

184⁰²

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

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

CIVIL CASE NUMBER: 39576

Ident. Number: A21-00022
Date Received: 3/09/1989
Receipt No: M003006
Received By: DA5

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: RALPH D. MILLER 208-624-7724
Address: P.O. BOX 60
CHESTER, ID 83421

2. Date of Priority: SEP 26, 1889

3. Source: FALLS RIVER Trib. to: HENRYS FORK

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
08N	42E	20	SE	SW	SE		FREMONT

5. Description of diverting works:
HEADGATE OF THE CHESTER CANAL SPRINKLER SYSTEM.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	5.200		

7. Total Quantity Appropriated is:
5.200 C.F.S. (and/or) A.F.A.

8. Total consumptive use is 460.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
08N	42E	19	SE	SW		IRR	34.0

Section Acres 34.0



10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
08N	42E	29	NE	NE		IRR	15.0
			NW	NE		IRR	15.0
			SW	NE		IRR	40.0
			SE	NE		IRR	40.0
			NE	NW		IRR	20.0
			SE	NW		IRR	20.0

Section Acres 150.0

Total Acres 184.0

11. Place of use in counties: FREMONT

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
5 SHARES OF CHESTER WATER.

14. Remarks:
TRANS. 2096.

15. Basis of Claim: DECREED
Case Number:
Court :
Decree date:

REXBURG IRRIGATION CO.
Decree Plaintiff

vs

TETON IRRIGATION CANAL CO. ET.
Decree Defendant

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do do not 1 wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 0

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): Ralph D. Miller Date: 3/10/89
Date:

State of Idaho)
County of Fremont) SS.

Subscribed and sworn (or affirmed) before me this 10th day
of March 19 89 Anthony S. O'Connell
Notary Public

Seal

Residing at Idaho Falls
My Commission Expires 7/12/1994



RONALD CARLSON
WATERMASTER

(208) 525-7172
Fax (208) 525-7177

State of Idaho

Water District 1

900 N. Skyline Dr., Suite A
Idaho Falls, Idaho 83402-1718

MEMORANDUM

IDWR DIRECTOR
KARL J. DREHER

COMMITTEE OF NINE

CHAIRMAN
Dell Raybould

VICE CHAIRMAN
Leonard Beck

Larry Kerbs
St. Anthony

Paul Berggren
Blackfoot

Dale Rockwood
Idaho Falls

DeWitt Moss
Jerome

Don Kramer
Castleford

Claude Storer
Idaho Falls

Don Hale
Blackfoot

TO: Sharon Fisher (Fax: 624-7566)
FROM: Tony Olenichak, Deputy Watermaster
DATE: March 26, 1999
RE: Water Right 21-00022, Ralph D. Miller, Falls River

I've reviewed the map you sent to Alan Ruberry along with the *Notice of Change of Water Right Ownership* you sent to the Idaho Department of Water Resources (IDWR) and discussed in our telephone conversation March 26, 1999. There are two Falls River irrigation water rights listed on your *Notice of Change of Water Right Ownership*: 21-00173 and 21-00022.

Water Right 21-00173 is described as 6.0 cfs diverted from Falls River using a pump located in the SW $\frac{1}{4}$ of Section 20, T8N, R42E, with a priority of April 1, 1939. It appears that this entire right may be appurtenant to your property. This water right allows you to irrigate with 6.0 cfs of Falls River water whenever the April 1, 1939 priority is being delivered by Water District #1 during the irrigation season. Last year the April 1, 1939 water rights on Falls River were delivered up until July 9th when water levels dropped and it was necessary to "cut" the 1939 rights to satisfy senior water rights (water rights with earlier priority dates). In dry years, the April 1, 1939 water rights may be cut much earlier in the year. For example, in 1994, the 1939 water right was cut on April 27th.

It doesn't appear this right has been used recently according to the Water District #1 records. If you plan on using this right in the future, please contact Val Richards (the deputy watermaster in your area, 624-7189) to notify him of the location and type of pump you will be using to divert the water. If you wish to change the use of this water right from irrigation to wildlife purposes, or change the point-of-diversion to the McBee Ditch as we discussed in our telephone conversation, you must file a *Notice of Transfer of Water Right*. Contact Harold Jones, IDWR (525-7161), for the requirements needed to complete the transfer of water right.

Water right 21-00022, previously owned by Ralph D. Miller, for 5.2 cfs to irrigate 119 acres with a priority date of September 26, 1889 from the Chester Canal does not currently cover any of your property owned in Sections 19 and 20, Township 8 N, Range 42 E. The copy of your deed indicates that Mr. Miller apparently wished to transfer a portion, 0.4 cfs (20 miners inches), of this water right to your property. However, a *Transfer of Water Right* was never completed with the IDWR as required to move the water right from its current location in Section 29 and the SESW Section 19, Township 8 N, Range 42E, to your property.

Page -2-
Sharon Fisher

At one time the water right appears to have been appurtenant to your property, but Mr. Miller moved the water to other properties in Transfer #3347, dated March 22, 1989. Mr. Miller stated in Transfer #3347: "Land being irrigated are being used for a gravel pit and will come out of production. The remainder will be irrigated with stored supplies until it is mined." Apparently the storage water he is referring to is the same 20 acre-feet of Fremont-Madison storage water shown in your deed.

In order to get the 0.4 cfs (20 miners inches) moved back to your property, the current owner(s) of the property described in Water Right 21-00022 (Transfer #3347) must be willing to complete a "Transfer of Water Right" with the Idaho Department of Water Resources to move a portion of the water right back to your property. Harold Jones can guide you through the necessary procedures required for this action.

Water right 21-00022 with a priority date of September 26, 1889 is delivered to water users for a much longer period of time than water rights with a priority date of April 1, 1939. In good water supply years, such as last year, the 1889 water right was never cut. In other words, you could have used the water right continuously throughout the entire irrigation season. In poor water supply years it may be cut in the early summer. In 1994, the September 26, 1889 water rights on Falls River were cut on July 4th to satisfy senior water rights.

As for the 20 acre-feet of Fremont-Madison storage water, I would recommend you talk to Dale Swensen, manager of the Fremont-Madison Irrigation District in St. Anthony, concerning the current ownership. If it is possible to have Fremont-Madison storage water delivered to your property, Mr. Swensen should notify both me and Val Richards as to the location and method (pump or canal) that will be used to divert the water.

RECEIVED

MAR 17 1999

Department of Water Resources
Eastern Region

March 16, 1999

Al Ruberry
900 N. Skyline
Idaho Falls, Idaho 83401

RE: Water rights on Fall River Properties

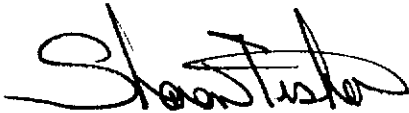
Dear Mr. Ruberry,

As per our conversation of March 12, 1999, I have enclosed a copy of Warranty Deed and our most current project map.

I found our conversation most enlightening. We are unsure how fast our project will move in the future. However, we do intend to call for our water and consider some changes.

Please feel free to contact us about any questions you might have.

Yours truly,

A handwritten signature in black ink, appearing to read "Sharon Fisher", with a stylized, cursive script.

Sharon Fisher

DELOG JH
1-11-99
AR 1-12-99

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

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right or Adjudication Claim No(s): ~~Not NEAP~~ NOT PART OF SALE 20" Fall River
A21-10758, A21-00022, A21-00173
2. The following **REQUIRED** information must be submitted with this form:

A. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**

AND

B. **PLAT OF PROPERTY** or **SURVEY MAP** for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)

OR

C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency **AERIAL PHOTO** with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant

Ralph D Miller
3001 E 800 N PO Box 607
St Anthony, ID 83445 Chester, ID 83112

4. New Owner/Claimant(s)

Robert J & Sharon H Fisher

Name Connector (Check one): ☐ and ☐ or ☒ and/or

New Mailing Address

PO Box 607

City, State and ZIP Code

St Anthony, ID 83445

New Telephone Number

(208) 624-4356

5. Date you acquired the property

12-11-98

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

Number of acres you irrigate 100 Number and type of stock _____

Diversion rate in CFS _____ Number of homes 16 Other uses _____

If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner or Claimant(s)

[Signature]

Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign this form.

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

RECEIVED
JAN 11 1999
Department of Water Resources
Eastern Region

INSTRUCTIONS

This form has been prepared to Code. Section 42-248 requires address or ownership of all or must notify IDWR of any change in new owner.

Separate brochures are available in ownership. Please contact completing this form. Please see the form.

1. If there are water rights a claim number(s). Please numbers are unknown, you claims for the rights are r
2. The information describe ownership. The preference not obtain a new survey i
3. Please provide the name
4. The name, mailing address multiple owners by using 'or' is used, all parties m
5. At Item 5, please provide estate transaction or the c
6. You may be purchasing a "split" to provide your share purchased at Item 6.

Please provide as much as 1/2 acre is irrigated, type IDWR will assume the li

7. The new owner(s) must sign the form in the space(s) provided at Item 7. Corporations and other organizations must submit a list of directors or officers demonstrating the authority of the director or officer to sign the form.
8. There is no filing fee. When complete, you should retain a copy and return the original of the form to the IDWR office nearest you:

IDWR Western Region
2735 Airport Way
Boise, ID 83705-5082
(208) 334-2190

IDWR Southern Region
1341 Fillmore St., Suite 200
Twin Falls, ID 83301-3380
(208) 736-3033

IDWR Northern Region
1910 Northwest Blvd., Suite 210
Coeur d'Alene, ID 83814-2615
(208) 769-1450

IDWR Eastern Region
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402-1718
(208) 525-7161

*3/12/99
More to come on this -*

*Sharon will send copy of Warranty Deed and updated map.
This prop is Platted for Subdivision - She says it could be as much as 2 yrs. away -
WAIT*

[Signature]

42-248 and 42-1409(6), Idaho WR) of any change in mailing addresses that new property owners required claims may be filed by a

ent to notify IDWR of changes more information or need help or explain any of the items on

water right or adjudication rights for the property but the or the property in question. If

thout documentation of obtaining this information. Do

at Item 3.

indicate the relationship between sign this form. If an 'and/or' or

osing" in the case of a real

r right held by the seller may be the water right you have

irrigated acreage if more than information to the contrary,

AGREEMENT FOR SALE OF REAL PROPERTY

THIS AGREEMENT made by and between Ralph D. Miller and Darlene Miller, husband and wife, whose mailing address is 3001 E 800 N, Chester, ID 83421, hereinafter termed Seller, and Robert J. Fisher and Sharon A. Fisher, husband and wife, whose mailing address is 772 South River Road, St. Anthony, Idaho 83445, hereinafter termed Buyer.

1. For and in consideration of the payments to be made and the covenants to be performed by the Buyer as hereinafter set forth, the Seller does hereby contract and agree to sell and convey unto the Buyer, and the Buyer does hereby contract and agree to purchase from the Seller all of the following described property situate in Fremont County, State of Idaho, to-wit:

A parcel of land located in the West 1/2 of Section 20 and the East 1/2 of Section 19, Township 8 North, Range 42 East, Boise Meridian, Fremont County, Idaho and being more particularly described as follows: Commencing at the South 1/4 corner of said Section 20; thence North 00°05'34" W along the East line of the Southwest 1/4 of said Section 20 a distance of 1315.60 feet to the point of beginning said point also being the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of said Section 20; thence North 89°52'39" W along the South line of said Northeast 1/4 of the Southwest 1/4 said line also being the North line of government Lot No. 3 a distance of 1323.97 feet to the Northwest corner of said government Lot 3; thence South 00°09'29" E along the West line of said government Lot 3 a distance of 206.74 feet to the average high water line of the Fall River; thence along the average high water line for the following 23 courses; 1, S 81°54'57" W a distance of 189.09 feet; thence 2, S 56°52'51" W a distance of 136.89 feet; thence 3, N 76°38'34" W a distance of 214.97 feet; thence 4, N 55°31'52" W a distance of 229.46 feet; thence 5, N 30°05'26" E a distance of 67.48 feet; thence 6, N 01°35'06" E a distance of 84.48 feet; thence 7, N 05°22'22" W a distance of 158.75 feet; thence 8, N 04°31'24" E a distance of 117.64 feet; thence 9, N 22°14'02" W a distance of 205.57 feet; thence 10, N 41°14'57" W a distance of 138.84 feet; thence 11, N 52°54'32" W a distance of 491.24 feet; thence 12, N 63°55'03" W a distance of 247.02 feet; thence 13, N 33°12'21" W a distance of 296.43 feet; thence 14, N 57°14'56" W a distance of 234.20 feet; thence 15, N 69°33'41" W a distance of 253.28 feet; thence 16, N 58°05'10" W a distance of 181.62 feet; thence 17, N 37°27'51" W a distance of 178.14 feet; thence 18, N 51°30'01" W a distance of 157.13 feet; thence 19, N 81°16'29" W a distance of 166.79 feet; thence 20, S 86°34'25" W a distance of 146.61 feet; thence 21, S 61°39'11" W a distance of 142.08 feet; thence 22, S 73°56'19" W a distance of 118.17 feet; thence 23, N 45°21'05" W a distance of 78.12 feet to a point on the Southeasterly R-O-W for the former Yellowstone Branch of the Union Pacific Railroad; thence N 76°21'24" E along said Southeasterly R-O-W a distance of 2039.71 feet to a point of curvature; thence continuing along said Southeasterly R-O-W along the arc of a curve to the left a distance of 184.96 feet, said curve having a radius of 5779.58 feet and a central angle of 01°50'01" to the Northwest corner of the state gravel pit No. FR 85-S; thence S 11°45'33" W along the West line of said gravel pit a distance of 748.86 feet to the Southwest corner of said gravel pit; thence S 83°06'05" E along the South line of said gravel pit a distance of 721.57 feet to the Southeast corner of said gravel pit said point also being the Southwest corner of the Fremont County gravel pit; thence continuing S 83°06'05" E along the South line of said gravel pit a distance of 1648.66 feet to a point on the East line of the Northeast 1/4 of the Southwest 1/4 of said Section 20; thence S 00°05'34" E along said East line a distance of 1271.33 feet to the point of beginning. Said parcel contains 103.86 acres more or less.

LESS:

A parcel of land located in the West 1/2 of Section 20 Township 8 North, Range 42 East, Boise Meridian, Fremont County, Idaho and being more particularly described as follows: Commencing at the South 1/4 corner of said Section 20; thence N 00°05'34" W along the East line of the Southwest 1/4 of said Section 20 a distance of 1315.60 feet to the point of beginning said point also being the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of said Section 20; thence N 89°52'39" W along the South line of said Northeast 1/4 of the Southwest 1/4 said line also being the North line of government Lot No. 3 a distance of 173.87 feet; thence N 02°23'41" E approximately along an existing fence line a distance of 1286.36 feet to a point on the North line of the property belonging to Ralph D. Miller and Darlene Miller; thence S 83°06'05" E along said North line a distance of 118.92 feet to a point on the east line of the NE1/4SW1/4 of said section 20; thence S 00°05'34" E along said East line a distance of 1271.33 feet to the point of beginning. Said parcel contains 4.29 acres more or less.

Subject to all roadways and easements across the above described property whether of record or not.

Together with .4 cfs. decreed water right dated September 24, 1889 in Fall River, a tributary of the Snake River and 20 acre feet of Fremont-Madison storage water.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or appertaining, SUBJECT HOWEVER, to all easements and rights-of-way-appearing on such premises or of record, reservations in favor of the United States or the State of Idaho, and specifically subject to a lease for a gravel pit on 7.5 acres of the above described real property which was granted by Seller to Fremont County, Idaho, recorded January 15, 1988 as Instrument No. 407886 of the records of Fremont County, Idaho.

2. It is agreed by and between the parties that the purchase price of the property described in this Contract as being sold by the Seller to the Buyer and being purchased from the Seller by the Buyer is the sum of ONE HUNDRED EIGHTY THOUSAND AND No/100 (\$180,000.00) Dollars, together with interest on that part of the purchase price remaining from time to time unpaid as follows:

A. Buyer shall pay to Seller \$30,000, which includes the earnest money paid to the realtor prior hereto, upon execution of this agreement, the receipt of which is hereby acknowledged.

B. The balance of the purchase price in the amount of \$150,000.00 shall be paid by Buyer pursuant to the terms and conditions of the Promissory Note which Buyer shall execute and deliver to the Seller, referred to herein as (The Promissory Note).

C. Said Promissory Note shall be secured by a good and sufficient First Mortgage which Buyer shall execute and cause to be recorded.

3. Seller shall execute a Warranty Deed to the property and Buyer shall execute a Mortgage to the property. Said Mortgage and Warranty Deed shall be recorded. Seller shall execute a

Release of Mortgage to be recorded when the payment for the property is received in full together with partial mortgage releases as hereinafter provided.

4. Buyer shall have the right to prepay any amount in addition to the annual scheduled principal and interest payments in any one year upon the deferred balance of the purchase price without permission of the Seller and without penalty. Prepayments made shall be applied to the subsequent payments owed under this Agreement of Sale in the continuing order of payment and shall abate or excuse payment of the subsequent monthly installment(s) payment(s) required under the terms of this Agreement until the prepayment(s) have been fully applied to subsequent monthly payments.

Upon receipt of payment of \$4,500.00 per acre, in addition to the regularly scheduled principal and interest payments, Buyer shall be entitled to obtain a partial release of one or more acres from this Contract and Mortgage. Buyer may ask for a release of one or more acres without regard to whether the property to be released is contiguous or not with acres previously released.

The above releases are subject to Seller retaining a sixty (60) foot easement for ingress and egress to his remaining property. Said easement shall be extinguished upon completion of the terms of the Agreement of Sale. Likewise, buyers shall retain a sixty (60) foot easement for ingress and egress to all parcels of real property which may be released, per the terms of the within Contract of Sale and Mortgage or upon completion or termination of the Contract of Sale, Promissory Note and Mortgage.

5. The purchase price hereinabove provided is for the real property, there being no personal property included in this sale.

6. Taxes levied upon the real property described in this Contract shall be prorated between the parties as of the 11th day of December, 1998. Seller shall pay all taxes and assessments levied upon the real property described in this Contract for the time prior to and including such date and Buyer shall pay all such taxes levied upon said property for the time after said date before the same becomes delinquent. Buyer shall pay the same upon receipt of the tax notice and before they become delinquent. Receipts for all taxes and assessments paid shall be promptly mailed to Seller.

Buyer shall have the right to protest or contest the amount of any assessment or levy for taxes or assessments upon the real property described in this Contract. In the event Buyer elects to do so, Buyer shall immediately notify Seller thereof in writing. So long as Buyer diligently pursues said protest or contest, Buyer shall not be in default of the contract for failure to pay said taxes or assessments pending the final determination of said protest or contest, on condition that Buyer shall

pay the same immediately upon such final determination and on the further condition that Seller shall have the right, but not the obligation, to pay said tax or assessment if Seller deems it necessary to do so to protect Seller's interest in the property described in this contract and Seller shall be entitled to reimbursement from Buyer of the full amount thus paid under the provision for advancement by Seller contained in this Contract. Payment of such taxes or assessments by Seller shall not constitute a waiver by Buyer nor an election of remedies by Seller.

7. Buyer shall not allow or suffer any liens or encumbrances to attach or be filed against any part of the property described in this Contract which has not been previously released: PROVIDED, HOWEVER, that should any lien or encumbrance attach or be filed with Buyer, Buyer shall have the right to diligently litigate and obtain judicial determination regarding the validity or extent of such lien or encumbrance, including appellate determination, and should such proceeding be resolved against Buyer, then Buyer shall immediately satisfy and discharge the same. In this regard, Buyer shall prosecute or defend such litigation at Buyer's own cost and expense on behalf of and for the benefit of all parties to this agreement. Seller shall not be barred from taking such legal action as Seller shall deem necessary or useful to protect Seller's interest in said property.

8. Seller covenants that the premises are free of any liens or encumbrances except as provided in the preliminary title report.

9. BUYER ACKNOWLEDGES AND AGREES THAT BUYER HAS BEEN INFORMED AND UNDERSTANDS THAT SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, TO BUYER, EXCEPT AS TO TITLE AS CONTAINED IN THE TITLE CLAUSE IN THIS CONTRACT

Buyer acknowledges and agrees that Seller and Seller's agents have made no representations of any material fact concerning the real property described in this Contract; that Buyer has had adequate opportunity to inspect and investigate the said property; that Buyer has made a thorough independent examination and inspection of the said property and is relying solely upon Buyer's own examination and inspection thereof; and, that Buyer is acquiring the property "AS IS." Buyer acknowledges further that Buyer has been informed and understands that the property described in this Contract has been surveyed by an independent surveyor. Buyer has been provided a copy of the survey and legal description of the property which is the same description as that used in this Contract.

Buyer has had adequate opportunity to examine and inspect the survey which has been made, the boundaries of the said property and has made his own determination as to acreage, square

footage, and/or frontage, and purchasing the said property in reliance upon his own determination thereof.

There are existing fences surrounding the property which may or may not be on the property lines. Seller makes no representations or warranties whether the fences are on the property line nor whether the adjoining land owners may have a claim to the property above described which may be included in the area on their side of the fence.

Buyer shall make his own examination as to whether there is or is not a formal documented road access to the property from State Highway 20.

10. If Buyer shall fail or neglect to pay any taxes or assessment or other charges that may become liens on the real property described in this Contract before the same become delinquent or shall allow or suffer any liens or encumbrances to attach to the property described in this Contract, which has not been previously released, or if Seller is required to incur or pay any other items or expenses to protect Seller's interest in the said property as a result of any default of this Contract by Buyer, Seller, at Seller's option and without obligation, shall have the right to pay said taxes, assessments and charges, together with any penalty and interest due thereon, satisfy any liens or encumbrances attached to said real property, and to perform such other acts and pay any other sums deemed necessary by Seller to protect Seller's interest in said property as a result of any default of this Contract by Buyer. If Seller elects to make such advances, the advances paid, together with interest thereon from the date paid by Seller at the rate of 12% per annum shall be due and payable by Buyer to Seller upon demand of Seller. If Seller incurs any expense, including but not limited to, attorney fees and costs and attorney fees and costs on appeal, to collect said sums advanced with interest, Buyer shall pay such collection expenses in addition to said advances. If no demand for payment is made by Seller upon Buyer, or if Seller's demand is dishonored by Buyer, such advancements, with accrued interest thereon, shall in any event be secured by this Contract and the performance of this Contract by Buyer shall not be complete until Buyer has paid all of said advancements, interest and collection expenses if any, to Seller.

If Seller elects to make such advances, the Seller nevertheless shall not have waived the Buyer's default nor shall Seller be deemed to have made an election of remedies, and Seller shall be entitled to act on such default as provided in this Contract.

11. Buyer shall have the right to make or install permanent improvements upon the real property described in this Contract only upon the following conditions:

a. Buyer makes or installs said improvements as a volunteer and with full knowledge and acceptance of the fact that Buyer is not entitled to any credit, payment or reimbursement from Seller for the cost or value of said improvements, and

b. Buyer makes or constructs said improvements at Buyer's own cost and expense, and

c. Buyer is not the agent of Seller for the purpose of making or constructing said improvements or for any other purpose, and

d. Buyer shall not allow or suffer any liens or encumbrances to be attached to or filed upon the said property for any work or material issued thereon and will hold Seller entirely harmless from any liability for such work and materials and from any liens or encumbrances upon said property as a result thereof including without limitation, any and all expense, attorney fees and costs including fees and costs on appeal, incurred by Seller to litigate against or remove such liens or encumbrances, and

e. Buyer shall be entitled to remove any permanent improvements made or constructed by Buyer upon the said property EXCEPT any such permanent improvements that are made or constructed to replace structures or improvements that were on said property when Buyer entered possession and EXCEPT any such permanent improvements that cannot be removed without damage to the remaining property, and

f. The failure or neglect of Buyer to remove any such improvements from the said property prior to the date this Contract is terminated or canceled by Seller as a result of a default by Buyer, shall constitute conclusive proof that Buyer has abandoned said improvements and the said improvements shall then be deemed a part of the real property and the property of Seller free and clear of any claim, right, title or interest of Buyer.

12. The sale of the property described in this Contract and the granting of credit by Seller is personal to Buyer. In making this sale, Seller has relied on Buyer's credit, Buyer's interest in the property and intended use thereof, and financial market conditions at the time this Contract is made. Based upon these considerations, and others, the parties agree that during the term of the Contract, Buyer shall not be entitled to sell, or convey the property described in this Contract or any part thereof or any equitable interest therein, which have not been previously released as provided elsewhere in this Agreement, nor shall Buyer be entitled to assign this Contract or any right, title or interest of Buyer therein, unless and until Buyer obtains the express written consent of Seller, which consent shall not be unreasonably withheld from any financially responsible buyer. The granting of the express written consent by Seller shall be and is a condition precedent to any such

sale, conveyance, or assignment and any purported inter vivos sale, conveyance or assignment by Buyer without such consent shall be void and shall constitute a default for which notice of default from Seller to Buyer is waived by Buyer, and which default shall entitle Seller to immediately declare the balance of the principal plus all accrued interest to be immediately due and payable, and if same is not immediately paid, Seller may have immediate possession of the property and to effect any and all remedies provided to Seller under the terms of this Contract upon a default by Buyer.

If Buyer desires to sell, convey, or assign the property described in this Contract or any interest of Buyer in this Contract, Buyer shall submit a written request for such consent to Seller together with such information, including without limitation, such credit information as Seller shall deem necessary, and as will enable Seller to evaluate the prospective purchaser, grantee or assignee. Seller shall evaluate the prospective purchaser, grantee or assignee, and such person's credit, such person's interest in the property and intended use thereof, and the financial market conditions then existing, as if Seller were selling the property for the first time. If, after making said evaluation, Seller reasonably determines that Seller may not receive prompt payment of any amounts due under the terms of this contract or that there is an unacceptable chance of some other default; or if Seller does not receive the required information, such consent shall be denied. If Seller determines that the prospective purchaser, grantee, or assignee is an acceptable risk and otherwise qualifies, including in such qualification, without limitation, his credit record and ability to pay the contract, then Seller shall not unreasonably withhold his consent to Buyer transferring his interest in the property by conveyance, or assignment. IT IS PROVIDED THAT, such consent shall be subject to the following conditions: (1) the prospective purchaser, grantee, or assignee shall assume full personal liability for payment and performance of this contract; (2) Buyer shall not be released or excluded from personal liability for payment or performance of this contract; and (3) Buyer shall pay the costs and expenses, including, without limitation, attorney fees incurred by Seller in connection with or arising out of the request for consent, the evaluation of such request by Seller, and all cost and expense, including, without limitation, any attorney fees and escrow holder fees incurred to complete such sale, conveyance, or assignment.

13. Upon the execution of this Contract, Seller shall deliver to Buyer a preliminary report or commitment for the issuance of a title insurance policy insuring title to the property described in this Contract naming Buyer as the insured in the amount of the selling price of the real property, showing that title to the real property described in this Contract is vested in Seller and showing title is merchantable in Seller free from all liens, encumbrances and exceptions, EXCEPT the standard

form policy, and taxes and assessments for the current year, easements and rights under the terms of this Contract and any liens or encumbrances disclosed in this contract. Buyer shall examine said preliminary title report or commitment and shall, in writing, make any objections which appear on the face of the title policy known to Seller prior to closing date. Failure by Buyer to object in writing to the condition of title shown in said preliminary report or commitment within the time specified above shall constitute acceptance by Buyer of the condition of such title and waiver of any defects in title with Seller. In the event there exists any defects in title to which Buyer objects in the manner provided above, Seller shall have 10 days to cure and remove said defects. In the event Seller is unable to cure and remove said defects within the time provided or any extension thereof that Buyer may grant, this Contract shall be deemed mutually rescinded and canceled. However, the Buyers will have the right to go against the Title Company should defects in the title come to light at a *future* date.

Seller shall pay the premium for the said title insurance policy.

14. All payments to be made by Buyer upon the deferred balance of the purchase price under the terms of this Contract shall be paid to Alliance Title, Rexburg Branch, Rexburg, Idaho, who is hereby designated as the Escrow Holder under the terms of this Contract.

The initial and all other charges of the Escrow Holder shall be divided equally between the Seller and Buyer.

15. Time and prompt performance of each and every term and condition of this Contract of sale and the Promissory Note and Mortgage is material and of the essence. Performance by the Buyer is a condition precedent to performance by Seller. In the event Buyer shall default in the performance of the terms of this agreement, Seller may cause notice in writing to be given to Buyer, specifying the matters in which such default occurred. The following or any of them constitute an event of default under the terms of this Contract of Sale, the Mortgage, and the Promissory Note:

(a) If Buyer shall fail to make payment of the amounts set forth herein or to perform any other term, covenant or condition of this Contract of Sale, the Promissory Note, and Mortgage following thirty (30) days written notice of default sent from Seller to Buyer in the manner specified herein, which notice shall specify Buyer's default.

(b) If Buyer shall commit any act of bankruptcy or be adjudged bankrupt or insolvent as defined by the federal bankruptcy laws, or shall suffer the continuance of any bankruptcy or insolvency proceedings under any law for a period in excess of thirty (30) days, shall make an assignment for the benefit of creditors or apply for, consent to, or suffer the appointment of a

receiver, trustee, or portion of his assets, or should any governmental agency or court of competent jurisdiction assume custody or control of any substantial part of his assets, Seller at his option may declare such event a breach and a default.

Upon the occurrence of an event of default, and the failure, neglect or refusal of Buyer to cure the same during any notice period required for such default specified above, without further notice to Buyer, Seller shall be entitled to effectuate such rights and remedies against Buyer as are then available to Seller under the terms of this Contract of Sale, the Promissory Note, and the Mortgage and the laws of the State of Idaho, including without limitation, the following remedies:

(1) Declare all obligations of Buyer under the terms of this Contract of Sale and the Promissory Note immediately due and payable in full and proceed with any actions authorized by the laws of the State of Idaho to collect any and all amounts due and owing by Buyer to Seller and enforce all obligations of Buyer to Seller.

(2) Bring any action authorized under the laws of the State of Idaho to judicially foreclose on the Mortgage.

The remedies provided in this Contract of Sale are cumulative and the exercise of any remedy by Seller shall not be exclusive of the right to effect any other remedy allowed Seller under the terms of this Contract of Sale or by law or equity.

The notice of default required to be given by Seller to Buyer in the event of Buyer's failure or neglect to perform the terms, covenants, or conditions of this Contract of Sale as hereinabove provided, shall be prepared in duplicate and delivered to the Buyer named in this Contract of Sale and shall be deemed to have been given as of the date a copy of said notice is sent by the Seller by registered or certified mail deposited in the United States Post Office, addressed to Buyer at 772 South River Road, St. Anthony, Idaho 83445, which notice shall be deemed served upon its deposit in the post office as aforesaid, or at such other address as Buyer shall have from time to time furnished in writing to Seller.

In the event that Seller elects to hire an attorney to prepare the notice of default, Buyer shall pay, in addition to any sums required to be paid to cure said default or in addition to any other performance required by Buyer to cure said default, the costs of preparation of said default notice and the costs, if any, to deliver said notice of default, and said default shall not be cured unless and until said costs are paid. The notice of default shall specify the amount of said costs which shall not exceed \$250.00.

16. Should either party default in the performance of the covenants or agreements contained herein, such defaulting party shall pay to the other party all costs and expenses, including, but not limited to, a reasonable attorney's fee, including such fees on appeal, which the offended party may incur in enforcing this Contract of Sale or in pursuing any remedy allowed by law for breach hereof, whether such is incurred by the filing of suit or otherwise.

17. From the date of this Contract until all performance of Buyer required under the terms of this Contract has been accomplished, Seller shall have the right to enter upon the said property at reasonable times and with reasonable notice to inspect said property for the purpose of determining whether Buyer is complying with the terms, covenants and conditions of this Contract and to determine the condition of the property described in this Contract.

18. If any portion of the real property described in this Contract shall be taken by virtue of any condemnation or eminent domain proceedings, or transferred under threat thereof, the proceeds thereof shall be paid and applied to the balance of the purchase price then remaining.

19. Notice to Parties or the service of any notice permitted or required under the terms of this Contract shall be deemed complete upon the depositing of the same in the United States mail by Seller, by certified or registered mail, addressed to Buyer at 772 South River Road, St. Anthony, Idaho 83445, or by Buyer addressed to Seller at 3001 E 800 N, Chester, Idaho 83421, as the case may be, or such other address as either shall hereafter in writing to the other designate, or by causing said notice to be served personally upon Buyer, or on Seller, as the case may be. In the event there is more than one person constituting the Seller or the Buyer herein, service by mail or personal service as provided above, upon any one person in such party, shall be good and sufficient service upon all person constituting such party the same as though such service had been made upon each and every member of such party.

20. In the event any provision of this Contract or any part thereof shall be determined by any Court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions hereunder, or parts thereof, shall remain in full force and effect, and shall in no way be affected, impaired or invalidated, it being agreed that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void or unenforceable provisions or part thereof.

21. In the event of any suit or proceeding by either party herein against the other party, including any and all bankruptcy claims, actions and proceedings deemed necessary or desirable, or to otherwise protect the lender, in any way arising out of this Contract, or attempting to enforce any

right herein granted, the losing party in such suit or proceeding shall pay to the prevailing party such sum or sums as the court shall adjudge reasonable, in such suit or proceeding, for attorney's fees, including such fees on appeal for such prevailing party.

22. The validity, meaning and effect of this Contract shall be determined in accordance with the laws of the State of Idaho.

23. Buyer acknowledges that this Contract was prepared by the attorney for Seller and that said attorney did not and does not represent Buyer in connection with this transaction or the preparation of this Contract. Each party shall pay his respective attorney fees for the preparation of and review of this Agreement of Sale. Closing costs and escrow fees shall be borne by the parties equally.

24. Environmental Matters. To the knowledge of Seller, there are no hazardous substances, as defined by Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601 (14) or materials, including without limitation, petroleum products, the removal of which is required or the maintenance of which is prohibited or penalized by any applicable local, state or federal law, ordinance, rule, regulation or requirement and, to the best of Seller's knowledge, the property is free of all such hazardous substances and materials. Buyer shall not permit any such hazardous substances or materials to be on the property and, if found located thereon, shall cause the same to be immediately removed.

Both Buyer and Seller acknowledge responsibility for compliance with all material local, state and federal environmental laws, ordinances, rules, regulations and requirements (collectively "Environmental Laws"). In the event that Buyer does not expeditiously proceed with any compliance required by any local, state or federal authority under the applicable environmental laws for any acts committed after December 11, 1998, Seller, immediately after notice to Buyer, may elect to undertake such compliance. Any monies expended by Seller in efforts to comply with any applicable environmental Law (including the costs of hiring consultants, undertaking sampling and testing, performing any cleanup necessary or useful in the compliance process and attorney fees) shall be due and payable on demand with interest thereon at the rate of 10% per annum from the date such costs is incurred.

In the event that Seller does not expeditiously proceed with any compliance required by any local, state or federal authority under the applicable environmental laws for acts committed prior to December 11, 1998, Buyer, immediately after notice to Seller, may elect to undertake such compliance. Any monies expended by Buyer in efforts to comply with any applicable environmental

Law (including the costs of hiring consultants, undertaking sampling and testing, performing any cleanup necessary or useful in the compliance process and attorney fees) shall be due and payable on demand with interest thereon at the rate of 10% per annum from the date such costs is incurred.

25. It is hereby acknowledged that Buyer has been advised that Fall River freezes on occasion and causes an overflow of water on some of the land along Fall River. Buyer acknowledges to being informed of this fact and agree to hold Seller harmless from any damages which result from such water overflow from any cause whatsoever.

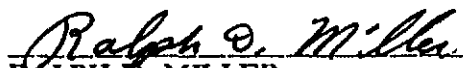
26. It is hereby acknowledged that Buyer has been advised that the Fremont County Weed Supervisor has advised them that there is a noxious weed problem on this property. It is agreed that Buyer accepts full responsibility to comply with any weed eradication program on this property and will save Seller harmless from any claim for noxious weeds.

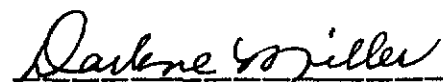
27. Seller agrees to remove all personal property from the subject property by April 30, 1999. Seller is given permission to remove a barn and granary from the subject property by April 30, 1999.

28. This Contract shall be binding upon and inure to the benefit of the heirs, personal representative, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have caused their names to be subscribed, all as of the date herein their signatures are notarized.

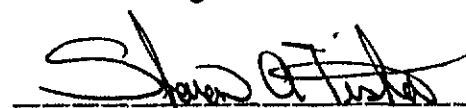
SELLER


RALPH D. MILLER


DARLENE MILLER

BUYER


ROBERT J. FISHER


SHARON A. FISHER

STATE OF IDAHO)
County of Madison) ss.

On this 11th day of December, 1998, before me the undersigned, a notary public for the State of Idaho, personally appeared Ralph D. Miller and Darlene Miller, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Alison Brucke
Notary Public for Idaho
Residing at: St. Anthony
Commission Exp: 11-23-99

STATE OF IDAHO)
County of Madison) ss.

On this 11th day of December, 1998, before me the undersigned, a notary public in and for said State, personally appeared Robert J. Fisher and Sharon A. Fisher known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Alison Brucke
Notary Public for
Residing at: St. Anthony
Commission Exp: 11-23-99

MORTGAGE OF REAL PROPERTY

THIS INDENTURE, made between Robert J. Fisher and Sharon A. Fisher, husband and wife, whose mailing address is 772 South River Road, St. Anthony, Idaho 83445, hereinafter termed Parties of the First Part, and Ralph D. Miller and Darlene Miller, husband and wife, whose mailing address is P.O. Box 60, Chester, ID 83421, hereinafter termed Parties of the Second Part,

WITNESSETH:

That the said Parties of the First Part, for and in consideration of the sum of ONE HUNDRED FIFTY THOUSAND and NO/100 (\$150,000.00) lawful money of the United States of America, do by these presents grant, bargain, sell and convey unto the said Parties of the Second Part, and to their heirs and assigns forever, all that certain real property located in the County of Fremont, State of Idaho, and bounded and particularly described as follows, to-wit:

A parcel of land located in the West 1/2 of Section 20 and the East 1/2 of Section 19, Township 8 North, Range 42 East, Boise Meridian, Fremont County, Idaho and being more particularly described as follows: Commencing at the South 1/4 corner of said Section 20; thence North 00°05'34" W along the East line of the Southwest 1/4 of said Section 20 a distance of 131.560 feet to the point of beginning said point also being the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of said Section 20; thence North 89°52'39" W along the South line of said Northeast 1/4 of the Southwest 1/4 said line also being the North line of government Lot No. 3 a distance of 1323.97 feet to the Northwest corner of said government Lot 3; thence South 00°09'29" E along the West line of said government Lot 3 a distance of 206.74 feet to the average high water line of the Fall River; thence along the average high water line for the following 23 courses; 1, S 81°54'57" W a distance of 189.09 feet; thence 2, S 56°52'51" W a distance of 136.89 feet; thence 3, N 76°38'34" W a distance of 214.97 feet; thence 4, N 55°31'52" W a distance of 229.46 feet; thence 5, N 30°05'26" E a distance of 67.48 feet; thence 6, N 01°35'06" E a distance of 84.48 feet; thence 7, N 05°22'22" W a distance of 158.75 feet; thence 8, N 04°31'24" E a distance of 117.64 feet; thence 9, N 22°14'02" W a distance of 205.57 feet; thence 10, N 41°14'57" W a distance of 138.84 feet; thence 11, N 52°54'32" W a distance of 491.24 feet; thence 12, N 63°55'03" W a distance of 247.02 feet; thence 13, N 33°12'21" W a distance of 296.43 feet; thence 14, N 57°14'56" W a distance of 234.20 feet; thence 15, N 69°33'41" W a distance of 253.28 feet; thence 16, N 58°05'10" W a distance of 181.62 feet; thence 17, N 37°27'51" W a distance of 178.14 feet; thence 18, N 51°30'01" W a distance of 157.13 feet; thence 19, N 81°16'29" W a distance of 166.79 feet; thence 20, S 86°34'25" W a distance of 146.61 feet; thence 21, S 61°39'11" W a distance of 142.08 feet; thence 22, S 73°56'19" W a distance of 118.17 feet; thence 23, N 45°21'05" W a distance of 78.12 feet to a point on the Southeasterly R-O-W for the former Yellowstone Branch of the Union Pacific Railroad; thence N 76°21'24" E along said Southeasterly R-O-W a distance of 2039.71 feet to a point of curvature; thence continuing along said Southeasterly R-O-W along the arc of a curve to the left a distance of 184.96 feet, said curve having a radius of 5779.58 feet and a central angle of 01°50'01" to the Northwest corner of the state gravel pit No. FR 85-S; thence S 11°45'33" W along the West line of said gravel pit a distance of 748.86 feet to the Southwest corner of said gravel pit; thence S 83°06'05" E along the South line of said gravel pit a distance of 721.57 feet to the Southeast corner of said gravel pit said point also being the Southwest corner of the Fremont County gravel pit; thence continuing S 83°06'05" E along the South line of said gravel pit a distance of 1648.66 feet to a point on the East line of the Northeast 1/4 of the Southwest 1/4 of said Section 20; thence S 00°05'34" E along said East line a distance of 1271.33 feet to the point of beginning. Said parcel contains 103.86 acres more or less together with an access for ingress and egress from highway 20 to the subject property which access is approximately 1/4 of a mile East of the Northwest corner of the subject property.

LESS:

A parcel of land located in the West 1/2 of Section 20 Township 8 North, Range 42 East, Boise Meridian, Fremont County, Idaho and being more particularly described as follows: Commencing at the South 1/4 corner of said Section 20; thence N 00°05'34" W along the East line of the Southwest 1/4 of said Section 20 a distance of 131.560 feet to the point of beginning said point also being the Southeast corner of the

Northeast 1/4 of the Southwest 1/4 of said Section 20; thence N 89°52'39" W along the South line of said Northeast 1/4 of the Southwest 1/4 said line also being the North line of government Lot No. 3 a distance of 173.87 feet; thence N 02°23'41" E approximately along an existing fence line a distance of 1286.36 feet to a point on the North line of the property belonging to Ralph D. Miller and Darlene Miller; thence S 83°06'05" E along said North line a distance of 118.92 feet to a point on the east line of the NE1/4SW1/4 of said section 20; thence S 00°05'34" E along said East line a distance of 1271.33 feet to the point of beginning. Said parcel contains 4.29 acres more or less.

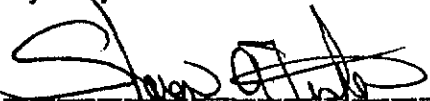
Subject to all roadways and easements across the above described property whether of record or not.

Together with 4 cfs. decreed water right dated September 24, 1889 in Fall River, a tributary of the Snake River and 20 acre feet of Fremont-Madison storage water.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or appertaining, SUBJECT HOWEVER, to all easements and rights-of-way appearing on such premises or of record, reservations in favor of the United States or the State of Idaho, and specifically subject to a lease for a gravel pit on 7.5 acres of the above described real property which was granted by Seller to Fremont County, Idaho, recorded January 15, 1988 as instrument No. 407886 of the records of Fremont County, Idaho.

THIS GRANT is intended as a mortgage to secure the payment of one certain promissory note of even date herewith, executed and delivered by the said parties of the first part to the said parties of the second part. These presents shall be void if such payment is made. In case default shall be made in the payment of said principal sum of money or any part thereof or the interest thereon, after notice as provided in said note, or if default be made in the performance of any of the covenants, conditions or agreements herein contained, then it shall be optional with the said Parties of the Second Part, their executors, administrators or assigns, to consider the whole of said principal sum expressed in said note as immediately due and payable; and immediately to enter into and upon all and singular the above described premises, and to sell and dispose of the same according to law, and out of the money arising from such sale to retain the principal and interest which shall then be due on said promissory note, together with the costs and charges if a foreclosure suit, including reasonable attorney's fees and also the amounts of all such payments of taxes, assessments, encumbrances as may have been made by said Parties of the Second Part, their heirs, executors, or assigns, with the interest on the same, rendering the overplus of the purchase money (if any there shall be) unto the said Parties of the First Part, their heirs, executors, administrators or assigns.

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


SHARON A. FISHER


ROBERT J. FISHER

STATE OF IDAHO }
County of Madison } ss.

On this 11th day of December, 1998, before me, the undersigned Notary Public in and for said state, personally appeared Robert J. Fisher and Sharon A. Fisher, known or identified to me to be the persons who executed the instrument and acknowledged to me that they executed the same.


Notary Public for Idaho
Residing at: St. Anthony, ID
Commission Exp: 11-23-99

WARRANTY DEED

FOR VALUE RECEIVED, Ralph D. Miller and Darlene Miller, husband and wife, whose mailing address is P.O. Box 60, Chester, ID 83421, hereinafter referred to as Grantors, do hereby grant, bargain, sell and convey to Robert J. Fisher and Sharon A. Fisher, husband and wife, whose mailing address is 772 South River Road, St. Anthony, Idaho 83445 hereinafter referred to as Grantees, the following described premises located in Fremont County, State of Idaho, particularly described as follows, to-wit:

A parcel of land located in the West 1/2 of Section 20 and the East 1/2 of Section 19, Township 8 North, Range 42 East, Boise Meridian, Fremont County, Idaho and being more particularly described as follows: Commencing at the South 1/4 corner of said Section 20; thence North $00^{\circ}05'34''$ W along the East line of the Southwest 1/4 of said Section 20 a distance of 1315.60 feet to the point of beginning said point also being the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of said Section 20; thence North $89^{\circ}52'39''$ W along the South line of said Northeast 1/4 of the Southwest 1/4 said line also being the North line of government Lot No. 3 a distance of 1323.97 feet to the Northwest corner of said government Lot 3; thence South $00^{\circ}09'29''$ E along the West line of said government Lot 3 a distance of 206.74 feet to the average high water line of the Fall River; thence along the average high water line for the following 23 courses; 1, S $81^{\circ}54'57''$ W a distance of 189.09 feet; thence 2, S $56^{\circ}52'51''$ W a distance of 136.89 feet; thence 3, N $76^{\circ}38'34''$ W a distance of 214.97 feet; thence 4, N $55^{\circ}31'52''$ W a distance of 229.46 feet; thence 5, N $30^{\circ}05'26''$ E a distance of 67.48 feet; thence 6, N $01^{\circ}35'06''$ E a distance of 84.48 feet; thence 7, N $05^{\circ}22'22''$ W a distance of 158.75 feet; thence 8, N $04^{\circ}31'24''$ E a distance of 117.64 feet; thence 9, N $22^{\circ}14'02''$ W a distance of 205.57 feet; thence 10, N $41^{\circ}14'57''$ W a distance of 138.84 feet; thence 11, N $52^{\circ}54'32''$ W a distance of 491.24 feet; thence 12, N $63^{\circ}55'03''$ W a distance of 247.02 feet; thence 13, N $33^{\circ}12'21''$ W a distance of 296.43 feet; thence 14, N $57^{\circ}14'56''$ W a distance of 234.20 feet; thence 15, N $69^{\circ}33'41''$ W a distance of 253.28 feet; thence 16, N $58^{\circ}05'10''$ W a distance of 181.62 feet; thence 17, N $37^{\circ}27'51''$ W a distance of 178.14 feet; thence 18, N $51^{\circ}30'01''$ W a distance of 157.13 feet; thence 19, N $81^{\circ}16'29''$ W a distance of 166.79 feet; thence 20, S $86^{\circ}34'25''$ W a distance of 146.61 feet; thence 21, S $61^{\circ}39'11''$ W a distance of 142.08 feet; thence 22, S $73^{\circ}56'19''$ W a distance of 118.17 feet; thence 23, N $45^{\circ}21'05''$ W a distance of 78.12 feet to a point on the Southeasterly R-O-W for the former Yellowstone Branch of the Union Pacific Railroad; thence N $76^{\circ}21'24''$ E along said Southeasterly R-O-W a distance of 2039.71 feet to a point of curvature; thence continuing along said Southeasterly R-O-W along the arc of a curve to the left a distance of 184.96 feet, said curve having a radius of 5779.58 feet and a central angle of $01^{\circ}50'01''$ to the Northwest corner of the state gravel pit No. FR 85-S; thence S $11^{\circ}45'33''$ W along the West line of said gravel pit a distance of 748.86 feet to the Southwest corner of said gravel pit; thence S $83^{\circ}06'05''$ E along the South line of said gravel pit a distance of 721.57 feet to the Southeast corner of said gravel pit said point also being the Southwest corner of the Fremont County gravel pit; thence continuing S $83^{\circ}06'05''$ E along the South line of said gravel pit a distance of 1648.66 feet to a point on the East line of the Northeast 1/4 of the Southwest 1/4 of said Section 20; thence S $00^{\circ}05'34''$ E along said East line a distance of 1271.33 feet to the point of beginning. Said parcel contains 103.86 acres more or less together with an access for ingress and egress from highway 20 to the subject property which

**A PARCEL OF LAND SITUATED IN A PORTION OF THE
WEST 1/2 OF SECTION 20 & EAST 1/2 OF
SECTION 19, TOWNSHIP 8 N, RANGE 42E,
BOISE MERIDIAN, FREMONT COUNTY, IDAHO**

STATE GRANT. FY
FY 82-83

**FREEMONT COUNTY
CIVIL PIT**

STATE HIGHWAY 20
R-O-W YELLOWSTONE BRANCH UNION PACIFIC

LOT 2 LOT 3A

PARCEL 'A'
PUBLIC ACCESS

~~50' PEDESTRIAN
ACCESS EASEMENT~~

PARCEL "B"
 100 ACRES
 CLASSIC PARCEL

U.S. GOVERNMENT PRINTING OFFICE

LOT 15

LOT 14

LOT 13

LOT 16

LOT 8

LOT 5

LỚT 10

11

LOT 12

RE FLOOR PLAN
EDNA HOF 100001 OCHS

TIME, LAST AGREE THE LAST	01 07 0000
TIME, SINGLES AGREE	01 07 0000
TIME, AGREE SPOT SPOT ON PENDING	01 07 0000
TIME, AGREE	01 07 0000

NOTES

TOTAL PARCEL AREA 50.0 ACRES
 TOTAL NO. OF LOTS 16
 AVERAGE LOT SIZE 3.1 ACRES (APPROXIMATELY)
 LOT 14 IS CURRENTLY A 7.5 ACRE WOODS LEASE
 THERE IS A 100' EASEMENT ON THE WEST SIDE OF LOT 14
 ACCESS TO THE EASEMENT IS FROM THE COUNTY SPECIFICATION
 ACCESS TO FROM HIGHWAY 30 AND AVERAGE SIZE 100' X 100'
 UTILITY
 POWER AND PHONE BY UTILITY PROVIDER
 SEPTIC AND WELL BY INDIVIDUAL LOT OWNER

PUBLIC ACCESS AREAS SHALL REMAIN WILL BE MAINTAINED
WITH A 50' PERMANENT ACCESS CORRIDOR
AND PARCELS "A" (THAT IS AN EXISTING PONDING AREA
AND THE LITERALLY "A" PARCELS) AND PARCELS "A-2"
TOTAL AREA IS APPROXIMATELY 5 ACRES (PARCELS "A" & PARCELS)
NO STRUCTURES WILL BE CONSTRUCTED IN THESE AREAS EXCEPT PERMANENT PATHWAYS
WATERWAYS AREAS WILL NOT BE MAINTAINED EXCEPT FOR UTILITY AND AREAS
CONSIDERING TO LOTS 4-6 AND THESE AREAS PERMITS WILL BE ISSUED
MOST OF THESE SITE ARE AREAS WHICH ARE A GENERAL PITY BY THE BROWN AND COUNTY
THESE AREAS ARE NOT BEING MAINTAINED FOR THE PURPOSES OF THE SITE
A PORTION OF THIS PROPERTY LIES WITHIN A 500 YD FLUSH POND FOR FISH
RMP NO. 180000 COVERED BY PERMITS NO. 1290.

ACCION SHALL BE PROVIDED ALONG THE STRAY AND RENEZ CORALS BY ACCION POINTS
SHOWN ON SHEETS 2 AND 3. THESE ACCION POINTS ARE TO BE REACHED BY THE BOATMEN 2-4
PUBLIC 2-0-4 ON TURN LOT 2 AS INDICATED.

Legend

SECRET
 QUOTE AND UNQUOTE
 QUOTE LINE
 END
 UNQUOTE
 ABOVE SECRET
 B-2-C

CLINTON
Rt. 1, Box 100
Clinton, MO 64601-0100

~~MOUNTAIN VIEW~~
~~SURVEYING, Inc.~~

MC 64 32X 194
DE 640 7000 10 0000

2025 RELEASE UNDER E.O. 14176

SCALE: 1" = 150'
CENTURIAL INTERVAL OF
SHEET 1 OF

LOT LINE ADJUSTMENT- RECORD OF SURVEY

R.D. MILLER PARCEL A PORTION OF THE
WEST 1/2 SECTION 20 & EAST 1/2 OF
SECTION 19, TOWNSHIP 8 N, RANGE 42E,
BOISE MERIDIAN, FREMONT COUNTY, IDAHO

