



State of Idaho

DEPARTMENT OF WATER RESOURCES

NORTHERN REGION, Suite No. 210 • 1910 Northwest Blvd. • Coeur d'Alene, Idaho 83814-2615
(208) 769-1450

RECEIVED

APR 18 2005

Department of Water Resources

Fax (208) 769-1454

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

RECEIVED
APR 14 2005
IDWR/North

November 29, 2004

Judith Foust
Box 134
Colton, WA 99113

RE: 84-10202

Dear Ms. Foust:

We have received your Notice of Error Reply notifying us that Charles and June Field have passed away. If the name on the water right needs to be changed then the change of water right ownership needs to be completed and returned with a legal document showing that change of ownership.

If you have any questions please contact me.

Sincerely,

Kenneth Knoblock
Water Resources Agent

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

RECEIVED
APR 14 2005
IDWR/Notr.

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, 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
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

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) are 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**.

Name and Address of Former
Owner/Claimant(s)

Charles O Field And June M. Field
Box 134 COLTON, WA 99113

New Owner/Claimant(s)

GARY L. GEIDL

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

New Mailing Address

2944 GRANGEMONT ROAD

City, State and ZIP Code

Griffin, Id 83544

New Telephone Number

(208) 476-3606

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

G L Geidl

O.K. to change ownership at 5-18-05 record changed, NCAP done.
5-18-05-JN

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.

Form No. 1402.92
(10/17/92)
ALTA Owner's Policy



POLICY OF TITLE INSURANCE



ISSUED BY

First American Title Insurance Company



Clearwater County Land Title Company
P.O. Box 749
131 Michigan Avenue
Orofino, ID 83544
(208) 476-5744
Fax: (208) 476-3601

A Policy-Issuing Agent of First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California 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.

First American Title Insurance Company

BY  PRESIDENT
ATTEST  SECRETARY

J 2004625

FIRST AMERICAN TITLE INSURANCE COMPANY

SCHEDULE A

File Number: T24102

Policy Number: 2004625

Amount of Insurance: \$ 30,000.00

Premium: \$ 320.00

Date of Policy: September 15, 2004 at 01:00 PM

1. Name of Insured:

Gary L. Geidl

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:

Gary L. Geidl

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

SEE SCHEDULE C ATTACHED HERETO

SCHEDULE C
PROPERTY DESCRIPTION

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

Situate in the County of Clearwater, State of Idaho.

PARCEL 1:

A portion of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 10, Township 36, North, Range 2 East, Boise Meridian, described as:

Beginning at a point 897.5 feet West and 769.9 feet North of the Southwest corner of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 10; thence North 41°29' East, 220 feet; thence South 43°23' East 16 feet; thence South 41°29' West 220 feet, more or less, to the County Road right of way; thence North 43°23' West 16 feet along said right of way to the point of beginning.

PARCEL 2:

Beginning at a point which is 897.5 feet West and 769.9 feet North of the Southwest corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 10, Township 36 North, Range 2 East, Boise Meridian; thence North 41°29' East 220 feet; thence North 43°23' West 65 feet; thence South 41°29' West 220 feet more or less, to the County Road right of way line; thence South 43°23' East along said right of way line 65 feet, more or less, to the point of beginning, being a part of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 10, Township 36 North, Range 2 East, Boise Meridian.

PARCEL 3:

A part of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 10, Township 36 North, Range 2 East of the Boise Meridian, Clearwater County, Idaho being more particularly described as follows:

Commencing at the Northwest corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$; thence North 87°42'14" East along the North line of said Section 10 a distance of 189.97 feet to a point at the intersection of said North line and the Southerly right of way line of the Camas Prairie Railroad, said point being a 5/8" diameter rebar; thence South 59°12'49" East along said right of way line, a distance of 546.84 feet to the True Point of Beginning; said point being a 5/8" diameter rebar, thence continuing along said right of way line South 59°14'14" East, a distance of 81.25 feet; thence South 40°51'09" West a distance of 152.64 feet; thence North 44°00'51" West a distance of 80.31 feet; thence North 40°51'09" East a distance of 131.22 feet to the True Point of Beginning.

FIRST AMERICAN TITLE INSURANCE COMPANY

SCHEDULE B

File Number: T24102

Policy Number: 2004625

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:

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 records.
4. Discrepancies, conflicts in boundary lines, 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 liens, or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Paragraphs 1 and 2 of the Exclusions from Coverage are expressly extended to include those laws, ordinances or regulations of an Indian tribe or nation.
8. 2004 taxes are an accruing lien, not due or payable until the fourth Monday in November of the current year, the first one-half of which is not delinquent until after December 20 of the current year.
9. Reservation of all mines, minerals, mineral products of every kind and character, by document recorded June 8, 1932, Book 20 of Deeds, page 148, together with the appurtenant rights to use the surface of the land.
10. Special assessments, if any, for the City of Orofino Creek Whiskey Creek Water & Sewer District.
11. Deed of Trust to secure an indebtedness of \$25,000.00
Recorded: September 15, 2004 as Instrument No. 197169

FIRST AMERICAN TITLE INSURANCE COMPANY

Policy Number: 2004625

SCHEDULE B

(Continued)

Grantor: Gary L. Geidl
Trustee: Clearwater County Land Title Company
Beneficiary: Estate of Charles Omer Field

er monument

50 ft R/W

Centerline Sta. 188+29.24 @ Sectionline

BASIS OF BEARING

Fd. 2 1/2" d
Per CPF Inst

1320.24' (M)

N 87°42'14" E
189.97ft (M)

S 59°12'49" E
93.93ft (M)

N 87°42'14" E
1320.24' (M)

1319.76 (R)
per ROS #177106
20.00 ch (GLO)

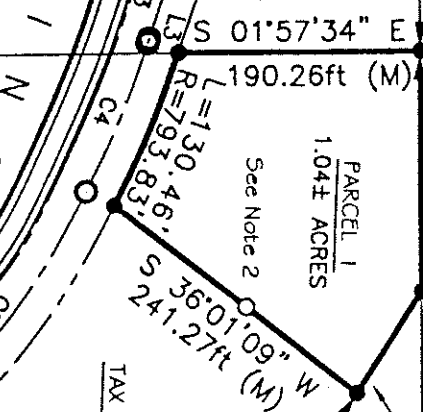
1319.76 (R)
per ROS #177106
20.00 ch (GLO)

PARCEL 1
1.04± ACRES

See Note 2

TAX PARCEL #1244

Fd. 1" iron pipe encroaching
2.50 ft onto RR RW



of assisting in locating said land, and the Company assumes no liability for variations if any, in dimensions and location ascertained by actual survey."

1/4, NW 1/4

NCES

vey of Section 10, T36N, R2E was
Robb in 1897.
acent to old root cellar was held to
rty property line.
from N.P.R., Orofino Branch Right of
recorded in Book 16 of Deeds,
ounty Records.
ive's Deed Inst. No. 165788.

1169.32' E
S 01°57'34" E

S 59°14'14" E
81.25' (M)

N 40°51'09" E
328.42' (M)

PARCEL 2
0.63± ACRES

S 37°32'54" E
81.66' (M)

TAX PARCEL #1042

TAX PARCEL #1078

25 ft R/W

25 ft R/W

100 ft R/W

50 ft County Rd. RW

Bridge

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

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(C) 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

under to perfect the 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 portion 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 the 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 1 First American Way, Santa Ana, California 92707, or to the office which issued this policy.