

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

RECEIVED

SEP 08 2009

WATER RESOURCES
WESTERN REGION

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 IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
79-10293					
79-10294					

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- 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) or claim(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 on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. 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 or equivalent **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)

ROBERT W. SEWELL, KATHRYN M. SEWELL
~~PO BOX~~ 53535 COBB ROAD MILTON FREE WATER, ID 97862

4. New Owner/Claimant(s)

ROGER W. ALLEN, MARTHA L ALLEN
 SETH J. ALLEN, RAINI M. ALLEN

Name Connector (Check one): ☐ and, ☐ or, ☒ and/or

New Mailing Address

PO BOX 325

City, State and ZIP Code

LUCILE, ID 83542

New Telephone Number

(206) 628-3259 Email:

SUPPORT DATA

IN FILE # 79-10293

5. Date you acquired the property

12-08-06

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 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 (you may copy this page, if 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 will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

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.

7. Signature(s) of New Owner(s) or Claimant(s)

Rene Moller

(title if applicable)

(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:Received by JahDate 9-8-09Received by JahDate 9-8-09Processed by AJDate 9-8-09Receipt Amt. \$25⁰⁰Receipt No. W037864WR JahDate 12-17-09

QUITCLAIM DEED

COPY

THIS QUITCLAIM DEED, Executed this

day of

by first party, ROGER W. and MARTHA L. ALLEN (HUSBAND + WIFE)

whose post office address is P.O. Box 325 LUCILE, ID 83542

to second party, ROGER W. and MARTHA L. ALLEN (HUSBAND + WIFE)
AND SETH J. and RAINI M. ALLEN (HUSBAND + WIFE)

whose post office address is PO BOX 325 LUCILE, ID 83542

WITNESSETH, That the said first party, for good consideration and for the sum of

ONE Dollars (\$1.00) paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Idaho, State of to wit: Idaho

LEGAL DESCRIPTION

T25N R1E SEC 3 90.077 AC
LOT 2 S OF COW CRK, E2SW4 S
OF TRACY CRK, W2NW4SE4,
SE4NW4SE4, SW4SE4 W OF JEEP
TRAIL LESS TAX #'S 14, 54, 56
58 & PART 55 LESS RD

AND

T25N R1E SEC 9 39.883 AC
TAX # 62

SEE EXHIBIT D

SEE EXHIBITS A, B & C
TAX # 58 ALSO KNOWN AS #'S 83 & 84

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Noelle M. Stoker
Witness

Noelle M. Stoker
Witness

Roger W. and Martha L. Allen
First Party
Roger W. and Martha L. Allen
Second Party

State of }
County of }

On _____ before me,
appeared

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Signature Noelle M. Stoker

Affiant Known Produced ID
Type of ID _____

(Seal)

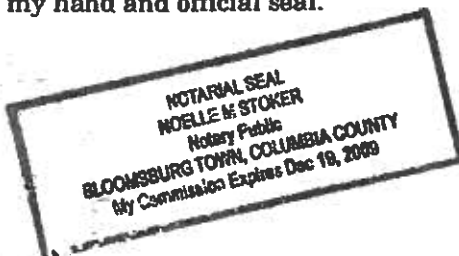


EXHIBIT A

Tax #

14

A parcel of ground situated in the E $\frac{1}{4}$ of Section 3, T 25 N, R 1 E.B.M., Idaho County, Idaho between the center of Cow Creek and the Northeastly edge of the Robert Sewell Ranch roadbed, more particularly described as follows:
Beginning at a point on the centerline of Cow Creek, from which point the NW corner of the SE $\frac{1}{4}$ of said Section 3 (d.h.) bears N67°32'W, 542.52 Feet, and from which point a 6" -bbh- Box Elder tree marked "EEWC" bears North 6.00 feet,
1. Thence N56°26'W, 583.11 feet to said road,
2. Thence S64°48'W, 25.00 feet,
3. Thence S1°32'W, 164.47 feet,
4. Thence S39°58'E, 455.56 feet,
5. Thence S83°12'E, 166.96 feet to a point from which a 2" x 4" Iron Pipe bears N13°49'E, 1.00 feet set at the shoulder of the road.
6. Thence N13°49'E, 228.02 feet to the place of beginning, containing a calculated area of 2.7 acres, more or less, exclusive of road. All bearings being based on the true meridian.

7-18-68 Dennis F. Fry et ux
1-13-77 Justin S. Fry (Clerk)

54

A parcel of land located in the E1/2SW1/4 and the W1/2SE1/4 of Section 3, T24N, R1E, Boise Meridian, Idaho County, Idaho, which is more particularly described as follows: Commencing at the South 1/4 corner of Section 3, a 2"x30" Aluminum pipe with 2 1/2" Aluminum cap marked PLS 5165 1996, thence N01°1325.84' to a 5/8"x30" IR with plastic cap marked PLS 5165, which is on fence line THE TRUE POINT OF BEGINNING.

7/29/96

Justin S. & Lynda D.

Thence N30°41'35"W, 321.02 to a 5/8"x30" IR with plastic cap marked PLS 5165
Thence N29°40'42"E, 286.79' to a 5/8"x30" IR with plastic cap marked PLS 5165
Thence N41°40'42"E, 496.97' to a 5/8"x30" IR with plastic cap marked PLS 5165 which is on a Southerly 20' R.O.W. of 40' road
Thence S79°57'38"E, on said southerly R.O.W., 121.41'
Thence S28°30'00"E, on said southerly R.O.W., 132.10'
Thence S46°41'47"E, on said southerly R.O.W., 92.73'
Thence S26°47'47"E, on said southerly R.O.W., 66.00'
Thence S04°55'36"W, leaving said Southerly R.O.W., 614.41' to a 5/8"x30" IR on fenceline.
Thence S64°59'03"W, on fenceline, 111.49' to a 5/8"x30" IR with plastic cap marked PLS 5165
Thence S81°43'32"W, on fenceline, 80.70' to a 5/8"x30" IR with plastic cap marked PLS 5165
Thence N79°16'52"W, on fenceline, 310.93' to THE TRUE POINT OF BEGINNING.

This parcel contains approximately 10.5933 Acres

56

A parcel of land located in the E1/2SW1/4 and the W1/2SE1/4 of Section 3, T25N, R1E, Boise Meridian, Idaho county, Idaho, which is more particularly described as follows:

5/12/97

Kevin Gene Geer 393025 WD

Commencing at the South 1/4 corner of Section 3, a 2"x30" Aluminum cap with 2 1/2" Aluminum cap marked PLS 5165 1996, Thence N01°49'15"W, 1325.84' to a 5/8"x30" IR with plastic cap marked PLS 5165, which is on fence line THE TRUE POINT OF BEGINNING

Thence S88°05'15"W, on fenceline, 490.13' to a 5/8"x30"IR with plastic cap marked PLS 5165
Thence N89°19'33"W, on fenceline, 582.67' to a 5/8"x30"IR with plastic cap marked PLS 5165
Thence N41°51'18"W, on fenceline, 314.15' to 1/2"x24" IR with plastic cap marked PLS 5165, which is on 1/16 line
Thence N00°06'36"W, on 1/16 line, 457.94' to a 1/2"x24" IR with plastic cap marked PLS 5165, which is at creek,
Thence the following courses which are marked with 1/2" IR with plastic caps to identify creek:
1) N89°43'10"E, 448.74' 2) N58°00'27"E, 322.50' 3) N55°09'56"E, 634.58' to the southerly 20' R.O.W. line of 40' road R.O.W., a 5/8"x30" IR with plastic cap marked PLS 165,
Thence S22°47'51"E, on said southerly R.O.W., 47.89'
Thence S40°57'02"E, on said southerly R.O.W., 267.60'
Thence S34°44'16"E, on said southerly R.O.W., 81.27'
Thence on said southerly R.O.W., on a curve to the left having a delta of 45°13'22", a radius of 100.00', a tangent of 41.65', a length of 78.93', a chord bearing of S57°20'57"E, chord distance of 76.90' to a 5/8"x30" IR with plastic cap marked PLS 5165
Thence S41°40'42"W, leaving said southerly R.O.W., 486.97' to a 5/8"x30" IR with plastic cap which is at wood post
Thence S29°40'42"W, 286.79' to a 5/8"x30" IR with plastic cap marked PLS 5165
Thence S38°41'35"E, 321.02' to THE TRUE POINT OF BEGINNING.

Tax #

EXHIBIT D

83

A parcel of land located in the W1/2SE1/4 of Section 3, T25N, R1E, Boise Meridian, Idaho County, Idaho, which is more particularly described as follows: Commencing at the South 1/4 corner of Section 3, a 2"x30" Alum pipe with 2 1/2" Alum cap marked PLS 5165 1996
 Thence N18°31'19"E, 1398.54' to a 5/8"x30" IR with plastic cap marked PLS 5165, which is at fence corner
 Thence N04°55'36"E, leaving fence, 188.72' to a 5/8"x30" IR with plastic cap marked PLS 5165 THE TRUE POINT OF BEGINNING
 Thence N04°55'36"E, 425.69' to a 5/8"x30" IR with plastic cap marked PLS 5165, which is on Southwesterly 20' ROW of 40' road ROW
 Thence on Southwesterly ROW, the following courses:
 S25°49'50"E, 81.57', S46°22'39", 229.96' to PC of curve
 Thence on said curve to the left having a delta of 52°07'55", a radius of 115.00', a chord bearing of S72°26'36"E, a chord distance of 101.06' to a 5/8"x30" IR with plastic cap marked PLS 5165, which is on PT of curve, thence S64°14'51"W, 371.86' to THE TRUE POINT OF BEGINNING

This parcel contains some 1.2829 acres

5/31/07

Charles B. Crystal ^{MCW} L. Cable
 455 269-279 W09 QCD

84

A parcel of land located in the W1/2SE1/4 of Section 3, T25N, R1E, 8M, Idaho County, Idaho, which is more particularly described as follows: Commencing at the South 1/4 corner of Section 3, a 2"x30" Alum pipe with 2 1/2" Alum cap marked PLS 5165 1996
 Thence N09°45'36"E, 2220.91' to a 5/8"x30" IR with plastic cap marked PLS 5165, which is on Northeasterly 20' ROW of 40' road ROW, THE TRUE POINT OF BEGINNING
 Thence S58°56'54"E, leaving ROW, on fenceline 513.65' to a 5/8"x30" IR with plastic cap marked PLS 5165
 Thence S67°56'44"E, 189.49' to a 5/8"x 30" IR with plastic cap marked PLS 5165, which is at fence corner
 Thence S18°44'34"W, 164.05' to a 5/8"x30" IR with plastic cap marked PLS 5165, which is on Northeasterly 30' ROW of 40' ROW road
 Thence on the Northeasterly ROW the following courses:
 N55°44'53"W, 58.81', S81°29'26"W, 102.49' to PT of a curve
 Thence on a curve to the right with a delta of 52°07'55", a radius of 75.00', a chord bearing of N72°26'36"W, a chord distance of 65.91',
 Thence N46°22'39"W, 222.71'
 Thence N25°49'50"W, 136.68'
 Thence N46°41'47"W, 93.69'
 Thence N28°30'00"W, 128.23' to THE TRUE POINT OF BEGINNING.

This parcel contains approximately 2.268 acres.

5/31/07

Seth James Allen
 455 269-600

Tax #

55

Exhibit C

A parcel of land located in the W2SE4 of Section 3 and the NW4NE4 of Section 10, T25N, R1E, Boise Meridian, Idaho County, Idaho, which is more particularly described as follows: Commencing at the E 1/16 corner common to Sections 3 and 10, a 5/8"x30" IR with Aluminum cap marked E 1/16 PLS 5165 THE TRUE POINT OF BEGINNING; thence North 88°57'11" West, 113.77' to a 5/8"x30" IR with plastic cap marked PLS 5165 at fence corner; thence the following courses on fenceline which are marked by 5/8"x30" IRS with plastic caps marked PLS 5165; 1) South 79°58'19" West, 45.55'; 2) South 53°04'02" West, 94.14'; 3) South 55°59'30" West, 95.84'; 4) South 41°00'39" West, 135.46'; thence North 87°13'43" West, leaving said fenceline, 128.59' to a 5/8"x30" IR with plastic cap marked PLS 5165, which is on Easterly 10' R.O.W. of 20' R.O.W.; thence North 00°48'31" East, on said Easterly 10' R.O.W., 55.74'; thence North 35°20'09" West, on said Easterly 10' R.O.W., 148.78' to intersection with Easterly 20' R.O.W. of 40' road R.O.W.; thence on said Easterly 20' R.O.W. of 40' R.O.W. the following courses: North 27°00'34" East, 36.11' to a point on section line between Sections 3 and 10; thence North 27°00'34" East, 67.90' to PC of curve; thence on curve to left having a delta of 58°55'07", a radius of 120.00', a chord bearing of North 02°26'59" West, a chord distance of 118.03'; thence North 31°54'32" West, 47.63' to PC of a curve; thence on curve to the right having a delta of 63°48'20", a radius of 55.00', a chord bearing of North 00°00'23" West, a chord distance of 58.13'; thence North 31°53'47" East, 56.05'; thence North 11°29'48" East, 36.70' to PC of curve; thence on curve to the left having a delta of 31°07'55", a radius of 165.00', a chord bearing of North 04°04'10" West, a chord distance of 88.56'; thence North 19°38'08" West, 79.54' to PC of curve; thence on a curve to the right having a delta of 98°17'23", a radius of 35.00', a chord bearing of North 29°30'34" East, a chord distance of 52.95'; thence North 78°39'16" East, 69.85'; thence North 52°12'50" East, 53.24' to PC of curve; thence on curve to the left having a delta of 41°06'41", a radius of 110.00', a chord bearing of North 31°39'30" East, a chord distance of 77.25'; thence North 11°06'10" East, 13.67' to PC of curve; thence on curve to the left having a delta of 57°00'32", a radius of 75.00', a chord bearing of North 17°24'07" West, a chord distance of 71.58'; thence North 45°54'24" West, 68.04' to PC of curve; thence on curve to the right having a delta of 39°41'54", a radius of 70.00', a chord bearing of North 26°03'26" West, a chord distance of 47.54'; thence North 06°12'29" West, 22.15' to PC of curve; thence on a curve to the right having a delta of 40°30'20", a radius of 65.00', a chord bearing of North 14°02'41" East, a chord distance of 45.00'; thence North 34°17'51" East, 106.71' to PC of curve; thence on curve to the left having a delta of 41°21'37", a radius of 110.00', a chord bearing of North 13°37'03" East, a chord distance of 77.69' to a 5/8"x30" IR with plastic cap marked PLS 5165, which is at intersection of Easterly R.O.W. with fenceline; thence South 65°04'34" West crossing 40' road, 43.37' to a 5/8"x30" IR with plastic cap marked PLS 5165 which is on the Westerly 20' R.O.W. road; thence leaving fenceline, North 28°15'31" West, 35.68'; North 03°48'51" West, 181.15'; North 35°21'57" West, 54.55'; North 84°25'26" West, 76.48'; South 88°43'55" West, 275.01'; thence North 04°55'36" East, leaving fence, 188.72' to a 5/8"x30" IR with plastic cap marked PLS 5165; thence North 64°14'51" East, 371.86' to a 5/8"x30" IR with plastic cap marked PLS 5165, which is on Southwesterly 20' R.O.W. of 40' road; thence on R.O.W. the following courses: North 81°29'26" East, 86.83'; South 55°44'53" East, 110.19'; South 87°53'36" East, 130.23' to PC of curve; thence on a curve to the right with a delta of 58°05'37", a radius of 15.00', a chord bearing of South 58°50'47" East, and chord distance of 14.57' to PT of curve; thence South 29°48'00" East, 60.02'; thence South 53°18'27" East, crossing 40' R.O.W. road, 40.62' to a 5/8"x30" IR with plastic cap marked PLS 5165 which is at intersection of Easterly R.O.W. with fenceline; thence North 57°17'53" East, on fenceline and leaving R.O.W. 160.91' to a 5/8"x30" IR with plastic cap marked PLS 5165, which is on 1/16 line and 10' past North-South fenceline; thence South 00°03'46" East, on 1/16 line, 443.03' to a 5/8"x30" IR with plastic cap marked PLS 5165; thence leaving 1/16 line, South 29°45'47" West, 33.32' to a 1/2"x24" IR on westerly side of jeep road; thence South 14°22'25" West, 361.02' to a 1/2"x24" IR on westerly side of road; thence South 36°35'29" East, 174.21' to a 1/2"x24" IR on westerly side of road; thence South 30°34'50" West, 204.74' to a 1/2"x24" IR on westerly side of road; thence South 00°11'17" West, 280.86' to a 5/8"x30" IR with plastic cap marked PLS 5165; thence South 28°28'59" East, 227.53' to THE TRUE POINT OF BEGINNING.

This parcel contains some 19.3371 acres less 0.5383 acres in road, for 18.7988 acres, plus 1.3579 acres, for 20.1585 net acres.

8/26/96

Lorinda & Jed A Lowe

Exhibit D

ax#

2

A parcel of land located in the SE1/4 of Sec 9, T25N, R1E, Boise Meridian, Idaho County, Idaho, more particularly described as follows

Commencing at the corner common to sections 9, 10, 15 and 16, a galvanized pipe & cap marked L.S.3627 thence N89°55'38"W, on section line common to sections 9 and 16, 1318.52' to an aluminum pipe and cap marked R.L.S.986, the E1/16 corner, THE TRUE POINT OF BEGINNING

thence N89°56'32"W on section line common to sections 9 and 16, 1319.41 to a galvanized pipe & cap marked L.S.3627, the 1/4 corner

thence N00°00'44"E on 1/4 section line, 1318.10' to a 5/8"x30"IR with Aluminum cap marked PLS 5165 the CS1/16 corner

thence S 89°49'10"E on 1/16 section line, 1319.48 to a 5/8"x30"IR with Aluminum cap marked PLS 5165 the CS1/16 corner

thence S 00°00'53"W on 1/16 section line, 1315.27 TO THE TRUE POINT OF BEGINNING

Said parcel contains some 39.6827 acres.

7/15/98

12/8/06

Robert W & Kathryn M Sewell (H&W)

400912 WD

Roger W & Martha L Allen (H&W) 452371

OWNER'S POLICY OF TITLE INSURANCE

Issued by **Commonwealth Land Title Insurance Company**



Commonwealth Land Title Insurance Company is a member of the LandAmerica family of title insurance underwriters.

POLICY NUMBER
866-0623694
COPY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE. THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Pennsylvania 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, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest:

Secretary



By:

President

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:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) 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:
 - (i) to timely record the instrument of transfer; or
 - (ii) 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:

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.
(i) 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.

(ii) 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.

(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.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

COPY

SCHEDULE A

COPY

Amount of Insurance: \$395,000.00

Policy No. B66-0623694

Premium: \$1,418.75

File No. 19632

Date of Policy: December 8, 2006 @ 11:35 A.M.

1. Name of Insured: ROGER W. ALLEN and MARTHA L. ALLEN
2. The estate or interest in the land which is covered by this policy is: **Fee simple**
3. Title to the estate or interest in the land is vested in:
ROGER W. ALLEN and MARTHA L. ALLEN, husband and wife
4. The land referred to in this policy is described in said instrument, is situated in the County of Idaho, State of Idaho, and is identified as follows:
See SCHEDULE C attached hereto

COPY

COPY

Countersigned:

J. PAUL EIMERS, Authorized Officer or Agent

SCHEDULE B**EXCEPTIONS FROM COVERAGE**

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

GENERAL (STANDARD) EXCEPTIONS

1. Any facts, rights, interest, 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 person 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 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 or aboriginal rights, including, but not limited to, easements or equitable servitudes; or (d) water rights, claims or tide to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public record.
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.

SPECIAL EXCEPTIONS

8. Right of Way Deed, including the terms and conditions thereof, by and between W.A. SEWELL and DELLA SEWELL, his wife and UNITED STATES OF AMERICA, recorded January 17, 1939, under Instrument No. 125474, Book 68 page 167, records of Idaho County, Idaho.
9. Reservations in Deed, including the terms and conditions thereof, by and between THE FEDERAL LAND BANK OF SPOKANE, a corporation and JOHN H. CARREY and PEARL E. CARREY, husband and wife, recorded March 9, 1944, under Instrument No. 144341, Book 73 page 698; and Quitclaim Deed, recorded May 13, 2003, under Instrument No. 0428799; all records of Idaho County, Idaho.
10. Reservation in Warranty Deed, including the terms and conditions thereof, by and between HENRY J. ELFERS and CAPITOLA ELFERS, husband and wife and JOE CAHA, a bachelor and JOSEPH LEROY HELM, a bachelor, recorded March 1, 1948, under Instrument No. 158930, Book 80 page 408, records of Idaho County, Idaho.
11. Easement, including the terms and conditions thereof, by and between UNITED STATES OF AMERICA and COUNTY OF IDAHO, recorded January 16, 1968, under Instrument No. 229342, Book 108 page 55, records of Idaho County, Idaho.
12. Subject to easements in Deed of Gift, including the terms and conditions thereof, by and between WARD A. SEWELL and HATTIE R. SEWELL, husband and wife and ROBERT SEWELL and KATHRYN SEWELL, husband and wife, recorded December 18, 1969, under Instrument No. 236153, records of Idaho County, Idaho.

continued...

SCHEDULE B SPECIAL EXCEPTIONS CONTINUED

13. Mining Lease, including the terms and conditions thereof, by and between GOLDEN COMPLEX ORES, a Wyoming Corporation and ROBERT W. SEWELL and KATHRYN M. SEWELL, husband and wife, recorded April 24, 1972, under Instrument No. 244763; and Corrective Mining Lease, recorded May 10, 1972, under Instrument No. 244959; and re-recorded June 1, 1972, under Instrument No. 245211; all records of Idaho County, Idaho.
14. Easement Agreement, including the terms and conditions thereof, by and between ROBERT W. SEWELL and KATHRYN M. SEWELL, husband and wife and RIGGINS T.V. CABLE CO., INC., an Idaho corporation, recorded March 4, 1974, under Instrument No. 253008, records of Idaho County, Idaho.
15. Right of Way Easement, including the terms and conditions thereof, by and between ROBERT W. SEWELL and KATHRYN M. SEWELL and IDAHO COUNTY LIGHT & POWER CO-OPERATIVE INC., a corporation, recorded June 28, 1984, under Instrument No. 313828, records of Idaho County, Idaho.
16. Easements as described in Warranty Deed, including the terms and conditions thereof, by and between ROBERT SEWELL, a/k/a ROBERT W. SEWELL and KATHRYN SEWELL, a/k/a KATHRYN M. SEWELL, husband and wife, and CHARLES R. FULMORE and DONA M. FULMORE, husband and wife and REGINALD D. RICE and SHIRLEY RICE, husband and wife, recorded January 20, 1994, under Instrument No. 372491, records of Idaho County, Idaho.
17. Easements as described in Warranty Deed, including the terms and conditions thereof, by and between ROBERT SEWELL, a/k/a ROBERT W. SEWELL and KATHRYN SEWELL, a/k/a KATHRYN M. SEWELL, husband and wife and JUSTIN S. MANN and LYNDIA D. MANN, husband and wife, recorded July 29, 1996, under Instrument No. 388063, records of Idaho County, Idaho.
18. Easements as described in Warranty Deed, including the terms and conditions thereof, by and between ROBERT SEWELL, a/k/a ROBERT W. SEWELL and KATHRYN SEWELL, a/k/a KATHRYN M. SEWELL, husband and wife and LORINDA LOWE and JED A. LOWE, single persons, recorded August 26, 1996, under Instrument No. 388658, records of Idaho County, Idaho.
19. Matters as shown on Survey No. S-1219, recorded November 18, 1996, under Instrument No. 389730; and Survey No. S-1533, recorded August 20, 1998, under Instrument No. 401567; all records of Idaho County, Idaho.
20. Easements as described in Warranty Deed, including the terms and conditions thereof, by and between ROBERT SEWELL, a/k/a ROBERT W. SEWELL and KATHRYN SEWELL, a/k/a KATHRYN M. SEWELL, husband and wife and SETH J. ALLEN and VALERIE R. ALLEN, husband and wife, recorded April 10, 1997, under Instrument No. 392586, records of Idaho County, Idaho.

continued...

SCHEDULE B SPECIAL EXCEPTIONS CONTINUED

21. Easements as described in Warranty Deed, including the terms and conditions thereof, by and between ROBERT SEWELL, a/k/a ROBERT W. SEWELL and KATHRYN SEWELL, a/k/a KATHRYN M. SEWELL, husband and wife and KEVIN GENE GREER, a single man, recorded May 12, 1997, under Instrument No. 393025, records of Idaho County, Idaho.
22. Subject to easement in Warranty Deed, including the terms and conditions thereof, by and between ROBERT SEWELL, a/k/a ROBERT W. SEWELL and KATHRYN SEWELL, a/k/a KATHRYN M. SEWELL, husband and wife and MELVIN C. GILL and MARGARET L. GILL, husband and wife, recorded July 15, 1998, under Instrument No. 400912, records of Idaho County, Idaho.
23. Road Right of Way Easement, including the terms and conditions thereof, recorded December 16, 1999, under Instrument No. 0409738; Amended Road Right-of-Way Easement, including the terms and conditions thereof, recorded December 8, 2006, under Instrument No.452370; all records of Idaho County, Idaho.
24. Financing Statements, Seed and Farm Laborers Liens against crops which may be filed in the office of the Secretary of State.
25. Rights and easements in favor of the public for recreational uses of the Cow Creek.
26. Any adverse claims based on the assertion that the location of the Cow Creek has moved subsequent to its adoption as a title boundary.
27. Subject to Cow Creek Road as the same now exists.
28. Subject to Sewell Road as the same now exists.
29. Mortgage to secure an indebtedness of the amount herein stated, and any other obligations secured thereby, records of Idaho County, Idaho,
Amount: \$35,000.00
Dated: December 6, 2006
Recorded: December 8, 2006
Instrument No.:452372
Mortgagor: ROGER W. ALLEN and MARTHA L. ALLEN, husband and wife
Mortgagee: ROBERT W. SEWELL and KATHRYN M. SEWELL, husband and wife

END OF SCHEDULE B

keg

SCHEDULE C

Township 25 North, Range 1 East, Boise Meridian, Idaho County, Idaho
 Section 3: Government Lot 2, South of Cow Creek, W~~N~~W~~N~~SE~~N~~,
 SE~~N~~W~~N~~SE~~N~~, E~~N~~SW~~N~~ South of Tracy Creek, SW~~N~~SE~~N~~ LESS that
 part of the SW~~N~~SE~~N~~ which lies East of the West side of
 the Jeep Trail shown from a survey recorded October 18,
 1996 as Instrument No. 389730, records of Idaho County,
 Idaho, more particularly described as follows:

Beginning at the East 1/16 corner common to Sections 3
 and 10, said Township and Range, the True Point of
 Beginning;
 thence N 28°28'59" W, 227.53 feet to a 5/8"x30" IR;
 thence N 00°11'17" E, 280.86 feet to a 1/2"x18" IR;
 thence N 30°34'50" E, 204.74 feet to a 1/2"x18" IR;
 thence N 36°35'29" W, 174.21 feet to a 1/2"x18" IR;
 thence N 14°22'25" E, 361.02 feet to a 1/2"x18" IR;
 thence N 29°25'47" E, 33.32 feet to an aluminum cap on
 the East 1/16 line;
 thence S 00°03'46" E, 1175.73 feet to the True Point of
 Beginning.

LESS: Beginning at a point on the centerline of Cow Creek, from
 which point the C1/4 corner of said Section 3 bears N
 67°32' W, 542.52 feet and from which point a 6"dbh Box
 Elder tree marked "FEWC" bears North 6.00 feet;
 thence N 56°26' W, 583.11 feet to the Sewell Road;
 thence S 64°48' W, 25.00 feet;
 thence S 01°32' W, 164.47 feet;
 thence S 39°58' E, 455.56 feet;
 thence S 83°12' E, 166.96 feet to a point from which a
 2"x4' iron pipe set at the shoulder of the road bears N
 13°49' E, 1.00 foot;
 thence N 13°49' E, 228.02 feet to the Point of Beginning.
 Sometimes known as Assessors Tax No. 14.

ALSO LESS: A parcel of land located in the E~~N~~SW~~N~~ and the W~~N~~SE~~N~~ of
 said Section 3, more particularly described as follows:

Commencing at the South ~~N~~ corner of Section 3, a 2"x30"
 aluminum pipe with a 2~~N~~" aluminum cap marked PLS 5165
 1996;
 thence N 01°49'15" W, 1325.84 feet to a 5/8"x30" IR with
 plastic cap marked PLS 5165, which is on fence line, the
 True Point of Beginning;
 thence N 38°41'35" W, 321.02 feet to a 5/8"x30" IR with
 plastic cap marked PLS 5165;
 thence N 29°40'42" E, 286.79 feet to a 5/8"x30" IR with
 plastic cap marked PLS 5165;

continued...

SCHEDULE C CONTINUED

thence N 41°40'42" E, 486.97 feet to a 5/8"x30" IR with plastic cap marked PLS 5165, which is on southerly 20 foot right of way of 40 foot road;
 thence S 79°57'38" E on said southerly right of way, 121.41 feet;
 thence S 28°30'00" E on said southerly right of way, 132.10 feet;
 thence S 46°41'47" E on said southerly right of way, 92.73 feet;
 thence S 25°49'50" E on said southerly right of way, 55.00 feet;
 thence S 04°55'36" W leaving said southerly right of way, 614.41 feet to a 5/8"x30" IR on fenceline;
 thence S 64°59'03" W on fenceline, 111.49 feet to a 5/8"x30" IR with plastic cap marked PLS 5165;
 thence S 81°43'32" W on fenceline, 80.70 feet to a 5/8"x30" IR with plastic cap marked PLS 5165;
 thence N 79°16'52" W on fenceline, 310.93 feet to the True Point of Beginning.
 Sometimes known as Assessors Tax No. 54.

ALSO LESS:

A parcel of land located in the E½SW¼ and the W½SE¼ of said Section 3, more particularly described as follows:

Commencing at the South ¼ corner of Section 3, a 2"x30" aluminum cap with 2½" aluminum cap marked PLS 5165 1996;
 thence N 01°49'15" W, 1325.84 feet to a 5/8"x30" IR with plastic cap marked PLS 5165, which is on fence line, the True Point of Beginning;
 thence S 88°05'16" W on fenceline, 490.13 feet to a 5/8"x30" IR with plastic cap marked PLS 5165;
 thence N 89°19'33" W on fenceline, 582.67 feet to a 5/8"x30" IR with plastic cap marked PLS 5165;
 thence N 41°51'18" W on fenceline, 314.15 feet to a 1/2"x24" IR with plastic cap marked PLS 5165, which is on 1/16 line;
 thence N 00°06'36" W on 1/16 line, 457.94 feet to a 1/2"x24" IR with plastic cap marked PLS 5165, which is at creek;
 thence the following courses which are marked with ¾" IR with plastic caps to identify creek:
 N 89°43'10" E, 448.74 feet;
 N 58°00'27" E, 322.50 feet;
 N 55°09'56" E, 634.58 feet to the southerly 20 foot right of way line of 40 foot road right of way, a 5/8"x30" IR with plastic cap marked PLS 5165;
 thence S 22°47'51" E on said southerly right of way, 47.89 feet;
 thence S 40°57'02" E on said southerly right of way, 267.60 feet;
 thence S 34°44'16" E on said southerly right of way, 81.27 feet;

continued...

SCHEDULE C CONTINUED

thence on said southerly right of way on a curve to the left having a delta of $45^{\circ}13'22''$, a radius of 100.00 feet, a tangent of 41.65 feet, a length of 78.93 feet, a chord bearing of $S\ 57^{\circ}20'57''\ E$, a chord distance of 76.90 feet to a $5/8$ "x30" IR with plastic cap marked PLS 5165; thence $S\ 41^{\circ}40'42''\ W$ leaving said southerly right of way, 486.97 feet to a $5/8$ "x30" IR with plastic cap which is at wood post; thence $S\ 29^{\circ}40'42''\ W$, 286.79 feet to a $5/8$ "x30" IR with plastic cap marked PLS 5165; thence $S\ 38^{\circ}41'35''\ E$, 321.02 feet to the True Point of Beginning.
Sometimes known as Assessors Tax No. 56.

ALSO LESS: A parcel of land located in the $W\frac{1}{2}SE\frac{1}{4}$ of said Section 3, more particularly described as follows:

Commencing at the South $\frac{1}{4}$ corner of said Section 3, a 2"x30" aluminum pipe with a $2\frac{1}{2}$ " aluminum cap marked PLS 5165 1996; thence $N\ 18^{\circ}31'19''\ E$, 1398.54 feet to a $5/8$ "x30" IR with plastic cap marked PLS 5165, which is at fence corner; thence $N\ 04^{\circ}55'36''\ E$, leaving fence, 188.72 feet to a $5/8$ "x30" IR with plastic cap marked PLS 5165, the True Point of Beginning; thence $N\ 04^{\circ}55'36''\ E$, 425.69 feet to a $5/8$ "x30" IR with plastic cap marked PLS 5165, which is on southwesterly 20 foot right of way of 40 foot road right of way; thence on southwesterly right of way the following courses:
 $S\ 25^{\circ}49'50''\ E$, 81.57 feet;
 $S\ 46^{\circ}22'39''\ E$, 229.96 feet to PC of curve; thence on said curve to the left having a delta of $52^{\circ}07'55''$, a radius of 115.00 feet, a chord bearing of $S\ 72^{\circ}26'36''\ E$, a chord distance of 101.06 feet to a $5/8$ "x30" IR with plastic cap marked PLS 5165, which is on PT of curve; thence $S\ 64^{\circ}14'51''\ W$, 371.86 feet to the True Point of Beginning.

ALSO a parcel of land located in the $W\frac{1}{2}SE\frac{1}{4}$ of said Section 3, more particularly described as follows:

Commencing at the South $\frac{1}{4}$ corner of Section 3, a 2"x30" aluminum pipe with $2\frac{1}{2}$ " aluminum cap marked PLS 5165 1996; thence $N\ 09^{\circ}45'36''\ E$, 2220.91 feet to a $5/8$ "x30" IR with plastic cap marked PLS 5165, which is on northeasterly 20 foot right of way of 40 foot right of way, the True Point of Beginning;

SCHEDULE C CONTINUED

thence S 58°56'54" E leaving right of way on fenceline, 513.65 feet to a 5/8"x30" IR with plastic cap marked PLS 5165;

thence S 67°56'44" E, 189.49 feet to a 5/8"x30" IR with plastic cap marked PLS 5165, which is at fence corner;

thence S 18°44'34" W, 164.05 feet to a 5/8"x30" IR with plastic cap marked PLS 5165, which is on northeasterly 20 foot right of way of 40 foot right of way road;

thence on the northeasterly right of way the following courses:

N 55°44'53" W, 58.81 feet;

S 81°29'26" W, 102.49 feet to PT of curve;

thence on a curve to the right with a delta of 52°07'55", a radius of 75.00 feet, a chord bearing of N 72°26'36" W, a chord distance of 65.91 feet;

thence N 46°22'39" W, 222.71 feet;

thence N 25°49'50" W, 136.68 feet;

thence N 46°41'47" W, 93.69 feet;

thence N 28°30'00" W, 128.23 feet to the True Point of Beginning.

Sometimes known as Assessors Tax No. 58.

ALSO LESS:

A parcel of land located in the W½SE¼ of said Section 3, more particularly described as follows:

Commencing at the East 1/16 corner common to Sections 3 and 10, said Township and Range, a 5/8"x30" IR with 2" aluminum cap marked E 1/16 PLS 5165, the True Point of Beginning;

thence N 88°57'11" W, 113.77 feet to a 5/8"x30" IR with plastic cap marked PLS 5165 at fence corner;

thence the following courses on fence line which are marked by 5/8"x30" IRs with plastic caps marked PLS 5165:

S 79°58'19" W, 45.55 feet;

S 53°04'02" W, 94.14 feet;

S 55°59'30" W, 95.84 feet;

S 41°00'39" W, 135.46 feet;

thence N 87°13'43" W leaving said fenceline, 128.59 feet to a 5/8"x30" IR with plastic cap marked PLS 5165, which is on easterly 10 foot right of way of 20 foot road right of way;

thence N 00°48'31" E on said easterly 10 foot right of way, 55.74 feet;

thence N 35°20'09" W on said easterly 10 foot right of way, 148.78 feet to intersection with easterly 20 foot right of way of 40 foot right of way road;

thence on said easterly 20 foot right of way of 40 foot right of way the following courses:

N 27°00'34" E, 36.11 feet to a point on section line between Sections 3 and 10;

thence N 27°00'34" E, 67.90 feet to PC of curve;

continued...

SCHEDULE C CONTINUED

thence on curve to left having a delta of 58°55'07", a radius of 120.00 feet, a chord bearing of N 02°26'59" W, a chord distance of 118.03 feet;
thence N 31°54'32" W, 47.63 feet to PC of a curve;
thence on curve to the right having a delta of 63°48'20", a radius of 55.00 feet, a chord bearing of N 00°00'23" W, a chord distance of 58.13 feet;
thence N 31°53'47" E, 56.05 feet;
thence N 11°29'48" E, 36.70 feet to PC of curve;
thence on curve to the left having a delta of 31°07'55", a radius of 165.00 feet, a chord bearing of N 04°04'10" W, a chord distance of 88.56 feet;
thence N 19°38'08" W, 79.54 feet to PC of curve;
thence on a curve to the right having a delta of 98°17'23", a radius of 35.00 feet, a chord bearing of N 29°30'34" E, a chord distance of 52.95 feet;
thence N 78°39'16" E, 69.85 feet;
thence N 52°12'50" E, 53.24 feet to PC of curve;
thence on curve to the left having a delta of 41°06'41", a radius of 110.00 feet, a chord bearing of N 31°39'30" E, a chord distance of 77.25 feet;
thence N 11°06'10" E, 13.67 feet to PC of curve;
thence on curve to the left having a delta of 57°00'32", a radius of 75.00 feet, a chord bearing of N 17°24'07" W, a chord distance of 71.58 feet;
thence N 45°54'24" W, 68.04 feet to PC of curve;
thence on curve to the right having a delta of 39°41'54", a radius of 70.00 feet, a chord bearing of N 26°03'26" W, a chord distance of 47.54 feet;
thence N 06°12'29" W, 22.15 feet to PC of curve;
thence on a curve to the right having a delta of 40°30'20", a radius of 65.00 feet, a chord bearing of N 14°02'41" E, a chord distance of 45.00 feet;
thence N 34°17'51" E, 106.71 feet to PC of curve;
thence on curve to the left having a delta of 41°21'37", a radius of 110.00 feet, a chord bearing of N 13°37'03" E, a chord distance of 77.69 feet to a 5/8"x30" IR with plastic cap marked PLS 5165, which is at intersection of easterly right of way with fenceline;
thence S 65°04'34" W crossing 40 foot road, 43.37 feet to a 5/8"x30" IR with plastic cap marked PLS 5165 which is on the westerly 20 foot right of way road;
thence leaving fenceline, N 28°15'31" W, 35.68 feet;
N 03°48'51" W, 181.15 feet;
N 35°21'57" W, 54.55 feet;
N 84°25'26" W, 76.48 feet;
S 88°43'55" W, 275.01 feet;
thence N 04°55'36" E leaving fence, 188.72 feet to a 5/8"x30" IR with plastic cap marked PLS 5165;
thence N 64°14'51" E, 371.86 feet to a 5/8"x30" IR with plastic cap marked PLS 5165, which is on southwesterly 20 foot right of way of 40 foot road;

continued...

SCHEDULE C CONTINUED

thence on right of way the following courses:

N 81°29'26" E, 86.83 feet;

S 55°44'53" E, 110.19 feet;

S 87°53'36" E, 130.23 feet to PC of curve;

thence on a curve to the right with a delta of 58°05'37", a radius of 15.00 feet, a chord bearing of S 58°50'47" E, and a chord distance of 14.57 feet to PT of curve;

thence S 29°48'00" E, 60.02 feet;

thence S 53°18'27" E, crossing 40 foot right of way road, 40.62 feet to a 5/8"x30" IR with plastic cap marked PLS 5165 which is at intersection of easterly right of way with fenceline;

thence N 57°17'53" E, on fenceline and leaving right of way, 160.91 feet to a 5/8"x30" IR with plastic cap marked PLS 5165, which is on 1/16 line and 10 feet past North-South fenceline;

thence S 00°03'46" E, on 1/16 line, 443.03 feet to a 5/8"x30" IR with plastic cap marked PLS 5165;

thence leaving 1/16 line, S 29°45'47" W, 33.32 feet to a 1/2"x24" IR on westerly side of Jeep Road;

thence S 14°22'25" W, 361.02 feet to a 1/2"x24" IR on westerly side of road;

thence S 36°35'29" E, 174.21 feet to a 1/2"x24" IR on westerly side of road;

thence S 30°34'50" W, 204.74 feet to a 1/2"x24" IR on westerly side of road;

thence S 00°11'17" W, 280.86 feet to a 5/8"x30" IR with plastic cap marked PLS 5165;

thence S 28°28'59" E, 227.53 feet to the True Point of Beginning.

Sometimes known as Assessors Tax No. 55.

Section 9: A parcel of land being the SW $\frac{1}{4}$ SE $\frac{1}{4}$, more particularly described as follows:

Commencing at the corner common to Sections 9, 10, 15 and 16, said Township and Range, a galvanized pipe and cap marked L.S. 3627;

thence N 89°55'38" W on section line common to said Sections 9 and 16, 1318.52 feet to an aluminum pipe and cap marked R.L.S. 986, the East 1/16 corner, the True Point of Beginning;

thence N 89°56'32" W on section line common to Sections 9 and 16, 1319.41 feet to a galvanized pipe and cap marked L.S. 3627, the $\frac{1}{4}$ corner;

thence N 00°00'44" E on $\frac{1}{4}$ section line, 1318.10 feet to a 5/8"x30" IR with aluminum cap marked PLS 5165 the CS 1/16 corner;

thence S 89°49'10" E on 1/16 section line, 1319.48 feet to a 5/8"x30" IR with aluminum cap marked PLS 5165 the SE 1/16 corner;

thence S 00°00'53" W on 1/16 section line, 1315.27 feet to the True Point of Beginning.

Sometimes known as Assessors Tax No. 62.