

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

RECEIVED
AUG 01 2005
IDWR/North

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
81-07030	A81-07030	Split			

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)

D. Livona Engle, Miles H. Engle,
C/O Donna Johnson, Box 125, Kamiah, Id 83536

4. New Owner/Claimant(s)

Lanne Leeper

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

New Mailing Address

HCR 75 Box 111 / P.O. Box 728

City, State and ZIP Code

Kooskia, Id 83539

New Telephone Number

(208) 926-0926

5. Date you acquired the property

12/01/04

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

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

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

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

For Office Use Only			
Received by <u>cm</u>	Date <u>8-1-05</u>	Fee <u>25.00</u>	
Receipted by <u>cm</u>	Date <u>8-1-05</u>	Receipt No. <u>A1017080</u>	
Processed by _____	AJ Date _____	WR _____	Date _____

438907

WARRANTY DEED

GRANTOR, Estate of D. LIVONA ENGLE, of P. O. Box 125, Kamiah, ID 83536, for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to LANCE LEEPER, a single man, of Route 1 Box 36A, Kamiah, ID 83536, as GRANTEE, and to grantee's heirs and assigns forever, all of the following described real estate located in the County of Idaho, State of Idaho, to wit:

See Exhibit "A" attached hereto and hereby incorporated by this reference.

TOGETHER with all improvements, water, water rights, ditches, ditch rights, easements, hereditaments and appurtenances thereto.

Subject to:

1. General taxes for the year 2004, which are a lien, now due and payable.

2. Any claim arising from the difference in the mean high water line of the Middle Fork of the Clearwater River and the meander line as shown by the Original Government Survey.

3. Any right, title and interest of the State of Idaho within the natural bed of the Middle Fork of the Clearwater River below the ordinary high water line, and also excepting any accretion or avulsion changes of the ordinary high water line.

4. Subject to the existing easements for U.S. Highway 12 right-of-way and public utilities now in use or existence on said land.

5. National Wild and Scenic Rivers System Recreation River Area Easement, recorded April 20, 1977, as Instrument No. 267721.

6. Judgment on Declaration of Taking and Order for Delivery of Possession regarding a scenic easement, recorded May 8, 1978, as Instrument No. 273423.

7. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey noted below, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

Records of Surveys:

Recorded September 20, 1985, as Instrument No. 322500;

Recorded May 23, 1996, as Instrument No. 386925.

WARRANTY DEED

1

STATE of IDAHO	
County of Idaho	
Recorded at request of	
IN AND TITLE CO	
at	3:20 P.M. on 12-1-04
ROSE E. GEHRING	
By	Deputy
Fees \$	15.00

m. j. j.

1 8. Possible rights or possession or ownership as disclosed by the
2 fencelines contained in the legal description and the encroachment
3 of a fence onto the East side of said land disclosed by a Record of
4 Survey recorded September 20, 1985, as Instrument No. 322500, and
5 any rights, easements, interests or claims which may exist by reason
6 thereof.

7 9. Easement Agreement for a pumphouse, pump and water line, upon
8 the terms, conditions and provisions contained therein:
9 Parties: D. Livona Engle and James H. May and Ruth Roark May,
10 husband and wife
11 Recorded: October 25, 2001, as Instrument No. 419386.

12 10. Water Agreement upon the terms, conditions and provisions
13 contained therein:
14 Parties: The Estate of D. Livona Engle and Steven R. Pfaff, a single
15 person and Norma L. Patterson, a single person
16 Recorded: June 11, 2004, as Instrument No. 435784.

17 TO HAVE AND TO HOLD the said premises, with their appurtenances,
18 unto the said Grantees, their heirs and assigns forever. And the said
19 Grantors do hereby covenant to and with the said Grantees that they are
20 the owners in fee simple of said premises; that they are free from all
21 encumbrances, and that they will warrant and defend the same from all
22 lawful claims whatsoever, except general taxes for the year 2004, and
23 easements, reservations, restrictions and rights-of-way of record or in
24 use.

25 Except as otherwise expressly provided in this instrument, GRANTORS,
26 hereby declare pursuant to Title 5, Chapter 2 of the Idaho Code, that in
27 the event GRANTORS shall have permitted or suffered at any time prior to
28 the making of this instrument, any person or entity to possess, use or
occupy the above-described premises, or any portion thereof, for any
purpose, with or without the knowledge of GRANTORS, it was not the intent
of GRANTORS, by permitting or suffering such possession, use or
occupation, to thereby define property boundaries or ownership thereof.

In construing this deed, and where the context so requires, the
singular includes the plural and the masculine, the feminine and the
neuter.

1 IN WITNESS WHEREOF, Grantor has hereunto subscribed her name to this
2 instrument this 29th day of November 2004.

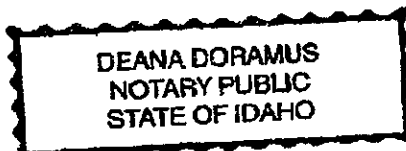
3
4 Donna R. Johnson, P.R.
ESTATE OF D. LIVONA ENGLE
5 By: DONNA R. JOHNSON
6 Personal Representative

7 STATE OF IDAHO)
8 County of Idaho) ss.

9 On this 29th day of November 2004, before me,
10 Deana Doramus, a Notary for the said County and State,
11 personally appeared DONNA R. JOHNSON, Personal Representative for the
12 Estate of D. LIVONA ENGLE, known or identified to me to be the person
13 whose name is subscribed to the within instrument, and she acknowledged
14 to me that she freely executed the same and that the statements therein
15 contained are true.

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

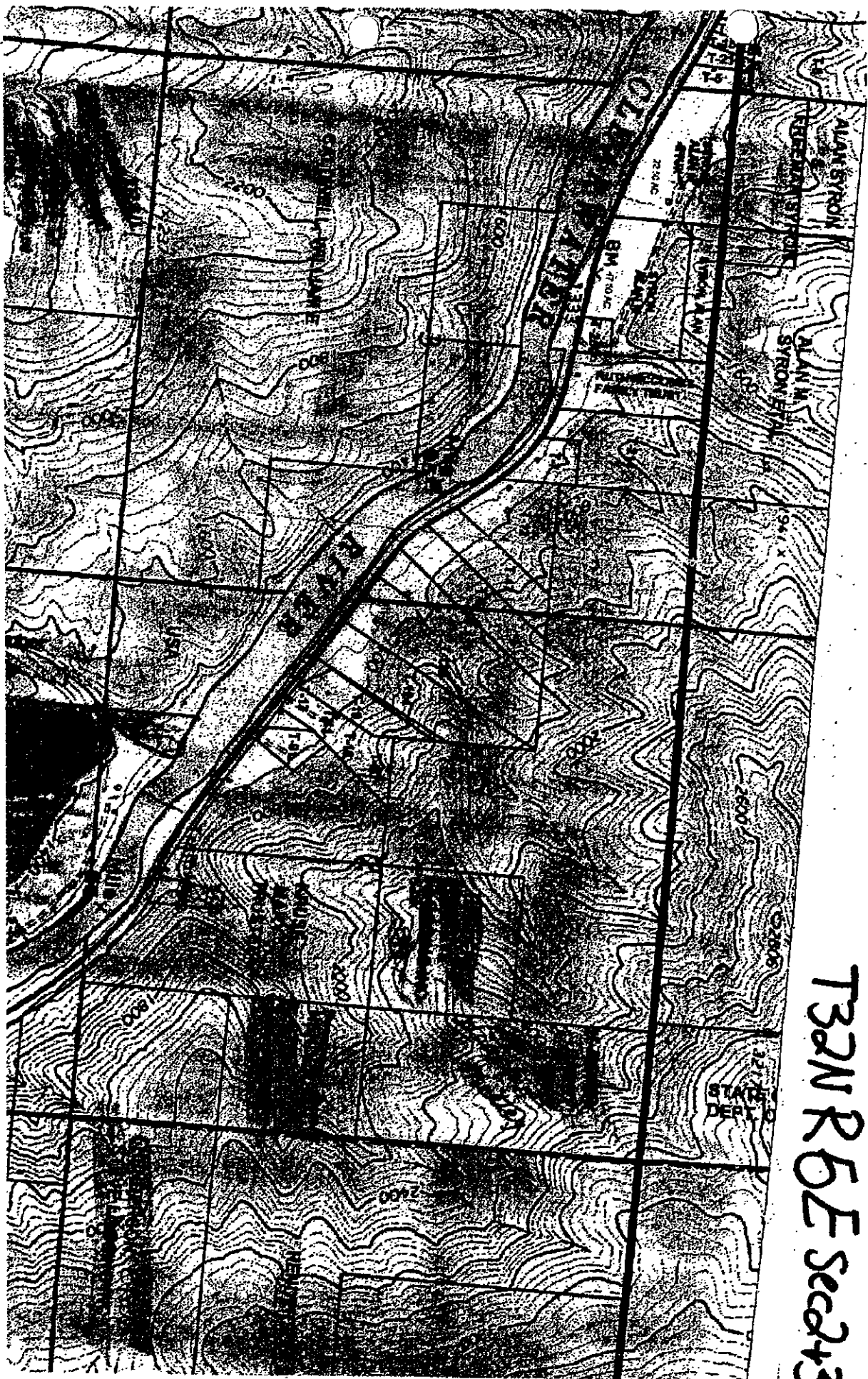
18
19 (NOTARY SEAL)



24 Commission Expires 4-2-2008

25
26
27
28

Deana Doramus
Notary Public for State of Idaho.
Residing at Kootenai, therein.
My commission expires on 4-2-2008, 20 .



Remit Payment To:

INLAND TITLE COMPANY

524 West Main Grangeville, ID 83530

Phone 208-983-0150 Fax 208-983-3008

INVOICE**Billed To:**

AGEE REALTY

613 4TH STREET

KAMIAH, ID 83536

Invoice Date: November 16, 2004**Please Pay Before:** December 16, 2004**Our File Number:** 19553 3543**Your Reference Number:** ENGLE ESTATE / LEEPER**Property:**

HCR 75 BOX 111

KOOSKIA, ID 83539

Idaho County

Brief Legal: Township 32 North,
Range 5 East, Boise Meridian
Part Sections 2 and 3**DESCRIPTION****AMOUNT**

Policy premium for \$238,000.00 Owner's	1,019.00
Simultaneous Issue Fee and Extended Coverage for \$135,000.00 Loan/Mtg	288.00
Endorsements (100, 116, 8.1)	50.00

Certified Copies and Recording Fees	9.00
PLEASE reference our file number or return this invoice with your payment.	
Thank you.	

Invoice Total Amount Due \$ 1,366.00

In the event this transaction fails to close and this transaction is cancelled, a fee will be charged to comply with the State of Idaho Department of Insurance regulations.

Thank you for this opportunity to be of service!

BARBARA YATES
FAX: 208-935-2362

SHANNON SNYDER
FAX: 208-935-2114

NATIONAL CITY MORTGAGE
FAX: 208-476-3185

(19553 3543.PFD/19553 3543/24)



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.

TABLE OF CONTENTS

	Page
AGREEMENT TO ISSUE POLICY	1
SCHEDULE A	
1. Commitment Date	2
2. Policies to be issued, Amounts and Proposed Insureds	2
3. Interest in the Land and Owner	2
4. Description of the Land	2
SCHEDULE B-1 — Requirements	3
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.

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Company



Agent For
First American Title Insurance Company

INLAND TITLE COMPANY
524 W. Main Street
Grangeville, ID 83530
(208) 983-0150
Fax: (208) 983-3008

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 L. Anderson

SECRETARY

BY

Del Curran

COUNTERSIGNED

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.

**FIRST AMERICAN TITLE INSURANCE COMPANY
SCHEDULE A**

INLAND TITLE COMPANY, IDAHO COUNTY, IDAHO

Order No.: 19553 3543

Reference No.:

ENGLE / LEEPER

1. Commitment Date: **November 2, 2004** at **04:20 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)

\$ 238,000.00

\$ 1,019.00

Proposed Insured:

No credits applicable

LANCE LEEPER, a single man

Endorsements:

(b) **Loan Policy** (EXT. Loan Policy (10/17/92) FORM 1058-92)

\$ 135,000.00

\$ 288.00

Proposed Insured:

No credits applicable

**NATIONAL CITY MORTGAGE CO., its successors and/or assigns as their respective
interests may appear.**

Endorsements: **100, 116, 8.1**

\$ 50.00

(c) ()

Proposed Insured:

Endorsements:

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date by:

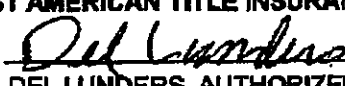
**Heirs and/or Devisees of D. LIVONA ENGLE, deceased. DONNA L. JOHNSON has been
appointed Personal Representative of said estate.**

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

SEE SCHEDULE C ATTACHED HERETO

FIRST AMERICAN TITLE INSURANCE COMPANY

By:


DEL LUNDERS, AUTHORIZED SIGNATORY

ALTA Plain Language Commitment
Schedule A (10/17/92)

Valid Only If Schedule B and Cover
are Attached

(19553 3543.PFD/19553 3543/2)

**FIRST AMERICAN TITLE INSURANCE COMPANY
INLAND TITLE COMPANY, IDAHO COUNTY, IDAHO**

SCHEDULE B - SECTION 1

REQUIREMENTS

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- d. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements and exceptions.
- e. Release(s) or Reconveyance(s) of item(s):
- f. You must give us the following information:
 - 1. Any off record leases, surveys, etc.
 - 2. Statement (s) of identity, all parties.
 - 3. Other:
- g. We require the Seller/Borrower Affidavit be completed and returned to us prior to recording.

FIRST AMERICAN TITLE INSURANCE COMPANY

INLAND TITLE COMPANY, IDAHO COUNTY, IDAHO

SCHEDULE B - SECTION 2

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

Part 1:

1. Taxes or assessments 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.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public record.
4. Discrepancies, conflicts in boundary line, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

END OF PART 1

PART 2 SPECIAL EXCEPTIONS

7. Taxes for the year 2004 on Parcel Number RP 32N05E023631 are assessed in the amount of \$1,662.10. The first half is due December 20, 2004; the second half is due June 20, 2005.
Homeowners Exemption: (X)active as of the 2004 tax statement.
8. Any claim arising from the difference in the mean high water line of the MIDDLE FORK OF THE CLEARWATER RIVER and the meander line as shown by the Original Government Survey.
9. Any right, title and interest of the State of Idaho within the natural bed of the MIDDLE FORK OF THE CLEARWATER RIVER below the ordinary high water line, and also excepting any accretion or avulsion changes of the ordinary high water line.

INLAND TITLE COMPANY, IDAHO COUNTY, IDAHO

SCHEDULE B - SECTION 2

EXCEPTIONS

(Continued)

Order No.: 19553 3543

10. Subject to the existing easements for U.S. Highway 12 right-of-way and public utilities now in use or existence on said land.
11. NATIONAL WILD AND SCENIC RIVERS SYSTEM RECREATION RIVER AREA EASEMENT recorded April 20, 1977 as Instrument Number 267721.
12. JUDGMENT ON DECLARATION OF TAKING AND ORDER FOR DELIVERY OF POSSESSION regarding a scenic easement, recorded May 8, 1978 as Instrument Number 273423.
13. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey noted below, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
Record of Surveys:
recorded September 20, 1985 as Instrument Number 322500;
recorded May 23, 1996 as Instrument Number 386925.
14. Possible rights of possession or ownership as disclosed by the fencelines contained in the legal description and the encroachment of a fence onto the East side of said land disclosed by a Record of Survey recorded September 20, 1985 as Instrument Number 322500, and any rights, easements, interests or claims which may exist by reason thereof.
15. EASEMENT AGREEMENT for a pumphouse, pump and water line, upon the terms, conditions and provisions contained therein:
Parties: D. LIVONAL ENGLE and JAMES H. MAY and RUTH ROARK MAY, husband and wife
Recorded: October 25, 2001 as Instrument Number 419386
16. WATER AGREEMENT upon the terms, conditions and provisions contained therein:
Parties: THE ESTATE OF D. LIVONA ENGLE and STEVEN R. PFAFF, a single person and NORMA L. PATTERSON, a single person
Recorded: June 11, 2004 as Instrument Number 435784

END OF EXCEPTIONS

The foregoing numbered exceptions 1-6 (except #5 in rural properties) may be eliminated in an ALTA Extended Coverage Policy

For your information only, we advise you of the following matter not within the insuring provisions of

INLAND TITLE COMPANY, IDAHO COUNTY, IDAHO

SCHEDULE B - SECTION 2

EXCEPTIONS

(Continued)

Order No.: 19553 3543

the commitment or policy:

THE PURPORTED Street Address of the real property is: HCR 75 BOX 111, KOOSKIA, IDAHO
83539

If you have any questions regarding this report, please feel free to contact:

INLAND TITLE COMPANY

Report Ordered By:

524 West Main

AGEE REALTY

Grangeville, ID 83530

208 983-0150 800-794-9404

613 4TH STREET

Copies To:

BARBARA YATES
FAX: 208-935-2362

SHANNON SNYDER
FAX: 208-935-2114

NATIONAL CITY MORTGAGE
FAX: 208-476-3185

In the event this transaction fails to close and this transaction is canceled, a fee will be charged to comply with the State of Idaho Department of Insurance regulations.

FIRST AMERICAN TITLE INSURANCE COMPANY

INLAND TITLE COMPANY, IDAHO COUNTY, IDAHO

Commitment Number: 19553 3543

SCHEDULE C
PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

Township 32 North, Range 5 East, Boise Meridian, Idaho County, Idaho,
Section 2: Government Lot 5 and the SW $\frac{1}{4}$ NW $\frac{1}{4}$

Section 3: Government Lot 6

LESS the following parcels originally described of record as follows:

A tract of land located in Government Lot 6, sometimes referred to as Idaho County Tax Assessor's Number 12, described as follows:

BEGINNING at the Northwest corner of Government Lot 6,

Thence East 1170.00 feet;

Thence in a Southwesterly direction to the Lewis Clark Highway right-of-way;

Thence in a Northwesterly direction on said Lewis Clark Highway 420 feet to the West line of Government Lot 6;

Thence North to THE POINT OF BEGINNING.

ALSO:

A tract of land located in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 2 and Government Lot 6 of Section 3, sometimes referred to as Idaho County Tax Assessor's Number 47, described as follows:

COMMENCING at a 5/8" dia. x 30" long iron bar with cap at a point of intersection of two fences, from which the $\frac{1}{4}$ corner of said Sections 2 and 3 bears N67°08'E, 448.00 feet;

Thence from said iron bar Northwesterly along a fence on the North side of U.S. Highway No. 12 through a curve to the right of undetermined radius, the chord of which bears N49°08'W, 591.60 feet to a 5/8" x 30" long iron bar with cap at the point of intersection of two fences, the TRUE POINT OF BEGINNING;

Thence N45°42'E, 1520.00 feet, more or less, along the fence to the South boundary line of Government Lot 4 of said Section 2;

Thence West 430 feet, more or less, along said South boundary line of Government Lot 4, to a point which is 140.70 feet West of the 1/16 corner between said Sections 2 and 3;

Thence S44°00'W, 1130 feet along a fence line to a point of intersection with the Lewis-Clark Highway No. 12 right-of-way fence line;

Thence S35°00'E, 320.00 feet along said fence line to THE TRUE POINT OF BEGINNING.

ALSO:

A tract of land located in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 2 and Government Lot 6 of Section 3, sometimes referred to as Idaho County Tax Assessor's Number 139, described as follows:

BEGINNING at a 5/8" dia. x 30" long iron bar with cap at the point of intersection of two fences, from which the $\frac{1}{4}$ corner of said Sections 2 and 3 bears N. 67°08' E., 448 feet;

Thence from said iron bar Northwesterly along a fence on the North side of U.S. Highway No. 12 through a curve to the right of undetermined radius, the chord of which bears N49°08'W, 591.60 feet to a 5/8" dia. x 30" long iron bar with cap at the point of intersection of two fences, and also being a Southeastern property corner;

Thence N45°42' E, 1508.80 feet along a fence, also being an East property line, to a 5/8" dia. x 30" long iron bar in a fence;

Thence N85°37' E, 542.60 feet along last said fence to 5/8" dia. x 30" long iron bar; Thence leaving said fence S38°20'W, 1574.50 feet to a fence corner;

Thence continuing along a fence S38°20'W, 315.70 feet, more or less, to the POINT OF BEGINNING.

SCHEDULE C
(Continued)

Commitment Number: 19553 3543

ALSO:

A tract of land located in Government Lot 5 and the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 2 and Government Lot 6 of Section 3, sometimes referred to as Idaho County Tax Assessor's Numbers 131 and 132, described as follows:
BEGINNING at a 5/8" x 30" rebar with cap marked "S700" set on the North line of U.S. Highway No. 12, from which point the Quarter Corner between said Sections 2 and 3 bears N67°08'E, 448 feet;
Thence S58°58'E, 744.2 feet along said North line to a 5/8"x30" rebar with cap marked "S700";
Thence continuing S58°58'E, 443.10 feet along said North line to a 5/8"x30" rebar with cap marked "S700";
Thence N32°27'E, 1358.00 feet to the East line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 2;
Thence North 938.00 feet along the East line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$ to the center of the NW $\frac{1}{4}$ of said Section 2;
Thence West 571.00 feet along the fence marking the North line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$ to a 5/8"x30" rebar with cap marked "S700";
Thence S38°20'W, 1890.20 feet to THE PLACE OF BEGINNING.

The above parcel is also described as follows:

Commencing at the Northeast Corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 2, marked by a brass monument established by the Bureau of Land Management, the TRUE POINT OF BEGINNING:
Thence S27°43'21"W, 2,181.53 feet to the Northerly right-of-way boundary of U.S. Highway No. 12;
Thence N59°04'31"W, 530.83 feet along said right-of-way boundary;
Thence N30°31'01"E, 322.43 feet;
Thence N38°17'10"E, 1,759.70 feet to the Northerly boundary of said SW $\frac{1}{4}$ NW $\frac{1}{4}$;
Thence S89°49'06"E, 216.18 feet along said boundary to the TRUE POINT OF BEGINNING.

AND

Commencing at the Northeast Corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 2, marked by an aluminum monument established by the Bureau of Land Management;
Thence N89°49'06"W, 216.18 feet along the Northerly boundary of said SW $\frac{1}{4}$ NW $\frac{1}{4}$ to the TRUE POINT OF BEGINNING:
Thence S38°17'10"W, 1,759.70 feet;
Thence S30°31'01"W, 322.43 feet to the Northerly right-of-way boundary of U.S. Highway No. 12;
Thence N59°04'31"W, 340.79 feet along said right-of-way boundary;
Thence N38°12'03"E, 1,889.75 feet, (formerly N38°20'E, 1,890.2 feet), to the Northerly boundary of said SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 2;
Thence S89°49'06"E, 377.70 feet along said boundary to the TRUE POINT OF BEGINNING.

ALSO:

A tract of land located in Government Lot 5 and the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 2, sometimes referred to as Idaho County Assessor's Tax Number 124, described as follows:
Commencing at the Northeast corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 2, marked by an aluminum monument established by the Bureau of Land Management, the TRUE POINT OF BEGINNING;
Thence S01°03'41"W, 661.13 feet along the Easterly boundary of said SW $\frac{1}{4}$ NW $\frac{1}{4}$ to the Center South Northwest 1/64 corner marked by an aluminum monument established by the Bureau of Land Management;
Thence S00°52'34"W, 276.87 feet continuing along the Easterly boundary of said SW $\frac{1}{4}$ NW $\frac{1}{4}$; Thence S32°09'46"W, 1365.44 feet, (formerly S 32°27' W, 1358.00 feet) to the Northerly right-of-way boundary of U.S. Highway No. 12;
Thence N59°04'31"W, 316.47 feet along said right of way boundary;
Thence N27°43'21"E, 2,181.53 feet to the TRUE POINT OF BEGINNING.

ALSO

A tract of land located in Government Lot 5, sometimes referred to as Idaho County Assessor's Tax Numbers 11 and 17 and part of Tax Number 91, described as follows:

SCHEDULE C
(Continued)

Commitment Number: 19553 3543

BEGINNING at a point where Lewis Clark Highway intersects the East line of Government Lot 5;
Thence North 1,000.20 feet;
Thence in a Southwesterly direction 866.86 feet;
Thence paralleling said highway in a Southeasterly direction 502.5 feet to the **POINT OF BEGINNING**.