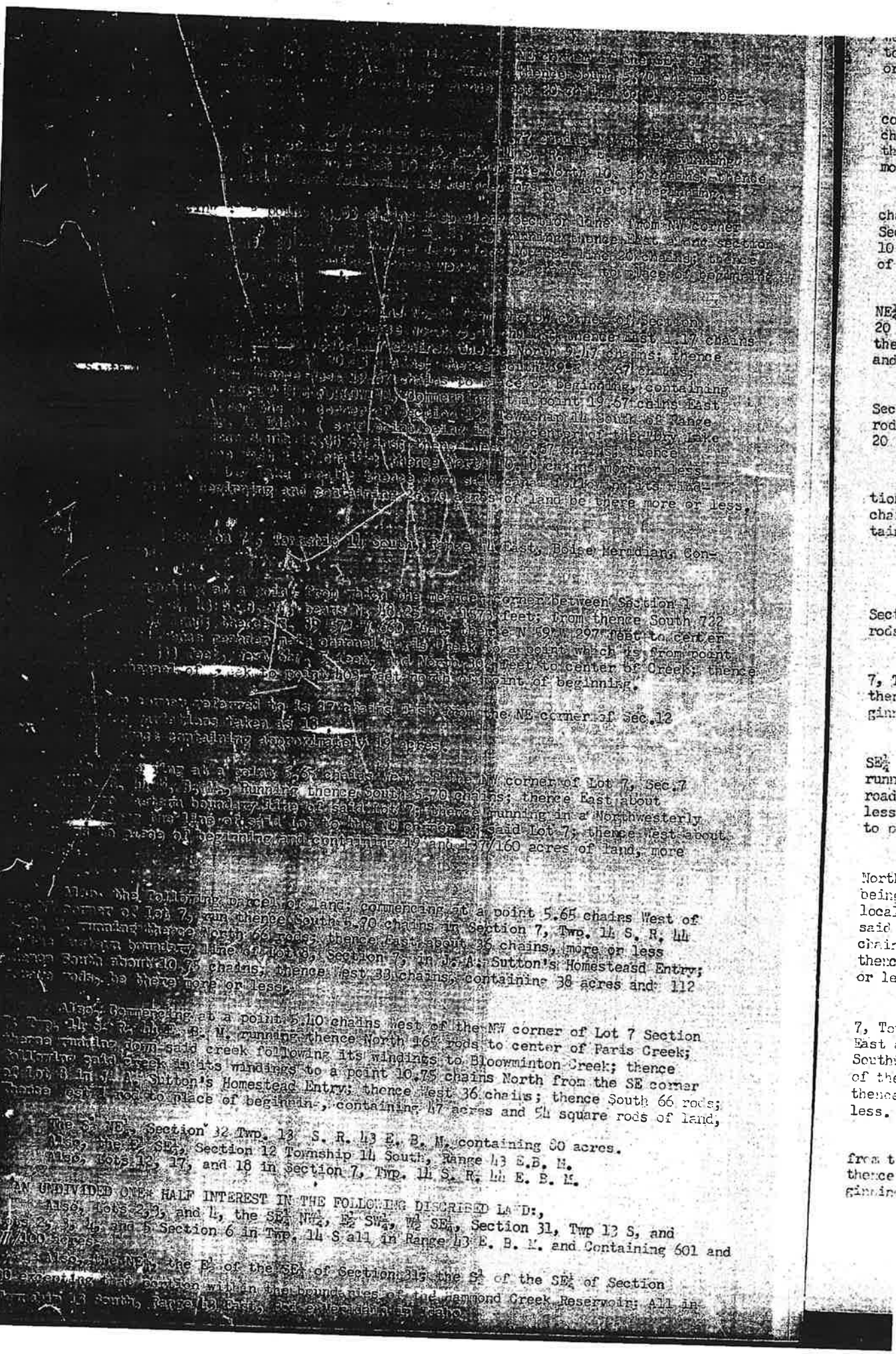
Also, Commencing at the Southeast corner of the Southwest quarter of the NW¼ of Section 7, Tp 14 South, Range 44 East, Boise Meridian, Running thence West 97.93 rods; thence North 58 rods; thence East 97.93 rods; thence South 58 rods to plade of beginning, containing 35.80 acres of land more or less.

Commencing at a point 25.26 chains N. 89 degrees 27' W. from the NE corner of the SE¼ of Section 12, in township 14 South of Range 43 East of the Boise Meridain and running thence N. 4 chains and 2 links; Thence West 10 chains, more or less to County road running North and South; Thence South along said road 4 chains and 2 links more or less to a point due West of point of beginning; Thence East 10 chains more or less to place of beginning and containing 4 acres more or less.

Also, Beginning at a point which is 25.26 chains N 89°27' W and 14. 27 chains North, from the NE corner of the SE¼ of Section 12, Tp 14 S. R. 43 E. B. M., (the Same being SE corner of Lot 11); run thence North 10.25 chains; thence East 9.98 chains to local line); thence North 20.80 chains to center of Paris Creek; thence up the channel of said Creek, following its windings, (to a point which is 10.00 chains West and 16.15 chains North of place of beginning); thence South 16.15 chains, (to S.W corner of Lot 11) thence East 10.00 chains to place of beginning, contining 43 acres and 57 square rods, more or less.

Also, Commencing at a point 7.50 chains North from the SW corner of Lot 6, Section 7, Township 14, S. R. 44 East, Boise Meridian, running thence North 26.80 chains; thence East about 27.60 chains to the Eastern boundary line of lot 7, thence first in a Southwesterly course and thence in a Southearterly direction to a point 7.50 chains north of the Southern boundary line of said Lot 6, and directly East from place of beginning; thence west about 20 chains to place of beginning, containing about 52.44 acres, more or less.

Also, Commencing at a point 35.26 chains North 89°27' W, and 3.90 chains North from the NE corner of the SE¼ of said Section 12, running thence North 10.25 chains; thence East 10 chains; thence South 10.25 chains; thence West 10 chains to place of beginning, containing 10.25 acres of land more or less. all in Twp. 14, S. R. 43 E. B. M.



TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said part ies..... of the second part, and to .....their..... heirs and assigns, forever, and said part .y..... of the first part, and .....his..... heirs, the said premises, in the quiet and peaceable possession of the said part ies..... of the second part, ...their..... heirs, and assigns against the said part y..... of the first part, and ....his..... heirs and against any and all persons whatsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IT WITNESS WHEREOF, The said part y..... of the first part ha.s..... hereunto set ..his..... hand ..... and seal ..... the day and year first above written.

Signed, Sealed and Delivered in the Presence of

..... J. Vivian Nye (SEAL)

..... (SEAL)

United States of America

STATE OF IDAHO
County of Bear Lake } ss.

On this .....9th..... day of .....April..... in the year of our Lord one thousand nine hundred and ..Sixty Six,..... before ..me, ... a Notary Public, within and for said County and State personally appeared .....J. VIVIAN NYE.....

personally known to me to be the person ..... whose name .....is..... subscribed to the within instrument, and duly acknowledged to me that .....he..... executed the same.

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

..... Notary Public for Idaho
Residing at .....

My Commission Expires Oct 14 1966

No. 93345

Warranty Deed

J. Vivian Nye

TO

Wayne H. Nye and Don C. Nye

Dated April 9, 19 66

OFFICE OF COUNTY RECORDER

STATE OF IDAHO (ss.
County of Bear Lake (

I hereby certify that this instrument was filed for record at the request of Caribou Title Company at 40 minutes past 11 o'clock A m. this 30th day of August A. D., 19 66 in my office and duly recorded in Book Microfilmed Deeds at page --.

Betty Wallentine
County Recorder.

Fee - $ 5.00 Deputy.

Presented to and platted by me this ... day of ..., 19 ...

Assessor.

109471
STATE OF IDAHO
County of Bear Lake
Date September 9, 1976
Time 9:45 A.M.
No. Microfilmed
Betty Wallentine
Jeanne Parker Dep

ARDEE HELM, Jr.
Attorney at Law
1020 Washington
Montpelier, Idaho 83254
Telephone: 847-0805

DISTRICT COURT
SIXTH JUDICIAL DISTRICT
BEAR LAKE COUNTY, IDAHO

SEP 3 1976

Filed 11:00 o'clock A.M. No. 2880
Betty Wallentine Clerk
By Jeanne Bolton Deputy

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BEAR LAKE

DON C. NYE and WAYNE H. NYE,

Plaintiffs,

vs.

CHRISTOF VATERLAUS, JAMES B. INNES, ANNIE BUDGE, SUSAN CATHERINE HERZOG NEIBOUR, WILLIAM B. HOGE, GEORGE A. HOGE, EZRA J. HOGE, JOHN A. SUTTON, AND ALL THEIR HEIRS, AND ALSO ALL OTHER PERSONS UNKNOWN CLAIMING ANY RIGHT, TITLE, ESTATE, LIEN OR INTEREST IN THE REAL PROPERTY DESCRIBED IN PLAINTIFFS' COMPLAINT ADVERSE TO PLAINTIFFS' OWNERSHIP, OR ANY CLOUD UPON PLAINTIFFS' TITLE THERETO,

Defendants.

Case No. 2880

DECREE QUIETING TITLE

The above entitled action came on regularly for hearing on the 3rd day of September, 1976, before the Court sitting without a jury; ARDEE HELM, Jr. appearing as attorney for the plaintiffs, plaintiff WAYNE H. NYE also appearing in person for the plaintiffs; the defendants having failed to appear in any manner and the default of the defendants having been entered upon their failure to plead or enter an appearance, and after having been duly served with process of this Court, the summons for publication having been published once a week for four consecutive weeks in a newspaper of local circulation, and evidence, both oral and documentary, having been introduced on the part of the plaintiffs, and the Court having heard the evidence and having fully considered the matter and having made its findings of facts and its conclusions of law,

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the plaintiffs above named have been the owners

976

during all times mentioned herein, and now are the owners of and entitled to all that certain real estate situated in Bear Lake County, Idaho, referred to and described in plaintiffs' Complaint herein, and described hereinafter.

That the claims of the defendants named in this action, and each and all of them are without any right whatsoever, and that the said defendants have no right, title, interest, claim or estate in and to or upon said real estate, described hereinafter, or any part thereof.

Said defendants above named and all persons claiming under them are hereby enjoined and debarred from claiming or asserting any right, title or estate, interest or any claim or any lien upon said real estate, described hereinafter, or any part thereof.

That the said real estate described in plaintiffs' Complaint, which plaintiffs are the owners of and entitled to, and to which the title is hereby qpieted is situated in Bear Lake County, Idaho, and described as, to-wit:

Township 14 South, Range 44, East of the Boise Meridian:

Section 7: Lots 1, 2, 3, 6, 7, and 8;
EXCEPT THEREFROM the South 495 feet of Lot 6.

ALSO, a tract of land located in Sections 1 and 12, Twp. 14 S., Range 43, EBM, and in Section 6, Twp 14 S, R. 44, EBM, more particularly described as follows:

Beginning at the meander corner of Sections 1 and 12, township and range aforesaid, and running thence South 2640 feet, more or less, to the Southeast Corner of SW¼NE¼ of Section 12; thence West 1012.44 feet; thence North 935.88 ft., more or less, to the NW Corner of Lot 8, Plat Book B at Page 76; thence North 89° 57' West 660 ft; thence North 59° West 297 ft., more or less, to center of Paris Creek; thence following the meanderings of Paris Creek in a Northerly and Easterly direction through said Sections 12 and 1 and Section 6, Twp. and Range aforesaid, to its intersection with Bloomington Creek; thence down said Bloomington Creek to its intersection with the South line of said Section 6; thence West along the South line of Section 6 and Section 1, to the meander corner of Sections 1 and 12, the point of beginning.

Section 12: ~~E½E½~~; ALSO, Beginning at a point ~~1549.68~~ ft. North and ~~77.22~~ feet East of the SW Corner of said Section 12, Twp. 14 S., R. 45, EBM, and running thence West ~~77.22~~ feet; thence North 625.02 feet; thence South 89° East ~~660~~ feet:

thence North 1348.38 feet; thence South 89° East 638.22 feet; thence South 2178 feet, more or less, to the center of Dry Lake Canal; thence down said canal following its windings, to the point of beginning.

DATED this 3rd day of September, 1976.

Francis J. Rasmussen
District Judge

BOUNDARY LINE AGREEMENT AND CONVEYANCE

THIS AGREEMENT, made this 16th day of September, 19 81, by and between EVAN H. POPE and DOTTY JO POPE, husband and wife; WAYNE H. NYE and GAIL S. NYE, husband and wife; and DON C. NYE and NORMA A. NYE, husband and wife, and the UNITED STATES OF AMERICA, acting by and through the U. S. Fish and Wildlife Service, Department of the Interior, for the purpose of establishing a common boundary line between their respective properties,

WITNESSETH:

WHEREAS the above-named parties are the owners of parcels of land in Section 6 of T. 14 S., R. 44 E., Boise Meridian, which parcels have common boundaries as shown on "Exhibit B" attached hereto; and

WHEREAS, the true boundary line between the properties is uncertain because of past property descriptions and changes in certain water courses referred to in the descriptions; and

WHEREAS the parties hereto have agreed to establish common boundaries between their respective properties that are capable of being surveyed and monumented.

NOW THEREFORE, the above-named parties, for and in consideration of the mutual benefits to be derived therefrom, do hereby agree as follows:

1. That the common boundary between said properties henceforth be as described in "Exhibit A", attached hereto and by this reference made a part hereof.

2. That the boundary line as above described shall henceforth be the boundary line between the respective properties; and

3. That to accomplish the purpose of this agreement each party does hereby remise, release, and forever quitclaim to the other parties, their heirs executors, and assigns all of his right, title, and interest in and to the property of the others as described and being within the above-described boundary line.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed the day and year first above written.

Evan H. Pope
Evan H. Pope

Dotty Jo Pope
Dotty Jo Pope

Wayne H. Nye
Wayne H. Nye

Gail S. Nye
Gail S. Nye

Don C. Nye
Don C. Nye

Norma A. Nye
Norma A. Nye

U. S. FISH AND WILDLIFE SERVICE

by: [illegible] Bales [illegible] W. DeHate
Regional Director

ACKNOWLEDGMENT

STATE OF Wyoming)
) ss
County of Lincoln)

On this 16 day of September in the year 19 81, before me, the undersigned, a notary public in and for the county and state aforesaid personally appeared Evan H. Pope and Dotty Jo Pope, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same.

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

Linda L. Ferguson
Notary Public

My commission expires:
May 26, 1985

ACKNOWLEDGMENT

STATE OF Idaho)
) ss
County of Bear Lake)

On this 18 day of September in the year 19 81, before me, the undersigned, a notary public in and for the county and state aforesaid personally appeared Wayne H. Nye and Gail S. Nye, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same.

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

Lorna L. Humphreys
Notary Public

My commission expires:
[illegible]

ACKNOWLEDGMENT

STATE OF Idaho)
) ss
County of Bear Lake)

On this 21st day of September in the year 1981, before me, the undersigned, a notary public in and for the county and state aforesaid personally appeared Don C. Nye and Norma Nye, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same.

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

Elaine W. Webb
Notary Public

My Commission expires:
Lifetime

ACKNOWLEDGMENT

STATE OF Oregon)
) ss
County of Multnomah)

On this 24th day of September in the year 1981 before me personally appeared Lawrence K. DiBates Acting Regional Director, U. S. Fish and Wildlife Service known to me to be the person described in and who executed the foregoing instrument and acknowledged to me he executed the same as his free act and deed.

Mary H. Spence
Notary Public in and for the State of Oregon residing at Portland, Oregon

My commission expires: 2/24/81

Boundary Line Agreement
and Conveyance
Bear Lake NWR (17)
Page 2 of 5 pages

EXHIBIT A

ALL BEARINGS ARE BASED ON THE TRUE MERIDIAN.

T. 14 S., R. 44 E., BOISE MERIDIAN
A TRACT OF LAND BEING A PART OF THE SOUTH 1/2 OF SECTION 6, ABOVE SAID TOWNSHIP AND RANGE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF BLOOMINGTON CREEK FROM WHICH SAID POINT OF BEGINNING, THE GOVERNMENT MEANDER LINE ANGLE POINT 2, SAID SECTION 6 BEARS,

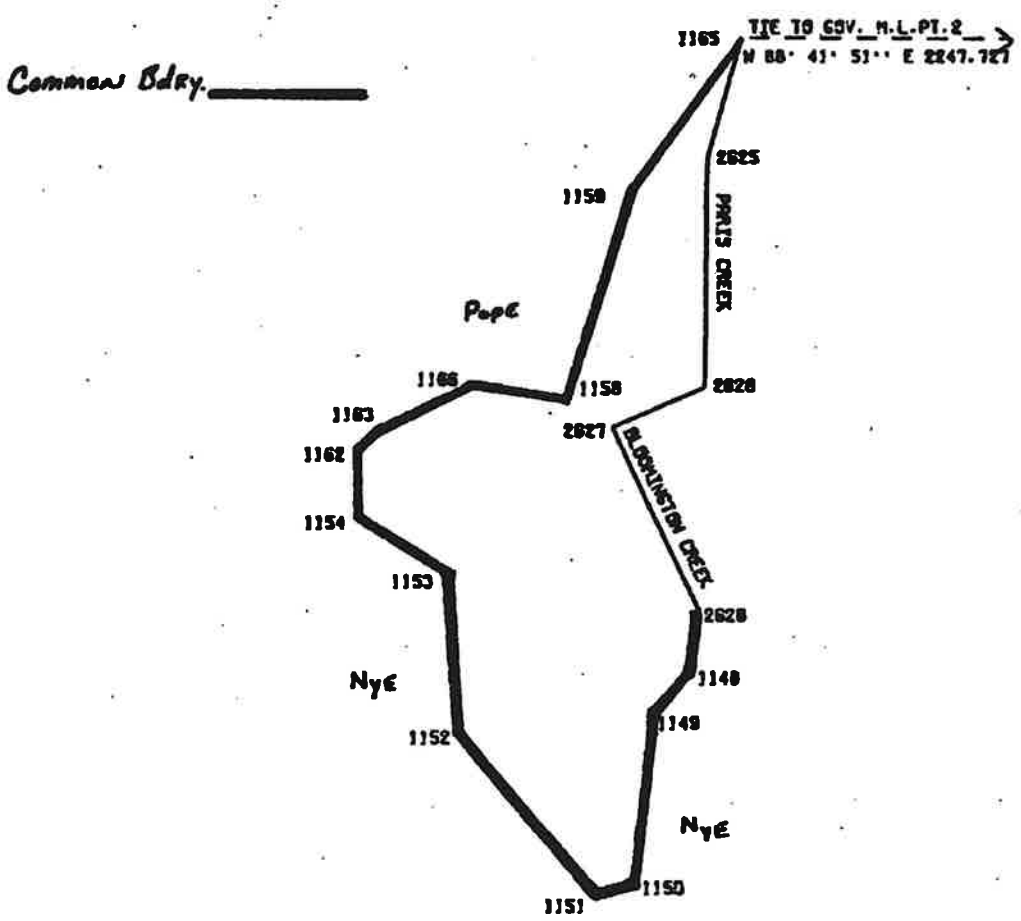
NORTH 76°58'08" EAST 2348.060 FEET DISTANT

THENCE, FROM SAID POINT OF BEGINNING,

	SOUTH 08°28'51" WEST	50.417 FEET,
	SOUTH 43°30'33" WEST	46.683 FEET,
	SOUTH 06°43'11" WEST	145.769 FEET,
	SOUTH 75°25'12" WEST	36.097 FEET,
	NORTH 40°24'37" WEST	179.006 FEET,
	NORTH 02°46'23" WEST	133.038 FEET,
	NORTH 58°01'58" WEST	89.551 FEET,
	NORTH 01°22'39" WEST	54.904 FEET,
	NORTH 48°41'40" EAST	28.632 FEET,
	NORTH 65°21'55" EAST	88.618 FEET,
	SOUTH 80°30'42" EAST	80.467 FEET,
	NORTH 16°57'15" EAST	179.959 FEET
AND	NORTH 37°01'58" EAST	162.515 FEET

TO A POINT ON THE CENTERLINE OF PARIS CREEK.

EXHIBIT "B"



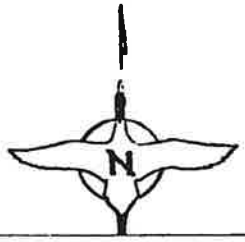
COR.	BEARING	DISTANCE
TR178		
1165		
2025	S 18° 20' 44" W	107.153
2026	S 1° 8' 42" W	189.450
2027	S 67° 32' 39" W	85.682
2028	S 25° 21' 12" E	169.734
1148	S 8° 28' 51" W	50.417
1149	S 43° 30' 33" W	46.683
1150	S 6° 43' 11" W	145.769
1151	S 75° 25' 12" W	36.097
1152	N 40° 24' 37" W	179.006
1153	N 2° 48' 23" W	133.038
1154	N 58° 1' 58" W	89.551
1162	N 1° 22' 39" W	54.904
1163	N 48° 41' 40" E	28.632
1166	N 65° 21' 55" E	88.618
1158	S 80° 30' 42" E	80.487
1159	N 16° 57' 15" E	179.959
1165	N 37° 1' 58" E	162.515

AREAS

TR178 2.12 ACRES

TOTAL AREA 2.12 ACRES

THIS MAP WAS COMPILED FROM OFFICIAL PLATS OF THE BUREAU OF LAND MANAGEMENT, PRIVATE SURVEYS RECORDED AND UNRECORDED, FIELD SURVEYS MADE MAY 1981, BY THE FISH AND WILDLIFE SERVICE AND OFFICIAL RECORDS IN THE FILES THEREOF.



Bk 42 Pg 165

No. 60930.

WARRANTY DEED

THIS INDENTURE, Made the 26th day of January, in the year of our Lord one thousand nine hundred and '47 between Louis W. Budge & Portia S. Budge, his wife, Wilford W. Budge & Ada F. Budge his wife; Newell R. Budge & Vera B. Budge his wife; Taft P. Budge & Jean P. Budge his wife, formerly of and of PARIS, County of Bear Lake, State of Idaho, parties of the first part, and CYRIL S. BUDGE, of Paris, County of Bear Lake State of Idaho, Party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of TEN DOLLARS and other valuable considerations, lawful money of the United States of America to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents do GRANT, BARGAIN, SELL, ALIEN, REMISE, RELEASE, CONVEY, and CONFIRM unto the said party of the second part, and to his heirs and assigns forever, all that certain piece or parcel of land, situated in the County of Bear Lake, State of Idaho, and known and described as follows to-wit:

ALL OF THEIR UNDIVIDED FOUR-FIFTHS INTEREST IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

Commencing at a point 5.50 chains S. 51° 40' E. from the Southwest Corner of SE¼ of Section 1, Township 14 South, Range 43 East, Boise Meridian; running thence N. 3°25' West 22.60 chains, more or less, to center of Paris-Dingle Road; thence easterly along center of said road 20.70 chains; thence northerly along center of said road to a point 255 feet east and 5 rods north of SW Cor. SE¼ of NE¼ said Sec. 1, thence N. 84° 35' E. along center of said road to Outlet Bridge; thence following channel of Lake Outlet in a general southeasterly, southerly and southwesterly direction, to its jundtion with Paris Creek, thence in a general westerly direction up the center of channal of Paris Creek, to place of beginning.

Also, Beginning at a point in center of Paris-Dingle Road, 255 feet east and 5 rods north of SW cor. SE¼ of NE¼ of Sec. 1, Twp. 14 S. R. 43 E.B.M., thence N. 84° E. along center of said Road to Outlet Bridge; thence in a northeasterly direction along center of said road; to West line of NE¼ Sec. 6, Twp. 14 S. R. 44 E. B. M., and West line of U. P. & L. Co's., Canal right-of-way property; thence north 4° 28' W. along said right of way line, approximately 130 chains, to north line of SE¼ of SW¼ Sec. 30, Tp. 13 S. R. 44 E.B.M., thence West on said line, to NW corner Lot 4, said Sec. 30, thence South 80 rods to SE Cor. Sec. 25, Twp. 13 S. R. 43 E. B. M., thence West 160 rods more or less, to NW Cor. Lot 8, Sec. 36, same Twp. and Range; thence South 160 rods more or less, to center said Sec. 36; thence East 17.25 chs, more or less, to a point 22.75 chains W. of NE Cor. SE¼ said Sec. 36; thence South 14 chs. 2-7/15 links; thence East 16.29 chs; thence S. 2°15' E. 20.31 chains; thence West to E. line of Lot 5, said Sec. 36; thence South on said line and into Sec. 1, Twp. 14 S. R. 43 E.B.M., approximately 160 rods, more or less, to a point which is 780 ft. N. of SW Cor. of SE¼ of NE¼ said Sec. 1, thence East 438 ft. and South 780 ft. to place of beginning.

Together with all and singular the tenaments, hereditaments and appurtenances thereof, belonging, or in anywise appertaining, and the rents, issues and profits thereof, and also all the estate right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity of the said parties of the first part, of, in or to said premises, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever, and said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said party of the second part, his heirs, and assigns against the said parties of the first part, and their heirs and against any and all persons whosoever, claiming or to claim the same, shall and will warrant and by these presents forever defend.

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

Signed, Sealed and Delivered
in the Presence of
Darrell Crawford

Louis W. Budge
Portia S. Budge
Wilford W. Budge
Ada F. Budge
Newell R. Budge
Vera B. Budge
Taft P. Budge
Jean P. Budge

UNITED STATES OF AMERICA

STATE OF IDAHO)
)ss.
County of Bear Lake)

On this 8th day of May in the year of our Lord one thousand nine hundred and forty-eight before W. Smith Hoge, a Notary Public, duly commissioned, within and for said County and State personally appeared Wilford W. Budge, Ada F. Budge, Taft P. Budge and Jean P. Budge, personally known to me to be four of the persons whose names are subscribed to the within instrument, and duly acknowledged to me that they freely executed the same.

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

(SEAL)
My Commission expires:
November 22nd 1951.

W. Smith Hoge
Notary Public for Idaho,
Residing at Paris, therein.

STATE OF UTAH,)
COUNTY OF WEBER)ss.

On this 21 day of May, 1948, before Darrell Crawford a Notary Public, duly commissioned, within and for said County and State, personally appeared Louis W. Budge, Portia S. Budge, Newell R. Budge and Vera B. Budge, personally known to me to be four of the persons whose names are subscribed to the within instrument, and duly acknowledged to me that they freely executed the same.

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

(SEAL)

Darrell Crawford
Notary Public for Utah,
Residing at Ogden, therein.

My Commission expires:
Feb. 26, 1950.

Recorded at the request of Cyril S. Budge; 3:55 P.M.; May 28, 1948; Book 42 of Deeds at page 165.

By Ruby Bretton Deputy

Fee: $1.50

Sam V. Tunks, Recorder.

No. 60936. IN THE PROBATE COURT OF BEAR LAKE COUNTY STATE OF IDAHO.

IN THE MATTER OF THE ESTATE
of
EARL JENSEN,
Deceased.

ORDER CONFIRMING SALE OF REAL ESTATE.

Eugene P. Shepherd, the administrator of the estate of Earl Jensen, deceased, having made to this court and filed in the office of the clerk thereof on the 15th day of May, 1948, a return and account of sale made by him as such administrator of the following described real estate belonging to said estate, to-wit:

An undivided one-third interest in and to the following described land in Bear Lake County, Idaho, to-wit:

Beginning at a point 999 feet North from the SW Corner of the NE¼ of Section 28, Township 12 South, Range 44 East of the Boise Meridian, and running thence North 337 feet; Thence East 2631 feet; Thence South 337 feet; Thence West 2631 feet to place of beginning and containing 20 and 1/3 acres of land, more or less. Together with 8 shares of water stock in the Montpelier Irrigation Company.

And it appearing to the court that the sale of said real estate was made by said administrator on the 6th day of May 1948, and it further appearing that due and legal notice of the hearing of said return and account of sale has been given as required by law and the order of this court, and the court having examined the said return and heard the testimony of witnesses in support thereof and it duly appearing to the court, that prior to said sale, and in accordance with law, said administrator caused notice of the time and place of holding said sale to be posted up in Three of the most public places in Bear Lake County, Idaho, wherein said land is situated, and to be published in the "News-Examiner" a weekly newspaper printed and published in said county of Bear Lake, state of Idaho, for two weeks successively next before the day on or after which said sale was to take place, in which notices the property to be sold was described with common certainty.

And it further appearing that said real estate was offered for sale at private sale, said administrator having deemed if for the best interest of said estate and those interested therein that the same be sold at private sale. That the said interest of said estate in said land was advertised to be sold to the highest bidder on or after the 3rd day of May, 1948; That the the 6th day of May, 1948, said administrator sold the said interest of said estate in said land to Abe Van Orman for the sum of $750.00, he being the highest and best bidder therefor and that being the highest and best sum bid. That ten per cent of the purchase price accompanied the said bid, the balance thereof to be paid upon such sale being confirmed by this court.

And it appearing that the said sum bid for said estate's interest in said land is more than 90% of the appraised value thereof, and it further appearing that said sale was legally made and fairly conducted. That the sum bid for the said interest of said estate in said land is not disproportionate to the value thereof, and that a sum exceeding the price for which said real estate was sold, by at least ten per cent, exclusive of the expenses of a new sale, cannot be obtained.

And it further appearing that the property so sold has been appraised within one year of the time of making said sale;

And it further appearing that it is necessary and for the best interest of said estate and those interested therein that the said interest of said estate in said land be sold for the following reasons:

That the heirs of said estate consist of the widow of deceased, namely, Henrietta Jensen, and a daughter of deceased, namely, DeEtte Jensen Mapes, both of whom are now residing outside of the state of Idaho, to-wit in the state of Oregon, and due to the fact that they live a great distance from said land it is impossible for them to farm or operate same to advantage; And further more that it is impossible to make an equitable division of said land among said two heirs for the reason that the estate's interest in said land in an undivided one-third interest, other parties owning the other two-thrids interest, and that if said land was divided among the various parties interested therein each would receive a small portion thereof not sufficient in size to justify the time and attention of farming and operating same, said land being valuable only for farming purposes.

Now, Therefore, the Court being fully advised in the premises;

IT IS ORDERED, ADJUDGED AND DECREED, That said sale be, and the same is hereby confirmed and declared valid, and the proper and legal conveyance of all of the interest of said estate in and to said land to said purchaser is hereby directed to be executed by said Administrator upon said administrator receiving from said purchaser the said balance of the purchase price therefor.

Done in open court this 29th day of May, 1948.

(SEAL)

William B. Hoge
Probate Judge of Bear Lake
County, Idaho.

WARRANTY DEED

For Value Received GLADYS MUMFORD the grantor, does hereby grant, bargain, sell and convey unto LAURA M. H. WILLIAMS, formerly LAURA W. HARRISON the grantee, the following described premises, to-wit:

The Northeast quarter of the Southeast quarter of Section 32, Township 13 South, Range 46 East of the Boise Meridian.

$.55 cancelled documentary stamp affixed.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, her heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that she is the owner in fee simple of said premises; that said premises are free from all incumbrances and that she will warrant and defend the same from all lawful claims whatsoever.

Dated 11 August 1964.

Gladys Mumford

STATE OF UTAH

COUNTY OF Cache

On this 11th day of August, 1964, before me, a notary public in and for said State, personally appeared Gladys Mumford known to me to be the person who name subscribed to the within instrument, and acknowledged to me that she executed the same.

(SEAL)

Helen C. Lamb
Notary Public
Residing at Hyde Park, Utah
Comm. Expires 5 June 1965

Recorded at the request of Mrs. A.L. Williams; 11:05 A.M.; August 13, 1964; Book 50 of Deeds at page 123.
By _____ Deputy
Fee $.90

Amos B. Hulme, Recorder

50-123

No. 85386 IN THE PROBATE COURT OF THE COUNTY OF BEAR LAKE, STATE OF IDAHO

IN THE MATTER OF THE ESTATE OF:

CYRIL SPENCER BUDGE,

Deceased.

ORDER APPROVING FIRST AND FINAL ACCOUNT AND DECREE OF DISTRIBUTION

This matter coming on for hearing upon the petition of Glen P. Ward, Administrator of the Estate of Cyril Spencer Budge, deceased, for approval of the First and Final Account and for an Order of Distribution, and it appearing to the Court that an amended inventory and Appraisement has been filed herein, notice to creditors had, and decree of due notice to creditors having been issued, and that there is no inheritance tax due the State of Idaho or the United States of America; and

IT FURTHER APPEARING To the Court that said estate is ready for closing and that the whole of said estate was and is the community property of said decedent and said Moselle M. Budge, the surviving spouse; and

IT FURTHER APPEARING To the Court that the costs of administration have been paid and the estate is ready for closing and

IT FURTHER APPEARING To the Court that the surviving spouse, Moselle M. Budge, is entitled to the whole of said estate;

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the First and Final Account of said Administrator be, and the same is, hereby approved; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the whole of said estate, and all thereof, together with any hereinafter discovered property, be, and the same is, hereby distributed to Moselle M. Budge, the surviving spouse of said decedent, said property being fully set forth in the attached schedule, marked Exhibit "A".

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all property hereinafter discovered, be, and the same is, hereby distributed to Moselle M. Budge as the surviving spouse of said decedent.

DATED this 13th day of August, 1964.

E. Woodruff Stucki
E. WOODRUFF STUCKI, Probate Judge
Bear Lake County, Idaho

(SEAL)

STATE OF IDAHO)
)ss
COUNTY OF BEAR LAKE)

I hereby certify that the foregoing instrument is a true and correct copy of the original, filed in this office.
Aug. 13th 1964
Dated Aug. 13th 1964

E. Woodruff Stucki
Probate Judge and Ex-Officio Clerk

INVENTORY & APPRAISEMENT

	VALUE
[illegible] HAY:	$ 5,000.00
[illegible] (approximately 1000 @ $5.00 a ton)	150.00
[illegible] head of horses @ $50.00 each	3,695.46
[illegible] head of steers	156.65
One cow and two calves	5,120.00
[illegible] head of cattle under 1½ years @ $80.00 a head	8,060.00
[illegible] head of cattle over 1½ years @ $130.00 a head	900.00
[illegible] C tractors (International) @ $300.00 each	75.00
[illegible]ree International Tractor mowers @ $25.00 each	200.00
One International Tractor	250.00
2 V.A.C Case tractors @ $125 each	25.00
1 6" Deming water pump	50.00
1 8" Fairbanks Morse pump	400.00
Two 821 21 ft. hay rakes	50.00
Two C International plows @ $25 each	10.00
1 set of 6 ft. discs	30.00
1 8 ft. grain drill	15.00
1 9 ft. springtooth Harrow	50.00
1 Miskin scraper	150.00
3 Lundhall wagons @ $50 each	950.00
1 1960 ½ ton pickup GMC	25.00
1 1942 GMC pickup truck	481.75
24,705 lbs. of feed barley	50.00
Small tools and wrenches	300.00
Household Furniture	38,000.00
Savings Account - Walker Bank & Trust, Logan, Utah	19,726.72
Life Insurance Policy - Penn Mutual Insurance	400.00
Check from Nate N-One Ranch	155.40
Farm Gas Tax refund - State of Idaho	3,495.00
Idaho Bank & Trust Company - 60 shares @ $58.25 each	

REAL ESTATE:

Parcel 1--Grazing and farm (1019 acres) described as follows: 100,000.00

Section 1: Commencing at a point 5.50 chains South 81° 40' East from the Southwest corner of Southeast quarter of Section 1, thence North 3° 25' West 22.60 chains, more or less, to the center of Paris-Dingle road; thence Easterly along center of said road 20.70 chains; thence Northerly along center of said road to a point 255 feet East and 5 rods North of Southwest corner of Southeast quarter of the Northeast quarter of said Section 1; thence North 84° 30' East along center of said road to Outlet Bridge; thence following channel of lake outlet in a general Southeasterly, southerly and southwesterly direction to Jesse P. Rich property line and junction with Paris Creek; thence in a general westerly direction up the center of channel of Paris Creek to place of beginning.

ALSO - Beginning at a point in center of Paris-Dingle Road, 255 feet East and 5 rods North of Southwest corner of SE¼NE¼ Section 1, thence North 84° 00' East along center of said road to Outlet Bridge; thence in a Northeasterly direction along center of said road to approximately the West line of the Northeast quarter of Section 6, Township 14 South, Range 44 East, B.M.; and the West line of Utah Power and Light Companys Canal right-of-way property; thence North 4° 28' West along said right of way line approximately 130.00 chains, to North line of SE¼SW¼ Section 30, Township 13 South, Range 44 East, B.M.; thence West on said line to Northwest corner of Lot 4, said Section 30; thence South 80 rods to Southeast corner of Section 25, Township 13 South, Range 43 East, B.M.; thence West 160 rods, more or less, to Northwest corner of Lot 8, Section 36, Township 13 South, Range 43 East, B.M.; thence South 160 rods, more or less, to center of said Section 36; thence East 17.25 chains, more or less, to a point 22.75 chains West of Northeast corner of SE¼ of said Section 36; thence South 14.02-7/15 chains; thence East 16.29 chains; thence South 2° 15' East 20.31 chains; thence West to East line of Lot 5, Section 36; thence South on said line and into Section 1, Township 14 South, Range 43 East, B.M., approximately 160 rods, more or less, to a point which is 780 feet North of Southwest corner of SE¼NE¼ of said Section 1; thence East 438 feet; thence Southerly 780 feet to point of beginning.

Parcel 2--Home place - described as follows: 6,000.00

Section 3: Lot Thirteen, Bear Lake County Plat Book "B", page 49 and described as: Commencing at a point 4.00 chains and 2.00 chains and 50 links South 1° 30' East from Southeast of the Northeast Quarter of Section 3, Township 14 South, Range 43 East, B.M.; thence South 1° 30' East 5.00 chains; thence South 89° 45' West 10.25 chains; thence North 1° 30' West 5.00 chains; thence North 89° 45' East 10.25 chains to place of beginning.

ALSO - Lot Fourteen, Bear Lake County Plat Book "B" Page 49, and described as: Commencing at a point 4.00 chains West and 7.50 chains South 1° 30' East from Southeast corner of the Northeast quarter of Section 3, Township 14 South, Range 43 East, B.M.; thence South 1° 30' East 5.00 chains; thence South 89° 45' West 10.25 chains; thence North 1° 30' West 5.00 chains; thence North 89° 45' East 10.25 chains to place of beginning.

CRIPTION VALUE

ALSO - Lot Fifteen, Bear Lake County Plat Book "B", page 48 and described as: Commencing at a point 6.00 chains West and 12.50 chains South 1°30' East from the Southeast corner of the Northeast quarter of Section 3, Township 14 South, Range 43 East, B.M.; thence South 5.00 chains; thence West 4.00 chains; thence North 5.00 chains; thence East 4.00 chains to place of beginning. EXCEPT - Commencing at a point 4.00 chains West and 12.50 chains South 1°30' East from the Southeast corner of the NE¼ of Section 3; thence South 20 rods; thence West 8 rods; thence North 20 rods; thence East 8 rods to place of beginning.

TOTAL VALUE OF ESTATE ---------- $193,970.98

ONE-HALF THE VALUE OF ESTATE, INASMUCH AS THIS IS COMMUNITY PROPERTY--- $ 96,985.49

Recorded at the request of R.M. Whittier; 3:45 P.M.; August 13, 1964;
Book 50 of Deeds at page 123.
By Ruth Nye Deputy
Fee: $4.20 Amos B. Hulme, Recorder

No. 85390

WARRANTY DEED

THIS INDENTURE, made this day of August, in the year of our Lord, One Thousand Nine Hundred and Sixty Four, between MOSELLE M. RUGGE, a widow, of Paris, County of Bear Lake, State of Idaho, the party of the first part, and W. RULON WHITE, of Ogden, County of Weber, State of Utah, the party of the second part:

WITNESSETH: That the said party of the first part, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS, lawful money of the United States of America, to her in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, she does by these presents, Grant, Bargain, Sell and Convey and Confirm unto said party of the second part, and to his heirs and assigns forever, All that certain lot, piece or parcel of land situate, lying and being in the County of Bear Lake, State of Idaho, bounded and more particularly described as follows, to-wit:

A PARCEL OF LAND IN:
Section 36, Township 13 South, Range 43 East, Boise Meridian.

Section 1 and Section 12, Township 14 South, Range 43 East, Boise Meridian.

Section 30 and Section 31, Township 13 South, Range 44 East, Boise Meridian.

Section 6, Township 14 South, Range 44 East, Boise Meridian

AND MORE FULLY DESCRIBED AS:

Commencing at a point 5.50 chains South 51° 40' East from the Southwest corner of Southeast quarter of Section 1, T 14 South, R 43 East, Boise Meridian, thence North 3° 25' West 22.60 chains, more or less, to the center of Paris-Dingle road; thence Easterly along center of said road 20.70 chains; thence Northerly along center of said road to a point 255 feet East and 5 rods North of Southwest corner of Southeast quarter of the Northeast quarter of said Section 1; thence North 84° 35' East along center of said road to Cutlet bridge; thence following channel of lake outlet in a general Southeasterly, southerly and southwesterly direction to Jesse P. Rich property line and junction with Paris Creek; thence in a general westerly direction up the center of channel of Paris Creek; to place of beginning.

ALSO-Beginning at a point in center of Paris-Dingle Road, 255 feet East and 5 rods North of Southwest corner of SE¼NE¼ Section 1, thence North 84° 00' East along center of said road to Cutlet Bridge; thence in a Northeasterly direction along center of said road to approximately the West line of the Northeast quarter of Section 6, Township 14 South, Range 44 East, Boise Meridian; and the West line of the Utah Power and Light Company's right-of-way property; thence North 4° 29' West along said right of way line approximately 130.00 chains, to North line of SE¼SW¼ Section 30, Township 13 South, Range 44 East, Boise Meridian; thence West on said line to Northwest corner of Lot 4, said Section 30; thence South 80 rods to Southeast corner of Section 25, Township 13 South, Range 43 East, Boise Meridian; thence West 160 rods, more or less, to Northwest corner of Lot 8, Section 36, Township 13 South, Range 43 East, Boise Meridian; thence South 160 rods, more or less, to center of said Section 36; thence East 17.25 chains, more or less, to a point 22.75 chains West of Northeast corner of SE¼ of said Section 36; thence South 14.07-7/15 chains; thence East 16.29 chains; thence South 2° 15' East 20.31 chains; thence West to East line of Lot 5, Section 36, thence South on said line and into Section 1, Township 14 South, Range 43 East, Boise Meridian; approximately 160 rods, more or less, to a point which is 780 feet North of Southwest corner of SE¼NE¼ of said Section 1; thence East 438 feet; thence Southerly 780 feet to point of beginning.

Subject to public road right of way.

$102.30 cancelled documentary stamps affixed.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the said party of the second part, and to his heirs and assigns forever and the said party of the first part, and her heirs and assigns, warrant the said premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns against the said party of the first part, and her heirs and assigns, and against all and every person or persons whomsoever, lawfully

VALUE

...Lot Fifteen, Bear Lake County Plat Book "B", page 48 and des-
...as: Commencing at a point 6.00 chains West and 12.50 chains
...1°30' East from the Southeast corner of the Northeast Quarter
...Section 3, Township 14 South, Range 43 East, B.M.; thence South
5.00 chains; thence West 4.00 chains; thence North 5.00 chains;
thence East 4.00 chains to place of beginning. EXCEPT - Commencing
at a point 4.00 chains West and 12.50 chains South 1°30' East from
the Southeast corner of the NE¼ of Section 3; thence South 20 rods;
thence West 8 rods; thence North 20 rods; thence East 8 rods to
place of beginning.

TOTAL VALUE OF ESTATE ---------- $193,970.98

ONE-HALF THE VALUE OF ESTATE, INASMUCH AS THIS IS COMMUNITY PROPERTY--- $ 96,985.49

...ecorded at the request of R.M. Whittier; 3:45 P.M.; August 13, 1964;
...ook 50 of Deeds at page 123.
...Deputy
Ames B. Hulme, Recorder
...ee $4.20.

50-125

No. 85390

WARRANTY DEED

THIS INDENTURE, made this day of August, in the year of our Lord, One Thousand Nine Hundred and Sixty Four, between MCSELLE M. RUDGE, a widow, of Paris, County of Bear Lake, State of Idaho, the party of the first part, and W. RULON WHITE, of Ogden, County of Weber, State of Utah, the party of the second part:

WITNESSETH: That the said party of the first part, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS, lawful money of the United States of America, to her in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, she does by these presents, Grant, Bargain, Sell and Convey and Confirm unto said party of the second part, and to his heirs and assigns forever: All that certain lot, piece or parcel of land situate, lying and being in the County of Bear Lake, State of Idaho, bounded and more particularly described as follows, to-wit:

A PARCEL OF LAND IN:
Section 36, Township 13 South, Range 43 East, Boise Meridian.

Section 1 and Section 12, Township 14 South, Range 43 East, Boise Meridian.

Section 30 and Section 31, Township 13 South, Range 44 East, Boise Meridian.

Section 6, Township 14 South, Range 44 East, Boise Meridian

AND MORE FULLY DESCRIBED AS:

Commencing at a point 5.50 chains South 51° 40' East from the Southwest corner of Southeast quarter of Section 1, T 14 South, R 43 East, Boise Meridian, thence North 3° 25' West 22.60 chains, more or less, to the center of Paris-Dingle road; thence Easterly along center of said road 20.70 chains; thence Northerly along center of said road to a point 255 feet East and 5 rods North of Southwest corner of Southeast quarter of the Northeast quarter of said Section 1; thence North 84° 35' East along center of said road to Outlet bridge; thence following channel of lake outlet in a general Southeasterly, southerly and southwesterly direction to Jesse P. Rich property line and junction with Paris Creek; thence in a general westerly direction up the center of channel of Paris Creek; to place of beginning.

ALSO-Beginning at a point in center of Paris-Dingle Road, 255 feet East and 5 rods North of Southwest corner of SE¼NE¼ Section 1, thence North 84° 00' East along center of said road to Outlet Bridge; thence in a Northeasterly direction along center of said road to approximately the West line of the Northeast quarter of Section 6, Township 14 South, Range 44 East, Boise Meridian; and the West line of the Utah Power and Light Company's right-of-way property; thence North 4° 28' West along said right of way line approximately 130.00 chains, to North line of SE¼SW¼ Section 30, Township 13 South, Range 44 East, Boise Meridian; thence West on said line to Northwest corner of Lot 4, said Section 30; thence South 80 rods to Southeast corner of Section 25, Township 13 South, Range 43 East, Boise Meridian; thence West 160 rods, more or less, to Northwest corner of Lot 8, Section 36, Township 13 South, Range 43 East, Boise Meridian; thence South 160 rods, more or less, to center of said Section 36; thence East 17.25 chains, more or less, to a point 22.75 chains West of Northeast corner of SE¼ of said Section 36; thence South 14.02-7/15 chains; thence East 16.29 chains; thence South 2° 15' East 20.31 chains; thence West to East line of Lot 5, Section 36, thence South on said line and into Section 1, Township 14 South, Range 43 East, Boise Meridian; approximately 160 rods, more or less, to a point which is 780 feet North of Southwest corner of SE¼NE¼ of said Section 1; thence East 438 feet; thence Southerly 780 feet to point of beginning.

Subject to public road right of way.

$102.30 cancelled documentary stamps affixed.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the said party of the second part, and to his heirs and assigns forever and the said party of the first part, and her heirs and assigns, warrant the said premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns against the said party of the first part, and her heirs and assigns, and against all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

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

Signed, Sealed and Delivered in the Presence of: Moselle M. Budge (SEAL)

R. M. Whittier

STATE OF IDAHO)
: ss.
COUNTY OF BANNOCK)

On this 29th day of July, 1964, before me, a Notary Public in and for said County and State, personally appeared Moselle M. Budge, a widow, 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.

(SEAL)

R. M. Whittier
Notary Public for Idaho
Residing at Pocatello, Idaho

Recorded at the request of James P. Tasso; 3:15 P.M.; August 14, 1964;
Book 50 of Deeds at page 125.
By _____ Deputy
Fee:$3.00

Amos B. Hulme, Recorder

No. 85400

WARRANTY DEED

FOR VALUE RECEIVED, CAROLINE S. RICH, of Salt Lake City, Salt Lake County, State of Utah; KENNETH C. RICH, of the City of Magna, Salt Lake County, State of Utah; and DESSIE R. NIELSON, of Salt Lake City, Salt Lake County, State of Utah, the Grantors, do hereby grant, bargain, sell and convey unto IVAN H. BECK and FERN S. BECK, husband and wife, of the City of Paris, County of Bear Lake, State of Idaho, the Grantees, an undivided one-fourth interest in and to the following described premises situated in the County of Bear Lake, State of Idaho, to-wit:

Lots 4, 5, 6, 17 and 18 of Block 10, of the Paris Townsite Survey, Bear Lake County, State of Idaho, excepting therefrom a strip of land one rod in width on the West side of Lots 6 and 17, of Block 10, as aforesaid, and excepting from Lot 17 of Block 10 the following: Commencing at the Northwest Corner of said Lot 17 of Block 10, and running thence East five rods; thence South ten rods; thence West five rods; and thence North ten rods to the place of beginning.
$.55 cancelled documentary stamp affixed.

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

Dated this 11th day of March, 1964.

Caroline S. Rich

Kenneth C. Rich

Dessie R. Nielson

STATE OF UTAH,)
) ss.
County of Salt Lake.)

On this 11th day of March, 1964, before me, a Notary Public in and for said State, personally appeared Caroline S. Rich, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

WITNESS My hand and official seal.

(SEAL)

J. D. Workman
NOTARY PUBLIC for Utah
Residing at Salt Lake City, Utah
My Comm. expires: 3-13-64

STATE OF UTAH,)
) ss.
County of)

On this 11th day of March, 1964, before me, a Notary Public in and for said state, personally appeared Kenneth C. Rich, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

WITNESS My hand and official seal.

(SEAL)

Keith Sizemore
NOTARY PUBLIC for Utah
Residing at Magna, Utah
My Comm. expires: 10-31-67

STATE OF UTAH,)
)ss.
County of Salt Lake.)

On this 11th day of March, 1964, before me, a Notary Public in and for said State, personally appeared Dessie R. Nielson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

WITNESS My hand and official seal.

(SEAL)

J. D. Workman

800

105920

STATE OF IDAHO
County of Bear Lake
Date August 13, 1975
Time 1:45 P.M.
No. Microfilmed
Clerk Betty Wallentine
Jeannine Parker Dep
INDEXED

CORRECTED QUIT CLAIM DEED

THIS INDENTURE, Made this 12th day of July, 1975 between W. Rulon White and Reva L. White, formerly husband and wife, of Ogden, Weber Conty, Utah, the parties of the first part, and Paris Creek Livestock Company, an Idaho corporation, of Paris, Bear Lake County, Idaho, hereinafter called party of the second part, -

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of TEN DOLLARS and for purposes of correcting title, the receipt and sufficiency of which is hereby acknowledged, do by these presents demise, release and forever Quit Claim unto the said party of the second part, and to its successors and assigns, all that certain property situated in Bear Lake County, Idaho, more particularly described as follows, to-wit:

Township 13 South, Range 43 East of the Boise Meridian:

Section 36: Lots 5, 6, 7 and 8, E½E½,
EXCEPT THEREFROM the following described tract:
Beginning at a point 1320 feet West from the Southeast corner of said Section 36, and running
thence West 1841.4 feet, more or less, to the West line of Lot 5;
thence North 16°30' East along the West line of Lot 5 452.76 feet;
thence South 89° East 1716 feet;
thence South 444.18 feet,
to the point of beginning.

Township 13 South, Range 44 East of the Boise Meridian:

Section 17: S½NW¼, SW¼, SW¼SE¼.
Section 18: SE¼NE¼, NE¼SW¼, NW¼SE¼, E½SE¼,
EXCEPT THEREFROM the following described tract conveyed to Telluride Power Company:
Beginning at a point in the South line of NE¼SW¼ of said Section 18, 861.9 feet North 88°30' West of the Southeast corner of said NE¼SW¼;
thence North 49°00' West 168 feet;
thence North 4°28' West 593.13 feet to a point of curve;
thence on a 2°12'45" curve to the right for a distance of 417.4 feet;
thence North 4°46' East 206.6 feet, more or less, to the North line of SW¼ of said Section 18;
thence North 88°30' West along the North line of the SW¼ of said Section 18, 302.2 feet to the Northwest corner of the NE¼SW¼ of said Section 18;
thence South along the West line of said NE¼SW¼ 1320 feet to the Southwest corner thereof;
thence South 88°30' East along the South line of said NE¼SW¼ 458.1 feet,
to the point of beginning.
Section 19: Beginning at the corner common to Sections 17, 18, 19, and 20, and running
thence North 89°50' West 2630.1 feet;
thence South 660 feet;
thence North 88°08' East 2635.38 feet;
thence North 523.38 feet, more or less,
to the point of beginning.
EXCEPT THEREFROM the following tract conveyed to Utah Sugar Company, described as follows: Beginning at the Northwest corner of the NE¼ of Section 19, and running

thence South 88°50' East 715 feet;
thence South 2°10' West 3220.5 feet;
thence North 89°30' West 305 feet;
thence North 2°10' East 2570 feet;
thence North 88°07' West 374 feet;
thence North 660 feet,
to the point of beginning.

Section 20: Beginning at a point 1193.94 feet South 89°49' East from the Northwest corner of said Section 20, and running
thence North 88°49' West 1193.94 feet;
thence South along West side of quarter section 523.38 feet;
thence North 89° East 1003.2 feet to center of Bear River;
thence down the center of said Bear River,
to the point of beginning.
ALSO, Beginning at a point 341.22 feet South from the Northeast corner of the NW¼ of said Section 20, and running
thence North 341.22 feet;
thence North 88°49' West 1445.4 feet to the center of West Fork or channel of Bear River;
thence up the center of the channel of said Bear River in a Southerly and Easterly direction,
to the point of beginning.
ALSO, Beginning at the Northwest corner of the NE¼ of said Section 20, and running
thence South 353.1 feet to the center of the West Fork of Bear River or Slough;
thence following the meanderings of said Fork or Slough, a distance of 657.36 feet to what is known as the old "Ford" and more fully described as follows, to-wit:
From the above corner in center of "Fork" and running
thence South 83°25' East 422.4 feet;
thence South 13°50' West 240.9 feet to said old Ford;
thence North 56°30' East 1072.5 feet to Section line between Sections 20 and 17;
thence North 88°25' West along Section line 1254 feet,
to the point of beginning.

Section 30: Lot 4, ALSO, Beginning at the Southeast corner of said Lot 4, which corner is South 88°35' East 1716 feet from the Southwest corner of said Section 30; and running
thence North along the East boundary line of said Lot 4, 1320 feet, to the Northeast corner of said Lot 4;
thence South 88°35' East 408.9 feet;
thence South 4°28' East 1326.6 feet to South line of Section 30;
thence North 88°35' West 512 feet,
to the point of beginning.

Section 31: Lots 1, 2, 3, and 4, ALSO, Beginning at the Southeast corner of Lot 4, Section 31, which point is 1732.5 feet East of the Southwest corner of said Section 31, and running
thence East along the South line of Section 31, 945.3 feet, more or less, to the West line of the Utah Power & Light Company right of way;
thence North 4°28' West along said right of way to the North line of said Section 31;
thence West along the North line of Section 31 to the Northeast corner of Lot 1 of Section 31;
thence South along the East line of Lots 1, 2, 3, and 4, 5280 feet,
to the point of beginning.

Township 14 South, Range 43 East of the Boise Meridian:

Section 1: Lot 10, SE¼NE¼,
ALSO, All that portion of Lot 6 lying North of Paris Creek;
ALSO, Beginning at the Northeast corner of the SE¼ of said Section 1, and running
thence South 1320 feet;
thence West 2640 feet;
thence North 106.26 feet to center of Paris-Dingle Road;
thence along the center of said road East 1543.74 feet;
thence North to a point due West of the point of beginning;
thence East 1096.26 feet,
to the point of beginning.
ALSO, Lot 1 as platted in Plat Book B on page 78, more particularly described as follows:
Beginning at a point 264 feet North 89°52' West from the meander corner of Sections 1 and 12, township and range aforesaid, and running
thence North 89°52' West 742.5 feet;
thence North 1320 feet;
thence East 266.64 feet;
thence South 32° East 1270.5 feet to the center of Paris Creek;
thence up said Paris Creek following the center of the channel, to the point of beginning.
EXCEPT THEREFROM, Beginning at the Southwest corner of the SE¼NE¼ of said Section 1, and running
thence North 780 feet; thence East 438 feet;
thence South 780 feet; thence West 438 feet,
to the point of beginning.

Section 12: Lot 19, Plat Book B at page 76, more particularly described as follows: Beginning at a point 264 feet West from the meander corner of Sections 1 and 12, and running
thence West 742.5 feet;
thence South 117.48 feet to the center of Paris Creek;
thence down the center of said Paris Creek, following its windings, to the point of beginning.

Township 14 South, Range 44 East of the Boise Meridian:

Section 6: Lot 4, and all that portion of Lot 5 lying North of the Paris-Dingle Road;
ALSO, Beginning at the Northeast corner of Lot 4 of said Section 6, which corner is South 88°45' East 1732.5 feet from the Northwest corner of said Section 6, and running
thence South along the East line of Lots 4 and 5, 2186.2 feet, to the North line of the Paris-Dingle Road;
thence North 76°08' East along the North line of said Road 1126 feet;
thence North 4°28' West along the Utah Power & Light Company's right of way line 1901.6 feet, more or less, to the North line of said Section 6;
thence North 88°45' West along said North line of Section 6, 945.3 feet,
to the point of beginning.
ALSO, Beginning at the Northwest corner of Lot 6 of Section 6, and running
thence North along the West line of said Section 6 to the South line of the Paris-Dingle Road;
thence North 76°08' East along the South line of said Road to Outlet Bridge;
thence following the channel of Lake Outlet in a general Southeasterly, Southerly and Southwesterly direction to Jesse P. Rich property line and junction with Paris Creek;
thence in a general Westerly direction up the center of the said Paris Creek, to the West line of said Section 6;
thence North along the West line of said Section 6,
to the point of beginning.

EXCEPT THEREFROM any portion of the above described premises lying within the right of way of the County Roads.

This deed is given for the purpose of correcting the description contained in Warranty Deed executed by W. Rulon White and Reva L.White, husband and wife, to Indian Springs Land and Livestock Company, a corporation, dated March 4, 1965, recorded August 26, 1964, in Book 50 of Deeds at page 134, under recorder's instrument No. 85440, records of Bear Lake County, Idaho. The party of the second part herein is successor to the party of the second part in the aforementioned deed.

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reverions, remainder and remainders, rents, issues and profits thereof.

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

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands, the day and year in this instrument first above written.

W. Rulon White
W. RULON WHITE

Reva L White
REVA L. WHITE

STATE OF UTAH)
: ss.
County of Weber)

On this 29 day of July, 1975, before me, the undersigned, a Notary Public in and for said County and State, personally appeared W. Rulon White and Reva L. White, formerly husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Lawrence M Howard Jr
NOTARY PUBLIC for the State of Utah.
Residing at Ogden Utah.
My commission expires: Jan. 20, 1977

108328

STATE OF IDAHO
County of Bear Lake
Date May 3, 1976
Time 4:25 P.M.
No. Microfilmed
Clerk Betty Wallentine
Jeannine Parker
Deputy

INDEXED

WARRANTY DEED

THIS INDENTURE, Made this 27th day of April, in the year of our Lord, One Thousand Nine Hundred and Seventy-six, between PARIS CREEK LIVESTOCK COMPANY, INC., an Idaho corporation, with its principal place of business being in Paris, County of Bear Lake, State of Idaho, the party of the first part, and EVAN H. POPE, of Cokeville , County of Lincoln , State of Wyoming the party of the second part:

WITNESSETH: That the said party of the first part, for and in consideration of the sum of TEN AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged do by these presents, Grant, Bargain, Sell and Convey and Confirm unto said party of the second part, and to his heirs and assigns forever: All that certain lot, piece or parcel of land situate, lying and being in the County of Bear Lake, State of Idaho, bounded and more particularly described as follows, to-wit:

Bear Lake County, Idaho; Township 13 South, Range 43 East of the Boise Meridian; SECTION 36: Lots 5, 6, 7 and 8, E½E½ EXCEPT THEREFROM the following described tract:

Beginning at a point 1320 feet West from the Southeast corner of said Section 36, and running thence West 1841.4 feet, more or less, to the West line of Lot 5; thence North 16°30' East along the West line of Lot 5 452.76 feet; thence South 89° East 1716 feet; thence South 444.18 feet, to the point of beginning.

Township 13, South Range 44 East of the Boise Meridian: SECTION 17: S½NW¼, SW¼, SW¼SE¼. SECTION 18: SE¼NE¼, NE¼SW¼, NW¼SE¼, E½SE¼. EXCEPT THEREFROM the following described tract conveyed to Telluride Power Company: Beginning at a point in the South line of NE¼SW¼ of said Section 18, 861.9 feet North 88°30' West of the Southeast corner of said NE¼SW¼: thence North 49°00' West 168 feet; thence North 4°28' West 593.13 feet to a point of curve; thence on a 2°12'45" curve to the right for a distance of 417.4 feet; thence North 4°46' East 206.6 feet, more or less, to the North line of SW¼ of said Section 18; thence North 88°30' West along the North line of the SW¼ of said

Section 18, 302.2 feet to the Northwest corner of the NE¼SW¼ of said Section 18; thence South along the West line of said NE¼SW¼ 1320 feet to the Southwest corner thereof; thence South 88°30' East along the South line of said NE¼SW¼ 458.1 feet, to the point of beginning.

SECTION 19: Beginning at the corner common to Sections 17, 18, 19 and 20, and running thence North 89°50' West 2630.1 feet; thence South 660 feet; thence North 88°08' East 2635.38 feet; thence North 523.38 feet, to the point of beginning. EXCEPT THEREFROM the following tract conveyed to Utah Sugar Company, described as follows: Beginning at the Northwest corner of the NE¼ of Section 19, and running thence South 88°50' East 715 feet; thence South 2°10' West 3220.5 feet; thence North 89°30' West 305 feet; thence North 2°10'; East 2570 feet; thence North 88°07' West 374 feet; thence North 660 feet, to the point of beginning.

SECTION 20: Beginning at a point 1193.94 feet South 89° 49' East from the Northwest corner of said Section 20, and running thence North 88°49' West 1193.94 feet; thence South along West side of quarter section 523.38 feet; thence North 89° East 1003.2 feet to center of Bear River; thence down the center of said Bear River, to the point of beginning. ALSO, Beginning at a point 341.22 feet South from the Northeast corner of the NW¼ of said Section 20, and running thence North 341.22 feet; thence North 88°49' West 1445.4 feet to the center of West Fork or channel of Bear River; thence up the center of the channel of said Bear River in a Southerly and Easterly direction, to the point of beginning. ALSO, Beginning at the Northwest corner of the NE¼ of said Section 20, and running thence South 353.1 feet to the center of the West Fork of Bear River or Slough; thence following the meanderings of said Fork or Slough, a distance of 657.36 feet to what is known as the old "Ford" and more fully described as follows, to-wit: From the above corner in center of "Fork" and running thence South 83°25' East 422.4 feet; thence South 13°50' West 240.9 feet to said old ford; thence North 56°30' East 1072.5 feet to Section line between Sections 20 and 17; thence North 88°25' West along Section line 1254 feet, to the point of beginning.

SECTION 30: Lot 4, ALSO, Beginning at the Southeast corner of said Lot 4, which corner is South 88°35' East 1716 feet from the Southwest corner of said Section 30; and running thence North along the East boundary line of said Lot 4, 1320 feet, to the Northeast corner of said Lot 4; thence South 88°35' East 408.9 feet; thence South 4°28' East 1326.6 feet to South line of Section 30; thence North 88° 35' West 512 feet, to the point of beginning.

SECTION 31: Lots 1, 2, 3, and 4, ALSO, beginning at the Southeast corner of Lot 4, Section 31, which point is 1732.5 feet East of the Southwest corner of said Section 31, and running thence East along the South line of Section 31, 945.3 feet, more or less, to the West line of the Utah Power & Light Company right of way; thence North 4°28' West along said right of way to the North line of said Section 31; thence West along the North line of Section 31 to the Northeast corner of Lot 1 of Section 31; thence South along the East line of Lots 1, 2, 3, and 4, 5280 feet, to the point of beginning.

Township 14 South, Range 43 East of the Boise Meridian: SECTION 1: Lot 10, SE¼NE¼, ALSO All that portion of Lot 6 lying North of Paris Creek; ALSO, Beginning at the Northeast corner of the SE¼ of said Section 1, and running thence South 1320 feet; thence West 2640 feet; thence North 106.26 feet to center of Paris-Dingle Road; thence along the center of said road East 1543.74 feet; thence North to a point due West of the point of beginning; thence East 1096.26 feet, to the point of beginning. ALSO, Lot 1 as platted in Plat Book B on page 78, more particularly described as follows:

Beginning at a point 264 feet North 89°52' West from the meander corner of Sections 1 and 12, township and range aforesaid, and running thence North 89°52' West 742.5 feet; thence North 1320 feet; thence East 266.64 feet; thence South 32° East 1270.5 feet to the center of Paris Creek; thence up said Paris Creek following the center of the channel, to the point of beginning. EXCEPT THEREFROM, Beginning at the Southwest corner of the SE¼NE¼ of said Section 1, and running thence North 780 feet; thence East 438 feet; thence South 780 feet; thence West 438 feet, to the point of beginning.

SECTION 12: Lot 19, Plat Book B at page 76, more particularly described as follows: Beginning at a point 264 feet West from the meander corner of Sections 1 and 12, and running thence West 742.5 feet; thence South 117.48 feet to the center of Paris Creek; thence down the center of said Paris Creek, following its windings, to the point of beginning.

Township 14 South, Range 44 East of the Boise Meridian: SECTION 6: Lot 4, and all that portion of Lot 5 lying North of the Paris-Dingle Road; ALSO, Beginning at the Northeast corner of Lot 4 of said Section 6, which corner is South 88°45' East 1732.5 feet from the Northwest corner of said Section 6, and running thence South along the East line of Lots 4 and 5, 2186.2 feet, to the North line of the Paris-Dingle Road; thence North 76°08' East along the North line of said Road 1126 feet; thence North 4°28' West along the Utah Power & Light Company's right of way line 1901.6 feet, more or less, to the North line of said Section 6; thence North 88°45' West along said North line of Section 6, 945.3 feet to the point of beginning. ALSO, Beginning at the Northwest corner of Lot 6 of Section 6, and running thence North along the West line of said Section 6 to the South line of the Paris-Dingle Road; thence North 76°08' East along the South line of said Road to Outlet Bridge; thence following the channel of Lake Outlet in a general Southeasterly, Southerly and Southwesterly direction to Jesse P. Rich property line and junction with Paris Creek; thence in a general Westerly direction up the center of the said Paris Creek, to the West line of said Section 6; thence North along the West line of said Section 6, to the point of beginning.

EXCEPT THEREFROM any portion of the above described premises lying within the right of way of the County Roads.

6. Reservations contained in Deed executed by Utah Power & Light Company, a corporation, to Ezra Budge and Ada Budge, husband and wife, dated November 28, 1917, recorded January 10, 1918, in Book 24 of Deeds at page 31, under recorder's instrument No. 15245, records of Bear Lake County, Idaho as follows:

"...2. Right to establish gates in any and all fences existing or to exist upon, around, on, over or through said premises, and when so established second parties shall thereafter maintain same at their own cost and expense. 3. Right to establish, construct and maintain foot-paths, roads and other travel-ways on, through, over and across said premises and any and every part thereof. 4. Right to go upon, over, through and across said premises, and any and every part thereof, at will, by its offic rs, agents, contractors and employees and with teams, horses, wagons, automobiles, trucks and/or any other conveyance or conveyances and/or means of transportation. 5. Right to establish, construct, build, operate and maintain on, over, through and across said premises and any and every part thereof, and at will to abandon and remove from said premises and/or any part thereof, telephone pole lines and electric transmission tower and/or pole lines, so often and as it may desire, and underground and surface and other cables or conduits of whatsoever kind, and also surface and subterranean water conduits, ditches, canals, drains or other water-collecting, diverting, impounding, carrying, discharging and/or utilizing works, improvements or devices and appurtenances of whatsoever kind. 6. Right to establish and fix in or to the ground, and maintain so long as it will, on or within said premises, wire or other guys, "dead men". foundations of whatsoever kind, fences, enclosures and buildings of whatsoever kind, and any and every kind of thing or material or temporary or permanent fixture first party, it successors or assigns, may deem advisable in carrying on its business or any part thereof, - together with appurtenances of whatsoever kind: and no matter the kind, description or nature or improvement or improvements made on said premises by first party, its successors or assigns, such first party, it successors and assigns, shall ever have the right at will to remove same therefrom. 7. Right to enlarge, improve, clean-out, dredge, repair, extend and maintain as it will any, every and/or all its works, improvements and/or property of whatsoever kind, and appurtenances, located in said Bear Lake County and in so doing to utilize, if it so desires, said premises hereby conveyed, and any or every part thereof, and all other premises and property by it owned in the vicinity thereof, as it may elect and in whatsoever method or manner it may from time to time desire, without notice to second parties or any person claiming or to claim under or through them or either of them. 8. Right to open at will any fence now or hereafter established on said premises or any part thereof, and to destroy such fence or fences, if it becomes necessary in its judgment so to do, in the operation, enlargement, extension or maintenance of its works, properties or improvements, or any one or more of same, situate in said Bear Lake County; provided, however, that should the opening or destruction of said fence or any part thereof become necessary solely for the purpose of construction work or a mere temporary use which the Company desires to make of the property hereby conveyed or other poperty adjacent thereto, then such fence shall be replaced or rebuilt at the cost and expense of first party, its successors and assigns."

Said reservations affects property in Sections 30 and 31, Township 13 South, Range 44 East of the Boise Meridian, and in Section 6, Township 14 South, Range 44 East of the Boise Meridian.

7. Pole Line Easement executed by Indian Springs Land and Livestock Company, an Idaho corporation, to Utah Power & Light Company, a corporation, dated April 19, 1965, recorded September 24, 1965, in Book 12 of Miscellaneous Records at page 103, under recorder's instrument No. 86897, records of Bear Lake County, Idaho. Said easement affects Lot 7, Section 1; and Lot 6, Section 6, and includes the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement.

8. Right of Way Easement granted by Paris Creek Livestock Company, Inc., an Idaho corporation, to Pacific Power Company a corporation, dated November 13, 1974, recorded November 14, 1974, under recorder's instrument No. 104056, in the microfilm records of Bear Lake County, Idaho. Said easement affects the SE¼NE¼ of Section 18; S½NW¼, NE¼SW¼ of Section 17, and includes the following provisions: "...the right to place all or any part of such lines underground; the right to install and maintain guys and anchors outside said right of way; the right to clear said right of way and keep the same clear of brush, trees, timber and structures; the present and future right to clear and cut away all trees outside of said right of way which might endanger said transmission lines; the right to construct, reconstruct, operate, maintain, replace, enlarge, repair and remove any of said facilities; the right in the future to construct, reconstruct, operate, maintain and remove additional lines, wires and all necessary or desirable poles, structures and appurtenances thereto; and the right of ingress and egress routes over grantor's adjacent lands to be agreed by the parties thereto.

At no time shall any flammable material or any building or any kind be placed or erected within the boundaries of said right of way, nor shall any equipment or material of any kind that exceeds 20 feet in height be placed or used thereon by Grantor or by Grantor's heirs, successors or assigns.

9. Right, title and interest William West and Ann West, husband and wife, former owners in the chain of title from whom we find no conveyance of record as to the following described tract of land, to-wit:

Beginning at a point 6.46 chains North from the Southeast corner of Section 36, Township 13 South, Range 43 East of the Boise Meridian, and running thence West 1.96 chains; thence North 2°15' West 20.31 chains; thence East to section line; thence South on said Section line, to the point of beginning. ALSO Beginning at a point 22.75 chains West and South 2.80 chains from the Northeast corner of the SE¼ of said Section 36, and running thence North 89° West 18 chains; thence South 2° West along the West line of Lot 6 to a point 7.55 chains South and 42.00 chains West from the Northeast corner of said Section 36; thence East 19.25 chains; thence North 5.05 chains, to the point of beginning.

R 1a

10. Mortgages executed by Paris Creek Livestock Company, Inc., a corporation; Ralph L. Antonides and Florence L. Antonides, husband and wife, to The Federal Land Bank of Spokane, a corporation, given to secure the payment of $341,000.00 and interest; dated July 14, 1975, recorded July 25, 1975, under recorder's instrument No. 83544, in the Microfilm Records of Caribou County, Idaho; and recorded July 28, 1975, under recorder's instrument No. 105798, in the Microfilm Records of Bear Lake County, Idaho.

B.H.
R 2a

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the said party of the second part, and to his heirs and assigns forever and the said party of the first part, and assigns warrant the said premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns against the said party of the first part, and its heirs and assigns all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

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

PARIS CREEK LIVESTOCK COMPANY, INC.

By Ralph L. Antonides
President

Bill Antonides
Secretary

STATE OF IDAHO)
: ss
County of Franklin)

On the 27 day of April, 1976, before me, a Notary Public in and for the State of Idaho, appeared RALPH L. ANTONIDES, known to me, who, being by me duly sworn, did depose and say that he resides at in County, State of , that he is the President of PARIS CREEK LIVESTOCK COMPANY, INC., the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

(SEAL)

NOTARY PUBLIC for the State of Idaho.
Residing at:

Flying S Title and Escrow of Idaho, Inc.
469 Washington St
Montpelier, ID 83254
Phone: (208)847-1300 / Fax: (208)847-1314

PR: AFFGRP **Ofc:** 38 (14077)

Final Invoice

To: US Fish and Wildlife Service
911 NE 11th Ave.
Portland, OR 97232

Invoice No.: 14077 - 381001171
Date: 12/01/2023
Our File No.: 1120764-MON
Title Officer: Carrie Hemmert
Escrow Officer:
Customer ID: 481829
Liability Amounts

Attention: Danielle Zarlengo
Your Ref.: USA Tract #17b
RE: **Property:**
, ID

Buyers:
Sellers: United States of America

Description of Charge	Invoice Amount
Guarantee-Recorded Document Guarantee	$350.00
Work Charge - Copies 26 pages	$26.00

INVOICE TOTAL **$376.00**

Comments:

Thank you for your business!

To assure proper credit, please send a copy of this Invoice and Payment to:
Attention: Accounts Receivable Department
NOTE NEW REMITTANCE ADDRESS, LB# 1083, Flying S Title and Escrow, PO Box 35146
Seattle, WA 98124-5146

GUARANTEE

Issued by

Flying S Title and Escrow of Idaho, Inc.
469 Washington St, Montpelier, ID 83254
Title Officer: Carrie Hemmert
Phone: (208)847-1300
FAX: (208)847-1314

First American Title™

Form 5010500 (7-1-14)

Guarantee Number: 501055-

Guarantee Face Page

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY



First American Title™

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

This jacket was created electronically and constitutes an original document

First American Title

Guarantee

Recorded Document Guarantee
ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
5010500-1120764-MON

LIABILITY: **$3,500.00**

FEE: **$350.00**

ORDER NO.: **1120764-MON**

REFERENCE NO.: **USA Tract #17b**

First American Title Insurance Company
a Nebraska corporation, herein called the Company,
SUBJECT TO THE TERMS, LIMITATIONS AND CONDITIONS OF
THE APPLICATION FOR THIS GUARANTEE
EXECUTED ON November 30, 2023
WHICH APPLICATION, OR COPY THEREOF, IS ATTACHED HERETO AND
MADE A PART OF

GUARANTEES

The United States of America

herein called the Assured, against loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

Any claim or other notice to the Company shall be in writing and shall be addressed to the Company at 1 First American Way, Santa Ana, California 92707.

THIS GUARANTEE IS NOT VALID AND THE COMPANY SHALL HAVE NO LIABILITY HEREUNDER UNLESS THE APPLICATION REFERRED TO ABOVE OR COPY THEREOF AND SCHEDULE A ARE ATTACHED HERETO.

Dated: **November 15, 2023** at **7:30 A.M.**

By:
Authorized Countersignature

First American Title

Recorded Document Guarantee

ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
5010500-1120764-MON

Schedule A

Order No.: 1120764-MON

The assurances referred to on the face page are, that, based on a search of the records indicated in the Application referred to on the face page hereof, the following identified and attached documents constitute all of the Designated Documents requested in the Application.

Designated Documents:

1. Warranty Deed recorded February 21, 1923 as instrument number 24059, Book 27, page 166
2. Warranty Deed recorded September 9, 1944 as instrument number 54976, Book 38, page 383
3. Warranty Deed recorded January 31, 1922 as instrument number 22439, Book 26, page 147
4. Quit Claim Deed recorded July 16, 1958 as instrument number 75096, Book 47, page 300
5. Conveyance of Interest recorded September 19, 1952 as instrument number 66965, Book 7 Miscellaneous, page 609
6. Decree of Final Distribution recorded October 1, 1952 as instrument number 67014, Book 45, page 66
7. Warranty Deed recorded April 12, 1976 as instrument number 108078
8. Warranty Deed recorded April 12, 1976 as instrument number 108083
9. Warranty Deed recorded April 12, 1976 as instrument number 108085
10. Warranty Deed recorded March 1, 1979 as instrument number 117865

APPLICATION FOR THE ISSUANCE OF A RECORDED DOCUMENT GUARANTEE

Applicant, for the purpose of purchase, sale, lease or loan, is in the process of investigating the prior ownerships and uses of the Subject Property. As only a component of that investigation, Applicant hereby requests the Company to furnish Applicant with a Recorded Document Guarantee, which Guarantee will set forth and attach copies of the Designated Documents. The Guarantee is being provided to Applicant solely for the purpose of facilitating any innocent landowner or purchaser defenses which may be available under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended. It is provided for the sole use and benefit of Applicant and may not be used or relied upon by any other party.

1. The following terms when used in the Application and the Recorded Document Guarantee shall mean:

   a. **Applicant** - The party or parties which have executed this Application and which are shown as the Assured in the Guarantee.

   b. **CERCLA** - Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

   c. **Company** - First American Title Insurance Company.

   d. **Designated Documents** - Those documents specifically designated by Applicant in paragraphs 3a or 3b, and in paragraph 4 and which describe the Subject Property or any portion thereof and which are not Excluded Documents.

   e. **Excluded Documents** - Any of the following:

      (i) documents indexed in the Company's title plant records by name only,

      (ii) documents pertaining to an estate or interest in minerals, gas and oil, or other hydrocarbon substances,

      (iii) documents pertaining to water rights, claims or title to water, or

      (iv) documents recorded or indexed outside the chain of title, whether or not the documents impart constructive notice to purchasers of the Subject Property for value and without knowledge.

   f. **Guarantee** - Recorded Document Guarantee.

   g. **Land Records** - Those records in which under state statutes the Designated Documents must be recorded in order to impart constructive notice to purchasers of the Subject Property for value and without knowledge.

   h. **Subject Property** - The real property described in the Application, but not including any severed mineral estate.

2. The Subject Property is described as follows:
USA Tract #17b - Described in Warranty Deed recorded as Instrument No. 117865

3. Applicant hereby requests the Company to issue the Guarantee identifying only the following Designated Documents which are:

a. X currently posted in the Company's title plant and which were recorded in the Land Records

from January 1, 1923 (Date) through November 15, 2023 (Date).

b. _____ recorded and indexed in the grantor-grantee indices in the Land Records of

_____
Name of County and State

from _____ (Date) through _____ (Date).

4. Designated Documents as defined in paragraph 1(d) above:

a. X Deeds

b. _____ Leases and Subleases

c. _____ Mortgages/Deeds of Trust

d. _____ Environmental Protection Liens recorded pursuant to CERCLA

e. _____ All documents

5. Applicant specifically instructs the Company to disclose in the Guarantee only the Designated Documents indicated above. Applicant understands that during the course of searching the records covered by the Guarantee the Company may find or have knowledge of documents of a type other than the Designated Documents requested by Applicant. Even if the Company knows or would have reason to know Applicant may have an interest in these other documents, Applicant imposes no duty or responsibility on the Company to disclose those documents or their content to Applicant either through the Guarantee or otherwise.

6. BY THE EXECUTION AND SUBMISSION OF THIS APPLICATION TO THE COMPANY, APPLICANT ACKNOWLEDGES AND SUBMITS:

a. That the Company's sole obligation under the Guarantee, and this Application, shall be to conduct a search in accordance with the terms and provisions of this Application and to furnish copies of the Designated Documents to Applicant as a part of the Guarantee. The Company shall have no obligation to read, examine, or interpret the Designated Documents.

b. That the Company shall not be obligated under this Guarantee to pay any costs, attorneys' fees, or expenses incurred in any action, proceeding, or other claim brought against Applicant.

c. That the Guarantee is limited in scope and is not an abstract of title, title opinion, preliminary or title report, or commitment to issue title insurance.

d. That the Guarantee is not to be relied upon by Applicant or any other person as a representation of the status of title to the Subject Property.

e. That Applicant shall have no right of action against the Company, whether or not based on negligence, except under the terms and provisions of, and subject to all limitations of, this Application and the Guarantee.

f. That the Guarantee is not valid and the Company shall have no liability thereunder unless this Application, or copy thereof, is attached thereto.

g. That the Guarantee does not assure that Applicant will be entitled to any innocent landowner or purchaser defenses which may be available under CERCLA.

LIMITATION OF LIABILITY

APPLICANT RECOGNIZES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF DAMAGES WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN THE GUARANTEE. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITIES PURSUANT TO CERCLA. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED GUARANTEE UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF THIS LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THIS LIMITATION IS AS FOLLOWS:

APPLICANT AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS GUARANTEE, THAT THE COMPANY SHALL BE LIABLE TO APPLICANT UNDER THIS GUARANTEE ONLY IN THE EVENT THAT ENVIRONMENTAL HAZARDOUS WASTE OR TOXIC SUBSTANCE CLEAN-UP COSTS OR PENALTIES ARE ACTUALLY IMPOSED ON APPLICANT, OR AGAINST THE SUBJECT PROPERTY, SOLELY BY REASON OF AN ERROR OR OMISSION BY THE COMPANY IN FAILING TO IDENTIFY AND ATTACH THE DESIGNATED DOCUMENTS TO THE GUARANTEE, WHICH ERROR OR OMISSION BY THE COMPANY HAS CAUSED APPLICANT TO FAIL TO COMPLY WITH THE REQUIREMENTS FOR DUE DILIGENCE INQUIRY OF PRIOR OWNERSHIPS AND USES IN CONNECTION WITH THE INNOCENT LANDOWNER OR PURCHASER DEFENSES UNDER CERCLA; AND THEN THE LIABILITY SHALL BE A ONE-TIME PAYMENT TO APPLICANT OF $ 3,500.00 .

ACCORDINGLY, APPLICANT REQUESTS THAT THE GUARANTEE BE ISSUED WITH THIS LIMITATION AS A PART OF THE CONSIDERATION THAT APPLICANT GIVES THE COMPANY TO PREPARE AND ISSUE THE GUARANTEE.

APPLICANT CERTIFIES THAT HE HAS READ AND UNDERSTANDS ALL OF THE TERMS, LIMITATIONS AND CONDITIONS OF THIS APPLICATION.

Executed this 30th day of November, 2023.

DANIELLE ZARLENGO Digitally signed by DANIELLE ZARLENGO
Date: 2023.11.30 12:29:18 -08'00'

(Applicant's Signature Provision)

(This application must be signed by the Applicant itself or an attorney at law representing the Applicant.)

EXHIBIT 'A'

File No.: **1120764-MON (ch)**

TRACT (17B)
A TRACT OF LAND BEING A PART OF SECTION 18, TOWNSHIP 14 SOUTH, RANGE 44 EAST, BOISE MERIDIAN, BEAR LAKE COUNTY, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE MEANDER CORNER BETWEEN SECTIONS 7 AND 18, ABOVE-SAID TOWNSHIP AND RANGE;
THENCE, FROM SAID POINT OF BEGINNING AND FOLLOWING THE GOVERNMENT MEANDER LINE ALONG THE WESTERLY SIDE OF BEAR LAKE,
SOUTH 37°19'49" EAST, 918.18 FEET
TO ANGLE POINT 1 OF SAID MEANDER LINE;
THENCE, CONTINUING ALONG SAID MEANDER LINE,
SOUTH 20°17'21" WEST, 2426.39 FEET
TO ANGLE POINT 2 OF SAID MEANDER LINE;
THENCE, CONTINUING ALONG SAID MEANDER LINE,
SOUTH 33°09'47" EAST, 1099.32 FEET
TO ANGLE POINT 3 OF SAID MEANDER LINE,
THENCE, CONTINUING ALONG SAID MEANDER LINE,
SOUTH 60°16'21" WEST, 394.72 FEET
TO ANGLE POINT 4 OF SAID MEANDER LINE;
THENCE, CONTINUING ALONG SAID MEANDER LINE,
SOUTH 11°31'59" EAST, 300.63 FEET
TO A POINT THAT IS NORTHERLY 825.0 FEET (WHEN MEASURED AT RIGHT ANGLES TO) THE SOUTH LINE OF SAID SECTION 18;
THENCE, PARALLEL TO AND 825.0 FEET NORTHERLY OF (WHEN MEASURED AT RIGHT ANGLES TO) SAID SOUTH LINE,
SOUTH 89°58'23" WEST, 1214.70 FEET
TO A POINT ON THE NORTH-SOUTH ¼ LINE THROUGH SAID SECTION 18;
THENCE, CONTINUING PARALLEL TO AND 825.0 FEET NORTHERLY OF (WHEN MEASURED AT RIGHT ANGLES TO) SAID SOUTH LINE,
NORTH 89°57'48" WEST, 1321.14 FEET
TO A POINT ON THE EAST LINE OF LOT 4 OF SAID SECTION 18;
THENCE, NORTHERLY ALONG THE EAST LINE OF LOTS 4 AND 3 OF SAID SECTION,
NORTH 00°06'33" WEST, 1795.88 FEET
TO THE NORTHEAST CORNER OF SAID LOT 3, ALSO BEING ON THE EAST-WEST ¼ LINE THROUGH SAID SECTION;
THENCE, NORTHERLY ALONG THE EAST LINE OF LOTS 2 AND 1,
NORTH 00°06'02" WEST, 2618.36 FEET
TO THE NORTHEAST CORNER OF SAID LOT 1, ALSO BEING ON THE NORTH LINE OF SAID SECTION;
THENCE, EASTERLY ALONG THE SAID NORTH LINE,
NORTH 89°56'14" EAST, 1321.55 FEET
TO THE ¼ CORNER COMMON TO SECTION 7 AND SAID SECTION 18, SAID TOWNSHIP AND RANGE;
THENCE, CONTINUING EASTERLY ALONG THE NORTH LINE OF SAID SECTION 18,
NORTH 89°58'26" EAST, 1188.19 FEET
TO THE TRUE POINT OF BEGINNING.

27-166

DEED TO WATER RIGHT.

...entered ... between Louisa Munz, widow of David Munz, ... parties of the first part, and Heber J. Munz, ... of Bear, Bear Lake County, Idaho.

... part, for and in consideration of $1.00 ... receipt whereof is hereby acknowledged, have ... and set over to the said party of the second ... water right situate near the residence or home place of ... Bear Lake County, Idaho; all the right title, property, or ... and to all the waters of that certain spring known locally as the Old ..., situate on Northwest quarter of the Northeast Quarter Section 25 Tp. ... 43 East Boise Meridian.

... AND TO HOLD the said spring and water to himself and his heirs and assigns ... forever, together with full right to divert the same from all use upon the land to which ... has heretofore been appurtenant, and to change the place and purpose of its future use.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 19th day of Febru...

Louise Munz, (SEAL)
LeRoy M. Munz (SEAL)
Oliver Munz (SEAL)

STATE OF IDAHO,)
) ss.
County of Bear Lake,)

On this 19 day of February, 1923, before me D. C. Munz, a Notary Public, in and for the State of Idaho, personally appeared Louisa Munz, a Widow, LeRoy M. Munz and Oliver ..., personally 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 Notarial seal the day and year in the certificate above written.

(SEAL) D. C. Munz, Notary Public.

Recorded at the request of Heber J. Munz Feb. 20th, 1923 at 15 min. past 5 o'clock p.m.

By Mrs. P. Riley Deputy. J. S. Peterson, Recorder.

No.24059.

WARRANTY DEED.

THIS INDENTURE, Made this 27th day of January in the year of our Lord one thousand nine hundred and twenty three between Lyman H. Rich and his wife Ada Rich, of Logan City, County of Cache, State of Utah the parties of the first part, and Clarence M. Rich of Paris, County of Bear Lake State of Idaho the party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One dollar Dollars of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all the following described real estate, situated in County of Bear Lake, State of Idaho, to wit:

The northeast quarter of the South-west quarter and the Southeast quarter of the Southwest quarter and lot six (6) of Section eighteen (18) in two. fourteen (14) South, range Forty four (44) East, Boise Base and Meridian, together with all tenements, hereditaments, and appurtenances thereunto belonging, Containing 114 34/100.

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; and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part.

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

And the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said parties of the first part, and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

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

Signed, Sealed and Delivered in Presence of

Jesse P. Rich

Lyman H. Rich, (Seal)
Ada Rich (Seal)
(Seal)
(Seal)

State of Idaho,)
: ss.
County of Cache,)

On this 27th day of January in the year 1923, before me Jesse P. Rich a Notary Public in and for said State, personally appeared Lyman H. Rich, and his wife Ada Rich known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL)
My Com. Expires July 4, 1926.

Jesse P. Rich, Notary Public.
Residing at Logan, Idaho.
Residing at Logan, Utah.

Recorded at the request of WmL. Rich Feb. 21st, 1923 at 5 min. past 2 o'clock p.m.

By Mrs. P. Riley Deputy. J. S. Peterson, Recorder.

38-383

WARRANTY DEED RECORD, No. 38

INSTRUMENT No. 54976.

THIS INDENTURE, Made the 7th day of September in the year of our Lord, one thousand nine hundred and 44 between Clarence M. Rich and his wife Tressa J. Rich of Paris County of Bear Lake, State of Idaho, parties of the first part, and Jesse P. Rich of Logan County of Cache State of Utah parties of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One and no/100 DOLLARS lawful money of the United States of America to be in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents do GRANT, BARGAIN, SELL, ALIEN, REMISE, RELEASE, CONVEY, and CONFIRM unto the said party of the second part, and to his heirs and assigns forever, all that certain piece or parcel of land, situated in the County of Bear Lake, State of Idaho, and known and described as follows, to-wit:

The North East Quarter of the South West Quarter and Lot six (6) of Section eighteen (18), Township Fourteen (14) South, Range forty four (44) East of the Boise Meridian, in Idaho.

Together with all and singular the tenements, hereditaments and appurtenances thereto, belonging, or in any wise appertaining, and the rents, issues and profits thereof, and also all the estate right, title, interest, property possession, claim and demand whatsoever, as well in laws as in equity of the said part of the first part, of, in or to said premises, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said part y of the second part, and to his heirs and assigns forever, and said parties of the first part, and their heirs, the said premises, in the quiet and peaceable possession of the said part y of the second part. his heirs and assigns against the said parties of the first part, and their heirs and against any and all persons whosoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

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

Signed, Sealed and Delivered in Presence of

Clarence M. Rich (SEAL)

Tressa J. Rich (SEAL)

STATE OF IDAHO, County of Bear Lake } ss. UNITED STATES OF AMERICA

On this 7th day of September in the year of our Lord one thousand nine hundred and Forty-four before me Fred J. Price a notary public within and for said County and State personally appeared Clarence M. Rich and Tressa J. Rich personally known to me to be the persons whose names are subscribed to the within instrument, and duly acknowledged to me that they executed the same.

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

(SEAL)

Fred J. Price

Notary Public, Paris, Idaho

Recorded at request of Fred J. Price
at 3:25 o'clock P.M., this 9th day of September A. D. 1944

Sam V. Tunks
County Recorder.

Fee 1.00

Deputy

26-147

WARRANTY DEED

No. 12439

This Indenture, Made the 27th day of December in the year of our Lord one thousand nine hundred and Twenty One, between Mathew W. Thornock, and Rachel E. Thornock, his wife, of Bloomington, County of Bear Lake, State of Idaho, part ies of the first part, and William L. Rich of Paris, County of Bear Lake, State of Idaho, part y of the second part:

WITNESSETH, That the part ies of the first part, for and in consideration of the sum of Four hundred and eight and 86/100 DOLLARS, lawful money of the United States of America to them in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged, ha ve granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents do grant, BARGAIN, SELL, ALIEN, REMISE, RELEASE, CONVEY and CONFIRM, unto the said part y of the second part, and to their heirs and assigns forever, all that certain piece or parcel of land, situated in the County of Bear Lake, State of Idaho, and known and described as follows, to-wit:

Lot numbered Five (5) of Section Eighteen (18) Township Fourteen (14) South, Range Forty-Four (44) East Boise Meridian; and all lands situate, lying and being Easterly of the Western Boundary line of said Lot numbered Five.

($. 50 cancelled I. R. Stamp attached.)

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in any wise appertaining, and the rents, issues and profits thereof, and also all the estate, right, title, interest, property, possessions, claim and demand whatsoever, as well in law as in equity, of the said part ies of the first part, of, in or to said premises, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD, All and singular, the said premises, together with the appurtenances, unto the said part y of the second part, and to his heirs and assigns, forever, and the said part ies of the first part, and their heirs, the said premises, in the quiet and peaceable possession of the said part y of the second part, his heirs and assigns, against the said part y of the first part, and their heirs, and against any and all persons whosoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, The said part ies of the first part ha ve hereunto set their hand s and seal s, the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Darwin Haddock

Matthew W. Thornock (SEAL.)

Rachel E. Thornock (SEAL.)

STATE OF IDAHO } ss.
County of Bear Lake }

UNITED STATES OF AMERICA.

On this 27th day of December in the year of our Lord one thousand nine hundred and Twenty One before me, Russell Shepherd a Notary Public within and for said County and State, personally appeared Matthew W. Thornock, and Rachel E. Thornock, his wife personally known to me to be the person s whose name s are subscribed to the within instrument, and duly acknowledged to me that they executed the same.

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

J. Russell Shepherd

(SEAL)

Notary, Paris, Idaho.

Recorded at request of Wm. L. Rich
at 4 o'clock P. M., this 21st day of January A. D. 1922

Silas L. Wright County Recorder.

Fee, $1.00

Deputy.

47-300

No. 75096.

QUITCLAIM DEED

UTAH POWER & LIGHT COMPANY, a Maine Corporation, duly authorized to do business in the State of Utah, Grantor, hereby quitclaims to JESSE P. RICH of Cache County, State of Utah, Grantee, for Ten and No/100 Dollars ($10.00) and other valuable consideration, receipt of which is hereby acknowledged, the following described real property located in Bear Lake County, State of Idaho, to-wit:

A strip of land two rods in width, the center line of which is described as follows:

Commencing at the northwest corner of Sec. 18, Tp. 14 South, Range 44 East, B.B.& M., thence South 24.75 feet; thence south 84°38' east 1327.1 feet, to the point of beginning; thence south 72°08' east 526.0 feet; thence south 38°28' east 1194.0 feet; thence south 81°58' east 227.0 feet; thence south 56°28' east 352.1 feet; thence south 78°21' east 1060.8 feet, more or less, to the Government Reserve Boundary line of North Lake.

Reserving, however, to Utah Power & Light Company, its heirs, successors and assigns the right to use the above described land for right of way purposes and for purposes of ingress and egress to all lines, canals, dykes, and other structures and facilities in the general area of the above described land and the right to improve and pave said land in any way so as to accomplish the above.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed by its duly authorized officers this 22nd day of July, A.D. 1957.

ATTEST:

Fred S. Mickelson ?
Assistant Secretary

UTAH POWER & LIGHT COMPANY

By J. A. Hale
Vice President

(SEAL)

STATE OF UTAH :
: SS.
COUNTY OF SALT LAKE :

On the 22nd day of July, A.D. 1957, personally appeared before me J. A. Hale, who being by me duly sworn, did say that he is a Vice President of Utah Power & Light Company, a Corporation, and that said instrument was signed in behalf of said Corporation by authority of a Resolution of its Board of Directors and said J. A. Hale acknowledged to me that said Corporation executed the same.

(SEAL)

Charlotte Cummings
Notary Public
Residing at Salt Lake City, Utah.

My Commission expires: November 26, 1958

Recorded at the request of Jesse P. Rich; 1:30 P.M.; July 16, 1958; Book 47 of Deeds at page 300.
Fee: $1.00

Sam V. Tunks, Recorder.

No. 75103.

D E E D

THIS INDENTURE, Made the 7th day of May, in the year of our Lord, One Thousand Nine Hundred and Fifty-Eight, between FRANKLIN J. JONES, a widower; DELBERT A. JONES and VOLA M. JONES, husband and wife; THOMAS A. JONES and PHYLLIS MAY JONES, husband and wife; ETHEL JONES WILSON, formerly the wife of Franklin Lee Jones, deceased; and LAURA JONES, formerly the wife of LeRoy Jones, deceased; of Bear Lake County, State of Idaho, the parties of the first part, and SCHUYLER WRIGHT and WARREN WRIGHT, "TRUSTEES", of Montpelier, Bear Lake County, State of Idaho, the parties of the second part:

WITNESSETH:

That the said parties of the first part, for and in consideration of the sum of One Dollar, lawful money of the United States, to them in hand paid by the parties of the second part, the receipt of which is hereby acknowledged, do by these presents grant, demise, convey, confirm, release and forever quit claim unto the said parties of the second part and to their assigns all that certain real estate situated in Bear Lake County, State of Idaho, and particularly described as follows, to-wit:

Parcel 1 - Store building in Montpelier, Bear Lake County, Idaho

Commencing 221 feet East from Southwest corner of Block 9 of Ed Burgoyne Addition to the city of Montpelier, Bear Lake County, Idaho, according to the official plat thereof, and running North 208 feet; thence East 49 feet; thence South 208 feet; thence West along the boundary line of Washington Street or Avenue 49 feet to the point of beginning.

Also, beginning at a point 71 feet West of the Southeast corner of Block 9 in Ed Burgoyne Addition to the city of Montpelier, Bear Lake County and running thence West 22 feet; thence North 135 feet; thence East 22 feet; thence South 135 feet to the place of beginning. Also a right of way as an easement from the North end of said land to the alley in Block 9 to 10th street in said city. The above lots adjoin each other, together with all improvements on all of the above described land.

Parcel 2 - Beaton property (Lot next to Store building)

Lot, piece or parcel of land on the North side of Depot Street in Montpelier, aforesaid, where Frank Jones' Butcher Shop now stands, being 22 feet front on said Depot Street East and West and 20 feet long north and south. This piece of land is in Block 9 of Ed Burgoyne's Addition to the Town of Montpelier, Bear Lake County, Idaho, and known as Frank Jones' Butcher Shop and Lot, more particularly described as follows:

misc. 7-
609

CONVEYANCE OF INTEREST

WHEREAS, William L. Rich of Paris, Idaho, died testate on or about the 1st day of June, and his estate is now in the process of probate, and all those interested are desirous to have the same closed and the property finally distributed, and

WHEREAS, the oldest son, Dr. William L. Rich, had an interest in said property, died in Salt Lake City, Utah, on or about the 16th day of November, 1936, and left as his heirs his only heirs-at-law his wife, Elizabeth J. Rich, his son, Odis O. Rich, age 32, now of Los Angeles, California, and his daughter, Loretta R. Wedding, age 30, now of New York City, New York, which said heirs-at-law are all of legal age and competent to convey real estate, and

WHEREAS, there is certain real property which all of the heirs of the said William L. Rich, deceased, desire to have distributed to Jesse P. Rich, a son of said deceased, of Logan, Utah;

NOW, THEREFORE, the following named persons: Emily M. Rich of Paris, Idaho; Elizabeth J. Rich of Salt Lake City, Utah; Odis O. Rich and his wife, Leone P. Rich, Rich of Los Angeles, California; Loretta R. Wedding and her husband, Erling Wedding, of New York City, New York; Ursula R. Cole, also known as Zula R. Cole, a widow, of Logan, Utah; Mable R. Sutton and her husband, Richard W. Sutton, of Oakley, Idaho; Gertrude R. Price and her husband, Fred J. Price, and Iris R. Collings and her husband, Leslie Stephens Collings, of Logan, Utah; Lyman H. Rich and his wife, Ada S. Rich, of Logan, Utah; Lois R. Gunderson and her husband, Howard B. Gunderson, of Salt Lake City, Utah; Naomi Rich, single, of Provo, Utah; Clarence M. Rich, and his wife, Tressa J. Rich, of Paris, Idaho, Edith Rich, single, of Logan, Utah; and Lyle N. Rich, single, of Washington, D. C., as parties of the first part, do hereby sell, assign, transfer, convey, set over and forever quit claim to Jesse P. Rich of Logan, Utah, as party of the second part, all of their right, title, interest, claim and estate in and to the following described property, to-wit:

Beginning at center of Sec. 6, Township 14 S., R. 44 E.B.M., thence W. 735 feet. along S. line of NW¼ Sec. 6 to E. Bank of Natural outlet channel of Bear Lake, thence by meander along East Bank of said channel as follows: North 20° East 250 feet; thence North 60° 16' West 158 feet; thence North 69° 40' West 313 feet; thence South 79° 15' West 356 feet; thence North 38° 15' West 34.06 feet, to South line of Paris Dingle road; thence North 76° East 1512.5 feet along South line of said road to a point in East boundary of Northwest Quarter Section 6; thence South along said Quarter Section line 744.4 feet to beginning, containing 12.3 acres approx.

Also, Beginning at the center of Section 6, Township 14 South Range 44 E.B.M. thence South 699 feet to center of what is known as "Little Outlet"; thence by meander along center of said "Little Outlet" as follows: North 40° 10' West 363 feet; South 84° 20' West 349 feet; North 66° 26' West 180 feet; North 1° 40' East 366.52 feet to North line of Southwest Quarter of Section 6; thence East 735 feet to beginning, containing 8.08 acres.

Also, Commencing at the Northeast Corner of Lot 8, Section 6; township and range aforesaid, thence West 7 chs. 33 lks. to Paris Creek; up center of Creek in Southwest direction 11 chs. to where Bloomington Creek joins Paris Creek, up to a point 2 chs. 80 lks. South 60° West from Southeast Corner of Lot 8; thence North 60° East 2 chs. 80 lks. to Southeast Corner of Lot 8; North 11 chs. 80 lks. to beginning, containing 64.58 acres approximately. Together with water.

Also, the East Half of the Southwest Quarter of Section 18, Township 14 South, Range 44 East of the Boise Meridian. Also Lot 5, containing 38.15 acres; Lot 7, containing 38.99 acres, and Lot 8, containing 43.96 acres; and the East Half of the Northwest Quarter of Section 19 and Lot 6, township and range and section just above mentioned.

Also, Beginning at a point in the west line of lot 10, North 88° 30' West 1320 feet and South 660 feet from the Southeast corner of the Northeast Quarter of Section 6, Township 14 South Range 44 E. B. M. which is in the middle of a creek and on the east line of the Utah Power and Light Company's outlet canal right-of-way, and running thence South 20° 30' East along East line of Utah Power and Light Company's right-of-way 2451 feet; thence South 68° West 140 feet; thence South 20' East 987 feet; thence North 77° 12' East 496 feet; thence North 13° West 3250 feet; thence North 85° West up said creek 425 feet; thence South 85° West up center of said creek 400 feet to place of beginning, and containing 40.1 acres more or less.

Also, Commencing at a point 1859 feet South and 1524 feet South 76° West from the Southwest Corner of the Southeast Quarter of Section 31 in Township 13 South, Range 44 East Boise Meridian, Idaho, (said point being in the middle of the Paris-Dingle Road where the road crosses the old "Outlet to Lake") and running thence along said "Paris-Dingle road North 76° East 1686 feet to the right-of-way of the Utah Power and Light Company; thence along said right-of-way as follows: South 2° 45' West 1579 feet; South 78° 49' East 499 feet; North 86° 26' East 280 feet; South 2° 31' East 1003 feet; South 76° 41' East 113 feet; South 2° 21' East 5125 feet; thence North 71° 08' West 1004 feet; thence North 39° 57' West 1089 feet to the old bridge on outlet to lake near the ranch house; thence North 26° 30' West 180 feet; thence North 54° 48' West 462 feet; thence North 23° 18' East 302 feet; thence North 46° 38' East 700 feet; thence North 1° 02' West 605 feet; thence North 49° 58' West 560 feet; thence North 00° 25' East 155 feet; thence North 82° 55' West 400 feet; thence North 37° 45' West 175 feet; thence North 17° 54' East 384 feet; thence North 20° 46' West 235 feet; thence North 58° 36' West 262 feet; thence North 25° 11' West 400 feet; thence North 17° 32' East 486 feet; thence South 66° 30' West 273 feet; thence North 66° 05' West 215 feet; thence South 7° West 500 feet; thence South 86° West 144 feet; thence North 27° 39' West 300 feet; thence North 59° 21' East 167 feet to the dam on creek; thence North 4° 10' West 100 feet; thence North 14° 10' East 300 feet; thence North 65° 55' East 267 feet; thence North 9° West 676 feet; thence North 39° 32' West 400 feet; thence North 4° 23' East 267 feet; thence North 26° 23' East 455 feet; thence North 45° 30' West 70 feet; thence North 80° 38' West 889 feet to the place of beginning and containing 265 acres of land.

Also, Commencing at a point 1188 feet East of the Southeast corner of the Southwest Quarter Section 7; Township 14 S. Range 44 East, and running thence North 37° 04' West 1237 feet; thence South 82° 14' East 885 feet (to the Outlet); thence along said outlet as follows-South 1° 28' East 423 feet; North 77° 32' East 421 feet; South 18° 26' West 700 feet; South 41° 31' East 314 feet; South 27° 26' West 298 feet; South 32° 24' East 375 feet; North 49° 56' East 726 feet; North 7° 06' East 823 feet; South 83° 36' East 688 feet (to the right-of-way of Utah Power Company) where a deep wash enters same); thence along said right-of-way South 2° 21' East 1770 feet and South 10° 18' West 1117 feet to the Company Dyke; thence along this Dyke N. 85° 51' West 756 feet and North 82° 44' West 1283 feet; thence North 37° 04' West 2043 feet to the place of beginning and containing 130 acres of land.

Also, Beginning 10 chs. South of North East corner of the Northwest Quarter SE Quarter of Section 6, Township 14 South, Range 44 East; thence South 66° 15' West 2 chs.; North 81° West 4 chs.; South 68° 15' West 6 chs.; South 83° 30' West 7 chs.; North 76° West 3 chs.; North 27° West 4 chs; North 88° West 8 chs.; North 13° 20' West 6 chs.; South 22° 10' West 5 chs.; South 24° East 7 chs.; South 6° West 7 chs.; South 88° 45' East 13 chs; South 16 chs.; North 60° East 23 chs.; North 14 chs. to beginning.

Also, commencing at the Northeast Corner of Lot 8, Section 19, which is the same point as the Southeast corner of Lot 5, Section 18, Township 14 South, Range 44 East Boise Meridian, and running thence northerly on marginal survey line 160 rods, more or less, to the center line of said Section 18, Township and Range aforesaid; thence East 160 rods on said half section line; thence south 160 rods to the south section line of said Section 17; thence West 160 rods, more or less, to the place of beginning and containing 160 acres, more or less.

Also, commencing at a point 160 rods East of the Southeast corner of Lot 5, Section 18, Township 14 South, Range 44, East Boise Meridian, and running thence East to Utah Power and Light Company's Canal; thence in a northwesternly direction along said canal 200 rods, more or less, to dam of said canal; thence in a southwesterly direction along said dyke of Utah Power and Light Company to the old Bloomington creek or Outlet Channelp thence in a Southern direction 200 rods, more or less, to the place of beginning.

The above described land East and South of the marginal survey lines may also be described as follows, to-wit: Commencing at the southeast corner of Lot 5, Section 18, Township 14, South Range 44 East of Boise Meridian, and running thence East on section line when extended 280 rods, more or less, to the Utah Power & Light Company's Canal; thence in a northwesterly direction along said canal 560 rods, more or less, to a point where said canal intersects with the quarter section line between the north half and the south half of the Northeast quarter of section 7, Township 14, South, Range 44 East of Boise Meridian; thence east on said quarter section line when extended across said canal to a point where the same intersects the slough or old out let channel coming out of Bear Lake; thence in a north and northwesterly direction following the meanderings of said slough or channel to a point where the same enters the aforesaid canal; thence westerly to a point where the west bank of said canal intersects the south boundary line of Lots 9 and 10, Section 6, Township and range aforesaid; thence southwesterly to a point where the south boundary line of said Lot 9 intersects the slough or Old Bloomington Creek Channel; thence in a southerly direction following the meanderings of said Bloomington Creek old channel 260 rods, more or less, to a point where said old Bloomington Creek Channel intersects the quarter section line when extended between the north half and the south half of the south east quarter of Section 7. Township 14, South, Range 44 East Boise Meridian; thence west on said quarter section line 70 rods, more or less, to the East boundary line of Lot 5 of said Section 7; thence in a southerly direction following the east marginal survey lines of said Lot 5, Section 7, and Lots 8, 7, 6, and 5 of Section 8, Township and Range aforesaid, 400 rods, more or less, to the point of beginning.

Together with all water right thereunto belonging.

DATED this 31st day of December, A.D. 1941.

Emily M. Rich

Elizabeth J. Rich

Odis O. Rich

Leone P. Rich

Loretta R. Wedding

Erling Wedding

Zula R. Cole

Mabel R. Sutton

Richard J. Sutton

Gertrude R. Price

Fred J. Price

Hazel R. Shephard

F. Leslie Shepherd

Iris R. Collings

M. M. Collings Jr.

Lyman H. Rich

Ada S. Rich

Lois R. Gundersen

Howard B. Gundersen

Naoma Rich

Edith Rich

Clarence M. Rich

Theresa J. Rich

Lyle M. Rich

State of Utah)
) ss
County of Cache)

On the 31st day of December, 1941, before me, H. A. Sjostrom, a notary public, in and for said county and State personally appeared Zula R. Cole, Mabel H. Sutton and her husband Richard J. Sutton, Hazel H. Shepherd and her husband F. Leslie Shepherd, Lyman H. Rich and his wife Ada S. Rich, and Edith Rich, signers of the within instrument, who duly acknowledged to me that they executed the same.

In Witness whereof I have hereunto set my hand and seal this 29th day of May, 1942.

(SEAL)
My Commission Expires
Jan. 10, 1946

Harvey A. Sjostrom
Notary Public,
Residing at Logan, Utah.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS

On the 8th day of October, 1942, before me Frank W. Troost a notary public in and for said county and State personally appeared Otis O. Rich and his wife Leone F. Rich, signers of the within instrument, who duly acknowledged to me that they executed the same.

In witness whereof I have hereunto set my hand and seal this 8th day of October, 1942.

(SEAL)
My Commission Expires,
Sept. 17, 1944.

Frank W. Troost
Notary Public
Residing at Los Angeles,
California.

STATE OF UTAH)
: ss
County of Cache)

Prior to the 31st day of October, 1941, before me, Harvey A. Sjostrom, a notary public, in and for said county and state, personally appeared Emily M. Rich, Elizabeth J. Rich, Lorretta R. Wedding, Lois R. Gunderson, Howard B. Gunderson, Naomia Rich and Lyle M. Rich, signers of the within instrument, who duly acknowledged to me that they executed the same.

In witness whereof I have hereunto set my hand and seal this 28th day of July, 1944.

(SEAL)
My Commission Expires;
Jan. 10, 1946

Harvey A. Sjostrom
Notary Public,
Residing at: Logan, Utah

STATE OF IDAHO)
: ss
County of Bear Lake)

On the 6th day of Sept., 1944, before me W. Smith Howe a notary public in and for said county and State personally appeared Gertrude H. Price and her husband, Fred J. Price, Iris H. Collings and her husband W. H. Collings, Clarence M. Rich and Tressa J. Rich, signers of the within instrument, who duly acknowledged to me that they executed the same.

In witness whereof I have hereunto set my hand and seal this 6th day of Sept., 1944.

(SEAL)
My Commission Expires: Nov. 22, 1947.

W. Smith Howe
Notary Public
Residing at: Paris, Idaho.

Recorded at the request of Jesse P. Rich; 2:00 P.M.; Sept. 19, 1952; Book 7 of Miscellaneous at page 609.
By _____ Deputy
Fee: $5.75

Sam V. Tunks, Recorder.

No. 66984. BILL OF SALE

STATE OF IDAHO,)
) ss.
County of)

Know All Men By These Presents, That on this 25 day of September 1952, DENICE ASHLEY, formerly the wife of William Ashley of Montpelier, County of Bear Lake, State of Idaho, the party of the first part, for and in consideration of the sum of ONE DOLLAR AND OTHER VALUABLE CONSIDERATIONS lawful money of the United States of America, to her in hand paid by WILLIAM ASHLEY, formerly the husband of Denice Ashley, of Montpelier, County of Bear Lake, State of Idaho, the party of the second part, the receipt whereof is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs and assigns:

4 cases owned prev.
4 Booths
Counter & Stools
Back Bar

Pots & Pans
Silverware
Oil stove heater
Dish sinks

...claim and ...estate, and all ...erein, have been ...the State of ...surviving heir at law ...the said ...First and Final Account and ...allowed and ...that the residue of said estate herein- ...property not now known or discovered, which ...said estate may have an interest in, be, and the ...is: ...L. HANCOCK, son and sole surviving heir at law of said ...following is a particular description of the said residue of said estate referred ...and of which distribution is now ordered as aforesaid:

1. Lot One (1), Block Twenty One (21), Section Three (3), Township Thirteen (13) South of Range Forty-four (44) East Boise Meridian as platted in Plat "A" Montpelier Townsite Survey; together with 1¼ (One & one-quarter) shares of water stock in the Montpelier Irrigation Company, Certificate No. 756.

2. Account receivable in the amount of Sixty Nine ($69.00) Dollars owed by Louis C. Blechert of Montpelier, Idaho.

Done in open Court at Paris, Idaho, this 8th day of September, 1952.

E. WOODRUFF STUCKI
Probate Judge and Ex-Officio
Clerk of the Probate Court of
Bear Lake County, State of Idaho.

In the Probate Court of Bear Lake County State of Idaho

COUNTY OF BEAR LAKE)
) ss.
State of Idaho)

I, E. Woodruff Stucki, Probate Judge and Ex-Officio Clerk of the Probate Court, of Bear Lake County, State of Idaho, hereby Certify that the within and foregoing is a full, true and correct copy of the original ORDER SETTLING FINAL ACCOUNT AND DECREE OF DISTRIBUTION filed in the matter of the Estate of Deseret Hancock, sometimes referred to as Dezzie Hancock, deceased, on the 8th day of September, 1952.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court this 8th day of September, 1952.

(SEAL)

E. Woodruff Stucki
Probate Judge and Ex-Officio
Clerk of the Probate Court
of Bear Lake County, Idaho.

Recorded at the request of G. Staudacher; 3:00 P.M.; Sept. 30, 1952; Book 45 of Deeds at page 65.
By [signature] Deputy
Fee: 2.75

Sam V. Tunks, Recorder.

45-66

No. 6701½. ✓ IN THE PROBATE COURT OF BEAR LAKE COUNTY, STATE OF IDAHO

In the Matter of the Estate of :

WILLIAM L. RICH : DECREE OF FINAL DISTRIBUTION

Deceased :

The petition of Emily M. Rich, Frank J. Poulger and Jesse P. Rich, executrix and executors of the estate of William L. Rich, deceased, praying for a final distribution of said estate, came on regularly to be heard this day, and due proof was made to the satisfaction of the court that the clerk of this court has given due and legal notice of the hearing of said petition for the time in the manner required by law and as directed by the order of this court.

Evidence was introduced and therefrom the court finds:--

1. That the said William L. Rich died testate on or about the 1st day of June, 1928, in the County of Weber, in the State of Utah, and that the said deceased at the time of his death was a resident of the County of Bear Lake in the State of Idaho, and that said deceased left estate consisting of real and personal property in the county of Bear Lake in the State of Idaho.

2. That on or about the 10th day of July, 1928, this court made an order appointing Emily M. Rich, Frank J. Poulger and Jesse P. Rich, executrix and exedutors of the estate of the said deceased and that they thereafter duly qualified as such as required by law, and on the 10th day of July, 1928, letters testamentary upon the estate of said deceased was duly issued to the said Emily M. Rich, Frank J. Poulger and Jesse P. Rich and such letters have not been revoked.

3. That this court has made a decree showing that due and legal notice to the creditors of said deceased has been given requiring them to present their claims to said executrix and executors, within 10 months after the first publication of said notice, and on the 6th day of August, 1929, this court made a decree showing that due and legal notice to creditors had been given.

4. That the third and final account of the said executrix and executors have been by this court duly allowed, approved and settled. That all expenses of administration, and all taxes and assessments on the said estate have been paid in full; and that all other obligations of the said estate have been paid and a final distribution thereof now be made.

5. That the name, age, relationship to decedent, and place of residence of every heir-at-law of the said deceased, are as follows, to-wit:

Name	AGE	RELATIONSHIP	ADDRESS
Emily M. Rich	75	Widow	Paris, Idaho
Elizabeth J. Rich	57	Daughter-in-law	4195-4th Ave. Los Angeles, California
Odis O. Rich	35	Grandson	3940 So. Bronson St. Los Angeles, California
Loretta R. Wedding	33	Granddaughter	4195-4th Ave. Los Angeles, Calif.
Zula R. Cole	63	Daughter	84 East 4th North, Logan, Utah
Jesse P. Rich	61	Son	335 W. 2nd N. Logan, Utah
Mabel R. Sutton	59	Daughter	Oakley, Idaho
Gertrude R. Price	65	Daughter	Paris, Idaho
Hazel R. Shepherd	51	Daughter	255 No. 3rd E. Logan, Utah
Iris R. Collings	52	Daughter	Paris, Idaho
Lyman H. Rich	50	Son	718 N. 3rd E. Logan, Utah
Clarence M. Rich	46	Son	Paris, Idaho
Naomi Rich	43	Daughter	Paris, Idaho
Lois R. Gunderson	40	Daughter	1830 Gunderson Ave. S. L. C.
Edith Rich	36	Daughter	344½ E. 2nd N. Logan, Utah
Lyle M. Rich	33	Son	Paris, Idaho

6. That all of the personal property belonging to said estate of any value has heretofore been sold and all of the real estate has either been distributed or sold, except that part hereinafter described, which is to be distributed to Jesse P. Rich.

7. That any personal property or effects which may still belong to said estate, all of the heirs have agreed should be distributed to Jesse P. Rich and Emily M. Rich for trustees of said estate.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that a final distribution of said estate be made as follows to-wit:

First: To Jesse P. Rich, son of the said deceased, all right, title and interest which the said deceased had at the time of his death, or which said estate may have since acquired in and to the following described property:

Beginning at center of Sec. 6, Township 14 S., R. 44 E.B.M., thence W. 735 feet along S. line of NW¼ Sec. 6 to E. Bank of Natural outlet channel of Bear Lake; thence by meander along East bank of said channel as follows: North 20° East 250 feet; thence North 60° 16' West 168 feet; thence North 69° 40' West 313 feet; thence South 79° 15' West 256 feet; thence North 38° 15' West 34.06 feet, to South line of Paris Dingle road; thence North 76° East 1512.5 feet along South line of said road to a point in East boundary of Northwest Quarter Section 6; thence South along said Quarter Section line 744.4 feet to beginning, containing 12.3 acres approx.

Also, Beginning at the center of Section 6, Township 14 South Range 44 E.B.M. thence South 699 feet to center of what is known as "Little Outlet"; thence by meander along center of said "Little Outlet" as follows: North 40° 10' West 363 feet; South 84° 02' West 349 feet; North 66° 26' West 180 feet; North 1° 40' East 366.52 feet to North line of Southwest Quarter Section 6; thence East 735 feet to beginning, containing 8.08 acres.

Also, Commencing at the Northeast Corner of Lot 8, Section 6, township and range aforesaid; thence West 7 chs. 33 lks. to Paris Creek; up center of Creek in Southwest direction 11 chs. to where Bloomington Creek joins Paris Creek; thence up Bloomington Creek in a southeasterly direction following its meanderings about 21 chs. to a point 2 chs. 80 lks. South 60° West from Southeast Corner of Lot 8; thence North 60° East 2 chs. 80 lks. to Southeast corner of Lot 8; North 11 chs. 80 lks. to beginning, containing 14.58 acres approximately. Together with water.

Also, the East half of the Southwest Quarter of Section 18, Township 14 South, Range 44 East of the Boise Meridian. Also Lot 5, containing 38.15 acres; Lot 7, containing 38.99 acres, and Lot 8, containing 43.96 acres; and the East half of the Northwest Quarter of Section 18 and Lot 6, township and range and section just above mentioned.

Also, Beginning at a point in the west line of lot 10, North 88° 30' West 1320 feet and South 660 feet from the Southeast corner of the Northeast Quarter of Section 6, Township 14 South, Range 44 E. B. M. which is in the middle of a creek and on the east line of the Utah Power and Light Company's outlet canal right-of-way, and running thence South 20° 30' East along East line of Utah Power and Light Company's right-of-way 2451 feet; thence South 68° West 140 feet; thence South 20° East 987 feet; thence North 77° 12' East 496 feet; thence North 13° West 3250 feet; thence North 85° West up said creek 425 feet; thence South 85° West up center of said creek 400 feet to place of beginning, and containing 40.1 acres more or less.

Also, Commencing at a point 1859 feet South and 1524 feet South 76° West from the Southwest Corner of the Southeast Quarter of Section 31 in Township 13 South, Range 44 East Boise Meridian, Idaho, (said point being in the middle of the Paris-Dingle Road where the road crosses the old "Outlet to Lake") and running thence along said "Paris-Dingle road North 76° East 1686 feet to the right-of-way of the Utah Power and Light Company; thence along said right-of-way as follows: South 2° 45' West 1579 feet; South 78° 49' East 499 feet; North 86° 26' East 280 feet; South 2° 31' East 1003 feet; South 76° 41' East 113 Feet; South 2° 21' East 5125 feet; thence North 71° 08' West 1004 feet; thence North 39° 57' West 1089 feet to the old bridge on outlet to

[illegible] 30' West 330 feet; thence North 54° 48' [illegible] 23° 18' East 102 feet; thence North 46° 38' East 700 feet; [illegible] West 605 feet; thence North 49° 58' West 560 feet; thence North [illegible] feet; thence North 82° 55' West 400 feet; thence North 37° 45' West [illegible]; thence North 17° 54' East 345 feet; thence North 20° 46' West 235 feet; [illegible]; thence North 50° 38' West 262 feet; thence North 25° 11' West 500 feet; thence North [illegible] East 486 feet; thence South 66° 30' West 273 feet; thence North 66° 05' West [illegible] feet; thence South 7° West 500 feet; thence South 86° West 144 feet; thence North [illegible] West 300 feet; thence North 59° 21' East 167 feet to the dam on creek; thence [illegible] West 100 feet; thence North 14° 10' East 300 feet; thence North 65° 55' East 267 feet; thence North 9° West 676 feet; thence North 39° 32' West 400 feet; thence North 4° 23' East 267 feet; thence North 26° 23' East 455 feet; thence North 45° 30' West 70 feet; thence North 80° 38' West 889 feet to the place of beginning and containing 265 acres of land.

Also, commencing at a point 1188 feet East of the Southeast corner of the Southwest Quarter Section 7; Township 14 South, Range 44 East, and running thence North 37° 04' West 1237 feet; thence South 82° 14' East 885 feet (to the Outlet); thence along said outlet as follows- South 1° 28' East 423 feet; North 77° 32' East 421 feet; South 18° 26' West 700 feet; South 41° 31' East 314 feet; South 27° 26' West 298 feet; South 32° 24' East 375 feet; North 49° 56'East 726 feet; North 7° 06' East 823 feet; South 83° 36' East 688 feet (to the right-of-way of Utah Power Company) where a deep wash enters same); thence along said right-of-way South 2°21' East 1770 feet and South 10° 18' West 1117 feet to the Company Dyke; thence along this Dyke N. 85° 51' West 756 feet and North 82° 44' West 1283 feet; thence North 37° 04' West 2043 feet to the place of beginning and containing 130 acres of land.

Also, Beginning 10 chs. South of Northeast Corner of the Northwest Quarter of the Southeast quarter, Section 6 Township 14 South, Range 44 East; thence South 66° 15' West 2 chs.; North 81° West 4 chs.; South 68° 15' West 6 chs.; South 83° 30' West 7 chs.; North 76° West 3 chs.; North 27° West 4 chs; North 88° West 8 chs.; North 13° 20' West 6 chs.; South 22° 10' West 5 chs.; South 24° East 7 chs.; South 6° West 7 chs.; South 88° 45' East 13 chs.; South 16 chs.; North 60° East 23 chs.; North 14 chs. to beginning, and containing 50.08 acres more or less.

Also, commencing at the Northeast Corner of Lot 8, Section 19, which is the same point as the Southeast Corner of Lot 5, Section 18, Township 14 South, Range 44 East Boise Meridian, and running thence northerly on marginal survey line 160 rods, more or less, to the center line of said Section 18, Township and Range aforesaid; thence East 160 rods on said half section line; thence south 160 rods to the south section line of said Section 17; thence west 160 rods more or less to the place of beginning and containing 160 acres, more or less.

Also, commencing at a point 160 rods East of the Southeast corner of Lot 5, Section 18, Township 14 South, Range 44 East Boise Meridian, and running thence East to Utah Power and Light Company's Canal; thence in a northwesterly direction along said canal 200 rods, more or less, to dam of said canal; thence in a southwesterly direction along said dyke of Utah Power and Light Company to the old Bloomington creek or Outlet Channel; thence in a Southern direction 200 rods, more or less, to the place of beginning.

The above described land East and South of the marginal survey lines may also be described as follows, to-wit:

Commencing at the southeast corner of Lot 5, Section 18, Township 14, South Range 44 East of Boise Meridian, and running thence East on section line when extended 280 rods, more or less, to the Utah Power & Light Company's Canal; thence in a northwesterly direction along said canal 560 rods, more or less, to a point where said canal intersects with the quarter section line between the north half and the south half of the Northeast quarter of section 7, Township 14, South, Range 44 East of Boise Meridian; thence east on said quarter section line when extended across said canal to a point where the same intersects the slough or old outlet channel coming out of Bear Lake; thence in a north and northwesterly direction following the meanderings of said slough or channel to a point where the same enters the aforesaid canal; thence westerly to a point where the west bank of said canal intersects the south boundary line of Lots 9 and 10, Section 6, Township and range aforesaid; thence southwesterly to a point where the south boundary line of said Lot 9 intersects the slough or Old Bloomington Creek Channel; thence in a southerly direction following the meanderings of said Bloomington Creek old channel 260 rods, more or less, to a point where said old Bloomington Creek Channel intersects the quarter section line when extended between the north half and the south half of the southeast quarter of Section 7, Township 14, South, Range 44 East, Boise Meridian; thence west on said quarter section line 70 rods, more or less, to the East boundary line of Lot 5 of said Section 7; thence in a southerly direction following the east marginal survey lines of said Lot 5, Section 7, and Lots 8, 7, 6, and 5 of Section 8, Township and Range aforesaid, 400 rods, more or less, to the point of beginning.

Together with all water right thereunto belonging.
Done in open court this 19th day of August, 1944.
(SEAL)

LaVall G. Ward
Probate Judge

In the Probate Court of Bear Lake County State of Idaho

COUNTY OF BEAR LAKE)
)ss.
State of Idaho)

I, E. Woodruff Stucki Probate Judge and Ex-Officio Clerk of the Probate Court, of Bear Lake County, State of Idaho, hereby Certify that the within and foregoing is a full, true and correct copy of the original Decree of Final Distribution filed in the matter of the Estate of William L. Rich, deceased, on the 19th day of August, 1944.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court this 1st day of October, 1952.

(SEAL)

E. Woodruff Stucki
Probate Judge and Ex-Officio Clerk of the Probate Court of Bear Lake County, Idaho

Recorded at the request of Jesse P. Rich; 2:00 P.M.; Oct. 1, 1952; Book 45 of Deeds at page 66.
By _____ Deputy Sam V. Tunks, Recorder.
Fee $6.00

No. 67021.4 WARRANTY DEED

THIS INDENTURE, Made the 27th day of February, in the year of our Lord one thousand nine hundred and Fifty-two between Ellen Stevens of Bloomington, County of Bear Lake, State of Idaho, party of the first part, and Ermen Stevens, husband of First party, also of Bloomington, County of Bear Lake, State of Idaho, party of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the love and affection which she bears toward her husband, the said party of the second part and the sum of ten DOLLARS lawful money of the United States of America to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents does GRANT, BARGAIN, SELL, ALIEN, REMISE, RELEASE, CONVEY and CONFIRM unto the said party of the second part, and to his heirs and assigns forever, all her undivided one-half community interest which she has with her said husband in and to the following described pieces or parcels of land, situated in the county of Bear Lake, state of Idaho, to-wit:

Commencing at a point Seven rods and Four and one half (4½) feet East from the North West corner of Lot Six (6) Block Fourteen (14) Section 22, Township 14 South, Range 43 East of Boise Meridian, and running thence West Eight (8) rods and Four and one half (4½) feet; Thence South Eleven (11) rods; Thence East Eight (8) rods and Four and one half (4½) feet; Thence North Eleven (11) rods to the place of beginning, and containing 91 square rods, more or less.

Also, Lot One (1) of Block Twenty three (23) of Bloomington Townsite, in Bear Lake County, state of Idaho, as platted in Plat Book F, page 21 of the records of Bear Lake County, Idaho.

Also, Commencing at a point 5 chains and 80 links West from the Southeast corner of the Southeast quarter of Section 15, Township 14 South, Range 43 East of the Boise Meridian, U. S. Survey, and running thence West 14 chains and 23 links; Thence North 9° East 86 links; Thence North 86 degrees 6' East 14 chains and 23 links; Thence South 1 degree 50' East 1 chain and 79 links, to place of beginning and containing One acre and 142 square rods of land, be there more or less.

Also, Commencing at the Northwest corner of the Northeast quarter of Section 22 in Township 14 South of Range 43 East of Boise Meridian, and running thence South 3 chains and 18 links; Thence East 2 chains and 47 links; Thence North 3 chains and 18 links; Thence West 2 chains and 47 links to place of beginning and containing 125½ square rods of land, more or less.

Also, Commencing at a point 86 Links North from the Southwest corner of the Southeast quarter of the Southeast quarter of Section 15 in Township 14 South of Range 43 East of Boise Meridian, and running thence North 9° East 3 chains and 68 links; Thence North 87 degrees 20' East 14 chains and 5 links; Thence South 1 degree 50' East 4 chains and 30 links; Thence South 86 degrees 6' West 14 chains and 23 links to the place of beginning and containing 5 acres and 91 square rods of land.

Together with all water and water rights appurtenant to or having been used upon all of the above described land.

Also, Commencing at a point 6 chains and 73 links South 72 degrees 45' West from the Northeast corner of the Northeast quarter of Section 22, Township 14 South, Range 43 East of the Boise Meridian, and running thence South 72 degrees 45' West 11 chains and 73 links; Thence South 23 degrees 45' East 3 chains and 18 links; Thence North 79 degrees 50' East 11 chains and 38 links; Thence North 18 degrees 10' West 2 chains and 32 links to place of beginning and containing Three and 28½/160 acres more or less.

Together with all water and water rights thereunto belonging.

Also, Lot Fifteen (15) as Platted in Bear Lake County Plat Book "A", on page Seventy two (72) and further described as follows to-wit:

Commencing at a point Eight (8) chains and eighty four (84) links North from the South East corner of Section Twenty three (23) Township Fourteen (14) South of Range Forty three (43) East of Boise Meridian, in the state of Idaho, and running thence North 88 degrees 30' East Ten (10) chains; Thence North 5 degrees East Seven (7) chains and twenty (20) links; Thence South 87 degrees 30' West Fifteen (15) chains and eleven (11) links; Thence South Five degrees West seven (7) chains and thirty two (32) links; Thence North 88 degrees 30' East eight (8) chains and eleven (11) links to place of beginning and containing 13 acres and 26 square rods of ground be there more or less.

Also, Commencing at a point Six (6) chains Five (5) links North 72 degrees 30' East, and Ten (10) chains Eighty (80) links South 23 degrees East, and Five (5) chains North 67 degrees East from the North West corner of the North West quarter of Section Twenty six (26), Township Fourteen (14) South, of Range 43 East of Bois Meridian and running thence North 67 degrees East Six (6) chains; Thence North 23 degrees West Two (2) chains and Fifty (50) links; Thence South 67 degrees West Six (6) chains; Thence South 23 degrees East two (2) chains and Fifty (50) links to place of beginning and containing One (1) acre and 80 square rods of land, more or less.

Also, Beginning at a point in the middle of Bloomington Creek 607 feet North 2 degrees 10' West from the SE corner of the SW¼ of Section 25, in Township 14 South, Range 43 East of Boise Meridian, on the quarter line; Running thence North 2 degrees 10' West along the quarter line 2336 feet; Thence North 70 degrees 55' West 1638.5 feet to the middle of a road; Thence down the middle of said road South 10 degrees West 570 feet; Thence South 5 degrees 08' East 700 feet; Thence South 8 degrees 33' East 933 feet; Thence South 75 degrees 02' East 69 feet to the middle of Bloomington Creek; Thence down the middle of said creek North 50 degrees 25' East 177.4 feet; Thence North 13 degrees 07' East 341 feet; Thence North 65 degrees 39' East 454.7 feet; Thence South 68 degrees 33' East 321.3 feet; Thence South 32 degrees 49' West 306.5 feet; Thence South 58 degrees 32' East 205 feet; Thence South 70 degrees 12' East 430 feet; Thence South 11 degrees 34' East 257.5 feet; Thence South 59 degrees 26' East 140 feet to point of beginning and containing 74.79 acres of land, more or less.

108078

Warranty Deed

THIS INDENTURE, Made the 16th day of August, in the year of our Lord one thousand nine hundred and 61 between Jesse P. Rich and his wife Louise R. Rich of Logan, Cache County of Bear Lake, Utah State of Idaho, parties of the first part, and Lloyd C. Kennington of Paris County of Bear Lake State of Idaho, Party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One Thousand and no/100 DOLLARS lawful money of the United States of America to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents do GRANT, BARGAIN, SELL, ALIEN, REMISE, RELEASE, CONVEY, and CONFIRM unto the said party of the second part, and to his heirs and assigns forever, all that certain piece or parcel of land, situated in the County of Bear Lake, State of Idaho, and known and described as follows to-wit: Beginning at center of Sec. 6. Township 14S., R. 44 E.B.M; thence W. 735 feet along S. line of NW¼ Sec. 6 to E. Bank of Natural outlet channel of Bear Lake; thence by meander along East Bank of said channel as follows: North 20° East 250 feet; thence North 60°16' West 168 feet; thence North 69°40' West 313 feet; thence South 79°15' West 256 feet; thence North 38°15' West 34.06 feet, to South Line of Paris Dingle road; thence North 76° East 1512.5 feet along South line of said road to a point in East boundary of Northwest Quarter Section 6; thence South along said Quarter Section line 744.4 feet to beginning, containing 12.3 acres approx.

Also, beginning at the center of Section 6, Township 14 South Range 44 E.B.M.; thence South 699 feet to center of what is known as "Little Outlet"; thence by meander along center of said "Little Outlet" as follows: North 40°10' West 363 feet; thence South 84°02' West 349 feet; North 66°26' West 180 feet; North 1°40' East 366.52 feet to North line of Southwest Quarter Section 6; thence East 735 feet to beginning, containing 8.08 acres.

Also, commencing at the Northeast Corner of Lot 8, Section 6, Township and range aforesaid; thence West 7 chs. 33 lks. to Paris Creek; up center of Creek in Southwest direction 11 chs. to where Bloomington Creek joins Paris Creek; thence up Bloomington Creek in a southeasterly direction following its meanderings about 21 chs. to a point 2 chs. 80 lks. South 60° West from Southeast Corner of Lot 8; thence North 60° East 2 chs. 80 lks. to Southeast corner of Lot 8; North 11 chs. 80 lks. to beginning, containing 14.58 acres approximately. Together with water.

Also, Beginning at a point in the West line of lot 10, North 88°30' West 1320 feet and South 660 feet from the Southeast corner of the Northeast quarter of Section 6, Township 14 South, Range 44 E.B.M. which is the middle of a creek and on the east line of the Utah Power and Light Company's outlet canal right of way, and running thence South 20°30' East along East line of Utah Power and Light Company's right-of-way 2451 feet; thence South 68° West 140 feet; thence South 20' East 987 feet; thence North 77°15' West 496 feet; thence North 13° West 3250 feet; thence North 55° West up said creek 425 feet; thence South 85° West up center of said creek 409 feet to place of beginning, and containing 40.1 acres more or less.

Also the Government Lots 5,6,7 and 8; the East half of the West Half; all in section 18, Township 14 South, Range 44 East, Boise Meridian in Idaho.

SAVING AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL TO-WIT: Commencing at the South West Corner of the South East Quarter of the South West Quarter (South quarter corner of South West Quarter) of Section 18, Township 14 South, Range 44 East of the Boise Meridian, and running thence North 50 rods; thence East 160 rods, more or less, to the marginal survey line of lot 5 of said Section 18; thence South on the marginal survey line of said lot 5, 50 rods, more or less, to the South line of said section 18; thence West on said Section line 160 rods, more or less, to the place of beginning and containing 50 acres, more or less. Together with all water right thereunto belonging.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said part.y..... of the second part, and to .....his..... heirs and assigns forever, and said part.ies..... of the first part, and .....their.....heirs, the said premises in the quiet and peaceable possession of the said part...y..... of the second part, ...his..... heirs, and assigns against the said part...ies.... of the first part, and .....their..... heirs and against any and all persons whosoever, claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, The said part.ies..... of the first part ha.ve..... hereunto set.their hand.s..... and seal.s..... the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Jesse P. Rich (SEAL)

Louise R. Rich (SEAL)

United States of America

STATE OF Utah }
County of Cache } ss.

On this.....10th..... day of.....August..... in the year of our Lord one thousand nine hundred and..Sixty-one..... before .....Erwin T. Hawkins..... within and for said County and State personally appeared Jesse P. Rich and his wife Louise R. Rich

personally known to me to be the person..s..... whose name.....are.....subscribed to the within instrument, and duly acknowledged to me that .....they..... executed the same.

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

Erwin Hawkins

Residing at Logan, Utah.

Notart Public

Notary Public, residing at Logan, Utah. Commission expires June 25, 1965.

No. 102075

Warranty Deed

Jesse P. Rich and his wife
Louise R. Rich

TO

Lloyd C. Kennington

Dated - August 16, 1961

Office of County Recorder

STATE OF IDAHO)
County of Bear Lake) ss.

I hereby certify that this instrument was filed for record at the request of Caribou Title Co.

at 20 minutes past 4 o'clock P. m. this 12th day of April A. D. 19 76, in my office, and duly recorded in ~~XXXX~~ XXXXXXXXXX Microfilm.

Betty Wallentine
County Recorder.

By Deputy.

Fee. $ 2.00

Presented to and platted by me this ____ day of ____, 19__

Assessor.

INDEXED

WARRANTY DEED

108083

REVENUE STAMPS

For Value Received We Lloyd C. Kennington and wife Naomi L. Kennington, of Paris, Bear Lake County, Idaho, WITNESS, That the parties for and in consideration of the sum Ten ($10.00) Dollars and other valuable consideration, the grantors, does hereby grant, bargain, sell and convey unto Alan J. Alder, Gerald J. Alder of Logan, Cache County, Utah and Karl J. Alder, of Providence, Cache County, Utah.

the grantees, the following described premises, in Bear Lake County Idaho, to wit:

REAL PROPERTY:

Beginning at center of Sec. 6, Township 14 S., Range 44 East of the Boise Meridian, thence West 735 feet along South line of Northwest Sec. 6 to East bank of natural outlet channel of Bear Lake, thence by meandor along East bank of said channel as follows: North 20* East 250 feet; thence North 60* 16' West 168 feet; thence North 69* 40' West 313 feet; thence South 79* 15' West 256 feet; thence North 38* 15' West 34.06 feet, to South Line of Paris-Dingle road, thence North 76* East 1512.5 feet along South line of said road to a point in East boundary of Northwest Quarter of Section 6; thence South along said Quarter, Section line 744.4 feet to beginning, containing 12.3 acres approximately.

Also, beginning at the center of Section 6, Township 14 South Range 44 East of the Boise Meridian; thence South 699 feet to center of what is known as "Little Outlet"; thence by meander along center of said "Little Outlet" as follows: North 40* 10' West 363 feet; thence South 84*02' West 349 feet; North 66* 26' West 180 feet; North 1* 40' East 366.52 feet to North line of Southwest Quarter Section 6; thence East 835 feet to beginning, containing 8.08 acres.

Also, commencing at the Northeast Corner of Lot 8, Section 6, Township and range aforesaid; thence West 7 chs. 33 lks. to Paris Creek; up center of Creek in Southwest direction 11 chs. to where Bloomington Creek joins Paris Creek; thence up Bloomington Creek in a southeasterly direction following its meanderings about 21 chs. to a point 2 chs. 80 lks. South 60* West from Southeast Corner of Lot 8; thence North 60* East 2 chs. 80 lks. to Southeast corner of Lot 8; North 11 chs. 80 lks. to beginning, containing 14.58 acres approximately. Together with water.

Also, beginning at a point in the West line of lot 10, North 88* 30' West 1320 feet and South 660 feet from the Southeast corner of the Northeast Quarter of Section 6, Township 14 South, Range 44 East of the Boise Meridian which is the middle of a creek on the east line of the Utah Power and Light Company's outlet canal right of way, and running thence South 20* 30' East along East line of Utah Power and Light Company's right-of-way 2451 feet; thence South 68* West 140 feet; thence South 20' East 987 feet; thence North 77*12' East 496 feet; thence North 13* West 3250 feet; thence North 85* West up said creek 425 feet; thence South 85 West up center of said creek 400 feet to place of beginning, and containing 40.1 acres more or less.

Also the Government Lots 5,6,7, and 8; the East half of the West Half; all in section 18, Township 14 South, Range 44 East, Boise Meridian in Idaho.

SAVING AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL TO-WIT: Commencing at the Southwest corner of the Southeast Quarter of the Southwest Quarter (South Quarter corner of Southwest Quarter) of Section 18, Township 14 South, Range 44 East of the Boise Meridian, and running thence North 50 rods; thence East 160 rods, more or less, to the marginal survey line of lot 5 of said Section 18; thence South on the marginal survey line of said lot 5, 50 rods more or less to the South line of said section 18; thence West on said Section line 160 rods, more or less, to the place of beginning containing 50 acres, more or less. Together with all water rights thereunto belonging.

One-fifth (1/5) interest in holding yard in east edge of Paris, Idaho.
One Hundred Sixty-Two Shares of Water Right.
Transfer of least of 17 acres of Utah Power and Light property.
All rights, title, and interest in 369 acres of Government land adjoining the

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, Their heirs and assigns forever. And the said Grantors does hereby covenant to and with the said Grantees, that they are the owner in fee simple of said premises; that they are free from all incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: April,1,1967

Lloyd C. Kennington

Naomi L. Kennington

STATE OF IDAHO, COUNTY OF Bear Lake

On this 1st day of April, 1967, before me, a notary public in and for said State, personally appeared

Lloyd C. Kennington and wife
Naomi L. Kennington

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public

Residing at , Idaho

Comm. Expires

STATE OF IDAHO
County of Bear Lake } ss

I hereby certify that this instrument was filed at the request of Caribou Title Company at 4:45 o'clock P.M. this 12th day of April, 1976 in my office and duly recorded in Microfilm Records

Betty Wallentine Jeannine Parker
Ex-Officio Recorder Deputy

INDEXED

Furnished by the POCATELLO TITLE CO.

108085

WARRANTY DEED

For Value Received

KARL J. ALDER AND CLAUDIA ALDER, HUSBAND AND WIFE

the grantor , do hereby grant, bargain, sell and convey unto .

ALAN J. ALDER AND GERALD J. ALDER,

the grantee , the following described premises, in Bear Lake County Idaho, to wit:

SEE SHEET ATTACHED

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee , heirs and assigns forever. And the said Grantor do hereby covenant to and with the said Grantee , that he the owner in fee simple of said premises; that they are free from all incumbrances

and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: March 18, 1976.

Karl J. Alder

Claudia J. Alder

STATE OF IDAHO, COUNTY OF

On this day of , 19 , before me, a notary public in and for said State, personally appeared

known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that executed the same.

Notary Public

Residing at , Idaho

Comm. Expires

108085

STATE OF IDAHO } ss
County of Bear Lake }

I hereby certify that this instrument was filed at the request of Caribou Title Company at 4:55 o'clock P. M. this 12th day of April, 1976 in my office and duly recorded in Miscellan Records

Betty Wallentine Jeannine Parker
Ex-Officio Recorder Deputy

Furnished by the AMERICAN LAND TITLE CO.

INDEXED

STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES } ss.

ON MAR 18 76 19
before me, the undersigned, a Notary Public in and for said State, personally appeared Karl J. Alder And Claudia Alder

known to me to be the person S whose name S subscribed to the within instrument, and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

OFFICIAL SEAL
MELODY ANN ORR
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Commission Expires June 6, 1976

Melody Ann Orr
Notary Public in and for said State.

ACKNOWLEDGMENT—General—Wolcotts Form 838—Rev. 3-68

Tract 2:

ALSO, Beginning at the center of said Section 6, township and range aforesaid, and running
thence South 699 feet to center of what is known as "Little Outlet";
thence by meander along center of said "Little Outlet" as follows:
North 40°10' West 363 feet;
thence South 84°02' West 349 feet;
thence North 66°26' West 180 feet;
thence North 1°40' East 366.52 feet to the North line of the SW¼ of said Section 6;
thence East 735 feet,
to the point of beginning.

Tract 3:

ALSO, Beginning at the Northeast corner of Lot 8 of said Section 6, township and range aforesaid, and running
thence West 483.78 feet, more or less, to Paris Creek;
thence up center of Creek in a Southwesterly direction 726 feet to where Bloomington Creek joins Paris Creek;
thence up Boomington Creek in a Southeasterly direction following its meanderings 1386 feet to a point 184.4 feet South 60° West from the Southeast corner of Lot 8;
thence North 60° East 184.8 feet to the Southeast corner of Lot 8;
thence North 778.8 feet,
to the point of beginning.

Tract 4:

ALSO, Beginning 660 feet South of the Northeast corner of the NW¼SE¼ of said Section 6, township and range aforesaid, and running
thence South 66°15' West 132 feet;
thence North 81° West 264 feet;
thence South 68°15' West 396 feet;
thence South 83°30' West 462 feet;
thence North 76° West 198 feet;
thence North 27° West 264 feet;
thence North 88° West 528 feet;
thence North 13°20' West 396 feet;
thence South 22°10' West 330 feet;
thence South 24° East 462 feet;
thence South 6° West 412 feet, more or less, to the South one-sixteenth line;
thence East along the South one-sixteenth line 810 feet, more or less, to the Northeast corner of Lot 8;
thence South 1004 feet along the meridional section line of said Section 6;
thence North 60° East 1518 feet to the East one-sixteenth line;
thence North 924 feet along the East one-sixteenth line,
to the point of beginning.

Tract 5:

Section 18: Lots 5, 6, 7 and 8, E½W½, EXCEPT THEREFROM, the following described tract:
Beginning at the Southwest corner of the SE¼SW¼ of said Section 18, township and range aforesaid, and running
thence North 825 feet;
thence East 2640 feet, more or less, to the marginal survey

line of Lot 5, of said Section 18;
thence South on the marginal survey line of said Lot 5, 825 feet, more or less to the South line of said Section 18;
thence West on said Section line 2640 feet, more or less,
to the point of beginning.

Bear Lake County, Idaho:

Township 14 South, Range 44 East of the Boise Meridian:

Tract 1:

Section 6: Beginning at center of said Section 6, township and range aforesaid, and running
thence West 735 feet along South line of the NW¼ of Section 6 to East bank of Natural outlet channel of Bear Lake;
thence by meander along East bank of said channel as follows:
North 20° East 250 feet;
thence North 60°16' West 168 feet;
thence North 69°40' West 313 feet;
thence South 79°15' West 256 feet;
thence North 38°15' West 34.06 feet, to the South line of Paris Dingle Road;
thence North 76° East 1512.5 feet, more or less, along South line of said road to a point in East boundary of Northwest quarter section 6;
thence South along said quarter section line 744.4 feet, to the point of beginning..

117865

STATE OF IDAHO
County of Bear Lake
Date March 21, 1979
Time 1:30 P.M.
No. Microfilmed
Clerk Roy Bunderson
Deputy

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That GERALD J. ALDER and SANDRA ALDER, his wife, and ALAN J. ALDER and JEAN ALDER, his wife, hereinafter called Grantors, for and in consideration of the sum of One Hundred Thirteen Thousand Three Hundred Twenty-Five and 30/100 Dollars ($113,325.30) which sum is the true consideration for this transfer, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to the UNITED STATES OF AMERICA and its assigns, all of the real property with the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, situated in the County of Bear Lake, State of Idaho, to-wit:

ALL BEARINGS ARE BASED ON THE TRUE MERIDIAN.

T. 14 S., R. 44 E., BOISE MERIDIAN:

TRACT (17)

A TRACT OF LAND IN THE EAST 1/2 OF THE WEST 1/2 AND GOVERNMENT LOT 5, SECTION 6, ABOVESAID TOWNSHI. ND RANGE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER 1/4 CORNER OF SAID SECTION 6;

THENCE, FROM SAID POINT OF BEGINNING AND ALONG THE NORTH-SOUTH 1/4 LINE THROUGH SAID SECTION,

SOUTH 00°00'45" EAST 633.62 FEET

TO THE CENTER LINE OF WHAT IS KNOWN AS THE "LITTLE OUTLET";

THENCE, BY MEANDER ALONG THE CENTER OF SAID "LITTLE OUTLET" THE FOLLOWING COURSES:

	NORTH 46°41'09" WEST	170.53 FEET,
	NORTH 41°14'34" WEST	115.67 FEET,
	SOUTH 86°56'59" WEST	428.12 FEET,
	NORTH 24°17'33" WEST	351.62 FEET,
AND	NORTH 09°17'45" EAST	149.48 FEET

TO THE EAST-WEST 1/4 LINE THROUGH SAID SECTION 6;

THENCE, EASTERLY ALONG THE SAID EAST-WEST 1/4 LINE,

SOUTH 88°48'31" EAST 26.93 FEET

TO THE EAST BANK OF THE NATURAL OUTLET CHANNEL OF PARIS CREEK;

THENCE, NORTHERLY ALONG THE EAST BANK OF SAID CHANNEL, THE FOLLOWING COURSES:

	NORTH 22°42'17" EAST	72.72 FEET,
	NORTH 08°15'24" EAST	195.32 FEET,
	NORTH 68°31'53" WEST	479.58 FEET,
	SOUTH 75°05'28" WEST	226.94 FEET,

	SOUTH 87°11'12" WEST	93.45 FEET,
	NORTH 67°04'30" WEST	48.15 FEET,
AND	SOUTH 55°47'23" EAST	14.53 FEET

TO THE SOUTH RIGHT-OF-WAY LINE OF THE "PARIS-DINGLE" ROAD;

THENCE, EASTERLY ALONG THE SAID RIGHT-OF-WAY LINE,

NORTH 76°02'33" EAST 1500.60 FEET

TO THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 6;

THENCE, SOUTHERLY ALONG THE SAID NORTH-SOUTH 1/4 LINE,

SOUTH 00°00'45" EAST 760.46 FEET

TO THE POINT OF BEGINNING.

CONTAINING 20.29 ACRES, MORE OR LESS.

TRACT (17a)

A TRACT OF LAND BEING A PART OF THE SOUTH 1/2 OF SECTION 6, ABOVE SAID TOWNSHIP AND RANGE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT GOVERNMENT MEANDER LINE ANGLE POINT 2, SAID SECTION 6;

THENCE, FROM SAID POINT OF BEGINNING AND FOLLOWING THE GOVERNMENT MEANDER LINE ALONG THE NORTHWESTERLY SIDE OF BEAR LAKE,

SOUTH 61°31'53" WEST 1808.03 FEET

TO THE CENTER LINE OF BLOOMINGTON CREEK;

THENCE, NORTHERLY ALONG THE CENTER LINE MEANDERS OF BLOOMINGTON CREEK:

	NORTH 07°49'27" WEST	160.65 FEET,
	NORTH 00°46'44" WEST	99.79 FEET,
	NORTH 14°59'12" WEST	71.33 FEET,
	NORTH 65°20'29" WEST	53.53 FEET,
	SOUTH 76°25'02" WEST	146.58 FEET,
	NORTH 87°29'09" WEST	59.10 FEET,
	NORTH 68°10'38" WEST	73.52 FEET,
	NORTH 47°37'05" WEST	166.63 FEET,
	SOUTH 70°49'36" WEST	110.10 FEET,
	SOUTH 33°38'48" WEST	54.74 FEET,
	SOUTH 61°28'33" WEST	91.84 FEET,
AND	NORTH 25°21'12" WEST	169.73 FEET

TO THE CENTER LINE OF THE NATURAL OUTLET CHANNEL OF PARIS CREEK;

THENCE, NORTHERLY ALONG THE CENTER LINE OF THE NATURAL OUTLET CHANNEL OF PARIS CREEK:

	NORTH 67°32'41" EAST	85.68 FEET,
	NORTH 01°08'42" EAST	189.45 FEET,
	NORTH 16°20'45" EAST	155.53 FEET,

	NORTH 67°22'09" EAST	112.41 FEET,
	NORTH 85°31'46" EAST	156.58 FEET,
	NORTH 39°41'50" EAST	55.05 FEET,
AND	NORTH 10°19'34" EAST	110.64 FEET

TO THE NORTH LINE OF LOT 8, SAID SECTION 6;

THENCE, FOLLOWING SAID NORTH LINE,

	SOUTH 88°38'41" EAST	113.25 FEET

TO THE WEST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE CONVEYANCE FROM HENRY AND ANNA B. TEUCHER TO WILLIAM L. RICH, DATED JUNE 8, 1898 AND RECORDED MARCH 12, 1902 IN BEAR LAKE COUNTY OFFICIAL RECORDS;

THENCE, NORTHERLY ALONG THE SAID RICH LINE,

	NORTH 06°00' EAST	364.09 FEET,
	NORTH 24°00' WEST	462.00 FEET,
AND	NORTH 22°10' EAST	330.00 FEET

TO AN ANGLE POINT ON SAID RICH LINE;

THENCE, CONTINUING EASTERLY ALONG THE SAID RICH LINE,

	SOUTH 13°20' EAST	396.00 FEET,
	SOUTH 88°00' EAST	528.00 FEET,
	SOUTH 27°00' EAST	264.00 FEET,
	SOUTH 76°00' EAST	198.00 FEET,
	NORTH 83°30' EAST	462.00 FEET,
AND	NORTH 68°15' EAST	287.80 FEET

TO THE WEST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE CONVEYANCE FROM W.L.AND EMILY M. RICH TO THE TELLURIDE POWER COMPANY, DATED SEPTEMBER 10, 1911 AND RECORDED SEPTEMBER 13, 1912 IN BEAR LAKE COUNTY OFFICIAL RECORDS;

THENCE, SOUTHEASTERLY ALONG THE SAID TELLURIDE POWER COMPANY WEST LINE,

	SOUTH 20°16' EAST	759.58 FEET

TO THE NORTHEASTERLY EXTENSION OF THAT CERTAIN COURSE FROM THE MEANDER CORNER BETWEEN SECTION 6 AND 7 TO ANGLE POINT 2, SECTION 6, ABOVESAID MEANDER LINE;

THENCE, SOUTHWESTERLY ALONG SAID MEANDER LINE EXTENSION,

	SOUTH 61°31'53" WEST	101.96 FEET

TO THE POINT OF BEGINNING.

CONTAINING 56.29 ACRES, MORE OR LESS.

TRACT (17b)

A TRACT OF LAND BEING A PART OF SECTION 18, SAID TOWNSHIP AND RANGE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MEANDER CORNER BETWEEN SECTIONS 7 AND 18, ABOVE-SAID TOWNSHIP AND RANGE;

THENCE, FROM SAID POINT OF BEGINNING AND FOLLOWING THE GOVERNMENT MEANDER LINE ALONG THE WESTERLY SIDE OF BEAR LAKE,

SOUTH 37°19'49" EAST 918.18 FEET

TO ANGLE POINT 1 OF SAID MEANDER LINE;

THENCE, CONTINUING ALONG SAID MEANDER LINE,

SOUTH 20°17'21" WEST 2426.39 FEET

TO ANGLE POINT 2 OF SAID MEANDER LINE;

THENCE, CONTINUING ALONG SAID MEANDER LINE,

SOUTH 33°09'47" EAST 1099.32 FEET

TO ANGLE POINT 3 OF SAID MEANDER LINE;

THENCE, CONTINUING ALONG SAID MEANDER LINE,

SOUTH 60°16'21" WEST 394.72 FEET

TO ANGLE POINT 4 of SAID MEANDER LINE;

THENCE, CONTINUING ALONG SAID MEANDER LINE,

SOUTH 11°31'59" EAST 300.63 FEET

TO A POINT THAT IS NORTHERLY 825.0 FEET (WHEN MEASURED AT RIGHT ANGLES TO) THE SOUTH LINE OF SAID SECTION 18;

THENCE, PARALLEL TO AND 825.0 FEET NORTHERLY OF (WHEN MEASURED AT RIGHT ANGLES TO) SAID SOUTH LINE,

SOUTH 89°58'23" WEST 1214.70 FEET

TO A POINT ON THE NORTH-SOUTH 1/4 LINE THROUGH SAID SECTION 18;

THENCE, CONTINUING PARALLEL TO AND 825.00 FEET NORTHERLY OF (WHEN MEASURED AT RIGHT ANGLES TO) SAID SOUTH LINE,

NORTH 89°57'48" WEST 1321.14 FEET

TO A POINT ON THE EAST LINE OF LOT 4 OF SAID SECTION 18;

THENCE, NORTHERLY ALONG THE EAST LINE OF LOTS 4 AND 3 OF SAID SECTION,

NORTH 00°06'33" WEST 1795.88 FEET

TO THE NORTHEAST CORNER OF SAID LOT 3, ALSO BEING ON THE EAST-WEST 1/4 LINE THROUGH SAID SECTION;

THENCE, NORTHERLY ALONG THE EAST LINE OF LOTS 2 AND 1,

NORTH 00°06'02" WEST 2618.36 FEET

TO THE NORTHEAST CORNER OF SAID LOT 1, ALSO BEING ON THE NORTH LINE OF SAID SECTION;

THENCE, EASTERLY ALONG THE SAID NORTH LINE,

NORTH 89°56'14" EAST 1321.55 FEET

TO THE 1/4 CORNER COMMON TO SECTION 7 AND SAID SECTION 18, SAID TOWNSHIP AND RANGE;

THENCE, CONTINUING EASTERLY ALONG THE NORTH LINE OF SAID SECTION 18,

NORTH 89°58'26" EAST 1188.19 FEET

TO THE TRUE POINT OF BEGINNING.

CONTAINING 266.83 ACRES, MORE OR LESS.

The above tracts contain in the aggregate 343.41 acres, more or less.

Together with all water, water rights, water appropriations, ditches, ditch rights-of-way and ditch rights as heretofore used and enjoyed in connection with the above described lands.

RESERVING UNTO THE GRANTORS, their successors and assigns, the right to prospect for, mine, or remove oil and gas from the above described lands for a period of 20 years from the date of this deed, and so long thereafter as oil or gas is produced from said lands, or so long as Grantors, their successors and assigns, conduct drilling or reworking operations thereon with no cessation for more than sixty consecutive days until production results and if production results, so long as oil or gas is produced. The Grantors reserve unto themselves, their successors and assigns, the right to ingress and egress over the said lands in the exercise of the rights reserved herein.

In the event of oil or gas being discovered and developed, the Grantors covenant and agree that forty percent (40%) of the Grantors' interest in all oil and gas produced shall be paid to the United States, until the purchase price for the land has been recovered by the United States. This provision shall be exercised at the option of the United States in the event such oil or gas development should leave the land unusable for refuge purposes.

This provision for payment of forty percent (40%) of the Grantors' royalty interest to the United States shall apply to the royalties reserved in the existing lease hereinafter referred to, as well as to any leases hereafter executed by Grantors, their successors or assigns. All remaining royalties shall be recovered by the Grantors, their successors and assigns.

The land is now subject to the oil and gas lease in favor of Gerald A. Hancock, as per lease of record in the office of the County Clerk of Bear Lake County, Idaho, Instrument No. 107633 and this conveyance is subject to the rights of the lessee in said lease.

The oil and gas reservation made by the Grantors, their successors or assigns, after the expiration of the said lease to Hancock, shall contain the following stipulations for the protection of the United States.

The exploration by the Grantors, their successors or assigns, the drilling for, development of, and the transportation or removal of oil and gas, and the control of abandoned wells or wells taken out of production, shall be conducted by the most approved methods as dictated by State law, and paramount consideration shall be given to the prevention of contamination by oil, field brine or of any other oil field contaminants or damage of the lands for wildlife refuge purposes. All structures erected for drilling, development, transportation or removal of oil or gas shall be held to a minimum. Any production waste in proximity to the sources must be confined as to prevent escape.

Provision must be made for the removal of oil field brine, by pipeline or other approved method, so as not to contaminate the lands or the waters of the refuge. In the event any damage to the lands or water, or lands and water, the Secretary of the Interior will be the sole authority in determining the extent of the damage immediately apparent or that may be reasonably anticipated growing out of the leakage of such contaminants.

It is mutually understood and agreed that in the exercise and use of the reservations herein, the Grantors, their successors and assigns, shall not disturb, damage, or destroy any improvements or property of the United States, within the refuge area and all such property so damaged or destroyed shall be replaced or repaired, at the option of the Secretary of the Interior, by the United States at the cost of the Grantors or by the Grantors; nor shall the Grantors, their successors and assigns, agents and employees, cut, burn, or destroy any timber, grass, or other natural growth within the refuge, nor shall the Grantors, their successors and assigns, agents and employees, take any bird, or nest or egg, or any other wildlife species except by written permission of the Secretary of the Interior or his duly authorized agent.

The use, occupation, and operation of the reservations retained herein, shall be subordinate to and subject to such rules and regulations as may be prescribed by the Secretary of the Interior governing the use, occupation, protection, and administration of land within the National Wildlife Refuge System under and in compliance with the provisions of Section 6 of the Act of February 18, 1929 (45 Stat. 1222), as amended by Section 301 of the Act of June 15, 1935 (49 Stat. 381).

The above land is acquired by the United States for the use of Fish and Wildlife Service, Department of the Interior, pursuant to Section 6 of the Act of February 18, 1929 (45 Stat. 1222), as amended by Section 301 of the Act of June 15, 1935 (49 Stat. 381) and the Migratory Bird Hunting Stamp Act of March 16, 1934, as amended.

To Have and To Hold the above described premises to the United States of America and its assigns, forever.

The Grantors hereby covenant to and with the United States and its assigns, that Grantors are lawfully seized in fee simple of the above granted premises, have a good and lawful right and power to sell and convey the same, that the same are free and clear of all encumbrances and that Grantors will warrant and forever defend the title thereto and quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Dated this 20 day of March, 1979.

Gerald J. Alder

Sandra Alder

Alan J. Alder

Jean Alder

ACKNOWLEDGMENT

STATE OF Utah)
) ss
County of Cache)

On this 20th day of March, 19 79, before me the undersigned, a Notary Public in and for the State of Utah, duly commissioned and sworn personally appeared Gerald J. Alder and Sandra Alder known to me to be the individuals described in and who executed the foregoing instrument and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of Utah residing at Logan

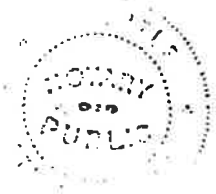
My Commission Expires: January 12, 1983

ACKNOWLEDGMENT

STATE OF Utah)
) ss
County of Cache)

On this 20th day of March, 19 79, before me the undersigned, a Notary Public in and for the State of Utah, duly commissioned and sworn personally appeared Alan J. Alder and Jean Alder known to me to be the individuals described in and who executed the foregoing instrument and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Notary Public in and for the State of Utah residing at Logan

My Commission Expires: January 12, 1983

Flying S Title and Escrow of Idaho, Inc.
469 Washington St
Montpelier, ID 83254
Phone: (208)847-1300 / Fax: (208)847-1314

PR: AFFGRP **Ofc:** 38 (14077)

Final Invoice

To: US Fish and Wildlife Service
911 NE 11th Ave.
Portland, OR 97232

Invoice No.: 14077 - 381001176
Date: 12/05/2023
Our File No.: 1120952-MON
Title Officer: Carrie Hemmert
Escrow Officer:
Customer ID: 481829

Attention: Danielle Zarlengo
Your Ref.: USA Tract #17-I

Liability Amounts

RE: **Property:**
, ID

Buyers:
Sellers: United States of America

Description of Charge	Invoice Amount
Guarantee-Recorded Document Guarantee	$350.00
Work Charge - Copies 14 pages	$14.00

INVOICE TOTAL **$364.00**

Comments:

Thank you for your business!

To assure proper credit, please send a copy of this Invoice and Payment to:
Attention: Accounts Receivable Department
NOTE NEW REMITTANCE ADDRESS, LB# 1083, Flying S Title and Escrow, PO Box 35146
Seattle, WA 98124-5146

GUARANTEE

Issued by

Flying S Title and Escrow of Idaho, Inc.
469 Washington St, Montpelier, ID 83254
Title Officer: Carrie Hemmert
Phone: (208)847-1300
FAX: (208)847-1314

First American Title™

Form 5010500 (7-1-14)

Guarantee Number: 501055-

Guarantee Face Page

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

First American Title™

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

This jacket was created electronically and constitutes an original document

First American Title

Guarantee

Recorded Document Guarantee
ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
5010500-1120952-MON

LIABILITY: **$3,500.00** ORDER NO.: **1120952-MON**

FEE: **$350.00** REFERENCE NO.: **USA Tract #17-I**

First American Title Insurance Company
a Nebraska corporation, herein called the Company,
SUBJECT TO THE TERMS, LIMITATIONS AND CONDITIONS OF
THE APPLICATION FOR THIS GUARANTEE
EXECUTED ON November 30, 2023
WHICH APPLICATION, OR COPY THEREOF, IS ATTACHED HERETO AND
MADE A PART OF

GUARANTEES

The United States of America

herein called the Assured, against loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

Any claim or other notice to the Company shall be in writing and shall be addressed to the Company at 1 First American Way, Santa Ana, California 92707.

THIS GUARANTEE IS NOT VALID AND THE COMPANY SHALL HAVE NO LIABILITY HEREUNDER UNLESS THE APPLICATION REFERRED TO ABOVE OR COPY THEREOF AND SCHEDULE A ARE ATTACHED HERETO.

Dated: **November 15, 2023** at **7:30 A.M.**

By:
Authorized Countersignature

First American Title

Recorded Document Guarantee

ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
5010500-1120952-MON

Schedule A

Order No.: 1120952-MON

The assurances referred to on the face page are, that, based on a search of the records indicated in the Application referred to on the face page hereof, the following identified and attached documents constitute all of the Designated Documents requested in the Application.

Designated Documents:

1. Judgment recorded July 9, 1979 as instrument number 118636

2. Amended Judgment recorded September 5, 1979 as instrument number 119395

3. Warranty Deed recorded October 29, 1979 as instrument number 119996

APPLICATION FOR THE ISSUANCE OF A RECORDED DOCUMENT GUARANTEE

Applicant, for the purpose of purchase, sale, lease or loan, is in the process of investigating the prior ownerships and uses of the Subject Property. As only a component of that investigation, Applicant hereby requests the Company to furnish Applicant with a Recorded Document Guarantee, which Guarantee will set forth and attach copies of the Designated Documents. The Guarantee is being provided to Applicant solely for the purpose of facilitating any innocent landowner or purchaser defenses which may be available under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended. It is provided for the sole use and benefit of Applicant and may not be used or relied upon by any other party.

1. The following terms when used in the Application and the Recorded Document Guarantee shall mean:

   a. **Applicant** - The party or parties which have executed this Application and which are shown as the Assured in the Guarantee.

   b. **CERCLA** - Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

   c. **Company** - First American Title Insurance Company.

   d. **Designated Documents** - Those documents specifically designated by Applicant in paragraphs 3a or 3b, and in paragraph 4 and which describe the Subject Property or any portion thereof and which are not Excluded Documents.

   e. **Excluded Documents** - Any of the following:

      (i) documents indexed in the Company's title plant records by name only,

      (ii) documents pertaining to an estate or interest in minerals, gas and oil, or other hydrocarbon substances,
      (iii) documents pertaining to water rights, claims or title to water, or
      (iv) documents recorded or indexed outside the chain of title, whether or not the documents impart constructive notice to purchasers of the Subject Property for value and without knowledge.

   f. **Guarantee** - Recorded Document Guarantee.

   g. **Land Records** - Those records in which under state statutes the Designated Documents must be recorded in order to impart constructive notice to purchasers of the Subject Property for value and without knowledge.

   h. **Subject Property** - The real property described in the Application, but not including any severed mineral estate.

2. The Subject Property is described as follows:
USA Tract #17-I - Described in Warranty Deed recorded as Instrument No. 119996

3. Applicant hereby requests the Company to issue the Guarantee identifying only the following Designated Documents which are:

a. X currently posted in the Company's title plant and which were recorded in the Land Records

from January 1, 1932 (Date) through November 15, 2023 (Date).

b. _____ recorded and indexed in the grantor-grantee indices in the Land Records of

_____
Name of County and State

from _____ (Date) through _____ (Date).

4. Designated Documents as defined in paragraph 1(d) above:

a. X Deeds

b. _____ Leases and Subleases

c. _____ Mortgages/Deeds of Trust

d. _____ Environmental Protection Liens recorded pursuant to CERCLA

e. _____ All documents

5. Applicant specifically instructs the Company to disclose in the Guarantee only the Designated Documents indicated above. Applicant understands that during the course of searching the records covered by the Guarantee the Company may find or have knowledge of documents of a type other than the Designated Documents requested by Applicant. Even if the Company knows or would have reason to know Applicant may have an interest in these other documents, Applicant imposes no duty or responsibility on the Company to disclose those documents or their content to Applicant either through the Guarantee or otherwise.

6. BY THE EXECUTION AND SUBMISSION OF THIS APPLICATION TO THE COMPANY, APPLICANT ACKNOWLEDGES AND SUBMITS:

a. That the Company's sole obligation under the Guarantee, and this Application, shall be to conduct a search in accordance with the terms and provisions of this Application and to furnish copies of the Designated Documents to Applicant as a part of the Guarantee. The Company shall have no obligation to read, examine, or interpret the Designated Documents.

b. That the Company shall not be obligated under this Guarantee to pay any costs, attorneys' fees, or expenses incurred in any action, proceeding, or other claim brought against Applicant.

c. That the Guarantee is limited in scope and is not an abstract of title, title opinion, preliminary or title report, or commitment to issue title insurance.

d. That the Guarantee is not to be relied upon by Applicant or any other person as a representation of the status of title to the Subject Property.

e. That Applicant shall have no right of action against the Company, whether or not based on negligence, except under the terms and provisions of, and subject to all limitations of, this Application and the Guarantee.

f. That the Guarantee is not valid and the Company shall have no liability thereunder unless this Application, or copy thereof, is attached thereto.

g. That the Guarantee does not assure that Applicant will be entitled to any innocent landowner or purchaser defenses which may be available under CERCLA.

LIMITATION OF LIABILITY

APPLICANT RECOGNIZES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF DAMAGES WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN THE GUARANTEE. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITIES PURSUANT TO CERCLA. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED GUARANTEE UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF THIS LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THIS LIMITATION IS AS FOLLOWS:

APPLICANT AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS GUARANTEE, THAT THE COMPANY SHALL BE LIABLE TO APPLICANT UNDER THIS GUARANTEE ONLY IN THE EVENT THAT ENVIRONMENTAL HAZARDOUS WASTE OR TOXIC SUBSTANCE CLEAN-UP COSTS OR PENALTIES ARE ACTUALLY IMPOSED ON APPLICANT, OR AGAINST THE SUBJECT PROPERTY, SOLELY BY REASON OF AN ERROR OR OMISSION BY THE COMPANY IN FAILING TO IDENTIFY AND ATTACH THE DESIGNATED DOCUMENTS TO THE GUARANTEE, WHICH ERROR OR OMISSION BY THE COMPANY HAS CAUSED APPLICANT TO FAIL TO COMPLY WITH THE REQUIREMENTS FOR DUE DILIGENCE INQUIRY OF PRIOR OWNERSHIPS AND USES IN CONNECTION WITH THE INNOCENT LANDOWNER OR PURCHASER DEFENSES UNDER CERCLA; AND THEN THE LIABILITY SHALL BE A ONE-TIME PAYMENT TO APPLICANT OF $ 3,500.00 .

ACCORDINGLY, APPLICANT REQUESTS THAT THE GUARANTEE BE ISSUED WITH THIS LIMITATION AS A PART OF THE CONSIDERATION THAT APPLICANT GIVES THE COMPANY TO PREPARE AND ISSUE THE GUARANTEE.

APPLICANT CERTIFIES THAT HE HAS READ AND UNDERSTANDS ALL OF THE TERMS, LIMITATIONS AND CONDITIONS OF THIS APPLICATION.

Executed this 30th day of November, 2023.

DANIELLE ZARLENGO Digitally signed by DANIELLE ZARLENGO
Date: 2023.11.30 12:22:53 -08'00'

(Applicant's Signature Provision)

(This application must be signed by the Applicant itself or an attorney at law representing the Applicant.)

EXHIBIT 'A'

File No.: **1120952-MON (ch)**

T. 14 S., R. 44 E., Boise Meridian

Tract (17-I)

A tract of land in the Northeast ¼ of the Southwest ¼, in Section 6, being more particularly described as follows:

Beginning at a point on the North line of Lot 8, said section from which said point of beginning the Northeast corner of said Lot 8 bears
South 88°38'41" East 782.02 feet distant;
Thence, from said point of beginning, westerly along the North line of said Lot 8,
North 88°38'41" West 113.25 feet to the center line of the natural outlet channel of Paris Creek;
Thence, Northerly along said center line,
North 01°52'11" East 254.40 feet, and
North 08°18'11" East 364.09 feet to the West line of the certain tract of land described in the conveyance from Henry and Anna B. Teuscher to William L. Rich, dated June 8, 1898 and recorded March 12, 1902 in Bear Lake County official records;
Thence, leaving said center line, Southeasterly and Southerly along the said Rich West line,
South 24°00'00" East 236.32 feet, and
South 06°00'00" West 364.09 feet to the point of beginning.

118636

STATE OF IDAHO } ss 98811
County of Bear Lake }

I hereby certify that this instrument was filed for record at the request of _____ at _____ o'clock _____ M this _____ day of _____, 19____ in my office and duly recorded in Microfilm Records _____

_____ Deputy

INDEXED

A. Bruce Larson
TRANSTRUM, BUDGE & LARSON, CHARTERED
Attorney for Plaintiffs
240 S. Main-P.O. Box 833
Soda Springs, Idaho 83276
Telephone: 547-2186

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BEAR LAKE

ALLEN J. ALDER and JEAN ALDER, husband and wife, and GERALD J. ALDER and SANDRA ALDER, husband and wife,

Plaintiffs,

vs.

ALL UNKNOWN CLAIMANTS TO THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:

Case No. 3050

JUDGMENT

PARCEL #1: Township 14 South, Range 44 East of the Boise Meridian. A tract of land in the Northeast 1/4 of the Southwesterly 1/4, in Section 6, being more particularly described as follows: Beginning at a point on the North line of Lot 8, said Section, from which said point of beginning, the Northeast corner of said Lot 8 bears South 88°38'41" East 782.02 feet distant; thence, from said point of beginning, Westerly along the North line of said Lot 8, North 88°38'41" West 113.25 feet to the center line of the Natural Outlet Channel of Paris Creek; thence, Northerly along said center line, North 01°52'11" East 254.40 feet, and North 08°18'11" East 324.44 feet, to the West line of that certain tract of land described in the conveyance from Henry and Anna B. Teuscher to William L. Rich, dated June 8, 1898 and recorded March 12, 1902, in Bear Lake County official records; thence leaving said center line, Southeasterly and Southerly along the said Rich West line South 24°00'00" East 236.32 feet, and South 06°00'00" West 364.09 feet to the point of beginning.

PARCEL #2: A tract of land in the Northeast 1/4 of the Southwest 1/4, and Lot 9, in Section 6, being

more particularly described as follows: Beginning at the center 1/4 corner of said Section 6; thence, from said point of beginning, along the East-West 1/4 line through said Section 6, South 88°48'31" 88.95 feet to the West line of that certain tract of land described in the conveyance from Heber C. and Louisa Smedley to the Telluride Power Company dated April 1, 1912, in Bear Lake County official records; thence, along said West line, South 02°10'59" West 880.25 feet to the North line of that certain tract of land described in the conveyance from Henry and Anna B. Teuscher to William L. Rich, dated June 8, 1898, and recorded March 12, 1902, in Bear Lake County official records; thence, Westerly along said North line, the following courses: North 76°00' West 127.07 feet, North 27°00' West 264.00 feet, North 88°00' West 528.00 feet, North 13°20' West 396.00 feet, and South 22°10' West 330.00 feet to the center line of the Natural Outlet Channel of Paris Creek; thence, Northerly along said center line, the following courses: North 35°55'27" West 123.28 feet, North 17°41'38" East 143.01 feet, North 23°55'06" East 143.66 feet, and North 44°01'01" East 217.92 feet to the center line of the Little Outlet Channel; thence, Southeasterly along said center line, the following courses: South 09°17'45" West 146.36 feet, South 24°17'33" East 351.62 feet, North 86°36'59" East 428.12 feet, South 41°14'34" East 115.67 feet, and South 46°41'09" East 170.53 feet to the North-South 1/4 line through said Section 6; thence, along said North-South 1/4 line, North 00°00'45" West 633.62 feet to the point of beginning.

PARCEL #3: A tract of land in Lot 9, Section 6, abovesaid Township and Range, being more particularly described as follows: Beginning at Government meander line angle point 2, said Section 6; thence, along the Northeasterly extension of that certain course from the meander corner between Section 6 and 7 to angle point 2, Section 6, abovesaid meander line, North 61°31'53" East 101.96 feet to the West line of that certain tract of land described in the conveyance from William L. and Emily M. Rich to the Telluride

Power Company, dated September 10, 1911, and recorded September 13, 1912, in Bear Lake County official records; thence, Southeasterly along said line, South 20°16'00" East 45.98 feet to the Government meander line on the Northerly side of Bear Lake; thence, Westerly along said meander line South 87°02'00" West 105.70 feet, to the point of beginning.

Defendants.

WHEREAS, it appears and the Court finds:

That the service of Summons in the above-entitled action was duly made upon the defendants by publication of the same once a week for four consecutive weeks ending December 15, 1978, in The News-Examiner, a public newspaper published in the City of Montpelier, County of Bear Lake, State of Idaho.

Thereinafter the time within which said defendants were required to appear and plead herein has expired; that they have not appeared herein; that no answer, motion or other written pleading has been served or filed herein; and that the default of said defendants was duly and regularly entered on the ___ day of _____, 1979; that the Court has heard proof of the allegations of said Complaint and has required the plaintiffs' witnesses to be examined on oath respecting the ownership and possession of the real property described in the said Complaint; and the Court being satisfied that the allegations of the Complaint are true and that the relief asked for should be granted;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the plaintiffs own in fee simple and are entitled to the quiet and peaceful possession of that certain parcel of land situated in the County of Bear Lake, State of Idaho, described as follows:

> PARCEL #1: Township 14 South, Range 44 East of the Boise Meridian. A tract of land in the Northeast 1/4 of the Southwesterly 1/4, in Section 6, being more particularly described as follows: Beginning at a point on the North line of Lot 8, said Section, from which said point of beginning, the Northeast corner of said Lot 8 bears South 88°38'41" East 782.02 feet distant; thence, from said point of beginning, Westerly along the North line of said Lot 8, North 88°38'41" West 113.25 feet to the center line of the Natural Outlet Channel of Paris Creek; thence, Northerly along said center line, North 01°52'11" East 254.40 feet, and North 08°18'11" East 324.44 feet, to the West line of that certain tract of land described in the conveyance from Henry and Anna B.

Teuscher to William L. Rich, dated June 8, 1898, and recorded March 12, 1902, in Bear Lake County official records; thence leaving said center line, Southeasterly and Southerly along the said Rich West line South 24°00'00" East 236.32 feet, and South 06°00'00" West 364.09 feet to the point of beginning.

PARCEL #2: A tract of land in the Northeast 1/4 of the Southwest 1/4, and Lot 9, in Section 6, being more particularly described as follows: Beginning at the center 1/4 corner of said Section 6; thence, from said point of beginning, along the East-West 1/4 line through said Section 6, South 88°48'31" 88.95 feet to the West line of that certain tract of land described in the conveyance from Heber C. and Louisa Smedley to the Telluride Power Company dated April 1, 1912, in Bear Lake County official records; thence, along said West line, South 02°10'59" West 880.25 feet to the North line of that certain tract of land described in the conveyance from Henry and Anna B. Teuscher to William L. Rich, dated June 8, 1898, and recorded March 12, 1902, in Bear Lake County official records; thence, Westerly along said North line, the following courses: North 76°00' West 127.07 feet, North 27°00' West 264.00 feet, North 88°00' West 528.00 feet, North 13°20' West 396.00 feet, and South 22°10' West 330.00 feet to the center line of the Natural Outlet Channel of Paris Creek; thence, Northerly along said center line, the following courses: North 35°55'27" West 123.28 feet, North 17°41'38" East 143.01 feet, North 23°55'06" East 143.66 feet, and North 44°01'01" East 217.92 feet to the center line of the Little Outlet Channel; thence, Southeasterly along said center line, the following courses: South 09°17'45" West 146.36 feet, South 24°17'33" East 351.62 feet, North 86°56'59" East 428.12 feet, South 41°14'34" East 115.67 feet, and South 46°41'09" East 170.53 feet to the North-South 1/4 line through said Section 6: thence, along said North-South 1/4 line, North 00°00'45" West 633.62 feet to the point of beginning.

PARCEL #3: A tract of land in Lot 9, Section 6, abovesaid Township and Range, being more particularly described as follows: Beginning at Government meander line angle point 2, said Section 6; thence, along the Northeasterly extension of that certain course from the meander corner between Section 6 and 7 to angle point 2, Section 6, abovesaid meander line, North 61°31'53" East 101.96 feet to the West line of that certain tract of land described in the conveyance from William L. and Emily M. Rich to the Telluride Power Company, dated September 10, 1911, and recorded September 13, 1912, in Bear Lake County official records; thence, Southeasterly along said line, South 20°16'00" East 45.08 feet to the Government meander line on the Northerly side of Bear Lake; thence, Westerly along said meander line South 87°02'00" West 105.70 feet, to the point of beginning.

2. That the plaintiffs' title to said real property is hereby ever quiet against any and all claims or demands of the defendants and any person claiming under them to any estate, right, title, lien or interest in said real property.

3. That defendants and any person claiming under them are permanently enjoined and restrained from asserting any legal claims or

interest in or to said real property or any part thereof.

DATED this 6th day of July, 1979.

Francis J. Rasmussen
District Judge

DISTRICT COURT
SIXTH JUDICIAL DISTRICT
BEAVERHEAD COUNTY
JUL 6 1979
3:30 P.M. 3096
Peggy Burgess
Deputy
Clerk Burgess

A. Bruce Larson
TRANSTRUM, BUDGE & LARSON, CHARTERED
Attorney for Plaintiffs
240 S. Main-P.O. Box 833
Soda Springs, Idaho 83276
Telephone: 547-2186

119905

STATE OF IDAHO
County of Bear Lake
Date Sept 5, 1979
Time 11:55 AM
No. Filed
Clerk Roy Bundersen
Jo Bentsen, Dept.

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BEAR LAKE

ALLEN J. ALDER and JEAN ALDER, husband and wife, and GERALD J. ALDER and SANDRA ALDER, husband and wife,

Plaintiffs,

vs.

ALL UNKNOWN CLAIMANTS TO THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:

Case No. 3050

AMENDED JUDGMENT

PARCEL #1: Township 14 South, Range 44 East of the Boise Meridian. A tract of land in the Northeast 1/4 of the Southwest 1/4, in Section 6, being more particularly described as follows: Beginning at a point on the North line of Lot 8, said Section, from which said point of beginning, the Northeast corner of said Lot 8 bears South 88°38'41" East 782.02 feet distant; thence, from said point of beginning, Westerly along the North line of said Lot 8, North 88°38'41" West 113.25 feet to the center line of the Natural Outlet Channel of Paris Creek; thence, Northerly along said center line, North 01°52'11" East 254.40 feet, and North 08°18'11" East 324.44 feet, to the West line of that certain tract of land described in the conveyance from Henry and Anna B. Teuscher to William L. Rich, dated June 8, 1898, and recorded March 12, 1902, in Bear Lake County official records; thence leaving said center line, Southeasterly and Southerly along the said Rich West line, South 24°00'00" East 236.32 feet, and South 06°00'00" West 364.09 feet to the point of beginning.

PARCEL #2: A tract of land in the Northeast 1/4 of the Southwest 1/4, and Lot 9, in Section 6, being

more particularly described as follows: Beginning at the center 1/4 corner of said Section 6; thence, from said point of beginning, along the East-West 1/4 line through said Section 6, South 88°48'31" East 88.85 feet to the West line of that certain tract of land described in the conveyance from Heber C. and Louisa Smedley to the Telluride Power Company dated April 1, 1912, and recorded June 4, 1912, in Bear Lake County official records; thence, along said West line, South 02°10'59" West 880.25 feet to the North line of that certain tract of land described in the conveyance from Henry and Anna B. Teuscher to William L. Rich, dated June 8, 1898, and recorded March 12, 1902, in Bear Lake County official records; thence, Westerly along said North line, the following courses: North 76°00' West 127.07 feet, North 27°00' West 264.00 feet, North 88°00' West 528.00 feet, North 13°20' West 396.00 feet, and South 22°10' West 330.00 feet to the center line of the Natural Outlet Channel of Paris Creek; thence, Northerly along said center line, the following courses: North 35°55'27" West 123.28 feet, North 17°41'38" East 149.01 feet, North 23°55'06" East 143.66 feet, and North 44°01'01" East 217.92 feet to the center line of the Little Outlet Channel; thence, Southeasterly along said center line, the following courses: South 09°17'45" West 146.36 feet, South 24°17'33" East 351.62 feet, North 86°56'59" East 428.12 feet, South 41°14'34" East 115.67 feet, and South 46°41'09" East 170.53 feet to the North-South 1/4 line through said Section 6, thence, along said North-South 1/4 line, North 00°00'45" West 633.62 feet to the point of beginning.

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Power Company, dated September 10, 1911, and recorded September 13, 1912, in Bear Lake County official records; thence, Southeasterly along said line, South 20°16' East 45.98 feet to the Government meander line on the Northerly side of Bear Lake; thence, Westerly along said meander line, South 87°02'00" West 105.70 feet, to the point of beginning.

Defendants.

WHEREAS, it appears and the Court finds:

That the service of Summons in the above-entitled action was duly made upon the defendants by publication of the same once a week for four consecutive weeks ending June 14, 1979, in The News-Examiner, a public newspaper published in the City of Montpelier, County of Bear Lake, State of Idaho.

Thereinafter the time within which said defendants were required to appear and plead has expired; that they have not appeared herein; that no answer, motion or other written pleading has been served or filed herein; and that the default of said defendants was duly and regularly entered on the 6th day of July, 1979; that the Court has heard proof of the allegations of said Complaint and has required the plaintiff's witnesses to be examined on oath respecting the ownership and possession of the real property described in the said Complaint; and the Court being satisfied that the allegations of the Complaint are true and that the relief asked for should be granted,

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the plaintiffs own in fee simple and are entitled to the quiet and peaceful possession of that certain parcel of land situated in the County of Bear Lake, State of Idaho, described as follows:

> PARCEL #1: Township 14 South, Range 44 East of the Boise Meridian. A tract of land in the Northeast 1/4 of the Southwest 1/4, in Section 6, being more particularly described as follows: Beginning at a point on the North line of Lot 8, said Section, from which said point of beginning, the Northeast corner of said Lot 8 bears South 88°38'41" East 782.02 feet distant; thence, from said point of beginning, Westerly along the North line of said Lot 8, North 88°38'41" West 113.25 feet to the center line of the Natural Outlet Channel of Paris Creek; thence, Northerly along said center line, North 01°52'11" East 254.40 feet, and North 08°18'11" East 324.44 feet, to the West line of that certain tract of land described in the conveyance from Henry and Anna B. Teuscher to William L. Rich, dated June 8, 1898, and

recorded March 12, 1902, in Bear Lake County official records; thence leaving said center line, Southeasterly and Southerly along the said Rich West line, South 24°00'00" East 236.32 feet, and South 06°00'00" West 364.09 feet to the point of beginning.

PARCEL #2: A tract of land in the Northeast 1/4 of the Southwest 1/4, and Lot 9, in Section 6, being more particularly described as follows: Beginning at the center 1/4 corner of said Section 6; thence, from said point of beginning, along the East-West 1/4 line through said Section 6, South 88°48'31" East 88.85 feet to the West line of that certain tract of land described in the conveyance from Heber C. and Louisa Smedley to the Telluride Power Company dated April 1, 1912, and recorded June 4, 1912, in Bear Lake County official records; thence, along said West line, South 02°10'59" West 880.25 feet to the North line of that certain tract of land described in the conveyance from Henry and Anna B. Teuscher to William L. Rich, dated June 8, 1898, and recorded March 12, 1902, in Bear Lake County official records; thence, Westerly along said North line, the following courses: North 76°00' West 127.07 feet, North 27°00' West 264.00 feet, North 88°00' West 528.00 feet, North 13°20' West 396.00 feet, and South 22°10' West 330.00 feet to the center line of the Natural Outlet Channel of Paris Creek; thence, Northerly along said center line, the following courses: North 35°55'27" West 123.28 feet, North 17°41'38" East 149.01 feet, North 23°55'06" East 143.66 feet, and North 44°01'01" East 217.92 feet to the center line of the Little Outlet Channel; thence, Southeasterly along said center line, the following courses: South 09°17'45" West 146.36 feet, South 24°17'33" East 351.62 feet, North 86°56'59" East 428.12 feet, South 41°14'34" East 115.67 feet, and South 46°41'09" East 170.53 feet to the North-South 1/4 line through said Section 6, thence, along said North-South 1/4 line, North 00°00'45" West 633.62 feet to the point of beginning.

PARCEL #3: A tract of land in Lot 9, Section 6, abovesaid Township and Range, being more particularly described as follows: Beginning at Government meander line angle point 2, said Section 6; thence, along the Northeasterly extension of that certain course from the meander corner between Section 6 and 7 to angle point 2, Section 6, abovesaid meander line, North 61°31'53" East 101.96 feet to the West line of that certain tract of land described in the conveyance from W. L. and Emily M. Rich to the Telluride Power Company, dated September 10, 1911, and recorded September 13, 1912, in Bear Lake County official records; thence, Southeasterly along said line, South 20°16' East 45.98 feet to the Government meander line on the Northerly side of Bear Lake; thence, Westerly along said meander line, South 87°02'00" West 105.70 feet, to the point of beginning.

2. That plaintiffs' title to said real property is hereby ever quiet against any and all claims or demands of the defendants and any person claiming under them to any estate, right, title, lien or interest in said real property.

3. That defendants and any person claiming under them are permanently enjoined and restrained from the asserting any legal

claims or interest in or to said real property or any part thereof.

DATED this 4 day of Sept., 1979.

Francis J. Rasmussen
District Judge

Southeast Title & Realty

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That Gerald J. Alder and Sandra Alder, his wife, and Alan J. Alder, aka Allen J. Alder, and Jean Alder, his wife, hereinafter called Grantors, for and in consideration of the sum of Two Thousand Five Hundred Eleven and 30/100 Dollars ($2,511.30) which sum is the true consideration for this transfer, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to the UNITED STATES OF AMERICA and its assigns, all of the real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Bear Lake, State of Idaho, as described in Exhibit "A" attached hereto and made a part hereof.

Together with all water, water rights, water appropriations, ditches, ditch rights-of-way and ditch rights as heretofore used and enjoyed in connection with the above described lands.

The above land is acquired by the United States for the use of Fish and Wildlife Service, Department of the Interior, pursuant to Section 6 of the Act of February 18, 1929 (45 Stat. 1222), as amended by Section 301 of the Act of June 15, 1935 (49 Stat. 381) and the Migratory Bird Hunting Stamp Act of March 16, 1934, as amended.

To Have and To Hold the above described premises to the United States of America and its assigns, forever.

The Grantors hereby covenant to and with the United States and its assigns, that Grantors are lawfully seized in fee simple of the above granted premises, have a good and lawful right and power to sell and convey the same, that the same are free and clear of all encumbrances and that Grantors will warrant and forever defend the title thereto and quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Dated this 28th day of August, 1979.

Gerald J. Alder

Sandra Alder

Alan J. Alder

Jean Alder

119996

'79 OCT 29 PM 1 04

FILED

Warranty Deed

ACKNOWLEDGMENT

STATE OF Idaho)
) ss
County of Bear Lake)

On this 28th day of Aug., 1979, before me the undersigned, a Notary Public in and for the State of Idaho, duly commissioned and sworn personally appeared Gerald J. Alder and Sandra Alder, his wife, known to me to be the individuals described in and who executed the foregoing instrument and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Dona Jean Benson
Notary Public in and for the State of Idaho residing at Grace, Ida.
My Commission Expires: Lifetime.

ACKNOWLEDGMENT

STATE OF Utah)
) ss
County of Cache)

On this 29th day of August, 1979, before me the undersigned, a Notary Public in and for the State of Utah, duly commissioned and sworn personally appeared Alan J. Alder and Jean Alder, his wife, known to me to be the individuals described in and who executed the foregoing instrument and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of Utah residing at Logan
My Commission Expires: 9 March 1983

Warranty Deed

EXHIBIT "A"

ALL BEARINGS ARE BASED ON THE TRUE MERIDIAN.

T. 14 S., R. 44 E., BOISE MERIDIAN:

TRACT (17-I)

A TRACT OF LAND IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, IN SECTION 6, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF LOT 8, SAID SECTION, FROM WHICH SAID POINT OF BEGINNING THE NORTHEAST CORNER OF SAID LOT 8 BEARS

SOUTH 88°38'41" EAST 782.02 FEET DISTANT;

THENCE, FROM SAID POINT OF BEGINNING, WESTERLY ALONG THE NORTH LINE OF SAID LOT 8,

NORTH 88°38'41" WEST 113.25 FEET

TO THE CENTER LINE OF THE NATURAL OUTLET CHANNEL OF PARIS CREEK;

THENCE, NORTHERLY ALONG SAID CENTER LINE,

NORTH 01°52'11" EAST 254.40 FEET,
AND NORTH 08°18'11" EAST 324.44 FEET

TO THE WEST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE CONVEYANCE FROM HENRY AND ANNA B. TEUSCHER TO WILLIAM L. RICH, DATED JUNE 8, 1898 AND RECORDED MARCH 12, 1902 IN BEAR LAKE COUNTY OFFICIAL RECORDS;

THENCE, LEAVING SAID CENTER LINE, SOUTHEASTERLY AND SOUTHERLY ALONG THE SAID RICH WEST LINE,

SOUTH 24°00'00" EAST 236.32 FEET,
AND SOUTH 06°00'00" WEST 364.09 FEET

TO THE POINT OF BEGINNING.

TRACT (17-II)

A TRACT OF LAND IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND LOT 9, IN SECTION 6, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER 1/4 CORNER OF SAID SECTION 6;

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE EAST-WEST 1/4 LINE THROUGH SAID SECTION 6,

SOUTH 88°48'31" EAST 88.85 FEET

TO THE WEST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE CONVEYANCE FROM HEBER C. AND LOUISA SMEDLEY TO THE TELLURIDE POWER COMPANY DATED APRIL 1, 1912 AND RECORDED JUNE 4, 1912, IN BEAR LAKE COUNTY OFFICIAL RECORDS;

THENCE, ALONG SAID WEST LINE,

SOUTH 02°10'59" WEST 880.25 FEET

TO THE NORTH LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE CONVEYANCE FROM HENRY AND ANNA B. TEUSCHER TO WILLIAM L. RICH, DATED JUNE 8, 1898 AND RECORDED MARCH 12, 1902 IN BEAR LAKE COUNTY OFFICIAL RECORDS;

THENCE, WESTERLY ALONG SAID NORTH LINE, THE FOLLOWING COURSES:

	NORTH 76°00' WEST	127.07 FEET,
	NORTH 27°00' WEST	264.00 FEET,
	NORTH 88°00' WEST	528.00 FEET,
	NORTH 13°20' WEST	396.00 FEET,
AND	SOUTH 22°10' WEST	330.00 FEET

TO THE CENTER LINE OF THE NATURAL OUTLET CHANNEL OF PARIS CREEK;

THENCE, NORTHERLY ALONG SAID CENTER LINE, THE FOLLOWING COURSES:

	NORTH 35°55'27" WEST	123.28 FEET,
	NORTH 17°41'38" EAST	149.01 FEET,
	NORTH 23°55'06" EAST	143.66 FEET,
AND	NORTH 44°01'01" EAST	217.92 FEET

TO THE CENTER LINE OF THE LITTLE OUTLET CHANNEL;

THENCE, SOUTHEASTERLY ALONG SAID CENTER LINE, THE FOLLOWING COURSES:

	SOUTH 09°17'45" WEST	146.36 FEET,
	SOUTH 24°17'33" EAST	351.62 FEET,
	NORTH 86°56'59" EAST	428.12 FEET,
	SOUTH 41°14'34" EAST	115.67 FEET,
AND	SOUTH 46°41'09" EAST	170.53 FEET

TO THE NORTH-SOUTH 1/4 LINE THROUGH SAID SECTION 6;

THENCE, ALONG SAID NORTH-SOUTH 1/4 LINE,

NORTH 00°00'45" WEST 633.62 FEET

TO THE POINT OF BEGINNING.

TRACT (17a-I)

A TRACT OF LAND IN LOT 9, SECTION 6, ABOVE SAID TOWNSHIP AND RANGE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT GOVERNMENT MEANDER LINE ANGLE POINT 2, SAID SECTION 6;

THENCE, ALONG THE NORTHEASTERLY EXTENSION OF THAT CERTAIN COURSE FROM THE MEANDER CORNER BETWEEN SECTION 6 AND 7 TO ANGLE POINT 2, SECTION 6, ABOVE SAID MEANDER LINE,

NORTH 61°31'53" EAST 101.96 FEET

TO THE WEST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE CONVEYANCE FROM W.L. AND EMILY M. RICH TO THE TELLURIDE POWER COMPANY, DATED SEPTEMBER 10, 1911 AND RECORDED SEPTEMBER 13, 1912 IN BEAR LAKE COUNTY OFFICIAL RECORDS;

THENCE, SOUTHEASTERLY ALONG SAID LINE,

SOUTH 20°16' EAST 45.98 FEET

TO THE GOVERNMENT MEANDER LINE ON THE NORTHERLY SIDE OF BEAR LAKE;

THENCE, WESTERLY ALONG SAID MEANDER LINE,

SOUTH 87°02'00" WEST 105.70 FEET

TO THE POINT OF BEGINNING.

THE ABOVE TRACTS CONTAIN IN THE AGGREGATE 7.61 ACRES, MORE OR LESS.

Flying S Title and Escrow of Idaho, Inc.
469 Washington St
Montpelier, ID 83254
Phone: (208)847-1300 / Fax: (208)847-1314

PR: AFFGRP **Ofc:** 38 (14077)

Final Invoice

To: US Fish and Wildlife Service
911 NE 11th Ave.
Portland, OR 97232

Invoice No.: 14077 - 381001177
Date: 12/05/2023
Our File No.: 1121524-MON
Title Officer: Carrie Hemmert
Escrow Officer:
Customer ID: 481829

Attention: Danielle Zarlengo
Your Ref.: USA Tract 17-II

Liability Amounts

RE: **Property:**
, Paris, ID 83261

Buyers:
Sellers: The United States of America

Description of Charge	Invoice Amount
Guarantee-Recorded Document Guarantee	$350.00
Work Charge - copies 14 pages	$14.00

INVOICE TOTAL **$364.00**

Comments:

Thank you for your business!

To assure proper credit, please send a copy of this Invoice and Payment to:
Attention: Accounts Receivable Department
NOTE NEW REMITTANCE ADDRESS, LB# 1083, Flying S Title and Escrow, PO Box 35146
Seattle, WA 98124-5146

GUARANTEE

Issued by

Flying S Title and Escrow of Idaho, Inc.
469 Washington St, Montpelier, ID 83254
Title Officer: Carrie Hemmert
Phone: (208)847-1300
FAX: (208)847-1314

First American Title™

Form 5010500 (7-1-14)

Guarantee Number: 501055-

Guarantee Face Page

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY



First American Title™

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

This jacket was created electronically and constitutes an original document

First American Title

Guarantee

Recorded Document Guarantee
ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
5010500-1121524-MON

LIABILITY: **$3,500.00**

FEE: **$350.00**

ORDER NO.: **1121524-MON**

REFERENCE NO.: **USA Tract 17-II**

First American Title Insurance Company
a Nebraska corporation, herein called the Company,
SUBJECT TO THE TERMS, LIMITATIONS AND CONDITIONS OF
THE APPLICATION FOR THIS GUARANTEE
EXECUTED ON November 30, 2023
WHICH APPLICATION, OR COPY THEREOF, IS ATTACHED HERETO AND
MADE A PART OF

GUARANTEES

The United States of America

herein called the Assured, against loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

Any claim or other notice to the Company shall be in writing and shall be addressed to the Company at 1 First American Way, Santa Ana, California 92707.

THIS GUARANTEE IS NOT VALID AND THE COMPANY SHALL HAVE NO LIABILITY HEREUNDER UNLESS THE APPLICATION REFERRED TO ABOVE OR COPY THEREOF AND SCHEDULE A ARE ATTACHED HERETO.

Dated: **November 15, 2023** at **7:30 A.M.**

By:
Authorized Countersignature

First American Title

Recorded Document Guarantee

ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
5010500-1121524-MON

Schedule A

Order No.: 1121524-MON

The assurances referred to on the face page are, that, based on a search of the records indicated in the Application referred to on the face page hereof, the following identified and attached documents constitute all of the Designated Documents requested in the Application.

Designated Documents:

1. Judgment recorded July 9, 1979 as instrument number 118636

2. Amended Judgment recorded September 5, 1979 as instrument number 119395

3. Warranty Deed recorded October 29, 1979 as instrument number 119996

APPLICATION FOR THE ISSUANCE OF A RECORDED DOCUMENT GUARANTEE

Applicant, for the purpose of purchase, sale, lease or loan, is in the process of investigating the prior ownerships and uses of the Subject Property. As only a component of that investigation, Applicant hereby requests the Company to furnish Applicant with a Recorded Document Guarantee, which Guarantee will set forth and attach copies of the Designated Documents. The Guarantee is being provided to Applicant solely for the purpose of facilitating any innocent landowner or purchaser defenses which may be available under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended. It is provided for the sole use and benefit of Applicant and may not be used or relied upon by any other party.

1. The following terms when used in the Application and the Recorded Document Guarantee shall mean:

   a. **Applicant** - The party or parties which have executed this Application and which are shown as the Assured in the Guarantee.

   b. **CERCLA** - Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

   c. **Company** - First American Title Insurance Company.

   d. **Designated Documents** - Those documents specifically designated by Applicant in paragraphs 3a or 3b, and in paragraph 4 and which describe the Subject Property or any portion thereof and which are not Excluded Documents.

   e. **Excluded Documents** - Any of the following:

      (i) documents indexed in the Company's title plant records by name only,

      (ii) documents pertaining to an estate or interest in minerals, gas and oil, or other hydrocarbon substances,

      (iii) documents pertaining to water rights, claims or title to water, or

      (iv) documents recorded or indexed outside the chain of title, whether or not the documents impart constructive notice to purchasers of the Subject Property for value and without knowledge.

   f. **Guarantee** - Recorded Document Guarantee.

   g. **Land Records** - Those records in which under state statutes the Designated Documents must be recorded in order to impart constructive notice to purchasers of the Subject Property for value and without knowledge.

   h. **Subject Property** - The real property described in the Application, but not including any severed mineral estate.

2. The Subject Property is described as follows:
USA Tract #17a-I - Described in Warranty Deed recorded as Instrument No. 119996

3. Applicant hereby requests the Company to issue the Guarantee identifying only the following Designated Documents which are:

a. X currently posted in the Company's title plant and which were recorded in the Land Records

from January 1, 1932 (Date) through November 15, 2023 (Date).

b. _____ recorded and indexed in the grantor-grantee indices in the Land Records of

_____
Name of County and State

from _____ (Date) through _____ (Date).

4. Designated Documents as defined in paragraph 1(d) above:

a. X Deeds

b. _____ Leases and Subleases

c. _____ Mortgages/Deeds of Trust

d. _____ Environmental Protection Liens recorded pursuant to CERCLA

e. _____ All documents

5. Applicant specifically instructs the Company to disclose in the Guarantee only the Designated Documents indicated above. Applicant understands that during the course of searching the records covered by the Guarantee the Company may find or have knowledge of documents of a type other than the Designated Documents requested by Applicant. Even if the Company knows or would have reason to know Applicant may have an interest in these other documents, Applicant imposes no duty or responsibility on the Company to disclose those documents or their content to Applicant either through the Guarantee or otherwise.

6. BY THE EXECUTION AND SUBMISSION OF THIS APPLICATION TO THE COMPANY, APPLICANT ACKNOWLEDGES AND SUBMITS:

a. That the Company's sole obligation under the Guarantee, and this Application, shall be to conduct a search in accordance with the terms and provisions of this Application and to furnish copies of the Designated Documents to Applicant as a part of the Guarantee. The Company shall have no obligation to read, examine, or interpret the Designated Documents.

b. That the Company shall not be obligated under this Guarantee to pay any costs, attorneys' fees, or expenses incurred in any action, proceeding, or other claim brought against Applicant.

c. That the Guarantee is limited in scope and is not an abstract of title, title opinion, preliminary or title report, or commitment to issue title insurance.

d. That the Guarantee is not to be relied upon by Applicant or any other person as a representation of the status of title to the Subject Property.

e. That Applicant shall have no right of action against the Company, whether or not based on negligence, except under the terms and provisions of, and subject to all limitations of, this Application and the Guarantee.

f. That the Guarantee is not valid and the Company shall have no liability thereunder unless this Application, or copy thereof, is attached thereto.

g. That the Guarantee does not assure that Applicant will be entitled to any innocent landowner or purchaser defenses which may be available under CERCLA.

LIMITATION OF LIABILITY

APPLICANT RECOGNIZES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF DAMAGES WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN THE GUARANTEE. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITIES PURSUANT TO CERCLA. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED GUARANTEE UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF THIS LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THIS LIMITATION IS AS FOLLOWS:

APPLICANT AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS GUARANTEE, THAT THE COMPANY SHALL BE LIABLE TO APPLICANT UNDER THIS GUARANTEE ONLY IN THE EVENT THAT ENVIRONMENTAL HAZARDOUS WASTE OR TOXIC SUBSTANCE CLEAN-UP COSTS OR PENALTIES ARE ACTUALLY IMPOSED ON APPLICANT, OR AGAINST THE SUBJECT PROPERTY, SOLELY BY REASON OF AN ERROR OR OMISSION BY THE COMPANY IN FAILING TO IDENTIFY AND ATTACH THE DESIGNATED DOCUMENTS TO THE GUARANTEE, WHICH ERROR OR OMISSION BY THE COMPANY HAS CAUSED APPLICANT TO FAIL TO COMPLY WITH THE REQUIREMENTS FOR DUE DILIGENCE INQUIRY OF PRIOR OWNERSHIPS AND USES IN CONNECTION WITH THE INNOCENT LANDOWNER OR PURCHASER DEFENSES UNDER CERCLA; AND THEN THE LIABILITY SHALL BE A ONE-TIME PAYMENT TO APPLICANT OF $ 3,500.00 .

ACCORDINGLY, APPLICANT REQUESTS THAT THE GUARANTEE BE ISSUED WITH THIS LIMITATION AS A PART OF THE CONSIDERATION THAT APPLICANT GIVES THE COMPANY TO PREPARE AND ISSUE THE GUARANTEE.

APPLICANT CERTIFIES THAT HE HAS READ AND UNDERSTANDS ALL OF THE TERMS, LIMITATIONS AND CONDITIONS OF THIS APPLICATION.

Executed this 30th day of November, 2023.

DANIELLE ZARLENGO

Digitally signed by DANIELLE ZARLENGO
Date: 2023.11.30 12:20:33 -08'00'

(Applicant's Signature Provision)

(This application must be signed by the Applicant itself or an attorney at law representing the Applicant.)

EXHIBIT 'A'

File No.: **1121524-MON (ch)**

T. 14 S., R. 44 E., Boise Meridian

Tract (17-II)

A tract of land in the Northeast ¼ of the Southwest ¼ and Lot 9, in Section 6, being more particularly described as follows:
Beginning at the center ¼ corner of said Section 6;
Thence, from said point of beginning, along the East-West ¼ line through said Section 6, South 88°48'31" East 88.85 feet to the West line of that certain tract of land described in the conveyance from Heber C. and Louisa Smedley to the Telluride Power Company dated April 1, 1912 and recorded June 4, 1912, in Bear Lake County official records;
Thence, along said West line,
South 02°10'59" West 880.25 feet the North line of that certain tract of land described in the conveyance from Henry and Anna B. Teuscher to William L. Rich, dated June 8, 1898 and recorded March 12, 1902 in Bear Lake County official records;
Thence, Westerly along said North line, the following courses:
North 76°00' West 127.07 feet;
North 27°00' West 264.00 feet;
North 88°00' West 528.00 feet;
North 13°20' West 396.00 feet; and
South 22°10' West 330.00 feet to the center line of the natural outlet channel of Paris Creek;
Thence, Northerly along said center line, the following courses:
North 35°55'27" West 123.28 feet;
North 17°41'38" East 149.01 feet;
North 23°55'06" East 143.66 feet; and
North 44°01'01" East 217.92 feet to the center line of the little outlet channel;
Thence, Southeasterly along said center line, the following courses:
South 09°17'45" West 146.36 feet;
South 24°17'33" East 351.62 feet;
North 86°56'59" East 248.12 feet;
South 41°14'34" East 115.67 feet; and
South 43°41'09" East 170.53 feet to the North-South ¼ line through said Section 6;
Thence, along said North-South ¼ line,
North 00°00'45" West 633.62 feet to the point of beginning.

118636

STATE OF IDAHO } ss 98811
County of Bear Lake }

I hereby certify that this instrument was filed for record at the request of _____ o'clock ___ M this ___ day of _____, 19__ in my office and duly recorded in Microfilm Records _____

_____ Deputy

INDEXED

A. Bruce Larson
TRANSTRUM, BUDGE & LARSON, CHARTERED
Attorney for Plaintiffs
240 S. Main-P.O. Box 833
Soda Springs, Idaho 83276
Telephone: 547-2186

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BEAR LAKE

ALLEN J. ALDER and JEAN ALDER, husband and wife, and GERALD J. ALDER and SANDRA ALDER, husband and wife,

Plaintiffs,

vs.

ALL UNKNOWN CLAIMANTS TO THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:

Case No. 3050

JUDGMENT

PARCEL #1: Township 14 South, Range 44 East of the Boise Meridian. A tract of land in the Northeast 1/4 of the Southwesterly 1/4, in Section 6, being more particularly described as follows: Beginning at a point on the North line of Lot 8, said Section, from which said point of beginning, the Northeast corner of said Lot 8 bears South 88°38'41" East 782.02 feet distant; thence, from said point of beginning, Westerly along the North line of said Lot 8, North 88°38'41" West 113.25 feet to the center line of the Natural Outlet Channel of Paris Creek; thence, Northerly along said center line, North 01°52'11" East 254.40 feet, and North 08°18'11" East 324.44 feet, to the West line of that certain tract of land described in the conveyance from Henry and Anna B. Teuscher to William L. Rich, dated June 8, 1898 and recorded March 12, 1902, in Bear Lake County official records; thence leaving said center line, Southeasterly and Southerly along the said Rich West line South 24°00'00" East 236.32 feet, and South 06°00'00" West 364.09 feet to the point of beginning.

PARCEL #2: A tract of land in the Northeast 1/4 of the Southwest 1/4, and Lot 9, in Section 6, being

more particularly described as follows: Beginning at the center 1/4 corner of said Section 6; thence, from said point of beginning, along the East-West 1/4 line through said Section 6, South 88°48'31" 88.95 feet to the West line of that certain tract of land described in the conveyance from Heber C. and Louisa Smedley to the Telluride Power Company dated April 1, 1912, in Bear Lake County official records; thence, along said West line, South 02°10'59" West 880.25 feet to the North line of that certain tract of land described in the conveyance from Henry and Anna B. Teuscher to William L. Rich, dated June 8, 1898, and recorded March 12, 1902, in Bear Lake County official records; thence, Westerly along said North line, the following courses: North 76°00' West 127.07 feet, North 27°00' West 264.00 feet, North 88°00' West 528.00 feet, North 13°20' West 396.00 feet, and South 22°10' West 330.00 feet to the center line of the Natural Outlet Channel of Paris Creek; thence, Northerly along said center line, the following courses: North 35°55'27" West 123.28 feet, North 17°41'38" East 143.01 feet, North 23°55'06" East 143.66 feet, and North 44°01'01" East 217.92 feet to the center line of the Little Outlet Channel; thence, Southeasterly along said center line, the following courses: South 09°17'45" West 146.36 feet, South 24°17'33" East 351.62 feet, North 86°56'59" East 428.12 feet, South 41°14'34" East 115.67 feet, and South 46°41'09" East 170.53 feet to the North-South 1/4 line through said Section 6; thence, along said North-South 1/4 line, North 00°00'45" West 633.62 feet to the point of beginning.

PARCEL #3: A tract of land in Lot 9, Section 6, abovesaid Township and Range, being more particularly described as follows: Beginning at Government meander line angle point 2, said Section 6; thence, along the Northe=terly extension of that certain course from the meander corner between Section 6 and 7 to angle point 2, Section 6, abovesaid meander line, North 61°31'53" East 101.96 feet to the West line of that certain tract of land described in the conveyance from William L. and Emily M. Rich to the Telluride

Power Company, dated September 10, 1911, and recorded September 13, 1912, in Bear Lake County official records; thence, Southeasterly along said line, South 20°16'00" East 45.98 feet to the Government meander line on the Northerly side of Bear Lake; thence, Westerly along said meander line South 87°02'00" West 105.70 feet, to the point of beginning.

Defendants.

WHEREAS, it appears and the Court finds:

That the service of Summons in the above-entitled action was duly made upon the defendants by publication of the same once a week for four consecutive weeks ending December 15, 1978, in The News-Examiner, a public newspaper published in the City of Montpelier, County of Bear Lake, State of Idaho.

Thereinafter the time within which said defendants were required to appear and plead herein has expired; that they have not appeared herein; that no answer, motion or other written pleading has been served or filed herein; and that the default of said defendants was duly and regularly entered on the ___ day of _____, 1979; that the Court has heard proof of the allegations of said Complaint and has required the plaintiffs' witnesses to be examined on oath respecting the ownership and possession of the real property described in the said Complaint; and the Court being satisfied that the allegations of the Complaint are true and that the relief asked for should be granted;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the plaintiffs own in fee simple and are entitled to the quiet and peaceful possession of that certain parcel of land situated in the County of Bear Lake, State of Idaho, described as follows:

> PARCEL #1: Township 14 South, Range 44 East of the Boise Meridian. A tract of land in the Northeast 1/4 of the Southwesterly 1/4, in Section 6, being more particularly described as follows: Beginning at a point on the North line of Lot 8, said Section, from which said point of beginning, the Northeast corner of said Lot 8 bears South 88°38'41" East 782.02 feet distant; thence, from said point of beginning, Westerly along the North line of said Lot 8, North 88°38'41" West 113.25 feet to the center line of the Natural Outlet Channel of Paris Creek; thence, Northerly along said center line, North 01°52'11" East 254.40 feet, and North 08°18'11" East 324.44 feet, to the West line of that certain tract of land described in the conveyance from Henry and Anna B.

Teuscher to William L. Rich, dated June 8, 1898, and recorded March 12, 1902, in Bear Lake County official records; thence leaving said center line, Southeasterly and Southerly along the said Rich West line South 24°00'00" East 236.32 feet, and South 06°00'00" West 364.09 feet to the point of beginning.

PARCEL #2: A tract of land in the Northeast 1/4 of the Southwest 1/4, and Lot 9, in Section 6, being more particularly described as follows: Beginning at the center 1/4 corner of said Section 6; thence, from said point of beginning, along the East-West 1/4 line through said Section 6, South 88°48'31" 88.95 feet to the West line of that certain tract of land described in the conveyance from Heber C. and Louisa Smedley to the Telluride Power Company dated April 1, 1912, in Bear Lake County official records; thence, along said West line, South 02°10'59" West 880.25 feet to the North line of that certain tract of land described in the conveyance from Henry and Anna B. Teuscher to William L. Rich, dated June 8, 1898, and recorded March 12, 1902, in Bear Lake County official records; thence, Westerly along said North line, the following courses: North 76°00' West 127.07 feet, North 27°00' West 264.00 feet, North 88°00' West 528.00 feet, North 13°20' West 396.00 feet, and South 22°10' West 330.00 feet to the center line of the Natural Outlet Channel of Paris Creek; thence, Northerly along said center line, the following courses: North 35°55'27" West 123.28 feet, North 17°41'38" East 143.01 feet, North 23°55'06" East 143.66 feet, and North 44°01'01" East 217.92 feet to the center line of the Little Outlet Channel; thence, Southeasterly along said center line, the following courses: South 09°17'45" West 146.36 feet, South 24°17'33" East 351.62 feet, North 86°56'59" East 428.12 feet, South 41°14'34" East 115.67 feet, and South 46°41'09" East 170.53 feet to the North-South 1/4 line through said Section 6: thence, along said North-South 1/4 line, North 00°00'45" West 633.62 feet to the point of beginning.

PARCEL #3: A tract of land in Lot 9, Section 6, abovesaid Township and Range, being more particularly described as follows: Beginning at Government meander line angle point 2, said Section 6; thence, along the Northeasterly extension of that certain course from the meander corner between Section 6 and 7 to angle point 2, Section 6, abovesaid meander line, North 61°31'53" East 101.96 feet to the West line of that certain tract of land described in the conveyance from William L. and Emily M. Rich to the Telluride Power Company, dated September 10, 1911, and recorded September 13, 1912, in Bear Lake County official records; thence, Southeasterly along said line, South 20°16'00" East 45.08 feet to the Government meander line on the Northerly side of Bear Lake; thence, Westerly along said meander line South 87°02'00" West 105.70 feet, to the point of beginning.

2. That the plaintiffs' title to said real property is hereby ever quiet against any and all claims or demands of the defendants and any person claiming under them to any estate, right, title, lien or interest in said real property.

3. That defendants and any person claiming under them are permanently enjoined and restrained from asserting any legal claims or

interest in or to said real property or any part thereof.

DATED this 6th day of July, 1979.

Francis J. Rasmussen
District Judge

DISTRICT COURT
SIXTH JUDICIAL DISTRICT
BEAR LAKE COUNTY, IDAHO

JUL 6 1979

3:30 P.M.
Mary Lou Larsen, Clerk
By Lisa Burgess, Deputy

A. Bruce Larson
TRANSTRUM, BUDGE & LARSON, CHARTERED
Attorney for Plaintiffs
240 S. Main-P.O. Box 833
Soda Springs, Idaho 83276
Telephone: 547-2186

119325

STATE OF IDAHO
County of Bear Lake
Date Sept 5, 1979
Time 11:55 AM
No. Filed
Clerk Ray Bundersen
Jo Bentsen, Dept.

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BEAR LAKE

ALLEN J. ALDER and JEAN ALDER, husband and wife, and GERALD J. ALDER and SANDRA ALDER, husband and wife,

Plaintiffs,

vs.

ALL UNKNOWN CLAIMANTS TO THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:

Case No. 3050

AMENDED JUDGMENT

PARCEL #1: Township 14 South, Range 44 East of the Boise Meridian. A tract of land in the Northeast 1/4 of the Southwest 1/4, in Section 6, being more particularly described as follows: Beginning at a point on the North line of Lot 8, said Section, from which said point of beginning, the Northeast corner of said Lot 8 bears South 88°38'41" East 782.02 feet distant; thence, from said point of beginning, Westerly along the North line of said Lot 8, North 88°38'41" West 113.25 feet to the center line of the Natural Outlet Channel of Paris Creek; thence, Northerly along said center line, North 01°52'11" East 254.40 feet, and North 08°18'11" East 324.44 feet, to the West line of that certain tract of land described in the conveyance from Henry and Anna B. Teuscher to William L. Rich, dated June 8, 1898, and recorded March 12, 1902, in Bear Lake County official records; thence leaving said center line, Southeasterly and Southerly along the said Rich West line, South 24°00'00" East 236.32 feet, and South 06°00'00" West 364.09 feet to the point of beginning.

PARCEL #2: A tract of land in the Northeast 1/4 of the Southwest 1/4, and Lot 9, in Section 6, being

more particularly described as follows: Beginning at the center 1/4 corner of said Section 6; thence, from said point of beginning, along the East-West 1/4 line through said Section 6, South 88°48'31" East 88.85 feet to the West line of that certain tract of land described in the conveyance from Heber C. and Louisa Smedley to the Telluride Power Company dated April 1, 1912, and recorded June 4, 1912, in Bear Lake County official records; thence, along said West line, South 02°10'59" West 880.25 feet to the North line of that certain tract of land described in the conveyance from Henry and Anna B. Teuscher to William L. Rich, dated June 8, 1898, and recorded March 12, 1902, in Bear Lake County official records; thence, Westerly along said North line, the following courses: North 76°00' West 127.07 feet, North 27°00' West 264.00 feet, North 88°00' West 528.00 feet, North 13°20' West 396.00 feet, and South 22°10' West 330.00 feet to the center line of the Natural Outlet Channel of Paris Creek; thence, Northerly along said center line, the following courses: North 35°55'27" West 123.28 feet, North 17°41'38" East 149.01 feet, North 23°55'06" East 143.66 feet, and North 44°01'01" East 217.92 feet to the center line of the Little Outlet Channel; thence, Southeasterly along said center line, the following courses: South 09°17'45" West 146.36 feet, South 24°17'33" East 351.62 feet, North 86°56'59" East 428.12 feet, South 41°14'34" East 115.67 feet, and South 46°41'09" East 170.53 feet to the North-South 1/4 line through said Section 6, thence, along said North-South 1/4 line, North 00°00'45" West 633.62 feet to the point of beginning.

PARCEL #3: A tract of land in Lot 9, Section 6, abovesaid Township and Range, being more particularly described as follows: Beginning at Government meander line angle point 2, said Section 6; thence, along the Northeasterly extension of that certain course from the meander corner between Section 6 and 7 to angle point 2, Section 6, abovesaid meander line, North 61°31'53" East 101.96 feet to the West line of that certain tract of land described in the conveyance from W. L. and Emily M. Rich to the Telluride

Power Company, dated September 10, 1911, and recorded September 13, 1912, in Bear Lake County official records; thence, Southeasterly along said line, South 20°16' East 45.98 feet to the Government meander line on the Northerly side of Bear Lake; thence, Westerly along said meander line, South 87°02'00" West 105.70 feet, to the point of beginning.

Defendants.

WHEREAS, it appears and the Court finds:

That the service of Summons in the above-entitled action was duly made upon the defendants by publication of the same once a week for four consecutive weeks ending June 14, 1979, in The News-Examiner, a public newspaper published in the City of Montpelier, County of Bear Lake, State of Idaho.

Thereinafter the time within which said defendants were required to appear and plead has expired; that they have not appeared herein; that no answer, motion or other written pleading has been served or filed herein; and that the default of said defendants was duly and regularly entered on the 6th day of July, 1979; that the Court has heard proof of the allegations of said Complaint and has required the plaintiff's witnesses to be examined on oath respecting the ownership and possession of the real property described in the said Complaint; and the Court being satisfied that the allegations of the Complaint are true and that the relief asked for should be granted,

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the plaintiffs own in fee simple and are entitled to the quiet and peaceful possession of that certain parcel of land situated in the County of Bear Lake, State of Idaho, described as follows:

> PARCEL #1: Township 14 South, Range 44 East of the Boise Meridian. A tract of land in the Northeast 1/4 of the Southwest 1/4, in Section 6, being more particularly described as follows: Beginning at a point on the North line of Lot 8, said Section, from which said point of beginning, the Northeast corner of said Lot 8 bears South 88°38'41" East 782.02 feet distant; thence, from said point of beginning, Westerly along the North line of said Lot 8, North 88°38'41" West 113.25 feet to the center line of the Natural Outlet Channel of Paris Creek; thence, Northerly along said center line, North 01°52'11" East 254.40 feet, and North 08°18'11" East 324.44 feet, to the West line of that certain tract of land described in the conveyance from Henry and Anna B. Teuscher to William L. Rich, dated June 8, 1898, and

recorded March 12, 1902, in Bear Lake County official records; thence leaving said center line, Southeasterly and Southerly along the said Rich West line, South 24°00'00" East 236.32 feet, and South 06°00'00" West 364.09 feet to the point of beginning.

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PARCEL #3: A tract of land in Lot 9, Section 6, abovesaid Township and Range, being more particularly described as follows: Beginning at Government meander line angle point 2, said Section 6; thence, along the Northeasterly extension of that certain course from the meander corner between Section 6 and 7 to angle point 2, Section 6, abovesaid meander line, North 61°31'53" East 101.96 feet to the West line of that certain tract of land described in the conveyance from W. L. and Emily M. Rich to the Telluride Power Company, dated September 10, 1911, and recorded September 13, 1912, in Bear Lake County official records; thence, Southeasterly along said line, South 20°16' East 45.98 feet to the Government meander line on the Northerly side of Bear Lake; thence, Westerly along said meander line, South 87°02'00" West 105.70 feet, to the point of beginning.

2. That plaintiffs' title to said real property is hereby ever quiet against any and all claims or demands of the defendants and any person claiming under them to any estate, right, title, lien or interest in said real property.

3. That defendants and any person claiming under them are permanently enjoined and restrained from the asserting any legal

claims or interest in or to said real property or any part thereof.

DATED this 4 day of Sept., 1979.

Francis J. Rasmussen
District Judge

Southeast Title : Realty

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That Gerald J. Alder and Sandra Alder, his wife, and Alan J. Alder, aka Allen J. Alder, and Jean Alder, his wife, hereinafter called Grantors, for and in consideration of the sum of Two Thousand Five Hundred Eleven and 30/100 Dollars ($2,511.30) which sum is the true consideration for this transfer, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to the UNITED STATES OF AMERICA and its assigns, all of the real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Bear Lake, State of Idaho, as described in Exhibit "A" attached hereto and made a part hereof.

Together with all water, water rights, water appropriations, ditches, ditch rights-of-way and ditch rights as heretofore used and enjoyed in connection with the above described lands.

The above land is acquired by the United States for the use of Fish and Wildlife Service, Department of the Interior, pursuant to Section 6 of the Act of February 18, 1929 (45 Stat. 1222), as amended by Section 301 of the Act of June 15, 1935 (49 Stat. 381) and the Migratory Bird Hunting Stamp Act of March 16, 1934, as amended.

To Have and To Hold the above described premises to the United States of America and its assigns, forever.

The Grantors hereby covenant to and with the United States and its assigns, that Grantors are lawfully seized in fee simple of the above granted premises, have a good and lawful right and power to sell and convey the same, that the same are free and clear of all encumbrances and that Grantors will warrant and forever defend the title thereto and quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Dated this 28th day of August, 1979.

Gerald J. Alder

Sandra Alder

Alan J. Alder

Jean Alder

119996

'79 OCT 29 PM 1 04

FILED

ACKNOWLEDGMENT

STATE OF Idaho)
) ss
County of Bear Lake)

On this 28th day of Aug., 1979, before me the undersigned, a Notary Public in and for the State of Idaho, duly commissioned and sworn personally appeared Gerald J. Alder and Sandra Alder, his wife, known to me to be the individuals described in and who executed the foregoing instrument and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Dora Jean Benson
Notary Public in and for the State of Idaho residing at Grace, Ida.
My Commission Expires: Lifetime.

ACKNOWLEDGMENT

STATE OF Utah)
) ss
County of Cache)

On this 29th day of August, 1979, before me the undersigned, a Notary Public in and for the State of Utah, duly commissioned and sworn personally appeared Alan J. Alder and Jean Alder, his wife, known to me to be the individuals described in and who executed the foregoing instrument and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of Utah residing at Logan
My Commission Expires: 9 March 1983

Warranty Deed

EXHIBIT "A"

ALL BEARINGS ARE BASED ON THE TRUE MERIDIAN.

T. 14 S., R. 44 E., BOISE MERIDIAN:

TRACT (17-I)

A TRACT OF LAND IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, IN SECTION 6, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF LOT 8, SAID SECTION, FROM WHICH SAID POINT OF BEGINNING THE NORTHEAST CORNER OF SAID LOT 8 BEARS

SOUTH 88°38'41" EAST 782.02 FEET DISTANT;

THENCE, FROM SAID POINT OF BEGINNING, WESTERLY ALONG THE NORTH LINE OF SAID LOT 8,

NORTH 88°38'41" WEST 113.25 FEET

TO THE CENTER LINE OF THE NATURAL OUTLET CHANNEL OF PARIS CREEK;

THENCE, NORTHERLY ALONG SAID CENTER LINE,

NORTH 01°52'11" EAST 254.40 FEET,
AND NORTH 08°18'11" EAST 324.44 FEET

TO THE WEST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE CONVEYANCE FROM HENRY AND ANNA B. TEUSCHER TO WILLIAM L. RICH, DATED JUNE 8, 1898 AND RECORDED MARCH 12, 1902 IN BEAR LAKE COUNTY OFFICIAL RECORDS;

THENCE, LEAVING SAID CENTER LINE, SOUTHEASTERLY AND SOUTHERLY ALONG THE SAID RICH WEST LINE,

SOUTH 24°00'00" EAST 236.32 FEET,
AND SOUTH 06°00'00" WEST 364.09 FEET

TO THE POINT OF BEGINNING.

TRACT (17-II)

A TRACT OF LAND IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND LOT 9, IN SECTION 6, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER 1/4 CORNER OF SAID SECTION 6;

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE EAST-WEST 1/4 LINE THROUGH SAID SECTION 6,

SOUTH 88°48'31" EAST 88.85 FEET

TO THE WEST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE CONVEYANCE FROM HEBER C. AND LOUISA SMEDLEY TO THE TELLURIDE POWER COMPANY DATED APRIL 1, 1912 AND RECORDED JUNE 4, 1912, IN BEAR LAKE COUNTY OFFICIAL RECORDS;

THENCE, ALONG SAID WEST LINE,

SOUTH 02°10'59" WEST 880.25 FEET

TO THE NORTH LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE CONVEYANCE FROM HENRY AND ANNA B. TEUSCHER TO WILLIAM L. RICH, DATED JUNE 8, 1898 AND RECORDED MARCH 12, 1902 IN BEAR LAKE COUNTY OFFICIAL RECORDS;

THENCE, WESTERLY ALONG SAID NORTH LINE, THE FOLLOWING COURSES:

	NORTH 76°00' WEST	127.07 FEET,
	NORTH 27°00' WEST	264.00 FEET,
	NORTH 88°00' WEST	528.00 FEET,
	NORTH 13°20' WEST	396.00 FEET,
AND	SOUTH 22°10' WEST	330.00 FEET

TO THE CENTER LINE OF THE NATURAL OUTLET CHANNEL OF PARIS CREEK;

THENCE, NORTHERLY ALONG SAID CENTER LINE, THE FOLLOWING COURSES:

	NORTH 35°55'27" WEST	123.28 FEET,
	NORTH 17°41'38" EAST	149.01 FEET,
	NORTH 23°55'06" EAST	143.66 FEET,
AND	NORTH 44°01'01" EAST	217.92 FEET

TO THE CENTER LINE OF THE LITTLE OUTLET CHANNEL;

THENCE, SOUTHEASTERLY ALONG SAID CENTER LINE, THE FOLLOWING COURSES:

	SOUTH 09°17'45" WEST	146.36 FEET,
	SOUTH 24°17'33" EAST	351.62 FEET,
	NORTH 86°56'59" EAST	428.12 FEET,
	SOUTH 41°14'34" EAST	115.67 FEET,
AND	SOUTH 46°41'09" EAST	170.53 FEET

TO THE NORTH-SOUTH 1/4 LINE THROUGH SAID SECTION 6;

THENCE, ALONG SAID NORTH-SOUTH 1/4 LINE,

NORTH 00°00'45" WEST 633.62 FEET

TO THE POINT OF BEGINNING.

TRACT (17a-I)

A TRACT OF LAND IN LOT 9, SECTION 6, ABOVE SAID TOWNSHIP AND RANGE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT GOVERNMENT MEANDER LINE ANGLE POINT 2, SAID SECTION 6;

THENCE, ALONG THE NORTHEASTERLY EXTENSION OF THAT CERTAIN COURSE FROM THE MEANDER CORNER BETWEEN SECTION 6 AND 7 TO ANGLE POINT 2, SECTION 6, ABOVE SAID MEANDER LINE,

NORTH 61°31'53" EAST 101.96 FEET

TO THE WEST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE CONVEYANCE FROM W.L. AND EMILY M. RICH TO THE TELLURIDE POWER COMPANY, DATED SEPTEMBER 10, 1911 AND RECORDED SEPTEMBER 13, 1912 IN BEAR LAKE COUNTY OFFICIAL RECORDS;

THENCE, SOUTHEASTERLY ALONG SAID LINE,

SOUTH 20°16' EAST 45.98 FEET

TO THE GOVERNMENT MEANDER LINE ON THE NORTHERLY SIDE OF BEAR LAKE;

THENCE, WESTERLY ALONG SAID MEANDER LINE,

SOUTH 87°02'00" WEST 105.70 FEET

TO THE POINT OF BEGINNING.

THE ABOVE TRACTS CONTAIN IN THE AGGREGATE 7.61 ACRES, MORE OR LESS.

GUARANTEE

Issued by

Flying S Title and Escrow of Idaho, Inc.
469 Washington St, Montpelier, ID 83254
Title Officer: Carrie Hemmert
Phone: (208)847-1300
FAX: (208)847-1314

First American Title™

Form 5010500 (7-1-14)

Guarantee Number: 501055-

Guarantee Face Page

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY



First American Title™

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

This jacket was created electronically and constitutes an original document

First American Title

Guarantee

Recorded Document Guarantee
ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
5010500-1120870-MON

LIABILITY:	**$3,500.00**	ORDER NO.:	**1120870-MON**
FEE:	**$350.00**	REFERENCE NO.:	**USA Tract #20**

First American Title Insurance Company
a Nebraska corporation, herein called the Company,
SUBJECT TO THE TERMS, LIMITATIONS AND CONDITIONS OF
THE APPLICATION FOR THIS GUARANTEE
EXECUTED ON November 30, 2023
WHICH APPLICATION, OR COPY THEREOF, IS ATTACHED HERETO AND
MADE A PART OF

GUARANTEES

U.S. Fish & Wildlife Service

herein called the Assured, against loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

Any claim or other notice to the Company shall be in writing and shall be addressed to the Company at 1 First American Way, Santa Ana, California 92707.

THIS GUARANTEE IS NOT VALID AND THE COMPANY SHALL HAVE NO LIABILITY HEREUNDER UNLESS THE APPLICATION REFERRED TO ABOVE OR COPY THEREOF AND SCHEDULE A ARE ATTACHED HERETO.

Dated: **November 15, 2023** at **7:30 A.M.**

By:
Authorized Countersignature

First American Title

Recorded Document Guarantee

ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
5010500-1120870-MON

Schedule A

Order No.: 1120870-MON

The assurances referred to on the face page are, that, based on a search of the records indicated in the Application referred to on the face page hereof, the following identified and attached documents constitute all of the Designated Documents requested in the Application.

Designated Documents:

1. Administrator's Deed recorded December 27, 1954 as instrument number 69810, in Book 45, page 370
2. Affidavit of Death recorded February 4, 1994 as instrument number 158410
3. Quitclaim Deed recorded March 18, 1994 as instrument number 158651
4. Quitclaim Deed recorded April 1, 2009 as instrument number 204193
5. Quitclaim Deed recorded April 10, 2019 as instrument number 204268
6. Correction Quitclaim Deed recorded July 23, 2009 as instrument number 205147
7. Grant Deed recorded October 14, 2009 as instrument number 205858
8. Warranty Deed recorded June 10, 2011 as instrument number 210098

APPLICATION FOR THE ISSUANCE OF A RECORDED DOCUMENT GUARANTEE

Applicant, for the purpose of purchase, sale, lease or loan, is in the process of investigating the prior ownerships and uses of the Subject Property. As only a component of that investigation, Applicant hereby requests the Company to furnish Applicant with a Recorded Document Guarantee, which Guarantee will set forth and attach copies of the Designated Documents. The Guarantee is being provided to Applicant solely for the purpose of facilitating any innocent landowner or purchaser defenses which may be available under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended. It is provided for the sole use and benefit of Applicant and may not be used or relied upon by any other party.

1. The following terms when used in the Application and the Recorded Document Guarantee shall mean:

   a. **Applicant** - The party or parties which have executed this Application and which are shown as the Assured in the Guarantee.

   b. **CERCLA** - Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

   c. **Company** - First American Title Insurance Company.

   d. **Designated Documents** - Those documents specifically designated by Applicant in paragraphs 3a or 3b, and in paragraph 4 and which describe the Subject Property or any portion thereof and which are not Excluded Documents.

   e. **Excluded Documents** - Any of the following:

      (i) documents indexed in the Company's title plant records by name only,

      (ii) documents pertaining to an estate or interest in minerals, gas and oil, or other hydrocarbon substances,
      (iii) documents pertaining to water rights, claims or title to water, or
      (iv) documents recorded or indexed outside the chain of title, whether or not the documents impart constructive notice to purchasers of the Subject Property for value and without knowledge.

   f. **Guarantee** - Recorded Document Guarantee.

   g. **Land Records** - Those records in which under state statutes the Designated Documents must be recorded in order to impart constructive notice to purchasers of the Subject Property for value and without knowledge.

   h. **Subject Property** - The real property described in the Application, but not including any severed mineral estate.

2. The Subject Property is described as follows:
USA Tract #20 - Described in Warranty Deed recorded as Instrument No. 210098

3. Applicant hereby requests the Company to issue the Guarantee identifying only the following Designated Documents which are:

a. x currently posted in the Company's title plant and which were recorded in the Land Records

from January 1, 1932 (Date) through November 15, 2023 (Date).

b. _____ recorded and indexed in the grantor-grantee indices in the Land Records of

_____
Name of County and State

from _____ (Date) through _____ (Date).

4. Designated Documents as defined in paragraph 1(d) above:

a. X Deeds

b. _____ Leases and Subleases

c. _____ Mortgages/Deeds of Trust

d. _____ Environmental Protection Liens recorded pursuant to CERCLA

e. _____ All documents

5. Applicant specifically instructs the Company to disclose in the Guarantee only the Designated Documents indicated above. Applicant understands that during the course of searching the records covered by the Guarantee the Company may find or have knowledge of documents of a type other than the Designated Documents requested by Applicant. Even if the Company knows or would have reason to know Applicant may have an interest in these other documents, Applicant imposes no duty or responsibility on the Company to disclose those documents or their content to Applicant either through the Guarantee or otherwise.

6. BY THE EXECUTION AND SUBMISSION OF THIS APPLICATION TO THE COMPANY, APPLICANT ACKNOWLEDGES AND SUBMITS:

a. That the Company's sole obligation under the Guarantee, and this Application, shall be to conduct a search in accordance with the terms and provisions of this Application and to furnish copies of the Designated Documents to Applicant as a part of the Guarantee. The Company shall have no obligation to read, examine, or interpret the Designated Documents.

b. That the Company shall not be obligated under this Guarantee to pay any costs, attorneys' fees, or expenses incurred in any action, proceeding, or other claim brought against Applicant.

c. That the Guarantee is limited in scope and is not an abstract of title, title opinion, preliminary or title report, or commitment to issue title insurance.

d. That the Guarantee is not to be relied upon by Applicant or any other person as a representation of the status of title to the Subject Property.

e. That Applicant shall have no right of action against the Company, whether or not based on negligence, except under the terms and provisions of, and subject to all limitations of, this Application and the Guarantee.

f. That the Guarantee is not valid and the Company shall have no liability thereunder unless this Application, or copy thereof, is attached thereto.

g. That the Guarantee does not assure that Applicant will be entitled to any innocent landowner or purchaser defenses which may be available under CERCLA.

LIMITATION OF LIABILITY

APPLICANT RECOGNIZES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF DAMAGES WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN THE GUARANTEE. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITIES PURSUANT TO CERCLA. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED GUARANTEE UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF THIS LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THIS LIMITATION IS AS FOLLOWS:

APPLICANT AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS GUARANTEE, THAT THE COMPANY SHALL BE LIABLE TO APPLICANT UNDER THIS GUARANTEE ONLY IN THE EVENT THAT ENVIRONMENTAL HAZARDOUS WASTE OR TOXIC SUBSTANCE CLEAN-UP COSTS OR PENALTIES ARE ACTUALLY IMPOSED ON APPLICANT, OR AGAINST THE SUBJECT PROPERTY, SOLELY BY REASON OF AN ERROR OR OMISSION BY THE COMPANY IN FAILING TO IDENTIFY AND ATTACH THE DESIGNATED DOCUMENTS TO THE GUARANTEE, WHICH ERROR OR OMISSION BY THE COMPANY HAS CAUSED APPLICANT TO FAIL TO COMPLY WITH THE REQUIREMENTS FOR DUE DILIGENCE INQUIRY OF PRIOR OWNERSHIPS AND USES IN CONNECTION WITH THE INNOCENT LANDOWNER OR PURCHASER DEFENSES UNDER CERCLA; AND THEN THE LIABILITY SHALL BE A ONE-TIME PAYMENT TO APPLICANT OF $ 3,500.00 .

ACCORDINGLY, APPLICANT REQUESTS THAT THE GUARANTEE BE ISSUED WITH THIS LIMITATION AS A PART OF THE CONSIDERATION THAT APPLICANT GIVES THE COMPANY TO PREPARE AND ISSUE THE GUARANTEE.

APPLICANT CERTIFIES THAT HE HAS READ AND UNDERSTANDS ALL OF THE TERMS, LIMITATIONS AND CONDITIONS OF THIS APPLICATION.

Executed this 30th day of November, 2023.

DANIELLE ZARLENGO

Digitally signed by DANIELLE ZARLENGO
Date: 2023.11.30 12:43:15 -08'00'

(Applicant's Signature Provision)

(This application must be signed by the Applicant itself or an attorney at law representing the Applicant.)

EXHIBIT 'A'

File No.: **1120870-MON (ch)**

Lots 4 and 5 of Section 7, Township 14 South, Range 44 East, Boise Meridian, in Bear Lake County, Idaho.
ALSO: Commencing at the Southwest Corner of Lot 6 in Section 7, Township 14 South, Range 44 East of Boise Meridian, running thence North 7 chains and 50 links; thence East about 20 chains to the Eastern boundary line of said Lot 6; thence following the said Eastern boundary line in a Southeasterly direction about 9 chains to the Southeast Corner of said Lot 6; thence West about 24 chains to the place of beginning.

piece or parcel of land hereinabove referred to, ...
Bear Lake, state of Idaho, and particularly described as follows, to-wit:

The South West quarter of the South East quarter of Section Twenty, in Township 14 South of Range 43 East of the Boise Meridian, in Idaho, containing 40 acres.

Conveying also herewith all the right, title and interest that said estate has by operation of law, or otherwise acquired, in and to said real estate, other than, or in addition to that of said decedents at the time of their death.

Together with all the tenements, hereditaments and appurtenances whatsoever to the same belonging or in anywise appertaining.

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

IN WITNESS WHEREOF, the said party of the first part, as administrator of the estate of William W. Thornock and Grace E. Thornock, husband and wife, both deceased, as aforesaid, has hereunto set his hand and seal the day and year first above written.

$1.10 Cancelled Documentary Stamps affixed.

Donald A. Thornock
as administrator of the estate of William W. Thornock and Grace E. Thornock, husband and wife, both deceased.

STATE OF IDAHO)
) ss.
County of Bear Lake)

On this 13th day of November, in the year 1954, before me, John B. Hoge, a Notary Public, within and for said state, personally appeared Donald A. Thornock, known to me to be the person whose name is subscribed to the within instrument as administrator of the estate of William W. Thornock and Grace E. Thornock, husband and wife, both deceased, and acknowledged to me that he executed the same as such administrator of said estate.

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

(SEAL)
My Commission Expires:
25 June 1958

John B. Hoge
Notary Public for Idaho
Residing at Paris, Idaho.

Recorded at the request of John B. Hoge; 3:35 P.M.; Dec. 27, 1954; Book 45 of Deeds at page 369.
By Ruby Dorton Deputy
Fee: $2.00

Sam V. Tunks, Recorder.

No. 69810.

ADMINISTRATOR,S DEED. 45/310

THIS INDENTURE, Made the 13th day of November, in the year 1954, by and between Donald A. Thornock, the duly appointed, qualified and acting Administrator of the estate of William W. Thornock and Grace E. Thornock, husband and wife, both deceased, the party of the first part, and Eugene A. Hart, of Bloomington, Bear Lake county, Idaho, the party of the second part;

WITNESSETH: That whereas, pursuant to legal notices given thereof, the said Donald A. Thornock, as Administrator of the estate of William W. Thornock and Grace E. Thornock, husband and wife, both deceased, did sell, subject to the confirmation of the Probate Court of Bear Lake County, state of Idaho, certain real estate situated in the county of Bear Lake, state of Idaho, hereinafter particularly described, and at such sale Verden Thornock became the purchaser of said real estate for the sum of $3110.00; And

WHEREAS, the said Probate Court of Bear Lake county, state of Idaho, upon return of said sale made and filed by said Administrator, on the 15th day of October, 1954, and upon notice of at least ten days having been given, did, on the 3rd day of November, 1954, consider said matter in open court; and

WHEREAS, at said last-named time and place Eugene A. Hart, the party of the second part hereto, did, in open court, bid the sum of $3825.00, for said real estate, which said

[illegible] than ten percent of the price offered by said Verden Thornock for said real [illegible] said Probate Court did make an Order confirming said sale unto said [illegible] for the said sum of $3825.00, and directing conveyance to be executed to [illegible] part by said Administrator of said real estate, a certified copy of which [illegible] was duly recorded in the office of the county recorder of said county [illegible] State of Idaho, being the county wherein said real estate is situated, on the [illegible] November, 1954, and which said Order of confirmation now on file and of Record [illegible] Recorder's office is hereby referred to and made a part of this indenture.

NOW, THEREFORE, the said Donald A. Thornock, as Administrator of the estate of William Thornock and Grace E. Thornock, husband and wife, both deceased, as aforesaid, the party of the first part, pursuant to the Order last aforesaid, of the said Probate Court, and for and in consideration of the said sum of $3825.00, lawful Money of the United States, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY UNTO the said party of the second part, his heirs and assigns forever, all the right, title, interest and estate of the said William W. Thornock and Grace E. Thornock, husband and wife, both deceased, at the time of their death, in and to all the following described real property situated in Bear Lake county, Idaho, to-wit:

The Lots Numbered Four and Five of Section Seven and the Lot numbered One of Section Eighteen, in Township 14 South of Range 44 East of Boise Meridian, in Idaho, containing One Hundred and Forty-two acres and Fifty eight hundredths of an acre.

Also, Lots Two (2) and Three (3) of Section Eighteen (18) in Township 14 South of Rang 44 East of the Boise Meridian, containing Eighty (80) acres, more or less.

Also, Commencing at the South West Corner of Lot Six (6) in Section Seven (7) in Township 14 South of Range 44 East of Boise Meridian, running thence North Seven (7) chains and Fifty (50) links; Thence East about 20 chains to the Eastern boundary line of said Lot Six (6); Thence following the said Eastern boundary line in a South-Easterly direction about Nine (9) chains to the South East corner of said Lot Six (6); Thence West about Twenty-four (24) chains to the place of beginning and containing Eighteen (18) acres of land be there more or less.

Also all the right, title and interest of said decedents, at the time of their death, in and to that piece or parcel of land lying and situated on the East side of above described land between this land and the Outlet, and that piece or parcel of land situated directly South of the above described land and directly East of the entry of William W. Thornock and about 12 rods wide, all more particularly described as follows: Commencing at a point 18.70 chains North 33 degrees 57' West from the South West corner of Lot 1 Section 7, Township 14 South, Range 44 East of the Boise Meridian (said corner being 58 chains East from the South West corner of said Section 7) and running thence North 33 degrees 57' West 14.53 chains, more or less, to partition fence; Thence East along said fence 16.91 chains; Thence North 15 degrees 30' East 6.06 chains more or less to the middle of the old outlet channel; Thence in a Southerly direction along the middle of the channel of said outlet to a point which is 11.06 chains East of the point of beginning; Thence West to the point of beginning.

Together with all water and water rights thereunto belonging or in anywise appertaining.

Conveying also herewith all the right, title and interest that said estate has by operation of law, or otherwise acquired, in and to said real estate, other then, or in addition to that of said decedent at the time of their death.

Together with all the tenements, hereditaments and appurtenances whatsoever to the same belonging or in anywise appertaining.

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

IN WITNESS WHEREOF, the said party of the first part, as administrator of the estate of William W. Thornock and Grace E. Thornock, husband and wife, both deceased, as aforesaid, has hereunto set his hand and seal the day and year first above written.

$3.85 Canesiled Documentary Stamps affixed.

Donald A. Thornock
As administrator of the estate of William W. Thornock and Grace E. Thornock, husband and wife, both deceased.

STATE OF IDAHO)
)ss.
County of Bear Lake,)

On this 13th day of November, in the year 1954, before me, John B. Hoge, a Notary Public, within and for said state, personally appeared Donald A. Thornock, known to me to be the person whose name is subscribed to the within instrument as Administrator of the estate of William W. Thornock and Grace E. Thornock, husband and wife, both deceased, and acknowledged to me that he executed the same as such administrator of said estate.

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

(SEAL)
My Commission Expires:
25 June 1958.

John B. Hoge
Notary Public for Idaho
Residing at Paris, Idaho.

Recorded at the request of John B. Hoge; 3:40 P.M.; Dec. 27, 1954; Book 45 of Deeds at page 370.
By Ruby Bolton Deputy
Fee $2.75

Sam V. Tunks, Recorder.

158410

STATE OF IDAHO
County of Bear Lake
Date 2-4-94
Time 11:31 A.M.
Deputy Joan P. Eborn
Clerk Joan P. Eborn
Fee $12.00

AFFIDAVIT OF DEATH OF

EUGENE A. HART

The UNDERSIGNED AFFIANT, the son of the late EUGENE A. HART hereby deposes and says:

1. That he is the son of the above named individual, EUGENE A. HART.

2. That the said EUGENE A. HART died on December 25, 1993.

3. That the attached Exhibit "A" is a true and accurate copy of the Decedents' Death Certificate.

4. That on 30 June 1972, a Community Property Agreement was executed by EUGENE A. HART and MILDRED Y. HART, husband and wife, dated 30 June 1972, and recorded 30 June 1972, as Microfilm Instrument No. 98875, records of Bear Lake County, Idaho (See attached Exhibit B).

Dated this 01st day of February, 1994.

KEITH HART

STATE OF UTAH)
) ss.
COUNTY OF Weber)

On this 3 day of February, 1994, before me, the undersigned, a notary public in and for said state, personally appeared KEITH HART, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

NOTARY PUBLIC
KIM HARDY
571 North Madison
Ogden, UT 84404
My Commission Expires
February 12th, 1996
STATE OF UTAH

Kim Hardy
Notary Public
Residing at: Ogden, Utah
Commission Expires: 2/12/96

921 COMMUNITY PROPERTY AGREEMENT

EXHIBIT "B"

COMMUNITY PROPERTY AGREEMENT BETWEEN HUSBAND AND WIFE

THIS AGREEMENT Made at. entered into this 30 day of June, 1972,

by and between Eugene A. Hart and Mildred Y. Hart husband and

wife, relative to community property and disposition thereof upon the death of either of the parties hereto as provided by Section 32-921, Idaho Code.

WITNESSETH:

1. The parties were married July 27, 1930 and ever since have been and now are husband and wife.

2. We certify that the following described real and personal property was acquired by us from our joint efforts while married and while living together as husband and wife in a community property State, and that no part of said property owned by either of us prior to this marriage, or which either of us have acquired since by gift, devise or as an heir at law of any person and that the same is the community property of the parties hereto.

3. The legal description of said real property covered by this agreement is as follows:

House and other buildings Bloomington Lots 4,5 Blk 8 2 Acres
Bloomington T-1545 Fr. Lot 9 Fr. lot 10 Blk 7 1.5 Acres
T-2030 Fr. NE¼ Sec. 14 T14S. R43E. 7.85 Acres
T-5189 Fr. NW¼ Sec. 30 T 14 S. R43E 17 Acres
SW¼ Sec. 20 T14S. R43E 40 Acres
T-2769 Fr. Lot 6 Lots 4,5 Sec.7 T 14 S.R43E 114.05 Acres
T-3724 Fr. NE¼ Sec. 35 T 14S. R42E 18.96 Acres
T-2936 Fr. NW¼ Sec. 35 T 14. S.R43E 10.52 Acres
T-1744 Fr. SW Sec. 26 T 14S. R42E 60 Acres

4. The personal property affected by this agreement is described as follows:

All automobiles, trucks, tractors, and all farm machinery.
All household goods. Bank accounts. Stocks and Mutual funds.
All livestock including cattle and horses.
All insurances.

5. That upon the death of either of the parties hereto the property described herein shall vest in the survivor absolutely subject to the liabilities imposed by Section 32-921, Idaho Code.

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

Eugene A. Hart
Husband

Mildred Y. Hart
Wife

STATE OF IDAHO,
County of Bear Lake } ss.

On this 30th day of June, 1972, before me the undersigned, a Notary Public in and for said State, personally appeared Eugene A Hart husband and Mildred Y. Hart wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

My Commission Expires Oct 10 1974

E. Lloyd Shepherd
Notary Public for Idaho,
Residing at Geneva, Idaho

No. 93875

COMMUNITY PROPERTY AGREEMENT

Eugene A. Hart

and

Mildred Y. Hart

Dated June 30, 1972

STATE OF IDAHO, } ss.
County of Bear Lake }

I hereby certify that this instrument was filed for record at request of Eugene A. Hart at 35 minutes past 5 o'clock P. M., this 30th day of June, A. D. 19 72 in my office, and duly recorded in ~~XXXX~~ ~~XX~~ Microfilm ~~XXXX~~

Amos B. Hulme
Ex-Officio Recorder.

By Jeannine Parker
Deputy.

Fees, $ 2.00

Mail to Eugene A. Hart
Bloomington, Idaho 83223

SYMS-YORK CO., BOISE, IDAHO

INDEXED

STATE OF UTAH — DEPARTMENT OF HEALTH

STATE OF UTAH - DEPARTMENT OF HEALTH

CERTIFICATE OF DEATH

LOCAL FILE NUMBER 06-673 STATE FILE NUMBER

1. NAME OF DECEDENT - FIRST: Eugene	MIDDLE: Augustus	LAST: HART	2. SEX: Male	3a. DATE OF DEATH (Mo. Day. Yr.): December 25, 1993	3b. TIME OF DEATH (Hour, Min.): 1800
4. DATE OF BIRTH (Mo. Day. Yr.): Dec. 6, 1914	5. AGE (Last Birthday): 79	6. IF UNDER 1 YEAR: Months / Days	IF UNDER 24 HOURS: Hours / Minutes	7. BIRTHPLACE (City & State or Foreign Country): Bloomington, Idaho	8. SOCIAL SECURITY NUMBER: 528-24-8676

8a. PLACE OF DEATH (Check only one): ☐ Inpatient ☐ ER/Outpatient ☐ DOA ☐ Other — ☐ Nursing Home ☒ Residence ☐ Other

8b. NAME OF HOSPITAL, NURSING HOME OR OTHER FACILITY (If residence, give street address of location): 260 South 50 West

8c. CITY, TOWN OR LOCATION OF DEATH: Kaysville

8d. COUNTY OF DEATH: Davis

9. SURVIVING SPOUSE (If wife, give maiden name): Mildred Young

10. WAS DECEDENT EVER IN U.S. ARMED FORCES? ☐ Yes ☒ No

11. MARITAL STATUS: ☐ Never Married ☐ Married ☐ Divorced ☒ Widowed

12a. DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do NOT use retired): Rancher/School Teacher

12b. KIND OF BUSINESS OR INDUSTRY: Farming/Education

13a. RESIDENCE - STREET AND NUMBER: 260 South 50 West

13b. CITY, TOWN, OR COMMUNITY: Kaysville

13c. COUNTY: Davis

13d. STATE: Utah

13e. WITHIN CITY LIMITS? ☒ Yes ☐ No

13f. ZIP CODE: 84037

14. WAS DECEDENT OF HISPANIC ORIGIN? ☐ Yes ☒ No (If yes, specify) ☐ Mexican ☐ Cuban ☐ Puerto Rican ☐ Other (Specify)

15. RACE - Black, White, Am. Indian (Tribe may be entered), Japanese, etc. (Specify): White

16. EDUCATION (Specify only highest grade completed) Elementary or Secondary (0-12) / College (13-16 or 17+): 16

17. FATHER'S NAME (First, Middle, Last): Alfred Augustus Hart

18. MAIDEN NAME OF MOTHER (First, Middle, Last): Sarah Cecilia Patterson

19. NAME, RELATIONSHIP AND MAILING ADDRESS OF INFORMANT: Mildred C. Hart/260 South 50 West, Kaysville, Utah 84037

20. METHOD OF DISPOSITION: ☐ Entombment ☐ Cremation ☐ Other ☒ Burial ☐ Donation ☐ Removal

21a. DATE OF DISPOSITION: Dec. 30, 1993

21b. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place): Bloomington Cemetery

21c. LOCATION (City or Town, State): Bloomington, Idaho

22. SIGNATURE OF FUNERAL SERVICE LICENSEE: [signature]

23. LICENSEE NUMBER: 00530

24. FUNERAL HOME (Name, address and license number): Lindquist's Kaysville Mortuary #45, 400 North Main Street, Kaysville, Utah 84037

25. DATE DECEASED WAS LAST ATTENDED BY CERTIFYING PHYSICIAN: 12-23-93

26. If not certified by medical examiner, was death reported to M.E.? ☐ Yes ☐ No. If yes, enter the date and hour reported. M.E. Case No.

27a. CERTIFIER

☒ CERTIFYING PHYSICIAN — To the best of my knowledge, death occurred at the time, date, and place, and due to the cause(s) and manner as stated.

☐ MEDICAL EXAMINER / LAW ENFORCEMENT OFFICIAL — On the basis of examination and / investigation, in my opinion, death occurred at the time, date, place, and due to the cause(s) and manner as stated.

27b. SIGNATURE AND TITLE OF CERTIFIER: [signature] MD

27c. LICENSE NUMBER: 11020

27d. DATE SIGNED (Mo. Day. Yr.): 12/27/93

28. NAME AND ADDRESS OF PERSON WHO COMPLETED THE CAUSE OF DEATH (Item 27) (If other than certifier): Robert N. Hem, MD, 2121 North Robins Drive, Layton, Utah 84041

29. REGISTRAR'S SIGNATURE: E. Arnold Isaacson M.D.

30. DATE FILED (Mo. Day. Yr.): Dec. 27, 1993

31. PART I. ENTER THE DISEASES, INJURIES, OR COMPLICATIONS THAT CAUSED THE DEATH. DO NOT ENTER THE MODE OF DYING, SUCH AS CARDIAC OR RESPIRATORY ARREST, SHOCK, OR HEART FAILURE. LIST ONLY ONE CAUSE ON EACH LINE.

IMMEDIATE CAUSE (Final disease or condition resulting in death): Coronary Heart Failure — DUE TO OR AS A CONSEQUENCE OF:

Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (disease or injury that initiated events resulting in death) LAST: Arterial Illness — DUE TO OR AS A CONSEQUENCE OF:

Approximate Interval Between Onset And Death: Chronic / Many Years

PART II. Other Significant Conditions contributing to death but not resulting in the underlying cause given in Part I.

32. IN YOUR OPINION TOBACCO USE BY THE DECEDENT: ☐ Probably contributed to the cause of death ☐ Was the underlying cause of death ☐ Did not contribute to the cause of death ☐ Is unknown in relation to the cause of death ☒ NON-USER

33a. WAS AN AUTOPSY PERFORMED? ☐ Yes ☒ No

33b. WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH? ☐ Yes ☐ No

34. MANNER OF DEATH: ☐ Natural ☐ Accident ☐ Suicide ☐ Homicide ☐ Undetermined ☐ Pending Investigation

35a. DATE OF INJURY (Month, Day, Year)

35b. TIME OF INJURY (24 Hour Clock)

35c. INJURY AT WORK? ☐ Yes ☐ No

35d. PLACE OF INJURY (At home, farm, street, factory, office building, etc. (Specify))

35e. LOCATION (Street or R.F.D. number, city or town, county and state)

35f. If motor vehicle accident, specify if decedent was driver, passenger or pedestrian

35g. DESCRIBE HOW INJURY OCCURRED (Enter sequence of events which resulted in injury. NATURE OF INJURY SHOULD BE ENTERED IN ITEM 31)

Form Bureau of Vital Statistics Form 13, Rev. 4-1-93

This is to certify that this is a true copy of the certificate on file in this office. This certified copy is issued under authority of section 26-2-22 of the Utah Code Annotated, 1953 As Amended.

Date Issued: DEC 27 1993

County Registrar: DAVIS — E. Arnold Isaacson M.D.

John E. Brockert
DIRECTOR OF VITAL STATISTICS
BY Marlene M. Bowen, Deputy

LL 776553

THE GREAT SEAL OF THE STATE OF UTAH 1896

WARNING IT IS ILLEGAL TO DUPLICATE THIS COPY FOR OFFICIAL PURPOSES
ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATION

158651 INDEXED

Recorded at Request of Hal N. Swenson at ___ __.m. Fee paid $_____ by _____ Dep. Book ____ Page ___ Ref.:____ Mail Tax Notice to Mildred Y. Hart, 260 South 50 West, Kaysville, UT 84037

QUITCLAIM DEED

Mildred Y. Hart, Grantor of 260 South 50 West, Kaysville, County of Davis, State of Utah, hereby QUITCLAIMS to Mildred Y. Hart and Keith J. Hart as Trustees of The Eugene A. and Mildred Y. Hart Living Trust dated March 15, 1994, Grantees of County of Davis, State of Utah, for the sum of TEN DOLLARS and other good and valuable consideration, the following described tract of land in ~~Bear Lake County, of State~~ of Idaho:

The Lots Numbered Four and Five of Section Seven in Township I4 South of Range 44 East of Boise Meridian, in Idaho, containing approximately 103.8 acres.

Also, Commencing at the South West Corner of Lot Six (6) in Section Seven (7) in Township I4 South of Range 44 East of Boise Meridian, running thence North Seven (7) chains and Fifty (50) links; Thence East about 20 chains to the Eastern boundary line of said Lot Six (6); Thence following the said Eastern boundary line in a South-Easterly direction about Nine (9) chains to the South East corner of said Lot Six (6); Thence West about Twenty-four (24) chains to the place of beginning and containing Eighteen (I8) acres of land be there more or less.

Also all the right, title and interest of said decedents, at the time of their death, in and to that piece or parcel of land lying and situated on the East side of above described land between this land and the Outlet, and that piece or parcel of land situated directly South of the above described land and directly East of the entry of William W. Thornock and about I2 rods wide, all more particularly described as follows: Commencing at a point I8.70 chains North 33 degrees 57' West from the South West corner of Lot I8, Section 7, Township I4 South, Range 44 East of the Boise Meridian (said corner being 58 chains East from the South West corner of said Section 7) and running thence North 33 degrees 57' West I4.53 chains, more or less, to partition fence; Thence East along said fence I6.9I chains; Thence North 25 degrees 30' East 6.06 chains more or less to the middle of the old outlet channel; Thence in a Southerly direction along the middle of the channel of said outlet to a point which is II.06 chains

East of the point of beginning; Thence West to the point of beginning.

Together with all water and water rights thereunto belonging or in anywise appertaining.

WITNESS the hand of Grantor this 15th of March, 1994

Mildred Y. Hart

Mildred Y. Hart

STATE OF UTAH)
: ss
COUNTY OF DAVIS)

On the 15th day of March, 1994, personally appeared before me Mildred Y. Hart the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

Notary Public
Residing in Davis County, Utah

My Commission Expires:

Sept 8, 1994

NOTARY PUBLIC
HAL N. SWENSON
50 South Main #1200
Salt Lake City, Utah 84144
My Commission Expires
September 8, 1994
STATE OF UTAH

158651

BEAR LAKE COUNTY RECORDER

'94 MAR 18 AM 11 20

FEE

DEPUTY

hart.mil\quitcla.ded

Instrument # 204193
BEAR LAKE COUNTY
4-1-2009 04:42:05 No. of Pages: 2
Recorded for : FIRST IDAHO TITLE CO.
KERRY HADDOCK Fee:6.00
Ex-Officio Recorder Deputy Lindy Garner
Index to: QUIT CLAIM DEED

Recording Requested by:
First American Title Insurance Agency, LLC
1755 East 1450 South, Suite 110
Clearfield, UT 84015
(801)525-9511

AFTER RECORDING RETURN TO:
Elizabeth Hart Barnes, LLC
4812 Adams Ave
Ogden UT 84401

SPACE ABOVE THIS LINE (3 ½" X 5") FOR RECORDER'S USE

QUITCLAIM DEED

Escrow No. **Courtesy (KB)**
A.P.N.:

Keith J. Hart, Trustee of The Eugene A. and Mildred Y. Hart Living Trust Dated March 15, 1994, Grantor, of **Davis** County, State of **Utah** , hereby QUITCLAIMS to **Elizabeth Hart Barnes, LLC**, Grantee, of **Davis** County, State of **Utah**, for the sum of **Ten dollars and other valuable good and consideration** DOLLARS (**$10.00**), the following described tract of land in **Bear Lake** County, State of **Utah** , to-wit:

The Lots Numbered Four and Five of Section Seven in Township I4 South of Range 44 East of Boise Meridian, in Idaho.
ALSO Commencing at the South West Corner of Lot 6, in Section 7, in Township I4 South of Range 44 East of Boise Meridian, running thence 7 Chains and 50 links; thence East about 20 Chains to the Eastern Boundary Line of said Lot 6; thence following the said Eastern Boundary line in a SouthEasterly direction about 9 Chains to the South East corner of said Lot 6, thence West about 24 Chains to the place of beginning.
ALSO all the right, title and interest of said decedents at the time of their death, in and to that piece or parcel of land lying and situated on the East side of above described land between this land and the Outlet, and that piece or parcel of land situated directly South of the above described land and directly East of the Entry of William W. Thornock and about 12 Rods wide, all more particularly described as Follows: Commencing at a point 18.70 Chains North 33 Degrees 57' West from the South West Corner of Lot 18, Section 7, Township 14 South, Range 44 East of the Boise Meridian (said corner being 58 chains East from the outh West Corner of said Section 7) and running thence North 33 degrees 57' West 14.53 Chains, more or less, to partition fence, thence East along said fence 16.91 Chains, thence North 15 degrees 30' East 6.06 Chains more or less to the middle of the old outlet channel, thence in a Southerly direction along the middle of the channel of said outlet to a point which is 11.06 Chains East of the Point of beginning.
Together with all water and water rights thereunto belonging or in anywis appertaining.

Witness, the hand(s) of said Grantor(s), this **March 23, 2009**.

COURTESY RECORDING
This document is being recorded solely as a courtesy and as accommodation to the parties named therein. First American Title Insurance Agency hereby expressly disclaims any responsibility or liability for the accuracy of the content thereof.

204193

A.P.N.: Quitclaim Deed - continued File No.: **332-4933897 (KB)**
Date: **March 30, 2009**

The Eugene A. and Mildred Y. Hart Living Trust Dated March 15, 1994

Keith J. Hart TRUSTEE
Keith J. Hart, Trustee

STATE OF **UT**)
)ss.
County of DAVIS)

On 3-23, before me, the undersigned Notary Public, personally appeared **Keith J. Hart, Trustee of The Eugene A. and Mildred Y. Hart Living Trust Dated March 15, 1994** , personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: 3-8-12

Notary Public
KIMM BARNEY
1785 East 1450 South, Suite 110
Clearfield, Utah 84015
My Commission Expires
March 8, 2012
State of Utah

Notary Public
KIMM BARNEY
1785 East 1450 South, Suite 110
Clearfield, Utah 84015
My Commission Expires
March 8, 2012
State of Utah

Instrument # 204193
BEAR LAKE COUNTY
4-1-2009 04:42:05 No. of Pages: 2
Recorded for : FIRST IDAHO TITLE CO.
KERRY HADDOCK Fee: 6.00
Ex-Officio Recorder Deputy Cindy Garner
Index to: QUIT CLAIM DEED

Instrument # 204268
BEAR LAKE COUNTY
4-10-2009 10:16:33 No. of Pages: 2
Recorded for : KEITH J. HART
KERRY HADDOCK Fee: 6.00
Ex-Officio Recorder Deputy Cindy Garner
Index to: QUIT CLAIM DEED

Recording Requested by:
First American Title Insurance Agency, LLC
1755 East 1450 South, Suite 110
Clearfield, UT 84015
(801)525-9511

AFTER RECORDING RETURN TO:
Elizabeth Hart Barnes, LLC
4812 Adams Ave
Ogden UT 84401

SPACE ABOVE THIS LINE (3 ½" X 5") FOR RECORDER'S USE

QUITCLAIM DEED

Escrow No. **Courtesy (KB)**
A.P.N.:

Keith J. Hart, Trustee of The Eugene A. and Mildred Y. Hart Living Trust Dated March 15, 1994, Grantor, of **Davis** County, State of **Utah** , hereby QUITCLAIMS to **Elizabeth Hart Barnes, LLC**, Grantee, of **Davis** County, State of **Utah**, for the sum of **Ten dollars and other valuable good and consideration** DOLLARS (**$10.00**), the following described tract of land in **Bear Lake** County, State of ~~Utah~~ Idaho, to-wit:
TRUSTEE

The Lots Numbered Four and Five of Section Seven in Township I4 South of Range 44 East of Boise Meridian, in Idaho.
ALSO Commencing at the South West Corner of Lot 6, in Section 7, in Township I4 South of Range 44 East of Boise Meridian, running thence 7 Chains and 50 links; thence East about 20 Chains to the Eastern Boundary Line of said Lot 6; thence following the said Eastern Boundary line in a SouthEasterly direction about 9 Chains to the South East corner of said Lot 6, thence West about 24 Chains to the place of beginning.
ALSO all the right, title and interest of said decedents at the time of their death, in and to that piece or parcel of land lying and situated on the East side of above described land between this land and the Outlet, and that piece or parcel of land situated directly South of the above described land and directly East of the Entry of William W. Thornock and about 12 Rods wide, all more particularly described as Follows: Commencing at a point 18.70 Chains North 33 Degrees 57' West from the South West Corner of Lot 18, Section 7, Township 14 South, Range 44 East of the Boise Meridian (said corner being 58 chains East from the outh West Corner of said Section 7) and running thence North 33 degrees 57' West 14.53 Chains, more or less, to partition fence, thence East along said fence 16.91 Chains, thence North 15 degrees 30' East 6.06 Chains more or less to the middle of the old outlet channel, thence in a Southerly direction along the middle of the channel of said outlet to a point which is 11.06 Chains East of the Point of beginning.
Together with all water and water rights thereunto belonging or in anywis appertaining.

Witness, the hand(s) of said Grantor(s), this **March 23, 2009.**

This Deed is being Re-Recorded to correct the state above the legal description, the State should be Idaho not Utah.

COURTESY RECORDING
This document is being recorded solely as a courtesy and as accommodation to the parties named therein. First American Title Insurance Agency hereby expressly disclaims any responsibility or liability for the accuracy of the content thereof.

204268 204193

A.P.N.: Quitclaim Deed - continued File No.: **332-4933897 (KB)**
Date: **March 30, 2009**

The Eugene A. and Mildred Y. Hart Living Trust Dated March 15, 1994

Keith J. Hart TRUSTEE
Keith J. Hart, Trustee

STATE OF UT)
)ss.
County of DAVIS)

On 3-23, before me, the undersigned Notary Public, personally appeared **Keith J. Hart, Trustee of The Eugene A. and Mildred Y. Hart Living Trust Dated March 15, 1994** , personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: 3-8-12

Notary Public

Notary Public
KIMM BARNEY
1755 East 1450 South, Suite 110
Clearfield, Utah 84015
My Commission Expires
March 8, 2012
State of Utah

Notary Public
KIMM BARNEY
1755 East 1450 South, Suite 110
Clearfield, Utah 84015
My Commission Expires
March 8, 2012
State of Utah

Correction

QUIT CLAIM DEED

For Value Received, the sum of Ten Dollars and Other Good and Valuable Consideration,

KEITH J. HART, Trustee of the EUGENE A. and MILDRED Y. HART LIVING TRUST dated March 15, 1994,

do(es) hereby Remise, Release and forever Quit Claim unto THE GRANTOR(S),

ELIZABETH HART BARNES FAMILY, LLC,
Of 4812 ADAMS AVE, OGDEN, UT 84401

THE GRANTEE(S),

the following described premises, in **BEAR LAKE County, Idaho,** to wit:

Lots 4 and 5 of Section 7, Township 14 South, Range 44 East, Boise Meridian, in Idaho.

ALSO: Commencing at the Southwest Corner of Lot 6 in Section 7, Township 14 South, Range 44 East of Boise Meridian, running thence North 7 chains and 50 links; thence East about 20 chains to the Eastern boundary line of said Lot 6; thence following the said Eastern boundary line in a Southeasterly direction about 9 chains to the Southeast Corner of said Lot 6; thence West about 24 chains to the place of beginning.

This deed is given to correct that certain corrected Quit Claim Deed dated March 23, 2009 and recorded April 10, 2009 as Instrument No. 204268, records of Bear Lake County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantee(s), heirs and assigns forever.

DATED this July 23, 2009.

EUGENE A. and MILDRED Y. HART LIVING TRUST

KEITH J. HART, Trustee

Instrument # 205147
BEAR LAKE COUNTY
7-23-2009 02:49:31 No. of Pages: 1
Recorded for : KEITH J. HART, TRUSTEE
KERRY HADDOCK
Ex-Officio Recorder Deputy Fee: 3.00
Index to: CORRECTED QUIT CLAIM DEED

STATE OF IDAHO, COUNTY OF BEAR LAKE

On this 23rd day of July, 2009, before me a Notary Public in and for the State, personally appeared KEITH J. HART, known or identified to me to be the person whose name is subscribed to the within instrument as trustee of the EUGENE A. and MILDRED Y. HART LIVING TRUST dated March 15, 1994 and acknowledged to me that he executed the same as such trustee.

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

Notary Public
Residing at: 11-14-12
My Commission Expires: Paris, ID

MAXINE MATTHEWS NOTARY PUBLIC STATE OF IDAHO

AFTER RECORDING MAIL TO:

Elizabeth Hart Barnes Family, LLC
4812 Adams Avenue
Ogden, UT 84403

Instrument # 205858
BEAR LAKE COUNTY
10-14-2009 08:42:18 No. of Pages: 3
Recorded for : FIRST IDAHO TITLE COMPANY
KERRY HADDOCK Fee: 9.00
Ex-Officio Recorder Deputy
Index to: WARRANTY DEED

GRANT DEED

For the consideration of ten dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Keith J. Hart and E. Blake Hart, successor co-trustees of the Eugene A. and Mildred Y. Hart Living Trust dated March 15, 1994, organized and existing under the laws of United States of America and a Washington Corporation, ("Grantor"), grants, bargains, sells and conveys to Elizabeth Hart Barnes Family, LLC ("Grantee"), whose current address is 4812 Adams Avenue, Ogden, UT 84403, and its successors and assigns forever, the following described real property:

LEGAL DESCRIPTION: Real property in the County of Bear Lake, State of Idaho, described as follows:

See Attached Exhibit "A"

APN:

SAID DEED IS BEING EXECUTED TO COMPLY WITH THE TERMS AND CONDITIONS OF THE TRUST AGREEMENT SHOWN AS GRANTOR IN THIS DEED. A PREVIOUS CONVEYANCE HAS BEEN RECORDED JULY 23, 2009 AS ENTRY NO. 205147 AND 205149.

SUBJECT TO taxes and assessments for the year 2009 and all subsequent years, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show.

This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the property herein described as well in law as in equity.

205858

IN WITNESS WHEREOF, the Grantors have hereunto subscribed their names to this instrument this Ocotber 7, 2009.

The Eugene A. and Mildred Y. Hart Living Trust dated March 15, 1994, Grantor

By: _____
Keith J. Hart, successor co-trustee

By: _____
E. Blake Hart, successor co-trustee

STATE OF Utah)
)ss.
County of Weber)

On October 8th, 2009, before me, the undersigned Notary Public, personally appeared **Keith J. Hart, successor co-trustee of The Eugene A. and Mildred Y. Hart Living Trust dated March 15, 1994** and , personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: _____ Notary Public

STATE OF Utah)
)ss.
County of Weber)

SUSAN HEINER
NOTARY PUBLIC - STATE OF UTAH
COMMISSION #588174
COMM. EXP. 10-28-2010

On October 12th, 2009, before me, the undersigned Notary Public, personally appeared **E. Blake Hart, successor co-trustee of The Eugene A. and Mildred Y. Hart Living Trust dated March 15, 1994** , personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: _____ Notary Public

SUSAN HEINER
NOTARY PUBLIC - STATE OF UTAH
COMMISSION #588174
COMM. EXP. 10-28-2010

EXHIBIT "A " 205858

Commencing at a point on the East Right of Way line of US Hwy 89 which point is approximately 1941 feet South 69 Deg. 24 Min. East from the Northwest Corner of Section 35, Township 14 South, Range 43 East of the Boise Meridian, running thence North 84 Deg. East 2030 feet; thence South 03 Deg. East 338.25 feet; thence South 84 Deg. West 2015.30 feet; thence North 05 Deg. 29 Min. 27 Sec. West 337.80 feet more or less to the Trust Point of Beginning.

Lots 4 and 5 of Section 7, Township 14 South, Range 44 East, Boise Meridian, in Idaho.

ALSO: Commencing at the Southwest Corner of Lot 6 in Section 7, Township 14 South, Range 44 East of Boise Meridian, running thence North 7 chains and 50 links; thence East about 20 chains to the Eastern boundary line of said Lot 6; thence following the said Eastern boundary line in a Southeasterly directon about 9 chains to the Southeast Corner of said Lot 6; thence West about 24 chains to the place of beginning.

Instrument # 210098
BEAR LAKE COUNTY
06-10-2011 01:14:55 No. of Pages: 3
Recorded for: FIRST IDAHO TITLE COMPANY
KERRY HADDOCK Fee: $16.00
Ex-Officio Recorder Deputy: cg
Index to: WARRANTY DEED

Return Address:
Pamela Benn
U.S. Fish and Wildlife Service
Division of Realty & Refuge Information
NWRS/RRI: Benn
911 NE 11th Ave.
Portland, OR 97232-4181

WARRANTY DEED

Grantors:

Elizabeth Hart Barnes Family, LLC

a Utah Limited Liability Company

4812 Adams Avenue

Ogden, UT 84403

Grantee:

United States of America

Legal Description:

Boise Meridian, T. 14 S., R. 44 E., sec. 7, lots 4, 5 and a portion of lot 6

See Full Legal Description

Assessor's Property Tax Parcel Account Number:
4844

WARRANTY DEED

The Grantor, Elizabeth Hart Barnes Family, LLC, for and in consideration of the sum of Sixty Four Thousand and No/100 Dollars ($64,000.00), receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey to the UNITED STATES OF AMERICA and its assigns, the following described real property located in the Bear Lake County, State of Idaho, containing 119.08 acres, more or less, to wit:

Lots 4 and 5 of Section 7, Township 14 South, Range 44 East, Boise Meridian, in Idaho.

ALSO, Commencing at the Southwest Corner of Lot 6 in Section 7, Township 14 South, Range 44 East of Boise Meridian, running thence North 7 chains and 50 links; thence East about 20 chains to the Eastern boundary line of said Lot 6; thence following the said Eastern boundary line in a Southeasterly direction about 9 chains to the Southeast Corner of said Lot 6; thence West about 24 chains to the place of beginning.

TOGETHER WITH the Grantor's right, title and interest in and to all mineral interests, water rights, easements, and appurtenances to said property;

The land is conveyed subject to existing easements for public roads and highways, railroads, pipelines, and public utilities

The Grantor further remise, release, and forever quitclaim to the UNITED STATES OF AMERICA, and its assigns, all right, title and interest which the Grantors may have in the banks, beds and waters of any streams bordering the said land conveyed and also all interest in any alleys, roads, streets, ways, strips, gores or railroad rights-of-way abutting or adjoining said land and in any means of ingress or egress appurtenant thereto.

The Grantor hereby covenant to and with the United States of America and its assigns, that Grantors are lawfully seized in fee simple of the above-granted real property, have a good and lawful right and power to sell and convey the same, that the same is free and clear of all encumbrances, except as shown herein, and that Grantor will forever warrant and defend the title thereto and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

TO HAVE AND TO HOLD the above described premises together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any way appertaining unto the UNITED STATES OF AMERICA and its assigns forever.

The acquiring agency is the United States Department of the Interior, U.S. Fish and Wildlife Service.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 9th day of June, 2011.

LA-Idaho
Bear Lake NWR
Elizabeth Hart Barnes Family, LLC (20)

Manager
Elizabeth Hart Barnes Family, LLC

ACKNOWLEDGMENT

STATE OF)
ss
County of)

On this 9th day of June, 2011, before me Kathleen J Daniel, personally appeared, Norman Barnes known to me to be the person described in and who executed the foregoing instrument and acknowledged to me he executed the same as his free act and deed and on oath stated that he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposed mentioned in the instrument.

Dated: June 9, 2011

Notary Public for and in for the State of Utah
Residing at Ogden, UT
My appointment expires 12-7-2014

WITNESS my hand and official seal.

Notary Public
KATHLEEN J. DANIEL
Commission #603843
My Commission Expires
December 07, 2014
State of Utah

LA-Idaho
Bear Lake NWR
Elizabeth Hart Barnes Family, LLC (20)

Flying S Title and Escrow of Idaho, Inc.
469 Washington St
Montpelier, ID 83254
Phone: (208)847-1300 / Fax: (208)847-1314

PR: AFFGRP **Ofc:** 38 (14077)

Final Invoice

To: US Fish and Wildlife Service
911 NE 11th Ave.
Portland, OR 97232

Invoice No.: 14077 - 381001165
Date: 12/01/2023
Our File No.: 1120933-MON
Title Officer: Carrie Hemmert
Escrow Officer:
Customer ID: 481829

Attention: Danielle Zarlengo
Your Ref.: USA Tract #45

Liability Amounts

RE: **Property:**
, Paris, ID 83261

Buyers:
Sellers: United States of America

Description of Charge	Invoice Amount
Guarantee-Recorded Document Guarantee	$350.00
Work Charge -Copies, 47 pages	$47.00

INVOICE TOTAL **$397.00**

Comments:

Thank you for your business!

To assure proper credit, please send a copy of this Invoice and Payment to:
Attention: Accounts Receivable Department
NOTE NEW REMITTANCE ADDRESS, LB# 1083, Flying S Title and Escrow, PO Box 35146
Seattle, WA 98124-5146

GUARANTEE

Issued by

Flying S Title and Escrow of Idaho, Inc.
469 Washington St, Montpelier, ID 83254
Title Officer: Carrie Hemmert
Phone: (208)847-1300
FAX: (208)847-1314

First American Title™

Form 5010500 (7-1-14)

Guarantee Number: 501055-

Guarantee Face Page

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

First American Title™

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

This jacket was created electronically and constitutes an original document

First American Title

Guarantee

Recorded Document Guarantee
ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
5010500-1120933-MON

LIABILITY: **$3,500.00** ORDER NO.: **1120933-MON**

FEE: **$350.00** REFERENCE NO.: **USA Tract #45**

First American Title Insurance Company
a Nebraska corporation, herein called the Company,
SUBJECT TO THE TERMS, LIMITATIONS AND CONDITIONS OF
THE APPLICATION FOR THIS GUARANTEE
EXECUTED ON November 30, 2023
WHICH APPLICATION, OR COPY THEREOF, IS ATTACHED HERETO AND
MADE A PART OF

GUARANTEES

The United States of America

herein called the Assured, against loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

Any claim or other notice to the Company shall be in writing and shall be addressed to the Company at 1 First American Way, Santa Ana, California 92707.

THIS GUARANTEE IS NOT VALID AND THE COMPANY SHALL HAVE NO LIABILITY HEREUNDER UNLESS THE APPLICATION REFERRED TO ABOVE OR COPY THEREOF AND SCHEDULE A ARE ATTACHED HERETO.

Dated: **November 15, 2023** at **7:30 A.M.**

By:
Authorized Countersignature

First American Title

Recorded Document Guarantee

ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
5010500-1120933-MON

Schedule A

Order No.: 1120933-MON

The assurances referred to on the face page are, that, based on a search of the records indicated in the Application referred to on the face page hereof, the following identified and attached documents constitute all of the Designated Documents requested in the Application.

Designated Documents:

1. Warranty Deed recorded January 12, 1931 as instrument number 35424, Book 31, page 600
2. Warranty Deed (Special) recorded October 27, 1936 as instrument number 42772, Book 35, page 103
3. Warranty Deed recorded December 16, 1953 as instrument number 68521, Book 45, page 234
4. Quitclaim Deed recorded April 24, 1975 as instrument number 105195
5. Warranty Deed recorded August 30, 1976 as instrument number 109395
6. Decree Quieting Title recorded September 9, 1976 as instrument number 109471
7. Warranty Deed recorded May 18, 1995 as instrument number 161608
8. Quit Claim Deed recorded October 23, 2003 as instrument number 186703
9. Corrected Quit Claim Deed recorded November 26, 2003 as instrument number 187069
10. Warranty Deed recorded September 6, 2005 as instrument number 192363
11. Warranty Deed recorded April 14, 2006 as instrument number 194319
12. Warranty Deed recorded February 18, 2021 as instrument number 234278

APPLICATION FOR THE ISSUANCE OF A RECORDED DOCUMENT GUARANTEE

Applicant, for the purpose of purchase, sale, lease or loan, is in the process of investigating the prior ownerships and uses of the Subject Property. As only a component of that investigation, Applicant hereby requests the Company to furnish Applicant with a Recorded Document Guarantee, which Guarantee will set forth and attach copies of the Designated Documents. The Guarantee is being provided to Applicant solely for the purpose of facilitating any innocent landowner or purchaser defenses which may be available under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended. It is provided for the sole use and benefit of Applicant and may not be used or relied upon by any other party.

1. The following terms when used in the Application and the Recorded Document Guarantee shall mean:

   a. **Applicant** - The party or parties which have executed this Application and which are shown as the Assured in the Guarantee.

   b. **CERCLA** - Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

   c. **Company** - First American Title Insurance Company.

   d. **Designated Documents** - Those documents specifically designated by Applicant in paragraphs 3a or 3b, and in paragraph 4 and which describe the Subject Property or any portion thereof and which are not Excluded Documents.

   e. **Excluded Documents** - Any of the following:

      (i) documents indexed in the Company's title plant records by name only,

      (ii) documents pertaining to an estate or interest in minerals, gas and oil, or other hydrocarbon substances,

      (iii) documents pertaining to water rights, claims or title to water, or

      (iv) documents recorded or indexed outside the chain of title, whether or not the documents impart constructive notice to purchasers of the Subject Property for value and without knowledge.

   f. **Guarantee** - Recorded Document Guarantee.

   g. **Land Records** - Those records in which under state statutes the Designated Documents must be recorded in order to impart constructive notice to purchasers of the Subject Property for value and without knowledge.

   h. **Subject Property** - The real property described in the Application, but not including any severed mineral estate.

2. The Subject Property is described as follows:
USA Tract #45 - Described in Warranty Deed recorded as Instrument No. 234278

3. Applicant hereby requests the Company to issue the Guarantee identifying only the following Designated Documents which are:

a. X currently posted in the Company's title plant and which were recorded in the Land Records

from January 1, 1932 (Date) through November 15, 2023 (Date).

b. _____ recorded and indexed in the grantor-grantee indices in the Land Records of

_____
Name of County and State

from _____ (Date) through _____ (Date).

4. Designated Documents as defined in paragraph 1(d) above:

a. X Deeds

b. _____ Leases and Subleases

c. _____ Mortgages/Deeds of Trust

d. _____ Environmental Protection Liens recorded pursuant to CERCLA

e. _____ All documents

5. Applicant specifically instructs the Company to disclose in the Guarantee only the Designated Documents indicated above. Applicant understands that during the course of searching the records covered by the Guarantee the Company may find or have knowledge of documents of a type other than the Designated Documents requested by Applicant. Even if the Company knows or would have reason to know Applicant may have an interest in these other documents, Applicant imposes no duty or responsibility on the Company to disclose those documents or their content to Applicant either through the Guarantee or otherwise.

6. BY THE EXECUTION AND SUBMISSION OF THIS APPLICATION TO THE COMPANY, APPLICANT ACKNOWLEDGES AND SUBMITS:

a. That the Company's sole obligation under the Guarantee, and this Application, shall be to conduct a search in accordance with the terms and provisions of this Application and to furnish copies of the Designated Documents to Applicant as a part of the Guarantee. The Company shall have no obligation to read, examine, or interpret the Designated Documents.

b. That the Company shall not be obligated under this Guarantee to pay any costs, attorneys' fees, or expenses incurred in any action, proceeding, or other claim brought against Applicant.

c. That the Guarantee is limited in scope and is not an abstract of title, title opinion, preliminary or title report, or commitment to issue title insurance.

d. That the Guarantee is not to be relied upon by Applicant or any other person as a representation of the status of title to the Subject Property.

e. That Applicant shall have no right of action against the Company, whether or not based on negligence, except under the terms and provisions of, and subject to all limitations of, this Application and the Guarantee.

f. That the Guarantee is not valid and the Company shall have no liability thereunder unless this Application, or copy thereof, is attached thereto.

g. That the Guarantee does not assure that Applicant will be entitled to any innocent landowner or purchaser defenses which may be available under CERCLA.

LIMITATION OF LIABILITY

APPLICANT RECOGNIZES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF DAMAGES WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN THE GUARANTEE. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITIES PURSUANT TO CERCLA. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED GUARANTEE UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF THIS LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THIS LIMITATION IS AS FOLLOWS:

APPLICANT AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS GUARANTEE, THAT THE COMPANY SHALL BE LIABLE TO APPLICANT UNDER THIS GUARANTEE ONLY IN THE EVENT THAT ENVIRONMENTAL HAZARDOUS WASTE OR TOXIC SUBSTANCE CLEAN-UP COSTS OR PENALTIES ARE ACTUALLY IMPOSED ON APPLICANT, OR AGAINST THE SUBJECT PROPERTY, SOLELY BY REASON OF AN ERROR OR OMISSION BY THE COMPANY IN FAILING TO IDENTIFY AND ATTACH THE DESIGNATED DOCUMENTS TO THE GUARANTEE, WHICH ERROR OR OMISSION BY THE COMPANY HAS CAUSED APPLICANT TO FAIL TO COMPLY WITH THE REQUIREMENTS FOR DUE DILIGENCE INQUIRY OF PRIOR OWNERSHIPS AND USES IN CONNECTION WITH THE INNOCENT LANDOWNER OR PURCHASER DEFENSES UNDER CERCLA; AND THEN THE LIABILITY SHALL BE A ONE-TIME PAYMENT TO APPLICANT OF $ 3,500.00 .

ACCORDINGLY, APPLICANT REQUESTS THAT THE GUARANTEE BE ISSUED WITH THIS LIMITATION AS A PART OF THE CONSIDERATION THAT APPLICANT GIVES THE COMPANY TO PREPARE AND ISSUE THE GUARANTEE.

APPLICANT CERTIFIES THAT HE HAS READ AND UNDERSTANDS ALL OF THE TERMS, LIMITATIONS AND CONDITIONS OF THIS APPLICATION.

Executed this 30th day of November, 2023.

DANIELLE ZARLENGO

Digitally signed by DANIELLE ZARLENGO
Date: 2023.11.30 12:40:52 -08'00'

(Applicant's Signature Provision)

(This application must be signed by the Applicant itself or an attorney at law representing the Applicant.)

EXHIBIT 'A'

File No.: **1120933-MON (ch)**

A portion of Section 6, Township 14 South, Range 44 East of the Boise Meridian, Bear Lake County, Idaho, described as:
Commencing at government meander line angle point 2 in said section 6;
Thence following said government meander line along the northwesterly side of North Lake, South 61°31'53" West, 1808.03 feet to the center line of Bloomington Creek and the Point Of Beginning;
Thence northerly along the center line meanders of Bloomington Creek:
North 07°49'27" West 160.65 feet,
North 00°46'44" West 99.79 feet,
North 14°59'12" West 71.33 feet,
North 65°20'29" West 53.53 feet,
South 76°25'02" West 146.58 feet,
North 87°29'09" West 59.10 feet,
North 68°10'38" West 73.52 feet,
North 47°37'05" West 166.63 feet,
South 70°49'36" West 110.10 feet,
South 33°38'48" West 54.74 feet,
South 61°28'33" West 91.84 feet to the intersection of the centerline of the current channel of Bloomington Creek and the old channel of Bloomington Creek;
Thence southerly along the centerline meanders of said old channel:
South 08°28'51" West, 50.42 feet,
South 43°30'33" West, 46.68 feet,
South 06°43'11" West, 11.00 feet,
South 03°00'00" West, 6.43 feet,
to the intersection with the projected line of an existing fence;
Thence South 37°38'13" East along said existing fence 563.00 feet, more or less, to the meander corner common to sections 6 and 7, said township and range;
Thence along the meander line of North Lake North 61°31'53" East, 450 feet more or less, to the Point Of Beginning.

WARRANTY DEED RECORD No. 31

Pg 600

Instrument No. 25484

THIS INDENTURE, Made the 22nd. day of September, in the year of our Lord one thousand nine hundred and thirty, between George P. Bunn and Rena Bunn, husband and wife of, County of Bear Lake, State of Idaho, parties of the first part, and Miller & Viola, a corporation of the, County of Salt Lake, State of Utah, party of the second part:

WITNESSETH, That the parties of the first part, for and in consideration of the sum of

One dollar and other good and valuable considerations - - - - - - - - - - - - DOLLARS, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, ha granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents do GRANT, BARGAIN, SELL, ALIEN, REMISE, RELEASE, CONVEY and CONFIRM, unto the said party of the second part, and to its heirs and assigns forever, all that certain piece or parcel of land, situated in the County of Bear Lake, State of Idaho, and known and described as follows, to-wit:

Commencing at a point 5 chains and 40 links west of the northeast corner of of the southeast quarter (SE¼) of the northeast quarter (NE¼)of Section twelve (12), Township fourteen (14) South, Range forty three (43) east of the Boise Meridian and running thence south 5 chains and 70 links; thence east 20 chains; thence north 5 chains and 70 links; thence west 20 chains to place of beginning. Also commencing at a point 5.27 chains east and 18.77 chains north 1° east to center of Paris Creek, from the southwest corner of Section six (6), Township fourteen (14) south, Range forty-four (44) east of the Boise Meridian and running thence south 1° west 18.77 chains; thence east 10 chains; thence north 10.16 chains; thence up center of channel of Paris Creek following its meanderings to place of beginning. Also, commencing at a point 24 chains 80 links east along Section line from the northwest corner of the northeast quarter (NE¼) of the northeast querter (NE¼) of Section twelve (12), Township fourteen (14) south, Range forty-three (43) east of the Boise Meridian and running thence east along section line 10 chains; thence south 20 chains; thence west along 40 acre line 20 chains, north 4 chains 35 links; thence east 10 chains; thence north 15 chains 65 links to place of beginning. Excepting from above described tract the following right of way: Commencing at a point 4 chains 35 links north from the southwest corner of said last described tract; thence running east 10 chains; thence running northeasterly 10 chains; more or less to a point 9 chains north of the southeast corner of said land; thence south 2 rods; thence southwesterly 10 chains, more or less; thence west 10 chains; thence north 2 rods to place of beginning. A net acreage is contained herein of fifty-five (55) acres of land, more or less.

Together with all ditch and water rights of every nature, however evidenced, belonging to said land.

This conveyance is made subject to all taxes and encumbrances as shown by the records of Bear Lake County, State of Idaho.

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereto belonging, or in any wise appertaining, and the rents, issues and profits thereof, and also all the estate, right, title, interest, property, possessions, claim and demand whatsoever, as well in law as in equity, of the said parties of the first part, of, in or to said premises, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD, All and singular, the said premises, together with the appurtenances, unto the said party of the second part, and to its heirs and assigns, forever, and the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said party of the second part, its heirs and assigns, against the said parties of the first part, and their heirs, and against any and all persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

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

Signed, Sealed and Delivered in the Presence of

Geo. P. Bunn (SEAL.)

Rena Bunn (SEAL.)

STATE OF IDAHO, }
COUNTY OF BEAR LAKE, } ss. UNITED STATES OF AMERICA

On this 24th. day of October, in the year of our Lord one thousand nine hundred and thirty, before Amy M. Athay, Clerk of District Court within and for said County and State, personally appeared George P. Bunn and Rena Bunn, husband and wife, personally known to me to be the persons whose names are subscribed to the within instrument, and duly acknowledged to me that they executed the same.

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

(SEAL)

Amy M. Athay
Clerk, District Court, Paris, Ida.

Recorded at request of E. L. McClave
at 9:45 o'clock A M., this 12th. day of January, A. D. 1931

Fee, $1.00

Sam S. Franks
County Recorder.

, Deputy.

Recorded at the request of Chas. E. Harris at 11:50 o'clock A. M. October 27th, 1936.

By Eugene Shepherd Deputy Sam V. Tunks, Recorder

Fee $1.00

No. 42772

Bk 35, Pg 103

WARRANTY DEED
(Special)

THIS INDENTURE, made by and between MILLER & VIELE, a corporation of the State of Utah, party of the first part, and J. Vivian Nye, of the County of Bear Lake, State of Idaho, party of the second part,

WITNESSETH:- That the said party of the first part, for and in consideration of the sum of ($10.00) Ten Dollars and for other good and valuable consideration to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said party of the second part, and to his heirs and assigns forever the following described real estate situated in Bear Lake County, State of Idaho, to-wit:

Com at a point 5 chains & 40 links West of the Northeast corner of Southeast quarter (SE¼) of Northeast quarter (NE¼) of Section Twelve (12), Township Fourteen (14) South Range Forty three (43) East of Boise Meridian, thence South 5 chs. 70 links; thence East 20 chains; thence North 5 chains 70 links; thence West 20 chains to beginning. Also com. at a pt. 5.27 chains East & 18.77 chains North 1° East to center of Paris Creek from Southwest corner section Six (6), Township Fourteen (14) South Range Forty-four (44) East of Boise Meridian; thence South 1° West 18.77 chains; th. East 10 chains; th. North 10.16 chains; th. up center of channel of Paris Creek following its meanderings to place of beginning. Also commencing at a point 24 chains 80 links East along Section line from Northwest corner of Northeast quarter (NE¼) of Northeast quarter (NE¼) of Section Twelve (12), Township Fourteen (14) South Range Forty three (43) East of Boise Meridian; th. East along Section line 10 chains; th. South 20 chains; th. West along 40 acre line 20 chains; North 4 chains; 35 links; th. East 10 chains; th. North 15 chains 65 links to beg. Excepting from last described tract the following right of way: Com. at a pt. 4 chains 35 linsk West from Southwest corner of said last described th. East 10 chains; th. NE'ly 10 chains, more or less to a pt. 9 chains North of Southeast corner of said land; th. South 2 rds. th. SW'ly 10 chains, more or less. th. West 10 chains th. North 2 rds to place of beginning. A net acreage is contained herein of Fifty Five (55) acres of land, more or less.

Together with all ditch and water rights of every nature, however evidenced, belonging to said land.

This conveyance is made subject to all taxes and encumbrances of every nature as shown by the records of Bear Lake County, State of Idaho.

(FIFTY CENTS CANCELLED DOCUMENTARY STAMPS ATTACHED)

Together with all and singular, the tenements, ditch and water rights, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the rents, the issue and the profits thereof. This conveyance is made subject to all existing rights of way.

And the party of the first part does hereby warrant the title as against all and every person and persons whomsoever, lawfully claiming or to claim by, through or under said party of the first part.

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

IN WITNESS WHEREOF, Miller & Viele has caused its corporate name to be signed to this instrument, and its corporate seal affixed, this 28th day of March, A. D. 1935.

(SEAL)

MILLER & VIELE
By C. H. Morehouse, Vice-President
By Harold W. Langton, Secretary-Treas

...day of ... in the year 1936, before me, Addison D. Perry, Jr. a Notary ... and State, personally appeared C. H. Morehouse and Harold W. ... known to me to be the Vice-President, the Secretary and Treasurer, respectively, ... the corporation that executed the within instrument, and acknowledged to me that such cor... poration executed the same.

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

(SEAL)

Addison D. Perry, Jr.
Residing at Salt Lake City, Utah.

My commission expires April 30, 1938.

Recorded at the request of J. Vivian Nye at 3:10 o'clock P. M. October 27th, 1936.

By _____ Deputy

Sam V. Tunks, Recorder

Fee $1.00

No. 2761 ✓

IN THE PROBATE COURT OF BEAR LAKE COUNTY STATE OF IDAHO

IN THE MATTER OF THE ESTATE OF JOHN B. CLEVELAND, deceased.

DECREE OF SETTLEMENT OF FIRST AND FINAL ACCOUNT AND OF DISTRIBUTION OF ESTATE.

Landon R. Pugmire, the executor of the Last Will and Testament of John B. Cleveland, deceased, having on the 16th day of October 1936, rendered and filed herein a full account and report of his administration of the estate of said deceased, which account was for the final settlement, and having with said account filed a petition for the final distribution the residue of said estate, among those entitled thereto, and said account and petition co... on regularly this day for hearing, proof having been made to the satisfaction of the court notice has been given of the settlement of said account and the hearing of said petition, the manner and for the time in such cases provided by law, and the order of this court, an... no objections or exceptions to said account or to said petition having been made or filed herein by any person or persons interested in said estate, or otherwise, and it appearing ... the court to its satisfaction from the evidence adduced at such hearing that the said acco... is in all respects just, true and correct and should be settled as rendered, and that all ... singlular the allegations and statements contained in said petition for distribution is an... are true, and the court hereby finds them to be true; That all state, county and other tax... levied against the property of said estate, have been paid in full, and that all claims and debts against said estate, have been paid in full, and that all costs, charges and expenses of administration have been paid and discharged;

And it further appearing that the said John B. Cleveland died in the county ... state of Idaho on or about the 31st day of January 1936, leaving estate in said county ... state, and that he left surviving him the following named next of kin and heirs at ...

Grover S. Cleveland, a son, residing at St. Charles, Idaho
Ellsworth P. Cleveland, a son, residing at St. Charles, Idaho

That said deceased left a last will and testament bearing date the ... 1935, which said last will and testament has been duly admitted to ... said last will and testament said Grover S. Cleveland and Ellsworth P. Cleveland deceased, and Clafford Cleveland, a brother of deceased were named the ... legatees, and who are entitled to receive the residue of the estate ... accordance with ... as provided by said last will and testament.

And it further ... that ... time to ... estate ... been ... the ... account, ... said ... and ... said first ... and ...

...west 241 feet;
...of Utey Street
...of
...of said
...ding.

...mmences thereof
...hereof, and also
...ed whatsoever,
...of, in or to said
...

...said premises, together with the appurte-
...unto the said Grantees and assigns forever, and
...said Grantees, in the quiet and peace-
...ession, his heirs and assigns against the
...Grantors herein, and against any and all persons whomsoever,
...lawfully to claim the same, shall and will warrant and by these presents for-
...ever defend.

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

Arthur Sorenson
A. P. Sorenson (SEAL)

Gertrude Sorenson (SEAL)

STATE OF IDAHO,)
)ss.
County of Bear Lake)

On this 8th day of December, in the year of our Lord one thousand nine hundred and fifty-three before me, Ruth Aland a Notary Public within and for said County and State personally appeared ARTHUR SORENSON (sometimes known as A. P. Sorenson and as Arthur P. Sorenson) and GERTRUDE SORENSON, husband and wife, personally known to me to be the persons whose names are subscribed to the within instrument, and duly acknowledged to me that they executed the same.

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

(SEAL)
Ruth Aland
My Commission Expires:
March 6, 1956.
NOTARY PUBLIC for Idaho
Residing at Montpelier, Idaho.

Recorded at the request of C. E. Jewell; 11:00 A.M.; Dec. 15, 1953; Book 45 of Deeds at page 233.
By Lucy Carter Deputy
Fee $1.50
San V. Tunks, Recorder.

No. 68521. WARRANTY DEED BK 45, Pg. 234

THIS INDENTURE, Made the 18th day of July, in the year of our Lord one thousand nine hundred and fifty-three between LULA NYE of Paris, County of Bear Lake, State of Idaho, party of the first part, and J. VIVIAN NYE of Paris County of Bear Lake, State of Idaho, party of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of ONE DOLLAR, LOVE AND AFFECTION, AND AS A GIFT lawful money of the United States of America to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these present do GRANT, BARGAIN, SELL, ALIEN, REMISE, RELEASE, CONVEY and CONFIRM unto the said party of the second part, and to his heirs and assigns forever, all those certain pieces or parcels of land, situated in the County of Bear Lake, State of Idaho, and known and described as follows, to-wit:

ALL OF MY RIGHT, TITLE AND INTEREST (being an undivided one half community interest) IN AND TO THE FOLLOWING DESCRIBED REAL ESTATE TO-WIT:

Commencing at a point 4.80 chains East along Section line from the NW corner of the NE¼ of the NE¼ of Section 12, Township 14 South, Range 43 East, Boise Meridian, and running thence East along Section line 20 chains; thence South 5.65 chains; thence West 10 chains; thence South 10 chains; thence West 10 chains; thence North 15.65 chains to place of beginning, and containing 24 acres and 48 square rods of land, be there more or less.

Also, Commencing at a point 2.15 chains East and 5.15 chains North from Meander corner to Sections 1, and 12, Township 14 S.R. 43 E.B.M., and running thence South 5.15 chains; thence East 20.14 chains; thence N. 1° East 18.77 chains to center of Paris Creek, thence up said creek, following its windings to place of beginning, containing 15 acres more or less.

Also, Commencing at a point 15.65 chains South along 40 acre line and 14.75 chains East from the Northwest corner of the Northeast quarter of Northeast quarter of Section 12, Township 14 South, Range 43 East of Boise Meridian, and running thence North 10 chains; thence East 10 chains; thence South 10 chains; thence West 10 chains to place of beginning, containing 10 acres of land be there more or less.

Also, Commencing 14.30 chains North and 5.40 chains West from the SE corner of the NE¼ of Section 12 in Tp. 14 South, Range 43 East, Boise Meridian, and running thence West 20 chains; thence North 10.25 chains; thence East 20 chains; thence South 10.25 chains to the place of beginning, and containing 20 acres of land be there more or less, situated and lying in the County of Bear Lake, State of Idaho.

Also, Commencing at a point 5.95 chains West from the SE corner of the NE¼ of Section 12, Tp. 14 S. R. 43 E.B.M., and running thence West 56 rods; thence North 58 rods; thence East 56 rods; thence South 58 rods to the place of beginning, containing 20 acres and 48 square rods of land, more or less.

Also, Commencing at a point 20 chains West from the NE corner of the SE¼ of Section 12, Tp. 14 S. R. 43 E.B.M., and running thence North 14.05 chains; thence West 5.38 chains;

14 chains; thence East 5.34 chains to the place of beginning, containing 7½ [illegible] there more or less.

[illegible], 15 shares of the Capital stock of the Dry Lake Canal Company.

[illegible] Commencing at a point 5.95 chains West from the SE corner of the NE¼ of [illegible] aforesaid, running thence North 58 rods; thence East 6.07 rods; thence South 58 [illegible] 6.07 rods to place of beginning, containing 2.2 acres more or less.

Also, Commencing at the Southeast corner of the Southwest Quarter of the NW¼ of [illegible] 7, Tp. 14 South, Range 44 East, Boise Meridian, running thence West 97.93 rods; [illegible] 58 rods; thence East 97.93 rods; thence South 58 rods to place of beginning, containing 35.80 acres of land more or less.

Also, Beginning at a point which is 25.26 chains N. 89° 27' W. and 14.27 chains North from the NE corner of the SE¼ of Section 12, Tp. 14 S.R. 43 E.B.M., (the same being the corner of Lot 11); run thence North 10.25 chains; thence East 9.98 chains (to local line) thence North 20.80 chains to center of Paris Creek; thence up the channel of said Creek, following its windings, (to a point which is 10.00 chains West and 16.15 chains North of place of beginning); thence South 16.15 chains, (to SW corner of Lot 11); thence East 10.00 chains to place of beginning, containing 43 acres and 57 square rods, more or less.

Also, Commencing at a point 7.50 chains North from the SW corner of Lot 6, Section 7, Township 14, S.R. 44 East, Boise Meridian, running thence North 26.80 chains; thence East about 27.60 chains to the Eastern boundary line of Lot 7, thence first in a Southwesterly course and thence in a Southeasterly direction to a point 7.50 chains North of the Southern boundary line of said Lot 6, and directly East from place of beginning; thence West about 20 chains to place of beginning, containing about 52.44 acres, more or less.

Also, Commencing at a point 35.26 chains North 89°27' W. and 3.93 chains North from the NE corner of the SE¼ of said Section 12, running thence North 10.25 chains; thence East 10 chains; thence South 10.25 chains; thence West 10 chains to place of beginning, containing 10.25 acres of land more or less, all in Twp. 14, S.R. 43 E.B.M.

Also, Commencing at a point 5.40 chains West of the NE corner of the SE¼ of the NE¼ of Section 12, Twp. 14 S.R. 43 E.B.M., running thence South 5.70 chains; thence East 20 chains; thence North 5.70 chains; thence West 20 chains to place of beginning.

Also, Commencing at a point 5.27 chains East and 18.77 chains North 1° East to center of Paris Creek from SW corner of Section 6, Twp. 14 S.R. 44 E.B.M., running thence South 1° W. 18.77 chains; thence East 10 chains; thence North 10.16 chains; thence up center of channel of Paris Creek following its meanderings to place of beginning.

Also, Commencing at a point 24.80 chains East along Section line from NW corner of NE¼ of NE¼ of Section 12, Twp. 14 S.R. 43 E.B.M., running thence East along Section line 10 chains; thence South 20 chains; thence West along 40 acre line 20 chains; thence North 4.35 chains; thence East 10 chains; thence North 15.65 chains to place of beginning. EXCEPTING from last described tract the following right of way: Commencing at a point 4.35 chains West from the SW corner of said last described tract, thence East 10 chains; thence Northeasterly 10 chains, more or less, to a point 9 chains North of the SE corner of said land; thence South 2 rods; thence Southwesterly 10 chains, more or less; thence West 10 chains; thence North 2 rods to place of beginning. A net acreage is contained herein of 55 acres more or less.

Also, Tract No. 2246 described as follows, to-wit: Lot 9 of Block 9 of Paris, Bear Lake County, Idaho, except the following portion thereof to-wit: Commencing at the NW corner of said Lot 9 of Block 9 of said City of Paris, Bear Lake County, Idaho, and running thence South 10 rods; thence East 2 rods; thence North 10 rods; thence West 2 rods to place of beginning.

Also, Commencing at a point 7.50 chains North from the SW corner of Section 12, Twp. 14 S.R. 43 E.B.M., and run thence North 5.80 chains; thence East 1.17 chains; thence North 10.18 chains; thence West 1.17 chains; thence North 9.47 chains; thence South 89° E. 10 chains; thence North 20.43 chains; thence South 89° E. 9.67 chains; thence South 45.88 chains; thence West 19.67 chains to place of beginning, containing 68.62 acres of land.

Also, Commencing at a point 68 rods and 8 links S. 72° 30' W. from the center of Section 10, Twp. 14, S.R. 43 E.B.M., and running thence South 24 rods and 15 links; thence S. 58° E. 27 rods and 16 links; thence S. 22°45' E. 22 rods; thence West 207 rods and 15 links; thence North 75 rods and 8 links; thence S. 78° 40' E. 82 rods and 3 links; thence S. 65° E. 32 rods; thence N. 86° E. 15 rods; thence N. 76° 20' E. 51 rods and 18 links to place of beginning, containing 68.8 acres ofland, more or less.

Also, Lot 10 in Block 9 of the Paris Townsite Survey as platted in Plat Book "B" on page 107 of the records of Bear Lake County, Idaho.

Together with all water rights thereunto belonging or having been used upon said premises, and more particularly described as one share of the capital stock of the Pioneer Irrigation & Manufacturing Company.

Saving and excepting from the foregoing that portion of said lot heretofore conveyed to the O.S.L. Ry. Co., being a small triangular piece in the SE corner of said Lot.

Also, Lot 3, Section 7, Township 14 South, Range 44 East, Boise Meridian, containing 40 acres.

Also, Fraction of SW¼NW¼ Section 33, Twp. 13 S.R. 43 E.B.M., further described as Tract-855 further described as:

Commencing at SW corner of NW¼ of Section 33, Twp. 13 S.R. 43 E.B.M., running thence North 52 rods; thence East 80 rods; thence South 52 rods; thence West 80 rods to place of beginning.

Also, The West half of the SW¼ of Section 33, Twp. 13 S.R. 43 E.B.M., and containing 80 acres, more or less.

Also, Lot 4 and the SW¼NW¼ and the NW¼SW¼ of Section 4, Twp. 14 S.R. 43 E.B.M., containing 119.15 acres, more or less.

Also, Commencing at a point from which the meander corner between Sections 1 and 2, Twp. 14 S.R. 43 E.B.M., bears N. 48° 25' E. 1573 feet; from thence South 722 feet to center of land; thence S. 89° 57' W. 660 feet; thence N. 59° W. 297 feet to center of Paris

...thence meander main channel Paris Creek to a point which is from point of beginning ... feet, West 647.5 feet, and North 302 feet to Center of creek; thence meander old channel of creek to point 403 feet North of point of beginning.

Meander corner referred to is 17 chains East from the NE corner of Section 12.

Compass variations taken as 18°

Said tract containing approximately 19 acres.

Also, Commencing at a point 5.65 chains West of the NW corner of Lot 7, Section 7, Twp. 14 S.R. 44 E.B.M., running thence South 5.70 chains; thence East about 36 chains to ... boundary line of said Lot 7; thence running in a Northwesterly direction along the ... line of said Lot to the NE corner of said Lot 7; thence West about 33 chains to place of beginning and containing 19 and 137/160 acres of land, more or less.

Also, the following parcel of land: Commencing at a point 5.65 chains West of the SW corner of Lot 7, run thence South 5.70 chains in Section 7, Twp. 14 S.R. 44 E.B.M., running thence North 66 rods; thence East about 36 chains, more or less, to the Eastern boundary line of Lot 8, Section 7, in J. A. Sutton's Homestead Entry; thence South about 10.75 chains; thence West 33 chains, containing 38 acres and 112 square rods, be there more or less.

Also, Commencing at a point 51 rods and 1½ feet West of the SE corner of the NE¼ of Section 11, Twp. 14 S.R. 43 E.B.M., Paris Townsite Survey, and running thence North 54 rods; thence West 6 rods and 6 feet; thence South 54 rods; thence East 6 rods and 6 feet to the place of beginning, containing 2 acres and 22 square rods.

Also, Commencing at a point 48 rods and 3½ feet West of the SE corner of the NE¼ of Section 11, Twp. 14 S.R. 43, E.B.M., and running thence South 18° W. 66 rods; thence West 18° N. 19 rods and 6 feet; thence N. 18° E. 66 rods; thence East 18° S. 19 rods and 6 feet to the place of beginning and containing 8 acres, more or less.

Also 7 shares of stock in the Southfield Ditch and Canal Company being the water right to the above described land.

Also, Commencing at a point 5.40 chains West of the NW corner of Lot 7, Section 7, Twp. 14 S.R. 44 E.B.M., and running thence North 165 rods to center of Paris Creek; thence running down said Creek following its windings to Bloomington Creek; thence following said creek in its windings to a point 10.75 chains North from the SE corner of Lot 8 in J. A. Sutton's Homestead entry; thence West 36 chains; thence South 66 rods; thence West 1 rods to place of beginning, containing 47 acres and 54 square rods of land, be there more or less.

Also, the NW¼NE¼; and NE¼NW¼ of Section 4, Township 14 S.R. 43 E.B.M., containing 80 acres. ALSO:

The S½ NE¼, Section 32, Township 13 S.R. 43 E.B.M., containing 80 acres.

Also, the North 8 rods of Lots 6, 7, 8, 9 and 10 of Block 2, of Paris Townsite Survey, in Bear Lake County, Idaho, in Section 11, Township 14 S.R. 43 E.B.M., and further described as follows: Commencing at the NW corner of Block 2, of Paris Townsite Survey, in Bear Lake County, Idaho, in Section 11, Twp. 14 S.R. 43 E.B.M., and running thence South 8 rods; thence East 40 rods; thence North 8 rods; thence West 40 rods to place of beginning and containing 2 acres more or less.

Also, the E½SE¼, Section 12, Township 14 South, Range 43 E.B.M.

Also, Beginning at a point in the North line of 2nd North Street, Paris City Plat; said point being 1666 feet East of the North and South center line of Section 2, Twp. 14 S.R. 43 E.B.M., and run thence Northerly 186 feet; thence N. 89°34' W. a distance of 322 feet; thence Southerly 186 feet, to a point in the North line of 2nd North Street; thence Easterly along said line 322 feet to point of beginning, containing 1.38 acres, more or less.

Also, Lots 12, 17, and 18 in Section 7, Twp. 14 S.R. 44 E.B.M.

Also, Lots 2, 3 and 4, the SE¼NW¼, E½SW¼, W½SE¼, Section 31, Twp. 13 S., and the Lots 2, 3, 4, and 5 of Section 6 in Twp. 14 S., all in Range 43 E.B.M., and containing 601 and 77/100 acres.

Also, the NE¼; the E½ of the SE¼ of Section 31; the S½ of the SE¼ of Section 30 excepting that portion within the boundaries of the Hammond Creek Reservoir; all in Township 13 South, Range 43 East, Boise Meridian in Idaho.

Together with any and all water or water rights belonging or having been used on said premises herein described.

Together with all and singular the tenements, hereditaments and appurtenances thereof, belonging, or in any wise appertaining, and the rents, issues and profits thereof, and also all the estate right, title interest, property, possession, claim and demand whatsoever, as well in law as in equity of the said party of the first part, of, in or to said premises, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever, and said party of the first part, and her heirs, the said premises, in the quiet and peaceable possession of the said party of the second part, his heirs and assigns against the said party of the first part, and her heirs and against any and all person whosoever, lawfully claiming or to claim the same, shall and will warrant any by these present forever defend.

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

Signed, Sealed and Delivered
in the Presence of

Lula Nye

Lula Nye (SEAL)

Helen Lindsay
Adeline E. Tueller
John B. Hoge

UNITED STATES OF AMERICA

STATE OF IDAHO,)
County of Bear Lake) ss.

On this 18th day of July in the year of our Lord one thousand nine hundred and fifty-three before me, JOHN B. HOPE, a Notary Public within and for said County and State personally appeared LULA NYE personally known to me to be the person whose name is subscribed to the within instrument, and duly acknowledge to me that she executed the same.

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

(SEAL)

My Commission Expires:
25 June 1954

John B. Hope
Notary Public for Idaho.
Residing at Paris, Idaho.

Recorded at the request of J. V. Nye; 9:30 A.M.; Dec. 16, 1953; Book 45 of Deeds at page 234.

By Ruby Bolton Deputy

Fee:$6.25

Sam V. Tunks, Recorder.

No. 68527. WARRANTY DEED

THIS INDENTURE, Made the 18th day of September, in the year of our Lord one thousand nine hundred and fifty-three between WARNER E. WUTHRICH and MARTHA WUTHRICH, husband and wife, of 15534 Romar Street, San Fernando, County of Los Angeles, State of California, parties of the first part, and ROBERT J. WUTHRICH of Georgetown, County of Bear Lake, State of Idaho, party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of ONE DOLLAR AND AS A GIFT, lawful money of the United States of America to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents do GRANT, BARGAIN, SELL, ALIEN, REMISE, RELEASE, CONVEY and CONFIRM unto the said party of the second part, and to his heirs and assigns forever, all that certain piece or parcel of land, situated in the County of Bear Lake, State of Idaho, and known and described as follows, to-wit:

A fraction of Lot 5 in Block 10 of the village of Georgetown, Idaho being further described as follows to-wit:

Beginning at a point on the South boundary line of street running Easterly and Westerly, which said point is 5.56 chains N. 63° 30' E. of a point where said South boundary line of street running Easterly and Westerly intersects the center line of street running Northerly and Southerly and said intersection point is approximately 37 rods South and 32 rods East of the Northwest corner of the Southeast quarter of Section 12, Township 11 South, Range 43 East, Boise Meridian in Idaho; running thence S. 63° 30' W. 40 feet; thence S. 26° 30' E. 100 feet; thence N. 63° 30' E. 40 feet; thence N. 26° 30' W. 100 feet to the place of beginning and containing 4000 square feet, be there more or less.

Together with all and singular the tenements, hereditaments and appurtenances thereof, belonging, or in any wise appertaining, and the rents, issues and profits thereof, and also all the estate right, title, interest, property possession, claim and demand whatsoever, as well in law as in equity of the said parties of the first part, of, in or to said premises, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever, and said parties of the first part, and their heirs, the said premises, in the quiet and peaceable possession of the said party of the second part, his heirs and assigns against the said parties of the first part, and their heirs and against any and all persons whosoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

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

Warner E. Wuthrich (SEAL)

Martha Wuthrich (SEAL)

STATE OF IDAHO)
) ss.
County of Bear Lake)

On this 18 day of September in the year of our Lord one thousand nine hundred and fifty-three before me, John B. Hope, a Notary Public within and for said County and State personally appeared WARNER E. WUTHRICH, personally known to me to be the person whose name is subscribed to the within instrument, and duly acknowledged to me that he executed the same.

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

(SEAL)

My Commission Expires:
25 June 1954.

John B. Hope
Notary Public for Idaho,
Residing at Paris, Idaho.

Recorded at the request of Robert J. Wuthrich; 11:00 A.M.; Dec. 17, 1953; Book 45 of Deeds at page 237.

By Ruby Bolton Deputy

Fee:$2.00

Sam V. Tunks, Recorder.

No. 68532. WARRANTY DEED

THIS INDENTURE, Made the 31st day of July, in the year of our Lord one Thousand nine hundred and Fifty One between John B. Hope and June S. Hope, his wife; Nadia H. Johnson and J. Dow Johnson, her husband; and Olga H. Klinke and Fred T. Klinke, her husband, of Paris, County of Bear Lake, State of Idaho, the parties of the first part, and J. VIVIAN NYE of Paris, County of Bear Lake, State of Idaho, the party of the second part;

105195

STATE OF IDAHO
County of Bear Lake
Date April 24, 1975
Time 4:45 P.M.
No. Microfilmed
Clerk Betty Wallentine
Jeannine Parker Deft

INDEXED

QUITCLAIM DEED

THIS INDENTURE, made this 10th day of April, 1975, between ANITA EVELYN JACKSON, formerly known as ANITA EVELYN NYE, also formerly known as ANITA NYE, of Paris, Bear Lake County, State of Idaho, the Party of the First Part, and WAYNE H. NYE, of Paris, Bear Lake County, State of Idaho, the Party of the Second Part,

W I T N E S S E T H:

That the Party of the First Part, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, lawful money of the United States of America, to the Party of the First Part in hand paid by the Party of the Second Part, the receipt whereof is hereby acknowledged, does by these presents remise, release and forever QUITCLAIM, unto the said Party of the Second Part, and to his heirs and assigns forever, all the following described real estate, situated in Bear Lake County, State of Idaho, to-wit:

The North 8 rods of Lots 6, 7, 8, 9 and10 of Block 2, Paris Townsite Survey, in Bear Lake County, Idaho, in Sec. II, Twp. 14 S, R. 43 EBM, and further described as follows: Commencing at the NW corner of Block 2, Paris Townsite Survey, in Bear Lake County, Idaho, in Sec. II, Twp. 14 S, R. 43, and running thence South 8 rods; thence East 40 rods; thence North 8 rods; thence West 40 rods to place of beginning, and containing 2 acres, more or less; Together with all water rights thereunto belonging.

ALSO, All of Lot 10, in Block 9 of the Paris Townsite Survey, in Bear Lake County, Idaho, as platted in Plat Book "B" on page 107 of the records of Bear Lake County, Idaho; EXCEPT: Commencing at the NW Corner of said Lot 10 in Block 9 of the Paris Townsite Survey, Bear Lake County, Idaho, and running thence East 3 rods; thence South 11 rods; thence West 3 rods; thence North 11 rods to the place of beginning.

ALSO, Commencing at a point 1484 feet West and 1009 feet South from the NE Corner of the SE Quarter of Sec. 11, Twp. 14 S, R. 43, EBM, running thence West 2388 feet (to the East side of U.S. Highway 89); thence North 443 feet (to the S side of Mutual Creamery Lot); thence East 237 feet; thence North 181.5 feet; thence East 57 feet; thence North 496½ ft; thence W 294 ft; thence N 143½ feet; thence E 2388 ft; (to the W line of J. W. Cook Tract); thence S 1264 ft., to place of beginning; EXCEPT: Commencing at a point which is 1954 ft. W of

a point which is 1009 ft. S and 1484 Ft. W of the NE Corner of the SE Quarter of Sec. 11, Twp. 14 S., Range 43, EBM, and running thence W 434 ft. to East side of U.S. Hwy. 89 (which said point is also designated as a point 64 rods S and 80 rods E of SW Corner of NW Quarter of said Sec. 11); thence N along said Hwy. a distance of 257 feet; thence Easterly along a straight line a distance of 498 ft., more or less, to a point which is 184 ft. N of place of beginning; thence S 184 feet to place of beginning.

ALSO, Block 1 as recorded in Plat "A" of the Paris Townsite as recorded in Bear Lake County, Idaho.

ALSO, Commencing at a point 2220 feet North and 2660 feet West from the Quarter corner to Sections 13 and 14 in Twp.14 S, R. 43, EBM, Idaho; running thence South 330 ft.; thence West 1400 ft; thence N 330 ft; thence E 1400 ft. to the place of beginning.

ALSO, Commencing at a point 78 links S from the NW corner of the SE Quarter of the NW Quarter of Sec. 14, Twp. 14 S R. 43, EBM, Idaho; running thence S 89° 20' E. 20.90 chains; thence S 6.00 chains; thence N 89° 20' W 20.90 chains; thence N 6.00 chains to place of beginning.

ALSO, Commencing at a point 6.78 chains S of NW corner of the SE Quarter of NW Quarter of Sec. 14, Twp. 14 S, R. 43, EBM, Idaho; running thence S 5.15 chains; thence E 6.97 chains; thence S 4.90 chains; thence N 89° E 10.26 chains; thence N 3° 30' E. 4.66 chains; thence E 2.61 chains; thence N 5.00 chains; thence N 89° 20' W 20.90 chains to the place of beginning.

ALSO, commencing at a point 11.93 chains S from the NW corner of the SE Quarter of NW Quarter of Sec. 14, Twp. 14 S, R. 43, EBM, Idaho; running thence E 6.97 chains; thence S 4.90 chains; thence S 89° W. 6.97 chains; thence N 5.00 chains to the place of beginning.

EXCEPT: That portion heretofore conveyed to the State of Idaho for highway right of way as disclosed by that instrument recorded July 29, 1954, No. 69200, Bk 45, Deeds, Pg. 303, Records of Bear Lake County, Idaho.

Together with any and all water and/or water rights thereunto belonging or in any way appertaining, and especially including (but not limited to) 32 shares of the capital stock of the South Field Ditch & Canal Co.

ALSO, Commencing at the SW corner of NW Quarter of Sec. 33, Twp. 13 S, R. 43, EBM, Idaho; running thence N 52 rods; thence E 80 rods; thence S 52 rods; thence W 80 rods to the place of beginning.

ALSO, The West Half of the SW Quarter of Sec. 33, Twp. 13 S, R. 43, EBM, Idaho.

ALSO, the Government Lot 4; the SW Quarter of the NW Quarter; the NW Quarter of the SW Quarter; the NE Quarter of the SW Quarter and the NW Quarter of the SE Quarter; all in Sec. 4, Twp. 14 S, R. 43, EBM, Idaho.

ALSO, Commencing at a point 68 rods and 8 links S. 72° 30' W from the center of Sec. 10, Twp. 14 S, R. 43, EBM, Idaho; running thence S 24 rods and 15 links; thence S 58° E. 27 rods and 16 links; thence S. 22° 45' E. 22 rods; thence W

207 rods and 15 links; thence North 75 rods and 8 links; thence S. 78° 40' E. 82 rods and 3 links; thence S. 65° E. 32 rods; thence N. 86° E. 15 rods; thence N. 76° 20' E. 51 rods and 18 links to place of beginning, containing 68.8 acres of land, more or less.

ALSO, commencing at a point 51 rods and 1½ ft. West of the SE corner of the NE Quarter of Sec. 11, Twp. 14 S., R. 43, EBM, Idaho (Paris Townsite Survey); running thence North 54 rods; thence West 6 rods and 6 ft; thence South 54 rods; thence E 6 rods and 6 ft. to the place of beginning, containing 2 acres and 22 sq. rods.

ALSO, commencing at a point 48 rods and 3½ ft. West of the SE corner of the NE Quarter of Sec. 11, Twp. 14 S, R. 43 EBM, in Idaho; running thence South 18° W. 66 rods; thence West 18° N. 19 rods and 6 ft.; thence N. 18° E. 66 rods; thence E. 18° S. 19 rods and 6 ft. to the place of beginning, and containing 8 acres, more or less.

Together with any and all water and water rights belonging to, or in any wise appertaining, to above described lands.

ALSO, commencing at a point 4.80 chains E. along Sec. line from the NW corner of NE¼ of NE¼, Sec. 12, Twp. 14 S, R. 43, EBM, and running thence E along Sec. line 20 chains; thence S. 5.65 chains; thence West 10 chains; thence S 10 chains; thence W 10 chains; thence N 15.65 chains, to place of beginning, and containing 24 acres and 48 sq. rods of land, be there more or less.

ALSO, commencing at a point 2.15 chains E and 5.15 chains N from Meander Corner to Sec. 1, and 12, Twp. 14 S., R. 43, EBM, and running thence S 5.15 chains; thence E. 20.14 chains; thence N. 1' E. 18.77 chains to center of Paris Creek, thence up said creek following its windings to place of beginning, containing 15 acres, more or less.

ALSO, Commencing at a point 15.65 chains S along 40 acre line and 14.75 chains E from the NW corner of NE Quarter of NE Quarter of Sec. 12, Twp. 14 S., R. 43, EBM, and running thence N 10 chains; thence E 10 chains; thence S 10 chains; thence W 10 chains to place of beginning, containing 10 acres of land, be there more or less.

ALSO, Commencing 14.30 chains North and 5.40 chains West from the SE corner of the NE¼ of Sec. 12, in Twp. 14 S, R. 43, EBM, and running thence West 20 chains; thence North 10.25 chains; thence East 20 chains; thence South 10.25 chains to place of beginning, and containing 20 acres of land, be there more or less.

ALSO, Commencing at a point 5.95 chains W from SE corner of NE¼, Sec. 12, Twp. 14 S., R. 43, EBM, and running thence W 56 rods; thence N 58 rods; thence E 56 rods; thence S 58 rods to place of beginning; containing 20 acres of 48 sq. rods of land, more or less.

ALSO, Commencing at a point 20 chains West from the NE corner of SE¼, Sec. 12, Twp. 14 S., R. 43, EBM, and running thence North 14.05 chains; thence W 5.38 chains; thence S 14 chains; thence E 5.34 chains to place of beginning, containing 7½ acres of land, more or less.
ALSO, 15 shares of Capital Stock of Dry Lake Canal Co.

ALSO, Commencing at a point 5.95 chains W from SE corner of NE¼, Sec. 12, aforesaid, running thence N 58 rods; thence

E. 6.07 rods; thence S 58 rods; thence W. 6.07 rods to place of beginning, containing 2.2 acres, more or less.

ALSO, Commencing at the SE corner of the SW Quarter of NW¼, Sec. 7, Twp. 14 S., R. 44, EBM, running thence W. 97.93 rods; thence N 58 rods; thence E 97.93 rods; thence S 58 rods to place of beginning, containing 35.80 acres of land, more or less.

ALSO, Commencing at a point 25.26 chains N. 89° 27' W. from NE corner of SE¼, Sec. 12, Twp. 14 S, R. 43, EBM, and running thence N. 4 chains and 2 links; thence W 10 chains, more or less, to County Rd., running North and South; thence South along said road 4 chains and 2 links more or less to a point due West of point of beginning; thence E. 10 chains, more or less, to place of beginning and containing 4 acres, more or less.

ALSO, beginning at a point which is 25.26 chains N 89° 27' W and 14.27 chains N, from the NE corner of SE¼, Sec. 12, Twp. 14 S., R. 43, EBM (the same being SE corner of Lot 11,) running thence N 10.25 chains; thence E 9.98 chains to local line); thence N 20.80 chains to center of Paris Creek; thence up the channel of said Creek, following its windings (to a point which is 10.00 chains W and 16.15 chains North of place of beginning); thence S 16.15 chains (to SW corner of Lot 11) thence E 10.00 chains to place of beginning, and containing 43 acres and 57 sq. rods, more or less.

ALSO, commencing at a point 7.50 chains N from SW corner of Lot 6, Sec. 7, Twp. 14 S., R. 44 EBM, running thence N 26.80 chains; thence E about 27.60 chains to Eastern boundary line of Lot 7, thence first in a Southwesterly course and thence in a Southeasterly direction to a point 7.50 chains N. of the Southern boundary line of said Lot 6, and directly East from place of beginning; thence W about 20 chains to place of beginning, containing about 52.44 acres, more or less.

ALSO, commencing at a point 35.26 chains N 89° 27' W and 3.93 chains N from NE corner of SE¼, Sec. 12, running thence N 10.25 chains; thence E 10 chains; thence South 10.25 chains; thence W 10 chains to place of beginning, containing 10.25 acres of land, more or less, all in Twp. 14 S., R. 43, EBM.

ALSO, commencing at a point 5.40 chains W of NE corner of SE¼, NE¼, Sec. 12, Twp. 14 S., R. 43, EBM, running thence S 5.70 chains; thence E 20 chains; thence N 5.70 chains; thence W 20 chains to place of beginning.

ALSO, commencing at a point 5.27 chains E and 18.77 chains N I' E to center of Paris Creek from SW corner of Sec. 6, Twp. 14 S., R. 44 EBM, running thence S I' W. 18.77 chains; thence E 10 chains; thence N 10.16 chains; thence up center of channel of Paris Creek following its meanderings to place of beginning.

ALSO, commencing at a point 24.80 chains E along Sec. line from NW corner of NE¼, NE¼, Sec. 12, Twp. 14 S. R. 43 EBM, running thence E along Sec. line 10 chains; thence S 20 chains; thence W along 40 acre line 20 chains; thence N 4.35 chains; thence E 10 chains; thence N 15.65 chains to place of beginning, containing 55 acres more or less.

ALSO, commencing at a point 7.50 chains N from SW corner of Sec. 12, Twp 14 S. R. 43 EBM, and running thence N 5.80 chains; thence E 1.17 chains; thence N 10.18 chains; thence W 1.17 chains; thence N 9.47 chains; thence S 89' E 10 chains;

thence N 20.43 chains; thence S 89' E 9.67 chains; thence S 45.88 chains; thence W 19.67 chains to place of beginning, containing 68.62 acres of land. EXCEPT: Commencing at a point 19.67 chains E and 20.38 chains N from SW corner of Sec. 12, Twp 14 S, R 43 EBM (said point being in the center of the "Dry Lake Canal"); and running thence S 12.88 chains; thence W 19.67 chains; thence N 5.80 chains; thence E 1.17 chains; thence N 10.18 chains, more or less to the center of said "Dry Lake Canal"; thence down said canal following its windings to place of beginning and containing 26.70 acres of land, more or less.

ALSO, Lot 3, Sec. 7, Twp. 14 S., R. 44, EBM, Idaho, containing 40 acres.

ALSO, commencing at a point from which the meander corner between Sec. 1 and 2, Twp. 14 S, R. 43 EBM, bear N. 48' 25' E 1573 ft; from thence S 722 ft. to center of land; thence S 89' 57' W 660 ft; thence N 59' W 297 ft. to center of Paris Creek, thence meander main channel Paris Cr. to a point which is from point of beginning N 333 ft., W 647.5 ft., and N 302 ft. to center of Creek; thence meander old channel of Creek to point 403 N of point of beginning.

Meander corner referred to is 17 chains E from NE corner of Sec. 12.
Compass variations taken as 18'
Said tract containing approx. 19 acres.

ALSO, commencing at a point 5.65 chains W of NW corner of Lot 7, Sec. 7, Twp. 14 S., R. 44 EBM, running thence S 5.70 chains; thence E about 36 chains to eastern boundary line of said Lot 7; thence running in a Northwesterly direction along the line of said lot to the NE corner of said Lot 7; thence W about 33 chains to place of beginning and containing 19 and 137/160 acres of land, more or less.

ALSO, the following parcel of land; commencing at a point 5.65 chains W of NW corner of Lot 7, run thence S 5.70 chains in Sec. 7, Twp. 14 S., R. 44 EBM, running thence N 66 rods; thence E about 36 chains, more or less to the Eastern boundary line of Lot 8, Sec. 7, in J. A. Sutton's Homestead Entry; thence S about 10.75 chains; thence W 33 chains; containing 38 acres and 112 sq. rods, more or less.

ALSO, commencing at a point 5.40 chains W of NW corner of Lot 7, Sec. 7, Twp. 14 S, R. 44, EBM, running thence N 165 rods to center of Paris Creek; thence running down said creek following its windings to Bloomington Creek; thence following said creek in its windings to a point 10.75 chains N from SE corner of Lot 8 in J. A. Sutton's Homestead Entry; thence W 36 chains; thence S 66 rods; thence W 1 rod to place of beginning, containing 47 acres and 54 sq. rods of land, more or less.

The S½ NE¼, Sec. 32, Twp. 13 S, R. 43 EBM, cont. 80 acres.
ALSO the E½ SE¼, Sec. 12, Twp. 14 S, R. 43 EBM.
ALSO Lots 12, 17 and 18 in Sec. 7, Twp. 14 S, R 44 EBM.

All interest in the following described land:

Lots 2, 3 and 4, SE¼, NW¼, E½, SW¼, W½, SE¼, Sec. 31, Twp. 13 S, and Lots 2, 3, 4 and 5, Sec. 6, Twp. 14 S, R. 43 EBM, cont. 601 and 77/100 acres.

ALSO, NE¼, E½ of SE¼, Sec. 31; the S½ of SE¼, Sec. 30, Excepting that portion within the boundaries of the Hammond Creek Reservoir; all in Twp. 13 S, R. 43, EBM, Idaho.

ALSO, Commencing 5-1/2 rods West of the Northeast Corner of Lot 5, Block 18, Paris Townsite Survey, and running thence West 3-1/2 rods to street; thence South 21 rods; thence East 3-1/2 rods; thence North 21 rods to the place of beginning.

ALSO, commencing at a point 2-1/2 rods East of the Northwest corner of Lot 5, Block 18, Paris Townsite Survey, as originally made 13-1/2 rods West of the present Northwest Corner of said lot, and running thence South 21 rods; thence East 3-3/4 rods; thence North 21 rods; thence West 3-3/4 rods to the place of beginning. Subject to a right of way one rod wide along the North end of said lot.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversions, remainders and rents, issues and profits thereof; and TOGETHER WITH the First Party's interest in two shares of Bear Lake Land and Livestock Company, Inc. stock.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances, unto the said Party of the Second Part, and to Second Party's heirs and assigns forever.

IN WITNESS WHEREOF, the said Party of the First Part has hereunto set her hand and seal the day and year first above written.

Anita Evelyn Jackson

STATE OF IDAHO)
) ss.
County of Bear Lake)

On this 10th day of April, 1975, before me a Notary Public in and for said State, personally appeared ANITA EVELYN JACKSON, formerly known as Anita Evelyn Nye, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

WITNESS my hand and official seal.

SHARON P. HUTCHINSS NOTARY PUBLIC STATE OF IDAHO

Notary Public for Idaho
Residing at Montpelier, Idaho
Comm. Expires: Lifetime

Warranty Deed

109395

THIS INDENTURE, made the 9th day of April, in the year of our Lord, one thousand nine hundred and Sixty Six between J. VIVIAN NYE

of Paris, County of Bear Lake, State of Idaho, party of the first part, and WAYNE H. NYE and DON C. NYE

of Paris, County of Bear Lake, State of Idaho, the, parties of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Thirty eight thousand DOLLARS, lawful money of the United States of America to him in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents does GRANT, BARGAIN, SELL, ALIEN, REMISE, RELEASE, CONVEY and CONFIRM unto the said parties of the second part, and to their heirs and assigns forever, all that certain piece or parcel of land, situated in the County of Bear Lake, State of Idaho, and known and described as follows, to-wit:

(All of the above described property is the separate property of grantor the same having been acquired by him prior to his present marriage).

Each of said grantees to have an undivided one-half interest in and to the land above described.

Together with all and singular the tenements, hereditaments and appurtenances thereof, belonging, or in any wise appertaining, and the rents, issues and profits thereof, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity of the said party of the first part, of, in or to said premises, and every part and parcel thereof, with the appurtenances.

...Section 12, To...ship 14 South, Range 43 East, Boise Meridian, ...along Section line 20 chains; thence South 5.65 chains; thence; ...South 10 chains; thence West 10 chains; thence North 15.65 chains ...and containing 21 acres and 48 square rods of land, be there more ...or less.

Also, Commencing at a point 2.15 chains East and 15.15 chains North from Meander corner on the East bank of Paris Creek, in Section 12, Township 14 South, Range 43 East, Boise Meridian, and running thence South 5.15 chains; thence East 20 chains; thence North 5.15 chains to center of Paris Creek following its windings to place of beginning, containing 15 acres more or less.

Also, Commencing at a point 15.65 chains South along 40 acre line and 14.75 chains East from the Northwest corner of the Northeast quarter of Northeast quarter of Section 12, Township 14 South, Range 43 East of Boise Meridian, and running thence North 10 chains; thence East 10 chains; thence South 10 chains; thence West 10 chains to place of beginning, containing 10 acres of land be there more or less.

Also, Commencing at a point 10.30 chains North and 5.40 chains West from the SE corner of the NE¼ of Section 12, Tp. 14 South, Range 43 East, Boise Meridian, and running thence West 20 chains; thence North 10.25 chains; thence East 20 chains; thence South 10.25 chains to the place of beginning, and containing 20 acres of land be there more or less, situated and lying in the County of Bear Lake, State of Idaho.

Also, Commencing at a Point 5.95 chains West from the SE corner of the NE¼ of Section 12, Tp. 14 S. R. 43 E. B. M., and running thence West 56 rods; thence North 58 rods; thence East 56 rods; thence South 58 rods to the place of beginning; containing 20 acres of 48 square rods of land, more or less.

Also, Commencing at a point 20 chains West from the NE corner of the SE¼ of Section 12, Tp 14 S.R. 43 E. B. M., and running thence North 14.05 chains; thence West 5.38 chains; thence South 14 chains; thence East 5.34 chains to the pace of beginning, containing 7½ acres of land be there more or less.

Also, 15 shares of the Capital stock of the Dry Lake Canal Company.

Also, Commencing at a point 5.95 chains West from the SE corner of the NE¼ of Section 12, aforesaid, running thence North 58 rods; thence East 6.07 rods; thence South 58 rods; thence West 6.07 rods to place of beginning, containing 2.2 acres more or less.

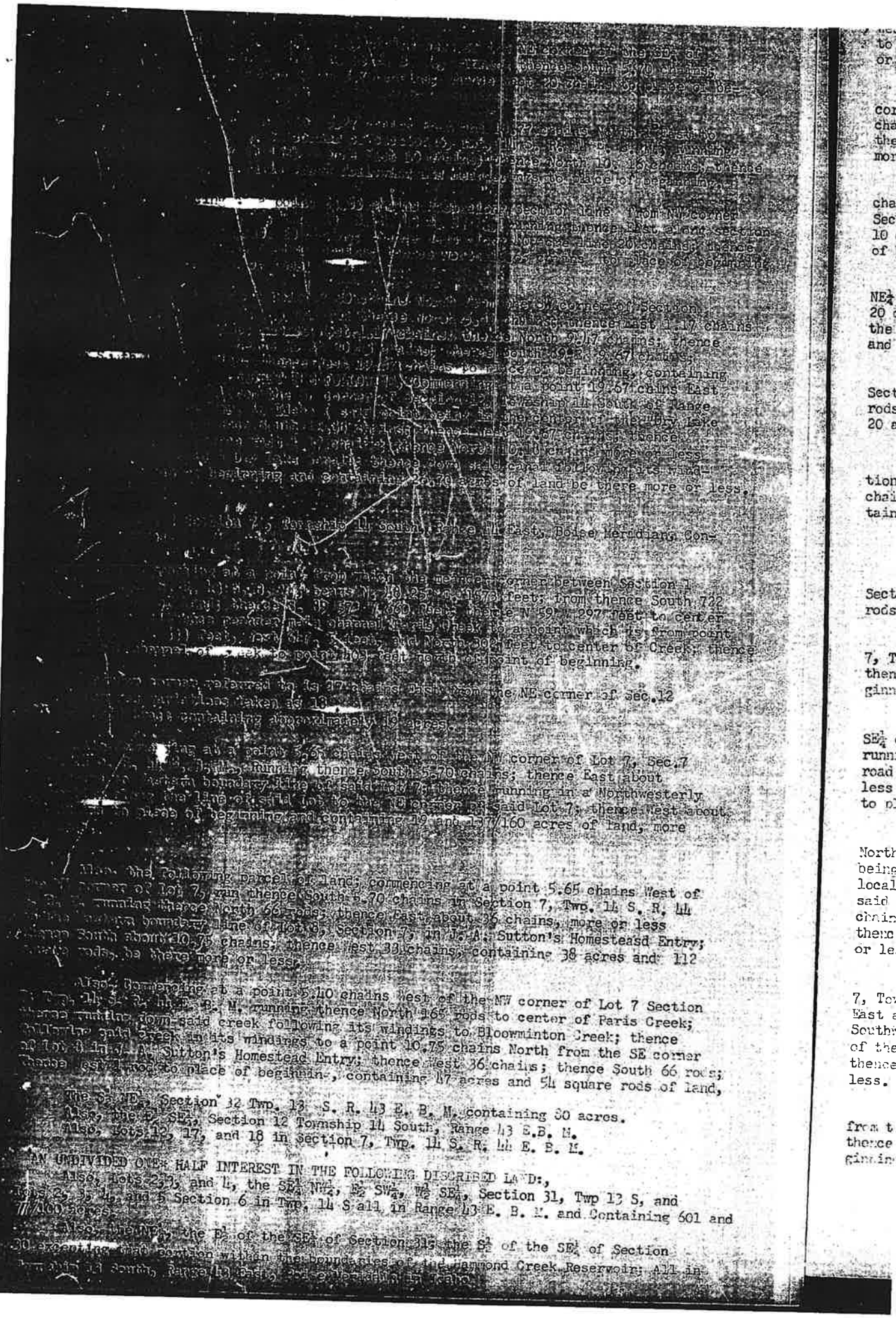
Also, Commencing at the Southeast corner of the Southwest quarter of the NW¼ of Section 7, Tp 14 South, Range 44 East, Boise Meridian, Running thence West 97.93 rods; thence North 58 rods; thence East 97.93 rods; thence South 58 rods to place of beginning, containing 35.80 acres of land more or less.

Commencing at a point 25.26 chains N. 89 degrees 27' W. from the NE corner of the SE¼ of Section 12, in township 14 South of Range 43 East of the Boise Meridain and running thence N. 4 chains and 2 links; Thence West 10 chains, more or less to County road running North and South; Thence South along said road 4 chains and 2 links more or less to a point due West of point of beginning; Thence East 10 chains more or less to place of beginning and containing 4 acres more or less.

Also, Beginning at a point which is 25.26 chains N 89°27' W and 14. 27 chains North, from the NE corner of the SE¼ of Section 12, Tp 14 S. R. 43 E. B. M., (the Same being SE corner of Lot 11); run thence North 10.25 chains; thence East 9.98 chains to local line); thence North 20.80 chains to center of Paris Creek; thence up the channel of said Creek, following its windings, (to a point which is 10.00 chains West and 16.15 chains North of place of beginning); thence South 16.15 chains, (to SW corner of Lot 11) thence East 10.00 chains to place of beginning, contining 43 acres and 57 square rods, more or less.

Also, Commencing at a point 7.50 chains North from the SW corner of Lot 6, Section 7, Township 14, S. R. 44 East, Boise Meridian, running thence North 26.80 chains; thence East about 27.60 chains to the Eastern boundary line of lot 7, thence first in a Southwesterly course and thence in a Southearterly direction to a point 7.50 chains north of the Southern boundary line of said Lot 6, and directly East from place of beginning; thence west about 20 chains to place of beginning, containing about 52.44 acres, more or less.

Also, Commencing at a point 35.26 chains North 89°27' W, and 3.93 chains North from the NE corner of the SE¼ of said Section 12, running thence North 10.25 chains; thence East 10 chains; thence South 10.25 chains; thence West 10 chains to place of beginning, containing 10.25 acres of land more or less. all in Twp. 14, S. R. 43 E. B. M.



...corner of the SE of ...
...chains South 5.70 chains; ...
...and 20 chains to the place of be-

...chains North ...
...Range ...
...are North 10.8 chains, thence ...
...to place of beginning.

...Section lying from NW corner ...
...running thence East along section ...
...course line 20 chains; thence ...
...chains to place of beginning.

...the NW corner of Section ...
...thence East 1.17 chains ...
...North 9.17 chains; thence ...
...South 89° E. 9.67 chains; ...
...ce of beginning, containing ...
...via point 19.67 chains East ...
...Township 14 South of Range ...
...thence part of the Dry Lake ...
...10.67 chains; thence ...
...10.10 chains more or less ...
...canal following its windings ...
...containing 26.70 acres of land be there more or less.

...Township 14 South, Range 44 East, Boise Meridian; Com-

...corner between Section 1 ...
...feet; from thence South 722 ...
...thence N 59° W 297 feet to center ...
...a point which is from point ...
...and North 302 feet to center of Creek; thence ...
...point of beginning.

...referred to is 27 chains East from the NE corner of Sec. 12 ...
...taken as 13 ...
...containing approximately 10 acres.

...at a point 5.65 chains West of the NW corner of Lot 7, Sec. 7 ...
...Running thence South 5.70 chains; thence East about ...
...boundary line of said Lot 7; thence running in a Northwesterly ...
...line of said Lot to the North line of said Lot 7, thence West about ...
...place of beginning and containing 10 and 157/160 acres of land; more ...

...the following parcel of land; commencing at a point 5.65 chains West of ...
...of Lot 7, run thence South 5.70 chains in Section 7, Twp. 14 S. R. 44 ...
...running thence North 66 rods, thence East about 36 chains, more or less ...
...boundary line of Lot 8, Section 7, in J. A. Sutton's Homestead Entry; ...
...South about 10.75 chains, thence West 38 chains, containing 38 acres and 112 ...
...rods, be there more or less.

...Commencing at a point 5.40 chains West of the NW corner of Lot 7 Section ...
...14 S. R. 44 E. B. M. running thence North 165 rods to center of Paris Creek; ...
...running down said creek following its windings to Bloomington Creek; thence ...
...following said creek in its windings to a point 10.75 chains North from the SE corner ...
...of Lot 8 in J. A. Sutton's Homestead Entry; thence West 36 chains; thence South 66 rods; ...
...thence East 2 rods to place of beginning, containing 47 acres and 54 square rods of land,

The S½ NE¼ Section 12 Twp. 13 S. R. 43 E. B. M. containing 80 acres.
Also, the E½ SE¼ Section 12 Township 14 South, Range 43 E.B. M.
Also, Lots 12, 17, and 18 in Section 7, Twp. 14 S. R. 44 E. B. M.

AN UNDIVIDED ONE-HALF INTEREST IN THE FOLLOWING DISCRIBED LAND:,
Also, Lots 2, 3, and 4, the S½ N½, E½ SW¼, W½ SE¼, Section 31, Twp 13 S, and
Lots 2, 3, 4, and 5 Section 6 in Twp. 14 S all in Range 43 E. B. M. and Containing 601 and
77/100 acres.

Also, the N½, the E½ of the SE¼ of Section 31; the S½ of the SE¼ of Section
30 excepting that portion within the boundaries of the Diamond Creek Reservoir; All in
Township 13 South, Range 43 East, Boise Meridian, Idaho.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said part ies..... of the second part, and to .....their..... heirs and assigns, forever, and said part y..... of the first part, and .....his..... heirs, the said premises, in the quiet and peaceable possession of the said part ies..... of the second part, ...their..... heirs, and assigns against the said part y..... of the first part, and ....his..... heirs and against any and all persons whatsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IT WITNESS WHEREOF, The said part y..... of the first part ha.s..... hereunto set ..his..... hand ..... and seal ..... the day and year first above written.

Signed, Sealed and Delivered in the Presence of

..... J. Vivian Nye (SEAL)

..... (SEAL)

United States of America

STATE OF IDAHO
County of Bear Lake } ss.

On this .....9th..... day of .....April..... in the year of our Lord one thousand nine hundred and Sixty Six, before me, ... a Notary Public, within and for said County and State personally appeared

.....J. VIVIAN NYE.....

personally known to me to be the person ..... whose name .....is..... subscribed to the within instrument, and duly acknowledged to me that .....he..... executed the same.

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

My Commission Expires Oct 14 1966

..... Notary Public for Idaho
Residing at .....

No. 33335

Warranty Deed

J. Vivian Nye

TO

Wayne H. Nye and Don C. Nye

Dated April 9, 19 66

OFFICE OF COUNTY RECORDER

STATE OF IDAHO (ss.
County of Bear Lake (

I hereby certify that this instrument was filed for record at the request of Caribou Title Company at 40 minutes past 11 o'clock A m. this 30th day of August A. D. 19 66 in my office and duly recorded in Book Microfilmed Deeds at page --.

Betty Wallentine
County Recorder.

Deputy.

Fee - $ 5.00

Presented to and platted by me this ---- day of ----, 19 ----

Assessor.

109471
STATE OF IDAHO
County of Bear Lake
Date September 9, 1976
Time 9:45 A.M.
No. Microfilmed
Betty Wallentine

ARDEE HELM, Jr.
Attorney at Law
1020 Washington
Montpelier, Idaho 83254
Telephone: 847-0805

DISTRICT COURT
SIXTH JUDICIAL DISTRICT
BEAR LAKE COUNTY, IDAHO

SEP 3 1976

Filed at ... o'clock ... M. No. 2880
Betty Wallentine Clerk
By Lorraine Bolton Deputy

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BEAR LAKE

DON C. NYE and WAYNE H. NYE,

Plaintiffs,

vs.

CHRISTOF VATERLAUS, JAMES B. INNES, ANNIE BUDGE, SUSAN CATHERINE HERZOG NEIBOUR, WILLIAM B. HOGE, GEORGE A. HOGE, EZRA J. HOGE, JOHN A. SUTTON, AND ALL THEIR HEIRS, AND ALSO ALL OTHER PERSONS UNKNOWN CLAIMING ANY RIGHT, TITLE, ESTATE, LIEN OR INTEREST IN THE REAL PROPERTY DESCRIBED IN PLAINTIFFS' COMPLAINT ADVERSE TO PLAINTIFFS' OWNERSHIP, OR ANY CLOUD UPON PLAINTIFFS' TITLE THERETO,

Defendants.

Case No. 2880

DECREE QUIETING TITLE

The above entitled action came on regularly for hearing on the 3rd day of September, 1976, before the Court sitting without a jury; ARDEE HELM, Jr. appearing as attorney for the plaintiffs, plaintiff WAYNE H. NYE also appearing in person for the plaintiffs; the defendants having failed to appear in any manner and the default of the defendants having been entered upon their failure to plead or enter an appearance, and after having been duly served with process of this Court, the summons for publication having been published once a week for four consecutive weeks in a newspaper of local circulation, and evidence, both oral and documentary, having been introduced on the part of the plaintiffs, and the Court having heard the evidence and having fully considered the matter and having made its findings of facts and its conclusions of law,

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the plaintiffs above named have been the owners

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during all times mentioned herein, and now are the owners of and entitled to all that certain real estate situated in Bear Lake County, Idaho, referred to and described in plaintiffs' Complaint herein, and described hereinafter.

That the claims of the defendants named in this action, and each and all of them are without any right whatsoever, and that the said defendants have no right, title, interest, claim or estate in and to or upon said real estate, described hereinafter, or any part thereof.

Said defendants above named and all persons claiming under them are hereby enjoined and debarred from claiming or asserting any right, title or estate, interest or any claim or any lien upon said real estate, described hereinafter, or any part thereof.

That the said real estate described in plaintiffs' Complaint, which plaintiffs are the owners of and entitled to, and to which the title is hereby quieted is situated in Bear Lake County, Idaho, and described as, to-wit:

Township 14 South, Range 44, East of the Boise Meridian:

Section 7: Lots 1, 2, 3, 6, 7, and 8;
EXCEPT THEREFROM the South 495 feet of Lot 6.

ALSO, a tract of land located in Sections 1 and 12, Twp. 14 S., Range 43, EBM, and in Section 6, Twp 14 S, R. 44, EBM, more particularly described as follows:

Beginning at the meander corner of Sections 1 and 12, township and range aforesaid, and running thence South 2640 feet, more or less, to the Southeast Corner of SW¼NE¼ of Section 12; thence West 1012.44 feet; thence North 935.88 ft., more or less, to the NW Corner of Lot 8, Plat Book B at Page 76; thence North 89° 57' West 660 ft; thence North 59° West 297 ft., more or less, to center of Paris Creek; thence following the meanderings of Paris Creek in a Northerly and Easterly direction through said Sections 12 and 1 and Section 6, Twp. and Range aforesaid, to its intersection with Bloomington Creek; thence down said Bloomington Creek to its intersection with the South line of said Section 6; thence West along the South line of Section 6 and Section 1, to the meander corner of Sections 1 and 12, the point of beginning.

Section 12: E½E½; ALSO, Beginning at a point 1549.68 ft. North and 77.22 feet East of the SW Corner of said Section 12, Twp. 14 S., R. 45, EBM, and running thence West 77.22 feet; thence North 625.02 feet; thence South 89° East 660 feet:

thence North 1348.38 feet; thence South 89° East 638.22 feet; thence South 2178 feet, more or less, to the center of Dry Lake Canal; thence down said canal following its windings, to the point of beginning.

DATED this 3rd day of September, 1976.

Francis L. Rasmussen
District Judge

When Recorded Mail To:
WAYNE H. NYE
206 East 200 South
Paris, ID 83261

INDEXED

WARRANTY DEED

WAYNE H. NYE, grantor of Paris, Bear Lake County, State of Idaho, hereby WARRANTS AND CONVEYS all of his interest to WAYNE H. NYE and GAIL S. NYE, Trustees (and to their Successors in trust) of the NYE FAMILY TRUST U/A/D May 10, 1995, grantee of 206 East 200 South, Paris, Idaho 83261, for the sum of $10.00, and other valuable consideration, in the following described tract of land in Bear Lake County, State of Idaho:

See Exhibit "A" attached hereto and incorporated herein.

The Grantees have full power to sell, mortgage, or otherwise hypothecate the property described.

WITNESS the hand of said grantor, this 10 day of May, A.D. one thousand nine hundred and ninety-five.

Wayne H. Nye
WAYNE H. NYE

STATE OF UTAH)
: ss.
COUNTY OF CACHE)

On the 10 day of May, 1995, personally appeared before me, WAYNE H. NYE, the signer of the foregoing instrument, who duly acknowledge to me that he executed the same.

Notary Public

NOTARY PUBLIC
STEVEN R. SKABELUND
297 West Center
Orem, Utah 84057
My Commission Expires: 1-1-98
State of Utah

161608

BEAR LAKE COUNTY RECORDER
JOAN P. EBORN

'95 MAY 18 PM 2 42

$21.00 FEE

DEPUTY

EXHIBIT A

161608

A one-half (½) interest in the following described property:

The North 8 rods of Lots 6, 7, 8, 9 and10 of Block 2, Paris Townsite Survey, in Bear Lake County, Idaho, in Sec. II, Twp. 14 S, R. 43 EBM, and further described as follows: Commencing at the NW corner of Block 2, Paris Townsite Survey, in Bear Lake County, Idaho, in Sec. II, Twp. 14 S, R. 43, and running thence South 8 rods; thence East 40 rods; thence North 8 rods; thence West 40 rods to place of beginning, and containing 2 acres, more or less; Together with all water rights thereunto belonging.

ALSO, Block 1 as recorded in Plat "A"; Paris the East ½ of Lots 3 and 8; all of Lots 1, 2, 9, and 10.

ALSO, Commencing at a point 1484 feet West and 1009 feet South from the NE Corner of the SE Quarter of Sec. 11, Twp. 14 S, R. 43, EBM, running thence West 2388 feet (to the East side of U.S. Highway 89); thence North 443 feet (to the S side of Mutual Creamery Lot); thence East 237 feet; thence North 181.5 feet; thence East 57 feet; thence North 496½ ft; thence W 294 ft; thence N 143½ feet; thence E 2388 ft; (to the W line of J. W. Cook Tract); thence S 1264 ft., to place of beginning; EXCEPT: Commencing at a point which is 1954 ft. W of a point which is 1009 ft. S and 1484 Ft. W of the NE Corner of the SE Quarter of Sec. 11, Twp. 14 S., Range 43, EBM, and running thence W 434 ft. to East side of U.S. Hwy. 89 (which said point is also designated as a point 64 rods S and 80 rods E of SW Corner of NW Quarter of said Sec. 11); thence N along said Hwy. a distance of 257 feet; thence Easterly along a straight line a distance of 498 ft., more or less, to a point which is 184 ft. N of place of beginning; thence S 184 feet to place of beginning.

ALSO, Commencing at a point 2220 feet North and 2660 feet West from the Quarter corner to Sections 13 and 14 in Twp.14 S, R. 43, EBM, Idaho; running thence South 330 ft.; thence West 1400 ft; thence N 330 ft; thence E 1400 ft. to the place of beginning.

ALSO, Commencing at a point 78 links S from the NW corner of the SE Quarter of the NW Quarter of Sec. 14, Twp. 14 S R. 43, EBM, Idaho; running thence S 89° 20' E. 20.90 chains; thence S 6.00 chains; thence N 89° 20' W 20.90 chains; thence N 6.00 chains to place of beginning.

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ALSO, Commencing at a point 6.78 chains S of NW corner of the SE Quarter of NW Quarter of Sec. 14, Twp. 14 S, R. 43, EBM, Idaho; running thence S 5.15 chains; thence E 6.97 chains; thence S 4.90 chains; thence N 89° E 10.26 chains; thence N 3° 30' E. 4.66 chains; thence E 2.61 chains; thence N 5.00 chains; thence N 89° 20' W 20.90 chains to the place of beginning.

ALSO, commencing at a point 11.93 chains S from the NW corner of the SE Quarter of NW Quarter of Sec. 14, Twp. 14 S, R. 43, EBM, Idaho; running thence E 6.97 chains; thence S 4.90 chains; thence S 89° W. 6.97 chains; thence N 5.00 chains to the place of beginning.

EXCEPT: That portion heretofore conveyed to the State of Idaho for highway right of way as disclosed by that instrument recorded July 29, 1954, No. 69200, Bk 45, Deeds, Pg. 303, Records of Bear Lake County, Idaho.

Together with any and all water and/or water rights thereunto belonging or in any way appertaining, and especially including (but not limited to) 32 shares of the capital stock of the South Field Ditch & Canal Co.

ALSO, Commencing at the SW corner of NW Quarter of Sec. 33, Twp. 13 S, R. 43, EBM, Idaho; running thence N 52 rods; thence E 80 rods; thence S 52 rods; thence W 80 rods to the place of beginning.

ALSO, The West Half of the SW Quarter of Sec. 33, Twp. 13 S, R. 43, EBM, Idaho.

ALSO, the Government Lot 4; the SW Quarter of the NW Quarter; the NW Quarter of the SW Quarter; the NE Quarter of the SW Quarter and the NW Quarter of the SE Quarter; all in Sec. 4, Twp. 14 S, R. 43, EBM, Idaho.

ALSO, Commencing at a point 68 rods and 8 links S. 72° 30' W from the center of Sec. 10, Twp. 14 S, R. 43, EBM, Idaho; running thence S 24 rods and 15 links; thence S 58° E. 27 rods and 16 links; thence S. 22° 45' E. 22 rods; thence W 207 rods and 15 links; thence North 75 rods and 8 links; thence S. 78° 40' E. 82 rods and 3 links; thence S. 65° E. 32 rods; thence N. 86° E. 15 rods; thence N. 76° 20' E. 51 rods and 18 links to place of beginning, containing 68.8 acres of land, more or less.

ALSO, commencing at a point 51 rods and 1½ ft. West of the SE corner of the NE Quarter of Sec. 11, Twp. 14 S., R. 43, EBM, Idaho (Paris Townsite Survey); running thence North 54 rods; thence West 6 rods and 6 ft; thence South 54 rods; thence E 6 rods and 6 ft. to the place of beginning, containing 2 acres and 22 sq. rods.

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ALSO, commencing at a point 48 rods and 3½ ft. West of the SE corner of the NE Quarter of Sec. 11, Twp. 14 S, R. 43 EBM, in Idaho; running thence South 18° W. 66 rods; thence West 18° N. 19 rods and 6 ft.; thence N. 18° E. 66 rods; thence E. 18° S. 19 rods and 6 ft. to the place of beginning, and containing 8 acres, more or less.

Together with any and all water and water rights belonging to, or in any wise appertaining, to above described lands.

ALSO, commencing at a point 4.80 chains E. along Sec. line from the NW corner of NE¼ of NE¼, Sec. 12, Twp. 14 S, R. 43, EBM, and running thence E along Sec. line 20 chains; thence S. 5.65 chains; thence West 10 chains; thence S 10 chains; thence W 10 chains; thence N 15.65 chains, to place of be inning, and containing 24 acres and 48 sq. rods of land, be there more or less.

ALSO, commencing at a point 2.15 chains E and 5.15 chains N from Meander Corner to Sec. 1, and 12, Twp. 14 S., R. 43, EBM, and running thence S 5.15 chains; thence E. 20.14 chains; thence N. 1° E. 18.77 chains to center of Paris Creek, thence up said creek following its windings to place of beginning, containing 15 acres, more or less.

ALSO, Commencing at a point 15.65 chains S along 40 acre line and 14.75 chains E from the NW corner of NE Quarter of NE Quarter of Sec. 12, Twp. 14 S., R. 43, EBM, and running thence N 10 chains; thence E 10 chains; thence S 10 chains; thence W 10 chains to place of beginning, containing 10 acres of land, be there more or less.

ALSO, Commencing 14.30 chains North and 5.40 chains West from the SE corner of the NE¼ of Sec. 12, in Twp. 14 S, R. 43, EBM, and running thence West 20 chains; thence North 10.25 chains; thence East 20 chains; thence South 10.25 chains to place of beginning, and containing 20 acres of land, be there more or less.

ALSO, Commencing at a point 5.95 chains W from SE corner of NE¼, Sec. 12, Twp. 14 S., R. 43, EBM, and running thence W 56 rods; thence N 58 rods; thence E 56 rods; thence S 58 rods to place of beginning; containing 20 acres of 48 sq. rods of land, more or less.

ALSO, Commencing at a point 20 chains West from the NE corner of SE¼, Sec. 12, Twp. 14 S., R. 43, EBM, and running thence North 14.05 chains; thence W 5.38 chains; thence S 14 chains; thence E 5.34 chains to place of beginning, containing 7½ acres of land, more or less.
ALSO, 15 shares of Capital Stock of Dry Lake Canal Co.

ALSO, Commencing at a point 5.95 chains W from SE corner of NE¼, Sec. 12, aforesaid, running thence N 58 rods; thence

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E. 6.07 rods; thence S 58 rods; thence W. 6.07 rods to place of beginning, containing 2.2 acres, more or less.

ALSO, Commencing at the SE corner of the SW Quarter of NW¼, Sec. 7, Twp. 14 S., R. 44, EBM, running thence W. 97.93 rods; thence N 58 rods; thence E 97.93 rods; thence S 58 rods to place of beginning, containing 35.80 acres of land, more or less.

ALSO, Commencing at a point 25.26 chains N. 89° 27' W. from NE corner of SE¼, Sec. 12, Twp. 14 S, R. 43, EBM, and running thence N. 4 chains and 2 links; thence W 10 chains, more or less, to County Rd., running North and South; thence South along said road 4 chains and 2 links more or less to a point due West of point of beginning; thence E. 10 chains, more or less, to place of beginning and containing 4 acres, more or less.

ALSO, beginning at a point which is 25.26 chains N 89° 27' W and 14.27 chains N, from the NE corner of SE¼, Sec. 12, Twp. 14 S., R. 43, EBM (the same being SE corner of Lot 11,) running thence N 10.25 chains; thence E 9.98 chains to local line); thence N 20.80 chains to center of Paris Creek; thence up the channel of said Creek, following its windings (to a point which is 10.00 chains W and 16.15 chains North of place of beginning); thence S 16.15 chains (to SW corner of Lot 11) thence E 10.00 chains to place of beginning, and containing 43 acres and 57 sq. rods, more or less.

ALSO, commencing at a point 7.50 chains N from SW corner of Lot 6, Sec. 7, Twp. 14 S., R. 44 EBM, running thence N 26.80 chains; thence E about 27.60 chains to Eastern boundary line of Lot 7, thence first in a Southwesterly course and thence in a Southeasterly direction to a point 7.50 chains N. of the Southern boundary line of said Lot 6, and directly East from place of beginning; thence W about 20 chains to place of beginning, containing about 52.44 acres, more or less.

ALSO, commencing at a point 35.26 chains N 89° 27' W and 3.93 chains N from NE corner of SE¼, Sec. 12, running thence N 10.25 chains; thence E 10 chains; thence South 10.25 chains; thence W 10 chains to place of beginning, containing 10.25 acres of land, more or less, all in Twp. 14 S., R. 43, EBM.

ALSO, commencing at a point 5.40 chains W of NE corner of SE¼, NE¼, Sec. 12, Twp. 14 S., R. 43, EBM, running thence S 5.70 chains; thence E 20 chains; thence N 5.70 chains; thence W 20 chains to place of beginning.

ALSO, commencing at a point 5.27 chains E and 18.77 chains N 1' E to center of Paris Creek from SW corner of Sec. 6, Twp. 14 S., R. 44 EBM, running thence S 1' W. 18.77 chains; thence E 10 chains; thence N 10.16 chains; thence up center of channel of Paris Creek following its meanderings to place of beginning.

161608

ALSO, commencing at a point 24.80 chains E along Sec. line from NW corner of NE¼, NE¼, Sec. 12, Twp. 14 S. R. 43 EBM, running thence E along Sec. line 10 chains; thence S 20 chains; thence W along 40 acre line 20 chains; thence N 4.35 chains; thence E 10 chains; thence N 15.65 chains to place of beginning, containing 55 acres more or less.

ALSO, commencing at a point 7.50 chains N from SW corner of Sec. 12, Twp 14 S. R. 43 EBM, and running thence N 5.80 chains; thence E 1.17 chains; thence N 10.18 chains; thence W 1.17 chains; thence N 9.47 chains; thence S 89' E 10 chains; thence N 20.43 chains; thence S 89' E 9.67 chains; thence S 45.88 chains; thence W 19.67 chains to place of beginning, containing 68.62 acres of land. EXCEPT: Commencing at a point 19.67 chains E and 20.38 chains N from SW corner of Sec. 12, Twp 14 S, R 43 EBM (said point being in the center of the "Dry Lake Canal"); and running thence S 12.88 chains; thence W 19.67 chains; thence N 5.80 chains; thence E 1.17 chains; thence N 10.18 chains, more or less to the center of said "Dry Lake Canal"; thence down said canal following its windings to place of beginning and containing 26.70 acres of land, more or less.

ALSO, Lot 3, Sec. 7, Twp. 14 S., R. 44, EBM, Idaho, containing 40 acres.

ALSO, commencing at a point from which the meander corner between Sec. 1 and 2, Twp. 14 S, R. 43 EBM, bear N. 48' 25' E 1573 ft; from thence S 722 ft. to center of land; thence S 89' 57' W 660 ft; thence N 59' W 297 ft. to center of Paris Creek, thence meander main channel Paris Cr. to a point which is from point of beginning N 333 ft., W 647.5 ft., and N 302 ft. to center of Creek; thence meander old channel of Creek to point 403 N of point of beginning.

Meander corner referred to is 17 chains E from NE corner of Sec. 12.
Compass variations taken as 18'
Said tract containing approx. 19 acres.

ALSO, commencing at a point 5.65 chains W of NW corner of Lot 7, Sec. 7, Twp. 14 S., R. 44 EBM, running thence S 5.70 chains; thence E about 36 chains to eastern boundary line of said Lot 7; thence running in a Northwesterly direction along the line of said lot to the NE corner of said Lot 7; thence W about 33 chains to place of beginning and containing 19 and 137/160 acres of land, more or less.

ALSO, the following parcel of land; commencing at a point 5.65 chains W of NW corner of Lot 7, run thence S 5.70 chains in Sec. 7, Twp. 14 S., R. 44 EBM, running thence N 66 rods; thence E about 36 chains, more or less to the Eastern boundary line of Lot 8, Sec. 7, in J. A. Sutton's Homestead Entry; thence S about 10.75 chains; thence W 33 chains; containing 38 acres and 112 sq. rods, more or less.

161608

ALSO, commencing at a point 5.40 chains W of NW corner of Lot 7, Sec. 7, Twp. 14 S, R. 44, EBM, running thence N 165 rods to center of Paris Creek; thence running down said creek following its windings to Bloomington Creek; thence following said creek in its windings to a point 10.75 chains N from SE corner of Lot 8 in J. A. Sutton's Homestead Entry; thence W 36 chains; thence S 66 rods; thence W 1 rod to place of beginning, containing 47 acres and 54 sq. rods of land, more or less.

The S½ NE¼, Sec. 32, Twp. 13 S, R. 43 EBM, cont. 80 acres.
ALSO the E½ SE¼, Sec. 12, Twp. 14 S, R. 43 EBM.
ALSO Lots 12, 17 and 18 in Sec. 7, Twp. 14 S, R 44 EBM.

A one-fourth (¼) interest in the following described property:

Lots 2, 3 and 4, SE¼, NW¼, E½, SW¼, W½, SE¼, Sec. 31, Twp. 13 S, and Lots 2, 3, 4 and 5, Sec. 6, Twp. 14 S, R. 43 EBM, cont. 601 and 77/100 acres.

ALSO, NE¼, E½ of SE¼, Sec. 31; the S½ of SE¼, Sec. 30, Excpeting that portion within the boundaries oaf the Hammond Creek Reservoir; all in Twp. 13 S, R. 43, EBM, Idaho.

QUIT CLAIM D E E D

For Value Received,

DON C. NYE and NORMA NYE, husband and wife,
of PO BOX 12, PARIS, County of Bear Lake, State of ID. 83261,

THE GRANTOR(S),

do(es) hereby, grant, bargain, sell, and convey unto

DON CHAMPNEYS NYE and NORMA A. NYE and NYE FAMILY TRUST, Trustees (and to their Successors in Trust) of the NYE FAMILY TRUST U/A/D July 11, 1996,
of PO BOX 12, PARIS, County of Bear Lake, State of ID. 83261,

THE GRANTEE(S),

For the sum of ten dollars and other good and valuable consideration, the following described tract of land in the County of Bear Lake, State of Idaho:

See Attached Exhibit "A"

To have and to hold the said premises, with their appurtenances unto the said Grantee(s), their heirs and assigns forever. And the said Grantor(s) hereby covenant to and with the said Grantee(s) that they are the owner(s) in fee simple of said premises; that they are free from all encumbrances, and that they will warrant and defend the same from all lawful claims whatsoever.

DATED THIS October 22, 2003.

Don C Nye
DON C. NYE

Norma Nye
NORMA NYE

STATE OF Idaho, COUNTY OF Bear Lake

On this 22nd day of **October, 2003,** before me a Notary Public in and for the State, personally appeared

DON C. NYE and NORMA NYE , husband and wife

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.

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

MAXINE MATTHEWS NOTARY PUBLIC STATE OF IDAHO

Notary Public
Residing at: Paris ID
My Commission Expires: 11-14-06

2003 OCT 23 AM 10 11
DEPUTY Cindy Dan
FEE $15.00

BEAR LAKE COUNTY RECORDER
JOAN P. EBORN

186703

MAIL TAX NOTICE TO: **DON CHAMPNEYS NYE and NORMA A. NYE and NYE FAMILY TRUST**
PO BOX 12, PARIS, ID. 83261

EXHIBIT A

SECTION 31, TOWNSHIP 13 SOUTH, RANGE 43 EAST BOISE MERIDIAN:

PARCEL 2: Beginning at a point 1754 feet North of the Southeast Corner of Section 31, Township 13 South, Range 43 East, Boise Meridian, thence North 4846 feet; thence West 1320 feet; thence South 4063.29 feet; thence West 4768.5 feet, more or less, to the West line of Lot 3 of said Section, Township and Range; thence South 782.71 feet; thence East 6088.5 feet, more or less, to the Point of Beginning.

SUBJECT TO a water easement with LITTLE VALLEY RESERVOIR pursuant to that contract of June 1965.

ALSO: The North 8 rods of Lots, 6, 7, 8, 9 and 10 of Block 2, PARIS TOWNSITE SURVEY, in Bear Lake County, Idaho, in Section 2, Township 14 South, Range 43 East of the Boise Meridian, and further described as follows:

Commencing at the Northwest Corner of Block 2, PARIS TOWNSITE SURVEY, in Bear Lake County, Idaho, in Section 2, Township 14 South, Range 43 East of the Boise Meridian, and running thence South 8 rods; thence East 40 rods; thence North 8 rods; thence West 40 rods to Place of Beginning.

TOGETHER WITH all rights thereunto belonging.

ALSO: All of the right, title and interest in and to that certain strip of land adjoining said property on Ist South Street, reverting to said property through the narrowing of said streets by the City of Paris, Idaho, said strip being approximately 1 rod in width.

ALSO: A ONE-HALF INTEREST IN THE FOLLOWING 34 DESCRIBED PROPERTIES:

Commencing at a point 1484 feet West and 1009 feet South from the Northeast Corner of the Southeast Quarter of Section 11, Township 14 South, Range 43 East, Boise Meridian, running thence West 2388 feet (to the East side of U.S. Highway 89); thence North 443 feet (to the South side of Mutual Creamery Lot); thence East 237 feet; thence North 181.5 feet; thence East 57 feet; thence North 496.5 feet; thence West 294 feet; thence North 143.5 feet; thence East 2388 feet; (to the West line of J.W. COOK TRACT); thence South 1264 feet to the Place of Beginning.

EXCEPT: Commencing at a point which is 1954 feet West of a point which is 1009 feet South and 1484 feet West of the Northeast Corner of the Southeast Quarter of Section 11, Township 14 South, Range 43 East, Boise Meridian, and running thence West 434 feet to the East side of U.S. Highway 89 (which said point is also designated as a point 64 rods South and 80 rods East of the Southwest Corner of the Northwest Quarter of said Section 11); thence North along said Highway a distance of 257 feet; thence Easterly along a straight line a distance of 498 feet, more or less, to a point which is 184 feet North of place of beginning; thence South 184 feet to Place of Beginning.

ALSO: Commencing at a point 2220 feet North and 2660 feet West from the Quarter Corner of Section 13 and 14 in Township 14 South, Range 43 East, Boise Meridian, Idaho, running thence South 330 feet; thence West 1400 feet; thence North 330 feet; thence East 1400 feet to the Place of Beginning.

ALSO: Commencing at a point 78 links South from the Northwest Corner of the SE¼NW¼ of Section 14, Township 14 South, Range 43 East, Boise Meridian, Idaho, running thence South 89°20' East 20.90 chains; thence South 6.00 chains; thence North 89°20' West 20.90 chains; thence North 6.00 chains to Place of Beginning.

ALSO: Commencing at a point 6.78 chains South of the Northwest Corner of the SE¼NW¼ of Section 14, Township 14 South, Range 43 East, Boise Meridian, Idaho, running thence South 5.15 chains; thence East 6.97 chains; thence South 4.90 chains; thence North 89° East 10.26 chains; thence North 3°30' East 4.66 chains; thence East 2.61 chains; thence North 5.00 chains; thence North 89°20' West 20.90 chains to the Place of Beginning.

ALSO: Commencing at a point 11.93 chains South from the Northwest Corner of the SE¼NW¼ of Section 14, Township 14 South, Range 43 East, Boise Meridian, Idaho, running thence East 6.97 chains; thence South 4.90 chains; thence South 89° West 6.94 chains; thence North 5.00 chains to the Place of Beginning.

(Continued)

EXHIBIT A CONTINUED

EXCEPT: That portion heretofore conveyed to the State of Idaho for highway right of way as disclosed by that Instrument recorded July 29, 1954, No. 69200, Book 45 of Deeds, page 303, records of Bear Lake County, Idaho.

TOGETHER WITH any and all water and/or water rights thereunto belonging or in any way appertaining, and especially including (but not limited to) 32 shares of the capital stock in the SOUTH FIELD DITCH & CANAL CO.

TOWNSHIP 13 SOUTH, RANGE 43 EAST, BOISE MERIDIAN:

Section 33: Commencing at the Southwest Corner of the Northwest Quarter of Section 33, Township 13 South, Range 43 East, Boise Meridian, Idaho, running thence North 52 rods; thence East 80 rods; thence South 52 rods; thence West 80 rods to the Place of Beginning.

Section 33: W½SW¼.

TOWNSHIP 14 SOUTH, RANGE 43 EAST, BOISE MERIDIAN:

Section 4: Lot 4; SW¼NW¼; NW¼SW¼; NE¼SW¼; NW¼SE¼.

TOWNSHIP 14 SOUTH, RANGE 43 EAST, BOISE MERIDIAN:

Commencing at a point 51 rods and 1½ feet West of the Southeast Corner of the Northeast Quarter of Section 11, Township 14 South, Range 43 East, Boise Meridian, Idaho (Paris Townsite Survey); running thence North 54 rods; thence West 6 rods and 6 feet; thence South 54 rods; thence East 6 rods and 6 feet to the Place of Beginning.

ALSO: Commencing at a point 48 rods and 3½ feet West of the Southeast Corner of the Northeast Quarter of Section 11, Township 14 South, Range 43 East, Boise Meridian, in Idaho, running thence South 18° West 66 rods; thence West 18° North 19 rods and 6 feet; thence North 18° East 66 rods; thence East 18° South 19 rods and 6 feet to the Place of Beginning.

Together with any and all water and water rights belonging to, or in any wise appertaining, to above described lands.

ALSO: Commencing at a point 4.80 chains East along Section line from the from the Northwest Corner of the NE¼NE¼, Section 12, Township 14 South, Range 43 East, Boise Meridian, and running thence East along Section line 20 chains; thence South 3.65 chains; thence West 10 chains; thence South 10 chains; thence West 10 chains; thence North 15.65 chains to Place of Beginning.

ALSO: Commencing at a point 2.15 chains East and 5.15 chains North from the Meander Corner to Section 1 and 12, Township 14 South, Range 43 East, Boise Meridian, and running thence South 5.15 chains; thence East 20.14 chains; thence North 1' East 18.77 chains to center of Paris Creek, thence up said creek following its winding to Place of Beginning.

ALSO: Commencing at a point 15.65 chains South along 40 acre line and 14.75 chains East from the Northwest Corner of the NE¼NE¼ of Section 12, Township 14 South, Range 43 East Boise Meridian, and running thence North 10 chains; thence East 10 chains; thence South 10 chains; thence West 10 chains to Place of Beginning.

ALSO: Commencing 14.30 chains North and 5.40 chains West from the Southeast Corner of the Northeast Quarter of Section 12, in Township 14 South, Range 43 East, Boise Meridian, and running thence West 20 chains; thence North 10.25 chains; thence East 20 chains; thence South 10.25 chains to Place of Beginning.

ALSO: Commencing at a point 5.95 chains West from the Southeast Corner of the Northeast Quarter, Section 12, Township 14 South, Range 43 East, Boise Meridian, and running thence West 56 rods; thence North 58 rods; thence East 56 rods; thence South 58 rods to Place of Beginning.

(Continued)

EXHIBIT A CONTINUED

ALSO: Commencing at a point 20 chains West from the Northeast Corner of Southeast Quarter, Section 12, Township 14 South, Range 43 East, Boise Meridian, and running thence North 14.05 chains; thence West 5.38 chains; thence South 14 chains; thence East 5.34 chains to Place of Beginning.

ALSO: 15 shares of Capital Stock of Dry Lake Canal Co.

ALSO: Commencing at a point 5.95 chains West from the Southeast Corner of the Northeast Quarter, Section 12, aforesaid, running thence North 58 rods; thence East 6.07 rods; thence South 58 rods; thence West 6.07 rods to Place of Beginning.

ALSO: Commencing at the Southeast Corner of the SW¼NW¼ Section 7, Township 14 South, Range 44 East, Boise Meridian, running thence West 97.93 rods; thence North 58 rods; thence East 97.93 rods; thence South 58 rods to Place of Beginning.

ALSO: Commencing at a point 25.26 chains North 89°27' West form the Northeast Corner of the Southeast Quarter, Section 12, Township 14 South, Range 43 East, Boise Meridian, and running thence North 4 chains and 2 links; thence West 10 chains, more or less, to County Road, running North and South; thence South along said road 4 chains and 2 links, more or less, to a point due West of Point of Beginning; thence East 10 chains, more or less, to Place of Beginning.

ALSO: Beginning at a point which is 25.26 chains North 89°27' West and 14.27 chains North from the Northeast Corner of the Southeast Quarter, Section 12, Township 14 South, Range 43 East, Boise Meridian (the same being Southeast corner of Lot 11), running thence North 10.25 chains; thence East 9.98 chains to local line; thence North 20.80 chains to center of Paris Creek; thence up the channel of said creek, following its windings (to a point which is 10.00 chains West and 16.15 chains North of Place of Beginning); thence South 16.15 chains (to Southwest corner of Lot 11); thence East 10.00 chains to Place of Beginning.

ALSO: Commencing at a point 7.50 chains North from the Southwest Corner of Lot 6, Section 7, Township 14 South, Range 44 East, Boise Meridian, running thence North 26.80 chains; thence East about 27.60 chains to Eastern boundary line of Lot 7, thence first in a Southwesterly course and thence in a Southeasterly direction to a point 7.50 chains North of the South Boundary line of said Lot 6, and directly East from place of beginning; thence West about 20 chains to Place of Beginning.

ALSO: Commencing at a point 35.26 chains North 89°27' West and 3.93 chains North from Northeast Corner of Southeast Quarter, Section 12, running thence North 10.25 chains; thence East 10 chains; thence South 10.25 chains thence West 10 chains to Place of Beginning, all in Township 14 South, Range 43 East, Boise Meridian.

ALSO: Commencing at a point 5.40 chains West of the Northeast Corner of SE¼NE¼, Section 12, Township 14 South, Range 43 East, Boise Meridian, running thence South 5.70 chains; thence East 20 chains; thence North 5.70 chains; thence West 20 chains to Place of Beginning.

ALSO: Commencing at a point 5.27 chains East and 18.77 chains North 1° East to center of Paris Creek from the Southwest Corner of Section 6, Township 14 South, Range 43 East, Boise Meridian, running thence South 1° West 18.77 chains; thence East 10 chains; thence North 10.16 chains; thence up center of channel of Paris Creek following its meandering to Place of Beginning.

ALSO: Commencing at a point 24.80 chains East along Section line from Northwest Corner of NE¼NE¼, Section 12, Township 14 South, Range 43 East, Boise Meridian, running thence East along Section line 10 chains; thence South 20 chains; thence West along 40 acre line 20 chains; thence North 4.35 chains; thence East 10 chains; thence North 15.65 chains to Place of Beginning.

ALSO: Commencing at a point 7.50 chains North from the Southwest Corner of Section 12, Township 14 South, Range 43 East, Boise Meridian, and running thence North 5.80 chains; thence East 1.17 chains; thence North 10.18 chains; thence West 1.17 chains; thence North 9.47 chains; thence South 89° East 10 chains; thence North 20.43 chains; thence South 89° East 9.67 chains; thence South 45.88 chains; thence West 19.67 chains to Place of Beginning.

(Continued)

EXCEPT: Commencing at a point 19.67 chains East and 20.38 chains North from Southwest Corner of Section 12, Township 14 South, Range 43 East, Boise Meridian (said point being in the center of the "Dry Lake Canal"), and running thence South 12.88 chains; thence West 19.67 chains; thence North 5.80 chains; thence East 1.17 chains; thence North 10.18 chains; more or less, to the center of said "Dry Lake Canal"; thence down said canal following its windings to Place of Beginning.

TOWNSHIP 14 SOUTH, RANGE 44 EAST, BOISE MERIDIAN:

Section 7: Lot 3.

ALSO: Commencing at a point from which the meander Corner between Section 1 and 2, Township 14 South, Range 43 East, Boise Meridian, bear North 48°25' East 1573 feet; from thence South 722 feet to center of land; thence South 89°57' West 660 feet; thence North 59° West 297 feet to center of Paris Creek, thence meander main channel Paris Creek to a point which is from point of beginning North 333 feet, West 647.5 feet and North 302 feet to center of Creek; thence meander old channel of Creek to a point 403 feet North of Point of Beginning.

Meander Corner referred to is 17 chains East from Northeast Corner of Section 12. Compass variations taken as 18°.

ALSO: Commencing at a point 5.65 chains West of Northwest Corner of Lot 7, Section 7, Township 14 South, Range 44 East, Boise Meridian, running thence South 5.70 chains; thence East about 36 chains to Eastern boundary line of said Lot 7; thence running in a Northwesterly direction along the line of said Lot to the Northeast corner of said Lot 7; thence West about 33 chains to Place of Beginning.

ALSO: The following parcel of land; Commencing at a point 5.65 chains West of Northwest corner of Lot 7, run thence South 5.70 chains in Section 7, Township 14 South, Range 44 East, Boise Meridian, running thence North 66 rods; thence East about 36 chains, more or less, to the Eastern boundary line of Lot 8, Section 7, in J.A. SUTTON'S Homestead Entry; thence South about 10.75 chains; thence West 33 chains.

ALSO: Commencing at a point 5.40 chains West of Northwest Corner of Lot 7, Section 7, Township 14 South, Range 44 East, Boise Meridian, running thence North 165 rods to center of Paris Creek; thence running down said creek following its windings to Bloomington Creek; thence following said creek in its windings to a point 10.75 chains North from Southeast corner of Lot 8 in J.A. SUTTON'S Homestead Entry; thence West 36 chains; thence South 66 rods; thence West 1 rod to Place of Beginning.

TOWNSHIP 13 SOUTH, RANGE 43 EAST, BOISE MERIDIAN:

Section 32: S½NE¼.

TOWNSHIP 14 SOUTH, RANGE 43 EAST, BOISE MERIDIAN:

Section 12: E½SE¼.

TOWNSHIP 14 SOUTH, RANGE 44 EAST, BOISE MERIDIAN:

Section 7: Lots 12, 17 and 18.

CORRECTED

QUIT CLAIM D E E D

2003 NOV 26 AM 10 34
DEPUTY
FEE $15.00

BEAR LAKE COUNTY RECORDER
JOAN P. EBORN

187069

For Value Received,

DON C. NYE and NORMA NYE, husband and wife,
of PO BOX 12, PARIS, County of Bear Lake, State of ID. 83261,

do(es) hereby, grant, bargain, sell, and convey unto

DCN

DON CHAMPNEYS NYE and NORMA A. NYE [redacted], Trustees (and to their Successors in Trust) of the NYE FAMILY TRUST U/A/D July 11, 1996,
of PO BOX 12, PARIS, County of Bear Lake, State of ID. 83261,

THE GRANTEE(S),

For the sum of ten dollars and other good and valuable consideration, the following described tract of land in the County of Bear Lake, State of Idaho:

See Attached Exhibit "A"

This deed is re-recorded to correct the vesting on that certain Quit Claim Deed recorded as Microfilm Instrument No. 186703.

To have and to hold the said premises, with their appurtenances unto the said Grantee(s), their heirs and assigns forever. And the said Grantor(s) hereby covenant to and with the said Grantee(s) that they are the owner(s) in fee simple of said premises; that they are free from all encumbrances, and that they will warrant and defend the same from all lawful claims whatsoever.

DATED THIS October 22, 2003.

Don C Nye
DON C. NYE

Norma Nye
NORMA NYE

STATE OF Idaho, COUNTY OF Bear Lake

On this 22nd day of **October, 2003**, before me a Notary Public in and for the State, personally appeared

DON C. NYE and NORMA NYE, husband and wife

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.

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

MAXINE MATTHEWS NOTARY PUBLIC STATE OF IDAHO

Notary Public
Residing at: Paris ID
My Commission Expires: 11-14-06

2003 OCT 23 AM 10 11
DEPUTY
FEE $15.00

BEAR LAKE COUNTY RECORDER
JOAN P. EBORN

186703

MAIL TAX NOTICE TO: **DON CHAMPNEYS NYE and NORMA A. NYE and NYE FAMILY TRUST**
PO BOX 12, PARIS, ID. 83261

EXHIBIT A

SECTION 31, TOWNSHIP 13 SOUTH, RANGE 43 EAST BOISE MERIDIAN:

PARCEL 2: Beginning at a point 1754 feet North of the Southeast Corner of Section 31, Township 13 South, Range 43 East, Boise Meridian, thence North 4846 feet; thence West 1320 feet; thence South 4063.29 feet; thence West 4768.5 feet, more or less, to the West line of Lot 3 of said Section, Township and Range; thence South 782.71 feet; thence East 6088.5 feet, more or less, to the Point of Beginning.

SUBJECT TO a water easement with LITTLE VALLEY RESERVOIR pursuant to that contract of June 1965.

ALSO: The North 8 rods of Lots, 6, 7, 8, 9 and 10 of Block 2, PARIS TOWNSITE SURVEY, in Bear Lake County, Idaho, in Section 2, Township 14 South, Range 43 East of the Boise Meridian, and further described as follows:

Commencing at the Northwest Corner of Block 2, PARIS TOWNSITE SURVEY, in Bear Lake County, Idaho, in Section 2, Township 14 South, Range 43 East of the Boise Meridian, and running thence South 8 rods; thence East 40 rods; thence North 8 rods; thence West 40 rods to Place of Beginning.

TOGETHER WITH all rights thereunto belonging.

ALSO: All of the right, title and interest in and to that certain strip of land adjoining said property on Ist South Street, reverting to said property through the narrowing of said streets by the City of Paris, Idaho, said strip being approximately 1 rod in width.

ALSO: A ONE-HALF INTEREST IN THE FOLLOWING 34 DESCRIBED PROPERTIES:

Commencing at a point 1484 feet West and 1009 feet South from the Northeast Corner of the Southeast Quarter of Section 11, Township 14 South, Range 43 East, Boise Meridian, running thence West 2388 feet (to the East side of U.S. Highway 89); thence North 443 feet (to the South side of Mutual Creamery Lot); thence East 237 feet; thence North 181.5 feet; thence East 57 feet; thence North 496.5 feet; thence West 294 feet; thence North 143.5 feet; thence East 2388 feet; (to the West line of J.W. COOK TRACT); thence South 1264 feet to the Place of Beginning.

EXCEPT: Commencing at a point which is 1954 feet West of a point which is 1009 feet South and 1484 feet West of the Northeast Corner of the Southeast Quarter of Section 11, Township 14 South, Range 43 East, Boise Meridian, and running thence West 434 feet to the East side of U.S. Highway 89 (which said point is also designated as a point 64 rods South and 80 rods East of the Southwest Corner of the Northwest Quarter of said Section 11); thence North along said Highway a distance of 257 feet; thence Easterly along a straight line a distance of 498 feet, more or less, to a point which is 184 feet North of place of beginning; thence South 184 feet to Place of Beginning.

ALSO: Commencing at a point 2220 feet North and 2660 feet West from the Quarter Corner of Section 13 and 14 in Township 14 South, Range 43 East, Boise Meridian, Idaho, running thence South 330 feet; thence West 1400 feet; thence North 330 feet; thence East 1400 feet to the Place of Beginning.

ALSO: Commencing at a point 78 links South from the Northwest Corner of the SE¼NW¼ of Section 14, Township 14 South, Range 43 East, Boise Meridian, Idaho, running thence South 89°20' East 20.90 chains; thence South 6.00 chains; thence North 89°20' West 20.90 chains; thence North 6.00 chains to Place of Beginning.

ALSO: Commencing at a point 6.78 chains South of the Northwest Corner of the SE¼NW¼ of Section 14, Township 14 South, Range 43 East, Boise Meridian, Idaho, running thence South 5.15 chains; thence East 6.97 chains; thence South 4.90 chains; thence North 89° East 10.26 chains; thence North 3°30' East 4.66 chains; thence East 2.61 chains; thence North 5.00 chains; thence North 89°20' West 20.90 chains to the Place of Beginning.

ALSO: Commencing at a point 11.93 chains South from the Northwest Corner of the SE¼NW¼ of Section 14, Township 14 South, Range 43 East, Boise Meridian, Idaho, running thence East 6.97 chains; thence South 4.90 chains; thence South 89° West 6.94 chains; thence North 5.00 chains to the Place of Beginning.

(Continued)

EXHIBIT A CONTINUED

EXCEPT: That portion heretofore conveyed to the State of Idaho for highway right of way as disclosed by that Instrument recorded July 29, 1954, No. 69200, Book 45 of Deeds, page 303, records of Bear Lake County, Idaho.

TOGETHER WITH any and all water and/or water rights thereunto belonging or in any way appertaining, and especially including (but not limited to) 32 shares of the capital stock in the SOUTH FIELD DITCH & CANAL CO.

TOWNSHIP 13 SOUTH, RANGE 43 EAST, BOISE MERIDIAN:

Section 33: Commencing at the Southwest Corner of the Northwest Quarter of Section 33, Township 13 South, Range 43 East, Boise Meridian, Idaho, running thence North 52 rods; thence East 80 rods; thence South 52 rods; thence West 80 rods to the Place of Beginning.

Section 33: W½SW¼.

TOWNSHIP 14 SOUTH, RANGE 43 EAST, BOISE MERIDIAN:

Section 4: Lot 4; SW¼NW¼; NW¼SW¼; NE¼SW¼; NW¼SE¼.

TOWNSHIP 14 SOUTH, RANGE 43 EAST, BOISE MERIDIAN:

Commencing at a point 51 rods and 1½ feet West of the Southeast Corner of the Northeast Quarter of Section 11, Township 14 South, Range 43 East, Boise Meridian, Idaho (Paris Townsite Survey); running thence North 54 rods; thence West 6 rods and 6 feet; thence South 54 rods; thence East 6 rods and 6 feet to the Place of Beginning.

ALSO: Commencing at a point 48 rods and 3½ feet West of the Southeast Corner of the Northeast Quarter of Section 11, Township 14 South, Range 43 East, Boise Meridian, in Idaho, running thence South 18° West 66 rods; thence West 18° North 19 rods and 6 feet; thence North 18° East 66 rods; thence East 18° South 19 rods and 6 feet to the Place of Beginning.

Together with any and all water and water rights belonging to, or in any wise appertaining, to above described lands.

ALSO: Commencing at a point 4.80 chains East along Section line from the from the Northwest Corner of the NE¼NE¼, Section 12, Township 14 South, Range 43 East, Boise Meridian, and running thence East along Section line 20 chains; thence South 3.65 chains; thence West 10 chains; thence South 10 chains; thence West 10 chains; thence North 15.65 chains to Place of Beginning.

ALSO: Commencing at a point 2.15 chains East and 5.15 chains North from the Meander Corner to Section 1 and 12, Township 14 South, Range 43 East, Boise Meridian, and running thence South 5.15 chains; thence East 20.14 chains; thence North 1' East 18.77 chains to center of Paris Creek, thence up said creek following its winding to Place of Beginning.

ALSO: Commencing at a point 15.65 chains South along 40 acre line and 14.75 chains East from the Northwest Corner of the NE¼NE¼ of Section 12, Township 14 South, Range 43 East Boise Meridian, and running thence North 10 chains; thence East 10 chains; thence South 10 chains; thence West 10 chains to Place of Beginning.

ALSO: Commencing 14.30 chains North and 5.40 chains West from the Southeast Corner of the Northeast Quarter of Section 12, in Township 14 South, Range 43 East, Boise Meridian, and running thence West 20 chains; thence North 10.25 chains; thence East 20 chains; thence South 10.25 chains to Place of Beginning.

ALSO: Commencing at a point 5.95 chains West from the Southeast Corner of the Northeast Quarter, Section 12, Township 14 South, Range 43 East, Boise Meridian, and running thence West 56 rods; thence North 58 rods; thence East 56 rods; thence South 58 rods to Place of Beginning.

(Continued)

EXHIBIT A CONTINUED

ALSO: Commencing at a point 20 chains West from the Northeast Corner of Southeast Quarter, Section 12, Township 14 South, Range 43 East, Boise Meridian, and running thence North 14.05 chains; thence West 5.38 chains; thence South 14 chains; thence East 5.34 chains to Place of Beginning.

ALSO: 15 shares of Capital Stock of Dry Lake Canal Co.

ALSO: Commencing at a point 5.95 chains West from the Southeast Corner of the Northeast Quarter, Section 12, aforesaid, running thence North 58 rods; thence East 6.07 rods; thence South 58 rods; thence West 6.07 rods to Place of Beginning.

ALSO: Commencing at the Southeast Corner of the SW¼NW¼ Section 7, Township 14 South, Range 44 East, Boise Meridian, running thence West 97.93 rods; thence North 58 rods; thence East 97.93 rods; thence South 58 rods to Place of Beginning.

ALSO: Commencing at a point 25.26 chains North 89°27' West form the Northeast Corner of the Southeast Quarter, Section 12, Township 14 South, Range 43 East, Boise Meridian, and running thence North 4 chains and 2 links; thence West 10 chains, more or less, to County Road, running North and South; thence South along said road 4 chains and 2 links, more or less, to a point due West of Point of Beginning; thence East 10 chains, more or less, to Place of Beginning.

ALSO: Beginning at a point which is 25.26 chains North 89°27' West and 14.27 chains North from the Northeast Corner of the Southeast Quarter, Section 12, Township 14 South, Range 43 East, Boise Meridian (the same being Southeast corner of Lot 11), running thence North 10.25 chains; thence East 9.98 chains to local line; thence North 20.80 chains to center of Paris Creek; thence up the channel of said creek, following its windings (to a point which is 10.00 chains West and 16.15 chains North of Place of Beginning); thence South 16.15 chains (to Southwest corner of Lot 11); thence East 10.00 chains to Place of Beginning.

ALSO: Commencing at a point 7.50 chains North from the Southwest Corner of Lot 6, Section 7, Township 14 South, Range 44 East, Boise Meridian, running thence North 26.80 chains; thence East about 27.60 chains to Eastern boundary line of Lot 7, thence first in a Southwesterly course and thence in a Southeasterly direction to a point 7.50 chains North of the South Boundary line of said Lot 6, and directly East from place of beginning; thence West about 20 chains to Place of Beginning.

ALSO: Commencing at a point 35.26 chains North 89°27' West and 3.93 chains North from Northeast Corner of Southeast Quarter, Section 12, running thence North 10.25 chains; thence East 10 chains; thence South 10.25 chains thence West 10 chains to Place of Beginning, all in Township 14 South, Range 43 East, Boise Meridian.

ALSO: Commencing at a point 5.40 chains West of the Northeast Corner of SE¼NE¼, Section 12, Township 14 South, Range 43 East, Boise Meridian, running thence South 5.70 chains; thence East 20 chains; thence North 5.70 chains; thence West 20 chains to Place of Beginning.

ALSO: Commencing at a point 5.27 chains East and 18.77 chains North 1° East to center of Paris Creek from the Southwest Corner of Section 6, Township 14 South, Range 44 East, Boise Meridian, running thence South 1° West 18.77 chains; thence East 10 chains; thence North 10.16 chains; thence up center of channel of Paris Creek following its meandering to Place of Beginning.

ALSO: Commencing at a point 24.80 chains East along Section line from Northwest Corner of NE¼NE¼, Section 12, Township 14 South, Range 43 East, Boise Meridian, running thence East along Section line 10 chains; thence South 20 chains; thence West along 40 acre line 20 chains; thence North 4.35 chains; thence East 10 chains; thence North 15.65 chains to Place of Beginning.

ALSO: Commencing at a point 7.50 chains North from the Southwest Corner of Section 12, Township 14 South, Range 43 East, Boise Meridian, and running thence North 5.80 chains; thence East 1.17 chains; thence North 10.18 chains; thence West 1.17 chains; thence North 9.47 chains; thence South 89° East 10 chains; thence North 20.43 chains; thence South 89° East 9.67 chains; thence South 45.88 chains; thence West 19.67 chains to Place of Beginning.

(Continued)

EXCEPT: Commencing at a point 19.67 chains East and 20.38 chains North from Southwest Corner of Section 12, Township 14 South, Range 43 East, Boise Meridian (said point being in the center of the "Dry Lake Canal"), and running thence South 12.88 chains; thence West 19.67 chains; thence North 5.80 chains; thence East 1.17 chains; thence North 10.18 chains; more or less, to the center of said "Dry Lake Canal"; thence down said canal following its windings to Place of Beginning.

TOWNSHIP 14 SOUTH, RANGE 44 EAST, BOISE MERIDIAN:

Section 7: Lot 3.

ALSO: Commencing at a point from which the meander Corner between Section 1 and 2, Township 14 South, Range 43 East, Boise Meridian, bear North 48°25' East 1573 feet; from thence South 722 feet to center of land; thence South 89°57' West 660 feet; thence North 59° West 297 feet to center of Paris Creek, thence meander main channel Paris Creek to a point which is from point of beginning North 333 feet, West 647.5 feet and North 302 feet to center of Creek; thence meander old channel of Creek to a point 403 feet North of Point of Beginning.

Meander Corner referred to is 17 chains East from Northeast Corner of Section 12. Compass variations taken as 18°.

ALSO: Commencing at a point 5.65 chains West of Northwest Corner of Lot 7, Section 7, Township 14 South, Range 44 East, Boise Meridian, running thence South 5.70 chains; thence East about 36 chains to Eastern boundary line of said Lot 7; thence running in a Northwesterly direction along the line of said Lot to the Northeast corner of said Lot 7; thence West about 33 chains to Place of Beginning.

ALSO: The following parcel of land; Commencing at a point 5.65 chains West of Northwest corner of Lot 7, run thence South 5.70 chains in Section 7, Township 14 South, Range 44 East, Boise Meridian, running thence North 66 rods; thence East about 36 chains, more or less, to the Eastern boundary line of Lot 8, Section 7, in J.A. SUTTON'S Homestead Entry; thence South about 10.75 chains; thence West 33 chains.

ALSO: Commencing at a point 5.40 chains West of Northwest Corner of Lot 7, Section 7, Township 14 South, Range 44 East, Boise Meridian, running thence North 165 rods to center of Paris Creek; thence running down said creek following its windings to Bloomington Creek; thence following said creek in its windings to a point 10.75 chains North from Southeast corner of Lot 8 in J.A. SUTTON'S Homestead Entry; thence West 36 chains; thence South 66 rods; thence West 1 rod to Place of Beginning.

TOWNSHIP 13 SOUTH, RANGE 43 EAST, BOISE MERIDIAN:

Section 32: S½NE¼.

TOWNSHIP 14 SOUTH, RANGE 43 EAST, BOISE MERIDIAN:

Section 12: E½SE¼.

TOWNSHIP 14 SOUTH, RANGE 44 EAST, BOISE MERIDIAN:

Section 7: Lots 12, 17 and 18.

File #20050593
Tax I.D. #4472, 4525, 4526.01,, 4838, & 4843

WARRANTY DEED

For Value Received,

DON CHAMPNEYS NYE and NORMA A. NYE, Trustees of the NYE FAMILY TRUST U/A/D July 11, 1996, as to an undivided 1/2 interest; and WAYNE H. NYE and GAIL S. NYE, Trustees of the NYE FAMILY TRUST U/A/D May 10, 1005, as to an undivided 1/2 Interest,

and

DON CHAMPNEYS NYE and NORMA A. NYE and WAYNE H. NYE and GAIL S. NYE, individually ,
of PO BOX 13, PARIS, County of Bear Lake, State of ID. 83261,

THE GRANTOR(S),

do(es) hereby, grant, bargain, sell, and convey unto

MAX O. BUNDERSON, an unmarried man,
of PO BOX 191, PARIS, County of Bear Lake, State of ID. 83261,

THE GRANTEE(S),

For the sum of ten dollars and other good and valuable consideration, the following described tract of land in the County of Bear Lake, State of Idaho:

See Attached Exhibit "A"

To have and to hold the said premises, with their appurtenances unto the said Grantee(s), his heirs and assigns forever. And the said Grantor(s) hereby covenant to and with the said Grantee(s) that they are the owner(s) in fee simple of said premises; that they are free from all encumbrances, and that they will warrant and defend the same from all lawful claims whatsoever.

DATED THIS September 2, 2005.

Wayne H. Nye
WAYNE H. NYE, Trustee,

Don Champneys Nye
DON CHAMPNEYS NYE, Trustee

Gail S. Nye
GAIL S. NYE, Trustee

Norma A. Nye
NORMA A. NYE, Trustee

Wayne H. Nye
WAYNE H. NYE,

Don Champneys Nye
DON CHAMPNEYS NYE

Gail S Nye
GAIL S. NYE

Norma A. Nye
NORMA A. NYE

STATE OF IDAHO, COUNTY OF BEAR LAKE

On this 2 day of **September, 2005,** before me a Notary Public in and for the State, personally appeared

DON CHAMPNEYS NYE and NORMA A. NYE

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 Trustees of the NYE FAMILY TRUST, U/A/D July 11, 1996.

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

Notary Public
Residing at: Paris ID
My Commission Expires: 12-01-06

KAY BECK NOTARY PUBLIC STATE OF IDAHO

192363
STATE OF IDAHO
County of Bear Lake
Date 9-6-05
Time 12:15 Pm
Deputy Judy Pugh
Clerk, Kerry Haddock
Fee $9.00

MAIL TAX NOTICE TO: **MAX O. BUNDERSON**
PO BOX 191, PARIS, ID. 83261

192363

STATE OF IDAHO, COUNTY OF BEAR LAKE

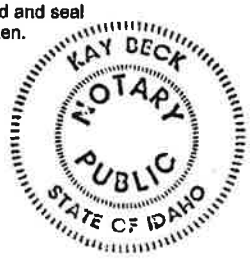
On this 2 day of **September, 2005,** before me a Notary Public in and for the State, personally appeared

WAYNE H. NYE and GAIL S A. NYE

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 Trustees of the NYE FAMILY TRUST, U/A/D May 10, 1995.

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

Notary Public
Residing at: Ovid, ID
My Commission Expires: 12-01-06



STATE OF IDAHO, COUNTY OF BEAR LAKE

On this 2 day of **September, 2005,** before me a Notary Public in and for the State, personally appeared

DON CHAMPNEYS NYE and NORMA A. NYE and WAYNE H. NYE and GAIL S. NYE,

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.

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

Notary Public
Residing at: Ovid ID
My Commission Expires: 12-01-06



EXHIBIT A 192363

TOWNSHIP 14 SOUTH, RANGE 44 EAST OF THE BOISE MERIDIAN:

Section 7: Lots 1, 2, 3, 6, 7 and 8.
EXCEPT THEREFROM the South 495 feet of Lot 6.

ALSO a tract of land located in Sections 1 and 12, Township 14 South, Range 43 East of the Boise Meridian, and in Section 6, Township 14 South, Range 44 East of the Boise Meridian, more particularly described as follows:
Beginning at the meaner Corner of Sections 1 and 12, Township and Range aforesaid, and running thence South 2640 feet, more or less, to the Southeast Corner of SW¼NE¼ of Section 12; thence West 1012.44 feet; thence North 935.88 feet, more or less, to the Northwest Corner of Lot 8, Plat Book B at page 76; thence North 89°57' West 660 feet; thence North 59° West 297 feet, more or less, to center of Paris Creek; thence following the meanderings of Paris Creek in a Northerly and Easterly direction through said Sections 12 and 1 and Section 6, Township and Range aforesaid, to its intersection with Bloomington Creek; thence down said Bloomington Creek to its intersection with the South line of said Section 6; thence West along the South line of Section 6 and Section 1, to the meander Corner of Sections 1 and 12, the Point of Beginning.

Section 12: E½E½.

File #20060014-A

WARRANTY DEED

For Value Received,

MAX O. BUNDERSON,
of PO BOX 191, PARIS, County of Bear Lake, State of ID. 83261,

THE GRANTOR(S),

do(es) hereby, grant, bargain, sell, and convey unto

ROY A. BUNDERSON and SHANNON D. BUNDERSON, husband and wife,
of PO BOX 255, BLOOMINGTON, County of Bear Lake, State of ID. 83223,

THE GRANTEE(S),

For the sum of ten dollars and other good and valuable consideration, the following described tract of land in the County of Bear Lake, State of Idaho:

See Attached Exhibit "A"

To have and to hold the said premises, with their appurtenances unto the said Grantee(s), their heirs and assigns forever. And the said Grantor(s) hereby covenant to and with the said Grantee(s) that he is the owner(s) in fee simple of said premises; that they are free from all encumbrances, and that he will warrant and defend the same from all lawful claims whatsoever.

DATED THIS April 6, 2006.

MAX O. BUNDERSON

Instrument # 194319
BEAR LAKE COUNTY
2006-04-14 04:45:49 No. of Pages: 2
Recorded for : ROY A. BUNDERSON
KERRY HADDOCK Fee: 6.00
Ex-Officio Recorder Deputy
Index to: WARRANTY DEED

STATE OF IDAHO, COUNTY OF BEAR LAKE

On this 12th day of **April, 2006,** before me a Notary Public in and for the State, personally appeared

MAX O. BUNDERSON,

known to me to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

MAXINE MATTHEWS NOTARY PUBLIC STATE OF IDAHO

Notary Public
Residing at: Paris ID
My Commission Expires: 11-14-06

MAIL TAX NOTICE TO: ROY A. BUNDERSON and SHANNON D. BUNDERSON
PO BOX 255, BLOOMINGTON, ID. 83223

194319

EXHIBIT A

Parcel No. 1:

TOWNSHIP 14 SOUTH, RANGE 44 EAST OF THE BOISE MERIDIAN:

Section 7: Lots 1, 2, 3, 6, 7 and 8.
EXCEPT THEREFROM the South 495 feet of Lot 6.

ALSO a tract of land located in Sections 1 and 12, Township 14 South, Range 43 East of the Boise Meridian, and in Section 6, Township 14 South, Range 44 East of the Boise Meridian, more particularly described as follows:
Beginning at the meander Corner of Sections 1 and 12, Township and Range aforesaid, and running thence South 2640 feet, more or less, to the Southeast Corner of SW¼NE¼ of Section 12; thence West 1012.44 feet; thence North 935.88 feet, more or less, to the Northwest Corner of Lot 8, Plat Book B at page 76; thence North 89°57' West 660 feet; thence North 59° West 297 feet, more or less, to center of Paris Creek; thence following the meanderings of Paris Creek in a Northerly and Easterly direction through said Sections 12 and 1 and Section 6, Township and Range aforesaid, to its intersection with Bloomington Creek; thence down said Bloomington Creek to its intersection with the South line of said Section 6; thence West along the South line of Section 6 and Section 1, to the meander Corner of Sections 1 and 12, the Point of Beginning.

Section 12: E½E½.

Instrument # 234278
BEAR LAKE COUNTY
02-18-2021 12:30:04 No. of Pages: 6
Recorded for: FIRST AMERICAN TITLE - MONTPELIER
Cindy Garner Fee: $16.00
Ex-Officio Recorder Deputy: JH
Index to: WARRANTY DEED

Return Address:
U.S. Fish and Wildlife Service
Lands Division
NWRS/LNDS: Danielle Zarlengo
911 NE 11th Ave.
Portland, OR 97232-4181

WARRANTY DEED

The Grantors, ROY A BUNDERSON AND SHANNON D BUNDERSON, husband and wife, for and in consideration of the sum of Sixteen Thousand One Hundred Dollars and Zero Cents ($16,100.00), receipt of which is hereby acknowledged, does hereby CONVEY AND WARRANT to the United States of America and its assigns the following described real property, located in Bear Lake County, Idaho, to wit:

The following described tract is located about 2 miles east of the City of Paris, Idaho, Bear Lake County Idaho, and consists of a portion of that parcel of land conveyed to Roy A. Bunderson and Shannon D. Bunderson, husband and wife, from Max O. Bunderson, by Warranty Deed dated April 6, 2006 and recorded April 14, 2006 as Instrument No. 194319, records of said County.

Section 6, Township 14 South, Range 44 East of the Boise Meridian, Bear Lake County, Idaho:

Commencing at government meander line angle point 2 in said section 6;

Thence following said government meander line along the northwesterly side of North Lake, South 61°31'53" West, 1808.03 feet to the center line of Bloomington Creek and the Point Of Beginning;

Thence northerly along the center line meanders of Bloomington Creek:

North 07°49'27" West	160.65 feet,
North 00°46'44" West	99.79 feet,
North 14°59'12" West	71.33 feet,
North 65°20'29" West	53.53 feet,
South 76°25'02" West	146.58 feet,
North 87°29'09" West	59.10 feet,
North 68°10'38" West	73.52 feet,
North 47°37'05" West	166.63 feet,

South 70°49'36" West 110.10 feet,
South 33°38'48" West 54.74 feet,
South 61°28'33" West 91.84 feet to the intersection of the centerline of the current channel of Bloomington Creek and the old channel of Bloomington Creek;

Thence southerly along the centerline meanders of said old channel:

South 08°28'51" West, 50.42 feet,
South 43°30'33" West, 46.68 feet,
South 06°43'11" West, 11.00 feet,
South 03°00'00" West, 6.43 feet,
to the intersection with the projected line of an existing fence;

Thence South 37°38'13" East along said existing fence 563.00 feet, more or less, to the meander corner common to sections 6 and 7, said township and range;

Thence along the meander line of North Lake North 61°31'53" East, 450 feet more or less, to the Point Of Beginning.

Containing 6.87 acres more or less.

TOGETHER WITH the Grantor's right, title and interest in and to all water rights, easements, and appurtenances to said property.

SUBJECT TO existing easements for public roads and highways, railroads, pipelines, public utilities, and valid existing rights, if any.

ALSO, the Grantors further remise, release, and forever quitclaim to the UNITED STATES OF AMERICA, and its assigns, all right, title and interest which the Grantors may have in the banks, beds and waters of any streams bordering the said land conveyed and also all interest in any alleys, roads, streets, ways, strips, gores or railroad rights-of-way abutting or adjoining said land and in any means of ingress or egress appurtenant thereto.

The Grantors hereby covenants to and with the United States of America and its assigns, that Grantors are lawfully seized in fee simple of the above-granted real property, have a good and lawful right and power to sell and convey the same, that the same is free and clear of all encumbrances, except as shown above, and that Grantors will forever warrant and defend the title thereto and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

The above-described lands are acquired for administration by the Secretary of the Interior through the United States Fish and Wildlife Service. The United States Fish and Wildlife Service intends to reasonably regulate any reserved mineral interests to the extent necessary to protect Refuge resources and uses, including existing regulations at 50 CFR Part 29, Subparts C and D, and any successor regulations.

IN WITNESS WHEREOF, the Grantors have executed this instrument this 18 day of February, ~~2020.~~ 21

Roy A. Bunderson
Roy A Bunderson

Shannon D. Bunderson
Shannon D Bunderson

LA- Idaho
Bear Lake National Wildlife Refuge
Bunderson, Roy and Shannon (45)

234278

ACKNOWLEDGMENT

STATE OF Idaho)
SS
County of Bear Lake)

I certify that I know or have satisfactory evidence that Roy A Bunderson and is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be His free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 2-18-2021

NOTARY PUBLIC
ANDREA BECK
My Commission Number is 61837
Commission Expires: 06/17/2025
STATE OF IDAHO

Andrea Beck
Notary Public for and in for the State of Idaho
Residing at Ovid, ID
My appointment expires 6-17-2025

WITNESS my hand and official seal.

LA- Idaho
Bear Lake National Wildlife Refuge
Bunderson, Roy and Shannon (45)

234278

ACKNOWLEDGMENT

STATE OF Idaho)
ss
County of Bear Lake)

I certify that I know or have satisfactory evidence that Shannon D Bunderson is the person who appeared before me, and said person acknowledged that She signed this instrument and acknowledged it to be Her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 2-18-2021

NOTARY PUBLIC
ANDREA BECK
My Commission Number is 61837
Commission Expires: 06/17/2025
STATE OF IDAHO

Andrea Beck
Notary Public for and in for the State of Idaho
Residing at Ovid, ID
My appointment expires 6-17-2025

WITNESS my hand and official seal.

LA- Idaho
Bear Lake National Wildlife Refuge
Bunderson, Roy and Shannon (45)

DISTRICT COURT - BRBA
Fifth Judicial District
County of Twin Falls - State of Idaho
JAN 17 2023
By _____ Clerk
Deputy Clerk

RECEIVED
DEC 08 2023
DEPARTMENT OF
WATER RESOURCES

Todd Kim
Assistant Attorney General
R. Lee Leininger
Katharine Laubach
Mark Widerschein
Natural Resources Section
Environment and Natural Resources Division
U.S. Department of Justice
550 West Fort Street, MSC 033
Boise, Idaho 83724
lee.leininger@usdoj.gov
katharine.laubach@usdoj.gov
mark.widerschein@usdoj.gov

Attorneys for the United States

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re BRBA

Case No. 79576

United States' Notice of Appearance

PLEASE TAKE NOTICE that R. Lee Leininger, Katharine Laubach, and Mark Widerschein enter their appearances on behalf of the United States in the above titled action and in the subcases resulting from this action. Undersigned counsel enter their appearances under the direction of the Attorney General of the United States and pursuant to 28 U.S.C. §§516 through 519, which authorizes Department of Justice attorneys to conduct litigation on behalf of the United States in any suit before any state court.

All attorneys listed will accept service of papers by regular U.S. Mail at the following address:

United States Department of Justice
Environment and Natural Resources Division
550 West Fort Street, MSC 033
Boise, Idaho, 83724

All overnight or hand deliveries should be made to the following street address[1]:

United States Department of Justice
Environment and Natural Resources Division (ENRD)
c/o United States Attorney's Office
1290 West Myrtle Street, Suite 500
Boise, ID 83702
(208)334-1211

Dated January 17, 2023

Respectfully submitted,

Todd Kim
Assistant Attorney General
R. Lee Leininger
Katharine Laubach
Mark Widerschein
Natural Resources Section
Environment and Natural Resources Division
United States Department of Justice

[1] The court modified SRBA Administrative Order 1 Rules of Procedure on March 31, 2021 with respect to service on the United States
http://164.165.134.61/Images/2021-03/0039576xx09277.pdf

CERTIFICATE OF SERVICE

I certify that on 17 January, 2023, I served true and correct copies of the foregoing

UNITED STATES' NOTICE OF APPEARANCE as follows:

Original via fax (208) 736-2121:

Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
Twin Falls, ID 83303-2707

Copies via First Class U.S. Mail, pre-paid:

DIRECTOR OF IDWR
P.O. Box 83720
Boise, ID 83720-0098

Chief, Natural Resources Division
Office of the Attorney General
State of Idaho
P.O. Box 83720
Boise, ID 83720-0010

Matthew Smith