

75155

Applicant Kenny Crist 760 E 2700 S
837-6259 Hagerman Id.

Form 222 6/08

Page ____ of ____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. _____

RECEIVED
AUG 29 2008
DEPT. OF WATER RESOURCES
SOUTHERN REGION

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

Name of Applicant Richard Holt

Phone

949-678-1110

Mailing address 33851 Blue Lantern St. Dana Point CA

Email

A. PURPOSE OF TRANSFER

1. ☐ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☒ Other add place of use
2. Describe the reason for the proposed changes Purchase of 20+- Acres, Transfer
OF OWNERSHIP
split right

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Right Number 36-7228 Priority 3/6/1972 Amount (cfs/ac-ft) 2 CFS Nature of Use Fish Propagation Period of Use 1/01 to 12/31

2. Total amount of water being transferred 2 cubic feet per second and/or _____ acre-feet per annum.3. Source of water Springer Springs tributary to Riley Creek

4. Point(s) of Diversion:

Lot	%	%	%	Sec	Twp	Rge	County	Local name for diversion
				36	07S	13E	Gooding	See Attached #1
								2 pods

5. Lands irrigated or place of use: See Attached #1 A

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Total
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
07S	13E	16																	X

Total Acres _____

8-28-08

RBH
8-29-08

Page _____ of _____

Transfer No. 75152

PART 1

6. General Information:

- a. Description of diversion system Big Bend Ditch With A New Point of Rediversion From the Big Bend Ditch. One additional/new Point of Rediversion.
- b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
No X Yes _____ If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes & list name of entity: _____
- c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:
NO Change to Irrigated Land. Change will occur on non tilled Portion of Property.
- d. Remarks:
See Attached #2.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

And the said application is hereby _____, subject to the following conditions:

Witness my hand this _____ day of _____, 20_____.

For the Director

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)
) PARTIAL DECREE PURSUANT TO
) I.R.C.P. 54(b) FOR
Case No. 39576)
)
) Water Right 36-07228

RECEIVED
AUG 29 2008
DEPT. OF WATER RESOURCES
SOUTHERN REGION

NAME AND ADDRESS: KENNY CRIST
760 EAST 2700 SOUTH
HAGERMAN, ID 83332

SOURCE: TUCKER SPRINGS TRIBUTARY: RILEY CREEK
UNNAMED SPRING

QUANTITY: 6.00 CFS

PRIORITY DATE: 03/06/1972

POINT OF DIVERSION: T07S R13E S36 NWSE Within Gooding County
NWSE

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Fish Propagation	01-01 TO 12-31	6.00 CFS

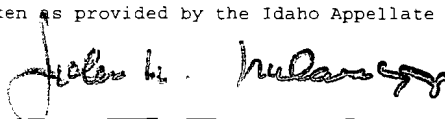
PLACE OF USE: Fish Propagation Within Gooding County
T07S R13E S16 SWSE SESE

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.



John M. Melanson
Presiding Judge of the
Snake River Basin Adjudication

Page _____ of _____

Transfer No. _____

PART 2

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

NO

If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount 2 1/2 for Fish Propagation purposes from 11/01 to 12/31
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec	Twp	Rge	County	Local name for diversion
				<u>NWSE 36</u>	<u>07S</u>	<u>13E</u>	<u>Gooding</u>	<u>Tucker Springs</u>

3. Lands irrigated or place of use:

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Total
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
<u>7S</u>	<u>13E</u>	<u>16</u>															<u>X</u>	<u>X</u>	

Total Acres _____

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. amount 4 1/2 for Fish Propagation purposes from 11/01 to 12/31
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
2. Point(s) of Diversion:

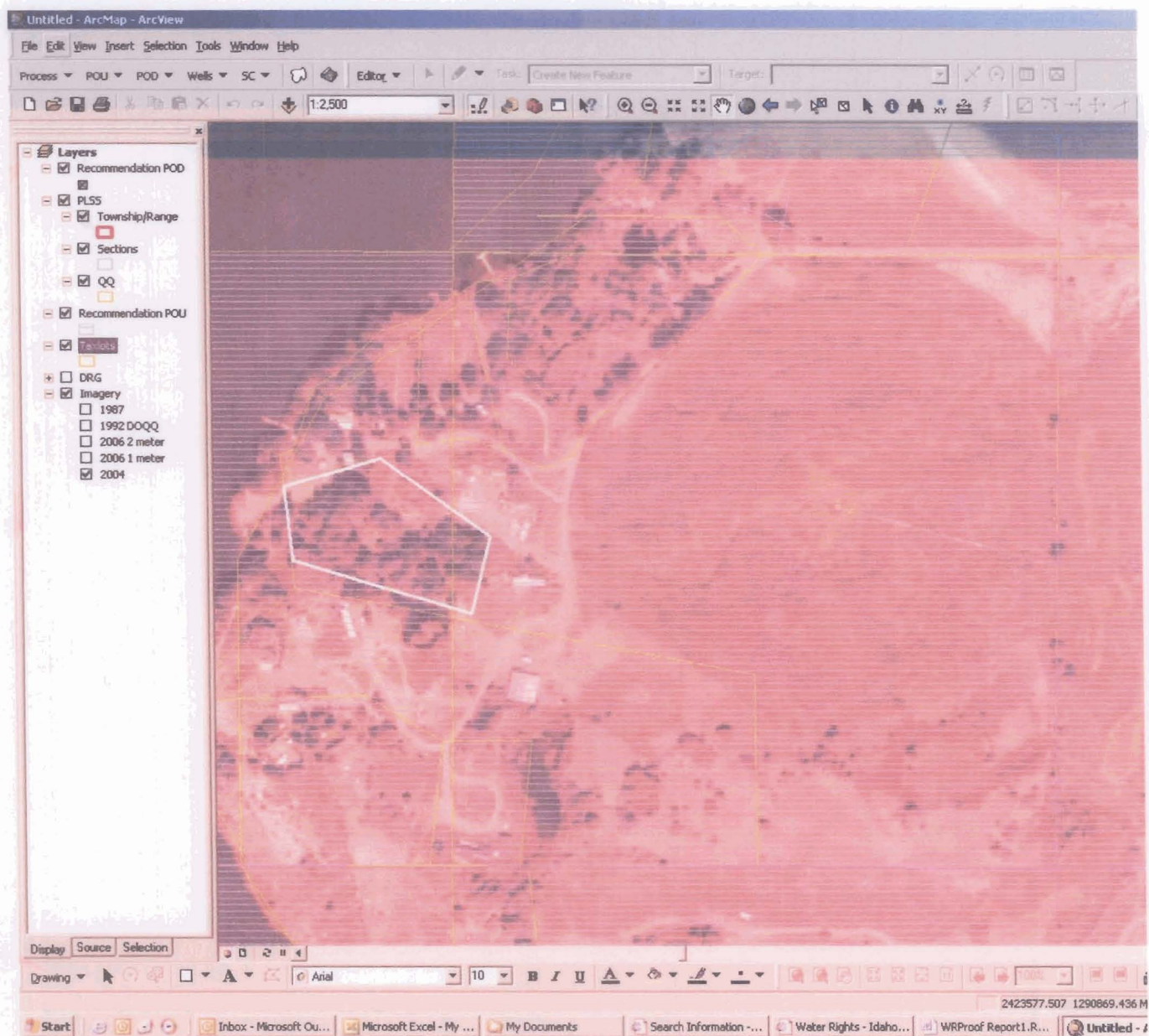
Lot	1/4	1/4	1/4	Sec	Twp	Rge	County	Local name for diversion
				<u>NWSE 36</u>	<u>07S</u>	<u>13E</u>	<u>Gooding</u>	<u>Tucker Springs</u>

3. Lands irrigated or place of use:

See Attached # 3A

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Total
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
<u>7S</u>	<u>13E</u>	<u>16</u>															<u>X</u>	<u>X</u>	

Total Acres _____



See if you can print this out and put it in the pack

Sincerely,
Jason Craig
Creative Financial Co Inc

Phone 877-837-1100
Fax 951-253-4719

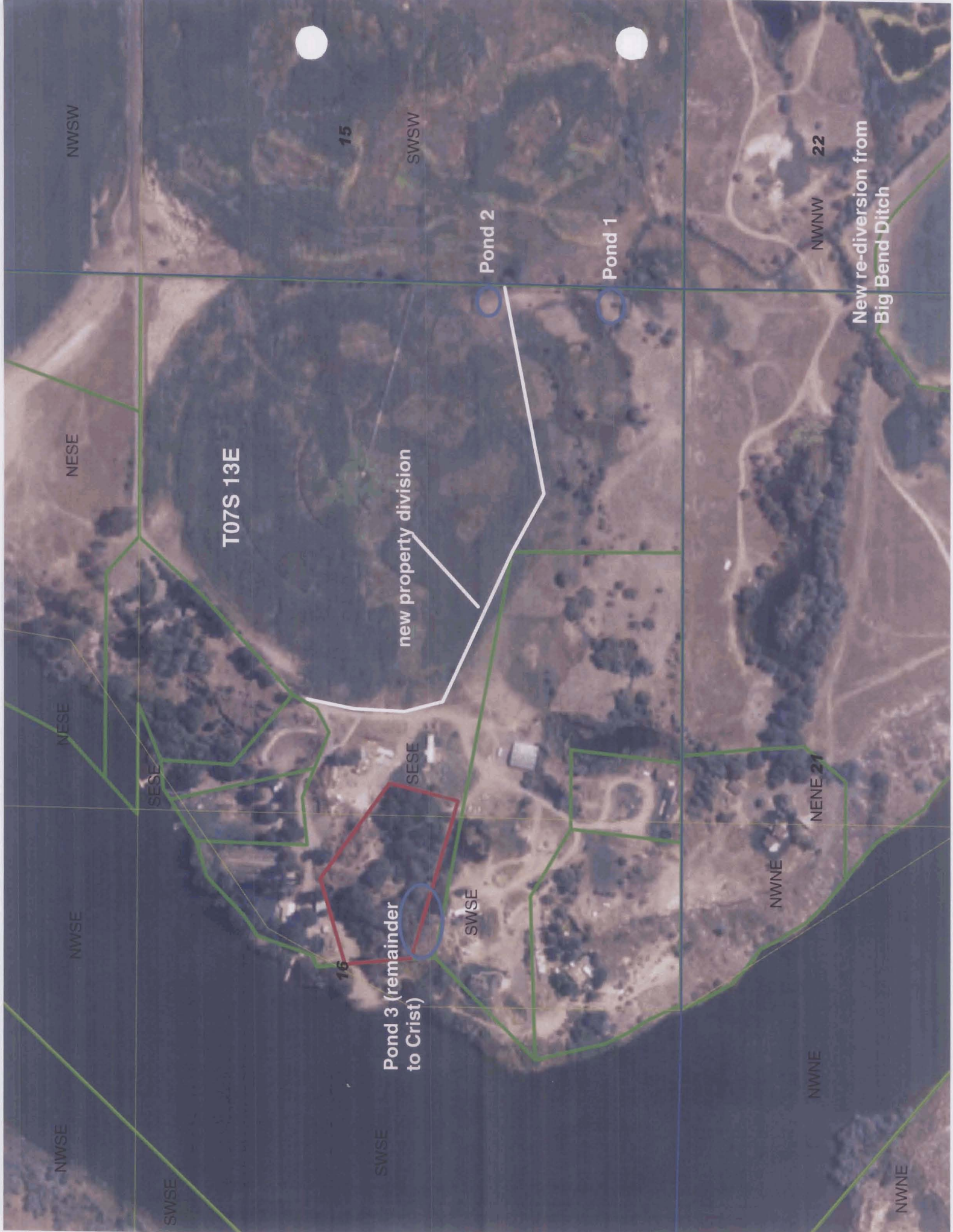
Begin forwarded message:

> From: "Edl, Michele" <Michele.Edl@idwr.idaho.gov>
> Date: July 3, 2008 9:18:58 AM PDT
> To: <power@apowerloan.com>
>

* WHITE AREA IS HOLT PARCEL.

RECEIVED
AUG 29 2008
DEPT. OF WATER RESOURCES
SOUTHERN REGION

8/27/2008



NWSE

15

SWSW

22

NWNW

New re-diversion from
Big Bend Ditch

Pond 2

Pond 1

NESE

T07S 13E

new property division

NESE

SESE

SESE

NENE 21

NWNE

NWSE

SWSE

16

Pond 3 (remainder
to Crist)

NWSE

SWSE

SWSE

NWNE

NWNE

PART 3**B. CHANGES IN NATURE OF USE**

1. New Nature of Use Amount(cfs/af-ft) Hours/days/year Period of Use
N/A _____ to _____
 _____ to _____

2. Quantity and quality of return flows and location of discharge: _____

3. Describe effects on other water uses resulting from the proposed change: _____

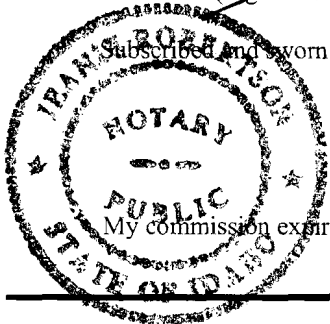
I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.

Richard Holt
Kenneth Crist
 (Signature of Applicant)

Richard Holt
Kenneth Crist
 Print Name (and title, if applicable)

Subscribed and sworn to before me this 29th day of August, 20 08



Jeanie Robertson
 (Notary Public)

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments

Received by Cy Date 8/29/08 Protest filed by _____

Prelim. Check by _____ Fee _____

Received by Cy Date 8/29/08 # 5030392

Published in _____ Copies of protest forwarded by _____

Pub. Dates _____ Hearing held by _____ Date _____

Watermaster recommendations requested on _____ Recommended for ☐ approval ☐ denial

_____ received _____ by _____

Copy of transfer sent to lien holder _____

This agreement dated August 29, 2008 between Kenneth Crist and Richard Holt. Kenneth Crist hereby agrees to sell and Richard Holt hereby agrees to purchase a 50% interest in 2 cfs of water from water right number 36-7228 for the sum of one hundred dollars (\$100). It is hereby agreed upon that the aforementioned 2 cfs of water has the right to flow from and through the fish propagation pond of Mr. Crist to the fish propagation pond located on the property of Mr. Holt and in conjunction with the easement previously recorded between these two parcels.

Richard Holt

Richard Holt

8-29-08

Date

RECEIVED
AUG 29 2008
DEPT. OF WATER RESOURCES
SOUTHERN REGION

Kenneth Crist

Kenneth Crist

8-29-08

Date



29th of August, 2008.

Jeanie Robertson notary
1-12-13 expires

On the rear of Fish Prop Pond 1 will have approximately a 8" gate with valve and pipe that will direct the aforementioned 2cfs (2 of 6) to the pond on Mr. Holts property, Fish Prop Pond 2.

The water level on Fish Prop Pond 2 will be gauged and controlled by the gate and valve on Fish Prop Pond 1 as is on a slightly lower elevation than Fish Prop Pond 1.

As Fish Prop Pond 2 reaches it's overflow valve the minimal overflow, created to keep from stagnation, will overflow onto a low area of the corner of the 20+- acre property.

The overflow water will not be used for irrigation and will be returned to the natural seepage area located in close proximity to the erection of Fish Prop Pond 2.

During periods of high rain or ground saturation any additional water overflow will be directed to a seep within the 20 +- acre parcel with will in turn run directly to the Snake River.

Effects, if any will be minimal at most. Being that the last two members on the Bigbend Ditch are Mr. Crist and Mr. Holt, no other member of the Ditch will be affected. The current property in question has in place 15 shares of water for irrigational purposes so the 2cfs will not be used at any time for irrigation.

Safety measures will be in effect from day 1 to ensure no more evaporation takes place naturally than is necessary. If a leak is detected safety valves will stop the water loss immediately, the issue will be fixed and normal flow can begin with minimal disruption if any.

RECEIVED
AUG 23 2008
DEPT. OF WATER RESOURCES
SOUTHERN REGION

KC 8-24-08
R.B.H. 8/29/08

Attached #2

The purpose for the Application of Transfer of Water right is for fish propagation. With the transfer of ownership from Mr. Kenny Crist to Mr. Richard Holt in the amount of 20 +- acres, 2cfs of water are being transferred to the 20 +- acre tract. The 2cfs of water are being transferred from water right # 36-7228 which has a total of 6cfs dated with a priority date of 3/6/1972.

RECEIVED
AUG 29 2008
DEPT. OF WATER RESOURCES
SOUTHERN REGION

This request is to create a pond for fish propagation on the newly acquired property of Mr. Holt. See attached map.

The new re-diversion from the Bigbend Ditch will cross the retained property of Mr. Crist in the form of an easement, notarized and recorded. See attached.

Two new ponds will be created during this process. The first pond, Fish Prop Pond 1, will be located on the remaining property of Mr. Crist and will be utilizing a "level" and free flow "in and out" style of water return. The pond will be approximately 35' x 35' covering approximately 1,225 sq ft of surface area to minimize evaporation and maximize return to the Bigbend Ditch.

On the rear of Fish Prop Pond 1 will have approximately a 8" gate with valve and pipe that will direct the aforementioned 2cfs (2 of 6) to the pond on Mr. Holts property, Fish Prop Pond 2.

The water level on Fish Prop Pond 2 will be gauged and controlled by the gate and valve on Fish Prop Pond 1 as is on a slightly lower elevation than Fish Prop Pond 1.

As Fish Prop Pond 2 reaches it's overflow valve the minimal overflow, created to keep from stagnation, will overflow onto a low area of the corner of the 20+- acre property.

The overflow water will not be used for irrigation and will be returned to the natural seepage area located in close proximity to the erection of Fish Prop Pond 2.

Fish Prop Pond 2 will be approximately 40' x 50' covering approximately 2,000 sq ft of surface area.

Mr. Crist and Mr. Holt are the last two water rights on the Bigbend Ditch before the water returns to the Snake River.

JCL
8-29-08
RBH
8-29-08

THIS EASEMENT AGREEMENT is made and entered into a the 8-29th day of _____, 2008, by and among Kenny Crist and Richard Holt.

WHEREAS, Grantors are the owners of certain property located in Gooding County, Idaho, which property is more particularly described on Exhibit A attached hereto (the "Easement Area")

WHEREAS, Grantors desire to grant to Grantee a perpetual easement over said property for the uses set forth herein;

NOW, THEREFORE, for and in consideration of the premises and the sum of One Dollar (\$1.00) to it in hand paid, the receipt of which is hereby acknowledged, Grantors hereby give and grant unto Grantee a perpetual right and easement over the property described on Exhibit A

GRANTORS AND GRANTEE, for themselves and their heirs, successors and assigns, further agree as follows:

- 1) This easement shall be between Kenny Crist, hereby known as owner of Parcel A and Richard Holt, hereby known as owner of Parcel B (see proposed plat attached as reference 1).
- 2) Mr. Crist hereby grants a full easement to Mr. Holt for a 25' section of property along the Eastern border of Parcel A to Mr. Holt owner of Parcel B. Mr. Crist also grants an additional 100' by 100' section (including the aforementioned 25') of property at the corner of the Eastern and Southern border of Parcel A to Parcel B (see proposed plat attached).
- 3) Parcel A is granting Parcel B, full and unlimited access, to this easement as it pertains to: water rights, fish propagation, spring, summer, winter and year round water access, road maintenance, pond maintenance, general property upkeep, electrical instillation and upkeep, vehicle access, access to Parcel B's water shares and water rights, inspection purposes, irrigation equipment, irrigation pipes or any alternative method of routing water to Parcel B. Access shall not be limited to Mr. Holt himself, any employee, sub contractor, contractor or person granted permission by Mr. Holt may have the same rights and privileges as Mr. Holt.
- 3) For this easement, Mr. Holt hereby agrees to install and maintain a pond for Mr. Crist on the 100' x 100' easement area no smaller than 30' x 30' and no larger than 70' x 70' as measured across the water surface from high water mark to high water mark. Mr. Holt agrees to install this pond within 1 calendar year from the recording of this document.
- 4) In consideration of this easement, in addition to the sum of One Dollar (\$1.00) Mr. Holt hereby agrees to allow any "runoff" of water from Parcel to run naturally over Parcel B or be piped in such a way that Mr. Holt finds acceptable at Mr. Holt's costs.
- 5) Mr. Holt hereby agrees to maintain the entire easement area as to its accessibility and structural maintenance and integrity and may bring in material in order to erect and maintain as necessary.
- 6) It is hereby agreed that no physical road or non-natural structure will be erected on any part of the easement unless expressly agreed to by all parties involved. Necessary tools and equipment used for directing, redirecting or moving of water will be exempt.
- 7) It is agreed that Mr. Holt may place a device or devices, electric pole or other electric utility or device, well or other water device, on said easement to access his legal water rights for Parcel B.
- 8) It is agreed that Mr. Holt will legally record this easement along with any other legal document needed to properly ensure its legality and recordation. All costs incurred will be solely the responsibility of Mr. Holt.

RECEIVED
AUG 28 2008
DEPT. OF WATER RESOURCES
SOUTHERN REGION

9) If at any time, title or possession of Parcel A or Parcel B transfer, it will be the responsibility of the current property owner to inform the new buyer, owner or possessor as to this agreement within the current Idaho law.

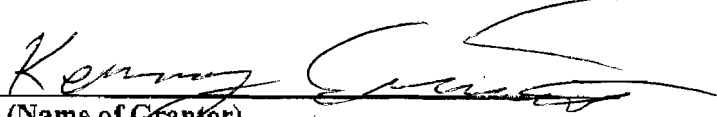
10) Grantors make no representations or warranties whatsoever, whether express or implied, with respect to the condition of or title to the property that is the subject of this Agreement, which property Grantee agrees to accept, AS IS, in its present legal and physical condition.

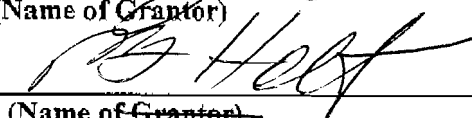
11) To the full extent permitted by law, Grantee shall defend, indemnify and hold harmless Grantors, and their successors and assigns, from and against all claims, demands, loss and damage by third parties arising out of or relating to use of the property by the public, provided such claims do not result from the acts, negligence or willful misconduct of Grantors or their heirs, successors or assigns.

12) Grantors, for themselves and their successors and assigns, reserve the right to grant easements or rights-of-way for underground utilities within the Easement Area for the benefit of the Grantors' adjacent land, at such locations and in such manner as may be approved by Grantee in the exercise of its reasonable discretion, provided such easements do not interfere with the use of the Easement area as set forth herein and provided Grantors repair any damage to the Easement Area resulting from the implantation of such utilities.

TO HAVE AND TO HOLD the aforesaid rights, privileges, and easement unto the Grantee, its successors and assigns, for so long as said property is utilized by Grantee, its successors and assigns, for the purposes set forth herein, and no longer.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement the day and year first above written.


(Name of Grantor)


(Name of Grantor)

GRANTEE

STATE OF NORTH IDAHO,
CITY OF _____.

I, _____, a Notary Public for THE CITY OF _____, Idaho, certify that Kenny Crist and Richard Holt personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal this _____ day of _____, 2008.

[Stamp/Seal]

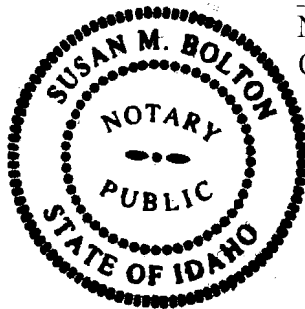
Notary Public
My Commission Expires: _____

STATE OF IDAHO

County of Gooding

On this 29th day of August, 2008, before me, Susan M. Bolton, a Notary Public in and for said county and state, personally appeared Kenny Crist and Richard Holt, known or proved to me to be the person who executed the foregoing instrument, and acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Susan M. Bolton
Notary Public residing at Gooding, Idaho
Commission Expires: 10/16/2010

Order No. G070352

WARRANTY DEED

For Value Received

KENNY LEROY CRIST and RONDA L. CRIST, Husband and Wife

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

RICH B. HOLT, an unmarried man

the grantee(s), whose current address is

3385 Blue Lantern Street, Dana Point, CA 92629

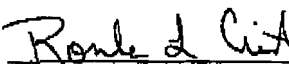
the following described premises; to-wit:

See Attached Exhibit "A"

TOGETHER WITH 10 SHARES OF BIG BEND IRRIGATION

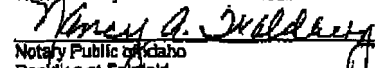
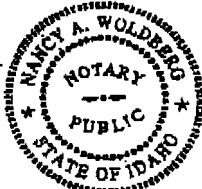
TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that he/she/they are the owner(s) in fee simple of said premises; that said premises are free 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 he/she/they will warrant and defend the same from all claims whatsoever.

Dated: November 14, 2007


KENNY LEROY CRIST
RONDA L. CRISTSTATE OF IDAHO
COUNTY OF GOODING

On This 9th day of November, in the year 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared KENNY LEROY CRIST and RONDA L. CRIST, 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.

WITNESS my hand and official seal.


Notary Public for Idaho
Residing at Fairfield
Commission Expires: 8-15-11

Instrument # 224226
GOODING, GOODING, IDAHO
2007-11-15 03:07:59 No. of Pages: 3
Recorded for: GOODING TITLE AND ESCROW, INC.
DENISE M. GILL Fee: \$150
Ex-Officio Recorder Deputy 

RECEIVED
AUG 28 2008
DEPT. OF WATER RESOURCES
SOUTHERN REGION

**EXHIBIT A
G070362****Parcel 1**

A parcel of land located in Government Lot 6 of Section 16, Township 7 South, Range 13 East, Boise Meridian, Gooding County, Idaho, said parcel being more particularly described as follows:

Commencing at the Southeast corner of said Section 16, from which the East One Quarter (E $\frac{1}{4}$) corner of said Section 16 bears North 00°12'00" East 2641.98 feet, Thence North 00°12'00" East along the East boundary of Government Lot 6 of said Section 16 for a distance of 454.79 feet to the TRUE POINT OF BEGINNING:

THENCE South 78°10'00" West for a distance of 636.34 feet;
THENCE North 57°29'00" West for a distance of 31.15 feet;
THENCE North 01°03'23" West for a distance of 69.17 feet;
THENCE North 80°00'08" West for a distance of 150.47 feet;
THENCE North 57°29'00" West for a distance of 626.60 feet;
THENCE North 47°29'25" East a distance of 191.80 feet to a point in the center of a 25.00 foot wide access easement;
THENCE North 62°25'01" East along the center of the 25.00 foot wide access easement for a distance of 87.26 feet;
THENCE North 28°36'31" East along the center of the 25.00 foot wide access easement for a distance of 67.75 feet;
THENCE North 46°40'31" East along the center of the 25.00 foot wide access road for a distance of 329.27 feet;
THENCE North 41°49'27" East along the center of the 25.00 foot wide access road for a distance of 203.76 feet to a point on the North boundary of Government Lot 6 of said Section 16;
THENCE North 89°40'20" East along the North boundary of Government Lot 6 of said Section 16 for a distance of 636.71 feet to the Northeast corner of said Government Lot 6;
THENCE South 00°12'00" West along the East boundary of Government Lot 6 of said Section 16 for a distance of 866.20 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO: A 12.50 foot wide access and utility easement along the Northwestern boundary of the before described parcel.

SUBJECT TO: A 25.00 foot wide county road easement along the North boundary of the before described parcel

Parcel 2

A parcel of land in Government Lot 6 of Section 16, Township 7 South, Range 13 East Boise Meridian, Gooding County, Idaho, said parcel being more particularly described as follows:

Commencing at the Southeast corner of said Section 6 which is monumented with a Government Brass Cap and from which the meander corner of Section 16 and 21 which is monumented with a Government Brass Cap and is located South 89°30'19" West 1709.12 feet from the Southeast corner of said Section 16, Thence North 61°05'25" West along a tie line for a distance of 1678.67 feet to the TRUE POINT OF BEGINNING:

THENCE South 72°00'00" West for a distance of 296.66 feet to a point on the apparent mean high water line of the Snake River;
THENCE along the apparent mean high water line of the Snake River on the following courses:
North 03°23'03" West 21.18 feet;
North 03°23'58" East 27.98 feet;
North 47°42'18" East 56.17 feet;
North 28°48'05" East 40.91 feet;
North 23°22'22" East 21.14 feet;
North 25°15'01" East 21.91 feet;
North 28°57'41" East 80.96 feet;
North 26°10'10" East 36.97 feet;
North 00°08'45" West 11.48 feet;
THENCE leaving the apparent mean high water line of the Snake River on a bearing of North 69°69'40" East for a distance of 150.00 feet;
THENCE South 00°00'20" East for a distance of 186.40 feet to the TRUE POINT OF BEGINNING.

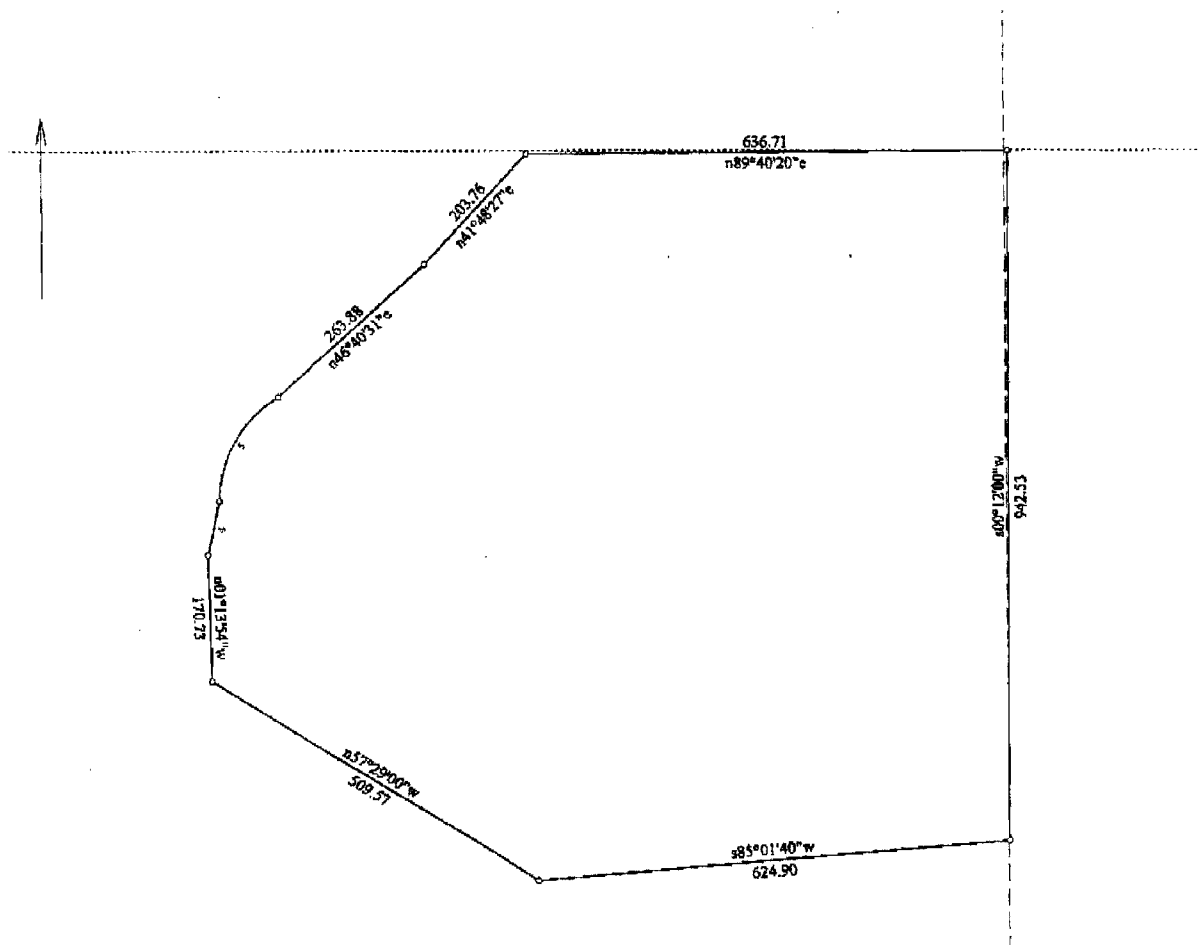
TOGETHER WITH:

A 25.0 foot wide access easement for the purpose of ingress and egress, said easement being on, over, under and across the North 25.0 feet of the East 636.71 feet of Government Lot 6 of said Section 16.

A 25.0 foot wide access easement for the purpose of ingress and egress, said easement being centered on the following described line:

Commencing at the Southeast corner of said Section 6, Thence North 00°12'00" East along the East boundary of Government Lot 6 of said Section 16 for a distance of 1821.13 feet to the Northeast corner of said Government Lot 6, Thence South 89°40'20" West for a distance of 636.71 feet to the TRUE POINT OF BEGINNING:

THENCE South 41°48'27" West for a distance of 203.70 feet;
THENCE South 46°40'31" West for a distance of 329.27 feet;
THENCE South 28°38'31" West for a distance of 87.75 feet;
THENCE South 62°25'01" West for a distance of 87.25 feet;
THENCE North 68°51'29" West for a distance of 171.38 feet;
THENCE South 84°10'47" West for a distance of 114.04 feet;
THENCE South 83°45'37" West for a distance of 97.12 feet to a point on the East boundary of the before
described parcel and being the terminus point of said easement.

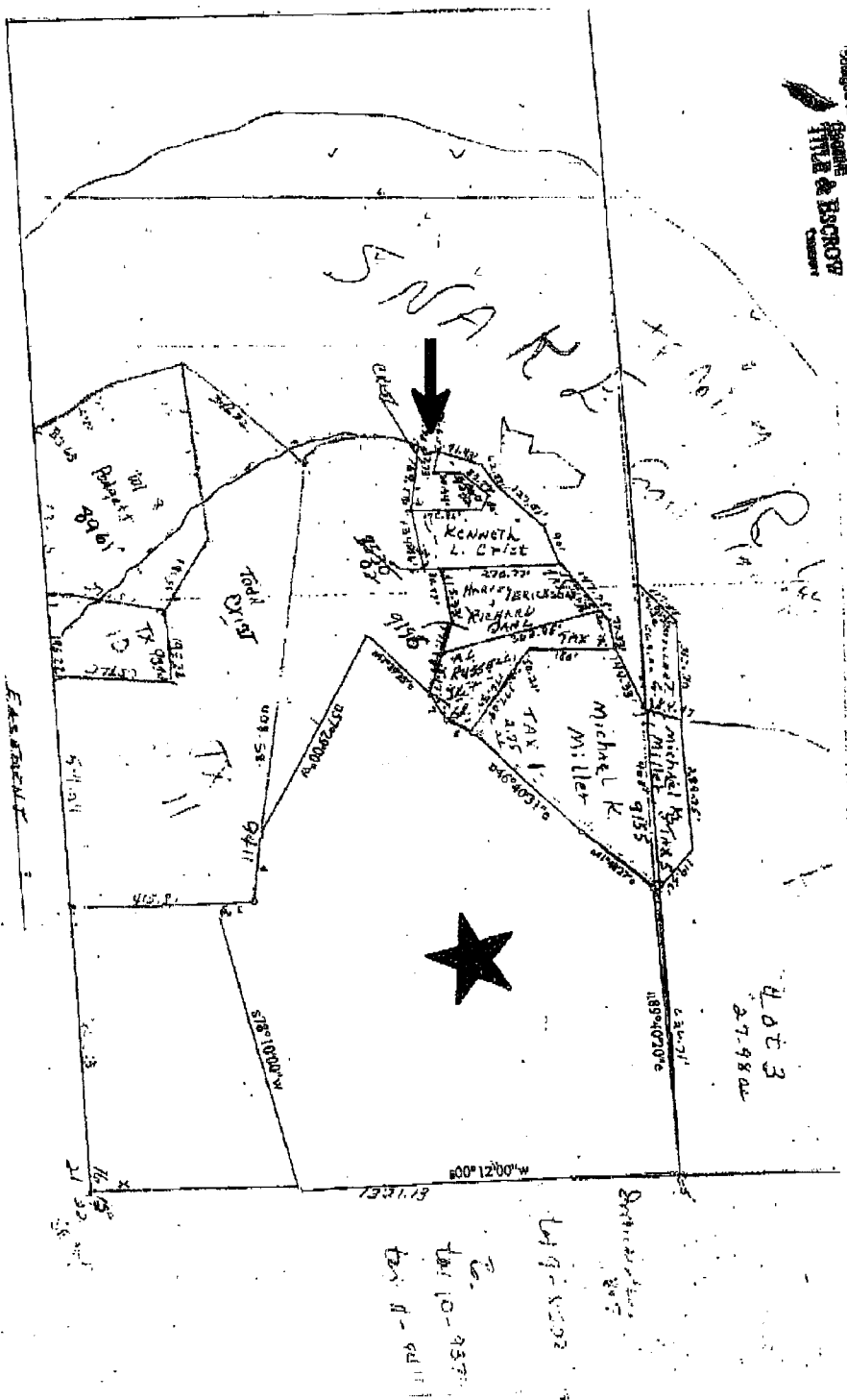


Title:		Date: 06-27-2008
Scale: 1 inch = 200 feet	File:	
Tract 1: 20.195 Acres: 879710 Sq Feet: Closure = n77.5926w 0.01 Feet: Precision = 1/545688: Perimeter = 3597 Feet		
001==se,16.07s,13e	005==n01.1354w 170.73	009==n41.4827e 203.76
002==s00.1200e 378.43	006==n11.5420e 76.42	010==s39.4020e 636.71
003==s85.0140w 624.90	007: R1, R=10.00 Bsq=39.1725a, Chd=161.35	011==s00.1200w 942.53
004==s57.2900w 509.57	008==n46.4031e 263.88	

This map is given for informational purposes only - no boundaries are made as to the actual subject and boundaries reflected herein.

Revised
Title & Eschrow
Company

This is the old plot for Holt



FOR ASSESSMENT
USE ONLY