

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
JAN 31 2014
DEPARTMENT OF
WATER RESOURCES

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
PD 79-14108	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Peggy J Marek
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Nick V. AND Mary Marlene Troche
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
- 9400 Esterbrook Boise ID 83714
Mailing address City State ZIP
- 208 853 1590 NONE
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 or other legal document.
☐ The water right was transferred to the new owner.

5. Date you acquired the

6. If the water right described in the following manner regardless of:

- Rental payment
- If a change in ownership entity who is the
- New lessor(s) of

7. This form must be signed by:

- A copy of the conveyance document must be attached.
- Plat map, survey and/or claim list for each water right.
- Filing fee (see instructions):
 - \$25 per unit
 - \$100 per acre
 - No fee is required for pending adjudication claims.

8. Signature: Nick V Troche Owner 1-27-14
Signature of new owner/claimant Title, if applicable Date
- Signature: [Signature] 1/27/14
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by CJ Date 1/31/14 Receipt No. C098262 Receipt Amt. 25⁰⁰
Approved by _____ Processed by [Signature] Date 2-3-14

SCANNED

FEB 03 2014

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
JAN 31 2014
DEPARTMENT OF
WATER RESOURCES

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
PD 79-14108	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Peggy J March
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Nick V. AND Mary Marlene Troche
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or

9400 ESTERBROOK Boise ID 83714
Mailing address City State ZIP

208 853 1590 NONE
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: MAY 6 2013

6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:

- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
- If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
- New lessor(s) of record will receive payment after the following rental season.

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.

8. Signature: Nick V Troche Owner 1-27-14
Signature of new owner/claimant Title, if applicable Date

Signature: [Signature] 1/27/14
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by CS Date 1/31/14 Receipt No. C098262 Receipt Amt. 25⁰⁰

Approved by _____ Processed by [Signature] Date 2-3-14

01/08/2007

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

RIGHT NUMBER: 79-14108

NAME AND ADDRESS: PEGGY J MAREK
143 CATTLE DR
WHITE BIRD ID 83554

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.080 CFS

The quantity of water under this right shall not exceed 13,000 gallons per day.

PRIORITY DATE: 09/01/1979

POINT OF
DIVERSION:

T27N R01E S25 SWSW Lot 1 Within IDAHO County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
DOMESTIC	01/01 12/31	0.040 CFS
STOCKWATER	01/01 12/31	0.060 CFS

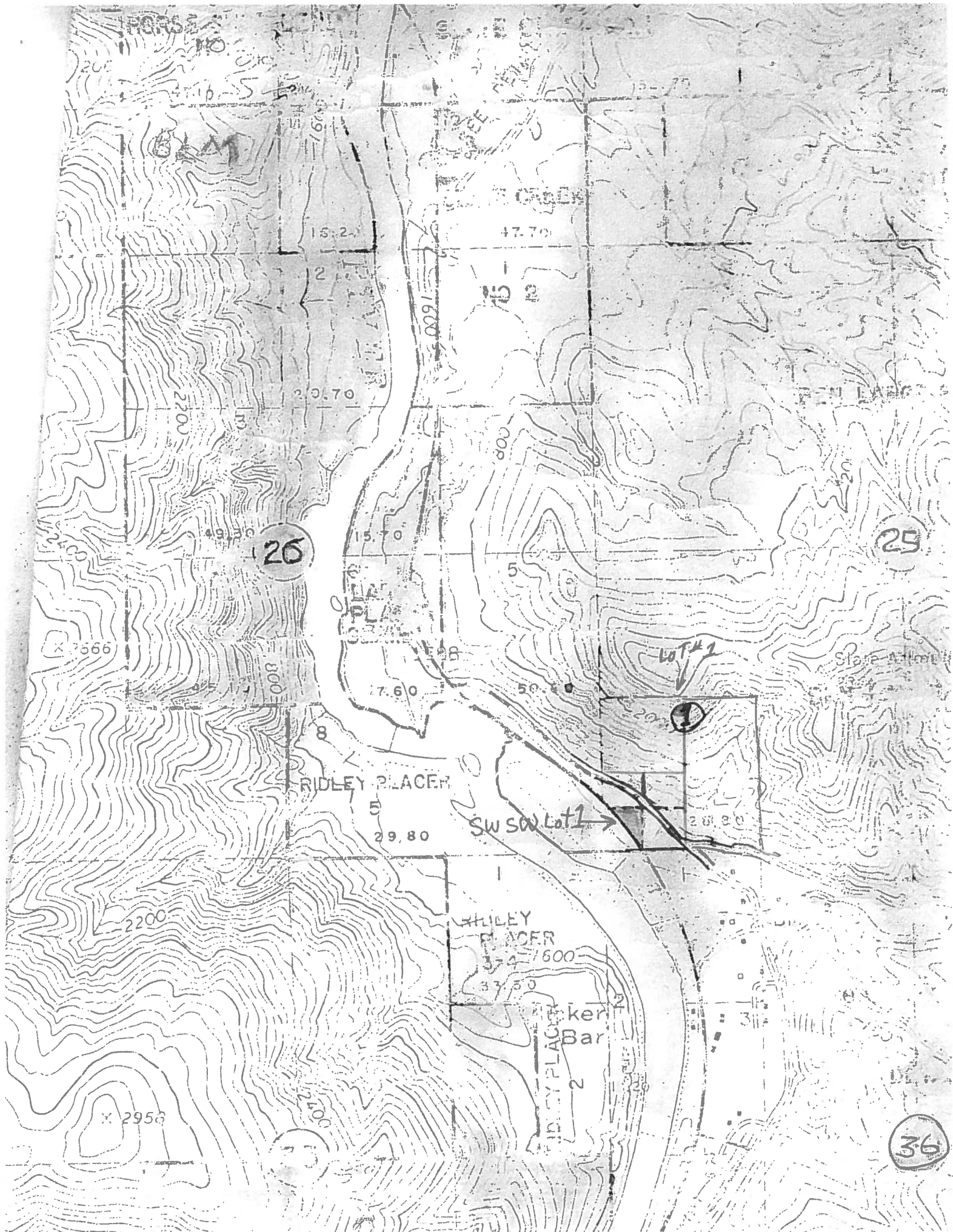
PLACE OF USE: STOCKWATER in IDAHO County
T27N R01E S25 Lot 1 SWSW
DOMESTIC in IDAHO County
T27N R01E S25 Lot 1 SWSW

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.

The quantity of water decreed for this water right is not a determination of historical beneficial use.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use



454238

Instrument # 454238

IDAHO COUNTY, IDAHO,

2007-03-28

03:21:10 No. of Pages: 4

Recorded for : INLAND TITLE CO

ROSE E. GEHRING

Fee: 12.00

Ex-Officio Recorder Deputy

WARRANTY DEED

THIS INDENTURE, made on this 21st day of March, 2007, by and between MARGARET J. "PEG" MAREK, a/k/a PEGGY J. MAREK, in her individual capacity, and THE ESTATE OF JACK JOHN MAREK, Deceased, acting through MARGARET J. "PEG" MAREK, his Personal Representative, by virtue of Letters Testamentary issued out of Idaho County Case No. SP02-689, with those Letters being recorded as Idaho County Instrument #441261, hereinafter referred to as the Grantors, and JAMES P. MAREK and CARRIE MAREK, husband and wife, of HC01 Box 59C, White Bird, ID 83554, hereinafter referred to as the Grantees.

WITNESSETH:

That the said Grantors, for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States of America, and other good and valuable considerations to them in hand paid by the said Grantees, the receipt whereof is hereby acknowledged, having granted, bargained, sold, and by these presents do grant, bargain, sell, convey, and confirm unto the said Grantees, their heirs and assigns, forever all the following described real property situate in the County of Idaho, State of Idaho, to wit:

See Schedule A, 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 Grantors.

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

And the said Grantors, for themselves, their heirs, executors, and administrators, do covenant, grant, bargain, and agree to and with the said Grantees, their 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*:

- 1) Taxes for the year 2007, which are an accruing lien, not yet due and payable.
- 2) Right of Way Deed to The State of Idaho, recorded May 18, 1922 in Book 49 of Deeds at page 406 as Instrument #68452.
- 3) Right of Way Deed to The State of Idaho, recorded May 18, 1922 in Book 49 of Deeds at page 409 as Instrument #68454.
- 4) Perpetual Easement to The Pacific Telephone and Telegraph Company, recorded February 11, 1931 in Book 59 of Deeds at page 216 as Instrument #94938.
Assignment of Easements to Idaho Telephone Company, recorded September 30, 1968 in Book 109 of Deeds at page 178 as Instrument #232099.
- 5) Right of Way Deed to The County of Idaho, recorded December 30, 1933 in Book 61 of Deeds at page 263 as Instrument #103181.
- 6) Easement to Gem State Tel. Company, recorded June 7, 1965 in Book 103 of Deeds at page 90 as Instrument #219747. Deeded to Citizens Telecommunications Company of Idaho by document recorded March 15, 1994 as Instrument #373279.
- 7) State of Idaho Easement recorded April 28, 1967 in Book 106 of Deeds at page 410 as Instrument #226777.
- 8) Second Judgment and Decree of Condemnation for a public highway, recorded April 28, 1969 in Book 110 of Deeds at page 193 as Instrument #233808.
- 9) Right of Way Easement to Idaho County Light & Power Cooperative Assoc., Inc., recorded October 21, 1994 as Instrument #377067.
- 10) Right of Way Easement to Idaho County Light & Power Cooperative Association, Inc., recorded October 2, 2002 as Instrument #424645.

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

That this Deed is given by Grantors to Grantees 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 Grantees to Grantors.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals the day and year first above written.

Margaret J. "Peg" Marek
MARGARET J. "PEG" MAREK
a/k/a PEGGY J. MAREK,
in her individual capacity

ESTATE OF JACK JOHN MAREK,
Deceased

By

Margaret J. "Peg" Marek
MARGARET J. "PEG" MAREK
Personal Representative

STATE OF IDAHO)
 ss
County of Idaho)

On this 21st day of March, 2007, before me, a Notary Public in and for said County and State, personally appeared MARGARET J. "PEG" MAREK, a/k/a PEGGY J. MAREK, in her individual capacity, and MARGARET J. "PEG" MAREK as Personal Representative of THE ESTATE OF JACK JOHN MAREK, Deceased, 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 the above-described capacities.

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



Lori A. Wilson
Notary Public for the State of Idaho,
Residing at Grangeville, therein.
My commission expires 10-19-2007.

FIRST AMERICAN TITLE INSURANCE COMPANY

INLAND TITLE & ESCROW, IDAHO COUNTY, IDAHO

Commitment Number: 20710

SCHEDULE A CONTINUED
PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

Township 27 North, Range 1 East, Boise Meridian, Idaho County, Idaho,
That portion of Government Lot 1 in Section 25 and Government Lot 5 in Section 26 and the following described
property in Government Lot 1 of Section 36 lying between the North and South Highway (Old State Highway No.
95) right-of-way and U.S. Highway No. 95 Project No. F-4113 (37) right-of-way.

BEGINNING at the Meander Corner on the right bank of the Salmon River on the line between said Sections 25
and 36,

Thence South 89°46' East, 507.86 feet on said line to the center line of Old State Highway #95,

Thence South 47°07' East, 173.7 feet on said center line to P.C. Station 637 plus 33.7,

Thence left on a 12° curve 188.1 feet to P.T. Station 639 plus 21.8,

Thence South 69°41' East, 92.2 feet to P.C. Station 640 plus 14.0,

Thence right on a 28°00' curve 46.0 feet to a point whence a stone with a chiselled cross bears South 85°44'
East, 102.0 feet,

Thence North 85°44' West, 578.0 feet, leaving said centerline to a 1 inch iron pipe 2 feet long,

Thence North 54°57' West, 396.0 feet on a meander line to aforesaid Meander Corner and the PLACE OF
BEGINNING.

ALTA Commitment
Schedule A
Continued

(20710.PFD/20710/28)

TitleOne Corporation
5660 E. Franklin Rd., Ste 101
Nampa, ID 83687
(208) 475-1155
Order No.: 13219200
Marek / 23549

Instrument # 489177
IDAHO COUNTY, IDAHO
06-06-2013 10:38:46 AM No. of Pages: 4
Recorded for: TITLEONE BOISE
Kathy M Ackerman Fee: \$19.00
Ex-Officio Recorder Deputy: DST

TRUSTEE'S DEED

TitleOne Corporation, an Idaho corporation (herein called Trustee) as Successor Trustee under the Deed of Trust hereinafter particularly described, does hereby Bargain, Sell and Convey, without warranty, to Nick V. Troche and Mary Marlene Troche, husband and wife whose address is 9400 Esterbrook, Boise, ID 83714, (herein called Grantee), all of the real property situated in the County of Idaho County, State of Idaho, described as follows:

See attached exhibit A

By reason of the automatic stay provisions of U.S. Bankruptcy Code 11 U.S.C. 362, the sale was discontinued, and pursuant to provisions of Idaho Code 45-1506(A) the sale was rescheduled and conducted following expiration or termination of the effect of the stay in the manner provided by that section. The Affidavit of Compliance with I.C. 45-1506A(2)(3), together with copies of the required Affidavit of Affidavits which are attached hereto and incorporated herein.

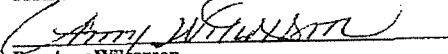
This conveyance is made pursuant to the powers conferred upon Trustee by the Deed of Trust between James P. Marek and Carrie Marek, husband and wife, as original grantor(s) for the benefit and security of Nick V Troche and Mary Marlene Troche, as beneficiary, recorded July 29, 2008, as Instrument No. 462424, Mortgage Records of Idaho County, Idaho and after the fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance as follows:

1. Default occurred in the obligations for which said Deed of Trust was given as security and the beneficiary made demand upon the said trustee to sell said property pursuant to the terms of said Deed of Trust. Notice of Default was recorded as Instrument No. 479086, Mortgage Records of Idaho County, Idaho and in the office of the Recorder of each county in which the property described in said deed of trust or any part thereof, is situated, the nature of such default being as set forth in said Notice of Default. Such default still existed at the time of sale.
2. After recordation of said Notice of Default, trustee gave notice of the time and place of the sale of said property by registered/certified mail, return receipt requested, by personal service upon the occupants of said real property and/or by posting in a conspicuous place on said premises and by publishing in a newspaper of general circulation in each of the counties in which the property is situated as more fully appears in affidavits recorded as least 20 days prior to date of sale as Instrument No(s). 479943, 479944, and 479945, Mortgage Records of Idaho County, Idaho.
3. The provisions, recitals and contents of the Notice of Default referred to in paragraph (1) supra and of the Affidavits referred to in paragraph (2) supra shall be and they are hereby incorporated herein and made an integral part hereof for all purposes as though set forth therein at length.
4. All requirements of law regarding the mailing, personal service, posting, publication and recording of Notice of Default, and Notice of Sale and all other notices have been complied with.
5. Not less than 120 days elapsed between the giving of Notice of Sale by registered or certified mail and the sale of said property.
6. Trustee, at the time and place of sale fixed by said notice, at public auction, in one parcel, struck off to Grantee, being the highest bidder therefore, the property herein described, for the sum of \$266,611.79, subject however to all prior liens and encumbrances. No person or corporation offered to take any part of said property less than the whole thereof for the amount of principal, interest, advances and costs.

IN WITNESS WHEREOF, The Trustee, pursuant to a resolution of its Board of Directors has caused its Corporation name to be hereunto subscribed.

Dated: May 6, 2013

TITLEONE CORPORATION, Successor Trustee


By: Amy Wilcoxson
Its: Assistant Secretary

State of Idaho
County of Canyon

On this 6th day of May in the year 2013, before me, the undersigned, a notary public in and for said state personally appeared, Amy Wilcoxson, known to me to be the Assistant Secretary of the corporation that executed this instrument and the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same. In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


Notary Public
Residing at: RESIDING: NAMPA, ID
My commission expires: COMMISSION EXPIRES: 8/11/2015

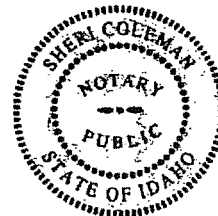


EXHIBIT A

Township 27 North, Range 1 East, Boise Meridian, Idaho County, Idaho
Section 25:

That portion of Government Lot 1 lying between the North and South Highway (Old State Highway No. 95) right-of-way as described in Right of Way Deed, recorded as Instrument No. 68452, Book 49 pages 406 and 407 and U.S. Highway No. 95 Project No. F-4113 (37) right-of-way as described in Second Judgment and Decree of Condemnation, recorded as Instrument No. 233808, book 110 pages 193 through 197.

Section 26:

That portion of Government Lot 5 lying between the North and South Highway (Old State Highway No. 95) right-of-way as described in Right of Way Deed, recorded as Instrument No. 68452, book 49 pages 406 and 407 and U.S. Highway No. 95 Project No. F-4113 (37) right-of-way as described in Second Judgment and Decree of Condemnation, recorded as Instrument No. 233808, Book 110 pages 193 through 197 and lying southeasterly of said U.S. Highway No. 95 right-of-way being a line bearing N 40°39'16" E from Station 910+85.88.

Section 36:

Beginning at the meander corner on the right bank of the Salmon River on the line between Sections 25 and 36, said Township and Range;
thence S 89°46'E on said line 507.86 feet to the center line of the North and South Highway (Old State Highway No. 95);
thence on said centerline, S 47°07'E, 173.7 feet to P.C. Station 637+33.7;
thence left on a 12° curve 188.1 feet to P.T. Station 639+21.8;
thence S 69°41'E, 92.2 feet to P.C. Station 640+14.0;
thence right on a 28°00' curve 46.0 feet to a point whence a stone with a chiseled cross bears S 85°44'E 102.0 feet;
thence leaving the centerline N 85°44'W, 578.0 feet to a 1" iron pipe 2 feet long;
thence N 54°57'W, 396.0 feet on a meander line to aforesaid meander corner, and the Place of Beginning. Sometimes know as Assessor's Tax No. 70.

Excepting the North and South Highway (Old State Highway No. 95), right of way as described in Right of Way Deed, recorded as Instrument No. 68454, Book 49 page 409. Also excepting U.S. Highway No. 95 Project No. F-4113(37) right of way as described in Second Judgment and Decree of Condemnation, recorded as Instrument No. 233808, Book 110 pages 193 through 197.



Order No.: 13219200
Marek / 23549

AFFIDAVIT OF COMPLIANCE

I, Amy Wilcoxson, the undersigned, being first duly sworn, deposes and says that I am a citizen of the United States, over eighteen (18) years of age, a resident of Ada County, State of Idaho, that I am an officer of TitleOne Corporation, our business address is 5660 E. Franklin Road, Ste 101, Nampa, ID 83687, and that we are Successor Trustee.

That by reason of the expiration or termination of the effect of the automatic stay provisions of the U.S. Bankruptcy Code 11 U.S.C. 362 and by that reason of Idaho Code 45-1506(A) Rescheduled Sale, the Successor Trustee rescheduled the sale for May 2, 2013.

That Notice of the Rescheduled Sale was given at least thirty (30) days before the day of the rescheduled sale by registered or certified mail to the last known address of all persons who were entitled to notice by mail of the original sale and to any person who shall have recorded a request for notice of sale at least forty-five (45) days prior to the rescheduled sale date in the form and manner required by section 45-1511, Idaho Code.

That Notice of the Rescheduled Sale was published in the newspaper of original publication once a week for three (3) successive weeks, making three (3) publications in all, with the last publication at least ten (10) days prior to the day of sale.

That the Successor Trustee makes this Affidavit, stating compliance with sub-section (2) and (3) of Section 45-1506A, Idaho Code, as more further required in sub-section (4) of said Section.

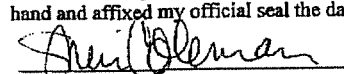
Dated: 05/06/2013

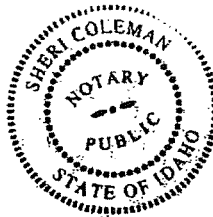
TITLEONE CORPORATION,
Successor Trustee


By: Amy Wilcoxson
Its: Assistant Secretary

State of Idaho
County of Canyon.

On this 6th day of May in the year 2013, before me, the undersigned, a notary public in and for said state personally appeared, Amy Wilcoxson, known to me to be the Assistant Secretary of the corporation that executed this instrument and the person who executed the instrument on behalf of said corporation as trustee, and acknowledged to me that such corporation executed the same. In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


Notary Public
Residing at: _____ RESIDING: NAMPA, ID
My commission expires on: _____ COMMISSION EXPIRES: 8/11/2015



TitleOne Corporation
868 E. Riverside Drive, Ste 100
Eagle, Idaho 83616
(208) 424-8311
Order No.: 13219200
Marek / 23549

RESCHEDULED NOTICE OF TRUSTEE'S SALE

On May 2, 2013, at the hour of 10:00 a.m. of this day (recognized local time), in the office of Idaho County Title, 319 West Main Street, Grangeville, Idaho 83530, in the County of Idaho County, State of Idaho, TitleOne Corporation, an Idaho corporation, as Successor Trustee, will sell at public auction to the highest bidder, for cash or cashier's check (cash equivalent), in lawful money of the United States, all payable at the time of sale in compliance with Section 45-1506(9) Idaho Code, the following described real property, situated in Idaho County, State of Idaho, and described as follows to wit:

See Attached Exhibit A.

By reason of the automatic stay provisions of U.S. Bankruptcy Code 11 U.S.C. 362, the original sale was discontinued, and pursuant to provisions of Idaho Code 45-1506(A) this sale is rescheduled and will be conducted as allowed by the expiration or termination of the effect of the stay in the manner provided by that section.

The Trustee has no knowledge of a more particular description of the above-referenced real property, but for purposes of compliance with Section 60-113, Idaho Code, the Trustee has been informed that according to the County Assessor's office, the address of 259 Slate Creek, White Bird, ID 83554, is sometimes associated with said real property.

Said sale will be made without covenant or warranty regarding title, possession, or encumbrances to satisfy the obligation secured by and pursuant to the power of sale conferred in the Deed of Trust executed by James P. Marek and Carrie Marek, husband and wife, as Grantor(s), to TitleOne Corporation, an Idaho corporation, as Successor Trustee, and Nick V. Troche and Mary Marlene Troche, as Beneficiary, recorded July 29, 2008, as Instrument No. 462424, in the records of Idaho County, Idaho.

THE ABOVE GRANTORS ARE NAMED TO COMPLY WITH SECTION 45-1506(4)(A), IDAHO CODE. NO REPRESENTATION IS MADE THAT THEY ARE OR ARE NOT PRESENTLY RESPONSIBLE FOR THIS OBLIGATION.

The default for which this sale is to be made is the failure to pay when due, under Deed of Trust Note, the interest only payments of principal, interest, late charges and any miscellaneous fees thereafter. The Principal balance is \$149,999.99, the current interest rate is 10% per annum, as of May 10, 2011. All amounts are now due, together with unpaid and accruing taxes, assessments, trustee's

fees, attorney's fees, costs and advances made to protect the security associated with this foreclosure and all are accruing until the date of sale, full satisfaction, or reinstatement of the obligation.
Dated: 03/18/2013

TITLEONE CORPORATION
By: Amy Wilcoxson
Trust Officer

EXHIBIT A

Township 27 North, Range 1 East, Boise Meridian, Idaho County, Idaho

Section 25

That portion of Government Lot 1 lying between the North and South Highway (Old State Highway No. 95) right-of-way as described in Right of Way Deed, recorded as Instrument No. 68452, Book 49, pages 406 and 407 and U.S. Highway No. 95 Project No. F-4113

(37) right-of-way as described in Second Judgment and Decree of Condemnation, recorded as Instrument No. 233808, book 110 pages 193 through 197.

Section 26

That portion of Government Lot 5 lying between the North and South Highway (Old State Highway No. 95) right-of-way as described in Right of Way Deed, recorded as Instrument No. 68452, book 49, pages 406 and 407 and U.S. Highway No. 95 Project No. F-4113

(37) right-of-way as described in Second Judgment and Decree of Condemnation, recorded as Instrument No. 233808, Book 110 pages 193 through 197 and lying southeasterly of said U.S. Highway No. 95 right-of-way being a line bearing N 40°39'16" E from Station 910+85.88.

Section 36

Beginning at the meander corner on the right bank of the Salmon River on the line between Sections 25 and 36, said Township and Range,

thence S 89°46'E on said line 507.86 feet to the center line of the North and South Highway (Old State Highway No. 95),

thence on said centerline, S 47°07'E, 173.7 feet to P.C. Station 637+33.7;

thence left on a 12° curve 188.1 feet to P.T. Station 639+21.8;

thence S 69°41'E, 92.2 feet to P.C. Station 640+14.0;

thence right on a 28°00' curve 46.0 feet to a point whence a stone with a chiseled cross bears S 85°44'E 102.0 feet;

thence leaving the centerline N 85°44'W, 578.0 feet to a 1" iron pipe 2 feet long;

thence N 54°57'W, 396.0 feet on a meander line to aforesaid meander corner, and the Place of Beginning.

Sometimes known as Assessor's Tax No. 70.

Excepting the North and South Highway (Old State Highway No. 95), right of way as described in Right of Way Deed, recorded as Instrument No. 68454, Book 49, page 409. Also excepting U.S. Highway No. 95 Project No. F-4113 (37) right of way as described in Second Judgment and Decree of Condemnation, recorded as Instrument No. 233808, Book 110 pages 193 through 197.

M27-A10

AFFIDAVIT OF PUBLICATION

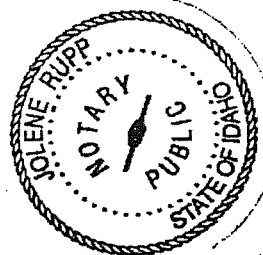
STATE OF IDAHO
County of Idaho - ss.

Andrew J. McNab, being first duly sworn, says he is the Publisher of the IDAHO COUNTY FREE PRESS, a weekly newspaper published and issued weekly at Grangeville, Idaho County, State of Idaho, and is of general circulation in said county and state, that the said legal notice, of which the one hereto attached is a true copy, was published in said paper for three weeks, being published three times, the first publication being on the 27th day of March, 2013; and the last publication on the 10th day of April, 2013; and that the said legal notice was published in the newspaper proper and not a supplement; that said newspaper has been continuously and uninterruptedly published in said county during a period of seventy-eight consecutive weeks prior to the publication of said legal notice of advertisement.

STATE OF IDAHO)

COUNTY OF IDAHO)

On this 10th day of April in the year of 2013, before me a Notary Public personally appeared Andrew J. McNab, known or identified to me to be the person whose name subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that he executed the same.



Jolene Rupp
Notary Public for Idaho
Residing at Grangeville, ID

My commission expires: 1-26-19