

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

AUG 11 2015

Department of Water Resources
Eastern Region

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
34-649A <i>OK</i>	Yes ☒	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Casey Whitworth and Suzanne Whitworth

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Kris Alton and Kathy Alton

New owner(s) as listed on the conveyance document

Name connector ☒ and ☐ or ☐ and/or1105 Nevada StreetGoodingID83330

Mailing address

City

State

ZIP

208-407-5779kathyd53@gmail.com

Telephone

Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
- ☒ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
- ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: 6-19-2007

6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).

7. This form must be signed and submitted with the following **REQUIRED** items:

- ☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- ☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- ☒ Filing fee (see instructions for further explanation):
- ☐ \$25 per *undivided* water right.
 - ☐ \$100 per *split* water right.
 - ☐ No fee is required for pending adjudication claims.
- ☒ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
- ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

SUPPORT DATA

IN FILE #

34-649A

8. Signature: *[Signature]* Owner - Kris P. Alton 7/27/2015

Signature of new owner/claimant

Title, if applicable

Date

Signature: *Kathy D. Alton*

Owner - Kathy D. Alton 7/27/2015

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by: *[Signature]* Date: 8/11/2015 Receipt No. E041354 Receipt Amt. \$100. -Active in the Water Supply Bank? Yes ☐ No ☒ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐Name on W-9 _____ Approved by: *[Signature]* Processed by: *[Signature]* Date: 10/6/2015

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
168 West Pacific/P.O. Box 868
Blackfoot, ID 83221

236935
Custer County Req. of
1st American Title
Time 10:40 M Date 2-2, 2007
Barbara C. Broadlove, Clerk
Barbara C. Broadlove \$ 6.00
Deputy

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **215856-B (Id)**

Date: **June 19, 2007**

For Value Received, **Casey C. Whitworth and Suzanne E. Whitworth, husband and wife**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Kris Alton and Kathy Alton, husband and wife**, hereinafter called the Grantee, whose current address is **169 E Snake River Ave., Glenns Ferry, Idaho 83623**, the following described premises, situated in **Custer County, Idaho**, to-wit:

LOT 3, BLOCK 1, WHITWORTH ESTATES, CUSTER COUNTY, IDAHO, AS SHOWN ON THE PLAT RECORDED APRIL 27, 2007, AS INSTRUMENT NO. 236494. RATIFICATION RECORDED JUNE 5, 2007, AS INSTRUMENT NO. 236759.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

236935

Date: 06/19/2007

Warranty Deed
- continued

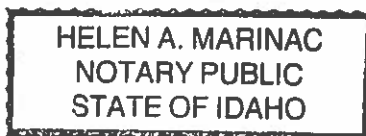
File No.: 215856-B (Id)


Casey C. Whitworth


Suzanne E. Whitworth

STATE OF Idaho)
COUNTY OF ~~Bingham~~ CUSTER)
SS.

On this 26 day of June, ²⁰⁰⁷~~2006~~, before me, a Notary Public in and for said State, personally appeared Casey C. Whitworth and Suzanne E. Whitworth, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.




Notary Public for the State of Idaho
Residing at: Blackfoot, Idaho MACKAY
My Commission Expires: ~~10/21/2009~~
8-29-2012

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
168 West Pacific/P.O. Box 868
Blackfoot, ID 83221

231770
Custer County Req. of
First American
Time *11:45 A.M.* Date *7/21/2005*
Ethel M. Peck, Clerk
Ruth Brunka *9.00*
Deputy

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: 117124-B (Id)

Date: July 07, 2005

For Value Received, **Arthur J. Storer & Beatrice Storer, initial trustees of the Trust of Arthur J. Storer and Beatrice Storer and Arthur J Storer and Beatrice Storer**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Casey C. Whitworth and Suzanne E. Whitworth, husband and wife**, hereinafter called the Grantee, whose current address is **4254 North US Highway 93, Mackay, ID 83251**, the following described premises, situated in Custer County, Idaho, to-wit:

Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Arthur J. Storer & Beatrice Storer, initial
trustees of the Trust of Arthur J. Storer and
Beatrice Storer

Gerald N. Storer
Gerald N Storer, Successor Trustee

By: *Gerald "Doug" N Storer*
Gerald "Doug" N Storer, General Personal
Representative of the Estate of Arthur J
Storer and Beatrice Storer

By: _____

231770

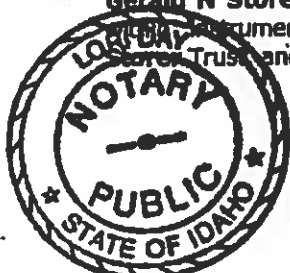
Date: 07/07/2005

Warranty Deed
- continued

File No.: 117124-B (Id)

STATE OF Idaho)
COUNTY OF ~~Custer~~ *Bingham*)
SS.

On this 7th of July, 2005, before me, a Notary Public in and for said State, personally appeared Gerald N Storer, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument as Successor Trustee of the **The Trust of Arthur J Storer and Beatrice Storer Trust** and acknowledged to me that he executed the same as such Successor Trustee.

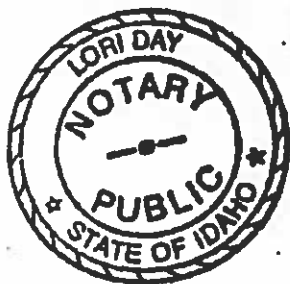


[Signature]

Notary Public of Idaho
Residing at: Blackfoot, Idaho
Commission Expires: 10/21/2009

STATE OF Idaho)
COUNTY OF ~~Custer~~ *Bingham*)
SS.

On this 7th day of July, 2005, before me, a Notary Public in and for said State, personally appeared Gerald "Doug" N Storer, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument as Personal Representative of the Estate of **Arthur James Storer and Beatrice Storer**, and acknowledged to me that he executed the same as such Personal Representative.



[Signature]

Notary Public of Idaho
Residing at: Blackfoot, Idaho
Commission Expires: 10/21/2009

231770

Date: 07/07/2005

Warranty Deed
- continued

File No.: 117124-B (ld)

EXHIBIT A

A TRACT OF LAND IN THE SE $\frac{1}{4}$ NW $\frac{1}{4}$ AND THE NE $\frac{1}{4}$ SW $\frac{1}{4}$, SECTION 35, TOWNSHIP 7 NORTH, RANGE 24 E.B.M., CUSTER COUNTY, IDAHO, DESCRIBED AS: COMMENCING AT THE S $\frac{1}{4}$ CORNER OF SAID SECTION 35, THENCE NORTH ALONG THE EAST BOUNDARY OF THE SW $\frac{1}{4}$ OF SAID SECTION 35 A DISTANCE OF 2628.0 FEET TO THE POINT OF BEGINNING; THENCE NORTH 965 FEET; THENCE WEST 1284.0 FEET; THENCE SOUTH 200.0 FEET; THENCE WEST 16.0 FEET; THENCE SOUTH 1060.0 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 93 ALTERNATE; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE TO A POINT WHICH LIES S. 89°25' W. 796.0 FEET AND S. 23°24' W. 505.00 FEET FROM THE POINT OF BEGINNING (SHOWN OF RECORD AS THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE 316.4 FEET); THENCE N. 23°24' E. 505.0 FEET; THENCE N. 89°25' E. 796.0 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM: A PARCEL OF LAND BEING GENERALLY DESCRIBED AS A PORTION OF THE NE $\frac{1}{4}$ SW $\frac{1}{4}$, SECTION 35, TOWNSHIP 7 NORTH, RANGE 24 E.B.M., CUSTER COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY 93, FROM WHICH THE SW CORNER OF SAID SECTION 35 BEARS S. 32°04'58" W. 2695.50 FEET, AND THE W $\frac{1}{4}$ CORNER OF SAID SECTION 35 BEARS N. 76°10'10" W. 1504.12 FEET; THENCE N. 30°43'35" E. ALONG AN EXISTING FENCE LINE, A DISTANCE OF 324.66 FEET; THENCE S. 64°52'33" E. 148.15 FEET; THENCE S. 30°43'35" W. 324.66 FEET TO THE NORTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY 93; THENCE N. 64°52'33" W. ALONG THE NORTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY 93, A DISTANCE OF 148.15 FEET TO THE POINT OF BEGINNING.

Real Estate Marketing Agreement

Parties Property Owner(s): *Kris Alton and Kate Alton*

Broker Name: *Casey Whitworth and Suzanne Whitworth*

Brokerage Name: *Sun Land Investments, Inc*

The Owner employs the Broker as the sole and exclusive Agent of the Owner to sell or exchange the subject property during the term of this contract.

Subject Address: *Lasso Loop Road Block 1 Lot 3 Assessors Parcel #:*

Property Legal Description: *Sec 35 T7 NR 24 EBM Block 1 Lot 3 1.98 acres*

City: *Mackay County: Custer State: Idaho*

Term of Beginning: *06/18/2008* **Expiration:** *06/18/2008* unless renewed or extended.

Employment If the Owner accepts an offer to purchase or exchange, the terms of this contract shall extend through the closing of the transaction.

Contract extended to: Owner's Initials and Date: ____/____/____ Broker's Initials and Date: ____/____/____

Price *\$38,500.00* *Thirty Eight Thousand Five Hundred* Dollars

☒ Cash ☐ Owner Will Consider Carrying Paper ☐ Other:

☐ Buyer must cooperate in a 1031 exchange (not applicable for primary residence).

Brokerage Fee ☒ *6.00%* of the Gross Sales Price ☐ Other:

Brokerage Fee - If the Broker or any other person including the Owner procures a purchaser ready, willing, and able to purchase, transfer, or exchange the property on the terms stated herein or on any other terms agreed in writing, the Owner will pay the Brokerage Fee. Post Expiration Period: *90* Days

Excluded Parties:

Authorizations: ☒ MLS ☒ Advertising ☒ Internet w/address ☐ Internet w/o address ☐ Lock Box ☒ Sign

New Construction or Recent Improvements: Yes ☐ No ☒

If "YES", see Standard Terms, paragraph 10, of this Agreement.

Improvement Description Site Description

Tot.Livable SqFt:	Constr Type:	Size: 1.98	Zoning:
Fin.BsmtSqFt:	Stories:	Water: well	Avalanche:
Unfin.BsmtSqFt:	Yr built/rem: /	Sewer: septic	Flood Plain:
SqFt. Per:	Gar / SqFt: /	Property Taxes:	Hillside:
Bdrms: Baths:	Landscaping:	CCRs:	Other:
Heat:	Sprinkler:	Dues:	
Roof:			
Included Items (in addition to paragraph 8 on page 2)		Excluded Items	
Deed Restrictions, Home owners association, Water rights through Home owners association.			
Existing or Proposed Assessments		Non-Compliance with Zoning or Codes	
Remarks		Liens or Other Encumbrances	

Broker's Initials 6-18-08 Date 6-18-08 Owner's Initials [Signature] Date 6-18-08 Owner's Initials Ka Date 6-18-08 Page 1 of 3

Lead-Based Paint

Owner hereby represents that the property being listed hereunder ☐ is ☐ is not residential housing built before January 1, 1978.

If the property is such target housing, the Owner's completed and signed Lead Based Paint "Disclosure of Information" form shall be attached to this Agreement.

Other Standard Terms

1. **Broker's Efforts** – Broker shall use reasonable efforts to market and sell the subject property on the terms and conditions herein.

Broker's Initials Date Owner's Initials KA Date 6-18-08 Owner's Initials Ka Date
6-18-08 Page of 3

Other Standard Terms – Continued

13. **Attorney's Fees and Other Provisions** – In the event a dispute arises between the parties hereto regarding the interpretation or enforcement of this contract, the prevailing party shall be entitled to an award of all attorney's fees and costs incurred in such dispute to be paid by the non-prevailing party, whether or not a lawsuit is filed, and including fees and costs on all appeals and in any bankruptcy proceeding. This contract is made in accordance with and it shall be interpreted and governed by the laws of the State of Idaho. If any action or proceeding shall be brought on or in connection with this contract, the venue of such action shall be determined under the laws of the State of Idaho. All rights and obligations of the parties hereunder shall be binding upon and inure to the benefit of their heirs, personal representatives, successors, or assigns.
14. **Agency Disclosure and Limited Dual Agency Consent and Assigned Agency Consent** – The undersigned Owner(s) has received, read, and understands the "Agency Law in Idaho" brochure ("Blue Brochure"). The undersigned Owner(s) understands that the brokerage involved in a transaction will be or may be providing agency representation to both the Buyer(s) and the Owner(s) with regards to the subject property.
 The undersigned Owner(s) understands that as Agents for the Buyer(s) and Owner(s), the brokerage(s) will be limited dual agents and cannot legally disclose to either party confidential information concerning price negotiations, terms or factors motivating the Buyers to buy or the Owners to sell without specific written permission from the disclosing party.
 The specific duties, obligations and limitations of a limited dual agent are contained in the Agency Disclosure Brochures as required by Section 54-2085, Idaho Code. Each undersigned Owner understands that a limited dual agent does not have a duty of undivided loyalty to either client.
 The undersigned SELLER(S) further acknowledge that, to the extent the brokerage firm offers assigned agency as a type of agency representation, individual sales associates may be assigned to represent each client to act solely on behalf of the client consistent with applicable duties set forth in Section 54-2087, Idaho Code. In an assigned agency situation, the designated broker (the broker who supervises the sales associates) will remain a limited dual agent of the client and shall have the duty to supervise the assigned agents in the fulfillment of their duties to their respective clients, to refrain from advocating on behalf of any one client over another, and to refrain from disclosing or using, without permission, confidential information of any other client with whom the brokerage has an agency relationship.
 SELLER(S) consent to allow BUYER'S Agents and/or Limited Dual Agents to show property and to allow the Broker to share brokerage fees as determined by the Broker with BUYER'S Agent and/or Limited Dual Agents.

KA / 6.18.08 Ka / 6.18.08
 Owner's Initials & Date Owner's Initials & Date

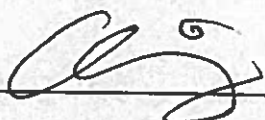
15. **Facsimile Transmission / Counterparts** – Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as transmission of the original. This agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one and the same instrument.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, THE OWNER IS ADVISED TO SEEK THE ADVICE OF AN ATTORNEY.

2. **Legal Description** – The Broker is authorized to insert, correct, or attach the correct legal description of the property if the legal description is omitted, incomplete, or in error.
3. **Term** – The term of this contract shall commence upon execution and expire at 5:00 PM Mountain Time.
4. **Post Expiration Period** – The broker fee is payable if the property is sold or any portion thereof or any interest therein is directly or indirectly sold, exchanged, or optioned, or agreed to be sold, exchanged, or optioned within the Post Expiration Period to any person who has examined, been introduced to, been shown or been offered the property during the term hereof. If the Owner upon termination, or expiration of this contract enters into an exclusive employment contract to market the subject property with another Broker, this Post Expiration Period shall not apply.
5. **Multiple Listing Service** – Owner understands that Broker is a Member of the Sawtooth Multiple Listing Service (MLS) and authorizes and directs the Broker to offer to cooperate with and compensate other Brokers, and if authorized, submit a property data sheet and any authorized changes to the MLS as required in the rules and regulations of the MLS. Owner understands that any MLS information regarding the above property will be made available to Buyer Agents and / or Dual Agents.
6. **Other Authorizations and Property Access** – If authorized on the first page of this Agreement, Owner authorizes Broker and Broker's Agent (1) to photograph the subject property's exterior and interior and to publish such photographs and other relevant information in the MLS publication and other reasonable mediums, including Cable TV and real estate websites on the Internet, in order to market the subject property, (2) to install a lockbox containing the key which gives MLS Keyholders access to the property and any building(s) located on the property, and (3) to install an appropriate "For Sale" sign which includes the Broker's and Agent's names. Owner shall allow reasonable access to the subject property and Owner authorizes Broker, Broker's Agents, and other authorized MLS Keyholders to enter and inspect the subject property and to show it to prospective purchasers. Owner agrees that such persons going onto the property are not trespassers and hereby indemnifies authorized persons and agrees to hold them harmless from any liability or loss resulting from such activities.
7. **Information Warranty** – The Owner represents and warrants to the Broker that all of the facts and information set forth in this Marketing Agreement are true and correct. The Owner further represents and warrants that the subject property complies with current building codes and zoning regulations except as set forth above. The Owner shall indemnify the Broker and the Broker's Agent and hold them harmless from any liability, claims, costs, and expenses, including attorney's fees, relating to any breach of such representations and warranties.
8. **Included Items** – Unless otherwise noted, Owner agrees to leave (if present at time of signing this Agreement) with the subject property all attached floor coverings, attached television antennae, attached plumbing, bathroom and lighting fixtures, window screens, window coverings, screen doors, storm windows, storm doors, garage door opener(s), transmitter(s), exterior trees, plants, shrubbery, water heating apparatus and fixtures, attached and free-standing fireplaces, awnings, ventilating, cooling and heating systems, built-in and drop-in ranges (but excepting all other ranges), any alarms (burglar, fire, etc.), fences and gates, fuel tanks, irrigation fixtures and equipment, any and all water rights, ditches and ditch rights that are appurtenant thereto. All of the above items shall be included in the sale unless otherwise provided herein.
9. **Condition of Property** – The Owner authorizes the Broker to provide a copy of the Seller's Property Disclosure Form to any agent or prospective buyer. Owner agrees to notify Broker of any subsequent defects or conditions in need of repair that may occur during the marketing period and/or prior to closing.
10. **New Construction or Recent Improvements** - If Residential Property is newly constructed or has a recent improvement of over \$2,000.00, the General Contractor is required by Title 45, Chapter 5, Idaho Code, to provide certain disclosures to the prospective residential real property purchaser.
11. **Non-Discrimination** – Owner and Broker acknowledge that it is illegal to discriminate in the showing or sale of the subject property on the basis of race, color, religion, sex, handicap, familial status, or national origin.
12. **Right to Sell** – The undersigned Owner(s) represents and warrants that he / she / they are all of the owners of the subject property and that the undersigned Owner(s) have full power and right to sell and convey title to the subject property.

Other Standard Terms – Continued

Property Owner's Signature Property Owner's Signature

x  6-18-08 x Kathy D Alton 6-18-08

Signature Date Signature Date

Printed Name: *Kris Alton*

Printed Name: *Kathy Alton*

Physical Address: *169 East Snake River Ave*

Physical Address: *Same*

Mailing Address:

Mailing Address:

City, State, Zip: *Glenns Ferry, Idaho 83623*

City, State, Zip:

Home Phone: *208-366-3020* Fax:

Home Phone: Fax:

Business Phone: *208-407-5779* Fax:

Business Phone: Fax:

E-Mail:

E-Mail:

Broker's Signature Agent's Name: *Lani Mulick*

Brokerage: *Sun Land Investments, Inc*

X _____ Mailing Address: *P. O. Box 880*

Signature Date City, State, Zip: *Bellevue, Idaho 83313*

Office Phone: *208-788-2777* Fax: *208-588-3023*

Printed Name: *Judy Cash* Agent's E-mail: *lmulick@yahoo.com*

Whitworth Subdivision

3.90	\$38,000.00 Canal
2.0	\$30,000.00 Canal
1.58	\$20,000.00
1.61	\$20,500.00
2.35	\$25,000.00
2.24	\$35,000.00 Canal
2.81	\$30,000.00 Canal and road easement
2.07	\$27,500.00 Canal and road
2.58	\$30,000.00 Canal and road
2.28	\$35,000.00 Canal
2.53	\$37,500.00 Canal

The map shows a 10-acre tract with the following features:

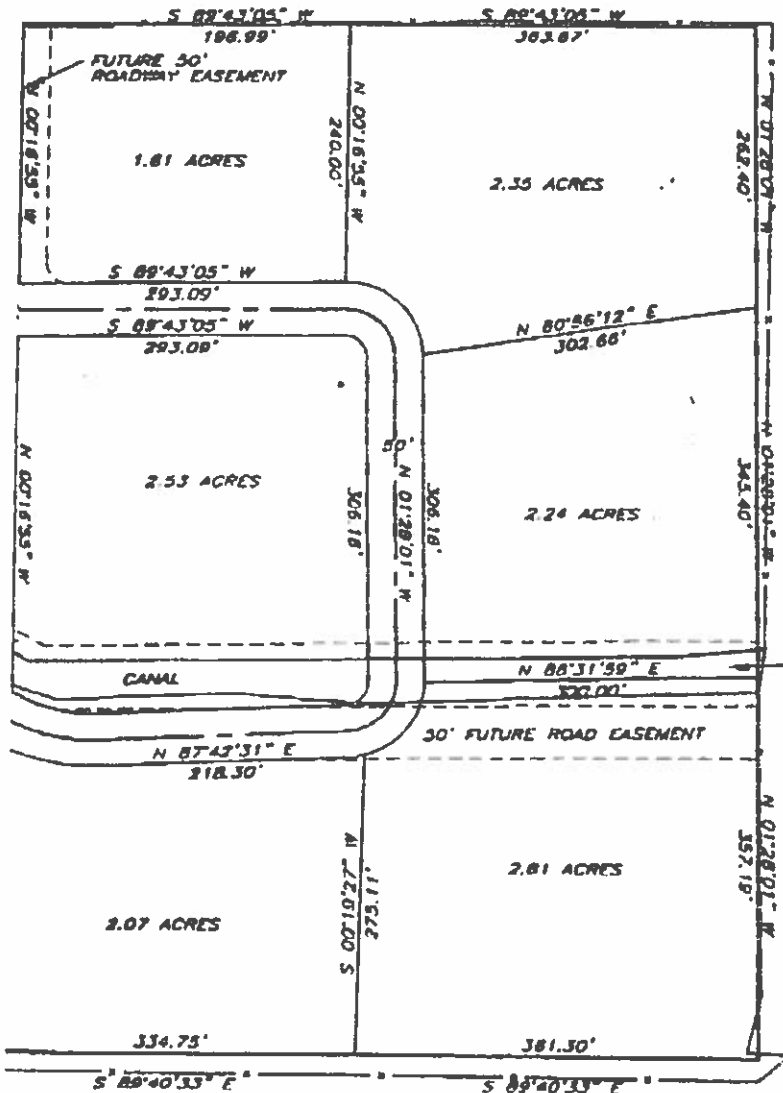
- Top Section:** A horizontal boundary line with bearings $S 88^{\circ}43'05'' W$ and $S 88^{\circ}43'05'' W$, and distances $350.45'$ and $280.79'$. Below this are two parcels labeled **2.00 ACRES** and **1.58 ACRES**.
- Left Section:** A vertical boundary line with bearing $S 88^{\circ}47'46'' E$ and distance $200.00'$. A small parcel is labeled **1.58 ACRES**.
- Center Section:** A large parcel labeled **3.00 ACRES+-** is bounded by a vertical line $S 00^{\circ}47'46'' E$ and $667.90'$, and a horizontal line $N 62^{\circ}35'11'' W$ and $253.56'$. A **CANAL** runs through this area.
- Right Section:** A parcel labeled **2.28 ACRES** is bounded by a horizontal line $S 88^{\circ}43'05'' W$ and $438.83'$, and a vertical line $N 62^{\circ}35'11'' W$ and $214.36'$.
- Bottom Section:** A parcel labeled **2.58 ACRES+-** is bounded by a horizontal line $S 88^{\circ}40'33'' W$ and $89.81'$, and a vertical line $N 62^{\circ}35'11'' W$ and $214.36'$. A **ROAD** runs through this area.
- Bottom Right Section:** A small parcel labeled **0.58 ACRES** is bounded by a horizontal line $S 88^{\circ}43'05'' W$ and $153.14'$, and a vertical line $N 62^{\circ}35'11'' W$ and $253.56'$. A **ROAD** runs through this area.
- Bottom Left Section:** A small parcel labeled **0.58 ACRES** is bounded by a horizontal line $S 88^{\circ}43'05'' W$ and $153.14'$, and a vertical line $N 62^{\circ}35'11'' W$ and $253.56'$. A **ROAD** runs through this area.
- Bottom Center Section:** A small parcel labeled **30.00 ACRES** is bounded by a horizontal line $S 88^{\circ}43'05'' W$ and $153.14'$, and a vertical line $N 62^{\circ}35'11'' W$ and $253.56'$. A **ROAD** runs through this area.

PART OF
T. 7 N., R. 24 E.B.M.
2 COUNTY, IDAHO

RECORDER'S CERTIFICATE

Instrument No. _____
 Time of Day _____
 Date _____
 Recorded in _____ County, Idaho

County Recorder



0 50 100 200
 SCALE: 1" = 100'

SURVEYORS CERTIFICATE

I, Bryce D. Jolley, a Registered Professional Land Surveyor in the State of Idaho do hereby certify that this plat is an accurate representation of the survey completed under my supervision.



GEND

at Corner Control
 Van Corner Control
 and 1/2" x 24" iron
 with cap marked
 K 3360
 is the
 to 1/2" iron Rod
 Road Power
 the Power Pole
 the Power Pole



HARPER-LEAVITT ENGINEERING, INC.
 PROFESSIONAL ENGINEERS AND LAND SURVEYORS

200 N. JESSIE AVE. SUITE 200
 BOISE, IDAHO 83702
 (208) 333-1111

PRELIMINARY PLAT

WHITWORTH ESTATES
SEC. 36, T. 7 N., R. 24 E.B.M.

DATE	BY	REVISION
APRIL 2011	B.D.J.	1
CHECKED BY	B.D.J.	02

WHITWORTH ESTATES
PART OF
SECTION 35, T. 7 N., R. 24 E.B.M.
CUSTER COUNTY, IDAHO

N 1/4 COR SEC 33
FOUND
CPAF INST NO.

County Recorder



0 50 100 200
SCALE: 1" = 100'

LEGEND

- Section Corner Control
Replaced 1/2" X 24" Iron Rod
w/ 3/8" X 30" Iron Rod
P.L.S. S.M.P.
- Fence Str.
- Replaced 1/2" Iron Rod
- Elevation Station
- Replaced 3/8" X 30" Iron Rod
w/ 3/8" X 30" Iron Rod
P.L.S. S.M.P.
- PLACED 1/2" at 20' TO
- ACCEPTED
SECTION 35

SURVEYORS CERTIFICATE

I, Bruce D. Johns, a Registered Professional Land Surveyor in the State of Idaho do hereby certify that this plat is an accurate representation of the survey carried under my authority.



FINAL PLAT

WELTWORKER ESTATES SVC. 55, T. 7 N., R. 24 E.R.M.		MARPER-LEWITT ENGINEERING, INC. 1000 S. 10th St., Ste. 100 Lincoln, NE 68502		1000 S. 10th St., Ste. 100 Lincoln, NE 68502	1000 S. 10th St., Ste. 100 Lincoln, NE 68502	1000 S. 10th St., Ste. 100 Lincoln, NE 68502	1000 S. 10th St., Ste. 100 Lincoln, NE 68502
1000 S. 10th St., Ste. 100 Lincoln, NE 68502		1000 S. 10th St., Ste. 100 Lincoln, NE 68502		1000 S. 10th St., Ste. 100 Lincoln, NE 68502	1000 S. 10th St., Ste. 100 Lincoln, NE 68502	1000 S. 10th St., Ste. 100 Lincoln, NE 68502	1000 S. 10th St., Ste. 100 Lincoln, NE 68502

LINE TABLE		
LINE	LENGTH	BEARING
1	30.34	S24°18'27"W
2	28.94	N25°18'27"E
3	30.34	N24°18'27"E

NUMBER	DELTA	CUTS			LENGTH	RANGE
		CHAND	BEARING	ANGLE		
C1	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C2	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C3	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C4	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C5	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C6	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C7	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C8	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C9	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C10	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C11	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C12	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C13	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C14	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C15	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C16	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C17	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C18	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C19	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C20	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C21	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C22	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C23	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C24	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C25	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C26	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C27	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C28	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C29	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C30	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C31	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C32	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C33	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C34	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C35	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C36	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C37	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C38	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C39	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C40	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C41	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C42	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C43	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C44	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C45	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C46	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C47	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C48	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C49	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C50	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C51	25.71 37	32.43	N 102° 28' E	32.13	31.0	
C52	25.71 37	32.43	N 102° 28' E	32.13	31.0	

FOUND 3/8" IN HOE NO CAP
CPLF INST NO. 150528

1. 11/07/85 - 11/07/86
 2. 11/07/86 - 11/07/87
 3. 11/07/87 - 11/07/88
 4. 11/07/88 - 11/07/89
 5. 11/07/89 - 11/07/90
 6. 11/07/90 - 11/07/91
 7. 11/07/91 - 11/07/92
 8. 11/07/92 - 11/07/93
 9. 11/07/93 - 11/07/94
 10. 11/07/94 - 11/07/95
 11. 11/07/95 - 11/07/96
 12. 11/07/96 - 11/07/97
 13. 11/07/97 - 11/07/98
 14. 11/07/98 - 11/07/99
 15. 11/07/99 - 11/07/00
 16. 11/07/00 - 11/07/01
 17. 11/07/01 - 11/07/02
 18. 11/07/02 - 11/07/03
 19. 11/07/03 - 11/07/04
 20. 11/07/04 - 11/07/05
 21. 11/07/05 - 11/07/06
 22. 11/07/06 - 11/07/07
 23. 11/07/07 - 11/07/08
 24. 11/07/08 - 11/07/09
 25. 11/07/09 - 11/07/10
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 85. 11/07/69 - 11/07/70
 86. 11/07/70 - 11/07/71
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 93. 11/07/77 - 11/07/78
 94. 11/07/78 - 11/07/79
 95. 11/07/79 - 11/07/80
 96. 11/07/80 - 11/07/81
 97. 11/07/81 - 11/07/82
 98. 11/07/82 - 11/07/83
 99. 11/07/83 - 11/07/84
 100. 11/07/84 - 11/07/85

SCHEDULE A

First American Title Insurance Company

**First American Title Company
168 West Pacific/P.O. Box 868
Blackfoot, ID 83221**

File No.: **215856-B**
Address Reference: **Bare Lot Mackay, ID 83251**

Policy No.: **215856-B**

Amount of Insurance: **\$30,000.00**
Date of Policy: **July 2, 2007 at 10:40 a.m.**

Premium: **\$320.00**

1. Name of Insured:

Kris Alton and Kathy Alton

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

Kris Alton and Kathy Alton, husband and wife

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

**LOT 3, BLOCK 1, WHITWORTH ESTATES, CUSTER COUNTY, IDAHO, AS SHOWN ON
THE PLAT RECORDED APRIL 27, 2007, AS INSTRUMENT NO. 236494. RATIFICATION
RECORDED JUNE 5, 2007, AS INSTRUMENT NO. 236759.**