

07/12/2010

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 27-12213

NAME AND ADDRESS: DORAN JORGENSEN

561 W 200 S
BLACKFOOT ID 83221

SHIRA JORGENSEN
561 W 200 S
BLACKFOOT ID 83221

SOURCE: BLACKFOOT RIVER

TRIBUTARY: SNAKE RIVER

QUANTITY: 0.060 CFS

PRIORITY DATE: 10/01/1884

POINT OF
DIVERSION:

T03S R35E S8 SWSENE Lot 8 Within BINGHAM County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

05/01 10/15

0.060 CFS

PLACE OF USE: IRRIGATION in BINGHAM County

T03S R35E S18 NENW 2.70

2.7 ACRES TOTAL

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

Water is delivered through Stevens Ditch.

This right is a split from former right 27-11199 .

SCANNED

JUL 13 2010

07/12/2010

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 27-12214

NAME AND ADDRESS: JARED EDDINGTON
561 W 200 S
BLACKFOOT ID 83221

DELLISA EDDINGTON
561 W 200 S
BLACKFOOT ID 83221

SOURCE: BLACKFOOT RIVER TRIBUTARY: SNAKE RIVER

QUANTITY: 0.020 CFS

PRIORITY DATE: 10/01/1884

POINT OF
DIVERSION:

T03S R35E S8 SWSENE Lot 8 Within BINGHAM County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	05/01 10/15	0.020 CFS

PLACE OF USE: IRRIGATION in BINGHAM County

T03S R35E S18 NENW 1.00

1 ACRES TOTAL

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

This right is a split from former right 27-11199 .

Water is delivered through Stevens Ditch.

SCANNED

JUL 13 2010

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

In Re SRBA

Water Rights: 27-11199
(Split into 27-12213 & 27-12214)

Case No. 39576

**NOTICE OF COMPLETED
ADMINISTRATIVE
PROCEEDING**

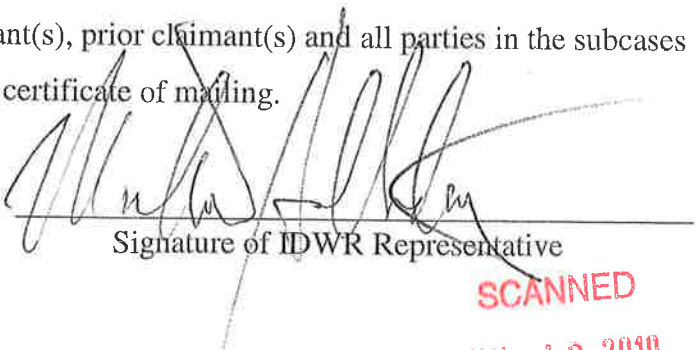
IDWR has completed the following Administrative proceeding:

- ☐ Address change
- ☒ Substitution of Party JORGENSEN-EDDINGTON
- ☐ I.C. § 42-222 transfer
 - ☐ point of diversion ☐ place of use
 - ☐ period of use ☐ nature of use
 - ☐ split of water right ☐ change in ownership

IDWR certifies that it has completed its investigation into the changes to the elements of the water rights listed above as set forth in the attached *Amended Director's Reports* for said water rights. No other changes have been made to the elements of these water rights except as set forth above.

IDWR has served copies of the *Notice of Completed Administrative Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

DATED: 7/12/2010


Signature of IDWR Representative

SCANNED

JUL 13 2010

CERTIFICATE OF MAILING

I certify that on July 13, 2010, I mailed the original and copies of this form to the following persons, postage prepaid by regular mail and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
PO Box 2707
Twin Falls ID 83303-2707

2. One copy to:

Claimant/Seller for Substitution of Party or attorney of record:
Doran Jorgenson
Shira Jorgenson
561 W 200 S
Blackfoot ID 83221

3. One copy to:

Claimant/Purchaser for Substitution of Party, or attorney of record:
Jared Eddington
Dellisa Eddington
561 W 200 S
Blackfoot ID 83221

4. One copy to:

Each party in the subcase, or attorney of record
Committee of Nine
Represented by:
Baker Rosholt & Simpson LLP
113 Main Ave W Ste 303
PO Box 485
Twin Falls ID 83303-0485

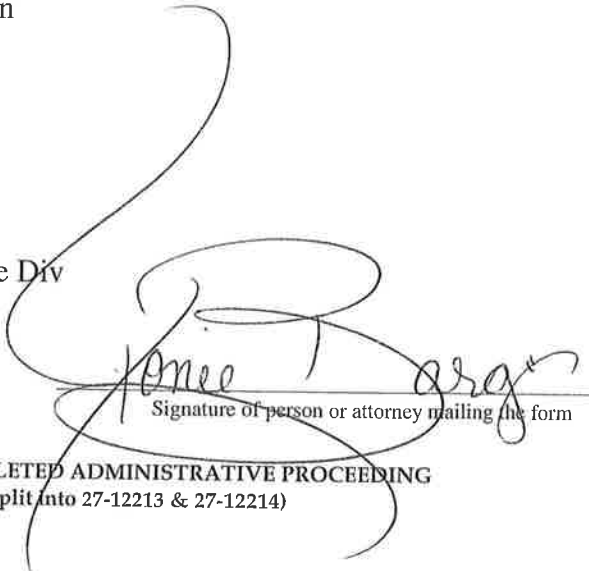
Shoshone Bannock Tribes
Represented by:
Jeanette Wolfley-Special Counsel
202 N Arthur
Pocatello ID 83202

5. One copy each to:

Chief Natural Resources Division
Office of the Attorney General
PO Box 44449
Boise ID 83711-4449

6. One Copy to:

United States Dept of Justice
Environment & Natural Resource Div
550 West Fort Street MSC 033
Boise ID 83724


Signature of person or attorney mailing the form

07/12/2010

IDAHO DEPARTMENT OF WATER RESOURCES
CLAIMS / RIGHTS NOT RECOMMENDED

W.R. NUMBER
REASON

NAME AND ADDRESS CLAIM DISPOSITION

27-11199

Parent

Split into:
27-12213 and 27-12214

SCANNED
1
JUL 13 2010



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region, 900 North Skyline Drive, Suite A • Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 • Fax: (208) 525-7177 • Web Site: www.idwr.idaho.gov

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

July 12, 2010

Jared Eddington
Dellisa Eddington
561 W 200 S
Blackfoot ID 83221

RE: Notice of Change of Water Right Ownership (NCO) for
27-11199 (Split into 27-12213 and 27-12214) and Notice of Completed
Administrative Proceeding (NCAP)

Dear SIR/MADAM:

The Idaho Department of Water Resources (IDWR) received an NCO changing the right holder for a portion of the above referenced water right(s). Based on this NCO, IDWR water right records for the Snake River Basin Adjudication (SRBA) have been updated with new water right numbers reflecting the division of the water right(s).

Furthermore, as directed by the SRBA Court, this office mailed a copy of the updated water right record(s) to each party listed on the enclosed NCAP. The intent of this mailing is to ensure each party has a current record of the water right(s) as recorded in the SRBA.

Please feel free to contact me if you have any questions concerning this matter.

Respectfully,

Jonie Barg
Technical Records Specialist

Enclosure

cc: Doran Jorgenson
Shira Jorgenson
Water District 27

SCANNED

JUL 13 2010

RECEIVED

MAR 05 2010

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

Department of Water Resources
Eastern Region

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

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

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
22-11199		✓			

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

3. Name and Address of Former Owner/Claimant(s)

Doran & Shira Jorgenson
 563 W. 200 S.
 Blackfoot, ID 83221

4. New Owner/Claimant(s)

Jared & Melissa Eddington
 Name Connector (Check one): [] and, [] or, [] and/or

New Mailing Address

561 W. 200 S.

City, State and ZIP Code

Blackfoot, ID 83221

New Telephone Number

(208) 227-6508 Email: _____

SCANNED

JUL 13 2010

5. Date you acquired the property

6-25-07

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

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

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

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



(title if applicable)

(title if applicable)

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

For IDWR Office Use Only:

Received by _____ Date _____
 Received by _____ Date _____
 Processed by _____ AJ Date _____

Receipt Amt. _____
 Receipt No. _____
 WR _____ Date _____

SCANNED

JUL 13 2010

JORGENSEN

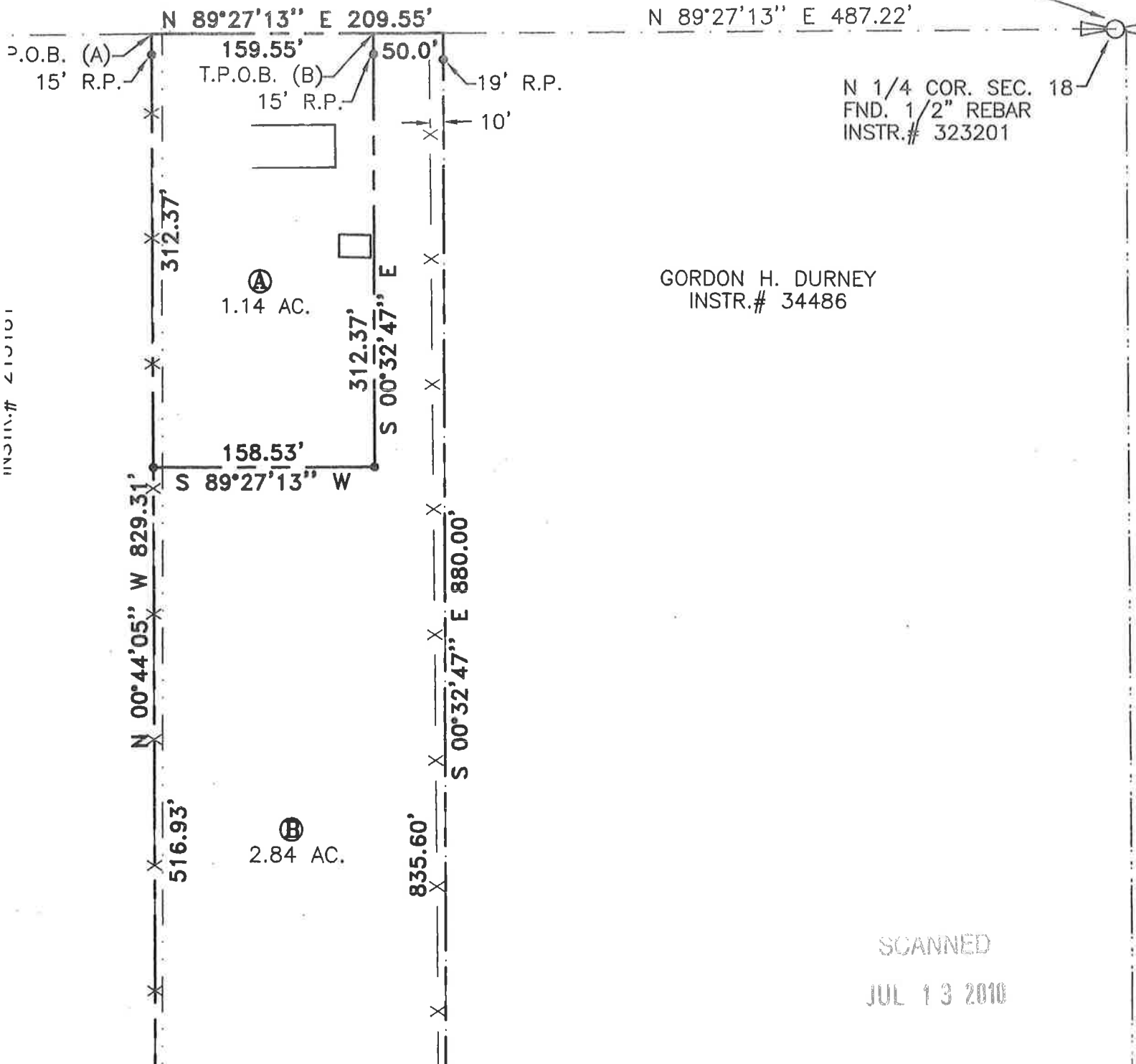
ID OF SURVEY

3 SOUTH, RANGE 35 EAST, B.M.
COUNTY, IDAHO

BASIS OF BEARING

(R1 - N 89°27'13" E 2568.16')

N 89°27'13" E 2566.22'



SCANNED

JUL 13 2010

REAL ESTATE PURCHASE AND SALE AGREEMENT
(with Earnest Money Provision)

THIS CONTRACT CONTROLS THE TERMS OF SALE OF THE PROPERTY. READ CAREFULLY BEFORE SIGNING: IF ANY QUESTIONS, CONSULT YOUR ATTORNEY.

Sarah R. Eddington & Melissa B. Eddington Idaho 20 07
(hereinafter called "Buyer") agrees to purchase, and the undersigned agrees to sell the following described real estate hereinafter referred to as "premises" located in Bingham County of Idaho
State of Idaho, commonly known as 561 W. 200 S., Blackfoot, ID 83202
legally described as: Section 18, Township 3 South, Range 35 East, B.M. Bingham County, Idaho

A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED, ATTACHED OR WRITTEN ON THE REVERSE HEREOF PRIOR TO EXECUTION BY SELLER. Buyer hereby authorizes broker to insert over his signature the correct legal description of the premises if unavailable at the time of signing, or to correct the legal description previously entered if erroneous or incomplete).

1. TOTAL PURCHASE PRICE IS one hundred thirty-two thousand and zero cents
DOLLARS (\$ 132,000.00) payable as follows:

A. Earnest Money.
(a) Buyer hereby deposits and a receipt is hereby acknowledged of two hundred Dollars (\$ 200) evidenced by: ☐ Cash, ☒ Personal Check, ☐ Cashiers Check, ☐ Note Due, or paid or delivered as earnest money in part payment of the purchase price for the premises.

(b) Earnest Money, to be deposited in trust account upon acceptance by all parties.
(c) All Earnest money shall be held by Alliance Title & Escrow for the benefit of the parties hereto, and Alliance Title & Escrow (Broker) shall hold the completely executed broker's copy of this agreement.

B. Balance of purchase price to be paid as follows: \$2000 shall be used to pay the buyers closing costs with Alliance Title & Escrow Corp. and the buyers closing costs with Legacy Mortgage Group, LLC. (see attachment #1 for the allocation and splitting of closing costs)

2. Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of May 2, 2007. If Seller does not accept this agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.

3. Title of Seller is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by Seller may be paid out of purchase money at date of closing. Any liens, encumbrances or defects which are to be discharged or assumed by Buyer or to which title is taken subject to (not otherwise set forth above) are: none

4. The Seller shall, within a reasonable time after closing, furnish to the Buyer a title insurance policy in the amount of the purchase price of the premises from a title insurance company showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this agreement to be discharged or assumed by the Buyer. Prior to closing the transaction, the Seller shall furnish to the Buyer a preliminary report or commitment made by a title insurance company showing the condition of the title to said premises. The parties agree that Alliance Title Company shall provide said title policy and preliminary report or commitment. It is agreed that if the title to said premises is not marketable, or cannot be made so within thirty (30) days after notice containing a written statement of defects is delivered or mailed to the Seller, or if the default and the Earnest Money shall be returned to the Buyer and Seller shall pay for the cost of title insurance, escrow and legal fees, if any. Buyer's acceptance of the Earnest Money does not constitute a waiver of other remedies available.

5. It is hereby agreed that the "closing agent" for this agreement shall be Alliance Title & Escrow is the broker responsible for the closing. Where not otherwise provided by law, the parties shall each pay one-half of said closing agent's fees. The closing date shall be on June 25, 2007

6. On or before closing date, Buyer and Seller shall deposit with the closing agent all funds and instruments necessary to complete the sale.

7. Seller shall deliver possession to Buyer on or before June 25, 2007 and taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserves on liens, loans or obligations assumed or taken subject to, and utilities shall be prorated as of June 25, 2007 except as follows:

Buyer shall pay for fuel in fuel tank, the amount to be determined by the supplier at Seller's expense.

8. The parties agree that this agreement contains the following additional terms and conditions: see attachment #1

9. The following items of property now on the premises are specifically excluded from the sale: washer, dryer, mail box

The following items of personal property are specifically included in the sale: water right, fridge, microwave, stove, dishwasher

10. IMPORTANT: THE REVERSE OF THIS AGREEMENT CONTAINS IMPORTANT PROVISIONS WHICH ALSO CONSTITUTE PART OF THE AGREEMENT. Each of the parties acknowledges reading this agreement in full.

Sarah Eddington
Buyer

386 W. 170 N. Apt 3 Blackfoot, ID 83202
Buyer's Address 83202

208-680-1189
Buyer's Phone

On this date, June 2, 2007 I/we hereby approve and accept the sale set forth in the above agreement and agree to carry out all terms thereof on the part of the Seller. I/we further acknowledge receipt of a true copy of this agreement with the complete legal description of the premises inserted and signed by both parties.

Shana Jorgensen
Seller

561 W 200 S Blackfoot, ID 83202
Seller's Address

208-785-0789
Seller's Phone

A true copy of the foregoing agreement, signed by the Seller and containing the full and complete legal description of the premises, is hereby received on this 2 day of May, 20 07

Sarah Eddington
Buyer

Sarah Eddington
Buyer

STATE OF IDAHO)
County of _____) ss

On this _____ day of _____, 20 _____, before me, the undersigned, a Notary Public in and for said State, personally known to me to be the person(s) who signed the foregoing instrument as Seller and acknowledged to me that _____ he _____ executed the same.

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

Notary Public for Idaho
Commission Expires: _____ Residing at: _____
Date: _____

SCANNED

JUL 13 2010

Instrument # 587200

BINGHAM COUNTY

2007-10-25

10:02:11 No. of Pages: 2

Recorded for: JARED EDDINGTON

SARA J. STAUB

Fee: 6.00

Ex-Officio Recorder Deputy

CM

QUITCLAIM DEED

ORDER NO.: 3020709995-S

FOR VALUE RECEIVED,

Jared R. Eddington, a married man as his sole and separate property

Do(es) hereby convey, release, remise and forever quit claim unto

Jared R. Eddington and Delisa D. Eddington, Husband and Wife

whose current address is:: 561 West 200 South, Blackfoot, ID 83221

the following described premises:

A portion of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 18, Township 3 South, Range 35 East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point 126 rods East of the NW corner of said Section 18, and running thence South 880 feet; thence West 202 feet; thence North 880 feet; thence East 202 feet to the Point of Beginning.

EXCEPTING THEREFROM: A portion of the Northeast Quarter Northwest Quarter of Section 18, Township 3 South, Range 35, East, Boise Meridian, Bingham County, Idaho, described as: Beginning at a Point 836 feet South of the North Quarter corner of said Section 18, and running thence South 127.75 feet; thence North 89°11'00" West 495.05 feet; thence North 120.69 feet; thence East 495 feet to the Point of Beginning.

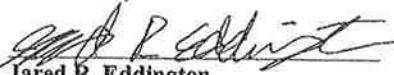
(B) ALSO EXCEPTING THEREFROM: A Portion of Northeast Quarter Northwest Quarter of Section 18, Township 3 South, Range 35, East, Boise Meridian, described as: Beginning at a Point that is North 89°27'13" East 2029.00 feet along the North line of said Section 18 to the True Point of Beginning, all from the Northwest corner of said Section 18, and running thence North 89°27'13" East 50.00 feet along said Section line; thence South 00°32'47" East 835.60 feet; thence North 88°48'07" West 206.92 feet along a fence line; thence North 00°44'05" West 516.93 feet; thence North 89°27'13" East 158.53 feet; thence North 00°32'47" West 312.37 feet to the Point of Beginning.

ALSO EXCEPTING THEREFROM: Part of Section 18, Township 3 South, Range 35, East, Boise Meridian, Bingham County, Idaho, described as:

(C) Beginning at a Point that is North 89°27'13" East 2079.00 feet along the North line of said Section 18 and South 00°32'47" East 835.60 feet to the True Point of Beginning, all from the Northwest corner of said Section 18, and running thence South 00°32'47" East 44.40 feet; thence South 89°27'13" West 202.00 feet; thence North 00°32'47" West 50.55 feet; thence South 88°48'07" East 202.09 feet along a fence line to the Point of Beginning.

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

October 25, 2007


Jared R. Eddington

SCANNED

JUL 13 2010

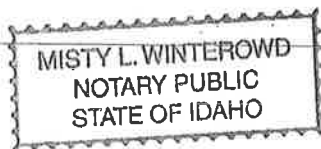
State of Idaho

}
} ss.

County of Bingham

On this 25th day of October, in the year 2007 before me, a Notary Public in and for said state, personally appeared **Jared R. Eddington** known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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



Misty L. Winterowd
Notary Public for the State of Idaho
Residing at Blackfoot ID 83221
Commission Expires: 3-25-2010

587200

SCANNED

JUL 13 2010

3-16-10

To: Donie Berg

IDWR

7:77
fax 525-~~7118~~

from Jared Edington

cell 227-65118

regarding water right 27-11199

pages 5

SCANNED

JUL 13 2010

537311

QUITCLAIM DEED

BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO
FEE 3- DEP 2

2004 FEB -6 PM 4:17

ORDER NO.: 3020305241-S

RECORDED AT THE REQUEST OF

FOR VALUE RECEIVED,

Alliance Title & Escrow Corp.

Doran Jorgensen, Husband of Shira Jorgensen

Do(es) hereby convey, release, remise and forever quit claim unto

Shira Jorgensen, a married woman as her sole and separate property

whose current address is: 651 West 200 South, Blackfoot, ID. 83221

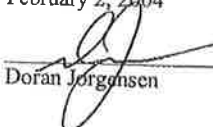
the following described premises:

A portion of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 18, Township 3 South, Range 35 East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point 126 rods East of the NW corner of said Section 18, and running thence South 880 feet; thence West 202 feet; thence North 880 feet; thence East 202 feet to the Point of Beginning.

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

February 2, 2004

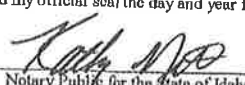
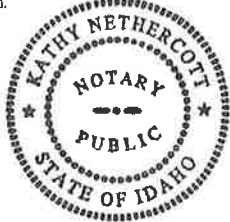

Doran Jorgensen

State of Idaho

County of Bingham

On this 2 day of February, in the year 2004, before me, a Notary Public in and for said state, personally appeared Doran Jorgensen known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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


Notary Public for the State of Idaho
Residing at: Blackfoot
Commission Expires: 3-11-08

537311

SCANNED

JUL 13 2010

Instrument # 584030

BINGHAM COUNTY
2007-08-02 04:28:25 No. of Pages: 3
Recorded for : ALLIANCE TITLE & ESCROW CORP.
SARA J. STAUB Fee: 9.00
Ex-Officio Recorder Deputy *[Signature]*

Instrument # 582625

BINGHAM COUNTY
2007-06-26 04:27:00 No. of Pages: 2
Recorded for : ALLIANCE TITLE & ESCROW CORP.
SARA J. STAUB Fee: 6.00
Ex-Officio Recorder Deputy *[Signature]*

WARRANTY DEED

Order No.:3020709995-S

FOR VALUE RECEIVED

Shira Jorgensen, a married woman as her sole and separate property

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

[Signature] Jared R. Eddington, a married man as his sole and separate property
whose current address is

561 W. 200 S., Blackfoot, ID 83221

the grantee(s), the following described premises, in Bingham County, Idaho, TO WIT:

A portion of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 18, Township 3 South, Range 35 East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point 126 rods East of the NW corner of said Section 18, and running thence South 880 feet; thence West 202 feet; thence North 880 feet; thence East 202 feet to the Point of Beginning. EXCEPTING THEREFROM: A portion of the Northeast Quarter Northwest Quarter of Section 18, Township 3 South, Range 35, East, Boise Meridian, Bingham County, Idaho, described as: Beginning at a Point 836 feet South of the North Quarter corner of said Section 18, and running thence South 127.75 feet; thence North 89°11'00" West 495.05 feet; thence North 120.69 feet; thence East 495 feet to the Point of Beginning.

ALSO EXCEPTING THEREFROM: A Portion of Northeast Quarter Northwest Quarter of Section 18, Township 3 South, Range 35, East, Boise Meridian, described as:

Beginning at a Point that is North 89°27'13" East 2029.00 feet along the North line of said Section 18 to the True Point of Beginning, and from the Northwest corner of said Section 18, and running thence North 89°27'13" East 50.00 feet along said Section line; thence South 00°32'47" East 835.60 feet; thence North 88°48'07" West 216.92 feet along a fence line; thence North 00°44'05" West 516.93 feet; thence North 89°27'13" East 158.53 feet; thence North 00°32'47" West 312.37 feet to the Point of Beginning.

LEGAL DESCRIPTION CONTINUED...ON PAGE 3

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: 6/19/2007

[Signature]
Shira Jorgensen

State of Idaho

County of Bingham

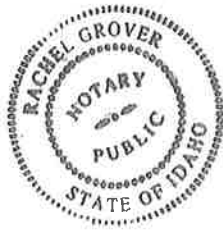
}
} ss.
}

SCANNED

JUL 13 2010

On this 25 day of June, in the year 2007 before me, a Notary Public in and for said state, personally appeared Shira Jorgensen known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same:

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



Rachel Grover
Notary Public for the State of Idaho
Residing at: Blackfoot, ID 83221
Commission Expires: 11-10-12

Instrument # 582525

BINGHAM COUNTY

2007-06-26

04:27:00 No. of Pages: 2

Recorded for: ALLIANCE TITLE & ESCROW CORP.

SARA J. STAUB

Fee: 6.00

Ex-Officio Recorder Deputy *AS*

SCANNED

JUL 13 2010

Order No.: 3020709995-S

**CONTINUED LEGAL DESCRIPTION
EXHIBIT 'A'**

ALSO EXCEPTING THEREFROM: Part of Section 18, Township 3 South, Range 35, East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a Point that is North 89°27'13" East 2079.00 feet along the North line of said Section 18 and South 00°32'47" East 835.60 feet to the True Point of Beginning, all from the Northwest corner of said Section 18, and running thence South 00°32'47" East 44.40 feet; thence South 89°27'13" West 202.00 feet; thence North 00°32'47" West 50.55 feet; thence South 88°48'07" East 202.09 feet along a fence line to the Point of Beginning.

584030

SCANNED

JUL 13 2010