

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

FEB 07 2012

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
74-15177	Yes ☒	(Split 74-159654	Yes ☐	74-159660	Yes ☐
74-15179	Yes ☒	(Split 74-159674	Yes ☐	74-159688	Yes ☐
74-15181	Yes ☒	(Split 74-159694	Yes ☐	74-15970	Yes ☐
74-15186	Yes ☒	(Split 74-15971	Yes ☐	74-15972	Yes ☐
74-15192	Yes ☒	(Split 74-15973	Yes ☐	74-15974	Yes ☐

2. Previous Owner's Name:

Rick Dorony

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

David Batterton Kathy (Little) Batterton

Name of each new owner as listed on the conveyance document

New owner continued

Name connector

☒ and ☐ or ☐ and/or

PO BOX 67

Mailing address

Terry

City

(208) 303-0468

Telephone

ID

State

83468

ZIP

Email

kathybatterton@yahoo.com

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: 07/07/06

SUPPORT DATA

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.

IN FILE # 74-15177

7. Signature: David F Batterton

Signature of new owner/claimant

owner

Title, if applicable

Date

Signature: Kathy Batterton

Signature of new owner/claimant

owner

Title, if applicable

Date

For IDWR Office Use Only:

Received by JPS

Date 2/7/2012

Receipt No.

E037310

Receipt Amt.

\$500.-

Approved by JPS

Processed by JPS

Date

2/10/2012



RP19N24E209001

RP19N24E215404

RP19N24E216602

RP19N24E216601

RP00229000001A

RP19N24E290003

RP19N24E283002

RP002290000010

RP002290000020

RP19N24E284201

RP19N24E290004

RP19N24E284206

RP19N24E283601

RP19N24E283602

RP19N24E284202

RP19N24E284205

Warranty Deed

For Value Received

Vernon R. Mongold, Jr. and Rhonda F. Mongold, Husband and Wife
the grantors, do hereby grant, bargain, sell and convey unto

David F. Batterton and Kathy E. Little, both single people

whose address is
3 E. Infanger Court
Salmon, Idaho 83467

the grantees, the following described premises, to-wit:

See Attached Exhibit "A"

To have and to hold the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they the owners in fee simple of said premises; that they are free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: June 19, 2006

Vernon R. Mongold Jr.
Vernon R. Mongold Jr.

Rhonda F. Mongold
Rhonda F. Mongold

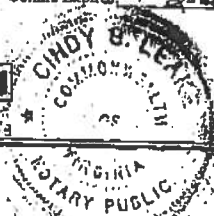
STATE OF IDAHO, COUNTY OF LEMHI

On this 21st Day of June, 2006,
before me, a notary public in and for said State, personally
appeared

Vernon R. Mongold Jr. and Rhonda F. Mongold

known to me to be the persons whose names are subscribed
to the within instrument, and acknowledged to me that they
executed the same.

Cheryl S. Leach
Notary Public
Residing at 2007 N. Richmond, Virginia
Comm. Expires 2-28-2007



INSTRUMENT NO: 267982

STATE OF IDAHO, COUNTY OF LEMHI

I hereby certify that this instrument was filed
for record at the request of Lemhi Title

at 43 minutes past 3 o'clock P m.,
this 21st day of July
2006, in my office, and duly recorded in Book
of Deeds in Lemhi County.

Jerre A. Morton
Ex-Officio Recorder

Brenda Autrey
Deputy

Fees \$ 600
Mail to: LT

267982

Exhibit "A"

LOT 2, DORONY SUBDIVISION ACCORDING TO THE OFFICIAL PLAT THEREOF,
FILED FOR RECORD IN BOOK 9 OF PLATS AT PAGE 1 OFFICIAL RECORDS OF LEMHI
COUNTY, IDAHO



DRIVER'S
LICENSE



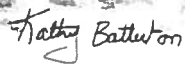
000408490004

SEX: F
END

BATTERTON, KATHY EVALINA

9 E. INFANGER CT
SALMON, ID 83467

DATE OF BIRTH: [REDACTED]





DONOR

THIS DEED OF TRUST, Made this 6th day of July, 2006,
 BETWEEN David F. Batterton and Kathy E. Little, both single people,
 whose address is 3 E. Infanger Court, Salmon, ID 83467
 LEMHI TITLE & ABSTRACT COMPANY, INC., an Idaho Corporation, herein called GRANTOR,
 Vernon R. Mongold, Jr. and Rhonda F. Mongold, herein called BENEFICIARY,
 WITNESSETH: The Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE
 IN TRUST, WITH POWER OF SALE, that property in the County of
 State of Idaho, described as follows and containing not more than forty acres:

Lot 2, Dorony Subdivision according to the official plat thereof, filed for
 record in Book 9 of Plats at Page 1, official records of Lemhi County, Idaho.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given
 to and conferred upon Beneficiary to collect and apply such rents, issues and profits,

For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by
 Grantor in the sum of seventy five thousand dollars and 00/100 Dollars, (\$ 75,000.00),

final payment due June 1, 2016
 and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor
 herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instru-
 ments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein
 provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Bene-
 ficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing
 security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.
4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.
5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at eight per cent per annum.
6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at eight per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

David F. Batterton
David F. Batterton

Kathy E. Little
Kathy E. Little

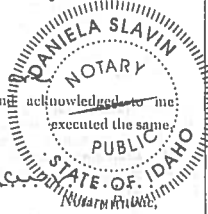
STATE OF IDAHO, COUNTY OF

On this 6th day of July, 2006,
before me, a Notary Public in and for said State, personally
appeared

David F. Batterton and Kathy E. Little

known to me to be the persons whose name
subscribed to the within instrument, and acknowledged to me
that they executed the same.

Daniela Slavin
11-15-2011
Residing at Salmon, Idaho



State of Idaho) SS No. 267983
County of Lemhi)

This instrument was filed for record at the request
of Kathy E. Little
at 3:44 o'clock p.m. 7-6 2006

and duly filed and indexed in the records of Lemhi
County

Terri J. Morlon
Ex-Officio Recorder
By Synda Clutson Deputy
Fee 6.00

Return to LT

DEED OF TRUST
WITH POWER OF SALE

GRANTOR
LEMHI TITLE & ABSTRACT CO.
TRUSTEE

BENEFICIARY

Dated



LEMHI TITLE & ABSTRACT CO.
531 MAIN
SALMON, IDAHO
TELEPHONE 756-2977

THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR
ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST

To LEMHI TITLE & ABSTRACT COMPANY, Idaho, Trustee:

You are hereby authorized and requested to execute a reconveyance hereunder and deliver same to

The undersigned hereby certifies that
the owner and holder of the debt mentioned in said deed of trust and that the same has never been assigned or transferred.

Address

Telephone No.

CUBA

CHAIN SHEET - DORONY SUBDIVISION - LOT 2				
RP 002280000020A (BATTERTON)				
GRANTOR	GRANTEE	DOCUMENT TYPE	NUMBER	DATE
		DORONY SUBDIVISION AFFIDAVIT TO CORRECT	270835	03/05/07
Vern R. Mongold, Jr. Rhonda Faith Mongold	David F. Batterton Kathy E. Little	Warranty Deed	267982	07/06/06
		DORONY SUBDIVISION RECORD OF SURVEY	267891	06/24/06
		DORONY SUBDIVISION PLAT	B9, P1	06/24/06
Rick Dorony	Vern R. Mongold, Jr. Rhonda Faith Mongold	Warranty Deed	267726	06/14/06

270835

AFFIDAVIT TO CORRECT
DORONY SUBDIVISION PLAT

THOMAS TAYLOR, certifies that he is the Professional Land Surveyor under whose supervision a Subdivision Plat was recorded for Rick Dorony, 61 Highway 28, Salmon, Idaho 83467, recorded May 22nd, 2006 as instrument No. 267891, Book 9, Page 1, records of Lemhi County, Idaho;

WHEREAS, the plat contained in said document contained a typographical error, which it is the purpose of this Affidavit to reform and correct; and

WHEREAS, Idaho Code Section 55-816 permits the recording of Affidavits affecting the description of real property as part of the record of title of said property;

NOW THEREFORE, on the aforementioned instrument, Page one of two, Owner's Dedication that was signed by Richard Dorony is corrected to also be signed by Vernon R JR Mongold and Rhonda Faith Mongold.

"OWNERS DEDICATION: Be it known that we the undersigned, do hereby certify that we are the legal owners of the property shown and described heron, to be hereafter known as: DORONY SUBDIVISION was made by me or under my direction, and that said subdivision is truly and correctly staked as provided by law and in accordance with the accompanying plat and as described in the Boundary Description."

Rhonda Mongold
Vernon R JR Mongold

Dated this 7 day of Feb, 2007

On this 7th day of February, 2007, before me, the undersigned, a Notary Public in and for Said State, personally appeared Vernon R JR Mongold and Rhonda Faith known or identified to me to be the person who executed the within instrument.

STATE OF Virginia
County of Rockingham

SS:

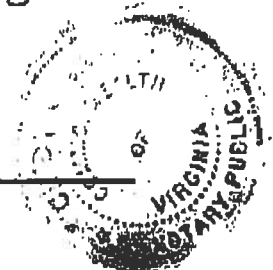
SUBSCRIBED AND SWORN To before the undersigned

Carley S. Seale, a Notary Public for the State of Virginia
on the 7th day of February, 2007.

Notary Public

Residing at: 105 Laurel St. Harrisonburg VA 22801

Continued on Page 2- Page 1 of 2



LEGAL DESCRIPTION

[illegible]

BE IT KNOWN that we the undersigned, do hereby certify that we are the legal owners of the property shown and described hereon, or the several owners of the property known as: DONOVAN SUBDIVISION was made by me or under my direction, and that said subdivision is truly and correctly stated as provided by law and in accordance with the accompanying plat and as described in the Boundary Description.

STATE OF OHIO:
COUNTY OF LERMA:

Be it remanded that on this 07 day of June, 2006
personally appeared before me the undersigned Notary Public,
in and for said State and County, the signers of the attached
Dedication and offer, their being duly sworn, acknowledged
to me that the signed said dedication freely and voluntarily
for the purposes therein mentioned.

(Notary Seal)

I certify that I have examined this plot and find that it compares with Section 50-1305 of the Idaho Code.

12/1
Karin M. Mc
PROFESSIONAL SERVER DATE 6/22/08

This plot was duly accepted and approved by the Board of County Commissioners LEAHY County, Idaho resolution adopted this _____ day of _____, 2006.

CHAPMAN COUNTY COMMISSIONERS

I hereby certify that sanitary restrictions required by Iowa Code Title 50-Chapter 13, Section 50-1326 have been satisfied subject to the information contained in the attached sanitary instrument.

INSTRUMENT NUMBER 417896

This plot was accepted and approved by the Planning and Zoning Commission of Lemhi County, Idaho, on 24 day of March, 2008.

Chairman: Dale A. Petersen

Inmate: ISMAWALE, ED MOPIN: 1000000 2006
 Book: 4 Page: 1 Instrument No. 767891
 Recorder: shang, J. HAN
 By: Paul Hagg

I, the undersigned County Treasurer in and for the County of LEAH, State of Idaho, per the requirements of Idaho code 50-1308, do hereby certify that all county property taxes due for the property included in this project are current.

Transferred to
COUNTY IMPROVED MAY AND HEISER
DATE 06-28-06

This plot was occupied and approved by the mayor and clerk of the City of Saruman leho, on this _____ day of _____, 2008.

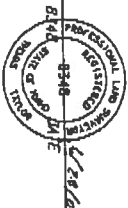
Moyn. Sen. Louis

Attest Clerk: Gay Washburn

This plot represents a survey made from existing field evidence in conformance with the requirements of Chapters 16 and 19, Title 55, Idaho Code.

THOMAS TAYLOR

LICENSE NO. 8348



DORANY SUBDIVISION

Rick Dorony
Sec. Ed., T. 18 N., R. 24 E., B.M.

TAJIK MOUNTAIN SUPPLYING

Q2	CHECKED BY: JT	DATE: 09/08/01
2		

2

C.P.L.F. INST.
NO. 236426C.P.L.F. INST.
NO. 236421

Dorony Subdivision

Part of Government Lot 1, BM

Section 28, T 19 N, R 24 E, BM

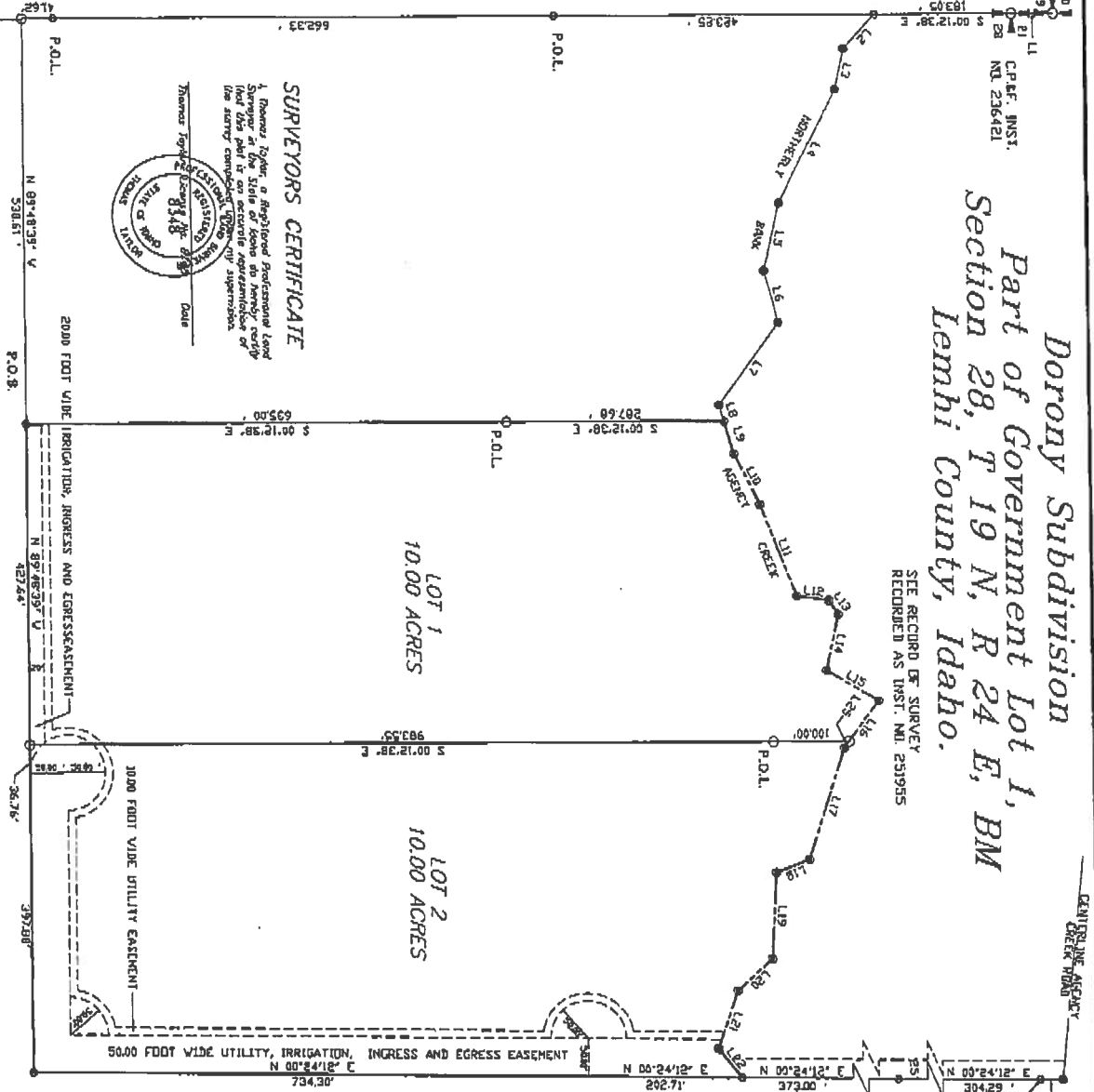
Lemhi County, Idaho.

SEE RECORD OF SURVEY
RECORDED AS INST. NO. 251955THE CORNER SEC. 29 TO THE 1/4 CORNER SEC. 29)
S01°12'38"E 2649.30'
BASIS OF BEARING

SURVEYORS CERTIFICATE

I, Thomas J. Dorony, a Registered Professional Land Surveyor, State of Idaho, do hereby certify that this plat is an accurate representation of the survey conducted by me or my supervision.

Thomas J. Dorony
Surveyor
State of Idaho
No. 8348
Date

E 1/4 SEC. 29
C.P.L.F. INST.
NO. 236424LOT 1
10.00 ACRESLOT 2
10.00 ACRES2000 FOOT WIDE
IRRIGATION, INGRESS AND EGRESS EASEMENT

1000 FOOT WIDE UTILITY EASEMENT

5000 FOOT WIDE UTILITY, IRRIGATION, INGRESS AND EGRESS EASEMENT

NUMBER	DIRECTION	DISTANCE
1	S 00°12'38" E	54.95'
2	S 46°52'33" E	441.4'
3	S 17°47'53" E	56.29'
4	S 63°18'43" E	148.76'
5	S 76°52'17" E	39.61'
6	N 73°03'57" E	63.62'
7	S 54°23'57" E	137.85'
8	N 73°58'06" E	27.60'
9	N 73°58'06" E	48.09'
10	N 64°44'05" E	120.12'
11	N 07°53'26" E	42.44'
12	N 55°58'32" E	21.99'
13	S 77°10'35" E	78.14'
14	N 30°36'48" E	79.27'
15	S 51°48'27" E	66.93'
16	S 71°55'19" E	154.82'
17	S 86°42'22" E	114.18'
18	S 43°09'49" E	62.18'
19	S 70°28'58" E	81.16'
20	N 51°26'47" E	48.95'
21	S 00°12'38" E	26.12'
22	S 53°48'27" E	11.26'

LEGEND

- Section corner symbol
- Placed 1/2" x 2 1/2" Rubber with a plastic cap marked TMS LS 0344
- Placed 5/8" x 3/4" Rubber with a plastic cap marked TMS LS 0344
- Found 5/8" Rubber with a plastic cap marked TMS LS 5000
- Described point nothing found or not
- P.O.B. POINT OF BEGINNING
- P.O.L. POINT OF LINES

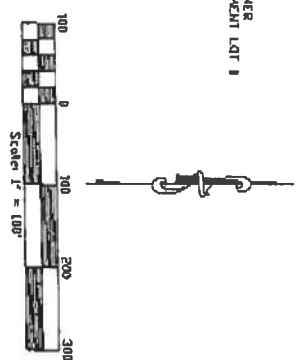


DORONY SUBDIVISION

Rick Dorony
S.E. 28, T. 19 N., R. 24 E., B.M.

TRAILER MOUNTING SURVEYING
FOR ALL SURVEYING
EQUIPMENT
CALL 800-451-1111

DATE	DATE	DATE
10/15/11	10/15/11	10/15/11
10/15/11	10/15/11	10/15/11
10/15/11	10/15/11	10/15/11



Warranty Deed

For Value Received

Rick Dorony
the grantor, does hereby grant, bargain, sell and convey unto

Vernon R. Mongold, Jr. and Rhonda Faith Mongold, Husband and Wife

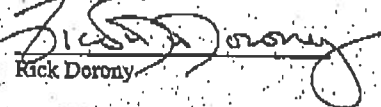
whose address is
5015 Klimes Mill Road
Linville, VA 22834

the grantees, the following described premises, to-wit:

See Attached Exhibit "A"

To have and to hold the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantees, that they the owners in fee simple of said premises; that they are free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

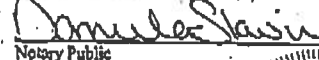
Dated: June 1, 2006


Rick Dorony

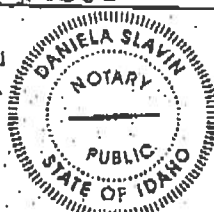
STATE OF IDAHO, COUNTY OF LEMHI

On this 1st Day of June, 2006,
before me, a notary public in and for said State, personally
appeared
Rick Dorony

known to me to be the person whose name is subscribed to
the within instrument, and acknowledged to me that he
executed the same.


Notary Public

Residing at: Salmon, Idaho
Comm. Expires: 11-15-2011



INSTRUMENT NO: **267726**

STATE OF IDAHO, COUNTY OF LEMHI

I hereby certify that this instrument was filed
for record at the request of Lemhi Title

at 40 minutes past 2 o'clock P.m.,
this 14th day of June
2006, in my office, and duly recorded in Book
of Deeds in Lemhi County.


Ex-Officio Recorder

By  Deputy

Fees \$ 6.00
Mail to: Lisa Eagle

267726**Exhibit "A"**

A portion of Lot 1, Section 28, T 19 N, R 24 E, Boise Meridian, Lemhi County, Idaho, more particularly described as follows:

Commencing at the NE Corner of said Section 29, from which the East 1/4 Corner of said Section 29 bears S00°12'38"E, 2649.30 feet the Basis of Bearing of this description; run thence S00°12'38"E along said Section line, 1365.20 feet to the SW Corner of said Lot 1 Section 28; thence S89°48'39"E along the southerly line of said Lot 1, 538.61 feet to the Point of Beginning;

Thence N00°12'38"W, 922.68 feet to a point on the northerly bank of Agency Creek;

Thence along the northerly bank of Agency Creek the following courses,

N73°54'06"E, 46.08 feet; N64°08'55"E, 76.47 feet; N68°44'05"E, 130.12 feet; N07°55'26"E, 42.44 feet; N55°58'32"E, 21.99 feet; S77°10'35"E, 76.14 feet; N30°36'48"E, 79.27 feet; S53°48'27"E, 78.29 feet; S71°55'19"E, 154.82 feet; S21°03'47"E, 47.12 feet; S86°43'22"E, 114.18 feet; S43°05'49"E, 63.18 feet; S70°28'58"E, 81.16 feet; N51°26'47"E, 48.95 feet to the intersection with the easterly line of said Lot 1;

Thence leaving said bank S00°24'12"W, 937.01 feet to the SE Corner of said Lot 1;

Thence N89°48'39"W along the southerly line of said Lot 1, 862.28 feet to the Point of Beginning.

Together with and subject to a 25 foot wide easement for utilities, ingress, egress, and irrigation pipelines or ditches north and west of the following described line:

Commencing at the NE Corner of said Section 29, run thence S00°12'38"E along the westerly line of said Section 29, 1365.20 feet to the SW Corner of said Lot 1 Section 28; thence S89°48'39"E along the southerly line of said Lot 1, 538.61 feet to the Point of Beginning;

Thence continuing S89°48'39"E along the southerly line of said Lot 1, 862.28 feet to the SE Corner of said Lot 1;

Thence N00°24'12"E, 1644.30 feet to a point in the center of Agency Creek Road.