

March 24, 2008

RECEIVED

MAR 31 2008

DEPARTMENT OF
WATER RESOURCES

TO: Sally Sherman
% Dept of Water Resources
State House
Boise, ID 83720

79-4127B
+ 79-14100

FROM: Marthy Stolberg
PO Box 239
Riggins, ID 83549

Trustee of the Stolberg Family Trust
dated May 27, 1998

RE: Transferring water rights from
Ruth J. Hamell to the Stolberg
Family Trust for the address
200 Time Zone Bridge Road.

This location has a 3 bedroom house,
large garage, and carport on it.

Attached is the warranty deed
dated June 15, 2005, and Schedule C,
the survey description.

Please call if any further information
is needed. The application is in your file.
(208) 628-4219

442242

WARRANTY DEED

RECEIVED

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DEPARTMENT OF
WATER RESOURCES

THIS INDENTURE, made on this 15th day of June, 2005, by RUTH J.

HAMELL, of P.O. Box 1104, Riggins, ID 83549, hereinafter referred to as the Grantor, and MARTHA STOLBERG and LAWRENCE M. STOLBERG, Trustees of the STOLBERG FAMILY TRUST, dated May 27, 1998, hereinafter referred to as the Grantee.

WITNESSETH:

That, the said Grantor, for and in consideration of the sum of Ten Dollars (\$10), lawful money of the United States of America, for and in consideration of the Grantee's participation in a Section 1031 Exchange pursuant to the terms of the Internal Revenue Code, and other good and valuable considerations to her in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, having granted, bargained, sold, and by these presents does grant, bargain, sell, convey and confirm unto the said Grantee, its heirs and assigns forever, all the following described real property situate in the County of Idaho, State of Idaho, to wit:

See Schedule C, attached hereto and hereby incorporated by this reference.

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

TO HAVE AND TO HOLD, all and singular, the above mentioned and described premises, together with the appurtenances unto the said Grantee, its heirs and assigns forever.

And the said Grantor, for herself, her heirs, executors and administrators, does covenant, grant, bargain and agree to and with the said Grantee, its heirs and assigns, that at the time of the ensealing and delivery of these presents they were well seized of the premises above conveyed as of good, sure, perfect, absolute and indefeasible estate of inheritance, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner and form aforesaid, and that the same are free and clear from all and former grants, bargains, liens, taxes, assessments and encumbrances of whatever kind or nature whatsoever, EXCEPT:

- a) General taxes for the year 2005, which are a lien, not yet due and payable.
- b) Excepting and reserving, however, to the United States of America all the coal and other

WARRANTY DEED

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STATE of IDAHO	
County of Idaho	
Recorded at request of	
IDAHO COUNTY TITLE CO.	
at	3:15 p.m. on 6-22-05
ROSE E. GEHRING	
By	Sandy Hines Recorder
Fees \$	12.00 Deputy

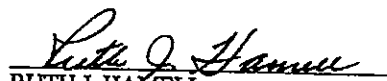
minerals in the lands so entered and patented, together with the right to prospect for, mine and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat., 862). Reserving unto the United States its permittee or licensee, the right to enter upon or occupy and use any part or all of said lands for the purposes provided in the Act of June 10, 1920 (41 Stat., 1063) and subject to the conditions and limitations of Section 24 of said Act, as set forth in Patent, recorded as Instrument No. 92557, in Book 58 of Deeds, page 406, recorded April 25, 1930, records of Idaho County, Idaho, as subject to all other terms and conditions of said patent.

- c) Right of Way Easement, including the terms and conditions thereof, by and between GEORGE E. BOODRY and THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, a California corporation, recorded April 6, 1931, under Instrument No. 95314, Book 59 page 324, records of Idaho County, Idaho.
- d) Power Line Easement, including the terms and conditions thereof, by and between R. M. SPICKELMIRE and HAZEL J. SPICKELMIRE, his wife, Grantors, and IDAHO POWER COMPANY, a corporation, recorded December 20, 1963, under Instrument No. 214216, in Book 100 page 139, records of Idaho County, Idaho.
- e) Subject to Easement as set forth in Warranty Deed, including the terms and conditions thereof, by and between JESSE F. VANDERPOOL and GENEVA J. VANDERPOOL, husband and wife, Grantors, and ROLAND L. HAMELL and RUTH J. HAMELL, husband and wife, Grantees, recorded September 22, 1975, under Instrument No. 260298, records of Idaho County, Idaho.
- f) Matters as shown on Survey No. S-73, recorded August 27, 1979, under Instrument No. 280654, records of Idaho County, Idaho.

And that the above bargained premises, in the quiet and peaceable possession of the said Grantee, its heirs and assigns, against all and every person or persons lawfully claiming or to claim whole or any part thereof, the said Grantor will and shall WARRANT AND FOREVER DEFEND.

That, this deed is given by Grantor to Grantee, not on account of any default in any security agreements or arrangements which pertain to the real property hereinabove written and described, but is given for full consideration paid by Grantee to Grantor.

IN WITNESS WHEREOF, the said Grantor has hereunto set her hand and seal the day and year first above written.


RUTH J. HAMELL

STATE OF IDAHO)

SS

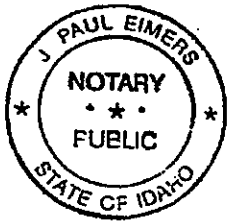
County of Idaho)

On this 15th day of June, 2005, before me, a Notary Public, in and for said County and State, personally appeared, RUTH J. HAMELL, known to me to be the person whose name is subscribed to the within instrument, and she acknowledged to me that she freely executed the same.

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

(NOTARY SEAL)

Notary Public for the State of Idaho,
Residing at Grangeville, therein.
My commission expires 6-24-2011.



SCHEDULE C

Township 24 North, Range 1 East, Boise Meridian, Idaho County, Idaho
Section 3: A parcel of land situated in Government Lot 7 AND
Section 10: A parcel of land situated in Government Lot 1, more particularly described on that Record of Survey filed as Instrument No. 280654, recorded August 27, 1979, as follows:

Commencing at the meander corner common to Sections 3 and 10, said Township and Range;
thence along the section line N 89°19'54" W, 389.90 feet to a point on the old West right of way of U.S. Highway No. 95;
thence along said old right of way, N 22°17'20" E, 26.82 feet to a point, the Northeast corner of the Hamell parcel as shown on the Record of Survey noted above;
thence departing said old right of way, along the boundary of said Hamell parcel, N 75°29'20" W, 107.16 feet to a point on the new West right of way of said highway, also the Northeast corner of this sale parcel, and the Point of Beginning;
thence continuing along the boundaries of the Hamell parcel, N 75°29'20" W, 176.32 feet to the Northwest corner of this sale parcel;
thence S 08°57'28" W, 93.74 feet to point "A" which falls on the section line noted above;
thence continuing S 08°57'28" W, 229.54 feet to a point;
thence departing said Hamell boundary, S 51°27'22" E, 121.91 feet to a point on the new West right of way of U.S. Highway No. 95;
thence along said new right of way, N 23°37'45" W, 83.37 feet to a point;
thence N 08°32'09" E, 93.67 feet to a point;
thence N 38°33'55" E, 168.82 feet to point "B" which falls on the section line noted above, from which point "A" bears N 89°19'54" W, 145.35 feet;
thence continuing N 38°33'55" E, 64.09 feet to the Point of Beginning.

Containing .7749 acres of which 0.2732 acres fall
in Sect. 3
WJS