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AUG 30 2004

DEPARTMENT OF
WATER RESOURCES

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 division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
<u>74-466</u>	_____	___	_____	_____	___
<u>74-10163</u>	_____	___	_____	_____	___
<u>74-579</u>	_____	___	_____	_____	___
<u>74-553</u>	_____	___	_____	_____	___
<u>74-7333</u>	_____	___	_____	_____	___

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- 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 usually attached to your deed or on file with the county).

OR

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 **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) Carl Heckendorf, Linda Heckendorf
RT 1 Box 116A, Salmon, ID 83467
4. New Owner/Claimant(s) City of Salmon
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 200 Main St.
- City, State and ZIP Code Salmon, ID 83467
- New Telephone Number (208) 756-3214
5. Date you acquired the property Sept. 24, 2001

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 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 (one water right per box, you may copy this page as 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(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

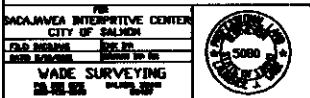
7. Signature of New Owner(s) or Claimant(s) Mayor, City of Salmon
(include title if applicable) Stanley B. Davis X

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.

For Office Use Only

Received by _____ Date _____ Fee _____
 Receipted by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____

LOCATED IN SECTION 9, T. 21 N., R. 22 E.,
BOISE MERIDIAN, LEMHI COUNTY, IDAHO



City of Salmon

2002 Aerial Photography - JUB Engineers

Map Features



City of Salmon



City of Salmon Area of Impact



0 250 500 1,000 1,500 2,000 2,500 3,000 Feet

0 0.25 0.5 Miles

28

Old Lemhi Rd

AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY
(10-17-92)

13 0044 106 00001340

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Issued by:
ALLIANCE TITLE AND
ESCROW CORPORATION
205 COURTHOUSE DRIVE
SALMON, ID 83467
(208) 756-4231

CHICAGO TITLE INSURANCE COMPANY

By:



President

ATTEST



Secretary



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

OWNER'S POLICY

SCHEDULE A

Order Number	Policy Number	Date of Policy	Amount of Insurance	Premium Amount
307010657L-G	13 0044 106 0001340	September 25, 2001 At 2:43PM	\$778,202.00	\$2,282.75

1. Name of Insured:

The City of Salmon, a municipal corporation

2. The estate or interest in the land which is covered by this policy is:

Fee Simple

3. Title to the estate or interest in the land is vested in:

The City of Salmon, a municipal corporation

4. The land referred to in this policy is described as follows:

A PARCEL OF LAND LOCATED IN SECTION 9, T. 21 N., R. 22 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE NE CORNER OF SAID SECTION FROM WHICH THE SE CORNER OF SAID SECTION BEARS S. 00° 17' 33" W., 5305.50 FT., THE BASIS OF BEARING OF THIS DESCRIPTION, RUN THENCE S. 89° 22' 15" W. ALONG THE NORTHERLY BOUNDARY OF SAID SECTION A DISTANCE OF 3955.97 FT. TO THE NE CORNER OF THE NW1/4NW1/4 OF SAID SECTION.

THENCE S. 00° 06' 38" W. ALONG THE EASTERLY BOUNDARY OF SAID NW1/4NW1/4 A DISTANCE OF 419.19 FT. TO THE SOUTHWESTERLY CORNER OF LOT 2 OF THE COUNTY LANES SUBDIVISION AND THE POINT OF BEGINNING.

THENCE THE FOLLOWING COURSES AND DISTANCES ALONG THE SOUTHERLY BOUNDARY OF SAID LOT;

S. 83° 55' 18" E., 200.14 FT.; S. 64° 00' 18" E., 400.00 FT.;

S. 79° 55' 18" E., 300.12 FT.; S. 35° 15' 21" E., 769.72 FT.;

THENCE S. 48° 06' 13" E. A DISTANCE OF 22.97 FT. TO THE SE CORNER OF THE NE1/4NW1/4 OF SAID SECTION;

THENCE N. 00° 10' 15" E. ALONG THE EASTERLY BOUNDARY OF SAID NE1/4NW1/4 A DISTANCE OF 334.14 FT. TO A POINT ON THE SOUTHERLY BANK OF THE LEMHI RIVER;

THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID BANK;

S. 66° 37' 03" E., 123.61 FT.; S. 28° 23' 55" E., 48.98 FT.;

S. 12° 08' 54" W., 246.56 FT. TO A POINT ON THE NORTHERLY BOUNDARY OF THE SE1/4NE1/4 OF SAID SECTION;

THENCE N. 89° 21' 55" E. ALONG SAID BOUNDARY 18.85 FT. TO A POINT ON THE CENTERLINE OF THE LEMHI RIVER;

THENCE S. 07° 31' 54" W. ALONG SAID CENTERLINE 80.87 FT.;

THENCE S. 89° 16' 18" W. A DISTANCE OF 94.25 FT. TO A POINT IN AN EXISTING FENCE;

THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID FENCE;

N. 88° 43' 02" W., 36.18 FT.; S. 00° 19' 34" E., 1228.56 FT.;

S. 00° 51' 22" E., 213.47 FT.; S. 00° 26' 01" W., 203.48 FT. TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF THE ABANDONED GILMORE AND PITTSBURG RAILROAD AND STATE HIGHWAY 28;

THENCE N. 54° 20' 59" W. ALONG SAID RIGHT-OF-WAYS A DISTANCE OF 480.80 FT. TO A POINT WHERE THE RIGHT-OF-WAY OF SAID HIGHWAY LEAVES THE RAILROAD RIGHT-OF-WAY AS MARKED ON THE GROUND WITH A STATE HIGHWAY RIGHT-OF-WAY MONUMENT;

THENCE N. 54° 31' 55" W. CONTINUING ALONG SAID RAILROAD RIGHT-OF-WAY A DISTANCE OF 1105.36 FT. TO A POINT ON THE EASTERLY BOUNDARY OF THE SW1/4NW1/4 OF SAID SECTION;

THENCE S. 00° 06' 38" W. ALONG SAID BOUNDARY A DISTANCE OF 107.97 FT. TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF STATE HIGHWAY 28;

THENCE N. 60° 46' 37" W. ALONG SAID RIGHT-OF-WAY A DISTANCE OF 109.57 FT. TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF SAID GILMORE AND PITTSBURG RAILROAD;

THENCE N. 54° 31' 55" W. ALONG SAID RAILROAD RIGHT-OF-WAY A DISTANCE OF 163.25 FT.;

THENCE N. 32° 55' 10" E. A DISTANCE OF 100.07 FT. TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF SAID RAILROAD;

THENCE N. 54° 31' 55" W. ALONG SAID RIGHT-OF-WAY A DISTANCE OF 103.29 FT. TO A POINT ON THE NORTHERLY BOUNDARY OF KIRTLEY LANE;

THENCE N. 84° 28' 01" E. ALONG SAID BOUNDARY A DISTANCE OF 262.41 FT.;

THENCE N. 00° 08' 14" E. A DISTANCE OF 562.57 FT.;

THENCE N. 54° 59' 46" W. A DISTANCE OF 358.27 FT.;

THENCE N. 52° 08' 55" W. A DISTANCE OF 585.70 FT.;

THENCE N. 24° 11' 33" E. A DISTANCE OF 220.86 FT.;

THENCE N. 00° 14' 48" W. A DISTANCE OF 473.76 IN AN EXISTING FENCE.

THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID FENCE;

S. 62° 26' 00" E., 264.91 FT., S. 76° 37' 37" E., 268.28 FT.;

N. 82° 46' 59" E., 140.41 FT., N. 74° 04' 35" E., 33.18 FT. TO A POINT IN THE EASTERLY BOUNDARY OF THE NW1/4NW1/4 OF SAID SECTION;

THENCE S. 00° 06' 38" W. ALONG SAID BOUNDARY 158.12 FT. TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION OF THE ABOVE DESCRIBED REAL PROPERTY LYING WITHIN THE BOUNDARY OF HIGHWAY 28.

END OF SCHEDULE A

OWNER'S POLICY

Order No: 307010657L-G

Policy No: 13 0044 106 0001340

SCHEDULE B PART I

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

General Exceptions:

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
3. Easements, or claims of easement, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

SCHEDULE B PART II

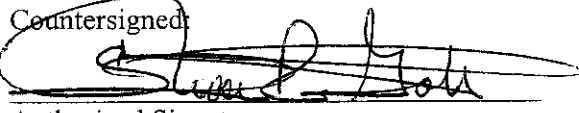
Special Exceptions:

7. Taxes, including any assessments collected therewith, for the year 2001, which are a lien not yet payable.
8. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted to: The State of Idaho.
Purpose: Public Utilities.
Recorded: June 7, 1941.
Book C at Page 371.
9. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted to: Idaho Power Company, a corporation.
Purpose: Public Utilities.
Recorded: May 11, 1942.
Book C at Page 448.

10. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted to: Idaho Power Company, a corporation.
Purpose: Public Utilities.
Recorded: May 11, 1942.
Book C at Page 449.
11. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted to: The State of Idaho, Department of Fish and Game.
Purpose: Fish Screen.
Recorded: September 11, 1958.
Book E at Page 1 & 2.
12. An easement for the purpose shown below and rights incidental thereto as reserved in a document.
Purpose: Right of way for a pipeline.
Recorded: February 18, 1963.
Book E, Page 544 of Official Records.
13. An easement for the purpose shown below and rights incidental thereto as reserved in a document.
Purpose: Road right of way.
Recorded: October 15, 1973.
Instrument/File No.: 125185.
14. An easement as reserved in a document.
Recorded: February 9, 1976.
Instrument/File No.: 132058.
15. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted to: James F. Stoddard.
Purpose: Public Utilities.
Recorded: November 29, 1977.
Instrument No.: 138649.
16. Any adverse claim based on the assertion that the location of the Lemhi River has moved.
17. Any rights, interests or easements in favor of the public which exist or are claimed to exist over any part of said land covered by water that is included within the boundaries of Lemhi River.

END OF SCHEDULE B

Countersigned:


Authorized Signature

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

WARRANTY DEED

FOR VALUE RECEIVED, CARL C. HECKENDORF and LINDA A. HECKENDORF, husband and wife, the Grantors, do hereby grant, bargain, sell and convey unto THE CITY OF SALMON, a municipal corporation, whose current address is 200 Main Street, Salmon, ID 83467, the Grantee, the following described premises, in Lemhi County, Idaho, to-wit:

See attached Exhibit "A."

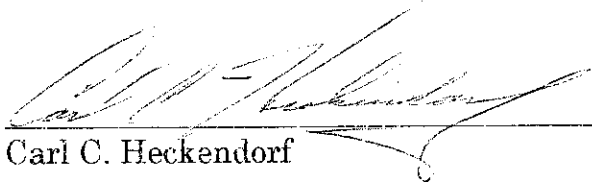
SUBJECT TO:

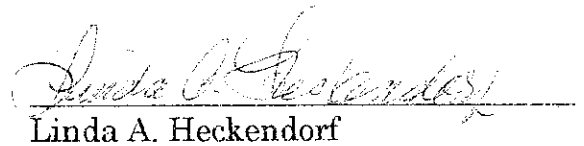
1. An easement granted to The State of Idaho for public utilities, recorded June 7, 1941 in Book C at Page 371, records of Lemhi County, Idaho.
2. An easement granted to Idaho Power Company, a corporation, for public utilities, recorded May 11, 1942 in Book C at page 448, records of Lemhi County, Idaho.
3. An easement granted to Idaho Power Company, a corporation, for public utilities, recorded May 11, 1942 in Book C at page 449, records of Lemhi County, Idaho.
4. An easement granted to The State of Idaho, Department of Fish and Game, for fish screen, recorded September 11, 1958 in Book E at Page 1 and 2.
5. An easement for a right-of-way for a pipeline with the conditions set forth in that document recorded February 18, 1963 in Book E, Page 544 of Official Records of Lemhi County, Idaho.
6. An easement for a road right-of-way with the conditions set forth in that document recorded October 15, 1973 as Instrument No. 125185, records of Lemhi County, Idaho.
7. An easement as reserved in a certain document recorded February 9, 1976 as Instrument No. 132058, records of Lemhi County, Idaho.

8. An easement granted to James F. Stoddard for public utilities, recorded November 29, 1977 as Instrument No. 138649, records of Lemhi County, Idaho.
9. Adjudication in the case of In Re the General Adjudication of Right to the Use of Water from the Snake River Basin Water System, Civil Case No. 35976, in the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Twin Falls.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto said Grantee, its heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee that they are the owners in fee simple of said premises; that they are free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

DATED: September 24th, 2001.

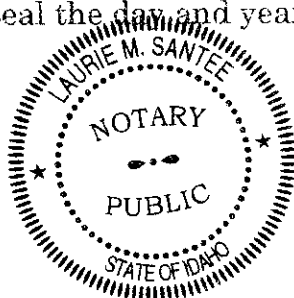

Carl C. Heckendorf

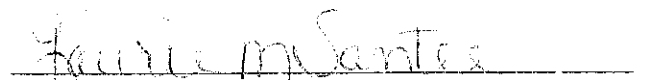

Linda A. Heckendorf

STATE OF IDAHO)
) SS
County of Lemhi)

On this 24th day of September, 2001, before me, a Notary Public in and for said State, personally appeared CARL C. HECKENDORF and LINDA A. HECKENDORF, 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 Idaho
Residing at Salmon, Idaho
Commission Expires: 6-19-2007

LEGAL DESCRIPTION
EXHIBIT 'A'

A PARCEL OF LAND LOCATED IN SECTION 9, T. 21 N., R. 22 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE NE CORNER OF SAID SECTION FROM WHICH THE SE CORNER OF SAID SECTION BEARS S. 00° 17' 33" W., 5305.50 FT., THE BASIS OF BEARING OF THIS DESCRIPTION, RUN THENCE S. 89° 22' 15" W. ALONG THE NORTHERLY BOUNDARY OF SAID SECTION A DISTANCE OF 3955.97 FT. TO THE NE CORNER OF THE NW1/4NW1/4 OF SAID SECTION.

THENCE S. 00° 06' 38" W. ALONG THE EASTERLY BOUNDARY OF SAID NW1/4NW1/4 A DISTANCE OF 419.19 FT. TO THE SOUTHWESTERLY CORNER OF LOT 2 OF THE COUNTY LANES SUBDIVISION AND THE POINT OF BEGINNING.

THENCE THE FOLLOWING COURSES AND DISTANCES ALONG THE SOUTHERLY BOUNDARY OF SAID LOT;

S. 83° 55' 18" E., 200.14 FT.; S. 64° 00' 18" E., 400.00 FT.;

S. 79° 55' 18" E., 300.12 FT.; S. 35° 15' 21" E., 769.72 FT.;

THENCE S. 48° 06' 13" E. A DISTANCE OF 22.97 FT. TO THE SE CORNER OF THE NE1/4NW1/4 OF SAID SECTION;

THENCE N. 00° 10' 15" E. ALONG THE EASTERLY BOUNDARY OF SAID NE1/4NW1/4 A DISTANCE OF 334.14 FT. TO A POINT ON THE SOUTHERLY BANK OF THE LEMHI RIVER;

THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID BANK;

S. 66° 37' 03" E., 123.61 FT.; S. 28° 23' 55" E., 48.98 FT.;

S. 12° 08' 54" W., 246.56 FT. TO A POINT ON THE NORTHERLY BOUNDARY OF THE SE1/4NE1/4 OF SAID SECTION;

THENCE N. 89° 21' 55" E. ALONG SAID BOUNDARY 18.85 FT. TO A POINT ON THE CENTERLINE OF THE LEMHI RIVER;

THENCE S. 07° 31' 54" W. ALONG SAID CENTERLINE 80.87 FT.;

THENCE S. 89° 16' 18" W. A DISTANCE OF 94.25 FT. TO A POINT IN AN EXISTING FENCE;

THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID FENCE;

N. 88° 43' 02" W., 36.18 FT.; S. 00° 19' 34" E., 1228.56 FT.;

S. 00° 51' 22" E., 213.47 FT.; S. 00° 26' 01" W., 203.48 FT. TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF THE ABANDONED GILMORE AND PITTSBURG RAILROAD AND STATE HIGHWAY 28;

THENCE N. 54° 20' 59" W. ALONG SAID RIGHT-OF-WAYS A DISTANCE OF 480.80 FT. TO A POINT WHERE THE RIGHT-OF-WAY OF SAID HIGHWAY LEAVES THE RAILROAD RIGHT-OF-WAY AS MARKED ON THE GROUND WITH A STATE HIGHWAY RIGHT-OF-WAY MONUMENT;

THENCE N. 54° 31' 55" W. CONTINUING ALONG SAID RAILROAD RIGHT-OF-WAY A DISTANCE OF 1105.36 FT. TO A POINT ON THE EASTERLY BOUNDARY OF THE SW1/4NW1/4 OF SAID SECTION;

THENCE S. 00° 06' 38" W. ALONG SAID BOUNDARY A DISTANCE OF 107.97 FT. TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF STATE HIGHWAY 28;

THENCE N. 60° 46' 37" W. ALONG SAID RIGHT-OF-WAY A DISTANCE OF 109.57 FT. TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF SAID GILMORE AND PITTSBURG RAILROAD;

THENCE N. 54° 31' 55" W. ALONG SAID RAILROAD RIGHT-OF-WAY A DISTANCE OF 163.25 FT.;

THENCE N. 32° 55' 10" E. A DISTANCE OF 100.07 FT. TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF SAID RAILROAD;

THENCE N. 54° 31' 55" W. ALONG SAID RIGHT-OF-WAY A DISTANCE OF 103.29 FT. TO A POINT ON THE NORTHERLY BOUNDARY OF KIRTLEY LANE;

THENCE N. 84° 28' 01" E. ALONG SAID BOUNDARY A DISTANCE OF 262.41 FT.;

THENCE N. 00° 08' 14" E. A DISTANCE OF 562.57 FT.;

THENCE N. 54° 59' 46" W. A DISTANCE OF 358.27 FT.;

THENCE N. 52° 08' 55" W. A DISTANCE OF 585.70 FT.;

THENCE N. 24° 11' 33" E. A DISTANCE OF 220.86 FT.;

THENCE N. 00° 14' 48" W. A DISTANCE OF 473.76 IN AN EXISTING FENCE.

THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID FENCE;

S. 62° 26' 00" E., 264.91 FT., S. 76° 37' 37" E., 268.28 FT.;

N. 82° 46' 59" E., 140.41 FT., N. 74° 04' 35" E., 33.18 FT. TO A POINT IN THE EASTERLY BOUNDARY OF THE NW1/4NW1/4 OF SAID SECTION;

THENCE S. 00° 06' 38" W. ALONG SAID BOUNDARY 158.12 FT. TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION OF THE ABOVE DESCRIBED REAL PROPERTY LYING WITHIN THE BOUNDARY OF HIGHWAY 28.

State of Idaho)
County of Lemhi) SS No. 245342
This instrument was filed for record at the request
of Alliance Utah
at 2:43 o'clock p.m. 9/25 2001
and duly filmed and indexed in the records of Lemhi
County
Terri J. Morton
Ex-Officio Recorder
Sandra Limbueg
Fee 12.00
Return to AT

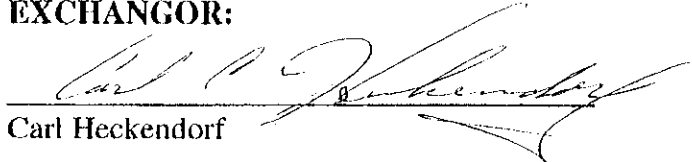
NOTICE OF ASSIGNMENT

City of Salmon
Attn: City Administrator
200 Main Street
Salmon, ID 83467

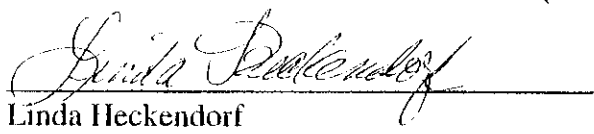
Alliance Title & Escrow Corporation
205 Courthouse Drive
Salmon, ID 83467

You are hereby notified that all of our rights and interest in certain Buy/Sell Agreement dated April 2, 2001, for the sale and purchase of the property described on Exhibit "1" attached hereto and incorporated by reference, which agreements are attached hereto as Exhibit "2" and incorporated by reference, have been assigned to Montana 1031 Exchange Corp, Inc., of P. O. Box 4747, Missoula, Montana 59806-4747, who is acting as our agent and intermediary for an exchange of like-kind property, qualifying as such under Section 1031 of the United States Internal Revenue Code.

EXCHANGOR:

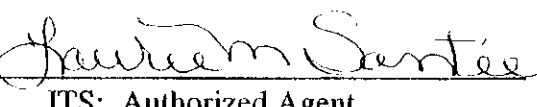

Carl Heckendorf

Date: 9-24-01


Linda Heckendorf

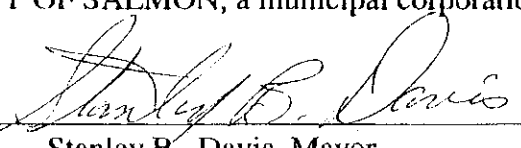
Date: 9-24-01

RECEIPT ACKNOWLEDGED:**CLOSING AGENT: Alliance Title & Escrow Corporation**

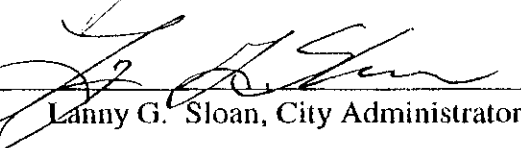
By: 
ITS: Authorized Agent

Date: 9-24-01

BUYER:**CITY OF SALMON, a municipal corporation**

By: 
Stanley B. Davis, Mayor

Date: 9-24-01

By: 
Lanny G. Sloan, City Administrator

Date: 9-24-01

RETURN TO:

Montana 1031 Exchange Corp, Inc.
P.O. Box 4747, Missoula, MT 59806
cas00133

PURCHASE AND SALE AGREEMENT

AGREEMENT, made as of the 2nd day of April, 2001, by and between Carl and Linda Heckendorf, having their principal place of residence in Salmon, Idaho (hereinafter referred to as the "Seller"); and THE CITY OF SALMON, a municipal corporation existing within the County of Lemhi and State of Idaho, (hereinafter referred to as the "Buyer");

WITNESSETH:

In consideration of the Purchase Price described in Paragraph 1 (a) hereof, and subject to the further terms and conditions set forth herein, the Seller hereby agrees to sell and convey, and the Buyer hereby agrees to purchase, the approximately 75 acres (but no less than 71.2 acres) of improved and unimproved real property known as the Heckendorf Ranch (exclusive of the business) and appurtenant Ditch and Water Rights in Section 9, Township 21 North, Range 22 East included in Lemhi County Tax Numbers 3357, 3358, 1279, 1632, 1984 and 2942. A metes and bounds legal description will be provided prior to closing for preparation and delivery of final deed. Title to the Premises will be conveyed free and clear of all encumbrances, liens, or exceptions to title other than those set forth in Attachment B or in Paragraph 7 hereof. It is understood that the subject property is being acquired for the purpose of constructing the "Sacajawea Interpretive, Cultural, and Education Center" and that funds are earmarked and provided by an approved Special Projects appropriation from the U.S. Department of Housing and Urban Development.

1. CONSIDERATION

The Purchase Price for the Premises shall be no less than \$ 800,000, with adjustments as defined by Additional Terms and Conditions in Attachment B (Item 1), which the Buyer agrees to pay in cash or by certified check or bank draft on the date of the closing of title and upon delivery of the deed as hereinafter provided.

2. DEED

The deed of conveyance to the Premises shall be in the form of a full covenant and Warranty Deed in the usual Idaho form, which shall be duly executed, acknowledged and delivered, all at the Seller's expense, conveying the fee simple title in and to the Premises to the Buyer, free and clear of all encumbrances, liens and exceptions to title other than those set forth in Attachment B hereof or in Paragraph 7 hereof. The Seller shall pay any conveyance tax due in connection with this transaction imposed on Seller by applicable law. The Seller agrees to execute, at the time of closing, an affidavit regarding the nonexistence of mechanic's liens, materialmen's liens or rights of tenants upon the Premises and other conditions of or on the Premises required by a

licensed title insurance company necessary in order to issue a "clean" title insurance policy.

3. APPORTIONMENTS

The taxes and assessments of the Lemhi County in which the Premises are situated will be prorated, as of the date of the closing of title. Should any tax, assessment, or rate be undetermined on the date of the closing of title, the last determined tax, assessment, or rate shall be used for the purpose of the apportionment.

4. CONDITION OF PREMISES

The Buyer further agrees with and represents to the Seller that it has examined the Premises, that it is fully satisfied with the physical condition thereof, and that neither the Seller nor any representative of the Seller has made any representation or promise upon which the Buyer has relied concerning the physical condition of the Premises or of any property covered by this Agreement, except as herein may be expressly set forth. Seller makes no representations or warranties as to whether or not the boundary lines of said real property is accurate, nor any representation as to the number of acres contained in the legal description of the property described herein as the Buyer is buying the said property "in gross" and not by the acre. Buyer acknowledges that fence lines or other physical features may not represent property boundaries.

5. TITLE

Within fifteen (15) days after the execution hereof, Buyer shall obtain a current commitment for title insurance thereafter the "commitment", issued by Alliance Title and Escrow Corporation, covering the Premises, together with legible copies of documents of record described therein. Seller shall be responsible for the premium if this transaction is closed. Buyer shall within ten (10) days after receiving the commitment, give written notice to Seller specifying any and each title exception contained in the commitment which would impair or prohibit Buyer's use of the property (thereinafter the "material title defect"), and Seller may, at Seller's sole discretion, elect within ten (10) days after Seller's receipt of such notice to cause such material title defect to be removed or cured at or prior to the closing or to notify Buyer that such material defect will not be cured; provided, however, that if the Seller elects not to remove or cure a material defect, then Buyer shall elect to (i) accept the commitment and proceed to close; or (ii) terminate this agreement. If Seller notifies Buyer that a material title defect objected to by Buyer will not be discharged or cured prior to or at the closing, then Buyer must make its election as provided above by giving written notice to the Seller within ten (10) days after the receipt of such notice. In the event the Buyer fails to make its election after Buyer's timely receipt of Seller's notice that a

material title defect will not be cured prior to or at the closing, Buyer shall be deemed to have accepted the commitment and proceed to close.

6. INSURANCE

Seller shall continue to insure all personal property of the Seller from the date of this agreement until Buyer takes possession of the entire premises. Buyer will not be responsible for any risk or loss to the Seller's personal property, unless Buyer causes risk or loss.

7. ENCUMBRANCES

In addition to the exceptions to title in Attachment B, the Premises will be conveyed subject to:

(a) Any restrictions or limitations imposed or to be imposed by governmental authority; including the zoning and planning rules and regulations of the County, and region or district, if any, in which the Premises are situated but not violations of the same;

(b) Taxes of Lemhi County which become due and payable after the date of delivery of the Deed, which taxes, if any, the Buyer will assume and agree to pay as part of the consideration for the deed;

(c) Public improvement assessments, and/or any installments thereof, which assessments and /or installments become due and payable after the date of the delivery of the deed, which assessments and/or installments, if any, the Buyer will assume and agree to pay as part of the consideration for the deed.

8. ENTIRE AGREEMENT

It is understood and agreed that this written Agreement (including Attachment B) constitutes the entire agreement between the parties hereto, and that no oral statements or promises, and no understandings not embodied in this writing, shall be valid or binding.

9. CLOSING

It is agreed by the parties hereto that the Closing of Title (hereinafter referred to as the "Closing") shall take place at Alliance Title and Escrow Corporation, Salmon, Idaho on or before July 2, 2001 (the "Closing Date"), at a time to be determined, or such other place and date as may be mutually agreed upon by the parties hereto, at which time the deed shall be delivered upon receipt of the Purchase Price provided, however, that the above date is designed to allow the Seller to meet the Buyer's contingencies described in Paragraph 13 hereof, and the parties agree that the closing shall take place promptly. Buyer agrees to cooperate with Seller in IRC Section 1031, at Seller's expense.

10. BROKER

The parties hereto recognize that there was no agent or broker who negotiated the sale of the Premises. This Agreement is consummated by the Seller in reliance on the representation of the Buyer that no broker or

agent brought the Premises to the Buyer's attention or was, in any way, a procuring cause of this sale and purchase. The Seller represents to the Buyer that no broker or agent represented the Seller in the sale of the Premises to the Buyer or has any exclusive sale or exclusive agency listing on the Premises, and the Seller hereby agrees to indemnify and hold harmless the Buyer against the claim of any broker or agent for a commission due by reason of this sale where it is judicially determined that said broker or agent had such a sale or agency listing applicable to such sale of the Premises. The Buyer hereby agrees to indemnify and hold harmless the Seller against the claim of any broker or agent for a commission due by reason of this sale, where it is judicially determined that said broker or agent called the Premises to the Buyer's attention or interested Buyer therein. Any indemnity contemplated within this Section 10 shall include without limitation, all reasonable costs of defending any such claim, including reasonable attorney's fees. The provisions of this paragraph shall survive the delivery of the deed hereunder.

11. DEFAULT

If any payment due hereunder is not paid, honored or tendered when due, or if any other obligation hereunder is not performed or waived as herein provided, there shall be the following remedies:

(a) If Buyers are in Default: Sellers may elect to treat this contract as cancelled, in which case all payments and things of value received hereunder shall be forfeited and retained on behalf of Sellers, and Sellers may recover such damages as may be proper, or Sellers may elect to treat this contract as being in full force and effect and Sellers shall have the right to specific performance or damages, or both.

(b) If Sellers are in Default: Buyers may elect to treat this contract as cancelled, in which case all payments and things of value received hereunder shall be returned and Buyers may recover such damages as may be proper, or Buyers may elect to treat this contract as being in full force and effect and Buyers shall have the right to specific performance or damages, or both.

12. SELLER CONTINGENCIES

Should it become necessary for either party to commence legal action or to defend against legal action arising out of the terms of this agreement, the prevailing party shall be entitled to recover, in addition to all other rights hereunder, reasonable attorney fees, including court costs.

13. BUYER CONTINGENCY

(a) This Agreement is contingent upon the approval of the Salmon City Council. The Buyer agrees to submit this Agreement to the Salmon City Council for approval at a duly called and noticed meeting no later than May 2, 2001. If the Buyer shall not have received approval of this agreement by the Salmon City Council by June 20, 2001, this Agreement

shall terminate and be of no further force or effect, and the parties shall be relieved of all liability each to the other hereunder.

(b) This Agreement is contingent upon meeting Federal regulations including 24 CFR Part 85, OMB Circulars A-87 and A-133, and 24 CFR Part 58, as determined by the U.S. Department of Housing and Urban Development.

(c) This Agreement is contingent upon the receipt by the Buyer of a commitment by the U.S. Department of Housing and Urban Development, that the Buyer will receive approval of the funding for the project which is numbered B-01-SP-ID-0175. If the Buyer has not received the notification for Release of Funds by July 2, 2001, the Buyer may terminate this Agreement by providing the Seller and the Seller's attorney with written notice of the Buyer's inability to satisfy such contingency ("the Termination Notice"). Should the Buyer be unable to satisfy such contingency, the Buyer, at its sole election, may (i) proceed with the consummation of this Agreement without regard to the failure of the contingency, or (ii) terminate this Agreement by delivering the Termination Notice as provided above. If the Buyer delivers the Termination Notice to the Seller or the Seller's attorney on or before the Termination Date, all rights and liabilities of the parties hereto by reason of this Agreement shall be deemed at an end; if the Termination Notice is not so delivered on or before the Termination Date, the Buyer shall be deemed to have elected to proceed with the consummation of this Agreement in accordance with the of clause (i) above.

(d) If the Fair Market Appraisal of the premises is less than \$727,500, completion of sale is contingent on Buyer justification to the City of Salmon and the U.S. Department of Housing and Urban development. If the Buyer is unable to obtain this approval by the Closing Date, the Buyer may terminate this agreement as specified by procedures in paragraph 13(c). Buyer shall provide Seller with entire Fair Market Appraisal report at no cost to Seller.

(e) Buyer reserves the right to conduct standard inspections on structures, utilities, access, easements, well, septic systems, water and/or mineral rights, and flood plain surveys.

14. EFFECT AND ASSIGNMENT

The covenants and agreements herein are to be binding upon and inure to the benefit of the parties hereto, their respective heirs, representatives, successors and assigns and shall survive the delivery of the deed hereunder. No assignment of this Agreement by the Buyer shall be valid unless the Seller assents thereto in writing. This Agreement constitutes the entire agreement between the parties and may not be changed except by a contract in writing signed by the party or parties against the enforcement of any waiver, change, modification, extension, estoppel, or discharge is sought. Whenever used, the singular number shall include

the plural, the plural the singular, and the use of any gender shall be applicable to genders.

15. NO VIOLATIONS

The Seller represents that to the best of its knowledge, at the time of the closing of title, there shall exist no violations of government (including environmental and zoning and planning) rules, regulations or limitations, unless same have become legally nonconforming, and no violations of any restrictive covenant, agreement or condition subject to which the title is to be conveyed in accord with the terms hereof.

16. ENVIRONMENTAL TESTING

The Buyer shall have the right to have a Phase I environmental site assessment of the Premises conducted during a 45-day period commencing on the date of this Agreement, upon 24-hour notice to Seller. If the Buyer is reasonably dissatisfied with the condition of the Premises as indicated by such site assessment disclosing any risk of environmental contamination of the premises, the Buyer may, by written notice to the Seller or the Seller's attorney describing such risk of environmental contamination and reasonable dissatisfaction and enclosing a copy of such Phase 1 site assessment, terminate this Agreement. If the Buyer terminates this Agreement as provided in this Section 16, all rights and liabilities of the parties hereto by reason of this Agreement shall be deemed at an end. Unless the Buyer shall have given such written notice to the Seller or the Seller's attorney of the Buyer's termination of this Agreement on or before the end of the aforesaid 45-day period, the Buyer shall have no further right to terminate this Agreement pursuant to Section 16. The cost of such testing shall be paid by the Buyer.

17. OWNERSHIP

Seller represents that at the signing of the this Contract, the Seller is the record owner in fee simple of the Premises being conveyed herein and is not under any incapacity, other than the statutory provisions set forth in Section 12 hereof, which prevents it from entering into this Agreement or complying with the terms thereof.

18. ACCESS

Upon the signing of this agreement and 24 hour written notification to the Seller, Buyer shall have the right to enter upon the Premises for the purpose of inspecting and surveying the same, digging test holes thereon and similar and related purposes, including the right to enter upon the Premises for the purpose of conducting the Phase I environmental site assessment contemplated in Section 16 hereof, cultural surveying, and completing the environmental review. Buyer agrees to restore the Premises to substantially its present conditions after entering thereon, and agrees to indemnify the Seller and hold it harmless from any and all claims of any and every nature and description arising from or out of the

entrance onto the Premises by the Buyer, its agents, servants, or employees. Buyer agrees to furnish the Seller with copies of all test results and surveys, without cost to the Seller, upon request.

19. OTHER TERMS

POSSESSION: Seller shall retain possession of the residence and outbuildings after closing at no cost to Seller for no more than 60 days. While in possession, Seller will maintain irrigation, cutting, weed control, ditch maintenance, storage and sale of crops until premises are vacated. Buyer will begin construction related activities immediately following closing with the exception of the premises reserved by the Seller.

INCLUDED ITEMS: All attached fixtures associated with the residence and property including water rights, ditch rights used in connection with the property and premises, excluding items listed in Attachment B, Item 4.

20. NOTICES

Any notice provided for by this Agreement and any other notice or communication which either party may wish to send to the other (collectively "Notices") shall be in writing and given by personal delivery or sent by United States registered or certified mail, return receipt requested, in a properly sealed envelope, postage-prepaid, addressed to the party for which such notice is intended, at such party's address set forth below or at any other address provided in writing by such party to other by notice complying with this Section 19:

If to Buyer, to:

City of Salmon

200 Main Street, Salmon, Idaho 83467

Attention : City Administrator

With a copy to:

John S. McKinney, Attorney at Law

P.O. Box 1442, Salmon, Idaho 83467

If to Seller, to:

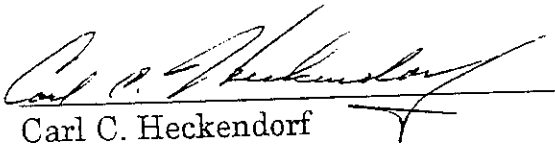
Carl C. Heckendorf

7 Kirtley Lane, Salmon, Idaho 83467

With a copy to:

Jordan Smith, Attorney at Law

804 Main St., Salmon, Idaho 83467

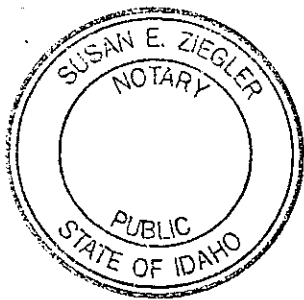

Carl C. Heckendorf

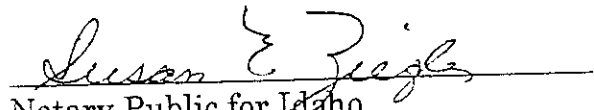

Linda A. Heckendorf

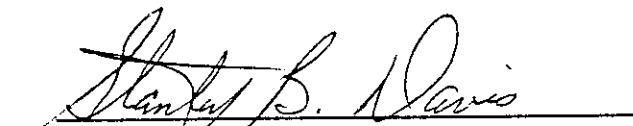
STATE OF IDAHO)
) SS
County of Lemhi)

On this 2nd day of April, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared CARL C. HECKENDORF and LINDA A. HECKENDORF, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

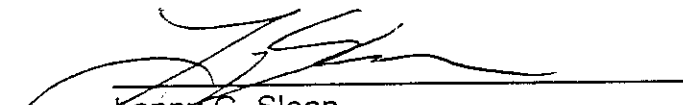
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.




Notary Public for Idaho
Residing at Salmon, Idaho
Commission Expires: 9-4-2005


Stanley B. Davis
Mayor, City of Salmon

ATTEST:


Larry G. Sloan
City Administrator

ATTACHMENT B
ADDITIONAL TERMS AND CONDITIONS

Pursuant to the AGREEMENT, made as of the 2nd day of April, 2001, by and between Carl and Linda Heckendorf, having their principal place of residence in Salmon, Idaho (hereinafter referred to as the "Seller"); and THE CITY OF SALMON, a municipal corporation existing within the County of Lemhi and State of Idaho, (hereinafter referred to as the "Buyer");

ADDITIONAL TERMS AND CONDITIONS

- 1) In the event the Fair Market Appraisal exceeds the Purchase Price of \$800,000, the parties agree that the Purchase Price will increase to the amount of the Fair Market Appraisal, not to exceed \$900,000.
- 2) BUYER and SELLER reserve the right to a second "Certified" Fair Market Appraisal at their expense to be completed prior to June 20, 2001. An average of the two Fair Market Appraisals will determine the Purchase Price provided the Purchase Price will not be less than \$800,000 and no more than \$900,000.
- 3) At SELLER's option, BUYER will accept donation of value for any Fair Market Value above \$900,000.
- 4) SELLER excludes all personal property, including but not limited to the wood cook stove, any fixed lamps, horse panels, horse hot-walker, drapes, curtains, and stained glass inserts from the sale of the premises.

WADE SURVEYING

P.O. Box 1175

Salmon, Idaho 83467

Phone (208) 756-3070

May 16, 2001

A parcel of land located in Section 9, T. 21 N., R. 22 E., Boise Meridian, Lemhi County, Idaho, more particularly described as follows.

Commencing at the NE Corner of said section from which the SE Corner of said section bears S 00°17'33" W 5305.50 ft., the Basis Of Bearing of this description, run thence S 89°22'15" W along the northerly boundary of said section a distance of 3955.97 ft. to the NE Corner of the NW 1/4 NW 1/4 of said section and the POINT OF BEGINNING;

Thence S 00°06'38" W along the easterly boundary of said NW 1/4 NW 1/4 a distance of 419.19 ft. to the southwesterly corner of Lot 2 of the County Lanes Subdivision;
Thence the following courses and distances along the southerly boundary of said lot:

S 83°55'18" E 200.14 ft.; S 64°00'18" E 400.00 ft.;
S 79°55'18" E 300.12 ft.; S 35°15'21" E 769.72 ft.;

Thence S 48°06'13" E a distance of 22.97 ft. to the SE Corner of the NE 1/4 NW 1/4 of said section;

Thence N 00°10'15" E along the easterly boundary of said NE 1/4 NW 1/4 a distance of 334.14 ft. to a point on the southerly bank of the Lemhi river;

Thence the following courses and distances along said bank:

S 66°37'03" E 123.49 ft.; S 28°23'55" E 48.98 ft.;
S 12°08'54" W 246.49 ft.;

Thence N 89°21'55" E a distance of 18.74 ft. to a point on the centerline of the Lemhi River;

Thence S 07°31'54" W along said centerline 80.87 ft.;

Thence S 89°16'18" W a distance of 94.25 ft. to a point in an existing fence;

Thence the following courses and distances along said fence:

N 88°43'02" W 36.18 ft.; S 00°19'34" E 1228.56 ft.;
S 00°51'22" E 213.47 ft.; S 00°26'01" W 203.48 ft. to

a point on the northerly right-of-way of the abandoned Gilmore and Pittsburg Railroad and State Highway 28;

Thence N 54°20'59" W along said right-of-ways a distance of 480.80 ft. to a point where the right-of-way of said highway leave the railroad right-of-way as marked on the ground with a state highway right-of-way monument;

Thence N 54°31'55" W continuing along said railroad right-of-way a distance of 1105.36 ft. to a point on the easterly boundary of SW 1/4 NW 1/4 of said section;

Thence S 00°06'38" W along said boundary a distance of 107.97 ft. to a point on the northerly right-of-way of State Highway 28;

Thence N 60°46'37" W along said right-of-way a distance of 109.57 ft. to a point on the southerly right-of-way of said Gilmore and Pittsburg Railroad;

Thence N 54°31'55" W along said railroad right-of-way a distance of 163.25 ft.;

Thence N 32°55'10" E a distance of 100.07 ft. to a point on the northerly right-of-way of said railroad;

Thence N 54°31'55" W along said right-of-way a distance of 103.29 ft. to a point on the northerly boundary of Kirtley Lane;

Thence N 84°28'01" E along said boundary a distance of 262.41 ft.;

Thence N 00°08'14" E a distance of 562.57 ft.;

Thence N 54°59'46" W a distance of 358.27 ft.;

Thence N 52°08'55" W a distance of 585.70 ft.;

Thence N 24°11'33" E a distance of 220.86 ft.;

Thence N 00°14'48" W a distance of 569.59 ft. to a point on the northerly boundary of said Section 9;

Thence N 89°22'15" E along said boundary a distance of 668.00 ft. to the POINT OF BEGINNING.

PARCEL CONTAINS 74.94 ACRES

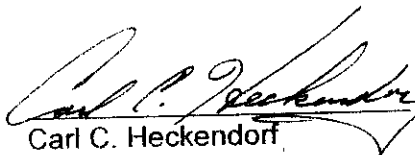
TOGETHER WITH AND SUBJECT TO: Any historical easements.

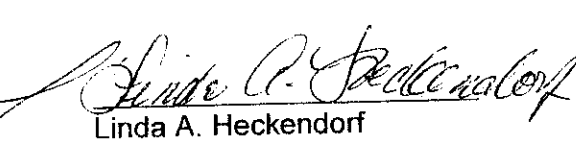
EXTENSION AMMENDMENT A

AGREEMENT, made as of the 27th day of June, 2001, by and between Carl and Linda Heckendorf, having their principal place of residence in Salmon, Idaho (hereinafter referred to as the "Seller"); and THE CITY OF Salmon, a municipal corporation existing within the County of Lemhi and State of Idaho, (hereinafter referred to as the "Buyer"); to amend the Purchase Agreement dated April 2, 2001.

1. AMMENDMENT

In reference to Section 9 CLOSING and Section 14 EFFECT AND ASSIGNMENT, the Buyer and the Seller agree to extend the Closing of Title (hereinafter referred to as the "Closing") from "on or before July 2, 2001" to, "on or before August 3, 2001".

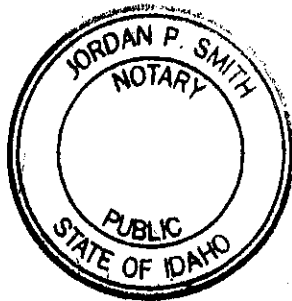

Carl C. Heckendorf

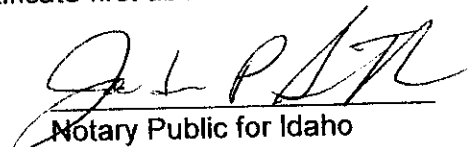

Linda A. Heckendorf

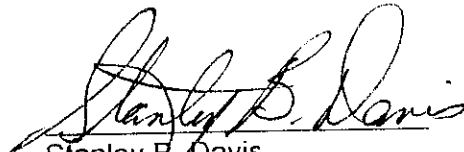
STATE OF IDAHO)
) SS
County of Lemhi)

On this ^{2nd} ~~27th~~ day of ^{July} ~~June~~, 2001, before me, the undersigned, a notary public in and for the State, personally appeared CARL C. Heckendorf and LINDA A. HECKENDORF, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

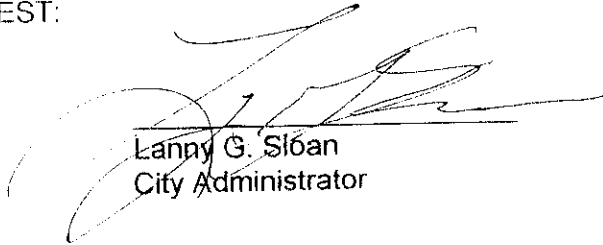
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.




Notary Public for Idaho
Residing at Salmon, Idaho
Commission Expires: ~~9-4-2005~~ 10-8-2006


Stanley B. Davis
Mayor, City of Salmon

ATTEST:


Lanny G. Sloan
City Administrator

AMENDMENT B

AGREEMENT, made as of the 1st day of August, 2001, by and between Carl and Linda Heckendorf, having their principal place of residence in Salmon, Idaho (hereinafter referred to as the "Seller"); and THE CITY OF Salmon, a municipal corporation existing within the County of Lemhi and State of Idaho, (hereinafter referred to as the "Buyer"); to amend the Purchase Agreement dated April 2, 2001.

1. AMENDMENT

In reference to Section 9 CLOSING, Section 14 EFFECT AND ASSIGNMENT, and AMENDMENT A, the Buyer and the Seller agree to extend the Closing of Title (hereinafter referred to as the "Closing") from "on or before July 2, 2001" to, "on or before September 5, 2001".

2. AMENDMENT

In reference to Section 19 OTHER TERMS (POSSESSION), the Buyer and the Seller agree to extend the possession of residence from 60 days to 90 days. Furthermore, the Buyer will be permitted to begin construction activities within the twelve-acre alfalfa field following closing.

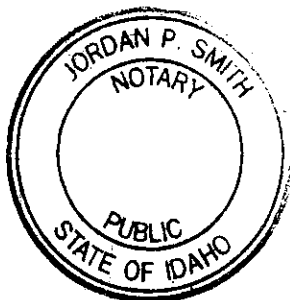

Carl C. Heckendorf

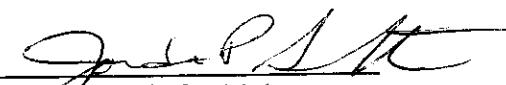

Linda A. Heckendorf

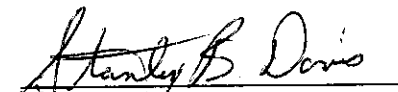
STATE OF IDAHO)
) SS
County of Lemhi)

On this 1st day of August, 2001, before me, the undersigned, a notary public in and for the State, personally appeared CARL C. Heckendorf and LINDA A. HECKENDORF, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

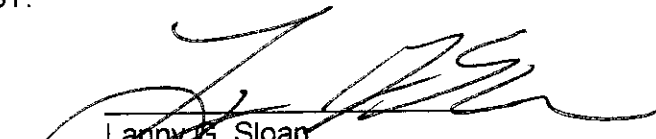
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.




Notary Public for Idaho
Residing at Salmon, Idaho
Commission Expires: 10-8-2006


Stanley B. Davis
Mayor, City of Salmon

ATTEST:


Larry G. Sloan
City Administrator

ADDENDUM

This agreement, made this 5th day of September, 2001, by and between CARL C. HECKENDORF and LINDA A. HECKENDORF, husband and wife, whose address is 7 Kirtley Lane, Salmon, ID 83467, hereinafter referred to as "Seller," and THE CITY OF SALMON, a municipal corporation existing within the County of Lemhi, State of Idaho, whose address is 200 Main Street, Salmon, ID 83467, hereinafter referred to as "Buyer," to amend that certain PURCHASE AGREEMENT dated April 2, 2001 as follows:

1. Closing. The parties agree to extend the closing date referred to in section 9 CLOSING from "on or before September 5, 2001," to "on or before September 14, 2001."

2. Consideration. The parties agree that the purchase price of \$800,000 referred to in the aforementioned PURCHASE AGREEMENT shall be reduced by the sum of \$20,790, for a total purchase price of \$779,210.

3. Legal Description. The parties agree that the real property being conveyed is described on Exhibit "A" attached hereto.

4. Allocation of Purchase Price. The parties agree that the purchase price shall be allocated as follows:

House and 4 acres	\$310,400
Remaining land	<u>468,810</u>
TOTAL	\$779,210

The remaining terms of said PURCHASE AGREEMENT shall remain in full force and effect.

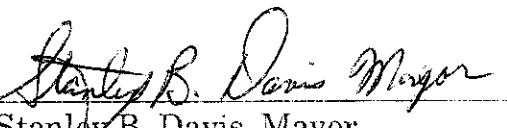
SELLER:

BUYER:

CITY OF SALMON, a municipal corporation

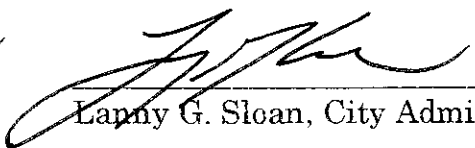

Carl C. Heckendorf

By:


Stanley B. Davis, Mayor

ATTEST:

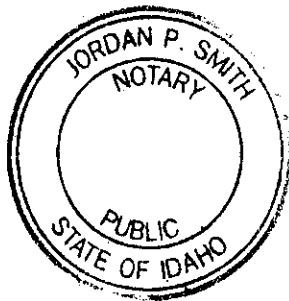

Linda A. Heckendorf


Lanny G. Sloan, City Administrator

STATE OF IDAHO)
) SS
County of Lemhi)

On this 5th day of September, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared CARL C. HECKENDORF and LINDA A. HECKENDORF, 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.



Jordan P. Smith
Notary Public for Idaho
Residing at Salmon, Idaho
Commission Expires: 10/5/06

STATE OF IDAHO)
) SS
County of Lemhi)

On this _____ day of September, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared STANLEY B. DAVIS and LANNY G. SLOAN, known to me to be the Mayor and City Administrator of the City of Salmon, and 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 Idaho
Residing at Salmon, Idaho
Commission Expires: _____

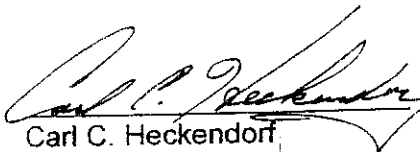
Copy
Gary

EXTENSION AMMENDMENT A

AGREEMENT, made as of the 27th day of June, 2001, by and between Carl and Linda Heckendorf, having their principal place of residence in Salmon, Idaho (hereinafter referred to as the "Seller"); and THE CITY OF Salmon, a municipal corporation existing within the County of Lemhi and State of Idaho, (hereinafter referred to as the "Buyer"); to amend the Purchase Agreement dated April 2, 2001.

1. AMMENDMENT

In reference to Section 9 CLOSING and Section 14 EFFECT AND ASSIGNMENT, the Buyer and the Seller agree to extend the Closing of Title (hereinafter referred to as the "Closing") from "on or before July 2, 2001" to, "on or before August 3, 2001".

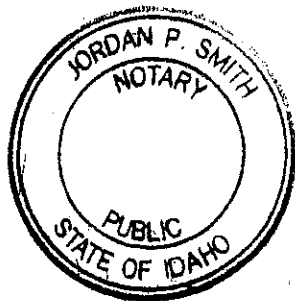

Carl C. Heckendorf

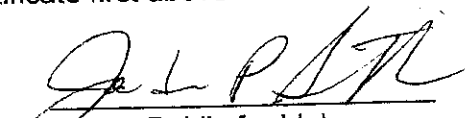

Linda A. Heckendorf

STATE OF IDAHO)
) SS
County of Lemhi)

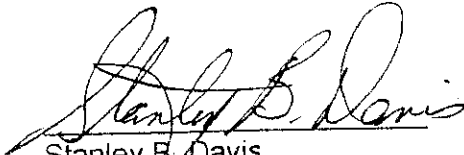
On this ^{2nd}~~27th~~ day of ^{July}~~June~~, 2001, before me, the undersigned, a notary public in and for the State, personally appeared CARL C. Heckendorf and LINDA A. HECKENDORF, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed 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.

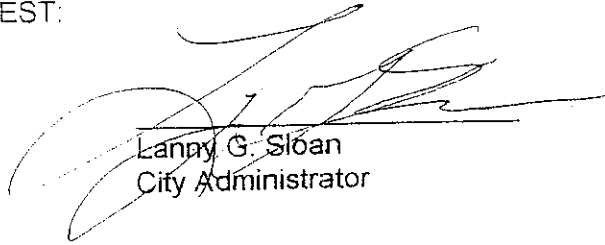



Notary Public for Idaho
Residing at Salmon, Idaho
Commission Expires: 9-4-2005

10-8-2006


Stanley B. Davis
Mayor, City of Salmon

ATTEST:


Lanny G. Sloan
City Administrator

ADDENDUM

This agreement, made this 13th day of September, 2001, by and between CARL C. HECKENDORF and LINDA A. HECKENDORF, husband and wife, whose address is 7 Kirtley Lane, Salmon, ID 83467, hereinafter referred to as "Seller," and THE CITY OF SALMON, a municipal corporation existing within the County of Lemhi, State of Idaho, whose address is 200 Main Street, Salmon, ID 83467, hereinafter referred to as "Buyer," to amend that certain PURCHASE AGREEMENT dated April 2, 2001 as follows:

1. Closing. The parties agree to extend the closing date referred to in the aforementioned PURCHASE AGREEMENT to "on or before September 21, 2001."

2. Consideration. The parties agree that the purchase price of \$800,000 referred to in the aforementioned PURCHASE AGREEMENT shall be reduced by the sum of \$21,798, for a total purchase price of \$778,202.

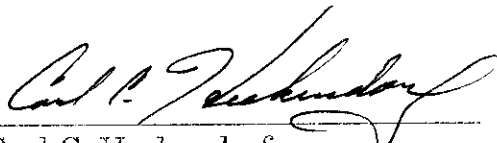
3. Legal Description. The parties agree that the real property being conveyed is described on Exhibit "A" attached hereto.

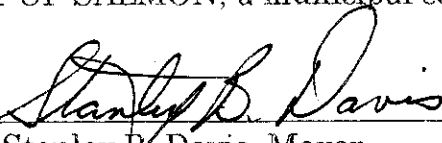
The remaining terms of said PURCHASE AGREEMENT shall remain in full force and effect.

SELLER:

BUYER:

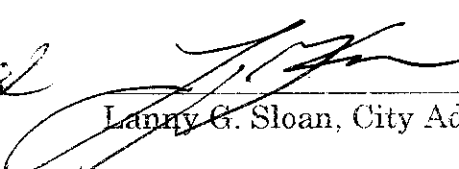
CITY OF SALMON, a municipal corporation


Carl C. Heckendorf

By: 
Stanley B. Davis, Mayor

ATTEST:

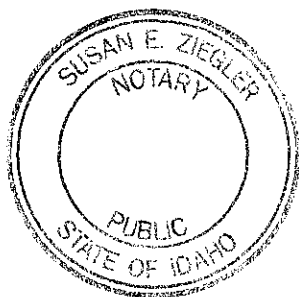

Linda A. Heckendorf


Lanny G. Sloan, City Administrator

STATE OF IDAHO)
) SS
County of Lemhi)

On this 12th day of September, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared CARL C. HECKENDORF and LINDA A. HECKENDORF, 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.

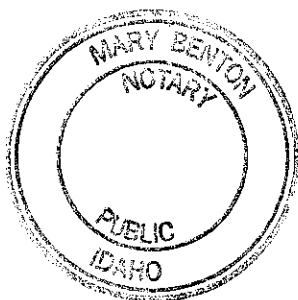


Susan E. Ziegler
Notary Public for Idaho
Residing at Salmon, Idaho
Commission Expires: 9-4-2005

STATE OF IDAHO)
) SS
County of Lemhi)

On this 13th day of September, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared STANLEY B. DAVIS and LANNY G. SLOAN, known to me to be the Mayor and City Administrator of the City of Salmon, and 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.



Mary Benton
Notary Public for Idaho
Residing at Salmon, Idaho
Commission Expires: 4/19/05

**LEGAL DESCRIPTION
EXHIBIT 'A'**

A PARCEL OF LAND LOCATED IN SECTION 9, T. 21 N., R. 22 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE NE CORNER OF SAID SECTION FROM WHICH THE SE CORNER OF SAID SECTION BEARS S. 00° 17' 33" W., 5305.50 FT., THE BASIS OF BEARING OF THIS DESCRIPTION, RUN THENCE S. 89° 22' 15" W. ALONG THE NORTHERLY BOUNDARY OF SAID SECTION A DISTANCE OF 3955.97 FT. TO THE NE CORNER OF THE NW1/4NW1/4 OF SAID SECTION AND THE POINT OF BEGINNING;

THENCE S. 00° 06' 38" W. ALONG THE EASTERLY BOUNDARY OF SAID NW1/4NW1/4 A DISTANCE OF 419.19 FT. TO THE SOUTHWESTERLY CORNER OF LOT 2 OF THE COUNTY LANES SUBDIVISION;

THENCE THE FOLLOWING COURSES AND DISTANCES ALONG THE SOUTHERLY BOUNDARY OF SAID LOT;

S. 83° 55' 18" E., 200.14 FT.; S. 64° 00' 18" E., 400.00 FT.;

S. 79° 55' 18" E., 300.12 FT.; S. 35° 15' 21" E., 769.72 FT.;

THENCE S. 48° 06' 13" E. A DISTANCE OF 22.97 FT. TO THE SE CORNER OF THE NE1/4NW1/4 OF SAID SECTION;

THENCE N. 00° 10' 15" E. ALONG THE EASTERLY BOUNDARY OF SAID NE1/4NW1/4 A DISTANCE OF 334.14 FT. TO A POINT ON THE SOUTHERLY BANK OF THE LEMHI RIVER;

THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID BANK;

S. 66° 37' 03" E., 123.49 FT.; S. 28° 23' 55" E., 48.98 FT.;

S. 10° 08' 28" W. 244.77 FT.;

THENCE N. 88° 58' 20" E. A DISTANCE OF 10.07 FT. TO A POINT ON THE CENTERLINE OF THE LEMHI RIVER;

THENCE S. 07° 31' 54" W. ALONG SAID CENTERLINE 80.87 FT.;

THENCE S. 89° 16' 18" W. A DISTANCE OF 94.25 FT. TO A POINT IN AN EXISTING FENCE;

THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID FENCE;

N. 88° 43' 02" W., 36.18 FT.; S. 00° 19' 34" E., 1228.56 FT.;

S. 00° 51' 22" E., 213.47 FT.; S. 00° 26' 01" W., 203.48 FT. TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF THE ABANDONED GILMORE AND PITTSBURG RAILROAD AND STATE HIGHWAY 28;

THENCE N. 54° 20' 59" W. ALONG SAID RIGHT-OF-WAYS A DISTANCE OF 480.80 FT. TO A POINT WHERE THE RIGHT-OF-WAY OF SAID HIGHWAY LEAVES THE RAILROAD RIGHT-OF-WAY AS MARKED ON THE GROUND WITH A STATE HIGHWAY RIGHT-OF-WAY MONUMENT;

THENCE N. 54° 31' 55" W. CONTINUING ALONG SAID RAILROAD RIGHT-OF-WAY A DISTANCE OF 1105.36 FT. TO A POINT ON THE EASTERLY BOUNDARY OF THE SW1/4NW1/4 OF SAID SECTION;

THENCE S. 00° 06' 38" W. ALONG SAID BOUNDARY A DISTANCE OF 107.97 FT. TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF STATE HIGHWAY 28;

THENCE N. 60° 46' 37" W. ALONG SAID RIGHT-OF-WAY A DISTANCE OF 109.57 FT. TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF SAID GILMORE AND PITTSBURG RAILROAD;

THENCE N. 54° 31' 55" W. ALONG SAID RAILROAD RIGHT-OF-WAY A DISTANCE OF 163.25 FT.;

THENCE N. 32° 55' 10" E. A DISTANCE OF 100.07 FT. TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF SAID RAILROAD;

THENCE N. 54° 31' 55" W. ALONG SAID RIGHT-OF-WAY A DISTANCE OF 103.29 FT. TO A POINT ON THE NORTHERLY BOUNDARY OF KIRTLEY LANE;

THENCE N. 84° 28' 01" E. ALONG SAID BOUNDARY A DISTANCE OF 262.41 FT.;

THENCE N. 00° 08' 14" E. A DISTANCE OF 562.57 FT.;

THENCE N. 54° 59' 46" W. A DISTANCE OF 358.27 FT.;

THENCE N. 52° 08' 55" W. A DISTANCE OF 585.70 FT.;

THENCE N. 24° 11' 33" E. A DISTANCE OF 220.86 FT.;

THENCE N. 00° 14' 48" W. A DISTANCE OF 569.59 FT. TO A POINT ON THE NORTHERLY BOUNDARY OF SAID SECTION 9;

THENCE N. 89° 22' 15" E. ALONG SAID BOUNDARY A DISTANCE OF 668.00 FT. TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION OF THE ABOVE DESCRIBED REAL PROPERTY LYING WITHIN THE BOUNDARY OF HIGHWAY 28.

TOGETHER WITH AND SUBJECT TO ANY HISTORICAL EASEMENTS.

LESS THE FOLLOWING:

A PARCEL OF LAND LOCATED IN THE NW1/4NW1/4, SECTION 9, T. 21 N., R. 22 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF SAID SECTION 9 FROM WHICH THE SE CORNER OF SECTION 9 BEARS S. 00° 17' 33" W., 5305.50 FT., THE BASIS OF BEARING OF THIS DESCRIPTION, RUN THENCE S. 89° 22' 32" W. ALONG THE NORTHERLY BOUNDARY OF SAID SECTION 9 A DISTANCE OF 3955.43 FT. TO THE W1/16 CORNER OF SECTIONS 9 AND 4, SAID POINT BEING THE POINT OF BEGINNING;

THENCE S. 00° 07' 10" W. ALONG THE EASTERLY BOUNDARY OF SAID NW1/4NW1/4 OF SECTION 9 A DISTANCE OF 261.25 FT. TO A POINT IN AN EXISTING FENCE LINE;

THENCE ALONG SAID FENCE LINE THE FOLLOWING COURSES:

S. 74° 04' 35" W., 33.70 FT.; S. 82° 46' 59" W., 140.41 FT.;

N. 76° 37' 37" W., 268.28 FT.; N. 62° 26' 00" W., 263.98 FT.;

**THENCE LEAVING SAID FENCE LINE RUN N. 00° 10' 10" W. A DISTANCE
OF 96.64 FT. TO A POINT ON SAID NORTHERLY BOUNDARY OF SECTION
9;**

**THENCE N. 89° 22' 32" E. ALONG SAID NORTHERLY BOUNDARY A
DISTANCE OF 667.60 FT. TO THE POINT OF BEGINNING.**