

DEV ✓

RECEIVED
APR 06 2009
WATER RESOURCES
WESTERN 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 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)
WPD 65-2948		X			
WPD 65-3026		X			
WPD 65-273		X			
WPD 65-272					
PD 7-24-02	65-17886				
PD 7-24-02	65-17887				

RECEIVED

APR 03 2009

Department of Water Resources
Eastern Region

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)

Joseph Jennaro & Jerald Jennaro

SUPPORT DATA

IN FILE # 65-272

4. New Owner/Claimant(s)

Randall G Nichols & Carolyn R Nichols

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

New Mailing Address

(Randy)

365 Islander Drive
Sitka AK 99835

111 Knutson Drive
Sitka AK 99835 (Carolyn)

City, State and ZIP Code

New Telephone Number

(Randy) (907) 147 3146 -R Email: r.g.nicke@hotmail.com

907-147-0697 - Carolyn
208-540-0949 Carolyn cell

Carolyn
carenichols@hotmail.com

5. Date you acquired the property

7/28/05

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 <u>65-2948</u>		
Irrigation <u>X</u>		
Stock <u>X</u>		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number <u>65-3026</u>		
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)

Caryn R. Nicholas

(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 BML
 Received by BML
 Processed by _____ AJ

Date 4/3/2009
 Date 4/3/2009
 Date _____

Receipt Amt. \$300.00 \$75.00
 Receipt No. EC34912 W037387
 WR John Date 4-27-09

Received @ Western 4-6-09 John

ALLIANCE

TITLE & ESCROW CORP.

Please Reply To: 1022 South Washington Avenue
P.O. Box 622
Emmett, ID 83617
208-365-4486
FAX: 208-365-4541

Mr. and Mrs. Randall Nichols
305 Islander Drive
Sitka, Alaska 99835

ESCROW NO. 405056591
RE: Nichols
DATE: August 3, 2005

In connection with the above numbered Escrow, we enclose the following:

() Our check #	In the sum of \$
(X) Deed recorded 7-28-2005	Instrument No. 244852
() Deed of Trust recorded	Instrument No.
() Note Dated	In the sum of \$
() Title Insurance Policy No.	
() Title Insurance Binder	
() Copy of Closing Statement	
() Copy of Escrow Instructions	
() Assignment of Trust Fund	
() Change of ownership agreement	
()	
()	
()	

Any other documents to which you are entitled will be forwarded as soon as they are available.

Yours very truly,
ALLIANCE TITLE & ESCROW

By: _____

ALLIANCE

TITLE & ESCROW CORP.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: July 18, 2005

Joseph T. Jennaro

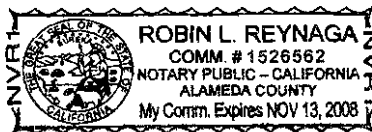
Jerald J. Jennaro

State of California

County of Alameda

On this 22/05 day of July 2005, before me, a Notary Public in and for said state, personally appeared Joseph T. Jennaro, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed 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.



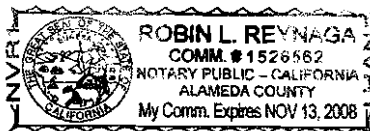
Robin L. Reynaga
Notary Public for the State of
Residing at: Pleasanton CA
Commission Expires: 11/13/08

State of California

County of Alameda

On this 2/27/05 day of July 2005, before me, a Notary Public in and for said state, personally appeared Jerald J. Jennaro, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed 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.



Robin L. Reynaga
Notary Public for the State of
Residing at: Pleasanton
Commission Expires: 11/13/08

Instrument # 244852

EMMETT, GEM, IDAHO

2005-07-28 03:51:00 No. of Pages: 2

Recorded for: ALLIANCE TITLE & ESCROW

SUSAN K. HOWARD

Ex-Officio Recorder Deputy

Index to: WARRANTY DEED

Judy Ewans
Fee: 6.00

WARRANTY DEED

Order No.: AT-405056591

FOR VALUE RECEIVED

Joseph T. Jennaro, a married person as sole and separate property, Jerald J. Jennaro, a married person as sole and separate property

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Randall G. Nichols and Carolyn R. Nichols, husband and wife,

whose current address is

305 Islander Drive, Sitka, Alaska, 99835,

the grantee(s), the following described premises, in Gem County, Idaho, TO WIT:

TRACT I

A parcel of land being the southerly 770 feet more or less of the N1/2 of the NE1/4 of Section 26, T. 10 N., R. 1 E., B.M., Gem County, Idaho, lying and being on the east side of Upper Squaw Creek.

EXCEPT:

BEGINNING at the Northeast corner of said Section 26, T. 10 N., R. 1 E., B.M., Gem County, Idaho;

Thence South 407 feet;

Thence West 25 feet to the west side of the public road and the REAL POINT OF BEGINNING;

Thence West 80 feet;

Thence South parallel to the east section line 100 feet;

Thence West 105.75 feet;

Thence South 406.6 feet;

Thence S. 12° 28' W., 88.75 feet;

Thence S. 47° 30' W., 381.15 feet, more or less, to a point on west continuation of the north line of the Cemetery;

Thence South 57.42 feet, more or less to the quarter section line;

Thence East on said quarter section line 500.72 feet to the east line of said Section 26;

Thence North on said east line 808.02 feet, more or less, to less, to a point which is 507 feet south of the north line of said Section 26;

Thence West 25 feet;

Thence North 100 feet to said REAL POINT OF BEGINNING.

TRACT II

A parcel of land being the E1/2 of the SE1/4, Section 13, Township 10 North, Range 1 East, B.M., Gem County, Idaho; also a parcel of land being a portion of the S1/2 of Section 18 lying northerly of High Valley Road and a portion of Government Lot 6 lying north and westerly of High Valley Road, in Section 17, Township 10 North, Range 2 East, B.M., Gem County, Idaho.



rnicholsc@hotmail.com

Printed: Tuesday, June 20, 2006 10:29 AM

From : John Henderson <mapper@co.gem.id.us>
Sent : Tuesday, June 20, 2006 8:48 AM
To : "Randy Nichols" <rnicholsc@hotmail.com>
Subject : Legal Description - Parcel B

Attachment : RNicholsform.doc (0.02 MB)

Randy...I haven't been able to reach you for the past hour...your line is busy.

There was an error on the "long chord" which I have corrected and placed on the attached description. (N. 17°03'38" E. is corrected to read N. 17°01'29" E.) You should probably check this against what Ringel sent you...this should be the only change you notice.

If you accept the change, you both will need to sign the attached quit claim, before a notary public, then send, along with a check or money order for \$3, to the Gem County Recorder (415 East Main Street, Emmett, ID 83617).

The attached description was created in Word with 0.75" margins at the top, left and right and on 8½" x 14" (legal size) paper. If you have any questions, you can call me direct 208-477-2005, or drop me an email. I will be tied up from 11 AM to 2 PM Idaho time, but will check my messages and email, to see if I need to get back to you.

John R. Henderson
Map Technician

QUITCLAIM DEED

INSTRU. NO. 248683
PAGES 1 OF 3

FOR VALUE RECEIVED,

RANDALL G. NICHOLS and **CAROLYN R. NICHOLS**, husband and wife, do hereby convey, release, remise and forever quitclaim unto:

RANDALL G. NICHOLS and **CAROLYN R. NICHOLS**, husband and wife, whose current address is: 305 Islander Drive, Sitka, Alaska, 99835, the following described premises:

SEE ATTACHED EXHIBIT

"A"

TO HAVE AND TO HOLD the said premises, unto the said grantees, their heirs and assigns forever.

Dated: 12-20-05

Randall G. Nichols

Randall G. Nichols

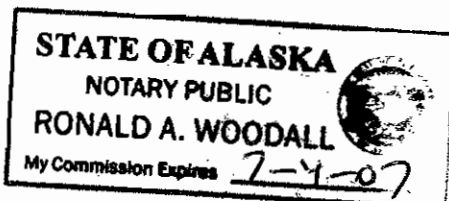
Carolyn R. Nichols

Carolyn R. Nichols

State of _____ }
County of _____ } ss

On this 20TH day of December, 2005, before me, a Notary Public in and for said state, personally appeared **Randall G. Nichols** and **Carolyn R. Nichols**, known or identified to me to be the persons whose names are subscribed to the within 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 in this certificate first above written.



Ronald A. Woodall
Notary Public for the State of ALASKA
Residing at: SITKA
Commission Expires: July 4, 2007



"A"

RINGEL & ASSOCIATES, P.A.
LAND SURVEYING - DEVELOPMENT - CONSTRUCTION

INSTRU. NO. 248683
PAGES 2 OF 3

CORPORATE OPERATIONS
PO BOX 742
CASCADE, IDAHO 83611
PHONE: (208) 382-4230
FAX: (208) 382-6667
EMAIL: ringelsur@frontiernet.net

December 7, 2005
GM05015

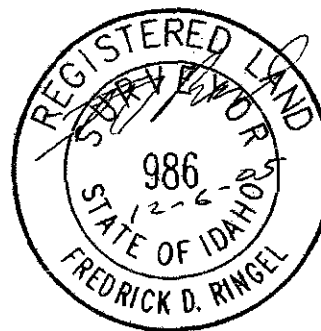
Legal Description - Parcel A

A portion of the N1/2 of Section 26, Township 10 North, Range 1 East, Boise Meridian, Gem County, Idaho, being more particularly described as follows:

Commencing at the section corner common to Sections, 23, 24, 25 and 26, T. 10 N., R. 1 E., B.M., being a brass cap monument (CP&F #178822);
Thence S. 0° 55' 19" W. on the section line between Sections 25 and 26 a distance of 1314.08 feet to a point, being the N1/16;
Thence N. 88° 42' 25" W. on the subdivisional line of Section 26 a distance of 502.71 feet to a 5/8-inch rebar and the TRUE POINT OF BEGINNING;
Thence continuing N. 88° 42' 25" W. on the subdivisional line a distance of 2062.05 feet to a 5/8-inch rebar being on the mean centerline of Squaw Creek;
Thence N. 0° 01' 00" E. on said centerline of Squaw Creek a distance of 50.72 feet to an angle point;
Thence N. 42° 54' 17" E. on said centerline a distance of 205.72 feet to an angle point;
Thence N. 11° 04' 05" W. on said centerline a distance of 152.07 feet to an angle point;
Thence N. 17° 05' 36" E. on said centerline a distance of 152.01 feet to an angle point;
Thence N. 52° 26' 29" E. on said centerline a distance of 283.43 feet to an angle point;
Thence N. 17° 18' 38" E. on said centerline a distance of 52.21 feet to a point;
Thence S. 88° 42' 25" E. a distance of 1969.84 feet to a 5/8-inch rebar;
Thence S. 0° 55' 19" W. a distance of 56.00 feet to a 5/8-inch rebar being on the westerly right of way of Sweet-Ola Highway, said right of way being 30.00 feet from centerline;
Thence S. 14° 37' 30" W. on said westerly right of way a distance of 281.63 feet to a 5/8-inch rebar being the PC;
Thence on said right of way on a curve to the right, which curve has a radius of 967.11 feet, a delta angle of 12° 06' 43", a length of 204.44 feet, to a 5/8-inch rebar being a POC;
Thence S. 48° 25' 19" W. a distance of 211.93 feet to a 5/8-inch rebar;
Thence S. 0° 55' 19" W. a distance of 60.60 feet to the POINT OF BEGINNING.

Said described parcel of land contains 34.984 acres.

248683
12-7-05
65-3026





"A"

RINGEL & ASSOCIATES, P.A.
LAND SURVEYING - DEVELOPMENT - CONSTRUCTION

INSTR. NO. 248683
PAGES 3 OF 3

CORPORATE OPERATIONS
PO BOX 742
CASCADE, IDAHO 83611
PHONE: (208) 382-4230
FAX: (208) 382-6667
EMAIL: ringelsur@frontiernet.net

December 7, 2005
GM05015

Legal Description - Parcel B

A portion of the N1/2 of Section 26, Township 10 North, Range 1 East, Boise Meridian, Gem County, Idaho, being more particularly described as follows:

Commencing at the section corner common to Sections, 23, 24, 25 and 26, T. 10 N., R. 1 E., B.M., being a brass cap monument (CP&F #178822);

Thence S. 0° 55' 19" W. on the section line between Sections 25 and 26 a distance of 1314.08 feet to a point, being the N1/16;

Thence N. 88° 42' 25" W. on the subdivisional line of Section 26 a distance of 502.71 feet to a 5/8-inch rebar;

Thence N. 0° 55' 19" E. a distance of 60.60 feet to a 5/8-inch rebar;

Thence N. 48° 25' 19" E. a distance of 351.92 feet to a 5/8-inch rebar being on the easterly right of way, said right of way being 30.00 feet from centerline, of Sweet-Ola Highway and the TRUE POINT OF BEGINNING;

Thence continuing on the easterly right of way on a curve to the left, which curve has a radius of 1027.11 feet, a delta angle of 4° 50' 08", a length of 86.69 feet, to a 5/8-inch rebar being the PC;

Thence continuing on said right of way N. 14° 35' 13" E. a distance of 35.65 feet to a 5/8-inch rebar;

Thence S. 0° 55' 19" W. a distance of 19.03 feet to a 5/8-inch rebar;

Thence S. 13° 23' 19" W. a distance of 88.75 feet to a 5/8-inch rebar;

Thence S. 48° 25' 19" W. a distance of 18.07 feet to the POINT OF BEGINNING.

Said described parcel of land contains 650.41 square feet or 0.015 acres.

Instrument # 248683

EMMETT, GEM, IDAHO

2006-01-09 02:59:00 No. of Pages: 3

Recorded for : RANDALL NICHOLS

SUSAN K. HOWARD

Ex-Officio Recorder Deputy

Index to: QUIT CLAIM DEED

Fee: 9.00

Judy Evans





RINGEL & ASSOCIATES, P.A.

LAND SURVEYING - DEVELOPMENT - CONSTRUCTION

CORPORATE OPERATIONS

PO BOX 742

CASCADE, IDAHO 83611

PHONE: (208) 382-4230

FAX: (208) 382-6667

EMAIL: ringelsur@frontiernet.net

Revised March 9, 2006

GM05015

Legal Description – Parcel B

A portion of the N1/2 of Section 26, Township 10 North, Range 1 East, Boise Meridian, Gem County, Idaho, being more particularly described as follows:

Commencing at the section corner common to Sections, 23, 24, 25 and 26, T. 10 N., R. 1 E., B.M., being a brass cap monument (CP&F #178822);

Thence S. $0^{\circ} 55' 19''$ W. on the section line between Sections 25 and 26 a distance of 1314.08 feet to a point, being the N1/16;

Thence N. $88^{\circ} 42' 25''$ W. on the subdivisional line of Section 26 a distance of 502.71 feet to a 5/8-inch rebar;

Thence N. $0^{\circ} 55' 19''$ E. a distance of 60.60 feet to a 5/8-inch rebar;

Thence N. $48^{\circ} 25' 19''$ E. a distance of 351.92 feet to a 5/8-inch rebar being on the easterly right of way, said right of way being 30.00 feet from centerline, of Sweet-Ola Highway and the TRUE POINT OF BEGINNING;

Thence continuing on the easterly right of way on a curve to the left, which curve has a radius of 1027.11 feet, a delta angle of $4^{\circ} 50' 08''$, a length of 86.69 feet, and a long chord bears N. $17^{\circ} 03' 38''$ E. a distance of 86.66 feet to a 5/8-inch rebar being the PC;

Thence continuing on said right of way N. $14^{\circ} 37' 30''$ E. a distance of 35.65 feet to a 5/8-inch rebar;

Thence S. $0^{\circ} 55' 19''$ W. a distance of 19.03 feet to a 5/8-inch rebar;

Thence S. $13^{\circ} 23' 19''$ W. a distance of 88.75 feet to a 5/8-inch rebar;

Thence S. $48^{\circ} 25' 19''$ W. a distance of 18.07 feet to the POINT OF BEGINNING.

Said described parcel of land contains 650.41 square feet or 0.015 acres.

2316739.817
1444041.012
65-3026



QUITCLAIM DEED

INSTRU. NO. 262719
PAGES 1 OF 2

(This deed is being recorded to correct Parcel "B" on Quit Claim Deed Instr. No. 248683,
Records of Gem County, Idaho)

FOR VALUE RECEIVED,

RANDALL G. NICHOLS and CAROLYN R. NICHOLS, husband and wife as **GRANTORS**,
do hereby convey, release, remise and forever quitclaim unto:

RANDALL G. NICHOLS and CAROLYN R. NICHOLS, husband and wife as **GRANTEES**,
whose current address is: 305 Islander Drive, Sitka, Alaska, 99835, the following described premises:

See attached Exhibit "Legal Description - Parcel A", together with:

Legal Description - Parcel B

A portion of the N $\frac{1}{2}$ of Section 26, Township 10 North, Range 1 East, Boise Meridian, Gem County,
Idaho, being more particularly described as follows:

Commencing at the section corner common to Sections 23, 24, 25 and 26, T. 10 N., R. 1 E., B.M., being
a brass cap monument (CP&F #178822);

Thence S. 0°55'19" W. on the section line between Sections 25 and 26 a distance of 1314.08 feet to a
point, being the N1/16;

Thence N. 88°42'25" W. on the subdivisional line of Section 26 a distance of 502.71 feet to a 5/8-inch
rebar;

Thence N. 0°55'19" E. a distance of 60.60 feet to a 5/8-inch rebar;

Thence N. 48°25'19" E. a distance of 351.92 feet to a 5/8-inch rebar being on the easterly right of way,
said right of way being 30.00 feet from centerline, of Sweet-Ola Highway and the TRUE POINT OF
BEGINNING;

Thence continuing on the easterly right of way on a curve to the left, which curve has a radius of
1027.11 feet, a delta angle of 4°50'08", a length of 86.68 feet, and a long chord bears N. 17°01'29" E. a
distance of 86.66 feet to a 5/8-inch rebar being the PC;

Thence continuing on said right of way N. 14°37'30" E. a distance of 35.65 feet to a 5/8-inch rebar;

Thence S. 0°55'19" W. a distance of 19.03 feet to a 5/8-inch rebar;

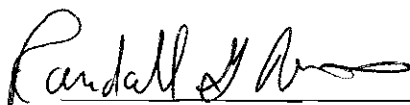
Thence S. 13°23'19" W. a distance of 88.75 feet to a 5/8-inch rebar;

Thence S. 48°25'19" W. a distance of 18.07 feet to the POINT OF BEGINNING.

Said described parcel of land contains 652 square feet or 0.015 acres.

TO HAVE AND TO HOLD said premises, unto said grantees, their heirs and assigns forever.

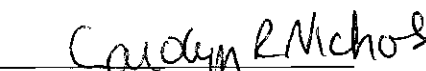
Dated: 6-23-06

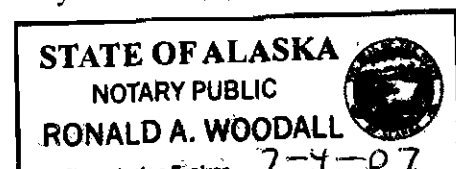


Randall G. Nichols

State of _____ }
County of _____ } ss

23rd day of June, 2006
personally appeared before me
Randall G. Nichols
known to me to be the person(s) who
signed the above document.
Randall G. Nichols
Notary Public in and for Alaska
My Commission Expires
July 4, 2007


Carolyn R. Nichols





RINGEL & ASSOCIATES, P.A.
LAND SURVEYING - DEVELOPMENT - CONSTRUCTION

INSTR. NO. 252719
PAGES 2 OF 2

CORPORATE OPERATIONS
PO BOX 742
CASCADE, IDAHO 83611
PHONE: (208) 382-4230
FAX: (208) 382-6667
EMAIL: ringelsur@frontiernet.net

December 7, 2005
GM05015

Legal Description - Parcel A

A portion of the N1/2 of Section 26, Township 10 North, Range 1 East, Boise Meridian, Gem County, Idaho, being more particularly described as follows:

Commencing at the section corner common to Sections, 23, 24, 25 and 26, T. 10 N., R. 1 E., B.M., being a brass cap monument (CP&F #178822);
Thence S. 0° 55' 19" W. on the section line between Sections 25 and 26 a distance of 1314.08 feet to a point, being the N1/16;
Thence N. 88° 42' 25" W. on the subdivisional line of Section 26 a distance of 502.71 feet to a 5/8-inch rebar and the TRUE POINT OF BEGINNING;
Thence continuing N. 88° 42' 25" W. on the subdivisional line a distance of 2062.05 feet to a 5/8-inch rebar being on the mean centerline of Squaw Creek;
Thence N. 0° 01' 00" E. on said centerline of Squaw Creek a distance of 50.72 feet to an angle point;
Thence N. 42° 54' 17" E. on said centerline a distance of 205.72 feet to an angle point;
Thence N. 11° 04' 05" W. on said centerline a distance of 152.07 feet to an angle point;
Thence N. 17° 05' 36" E. on said centerline a distance of 152.01 feet to an angle point;
Thence N. 52° 26' 29" E. on said centerline a distance of 283.43 feet to an angle point;
Thence N. 17° 18' 38" E. on said centerline a distance of 52.21 feet to a point;
Thence S. 88° 42' 25" E. a distance of 1969.84 feet to a 5/8-inch rebar;
Thence S. 0° 55' 19" W. a distance of 56.00 feet to a 5/8-inch rebar being on the westerly right of way of Sweet-Ola Highway, said right of way being 30.00 feet from centerline;
Thence S. 14° 37' 30" W. on said westerly right of way a distance of 281.63 feet to a 5/8-inch rebar being the PC;
Thence on said right of way on a curve to the right, which curve has a radius of 967.11 feet, a delta angle of 12° 06' 43", a length of 204.44 feet, to a 5/8-inch rebar being a POC;
Thence S. 48° 25' 19" W. a distance of 211.93 feet to a 5/8-inch rebar;
Thence S. 0° 55' 19" W. a distance of 60.60 feet to the POINT OF BEGINNING.

Said described parcel of land contains 34.984 acres.

Instrument # 252719

EMMETT, GEM, IDAHO

2006-06-27 09:54:00 No. of Pages: 2

Recorded for : RANDALL NICHOLS

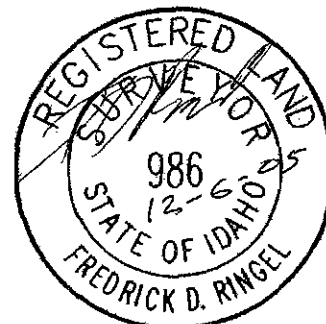
SUSAN K. HOWARD

Ex-Officio Recorder Deputy

Index to: QUIT CLAIM DEED

Fee: 6.00

Judy E. Evans



ALLIANCE

TITLE & ESCROW CORP.

Please Reply To: 1022 South Washington Avenue
P.O. Box 622
Emmett, ID 83617
208-365-4486
FAX: 208-365-4541

Mr. and Mrs. Randall Nichols
305 Islander Drive
Sitka, Alaska 99835

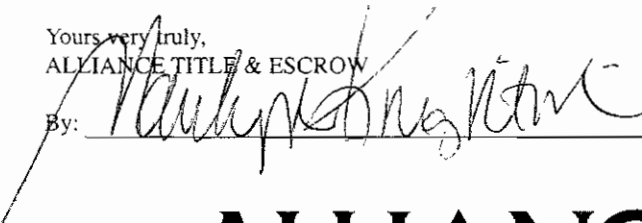
ESCROW NO. 405056591
RE: Nichols
DATE: August 6, 2005

In connection with the above numbered Escrow, we enclose the following:

- | | |
|--|------------------|
| ☐ Our check # | In the sum of \$ |
| ☐ Deed recorded | Instrument No. |
| ☐ Deed of Trust recorded | Instrument No. |
| ☐ Note Dated | In the sum of \$ |
| ☒ Title Insurance Policy No. 72106 1246029 | |
| ☐ Title Insurance Binder | |
| ☐ Copy of Closing Statement | |
| ☐ Copy of Escrow Instructions | |
| ☐ Assignment of Trust Fund | |
| ☐ Change of ownership agreement | |
| ☒ Map | |
| ☐ | |
| ☐ | |

Any other documents to which you are entitled will be forwarded as soon as they are available.

Yours very truly,
ALLIANCE TITLE & ESCROW

By: 

ALLIANCE

TITLE & ESCROW CORP.

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

Policy No. 72106- 1246029

CHICAGO TITLE INSURANCE COMPANY

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

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

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

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

CHICAGO TITLE INSURANCE COMPANY

By:

James A. P. L.

President

ATTEST:

James C. J.

Secretary



Handwritten signature of a third party, likely the insured or a witness.

EXCLUSIONS FROM COVERAGE

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

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

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

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

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

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

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

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

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

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

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

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

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

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

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

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

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

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

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

5. PROOF OF LOSS OR DAMAGE

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

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

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

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

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

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

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

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

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

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

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.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE

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

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

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

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

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

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

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

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

8. APPORTIONMENT

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

9. LIMITATION OF LIABILITY

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

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

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

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

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

11. LIABILITY NONCUMULATIVE

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

12. PAYMENT OF LOSS

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

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) The Company's Right of Subrogation.

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

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

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

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

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

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

14. ARBITRATION

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

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

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

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

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

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

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

16. SEVERABILITY

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

17. NOTICES, WHERE SENT

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

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

OWNER POLICY

SCHEDULE A

Order Number	Policy Number	Date of Policy	Amount of Insurance	Premium Amount
405056591	72106 1246029	July 28, 2005 At 3:51PM	\$365,000.00	\$1,352.00

1. Name of Insured:

Randall G. Nichols and Carolyn R. Nichols

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:

Randall G. Nichols and Carolyn R. Nichols, husband and wife

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

SEE ATTACHED LEGAL DESCRIPTION

TRACT I

A parcel of land being the southerly 770 feet more or less of the N1/2 of the NE1/4 of Section 26, T. 10 N., R. 1 E., B.M., Gem County, Idaho, lying and being on the east side of Upper Squaw Creek.

EXCEPT:

BEGINNING at the Northeast corner of said Section 26, T. 10 N., R. 1 E., B.M., Gem County, Idaho;

Thence South 407 feet;

Thence West 25 feet to the west side of the public road and the **REAL POINT OF BEGINNING**;

Thence West 80 feet;

Thence South parallel to the east section line 100 feet;

Thence West 105.75 feet;

Thence South 406.6 feet;

Thence S. 12° 28' W., 88.75 feet;

Thence S. 47° 30' W., 381.15 feet, more or less, to a point on west continuation of the north line of the Cemetery;

Thence South 57.42 feet, more or less to the quarter section line;

Thence East on said quarter section line 500.72 feet to the east line of said Section 26;

Thence North on said east line 808.02 feet, more or less, to less, to a point which is 507 feet south of the north line of said Section 26;

Thence West 25 feet;

Thence North 100 feet to said **REAL POINT OF BEGINNING**.

TRACT II

A parcel of land being the E1/2 of the SE1/4, Section 13, Township 10 North, Range 1 East, B.M., Gem County, Idaho ; also a parcel of land being a portion of the S1/2 of Section 18 lying northerly of High Valley Road and a portion of Government Lot 6 lying north and westerly of High Valley Road, in Section 17, Township 10 North, Range 2 East, B.M., Gem County, Idaho.

END OF SCHEDULE A

OWNER POLICY

Order No: 405056591

Policy No: 72106 1246029

SCHEDULE B PART I

EXCEPTIONS FROM COVERAGE

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

General Exceptions:

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
3. Easements, or claims of easement, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

SCHEDULE B PART II

Special Exceptions:

1. Taxes, including any assessments collected therewith, for the year 2005 which are a lien not yet payable.
2. Right of way for a road as described in Deed from Clayton Coburn and Vesta N. Coburn, husband and wife, to County of Gem, recorded March 11, 1958 in Book 38 of Deeds at Page 300, Instrument No. 76384, records of Gem County, Idaho. Right of way also of record between Emmett L. Newell and Cleota M. Newell and County of Gem recorded March 11, 1958 as Instrument No. 76392, records of Gem County.

3. An easement for the purpose shown below and rights incidental thereto as set forth in document:

Granted to: Idaho Power.

Purpose: Public Utilities.

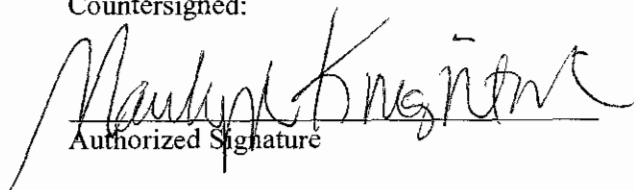
Recorded: August 7, 1943.

Book: 27 of Deeds.

Page: 324, of Official Records.

END OF SCHEDULE B

Countersigned:


Authorized Signature

PORTION OF THE N 1/2 OF SECTION 26, T. 10 N., R. 1 E., B.M.
GEM COUNTY, IDAHO

INSTRU. NO. 250709
PAGES 2 OF 2

Instrument # 247918

EMMETT, GEM, IDAHO

2005-12-08

02:41:00 No. of Pages: 1

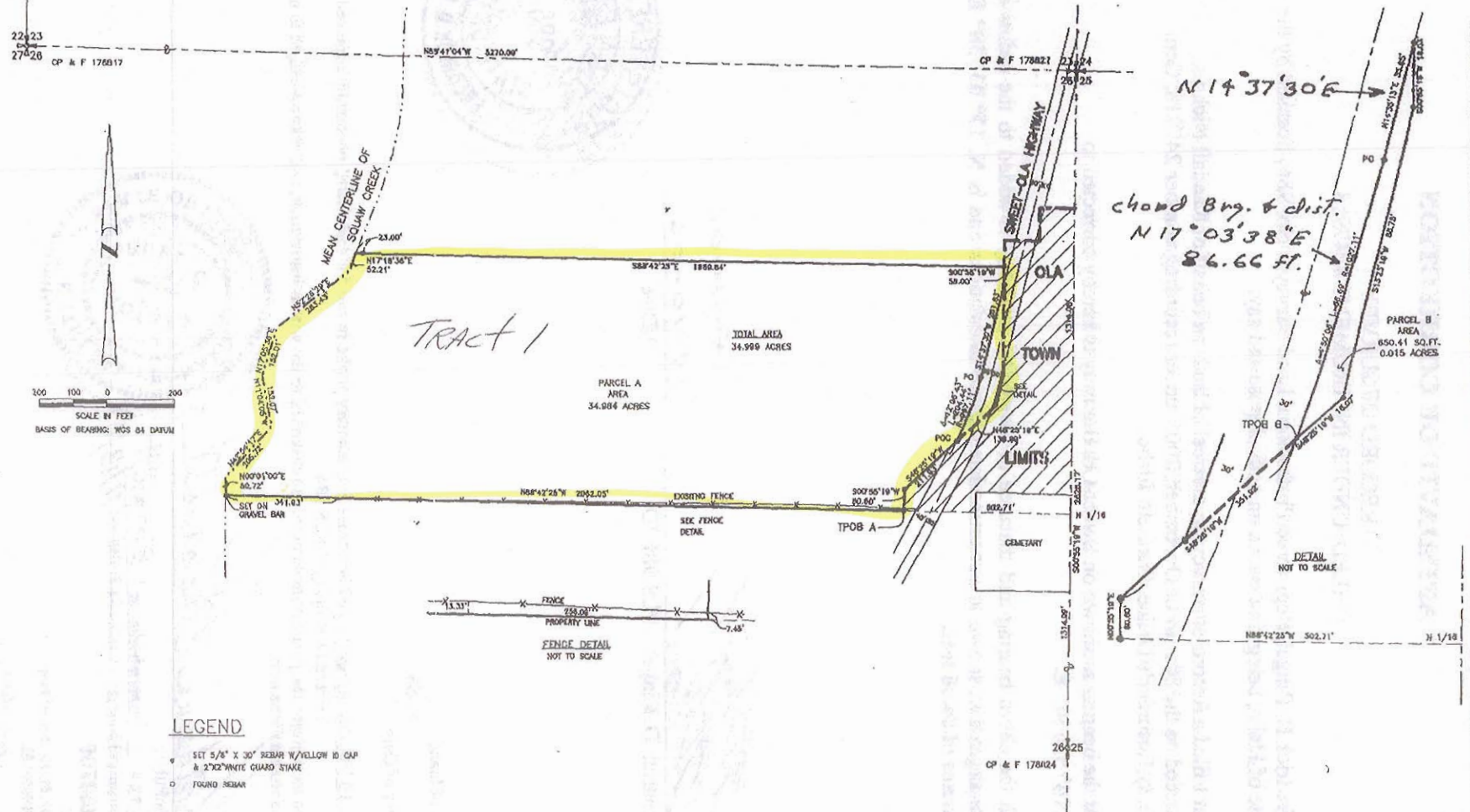
Recorded for: RINGEL & ASSOCIATES

SUSAN K. HOWARD

Fee: 5.00

Ex-Officio Recorder Deputy

Index to: RECORD OF SURVEY



SURVEYOR'S CERTIFICATE

This is to certify I, Fredrick O. Ringel, conducted the survey of the land described on this Record of Survey, and that this Record of Survey is a true representation of said survey as conducted by me, or under my direction, on said land.

F. O. Ringel 12-6-05
Fredrick O. Ringel R.L.S. 986 ID



RECORD SURVEY
FOR

RANDALL G. AND
CAROLYN R. NICHOLS



RINGEL & ASSOCIATES

PLS
ID. #986
WA. #23613



P.O. BOX 742
CASCADE, IDAHO
83611
(208) 382-4230

JOB NO. QM05015 DATE: 12/2005 PAGE 1 OF 1

AFFIDAVIT OF CORRECTION

RECORD OF SURVEY
FILED UNDER INSTRUMENT #247918

I, Fredrick D. Ringel, Registered Professional Land Surveyor No. 986, licensed by the State of Idaho, being first sworn on oath, depose and say:

That I filed a Record of Survey on a parcel of land on behalf of Randall Nichols, recorded on the 8th day of December, 2005, under recording number 247918, Gem County Recorder's Office, Emmett, Idaho.

That the bearing as shown on Sweet-Ola Highway is hereby corrected to
N. 14° 37' 30" E.

That the chord bearing and distance of Sweet-Ola Highway is added to the radius and delta angle data shown to accommodate closure calculations and is **N. 17° 03' 38" E. a distance of 86.66 feet.**

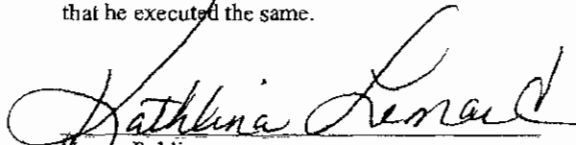

Fredrick D. Ringel PLS 986 ID

4-10-06
4-10-06
Date



State of Idaho)
)SS
County of Gem)

On this 10th day of April, 2006 before me, a notary public in and for said State, personally appeared
Fredrick D. Ringel, PLS 986
known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me
that he executed the same.


Kathline Leonard
Notary Public
Residing at: Cascade, Idaho Emmett
Commission Expires: August 8, 2008 9/18/09



Instrument # 250709

EMMETT, GEM, IDAHO

2006-04-10 01:21:00 No. of Pages: 1

Recorded for: GLORIA RINGEL

SUSAN K. HOWARD

Ex-Officio Recorder Deputy Fee: 5.00

Index to: RECORD OF SURVEY

Nichols

10N02E07

GOV'T LOT 3

EN NW/4

NW/4 SE/4

GOV'T LOT 4

ALAN & SUSAN

EN SE/4

JACOBUS

GOV'T LOT 1

NE/4 NW/4

NE/4

GOV'T LOT 4

GOV'T LOT 2

SE/4 NW/4

GOV'T LOT 3

10N01E13

10N02E18

EN SE/4

GOV'T LOT 3

EN SW/4

NW/4 SE/4

GOV'T LOT 6

RANDALL G. & CARELYN NICHOLS

GOV'T LOT 4

SE/4 SE/4

GOV'T LOT 7



Tract II

Tract II

NEED LEGAL

10N01E23

10N01E24

SE/4 EAST OF SQUAW CR.

NW/4 SW/4

EN SW/4 NORTH & WEST OF ROAD

SW/4 SW/4 NORTH & WEST OF ROAD

NICHOLS NW/4 NEW EAST OF SQUAW CR.

NEW NEW EXCEPTIONS EAST OF ROAD



Tract I

Courtesy of

Alliance Title & Escrow Company

This sketch is made solely for the purpose of assisting in locating said premises; and the Company assumes no liability for variations, if any, in dimensions and location ascertained by actual survey.

PORTION OF SECTION 13, T. 10 N., R. 1 E.,
& SECTION 18, T. 10 N., R. 2 E.,
& SECTION 17. GOV'T LOT 6, B.M.
GEM COUNTY, IDAHO

Inst # 248812
GEM COUNTY, ID
1-13-06

LEGEND

- SET 5/8" X 30" REBAR W/YELLOW ID CAP
& 2"x2" WHITE GUARD STAKE
- FOUND REBAR
- ⊗ EXISTING ALUMINUM MONUMENT

NOTE: REFERENCE EXISTING
RECORD OF SURVEY OF
U.S.F.S. INSTRUMENT No. 148839

400 200 0 400
SCALE IN FEET

DETAIL
NOT TO SCALE

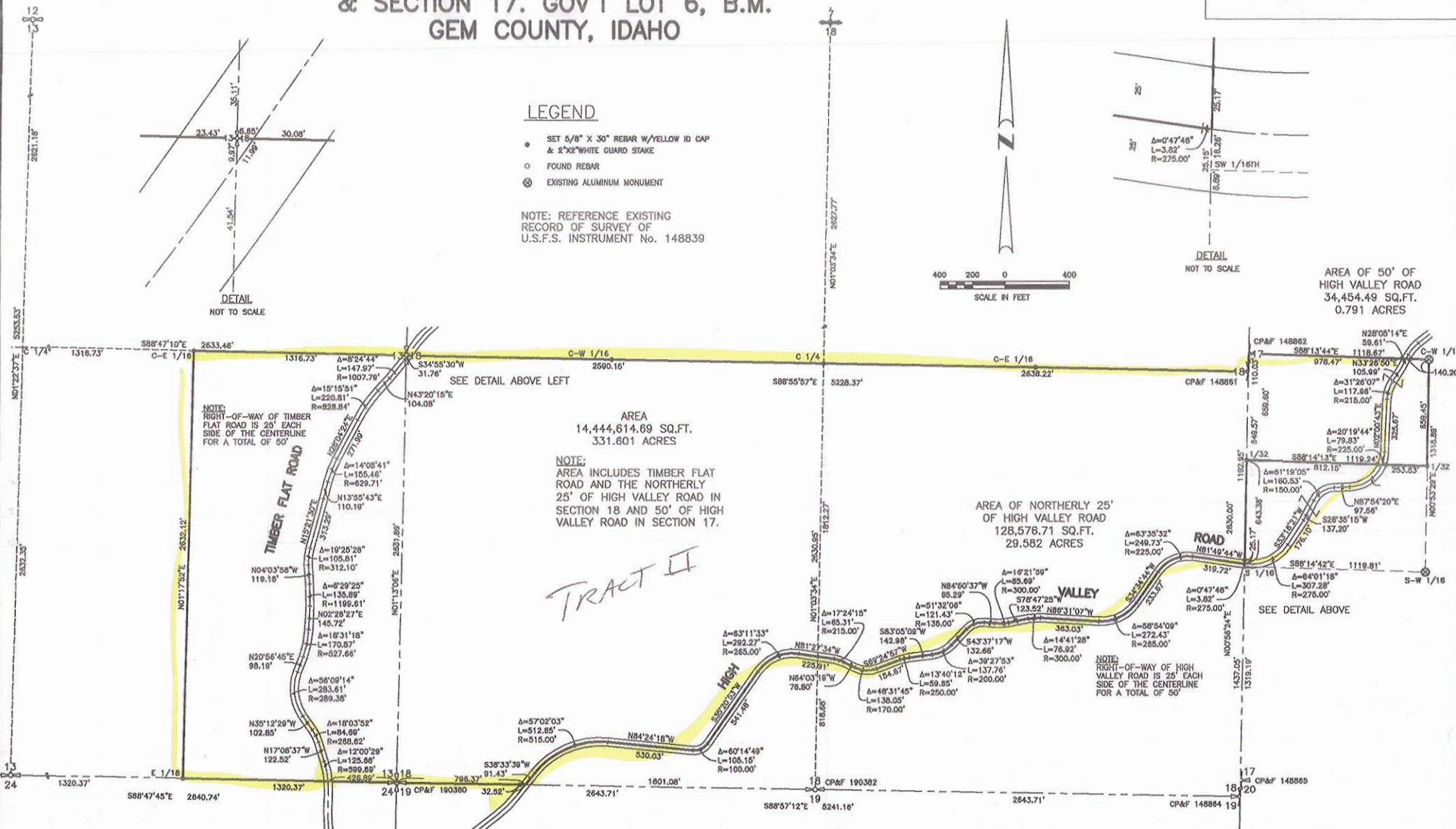
AREA OF 50' OF
HIGH VALLEY ROAD
34,454.49 SQ.FT.
0.791 ACRES

AREA
14,444,614.69 SQ.FT.
331.601 ACRES

NOTE:
AREA INCLUDES TIMBER FLAT
ROAD AND THE NORTHERLY
25' OF HIGH VALLEY ROAD IN
SECTION 18 AND 50' OF HIGH
VALLEY ROAD IN SECTION 17.

AREA OF NORTHERLY 25'
OF HIGH VALLEY ROAD
128,576.71 SQ.FT.
29.582 ACRES

TRACT II



SURVEYOR'S CERTIFICATE

This is to certify I, Fredrick D. Ringel, conducted the survey of the land described on this Record of Survey, and that this Record of Survey is a true representation of said survey as conducted by me, or under my direction, on said land.

Fredrick D. Ringel

R.L.S. 986 ID



RECORD SURVEY
FOR
RANDALL G. AND
CAROLYN R. NICHOLS



RINGEL & ASSOCIATES

PLS
ID. #986
WA. #23613



P.O. BOX 742
CASCADE, IDAHO
83611
(208) 382-4230

JOB NO. GM05015 DATE: 1/2006 PAGE 2 OF 2