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MAY 16 2009
Department of Water Resources
Eastern Region

**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.

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
<u>34-13738.</u>	<u>7"</u>	☐	_____	_____	☐
_____	_____	☐	_____	_____	☐
_____	_____	☐	_____	_____	☐
_____	_____	☐	_____	_____	☐
_____	_____	☐	_____	_____	☐

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Department of Water Resources

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 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) Steve & Terri Pritchett
4. New Owner/Claimant(s) 5395 010 Chilly Rd Mackay ID 832
CHARLES F NANNI
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 3536 W. 3900 N
- City, State and ZIP Code MACKAY ID 83251
- New Telephone Number () _____
5. Date you acquired the property 7/3/02

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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) Charles Hanno By Terri Pritchett
(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 <u>GC</u>	Date <u>6-30-05</u>	Fee <u>\$85-</u>	
Received by <u>GC</u>	Date <u>6-30-05</u>	Receipt No. <u>E 031013</u>	
Processed by _____	AJ Date _____	WR _____	Date _____

WATER RIGHT NO. 34-13738
As Modified by Transfer No. 69785

In accordance with the approval of Transfer No. 69785, Water Right No. 34-13738 is now described as follows.

Right Holder: STEVE L PRITCHETT AND
 TERRI L PRITCHETT
 5395 OLD CHILLY RD
 MACKAY ID 83251

Still in our name

need to go to Hanni

Priority Date: 09/05/1961

Source: GROUND WATER

BENEFICIAL USE
 IRRIGATION

From To
 04/01 to 10/31

Diversion Rate
 0.08 CFS
 0.08 CFS

Volume
 24.5 AF
 24.5 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER

SESE Sec. 18 Twp 06N Rge 26E CUSTER County

PLACE OF USE: IRRIGATION

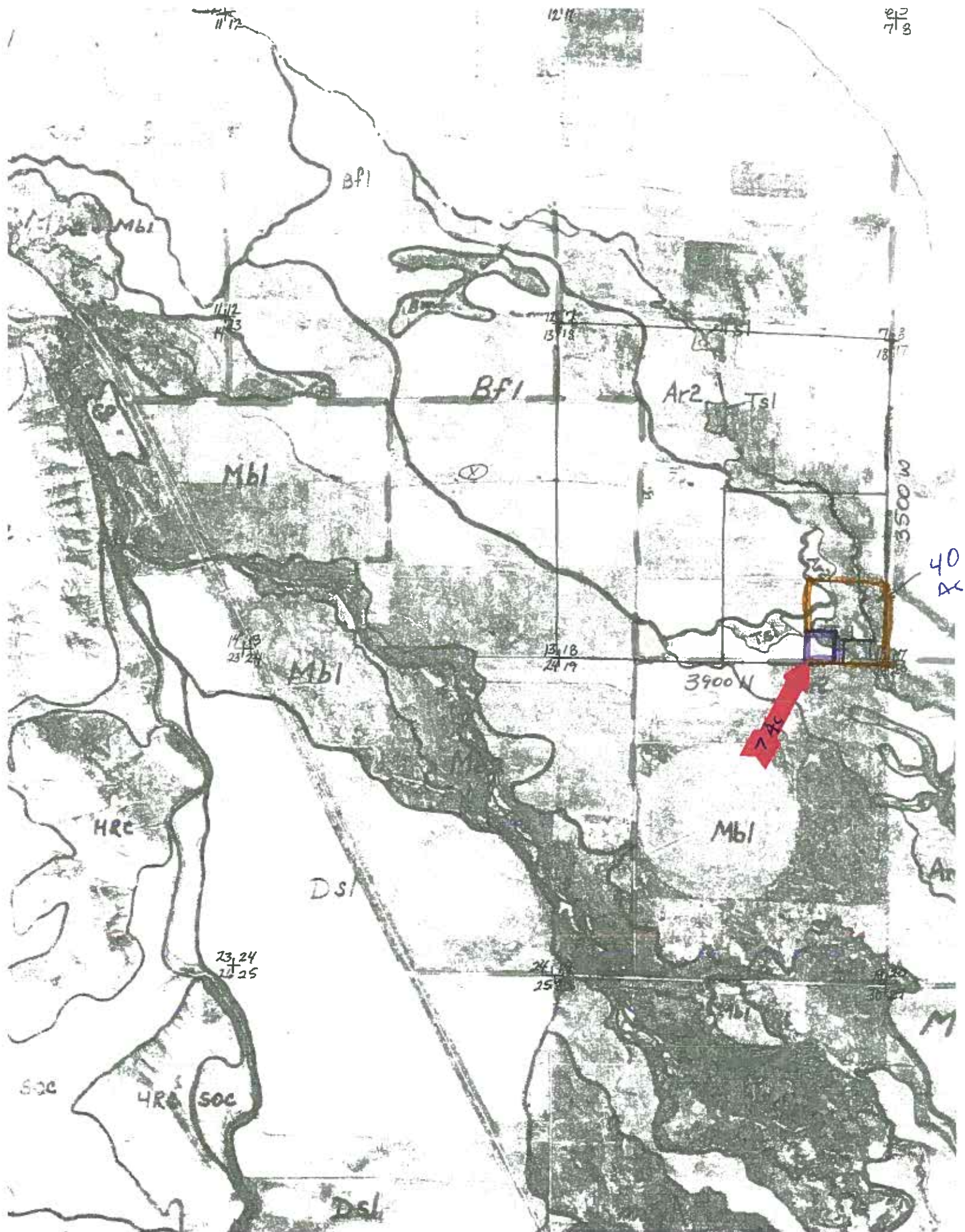
Twp Rge Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
06N 26E 18																7.0	7.0

Total Acres: 7

CONDITIONS OF APPROVAL

1. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
2. Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 34, Big Lost River.
3. The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion.
4. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.
5. The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.

This water right is associated w/ the 7Ac parcel located in the SW corner of the 40 Ac parcel (Not owned By Stien) *See 10/1/20*



for water right #
34-13738

Naturally I would not
have a copy of his
warrenty deed But
what I have enclosed
shows proof of sale
& legal to match
water right.

From Steve & Tekke
Pritchett

To Charles Hammi



FIRST AMERICAN TITLE COMPANY
of East Idaho • Trust Account

American Title Company
1000 Judicial Street/P.O. Box 580
Blackfoot, Idaho 83221
85-0320 Fax (208)785-6276

TRANSMITTAL SHEET

Including Cover Sheet: 2

TIME: _____

Terri P.

Teresa

38-2420

initial & send back

papers.

Thanks!

36080

Buyer/Borrower: Charles F. Hanni

Seller: Steve Pritchett and Terri Pritchett

Property: 3536 West 3900 North/Mackay

Date: 07/03/02

Check Amount: \$3,985.00

Pay To: Trail Creek Realty

For: Commissions

Commission \$4,485.00 <=> Less deposit retained \$500.00

Order No.: B45789

Bank Code: FSB-BLK Responsible Party: Teresa

If you have any problems receiving this message or have any questions regarding our transmittal please contact us at (208)785-0320.

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT		B. TYPE OF LOAN:				
		1. ☐ FHA	2. ☐ FmHA	3. ☐ CONV. UNINS.	4. ☐ VA	5. ☐ CONV. INS.
		6. FILE NUMBER: B45789			7. LOAN NUMBER:	
		8. MORTGAGE INS CASE NUMBER:				
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.						
D. NAME AND ADDRESS OF BORROWER: Charles F. Hanni 4131 N. 4100 W. Mackay, ID 83251		E. NAME AND ADDRESS OF SELLER: Steve L. Pritchett Terri L. Pritchett		F. NAME AND ADDRESS OF LENDER: Idaho State Federal Credit Union		
G. PROPERTY LOCATION: 3536 West 3900 North Mackay, ID 83251 Custer County, Idaho Custer Crty, ID		H. SETTLEMENT AGENT: 82-0298378 First American Title Company PLACE OF SETTLEMENT 156 West Judicial Street/P.O. Box 580 Blackfoot, Idaho 83221			I. SETTLEMENT DATE: July 3, 2002	
J. SUMMARY OF BORROWER'S TRANSACTION				K. SUMMARY OF SELLER'S TRANSACTION		
100. GROSS AMOUNT DUE FROM BORROWER:				400. GROSS AMOUNT DUE TO SELLER:		
101. Contract Sales Price				401. Contract Sales Price 69,000.00		
102. Personal Property				402. Personal Property		
103. Settlement Charges to Borrower (Line 1400)				403. Personal Property		
104.				404.		
105.				405.		
<i>Adjustments For Items Paid By Seller in advance</i>				<i>Adjustments For Items Paid By Seller in advance</i>		
106. City/Town Taxes to				406. City/Town Taxes to		
107. County Taxes to				407. County Taxes to		
108. Assessments to				408. Assessments to		
109.				409.		
110.				410.		
111.				411.		
112.				412.		
120. GROSS AMOUNT DUE FROM BORROWER				420. GROSS AMOUNT DUE TO SELLER 69,000.00		
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:				500. REDUCTIONS IN AMOUNT DUE TO SELLER:		
201.				501. Excess Deposit (See Instructions)		
202. Principal Amount of New Loan(s)				502. Settlement Charges to Seller (Line 1400) 4,580.87		
203. Existing loan(s) taken subject to				503. Existing loan(s) taken subject to		
204.				504. Payoff of first Mortgage to Farm Bureau Finance 60,782.95		
205.				505. Payoff of second Mortgage		
206.				506. Deposit retained by broker 600.00		
207.				507.		
208.				508.		
209.				509.		
<i>Adjustments For Items Unpaid By Seller</i>				<i>Adjustments For Items Unpaid By Seller</i>		
210. City/Town Taxes to				510. City/Town Taxes to		
211. County Taxes to				511. County Taxes 01/01/02 to 07/03/02 662.81		
212. Assessments to				512. Assessments to		
213.				513.		
214.				514.		
215.				515.		
216.				516.		
217.				517.		
218.				518.		
219.				519.		
220. TOTAL PAID BY/FOR BORROWER				520. TOTAL REDUCTION AMOUNT DUE SELLER 66,536.63		
300. CASH AT SETTLEMENT FROM/TO BORROWER:				600. CASH AT SETTLEMENT TO/FROM SELLER:		
301. Gross Amount Due From Borrower (Line 120)				601. Gross Amount Due To Seller (Line 420) 69,000.00		
302. Less Amount Paid By/FOR Borrower (Line 220)				602. Less Reductions Due Seller (Line 520) 66,536.63		
303. CASH (X FROM) (TO) BORROWER				603. CASH (X TO) (FROM) SELLER 2,463.37		

SCHEDULE A

Order No.: B45789

Reference No.:

1. Commitment Date: **June 7, 2002** at **07:30 PM**
2. Policy (or Policies) to be issued:
- | | Policy Amount | Premium Amount |
|--|---------------------|-------------------------------|
| (a) Owner's Policy (Std Own Policy (10/17/92) Form 1402-92) | \$ 69,000.00 | \$ 379.37 |
| Proposed Insured: | | w/ credit of \$117.13 applied |
| Charles F. Hanni | | |
| Endorsements: | | |
| (b) Loan Policy (Extd Loan Policy (10/17/92) Form 1056-92) | \$ 59,000.00 | \$ 213.45 |
| Proposed Insured: | | No credits applicable |
| Idaho State Federal Credit Union, its successors and/or assigns as their respective interests may appear. | | |
| Endorsements: 100/116/8.1 | | \$ 50.00 |
| (c) () | | |
| Proposed Insured: | | |

Endorsements:

3. A fee simple interest in the land described in this Commitment is owned, at the Commitment Date, by:

Steve L. Pritchett and Terri L. Pritchett, husband and wife

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

A parcel of land located in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 18, Township 6 North, Range 26 E.B.M., Custer County, Idaho, more particularly described as follows: Beginning at the SW corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 18, thence E. along the southerly boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, approximately 554 feet; thence N. approximately 553 feet; thence West to the W. boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ approximately 553 feet; thence South along the W. boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 18, approximately 553 feet to the point of beginning, EXCEPT county road.

According to the County Assessor's office, the above described property is commonly known as:

3536 West 3900 North, Mackay, Idaho 83251

**VALID ONLY IF SCHEDULE B AND
COVER ARE ATTACHED**

ALTA Plain Language Commitment
Form No.: 1344-A (1982)
(B45789.PFD/B45789/7)

CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section 2 may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section 1 are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section 1

or

eliminate with our written consent any Exceptions shown in
Schedule B - Section 2.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

The First American Corporation

First American Title Company

Privacy Policy

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- * Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- * Information about your transactions with us, our affiliated companies, or others; and
- * Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions on the other side of this page 1.

This Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.



First American Title Insurance Company

BY *Gary L. Keruett* PRESIDENT

ATTEST *Mark A. Arnesen* SECRETARY

BY *John D. Ard* COUNTERSIGNED



The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.

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SCHEDULE B-2 — Exceptions	4
CONDITIONS	other side of 1

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, please contact the issuing office.



First American Title

156 West Judicial Street/P.O. Box 580 • Blackfoot, Idaho 83221

Phone (208)785-0320 • Fax (208)785-6276

COMMITMENT FOR TITLE INSURANCE PREPARED FOR

**ATTN VICKI
CU MORTGAGE
640 PERSHING SUITE B
POCATELLO ID 83201**

ORDER NO.: B45789

BUYER/BORROWER: CHARLES F. HANNI

SELLER: STEVE L. PRITCHETT AND TERRI L. PRITCHETT

PROPERTY ADDRESS: 3536 WEST 3900 NORTH MACKAY, IDAHO 83251

TITLE OFFICER: MICHELLE REAY

ESCROW OFFICER: LORI DAY

ESCROW ASSISTANT: TERESSA HALL

COPIES OF COMMITMENT SENT TO:

FIRST AMERICAN TITLE COMPANY FOR CLOSING

***We know you had a choice.
Thank you for choosing First American Title Company!***

Pager:

RECEIVED

MAY 16 2005

Department of Water Resources
Eastern Region

Enclosed you'll find map of the 2 parcels I talked w/ you about on Friday + the 2 water right papers. I recently Xfered 34-13737 into our Name a week or so ago. Mr Harold Stein should of received his water right from 34-13737 (4") instead of 34-13738 Enclosed is a Xfer from us to Mr Hanni for 7~~4~~" for his right from the 7 Ac. Right # 34-13838 ~~XXXXXX~~ enclosed is a check for 25⁰⁰ I think that is right. Any ?'s just give me a call 208-588-2963 TERRI Pritchett (Western Frontier So as I see it when this is straightened out we should still have 29" of 34-13737 with our remaining ~~XXXX~~ Acreage

WATER RIGHT NO. 34-13737
As Modified by Transfer No. 69785

In accordance with the approval of Transfer No. 69785, Water Right No. 34-13737 is now described as follows.

Right Holder: ROBERT N ROBERTSON
 4 VALLEY RD
 ELLIS ID 83235

Priority Date: 09/05/1961

Source: GROUND WATER

*This has now
 Been Xferred into
 Steve & Terrie Pritchett
 (Western Frontier LLC)*

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 10/31	0.35 CFS	115.5 AF
			0.35 CFS	115.5 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER NWNESW Sec. 13 Twp 06N Rge 25E CUSTER County

PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals	
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
06N	26E	18																	33.0	33.0

Total Acres: 33

CONDITIONS OF APPROVAL

- Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
- Right 34-2437A is also diverted through the point(s) of diversion described above.

This water right is subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.

Dated this 15th day of August, 2002

J. Blue Saxton

Chief, Water Allocation Bureau

*Harold
 Mr Steins water right should of come
 from this # 13737 See map of his parcel
 location & not from 34-13738*

WATER RIGHT NO. 34-13738
As Modified by Transfer No. 69785

In accordance with the approval of Transfer No. 69785, Water Right No. 34-13738 is now described as follows.

Right Holder: STEVE L PRITCHETT AND
TERRI L PRITCHETT
5395 OLD CHILLY RD
MACKAY ID 83251

Still in our name

Priority Date: 09/05/1961

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 10/31	0.08 CFS	24.5 AF
			0.08 CFS	24.5 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER SESE Sec. 18 Twp 06N Rge 26E CUSTER County

PLACE OF USE: IRRIGATION

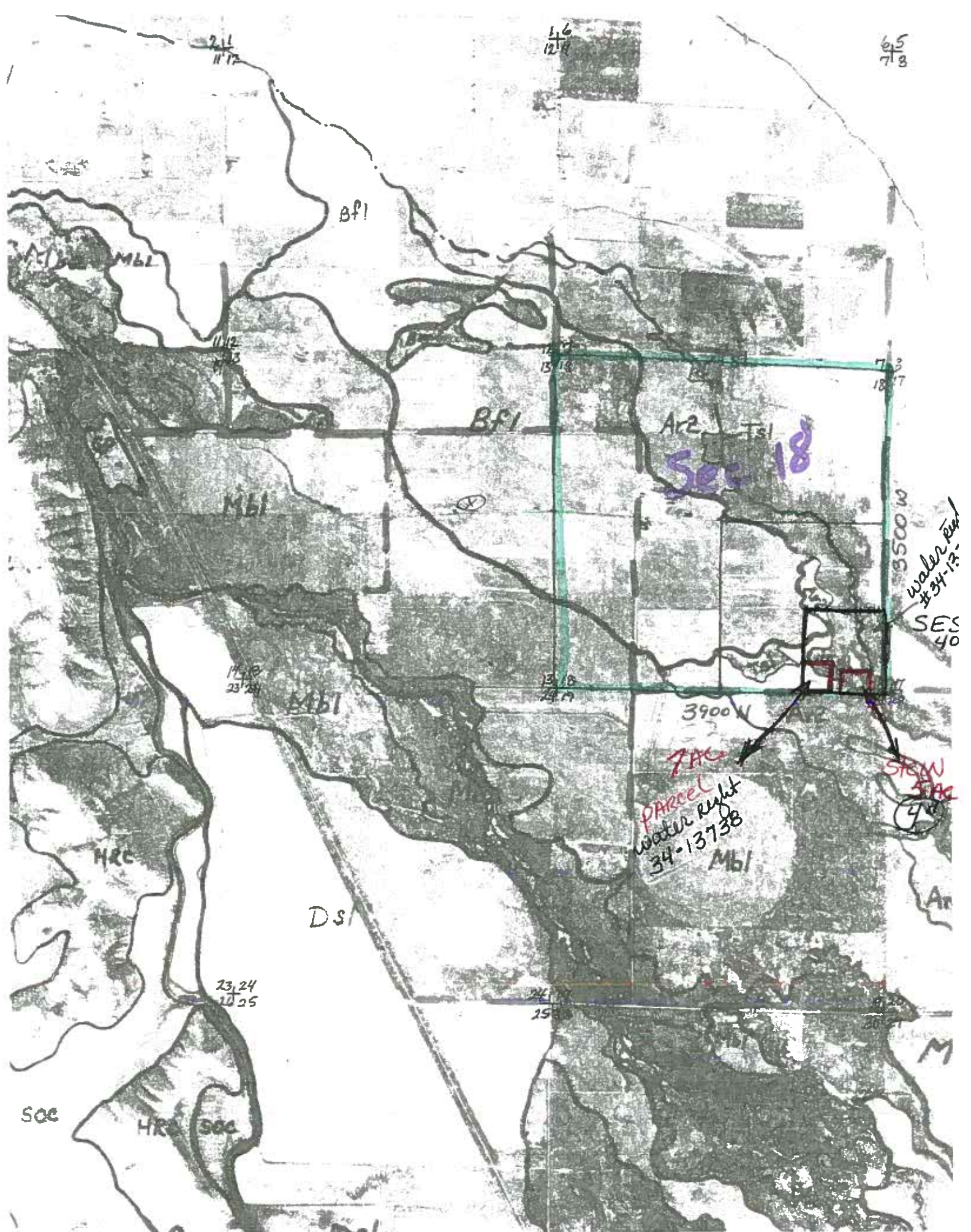
Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06N	26E	18																	7.0
																			7.0

Total Acres: 7

CONDITIONS OF APPROVAL

1. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
2. Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 34, Big Lost River.
3. The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion.
4. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.
5. The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.

This water right is associated w/ the 7Ac parcel located in the SW corner of the 40 Ac parcel (Not owned by stien) See MAP



WARRANTY DEED

For Value Received **Steve L. Pritchett and Terri L. Pritchett, husband and wife**

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

CHARLES F. HANNI, an unmarried man

whose address is: 3536 WEST 3900 NORTH, MACKAY, IDAHO 83251

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

A parcel of land located in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 18, Township 6 North, Range 26 E.B.M., Custer County, Idaho, more particularly described as follows: Beginning at the SW corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 18, thence E. along the southerly boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, approximately 554 feet; thence N. approximately 553 feet; thence West to the W. boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ approximately 553 feet; thence South along the W. boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 18, approximately 553 feet to the point of beginning, EXCEPT county road.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: July 2, 2002

0225122

Steve L. Pritchett

Terri L. Pritchett

#

Custer County Req. of

Terri L. Pritchett

Time 3:12 P.M. Date 7-3-2002

Ethel M. Beck, Clerk

Ethel M. Beck \$ 3.00

Deputy

STATE OF Idaho

ss.

COUNTY OF CUSTER

On this 2nd day of July, 2002, before me, the undersigned Notary Public, personally appeared Steve L. Pritchett and Terri L. Pritchett, known or identified to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.

Jane Hill
Notary Public of Idaho

Residing at: *Mackay, Idaho*

Commission Expires: *8-1-06*

JANE HILL
Notary Public
State of Idaho