

Roxanne B

Correction to notice of error reply mailed 11/02/05

NOTICE OF ERROR
REPLY

Robert P. Glenney
Robert P. Glenney

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: October 28, 2005

Water right number: 74-860B

ROBERT P GLENNEY
1136 GREGORY CT
MERCED CA 95340
Telephone Number: (209)382-0717

see new address

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

Source: Withington Creek Tributary: Lemhi River

2. Describe the changes you wish to make in the proposed recommendation:

Change IDWR preliminary report to my recorded water right claim for BAFA SERCA ESTATES Lot #1 and Lot #3 copy enclosed.

3. Give a brief explanation as to why you disagree with these portions:

See property description below:

____ I AGREE with this proposed recommendation: no changes need to be made.

DATE: _____ SIGNATURE: _____

Please print your name: _____

IDWR State Office, 322 E. Front St., Boise, ID 83707

#3 Lot #1 BAFA SERCA ESTATES
19.45 total acres
16 irrigated acres
diversion rate CFS 0.47

Lot #3 BAFA SERCA ESTATES
11.73 total acres
9 irrigated acres
diversion rate CFS 0.27

Please refer to enclosed copies

RECEIVED
NOV 07 2005
Department of Water Resources

74-860B

RECEIVED

NOV 04 2005
DEPARTMENT OF
WATER RESOURCES

Memo

TO: Roxanne Brown
FROM: Robert P. Glenney
DATE: November 2, 2005

Due to moving and the process of mail being forwarded, I did not receive these adjudication claim papers until October 29, 2005.

My new address is listed below:

Robert P. Glenney
P.O. Box 434
Salmon, Idaho 83467
Telephone (208) 940-0174 (cell)
Message or Other (209) 382-0717

Thank you,



Robert P. Glenney

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REPLY

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ROBERT P GLENNEY
1136 GREGORY CT
MERCED CA 95340
Telephone Number: (209)382-0717

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

N/A

2. Describe the changes you wish to make in the proposed recommendation:

Change IDWR preliminary report to my recorded water right claim for BAFA SERCA ESTATES Lot #1 and Lot #3 copy enclosed.

3. Give a brief explanation as to why you disagree with these portions:

See property description below:

____ I AGREE with this proposed recommendation: no changes need to be made.

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diversion rate CFS 0.47

Lot #3 BAFA SERCA ESTATES
11.73 total acres
9 irrigated acres
diversion rate CFS 0.27

Please refer to enclosed copies

LEMHI IRRIGATION DISTRICT

2004 STATEMENT

The Lemhi Irrigation District bills each year at this time for irrigation water usage. The charge is \$0.28 per irrigated acre, with a minimum billing of \$1.00. Please do not send more money than you owe. We cannot credit accounts into the future, and it is expensive for us to have to make the refunds to you.

You receive two water bills each year. One is from Water District 74 and is based on the cubic feet per second used.

Lemhi Irrigation District assesses you a fee based on the irrigated acreage. The districts are separate and cannot be paid with the same check.

Mail the payment to : Bob Loucks, Sec.
260 Withington Cr. Rd.
Salmon, ID 83467

	<u>Water Right Number(s)</u>	<u>Total Due</u>
A74-00860B	ROBERT GLENNEY	25.0
		LEMHI RIVER
		\$7.00

In Arrears from 2003: \$ 0

Total Amount Due by July 1, 2004: \$7.00

WATER DISTRICT #74

P.O. BOX 744
SALMON, ID 83467

Invoice

Date	Invoice #
5/3/2004	1

Bill To
GLENNEY, ROBERT 1136 GREGORY COURT MERCED, CA 95340

Item	Quantity	Description	Rate	Amount
CFS CLERICAL	0.74 1	A74-00860B CLERICAL CHARGE	51.65 5.00	38.22 5.00
Total				\$43.22

WATER DISTRICT #74**Invoice**

PO BOX 744
SALMON, ID 83467

Date

3/20/2005

ROBERT GLENNEY
1136 GREGORY COURT
MERCED, CA 95340

<i>WATER RIGHT #</i>	<i>SOURCE</i>	<i>DIVERSION</i>	<i>Qty CFS</i>	<i>AMOUNT</i>
A74-00860B CLERICAL	LEMHI RIVER	L-14	0.74	39.07 5.00

PAID
3/27
C.F. 2005

Balance Due \$44.07

Water Assessments are due by May 1, 2005. 1% interest per month will be charged on delinquent accounts.

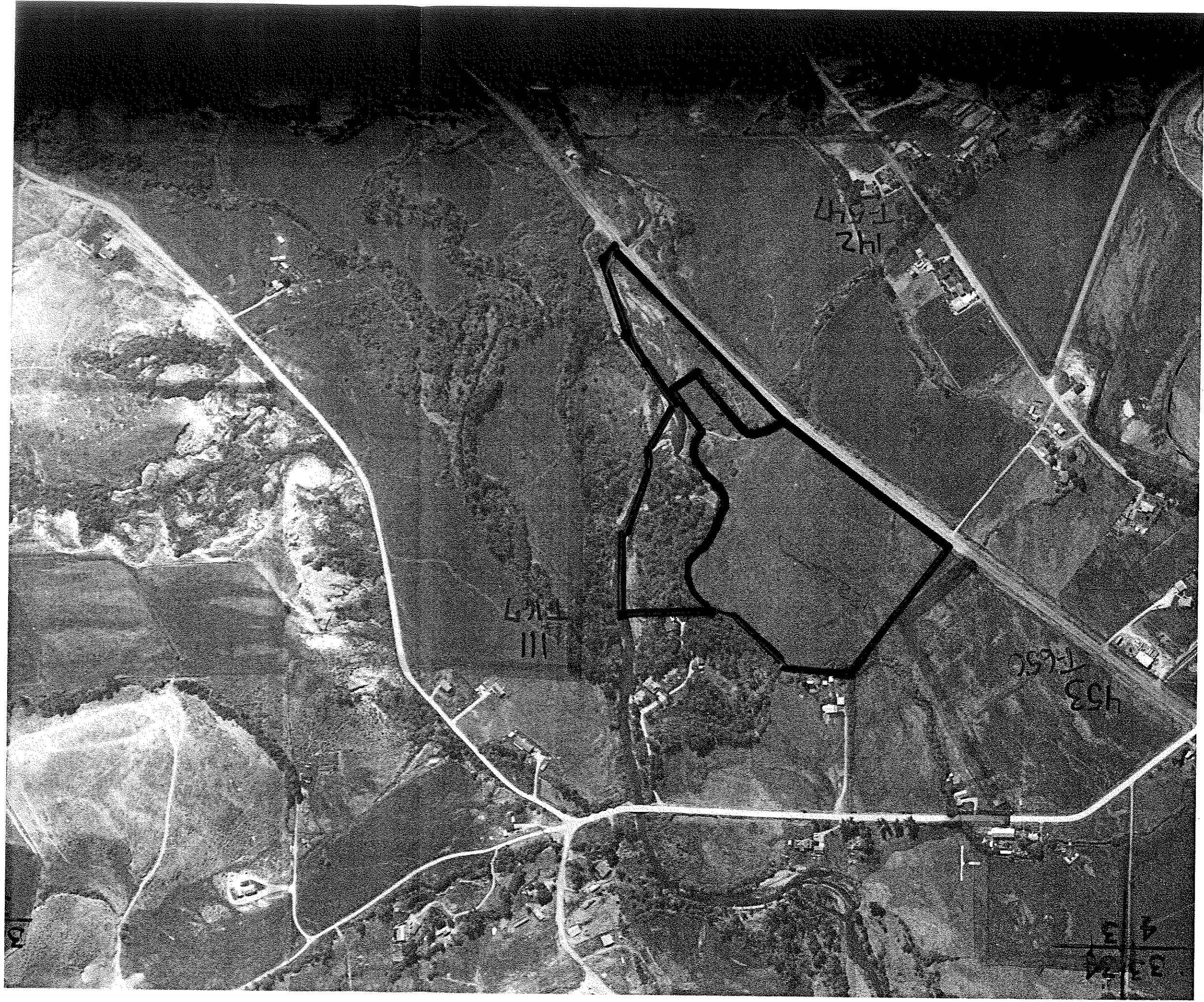
Phone #

E-mail

(208) 756-7209

varmstrong_02@yahoo.com

RECEIVED
NOV 02 2005
Lemhi-North Custer FSA



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 No(s).: 74-860B
Adjudication Claim No(s).: 74-860B
2. The following **REQUIRED** information must be submitted with this form:
 - A. A copy of the most recent **DEED, TITLE, POINTE, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
 - B. **PLAT OF PROPERTY** or **SURVEY MAP** showing the location of the place of use of the water right(s) or claim(s). (These are usually attached to your deed or on file with the county.)
OR
 - C. If your water right or adjudication claim 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
WENDELL HARRIS PROFIT SHARING PLAN
P.O. BOX 1220, DRIGGS, IDAHO 83422
4. New Owner/Claimant(s)
New Mailing Address
ROBERT P. GLENNEY
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
1136 GREGORY COURT
MERCED, CALIFORNIA 95340
New Telephone Number
(209) 382-0117⁰⁷¹⁷
Date you acquired the property
APRIL 15, 2003
6. Did you acquire all of the former owner's property? If you did, skip this item and go to item 7. If you acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). Describe in detail your portion of each water right or adjudication claim in the spaces in the box below only if the water right(s) or claim(s) need to be split between owners. If necessary, attach additional pages. 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.

Number of acres you irrigate with this water right	16	Number and type of stock
Diversion rate in CFS	0.47	Number of homes you acquired
		Other uses
7. Signature of New Owner(s)
or Claimant(s)
ROBERT P. GLENNEY
Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign 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.



D. Type of Loan		6. File Number		7. Loan Number		8. Mortgage Insurance Case Number	
1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv. Unins.							
4. ☐ VA		5. ☐ Conv. Ins.					

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower		E. Name and Address of Seller		F. Name and Address of Lender	
ROBERT P. GLENNEY 1136 GREGORY COURT MERCED, CALIFORNIA 95340		WENDEL HARRIS PROFIT SHARING PLAN P.O. BOX 41 SALMON, IDAHO 83467		NONE	

G. Property Location

LOT ONE (1) BABA SERCA ESTATES AMENDED

H. Settlement Agent

LEMHI TITLE & ABSTRACT CO., INC.
Place of Settlement

SALMON, IDAHO 83467

I. Settlement Date

4/15/03

J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract sales price		401. Contract sales price	
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)		403. Settlement charges to borrower (line 1400)	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER		500. GROSS AMOUNT DUE TO SELLER	
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT DUE TO SELLER	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/OF BORROWER		520. TOTAL REDUCTION AMOUNT DUE SELLER	
300. CASH AT SETTLEMENT FROM/TO BORROWER		600. CASH AT SETTLEMENT TO/FROM SELLER	
301. Gross amount due from borrower (line 120)		601. Gross amount due to seller (line 420)	
302. Less amounts paid by/for borrower (line 220)		602. Less reductions in amount due seller (line 520)	
303. CASH (IF FROM) (IF TO) BORROWER		603. CASH (IF TO) (IF FROM) SELLER	
125,000.00		125,000.00	
168.50		168.50	
17.85		17.85	
125,150.65		125,150.65	

CERTIFICATION

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of this HUD-1 Settlement Statement.

Borrower

Seller

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

LEMHI TITLE & ABSTRACT CO., INC.

Date APRIL 15, 2003

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18, U. S. Code Section 1001 and Section 1010.

12-3006

1-1A SETTLEMENT STATEMENT

LENDER'S COPY

Lemhi Title & Abstract Company

Title Insurance Abstracts Escrows

(208) 756-2977
FAX 756-6286

P.O. Box J
Salmon, Idaho 83467

CLOSING ESCROW INSTRUCTIONS

ESCROW NO.: 1358 DATE: 4-15-03

BUYER: ROBERT P. GLENNEY

TO: LEMHI TITLE & ABSTRACT CO. INC.

I hereby agree to purchase the hereinafter described property for a total consideration of \$ 125,000 and will on or before 4-15-03 hand you said consideration, which is payable as follows:

\$125,000 cash



I will deliver to you any additional funds and execute any instruments which are necessary to comply with the terms hereof, all of which you may use when you hold for me

and when you can issue your standard coverage form policy of title insurance with liability of \$ 125,000 , on the property described on attached Order No. 1358 .

SHOWING TITLE VESTED IN: ROBERT P. GLENNEY

FREE OF ENCUMBRANCES EXCEPT:

1. Paragraphs 1-16 Schedule B of Commitment for Title Insurance, Order No. 1358 , a copy of which is attached, reviewed and approved.
2. Deed of Trust (Mortgage) of record securing a note with an unpaid balance of \$ % in favor of .
3. Other: .

OTHER INSTRUCTIONS:

PRORATE AND/OR ADJUST THE FOLLOWING AS OF:

1. Taxes based on the amount of the last tax statement of the Tax Collector issued prior to close of escrow. (If the amount of the new tax bill issued by the Tax Collector after close of escrow is more or less than the amount used for proration purposes, the differences, if any, will be adjusted by the parties herein outside of escrow.) Sellers are to forward to buyers any present or future tax bills on property herein.
2. Levies and assessments of:
3. Interest on all existing trust deeds, improvements, assessment and/or bonds taken over by buyers.
4. Rental or Lease, per rent or lease statement handed you.
5. Charge the buyer and credit the seller the amount of any funds held in an impound account, if any, in connection with an existing loan.

I hereby agree to hold you harmless from the failure of the transfer of water to myself regardless of the reason or cause. If the transfer of water is being done as a part of this

closing, it is being done as an accommodation for me, I understand that you have not made a search of the water rights to this land. I further understand that you are not making any representation and warranty concerning said water rights.

I hereby agree to pay charges including usual Buyers escrow fee and any advances and expenses that are properly chargeable to me regardless of the consummation of this escrow. At the close of escrow, you are to deliver all documents, etc., to the persons entitled thereof.

GENERAL PROVISIONS

All disbursements shall be made by your check. All funds received in this escrow shall be deposited in one or more of your general escrow accounts with any bank doing business in the State of Idaho and may be transferred to any other general escrow account or accounts. Upon specific instructions from all parties to this escrow, you may hold funds as otherwise instructed herein.

The expressions "close of escrow" means that date on which instruments referred to herein are recorded unless otherwise indicated herein.

Recordation of any instruments delivered through this escrow, if necessary or proper in the issuance of a policy of title insurance called for is hereby authorized.

You are to furnish a copy of these instructions, amendments thereto, closing statements and/or any other documents deposited in this escrow, to the lender or lenders, the real estate broker or brokers and/or the attorney or attorneys involved in this transaction upon request of such lenders, brokers or attorneys.

Should you before or after close of escrow, receive or become aware of any conflicting demands or claims with respect to this escrow or the rights of any of the parties hereto, or any money or property deposited herein or affected hereby, you shall have the right to discontinue any or all further acts on your part until such conflict is resolved to your satisfaction, and you shall have the right to commence or defend any action or proceedings for the determination of such conflict.

The parties hereto jointly and severally agree to pay all costs, damages, judgments and expenses, including reasonable attorney's fees suffered or incurred by you in connection with, or arising out of this escrow, including but without limiting the generality of the foregoing, a suit in interpleader brought by you.

If any party to this escrow elects to cancel these instructions because of the failure of any party to comply with any of the terms hereof within the time limits provided herein, said party so electing to cancel shall deliver to escrow agent a written notice to the other party and escrow agent demanding that said other party comply with the terms hereof within ten days from the receipt of said notice by escrow agents that these instructions shall hereupon become canceled. When the written notice is delivered to escrow agent by the party so electing to cancel, escrow agent shall within five days thereafter send a copy of said notice to the other party in the manner provided by law and the usual practices of this escrow agent.

In the event said other party shall fail within said ten day period to comply with all of the terms hereof, these instructions shall become canceled and escrow agent is thereupon authorized: (a) first, to pay to the party electing to cancel any money deposited hereunder by said other party, after deducting any charges; (b) second, to pay to said other party, any other money deposited hereunder by said other party, after deducting any charges; (c) third, to pay to the party electing to cancel, any money deposited by said party, after deducting any charges remaining unpaid; and (d) fourth, to return all documents deposited hereunder to the party who delivered the same except documents executed by more than one party, which shall be marked "canceled" and returned in the files of escrow agent.

Both Seller and Buyer acknowledge by their signatures hereon the following: We/I have been specifically informed that First American Title Company (hereinafter designated as "First American") is not licensed to practice law and no legal advice has been offered by First American or any of its employees. We/I have been further informed that First American is acting only as escrow holder and that it is forbidden by law from offering any advise to any party respecting the merit of this escrow transaction or the nature of the instruments utilized and that it has not done so. We/I have not been referred by First American to any named attorney or attorneys or discouraged from seeking advice of any attorney, but have been requested to seek legal counsel of our/my own choosing at my own expense, if we/I have doubt concerning any aspect of this transaction.

I further declare all instruments to which I am a party, if prepared by First American, have been prepared under the direction of my attorney or myself and particularly declare that copying legal descriptions from title reports onto forms of deeds, et., or reforming of legal descriptions or agreements is, or will be solely at my direction or request.

I have been afforded adequate time and opportunity to read and understand these escrow instructions and all other documents referred to therein.

DISCLOSURE OF TAXPAYER IDENTIFICATION NUMBERS

Internal Revenue Code Section 6109(h) imposes requirements for furnishing, disclosing, and including taxpayer identification numbers in tax returns to a residential real estate transaction involving seller-provided financing. The parties understand that the disclosure reporting requirements are exclusive obligations between the parties to this transaction and First American is not obligated to transmit the taxpayer identification numbers to the Internal Revenue Service or to the parties. First American is not rendering an opinion concerning the effect of this law in this transaction, and the parties are not acting on any statements made or omitted by the escrow or closing officer.

To facilitate compliance with this law, the parties to this escrow hereby authorize First American to release any party's taxpayer identification number to any requesting party who is a party to this transaction. The requesting party shall deliver a written request to escrow. The parties hereto waive all rights of confidentiality regarding their respective taxpayer identification numbers and agree to hold First American harmless against any fees, costs, or judgments incurred and/or awarded in connection with the release of taxpayer identification numbers.

PENALTIES

Penalties for failure to comply will most likely be assessed against the individual taxpayers for failure to provide the information.

Any amendments of and/or supplement to any instruction must be in writing. If any "Earnest Money Agreements", "Receipt and Agreements to Purchase" or the like are attached to these instructions and one or more terms of said agreements conflict with or vary from these instructions, these instructions shall, nevertheless, control.

The Seller agrees to sell and the Buyer agrees to buy the property herein described upon the terms hereof.

Buyer

Buyer

SELLER:

I/We approve of the foregoing instructions, agree to be bound thereof, and agree to sell and will deliver to you papers, instructions and/or funds required from me within the time limits specified herein, which you are authorized to deliver when you can issue your policy of title insurance as set forth above. You are instructed to use the money and record the

instruments to comply with said escrow instructions and to pay all encumbrances of record necessary, without further approval including prepayment penalties to show title as herein provided. I agree to pay your usual sellers escrow fee, drawing of documents and such other charges which are advanced for my account regardless of the consummation of this escrow. I also agree to pay the policy of title insurance premium and recording fees which are properly chargeable to me.

At the close of this transaction, you are authorized to pay commissions as follows:

\$ 3,750.00 To: Lemhi River Realty
\$ 3,750.00 To: Robie Real Estate

At the close of this escrow, you are to mail any documents and your check or checks payable to:

Name _____
Address: Will Pick Up _____

Seller

 COPY

WARRANTY DEED

For Value Received

the grantor , do es hereby grant, bargain, sell and convey unto
1136 GREGORY COURT
MERCED, CALIFORNIA
95340

ROBERT P. GLENNEY

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

LOT 1 OF BAFSA SERCA ESTATES SUBDIVISION IN THE NW $\frac{1}{4}$ OF SECTION 3, TOWNSHIP 20 NORTH, RANGE 23 E., B.M., LEMHI COUNTY, IDAHO, ACCORDING TO THE OFFICIAL PLAT THEREOF FILED IN BOOK 5 OF PLATS AT PAGE 56, AND AMENDED BY AMENDED SUBDIVISION PLAT FILED IN BOOK 6 AT PAGE 76 AND FURTHER AMENDED BY AMENDED SUBDIVISION PLAT AMENDING LOTS 1 AND 3, FILED IN BOOK 7 OF PLATS AT PAGE NO. 62, RECORDS OF LEMHI COUNTY, IDAHO.

SUBJECT TO:

A 50 FOOT ROAD EASEMENT FOR INGRESS AND EGRESS, ACROSS LOTS 1 AND 3 OF THE BAFSA SERCA ESTATES AMENDED SUBDIVISION., ACCORDING TO THE OFFICIAL PLATS FILED IN BOOK 5 OF PLATS AT PAGE NO. 56, RECORDS OF LEMHI COUNTY, IDAHO, AND AMENDED BY AMENDED SUBDIVISION PLAT FILED FOR RECORD IN BOOK 6 OF PLATS AT PAGE NO. 76, RECORDS OF LEMHI COUNTY, IDAHO.

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

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

Dated: APRIL 15, 2003

WENDELL HARRIS TRUSTEE OF THE WENDELL HARRIS
PROFIT SHARING PLAN

STATE OF IDAHO, COUNTY OF LEMHI

On this 15TH day of APRIL, ~~XX~~ 2003
before me, a notary public in and for said State, personally appeared WENDELL HARRIS TRUSTEE OF THE
WENDELL HARRIS PROFIT SHARING PLAN

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

Residing at	Notary Public
SALMON	, Idaho
Comm. Expires	

STATE OF IDAHO, COUNTY OF

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

at - minutes past o'clock m.,
this day of

19 , in my office, and duly recorded in Book
of Deeds at page

Ex-Officio Recorder

By _____ Deputy.

LEMHI TITLE & ABSTRACT — SALMON IDAHO

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 No(s): 74-860B
Adjudication Claim No(s): 74-860B

 **COPY**

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** showing the location of the place of use of the water right(s) or claim(s). (These are usually attached to your deed or on file with the county.)

OR

C. If your water right or adjudication claim 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 WENDELL HARRIS

P.O. BOX 41, SALMON, IDAHO 83467

4. New Owner/Claimant(s) ROBERT P. GLENNEY

New Mailing Address Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
1136 GREGORY COURT

City, State and ZIP Code MERCED, CALIFORNIA 95340

New Telephone Number (209) 382-0117

5. Date you acquired the property APRIL 15, 2003

6. Did you acquire all of the former owner's property? If you did, skip this item and go to item 7. If you acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). Describe in detail your portion of each water right or adjudication claim in the spaces in the box below only if the water right(s) or claim(s) need to be split between owners. If necessary, attach additional pages. 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.

Number of acres you irrigate with this water right 9 Number and type of stock _____

Diversion rate in CFS 0.27 Number of homes you acquired 1 Other uses _____

7. Signature of New Owner(s) _____
or Claimant(s)

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

D. Type of Loan		6. File Number	7. Loan Number	8. Mortgage Insurance Case Number
1. ☐ FHA 2. ☐ FinHA 3. ☐ Conv. Unins.				
4. ☐ VA 5. ☐ Conv. Ins.				

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

E. Name and Address of Borrower ROBERT P. GLENNEY 1136 GREGORY COURT MERCED, CALIFORNIA 95340	E. Name and Address of Seller WENDELL HARRIS P.O. BOX 41 SALMON, IDAHO 83467	F. Name and Address of Lender NONE
---	--	---------------------------------------

COPY

G. Property Location LOT 3 BAFA SERCA ESTATES AMENDED	H. Settlement Agent LEMHI TITLE & ABSTRACT CO., INC. Place of Settlement SALMON, IDAHO 83467 I. Settlement Date 4/15/03
--	--

J. SUMMARY OF BORROWER'S TRANSACTION:	
100. GROSS AMOUNT DUE FROM BORROWER	130,000.00
101. Contract sales price	130,000.00
102. Personal property	
103. Settlement charges to borrower (line 1400)	165.50
104.	
105.	
Adjustments for items paid by seller in advance	
106. City/town taxes	to
107. County taxes	to
108. Assessments	to
109.	
110.	
111.	
112.	
120. GROSS AMOUNT DUE FROM BORROWER	130,165.50
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER	
201. Deposit or earnest money	1,000.00
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
Adjustments for items unpaid by seller	
210. City/town taxes	to
211. County taxes	1/1/03 to 4/15/03
212. Assessments	to
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. TOTAL PAID BY/FOR BORROWER	1,030.45
300. CASH AT SETTLEMENT FROM/TO BORROWER	
301. Gross amount due from borrower (line 120)	130,000.00
302. Less amounts paid by/for borrower (line 220)	(1,030.45)
303. CASH (X FROM) (O TO) BORROWER	128,969.55
K. SUMMARY OF SELLER'S TRANSACTION:	
400. GROSS AMOUNT DUE TO SELLER	130,000.00
401. Contract sales price	
402. Personal property	
403.	
404.	
405.	
Adjustments for items paid by seller in advance	
406. City/town taxes	to
407. County taxes	to
408. Assessments	to
409.	
410.	
411.	
412.	
500. GROSS AMOUNT DUE TO SELLER	130,000.00
500. REDUCTIONS IN AMOUNT DUE TO SELLER	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	
505. Payoff of second mortgage loan	
506.	
507.	
508.	
509.	
Adjustments for items unpaid by seller	
510. City/town taxes	to
511. County taxes	1/1/03 to 4/15/03
512. Assessments	to
513.	
514.	
515.	
516.	
517.	
518.	
519.	
520. TOTAL REDUCTION AMOUNT DUE SELLER	100,617.50
600. CASH AT SETTLEMENT TO/FROM SELLER	
601. Gross amount due to seller (line 420)	130,000.00
602. Less reductions in amount due seller (line 520)	(100,617.50)
603. CASH (X TO) (O FROM) SELLER	29,382.50

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Borrower

Sellers

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have carefully made it to be disclosed in accordance with this statement.

LEMHI TITLE & ABSTRACT CO., INC.

Settlement Agent

Date
APRIL 15, 2003

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment for details see: Title 18, U. S. Code Section 1001 and Section 1010.

L. Settlement Charges

700. Total Sales/Broker's Commission based on price \$ 130,000.00 @ 6 % = 7,800.00
 Division of Commission (line 700) as follows:
 701. \$ 3,900.00 to LEMHI RIVER REALTY
 702. \$ 3,900.00 to ROBIE REAL ESTATE
 703. Commission paid at Settlement
 704.

Paid From Seller's Funds at Settlement	Paid From Borrower's Funds at Settlement
7,800.00	

800. Items Payable in Connection With Loan
 801. Loan Origination Fee %
 802. Loan Discount %
 803. Appraisal Fee to
 804. Credit Report to
 805. Lender's Inspection Fee
 806. Mortgage Insurance Application Fee to
 807. Assumption Fee
 808.
 809.
 810.
 811.

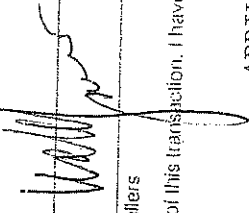
900. Items Required By Lender To Be Paid in Advance
 901. Interest from to @ \$ /day
 902. Mortgage Insurance Premium for months to
 903. Hazard Insurance Premium for years to
 904.
 905.

1000. Reserves Deposited With Lender
 1001. Hazard Insurance months @ \$
 1002. Mortgage Insurance months @ \$
 1003. City property taxes months @ \$
 1004. County property taxes months @ \$
 1005. Annual assessments months @ \$
 1006. months @ \$
 1007. months @ \$
 1008. months @ \$
 1100. Title Charges months @ \$
 1101. Settlement or closing fee to LEMHI TITLE CO.
 1102. Abstract or title search to
 1103. Title examination to
 1104. Title Insurance binder to
 1105. Document preparation to LEMHI TITLE CO.
 1106. Notary fees to
 1107. Attorney's fees to
 (includes above items numbers:
 1108. Title Insurance to
 (includes above items numbers:
 1109. Lender's coverage \$
 1110. Owner's coverage \$ 130,000.00
 1111. 2002 PROPERTY TAXES
 1112.
 1113.

1200. Government Recording and Transfer Charges
 1201. Recording fees: Deed \$ 3.00 ; Mortgage \$
 1202. City/county tax/stamps: Deed \$; Mortgage \$
 1203. State tax/stamps: Deed \$; Mortgage \$
 1204.
 1205.
 1300. Additional Settlement Charges
 1301. Survey to
 1302. Pest inspection to
 1303.
 1304.
 1305.

1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K) 165.50 8,679.10

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.


 Sellers
 The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.
 LEMHI TITLE & ABSTRACT CO., INC.
 Settlement Agent
 APRIL 15, 2003
 Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

WARRANTY DEED

For Value Received WENDELL HARRIS

the grantor , does hereby grant, bargain, sell and convey unto ROBERT P. GLENNEY
1136 GREGORY COURT
MERCED, CALIFORNIA 95340
the grantee , the following described premises, in Lemhi County Idaho, to wit:

Copy

LOT 3 OF Bafa SERCA ESTATES SUBDIVISION IN THE NW $\frac{1}{4}$ OF SECTION 3, TOWNSHIP 20 NORTH, RANGE 23 E., B.M., LEMHI COUNTY, IDAHO, ACCORDING TO THE OFFICIAL PLAT THEREOF FILED IN BOOK 5 OF PLATS AT PAGE 56, AND AMENDED BY AMENDED SUBDIVISION PLAT FILED IN BOOK 6 AT PAGE 76 AND FURTHER AMENDED BY AMENDED SUBDIVISION PLAT AMENDING LOTS 1 AND 3, FILED IN BOOK 7 OF PLATS AT PAGE NO. 62, RECORDS OF LEMHI COUNTY, IDAHO.

SUBJECT TO:

A 50 FOOT ROAD EASEMENT FOR INGRESS AND EGRESS, ACROSS LOTS 1 AND 3 OF THE Bafa SERCA ESTATES AMENDED SUBDIVISION, ACCORDING TO THE OFFICIAL PLATS FILED IN BOOK 5 OF PLATS AT PAGE NO. 56, AND AMENDED BY AMENDED SUBDIVISION PLAT FILED FOR RECORD IN BOOK 6 OF PLATS AT PAGE NO. 76, RECORDS OF LEMHI COUNTY, IDAHO.

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

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

Dated: APRIL 11, 2003

WENDELL HARRIS

STATE OF IDAHO, COUNTY OF LEMHI

On this 15th day of APRIL , 2003
before me, a notary public in and for said State, personally appeared WENDELL HARRIS

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

Residing at Salmon
Comm. Expires 1/16/04

Notary Public
Idaho

STATE OF IDAHO, COUNTY OF

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

at minutes past o'clock m.,
this day of
19 , in my office, and duly recorded in Book
of Deeds at page

Ex-Officio Recorder

By Deputy.

Fees \$
Mail to:

INSTRUMENT NO.

LEMHI TITLE & ABSTRACT — SALMON, IDAHO

Form No. 1402.92
(10/17/92)
ALTA Owner's Policy

POLICY OF TITLE INSURANCE



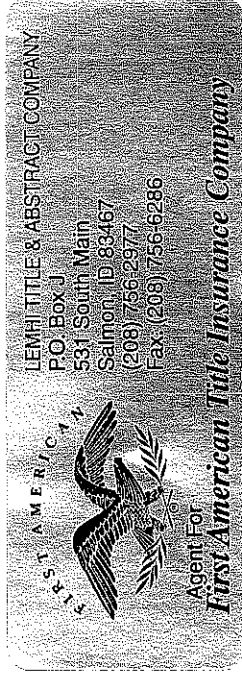
ISSUED BY

First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California 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.



First American Title Insurance Company

BY *Gary L. Kenneth* PRESIDENT
WITNESSES *Mark A. Anderson* SECRETARY
J 1278996

CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as long as the insured shall remain the owner of the property insured hereunder.

authorized by the Company, up to the date 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 of the Company shall terminate.

(a) The Company's Right of Subrogation.
Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company.

See Schedule A

SCHEDULE A

File No.

Policy No. 1278996

Amount of Insurance \$ 125,000.00

Premium \$ 510.00

Date of Policy APRIL 15, 2003

a.m.
p.m. 3:55

1. Name of Insured: ROBERT P. GLENNEY

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

FEE SIMPLE

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

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

LOT 1 OF BAPA SERCA ESTATES SUBDIVISION IN THE NW $\frac{1}{4}$ OF SECTION 3, TOWNSHIP 20 NORTH, RANGE 23 E., B.M., LEMHI COUNTY, IDAHO, ACCORDING TO THE OFFICIAL PLAT THEREOF FILED IN BOOK 5 OF PLATS AT APGE 56, AND AMENDED BY AMENDED SUBDIVISION PLAT FILED IN BOOK 6 AT APGE 76, AND FURTHER AMENDED BY AMENDED SUBDIVISION PLAT AMENDING LOTS 1 AND 3, FILED IN BOOK 7 OF PLATS AT PAGE NO. 62, RECORDS OF LMEHI COUNTY, IDAHO.

SUBJECT TO:

A 50 FOOT ROAD EASEMENT FOR INGRESS AND EGRESS, ACROSS LOTS 1 AND 3 OF THE BAPA SERCA ESTATES AMENDED SUBDIVISION, ACCORDING TO THE OFFICIAL PLATS FILED IN BOOK 5 OF PLATS AT PAGE NO. 56, RECORDS OF LEMHI COUNTY, IDAHO, AND AMENDED BY AMENDED SUBDIVISION PLAT FILED FOR RECORD IN BOOK 6 OF PLATS AT PAGE NO. 76, RECORDS OF LEMHI COUNTY, IDAHO.

SCHEDULE B

File No.

Policy No. 1278956

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:

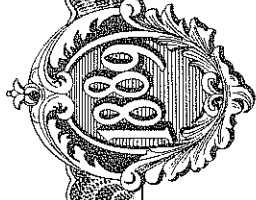
PART I

SECTION I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims or easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by 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. Any lien, or right to a lien, for services, labor or material, theretofore or hereafter furnished, imposed by law and not shown by the public records.

SECTION 2

7. GENERAL TAXES AND ASSESSMENTS FOR THE YEAR 2003 ARE AN ACCRUING LIEN.
8. EASEMENTS, RESERVATIONS, RESTRICTIONS AND DEDICATIONS AS THE SAME APPEAR ON THE OFFICIAL PLATS OF SAID SUBDIVISION.
9. EASEMENT TO IDAHO POWER COMPANY, RECORDED JUNE 17, 1950, IN BOOK D AT PAGE NO. 169, RECORDS OF LEMHI COUNTY, IDAHO.
10. EASEMENT TO THE STATE OF IDAHO DEPARTMENT OF FISH AND GAME FOR THE PURPOSES OF A FISH SCREEN BYPASS, RECORDED AUGUST 14, 1959, IN BOOK E AT PAGE 250, RECORDS OF LEMHI COUNTY, IDAHO.
11. EASEMENT TO THE STATE OF IDAHO DEPARTMENT OF FISH AND GAME FOR THE PURPOSE OF A FISH SCREEN BYPASS AND INCIDENTAL PURPOSES, RECORDED AUGUST 14, 1950, IN BOOK E AT PAGE 251, RECORDS OF LEMHI COUNTY, IDAHO.
12. EASEMENT TO IDAHO POWER COMPANY, FOR PUBLIC UTILITIES, RECORDED JUNE 21, 1961, IN BOOK E AT PAGE NO. 465, RECORDS OF LEMHI COUNTY, IDAHO.
13. INSTALLATION PERMIT TO LEMHI COUNTY FOR RIPRAP, GRAVEL BAR REMOVAL, DIKES AND/OR CLEANING AND SNAGGING OF THE LEMHI RIVER, RECORDED FEBRUARY 9, 1976, UNDER INSTRUMENT NO. 132035, RECORDS OF LEMHI COUNTY, IDAHO.
14. A 40 FOOT WIDE DITCH EASEMENT ACCORDING TO THE OFFICIAL PLAT OF BABA SERCA ESTATES, FILED FOR RECORD IN BOOK 5 OF PLATS AT PAGE NO. 56, RECORDS OF LEMHI COUNTY, IDAHO.
15. ANY ADVERSE CLAIM BASED ON THE ASSERTION THAT THE LEMHI RIVER HAS MOVED.
16. RESTRICTIVE COVENANTS APPEARING OF RECORD UNDER INSTRUMENT NO. 166920, AND AMENDED BY AMENDED RESTRICTIVE COVENANTS FOR BABA SERCA ESTATES, RECORDED OCTOBER 30, 2002, UNDER INSTRUMENT NO. 252294, RECORDS OF LEMHI COUNTY, IDAHO.



Form No. 1402-92
(10/17/92)
ALTA Owner's Policy

POLICY OF TITLE INSURANCE



ISSUED BY

First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California 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.



First American Title Insurance Company

BY *Gary L. Perwitz* PRESIDENT

ATTEST *Mark A. Arnesen* SECRETARY

J 1278995

SCHEDULE A

File No.	Policy No.	1278995
Amount of Insurance \$	130,000.00	Premium \$ 521.25
Date of Policy	APRIL 15, 2003	a.m. 3:56 p.m.

1. Name of Insured: ROBERT P. GLENNEY

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

FEE SIMPLE

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

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

LOT 3 OF BABA SERCA ESTATES SUBDIVISION IN THE NW $\frac{1}{4}$ OF SECTION 3, TOWNSHIP 20 NORTH, RANGE 23 E., B.M., LEMHI COUNTY, IDAHO, ACCORDING TO THE OFFICIAL PLAT THEREOF FILED IN BOOK 5 OF PLATS AT PAGE 56, AND AMENDED BY AMENDED SUBDIVISION PLAT FILED IN BOOK 6 AT PAGE 76, AND FURTHER AMENDED BY AMENDED SUBDIVISION PLAT AMENDING LOTS 1 AND 3, FILED IN BOOK 7 OF PLATS AT PAGE NO. 62, RECORDS OF LEMHI COUNTY, IDAHO.

SUBJECT TO:

A 50 FOOT ROAD EASEMENTS FOR INGRESS AND EGRESS, ACROSS LOTS 1 AND 3 OF THE BABA SERCA ESTATES AMENDED SUBDIVISION, ACCORDING TO THE OFFICIAL PLATS FILED IN BOOK 5 OF PLATS AT PAGE NO. 56, AND AMENDED BY AMENDED SUBDIVISION PLAT FILED FOR RECORD IN BOOK 6 OF PLATS AT PAGE NO. 76, RECORDS OF LEMHI COUNTY, IDAHO.

SCHEDULE B

File No.

Policy No. 1278955

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:

PART I

SECTION 1

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims or easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by 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. Any lien, or right to a lien, for services, labor or material, theretofore or hereafter furnished, imposed by law and not shown by the public records.

SECTION 2

7. GENERAL TAXES AND ASSESSMENTS FOR THE YEAR 2003 ARE AN ACCRUING LIEN.
8. EASEMENTS, RESERVATIONS, RESTRICTIONS AND DEDICATIONS AS THE SAME APPEAR ON THE OFFICIAL PLATS OF SAID SUBDIVISION.
9. EASEMENT TO IDAHO POWER COMPANY, RECORDED JUNE 17, 1950, IN BOOK D AT PAGE NO. 169, RECORDS OF LEMHI COUNTY, IDAHO.
10. EASEMENT TO THE STATE OF IDAHO DEPARTMENT OF FISH AND GAME FOR THE PURPOSES OF A FISH SCREEN BYPASS, RECORDED AUGUST 14, 1959, IN BOOK E AT PAGE 250, RECORDS OF LEMHI COUNTY, IDAHO.
11. EASEMENT TO THE STATE OF IDAHO DEPARTMENT OF FISH AND GAME FOR THE PURPOSE OF A FISH SCREEN BYPASS AND INCIDENTAL PURPOSES, RECORDED AUGUST 14, 1950, IN BOOK E AT PAGE 251, RECORDS OF LEMHI COUNTY, IDAHO.
12. EASEMENT TO IDAHO POWER COMPANY, FOR PUBLIC UTILITIES, RECORDED JUNE 21, 1961, IN BOOK E AT PAGE NO. 465, RECORDS OF LEMHI COUNTY, IDAHO.
13. INSTALLATION PERMIT TO LEMHI COUNTY FOR RIPRAP, GRAVEL BAR REMOVAL, DIKES AND/OR CLEANING AND SNAGGING OF THE LEMHI RIVER, RECORDED FEBRUARY 9, 1976, UNDER INSTRUMENT NO. 132035, RECORDS OF LEMHI COUNTY, IDAHO.
14. A 40 FOOT WIDE DITCH EASEMENT ACCORDING TO THE OFFICIAL PLAT OF BABA SERCA ESTATES, FILED FOR RECORD IN BOOK 5 OF PLATS AT PAGE NO. 56, RECORDS OF LEMHI COUNTY, IDAHO.
15. ANY ADVERSE CLAIM BASED ON THE ASSERTION THAT THE LEMHI RIVER HAS MOVED.
16. RESTRICTIVE COVENANTS APPEARING OF RECORD UNDER INSTRUMENT NO. 166920, AND AMENDED BY AMENDED RESTRICTIVE COVENANTS FOR BABA SERCA ESTATES, RECORDED OCTOBER 30, 2002, UNDER INSTRUMENT NO. 252294, RECORDS OF LEMHI COUNTY, IDAHO.

WARRANTY DEED

For Value Received WENDELL HARRIS

the grantor , does hereby grant, bargain, sell and convey unto ROBERT P. GLENNEY
1136 GREGORY COURT
MERCED, CALIFORNIA 95340

the grantee , the following described premises, in Lemhi County Idaho, towit:

LOT 3 OF BAFA SERCA ESTATES SUBDIVISION IN THE NW¹/₄ OF SECTION 3, TOWNSHIP
20 NORTH, RANGE 23 E., B.M., LEMHI COUNTY, IDAHO, ACCORDING TO THE OFFICIAL
PLAT THEREOF FILED IN BOOK 5 OF PLATS AT PAGE 56, AND AMENDED BY AMENDED
SUBDIVISION PLAT FILED IN BOOK 6 AT PAGE 76 AND FURTHER AMENDED BY AMENDED
SUBDIVISION PLAT AMENDING LOTS 1 AND 3, FILED IN BOOK 7 OF PLATS AT PAGE NO.
62, RECORDS OF LEMHI COUNTY, IDAHO.

SUBJECT TO:

A 50 FOOT ROAD EASEMENT FOR INGRESS AND EGRESS, ACROSS LOTS 1 AND 3 OF THE
BAFA SERCA ESTATES AMENDED SUBDIVISION, ACCORDING TO THE OFFICIAL PLATS FILED
IN BOOK 5 OF PLATS AT PAGE NO. 56, AND AMENDED BY AMENDED SUBDIVISION PLAT FILED
FOR RECORD IN BOOK 6 OF PLATS AT PAGE NO. 76, RECORDS OF LEMHI COUNTY, IDAHO.

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

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

Dated: APRIL 11, 2003

WENDELL HARRIS

STATE OF IDAHO, COUNTY OF LEMHI

On this 15th day of APRIL , 2003
before me, a notary public in and for said State, personal-
ly appeared WENDELL HARRIS

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

Residing at Salmon , Idaho
Comm. Expires 1/16/04 Notary Public

STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for re-
cord at the request of Lemhi Title

at 3:56pm minutes past o'clock m.,
this 15th day of April 2003
12 , in my office, and duly recorded in Book
of Deeds at page

Ex-Officio Recorder

By Wendell Harris Deputy.

Fees \$3.00

Mail to:

INSTRUMENT NO. 254210

AMENDED SUBDIVISION PLAT

AMEND LOTS 1 AND 3 OF BAFSA SERCA ESTATES
LOCATED IN SECTION 3, T. 20 N., R. 23 E.,
BOISE MERIDIAN, LEMHI COUNTY, IDAHO

SEE BAFSA SERCA ESTATES PLAT INST. NO. 106919
RECORDED IN PLAT BOOK 5, PAGE 56-1

THE PURPOSE OF THIS SURVEY IS TO RELOCATE COMMON BOUNDARY LINES



SCALE 1" = 200.00'

LEGEND

- 5/8" X 30" REBAR WITH 1 1/2 AC
- CALCULATED POINT
- 5/8" X 24" REBAR WITH 1/2 AC
- GOVERNMENT STONE CORNER
- FOUND REBAR LS 870 OR CE/LS 1539
- P.O.L. POINT ON LINE
- P.O.B. POINT OF BEGINNING

LINE	BEARING	DISTANCE
L 1	S 84°25'55"E	149.74'
L 2	S 25°10'58"W	299.58'
L 3	S 15°29'28"E	185.48'
L 4	S 1°47'00"W	108.95'
L 5	N 12°44'46"W	215.82'
L 6	N 60°37'22"E	88.13'
L 7	N 32°55'46"W	72.93'
L 8	N 40°12'04"W	167.09'
L 9	N 34°28'41"W	80.48'
L 10	N 13°24'36"E	89.83'
L 11	N 54°29'33"E	51.09'
L 12	N 70°31'25"W	65.09'
L 13	S 63°34'34"W	151.77'
L 14	S 40°46'13"E	104.44'
L 15	S 64°05'55"W	72.99'
L 16	S 47°42'35"W	44.57'
L 17	N 53°45'00"W	69.45'

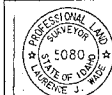
CURVE	DELTA ANGLE	RADIUS	ARC	TANGENT	CHORD	BEARING
C 1	14°58'08"	5758.70'	1504.50'	755.56'	1500.22'	N 46°34'58"W

NOTE: A 40 FOOT WIDE DITCH EASEMENT EXISTS ON LOTS 1, 2 AND 3
OF BAFSA SERCA ESTATES, SEC INST. NO. 106919.
ALL LINES COMMON TO AN ACCESS EASEMENT HAVE A TEN (10) FOOT WIDE
PERMANENT PUBLIC UTILITIES, DRAINAGE AND IRRIGATION EASEMENT.
EACH SIDE OF A COMMON LOT LINE HAS A TEN (10) FOOT WIDE
PERMANENT PUBLIC UTILITIES, DRAINAGE AND IRRIGATION EASEMENT
UNLESS OTHERWISE NOTED.

COUNTY RECORDER'S CERTIFICATE

RECORDED OF LEMHI COUNTY
TIME 2:00 DAY 27 MONTH April YEAR 2002
BOOK 7 PAGE 62 INST. NO. 251957
RECORDED BY: [Signature]
BY: [Signature]

1/4	SEC	T	R
	03	20N	23E



FOR WENDELL HARRIS	
FILED: BAFSA, C.D.	CHK BY: LW
DATE: 8/14/02	DRAWN BY: LW
WADE SURVEYING	
104 S WAREPATH SALMON, IDAHO 83467	



1" = 250'