

OCT 19 2012

Department of Water Resources
Eastern RegionSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
34-13940	Yes ☒ (Split into 34-13940 and 34-14384)		Yes ☒	34-14384	Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Thresa Landon
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Joseph Landon
Name of each new owner as listed on the conveyance document
Teresa Landon
New owner continued ☐ Name connector ☐ and ☒ or ☐ and/or
P.O. Box 31
Mailing address
Mackay Idaho 83251
City State ZIP
208-881-3363 terijoseph@yahoo.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: 2-17-2010

6. 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.

7. Signature: Joseph Landon Title, if applicable _____ Date 10-15-12
Signature of new owner/claimant
- Signature: Teresa Landon Title, if applicable _____ Date 10-15-12
Signature of new owner/claimant

For IDWR Office Use Only:

Received by JB Date 10/19/2012 Receipt No. E038122 Receipt Amt. \$75.-
Approved by JB Processed by KR Date 1/22/2013 Receipt Amt. \$25.-



well

home

N1/4 COR SEC 1
FOUND 5/8" IRON ROD LS 826
CP&F INST. NO.

N89°58'23"E
2647.36'

BASIS OF BEARINGS

S88°55'42"E 3001.82'

(SEE DETAIL)

JOSEPH LONDON
DEED INST. # 242157

EXISTING 30' WIDE EASEMENT

JOSEPH LONDON
DEED INST. # 244793

E1/4 COR SEC 1
FOUND 1/2" IRON ROD NO CAP
CP&F INST. NO. 228535

S85°51'33"E

DEED INSTRUMENT 243771

SE COR SEC 1
FOUND 5/8" IRON ROD NO CAP

P
SECTION
C



SCALE: 1" = 200'
18" X 24" ONLY

51.90' W.C.

27.97'
S81°40'57"W

BIG LOST RIVER

N01°11'40"W

1682.51'

S01°18'22"E

2683.17'

S01°28'03"E

1225.33'

239.91'

2331.59'

398.04'

S11°28'42"E
1404.19'

S00°03'57"E
1351.58'

1089.96'

326.78'

S08°57'40"W
296.30'

S04°14'40"W
137.18'

242157
Custer County Reg. of
Theresa Landon
Time 8:17 A.M. Date 2-18, 2010
Barbara C. Tierney, Clerk
[Signature] \$3.00
Deputy

Recording Information Above

WARRANTY DEED

For Value Received Theresa B Landon

hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

Joseph and Teresa Landon

whose current address is P.O. Box 150702 Ely, Nevada 89315

thereinafter called the Grantee, the following described premises situated in Custer County, Idaho, to-wit:

Part of Government Lot 4 Section 6 Township 6 North Range 25 East B.M. Custer County, Idaho described as:

Beginning at the Northwest corner of Section 6; thence S 88°55'49" E 536.23' along the North line of Section 6; thence S 11°28'42" E 1404.19' feet; thence N 86°44'35" W 788.87' feet to a point on the West line of Section 6; thence N 01°11'40" W 1341.59' feet along said West line to the POINT OF BEGINNING.

Parcel contains 20.55 Acres more or less and is subject and attached to an ingress-egress easement as described in deed instrument 157384, also subject to a 30' foot Ingress-Egress easement along the South side of above described parcel and a county road right of way along the North side.

TO HAVE AND TO HOLD the said premises, with their 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 they 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.

Dated:

2/17/10

Theresa Landon

State of Idaho)

County of CUSTER^{SS})

On this day 17th day of FEBRUARY, 2010, before me a Notary Public in and for said State,

State of Idaho

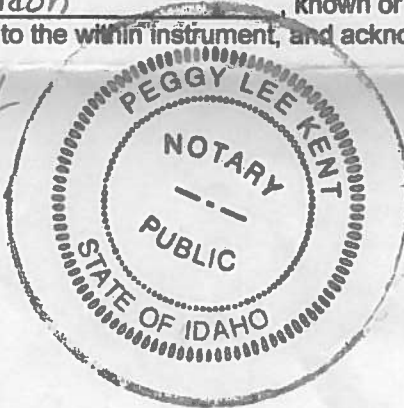
County of CUSTER ^{SS}

On this day 17th day of FEBRUARY, 2010, before me a Notary Public in and for said State,
personally appeared Theresa Landon, known or identified to me to be the
person(s) whose name(s) are/is subscribed to the within instrument, and acknowledged to me that
they/he/she executed the same.

Peggy Lee Kent
Notary Public for Idaho

Residing at: MACKAY, ID 8325

My Commission Expires 3-29-11



QUIT CLAIM DEED

Thresa Landon, a single woman, of Custer County, State of Idaho, does grant, release and forever quit claim unto Joseph and Teresa Landon, husband and wife, of Ely, White Pine County, State of Nevada, as grantees, and to their assigns all the certain land situate, lying and being in the County of Custer, State of Idaho, described as follows:

Part of the NW 1/4 Section 6 Township 6 North, Range 25 East, B.M., Custer County, Idaho described as:

Beginning at a point that is S 01° 11'40" E 1341.59 feet along the section line to the True Point of Beginning from the NW corner of Section 6, and running thence S 86°44'35" E 788.87 feet; thence S 0° 03'57" E 1351.59 feet; thence N 85° 51'33" W 763.18 feet to the west line of Section 6; thence N 01° 11'40" W 1341.59 feet to the Point of Beginning.

Parcel contains 23.92 acres more or less and is subject to and attached to the following Ingress/Egress Easement:

Being 15 feet both sides of the following described centerline

Beginning at a point that is S 88° 55'49" E 198.00 feet along the section line to the point of beginning from the NW corner of Section 6 and running thence S 01° 13'26" E 300.00 feet; thence S 88° 46'34" W 153.00 feet; thence S 01° 11'40" E 1022.14 feet; thence S 86° 44'35" E 2162.97 feet to the end of said centerline.

With all improvements and appurtenances belonging to the premises.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereto incident, unto the said grantees and to their assigns forever.

IN WITNESS WHEREOF, the grantor hereunto sets his hand and seal on this 14 day of March, 2003.

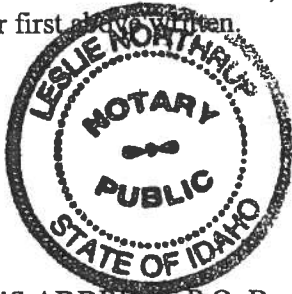

Thresa Landon

0226083
Custer County Req. of
Thresa Landon
Time 1:21 P.M. Date 3-21-2003
Ethel M. Peck, Clerk
Luna Baker \$ 6.00
Deputy

STATE OF IDAHO)
 : ss.
COUNTY OF Butte)

On this 14th day of March, 2003, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Thresa Landon, known or proved 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 by official seal, the day and year first above written.



Leslie Northrup
Notary Public for Idaho
Residing at: Butte County
My Commission Expires: 9/29/2003

GRANTEE'S ADDRESS: P.O. Box 150702, Ely, NV 89315

RECEIVED

NOV 28 2012

Department of Water Resources
Eastern Region

244793

ORIGINAL

SETTLEMENT AGREEMENT

Filed at 2:57 PM.

10-25 2011

Clerk of the District Court

By Barbara C. Tierney

KNOW ALL MEN BY THESE PRESENTS: That the Thresa Landon Trust, James and Vera Landon, husband and wife, Joseph and Teresa Landon, husband and wife, Dan Sayer and Holly Sayer, husband and wife, and Thresa Landon, (hereafter collectively referred to as "LANDON"), and their heirs, administrators, executors, personal representatives, successors and assigns, and Paul Napper and Rita Napper, husband and wife, and Dennis "Duke" Anderson and their heirs, administrators, executors, personal representatives, successors and assigns, for and in consideration of the promises and undertakings of this agreement, the dismissal with prejudice of pending litigation case no. CV-2010-115 Custer County, State of Idaho, and the receipt of other good and valuable consideration do hereby agree as follows:

RELEASE OF CLAIMS. Except as to any reserved claims stated herein, the parties do hereby mutually release, remise and forever discharge each other and their respective employees, attorneys, agents and servants, and any and all other persons, firms or corporations, and each of them, from any and all claims, demands, rights or causes of action of any kind or nature which the parties have ever had, may now have, or may hereafter have, whether known or unknown, foreseen or unforeseen, arising from or by reason of, or in any way connected with any the matters which are the subject of the noted litigation, claims of trespass, claims regarding the right to use an easement for access to the parties' properties or their interests in property, or the results thereof, which have been or may be sustained by the parties related to such matters.

AGREEMENTS RE THE DEED AND EASEMENT. With regard to that certain warranty deed and easement dated February 6, 1981 and recorded as instrument no. 157384, records of Custer County, State of Idaho, (attached hereto) the parties agree as follows:

244793
Custer County Rec. of
Theresa Landon Stephens Law
Time 3:18 PM Date 10-26-2011
Barbara C. Tierney, Clerk
Deputy \$161.00

1. Napper and Anderson agree that Landon may remove, reconfigure or remodel the present gate at the NORTH end of the described easement, such removal, reconfiguration or remodeling shall not restrict or impede Napper and Anderson's access. Landon may not remove the gate constructed by Napper at the access to the Napper's bridge over the Big Lost River.

2. The parties agree that each shall have the right and ability to maintain the existing roadway as same now exists and in use with a width of approximately fifteen (15) feet. Any party performing maintenance shall be courteous to the rights of the other parties and shall conduct the work in a manner so as to avoid inconvenience and annoyance to the other parties.

No party is required to widen or improve the existing access to a thirty (30) foot width described in the deed. The existing roadway may be expanded to a thirty (30) foot width along its present course, but such expansion shall be either in the boundaries of the deeded easement or no more than thirty(30) feet in width from the easterly boundary of the present roadway proceeding westerly only. Any widening of the existing roadway shall be at the sole expense of the party electing to do such work.

3. Napper and Anderson agree that they do not claim any fee ownership of the land over which the easement is described in the deed, and have only an easement right of access.

4. All parties agree that the part of the deed which states "Grantors hereby reserve unto themselves and grant unto the Grantee access to the Big Lost River through this property and other property owned by the Grantors" is ambiguous. The parties agree that the deed allows Napper and Anderson a roadway for ingress and egress from the public roadway to the access easement across

2 - SETTLEMENT AGREEMENT

the LANDON lands. Napper and Anderson agree they have no other right to cross or traverse any other property owed by LANDON to access the Big Lost River or the access easement.

5. The parties agree that the access roadway is a private roadway not open to the public.

6. The parties agree that Dennis Anderson is a licensee of Napper allowed to use the property conveyed to Paul Napper, including the access easement, so long as Anderson is alive. Upon the death of Anderson, all his rights of use shall terminate as to any heirs, successors and assigns of Anderson

7. Napper agrees that as to the lands conveyed to Napper in the deed, they will limit their use to a single family residence for a period of five (5) years from the date of this agreement. LANDON is not by inference agreeing to any other use for the Napper property after the end of the five year period of time. Napper further agrees that he will not convey any of the Napper property to Anderson for a period of five (5) years from the date of this agreement.

8. The parties agree that LANDON may erect new fences near or across the access easement for the purpose of containing animals, so long as such new fences do not unreasonably restrict or impede access. LANDON may install up to three new cross fence gates and such gates shall not be locked. Napper and Anderson agree the gates in the fences shall remain closed during the times when animals are present.

9. Napper and Anderson agree that LANDON shall have the option of providing a thirty foot wide easement and equivalent roadway to the property deeded to Napper. If such alternate access is provided, the access easement in the deed is hereby voided and extinguished.

OTHER AGREEMENTS FROM LANDON. LANDON further agrees as follows:

1. That Napper and Anderson may have the right to park vehicles for limited periods of time on the area shown on the attached survey, as shaded and marked. The parties agree that there shall be no overnight camping on the area. The parties agree that LANDON owns the land involved and that Napper and Anderson shall not make any alterations or changes to the land. This right of use will terminate if LANDON provides an alternate access easement as described above.

2. LANDON will provide the necessary easement to the local power company to permit the existing power lines on the LANDON property to remain in place and in use to convey power to the Napper property.

RESERVED CLAIMS The parties reserve all rights, defenses and claims as related to whether any lands north of the Big Lost River are owned by Napper under the deed.

REPRESENTATIONS

1. It is hereby represented by the parties that any damages resulting to the parties have persisted. In making this agreement it is understood and agreed that the parties rely on their beliefs and knowledge as to the nature, extent and duration of their damages. It is understood and agreed that a portion of the consideration received above represents payment for unknown losses.

2. The parties represent that in making this compromise, they have relied wholly on their own judgment and knowledge of the nature and extent of their damages and liability for those damages.

3. The parties represent that they have not relied on any statement of the other party or of or any expert, agent or attorney of the other party in electing to make this compromise.

4 - SETTLEMENT AGREEMENT

4. The settlement and release made in this agreement is a compromise settlement by the parties and this Agreement shall not be construed as an admission of liability of by any party, the same being hereby denied.

5. The parties declare that no promises, inducements nor agreements not stated in this agreement have been made to them, that this agreement contains the entire agreement between the parties, and that the terms of this agreement are contractual and not a mere recital.

6. The parties represent that at the time of the execution of this release agreement they are of legal age and of sound mind, that they are represented by legal counsel and that they have consulted with legal counsel as to the effect of making this agreement.

7. The parties represent that they are the sole owners of and only parties entitled to make the claims asserted for the matters which are the subject of this agreement. The parties further represent that they have not assigned or otherwise transferred any part of their claim to third parties.

8. The parties further state that they have carefully read this agreement, know the contents thereof, have signed the agreement of their own free act, and acknowledge they have been compensated for all damages sustained as a result of these claims.

9. The parties further acknowledge that they are represented by counsel and have been fully advised concerning this release agreement, the settlement, and the obligations contained herein.

The parties do hereby direct and authorize their attorneys to enter a full and complete dismissal with prejudice of the complaint and counterclaims in that certain Civil Action No. CV-2010-115 now pending in the Seventh Judicial District Court of the State of Idaho, in and for the

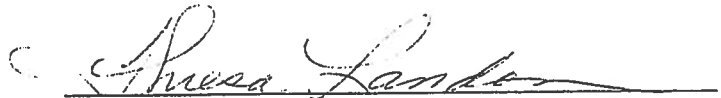
County of Custer, fully recognizing that such dismissal and this agreement constitutes full, final and complete settlement of all claims of every kind and nature that they may have for themselves and in behalf of any other person as a result of the matters, save any reserved claims as stated herein.

ATTORNEY FEES

In the event of any breach of any provision of this agreement, the losing party in any dispute agrees and promises to reimburse the non-prevailing party for any expenses and attorney fees incurred in enforcing this agreement, as may be determined by any court of competent jurisdiction.

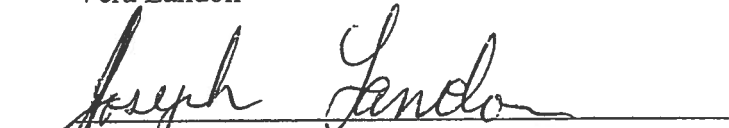
DATED this 7 day of OCTOBER, 2011.

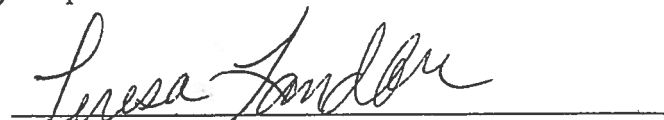
CAUTION; READ CAREFULLY BEFORE SIGNING


Thresa Landon


James Landon

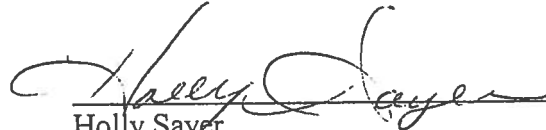
Vera Landon


Joseph Landon


Teresa Landon


James Landon, Trustee

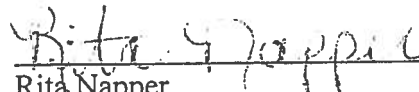
Dan Sayer



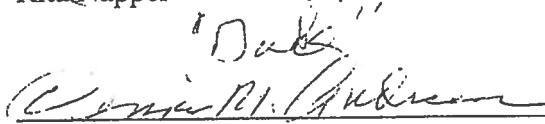
Holly Sayer



Paul Napper



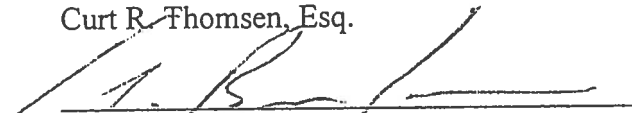
Rita Napper



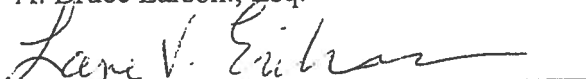
Dennis "Duke" Anderson

APPROVED:

Curt R. Thomsen, Esq.



A. Bruce Larson., Esq.



Lane V. Erickson, Esq.

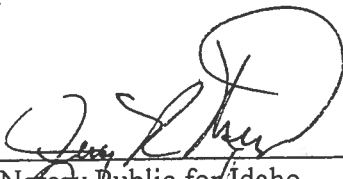
Counsel for the parties

STATE OF IDAHO)
) ss.
County of CUSTER)

On this 7th day of Oct 2011, before me the undersigned, a Notary Public in and for said State, personally appeared THRESA LANDON known to me to be the person(s) who executed 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 in this certificate first above written.

(SEAL)



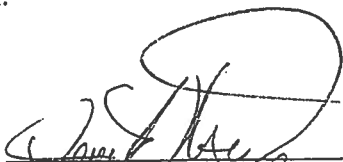
Notary Public for Idaho
Residing at: North Fork
My Commission Expires: 7/30/13

STATE OF IDAHO)
) ss.
County of CUSTER)

On this 7th day of Oct 2011, before me the undersigned, a Notary Public in and for said State, personally appeared JAMES LANDON known to me to be the person(s) who executed 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 in this certificate first above written.

(SEAL)



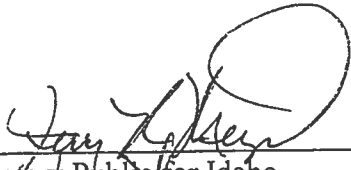
Notary Public for Idaho
Residing at: North Fork
My Commission Expires: 7/30/13

STATE OF IDAHO)
) ss.
County of CUSTER)

On this 7th day of Oct 2011, before me the undersigned, a Notary Public in and for said State, personally appeared JOSEPH LANDON known to me to be the person(s) who executed 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 in this certificate first above written.

(SEAL)



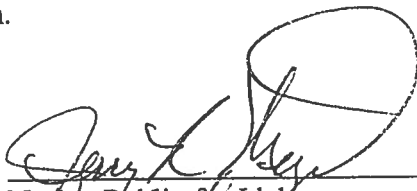
Notary Public for Idaho
Residing at: North Park
My Commission Expires: 1/20/15

STATE OF IDAHO)
) ss.
County of CUSTER)

On this 7th day of Oct 2011, before me the undersigned, a Notary Public in and for said State, personally appeared TERESA LANDON known to me to be the person(s) who executed 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 in this certificate first above written.

(SEAL)



Notary Public for Idaho
Residing at: North Park
My Commission Expires: 1/20/15

STATE OF IDAHO)
) ss.
County of CUSTER__)

On this ____ day of _____ 2011, before me the undersigned, a Notary Public in and for said State, personally appeared VERA LANDON known to me to be the person(s) who executed 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 in this certificate first above written.

(SEAL)

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

STATE OF IDAHO)
) ss.
County of CUSTER__)

On this ____ day of _____ 2011, before me the undersigned, a Notary Public in and for said State, personally appeared DAN SAYER known to me to be the person(s) who executed 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 in this certificate first above written.

(SEAL)

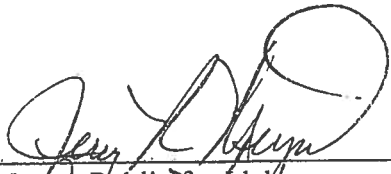
Notary Public for Idaho
Residing at: _____
My Commission Expires: _____

STATE OF IDAHO)
) ss.
County of CUSTER)

On this 1st day of Oct 2011, before me the undersigned, a Notary Public in and for said State, personally appeared HOLLY SAYER known to me to be the person(s) who executed 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 in this certificate first above written.

(SEAL)



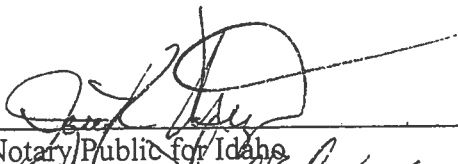
Notary Public for Idaho
Residing at: North Park
My Commission Expires: 7/30/15

STATE OF IDAHO)
) ss.
County of CUSTER)

On this 1st day of Oct 2011, before me the undersigned, a Notary Public in and for said State, personally appeared PAUL NAPPER known to me to be the person(s) who executed 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 in this certificate first above written.

(SEAL)



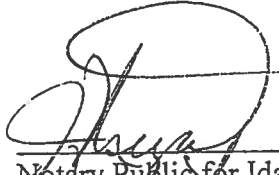
Notary Public for Idaho
Residing at: North Park
My Commission Expires: 7/30/15

STATE OF IDAHO)
) ss.
County of CUSTER)

On this 7th day of Oct 2011, before me the undersigned, a Notary Public in and for said State, personally appeared RITA NAPPER known to me to be the person(s) who executed 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 in this certificate first above written.

(SEAL)



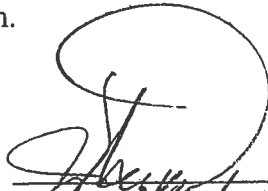
Notary Public for Idaho
Residing at: North Fork
My Commission Expires: 7/30/15

STATE OF IDAHO)
) ss.
County of CUSTER)

On this 7th day of Oct 2011, before me the undersigned, a Notary Public in and for said State, personally appeared DENNIS "DUKE" ANDERSON known to me to be the person(s) who executed 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 in this certificate first above written.

(SEAL)



Notary Public for Idaho
Residing at: North Fork
My Commission Expires: 7/30/15

244793

STATE OF IDAHO)
) ss.
County of BUTTE)

On this 11th day of October 2011, before me the undersigned, a Notary Public in and for said State, personally appeared TARA RUTH known to me to be the person(s) who executed 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 in this certificate first above written.



Julie Ann Haney
Notary Public for Idaho
Residing at: Butte County
My Commission Expires: 9-30-2016

244793

STATE OF IDAHO)
) ss.
County of CUSTER)

On this 7th day of Oct 2011, before me the undersigned, a Notary Public in and for said State, personally appeared HOLLY SAYER known to me to be the person(s) who executed 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 in this certificate first above written.



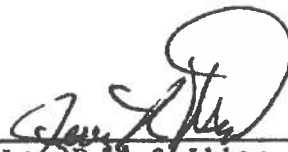

Notary Public for Idaho
Residing at: North Fork
My Commission Expires: 7/20/15

STATE OF IDAHO)
) ss.
County of CUSTER)

On this 7th day of Oct 2011, before me the undersigned, a Notary Public in and for said State, personally appeared PAUL NAPPER known to me to be the person(s) who executed 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 in this certificate first above written.




Notary Public for Idaho
Residing at: North Fork
My Commission Expires: 7/20/15

244793

STATE OF IDAHO)
) ss.
County of CUSTER)

On this 1 day of Oct 2011, before me the undersigned, a Notary Public in and for said State, personally appeared RITA NAPPER known to me to be the person(s) who executed 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 in this certificate first above written.



Jenny R. Meyers
Notary Public for Idaho
Residing at: North Lake
My Commission Expires: 7/20/13

STATE OF IDAHO)
) ss.
County of CUSTER)

On this 1 day of Oct 2011, before me the undersigned, a Notary Public in and for said State, personally appeared DENNIS "DUKE" ANDERSON known to me to be the person(s) who executed 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 in this certificate first above written.



Jenny R. Meyers
Notary Public for Idaho
Residing at: North Lake
My Commission Expires: 7/20/13

Copy

157384
WARRANTY DEED

244793

FOR VALUE RECEIVED, CLEON LONDON and THERESA LONDON, husband and wife, of Mackay, Idaho, the Grantors, do hereby grant, bargain, sell and convey unto PAUL NAPPER, a single man, whose current address is 757 El Rancho, Pocatello, Idaho 83201, the Grantee,

the following-described premises in Custer County, Idaho, to-wit:

A portion of Lot 6, Section 6, Township 6 North, Range 25, East of the Boise Meridian, Custer County, Idaho, more particularly described as follows:

Commencing at the northwest corner of Section 6, thence S 0°58'29" E along the W boundary of said Section 6 a distance of 4,058.03 feet to the southwest corner of said Lot 6, Section 6, said corner being the point of beginning; thence S 86°15'09" E along the south boundary of Lot 6, Section 6, a distance of 400 feet, thence N 33°29'40" E a distance of 1,095.49 feet to the center line of the Big Lost River, thence along the center line of the Big Lost River the following courses and distances: N 80°35'41" W 440.70 feet; N 51°26'20" W 200.73 feet; N 70°13'15" W 103.75 feet; S 35°43'02" W 192.51 feet; N 69°48'32" W 233.62 feet to the west boundary of said Lot 6 a distance of 1,041.64 feet to the point of beginning. The above-described parcel of land contains 17.002 acres.

TOGETHER WITH a 30-foot easement to Grantees and successors for a road right-of-way along the west boundary line of the following-described property:

Beginning at the northwest corner of Section 6, Township 6 North, Range 25 East of the Boise Meridian, thence east along the north boundary of said Section 6 a distance of 198 feet more or less to the center line of the 30-foot easement; thence in a southerly direction along the center of said easement 300 feet more or less; thence in a westerly direction 153 feet to a point 45 feet east of said west boundary of Section 6; thence in a southerly direction parallel to the west boundary of said Section 6 a distance of 3,758 feet more or less to the southern end of the above-described access easement.

RESERVING in the Grantors all the gas, mineral, and geothermal rights to said property.

GRANTORS hereby reserve unto themselves and grant unto the Grantee access to the Big Lost River through this property and other property owned by the Grantors.

SUBJECT TO reservations in United States Patents and State Deeds or other restrictions imposed by law, easements and rights-of-way, zoning and building ordinances, use restrictions of record, and taxes and assessments for 1981 and thereafter.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee that they are the owners in fee simple of said premises; that

244793

they are free from all encumbrances, and that they will warrant
and defend the same from all lawful claims whatsoever.

DATED this _____ day of February, 1981.

Cleon Landon
CLEON LANDON

Theresa Landon
THERESA LANDON

STATE OF IDAHO }
County of Custer } ss.

On this 6 day of February, 1981, before me, a notary
public in and for said state, personally appeared CLEON LANDON
and THERESA LANDON, husband and wife, known to me to be the persons
whose names are subscribed to the within instrument and acknowledged
to me that they 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.

My com expires:

Life

Bert Gausling
Notary Public for State of Idaho
Residing at Miner, Idaho

FILED
1981 FEB 11
STATE OF IDAHO }
COUNTY OF CUSTER } ss.
This instrument was filed for record
at the request of Bert Gausling
Notary Public A.M. Bert
and duly filed and indexed in the Records of Custer County.

HOWARD A. BAXTER
Ex-Officio Recorder
by Barbara Baxter Secy
Per H. A.

Paul Napper
757 E. L. Remick
Pocatello, Id.
83201

