

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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

RECEIVED
FEB 06 2003

DEPARTMENT OF
WATER RESOURCES

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
PD 34-10102					

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

- The appropriate **FILING FEE**. See instructions for fee amounts.
- 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) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- 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 OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)

L.K. Deichman
Arco, Idaho

4. New Owner/Claimant(s)

City of Arco
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

P.O. Box 196

City, State and ZIP Code

Arco, Id 83213

New Telephone Number

(208) 527-8294

5. Date you acquired the property

4-22-2003

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FEB 01 2006

Department of Water Resources
Eastern Region

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 a 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 _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (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 _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (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) _____

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 QC Date 2-1-06 Fee \$ 25 -
 Receipted by QC Date 2-1-06 Receipt No. E031609
 Processed by _____ AJ Date _____ WR _____ Date _____

IDAHO TITLE & TRUST

COMMITMENT FOR TITLE INSURANCE

PREPARED FOR

PROSECUTING ATTORNEY

ATTN: MR. LARY SISSTON

DATE: FEBRUARY 9, 2004

PROPERTY ADDRESS:

COMMENTS:

CLOSER: **LYLE BOYER**, CLOSER
ARCO OFFICE

JENNIFER LANDON
IDAHO FALLS OFFICE

260 West Grand - P.O. Box 802, Arco, Idaho 83213
Phone (208) 527-8517 Fax (208) 527-3930

Idaho Title & Trust, Inc.

400 Memorial Drive
Idaho Falls, ID 83402

Ph: (208) 522-7895

Fax: (208) 522-7976

Bill To: MR. LARY SISSION
PROSECUTING ATTORNEY
P.O. BOX 736
ARCO, IDAHO 83213

INVOICE 00009334
Date: 02-06-2004

Our Number: 5584LRT
Your Number:

Description	Amount
\$116,000.00 STANDARD OWNER'S POLICY	\$653.00
Total Invoice Amount	\$653.00

Commonwealth Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

Schedule A

1. Effective Date: **February 3, 2004 at 8:00 a.m.** Commitment No. **5584LRT**
2. Policy or policies to be issued:
 - (a) ALTA Owner's Policy 10-17-92 Amount \$ **116,000.00**
Proposed Insured:
CITY OF ARCO
 - (b) ALTA Loan Policy 10-17-92 Amount \$
Proposed Insured:
 - (c) None Amount \$
Proposed Insured:
3. Title to the fee simple estate or interest in the land described or referred to in this Commitment is at the effective date hereof vested in:
GERALD M. McAFFEE and LINDA J. McAFFEE, HUSBAND AND WIFE
4. The land referred to in this Commitment is described as follows:
See Exhibit A attached hereto and made a part hereof.

Idaho Title & Trust

By: *Suzanne Burns*
Authorized Officer of Agent

This commitment is invalid unless the insuring provisions and Schedules B and Cover are attached.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION II (Exceptions)

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession, thereof.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey of the land would disclose, and which are not shown by the public records.
4. Any lien, or right to a lien, imposed by the law, for services, labor, or material heretofore or hereafter furnished, which lien, or right to a lien, is 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) Indian treaty of aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
6. Taxes or assessments which are not now payable or which are not shown as existing liens by the 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. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.
8. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

SPECIAL EXCEPTIONS

1. General Taxes for 2002 and prior years are paid. Taxes for 2003 are one half paid. Taxes for 2004 are now a lien, but not yet due or payable. (Taxes for: 2003 - \$466.30 - RP03N26E010071A)

General Taxes for 2002 and prior years are paid. Taxes for 2003 are one half paid. Taxes for 2004 are now a lien, but not yet due or payable. (Taxes for: 2003 - \$14.18 - RPA1350001009AA)

2. These premises are situated within the boundaries of the BIG LOST RIVER Irrigation District; and are subject to the assessments thereof.
3. All easements and rights-of-way for highways, roads, railroads, ditches, canals, gas, pole, power and transmission lines, as they may exist.
4. Subject to the rights of the Public and the State of Idaho in and to any portion of the subject property which may fall within the boundaries of the State Highway as the same now exists and an easement for the relocation of drainage and irrigation ditches adjacent to said highway.
5. Agreement for Electric Service Irrigation dated July 23, 1996, by and between LOST RIVER ELECTRIC COOPERATIVE, INC., "Seller" and LOREN K and ARDITH DEICHMAN, "Consumer", recorded January 6, 1997 under Instrument No. 30920, records of Butte County, Idaho.

This commitment is invalid unless the insuring provisions and Schedules B and Cover are attached.

SCHEDULE B - SECTION II continued

6. The effects if any, of Warranty Deed dated September 1, 1991, executed by L.K. DEICHMAN and ARDITH DEICHMAN, Husband and Wife to GERALD M. McAFFEE and LINDA J. McAFFEE, Husband and Wife, in which Lot 14, Block 8 Putnam Subdivision, Butte County, Idaho is not excluded as part of legal description, and the signatures of the Grantors are not notarized, only witnessed, recorded April 17, 2003, under Instrument No. 39293, records of Butte County, Idaho.

Exhibit A

A PORTION OF LANDS AS DESCRIBED BY WARRANTY DEED 0039293, BUTTE COUNTY RECORDS OF L.K. DEICHMAN AND ARDITH L. DEICHMAN TO GERALD AND LINDA McAFFEE, RECORDED April 17, 2003.

TOWNSHIP 3 NORTH, RANGE 26, EAST OF THE BOISE MERIDIAN, BUTTE COUNTY, IDAHO.

SECTION 1: A PORTION OF THE NORTHEAST QUARTER MORE PARTICULARLY DESCRIBED AS FOLLOWS AND LOTS 9 AND 10, BLOCK 1, PUTNAM SUBDIVISION TO THE CITY OF ARCO, IDAHO:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 1, MONUMENTED BY A ½" REBAR AND FOLLOWING THE EAST SECTION LINE SOUTH 0°23'58" EAST FOR 355.00 FEET TO A POINT ON THE VACATED CENTERLINE OF AN EAST/WEST STREET OF PUTNAM SUBDIVISION AS RECORDED AND PLATTED, BUTTE COUNTY RECORDS AND THE TRUE POINT OF BEGINNING.

THENCE CONTINUING SOUTH 0°23'58" EAST ALONG THE EAST SECTION LINE FOR 1372.10 FEET.

THENCE LEAVING SAID EAST SECTION LINE SOUTH 72°51'24" WEST FOR 31.33 FEET TO A ½" REBAR AND CAP SET ON THE WEST COUNTY ROAD EASEMENT.

THENCE CONTINUING SOUTH 72°51'24" WEST ALONG AN EXISTING FENCE FOR 286.81 FEET TO A ½" REBAR AND CAP;

THENCE ALONG AN EXISTING FENCE THE FOLLOWING COURSES;

SOUTH 3°38'58" EAST FOR 93.72 FEET TO A ½" REBAR AND CAP;

SOUTH 81°13'26" WEST FOR 178.38 FEET TO A ½" REBAR AND CAP;

SOUTH 3°36'26" EAST FOR 41.03 FEET TO A ½" REBAR AND CAP;

SOUTH 83°29'07" WEST FOR 335.51 FEET TO A ½" REBAR AND CAP;

SOUTH 3°13'16" EAST FOR 150.43 FEET TO A ½" REBAR AND CAP;

SOUTH 82°38'34" WEST FOR 353.64 FEET TO A ½" REBAR AND CAP;

SOUTH 24°18'24" EAST FOR 371.76 FEET TO A ½" REBAR AND CAP ON THE SOUTH LINE OF THE NORTHEAST QUARTER;

THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER SOUTH 89°30'47" WEST FOR 1561.57 FEET TO A POINT ON AN EXISTING NORTH/SOUTH FENCELINE, SAID POINT BEING NORTH 0°05'23" WEST AND 0.79 FEET FROM A 2" IRON PIPE MARKING THE CORNER OF ROLLAND RIVERSIDE SUBDIVISION;

THENCE CONTINUING ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER SOUTH 89°30'47" WEST FOR 63.38 FEET TO A ¾" REBAR MARKING THE TRUE CENTER QUARTER CORNER OF SECTION 1 AS ESTABLISHED BY PROPORTIONATE MEASUREMENT;

THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER NORTH 00°36'43" WEST FOR 369.29 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THE STATE HIGHWAY 26, FEDERAL PROJECT F-2352(2);

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY ALONG A CURVE TO THE LEFT, A RADIAL LINE TO THE CENTER BEARING NORTH 66°54'36" WEST WITH A RADIUS OF 1492.40 FEET, LENGTH OF 202.09 FEET, TANGENT OF 101.20 FEET, DELTA OF 7°45'31" CHORD OF 201.94 FEET AND CHORD BEARING OF NORTH 19°12'38" EAST TO A POINT;

THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY CURVE TO THE LEFT, A RADIAL LINE TO THE CENTER BEARING NORTH 74°40'07" WEST WITH A RADIUS OF 1492.40 FEET, LENGTH OF 196.14 FEET, TANGENT OF 98.21 FEET, DELTA OF 7°31'49", CHORD OF 196.00 FEET AND CHORD BEARING OF NORTH 11°33'58" EAST TO A 3" HIGHWAY RIGHT-OF-WAY BRASS CAP STAMPED PSC 35+10.8;

THENCE NORTH 0°13'15" WEST ALONG THE EAST RIGHT-OF-WAY OF STATE HIGHWAY 26 FOR 408.06 FEET TO A HIGHWAY RIGHT-OF-WAY MONUMENT AT STATION PT 39+10.8;

THENCE CONTINUING NORTH 0°13'15" WEST ALONG SAID EAST HIGHWAY RIGHT-OF-WAY FOR 1008.48 FEET TO THE SOUTH LINE OF LOT 14, BLOCK 8 OF PUTNAM SUBDIVISION, A ½" REBAR FOUND SOUTH 89°46'45" WEST 0.37 FEET FROM THE TRUE CORNER;

THENCE ALONG THE SOUTH BOUNDARY EXTENSION OF SAID LOT 14 NORTH 89°31'35" EAST FOR 300.25 FEET (RECORDED AS 300.00 FEET) TO A ½" REBAR;

THENCE NORTH 0°24'54" EAST FOR 49.73 FEET (RECORDED AS 50.00 FEET) TO A ½" REBAR ON THE SOUTHERLY EXTENSION OF BLOCK 7, PUTNAM SUBDIVISION;

THENCE NORTH 89°28'55" EAST ALONG THE SOUTHERLY EXTENSION OF BLOCK 7 FOR 197.87 FEET (RECORDED AS 198.00 FEET) TO A ½" REBAR AT THE SOUTHEAST CORNER OF LOT 13, BLOCK 7, PUTNAM SUBDIVISION;

THENCE NORTH 0°08'26" WEST ALONG THE EAST BOUNDARY EXTENSION OF LOT 13, BLOCK 7, PUTNAM SUBDIVISION FOR 299.95 FEET (RECORDED AS 300.00 FEET) TO A ½" REBAR ON THE SOUTH RIGHT-OF-WAY LINE OF 2400 NORTH;

THENCE NORTH 89°32'19" EAST ALONG THE SOUTH RIGHT-OF-WAY OF 2400 NORTH FOR 548.90 FEET TO A ½" REBAR AND CAP AT THE NORTHWEST CORNER OF LANDS OF THE CITY OF ARCO;

THENCE SOUTH 0°23'58" EAST ALONG THE EAST BOUNDARY OF LANDS OF THE CITY OF ARCO FOR 400.00 FEET TO A ½" REBAR AND CAP;

THENCE NORTH 89°32'19" EAST ALONG THE SOUTH BOUNDARY OF LANDS OF ARCO FOR 1200.00 FEET TO A ½" REBAR AND CAP;

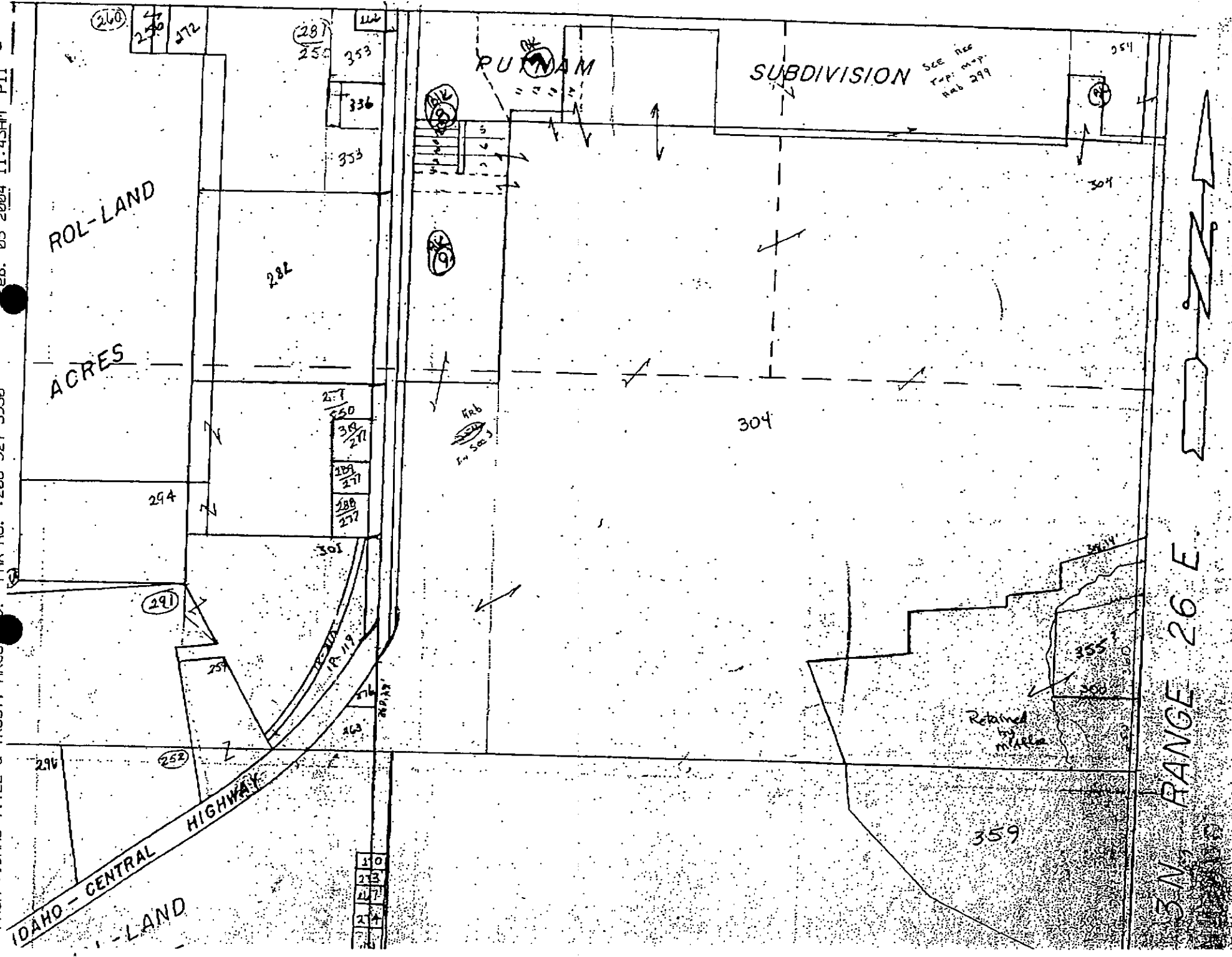
THENCE NORTH 0°23'58" WEST ALONG THE WESTERLY EXTENSION OF BLOCK 1 OF THE PUTNAM SUBDIVISION FOR 250.00 FEET TO A ½" REBAR AND CAP AT THE CENTERLINE OF THE VACATED ALLEY OF BLOCK 1 OF SAID PUTNAM SUBDIVISION;

THENCE NORTH 89°32'19" EAST ALONG THE VACATED ALLEY CENTERLINE FOR 120.00 FEET TO A ½" REBAR AND CAP ON THE EAST EXTENSION OF LOT 10, BLOCK 1, PUTNAM SUBDIVISION;

THENCE SOUTH 0°23'58" EAST ALONG THE EAST LOT 10 BOUNDARY EXTENSION FOR 175.00 FEET TO A ½" REBAR AND CAP ON THE CENTERLINE OF A VACATED EAST/WEST STREET OF THE PUTNAM SUBDIVISION;

THENCE NORTH 89°32'19" EAST ALONG SAID VACATED STREET CENTERLINE 114.50 FEET TO A ½" REBAR AND CAP SET ON THE WEST COUNTY ROAD EASEMENT;

THENCE CONTINUING NORTH 89°32'19" EAST FOR 30.00 FEET TO A POINT ON THE EAST SECTION LINE AND THE TRUE POINT OF BEGINNING.



ISSUED BY
COMMONWEALTH LAND TITLE INSURANCE COMPANY



Commonwealth
A LANDAMERICA COMPANY

COMMITMENT FOR TITLE INSURANCE

Commonwealth Land Title Insurance Company, a Pennsylvania corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate 120 days after the effective date hereof or when the policy or policies committed for shall be issued, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the company.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Commitment to become valid when countersigned by an authorized officer or agent of the Company.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

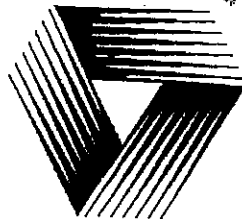
Attest: *Wm. Chadwick Perrine*
Secretary



By: *Janet A. Albert*
President

Conditions and Stipulations

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.



COMMITMENT FOR TITLE INSURANCE

AMERICAN LAND TITLE ASSOCIATION
1966

ISSUED BY
COMMONWEALTH LAND TITLE INSURANCE COMPANY



Commonwealth

A LANDAMERICA COMPANY

Title Insurance Since 1876

HOME OFFICE
101 Gateway Centre Parkway | Gateway One
Richmond, Virginia 23235-5153
1-800-446-7086

B 1004-8

JUL 12 2004

10:20 A.M. P.M.
BUTTE COUNTY RECORDER*Jim Small***WARRANTY DEED**

For Value Received, **Gerald M. McAfee** and **Linda J. McAfee**, husband and wife, as GRANTORS, does hereby grant, bargain, sell, and convey unto the **City of Arco**; a duly organized municipal corporation located in the County of Butte, State of Idaho, as GRANTEE, the following-described real property situated in the County of Butte, State of Idaho:

PARCEL "A"

TOWNSHIP 3 NORTH, RANGE 26 EAST, BOISE MERIDIAN, BUTTE COUNTY, IDAHO.

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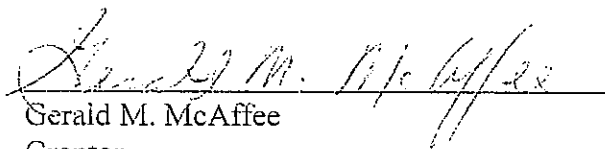
THENCE CONTINUING NORTH 89°32'19" EAST FOR 30.00 FEET TO A POINT ON THE EAST SECTION LINE AND THE TRUE POINT OF BEGINNING.

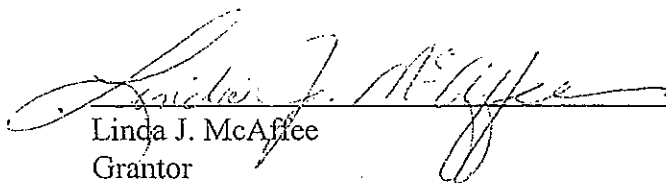
PARCEL "A" CONTAINS 116.13 ACRES AND IS SUBJECT TO A 30.00 FOOT COUNTY ROAD EASEMENT ALONG THE EAST BOUNDARY AND MAY BE SUBJECT TO OTHER EASEMENTS OF RECORD OR THOSE LEGALLY ESTABLISHED.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining, including all water, water rights, ditch and ditch rights.

TO HAVE AND TO HOLD the said real property, with their appurtenances unto the said Grantee, and its heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they, the owners in fee simple of said real property; that said real property is free from all encumbrances except as herein above set forth and that they will warrant and defend the same from all lawful claims whatsoever.

DATED this 5th day of July, 2004.


Gerald M. McAfee
Grantor

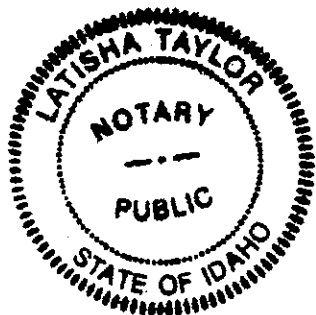

Linda J. McAfee
Grantor

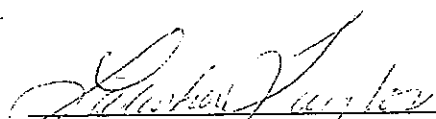
ACKNOWLEDGMENT

STATE OF IDAHO)
 : ss.
COUNTY OF BUTTE)

On this 5th day of July, 2004, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared **Gerald M. McAfee**, known to me or shown to me to 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 first above written.

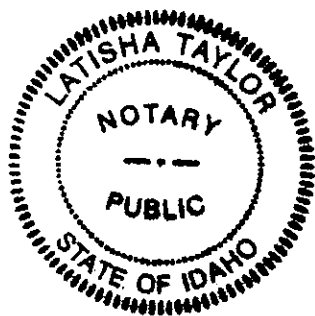


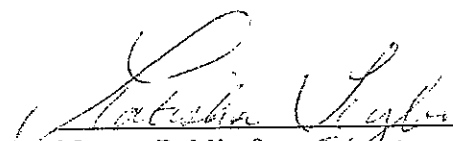

Notary Public for State of Idaho
Residing at: Butte County
My Commission Expires: 2/2/10

STATE OF IDAHO)
 : ss.
COUNTY OF BUTTE)

On this 5th day of July, 2004, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared **Linda J. McAfee**, known to me or shown to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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




Notary Public for State of Idaho
Residing at: Butte Co.
My Commission Expires: 2/2/10

DATE: 14DEC04
PROJECT #: 04160
CLIENT: CITY OF ARCO

CONFLICT AREA SOUTH

A PORTION OF LANDS AS DESCRIBED BY WARRANTY DEED 0041020, BUTTE COUNTY RECORDS OF GERALD M. McAFFEE AND LINDA J. McAFFEE TO THE CITY OF ARCO, IDAHO, RECORDED JULY 12, 2004.

TOWNSHIP 3 NORTH, RANGE 26 EAST, BOISE MERIDIAN, BUTTE COUNTY, IDAHO.

SECTION 1: A PORTION OF THE NORTHEAST QUARTER MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 1, MONUMENTED BY A 5/8" REBAR, CORNER PERPETUATION RECORDED AUGUST 28, 2004 AS INSTRUMENT No. 0039798, BUTTE COUNTY RECORDS AND FOLLOWING THE NORTH SECTION LINE NORTH 89°32'19" EAST FOR 122.09 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF HIGHWAY 26; THENCE SOUTH 0°13'15" EAST ALONG SAID RIGHT-OF-WAY FOR 1796.48 FEET TO A BRASS CAP RIGHT-OF-WAY MARKER AT STATION PSC 35+10.8 60'R; THENCE CONTINUING ALONG SAID HIGHWAY RIGHT-OF-WAY ALONG A CURVE TO THE RIGHT WITH RADIUS OF 1492.40 FEET, LENGTH OF 196.14 FEET, TANGENT OF 98.21 FEET, DELTA OF 7°31'49", CHORD OF 196.00 FEET AND CHORD BEARING SOUTH 11°33'58" WEST TO A 1/2" REBAR; THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 0°05'23" EAST ALONG AN EXISTING FENCE LINE FOR 559.43 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER AND THE TRUE POINT OF BEGINNING.

THENCE NORTH 89°30'47" EAST ALONG SAID SOUTH LINE OF THE NORTHEAST QUARTER FOR 1561.57 FEET TO A 1/2" REBAR ON THE WEST BOUNDARY OF THE REMAINING LANDS OF McAFFEE PER WARRANTY DEED 0040871, RECORDED JUNE 28, 2004;

THENCE NORTH 24°18'24" WEST ALONG SAID WEST BOUNDARY OF McAFFEE FOR 11.37 FEET TO A POINT WHERE THE EXISTING NORTH/SOUTH FENCE LINE INTERSECTS THE EXISTING EAST/WEST FENCE LINE;

THENCE NORTH 89°25'48" WEST ALONG SAID EXISTING EAST/WEST FENCE LINE FOR 591.39 FEET;

THENCE CONTINUING ALONG SAID EXISTING FENCE LINE SOUTH $89^{\circ}49'14''$ WEST FOR 229.21 FEET;

THENCE CONTINUING ALONG SAID EXISTING FENCE LINE SOUTH $89^{\circ}53'57''$ WEST FOR 736.30 FEET TO A POINT ON THE WEST BOUNDARY OF LANDS OF THE CITY OF ARCO;

THENCE SOUTH $0^{\circ}05'23''$ EAST ALONG SAID WEST BOUNDARY FOR 27.50 FEET TO THE TRUE POINT OF BEGINNING.

CONFLICT AREA SOUTH CONTAINS 0.75 ACRES.

CONFLICT AREA WEST

A PORTION OF LANDS AS DESCRIBED BY WARRANTY DEED 0041020, BUTTE COUNTY RECORDS OF GERALD M. McAFFEE AND LINDA J. McAFFEE TO THE CITY OF ARCO, IDAHO, RECORDED JULY 12, 2004.

TOWNSHIP 3 NORTH, RANGE 26 EAST, BOISE MERIDIAN, BUTTE COUNTY, IDAHO.

SECTION 1: A PORTION OF THE NORTHEAST QUARTER MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 1, MONUMENTED BY A 5/8" REBAR, CORNER PERPETUATION RECORDED AUGUST 28, 2003, AS INSTRUMENT No. 0039798, BUTTE COUNTY RECORDS AND FOLLOWING THE NORTH SECTION LINE NORTH 89°32'19" EAST FOR 122.09 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF HIGHWAY 26; THENCE SOUTH 0°13'15" EAST ALONG SAID RIGHT-OF-WAY FOR 1796.48 FEET TO A BRASS CAP RIGHT-OF-WAY MARKER AT STATION PSC 35+10.8 60'R; THENCE CONTINUING ALONG SAID HIGHWAY RIGHT-OF-WAY ALONG A CURVE TO THE RIGHT WITH RADIUS OF 1492.40 FEET, LENGTH OF 196.14 FEET, TANGENT OF 98.21 FEET, DELTA OF 7°31'49", CHORD OF 196.00 FEET AND CHORD BEARING SOUTH 11°33'58" WEST TO A 1/2" REBAR; THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 0°05'23" EAST ALONG AN EXISTING FENCE LINE FOR 559.43 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER AND THE TRUE POINT OF BEGINNING.

THENCE SOUTH 89°30'47" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER FOR 63.38 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER MARKED BY A 5/8" REBAR AND CAP;

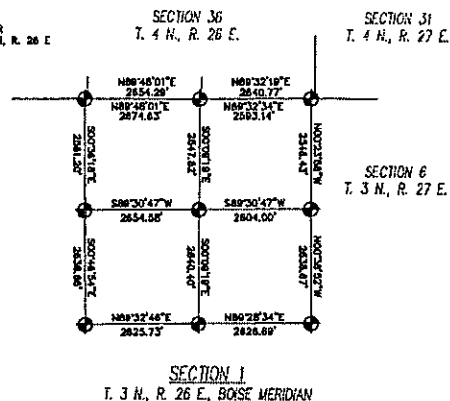
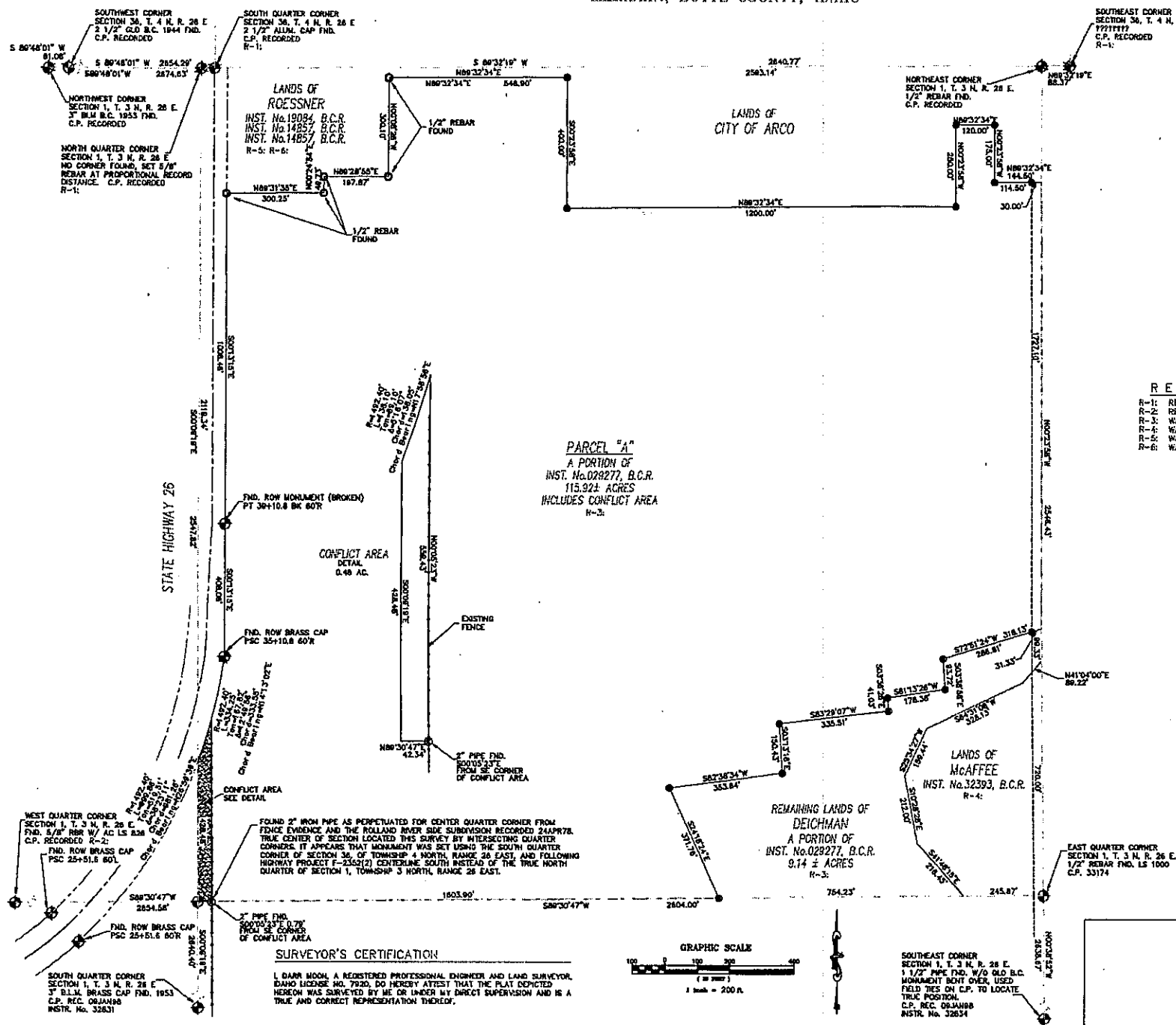
THENCE NORTH 0°36'43" WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER FOR 369.29 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY OF STATE HIGHWAY 26;

THENCE ALONG SAID HIGHWAY RIGHT-OF-WAY ALONG A CURVE TO THE LEFT WITH RADIAL TO THE CENTER BEARING NORTH 66°54'36" WEST WITH RADIUS OF 1492.40 FEET, LENGTH OF 202.09 FEET, TANGENT OF 101.20 FEET, DELTA OF 7°45'31", CHORD OF 201.94 FEET AND CHORD BEARING OF NORTH 19°12'38" EAST TO A 1/2" REBAR AND CAP;

THENCE SOUTH 0°05'23" EAST ALONG AND OLD FENCE LINE FOR 559.43 FEET TO THE TRUE POINT OF BEGINNING.

CONFLICT AREA WEST CONTAINS 0.69 ACRES.

A PORTION OF THE NORTHEAST QUARTER OF SECTION 1
TOWNSHIP 3 NORTH, RANGE 26 EAST, BOISE
MERIDIAN, BUTTE COUNTY, IDAHO



REFERENCES

- R-1: RECORD OF SURVEY MAP, C. IRVING ALLEN, 07/01/96, INST. No. 033504, B.C.R.
R-2: RECORD OF SURVEY MAP, JACK D. YOUNGSTOWN, 24/APR/81, INST. No. 24734, B.C.R.
R-3: WARRANTY DEED, 25/JUN/75, INST. No. 028277, B.C.R.
R-4: WARRANTY DEED, 06/JUN/97, INST. No. 32393, B.C.R.
R-5: WARRANTY DEED, 12/JAN/07, INST. No. 16094, B.C.R.
R-6: WARRANTY DEED, 05/OCT/84, INST. No. 14657, B.C.R.

GPS BASIS OF BEARING

THE BASIS OF BEARINGS OF THIS MAP IS GRID NORTH ON THE IDAHO STATE PLANE COORDINATE SYSTEM OF 1983. CENTRAL ZONE, AS DETERMINED BY GLOBAL POSITIONING SYSTEM METHODS BASED ON N.G.S. POINT 071125. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY DECIMAL FEET.

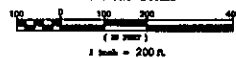
LEGEND

- = 1/2" REBAR WITH L.S. CAP SET
- ⊠ = PK NAIL AS INDICATED
- = REBAR FOUND AS INDICATED
- ⊙ = IRON PIPE AS INDICATED
- ⊕ = SECTION CORNER OR HIGHWAY ROW MARKER FOUND AS INDICATED
- B.C.R. = BUTTE COUNTY RECORDS
- = PROPERTY LINE
- - - = SECTION LINE
- - - = COUNTY ROAD EASEMENT LINE
- - - = HIGHWAY RIGHT-OF-WAY
- - - = HIGHWAY CENTERLINE
- - - = BOUNDARY FENCE

SURVEYOR'S CERTIFICATION

I, DARR MOON, A REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR, IDAHO LICENSE NO. 7920, DO HEREBY ATTEST THAT THE PLAT DEPICTED HEREON WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION AND IS A TRUE AND CORRECT REPRESENTATION THEREOF.

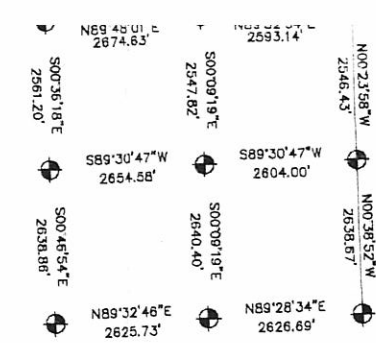
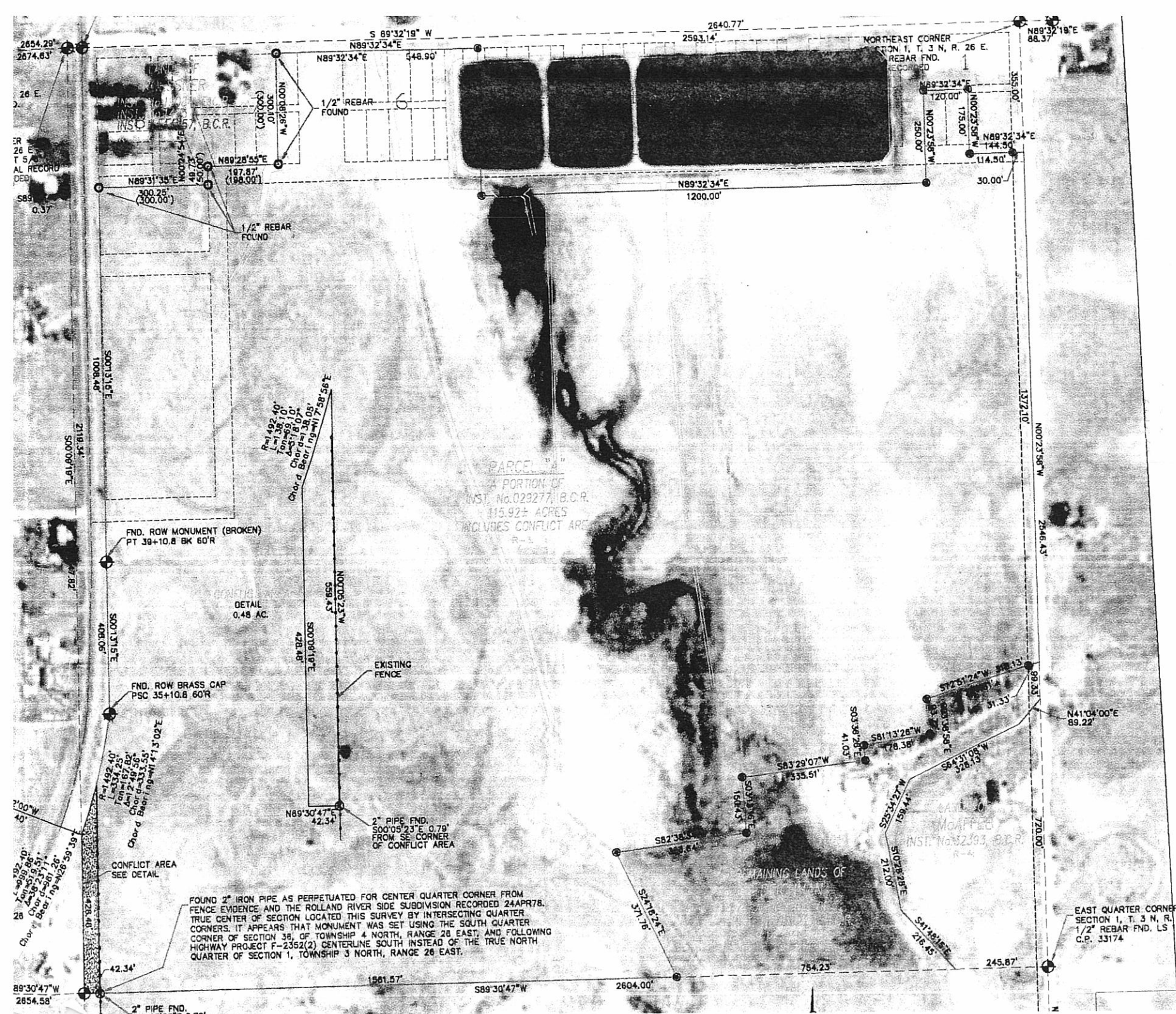
GRAPHIC SCALE



SOUTHEAST CORNER
SECTION 1, T. 3 N., R. 26 E.
1 1/2" PIPE FND. W/O OLD B.C.
MONUMENT BENT OVER, USED
FIELD TIES ON C.P. TO LOCATE
TRUE POSITION.
C.P. REC. 08/JAN/88
INST. No. 32654

LANDS OF L.K. DEICHMAN

DRAWN BY: D.E. MOON	DATE: 07/APR/03
CHECKED BY: C.J. KING	JOB NO.: 03038
DRAWING: ARCO.DWG	
	03201-01-1-B



- ⊙ = 1/2" REBAR WITH L.S. CAP SET
- ⊗ = PK NAIL AS INDICATED
- ⊙ = REBAR FOUND AS INDICATED
- ⊗ = IRON PIPE AS INDICATED
- ⊕ = SECTION CORNER OR HIGHWAY ROW MARKER FOUND AS INDICATED
- B.C.R. = BUTTE COUNTY RECORDS

- PROPERTY LINE
- SECTION LINE
- - - COUNTY ROAD EASEMENT LINE
- - - HIGHWAY RIGHT-OF-WAY
- - - HIGHWAY CENTERLINE
- BOUNDARY FENCE

APR 23 2003

OPTION TO PURCHASE REAL PROPERTY

This Option to Purchase, granted by Gerald M. and Linda J. McAfee, husband and wife, of Arco, Idaho, herein referred to as "OWNER", and the City of Arco, an Idaho municipal corporation, hereinafter referred to as "PURCHASER", made this 22nd day of April, 2003.

AM 3:31 PM
BUTTE COUNTY RECORDER
Tully L. M.

WITNESSETH THAT:

Whereas, PURCHASER desires to purchase a tract of land approximately 116 acres in size for the location of a winter storage pond and site for summer sprinkler application of treated and disinfected wastewater effluent, a necessary and desirable improvement for the City of Arco, and

Whereas, OWNER owns a tract of land that is of sufficient size and in a suitable location to accommodate such PURCHASER's desired uses, said parcel of land been identified as Parcel "A" on the attached survey, being a portion of the Northeast 1/4 of Section 1, Township 3 North, Range 26 East, B.M.,

NOW, THEREFORE, for and in the mutual promises and covenants herein contained, and other good and valuable consideration, OWNER hereby grants to PURCHASER an option to purchase up to 116 acres of the property herein described, the exact boundaries of which will be determined by mutual agreement between the parties upon exercise of said option.

The purchase price shall be the amount of \$1,000 per acre as has been determined by an appraisal of the property by a certified appraiser. The parties hereto will negotiate the total amount of property to be acquired and compensation will be computed based on the \$1,000 per acre value, multiplied by the total amount of acres to be purchased. Such price shall be payable in cash upon the closing of title, and OWNER shall deliver good and merchantable title, by warranty deed, free of liens and encumbrances, except any created by PURCHASER.

Said offer shall be contingent upon the following conditions:

1. PURCHASER receives funding for the wastewater treatment plant improvement project from the Community Development Block Grant and the USDA Rural Development funding programs,
2. The property is determined to be suitable for spray irrigation of treated and properly disinfected wastewater effluent as determined by scientific analysis and subsequent approval from the Idaho Department of Environmental Quality,
3. Existing irrigation equipment on the premises will remain as property of the OWNER, who will remove it from the site within 90 days of the exercise of this option,
4. PURCHASER will make every available effort to ensure that the two existing domestic water wells retained in the possession of the OWNER on lands immediately southeast of the property to be purchased do not become polluted as a result of the improvement project and sprinkler application of treated and disinfected wastewater effluent, and
5. PURCHASER will install an approved livestock retaining fence around all sides of the the parcel to be purchased.

This Option may be exercised at any time by PURCHASER during the term of 12 months from the date of execution of this document, with written notice of the intent to exercise the Option being given not less than 30 nor more than 90 days in advance of the date of exercise of said Option.

If OWNER shall have an opportunity to sell the property herein described to a party other than the PURCHASER during the term of this Option, OWNER shall so notify PURCHASER in writing, and PURCHASER shall have the right of first refusal for a period of 30 days for purchasing said property at and for the price offered by the other party, and if PURCHASER declines to do so, this Option shall then be terminated.

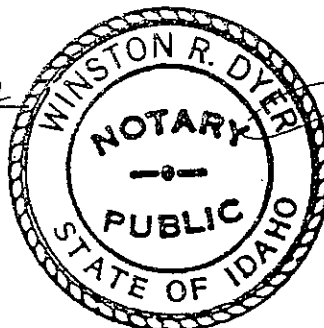
This Option shall also terminate and expire upon the failure of any of the contingent conditions set forth in this Agreement, and shall be of no further force or effect. Upon discovery of the failure of any contingent condition, PURCHASER shall notify OWNER in writing of such failure and of the termination of this Option.

IN WITNESS WHEREOF, the parties hereto have caused this Option to be executed on the date first above written.

OWNER:

By:

Gerald M. McAfee



Linda J. McAfee

STATE OF IDAHO)

: ss.

County of Butte)

On this 22nd day of April, 2003, before me, the undersigned, a Notary Public for Idaho, personally appeared Gerald M. and Linda J. McAfee, known or identified to me to be the owners of the property under consideration, and acknowledged to me that they executed the same.

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

W R Dyer
Notary Public for Idaho
Residing at Rexburg, Idaho
My Commission Expires: 2/3/04

PURCHASER:

By:

Carol Jardine, Mayor

Attest:

Virginia Parsons, City Clerk

Corporate Seal

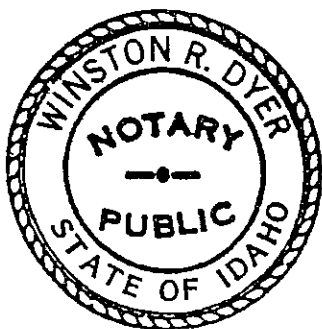
STATE OF IDAHO)

: ss.

County of Butte)

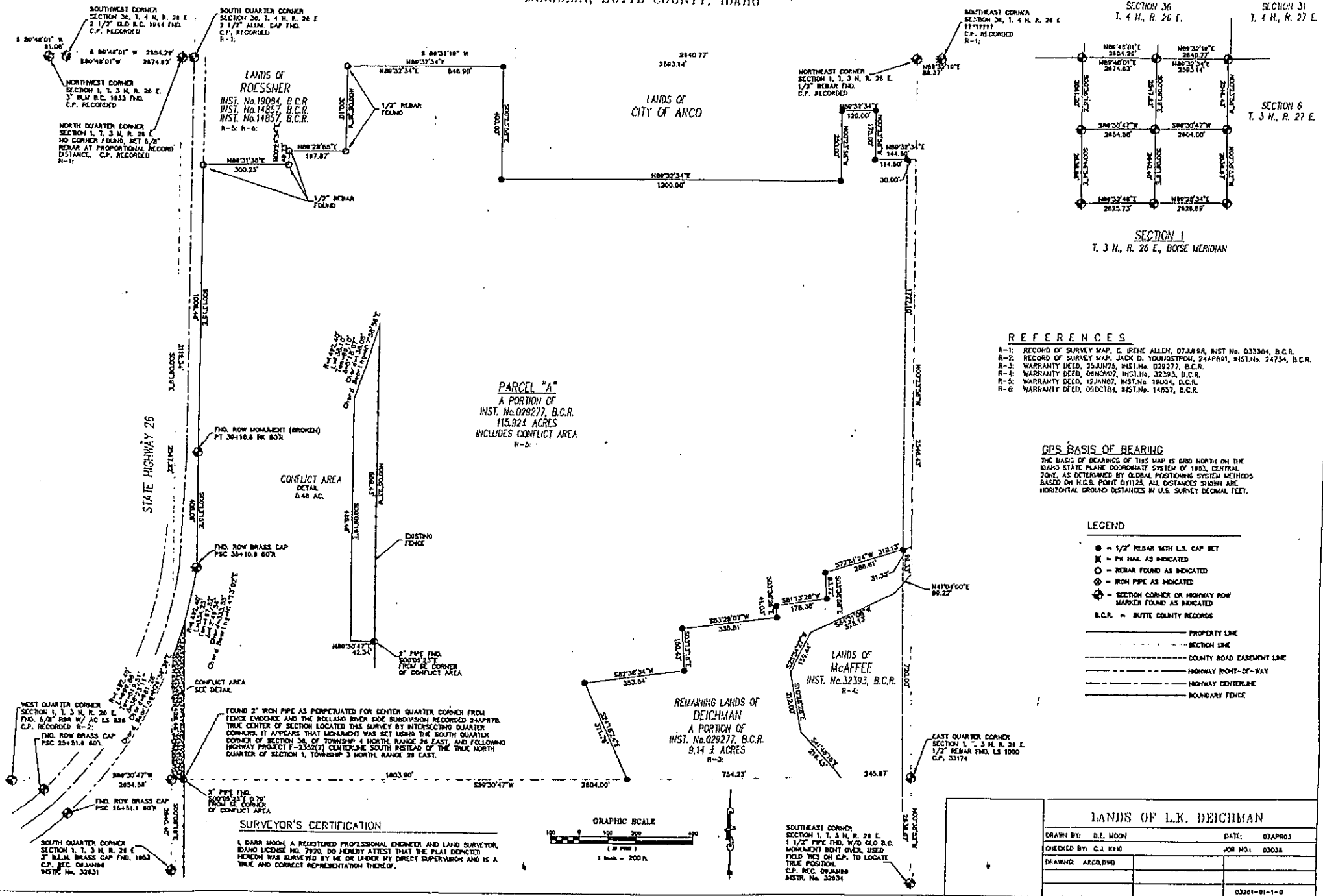
On this 22nd day of April, 2003, before me, the undersigned, a Notary Public for Idaho, personally appeared Carol Jardine, known or identified to me to be the Mayor of the City of Arco, the municipal corporation that executed this instrument, and acknowledged to me that such City executed the same.

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



WR Dyer
Notary Public for Idaho
Residing at Rexburg, Idaho
My Commission Expires: 2/3/04

A PORTION OF THE NORTHEAST QUARTER OF SECTION 1
TOWNSHIP 3 NORTH, RANGE 26 EAST, BOISE
MERIDIAN, BUTTE COUNTY, IDAHO



Purchase Agreement

This Agreement entered into as of the 27th day of February, 2004, by and between the City of Arco, an Idaho municipal corporation ("City" hereafter), and Gerald and Linda McAfee ("Sellers" hereafter) witnesseth:

WHEREAS,

The City owns and operates a domestic wastewater treatment facility adjacent to property currently held by the Sellers, and whereas

The City desires to improve upon the existing wastewater treatment facility and to purchase property belonging to the Sellers for the purpose of constructing, operating, and maintaining a wastewater effluent disposal system consisting of winter storage and summer land application of treated effluent by sprinkler system, and whereas

The Sellers are willing to convey warranted, fee title ownership of the property to the City for the purpose of the City constructing improvements to the existing wastewater treatment facilities and land application effluent disposal system, and whereas

The parties hereto are willing to enter into agreement for the sale of the property and desire to stipulate the provisions and conditions thereof,

NOW, THEREFORE, the parties agree as follows:

1. Sellers will convey to the City, no later than March 5, 2004, a Quit Claim Deed for 116.13 acres of property adjacent to the City's current wastewater treatment facility as described by the attached Exhibit A.

Sellers will convey to the City, no later than April 30, 2004, a Warranty Deed for the same 116.13 acres of property adjacent to the City's current wastewater treatment facility and which is referred to in the previous paragraph. Such Warranty deed is intended to replace the Quit Claim Deed noted above.

The Warranty Deed will specifically correct the title company's concerns with Instrument No. 0039293, recorded April 17, 2003 relating to the transfer of ownership from L. K. and Ardith Deichman to the Sellers. The concerns that must be addressed and satisfied consist of errors in said Instrument with regard to the legal description, transfer of water rights, and notarization of signatures. Additionally, any Warranty Deed issued to address the deficiencies of Instrument No. 0039293 must be legally recognized, including proper probate if necessary, in the matter of Mr. L. K. Deichman's decease and legal authority for Ardith Deichman, his survivor, to sign a new or corrected instrument.

By conveyance of the Warranty Deed, sellers warrant the property to be free from encumbrances or liens of any kind, and that the land is suitable for the purpose of constructing, operating, and maintaining the aforementioned wastewater effluent storage and disposal system.

If the Sellers fail to convey to the City a Warranty Deed no later than April 30, 2004, the City may, at its option, use any of the remedies described in Paragraph 9 below, or employ the services of legal counsel to obtain a deed which will satisfy the title company for insurance purposes. The City, if it chooses to employ the services of legal counsel to obtain an acceptable deed, may deduct the reasonable costs and fees for employing such legal counsel from the agreed upon sale price for the property.

2. Sellers will transfer the water rights currently associated with the property to the City.
3. City will pay to Sellers the sum of \$116,130 to be disbursed as follows:
 - A. \$10,000 to Gerald M. and Linda J. McAfee, payable immediately upon receipt of the Quit Claim Deed described in Paragraph 1 above
 - B. \$29,000 to Gerald M. and Linda J. McAfee, payable immediately upon receipt of the Warranty Deed described in Paragraph 1 above
 - C. \$35,700 to Ardith L. Deichman, payable after receipt of the Warranty Deed described in paragraph 1 above
 - D. \$41,430 payable to Gerald M. and Linda J. McAfee, payable only after January 1, 2005 unless Sellers request earlier payment, in which case it will be payable immediately upon such request; provided in either case that the proper Warranty Deed described in paragraph 1 above has been received by the City
4. City will allow Sellers to salvage any improvements presently on the property such as farm or irrigation equipment, steel or wood fence posts, etc..
5. Sellers will vacate the premises and remove any salvaged items no later than April 12, 2004.
6. City will design, operate, and maintain the adjacent wastewater treatment facility and land application system to be constructed on this property in accordance with standards established by the Idaho Department of Environmental Quality (DEQ). Specifically, sprinkler irrigation of treated wastewater effluent shall not encroach on buffer or clearance zones established by DEQ regulations for appropriate separation from water supply wells, homes, etc..
7. City will fence the property it acquires in a manner to preclude trespass by livestock.
8. In the event the City defaults on this Agreement prior to the transfer of property, Sellers, at their option, may: (i) enforce this Agreement and pursue any and all remedies available at law or in equity, including an action for specific performance and damages, or (ii) agree to enter into a new Purchase Agreement with the City, or (iii) terminate this Agreement and forego any other possible remedies available at law or in equity.
9. In the event the Sellers default on this Agreement prior to the transfer of property, the City, at its option, may: (i) treat this Purchase Agreement as terminated and be entitled to liquidated damages, including costs associated with locating and purchasing other suitable property for the wastewater project and any loss of grant money as a result of Seller's default, or (ii) enforce this Purchase Agreement and pursue any and all remedies available at law or in equity, including an action for specific performance and damages, or (iii) agree to enter into a new Purchase Agreement with the Sellers, or (iv)

terminate this Purchase Agreement and forego any other possible remedies available at law or in equity.

IN WITNESS WHEREOF, the parties hereto have executed this document on the date first above written.

FOR THE CITY

APPROVED

By:

Carol Jardine
Carol Jardine, Mayor

ATTEST

By:

Virginia Parsons
Virginia Parsons, City Clerk

(SEAL)

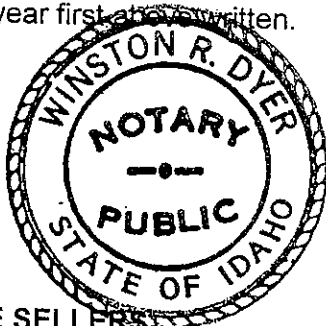
STATE OF IDAHO)

: ss.

County of Butte)

On this 27th day of February, 2004, before me, the undersigned, a Notary Public for Idaho, personally appeared Carol Jardine, known or identified to me to be the Mayor of the City of Arco, the municipal corporation that executed this instrument, and acknowledged to me that such City executed the same.

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



(SEAL)

W.R. Dyer
Notary Public for Idaho
Residing at Rexburg, Idaho
My Commission Expires: 2/3/10

FOR THE SELLERS

By:

Gerald M. McAfee
Gerald McAfee

By:

Linda McAfee
Linda McAfee

STATE OF IDAHO)

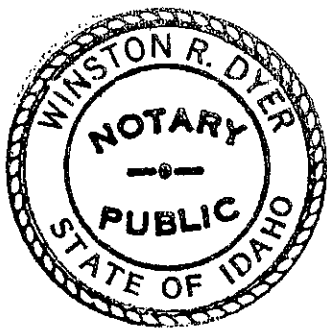
: ss.

County of Butte)

On this 27th day of February, 2004, before me, the undersigned, a Notary Public for Idaho, personally appeared Gerald and Linda McAfee, husband and wife, known or identified to me to be the individuals that executed this instrument, and acknowledged to me that they executed the same.

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

(SEAL)



WR Dyer
Notary Public
Residing at Rexburg, Idaho
My Commission Expires: 2/3/10

EXHIBIT A
Legal Description of Property

A PORTION OF LANDS AS DESCRIBED BY WARRANTY DEED 0039293, BUTTE COUNTY RECORDS OF L.K. DEICHMAN AND ARDITH L. DEICHMAN TO GERALD AND LINDA McAFFEE, RECORDED APRIL 17, 2003.

TOWNSHIP 3 NORTH, RANGE 26 EAST, BOISE MERIDIAN, BUTTE COUNTY, IDAHO.

SECTION 1: A PORTION OF THE NORTHEAST QUARTER MORF PARTICULARLY DESCRIBED AS FOLLOWS AND LOTS 9 AND 10, BLOCK 1, PUTNAM SUBDIVISION TO THE CITY OF ARCO, IDAHO:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 1, MONUMENTED BY A ½" REBAR AND FOLLOWING THE EAST SECTION LINE SOUTH 0°23'58" EAST FOR 355.00 FEET TO A POINT ON THE VACATED CENTERLINE OF AN EAST/WEST STREET OF PUTNAM SUBDIVISION AS RECORDED AND PLATTED, BUTTE COUNTY RECORDS AND THE TRUE POINT OF BEGINNING.

THENCE CONTINUING SOUTH 0°23'58" EAST ALONG THE EAST SECTION LINE FOR 1372.10 FEET;

THENCE LEAVING SAID EAST SECTION LINE SOUTH 72°51'24" WEST FOR 31.33 FEET TO A ½" REBAR AND CAP SET ON THE WEST COUNTY ROAD EASEMENT;

THENCE CONTINUING SOUTH 72°51'24" WEST ALONG AN EXISTING FENCE FOR 286.81 FEET TO A ½" REBAR AND CAP;

THENCE ALONG AN EXISTING FENCE THE FOLLOWING COURSES;

SOUTH 3°38'58" EAST FOR 93.72 FEET TO A ½" REBAR AND CAP;

SOUTH 81°13'26" WEST FOR 178.38 FEET TO A ½" REBAR AND CAP;

SOUTH 3°36'26" EAST FOR 41.03 FEET TO A ½" REBAR AND CAP;

SOUTH 83°29'07" WEST FOR 335.51 FEET TO A ½" REBAR AND CAP;

SOUTH 3°13'16" EAST FOR 150.43 FEET TO A ½" REBAR AND CAP;

SOUTH 82°38'34" WEST FOR 353.64 FEET TO A ½" REBAR AND CAP;

SOUTH 24°18'24" EAST FOR 371.76 FEET TO A ½" REBAR AND CAP ON THE SOUTH LINE OF THE NORTHEAST QUARTER;

THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER SOUTH 89°30'47" WEST FOR 1561.57 FEET TO A POINT ON AN EXISTING NORTH/SOUTH FENCELINE, SAID POINT BEING NORTH 0°05'23" WEST AND 0.79 FEET FROM A 2" IRON PIPE MARKING THE CORNER OF ROLLAND RIVERSIDE SUBDIVISON;

THENCE CONTINUING ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER SOUTH 89°30'47" WEST FOR 63.38 FEET TO A 5/8" REBAR MARKING THE TRUE CENTER QUARTER CORNER OF SECTION 1 AS ESTABLISHED BY PROPORTIONATE MEASUREMENT;

THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER NORTH 00°36'43" WEST FOR 369.29 FEET TO A POINT ON THE EASTERLY BOUNDARY OF STATE HIGHWAY 26, FEDERAL PROJECT F-2352(2);

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY ALONG A CURVE TO THE LEFT, A RADIAL LINE TO THE CENTER BEARING NORTH 66°54'36" WEST WITH RADIUS OF 1492.40 FEET, LENGTH OF 202.09 FEET, TANGENT OF 101.20 FEET, DELTA OF 7°45'31", CHORD OF 201.94 FEET AND CHORD BEARING OF NORTH 19°12'38" EAST TO A POINT;

THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY CURVE TO THE LEFT, A RADIAL LINE TO THE CENTER BEARING NORTH 74°40'07" WEST WITH RADIUS OF 1492.40 FEET, LENGTH OF 196.14 FEET, TANGENT OF 98.21 FEET, DELTA OF 7°31'49", CHORD OF 196.00 FEET AND CHORD BEARING OF NORTH 11°33'58" EAST TO A 3" HIGHWAY RIGHT-OF-WAY BRASS CAP STAMPED PSC 35+10.8;

THENCE NORTH 0°13'15" WEST ALONG THE EAST RIGHT-OF-WAY OF STATE HIGHWAY 26 FOR 408.06 FEET TO A HIGHWAY RIGHT-OF-WAY MONUMENT AT STATION PT 39+10.8;

THENCE CONTINUING NORTH 0°13'15" WEST ALONG SAID EAST HIGHWAY RIGHT-OF-WAY FOR 1008.48 FEET TO THE SOUTH LINE OF LOT 14, BLOCK 8 OF THE PUTNAM SUBDIVISION, A 1/2" REBAR FOUND SOUTH 89°46'45" WEST 0.37 FEET FROM THE TRUE CORNER;

THENCE ALONG THE SOUTH BOUNDARY EXTENSION OF SAID LOT 14 NORTH 89°31'35" EAST FOR 300.25 FEET (RECORDED AS 300.00 FEET) TO A 1/2" REBAR;

THENCE NORTH 0°24'54" EAST FOR 49.73 FEET (RECORDED AS 50.00 FEET) TO A 1/2" REBAR ON THE SOUTHERLY EXTENSION OF BLOCK 7, PUTNAM SUBDIVISION;

THENCE NORTH 89°28'55" EAST ALONG THE SOUTHERLY EXTENSION OF BLOCK 7 FOR 197.87 FEET (RECORDED AS 198.00 FEET) TO A 1/2" REBAR AT THE SOUTHEAST CORNER OF LOT 13, BLOCK 7, PUTNAM SUBDIVISION;

THENCE NORTH 0°08'26" WEST ALONG THE EAST BOUNDARY EXTENSION OF LOT 13, BLOCK 7, PUTNAM SUBDIVISION FOR 299.95 FEET (RECORDED AS 300.00 FEET) TO A 1/2" REBAR ON THE SOUTH RIGHT-OF-WAY LINE OF 2400 NORTH;

THENCE NORTH 89°32'19" EAST ALONG THE SOUTH RIGHT-OF-WAY OF 2400 NORTH FOR 548.90 FEET TO A 1/2" REBAR AND CAP AT THE NORTHWEST CORNER OF LANDS OF THE CITY OF ARCO;

THENCE SOUTH 0°23'58" EAST ALONG THE EAST BOUNDARY OF LANDS OF THE CITY OF ARCO FOR 400.00 FEET TO A 1/2" REBAR AND CAP;

THENCE NORTH 89°32'19" EAST ALONG THE SOUTH BOUNDARY OF LANDS OF ARCO FOR 1200.00 FEET TO A ½" REBAR AND CAP;

THENCE NORTH 0°23'58" WEST ALONG THE WESTERLY EXTENSION OF BLOCK 1 OF THE PUTNAM SUBDIVISION FOR 250.00 FEET TO A ½" REBAR AND CAP AT THE CENTERLINE OF THE VACATED ALLEY OF BLOCK 1 OF SAID PUTNAM SUBDIVISION;

THENCE NORTH 89°32'19" EAST ALONG THE VACATED ALLEY CENTERLINE FOR 120.00 FEET TO A ½" REBAR AND CAP ON THE EAST EXTENSION OF LOT 10, BLOCK 1, PUTNAM SUBDIVISION;

THENCE SOUTH 0°23'58" EAST ALONG THE EAST LOT 10 BOUNDARY EXTENSION FOR 175.00 FEET TO A ½" REBAR AND CAP ON THE CENTERLINE OF A VACATED EAST/WEST STREET OF THE PUTNAM SUBDIVISION;

THENCE NORTH 89°32'19" EAST ALONG SAID VACATED STREET CENTERLINE 114.50 FEET TO A ½" REBAR AND CAP SET ON THE WEST COUNTY ROAD EASEMENT;

THENCE CONTINUING NORTH 89°32'19" EAST FOR 30.00 FEET TO A POINT ON THE EAST SECTION LINE AND THE TRUE POINT OF BEGINNING.

PARCEL CONTAINS 116.13 ACRES AND IS SUBJECT TO A 30.00 FOOT COUNTY ROAD EASEMENT ALONG THE EAST BOUNDARY AND MAY BE SUBJECT TO OTHER EASEMENTS OF RECORD OR THOSE LEGALLY ESTABLISHED.

RECEIVED

NOV 12 2009

DEPARTMENT OF
WATER RESOURCES

Commission Expires: 11-29-2012

WARRANTY DEED

For Value Received

L.K. DEICHMAN and ARDITH A. DEICHMAN, husband and wife

the grantor^s do hereby grant, bargain, sell, and convey unto

18 AB
GERALD M. McAFFEE and LINDA J. McAFFEE, husband and wife

the grantor^s, whose current address is

Route 1, Box 118, Arco, Idaho 83213

the following described premises, to-wit:

A portion of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 1, Township 3 North, Range 26 E.B.M., Butte County, Idaho, described as:
Beginning at a point 250 feet N. of the SE corner of the NE $\frac{1}{4}$ of said Section 1, and running thence W. 300 feet; thence N. 300 feet, more or less, to the center of a meandering slough; thence E. and N. along the center of said slough to a point 360 feet N. of the point of beginning; thence S. 360 feet to the point of beginning.

SUBJECT TO: Reservations in United States Patent, existing and recorded rights-of-way and easements, zoning and building ordinances, and taxes and assessments as prorated between the parties hereto.

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 are the owners in fee simple of said premises; that said premises are free from all incumbrances except as hereinabove set forth and that they will warrant and defend the same from all lawful claims whatsoever.
Dated: August 28, 1986

L.K. Deichman
L.K. DEICHMAN

Ardith A. Deichman
ARDITH A. DEICHMAN

STATE OF Texas, COUNTY OF Butte
On this 28 day of August, 1986,
before me, a notary public in and for said State, personally
appeared

L.K. DEICHMAN and ARDITH A.
DEICHMAN, husband and wife

known to me to be the person^s who SE name^s are
subscribed to the within instrument, and acknowledged to
me that they executed the same.

John Henry John
Notary Public
Residing at Moore, Texas
Comm. Expires 6/22/88

18449

10:22
SEP 2 1986
Leann Watchow

INSTRUMENT NO.

WARRANTY DEED

APR 17 2003

RECORDED

11:00 AM
BUTTE COUNTY RECORDER

Being of sound mind, we L.K. Deichman and Ardith Deichman wish to have this instrument replace the Warranty Deed of Record known to be on file in Butte County as Instrument No. 32393.

Linda J. McAfee

FOR VALUABLE CONSIDERATION RECEIVED L.K. Deichman and Ardith Deichman, husband and wife, do hereby grant, bargain, sell and convey unto Gerald M. McAfee and Linda J. McAfee, husband and wife, with Linda McAfee being the daughter of the above named L.K. Deichman and Ardith Deichman, whose current address is Rt. 1 Box 118, Arco, Idaho, 83213, for the sum of \$10,000 cash (Ten Thousand Dollars and No/100), with \$1,000 (One Thousand Dollars and No/100) to be paid to L.K. and/or Ardith Deichman on or before the 1st day of December beginning in December 1991 and being considered paid in full if contract is kept in December of 2000, the following described real estate situated in Butte County, State of Idaho, to wit:

PARCEL ONE: Lots Nine (9) and Ten (10), Block 1, Putnam Subdivision, to City of Arco, Idaho, according to the official Plat thereof, Butte County Recorders Office.

PARCEL TWO: A portion of the Northeast Quarter (NE 1/4) of Section 1, Township 3 North, Range 26, East Boise Meridian, being the Northeast Quarter (NE 1/4) of said Section 1, EXCEPTING THEREFROM:

EXCEPTION ONE: Block 1 of the above mentioned Putnam Subdivision.

EXCEPTION TWO: That certain land conveyed by the City of Arco, Butte County, Idaho by Deed recorded filling No. 44767, more particularly described as follows: Beginning at the Northwest corner of Block 1 of the aforementioned Putnam Subdivision; thence South 400 feet; thence West 1200 feet; thence North 400 feet; thence East 1200 feet to the real point of beginning.

EXCEPTION THREE: The following described lots within the aforesaid Putnam Subdivision:

Block 7: Lots 3-13, inclusive

Block 8: Lots 1-4, inclusive and

Lots 15-19 inclusive.

EXCEPTION FOUR: All highways and public roads existing and of record in the Butte County Recorder's Office.

Together with all Water and Ditch Rights appurtenant thereto.

It should also be noted that during the term of this contract, Gerald and/or Linda McAfee will maintain Power of Attorney with all decisions made with regard to the above mentioned real estate. Gerald and/or Linda McAfee are responsible for the taxes of said property to the Butte County Treasurer. Any fees and/or decisions involving the Big Lost River Irrigation District or Lost River Electric shall lie solely in its' entirety with Gerald and/or Linda McAfee.

Dated this 1st day of September 1991.

L.K. Deichman 9-01-91
L.K. Deichman Date

Ardith Deichman 09-01-91
Ardith Deichman Date

Gerald M. McAfee 9-01-91
Gerald M. McAfee Date

Linda McAfee 09-01-91
Linda McAfee Date

Deloy Braswell 9-01-91
Deloy Braswell Date
Witness

Kathy Braswell 09-01-91
Kathy Braswell Date
Witness

QUITCLAIM DEED

THIS INDENTURE, made this 27th day of February, 2004, between Gerald M. and Linda J. McAfee, husband and wife, of Arco, County of Butte, State of Idaho, parties of the first part, and the City of Arco, an Idaho municipal corporation, of 132 West Grand Avenue, Arco, County of Butte, State of Idaho, 83213, party of the second part.

WITNESSETH:

That the said parties of the first part, for and in consideration of the sum of \$1.00 and other valuable consideration, lawful money of the United States of America, to them in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, do by these presents remise, release and forever QUITCLAIM unto said party of the second part, and to its heirs and assigns, forever, any and all interest in the following described real estate, situated in Arco, Butte County, State of Idaho, to-wit:

A PORTION OF LANDS AS DESCRIBED BY WARRANTY DEED 0039293, BUTTE COUNTY RECORDS OF L.K. DEICHMAN AND ARDITH L. DEICHMAN TO GERALD AND LINDA McAFEE, RECORDED APRIL 17, 2003.

TOWNSHIP 3 NORTH, RANGE 26 EAST, BOISE MERIDIAN, BUTTE COUNTY, IDAHO.

SECTION 1: A PORTION OF THE NORTHEAST QUARTER MORE PARTICULARLY DESCRIBED AS FOLLOWS, AND LOTS 9 AND 10, BLOCK 1, PUTNAM SUBDIVISION TO THE CITY OF ARCO, IDAHO:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 1, MONUMENTED BY A ½" REBAR AND FOLLOWING THE EAST SECTION LINE SOUTH 0°23'58" EAST FOR 355.00 FEET TO A POINT ON THE VACATED CENTERLINE OF AN EAST/WEST STREET OF PUTNAM SUBDIVISION AS RECORDED AND PLATTED, BUTTE COUNTY RECORDS AND THE TRUE POINT OF BEGINNING.

THENCE CONTINUING SOUTH 0°23'58" EAST ALONG THE EAST SECTION LINE FOR 1372.10 FEET;

THENCE LEAVING SAID EAST SECTION LINE SOUTH 72°51'24" WEST FOR 31.33 FEET TO A ½" REBAR AND CAP SET ON THE WEST COUNTY ROAD EASEMENT;

THENCE CONTINUING SOUTH 72°51'24" WEST ALONG AN EXISTING FENCE FOR 286.81 FEET TO A ½" REBAR AND CAP;

THENCE ALONG AN EXISTING FENCE THE FOLLOWING COURSES;

SOUTH 3°38'58" EAST FOR 93.72 FEET TO A ½" REBAR AND CAP;

SOUTH 81°13'26" WEST FOR 178.38 FEET TO A ½" REBAR AND CAP;

SOUTH 3°36'26" EAST FOR 41.03 FEET TO A ½" REBAR AND CAP;

SOUTH 83°29'07" WEST FOR 335.51 FEET TO A ½" REBAR AND CAP;

SOUTH 3°13'16" EAST FOR 150.43 FEET TO A ½" REBAR AND CAP;

SOUTH 82°38'34" WEST FOR 353.64 FEET TO A ½" REBAR AND CAP;

SOUTH 24°18'24" EAST FOR 371.76 FEET TO A ½" REBAR AND CAP ON THE SOUTH LINE OF THE NORTHEAST QUARTER;

THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER SOUTH 89°30'47" WEST FOR 1561.57 FEET TO A POINT ON AN EXISTING NORTH/SOUTH FENCELINE, SAID POINT BEING NORTH 0°05'23" WEST AND 0.79 FEET FROM A 2" IRON PIPE MARKING THE CORNER OF ROLLAND RIVERSIDE SUBDIVISION;

THENCE CONTINUING ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER SOUTH 89°30'47" WEST FOR 63.38 FEET TO A 5/8" REBAR MARKING THE TRUE CENTER QUARTER CORNER OF SECTION 1 AS ESTABLISHED BY PROPORTIONATE MEASUREMENT;

THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER NORTH 00°36'43" WEST FOR 369.29 FEET TO A POINT ON THE EASTERLY BOUNDARY OF STATE HIGHWAY 26, FEDERAL PROJECT F-2352(2);

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY ALONG A CURVE TO THE LEFT, A RADIAL LINE TO THE CENTER BEARING NORTH 66°54'36" WEST WITH RADIUS OF 1492.40 FEET, LENGTH OF 202.09 FEET, TANGENT OF 101.20 FEET, DELTA OF 7°45'31", CHORD OF 201.94 FEET AND CHORD BEARING OF NORTH 19°12'38" EAST TO A POINT;

THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY CURVE TO THE LEFT, A RADIAL LINE TO THE CENTER BEARING NORTH 74°40'07" WEST WITH RADIUS OF 1492.40 FEET, LENGTH OF 196.14 FEET, TANGENT OF 98.21 FEET, DELTA OF 7°31'49", CHORD OF 196.00 FEET AND CHORD BEARING OF NORTH 11°33'58" EAST TO A 3" HIGHWAY RIGHT-OF-WAY BRASS CAP STAMPED PSC 35+10.8;

THENCE NORTH 0°13'15" WEST ALONG THE EAST RIGHT-OF-WAY OF STATE HIGHWAY 26 FOR 408.06 FEET TO A HIGHWAY RIGHT-OF-WAY MONUMENT AT STATION PT 39+10.8;

THENCE CONTINUING NORTH 0°13'15" WEST ALONG SAID EAST HIGHWAY RIGHT-OF-WAY FOR 1008.48 FEET TO THE SOUTH LINE OF LOT 14, BLOCK 8 OF THE PUTNAM SUBDIVISION, A 1/2" REBAR FOUND SOUTH 89°46'45" WEST 0.37 FEET FROM THE TRUE CORNER;

THENCE ALONG THE SOUTH BOUNDARY EXTENSION OF SAID LOT 14 NORTH 89°31'35" EAST FOR 300.25 FEET (RECORDED AS 300.00 FEET) TO A 1/2" REBAR;

THENCE NORTH 0°24'54" EAST FOR 49.73 FEET (RECORDED AS 50.00 FEET) TO A 1/2" REBAR ON THE SOUTHERLY EXTENSION OF BLOCK 7, PUTNAM SUBDIVISION;

THENCE NORTH 89°28'55" EAST ALONG THE SOUTHERLY EXTENSION OF BLOCK 7 FOR 197.87 FEET (RECORDED AS 198.00 FEET) TO A 1/2" REBAR AT THE SOUTHEAST CORNER OF LOT 13, BLOCK 7, PUTNAM SUBDIVISION;

THENCE NORTH 0°08'26" WEST ALONG THE EAST BOUNDARY EXTENSION OF LOT 13, BLOCK 7, PUTNAM SUBDIVISION FOR 299.95 FEET (RECORDED AS 300.00 FEET) TO A 1/2" REBAR ON THE SOUTH RIGHT-OF-WAY LINE OF 2400 NORTH;

THENCE NORTH 89°32'19" EAST ALONG THE SOUTH RIGHT-OF-WAY OF 2400 NORTH FOR 548.90 FEET TO A 1/2" REBAR AND CAP AT THE NORTHWEST CORNER OF LANDS OF THE CITY OF ARCO;

THENCE SOUTH 0°23'58" EAST ALONG THE EAST BOUNDARY OF LANDS OF THE CITY OF ARCO FOR 400.00 FEET TO A 1/2" REBAR AND CAP;

THENCE NORTH 89°32'19" EAST ALONG THE SOUTH BOUNDARY OF LANDS OF ARCO FOR 1200.00 FEET TO A 1/2" REBAR AND CAP;

THENCE NORTH 0°23'58" WEST ALONG THE WESTERLY EXTENSION OF BLOCK 1 OF THE PUTNAM SUBDIVISION FOR 250.00 FEET TO A 1/2" REBAR AND CAP AT THE CENTERLINE OF THE VACATED ALLEY OF BLOCK 1 OF SAID PUTNAM SUBDIVISION;

THENCE NORTH 89°32'19" EAST ALONG THE VACATED ALLEY CENTERLINE FOR 120.00 FEET TO A 1/2" REBAR AND CAP ON THE EAST EXTENSION OF LOT 10, BLOCK 1, PUTNAM SUBDIVISION;

QUITCLAIM DEED

THENCE SOUTH 0°23'58" EAST ALONG THE EAST LOT 10 BOUNDARY EXTENSION FOR 175.00 FEET TO A ½" REBAR AND CAP ON THE CENTERLINE OF A VACATED EASTWEST STREET OF THE PUTNAM SUBDIVISION;

THENCE NORTH 89°32'19" EAST ALONG SAID VACATED STREET CENTERLINE 114.50 FEET TO A ½" REBAR AND CAP SET ON THE WEST COUNTY ROAD EASEMENT;

THENCE CONTINUING NORTH 89°32'19" EAST FOR 30.00 FEET TO A POINT ON THE EAST SECTION LINE AND THE TRUE POINT OF BEGINNING.

PARCEL CONTAINS 116.13 ACRES AND IS SUBJECT TO A 30.00 FOOT COUNTY ROAD EASEMENT ALONG THE EAST BOUNDARY AND MAY BE SUBJECT TO OTHER EASEMENTS OF RECORD OR THOSE LEGALLY ESTABLISHED.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, and rents, issues and profits thereof;

TO HAVE AND TO HOLD, all singular, the said premises, together with the appurtenances, unto the said party of the second part, and to its heirs and assigns forever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hand and seal the day and year first above written.

Gerald M. McAfee
Linda J. McAfee

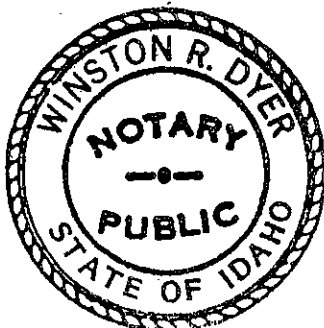
STATE OF IDAHO)

County of Butte) ss

On this 27th day of February, 2004, before me, the undersigned, a Notary Public in and for said state, personally appeared Gerald M. and Linda J. McAfee, husband and wife, known and identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me they executed the same.

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

(SEAL)



WR Dyer
Notary Public
Residing at: *Rexburg, Madison County*
My Commission Expires: *2/3/10*

RECEIVED

DEC 1 2004

DEPARTMENT OF
WATER RESOURCES

(Optional)
 Recorded ☐ Platted ☐ Key Punched ☐ To Treasurer ☐
 Microfilmed ☐ Deed Card ☐ Master File ☐
 Indexed ☐ Compared ☐ Abstracted ☐

(DO NOT WRITE ABOVE THIS LINE)

WARRANTY DEED

HARLAN H. SMITH and DONNA L. SMITH, Husband and Wife,
 of the County of Butte GRANTOR(S)
 hereby CONVEYS, GRANTS and WARRANTS TO State of Idaho

L. K. DEICHMAN and ARDITH L. DEICHMAN, Husband and Wife, GRANTEE(S)
 of the County of Butte State of Idaho
 for the sum of FIFTY THOUSAND AND NO/100----- Dollars (\$50,000.00)

the following described tract(s) of land in Butte County, State of Idaho:

PARCEL ONE: Lots Nine (9) and Ten (10), Block 1, Putnam Subdivision to City of Arco, Idaho, according to the official Plat thereof, Butte County Recorder's Office.

PARCEL TWO: A portion of the Northeast Quarter (NE $\frac{1}{4}$) of Section 1, Township 3 North, Range 26, East Boise Meridian, being the Northeast Quarter (NE $\frac{1}{4}$) of said Section 1, EXCEPTING THEREFROM:

EXCEPTION ONE: Block 1 of the above mentioned Putnam Subdivision.

EXCEPTION TWO: That certain land conveyed by the City of Arco, Butte County, Idaho, by Deed recorded as filing No. 44767, more particularly described as follows: Beginning at the Northwest corner of Block 1 of the aforementioned Putnam Subdivision; thence South 400 feet; thence West 1200 feet; thence North 400 feet; thence East 1200 feet to the real point of beginning.

EXCEPTION THREE: The following described lots within the aforesaid Putnam Subdivision:

Block 7: Lots 3-13, inclusive;

Block 8: Lots 1-4, inclusive, and Lots 15-19, inclusive.

EXCEPTION FOUR: All highways and public roads existing and of record in the Butte County Recorder's Office.

TOGETHER With all Water and Ditch Rights appurtenant thereto.

Location of above described property _____

House No.

Street

WITNESS the hand of said Grantors this _____

31st day of March A.D. 19 74

Harlan H. Smith
 Harlan H. Smith

Donna L. Smith
 Donna L. Smith



State of Idaho
 County of Butte

On the 25th day of June A.D. 19 75

personally appeared before me

HARLAN H. SMITH and DONNA L. SMITH,

the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.

William H. Carlson
 (NOTARY PUBLIC)

Residing at: Arco, Idaho

My Commission expires: 11/1/75

MAIL DEED TO:

L. K. Deichman

Arco, Idaho 83213

MAIL TAX NOTICE TO:

Name L. K. Deichman

Address _____

City & State Arco, Idaho Zip 83213

No. 029277

WARRANTY DEED

HARLAN H. SMITH HUSBAND

DONNA L. SMITH WIFE

—TO—

L. K. DEICHMAN HUSBAND

ARDITH L. DEICHMAN WIFE

Dated JULY 25, 1995

STATE OF IDAHO

County of BUTTE

ss.

I hereby certify that this instrument was

filed for record at request of

ARDITH L. DEICHMAN

at 45 minutes past 3

o'clock P M., this 25TH

of JULY, A.D. 1995

in my office, and duly recorded in Book

of #029277 at page

JUDITH R. BAILEY

Ex-Officio Recorder.

By China [Signature]

Fees \$ 6.00

