

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

DE

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

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

Water Right No.(s)	Adjudication Claim No.(s)	Split	Water Right No.(s)	Adjudication Claim No. (s)	Split
34-2399		☒			☐
34-13762		☐			☐
34-13961		☐			☐
34-13963		☐			☐
		☐			☐

SUPPORT DATA

2. The following REQUIRED information must be submitted with this form:

- A. The appropriate FILING FEE. See instructions for fee amounts. **IN FILE # 34-2399**
- B. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water right(s) in question, WITH ATTACHED LEGAL DESCRIPTION.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions): PLAT OF PROPERTY or SURVEY MAP clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency AERIAL PHOTO with the irrigated acres outlined and point(s) of diversion clearly marked. The AERIAL PHOTO should be submitted in place of the PLAT PROPERTY or SURVEY MAP.

3. Name and Address of Former Owner/Claimant(s): Robert E. Pittman
3600 S. Harbor Blvd. 165; Oxnard, CA 93035
4. New Owner/Claimant(s): Magee Family Trust : Francis P. Magee Trustee
 New Mailing Address: P.O. Box 55
 City, State, Zip Code: Mackay, ID 83251
 New Telephone Number: (208) 588-2422
5. Date you acquired the property: _____

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

DESCRIPTION OF YOUR PORTION OF WATER RIGHT

(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number: _____

<u>Water Use</u>	<u>Diversion Rate or Volume</u> (cubic feet per second or acre-feet annum)	<u>Description</u> (acres, number and type of stock, homes, etc.)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other: _____	_____	_____
TOTAL	_____	_____

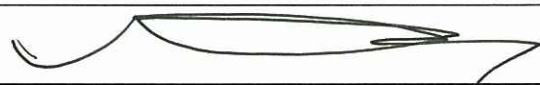
DESCRIPTION OF YOUR PORTION OF WATER RIGHT

(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number: _____

<u>Water Use</u>	<u>Diversion Rate or Volume</u> (cubic feet per second or acre-feet annum)	<u>Description</u> (acres, number and type of stock, homes, etc.)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other: _____	_____	_____
TOTAL	_____	_____

7. Signature of New Owner(s) or Claimant(s):
(include title, if applicable)


Francis P. Magee, Trustee: Magee Family Trust

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

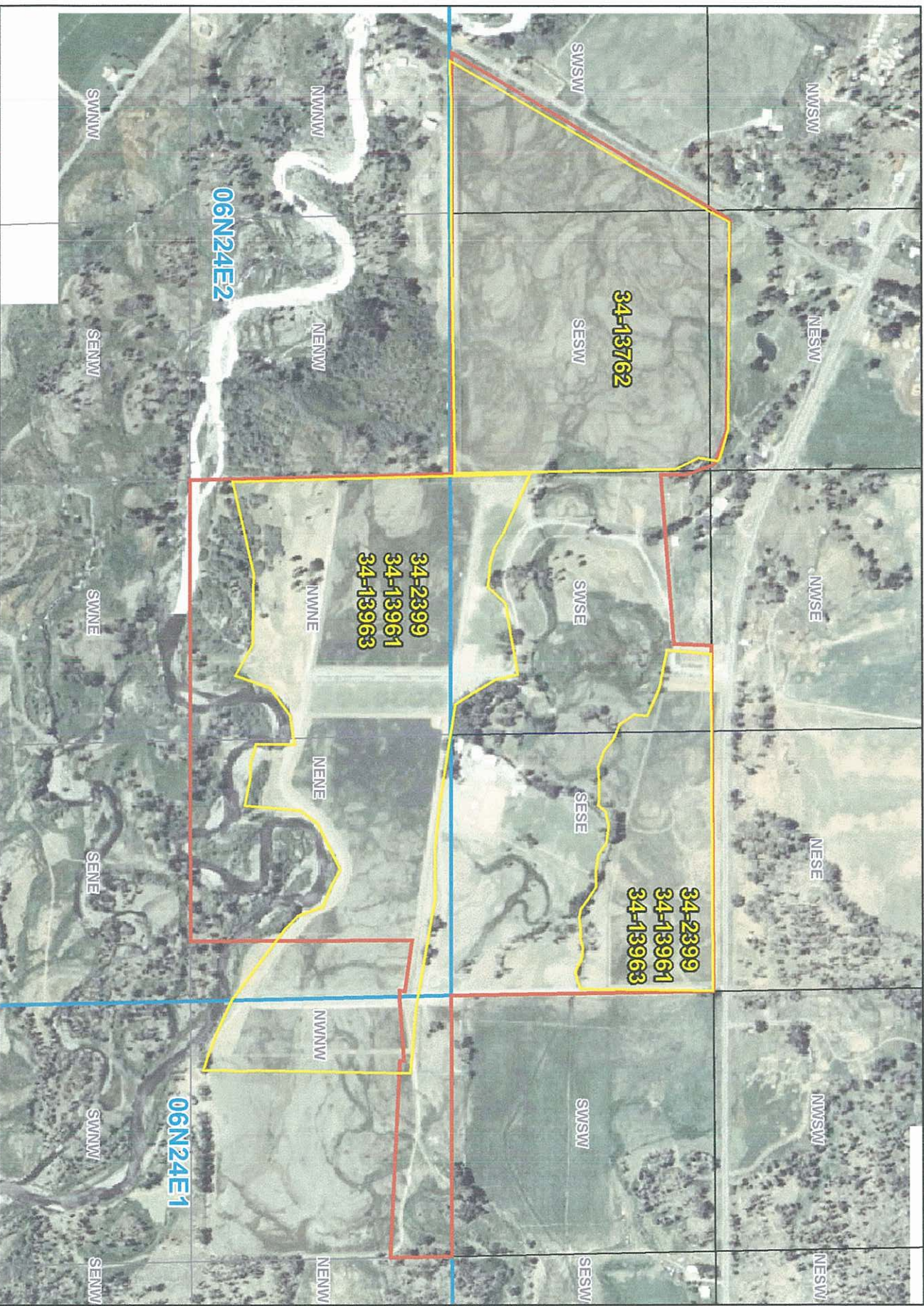
FOR OFFICE USE ONLY

Received by: JS
Received by: JS
Processed by: JS AJ

Date: 9-21-09
Date: 9-21-09
Date: 12/13/2010

Fee: \$100.00
Receipt No: E035352
WR: _____ Date: _____

JB 7/28/10 \$400. - E036004
Need to request a \$325. - refund



1 inch equals 700 feet

BROCKWAY ENGINEERING, PLLC.

ALR - SEPT. 14, 2009

(ZL- 9/16/09)

**MAGEE FAMILY TRUST
WATER RIGHT ANALYSIS
NAIP 2006 AERIAL**

Legend

Magee_Family_Trust

Water_Right_POU

Sections
06N24E
06N24E





State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region, 900 North Skyline Drive, Suite A • Idaho Falls, Idaho 83402-1718
Phone: (208) 525-7161 • Fax: (208) 525-7177 • Web Site: www.idwr.idaho.gov

July 8, 2010

Magee Family Trust
PO Box 55
Mackay ID 83251

PA ck #386 IB
\$400.00 7/24/10

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

RECEIVED

JUL 28 2010

Department of Water Resources
Eastern Region

RE: Change in Ownership Water Right No. 34-2399, 34-13752, 34-13961 & 34-13963

Dear Sir/Madam:

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership.

Our review of your notice indicates that additional information is required before we can process the change. The information required is indicated below:

XXXX **Filing Fee** of \$100 per water right for changes resulting from division of a water right

XXXX **Evidence of Water Right Ownership:** copy of 'recorded' Deed, Title Policy, Contract of Sale, or other legal document indicating your ownership of the property and/or water rights in question

During our review of the documentation you submitted we found some discrepancies between that documentation and the legal description of the place of use for the water right(s) indicated in your notice.

Water Right numbers 34-13762, 34-13961 & 34-13963 appear to be ok to data enter. According to the legal description of the property purchased according to the deed provided with your application water right number 34-2399 will require a split. Please review the map enclosed showing the place of use of the water right in question and the property purchased. If you believe you own the entire place of use of the water right please provide a legal document indicating your ownership, if you believe a split will be required, please provide the necessary fees for the department to complete that process.

Effective July 1, 2000, the legislature enacted House Bill No. 545 requiring a filing fee for a change in water right ownership. The fee is \$25 per water right, except for ownership changes resulting in the division of a water right, which is \$100 per water right. All ownership change notices received after June 30, 2000 must include the appropriate filing fees in order to be processed.

Because the Department cannot process the ownership change without proper documentation/fees, we will hold any action on your notice pending receipt of the necessary information/fees. If we do not receive the necessary information/fees within 30 days we will return your notice and all attachments and your notice will not be processed.

AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY
(10-17-92)

Policy No. 72106- 1521452

RECEIVED

JUL 28 2000

Department of Water Resources
Eastern Region

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

CHICAGO TITLE INSURANCE COMPANY

By:



President

ATTEST:



Secretary



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,
(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at the issuing office or to:

Chicago Title Insurance Company
National Claims Administration
P.O. Box 45023
Jacksonville, Florida 32232-5023

SCHEDULE A

Chicago Title Insurance Company

Order Number	Policy Number	Date of Policy	Amount of Insurance	Premium Amount
3070804803HB	72106-1521452	September 17, 2008 At 12:13PM	\$2,500,000.00	\$5,780.00

Endorsements:

\$

Address Reference: NNA,, ID

1. Name of Insured:

Francis P. Magee and Greta M. Magee, Trustees of the Magee Family Trust, dated February 21, 2003

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

Fee Simple

3. Title is vested in:

Francis P. Magee and Greta M. Magee, Trustees of the Magee Family Trust, dated February 21, 2003

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

SCHEDULE A

PARCEL I:

TOWNSHIP 6 NORTH, RANGE 24 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO;

**SECTION 1: NORTHWEST QUARTER OF THE NORTHWEST QUARTER
SECTION 2: NORTH HALF OF THE NORTHEAST QUARTER**

EXCEPTING THEREFROM:

PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 1 AND PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 6 NORTH, RANGE 24 EAST OF THE BOISE MERIDIAN, CUSTER COUNTY, IDAHO DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS S. 01° 15' 51" E., 262.52 FEET ALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF SAID SECTION 1 AND RUNNING THENCE N. 86° 00' 12" E. 333.29 FEET; THENCE S. 00° 36' 36" E. 1057.61 FEET; THENCE S. 12° 15' 51" W. 331.62 FEET TO THE PROPERTY LINE AS ESTABLISHED AND SHOWN ON RECORD OF SURVEY, INSTRUMENT NO. 0224195; THENCE ALONG SAID PROPERTY LINE THE FOLLOWING TWO COURSES: (1) N. 19° 52' 01" W. 58.34 FEET; THENCE (2) N. 45° 54' 44" W. 319.68 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 2; THENCE S. 89° 34' 51" W. 305.93 FEET ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE N. 01° 30' 27" W. 448.35 FEET; THENCE N. 09° 44' 13" E. 59.36 FEET; THENCE N. 00° 06' 16" W. 640.75 FEET TO AN EXISTING FENCE LINE; THENCE ALONG SAID EXISTING FENCE LINE THE FOLLOWING TWO COURSES: (1) S. 81° 53' 50" E. 262.07 FEET; THENCE (2) S. 07° 35' 08" W. 29.52 FEET; THENCE N. 85° 59' 50" E. 29.50 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM:

PART OF THE WEST HALF OF THE NORTHWEST QUARTER (W1/2 NW1/4) SECTION 1, TOWNSHIP 6 NORTH, RANGE 24 EAST OF THE BOISE MERIDIAN, CUSTER COUNTY, IDAHO DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS S. 01° 15' 51" E. 222.67 FEET ALONG THE SECTION LINE AND S. 87° 08' 47" E. 1275.42 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 1, SAID NORTHWEST CORNER OF SECTION 1 BEING FOUND A 3" ALUMINUM CAP SET BY ERICKSON SURVEYING SERVICES, RECORD OF SURVEY, INSTRUMENT NO. 207793 AND ALSO BEING N. 01° 15' 51" W. 5327.51 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 1, RUNNING THENCE S. 87° 08' 47" E. 60.16 FEET TO THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER (W1/2 NE1/4) ESTABLISHED BY ERICKSON SURVEYING

SERVICES, RECORD OF SURVEY, INSTRUMENT NO. 207793; THENCE S. 01° 17' 39" E. 1043.06 FEET TO A FOUND 5/8" IRON ROD SET BY SAID ERICKSON SURVEYING SERVICES; THENCE S. 01° 17' 12" E. 1288.11 FEET TO A FOUND 5/8" IRON ROD SET BY SAID ERICKSON SURVEYING SERVICES AND ALSO BEING THE CORNER OF THE TRACT OF LAND ESTABLISHED BY RECORD OF SURVEY, INSTRUMENT NO. 0224195; THENCE ALONG BOUNDARY OF SAID TRACT THE FOLLOWING FIVE (5) COURSES: (1) S. 89° 46' 19" W. 204.77 FEET TO A FOUND 5/8" IRON ROD WITH YELLOW CAP MARKED P.L.S. 3577; THENCE (2) S. 86° 20' 15" W. 33.60 FEET TO A FOUND 5/8" IRON ROD WITH YELLOW CAP MARKED P.L.S. 3577; THENCE (3) N. 44° 53' 40" W. 182.58 FEET TO A FOUND 5/8" IRON ROD WITH YELLOW CAP MARKED P.L.S. 3577; THENCE (4) N. 27° 28' 51" W. 133.98 FEET TO A FOUND 5/8" IRON ROD WITH YELLOW CAP MARKED P.L.S. 3577; THENCE (5) N. 21° 23' 42" W. 121.41 FEET; THENCE N. 09° 44' 19" E. 981.79 FEET; THENCE S. 88° 18' 34" E. 217.64 FEET; THENCE N. 01° 17' 39" W. 1014.32 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM:

PART OF THE WEST HALF OF THE NORTHWEST QUARTER (W1/2 NW1/4) SECTION 1, TOWNSHIP 6 NORTH, RANGE 24 EAST OF THE BOISE MERIDIAN, CUSTER COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS S. 01° 15' 51" E. 222.67 FEET ALONG THE SECTION LINE AND S. 87° 08' 47" E. 333.78 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 1, SAID NORTHWEST CORNER OF SECTION 1 BEING A FOUND 3" ALUMINUM CAP SET BY ERICKSON SURVEYING SERVICES IN RECORD OF SURVEY, INSTRUMENT NO. 207793 AND ALSO BEING N. 01° 15' 51" W. 5327.51 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 1, AND RUNNING THENCE S. 87° 08' 47" E. 941.64 FEET; THENCE S. 01° 17' 39" E. 1014.32 FEET PARALLEL WITH AND 60.00 FEET PERPENDICULAR TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW1/4 NW1/4) OF SAID SECTION 1 AS ESTABLISHED BY SAID RECORD OF SURVEY, INSTRUMENT NO. 207793; THENCE N. 88° 18' 34" W. 217.64 FEET; THENCE S. 09° 44' 19" W. 981.79 FEET TO THE SOUTH LINE OF THE TRACT OF LAND AS ESTABLISHED BY ERICKSON SURVEYING SERVICES, RECORD OF SURVEY, INSTRUMENT NO. 0224195; THENCE ALONG SAID SOUTH LINE OF THE FOLLOWING SEVEN (7) COURSES: (1) N. 21° 24' 44" W. 94.70 FEET TO A FOUND 5/8" IRON ROD WITH YELLOW CAP MARKED P.L.S. 3577; THENCE (2) N. 59° 15' 36" W. 329.25 FEET TO A FOUND 5/8" IRON ROD WITH YELLOW CAP MARKED P.L.S. 3577; THENCE (3) N. 45° 55' 11" W. 168.10 FEET TO A FOUND 5/8" IRON ROD WITH YELLOW CAP MARKED P.L.S. 3577; THENCE (4) N. 62° 22' 00" W. 124.64 FEET TO A FOUND 5/8" IRON ROD WITH YELLOW CAP MARKED P.L.S. 3577; THENCE (5) N. 62° 18' 44" W. 20.65 FEET; THENCE (6) N. 19° 45' 38" W. 44.90 FEET TO A FOUND 5/8" IRON ROD WITH YELLOW CAP MARKED P.L.S. 3577; THENCE (7) N.

19° 45' 38" W. 167.41 FEET; THENCE N. 12° 15' 51" E. 328.97 FEET TO AN EXISTING FENCE LINE; THENCE N. 00° 34' 41" W. 1060.20 FEET ALONG SAID EXISTING FENCE LINE TO THE POINT OF BEGINNING.

TOWNSHIP 7 NORTH, RANGE 24 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO:

SECTION 35:

PARCEL I:

SOUTH HALF OF THE SOUTHEAST QUARTER.

EXCEPTING THEREFROM:

A FRACTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 7 NORTH, RANGE 24 EAST, OF THE BOISE MERIDIAN.

BEGINNING AT A POINT THAT IS N. 1° 14' 48" E., 1075.30 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 35, TOWNSHIP 7 NORTH, RANGE 24 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO, AND RUNNING THENCE N. 1° 35' 38" E., ALONG AN EXISTING FENCE LINE 242.80 FEET; THENCE N. 89° 45' 18" E., 850.17 FEET; THENCE S. 2° 10' 28" W., 181.08 FEET; THENCE S. 85° 40' 16" W., 866.25 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM:

A PARCEL OF LAND GENERALLY DESCRIBED AS BEING A PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 7 NORTH, RANGE 24 EAST OF THE BOISE MERIDIAN, CUSTER COUNTY, IDAHO, LYING SOUTH OF THE SOUTHERLY RIGHT OF WAY OF U.S. HIGHWAY 93, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION WITH AN EXISTING FENCE LINE AND THE SOUTHERLY RIGHT OF WAY OF U.S. HIGHWAY 93A, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 35 (INSTRUMENT NO. 0211841, CUSTER COUNTY RECORDS) BEARS NORTH 37° 08' 24" WEST 4549.61 FEET AND THE WEST ONE-QUARTER CORNER OF SAID SECTION 35, (INSTRUMENT NO. 0211840 – CUSTER COUNTY RECORDS) BEARS NORTH 69° 29' 08" WEST, 2895.39 FEET; THENCE FROM SAID POINT OF BEGINNING, ON OR ALONG AN EXISTING FENCE LINE, THE FOLLOWING TWO COURSES AND DISTANCES; SOUTH 00° 22' 50" EAST, 101.37 FEET; SOUTH 01° 34' 48" WEST, 162.07 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE NORTH 89° 46' 49" EAST ALONG THE SOUTH BOUNDARY OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 35, A DISTANCE OF 863.91 FEET TO AN EXISTING FENCE LINE; THENCE NORTH 02° 07' 24" EAST, ON OR ALONG SAID FENCE LINE, A DISTANCE OF 34.13 FEET TO THE SOUTHERLY RIGHT OF WAY OF U.S. HIGHWAY 93A; THENCE ALONG THE SOUTHERLY RIGHT OF WAY OF SAID HIGHWAY, IN A NORTHWESTERLY DIRECTION, ALONG A TANGENTIAL CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2325.00 FEET AND A DELTA ANGLE OF 21° 14' 55", A DISTANCE OF 862.25 (CURVE LENGTH) FEET TO A POINT TO

TANGENCY; THENCE CONTINUING ALONG THE SOUTHERLY RIGHT OF WAY OF SAID HIGHWAY, NORTH 65° 04' 37" WEST, A DISTANCE OF 33.77 FEET TO THE POINT OF BEGINNING.

PARCEL II

A TRACT OF LAND SITUATED SOUTHEASTERLY OF HOUSTON ROAD AND SOUTHWESTERLY OF U.S. HIGHWAY NO. 93A, BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 7 NORTH, RANGE 24 E. B.M., CUSTER COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 5/8" REBAR WITH ALUMINUM CAP (PLS #3577-SEE RECORD OF SURVEY INST. #207793) MARKING THE SOUTH QUARTER CORNER OF SECTION 35, FROM WHICH A 5/8" REBAR WITH ALUMINUM CAP MARKING THE SOUTHWEST CORNER OF SAID SECTION 35 BEARS S. 89° 32' 39" W. 2664.27 FEET; THENCE S. 89° 32' 39" W. 2159.23 FEET ON OR ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35 TO A POINT LYING ON OR ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF HOUSTON ROAD (SAID RIGHT-OF-WAY LINE BEING 33 FEET MEASURED AT RIGHT ANGLES FROM THE EXISTING ROAD CENTERLINE); THENCE LEAVING SAID SOUTH LINE N. 30° 30' 29" E. 1655.18 FEET ON OR ALONG SAID RIGHT-OF-WAY LINE TO A SET OF 5/8"X30" REBAR WITH PLASTIC CAP LYING ON OR ALONG AN EXISTING FENCE; THENCE LEAVING SAID RIGHT-OF-WAY LINE S. 89° 38' 28" E. 1081.42 FEET ALONG SAID FENCE TO A FOUND ½ STEEL ROD; THENCE S. 73° 18' 29" E. 153.35 FEET ALONG SAID FENCE TO A SET 5/8"X30" REBAR WITH PLASTIC CAP; THENCE S. 57° 41' 27" E. 34.02 FEET ALONG SAID FENCE TO A SET 5/8"X30" REBAR WITH PLASTIC CAP; THENCE S. 21° 00' 08" E. 151.53 FEET ALONG SAID FENCE TO A POINT LYING ON OR ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE LEAVING SAID FENCE S. 0° 21' 40" E. 1198.42 FEET ON OR ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

TOGETHER WITH:

AN EASEMENT 15 FEET IN WIDTH FOR THE PURPOSE OF IRRIGATION SYSTEM MAINTENANCE, RUNNING FROM THE NORTH LINE OF ABOVE DESCRIBED TRACT, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 5/8" REBAR WITH ALUMINUM CAP (PLS #3577-SEE RECORD OF SURVEY INST. #207793) MARKING THE SOUTH QUARTER CORNER OF SECTION 35, TOWNSHIP 7 NORTH, RANGE 24 E. B.M., CUSTER COUNTY, IDAHO, FROM WHICH A 5/8" REBAR WITH ALUMINUM CAP MARKING THE SOUTHWEST CORNER OF SAID SECTION 35 BEARS S. 89° 32' 39" W. 2664.27 FEET; THENCE S. 89° 32' 39" W. 2159.23 FEET ON OR ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35 TO A POINT LYING ON OR ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF HOUSTON ROAD (SAID RIGHT-OF-WAY LINE BEING 33 FEET MEASURED AT RIGHT ANGLES FROM THE EXISTING ROAD CENTERLINE); THENCE LEAVING SAID SOUTH LINE N. 30° 30' 29" E. 1655.18 FEET ON OR ALONG SAID RIGHT-OF-WAY LINE TO A SET OF 5/8"X30" REBAR WITH PLASTIC CAP LYING ON OR ALONG AN EXISTING FENCE AND THE POINT OF BEGINNING OF SAID EASEMENT; THENCE LEAVING SAID FENCE AND CONTINUING ALONG

**SAID RIGHT-OF-WAY LINE (SAID LINE BEING THE WESTERLY SIDE OF SAID 15
FOOT EASEMENT) N. 30° 30' 29" E. 261.16 FEET TO END OF EASEMENT.**

END OF SCHEDULE A

SCHEDULE B

Order No.: 3070804803HB Policy No.: 72106-1521452

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorney's fees, or expenses that arise by reason of:

1. Rights or claims of parties in possession not shown by the public records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
7. Taxes, including any assessments collected therewith, for the year 2008, which are a lien not yet payable.
8. Liens, levies and assessments of the the Big Lost River Irrigation District.
9. Right, title and interest of the Public in and to those portions of above described property falling within the bounds of roads and highways.
10. The provisions contained in Agreement for Electric Service
Recorded: September 21, 1990.
Instrument No.: 197340 of Official Records.
As follows: Irrigation
11. The provisions contained in Agreement For Electric Service.
Recorded: July 27, 1994.
Instrument No.: 0206990 of Official Records.
As follows: Irrigation
12. The provisions contained in Agreement For Electric Service.
Recorded: June 18, 1993.
Instrument No.: 0204199 of Official Records.
As follows: Irrigation

13. The provisions contained in Grant of Easement by and between Richard Dahlgren and Julie Dahlgren, husband and wife and Knox Cannon, an individual, and Robert Pittman and Judy Pittman, husband and wife.

Recorded: April 6, 1998.

Instrument No.: 215446 of Official Records.

As follows: Ingress and Egress

14. The provisions contained in Warranty Deed..

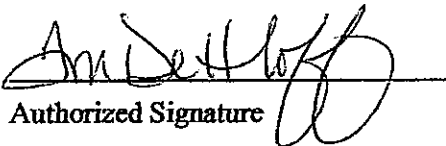
Recorded: June 6, 2007.

Instrument No.: 236769 of Official Records.

As follows: Subject to an Easement

END OF SCHEDULE B

Countersigned:


Authorized Signature

THIS AGREEMENT MAY BE EXECUTED IN COUNTERPART,
AND AS EXECUTED SHALL CONSTITUTE ONE AGREEMENT.
BONDING ON ALL PARTIES, EVEN THOUGH ALL THE
PARTIES DO NOT SIGN THE ORIGINAL OR THE SAME
COUNTERPART.

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

239550

Custer County Rec. of
Blaine County Title
Time 2:12 P.M. Date 7-17-08
Barbara C. Steedman, Clerk
Betty Dougherty \$ 12.00
Deputy

(Space Above For Recorder's Use)

WARRANTY DEED

For good and valuable consideration, the receipt of which is hereby acknowledged, ROBERT E. PITTMAN and JUDITH S. PITTMAN, husband and wife ("Grantor"), hereby convey, grant and warrant to the FRANCIS P. MAGEE and GRETA M. MAGEE, Trustees of the MAGEE FAMILY TRUST, dated February 21, 2003 ("Grantee"), whose address is P.O. Box 3760, Ketchum, Idaho 83333, and its successors and assigns forever, the following described real property, situated in Custer County, Idaho:

A TRACT OF LAND SITUATED SOUTHEASTERLY OF HOUSTON ROAD AND SOUTHWESTERLY OF U.S. HIGHWAY 93A, BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 7 NORTH, RANGE 24 E. BOISE MERIDIAN, CUSTER COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 5/8" REBAR WITH ALUMINUM CAP (PLS #3577-SEE RECORD OF SURVEY INST. #207793) MARKING THE SOUTH QUARTER CORNER OF SECTION 35, FROM WHICH A 5/8" REBAR WITH ALUMINUM CAP MARKING THE SOUTHWEST CORNER OF SAID SECTION 35 BEARS S. 89° 32' 39" W. 2664.27 FEET; THENCE S. 89° 32' 39" W. 2159.23 FEET ON OR ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35 TO A POINT LYING ON OR ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF HOUSTON ROAD (SAID RIGHT-OF-WAY LINE BEING 33 FEET MEASURED AT RIGHT ANGLES FROM THE EXISTING ROAD CENTERLINE); THENCE LEAVING SAID SOUTH LINE N. 30° 30' 29" E. 1655.18 FEET ON OR ALONG SAID RIGHT-OF-WAY LINE TO A SET OF 5/8"X30" REBAR WITH PLASTIC CAP LYING ON OR ALONG AN EXISTING FENCE; THENCE LEAVING SAID RIGHT-OF-WAY LINE S. 89° 38' 28" E. 1081.42 FEET ALONG SAID FENCE TO A FOUND 1/2 STEEL ROD; THENCE S. 73° 18' 29" E. 153.35 FEET ALONG SAID FENCE TO A SET 5/8"X30" REBAR WITH PLASTIC CAP; THENCE S. 57° 41' 27" E. 34.02 FEET ALONG SAID FENCE TO A SET 5/8"X30" REBAR WITH PLASTIC CAP; THENCE S. 21° 00' 08" E. 151.53 FEET ALONG SAID FENCE TO A POINT LYING ON OR ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE LEAVING SAID

239550

FENCE S. 0° 21' 40" E. 1198.42 FEET ON OR ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

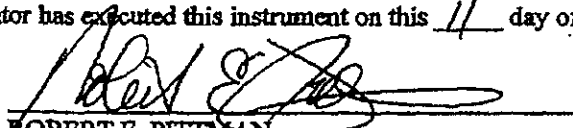
TOGETHER WITH:

AN EASEMENT 15 FEET IN WIDTH FOR THE PURPOSE OF IRRIGATION SYSTEM MAINTENANCE, RUNNING FROM THE NORTH LINE OF ABOVE DESCRIBED TRACT, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 5/8" REBAR WITH ALUMINUM CAP (PLS #3577-SBE RECORD OF SURVEY INST. #207793) MARKING THE SOUTH QUARTER CORNER OF SECTION 35, TOWNSHIP 7 NORTH, RANGE 24 E. B.M., CUSTER COUNTY, IDAHO, FROM WHICH A 5/8" REBAR WITH ALUMINUM CAP MARKING THE SOUTHWEST CORNER OF SAID SECTION 35 BEARS S. 89° 32' 39" W. 2664.27 FEET; THENCE S. 89° 32' 39" W. 2159.23 FEET ON OR ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35 TO A POINT LYING ON OR ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF HOUSTON ROAD (SAID RIGHT-OF-WAY LINE BEING 33 FEET MEASURED AT RIGHT ANGLES FROM THE EXISTING ROAD CENTERLINE); THENCE LEAVING SAID SOUTH LINE N. 30° 30' 29" E. 1655.18 FEET ON OR ALONG SAID RIGHT-OF-WAY LINE TO A SET OF 5/8"X30" REBAR WITH PLASTIC CAP LYING OR ALONG AN EXISTING FENCE AND THE POINT OF BEGINNING OF SAID EASEMENT; THENCE LEAVING SAID FENCE AND CONTINUING ALONG SAID RIGHT-OF-WAY LINE (SAID LINE BEING THE WESTERLY SIDE OF SAID 15 FOOT EASEMENT) N. 30° 30' 29" E. 261.16 FEET TO END OF EASEMENT.

This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining or appurtenant to the above-described property.

The Grantor covenants to the Grantee that Grantor is the owner in fee simple of the above-described property; that the above-described property is free from all encumbrances, excepting those of record, and that Grantor will warrant and defend the same from all lawful claims.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 11 day of September, 2008.


ROBERT E. PITTMAN

 9/12/08
JUDITH S. PITTMAN

WARRANTY DEED - 2

239550

STATE OF IDAHO)
County of _____) ss.

On this _____ day of September, 2008, before me, the undersigned, a Notary Public, in and for said State, personally appeared ROBERT E. PITTMAN, known or identified to me to on the basis of satisfactory evidence be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

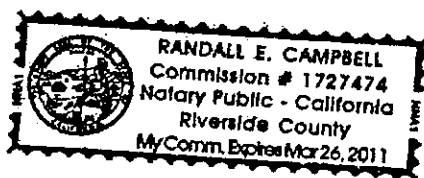
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

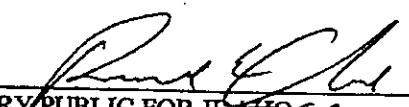
NOTARY PUBLIC FOR IDAHO
Residing at _____
My Commission Expires _____

STATE OF ^{CALIF.} ~~IDAHO~~)
County of ^{RIVERSIDE} ~~IDAHO~~) ss.

On this 12th day of September, 2008, before me, the undersigned, a Notary Public, in and for said State, personally appeared JUDITH S. PITTMAN, known or identified to me to on the basis of satisfactory evidence be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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



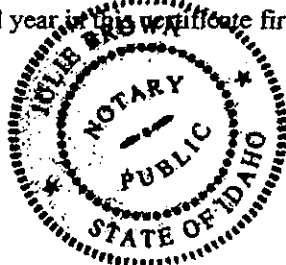

NOTARY PUBLIC FOR IDAHO CA
Residing at WILSON CA
My Commission Expires 3-26-2011

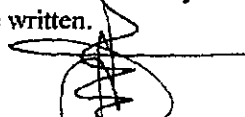
239550

STATE OF IDAHO)
County of Blaire) ss.

On this 11th day of September, 2008, before me, the undersigned, a Notary Public, in and for said State, personally appeared ROBERT E. PITTMAN, known or identified to me to on the basis of satisfactory evidence be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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





NOTARY PUBLIC FOR IDAHO
Residing at Blaire County, ID
My Commission Expires 7/9/11

STATE OF IDAHO)
County of _____) ss.

On this _____ day of September, 2008, before me, the undersigned, a Notary Public, in and for said State, personally appeared JUDITH S. PITTMAN, known or identified to me to on the basis of satisfactory evidence be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

NOTARY PUBLIC FOR IDAHO
Residing at _____
My Commission Expires _____

THIS AGREEMENT MAY BE EXECUTED IN COUNTERPART,
AND AS EXECUTED SHALL CONSTITUTE ONE AGREEMENT.
BONDING ON ALL PARTIES, EVEN THOUGH ALL THE
PARTIES DO NOT SIGN THE ORIGINAL OR THE SAME
COUNTERPART WHEN RECORDED RETURN TO:

239549

Custer County Reg. of
Blaine County Title
Time 12:13 P.M. Date 6/17/2008
Barbara C. Breedlove, Clerk
Deputy *Barbara C. Breedlove* \$ 12.00

(Space Above For Recorder's Use)

WARRANTY DEED

For good and valuable consideration, the receipt of which is hereby acknowledged, ROBERT E. PITTMAN and JUDITH S. PITTMAN, husband and wife ("Grantor"), hereby convey, grant and warrant to the FRANCIS P. MAGEE and GRETA M. MAGEE, Trustees of the MAGEE FAMILY TRUST, dated February 21, 2003 ("Grantee"), whose address is P.O. Box 3760, Ketchum, Idaho 83333, and its successors and assigns forever, the following described real property, situated in Custer County, Idaho:

TOWNSHIP 7 NORTH, RANGE 24 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO: SECTION 35:

PARCEL I:
SOUTH HALF OF THE SOUTHEAST QUARTER.

EXCEPTING THEREFROM:

A FRACTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 7 NORTH, RANGE 24 EAST, OF THE BOISE MERIDIAN.

BEGINNING AT A POINT THAT IS N. 1° 14' 48" E., 1075.30 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 35, TOWNSHIP 7 NORTH, RANGE 24 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO, AND RUNNING THENCE N. 1° 35' 38" E., ALONG AN EXISTING FENCE LINE 242.80 FEET; THENCE N. 89° 45' 18" E., 850.17 FEET; THENCE S. 2° 10' 28" W., 181.08 FEET; THENCE S. 85° 40' 16" W., 866.25 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM:

A PARCEL OF LAND GENERALLY DESCRIBED AS BEING A PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 7 NORTH, RANGE 24 EAST OF THE BOISE MERIDIAN,

WARRANTY DEED - 1

Excepting
Part of
SW SE
Sec 35

SW SE
Sec 35

N 1/2 SE Q
Sec 35

239549

S Hwy
CUSTER COUNTY, IDAHO, LYING SOUTH OF THE SOUTHERLY RIGHT OF WAY OF U.S. HIGHWAY 93, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

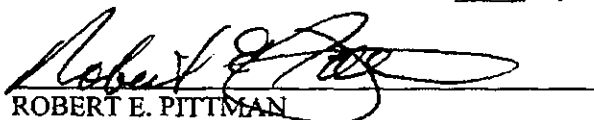
NW Sec 35
BEGINNING AT A POINT OF INTERSECTION WITH AN EXISTING FENCE LINE AND THE SOUTHERLY RIGHT OF WAY OF U.S. HIGHWAY 93A, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 35 (INSTRUMENT NO. 0211841, CUSTER COUNTY RECORDS) BEARS NORTH 37° 08' 24" WEST 4549.61 FEET AND THE WEST ONE-QUARTER CORNER OF SAID SECTION 35, (INSTRUMENT NO. 0211840 - CUSTER COUNTY RECORDS) BEARS NORTH 69° 29' 08" WEST, 2895.39 FEET; THENCE FROM SAID POINT OF BEGINNING, ON OR ALONG AN EXISTING FENCE LINE, THE FOLLOWING TWO COURSES AND DISTANCES; SOUTH 00° 22' 50" EAST, 101.37 FEET; SOUTH 01° 34' 48" WEST, 162.07 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE NORTH 89° 46' 49" EAST ALONG THE SOUTH BOUNDARY OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 35, A DISTANCE OF 863.91 FEET TO AN EXISTING FENCE LINE; THENCE NORTH 02° 07' 24" EAST, ON OR ALONG SAID FENCE LINE, A DISTANCE OF 34.13 FEET TO THE SOUTHERLY RIGHT OF WAY OF U.S. HIGHWAY 93A; THENCE ALONG THE SOUTHERLY RIGHT OF WAY OF SAID HIGHWAY, IN A NORTHWESTERLY DIRECTION, ALONG A TANGENTIAL CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2325.00 FEET AND A DELTA ANGLE OF 21° 14' 55", A DISTANCE OF 862.25 (CURVE LENGTH) FEET TO A POINT TO TANGENCY; THENCE CONTINUING ALONG THE SOUTHERLY RIGHT OF WAY OF SAID HIGHWAY, NORTH 65° 04' 37" WEST, A DISTANCE OF 33.77 FEET TO THE POINT OF BEGINNING.

W 1/2 Sec 35

This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining or appurtenant to the above-described property.

The Grantor covenants to the Grantee that Grantor is the owner in fee simple of the above-described property; that the above-described property is free from all encumbrances, excepting those of record, and that Grantor will warrant and defend the same from all lawful claims.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 11th day of September, 2008.


ROBERT E. PITTMAN

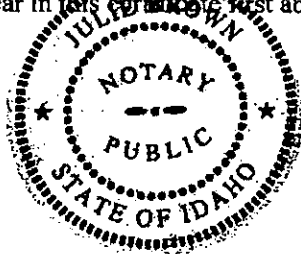
239549

JUDITH S. PITTMAN

STATE OF IDAHO)
) ss.
 County of Blaine)

On this 11th day of September, 2008, before me, the undersigned, a Notary Public, in and for said State, personally appeared ROBERT E. PITTMAN, known or identified to me to on the basis of satisfactory evidence be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



NOTARY PUBLIC FOR IDAHO
 Residing at Boine County, ID
 My Commission Expires 7/9/11

STATE OF IDAHO)
) ss.
 County of _____)

On this _____ day of September, 2008, before me, the undersigned, a Notary Public, in and for said State, personally appeared JUDITH S. PITTMAN, known or identified to me to on the basis of satisfactory evidence be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

NOTARY PUBLIC FOR IDAHO
 Residing at _____
 My Commission Expires _____

239549

Judith S. Pittman
JUDITH S. PITTMAN

STATE OF IDAHO)
) ss.
County of _____)

On this ____ day of September, 2008, before me, the undersigned, a Notary Public, in and for said State, personally appeared ROBERT E. PITTMAN, known or identified to me to on the basis of satisfactory evidence be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

NOTARY PUBLIC FOR IDAHO

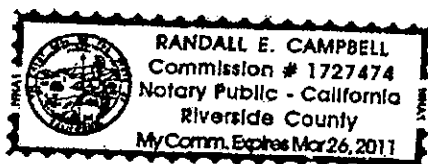
Residing at _____

My Commission Expires _____

CALIF.
STATE OF ~~IDAHO~~)
) ss.
County of RIVERSIDE)

On this 15th day of September, 2008, before me, the undersigned, a Notary Public, in and for said State, personally appeared JUDITH S. PITTMAN, known or identified to me to on the basis of satisfactory evidence be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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



[Signature]
NOTARY PUBLIC FOR IDAHO CALIF.

Residing at WILLOWMAN CA

My Commission Expires 3-26-2011

THIS AGREEMENT MAY BE EXECUTED IN COUNTERPART,
AND AS EXECUTED SHALL CONSTITUTE ONE AGREEMENT.
BONDING ON ALL PARTIES, EVEN THOUGH ALL THE
PARTIES DO NOT SIGN THE ORIGINAL OR THE SAME
COUNTERPART.

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

239551

Custer County Reg. of
Blaine County Title
Time 12:13 P M Date 8-17-08
Barbara C. Breedlove, Clerk
Betsy Slaughter \$ 18.00
Deputy

(Space Above For Recorder's Use)

WARRANTY DEED

For good and valuable consideration, the receipt of which is hereby acknowledged, and as Relinquished Property in an I.R.C. 1031 Tax Deferred Exchange, ROBERT E. PITTMAN and JUDITH S. PITTMAN, husband and wife ("Grantor"), hereby convey, grant and warrant to the FRANCIS P. MAGEE and GRETA M. MAGEE, Trustees of the MAGEE FAMILY TRUST, dated February 21, 2003 ("Grantee"), whose address is P.O. Box 3760, Ketchum, Idaho 83333, and its successors and assigns forever, the following described real property, situated in Custer County, Idaho:

TOWNSHIP 6 NORTH, RANGE 24 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO;

SECTION 1: NORTHWEST QUARTER OF THE NORTHWEST QUARTER
SECTION 2: NORTH HALF OF THE NORTHEAST QUARTER

EXCEPTING THEREFROM:

PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 1 AND PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 6 NORTH, RANGE 24 EAST OF THE BOISE MERIDIAN, CUSTER COUNTY, IDAHO DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS S. 01° 15' 51" E., 262.52 FEET ALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF SAID SECTION 1 AND RUNNING THENCE N. 86° 00' 12" E. 333.29 FEET; THENCE S. 00° 36' 36" E. 1057.61 FEET; THENCE S. 12° 15' 51" W. 331.62 FEET TO THE PROPERTY LINE AS ESTABLISHED AND SHOWN ON RECORD OF SURVEY, INSTRUMENT NO. 0224195; THENCE ALONG SAID PROPERTY LINE THE FOLLOWING TWO COURSES: (1) N. 19° 52' 01" W. 58.34 FEET; THENCE (2) N. 45° 54' 44" W. 319.68 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 2; THENCE S. 89° 34' 51" W. 305.93 FEET ALONG THE SOUTH

WARRANTY DEED - 1

239551

LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER;
THENCE N. 01° 30' 27" W. 448.35 FEET; THENCE N. 09° 44' 13" E. 59.36
FEET; THENCE N. 00° 06' 16" W. 640.75 FEET TO AN EXISTING FENCE
LINE; THENCE ALONG SAID EXISTING FENCE LINE THE FOLLOWING
TWO COURSES: (1) S. 81° 53' 50" E. 262.07 FEET; THENCE (2) S. 07° 35'
08" W. 29.52 FEET; THENCE N. 85° 59' 50" E. 29.50 FEET TO THE POINT
OF BEGINNING.

ALSO EXCEPTING THEREFROM:

PART OF THE WEST HALF OF THE NORTHWEST QUARTER (W1/2 NW1/4)
SECTION 1, TOWNSHIP 6 NORTH, RANGE 24 EAST OF THE BOISE
MERIDIAN, CUSTER COUNTY, IDAHO DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT THAT IS S. 01° 15' 51" E. 222.67 FEET ALONG
THE SECTION LINE AND S. 87° 08' 47" E. 1275.42 FEET FROM THE
NORTHWEST CORNER OF SAID SECTION 1, SAID NORTHWEST CORNER
OF SECTION 1 BEING FOUND A 3" ALUMINUM CAP SET BY ERICKSON
SURVEYING SERVICES, RECORD OF SURVEY, INSTRUMENT NO. 207793
AND ALSO BEING N. 01° 15' 51" W. 5327.51 FEET FROM THE SOUTHWEST
CORNER OF SAID SECTION 1, RUNNING THENCE S. 87° 08' 47" E. 60.16
FEET TO THE EAST LINE OF THE WEST HALF OF THE NORTHWEST
QUARTER (W1/2 NE1/4) ESTABLISHED BY ERICKSON SURVEYING
SERVICES, RECORD OF SURVEY, INSTRUMENT NO. 207793; THENCE S.
01° 17' 39" E. 1043.06 FEET TO A FOUND 5/8" IRON ROD SET BY SAID
ERICKSON SURVEYING SERVICES; THENCE S. 01° 17' 12" E. 1288.11
FEET TO A FOUND 5/8" IRON ROD SET BY SAID ERICKSON SURVEYING
SERVICES AND ALSO BEING THE CORNER OF THE TRACT OF LAND
ESTABLISHED BY RECORD OF SURVEY, INSTRUMENT NO. 0224195;
THENCE ALONG BOUNDARY OF SAID TRACT THE FOLLOWING FIVE (5)
COURSES: (1) S. 89° 46' 19" W. 204.77 FEET TO A FOUND 5/8" IRON ROD
WITH YELLOW CAP MARKED P.L.S. 3577; THENCE (2) S. 86° 20' 15" W.
33.60 FEET TO A FOUND 5/8" IRON ROD WITH YELLOW CAP MARKED
P.L.S. 3577; THENCE (3) N. 44° 53' 40" W. 182.58 FEET TO A FOUND 5/8"
IRON ROD WITH YELLOW CAP MARKED P.L.S. 3577; THENCE (4) N. 27°
28' 51" W. 133.98 FEET TO A FOUND 5/8" IRON ROD WITH YELLOW CAP
MARKED P.L.S. 3577; THENCE (5) N. 21° 23' 42" W. 121.41 FEET; THENCE
N. 09° 44' 19" E. 981.79 FEET; THENCE S. 88° 18' 34" E. 217.64 FEET;
THENCE N. 01° 17' 39" W. 1014.32 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM:

PART OF THE WEST HALF OF THE NORTHWEST QUARTER (W1/2 NW1/4)
SECTION 1, TOWNSHIP 6 NORTH, RANGE 24 EAST OF THE BOISE
MERIDIAN, CUSTER COUNTY, IDAHO, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT THAT IS S. 01° 15' 51" E. 222.67 FEET ALONG THE SECTION
LINE AND S. 87° 08' 47" E. 333.78 FEET FROM THE NORTHWEST CORNER OF SAID
SECTION 1, SAID NORTHWEST CORNER OF SECTION 1 BEING A FOUND 3"

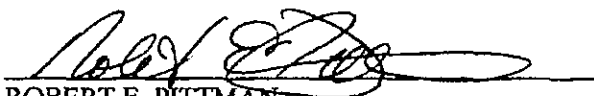
239551

ALUMINUM CAP SET BY ERICKSON SURVEYING SERVICES IN RECORD OF SURVEY, INSTRUMENT NO. 207793 AND ALSO BEING N. 01° 15' 51" W. 5327.51 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 1, AND RUNNING THENCE S. 87° 08' 47" E. 941.64 FEET; THENCE S. 01° 17' 39" E. 1014.32 FEET PARALLEL WITH AND 60.00 FEET PERPENDICULAR TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW1/4 NW1/4) OF SAID SECTION 1 AS ESTABLISHED BY SAID RECORD OF SURVEY, INSTRUMENT NO. 207793; THENCE N. 88° 18' 34" W. 217.64 FEET; THENCE S. 09° 44' 19" W. 981.79 FEET TO THE SOUTH LINE OF THE TRACT OF LAND AS ESTABLISHED BY ERICKSON SURVEYING SERVICES, RECORD OF SURVEY, INSTRUMENT NO. 0224195; THENCE ALONG SAID SOUTH LINE OF THE FOLLOWING SEVEN (7) COURSES: (1) N. 21° 24' 44" W. 94.70 FEET TO A FOUND 5/8" IRON ROD WITH YELLOW AP MARKED P.L.S. 3577; THENCE (2) N. 59° 15' 36" W. 329.25 FEET TO A FOUND 5/8" IRON ROD WITH YELLOW CAP MARKED P.L.S. 3577; THENCE (3) N. 45° 55' 11" W. 168.10 FEET TO A FOUND 5/8" IRON ROD WITH YELLOW CAP MARKED P.L.S. 3577; THENCE (4) N. 62° 22' 00" W. 124.64 FEET TO A FOUND 5/8" IRON ROD WITH YELLOW CAP MARKED P.L.S. 3577; THENCE (5) N. 62° 18' 44" W. 20.65 FEET; THENCE (6) N. 19° 45' 38" W. 44.90 FEET TO A FOUND 5/8" IRON ROD WITH YELLOW CAP MARKED P.L.S. 3577; THENCE (7) N. 19° 45' 38" W. 167.41 FEET; THENCE N. 12° 15' 51" E. 328.97 FEET TO AN EXISTING FENCE LINE; THENCE N. 00° 34' 41" W. 1060.20 FEET ALONG SAID EXISTING FENCE LINE TO THE POINT OF BEGINNING. (The Relinquished Property.)

This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining or appurtenant to the above-described property.

The Grantor covenants to the Grantee that Grantor is the owner in fee simple of the above-described property; that the above-described property is free from all encumbrances, excepting those of record, and that Grantor will warrant and defend the same from all lawful claims.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 11th day of September, 2008.


ROBERT E. PITTMAN

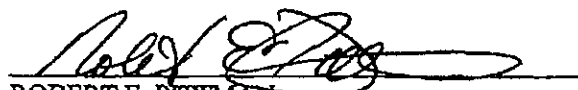
JUDITH S. PITTMAN

ALUMINUM CAP SET BY ERICKSON SURVEYING SERVICES IN RECORD OF SURVEY, INSTRUMENT NO. 207793 AND ALSO BEING N. 01° 15' 51" W. 5327.51 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 1, AND RUNNING THENCE S. 87° 08' 47" E. 941.64 FEET; THENCE S. 01° 17' 39" E. 1014.32 FEET PARALLEL WITH AND 60.00 FEET PERPENDICULAR TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW1/4 NW1/4) OF SAID SECTION 1 AS ESTABLISHED BY SAID RECORD OF SURVEY, INSTRUMENT NO. 207793; THENCE N. 88° 18' 34" W. 217.64 FEET; THENCE S. 09° 44' 19" W. 981.79 FEET TO THE SOUTH LINE OF THE TRACT OF LAND AS ESTABLISHED BY ERICKSON SURVEYING SERVICES, RECORD OF SURVEY, INSTRUMENT NO. 0224195; THENCE ALONG SAID SOUTH LINE OF THE FOLLOWING SEVEN (7) COURSES: (1) N. 21° 24' 44" W. 94.70 FEET TO A FOUND 5/8" IRON ROD WITH YELLOW AP MARKED P.L.S. 3577; THENCE (2) N. 59° 15' 36" W. 329.25 FEET TO A FOUND 5/8" IRON ROD WITH YELLOW CAP MARKED P.L.S. 3577; THENCE (3) N. 45° 55' 11" W. 168.10 FEET TO A FOUND 5/8" IRON ROD WITH YELLOW CAP MARKED P.L.S. 3577; THENCE (4) N. 62° 22' 00" W. 124.64 FEET TO A FOUND 5/8" IRON ROD WITH YELLOW CAP MARKED P.L.S. 3577; THENCE (5) N. 62° 18' 44" W. 20.65 FEET; THENCE (6) N. 19° 45' 38" W. 44.90 FEET TO A FOUND 5/8" IRON ROD WITH YELLOW CAP MARKED P.L.S. 3577; THENCE (7) N. 19° 45' 38" W. 167.41 FEET; THENCE N. 12° 15' 51" E. 328.97 FEET TO AN EXISTING FENCE LINE; THENCE N. 00° 34' 41" W. 1060.20 FEET ALONG SAID EXISTING FENCE LINE TO THE POINT OF BEGINNING. (The Relinquished Property.)

This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining or appurtenant to the above-described property.

The Grantor covenants to the Grantee that Grantor is the owner in fee simple of the above-described property; that the above-described property is free from all encumbrances, excepting those of record, and that Grantor will warrant and defend the same from all lawful claims.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 12 day of September, 2008.


ROBERT E. PITTMAN

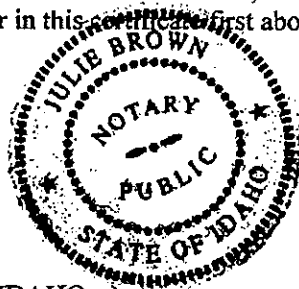

JUDITH S. PITTMAN

239551

STATE OF IDAHO)
) ss.
 County of Blaine)

On this 11th day of September, 2008, before me, the undersigned, a Notary Public, in and for said State, personally appeared ROBERT E. PITTMAN, known or identified to me to on the basis of satisfactory evidence be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



[Signature]
 NOTARY PUBLIC FOR IDAHO
 Residing at Blaine County, ID
 My Commission Expires 7/9/11

STATE OF IDAHO)
) ss.
 County of _____)

On this _____ day of September, 2008, before me, the undersigned, a Notary Public, in and for said State, personally appeared JUDITH S. PITTMAN, known or identified to me to on the basis of satisfactory evidence be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

 NOTARY PUBLIC FOR IDAHO
 Residing at _____
 My Commission Expires _____

239551

STATE OF IDAHO)
) ss.
 County of _____)

On this _____ day of September, 2008, before me, the undersigned, a Notary Public, in and for said State, personally appeared ROBERT E. PITTMAN, known or identified to me to on the basis of satisfactory evidence be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

 NOTARY PUBLIC FOR IDAHO

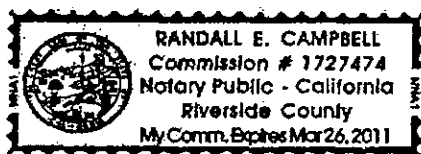
Residing at _____

My Commission Expires _____

CALIF.
 STATE OF ~~IDAHO~~)
) ss.
 County of RIVERSIDE)

On this 12th day of September, 2008, before me, the undersigned, a Notary Public, in and for said State, personally appeared JUDITH S. PITTMAN, known or identified to me to on the basis of satisfactory evidence be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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



[Signature]
 NOTARY PUBLIC FOR IDAHO CA
 Residing at WILDOMAR, CAL
 My Commission Expires 3-26-2011