Form 42-248/42-1409(6) Rev. 6/22

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
MAY 27 2026
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?
34-10036	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: Kirby Jensen
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Joel and Belva Andersen
   New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or

   2791 N 3375 W — Mailing address
   Moore — City; ID — State; 83255 — Zip
   (208) 589-0019 — Telephone
   andersenangus@gmail.com — 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: June 24, 2010.

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] — Signature of new owner/claimant; Title, if applicable; 6-4-26 — Date
   Print name: Joel Stocks Andersen

   Signature: Belva E Andersen — Signature of new owner/claimant; Title, if applicable; 6-4-26 — Date
   Print name: Belva E. Andersen

For IDWR Office Use Only:

Receipted by _____ Date 5-27-26 Receipt No C126441 Receipt Amt. 25

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 [signature] Date 6-24-26

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
168 West Pacific/P.O. Box 868
Blackfoot, ID 83221

NO 0047816
RECORDED
JUN 24 2010
A.M. 2:40 P.M.
BUTTE COUNTY RECORDER
Tilby S. McAffee

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **336837-B (ld)** Date: **June 17, 2010**

For Value Received, **Kirby A. Jensen and Sharon W. Jensen, husband and wife**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Joel Andersen and Belva Andersen, husband and wife**, hereinafter called the Grantee, whose current address is **2791 North 3375 West, Moore, ID 83255**, the following described premises, situated in **Butte** County, **Idaho**, to-wit:

PARCEL 1:
TOWNSHIP 4 NORTH, RANGE 26 E.B.M., BUTTE COUNTY, IDAHO
SECTION 8: W½SE¼,

EXCEPT: BEGINNING AT THE NORTHWEST CORNER OF SAID SE¼ AND RUNNING THENCE EAST 660 FEET; THENCE SOUTH 330 FEET; THENCE WEST 660 FEET; THENCE NORTH 330 FEET TO THE POINT OF BEGINNING,

ALSO EXCEPT: BEGINNING AT THE SOUTHWEST CORNER OF SAID SE¼ AND RUNNING THENCE NORTH 300 FEET; THENCE EAST 300 FEET; THENCE SOUTH 300 FEET; THENCE WEST 300 FEET TO THE POINT OF BEGINNING.

INCLUDING, 73 inches of Decreed Water (Decree # 34-93)in the Big Lost River, with a priority date of May 20, 1884, together with all ditch rights and other improvements related to the above described property.

PARCEL 2:
TOWNSHIP 4 NORTH, RANGE 26 E.B.M., BUTTE COUNTY, IDAHO
SECTION 16: THE WEST 39 RODS (643.5) OF THE SOUTH 78 RODS (1287) OF THE SW¼NW¼

SECTION 17: THE EAST 26 RODS (429) OF THE SOUTH 77 RODS (1270.5) OF THE SW¼NE¼

SECTION 17: THE SOUTH 78 RODS (1287) OF THE SE¼NE¼

INCLUDING, 2 Water rights, water right No. 34-7210A from a Well that currently irrigates the parcel and 73 inches described in water right No. 34-10036(Big Lost River).

PARCEL 2A:
AN EASEMENT FOR INGRESS AND EGRESS OVER THE FOLLOWING:

SOUTH 1 (16.5) ROD OF THE NW¼NW¼ SECTION 16, TOWNSHIP 4 NORTH, RANGE 26 E.B.M., BUTTE COUNTY, IDAHO

NORTH 2 (33) RODS OF THE WEST 39 (643.5) RODS OF THE SW¼NW¼ SECTION 16, TOWNSHIP 4 NORTH, RANGE 26 E.B.M., BUTTE COUNTY, IDAHO

NORTH 2 RODS OF THE SE¼NE¼ SECTION 17, TOWNSHIP 4 NORTH, RANGE 26 E.B.M., BUTTE COUNTY, IDAHO

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

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

Kirby A. Jensen

Sharon W. Jensen

BUYER(S):

Joel Andersen

Belva Andersen

STATE OF Idaho)
SS.
COUNTY OF Bingham)

On this 23rd **day of June, 2010**, before me, a Notary Public in and for said State, personally appeared **Kirby A. Jensen and Sharon W. Jensen**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

LORI DAY NOTARY PUBLIC STATE OF IDAHO

Notary Public for the State of Idaho
Residing at: Blackfoot, Idaho
My Commission Expires: 10/21/2015

MEMORANDUM

DATE: February 16, 2011

TO: 34-10036 (file)

FROM: Jonie Barg Technical Records Specialist

RE: Ownership Change for 34-10036

Individuals present: Kirby Jensen, Joel Anderson, Dave Carlson, James Cefalo and Jonie Barg

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Kirby Jensen and Joel Anderson came into the Eastern Region office to discuss an ownership change that was processed for Natural Guardian for water right number 34-10036. Mr. Jensen was disputing whether the ownership change should have taken place. During a review of the documents within the department, there was a deed supplied with the ownership change going from Juel Aikele to Natural Guardian, however the current owner of the water right was in the name of Kirby Jensen with the place of use in its entirety on the property of Natural Guardian, however within the department was an exchange agreement between Kirby and Sharon Jensen and Juel and Mary Anne Aikele there are a few lines within the agreement (see attached copy) that appear to be sufficient evidence for the ownership change, which are as follows:

"Conveyance of Water Rights: Decree Owners herby transfer and convey to Well Owners the certain decreed water rights hereinafter described and well owners hereby transfer to the decree owners that certain state of Idaho water permit herein after described."

Also

"Well Failure: The parties recognize that the possibility exists that the well may fail or, for some reason, become un-economical to operate. In such event, each party agree that they will re-convey the water right conveyed to them, to the other party hereto, or to their heirs, successors and assigns."

The department feels this is sufficient evidence of conveyance and will maintain ownership on their records shown unless additional information is received showing ownership should be placed back in the name of Kirby Jensen.

WATER EXCHANGE AGREEMENT

(With Easements)

THIS AGREEMENT, by and between JUEL AIKELE and MARY ANNE AIKELE, Husband and Wife, hereinafter called "Well Owners," and KIRBY A. JENSEN and SHARON JENSEN, Husband and Wife, hereinafter called "Decree Owners;"

Conveyance of Water Rights: Decree Owners hereby transfer and convey to Well Owners the certain Decreed Water Rights hereinafter described and Well Owners hereby transfer to Decree Owners that certain State of Idaho Water Permit hereinafter described.

Water Rights Exchanged: Decree Owners are the owners of a Decreed Irrigation Water Right, to-wit:

> 73 miner's inches of Decreed water from the Big Lost River, with a priority date of May 20, 1884.

Well Owners have heretofore purchased from Decree Owners an irrigation well, which well is located and now exists near the North boundary line of the SE¼NE¼, Section 17, Township 4 North, Range 26 East, Boise Meridian, Butte County, Idaho, together with State of Idaho Water Permit No. 34-7210. The well is on the South side of a private road owned by Decree Owner and is approximately 1782 feet West of the North-South county road. Decree Owners will furnish the existing pump, etc. for use on the well, and operation costs will be shared as hereinafter provided.

Well Owners transfer to Decree Owners the water right represented by State of Idaho Water Permit No. 34-7210, and water produced by the well, pump, motor, etc., above-described.

Costs of Operation and Use: The parties agree that each shall pay 50% of the cost of operation of the pump, motor, and electrical equipment, including but not limited to: Electrical demand charges, other electrical charges, repair, maintenance and replacement of the pump, motor and electrical equipment.

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SEP 09 1992

Well Owners will pay the charges of Big Lost River Irrigation District, chargeable for use of the facilities of the District to transport the Decreed Water to the boundary of the District, and all costs of conveyance from the District boundary to the place of use.

In the event of well failure, by reduction of ground water level, collapse of well, etc., Well Owner agrees to restore the well to usefulness as soon as reasonably possible, not to exceed one year.

Easements: The parties acknowledge that the well owned by Well Owners is located on the land of Decree Owners. Decree Owners grant to Well Owners perpetual, non-exclusive easements as follows:

1. For the purpose of maintaining the well and equipment on the property, and for the purpose of repair, maintenance, construction, reconstruction and operation of the well.
2. Ingress and Egress over Decree Owners land for all purposes set forth in "1." above.

Well Failure: The parties recognize that the possibility exists that the well may fail or, for some reason, become un-economical to operate. In such event, each party agrees that they will reconvey the water right conveyed to them, to the other party hereto, or to their heirs, successors and assigns.

Contingent on Approval: The parties agree that the conveyance of water rights herein is contingent on approval thereof by the State Department of Water Resources, without change in the volume, priority and without attachment of additional condition of usage by the Department.

Binding on Successors and Assigns - Appurtenancy:

This Agreement shall be binding upon, and inure to the benefit of the successors and assigns of the parties, and shall be appurtenant to the following lands of the respective parties, in Butte County, Idaho, to-wit:

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STATE OF IDAHO)
: ss.
County of Butte)

On this 2nd day of June, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared KIRBY A. JENSEN and SHARON JENSEN, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL)

Notary Public for Idaho,
Residing at Arco, Idaho,
Commission expires: 11/3/83

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Decree Owners:

Township 4 North, Range 26 East, Boise Meridian,
SE¼NE¼, Section 17
W 2/3 of SW¼NW¼, Section 16
E 1/3 of SW¼NE¼, Section 17

Well Owners:

E½ of NE¼ of Section 13, Township 3 North,
Range 25 East, Boise Meridian

In witnesseth whereof, the parties hereto set their hands and seals this 2nd day of June, 1988.

JUEL AIKELE

MARY ANNE AIKELE

"WELL OWNERS"

KIRBY A. JENSEN

SHARON JENSEN

"DECREE OWNERS"

STATE OF IDAHO)
: ss.
County of Butte)

On this 3rd day of June, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared JUEL AIKELE and MARY ANNE AIKELE, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL)

Notary Public for Idaho,
Residing at Arco, Idaho.
Commission expires: 8/25/92

MICROFILMED
SEP 09 1992

AUTHORIZATION AND AGREEMENT OF RELEASE

Undersigned, Federal Land Bank of Spokane, a part of the Farm Credit System, authorizes the exchange of water rights set out in a certain Water Exchange Agreement, dated June 2, 1988, between Juel and Mary Anne Aikele, described in such agreement as "Well Owners," and KIRBY A. JENSEN and SHARON JENSEN, described therein as "Decree Owners," and agrees to release the lien of its mortgage given by Jensens, as to the 73 miner's inches of Decreed water from the Big Lost River, with a priority date of May 20, 1884, on the following conditions:

1. That the Water Permit No. 34-7210, for a certain well, is converted to a Water License, appurtenant to the Real Property owned by Kirby A. and Sharon Jensen, which is subject to Federal Land Bank's mortgage thereon, under Loan No. FLB194903-9.
2. That a copy of the Water License, issued to Kirby A. Jensen and Sharon Jensen, showing such appurtenancy, is furnished to Federal Land Bank.
3. That a fully executed copy of said Water Exchange Agreement be furnished to Federal Land Bank for its file.

Upon performance of the said conditions, Federal Land Bank will issue its Partial Release of Mortgage, for the Decreed Water, pursuant to its usual rules as to application and fees, in existence at the time of request.

Dated this 3rd day of June, 1988.

FEDERAL LAND BANK

By: Henry P. Sablan

Its: Authorized Agent

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SEP 09 1992

Water Dist. 34 — Split Required

RECEIVED
FEB 09 2011
Department of Water Resources
Eastern Region

Form 42-248/42-1409(6) 10/07

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s).	Adjudication Claim No(s).	Split(s)	Water Right No(s)	Adjudication Claim No(s).	Split(s)
34-7210A	OK				
~~34-10036~~	~~34-10037~~				
34-93	OK (Split	✓			
into 34-14230 + 34-14231)					

SUPPORT DATA

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

   A. The appropriate **FILING FEE.** See instructions for fee amounts. $125. — IN FILE # 34-93

   B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION.**

   C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions): **PLAT OF PROPERTY** or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).

   OR

   D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The AERIAL PHOTO should be submitted in place of the PLAT OF PROPERTY or SURVEY MAP.

3. Name and Address of Former Owner/Claimant(s): Kirby A. Jensen
   2781 N 3375 W
   Moore, Idaho 83255

4. New Owner/Claimant(s): Joel Andersen Belva Andersen
   Name Connector (Check one): [ ] and, [ ] or, [ ] and/or

   New Mailing Address: 2791 N 3375 W

   City, State and ZIP Code: Moore, Idaho 83255

   New Telephone Number: (208) 527-3379 Email: _____

589-0019

5. Date you acquired the property 6-23-2010

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7.** If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right will not be split, skip this area and proceed to line 7)

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number	34-7210 A	
Irrigation	1.08 CFS	73 Acres
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number	34-10036	
Irrigation	1.46 CFS	60 Acres
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number	34-93	
Irrigation	1.46 CFS	73 Acres
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. **Signature(s) of New Owner(s) or Claimant(s)** [signature]
Brian Andersen (title if applicable)
(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:
Received by JRS Date 3/11/2011 Receipt Amt. $250.-
Receipted by JRS Date 3/11/2011 Receipt No. E0360429
Processed by AJ Date WR Date

$125.- for this application

STATE OF Idaho)
SS.
COUNTY OF Bingham)

On this 3rd day of June, 2010, before me, a Notary Public in and for said State, personally appeared **Joel Andersen and Belva Andersen**, known or identified to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.



Notary Public of Idaho
Residing at: Blackfoot, Idaho
Commission Expires: 10/21/2015

No. (x) 8610

NOV 26 1979

1:20 P.M.

BUTTE COUNTY CLERK

MEMORANDUM AGREEMENT

THIS AGREEMENT, Made and entered into this 26th day of November, 1979, by and between EXIE SOELBERG, as Personal Representative of the Estate of E. J. SOELBERG, deceased (30.6%), EXIE A. SOELBERG, Individually (20.73%), WINSTON J. SOELBERG (6.11%), DEAN S. SOELBERG (6.11%), RAY BRUCE SOELBERG (6.11%), EILEEN McKINNEY (6.11%), MARILYN MORROW (6.11%), BETTY LARSEN (6.11%), RENEE PAGE (6.11%), KENT DAVID SOELBERG (1.18%), BRADLEY DALE SOELBERG (1.18%), JANICE PEDERSEN (1.18%), CORNELL BRENT SOELBERG (1.18%), and DOUGLAS EARL SOELBERG (1.18%), each as the sole and separate property of such individual, hereinafter collectively called "Seller", the party of the first part; and JUEL AIKELE and MARY ANNE AIKELE, Husband and Wife, of Butte County, State of Idaho, hereinafter called "Purchaser", the party of the second part;

W I T N E S S E T H:

Seller and Purchaser acknowledge that they have entered into a Real Estate Purchase and Sale Agreement for the sale and purchase of the following described property, situate and being in Butte County, Idaho, to-wit:

TOWNSHIP 3 NORTH, RANGE 26 EAST, BOISE MERIDIAN, BUTTE COUNTY, IDAHO:

SECTION 6: $S\frac{1}{2}N\frac{1}{2}$ and $N\frac{1}{2}S\frac{1}{2}$.

RESERVING to Seller any and all Water Rights appurtenant thereto, and FURTHER RESERVING to Seller two (2) Easements and Rights-of-Way for waste water and irrigation ditches as follows:

1. An Easement and right-of-way not more than 20 feet in width for such a ditch from the NW Corner of the said $NW\frac{1}{4}SW\frac{1}{4}$ to the SW corner of the said $NW\frac{1}{4}SW\frac{1}{4}$.

2. An Easement and right-of-way for such a ditch from the SW corner of said $NW\frac{1}{4}SW\frac{1}{4}$, to the SE corner of the $NE\frac{1}{4}SW\frac{1}{4}$ of said Section; provided that with respect

to said ditch, Seller herein shall, in the event Seller conveys water other than waste water through said ditch, install such structures in said ditch as shall be necessary to prevent washing and erosion of said ditch.

ALSO CONVEYING, Transferring and granting to the Purchaser, ~~176.189~~ acres of "Normal Crop Acreage" (N.C.A.) of the total N.C.A. belonging to Seller, as presently calculated by Butte County ASCS.

ESCROW: The parties further represent and agree that the original of said Agreement, together with a Warranty Deed from Seller to Purchaser, is being held in escrow at the First Security Bank, Idaho Falls, Idaho, conditioned upon the Purchaser making certain payments to the said Escrow Holder. It is agreed in said Agreement, that the title to the real property in said Agreement shall remain in Seller until the full amount of the purchase price and interest shall have been paid in full. This Memorandum Agreement is executed and recorded for the purpose of evidencing the Purchaser's contract interest in the real property above described.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands the day and year first above written.

Exie Soelberg
Exie Soelberg, as Personal Representative of the Estate of E. J. Soelberg, deceased

Exie A. Soelberg
Exie A. Soelberg, individually

Winston J. Soelberg
Winston J. Soelberg

Dean S. Soelberg
Dean S. Soelberg

Ray Bruce Soelberg
Ray Bruce Soelberg

Eileen McKinney
Eileen McKinney

Marilyn Morrow

Betty Larsen

Renee Page

Kent David Soelberg

Bradley Dale Soelberg

Janice Pedersen

Cornell Brent Soelberg

Douglas Earl Soelberg

Exie A. Soelberg, Attorney in Fact

ALL OF ABOVE SIGNED BY EXIE A. SOELBERG, ATTORNEY IN FACT.

SELLER

Juel Aikele

Mary Ayhe Aikele

PURCHASER

STATE OF IDAHO)
: ss.
County of Bonneville)

On this 23rd day of November, 1979, before me, the undersigned, a Notary Public in and for said State, personally appeared EXIE A. SOELBERG, known to me to be the person whose name is subscribed to the within instrument as the ATTORNEY IN FACT of WINSTON J. SOELBERG, DEAN S. SOELBERG, RAY BRUCE SOELBERG, EILEEN McKINNEY, MARILYN MORROW, BETTY LARSEN, RENEE PAGE, KENT DAVID SOELBERG, BRADLEY DALE SOELBERG,

JANICE PEDERSEN, CORNELL BRENT SOELBERG and DOUGLAS EARL SOELBERG, and acknowledged to me that she subscribed the names thereof thereto as principal, and her own name as Attorney in Fact.

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

(SEAL)

Notary Public, for Idaho,
Residing at [illegible], Idaho.

STATE OF IDAHO)
: ss.
County of Butte)

On this 26th day of November, 1979, before me, the undersigned, a Notary Public in and for said State, personally appeared JUEL AIKELE and MARY ANNE AIKELE, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL)

Notary Public for Idaho,
Residing at Arco, Idaho

DEC 10 1976

#5481

WARRANTY DEED

THIS INDENTURE, Made this 1st day of April, in the year of our Lord one thousand nine hundred and sixty-two, between ANDREAS AIKELE, a married man but dealing with his sole and separate property, of Arco, Idaho, the party of the first part, and JUEL AIKELE, of Butte County, Idaho, the party of the second part.

W I T N E S S E T H:

That the said party of the first part, for and in consideration of the sum of FIFTY TWO THOUSAND FIVE HUNDRED AND NO/100 ($52,500.00) DOLLARS, lawful money of the United States of America, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all of the following described real estate, situated in the County of Butte, State of Idaho, to-wit:

The South Half (S½) of the Northwest Quarter (NW¼); the West Half (W½) of the Northeast Quarter (NE¼), and that portion of the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) lying South of the Field Road; the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼); the North Half (N½) of the Southeast Quarter (SE¼) of Section Thirty (30); the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼), and the North Half (N½) of the Southeast Quarter (SE¼) of Section Twenty-nine (29); the South Half (S½) of the Northwest Quarter (NW¼), and the West Half (W½) of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼), and the North Half (N½) of the

tament
tains

South Half (S½) of Section Twenty-eight (28); the East Half (E½) of the Northwest Quarter (NW¼); the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼); the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼), and the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section Thirty-one (31); the Southeast Quarter (SE¼) of Section Thirty-two (32), all in Township 4 North, Range 26, E.B.M.

The North Half (N½) of the North Half (N½) of Section Six (6), Township 3 North, Range 26, E.B.M.

And the two irrigation wells located along the Moore Canal in the SW¼ of Section 17, Township 4 North, Range 26, E.B.M., and respectively located as follows:

Well No. 1: 521 feet North of the intersection of the Moore Canal and the South Line of the SW¼ of said Section 17, and 30 feet west of the Moore Canal.

Well No. 2: 200 feet North of Well No. 1, and 21 feet East of said Canal; also a piece of land around each well within a radius of 25 feet of each well;

And the right to drill another well along the right-of-way of the Moore Canal in the SW¼ of said Section 17.

The Grantee is also given herewith the right to free ingress and egress to said property.

And a portion of the Southeast Quarter (SE¼) of Section Seventeen (17), Township 4 North, Range 26, E.B.M., particularly described as follows:

Beginning at a point on the South Line of Section Seventeen (17), 650 feet East of the Southwest Corner of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of said Section Seventeen (17); thence North 500 feet, to the true point of beginning; thence West 220 feet; thence North 500 feet; thence East 220 feet; thence South 500 feet, to the true point of beginning, together with the dwelling house, potato cellar, and other buildings located thereon.

Grantee is also given herewith the right of free ingress and egress to said property.

Together with all water rights and ditch rights appertaining and belonging thereto.

TOGETHER, With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders

rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said party of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the party of the second part, and to his heirs and assigns forever, and the said party of the first part, and his heirs, the said premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said party of the first part, and his heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

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

Andreas Aikele (SEAL)

STATE OF IDAHO)
) ss.
County of Butte)

On this 2nd day of October, in the year 1962, before me, the undersigned, a Notary Public in and for said State, personally appeared ANDREAS AIKELE, 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 written above.

(SEAL)

J. W. Keeler
Notary Public in and for Said State,
Residing at Arco, therein.

Printed and for Sale by the Arco ADVERTISER

WARRANTY DEED

Instrument # M-1140

Warranty Deed

THIS INDENTURE, Made this 11th day of March

In the year of our Lord, one thousand nine hundred and Seventy-One between

JUEL AIKELE and MARY ANNE AIKELE, husband and wife

of ARCO, County of BUTTE, State of IDAHO,

the parties of the first part, and LAMAR HULT and BETTY HULT, husband and wife

of ARCO, County of BUTTE, State of IDAHO,

the parties of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of

TEN AND NO/100 - DOLLARS,

and other valuable consideration

lawful money of the United States of America,

to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, and to their heirs and assigns forever, all of the following described real estate, situated in the County of Butte, State of Idaho, to-wit:

An undivided ½ interest in the following property:

NW¼NW¼, Section 31, Township 4 North, Range 26 East, Boise Meridian, Butte County, State of Idaho

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part:

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the parties of the second part, and to their 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 parties of the second part their heirs, and assigns, against the said parties of the first part, and their heirs and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will WARRANT and by these presents forever DEFEND.

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

Signed, Sealed and Delivered in the Presence of:

Jewel A. Aikele (SEAL)

Mary Anne Aikele (SEAL)

(SEAL)

(SEAL)

STATE OF IDAHO,
County of BUTTE } ss.

On this 15 day of ~~March~~ April, in the year 1971, before me, personally appeared JUEL AIKELE and MARY ANNE AIKELE, husband and wife known to me (~~or proved to me on the oath of~~) to be the { persons whose names are subscribed to / ~~of the corporation that executed~~ } the within instrument, and acknowledged to me that they executed the same.

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

Fred L. Boyer
Notary Public in and for the State of Idaho, residing at Van Buren County therein.

My commission expires: 6/13/73

WARRANTY DEED
No. 11341

Juel A. Aikele, et ux.
TO
La Marr Shultz, et ux.

Dated March 11, 1971

STATE OF IDAHO, } ss.
County of Butte }

I hereby certify that this instrument was filed for record at the request of Mary Anne Aikele at 15 minutes past 10 o'clock A.M., this 15 day of April A. D. 19 71, in my office, and duly recorded in Book — of — at page 11412

Dale C. Johnson
Ex-Officio Recorder.
By Judith Ball Deputy.

Fee, $2.00

Printed and for Sale by the Arco ADVERTISER

WARRANTY DEED

Instrument # M-1157

Corrected Warranty Deed

THIS INDENTURE, Made this 11th day of March

in the year of our Lord, one thousand nine hundred and Seventy-One between

JUEL AIKELE and MARY ANNE AIKELE, husband and wife

of ARCO, County of BUTTE, State of IDAHO,

the parties of the first part, and KAMAR HUET and BETTY HUET, husband and wife

of ARCO, County of BUTTE, State of IDAHO,

the parties of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of

$100 and other valuable consideration DOLLARS,

of the United States of America,

to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, and to their heirs and assigns forever, all of the following described real estate, situated in the County of Butte, State of Idaho, to-wit:

An undivided ½ interest in the following property:

The West 300 feet of the NW¼NW¼, Section 31, Township 4 North, Range 26 East, Boise Meridian, Butte County, State of Idaho

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part:

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the parties of the second part, and to their 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 parties of the second part, their heirs, and assigns, against the said parties of the first part, and their heirs and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will WARRANT and by these presents forever DEFEND.

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

Signed, Sealed and Delivered in the Presence of:

Juel A. Alkele (SEAL)

Mary Anne Alkele (SEAL)

(SEAL)

(SEAL)

STATE OF IDAHO,
County of BUTTE } ss.

On this 15 day of March April, in the year 1971, before me, personally appeared JUEL AIKELE and MARY ANNE AIKELE, husband and wife known to me (or proved to me on the oath of) to be the { persons whose names are subscribed to / of the corporation that executed } the within instrument, and acknowledged to me that they executed the same.

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

Fred L. Boyer
Notary Public in and for the State of Idaho, residing at Ores Butte County therein.

Expires: 6/13/73

No. 71157

Entered
Compared
Indexed

APR 23 1971

Corrected recording number and recording data

WARRANTY DEED

No. 1140

Juel D. Alkele, et ux

TO

La Mars Hulet, et ux

Dated March 11, 19 71

STATE OF IDAHO, } ss.
County of Butte }

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

at 15 minutes past 10 o'clock A.M., this 15 day of April A. D. 19 71, in my office, and duly recorded in Book — of — at page 1140

Blaine G. Swanson
Ex-Officio Recorder.

By Juanita Bailey Deputy.

Fees, $2.00

PLATTED

Printed and for Sale by the Arco ADVERTISER

WARRANTY DEED

THIS INDENTURE, Made this 26th day of JANUARY

in the year of our Lord, one thousand nine hundred and SEVENTY-TWO between

HERMAN AIKELE and ATTA M. AIKELE, husband and wife

of ARCO, County of BUTTE, State of IDAHO,

the parties of the first part, and JUEL AIKELE and MARY ANN AIKELE, husband and wife

of ARCO, County of BUTTE, State of IDAHO,

the parties of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of

TEN AND no/100 - ($10.00) - - DOLLARS,
and other valuable consideration

Lawful money of the United States of America,

to them in hand paid by the said parties of the second part, the receipt whereof is hereby

acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell,

convey and confirm unto the said parties of the second part, and to their heirs and assigns

forever, all of the following described real estate, situated in the County

of BUTTE, State of Idaho, to-wit:

SE¼SW¼NE¼ Section 31, Twp. 4 N, Range 26 EBM described as follows: Beginning at the southeast corner of the SW¼NE¼ said section 31, thence West 1320 feet more or less, to the center of said Sec. 31, thence North 1320 feet more or less, to the northwest corner of said SW¼NE¼ Section 31, thence in a diagonal line southeasterly at about 45° to the point of beginning and containing 20 acres, more or less.

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the parties of the second part, and to their 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 parties of the second part their heirs, and assigns, against the said parties of the first part, and their heirs and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will WARRANT and by these presents forever DEFEND.

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

Signed, Sealed and Delivered in the Presence of:

Herman Aikele (SEAL)

Ada M Aikele (SEAL)

(SEAL)

(SEAL)

STATE OF IDAHO,
County of BUTTE } ss.

On this 8th day of February, in the year 1972, before me, personally appeared HERMAN AIKELE and ADA M. AIKELE, husband and wife known to me (or approved to me on the oath of) to be the { person s whose name s are subscribed to / of the corporation that executed } the within instrument, and acknowledged to me that they executed the same.

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

Fred H. Boyer
Notary Public in and for the State of Idaho, residing at Arco, Butte County therein.

FRED H. BOYER NOTARY PUBLIC STATE OF IDAHO

commission expires: 6/13/73

Compared / Indexed / Entered / Platted

PLATTED

WARRANTY DEED

No.

Herman Aikele et ux

TO

Lee A. Pace et ux

Dated January 26, 1972

STATE OF IDAHO, } ss.
County of Butte

I hereby certify that this instrument was filed for record at the request of Herman Aikele at 30 minutes past 2 o'clock P. M., this 8 day of Feb A. D. 19 72, in my office, and duly recorded in Book 7 of Deeds at page 210

Ex-Officio Recorder.

By Linda Bell Deputy.

Fees, $2.00

Printed and for Sale by the Arco ADVERTISER

WARRANTY DEED

THIS INDENTURE, Made this 26th day of January in the year of our Lord, one thousand nine hundred and Seventy-Two between JUEL AIKELE and MARY ANNE AIKELE, husband and wife of ARCO, County of BUTTE, State of IDAHO, the parties of the first part, and HERMAN AIKELE and ATHA L. AIKELE, husband and wife of ARCO, County of BUTTE, State of IDAHO, the parties of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of TEN and no/100 - DOLLARS, lawful money and other valuable consideration of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, and to their heirs and assigns forever, all of the following described real estate, situated in the County of BUTTE, State of Idaho, to-wit:

W½SE¼NE¼ Section 31, Twp. 4 North, Range 26 East, Boise Meridian, Butte County, Idaho.

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part:

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the parties of the second part, and to their 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 parties of the second part, their heirs, and assigns, against the said parties of the first part, and their heirs and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will WARRANT and by these presents forever DEFEND.

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

Signed, Sealed and Delivered in the Presence of:

Jule A. Kelle (SEAL)

Mary Anne Kelle (SEAL)

(SEAL)

(SEAL)

STATE OF IDAHO,
County of BUTTE } ss.

On this 21st day of January, in the year 1972, before me, personally appeared JULE AIKELE and MARY AIKELE, husband and wife known to me (or proved to me on the oath of) to be the { person whose name is subscribed to / of the corporation that executed } the within instrument, and acknowledged to me that they executed the same.

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

Notary Public in and for the State of Idaho, residing at Arco, Butte County therein.

My commission expires: 6/12/73

RECEIVED JAN 30 1972 NOTARY SEAL IDAHO

Entered
Compared
Indexed

PLATTED

WARRANTY DEED

No. 1698

Jule A. Kelle et ux

TO

Herman Liebig et ux

Dated January 26, 1972

STATE OF IDAHO, } ss.
County of Butte }

I hereby certify that this instrument was filed for record at the request of Herman Liebig at 30 minutes past 9 o'clock A.M., this 8 day of Feb. A. D. 19 72, in my office, and duly recorded in Book — of Deeds at page 98

Jeanette Johnson
Ex-Officio Recorder.
By Judith Bell, Deputy.

Fees, $2.00

283—WARRANTY DEED

Printed and for sale by Syms-York Company, Boise, Idaho

(Optional)							
Recorded	☑	Platted	☑	Key Punched	☐	To Treasurer	☐
Microfilmed	☑	Deed Card	☐	Master File	☐		☐
Indexed	☑	Compared	☐	Abstracted	☐		

(DO NOT WRITE ABOVE THIS LINE)

EXCHANGE

WARRANTY DEED

JUEL AIKELE and MARY ANNE AIKELE, Husband and Wife, GRANTOR(S)
of the County of Butte State of Idaho
hereby CONVEYS, GRANTS and WARRANTS TO
DON AIKELE and CAROLINE AIKELE, Husband and Wife, GRANTEE(S)
of the County of Butte State of Idaho
for the sum of ONE AND NO/100---------- Dollars ($1.00-----)
AND EXCHANGE OF CERTAIN LANDS,
the following described tract(s) of land in Butte County, State of Idaho:

The North Half of the Southeast Quarter (N½SE¼) of Section 29, Township 4 North, Range 26, East Boise Meridian, records of Butte County, Idaho.

(This Deed is given in consideration of the conveying of certain land by Grantees, pursuant to an agreement to exchange land.)

Location of above described property _____
House No. Street

WITNESS the hand of said Grantors this 5th day of May A.D. 19 75

Juel Aikele

Mary Anne Aikele

(NOTARY SEAL)

State of Idaho
County of Butte } ss. On the 5th day of May A.D. 19 75

personally appeared before me
JUEL AIKELE and MARY ANNE AIKELE,
the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.

William G Carlson
(NOTARY PUBLIC)

Residing at: Arco, Idaho My Commission expires: 11/1/75

MAIL DEED TO:
Mr. Don Aikele
Moore, Idaho 83255

MAIL TAX NOTICE TO:
Name Mr. Don Aikele
Address _____
City & State Moore, Idaho Zip 83255

No. M4029

WARRANTY DEED

Juel Aikele, et ux.

-TO-

Don Aikele, et ux.

Dated May 5, 1975

STATE OF IDAHO
County of Butte } ss.

I hereby certify that this instrument was filed for record at request of William G. Carlson at 0 minutes past 11 o'clock A.M., this 6th day of May, A.D. 1975 in my office, and duly recorded in Book of Deeds at page M4029

Judith R. Bailey
Ex-Officio Recorder.

By J. Ann Price
Deputy.

Fees $ 1.00

[redacted]

203—WARRANTY DEED — Printed and for sale by Byms-York Company, Boise, Idaho

(Optional)							
Recorded	☑	Platted	☑	Key Punched	☐	To Treasurer	☐
Microfilmed	☑	Deed Card	☐	Master File	☐		☐
Indexed	☑	Compared	☐	Abstracted	☐		

(DO NOT WRITE ABOVE THIS LINE)

EXCHANGE WARRANTY DEED

DON AIKELE and CAROLINE AIKELE, Husband and Wife, GRANTOR(S)
of the County of Butte State of Idaho
hereby CONVEYS, GRANTS and WARRANTS TO

JUEL AIKELE and MARY ANNE AIKELE, Husband and Wife, GRANTEE(S)
of the County of Butte State of Idaho
for the sum of ONE AND NO/100---------- Dollars ($1.00-----)
AND EXCHANGE OF CERTAIN LANDS,
the following described tract(s) of land in Butte County, State of Idaho:

The Northeast Quarter (NE¼), Section 32, Township 4 North, Range 26 East, Boise Meridian, EXCEPT The following described property:

Beginning at the corner of Sections 28, 29, 32 and 33, Township 4 North, Range 26 East, Boise Meridian; thence South 0°17' East along the line between Sections 32 and 33, a distance of 208.71 feet; thence West on a bearing of South 89°43' West, a distance of 208.71 feet; thence North on a bearing North 0°17' West, a distance of 208.71 feet to a point on the South boundary of said Section 29; thence East on a bearing North 89°43' to the point of beginning, containing 43,559.86 square feet, or one acre, more or less.

(This Deed is given in consideration of the conveying of certain land by Grantees, pursuant to an Agreement to exchange land.)

Location of above described property _____
House No. Street

WITNESS the hand of said Grantors this 5th day of May A.D. 19 75

D. Aikele
Don Aikele

Caroline Aikele
Caroline Aikele

[NOTARY SEAL]

State of Idaho
County of Butte } ss. On the 5th day of May A.D. 1975

personally appeared before me

DON AIKELE and CAROLINE AIKELE,

the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.

William G Carlson
(NOTARY PUBLIC)

Residing at: Arco, Idaho My Commission expires: 11/1/75

MAIL DEED TO:	MAIL TAX NOTICE TO:
Mr. Juel Aikele	Name Mr. Juel Aikele
P. O. Box 153	Address P. O. Box 153
Arco, Idaho 83213	City & State Arco, Idaho Zip 83213

No. M 4030 PLAT

WARRANTY DEED

Don Aikele, et ux.

—TO—

Juel Aikele, et ux.

Dated May 5, 19 75

STATE OF IDAHO
County of Butte } ss.

I hereby certify that this instrument was filed for record at request of William G. Carlson at 5 minutes past 11 o'clock A. M., this 6th day of May, A.D. 19 75 in my office, and duly recorded in Book of Deeds at page 4030

Judith R. Bailey
Ex-Officio Recorder.

By Jo Anne Price
Deputy.

Fees $ 1.00

 Printed and for sale by Syms-York Company, Boise

THIS INDENTURE, Made this 16th day of ~~Apr~~ June

in the year of our Lord one thousand nine hundred and seventy, between

JUEL AIKELE and MARY ANNE AIKELE, Husband and Wife,

of the , County of Butte , State of Idaho

the parties of the first part, and

JAY F. PEARSON, XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX ~~separate property)~~ and SUSAN W. PEARSON, his Wife, JF

of the , County of Butte , State of Idaho ,

the party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of

TEN AND NO/100 ($10.00) AND OTHER VALUABLE CONSIDERATION------DOLLARS,

lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all of the following described real estate, situated in the , County of Butte , State of Idaho, to-wit:

A parcel of land in the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section Thirty (30), Township 4 North, Range 26 East of the Boise Meridian, more particularly described as follows:

Beginning at the Northwest Corner of the said Southwest Quarter of the Southwest Quarter, which is the real point of beginning; thence East along the North Boundary Line of the Southwest Quarter of the Southwest Quarter 281 feet to a point which is 35 feet West of the west bank of the Juel Aikele Irrigation Ditch; thence 650 feet Southwesterly parallel to said ditch to the West Boundary Line of the Southwest Quarter of the Southwest Quarter to a point on said boundary line; thence North to the real point of beginning, containing 1.3 acres, more or less.

Subject to a road right-of-way approximately 100 feet in width along the West side of said parcel.

A parcel of land in the Southwest Quarter of the Northwest Quarter (SW¼NW¼) of Section 30, Township 4 North, Range 26 E.B.M., more particularly described as follows:

Beginning at the Northwest Corner of the Southwest Quarter of the Northwest Quarter of said Section 30, which is the real point of beginning; thence 860 feet East along the North Boundary Line of the Southwest Quarter of the Northwest Quarter to a point which is 35 feet West of the West bank of the Juel Aikele Irrigation Ditch; thence Southwesterly along a line parallel with said ditch to a point on the South Boundary of the Southwest Quarter of the Northwest Quarter which point is 790 feet East of the Southwest Corner of the Southwest Quarter of the Northwest Quarter; thence West 790 feet to a point; thence North 1320 feet to the real point of beginning, containing 22 acres, more or less. SUBJECT to a present road right-of-way approximately 100 feet in width along west side of said parcel.

TOGETHER, With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part.

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

And the parties of the first part, and their heirs, shall and will warrant and by these presents forever defend the premises in the quiet and peaceable possession of the party of the second part, his heirs and assigns, against the parties of the first part, and their heirs, and against all and every person and persons whomsoever, lawfully claiming 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

Juel Aikele [Seal]

Mary Ann Aikele [Seal]

[Seal]

[Seal]

STATE OF IDAHO
} ss.
County of Butte

On this 5th day of June May in the year 1975, before me the undersigned, a Notary Public in and for said State, personally appeared

JUEL AIKELE and MARY ANN AIKELE

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

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

William G Carlson

Notary Public for the State of Idaho,
Residing at Arco, Idaho

No. 77 8331 PLATTED

WARRANTY DEED

Juel Aikele, et ux

—to—

Jay F. Pearson, et ux.

Entered Compared

Dated June 16, 1970

STATE OF IDAHO
} ss.
County of Butte

I hereby certify that this instrument was filed for record at request of William G. Carlson at 10 minutes past 11 o'clock A.M. this 6th day of May A. D. 1975 in my office, and duly recorded in Book 4031 of Deeds at page Judith R. Bailey Ex-Officio Recorder.

By Jolene Lucas Deputy.

Fees $2.00

Mail to William G. Carlson
P. O. Drawer 804, Arco, Ida 83213

SYMS-YORK COMPANY, BOISE

EXHIBIT A

203—WARRANTY DEED. Printed and for sale by Byrne-York Company, Boise

COPY

THIS INDENTURE, Made this day of

in the year of our Lord one thousand nine hundred and seventy , between

JUEL AIKELE and MARY ANNE AIKELE, Husband and Wife,

of the , County of Butte , State of Idaho

the parties of the first part, and

JAY F. PEARSON, a married man dealing with his sole and separate property,

of the , County of Butte , State of Idaho ,

the party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of

TEN AND NO/100 ($10.00) AND OTHER VALUABLE CONSIDERATION------ DOLLARS,

lawful money of the United States of America,

to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all of the following described real estate, situated in the , County of Butte , State of Idaho, to-wit:

A parcel of land in the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section Thirty (30), Township 4 North, Range 26 East of the Boise Meridian, more particularly described as follows:

Beginning at the Northwest Corner of the said Southwest Quarter of the Southwest Quarter, which is the real point of beginning; thence East along the North Boundary Line of the Southwest Quarter of the Southwest Quarter 281 feet to a point which is 35 feet West of the west bank of the Juel Aikele Irrigation Ditch; thence 650 feet Southwesterly parallel to said ditch to the West Boundary Line of the Southwest Quarter of the Southwest Quarter to a point on said boundary line; thence North to the real point of beginning, containing 1.3 acres, more or less.

Subject to a road right-of-way approximately 100 feet in width along the West side of said parcel.

A parcel of land in the Southwest Quarter of the Northwest Quarter (SW¼NW¼) of Section 30, Township 4 North, Range 26 E.B.M., more particulerly described as follows:

Beginning at the Northwest Corner of the Southwest Quarter of the Northwest Quarter of said Section 30, which is the real point of beginning; thence 860 feet East along the North Boundary Line of the Southwest Quarter of the Northwest Quarter to a point which is 35 feet West of the West bank of the Juel Aikele Irrigation Ditch; thence Southwesterly along a line parallel with said ditch to a point on the South Boundary of the Southwest Quarter of the Northwest Quarter which point is 790 feet East of the Southwest Corner of the Southwest Quarter of the Northwest Quarter; thence West 790 feet to a point; thence North 1320 feet to the real point of beginning, containing 22 acres, more or less. SUBJECT to a present road right-of-way approximately 100 feet in width along west side of said parcel.

TOGETHER, With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part.

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

And the parties of the first part, and their heirs, shall and will warrant and by these presents forever defend the premises in the quiet and peaceable possession of the party of the second part, his heirs and assigns, against the parties of the first part, and their heirs, and against all and every person and persons whomsoever, lawfully claiming the same shall and will WARRANT and by these presents forever DEFEND.

MICROFILM SYSTEMS

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

.....[Seal]

.....[Seal]

.....[Seal]

.....[Seal]

STATE OF IDAHO
County of Butte } ss.

On this day of June in the year 1970, before me the undersigned, a Notary Public in and for said State, personally appeared

JUEL AIKELE and MARY ANN AIKELE

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

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

Notary Public for the State of Idaho,
Residing at Arco, Idaho

No. 11,432

WARRANTY DEED

Juel Aikele

TO

Jay E. Faulkner, et ux

Dated June 16, 1970

STATE OF IDAHO
County of Butte } ss.

I hereby certify that this instrument was filed for record at request of Williams & Faulkner at 10 minutes past 11 o'clock A. M. this 16 day of June, A. D. 19 70 in my office and duly recorded in Book M-402 of Misc. at page 1

Ex-Officio Recorder.

By Jo Ann Hess Deputy.

Fees $ 2.00 pd

Mail to Jay E. Faulkner Box 808 Arco, Idaho 83213

SYNC-YORK COMPANY, BOISE

Filed . . .
Compared . . .
Ind. . . .

DEC 10 1976

WARRANTY DEED

THIS INDENTURE, Made this 1st day of April, in the year of our Lord one thousand nine hundred and sixty-two, between ANDREAS AIKELE, a married man but dealing with his sole and separate property, of Arco, Idaho, the party of the first part, and JUEL AIKELE, of Butte County, Idaho, the party of the second part.

W I T N E S S E T H:

That the said party of the first part, for and in consideration of the sum of FIFTY TWO THOUSAND FIVE HUNDRED AND NO/100 ($52,500.00) DOLLARS, lawful money of the United States of America, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all of the following described real estate, situated in the County of Butte, State of Idaho, to-wit:

The South Half (S½) of the Northwest Quarter (NW¼); the West Half (W½) of the Northeast Quarter (NE¼), and that portion of the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) lying South of the Field Road; the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼); the North Half (N½) of the Southeast Quarter (SE¼) of Section Thirty (30); the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼), and the North Half (N½) of the Southeast Quarter (SE¼) of Section Twenty-nine (29); the South Half (S½) of the Northwest Quarter (NW¼), and the West Half (W½) of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼), and the North Half (N½) of the

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South Half (S½) of Section Twenty-eight (28); the East Half (E½) of the Northwest Quarter (NW¼); the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼); the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼), and the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section Thirty-one (31); the Southeast Quarter (SE¼) of Section Thirty-two (32), all in Township 4 North, Range 26, E.B.M.

The North Half (N½) of the North Half (N½) of Section Six (6), Township 3 North, Range 26, E.B.M.

And the two irrigation wells located along the Moore Canal in the SW¼ of Section 17, Township 4 North, Range 26, E.B.M., and respectively located as follows:

Well No. 1: 521 feet North of the intersection of the Moore Canal and the South Line of the SW¼ of said Section 17, and 30 feet west of the Moore Canal.

Well No. 2: 200 feet North of Well No. 1, and 21 feet East of said Canal; also a piece of land around each well within a radius of 25 feet of each well;

And the right to drill another well along the right-of-way of the Moore Canal in the SW¼ of said Section 17.

The Grantee is also given herewith the right to free ingress and egress to said property.

And a portion of the Southeast Quarter (SE¼) of Section Seventeen (17), Township 4 North, Range 26, E.B.M., particularly described as follows:

Beginning at a point on the South Line of Section Seventeen (17), 650 feet East of the Southwest Corner of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of said Section Seventeen (17); thence North 500 feet, to the true point of beginning; thence West 220 feet; thence North 500 feet; thence East 220 feet; thence South 500 feet, to the true point of beginning, together with the dwelling house, potato cellar, and other buildings located thereon.

Grantee is also given herewith the right of free ingress and egress to said property.

Together with all water rights and ditch rights appertaining and belonging thereto.

TOGETHER, With all and singular the tenements, hereditaments and appurtances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders

rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said party of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the party of the second part, and to his heirs and assigns forever, and the said party of the first part, and his heirs, the said premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said party of the first part, and his heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

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

Andreas Aikele (SEAL)

STATE OF IDAHO)
) ss.
County of Butte)

On this 22nd day of October, in the year 1962, before me, the undersigned, a Notary Public in and for said State, personally appeared ANDREAS AIKELE, 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 written above.

(SEAL)

Notary Public in and for Said State,
Residing at Arco, therein.

203—WARRANTY DEED

Printed and for sale by Syms-York Company, Boise, Idaho

(Optional)							
Recorded	☐	Platted	☐	Key Punched	☐	To Treasurer	☐
Microfilmed	☐	Deed Card	☐	Master File	☐		☐
Indexed	☐	Compared	☐	Abstracted	☐		

(DO NOT WRITE ABOVE THIS LINE)

WARRANTY DEED

JUEL AND MARY ANN AIKELE, husband and wife GRANTOR(S)
of ARCO County of BUTTE State of Idaho
hereby CONVEYS, GRANTS and WARRANTS TO

HERMAN AND ATHA AIKELE, husband and wife GRANTEE(S)
of MOORE, IDAHO County of BUTTE State of Idaho
for the sum of ONE Dollars ($1.00)

the following described tract(s) of land in BUTTE County, State of Idaho:
Any interest in
The following described portion of Section 31, Township 4 North, Range 26 East Boise Meridian. Beginning at the Northeast corner, thence South 3740 feet, thence West 1410 feet, thence North 3740 feet, thence East 1410 feet to the point of beginning.

Entered . . .	✓
Compared . .	✓
Indexed	✓

No. M5656
FILED
JAN 5 1977
9:00 P.M.
BUTTE COUNTY RECORDER
Joe Barnes

Location of above described property _____
House No. Street

WITNESS the hand of said Grantors this day of A.D. 19

Juel Aikele

Mary Anne Aikele

(NOTARY SEAL)

State of Idaho
County of Butte } ss. On the 4th day of Jan A.D. 1977

personally appeared before me Juel Aikele & Mary Anne Aikele husband & wife

the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.

Fred H Boyce
(NOTARY PUBLIC)

Residing at: Arco, Idaho My Commission expires: 6/13/77

MAIL DEED TO:

MAIL TAX NOTICE TO:
Name HERMAN AIKELE
Address Box 10, Arco, Idaho 83213
City & State Zip

208—WARRANTY DEED

Printed and for sale by Syms-York Company, Boise, Idaho

(Optional)							
Recorded	☐	Platted	☐	Key Punched	☐	To Treasurer	☐
Microfilmed	☐	Deed Card	☐	Master File	☐		☐
Indexed	☐	Compared	☐	Abstracted	☐		

(DO NOT WRITE ABOVE THIS LINE)

WARRANTY DEED

H

HERMAN AND ATHA AIKELE, husband and wife
of MOORE, IDAHO County of BUTTE
hereby CONVEYS, GRANTS and WARRANTS TO

GRANTOR(S)
State of Idaho

JUEL AND MARY ANN AIKELE, husband and wife
ofARCO, IDAHO County of BUTTE
for the sum of ONE Dollars ($1.00)

GRANTEE(S)
State of Idaho

the following described tract(s) of land in BUTTE County, State of Idaho:
ANY INTEREST IN
SECTION 31, township 4 NORTH, RANGE 26 EAST BOISE MERIDIAN, Except the following described portion. Beginning at the Northeast corner, thence South 3740 feet, thence West 1410 feet, thence North 3740 feet, thenceEast 1410 feet to the point of beginning.

Entered
Compared
Indexed

No. M 5657
Filed
JAN 5 1977
9:00 A.M.
BUTTE COUNTY RECORDER

Location of above described property _____
House No. Street

WITNESS the hand of said Grantors this day of A.D. 19

Herman Aikele — 30th December 1976
Atha M Aikele — 30th December 1976

(NOTARY SEAL)

State of Idaho
County of Butte } ss. On the 4th day of Jan A.D. 1977

personally appeared before me Herman Aikele & Atha M. Aikele, husband & wife

the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.

Fred J. Boyer
(NOTARY PUBLIC)

Residing at: Arco, Idaho My Commission expires: 6/13/77

MAIL DEED TO:

MAIL TAX NOTICE TO:
Name JUEL AIKELE
Address
City & State ARCO, IDAHO Zip 83213

203—WARRANTY DEED

Form Printed and for sale by Blank Book Company, Boise, Idaho

(Optional)

Recorded	☐	Platted	☐	Key Punched	☐	To Treasurer	☐
Microfilmed	☐	Deed Card	☐	Master File	☐		
Indexed	☐	Compared	☐	Abstracted	☐		

(DO NOT WRITE ABOVE THIS LINE)

WARRANTY DEED

Juel and Mary Ann Aikele

of Moore County of Butte GRANTOR(S) State of Idaho

hereby CONVEYS, GRANTS and WARRANTS TO

Michael and Lori Aikele

of Arco County of Butte GRANTEE(S) State of Idaho

for the sum of One Dollars ($ 1.00)

the following described tract(s) of land in Butte County, State of Idaho:

TOWNSHIP 4 NORTH, RANGE 26 EAST, BUTTE COUNTY, IDAHO;

SECTION 31;

E½NW¼NE¼NW¼NW¼,

W½NE¼NE¼NW¼NW¼,

NE¼SW¼NE¼NW¼NW¼,

NW¼SE¼NE¼NW¼NW¼

Together with an easement for access from a private road which runs North and South along the East side of the above described tract.

Entered ...
Compared ...
Indexed

No. M-11476
FILED
JUL 02 1982
3:00 P.M.
BUTTE COUNTY RECORDER

Location of above described property _____ House No. _____ Street

WITNESS the hand of said Grantors this 2nd day of July A.D. 1982

Juel Aikele

Mary Anne Aikele

(NOTARY SEAL)

State of Idaho
County of Butte } ss. On the 2nd day of July A.D. 19

personally appeared before me Juel Aikele and Mary Anne Aikele

the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.

Christine Hurlbut
NOTARY PUBLIC

Residing at Arco, Idaho My Commission expires: 11/5/83

MAIL DEED TO:
Michael Aikele
Moore, ID 83255

MAIL TAX NOTICE TO:
Name Michael Aikele
Address _____
City, State Moore, ID Zip 83213

m-12252

APR 12 10:05

Lori Powell

CONVEYANCE OF WELL

AND WELL EQUIPMENT AND APPLIANCES

For value received, LARRY REYNOLDS and BARBARA REYNOLDS, Husband and Wife, and CLAUDUS REYNOLDS and DELLA REYNOLDS, Husband and Wife, all of Butte County, Idaho, hereinafter called "Grantors", do hereby assign, convey, sell and transfer to JUEL AIKELE and MARY ANNE AIKELE, Husband and Wife, of Butte County, Idaho, a 60% interest in the following real and personal property, situate in Butte County, Idaho, to-wit:

1. A certain irrigation well and casing, located in the Northwest Corner of the NE¼SW¼ Section 8, Township 4, North, Range 26, East Boise Meridian.
2. Pump, motor and electrical panel, all equipment situated on and used in connection with said well, being:
   (a) Electrical panel, wiring and controls.
   (b) 100 hp. G.E. Motor, Serial No. RVJ407129.
   (c) Layne & Bowler Pump, Serial No. 28953.
3. State of Idaho Water License No. G-297321/ 34-2417, priority 5/29/61, for 4.46 cfs, which license is for and applies to the said well.

Grantors warrant Bret A. Aikele, et. ux. are owners of a 40% interest in said property; that they are the owners of 60% of said property, and that property is free and clear from any liens, EXCEPT for liens of any lender or lenders

who have executed consents to this sale, or releases of their liens; Grantors warrant that they will defend Grantee against any claims of third parties to the effect that such third parties have any interest in such property.

Further Grantors agree to execute any and all documents required by the State of Idaho or Irrigation District, for the purpose of approval of transfer of place of use, of the water produced by the well.

IN WITNESS WHEREOF, the Grantors have set their hands this 4 day of April, 1983.

Larry Reynolds
LARRY REYNOLDS

Barbara Reynolds
BARBARA REYNOLDS

Claudus Reynolds
CLAUDUS REYNOLDS

Della Reynolds
DELLA REYNOLDS

STATE OF IDAHO)
: ss.
County of Butte)

On this 4 day of April, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared LARRY REYNOLDS and BARBARA REYNOLDS, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

JUDITH R. BAILEY NOTARY (SEAL) PUBLIC STATE OF IDAHO

Judith R. Bailey
Notary Public for Idaho,
Residing at Arco, Idaho.

STATE OF IDAHO)
: ss.
County of Butte)

On this 4 day of April, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared CLAUDUS REYNOLDS and DELLA REYNOLDS, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

JUDITH R. BAILEY NOTARY (SEAL) PUBLIC STATE OF IDAHO

Judith R. Bailey
Notary Public for Idaho,
Residing at Arco, Idaho.

203—WARRANTY DEED

Printed and for sale by Byers-York Company, Boise, Idaho

(Optional)							
Recorded	☐	Platted	☐	Key Punched	☐	To Treasurer	☐
Microfilmed	☐	Deed Card	☐	Master File	☐		☐
Indexed	☐	Compared	☐	Abstracted	☐		

(DO NOT WRITE ABOVE THIS LINE)

WARRANTY DEED

JUEL AIKELE and MARY ANNE AIKELE, Husband and Wife GRANTOR(S)
of Moore County of Butte State of Idaho
hereby CONVEYS, GRANTS and WARRANTS TO STEVEN AIKELE and PEGGY AIKELE, Husband and Wife GRANTEE(S)
whose current address is Moore, Idaho
for the sum of TEN AND NO/100---------- Dollars ($10.00)
and other good and valuable consideration
the following described tract(s) of land in Butte County, State of Idaho:

Township 4 N., R. 26 East Boise Meridian, Butte County, Idaho.

Section 30: W½E½; SW¼, SE¼NW¼ and SW¼NW¼, Except:

A parcel of land in the SW¼NW¼, NW¼SW¼ and SW¼SW¼ of Section Thirty (30), Township 4 North, Range 26 East of the Boise Meridian, more particularly described as follows:

Beginning at the Northwest Corner of the Southwest Quarter of the Northwest Quarter of said Section 30, which is the real point of beginning; thence 860 feet East along the North Boundary Line of the Southwest Quarter of the Northwest Quarter to a point which is 35 feet West of the West bank of the Juel Aikele Irrigation Ditch; thence Southwesterly along a line parallel with said ditch to a point on the South Boundary of the Southwest Quarter of the Northwest Quarter which point is 790 feet East of the Southwest Corner of the Southwest Quarter of the Northwest Quarter; Thence continuing parallel to the Juel Aikele Irrigation Ditch, 35 feet West of the West bank thereof, Southwesterly to a point on the South boundary of the NW¼SW¼ of said Section 30, which point is 281 feet East of the Northwest corner of the SW¼SW¼, Section 30; Thence continuing parallel to the ditch and 35 feet West of the West Bank thereof, in a Southwesterly direction 650 feet to a point on the West boundary line of Section 30; Thence North 3960 feet along said West boundary line to the real point of beginning.

Location of above described property. House No. 74 Street

WITNESS the hand of said Grantors this 7th day of December A.D. 19 83

JUEL AIKELE

MARY ANNE AIKELE

(NOTARY SEAL)

State of Idaho
County of Butte } ss. On the 7th day of December A.D. 19 83

personally appeared before me JUEL AIKELE and MARY ANNE AIKELE

the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC

Residing at: Arco, Idaho My Commission expires: 11/2/86

MAIL DEED TO:
Steven Aikele

Moore, ID 83213

MAIL TAX NOTICE TO
Name Steven Aikele
Address
City & State Moore, ID

203—WARRANTY DEED — Printed and for sale by Byrne-York Company, Boise, Idaho

(Optional)							
Recorded	☐	Platted	☐	Key Punched	☐	To Treasurer	☐
Microfilmed	☐	Deed Card	☑	Master File	☑		☑
Indexed	☐	Compared	☐	Abstracted	☐		

(DO NOT WRITE ABOVE THIS LINE)

WARRANTY DEED

JUEL AIKELE and MARY ANNE AIKELE, Husband and Wife — GRANTOR(S)
of Moore County of Butte State of Idaho
hereby CONVEYS, GRANTS and WARRANTS TO
STEVEN J. AIKELE and PEGGY AIKELE, Husband and Wife — GRANTEE(S)
whose current address is Moore, Idaho
for the sum of TEN AND NO/100---------- Dollars ($10.00)
and other good and valuable consideration
the following described tract(s) of land in Butte County, State of Idaho:

All of Grantor's rights, title and interest in a certain equipped irrigation well, including: State of Idaho Water License No. 34-7039; Control Panel, equipment, a 200 hp. US. Electric Motor, ID No. C 1516-01-603-8511360, and Layne-Bowler Vertiline pump, serial No. 04843, and certain easements and rights of way heretofore granted to Grantors herein by Reuben H. Babcock and Marjorie Babcock, Husband and Wife, by Instrument dated June 12, 1973, and recorded June 13, 1973, as Instrument No. M-2701, Butte County Recorder's Office.

Said well is located in Butte County, Idaho, and more particularly on the following land:

Beginning at the Southwest corner of the Southeast Quarter of the Southeast Quarter (SE¼SE¼) of Section 32, Township 5 North, Range 26 E.B.M.; thence East 50 feet; thence South 50 feet; thence West 50 feet to the point of beginning.

No. 18250

NOV 07 1983
1:05

Location of above described property _____ House No. _____ Street

WITNESS the hand of said Grantors this 7th day of November A.D. 19 83

JUEL AIKELE

MARY ANNE AIKELE

(NOTARY SEAL) STEVEN G. CARLSON NOTARY PUBLIC STATE OF IDAHO

State of Idaho
County of Butte } ss. On the 7th day of November A.D. 19 83

personally appeared before me
JUEL AIKELE and MARY ANNE AIKELE

the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.

(NOTARY PUBLIC)

Residing at: Arco, Idaho My Commission expires: 11/5/87

MAIL DEED TO:	MAIL TAX NOTICE TO:
Steven Aikele	Name Steven Aikele
	Address
Moore, ID 83255	City & State Moore, ID Zip 83255

Form FmHA 1955-49
(Rev. 10-28-81)

Position 5

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

QUITCLAIM DEED

The UNITED STATES OF AMERICA, acting through the Administrator of the Farmers Home Administration, United States Department of Agriculture, CONVEYS and QUITCLAIMS to JUEL AIKELE and MARY ANN AIKELE, husband and wife, of Rural Route #1, Box 63-D, Moore, Idaho, 83255

Grantee, for the sum of SEVENTY THOUSAND AND NO/100 DOLLARS ($70,000.00)

all interest in the following described real estate situated in the County of Butte

State of Idaho, to-wit:

PARCEL #1: Beginning at the NE corner of Section 31, Township 4 North, Range 26 East, Boise Meridian, Butte County, Idaho; thence South 375 feet to the True Point of Beginning; thence South 250 feet; thence West 200 feet; thence North 250 feet; thence East 200 feet to the True Point of Beginning.

PARCEL #2: A parcel of land in the NE¼ of Section 31, Township 4 North, Range 26 East, Boise Meridian, Butte County, Idaho:

Beginning at the NE corner of Section 31; thence South 625 feet to the True Point of Beginning; thence South 235 feet; thence West 200 feet; thence North 235 feet; thence East 200 feet to the True Point of Beginning.

M-13474
JAN 17 1984
3:00

This deed is executed and delivered pursuant to the provisions of a credit sale of Government Inventory Property formerly belonging to Kurt H. Aikele and Mary Denise Aikele, 12-12-518707633 Advice No. 82481; and the

authority set forth in 7 CFR 1900, Subpart A.

No member of Congress shall be admitted to any share or part of this deed or to any benefit that may arise therefrom.

Dated January 9, , 19 84

UNITED STATES OF AMERICA (Grantor)

By _____

W. C. Norberg, Jr., State Director
Farmers Home Administration
United States Department of Agriculture

In the presence of:

_____

_____

ACKNOWLEDGMENT

STATE OF IDAHO)
)
County of Ada)

On this 9th day of January, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared W. C. Norberg, Jr., known to me to be the State Director, Farmers Home Administration, USDA, and person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

In WHITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above mentioned.

NOTARY PUBLIC STATE OF

_____
JEANNE H. ALBRECHT
Notary Public in and for the
State of Idaho
Residing at Boise, Idaho
My Bond Expires 3-17-86

☆ U.S. G.P.O. 1981-564-009/1564

203—WARRANTY DEED — Printed and for sale by Syms-York Company, Boise, Idaho

(Optional)							
Recorded	☐	Platted	☐	Key Punched	☐	To Treasurer	☐
Microfilmed	☐	Deed Card	☐	Master File	☐		
Indexed	☐	Compared	☐	Abstracted	☐		

(DO NOT WRITE ABOVE THIS LINE)

WARRANTY DEED

JUEL AIKELE and MARY ANNE AIKELE, Husband and Wife, GRANTOR(S)
of Moore, County of Butte, State of Idaho
hereby CONVEYS, GRANTS and WARRANTS TO

STEVEN AIKELE and PEGGY AIKELE, Husband and Wife, GRANTEE(S)
whose current address is Route #1, Moore, Idaho 83255
for the sum of TEN AND NO/100---------- Dollars ($ 10.00---)

the following described tract(s) of land in Butte County, State of Idaho:

PARCEL #1:

Beginning at the NE corner of Section 31, Township 4 North, Range 26 East, Boise Meridian, Butte County, Idaho; thence South 375 feet to the True Point of Beginning; thence South 250 feet; thence West 200 feet; thence North 250 feet; thence East 200 feet to the True Point of Beginning.

PARCEL #2:

A parcel of land in the NE¼ of Section 31, Township 4 North, Range 26 East, Boise Meridian, Butte County, Idaho:
Beginning at the NE corner of Section 31; thence South 625 feet to the True Point of Beginning; thence South 235 feet; thence West 200 feet; thence North 235 feet; thence East 200 feet to the True Point of Beginning.

SUBJECT to a certain Real Estate Mortgage or Deed of Trust, given by KURT H. AIKELE, et ux, to FEDERAL LAND BANK, which encumbrance and the Promissory Note secured thereby, the Grantees, by acceptance of this Deed, agree to pay and discharge according to the terms thereof.

135811

JAN 25 1984
3:00

Location of above described property N/A
House No. Street

WITNESS the hand of said Grantors this 24th day of January A.D. 19 84

Juel Aikele

Mary Anne Aikele

State of Idaho
County of Butte: Bingham } On the 24th day of January A.D. 19 84

personally appeared before me JUEL AIKELE and MARY ANNE AIKELE,

the signer(s) of the within instrument, who [illegible] to me that they executed the same freely and voluntarily.

Notary Public
Residing at Aberdeen, Idaho
My commission expires Lifetime

MAIL DEED TO:
Steven Aikele
Route #1
Moore, Idaho 83255

MAIL TAX NOTICE TO:
Name Steven Aikele
Address Route #1
City & State Moore, Idaho Zip 83255

203—WARRANTY DEED

Printed and for sale by Byrne-York Company, Boise, Idaho

(Optional)

Recorded	☐	Platted	☐	Key Punched	☐	To Treasurer	☐
Microfilmed	☐	Deed Card	☐	Master File	☐		
Indexed	☐	Compared	☐	Abstracted	☐		

DO NOT WRITE ABOVE THIS LINE

WARRANTY DEED

STEVEN AIKELE and PEGGY AIKELE, Husband and Wife, GRANTOR(S)

of Moore, County of Butte, State of Idaho

hereby CONVEYS, GRANTS and WARRANTS TO

JUEL AIKELE and MARY ANNE AIKELE, Husband and Wife, GRANTEE(S)

whose current address is Route #1, Box 63 D, Moore, Idaho 83255

for the sum of TEN AND NO/100---------- Dollars ($ 10.00---)

the following described tract(s) of land in Butte County, State of Idaho:

A parcel of land in the SW¼NE¼, Section 30, Township 4 North, Range 26 East, Boise Meridian, described as follows:

Beginning at a point 2473.43 feet S. 0°21'24" W. of the Northwest corner of the NE¼NE¼ of said Section 30; thence N. 89°20'46" W. 55 feet to the West boundary line of a County Road; thence N. 0°21'24" E. 160 feet to the True Point of Beginning of the described parcel; thence continuing along the West boundary of said County Road N. 0°21'24" E. 350 feet to a point; thence S. 71° W., more or less, 560 feet to a point; thence South 40 feet to a point; thence S. 76° W., more or less, a distance of 550°, to the True Point of Beginning.

A sketch of the parcel is attached hereto for illustrative purposes. With respect to the description from Real Point of Beginning to Real Point of Beginning, distances shall control over angles, if either is not precisely accurate.

TM- 13607

11:00 Feb 8 1984

Location of above described property _____ House No. _____ Street

WITNESS the hand of said Grantors this day of January A.D. 19 84

Steven Aikele

Peggy Aikele

(NOTARY SEAL)

State of Idaho
County of Butte } ss. On the 6th day of ~~January~~ February A.D. 19 84

personally appeared before me STEVEN AIKELE and PEGGY AIKELE,

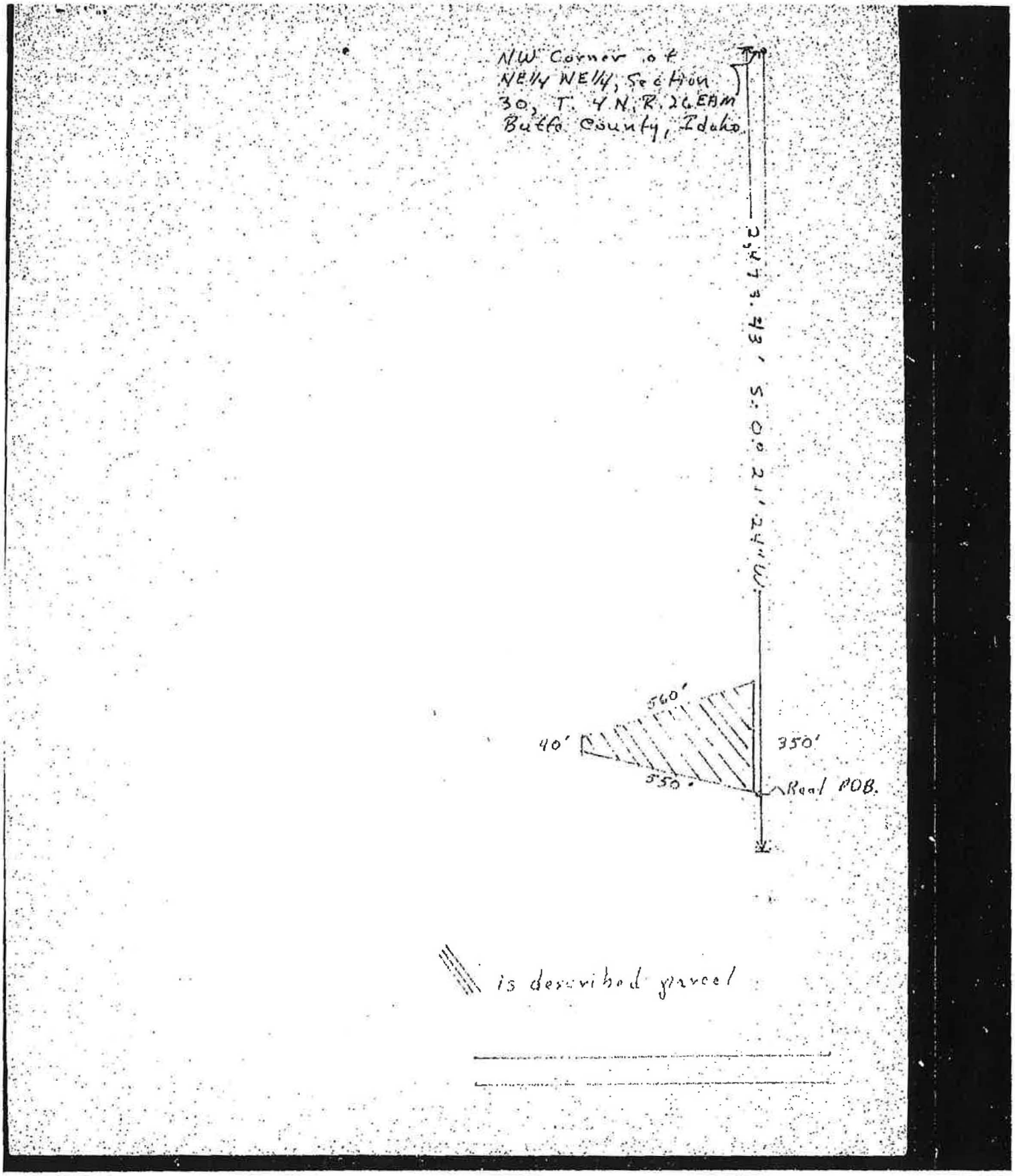
the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.

(NOTARY PUBLIC)

Residing at: Arco, Idaho My Commission expires: Lifetime

MAIL DEED TO:
Juel Aikele
Route #1, Box 63 D
Moore, Idaho 83255

MAIL TAX NOTICE TO:
Name Juel Aikele
Address Route #1, Box 63 D
City & State Moore, Idaho Zip 83255


NW Corner of
NE¼ NE¼, Section
30, T. 4 N. R. 2 E. BM
Butte County, Idaho
S. 0° 21' 24" W.
560'
40'
350'
350'
Real POB.
is described parcel

203—WARRANTY DEED

Printed and made by Byers-York Company, Boise, Idaho

(Optional)

Recorded	☐	Platted	☐	Key Punched	☐	To Treasurer	☐
Microfilmed	☒	Deed Card	☐	Master File	☐		
Indexed	☐	Compared	☐	Abstracted	☐		

(DO NOT WRITE ABOVE THIS LINE)

WARRANTY DEED

JUEL AIKELE and MARY ANNE AIKELE, Husband and Wife, GRANTOR(S)
of the County of Butte State of Idaho
hereby CONVEYS, GRANTS and WARRANTS TO

DON AIKELE and CAROLINE AIKELE, Husband and Wife, GRANTEE(S)
of the County of Butte State of Idaho
for the sum of FORTY THOUSAND AND NO/100---------- Dollars ($40,000.00)

the following described tract(s) of land in Butte County, State of Idaho:

The West Half of the Southwest Quarter of the Northeast Quarter (W½SW¼NE¼), the South Half of the Northwest Quarter (S½NW¼), and the North Half of the South Half (N½S½), Section 28, Township 4 North, Range 26 East, Boise Meridian, records of Butte County, Idaho.

17958

MAY 6 1975
2:45
Leann Wartchow

Location of above described property. _____
House No. Street

WITNESS the hand of said Grantors this _____ day of _____ A.D. 1975

Juel Aikele

Mary Anne Aikele

NOTARY SEAL

State of Idaho
County of Butte } ss. On the 5th day of May A.D. 19 75

personally appeared before me

JUEL AIKELE and MARY ANNE AIKELE

the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.

Notary Public

Residing at: Arco, Idaho My Commission expires: 11/1/78

MAIL DEED TO:
Mr. Don Aikele
Moore, Idaho 83255

MAIL TAX NOTICE TO:
Name Mr. Don Aikele
Address
City & State Moore, Idaho Zip. 83255

WARRANTY DEED

EXIE SOELBERG, as Personal Representative of the Estate of E. J. SOELBERG, deceased; EXIE A. SOELBERG, individually; WINSTON J. SOELBERG, DEAN S. SOELBERG, RAY BRUCE SOELBERG, MILEEN McKINNEY, MARILYN MORROW, BETTY LARSEN, RENEE PAGE, KENT DAVID SOELBERG, BRADLEY DALE SOELBERG, JANICE PEDERSEN, CORNELL BRENT SOELBERG and DOUGLAS EARL SOELBERG, each as the sole and separate property of such individual, hereinafter collectively called "GRANTOR", and JOEL AIKELE and MARY ANNE AIKELE, husband and wife, of Butte County, State of Idaho, hereinafter called "GRANTEE", for the sum of ONE HUNDRED TWENTY EIGHT THOUSAND AND NO/100 DOLLARS ($128,000.00), the following described tract of land in Butte County, State of Idaho:

TOWNSHIP 3 NORTH, RANGE 26 EAST, BOISE MERIDIAN, BUTTE COUNTY, IDAHO:

SECTION 6: S½S½ and N½S½.

RESERVING to Grantor any and all water rights appurtenant thereto, and FURTHER RESERVING to Grantor two (2) Easements and Rights-of-Way for waste water or irrigation ditches as follows:

No. 24009
FILED
AUG 22 1990
BUTTE COUNTY RECORDER

1. An Easement and right-of-way not more than 20 feet in width for such a ditch from the NW corner of the said N½S½ to the SW corner of the said N½S½.

2. An Easement and right-of-way for such a ditch from the SW corner of said N½S½, to the SE corner of the N½S½ of said Section; provided that with respect to said ditch, Grantor herein shall, in the event Grantor conveys water other than waste water through said ditch, install such structures in said ditch as shall be necessary to prevent washing and erosion of said ditch.

ALSO CONVEYING, Transferring and granting to the Grantee, 189 acres of "Normal Crop Acreage" (N.C.A.) of the total N.C.A. belonging to Grantor, as presently calculated by Butte County ASCS.

WITNESS The hand of said Grantor this 22nd day of November, 1979.

Exie Soelberg, as Personal Representative of the Estate of E. J. Soelberg, deceased

Exie A. Soelberg, Attorney in Fact

Winston J. Soelberg

Dean B. Soelberg

Kay Arbon Soelberg

Eileen Hekkanen

Marilyn Soelberg

Barry Pierson

Renee Page

Kent David Soelberg

Bradley Dale Soelberg

Dallas Pedersen

Carroll Reed Soelberg

Douglas Mark Soelberg

Exie A. Soelberg, Attorney in Fact

ALL OF ABOVE SIGNED BY EXIE A. SOELBERG, ATTORNEY IN FACT.

STATE OF IDAHO)
County of Bonneville) ss.

On this 21st day of February, 1983, before me, the undersigned, a Notary Public in and for said State, personally

appeared ERIK A. SORLBERG, known to me or by the person whose name is subscribed to the within instrument as the ATTORNEY IN FACT OF WINSTON J. SORLBERG, LEWIS S. SORLBERG, KAY BRUCE SORLBERG, EILEEN HORTENSEN, HARLEY E. SORLBERG, BETTY LARSEN, RENEE PAGE, KENT DAVID SORLBERG, BRADLEY DALE SORLBERG, JANICE ANDERSEN, CORNELL BRENT SORLBERG and DOUGLAS EARL SORLBERG, and acknowledged to me that s he subscribed the names thereof thereto as principal, and her own name as Attorney in Fact.

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

LLOYD E. [illegible]
NOTARY (SEAL)
PUBLIC
STATE OF [illegible]

Notary Public for Idaho
Residing at [illegible], Idaho.
My Commission expires: [illegible]

MAIL DEED AND TAX NOTICE TO:

Mr. and Mrs. Joel Akerlo
Arco, Idaho 83213

WARRANTY DEED

For Value Received

MICHAEL AIKELE and LORI L. AIKELE, husband and wife,

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

JUEL AIKELE and MARY ANNE AIKELE, husband and wife,

the grantees, the following described premises, to-wit: Burley County, Idaho,

That certain land and that certain irrigation equipment on attached Exhibit "A".

Conveyance is subject to two certain Real Estate Mortgages given by Grantors herein, to Farm Credit Services (Federal Land Bank of Spokane) which Real Estate Mortgages were recorded on December 18, 1984, and May 17, 1988, as Instruments No. 15241 and 20958, respectively.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee & their heirs and assigns forever. And the said Grantor s do hereby covenant to and with the said Grantees that they the owners 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:

Michael Aikele
MICHAEL AIKELE

Lori L. Aikele
LORI L. AIKELE

STATE OF Oregon County of Umatilla
On this 15th day of October, 1990, before me, a notary public in and for said State personally appeared

MICHAEL AIKELE and LORI L. AIKELE

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

Richard Lakewood
NOTARY PUBLIC FOR OREGON
Residing at Hermiston, Oregon
Comm. Expires My Commission Expires 8-2-91

STATE OF IDAHO, COUNTY OF
I hereby certify that this instrument was filed for record at the request of Juel Aikele

at 00 minutes past 2 o'clock P M. this 9th day of Oct 19 90, in my office and duly recorded in Book of Deeds at Page

Ex-Officio Recorder
By Mona Turner Deputy.

Fee $ 7.00
Mail to

2953

TRACT I:

Township 4 North, Range 25 East of the Boise Meridian
Section 25: NE¼, EXCEPTING: Beginning at the Northeast corner of the NE¼NW¼ of said Section 25, thence South along the East boundary of said NE¼NW¼ 850 feet; thence Northwesterly to a point on the North boundary line of said NE¼NW¼ which is 850 feet West of the point of beginning; thence E. along said NE¼NW¼ North Boundary 850 feet to the point of beginning.

Section 25: SE¼, EXCEPTING: Beginning at the Southeast corner of said Section 25, thence North 0°30'04" East along the East boundary of said Section 25, 205.47 feet; thence North 89°39'08" West parallel to the South boundary of said Section 25 529.88 feet; thence South 56°00'23" West 363.69 feet to the South boundary of said Section 25; thence South 89°39'08" East along the South boundary of said Section 25, 829.63 feet to the point of beginning.
ALSO EXCEPTING: Beginning at the Northeast corner of the SE¼ of said Section 25, which is the true point of beginning, and running thence South 850 feet to a point; thence in a Northwesterly direction to a point 850 feet West of the true point of beginning, thence East 850 feet to the true point of beginning.

Section 26: SE¼

TRACT II:

Township 3 North, Range 25 East of the Boise Meridian
Section 1: Lots 1 and 2; S½NE¼, EXCEPTING THEREFROM: an easement 30 feet in width adjacent to and North of the centerline of said Section 1, and running from the W. of said Section 1 to the County Road along the East line of said Section.

TRACT III:

A parcel of land in the NE¼NW¼ of Section 25, Township 4 North, Range 25 East of the Boise Meridian, described as
The Southwesterly boundary of such parcel is a straight line, drawn from a point 850 feet South of the Northeast corner of said NE¼NW¼ to a point 850 feet West of said Northeast corner; the Northeasterly boundary of such parcel is an arc, which intersects said straight line at each point of curve, with a radius of 1300 feet, center of circle at the center of the said NE¼.

TRACT IV:

A portion of the NW¼ of Section 8, Township 4 North, Range 26 East of the Boise Meridian, described as
Beginning at the Northeast corner of the NE¼NW¼ of said Section 8, thence South 75 feet; thence West 75 feet; thence North 75 feet; thence East 75 feet to the point of beginning.

Together with an undivided 50% interest in a 250 HP G.E. electric motor and a Johnston turbine pump and 425 feet, more or less, of steel mainline located off the above described land in the SW¼NW¼ of Section 5, Township 4 North, Range 26 East of the Boise Meridian, and any replacements thereof, all of which are hereby declared to be appurtenant thereto.

Together with a 250 HP G.E. electric motor, with an Aurora turbine pump, a 75 HP U.S. electric motor, with a Layne and Bowler turbine pump, a 40 HP U.S. electric motor with a Verti-Line turbine pump, a 40 HP U.S. electric motor with a Verti-Line turbine pump, a 100 HP G.E. electric motor with a Layne and Bowler turbine pump, a 125 HP G.E. electric motor with a Layne and Bowler turbine pump, and 1,300 feet of size 14 inch steel mainline, 5,800 feet of size 12 inch steel mainline, 5,800 feet of sizes 8 inch through 12 inch steel mainline, 1,900 feet of sizes 8 inch through 10 inch steel mainline, and (3) Hal Brown electric self-propelled, 14-tower, 1,300 foot length circular systems, and a Hal Brown electric self-propelled, 14-tower 1,300 foot length circular system, and any replacements thereof, all of which are hereby declared to be appurtenant thereto.

24453

Tract IV:

Township 3 North, Range 26 East, Boise Meridian

Section 5: SW¼SW¼

Section 6: S½S½

Excepting therefrom the following Parcels of Property:

Parcel One: That parcel of property heretofore conveyed by Grantors to DON AIKELE, et. ux., and have particularly described as follows:

A Parcel of land in Section 6, Township 3 North, Range 26 East, Boise Meridian, Being that portion of the Southwest Quarter and the West 450 feet of the Southeast Quarter of said Section, which is irrigated by a certain 11 Tower, 1560 Wade Rain Center Pivot Irrigation system.

Parcel Two: A Parcel of land in Sections 5 and 6, Township 3 North, Range 26 East of the Boise Meridian;

Being that portion of the South one-half of the SE¼, Section 6 and that portion of the SW¼SW¼, Section 5 which are irrigated by a certain 11 Tower, 1560 foot Wade Rain Center Pivot Irrigation system, which pivot has its center point in the NE¼, Section 7, said center point being located approximately 1120 feet South and 520 feet West of the SE Corner of Section 6.

Tract VI:

Township 3 North, Range 26 East, Boise Meridian

Section 7: The following 6 parcels of Land:

A Parcel of land in Sections 5 and 6, Township 3 North, Range 26 East of the Boise Meridian;

Being that portion of the South one-half of the SE¼, Section 6 and that portion of the SW¼SW¼, Section 5 which are irrigated by a certain 11 Tower, 1560 foot Wade Rain Center Pivot Irrigation system, which pivot has its center point in the NE¼, Section 7, said center point being located approximately 1120 feet South and 520 feet West of the SE Corner of Section 6.

Tract V:

Four Parcels of land in Section 7, Township 3 North, Range 26 East of the Boise Meridian being:

PARCEL 1

That portion of the Northwest Quarter of said Section which is not irrigated by a certain 11 Tower, 1560 feet Wade Rain Center Pivot sprinkler system, being in the Northwest Corner of such Northwest Quarter.

PARCEL II

That portion of the Northwest Quarter of said Section which is not irrigated by a certain 11 Tower, 1560 feet Wade Rain Center Pivot sprinkler system, being in the Southwest Corner of such Northwest Quarter.

PARCEL III

That portion of the Northwest Quarter and the West 450 feet of the Northeast Quarter of said Section which is not irrigated by a certain II Tower, 1560 feet Wade Rain Center Pivot sprinkler system, being in the Northeast Corner of such Northwest Quarter and the adjacent West 450 feet of the Northeast Quarter.

PARCEL IV

That portion of the Northwest Quarter and the West 450 feet of the Northeast Quarter of said Section which is not irrigated by a certain II Tower, 1560 feet Wade Rain Center Pivot sprinkler system, being in the Southeast Corner of said Northwest Quarter and adjacent West 450 feet of the Northeast Quarter.

WARRANTY DEED

For Value Received

DON AIKELE and CAROLINE AIKELE, Husband and Wife,

the grantors, do hereby grant, bargain, sell and convey unto
JUEL AIKELE and MARY ANN AIKELE, Husband and Wife,

the grantees, the following described premises, in Butte County, Idaho, to-wit:

A parcel of land more particularly described as follows: Beginning at the Southeast Corner of the SW¼SE¼, Section 17, Township 4 North, Range 26 East of the Boise Meridian, which is the real point of beginning; Thence North along the East boundary of said SW¼SE¼, 220 feet to a point; Thence at a right angle West 500 feet to a point; Thence at a right angle south 220 feet to a point on the South boundary of said SW¼SE¼; Thence East along said South boundary 500 feet to the true point of beginning. Together with all water and ditch rights appurtenant thereto, including, but not limited to 2.5 miner's inches from Big Lost River, with a priority date of 3/27/1889, Decree No. 421 together with the allocated storage right in Mackay reservoir, which passes with said Decree.

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

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

Dated: March 6, 1891

D. Aikele
DON AIKELE

Caroline Aikele
CAROLINE AIKELE

STATE OF IDAHO, COUNTY OF Butte
On this 6th day of March, 1891, before me, a notary public in and for said State personally appeared DON AIKELE and CAROLINE AIKELE, husband and wife,

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

Lorraine E. Wartchow
Notary Public
residing at Arco, Idaho
Comm. Expires 4-28-92

STATE OF IDAHO, COUNTY OF
I hereby certify that this instrument was filed for record at the request of WILLIAM G CARLSON

at 10 minutes past 10 o'clock A. M., this 6 day of MARCH, 1891, in my office, and duly recorded in Book of Deeds at Page

NONA FARMER
Ex-Officio Recorder

By Nona Farmer
Deputy.

Fees $ 3.00
Mail to:

246 19

WARRANTY DEED

For Value Received

JUEL AIKELE AND MARY ANN AIKELE, Husband and Wife,

the grantor s, do hereby grant, bargain, sell and convey unto
DON AIKELE AND CAROLINE AIKELE, Husband and Wife,

the grantee s, the following described premises, in Butte County, Idaho, to-wit:

Township 4 North Range 26 East of Boise Meridian.
A parcel of land more particularly described as follows:

Beginning at a point on the South Line of Section Seventeen (17), 650 feet East of the Southwest Corner of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) Seventeen (17); thence North 500 feet, to the true point of beginning; thence West 220 feet; thence North 500 feet; thence East 220 feet; thence South 500 feet, to the true point of beginning, together with the dwelling house, potato cellar, and other buildings located thereon.

Together with all water and ditch rights appurtenant thereto.

Grantors further relinquish to Grantees an easement for ingress and egress to said property, previously given by Grantees herein to Grantors herein.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s, their heirs and assigns forever. And the said Grantor s do hereby covenant to and with the said Grantees, that they are the owner s 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: March 6, 1991

JUEL AIKELE 3/6/91

MARY ANN AIKELE 3-7-91

STATE OF IDAHO, COUNTY OF Butte
On this 6th day of March, 19 91 before me, a notary public in and for said State personally appeared
JUEL AIKELE and ~~MARY ANN AIKELE~~, Husband and Wife,

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

Notary Public, Idaho
Residing at Arco
Comm. Expires 4-28-92

STATE OF IDAHO, COUNTY OF Butte
I hereby certify that this instrument was filed for record at the request of WILLIAM G CARLSON

at 15 minutes past 10 o'clock p m., this 8 day of MARCH 19 91, in my office, and duly recorded in Book of Deeds at Page

NONA FARMER
Ex-Officio Recorder

By Nona Farmer Deputy.

Fees $ 6.00
Mail to:

* SEE BACK FOR NOTARY FOR MARY ANNE AIKELE

24625

STATE OF IDAHO)
: ss.
County of Butte)

On this 7th day of March, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared MARY ANNE AIKELE, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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

William J Carlson
Notary Public for Idaho,
Residing at Arco, Idaho,
Commission Expires: 11/5/93

WARRANTY DEED

For Value Received

JUEL AIKELE AND MARY ANN AIKELE, husband and Wife,

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

STEVEN AIKELE and PEGGY AIKELE, Husband and Wife,

the grantee s, the following described premises, in Butte County, Idaho, to-wit:

A parcel of land more particularly described as follows: Beginning at the Southeast Corner of the SW¼SE¼, Section 17, Township 4 North, Range 26 East of the Boise Meridian, which is the real point of beginning; Thence North along the East boundary of said SW¼SE¼, 220 feet to a point; Thence at a right angle West 250 feet to a point; Thence at a right angle south 220 feet to a point on the South boundary of said SW¼SE¼; Thence East along said South boundary 250 feet to the true point of beginning. Together with all water and ditch rights appurtenant thereto, including, but not limited to 1.25 miner's inches from Big Lost River, with a priority date of 3/27/1889, Decree No. 421 together with the allocated storage right in Mackay Reservoir, which passes with said Decree.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s, their heirs and assigns forever. And the said Grantor s do 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: March 6, 1991

JUEL AIKELE - 3/6/91

MARY ANN AIKELE 3-7-91

STATE OF IDAHO, COUNTY OF Butte

On this 6th day of March, 1991, before me, a notary public in and for said State personally appeared JUEL AIKELE and ~~MARY ANN AIKELE, Husband and Wife~~

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

Notary Public

Residing at Arco, Idaho

Comm. Expires 4-28-92

STATE OF IDAHO, COUNTY OF

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

at 16 minutes past 10 o'clock? m., this 8 day of MARCH, 19 91, in my office, and duly recorded in Book of Deeds at Page

NONA PARKER
Ex-Officio Recorder

By Nona Farmer Deputy.

Fees $ 6.00

Mail to:

12962

* SEE BACK FOR NOTARY FOR MARY ANNE AIKELE

STATE OF IDAHO)
: ss.
County of Butte)

On this 7th day of March, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared MARY ANNE AIKELE, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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

Notary Public for Idaho,
Residing at Arco, Idaho,
Commission Expires: 11/5/92.

24521

NO. 027892

FILED

NOV 4 1993

10:43 A.M. P.M.

BUTTE COUNTY RECORDER

Anna Diaz

QUITCLAIM DEED

THIS INDENTURE, made this 13th day of September, 1993, between MICHAEL AIKELE and LORI L. AIKELE, husband and wife, the Party of the First Part, "Grantor" and JUEL AIKELE and MARY ANNE AIKELE, husband and wife, of Butte County, Idaho, the Party of the Second Part, "Grantee".

WITNESSETH:

That said Party of the First Part, for and in consideration of the sum of Ten Dollars ($10.00) lawful money of the United States of America and other valuable consideration to Party of the First Part in hand paid by the Party of the Second Part, the receipt whereof is hereby acknowledged, does by these presents demise, release and forever quit claim unto the said party of the second part, and to her heirs and assigns all the certain lot, piece, or arcel of land situate, lying and being in the County of Bonneville, State of Idaho, and bounded and described as follows:, to-wit:

> An undivided one-half interest in a well site easement and an irrigation pipeline easement, described as follows:
>
> Commencing at the South 1/4 corner of Section 5, Township 4 North Range 26 East of the Boise Meridian; thence N. 0°15'08" E., along the East Boundary of the West half of said Section 5, a distance of 3701.08 feet; thence N. 90°00'00" W., 82.87 feet to the radius point of a forty (40') foot diameter irrigation well site; thence N. 46°18'53" W., 20.00 ft. to the centerline Point of Beginning of a twenty-feet wide irrigation pipeline easement; thence North 46°18'53" W., along the centerline of said easement, a distance of 425.67 feet to the end of said easement. TOGETHER WITH an easement for ingress and egress access across the NW¼ Section 5, Township 4 North, Range 26 East, Boise Meridian, for the purpose of maintaining the well and pipeline system.

TO HAVE AND TO HOLD all and singular the above mentioned and described premises, together with the appurtenances, unto the Party of the Second Part, and to the Party of the Second Part's successors and assigns forever.

IN WITNESS WHEREOF, the said Party of the First Part has hereunto set his hand and seal the day and year first above written.

Michael Aikele

Michael Aikele

Lori L. Aikele

STATE OF Oregon)
: ss.
County of Umatilla)

ON THIS 13th day of September, 1993, before me, Steven C. Williams, a Notary Public in and for said State, personally appeared Michael Aikele and Lori L. Aikele, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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

OFFICIAL SEAL
STEVEN C. WILLIAMS
NOTARY PUBLIC-OREGON
COMMISSION NO. 014860
MY COMMISSION EXPIRES MAY 15, 1996

Notary Public for Oregon
Residing at: Hermiston Or
My commission expires: 5/15/96

027393
FILED
NOV 4 1993
10:43 A.M. P.M.
BUTTE COUNTY RECORDER

WARRANTY DEED

THIS INDENTURE, made this 3rd day of November, 1993, between JUEL AIKELE and MARY ANNE AIKELE, husband and wife of Moore, Butte County, Idaho, The Parties of the First Part, "Grantor" and M. TODD PERKES and NORMA L. PERKES, husband and wife, of Moore, Butte County, Idaho, the Parties of the Second Part, "Grantee".

WITNESSETH:

That said Party of the First Part, for and in consideration of the sum of Ten Dollars ($10.00) lawful money of the United States of America and other valuable consideration to Party of the First Part in hand paid by the Parties of the Second Part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and by these presents does grant, bargain, sell and convey and confirm unto the said Parties of the Second Part, and to Parties of the Second Part's successors and assigns, forever, the following described real estate situate in Butte County, State of Idaho, to-wit:

TRACT I

Township 4 North, Range 25 East of the Boise Meridian

Section 25: W½, EXCEPTING: Beginning at the Northeast corner of the NE¼NW¼ of said Section 25, thence South along the east Boundary of said NE¼NW¼ 850 feet; thence Northwesterly to a point on the North boundary lines of said NE¼NW¼ which is 850 feet West of the point of beginning; thence East along said NE¼NW¼ North Boundary 850 feet to the point of beginning.

Section 25: SE¼, EXCEPTING: Beginning at the Southeast corner of said Section 25, thence North 0°30'04" East along the East boundary of said Section 25, 205.17 feet; thence North 89°39'08" West parallel to the South boundary of said Section 25, 529.88 feet; thence South 56°00'23" West 363.69 feet to the South boundary of said Section 25; thence South 89°39'08" East along the South boundary of said Section 25, 829.63 feet to the point of

beginning.

ALSO EXCEPTING: Beginning at the Northeast corner of the SE¼ of said Section 25, which is the true point of beginning, and running thence South 850.00 feet to a point; thence in a northwesterly direction to a point 850.00 feet west of the true point of beginning, thence East 850 feet to the true point of beginning.

TRACT II

Township 3 North, Range 25 East of the Boise Meridian

Section 1: Lots 1 and 2; S½NE¼, EXCEPTING THEREFROM: an easement 30 feet in width adjacent to and North of the centerline of said Section 1, and running from the W½ of said Section 1 to the County Road along the East line of said Section.

TOGETHER WITH 432½ shares of stock in the Timber Dome Canal Company.

TRACT III

An undivided one-half interest in a well site easement and an irrigation pipeline easement, described as follows:

Commencing at the South 1/4 corner of Section 5, Township 4 North Range 26 East of the Boise Meridian; thence N. 0°15'08" E., along the East Boundary of the West half of said Section 5, a distance of 3701.08 feet; thence N. 90°00'00"W., 82.87 feet to the radius point of a forty (40') foot diameter irrigation well site; thence N. 46°18'53" W 20 feet to the center line point of beginning of a twenty-feet wide irrigation pipeline easement; thence North 46°18'53" W, along the centerline of said easement, a distance of 425.67 feet to the end of said easement. TOGETHER WITH an easement for ingress and egress access across the NW¼ Section 5, Township 4 North, Range 26 East, Boise Meridian, for the purpose of maintaining the well and pipeline system. TOGETHER WITH 4.31 cfs of ground water pursuant to

Ground Water License No. 34-7122.

TRACT IV

A portion of the NW¼ of Section 8, Township 4 North, Range 26 East of the Boise Meridian, described as:

Beginning at the Northeast corner of the NW¼NW¼ of said Section 8, thence South 75 feet; thence West 75 feet; thence North 75 feet; thence East 75 feet to the point of beginning. TOGETHER WITH 5.62 cfs of ground water pursuant to Ground Water License No. 34-7035.

TRACT V

An easement for right-of-way, passage and operation of a center pivot system over a parcel of land located in the NE corner of the NE¼NW¼ of Section 25, Township 4 North, Range 25, East of the Boise Meridian, Butte County, Idaho as disclosed in Grant of Easement recorded December 20, 1984 as instrument No. 15291, records of Butte County, Idaho and more particularly described as follows:

The Southwesterly boundary of such parcel is a straight line, drawn from a point 850 feet South of the NE corner of said NE¼NW¼, to a point 850 feet West of the NE corner; the Northeasterly boundary of such parcel is an arc, which has a radius of 1320 feet, center of circle at the center of the said NW¼.

TRACT VI

An easement for right-of-way, passage and operation of a center pivot system over a parcel of land located in the NE corner of the NE¼SE¼, Section 25, Township 4 North, Range 25, East of the Boise Meridian, Butte County Idaho as disclosed in Grant of Easement recorded December 20, 1984 as instrument No. 15284, records of Butte County, Idaho and more particularly described as follows:

The Southwesterly boundary of such parcel is a straight line, drawn from a point 850 feet South of the NE corner of said NE¼SE to a point 850 feet West of the NE corner; the Northeasterly boundary of such parcel is an arc, which intersects a radius of 1320 feet, center of circle at the center of the said SE¼.

TRACT VII

An easement and right-of-way over the NW¼NW¼, Section 8, Township 4 North, Range 26 East, Boise Meridian, for the purpose of constructing, re-constructing, repairing, maintaining and operating two certain irrigation water pipelines in a generally East to West direction, which pipelines have previously been constructed and are presenting existing, for the purpose of carrying water of Water User up to the capacity of the said existing pipelines as the same is disclosed in Easement For Irrigation Water, recorded June 3, 1976 as instrument no. M-4984, records of Butte County, Idaho.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversions, remainder and remainders, and rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said Party of the First Part.

TO HAVE AND TO HOLD all and singular the above mentioned and described premises, together with the appurtenances, unto the Parties of the Second Part, and to Parties of the Second Part's successors and assigns forever. And the said Party of the First Part, and the said Parties of the First Part's heirs and successors, shall and will warrant and by these presents forever defend the said premises in the quiet and peaceable possession of the said Parties of the Second Part, and Parties of the Second Part's successors and assigns, against the said Party of the First Part, and Party of the First Part's heirs and successors, and against all and every person and persons whomsoever, lawfully claiming or to claim the same. In construing this deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the said Party of the First Part has hereunto set its/their hand and seal the day and year first above written.

Juel Aikele

Mary Anne Aikele

STATE OF IDAHO)
: ss:
County of Butte)

On this 3rd day of November, 1993, before me, Lyle B. Boyer, a Notary Public in and for the State of Idaho, personally appeared Juel Aikele and Mary Anne Aikele, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

LYLE B. BOYER NOTARY PUBLIC STATE OF IDAHO

Lyle B. Boyer
NOTARY PUBLIC for Idaho
Residing at Arco, Idaho
Commission Expires 5-31-97

FILE No. _____ INSTRUMENT No. 30151

WARRANTY DEED

FOR VALUABLE CONSIDERATION RECEIVED, JUEL AIKELE and MARY ANNE AIKELE, husband and wife, the Grantor, does hereby grant, bargain, sell and convey unto ERIC M. AIKELE and JANET A. AIKELE Husband and Wife, the Grantee, whose current address is 3533 West 2500 North Arco, ID. 83213, the following described real estate situated in Butte County, State of Idaho, to-wit:

A plot of land with an existing house and yard owned by Eric and Janet Aikele.

This plot of land is in Section 31, Township 4 North, Range 26 East, Boise Meridian, Butte County, State of Idaho, more particularly described as follows:

Beginning at a point 1350 feet west of the NE corner of Section 31, which is the NE corner of the plot of land; then W 250 feet; thence South 400 feet; then East 250 feet; thence North 400 feet to the NE corner of the plot of land.

Approximately 2.3 acres.

TO HAVE AND TO HOLD the said premises, together with all tenements, hereditaments and appurtenances thereunto belonging, unto the said Grantee, his successors and assigns forever. Grantor does hereby covenant to and with the said Grantee that IT is the owner in fee simple of said premises and that IT will warrant and defend the same from all lawful claims whatsoever.

In construing this Deed and where the context so requires, the singular includes the plural and the masculine, the feminine and neuter.

DATED: April 18, 1996

Juel Aikele

Mary Anne Aikele

STATE OF IDAHO, County of Butte

On this 18 day of April 19 96 before me, , a Notary Public in and for the said State personally appeared

Juel Aikele & Mary Anne Aikele

Known to me to be the person(s) whose name(s) subscribed to the within instrument, and acknowledges to me that they executed the same.

Notary Public, Idaho

Residing at Arco

Comm. Expis. 6-20-97

THIS SPACE FOR COUNTY RECORD'S USE ONLY.

NO. 030151 RECORDED

APR 18 1996

10:05 A.M. P.M. BUTTE COUNTY RECORDER

IDAHO TITLE & TRUST COMPANY

031140

WARRANTY DEED

For Value Received HERMAN AIKELE and ATHA AIKELE, Husband and Wife, of Butte County, Idaho,

The grantor s, do hereby grant, bargain, sell and convey unto JOEL AIKELE and MARY ANNE AIKELE, Husband and Wife

the grantee s, whose current address is Box 60-D, Moore, Idaho 83255

the following described premises, in Butte County Idaho, to-wit:

Section 31: Beginning at the NE corner of said Section; thence South 3,740 feet; thence West 1,410 feet; thence North 3,740 feet; thence East 1,410 feet to the point of beginning, EXCEPTING THEREFROM the following described tract: Beginning at the NE corner of Section 31; thence South 371 feet to the True Point of Beginning of said exception; thence South 650 feet; thence West 200 feet; thence North 650 feet; thence East 200 feet to the point of beginning.

Together with a non-exclusive right to use an existing easement for irrigation system from the NW corner of Section 29, Township 4 North, Range 26, E.B.M., running thence South approximately 1320 feet; thence Southeasterly approximately 1980 feet to a point approximately 400 feet South of the NE corner of the NW¼SW¼; thence Southwesterly approximately 2640 feet to a point 50 feet West of the SE corner of the SE¼ of Section 30 said Township and Range, thence West along the North line of Section 31, a distance of 200 feet more or less, to the remainder of the premises covered by this Deed. Said easement appears of record as instrument No. M-5655, M-5494, Records of Butte County, Idaho.

Together with a 60% interest in an equipped Irrigation Well, with pump, motor and electrical equipment, and State of Idaho Water License No. 34-2429, 40% of which is owned by Gerald Stewart.

(Continued on Reverse)

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s their heirs and assigns forever. And the said Grantor s do hereby covenant to and with the said Grantees, that they are the owner s 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: January 16, 1984

Herman Aikele
HERMAN AIKELE

Atha Aikele
ATHA AIKELE

STATE OF IDAHO, COUNTY OF Butte

On this 16th day of January, 19 84, before me, a notary public in and for the said State, personally appeared HERMAN AIKELE and ATHA AIKELE

known or identified to me to be the person s whose name s is subscribed to the within instrument, and acknowledged to me that they executed the same.

NOTARY PUBLIC

Notary Public
Residing at Arco, Idaho
Comm. Expires 11/7/87

STATE OF IDAHO, COUNTY OF Butte

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

at 9:50 minutes past 9 o clock AM, this 17th day of March, 19 84 in my office, and duly recorded in Book of Deeds at Page

Ex-Officio Recorder

By Deputy

Fees $

Mail to:

Together with an easement for ingress and egress to such well and a mainline, and for operation, maintenance, repair and reconstruction said well and mainline, located in the NW¼NW¼, Section 20, Township 4 North, Range 26 East, Boise Meridian, Butte County, Idaho.

Together with 40% of Sellers' Barley and Wheat Allotments from ASCS, USDA.

AND THE FOLLOWING PERSONAL PROPERTY:

1. Four (4) Wade Rain-Brand Wheellines, with motors.
2. 1400 feet of buried steel irrigation mainline.
3. Close coupled Turbine Pump, with 60 h.p. U.E. Motor.
4. 60% interest in A.O. Smith Motor, with Western Land Roller Pump.

V.a.
A.a.

FILE No. 4813-LRT INSTRUMENT No. _____

WARRANTY DEED

FOR VALUABLE CONSIDERATION RECEIVED ADA STRICKLAN, a single person, the Grantor, does hereby grant, bargain, sell and convey unto LARRY PIATT and COLLEEN PIATT, husband and wife, the Grantee, whose current address is P.O. Box 713, Arco, ID 83213, the following described real estate situated in BUTTE County, State of Idaho, to-wit:

See attached "Exhibit A"

SUBJECT TO: all easements, rights of way, covenants, restrictions, patent reservations, applicable building and zoning ordinances and use regulations and restrictions and accruing taxes, of record.

TO HAVE AND TO HOLD the said premises, together with all tenements, hereditaments and appurtenances thereunto belonging, unto the said Grantee, his successors and assigns forever. Grantor does hereby covenant to and with the said Grantee that IT is the owner in fee simple of said premises and that IT will warrant and defend the same from all lawful claims whatsoever.

In construing this Deed and where the context so requires, the singular includes the plural and the masculine, the feminine and neuter.

DATED: March 19, 1994

Ada Stricklan

Ada Stricklan

by Fuel Aikele atty in fact

STATE OF IDAHO, County of BUTTE

On this 19th day of March 1994

THIS SPACE FOR COUNTY RECORD'S USE ONLY.

STATE OF IDAHO, COUNTY OF Butte } ss.

On this 19th day of March in the year 1994 before me, a Notary Public, personally appeared Fuel Aikele known or identified to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Ada Stricklan and acknowledged to me that he subscribed the name of Ada Stricklan thereto as principal, and his (her) own name as attorney in fact.

Notary Public residing at Arco, Idaho

NOTARY PUBLIC

NO. 027778

FILED

MAR 21 1994

10:01 A.M. P.M.

BUTTE COUNTY RECORDER

IDAHO TITLE & TRUST COMPANY

Escrows • Title Insurance

EXHIBIT "A"

TOWNSHIP 4 NORTH, RANGE 26 EAST, BOISE MERIDIAN, BUTTE COUNTY, IDAHO.

PARCEL I:

SECTION 25: A fraction of the SE1/4SW1/4, described as follows: Beginning at a point 970.2 feet West and 25 feet North from the Southeast corner of the Southwest Quarter of said Section 25; thence North 250 feet; thence West 100 feet; thence South 250 feet; thence East 100 feet to the POINT OF BEGINNING.

PARCEL II:

A fraction of the SE1/4SW1/4 of Section 25, Township 4 North, Range 26 East of the Boise Meridian as follows: Beginning at a point 955.2 West and 25 feet North from the Southeast corner of the Southwest Quarter of said Section 25; thence North 250 feet; thence West 15 feet; thence South 250 feet; thence East 15 feet to POINT OF BEGINNING.

IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

June 24, 2026

MICHAEL P LAWRENCE
PO BOX 2720
BOISE ID 83701

JOEL S ANDERSEN
BELVA ANDERSEN
2791 N 3375 W
MOORE ID 83255-8715

RE: Change of Ownership to Joe & Belva Andersen for Water Right 34-10036

Dear Mr. Lawrence, Joel Andersen & Belva Andersen:

The Department of Water Resources (Department) received your request to update the ownership of water right 34-10036 to Joel & Belva Andersen. After reviewing your request, the Department's legal staff agreed with your findings.

Water right 36-10036 was decreed in the Snake River Basin Adjudication (SRBA) Court in 1998. The previous 2011 Department Memorandum stated that the ownership change to Natural Guardian was based on a pre-decree 1988 water exchange agreement. A decree issued by the SRBA Court constitutes a final determination of ownership. The SRBA Court decreed water right 34-10036 to Kirby Jensen. Because Mr. Jensen didn't own the land where the water was used in 1998 when the decree was issued, the decree separated the water right ownership from the land ownership. The Idaho Supreme Court case *First Security Corp. v. Belle Ranch, LLC,* 165 Idaho 733, (2019) dealt with the same issue.

Mr. Jensen did not convey the water right to Aikele or Natural Guardian after the decree was issued so the ownership change completed in August 2010 should not have included water right 34-10036. As such, the ownership change completed in 2019 for water right 34-10036 that updated the ownership to Premiere Partners IV, LP was done in error also.

The Department modified its records and has enclosed a computer-generated report for you. If you have any questions concerning the enclosed information, please contact me at (208) 287-4942.

Sincerely,

Jean Hersley

Jean Hersley
Technical Records Specialist II

Enclosure

IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little **Director Mathew Weaver**

June 24, 2026

PREMIERE PARTNERS IV, LP
197 CLAREENDON ST C-08-99
BOSTON MA 02116-5010

NATURAL GUARDIAN
PO BOX 50305
IDAHO FALLS ID 83405

RE: Change of Ownership to Joe & Belva Andersen for Water Right 34-10036

Dear Interested Parties:

The Department of Water Resources (Department) received a request to update the ownership of water right 34-10036 to Joel & Belva Andersen. After reviewing the request, the Department's legal staff found the previous ownership changes for water right 34-10036 were completed in error.

Water right 36-10036 was decreed in the Snake River Basin Adjudication (SRBA) Court in 1998. The previous 2011 Department Memorandum stated that the ownership change to Natural Guardian was based on a pre-decree 1988 water exchange agreement. A decree issued by the SRBA Court constitutes a final determination of ownership. The SRBA Court decreed water right 34-10036 to Kirby Jensen. Because Mr. Jensen didn't own the land where the water was used in 1998 when the decree was issued, the decree separated the water right ownership from the land ownership. The Idaho Supreme Court case *First Security Corp. v. Belle Ranch, LLC,* 165 Idaho 733, (2019) dealt with the same issue.

Mr. Jensen did not convey the water right to Aikele or Natural Guardian after the decree was issued so the ownership change completed in August 2010 should not have included water right 34-10036. As such, the ownership change completed in 2019 for water right 34-10036 that updated the ownership to Premiere Partners IV, LP was done in error also.

The Department modified its records and has enclosed a computer-generated report for you. If you have any concerns with the enclosed information, you can file a quiet title action in District Court. Idaho Code §42-248(8) states that water right ownership may be settled in a quiet title action pursuant to Idaho Code §6-401.

Sincerely,

Jean Hersley
Technical Records Specialist II

Enclosure

MEMORANDUM

June 24, 2026

Water Right: 34-10036

Author: jhersley

Subject: Ownership Change

On May 27, 2026, the Department received a letter from Michael P Lawrence regarding previous ownership changes that were completed for this water rights. After the Department's legal staff reviewed, the Department agreed with Mr. Lawrence.

Water right 36-10036 was decreed in the Snake River Basin Adjudication (SRBA) Court in 1998. The previous 2011 Department Memorandum stated that the ownership change to Natural Guardian was based on a pre-decree 1988 water exchange agreement. A decree issued by the SRBA Court constitutes a final determination of ownership. The SRBA Court decreed water right 34-10036 to Kirby Jensen. Because Mr. Jensen didn't own the land where the water was used in 1998 when the decree was issued, the decree separated the water right ownership from the land ownership. The Idaho Supreme Court case First Security Corp. v. Belle Ranch, LLC, 165 Idaho 733, (2019) dealt with the same issue.

Mr. Jensen did not convey the water right to Aikele or Natural Guardian after the decree was issued so the ownership change completed in August 2010 should not have included water right 34-10036. As such, the ownership change completed in 2019 for water right 34-10036 that updated the ownership to Premiere Partners IV, LP was done in error also.

An ownership change was filed on behalf of Joel & Belva Andersen for water right 34-10036. This ownership was completed and the current owners of this water right are Joel & Belva Andersen.

Petula Lee

From: Michael P. Lawrence <mpl@givenspursley.com>
Sent: Friday, June 5, 2026 1:44 PM
To: Petula Lee
Subject: RE: Department of Water Resources - Notice of Ownership Change Re: 34-10036 Joel and Belva Andersen [GP-DMS.015026.0002.FID1313008]
Attachments: 34-10036 Change of Ownership 2026-06-04_19536448_1.pdf; Andersen_Request for Ownership Change 34-10036_28May2026.pdf

Categories: Purple Category

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Petula,

Attached is a new Notice of Change in Water Right Ownership. My May 27, 2027 letter (copy attached) was sent to the landowner of record to satisfy Item 6 in the Notice.

Please let me know if you have any questions or need further information.

Thanks,
Mike

MICHAEL P. LAWRENCE
GIVENS PURSLEY LLP
601 West Bannock Street, Boise, ID 83702
main 208-388-1200
direct 208-388-1294
fax 208-388-1300
mpl@givenspursley.com
www.givenspursley.com

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From: Petula Lee <petula.lee@idwr.idaho.gov>
Sent: Wednesday, June 3, 2026 11:24 AM
To: Michael P. Lawrence <mpl@givenspursley.com>
Subject: RE: Department of Water Resources - Notice of Ownership Change Re: 34-10036 Joel and Belva Andersen [GP-DMS.015026.0002.FID1313008]

EXTERNAL

Thank you!

Petula Lee
Technical Records Specialist I
Idaho Department of Water Resources
P: (208) 287-4978
E: petula.lee@idwr.idaho.gov
https://idwr.idaho.gov/

IDAHO DEPARTMENT OF
WATER RESOURCES

From: Michael P. Lawrence <mpl@givenspursley.com>
Sent: Wednesday, June 3, 2026 10:01 AM
To: Petula Lee <petula.lee@idwr.idaho.gov>
Subject: RE: Department of Water Resources - Notice of Ownership Change Re: 34-10036 Joel and Belva Andersen [GP-DMS.015026.0002.FID1313008]

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Petula,

I am getting a new Notice of Change form from my client and will return it to you shortly.

Thanks,
Mike

MICHAEL P. LAWRENCE
GIVENS PURSLEY LLP
601 West Bannock Street, Boise, ID 83702
main 208-388-1200
direct 208-388-1294
fax 208-388-1300
mpl@givenspursley.com
www.givenspursley.com

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From: Petula Lee <petula.lee@idwr.idaho.gov>
Sent: Wednesday, June 3, 2026 9:58 AM
To: Michael P. Lawrence <mpl@givenspursley.com>
Subject: FW: Department of Water Resources - Notice of Ownership Change Re: 34-10036 Joel and Belva Andersen

EXTERNAL

From: Petula Lee <petula.lee@idwr.idaho.gov>
Sent: Thursday, May 28, 2026 2:41 PM
To: mpl@givenspursley.com
Cc: Petula Lee <petula.lee@idwr.idaho.gov>
Subject: Department of Water Resources - Notice of Ownership Change Re: 34-10036 Joel and Belva Andersen

Re: Joel and Belva Andersen

Dear Mr. Lawrence,

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges receipt of your request of Change in Water Right Ownership for 34-10036, filing fee of $25 and other supporting documents. Our review of your supporting documents indicates that additional information is required before the Department can process the change. The information required is indicated below:

- Completed Notice of Change of Water Right Ownership

Attached is a blank Notice to be completed and returned to me at the Petula.lee@idwr.idaho.gov. Your attention to this matter is greatly appreciated.

Thank you!

Petula Lee
Technical Records Specialist I
Idaho Department of Water Resources
P: (208) 287-4978
E: petula.lee@idwr.idaho.gov
https://idwr.idaho.gov/

IDAHO DEPARTMENT OF
WATER RESOURCES

GIVENS PURSLEY LLP
Attorneys and Counselors at Law

601 W. Bannock Street
PO Box 2720
Boise, ID 83701
Main: 208-388-1200
www.givenspursley.com

Michael P. Lawrence
Direct: 208-388-1294
mpl@givenspursley.com

RECEIVED
MAY 27 2026
DEPT. OF WATER RESOURCES

May 27, 2026

Via Hand Delivery
Idaho Department of Water Resources
322 E. Front Street
Boise, Idaho 83702

Re: Water Right No. 34-10036; Change of Ownership to Joel and Belva Andersen

To Whom it May Concern:

This firm represents Joel and Belva Andersen (together, "Andersen"). Attached hereto is a *Notice of Change in Water Right Ownership* form previously submitted by Andersen in 2011, which I am resubmitting together with a check for $25. Andersen requests that the Department change its records to reflect Andersen as the owner of Water Right No. 34-10036 (the "Water Right").[1]

In February 2011, the Department incorrectly rejected Andersen's change of ownership request for the Water Right and instead approved an ownership change for the Water Right in favor of Natural Guardian Limited Partnership ("Natural Guardian"). As explained in a memorandum dated February 16, 2011, the Department based this ownership determination on a 1988 water exchange agreement executed by Andersen's predecessors-in-interest, Kirby and Sharon Jensen (together, "Jensen"), and Natural Guardian's predecessors-in-interest Juel and Mary Anne Aikele (together, "Aikele"). A copy of the 2011 memorandum (which includes the exchange agreement) is enclosed with this letter.

Contrary to the reasoning in the 2011 memorandum, Andersen owns the Water Right. As explained by the Idaho Supreme Court in *First Security Corp. v. Belle Ranch, LLC*, 165 Idaho 733, 451 P.3d 446 (2019) ("*Belle Ranch*"), a partial decree issued by the SRBA Court constitutes a final determination of ownership as of the date of that decree. Here, the SRBA Court decreed the Water Right to Kirby Jensen in 1998. Jensen did not convey the Water Right to Aikele or Natural Guardian after the 1998 decree issued, let alone prior to 2006 when Aikele deeded their property to Natural Guardian. Aikele therefore did not own and could not convey the Water Right to Natural Guardian in 2006.

[1] The Department already processed the change of ownership for water right nos. 34-7210A and 34-93. This letter concerns only water right no. 34-10036.

In 2010, Jensen specifically included the Water Right in a deed to Andersen, a copy of which is included with the enclosed *Notice of Change in Water Right Ownership*. Accordingly, Andersen requests that the Department update its records to reflect Andersen as the owner of the Water Right.

Sincerely,

Michael P. Lawrence

Enclosures

cc (via U.S. Mail):

Premiere Partners IV, L.P.
197 Clarendon Street, C-08-99
Boston, MA 02116-5010