

DEC 08 2023

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: 11-80Date Received: 12/08/2023

Receipt No: _____

Claim Fee: _____ By: S.O.**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW****Please type or print clearly**

- Name of claimant(s) United States on behalf of USFWS Phone (503) 231-6167
Mailing address USDOJ, 550 West Fort Street, MSC 033 Boise Idaho Zip 83724
Street or Box City State
Email address (optional) Rachel_Esralew@fws.gov
- Date of priority: (Only one per claim) 5/1/1878 (Explain priority date selected in Remarks)
Month/Day/Year (YYYY)
- Source of water supply (Check one) Ground Water () or Other (☒) (a) Paris Creek
which is tributary to (b) Bear Lake Outlet
- 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 _____
- 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 decreed POD (in Lot 6, Section 1, T 14S, R 43E, 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 0.38 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 0.38 (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 41.4 acres of wetland habitat for waterfowl and colonial nesting birds.

9. Description of place of use:

- If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- 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.

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
14S	44E	6							LT 5 W	W	W								

Parcel no(s). RP14S44E064700 (AIN: 04840.00) 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.
11-81, 11-82, 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 _____

Scale: 2 inches equals 1 mile

[illegible]

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

If applicable provide IDWR Water Right Number 11-80 (Decreed Right)

Pioneer Irrigation and
Manufacturing Co. vs.
Southfield Ditch and Canal Co.

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: Addendum / 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 of U.S. Fish and Wildlife Service, Region 1
Agent's title (Please print) 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 _____



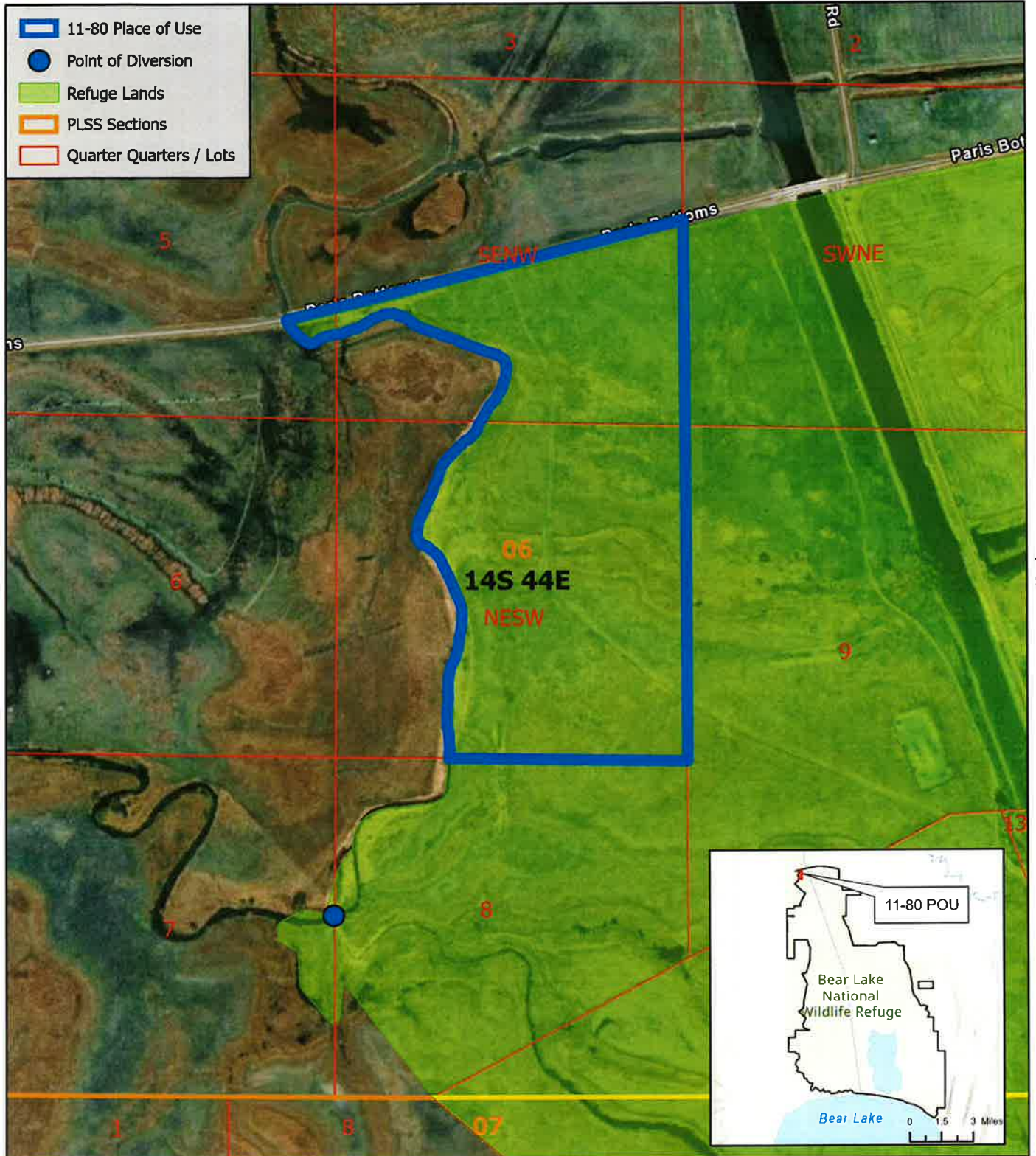
**NATIONAL
WILDLIFE
REFUGE SYSTEM**



Bear Lake National Wildlife Refuge

Claim 11-80

R 44E, B.M.



T 14S,
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 0.1 0.2 0.3 0.4 0.5
Miles



Addendum A for Claim 11-80

U.S. Fish and Wildlife Service (FWS)

Regarding Question #2

The priority date of 5/1/1878 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 for decreed right 11-80 was initiated by another party and completed on 03/07/2023, splitting the place of use area into two parts. The POU associated with a new right created during the split, 11-8020, owned by the new party, contained 175.6 acres. The POU associated with the original right, 11-80, still owned by the FWS, then contained 61.4 acres. However, the POU mapped for 11-80 during the split overestimated the acreage by approximately 20 acres when comparing it to the description of the POU on page 35 of the decree. As such, the POU area is adjusted from 61.4 acres to 41.4 acres when calculating the flow rate for this claim.

Per 'Exhibit "A"' of the decree, the flow rate allocated for irrigation in the decreed POU is 2.00 cfs.¹ As the POU acreage is not explicitly identified in the original decree, it was approximated by summing the acreage estimated from the POUs in 11-80 (41.4 acres) and 11-8020 (175.6 acres); the total POU is 217 acres. The flow rate of 0.52 cfs calculated in the March 2023 administrative split of decreed right 11-80 is re-calculated below to the new flow rate estimated for the FWS claim by accounting for the overestimated POU acreage as described above. The flow rate the FWS claims, 0.38 cfs, and reflects the number of acres within the POU that are on FWS property (41.4) as a proportion of the total number of acres estimated in the decreed POU (217):

$$41.4 \text{ acres} / 217 \text{ acres} = 0.191 \rightarrow 0.191 \times 2.00 \text{ cfs} = \mathbf{0.38 \text{ cfs}}$$

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.

¹ Party #15, 'Louis W. Budge et al.', listed in 'Exhibit "A"' is to receive a maximum allocation of 2.00 cfs in the decreed POU.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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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?
11-80	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: Gerald, Sandra, Alan, and Jean Alder (owners in IDWR database are listed as the 'Budges')
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 Boise ID 83724
Mailing address _____ City _____ State _____ Zip _____
(503) 231-6167 Rachel_Esralew@fws.gov
Telephone _____ 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: Multiple: 03/20/1979; 08/28/1979
6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
o 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):
o \$25 per *undivided* water right.
o \$100 per *split* water right.
o 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

12/7/2023
Date

Signature: _____
Signature of new owner/claimant _____
Print name _____

Title, if applicable _____ Date _____

For IDWR Office Use Only:

Received 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 _____

WARRANTY DEED

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

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:

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DEPARTMENT OF
WATER RESOURCES

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, ABOVE SAID 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,

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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, ABOVE SAID 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.

Warranty Deed
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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
Gerald J. Alder

Sandra Alder
Sandra Alder

Alan J. Alder
Alan J. Alder

Jean Alder
Jean Alder

ACKNOWLEDGMENT

STATE OF Utah)
County of Cache) ss

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 in-
strument 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.

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

My Commission Expires: January 12, 1983



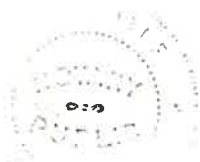
Warranty Deed
Alder, Gerald et al (17,a,b)
Page 7 of 8 pages

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 indi-
viduals 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

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)
 County of Bear Lake) ss

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 Gracie, Ida.
 My Commission Expires: Lifetime

ACKNOWLEDGMENT

STATE OF Utah)
 County of Cache) ss

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.

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

Warranty Deed

Page 2 of 4 pages

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;

Warranty Deed

Page 3 of 4 pages

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.

Warranty Deed

Page 4 of 4 pages

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
Dec 9-5-79
11:55 AM
Filed
Roy Banderson
De Renteria, Dep.

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.)

Case No. 3050

AMENDED JUDGMENT

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 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°32'11" 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)

AMENDED JUDGMENT - Page 1

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.

Thereafter 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



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.)

Case No. 3050

JUDGMENT

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 03°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)

JUDGMENT - Page 1

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.

JUDGMENT - Page 3

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 45.98 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 



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

Liability Amounts

Attention: Danielle Zarlengo

Your Ref.: USA Tract #17

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

Schedule A

Recorded Document Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5010500-1120759-MON

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 through November 15, 2023.
Date Date
- b. _____ recorded and indexed in the grantor-grantee indices in the Land Records of _____
Name of County and State
from _____ through _____.
Date 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

(Applicant's Signature Provision)

Digitally signed by DANIELLE ZARLENGO

Date: 2023.11.30 12:19:01 -08'00'

(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. 2.,
thence North 70 rods; thence North 16 rods; thence North-westerly to a point 25
feet distant North of the place of beginning; thence South to the place of beginning, and
containing 2 1/2 acres of land, more or less.

Also, beginning at a point 75 links West of the southeast corner of Section 35
Township 12 S. R. 44 E. B. 2., and running thence West 12.88 chains; thence North 6.60
chains; thence South 24' 40" East 13 chains; thence South 6.96 chains to place of beginning,
containing 12 1/100 acres of land, more or less.

Together with 100 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
whosoever, 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 appur-
tenances 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
presence of Chas. E. Harris as to
William Morgan Jr.

Robert C. Williams. (seal)
Edith Williams. (seal)

UNITED STATES OF AMERICA.

STATE OF IDAHO)

County of Bear Lake) ss

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, per-
sonally 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.

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

UNITED STATES OF AMERICA.

STATE OF WYOMING)

County of Uinta) ss

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 be 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.

Deputy.

H. H. Broomhead.

Recorder.

No. 15653.

QUIT CLAIM D.E.M.D.

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° 15' 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. 24.06 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. 366.62 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.

24-80

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.
Vice-President and General Manager.

(seal)

STATE OF UTAH)
County of Salt Lake) ss

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.

Approved as to Description: Bismarck Snyder.
A. E. Buckler. : (seal) Notary Public.
Residing at Salt Lake City, Utah.

(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)
County of Bear Lake) ss

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.

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.

J U D G M E N T.

Daniel Densley, Elisabeth M. Densley,
and Evans Investment Company,
a corporation,
Defendants.

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,

CONVEYANCE OF INTEREST

WHEREAS, William L. Rich of Paris, Idaho, died testate on or about the 1st day of June, 1936, 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 at Salt Lake City, Utah, on or about the 16th day of November, 1936, and left as his heirs-at-law his wife, Elizabeth J. Rich, his son, Odie O. Rich, age 32, now of Los Angeles, California, and his daughter, Loretta R. Wedding, age 30, now of New York, 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 names persons: Emily M. Rich of Paris, Idaho; Elizabeth J. Rich of Salt Lake City, Utah; Odie 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 J. Sutton, of Oakley, Idaho; Gertrude R. Price and her husband, Fred J. Price, and Iris R. Collins and her husband, L. B. Collins, of Pocatello, Idaho; Rich and his wife, Ada S. Rich, of Logan, Utah; Lois R. Gunderson and her husband, Howard S. 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 NW 1/4 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 34.9 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 afore-said, 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, and 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; 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 23° 18' East 302 feet; thence North 46° 38' East 700 feet; thence North 1° 02' West 605 feet; thence North 82° 45' West 400 feet; thence North 37° 45' West 00° 25' East 155 feet; thence North 82° 45' West 400 feet; thence North 20° 46' West 235 feet; thence North 17° 54' East 384 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 14° 10' East 300 feet; thence North 65° 55' North 4° 10' West 100 feet; thence North 39° 32' West 400 feet; thence North 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 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 19, 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 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

Loone 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. Collins

M. M. Collins 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 M. Cole, Mabel R. Sutton and her husband Richard J. Sutton, Hazel R. Shepherd and her husband P. 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)
) ss
COUNTY OF LOS ANGELES)

On the 8th day of October, 1942, before me Frank W. Tronst a notary public in and for said county and State personally appeared Odie C. Rich and his wife Leone P. 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. Tronst
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. Weddinn, Lois R. Gundersen, Howard B. Gundersen, Naoma 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, 1941.

(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. Collins and her husband W. H. Collins, Clarence M. Rich and Theresa 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, 1942; Book 7 of Miscellaneous at page 609.

By Lucy A. Dalton 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, 1942, 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
Rack Bar

Pots & Pans
Silverware
Oil stove heater
Dish sinks

...and all
...estate, and all
...have been
...State of
...at law
...of the said
...and Final Account and
...allotted and
...the residue of said estate herein-
...not now known as discovered, which
...may have an interest in, be, and the
...as follows:

1. HANCOCK, son and sole surviving heir at law of said
...the 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" Mont-
pelier Townships Survey; together with 1 1/4 (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 }
State of Idaho } ss.

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 DISTRIBU-
TION filed in the matter of the Estate of Deseret Hancock, sometimes referred to as Dizzie
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 Sam V. Tunks, Deputy
Fee: \$2.45

Sam V. Tunks, Recorder.

No. 67014. ✓ IN THE PROBATE COURT OF BEAR LAKE COUNTY, STATE OF IDAHO

In the Matter of the Estate of :

WILLIAM L. RICH :
Decceased : DECREE OF FINAL DISTRIBUTION

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 satis-
faction 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
and on the 10th day of July, 1928, letters testamentary as such as required by law,
was duly issued to the said Emily M. Rich, Frank J. Foulger and Jesse P. Rich and such
letters have not been revoked.

45-66

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
Odin 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
Lynn 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	344 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 affects 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. R. M., thence N. 735 feet along S. line of NW 1/4 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. R. 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 afore-said; 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, and Township 14 South, Range 44 E. R. 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 1849 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

F. 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 Sam V. Tunks Deputy
Fees \$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 P, 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 91° 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 12½ 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 91° East 3 chains and 48 links; Thence North 87 degrees 20' East 14 chains and 5 links; Thence South 1 degree 50' East 14 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 72 degrees 45' 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 4, on near 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 45' 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 Boise 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 1 degree 33' East 933 feet; Thence South 74 degrees 02' East 69 feet to the middle of Bloomington Creek; Thence down the middle of said creek North 59 degrees 25' East 177.4 feet; Thence North 13 degrees 07' East 311 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 306.4 feet; Thence South 62 degrees 32' East 204 feet; Thence South 70 degrees 12' East 430 feet; Thence South 11 degrees 31' East 257.5 feet; Thence South 50 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 Cache, State of Utah, parties of the first part, and Lloyd G. Kennington of Paris, County of Bear Lake, State of Idaho, Party of the second part:

WITNESSETH, That the said party 1st 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 y 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 y 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 NW $\frac{1}{4}$ 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 28°30' West 1320 feet and South 650 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° West 140 feet; thence South 20° East 987 feet; thence North 77°12' East 496 feet; thence North 13° West 3250 feet; thence North 35° West of 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 1, 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 have hereunto set their hand and seal the day and year first above written.

Witness my hand and seal in the presence of

[Signature]

Jesse P. Rich (SEAL)
Louise R. Rich (SEAL)

United States of America

Utah
STATE OF ~~IDAHO~~
County of ~~Blaine~~ ss.

On this 18th day of August in the year of our Lord one thousand nine hundred and Sixty-one before Ervin 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 as in this certificate above written.

[Signature]
Residing at Logan, Utah.
Notary Public

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

No. 108078

Warranty Deed

Jesse P. Rich and his wife
Louise R. Rich

TO

Lloyd C. Kennington

Filed August 16 1961

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 Co.

at 20 minutes past 4 o'clock P. m.
this 12th day of April

A. D. 1976, in my office, and duly recorded

in MMXX XXXXXX Microfilm.

Betty Mallentine

County Recorder.

[Signature] Deputy.

Fee, \$ 2.00

Presented to and paid by me this

day of 12 1976

Recorder.

INDEXED

108081

STATE OF IDAHO

County of Bear Lake

Date April 12, 1976

Time 4:35 P.M.

No. Microfilmed

Clerk Betty Wallentine

Jeannine Parker, Deputy

INDEXED

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 NW $\frac{1}{4}$ 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
SW $\frac{1}{4}$ of said Section 6;
thence East 735 feet,
to the point of beginning.

ALSO, That portion of the following described tract lying within the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 6, described as follows:

Beginning 660 feet South of the Northeast corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ 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;

Page 2. - QUIT CLAIM DEED

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.

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

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:

REVENUE STAMPS

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 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 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, 30 rods more or less to the South line of said section 18; thence West on said Section line 140 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 Grantee,
Their heirs and assigns forever. And the said Grantors does hereby covenant to and
with the said Grantee, 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

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.

[Signature]
Notary Public
Residing at _____, Idaho
Comm. Expires 7/1/68

STATE OF IDAHO }
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. on the 12th day of
April, 1967 in my office and duly
recorded in Microfilm Records

Betty Wallentine *[Signature]*
Ex-Officio Recorder Deputy

Furnished by the POCATELLO TITLE CO.

INDEXED

WARRANTY DEED

For Value Received

KARL J. ALDER AND CLAUDIA ALDER, HUSBAND AND WIFE

do hereby grant, bargain, sell and convey unto

ALAN J. ALDER AND GERALD J. ALDER,

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
Comm. Expires , Idaho

STATE OF IDAHO }
County of Bear Lake } SS

I hereby certify that this instrument was filed
on the request of Caribou Title Company
at 4:55 P.M. on the 12th day of
April, 1976 in my office and duly
recorded in Miscellaneous Records
Betty Wallentine
Ex-Officio Recorder Deputy

INDEXED

STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES



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 whose name 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.

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 SW $\frac{1}{4}$ 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 Bloomington 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 NW $\frac{1}{4}$ SE $\frac{1}{4}$ 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, E $\frac{1}{2}$ W $\frac{1}{2}$, EXCEPT THEREFROM, the following
described tract:

Beginning at the Southwest corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ 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 NW $\frac{1}{4}$ 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, 1976Time 10:45 A.M.By Notary PublicBetty McAllister
for William Parker
File

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 NW $\frac{1}{4}$ 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
SW $\frac{1}{4}$ of said Section 6;
thence East 735 feet,
to the point of beginning.

ALSO, That portion of the following described tract lying within the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 6, described as follows:

Beginning 660 feet South of the Northeast corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ 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;

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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.

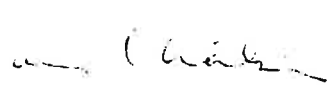
This Quit claim deed is given for the purpose of perfecting the title to the above described premises which was erroneously included in a Deed given by Ezra T. Budge and Ada Budge, husband and wife, to Louis Budge, Cyril Budge, Wilford Budge, Newell R. Budge, and Taft Budge, dated March, no day, 1928,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

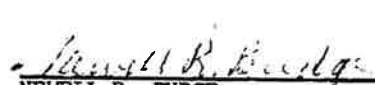
Said Newell R. Budge states that he and his brother, Taft Budge, are the only surviving grantees in the above described deed and that he knows of a surety that the above described description was erroneously included in the deed to him and his brothers.

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.

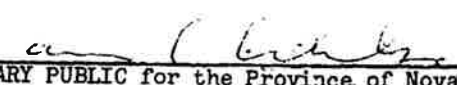
IN TESTIMONY WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.


PROVINCE OF NOVA SCOTIA)
County of PICTOU) ss.


NEWELL R. BUDGE

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 G. WILSON, BA, LL.B.

117865 4

7

STATE OF IDAHO
 County of 3
 Date March 21, 1979
 Time 1:30 P.M.
 No. Microfilmed
 Clerk Roy Bunderson

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, ABOVE SAID TOWNSHIP, NO 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, ABOVE SAID 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
Gerald J. Alder

Sandra Alder
Sandra Alder

Alan J. Alder
Alan J. Alder

Jean Alder
Jean Alder

ACKNOWLEDGMENT

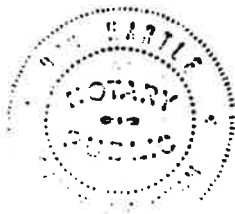
STATE OF Utah)
County of Cache) ss

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 in-
strument 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.

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

My Commission Expires: January 12, 1983



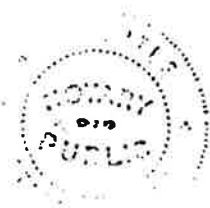
Warranty Deed
Alder, Gerald et al (17,a,b)
Page 7 of 8 pages

ACKNOWLEDGMENT

STATE OF Utah)
County of Cache) ss

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 indi-
viduals 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

Liability Amounts

Attention: Danielle Zarlengo

Your Ref.: USA Tract #17a

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

Schedule A

Recorded Document Guarantee

ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
5010500-1120761-MON

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 through November 15, 2023.
 Date Date
- b. _____ recorded and indexed in the grantor-grantee indices in the Land Records of _____

 Name of County and State
- from _____ through _____.
 Date 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

(Applicant's Signature Provision)

Digitally signed by DANIELLE ZARLENGO

Date: 2023.11.30 12:21:54 -08'00'

(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, ABOVE SAID 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 24 Township 12 S. R. 44 E. B. 2.
thence East 70 rods; thence North 16 rods; thence North-westerly to a point 25
feet directly North of the place of beginning; thence South to the place of beginning, and
containing 3 1/4 acres of land, more or less.

Also, beginning at a point 75 links West of the southeast corner of Section 35
Township 12 S. R. 44 E. B. 2., and running thence West 12.88 chains; thence North 8.60
chains; thence South 22° 40' West 15 chains; thence South 8.95 chains to place of beginning,
containing 1 1/100 acres of land, more or less.

Together with 125 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
whosoever, 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 appur-
tenances 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.)

STATE OF IDAHO) UNITED STATES OF AMERICA.
County of Bear Lake) ss

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, per-
sonally 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.

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

STATE OF WYOMING) UNITED STATES OF AMERICA.
County of Uinta) ss

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, 1916, at 20 min. past 10 o'clock A. M.

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

No. 16653. QUIT CLAIM DEED.

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. 158.0 ft;
thence N. 09° 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° 25' W. 180 feet; thence N. 1° 40'
W. 266.52 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.

24-80

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)
County of Salt Lake) ss

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.

Approved as to Description:
A. E. Buckler.

(seal)

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

(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)
County of Bear Lake) ss

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.

My Commission expires March 24th, 1919.

J. Russell Shepherd.
Notary Public.
(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, Elisabeth M. Densley,
and Evans 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,

CONVEYANCE OF INTEREST

WHEREAS, William L. Rich of Paris, Idaho, died testate on or about the 1st day of June, 1936, 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 at Salt Lake City, Utah, on or about the 16th day of November, 1936, and left as his heirs-at-law his wife, Elizabeth J. Rich, his son, Odie O. Rich, age 32, now of Los Angeles, California, and his daughter, Loretta R. Wedding, age 30, now of New York, 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 names persons: Emily M. Rich of Paris, Idaho; Elizabeth J. Rich of Salt Lake City, Utah; Odie O. Rich and his wife, Leona 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. Collins and her husband, Leslie R. Collins, of H. Rich and his wife, Ada S. Rich, of Logan, Utah; Lois R. Gunderson and her husband, Howard R. Gunderson, of Salt Lake City, Utah; Naomi Rich, single, of Provo, Utah; Clarence M. Rich, and his wife, Treasa 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 NW 1/4 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 153 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 afore said, 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, and 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 82° 45' West 400 feet; thence North 37° 45' West 00° 25' East 155 feet; thence North 82° 45' West 400 feet; thence North 20° 46' West 235 feet; 175 feet; thence North 17° 54' East 384 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 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 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 K. Price

Fred J. Price

Hazel R. Shephard

F. Leslie Shephard

Iris R. Collins

M. M. Collins 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)
County of Cache) ss

On the 31st day of December, 1941, before me, H. A. Sjoström, a notary public, in and for said county and State personally appeared Zula M. Cole, Mabel H. Sutton and her husband Richard J. Sutton, Hazel H. Shepherd and her husband P. 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. Sjoström
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 Odie 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)
County of Cache) ss

Prior to the 31st day of October, 1941, before me, Harvey A. Sjoström, a notary public, in and for said county and State, personally appeared Emily M. Rich, Elizabeth J. Rich, Lorretta R. Wedding, Lois R. Gundersen, Howard B. Gundersen, Naoma 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, 1941.

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

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

STATE OF IDAHO)
County of Bear Lake) ss

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. Collins and her husband W. H. Collins, Clarence M. Rich and Theresa 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 Jessie P. Rich Deputy
Post 15.75

Sam V. Tunks, Recorder.

No. 66984.

BILL OF SALE

STATE OF IDAHO,)
County of) ss.

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:

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

Pots & Pans
Silverware
Oil stove heater
Dish sinks

...and sole surviving heir at law of said

...in a particular description of the said residue of said estate referred to in the foregoing, 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 Townships Survey; together with 1 1/4 (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)
State of Idaho) ss.

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 Dessie 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 Sam V. Tunks Deputy
Fee: \$2.75

Sam V. Tunks, Recorder.

No. 67014. ✓ IN THE PROBATE COURT OF BEAR LAKE COUNTY, STATE OF IDAHO

In the Matter of the Estate of :

WILLIAM L. RICH :
Decceased : DECREE OF FINAL DISTRIBUTION

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 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. Poulger and Jesse P. Rich and such letters have not been revoked.

45-66

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.

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
Odin 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. Cellings	52	Daughter	Paris, Idaho
Lyman R. 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	344 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 affects 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. R. M., thence W. 735 feet along S. line of NW 1/4 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. R. 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 afore said; 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. R. 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

F. 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, 1957; Book 45 of Deeds at page 66.
 By Sam V. Tunks 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 First (8) rods and Four and one half (4½) feet; Thence South Eleven (11) rods; Thence East First (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 91 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 12½ 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 91 East 3 chains and 58 links; Thence North 87 degrees 20' East 14 chains and 5 links; Thence South 1 degree 50' East 14 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 30 links to place of beginning and containing Three and 28/160 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 4, 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 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 Boise 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 50' 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 5 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 311 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 306.4 feet; Thence South 52 degrees 32' East 204 feet; Thence South 70 degrees 12' East 430 feet; Thence South 11 degrees 31' East 257.4 feet; Thence South 50 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 Jessie P. Rich and his wife Louise B. Rich of Logan, County of CACHE, State of Utah first part, and Lloyd C. Kennington of Paris, County of Bear Lake, State of Idaho, Part 2 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 part 2 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 part 2 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 NW 1/4 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 650 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 64° West 143 feet; thence South 20° East 987 feet; thence North 77° 12' East 496 feet; thence North 13° West 3250 feet; thence North 45° West on 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 6, 7 and 8; the East half of the West 1/2; 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 100 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 100 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 100 of the first part ha ve hereunto set their hand s and seal s the day and year first above written.

Witnessed and Delivered in the Presence of

[Signature]

Jesse P. Rich (SEAL)
Louise R. Rich (SEAL)

United States of America

Utah
STATE OF ~~IDAHO~~ } ss.
County of ~~Blaine~~ }
Cach

On this 10th day of August in the year of our Lord one thousand nine hundred and Sixty-one before Ervin 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.

[Signature]
Residing at Logan, Utah.

Notary Public

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

No. 108078

Warranty Deed

Jesse P. Rich and his wife
Louise R. Rich

TO

Lloyd C. Kennington

Witnessed - August 16 - 1961

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 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-XXXXXXX-Microfilm.

Betty Wallentine

County Recorder.

Deputy.

Fee. \$ 2.00

Presented to and plotted by me this

day of 10

Recorder.

INDEXED

108081

STATE OF IDAHO

County of Bear Lake

Date April 12, 1976

Time 4:35 P.M.

No. Microfilmed

Clerk Betty Wallentine

Jeannine Parker, Deputy

INDEXED

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 NW $\frac{1}{4}$ 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
SW $\frac{1}{4}$ of said Section 6;
thence East 735 feet,
to the point of beginning.

ALSO, That portion of the following described tract lying within the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 6, described as follows:

Beginning 660 feet South of the Northeast corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ 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;

Page 2. - QUIT CLAIM DEED

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 100 1/4 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.

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
TAF BUDGES.

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

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

REVENUE STAMPS

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 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 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 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 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 125 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 Grantee s,
Their heirs and assigns forever. And the said Grantors does hereby covenant to and
with the said Grantee s, 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

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.

[Signature]
Notary Public
Residing at _____, Idaho
Comm. Expires 7-16-72

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. on the 12th day of
April, 1967 in my office and duly
recorded in Microfilm Records

Betty Wallentine *[Signature]*
Ex-Officio Recorder Deputy

Furnished by the POCAHELLO TITLE CO.

INDEXED

WARRANTY DEED

For Value Received

KARL J. ALDER AND CLAUDIA ALDER, HUSBAND AND WIFE

108085
do hereby grant, bargain, sell and convey unto
ALAN J. ALDER AND GERALD J. ALDER,

the grantees, 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 1976, 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 he executed the same.

Notary Public
Idaho

Residing at
Comm. Expires

108085
STATE OF IDAHO }
County of Bear Lake }

I hereby certify that this instrument was filed

on the request of Caribou Title Company

at 4:55 P.M. this 12th day of

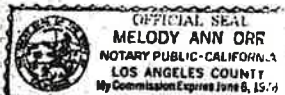
April, 1976, in my office at

recorded in Microfilm Records

Betty Wallentine *Betty Wallentine*
Ex-Officio Recorder Deputy

INDEXED

STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES



ACKNOWLEDGMENT - General - Notarize Form 628 - Rev. 3-64

ss.

ON MAR 18 76 1976 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 whose name is 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.

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 SW $\frac{1}{4}$ 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 Bloomington 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 NW $\frac{1}{4}$ SE $\frac{1}{4}$ 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, E $\frac{1}{2}$ W $\frac{1}{2}$, EXCEPT THEREFROM, the following described tract:

Beginning at the Southwest corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ 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 NW $\frac{1}{4}$ 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

INDEXED

Date April 19, 1976
Time 10:45 A.M.By Microfilm
Betty Magallanes
Joan Parker
Zik

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 NW $\frac{1}{4}$ 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
SW $\frac{1}{4}$ of said Section 6;
thence East 735 feet,
to the point of beginning.

ALSO, That portion of the following described tract lying within the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 6, described as follows:

Beginning 660 feet South of the Northeast corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ 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;

Page 2. - QUIT CLAIM DEED

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 100 1/4 feet along the meridional section line of said Section 6;
thence North 60° East 1518 feet to the East one-sixteenth line;
thence North 92 1/4 feet along the East one-sixteenth line, to the point of beginning.

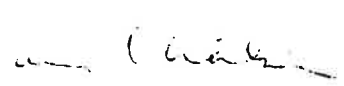
This Quit claim deed is given for the purpose of perfecting the title to the above described premises which was erroneously included in a Deed given by Ezra T. Budge and Ada Budge, husband and wife, to Louis Budge, Cyril Budge, Wilford Budge, Newell R. Budge, and Taft Budge, dated March, no day, 1928,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

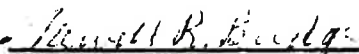
Said Newell R. Budge states that he and his brother, Taft Budge, are the only surviving grantees in the above described deed and that he knows of a surety that the above described description was erroneously included in the deed to him and his brothers.

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.

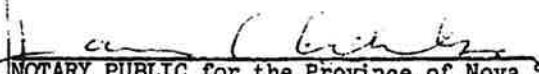
IN TESTIMONY WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.


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


NEWELL R. BUDGE

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 G. WILSON, BA, LL.B.

117865

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

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, ABOVE SAID TOWNSHIP, 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, ABOVE SAID 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 NORTHEASTLY 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
Gerald J. Alder

Sandra Alder
Sandra Alder

Alan J. Alder
Alan J. Alder

Jean Alder
Jean Alder

ACKNOWLEDGMENT

STATE OF Utah)
County of Cache) ss

On this 20th day of March, 1979,
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 in-
strument 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.

[Signature]
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 indi-
viduals 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

Liability Amounts

Attention: Danielle Zarlengo

Your Ref.: USA Tract #17-I

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

Schedule A

Recorded Document Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5010500-1120952-MON

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 through November 15, 2023.
Date Date
- b. _____ recorded and indexed in the grantor-grantee indices in the Land Records of

Name of County and State
from _____ through _____.
Date 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 $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, 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 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.

A. Bruce Larson
TRANSTRUM, BUDGE & LARSON, CHARTERED
Attorney for Plaintiffs
240 S. Main-P.O. Box 833
Soda Springs, Idaho 83276
Telephone: 347-2186

STATE OF IDAHO
County of Bear Lake }

118636
SS 989811

hereby certify that this instrument was filed

at the request of 3. Bruce Larson

at 10 o'clock AM this 14 day of

June, 1998 in my office and duly
recorded in Microfilm Records

Deputy

INDEXED

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,)

Case No. 3050

vs.)

JUDGMENT

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, 1972,)
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 Northerly 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 742.02 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 45.78 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

JUL 8 1979

3:30 PM 3026
Jury Deliberation
Jury Deliberation

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 Sept 8, 1979
Time 11:55 AM
No. Filmed
Clerk Roy Bundersen
Je Benton, Dep.

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.)

Case No. 3050

AMENDED JUDGMENT

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 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)
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center line, North 01°52'11" East)
254.40 feet, and North 08°18'11")
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of that certain tract of land)
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Henry and Anna B. Teuscher to)
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1898, and recorded March 12, 1902,)
in Bear Lake County official)
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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

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.

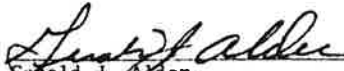
Together with all water, water rights, water appropriations, ditches, ditch rights-of-way and ditch rights as heretofore used and enjoyed in connection with the above described lands.

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

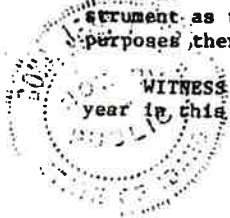
RECORDED
'79 OCT 29 PM 1 04
FLE

ACKNOWLEDGMENT

STATE OF Idaho)
County of Bear Lake) ss

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.



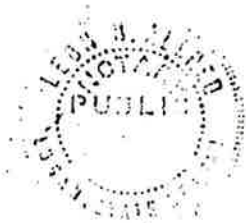
Dona Jean Benson
Notary Public in and for the State of Idaho residing at Gracie, Ida.
My Commission Expires: September

ACKNOWLEDGMENT

STATE OF Utah)
County of Cayne) ss

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.



Rebecca
Notary Public in and for the State of Utah residing at Logan
My Commission Expires: 7 March 1983

Warranty Deed

Page 2 of 4 pages

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-1)

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
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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.

Warranty Deed

Page 4 of 4 pages



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

Liability Amounts

Attention: Danielle Zarlengo

Your Ref.: USA Tract 17-II

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**

ORDER NO.: **1121524-MON**

FEE: **\$350.00**

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

Schedule A

Recorded Document Guarantee

ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
5010500-1121524-MON

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 through November 15, 2023.
Date Date
- b. _____ recorded and indexed in the grantor-grantee indices in the Land Records of

Name of County and State
from _____ through _____.
Date 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 $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and Lot 9, in Section 6, being more particularly described as follows:

Beginning at the center $\frac{1}{4}$ corner of said Section 6;

Thence, from said point of beginning, along the East-West $\frac{1}{4}$ line through said Section 6, South $88^{\circ}48'31''$ 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 $02^{\circ}10'59''$ 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 $76^{\circ}00'$ West 127.07 feet;

North $27^{\circ}00'$ West 264.00 feet;

North $88^{\circ}00'$ West 528.00 feet;

North $13^{\circ}20'$ West 396.00 feet; and

South $22^{\circ}10'$ 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 $35^{\circ}55'27''$ West 123.28 feet;

North $17^{\circ}41'38''$ East 149.01 feet;

North $23^{\circ}55'06''$ East 143.66 feet; and

North $44^{\circ}01'01''$ East 217.92 feet to the center line of the little outlet channel;

Thence, Southeasterly along said center line, the following courses:

South $09^{\circ}17'45''$ West 146.36 feet;

South $24^{\circ}17'33''$ East 351.62 feet;

North $86^{\circ}56'59''$ East 248.12 feet;

South $41^{\circ}14'34''$ East 115.67 feet; and

South $43^{\circ}41'09''$ East 170.53 feet to the North-South $\frac{1}{4}$ line through said Section 6;

Thence, along said North-South $\frac{1}{4}$ line,

North $00^{\circ}00'45''$ West 633.62 feet to the point of beginning.

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

STATE OF IDAHO
County of Bear Lake }

118636
SS 989811

hereby certify that this instrument was filed

at the request of 2. Bruce Larson

" 11 o'clock AM this 15th day of

June, 1998 in my office and duly
recorded in Microfilm Records

Deputy

INDEXED

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,)

Case No. 3050

vs.)

JUDGMENT

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.)

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 Northerly 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 45.28 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

JUL 8 1979

3:30 PM 3020
Jury Deliberation
J. J. Rasmussen, 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

118395

STATE OF IDAHO
County of Bear Lake
Date Sept 5, 1979
Time 11:55 AM
No. Filed
Ray Bundersen
Je Benton, Rep.

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.)

Case No. 3050

AMENDED JUDGMENT

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 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.

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

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.

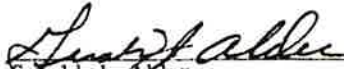
Together with all water, water rights, water appropriations, ditches, ditch rights-of-way and ditch rights as heretofore used and enjoyed in connection with the above described lands.

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

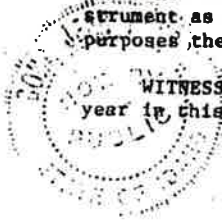
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FILE

ACKNOWLEDGMENT

STATE OF Idaho)
County of Bear Lake) ss

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.



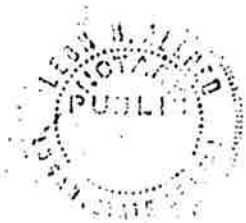
Dona Jean Benson
Notary Public in and for the State of Idaho residing at Gracie, Ida.
My Commission Expires: September

ACKNOWLEDGMENT

STATE OF Utah)
County of Cayne) ss

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.



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

Warranty Deed

Page 2 of 4 pages

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-1)

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.

Warranty Deed

Page 4 of 4 pages

DISTRICT COURT - BRBA
Fifth Judicial District
County of Twin Falls - State of Idaho

JAN 17 2023

By _____ Clerk
Deputy Clerk

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

RECEIVED

DEC 08 2023

DEPARTMENT OF
WATER RESOURCES

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.

Jan 17, 2023 15:40 (01/17/23) FROM: TERRY.PARKER@USDOJ (NEW SIGNATURE) TO: T12087302121 US 14 01 13

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 address¹:

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
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Dated January 17, 2023

Respectfully submitted,



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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:

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P.O. Box 83720
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Matthew Smith