

IDAHO DEPARTMENT OF WATER RESOURCES

15N, 03E, S01

5b



1987 NAPP PHOTO

-  POINT OF DIVERSION
-  PLACE OF USE
-  1/4 1/4 LINES
-  SECTION LINES
- 6 ACRES
- 6 SECTION NUMBERS

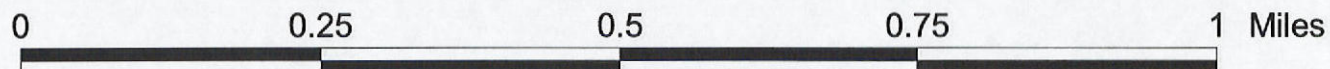


CLAIM(S): 65-09618

OWNER(S): LIND TRUST

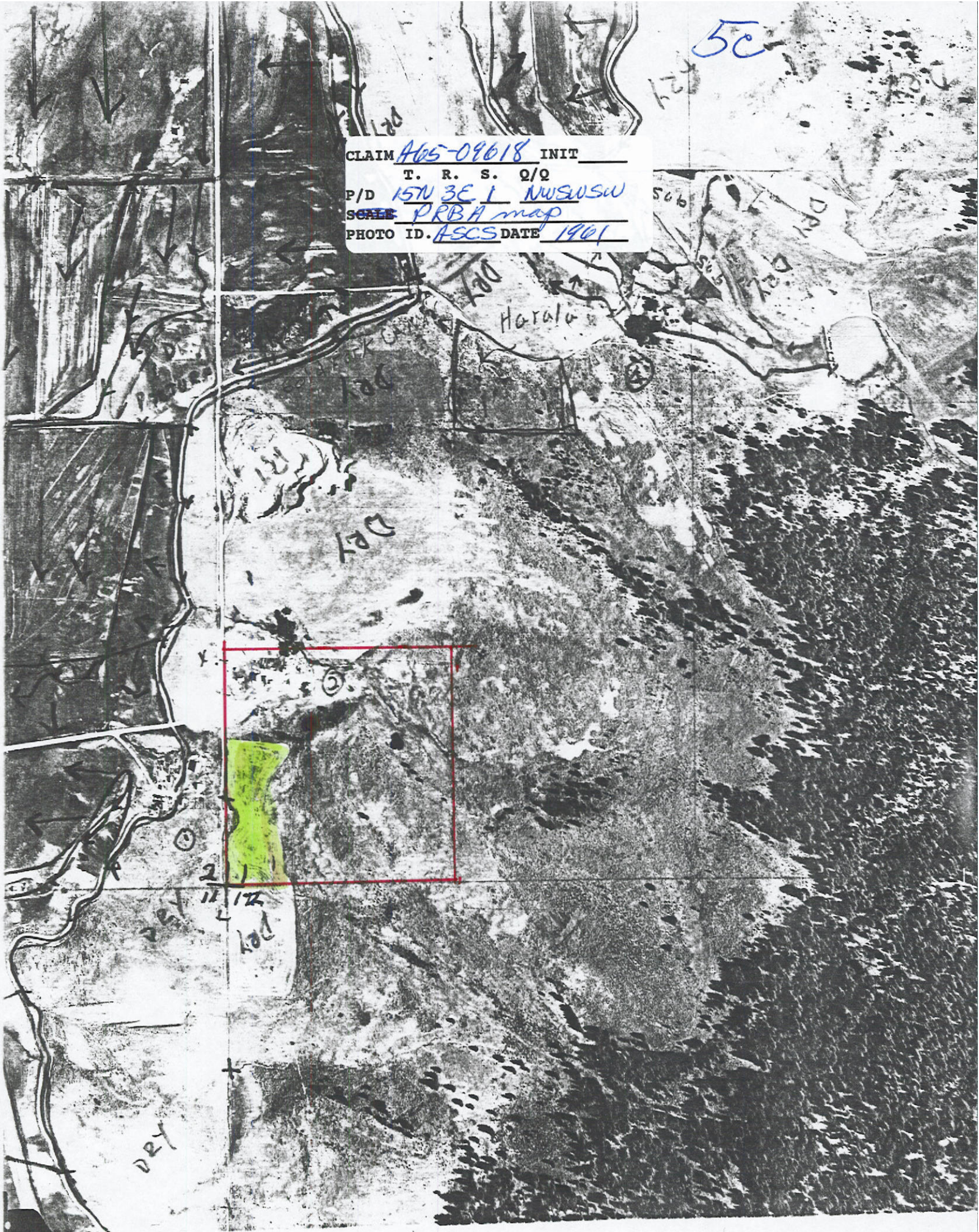
Prepared by Mel Schulte

DATE: APRIL 22, 1999



5c

CLAIM A65-09618 INIT
T. R. S. Q/Q
P/D 15N 3E 1 NWSUSW
SCALE PRBA map
PHOTO ID. ASCS DATE 1961



1005

A handwritten diagram of a rectangular plot. The top horizontal boundary is labeled '100.00'. The right vertical boundary is labeled '27.8'. The bottom horizontal boundary is labeled '100.00'. The left vertical boundary is labeled '27.8'. Inside the rectangle, there is a smaller rectangle with a horizontal dimension of '45.70' and a vertical dimension of '10.00'. To the left of this inner rectangle, there is a vertical dimension of '17.80'. To the right of the inner rectangle, there is a vertical dimension of '17.80'. The area of the inner rectangle is calculated as '457.00'. The area of the left section is calculated as '178.00'. The area of the right section is calculated as '178.00'. The total area is calculated as '813.00'. The text 'Kilnt' is written vertically on the left side of the diagram.

Mayo
Talkerhi
Trust,
et al

See also
2.192

Testamentary Trust

6005
Tolliver, John
of Tarrs Linn.
deceased

Raise Cascade Corp.

Bara (A5014)

12

This document copy is furnished as an accommodation. The Company makes no representations as to its effect, sufficiency, completeness or any other matters that might be referred to or implied therein.

Miyoko Takeuchi
Trust,
et al

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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A65-09618
Date Received: 11/16/1988
Receipt No: X999999
Received By: SP DE

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: FARRIS C. LIND TESTAMENTARY TRUST 208-375-0942
Address: % KENT JOHNSON OR KENT LIND
P.O. BOX 7627
BOISE, ID 83707

2. Date of Priority: JUN 01, 1924

3. Source: SPRINGS Trib. to: CASCADE RESERVOIR

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
15N	03E	1	SW	SW			VALLEY

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/15	10/15	0.120		
STOCKWATER	01/01	12/31	0.020		0.20

7. Total Quantity Appropriated is:
0.140 C.F.S. (and/or) 0.20 A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use
15N	03E	1	SW	SW		IRF

Section Acres

A65-09618

Page 1

Date: 01/31/89

MICROFILMED
SEP 24 1992

10. Place of Use: Continued

Total Acres 6.0

11. Place of use in counties: VALLEY

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:

14. Remarks:

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: 1/21/1986

STATE OF IDAHO

Decree Plaintiff

vs

A & C CORP., ET AL.

Decree Defendant

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): _____ Date: _____
_____ Date: _____

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____
My Commission Expires _____



State of Idaho
DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190
FAX (208) 334-2348

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

November 6, 2000

J P SEUBERT
JEANNE M SEUBERT
PO BOX 57
COTTONWOOD ID 83522-0057

Re: Notice of Claim To A Water Right No. 65-09618

Dear Claimants:

Enclosed is a copy of the above referenced water right, which reflects the change in ownership of the land and appurtenant water rights covered under the original filing.

Thank you for your patience in this process, as we have had several ownership changes to process. If you have any further questions or concerns regarding the enclosed water rights, please feel free to contact this office.

Sincerely,

A handwritten signature in cursive script that reads "Denise Buffington".

Denise Buffington
Office Specialist 1
Adjudication Section
Western Regional Office

DB:db

Enclosures

AJ0749NP
No. R65-09618

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

DATE: 09/03/99
PAGE: 1

=====

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	FARRIS C LIND TESTAMENTARY TRUST % KENT JOHNSON OR KENT LIND PO BOX 7627 BOISE ID 83707 (208) 375-0942	06/01/1924	IRRIGATION STOCKWATER	04-15 10-15 01-01 12-31	0.120 CFS 0.020 CFS	0.20 AFA
TOTAL DIVERSION:					0.140 CFS	0.20 AFA

Water Source: SPRINGS

Tributary to: GOLD FORK RIVER

Stage: DECREED

Point(s) of Diversion:

T15N R03E S01

NWSWSW

VALLEY County

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE					
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	SUM
15N	03E	1	:																	:	6.0
TOTAL ACRES																				6.0	

Place of use location for STOCKWATER is the same location as described for: IRRIGATION

POU County: VALLEY

Conditions of Approval:

- N05 - THE QUANTITY OF WATER UNDER THIS RIGHT FOR STOCKWATER USE
- SHALL NOT EXCEED 13,000 GALLONS PER DAY.
- N08 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT FOR
- STOCKWATER USE IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL
- USE.

Remarks: EXP STOCKWATER, 4 HORSES.

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number: 65

Field Inspection Flag:
Presumption Flag:

Audit: 09/03/99 SBOCK

September 29, 1999

**NOTICE OF ERROR
REPLY**

RECEIVED

OCT 04 1999

**WATER RESOURCES
WESTERN REGION**

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: October 29, 1999

Water right number: 65-09618

FARRIS C LIND TESTAMENTARY TRUST
C/O KENT JOHNSON OR KENT LIND
PO BOX 7627
BOISE ID 83707

Daytime Telephone Number:

Evening Telephone Number:

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

2. Describe the changes you wish to make in the proposed recommendation:

3. Give a brief explanation as to why you disagree with these portions:

☒ I AGREE with this proposed recommendation; no changes need to be made.

DATE: 9-30-99 SIGNATURE: [Signature]

Please print your name: KENT JOHNSON

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

14:26:35
04/22/99
16

PAGE: 16
PROFILE REPORT

CLAIM NUMBER: A65-09618

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	FARRIS C LIND TESTAMENTARY TRUST	06/01/1924	IRRIGATION STOCKWATER	04-15 10-15 01-01 12-31	0.12 CFS 0.02 CFS	0.20 AFA
TOTAL DIVERSION:					0.14 CFS	0.20 AFA

Water Source: SPRINGS

Tributary to: ~~CASCADE RESERVOIR~~

Stage: DECREED

Point(s) of Diversion:

T15N R03E S01

SWSW

Gold Fork Creek

VALLEY County

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE					
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	SUM
15N	03E	1	:																	:	6.0
TOTAL ACRES																				6.0	

Place of use location for STOCKWATER is the same location as described for: IRRIGATION

POU County: VALLEY

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number: 65

Field Inspection Flag:
Presumption Flag:

WR5809NP
No. 65-09618

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT

DATE: 04/22/99
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	FARRIS LIND DONNELLY ID 83615	06/01/1924	IRRIGATION STOCKWATER	04/15 10/15 01/01 12/31	0.120 CFS 0.020 CFS	0.20 AFA
TOTAL DIVERSION:					0.140 CFS	0.20 AFA

Water Source: SPRINGS

Tributary to: CASCADE RESERVOIR

Stage: DECREED

Point(s) of Diversion: T15N R03E S01 SWSW

VALLEY County

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE				
T	R	S		NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE	SUM
---	---	---	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	---
15N	03E	1	:												06					6.0
TOTAL ACRES																				6.0

Place of use location for STOCKWATER is the same location as described for: IRRIGATION

Pou County: VALLEY

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):
65-04879 65-09621

Dates: App. Received: Priority Date: 06/01/1924
Proof Due Date: Proof Made Date:
Exam Made Date: Exam Sent to S.O.:
Licensed Date:

Misc: Water District Number: 65 Field Exam Fee:

Audit: 04/02/86 04/30/88 CONVERT

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

14:26:21
04/22/99

PAGE: 15
QUICKLOOK INFORMATION

15
CLAIM NUMBER: A65-09618

WR ELEMENT	DATA DISCREPANCY Y/N	CORRESPONDENCE SENT/RECEIVED BY WHOM/DATE	FIELD EXAM BY WHOM/DATE	CHANGE CLAIM Y/N	ELEMENT DOCUMENTED WHOM/DATE	COMPLETED REVIEW WHOM/DATE	COMPLETED DATA ENTRY WHOM/DATE	VERIFIED DATE WHOM/DATE
PRIORITY DATE			MS 4-22-99 On office	N		MS 4-22-99	MS 4-22-99	
POINT OF DIV				N				
SOURCE				N				
PLACE OF USE	Y			N				
DIV. AMOUNT CFS/VOLUME				N				
CONSUMPTIVE USE	-			NA				
PURPOSES OF USE				N				
PERIOD OF USE				N				
BASIS OF CLAIM				N				
REMARKS				N				

BARCODE UPDATED
WHOM/DATE

MAPS AND AERIAL PHOTOGRAPHS USED TO REVIEW THIS NOTICE OF CLAIM TO A WATER RIGHT

TYPE OF MAP OR PHOTOGRAPH (CHECK IF USED)	IF USED, SUPPLY APPROPRIATE DATE AND OTHER INFORMATION	COPY INCLUDED IN FILE?
() ORTHOPHOTOQUAD	DATE OF PHOTO _____ IDWR ID NO. _____	Y() N()
() TOPOGRAPHIC	DATE FIELD CHECKED _____ IDWR ID NO. _____	Y() N()
→ ~~NAPP~~ <u>GIS</u>	DATE OF PHOTO <u>4-22-99</u> IDWR ID NO. _____	Y(<u>X</u>) N()
→ ~~ASCS~~ AERIAL PHOTO	DATE OF PHOTO <u>1901 PRBA map</u>	Y(<u>X</u>) N()
() ASCS COLOR SLIDE	DATE OF PHOTO _____	Y() N()
() BLM OR USFS AERIAL PHOTO	DATE OF PHOTO _____	Y() N()
() TOWNSHIP SURVEY (GOVERNMENT PLAT)	DATE OF SURVEY _____	Y() N()
() SCS SOIL SURVEY MAP	DATE ISSUED _____	Y() N()
() SUBDIVISION PLAT MAP	DATE OF MAP _____	Y() N()
→ ~~OTHER~~ <u>GIS Table</u>	DATE <u>4-22-99</u>	Y(<u>X</u>) N()
() OTHER _____	DATE _____	Y() N()
() OTHER _____	DATE _____	Y() N()

5b
5c

5a

LIST OF ATTACHMENTS (CHECK IF ATTACHED)	IF ATTACHED, SUPPLY APPROPRIATE INFORMATION	NO. OF PAGES	NOTES
() LICENSING FIELD EXAM	DATE OF FIELD EXAM _____	_____	_____
() WATER RIGHT LICENSE	DATE LICENSE SIGNED _____	_____	_____
() IDWR APPROVED TRANSFER	DATE TRANSFER APPROVED _____	_____	_____
() SYSTEM DESCRIPTION	DATE DRAWN _____	_____	_____
() PHOTOGRAPHS	DATE(S) PHOTOS TAKEN _____	_____	_____
() SPLIT RIGHT REVIEW	DATE REVIEW COMPLETED _____	_____	_____
() HUBBLE ANALYSIS	DATE ANALYSIS COMPLETED _____	_____	_____
() CONVEYANCE LOSS ANALYSIS	DATE ANALYSIS COMPLETED _____	_____	_____
() FLOW MEASUREMENT CALCULATIONS	DATE SYSTEM MEASURED _____	_____	_____
→ ~~OTHER~~ <u>POU Review report</u>	DATE <u>4-22-99</u>	<u>1</u>	
() OTHER <u>PRBA claim</u>	DATE <u>1976</u>	<u>1</u>	

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

14:26:21
04/22/99

PAGE: 1
GENERAL INFORMATION

1
CLAIM NUMBER: A65-09618

LAST: LIND TESTAMENTARY TRUST FIRST: FARRIS C
ADDRESS: % KENT JOHNSON OR KENT LIND
PO BOX 7627
CITY: BOISE STATE: ID ZIP: 83707
PHONE NUMBER: 208-375-0942

OWNER CODE: C

FIELD EXAM REQUIRED?

DATABASE
N

FIELD
EXAMINER

VERIFICATION REQUIRED DUE TO REMARKS?

NO REMARKS IN CLAIM

FIELD EXAMINATION INFORMATION

CONTACT PERSON: _____

PHONE NUMBER: (____) ____-____

DATE OF FIELD EXAM: __/__/__

APPOINTMENT MADE: Y(____) N(____)

TIME: ____:____ A(____) P(____)

ACCOMPANIED BY: _____

PHONE NUMBER: (____) ____-____

RELATIONSHIP TO CLAIMANT: _____

DIRECTIONS TO PROPERTY / NOTES:

In office exam

A. AJ CLAIM: # A65-09618 PRIORITY DATE: 06-01-1924 STAGE: D

B. WR RECORD: # 65-09618 PRIORITY DATE: 06-01-1924 STAGE: D

C. CAN THE PRIORITY DATE CLAIMED BE CONFIRMED BY A DECREE OR LICENSE? Y(☒) N(☐)

D. HAS THERE BEEN A LATER COURT DECREE OF THE WATER RIGHT(S) FROM THIS WATER SOURCE? Y(☐) N(☒)

E. IS THERE ANY INDICATION THAT THERE HAS BEEN A FIVE YEAR PERIOD OF CONTINUOUS NONUSE?
(IF YES, DESCRIBE BELOW) Y(☐) N(☒)

F. IF THIS CLAIM IS BASED ON A PERMIT, WHERE IS THE PERMIT IN THE LICENSING PROCESS?

PROOF OF BENEFICIAL USE SUBMITTED N/A(☒) Y(☐) N(☐)

FIELD EXAM COMPLETED N/A(☒) Y(☐) N(☐)

FIELD EXAM SENT TO STATE OFFICE N/A(☒) Y(☐) N(☐)

LICENSE ISSUED N/A(☒) Y(☐) N(☐)

* IF THE PERMIT WILL NOT BE LICENSED PRIOR TO THE DIRECTOR'S REPORT,
USE CONDITION CODE A01 AND RECOMMEND AS PERMITTED.

G. IF THIS CLAIM IS BASED ON BENEFICIAL USE, IS ADDITIONAL EVIDENCE
OF THE PRIORITY DATE REQUIRED? N/A(☒) Y(☐) N(☐)

* FOR CLAIMS BASED ON BENEFICIAL USE, DESCRIBE THE EVIDENCE OF PRIORITY SUBMITTED,
INCLUDING THE ANALYSIS OF THE EVIDENCE.

H. IS THE STAGE OF THE CLAIM CODED CORRECTLY? Y(☒) N(☐)

NOTES: Recommended as decreed in the PRBA.

=====

RECOMMENDED PRIORITY DATE:

06-01-1924
REVIEWED BY Mel Schulte

DATE 4-22-99

A. AJ CLAIM POINT OF DIVERSION AND SOURCE:

RIGHT	TWP. RGE.	SEC.	1/4	1/4	1/4	LOT	POD FLAG	COUNTY	DIVERSION NAME	DIVERSION NUMBER
A65-09618	15N 03E	1		SW	SW			VALLEY		

OTHER AJ CLAIMS WITH SAME AJ POD
A PREFIX R PREFIX
A65-09621 65-09621

WR RECORDS IN SAME 40 ACRE TRACT
65-04879
65-09621

SOURCE: SPRINGS

TRIB: CASCADE RESERVOIR

B. WR POINT OF DIVERSION AND SOURCE:

RIGHT	TWP. RGE.	SEC.	1/4	1/4	1/4	LOT	POD FLAG	COUNTY	DIVERSION NAME	DIVERSION NUMBER
65-09618	15N 03E	1		SW	SW			VALLEY		

OTHER WR RECORDS WITH SAME WR POD

AJ CLAIMS IN SAME 40 ACRE TRACT
A PREFIX R PREFIX
A65-09621 65-09621

65-04879
65-09621

SOURCE: SPRINGS

TRIB: CASCADE RESERVOIR

C. IS THE CLAIMED POD WITHIN THE SAME 40 ACRE TRACT THAT IS DESCRIBED IN THE WATER RIGHT FILE? N/A() Y(☒) N()

* IF NO, AND IF THE CHANGE IS VERIFIED AS AN ACCOMPLISHED CHANGE IN POD, DESCRIBE THE INJURY
ANALYSIS PERFORMED AND ENTER FLAG "C" WITH THE APPROPRIATE EXPLANATORY CODE.

D. CAN THE CLAIMED POD BE VERIFIED USING THE WATER RIGHT FILE OR GPS DATA? N/A() Y(☒) N()

E. SHOULD THE CLAIMED POD BE VERIFIED BY FIELD EXAM? Y() N(☒)

F. IS THE CLAIMED SOURCE THE SAME AS DESCRIBED IN THE WATER RIGHT FILE? N/A() Y(☒) N()

* IF NO, AND IF THE CHANGE IS VERIFIED AS AN ACCOMPLISHED CHANGE IN SOURCE, DESCRIBE THE INJURY
ANALYSIS PERFORMED AND ENTER FLAG "C" WITH THE APPROPRIATE EXPLANATORY CODE.

G. CAN THE CLAIMED SOURCE BE VERIFIED USING THE WATER RIGHT FILE? Y(☒) N()

H. SHOULD THE CLAIMED SOURCE BE VERIFIED BY FIELD EXAM? Y() N(☒)

I. HOW WAS THE POD AND SOURCE VERIFIED?

LICENSING FIELD EXAM (DATE OF FIELD EXAM _____) Y() N(☒)

AJ FIELD EXAM (DATE OF FIELD EXAM _____ NAME OF EXAMINER _____) Y() N(☒)

OTHER (DESCRIBE IN NOTES BELOW)

NOTES: Recommended as decreed in the PRBA.

=====										
RECOMMENDED POINT(S) OF DIVERSION AND SOURCE: CHECK HERE IF RECOMMENDED AS CLAIMED (___)										
TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	POD FLAG	COUNTY VALLEY	DIVERSION NAME	DIVERSION NBR
15N	03E	1	NW	SW	SW					
---	---	---	---	---	---	---	---	---	---	---
---	---	---	---	---	---	---	---	---	---	---
---	---	---	---	---	---	---	---	---	---	---
---	---	---	---	---	---	---	---	---	---	---
---	---	---	---	---	---	---	---	---	---	---
---	---	---	---	---	---	---	---	---	---	---

SOURCE: SPRINGS

TRIB: ~~CASCADE RESERVOIR~~
Gold Fork Creek.

REVIEWED BY: Mel Schulte DATE: _____

SYSTEM DESCRIPTION: DESCRIBED BELOW (___), SEE LICENSE FILE (___), OR SEE ATTACHMENT (___)

See PRBA claim

A. ROOT WATER RIGHT NUMBERS: A65-09618

B. POU LISTING

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES	WR #/ACRES	LANDSAT DATA	FIELD EXAM.	RECOMM. ACRES
15N	03E	1	SW	SW		LIND TESTAMENTARY TRUST, FARRIA65-09618	/ 6.0	65-09618 / 6.0			
			SW	SW		LIND TESTAMENTARY TRUST, FARRIA65-09621	/	65-09621 /			
			SW	SW		LIND TESTAMENTARY TRUST, FARRI 65-09621	/	-			
			SW	SW		SELLMAN, W. E.		65-04879	1- Domestic		6

ADDITIONAL POU FOUND

TOTAL ACRES A65-09618 6.00 6.00

POU COUNTY: VALLEY

C. IS WATER USAGE FOUND IN TRACTS OTHER THAN THOSE CLAIMED?

Y() N(☒)

* IF YES, ARE THESE TRACTS LISTED ABOVE (), OR ARE THEY LISTED ON AN ATTACHED SHEET ()

LIST OF ALL RIGHTS WITH A SAME POU AND IRRIGATION USAGE

NO CLAIMS FOUND WITH SAME POU AND IRRIGATION USAGE

LIST ALL RIGHTS WITH SAME POU BUT NOT USED FOR IRRIGATION.

CLAIM NO.	PURPOSES	NAME	MONTH/DAY	RATE	VOLUME
A65-09618	STOCKWATER	LIND TESTAMENTARY TRUST, FARRI	FROM 01-01 TO 12-31	0.020 CFS	
A65-09621	DOMESTIC	LIND TESTAMENTARY TRUST, FARRI	FROM 01-01 TO 12-31	0.020 CFS	1.20 AF/A
65-09621	DOMESTIC	LIND TESTAMENTARY TRUST, FARRI	FROM 01-01 TO 12-31	0.020 CFS	1.20 AF/A

D. ARE OTHER WATER RIGHTS USED FOR THE SAME PURPOSE?

Y() N(☒)

* IF YES, COMPLETE OVERLAP REVIEW:

OTHER RIGHTS LISTED IN CLAIM:

5a

WESTERN REGION

OWNER(S): Sond Testamentary Trust
CLAIM NUMBERS 1465-09018
AGENT MS DATE 4-22-99
TOTAL ACRES FROM RECOMMENDATION 6
GEOGRAPHIC INFO SYSTEM ACRES 6
READY FOR DECREE ____ (YES) SENT FOR DECREE ____ (YES)

RIGHT NO				NE				NW				SW				SE			
	TNS	RNG	SEC	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE
RECOM	15N	3E	1											6					6
GIS																			
RECOM																			
GIS																			

POLYGON CREATED ON 330

POLYGON # () () () () _____ UPDATED BY

ATTRIBUTES OF B:65-POU.SHP (680) () () () ()

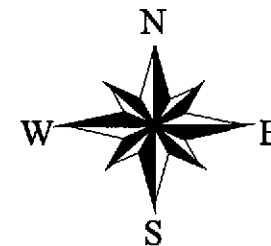
ATTRIBUTES OF B:65-POD.SHP (629) () () () ()

B61-DBPOU.DBF 7-30-99 UPDATED BY MS

B61-DBPOD.DBF 7-30-99 UPDATED BY MS

RDH GPSTABLE

IDAHO DEPARTMENT OF WATER RESOURCES
15N, 03E, S01



1987 NAPP PHOTO

● POINT OF DIVERSION

▭ PLACE OF USE

▭ 1/4 1/4 LINES

▭ SECTION LINES

6 ACRES

6 SECTION NUMBERS



CLAIM(S): 65-09618

OWNER(S): LIND TRUST

Prepared by Mel Schulte

DATE: APRIL 22, 1999



CLAIM 465-09618 INIT
T. R. S. Q/Q
P/D 15N 3E 1 NW/4SW
SCHE PRBA map
PHOTO ID. ASCS DATE 1/61



E. IS THE CLAIMED POU THE SAME AS DESCRIBED IN THE WATER RIGHT FILE?

N/A() Y(☒) N()

* IF NO, AND IF THE CHANGE IS VERIFIED AS AN ACCOMPLISHED CHANGE IN POU, DESCRIBE THE INJURY ANALYSIS PERFORMED AND ENTER FLAG "C" WITH THE APPROPRIATE EXPLANATORY CODE.

F. CAN THE CLAIMED POU BE VERIFIED USING THE WATER RIGHT FILE AND AVAILABLE AERIAL PHOTOS?

N/A() Y(☒) N()

G. SHOULD THE CLAIMED POU BE VERIFIED BY FIELD EXAM?

Y() N(☒)

H. IS THERE ANY INDICATION THAT THERE HAS BEEN A FIVE YEAR PERIOD OF CONTINUOUS NONUSE OF THIS RIGHT, OR ANY PORTION OF THIS RIGHT?

Y() N(☒)

NOTES:

DATE: 4-22-99

A. AJ CLAIMED USES:

PURPOSE OF USE	PERIOD OF USE (MONTH/DAY)	DIV. RATE FOR EACH USE	DIV. VOL. FOR EACH USE
A65-09618 IRRIGATION	FROM 04-15 TO 10-15	0.120 CFS	
A65-09618 STOCKWATER	FROM 01-01 TO 12-31	0.020 CFS	0.20 AF/A
TOTAL DIVERSION RATE/VOLUME		0.140 CFS	0.20 AF/A

B. WR RECORDED USES:

PURPOSE OF USE	PERIOD OF USE (MONTH/DAY)	DIV. RATE FOR EACH USE	DIV. VOL. FOR EACH USE
65-09618 IRRIGATION	FROM 04-15 TO 10-15	0.120 CFS	
65-09618 STOCKWATER	FROM 01-01 TO 12-31	0.020 CFS	0.20 AF/A
TOTAL DIVERSION RATE/VOLUME		0.140 CFS	0.20 AF/A

C. DOES THE CLAIMED PURPOSE OF USE CORRECTLY DESCRIBE THE WATER USE? Y(☒) N(☐)

D. IS THE CLAIMED PURPOSE OF USE THE SAME AS DESCRIBED IN THE WATER RIGHT FILE? N/A(☐) Y(☒) N(☐)

* IF NO, AND IF THE ACTUAL WATER USE IS VERIFIED AS AN ACCOMPLISHED CHANGE IN PURPOSE OF USE, DESCRIBE THE INJURY ANALYSIS PERFORMED AND ENTER FLAG "C" WITH THE APPROPRIATE EXPLANATORY CODE.

E. SHOULD THE CLAIMED PURPOSE OF USE BE VERIFIED BY FIELD EXAM? Y(☐) N(☒)

F. DOES THE CLAIMED PERIOD OF USE CONFORM TO IDWR STANDARDS? Y(☒) N(☐)

G. SHOULD THE PERIOD OF USE BE RECOMMENDED TO IDWR STANDARDS? Y(☒) N(☐)

* IF THE RECOMMENDED PERIOD OF USE IS DIFFERENT THAN IDWR STANDARDS, EXPLAIN IN NOTES BELOW.

H. IS THE CLAIMED DIVERSION RATE FOR EACH USE THE SAME AS DESCRIBED IN THE WATER RIGHT FILE? N/A(☐) Y(☒) N(☐)

* IF NO, DESCRIBE IN NOTES BELOW HOW THE RECOMMENDED DIVERSION RATE FOR EACH USE WAS DETERMINED.

I. SHOULD THE CLAIMED DIVERSION RATE FOR EACH USE BE VERIFIED BY FIELD EXAM? N/A(☐) Y(☐) N(☒)

J. IS THE CLAIMED DIVERSION VOLUME FOR EACH USE THE SAME AS DESCRIBED IN THE WATER RIGHT FILE? N/A(☐) Y(☒) N(☐)

* IF NO, DESCRIBE IN NOTES BELOW HOW THE RECOMMENDED DIVERSION VOLUME FOR EACH USE WAS DETERMINED.

K. SHOULD THE CLAIMED DIVERSION VOLUME FOR EACH USE BE VERIFIED BY FIELD EXAM? N/A(☐) Y(☐) N(☒)

NOTES:

Recommended as decreed in the PRBA.

AJ CLAIM TOTAL DIVERSION RATE: 0.140 CFS

WR ROOT RIGHT TOTAL DIVERSION RATE: 0.140 CFS

A. IS THE CLAIMED TOTAL DIVERSION RATE THE SAME AS DESCRIBED IN THE WATER RIGHT FILE? N/A() Y(☒) N()

B. CAN THE CLAIMED TOTAL DIVERSION RATE BE VERIFIED USING THE WATER RIGHT FILE? N/A() Y(☒) N()

* ALL CLAIMS BASED ON BENEFICIAL USE (INCLUDING POSTED NOTICES AND STATUTORY CLAIMS) REQUIRE A FLOW MEASUREMENT.

C. IS THERE ANY INDICATION THAT THERE HAS BEEN A FIVE YEAR PERIOD OF CONTINUOUS NONUSE OF THIS RIGHT, OR ANY PORTION OF THE DIVERSION RATE? Y() N(☒)

* IF AN AMOUNT SMALLER THAN THE ORIGINAL DIVERSION RATE IS CLAIMED AND A FIELD EXAM IS NOT REQUIRED, EXPLAIN IN NOTES.

D. SHOULD THE CLAIMED DIVERSION RATE BE VERIFIED BY FIELD EXAM? Y() N(☒)

E. FLOW MEASUREMENT

MEASUREMENT METHOD None, SEE ATTACHED CALCULATIONS.

F. RATE/VOLUME CALCULATIONS: (IRRIGATION)

1a. IRRIGATION RATE
ACRES 6 x 0.02 CFS/ACRE = .12 CFS
(Taken from pou review)

1b. CALCULATIONS

IS A DIVERSION RATE PER ACRE GREATER THAN 0.02 CFS/ACRE CLAIMED? Y() N()

IF YES, IS AN ADDITIONAL WATER USE FORM FILED AND ATTACHED? Y() N()

2. IRRIGATION DIVERSION VOLUME

CLAIMED DIVERSION VOLUME = 0.20 AF/A = Stock

ACRES _____ x DIVERSION VOL. AF/A FOR AREA _____ =

TOTAL DIVERSION VOLUME _____ AF/A

3. IRRIGATION CONSUMPTIVE USE NA

CLAIMED CONSUMPTIVE USE = _____ AF/A

ACRES _____ x CONSUMPTIVE VOL. AF/A FOR AREA _____ =

TOTAL CONSUMPTIVE USE _____ AF/A

4. CALCULATIONS FOR USES OTHER THAN IRRIGATION: SEE BELOW () OR SEE ATTACHMENT ()

Stockwater decreed at .02 cfs & .20 AF

RECOMMENDATIONS: CHECK HERE IF RECOMMENDED AS CLAIMED (___)

REC. PURPOSE OF USE	REC. PERIOD		REC. DIV		REC. DIV		REC. CONS.	
	FROM	TO	RATE CFS		VOL. AF/A		USE	
IRRIGATION STOCKWATER	04-15	10-15	DATABASE 0.120	EXAMINER	DATABASE	EXAMINER	DATABASE 0.0	EXAMINER
	01-01	12-31	0.020	_____	0.20	_____	0.0	_____
_____	_____	_____		_____		_____		_____
_____	_____	_____		_____		_____		_____
_____	_____	_____		_____		_____		_____
_____	_____	_____		_____		_____		_____
TOTAL FOR THIS RIGHT			0.140	_____	0.20	_____	0.0	_____

NON-IRRIGATION USES CLAIMED:

NON-IRRIGATION USES RECOMMENDED: CHECK HERE IF RECOMMENDED AS CLAIMED (✓)

REVIEWED BY: Mel Schulte

DATE: 4-22-99

FLAG: _____

STANDARD CONDITIONS (CODE):

N05 + N08

STANDARD REMARKS (CODE):

EXPLANATORY CONDITIONS (CODE):

EXPLANATORY REMARKS (CODE):

A. CHECK ONLY THE FOLLOWING THAT APPLY:

	ACCEPTED AS CLAIMED	NEEDS REVIEW
OWNERSHIP _____	(✓)	()
FORFEIT/ABANDON _____	()	()
ADDITIONAL DIV. AMOUNT _____	()	()

B. SPLIT WATER RIGHT REVIEW

ROOT WATER RIGHT NUMBER: 65-09618

TOTAL DIVERSION RATE OF WR SPLITS DATABASE 0.140 EXAMINER _____ CFS

SPLITS:

OLD RIGHT NUMBERS	CURRENT CLAIM NUMBERS	DIVERSION RATE	CURRENT "R" CLAIM NUM.	"R" DIV. RATE	WR RIGHT NUMBERS	DIVERSION RATE
-	A65-09618	0.140	-		65-09618	0.140
TOTAL CFS		0.140				0.140

DIVERSION RATE REVIEW

DO THE SUM CFS RATE OF THE SPLITS EQUAL THE ROOT RIGHT CFS RATE? (Y/N)
IF NO, IS THE WRITTEN REVIEW DESCRIBED BELOW () OR SEE ATTACHMENT ()?

DATABASE FIELD
Y EXAMINER
Y() N()

NOTES:

AUTHENTICATION:

SIGNATURE: Me Schulte DATE: 4-22-99

NAME OF FIELD EXAMINER: _____ TITLE: _____

NOTICE OF CLAIM TO A WATER RIGHT

65-9618

Donnelly, ID 83615
(Mailing Address)

The extent and nature of said claim is as follows:

- (2) Describe the source of water: (Name of stream, lake, spring, etc., or groundwater) _____
 Springs (trib to Cascade) Yes

- (3) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:

Quantity 240 cfs. 12 Use Irrigation 18 AF Period of Use From Apr 15 To Nov 1
(CFS, GPD, AF.) (Domestic, Irrigation, stock, etc.) (Mo., Day) (Mo., Day)

Quantity 0.02 cfs Use Stockwater 2 Period of Use From Jan 1 To Dec 31
(CFS, GPD, AF.) (Domestic, irrigation, stock, etc.) (Both Dates Inclusive)
(Mo., Day) (Mo., Day)

Quantity Use Period of Use From To
(CFS, GPD, AF.) (Domestic, Irrigation, stock, etc.) (Mo., Day) (Mo., Day)

- (4) 22 of 5, 14 TOTAL QUANTITY CLAIMED. 18.2 AF (Both Dates Inclusive)
(CFS, GPD, AF.)

- (5) A) Point of Diversion: Give location of point where water is diverted from its source SW % SW %.
Sec. 1, Twp. 15N, Rge. 3E, B.M.; additional points: _____

B) Describe means of diversion of water: (Pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.)

Give sizes and capacities; be as specific as possible. Springs, pipeline & treatment

- (6) A) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

[illegible]

Total No. of acres 450

- B) If water is used for other than irrigation, fully describe that use, being as specific as possible: 6
XXXXXX 4 horses & irrigation of pasture

NOTE: Include here the type and number of stock watered.

- (7) Effluent, sewage waste, or return water from this use is discharged into _____

- (8) If you are claiming water as a member of an organization, list name of organization, _____

- | | | |
|-----|---------|--|
| (9) | Remarks | Spring is in 34SWSW, Sec 1, T 15N, R3E |
|-----|---------|--|

- (10) Basis of claim (Check one) ☐ A) Right based on diversion and beneficial use.
☐ B) Right decreed by court, cite title of case, _____
☐ C) Right based on application, permit, license, or claim filed with the Idaho Department of Water Resources.

Be it known that the undersigned, after being duly sworn on oath, depose(s) and say(s) that all statements included herein are true and accurate to the best of (his, her, their) knowledge. *Individual*

Individual

October 7, 1976
(Date)

(Signature of Claimant)

Theresa R. R. R.

Organization: CONFEDERATE OF SOUTHERN STATES

Organization ☐ **Unaffiliated**

2/11/12-7-7

(Signature of Authorized Agent)
in the year 1976 before me

and [unclear] [unclear]

the above instrument, and acknowledged to me that (he, she, they

) executed the same.

Richard L. ...

Notary Public residing at 1401 E. 1st St.

My commission expires 01-10-85 (1985)

2 KM

12/6/47

AJ5815NP

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM POU REVIEW REPORT

DATE: 04/22/99

OPTION: GET ALL USES

ADJUDICATION CLAIM NUMBER: A65-09618

PAGE: 1

A. ROOT WATER RIGHT NUMBERS: A65-09618

B. POU LISTING

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/USE/ACRES	WR #/USE/ACRES	LANDSAT DATA
15N	03E	1	SW	SW		LIND TESTAMENTARY TRUST, FARRI	A65-09618 /01/ 6.0	65-09618 /01/ 6.0	
			SW	SW		LIND TESTAMENTARY TRUST, FARRI	A65-09621 /43/	65-09621 /43/	
			SW	SW		LIND TESTAMENTARY TRUST, FARRI	65-09621 /43/	- / /	
			SW	SW		SELLMAN, W. E.		65-04879 /43/	
TOTAL ACRES							A65-09618	6.00	6.00

POU COUNTY: VALLEY

11/06/2000

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 65-9618

NAME AND ADDRESS: J P SEUBERT
JEANNE M SEUBERT
PO BOX 57
COTTONWOOD, ID 83522-0057

SOURCE: SPRINGS TRIBUTARY: GOLD FORK RIVER

QUANTITY: 0.14 CFS
0.2 AFY

THE QUANTITY OF WATER UNDER THIS RIGHT FOR
STOCKWATER USE SHALL NOT EXCEED 13,000 GALLONS PER
DAY.

PRIORITY DATE: 06/01/1924

POINT OF DIVERSION: T15N R03E S1 NWSWSW Within VALLEY County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
STOCKWATER	1-01 12-31	0.02 CFS
		0.2 AFY
IRRIGATION	4-15 10-15	0.12 CFS

PLACE OF USE:

IRRIGATION Within VALLEY County
T15N R03E S1 SWSW 6
6 ACRES TOTAL

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

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT FOR STOCKWATER USE IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.

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. SECTION 42-1412(6), IDAHO CODE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

STOCKWATER, 4 HORSES.

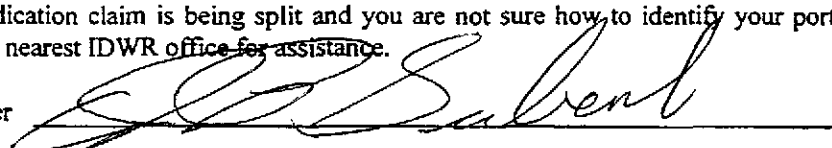
STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

RECEIVED

NOV 01 2000

WATER RESOURCES
WESTERN REGION

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
 Incomplete forms will be returned.

1. Water Right or Adjudication Claim No(s): A65-096 18
 2. The following **REQUIRED** information must be submitted with this form:
 - A. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
 - AND**
 - B. **PLAT OF PROPERTY** or **SURVEY MAP** for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
 - OR**
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency **AERIAL PHOTO** with irrigated acres outlined and point(s) of diversion clearly marked.
 3. Name and Address of Former Owner/Claimant Farris C. Lind Testamentary Trust
P. O. Box 7627 Boise, Idaho 83707
 4. New Owner/Claimant(s) J. P. Seubert and Jeanne M. Seubert
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
 New Mailing Address P. O. Box 57
 City, State and ZIP Code Cottonwood, Idaho 83522-0057
 New Telephone Number (208) 962-3314
 5. Date you acquired the property August 30, 2000
 6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
 Number of acres you irrigate _____ Number and type of stock _____
 Diversion rate in CFS _____ Number of homes _____ Other uses _____
 If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
 7. Signature of New Owner or Claimant(s) 
- Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign this form.
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims.

INSTRUCTIONS

This form has been prepared to assist new owners of property to comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. Section 42-248 requires certain property holders to notify the Department of Water Resources (IDWR) of any change in mailing address or ownership of all or part of a water right record on file with IDWR. Section 42-1409(6) provides that new property owners must notify IDWR of any change in ownership of a water right during an adjudication of water rights. Required claims may be filed by a new owner.

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. Please contact your nearest IDWR office, or call 1-800-451-4129, if you would like more information or need help completing this form. Please attach additional sheets to the form if you require additional space to describe or explain any of the items on the form.

1. If there are water rights associated with the property, the seller should be able to provide you with the water right or adjudication claim number(s). Please enter these number(s) at Item 1. If you or the seller believes there are water rights for the property but the numbers are unknown, you may wish to contact IDWR for assistance in identifying the water rights for the property in question. If claims for the rights are required, and have not been filed, IDWR will so advise you.
2. The information described at Item 2 is required, since IDWR cannot process the requested change without documentation of ownership. The preferred types of documentation are shown; contact IDWR if you have difficulty obtaining this information. Do not obtain a new survey for purposes of this form before contacting IDWR.
3. Please provide the name and address of the former owner of the water right and/or adjudication claim at Item 3.
4. The name, mailing address, and telephone number of the new owner(s) is entered at Item 4. Please indicate the relationship between multiple owners by using the connector 'and', 'or', or 'and/or'. If an 'and' is used, all parties must sign this form. If an 'and/or' or 'or' is used, all parties may sign. However, only one of the named parties is required to sign.
5. At Item 5, please provide the date the property in question was acquired. This may be the date of "closing" in the case of a real estate transaction or the date of court order for other types of ownership changes.
6. You may be purchasing only a portion of the total water right held by the seller. This means the water right held by the seller may be "split" to provide your share of the right in question. Be sure to include a description of the portion of the water right you have purchased at Item 6.

Please provide as much detail as possible concerning your water right: include the number of homes, irrigated acreage if more than 1/2 acre is irrigated, type and number of stock if your right is for stockwater, etc. In the absence of information to the contrary, IDWR will assume the intent is to split the rights *proportionately*.

7. The new owner(s) must sign the form in the space(s) provided at Item 7. Corporations and other organizations must submit a list of directors or officers demonstrating the authority of the director or officer to sign the form.
8. There is no filing fee. When complete, you should retain a copy and return the original of the form to the IDWR office nearest you:

IDWR Western Region
2735 Airport Way
Boise, ID 83705-5082
(208) 334-2190

IDWR Southern Region
1341 Fillmore St., Suite 200
Twin Falls, ID 83301-3380
(208) 736-3033

IDWR Northern Region
1910 Northwest Blvd., Suite 210
Coeur d'Alene, ID 83814-2615
(208) 769-1450

IDWR Eastern Region
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402-1718
(208) 525-7161

DATE: 03/29/96
PAGE: 1

DIVISION
VOLUME

0-20 AFM

0-20 MFA

DEER

A21

100 : 34
 101 : 35

0-9 :

RECEIVED

NOV 01 2000

WATER RESOURCES
WESTERN REGION

**WARRANTY DEED
& RESTRICTIVE COVENANT**

FOR VALUE RECEIVED, KENT LIND and KENT JOHNSON, Trustees of the Testamentary Trust of Farris C. Lind, Deceased, dated ⁵⁻²⁴⁻⁷⁹ amnd 8-26-80, as Grantor, do hereby grant, bargain, sell, and convey unto J.P. SEUBERT and JEANNE M. SEUBERT, husband and wife, of P.O. Box 57, Cottonwood, Idaho 83522, as Grantees, the following described real property situated in Valley County, Idaho, to-wit:

W ½ NW 1/4 of Section 12, and the SW ¼ SW ¼ of Section 1, all in Township 15 North, Range 3 East, Boise Meridian, Valley County, Idaho.
(Hereinafter referred to as the "Property".)

And also subject to easements, liens or encumbrances of record or visible on the Property.

To have and to hold the said premises, together with improvements and appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantor hereby covenants to and with said Grantees, that it is the owner in fee simple of said premises; that the said premises are free from all encumbrances except as noted above; and, that they will warrant and defend the same from all lawful claims whatsoever.

Grantor and Grantee hereby covenant and agree that all of the Property, except that portion described as the N ½ SW ¼ SW ¼ of Section 1, Township 15 North, Range 3 East, Boise Meridian, Valley County, Idaho, shall be subject to certain restrictions (hereinafter the "Restricted Property"), as follows:

- (1) Excavation Limitations: No excavation shall be made except as is necessary for the erection of buildings, additional roads, septic systems, and underground utilities; and,
- (2) No Mining, Smelting, Milling Permitted: There shall be no mining, smelting, milling of ores or similar mineral operations within the Restricted Property.

The parties, by their signatures below, hereby covenant, agree to, and accept said restrictions. The restrictions shall constitute a covenant burdening and running with the Restricted Property. The restrictions shall bind and inure to the benefit of the heirs, assigns and successors-in-interest of the parties.

The portion of the Property described as the N ½ SW ¼ SW ¼ of Section 1, Township 15 North, Range 3 East, Boise Meridian, Valley County, Idaho Property shall not be subject to the above-described restrictions.

DATED this 29th day of August, 2000.

GRANTOR:

GRANTEES:

TESTAMENTARY TRUST OF
FARRIS C. LIND, DECEASED,
DATED 5-24-79 and 8-26-80

By: [Signature]
KENT LIND, Trustee

[Signature]
J.P. SEUBERT

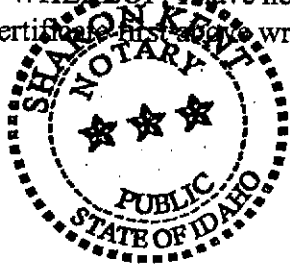
By: [Signature]
KENT JOHNSON, Trustee

[Signature]
JEANNE M. SEUBERT

STATE OF IDAHO,)
(ss.
County of Ada .)

On this 29 day of August, 2000, before me, Sharon Kent, a Notary Public in and for said State, personally appeared KENT LIND, known to me to be a Trustee under the TESTAMENTARY TRUST OF FARRIS C. LIND, DECEASED, DATED 5-24-79, and acknowledged to me that he executed the same as Trustee of said Trust.

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

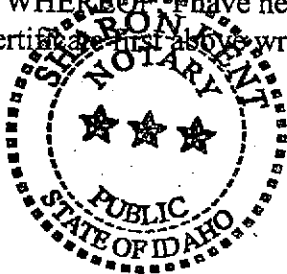


[Signature]
NOTARY PUBLIC FOR IDAHO
Residing at: Boise
My Commission Expires: 3.31.06

STATE OF IDAHO,)
(ss.
County of Ada)

On this 29th day of August, 2000, before me, Sharon Kent, a
Notary Public in and for said State, personally appeared **KENT JOHNSON**, known to me to be
a Trustee under the TESTAMENTARY TRUST OF FARRIS C. LIND, DECEASED, DATED
5.24.79, and acknowledged to me that he executed the same as Trustee of said Trust.

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

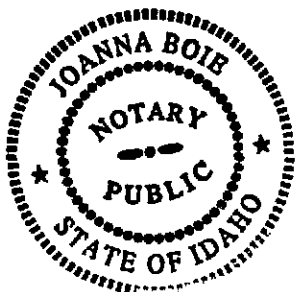


Sharon Kent
NOTARY PUBLIC FOR IDAHO
Residing at: Boise
My Commission Expires: 3.31.06

STATE OF IDAHO,)
(ss.
County of Valley)

On this 30th day of August, 2000, before me, Joanna Boile a Notary Public in
and for said State, personally appeared **J.P. SEUBERT and JEANNE M. SEUBERT**, 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.



Joanna Boile
NOTARY PUBLIC FOR IDAHO
Residing at: McCall
My Commission Expires: 03-25-2006

Instrument # 249415

CASCADE VALLEY, IDAHO

2000-08-30 03:30:32 No. of Pages: 3

Recorded for : AMERITITLE

LELAND G. HEINRICH

Ex-Officio Recorder Deputy

Index to: DEEDS

Fee: 9.00

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

13 0054 106 00000011

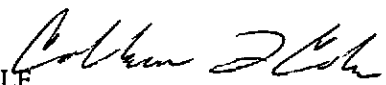
CHICAGO TITLE INSURANCE COMPANY

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.

Issued by: 
AMERITITLE
120 N. MAIN STREET
CASCADE, ID 83611
(208) 382-4206

CHICAGO TITLE INSURANCE COMPANY
By:


President



By:


Secretary

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, guarantees, 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
Claims Department
171 North Clark Street
Chicago, Illinois 60601-3294

Schedule A

OFFICE FILE NUMBER	POLICY NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE	PREMIUM AMOUNT
LindTr/Seubert	13-0054 106 00000011	August 30. 2000	\$325,000.00	\$1,261.25

1. Name of Insured:

J. P. Seubert and Jeanne M. Seubert.

2. The estate or interest in the land which is covered by the Policy is:

Fee simple.

3. Title to the estate or interest in the land is vested in:

J. P. Seubert and Jeanne M. Seubert, husband and wife.

4. The land herein described is encumbered by the following mortgage or trust deed, and Assignments.

N/A

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

The West half of the Northwest quarter, Section 12, and the Southwest quarter of the Southwest quarter, Section 1, all in Township 15 North, Range 3 East, Boise Meridian, Valley County, Idaho.

SCHEDULE A

Owners Form

This Policy valid only if Schedule B is attached

Schedule B

Policy Number: 13 0054 106 00000011

Owners

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 or 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 claim 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) (a) Unpatented mining claims; (b) reservation 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 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.

Special Exceptions: The mortgage, if any, referred to in Item 4 of Schedule A.

7. Taxes for the year 2000 and subsequent years are an accruing lien, not yet due and payable.
8. Assessments or liens by Valley County for garbage collection as provided for by law.
9. POWER LINE EASEMENT to Idaho Power Company as filed for record in the office of the Recorder of Valley County, Idaho on July 13, 1971 as Instrument No. 74130.
10. POWER LINE EASEMENT to Idaho Power Company as filed for record in the office of the Recorder of Valley County, Idaho on September 28, 1977 as Instrument No. 93325.
11. RECORD OF SURVEY, as filed for record in the office of the Recorder of Valley County, Idaho, on March 13, 1986 as Instrument No. 146889.
12. RECORD OF SURVEY, as filed for record in the office of the Recorder of Valley County, Idaho, on June 7, 1991 as Instrument No. 180682.
13. RECORD OF SURVEY, as filed for record in the office of the Recorder of Valley County, Idaho, on October 10, 1997 as Instrument No. 228701.
14. AGREEMENT concerning Right to a Non-Conforming Use as filed for record in the office of the Recorder of Valley County, Idaho on September 11, 1995 as Instrument No. 213353.

SCHEDULE B CONTINUED

15. EASEMENT AGREEMENT as filed for record in the office of the Recorder of Valley County, Idaho on November 27, 1996 as Instrument No. 222815.
16. These lands are in tax category 7 which is a deferred timber tax category and the Company will not be responsible for any deferred taxes which may become due.

END

This document copy is furnished as an accommodation. The Company makes no representations as to its effect, sufficiency, completeness or any other matters that might be referred to or implied therein.

Boise Cascade Corp.

Turner Trust
of Tarr's Land
deceased

Testamentary Trust
of [unclear], deceased

Latent Subd.

see survey
2-19-5

Boise Cascade

Migo Takeuchi
Trust
et al

Migo Takeuchi
Trust
et al

Boyers
Krogh

Boyers
Krogh

12

12

12

1

RECEIVED

NOV 01 2000

WATER RESOURCES
WESTERN REGION

**WARRANTY DEED
& RESTRICTIVE COVENANT**

FOR VALUE RECEIVED, KENT LIND and KENT JOHNSON, Trustees of the Testamentary Trust of Farris C. Lind, Deceased, dated ⁵⁻²⁴⁻⁷⁹ amnd 8-26-80, as Grantor, do hereby grant, bargain, sell, and convey unto J.P. SEUBERT and JEANNE M. SEUBERT, husband and wife, of P.O. Box 57, Cottonwood, Idaho 83522, as Grantees, the following described real property situated in Valley County, Idaho, to-wit:

NE ¼ NW ¼ of Section 12, Township 15 North, Range 3 East, Boise Meridian, Valley County, Idaho.
(Hereinafter referred to as the "Property".)

And also subject to easements, liens or encumbrances of record or visible on the Property.

To have and to hold the said premises, together with improvements and appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantor hereby covenants to and with said Grantees, that it is the owner in fee simple of said premises; that the said premises are free from all encumbrances except as noted above; and, that they will warrant and defend the same from all lawful claims whatsoever.

Grantor and Grantee hereby covenant and agree that the Property shall be subject to certain restrictions, as follows:

- (1) Excavation Limitations: No excavation shall be made except as is necessary for the erection of buildings, additional roads, septic systems, and underground utilities; and,
- (2) No Mining, Smelting, Milling Permitted: There shall be no mining, smelting, milling of ores or similar mineral operations within the Property.

The parties, by their signatures below, hereby covenant, agree to, and accept said restrictions. The restrictions shall constitute a covenant burdening and running with the Property. The restrictions shall bind and inure to the benefit of the heirs, assigns and successors-in-interest of the parties.

Instrument # 249416

CASCADE VALLEY, IDAHO

2000-08-30

03:58:33 No. of Pages: 3

Recorded for : AMERITITLE

LELAND G. HEINRICH

Ex-Officio Recorder Deputy

Index to: DEEDS

Fee: 9.00

DATED this 29 day of August, 2000.

GRANTOR:

GRANTEES:

TESTAMENTARY TRUST OF
FARRIS C. LIND, DECEASED,
DATED 8-29-00

By: [Signature]
KENT LIND, Trustee

[Signature]
J.P. SEUBERT

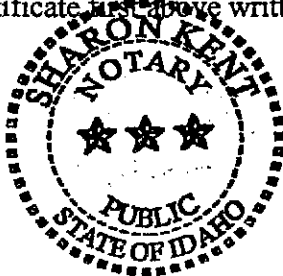
By: [Signature]
KENT JOHNSON, Trustee

[Signature]
JEANNE M. SEUBERT

STATE OF IDAHO,)
(ss.
County of Ada)

On this 29th day of August, 2000, before me, [Signature] a
Notary Public in and for said State, personally appeared KENT LIND, known to me to be a
Trustee under the TESTAMENTARY TRUST OF FARRIS C. LIND, DECEASED, DATED
5-24-79, and acknowledged to me that he executed the same as Trustee of said Trust.

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

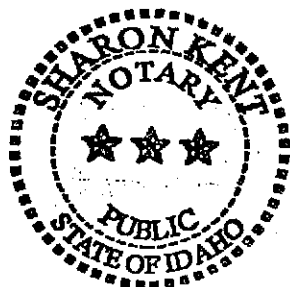


[Signature]
NOTARY PUBLIC FOR IDAHO
Residing at: Boise
My Commission Expires: 3.31.06

STATE OF IDAHO,)
(ss.
County of Ada)

On this 24th day of August, 2000, before me, Sharon Kent, a
Notary Public in and for said State, personally appeared **KENT JOHNSON**, known to me to be
a Trustee under the TESTAMENTARY TRUST OF FARRIS C. LIND, DECEASED, DATED
5.24.79, and acknowledged to me that he executed the same as Trustee of said Trust.

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

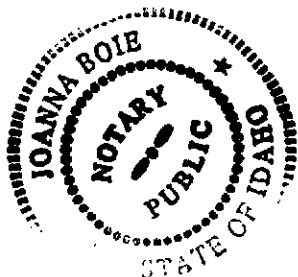


Sharon Kent
NOTARY PUBLIC FOR IDAHO
Residing at: Boise
My Commission Expires: 3-31-06

STATE OF IDAHO,)
(ss.
County of Valley)

On this 30th day of August, 2000, before me, Joanna Boie, a Notary Public in
and for said State, personally appeared **J.P. SEUBERT** and **JEANNE M. SEUBERT**, 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.



Joanna Boie
NOTARY PUBLIC FOR IDAHO
Residing at: McCall
My Commission Expires: 03-25-2006

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

13 0054 106 00000010

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.

Issued by: *Colleen J. Cole*
AMERITITLE
120 N. MAIN STREET
CASCADE, ID 83611
(208) 382-4206

CHICAGO TITLE INSURANCE COMPANY
By:

John R. ...
President



By:

Thomas J. Adams
Secretary

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. APPOINTMENT

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 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
Claims Department
171 North Clark Street
Chicago, Illinois 60601-3294

Schedule A

OFFICE FILE NUMBER	POLICY NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE	PREMIUM AMOUNT
LindTr/Seubert	13-0054 106 00000010	August 30, 2000	\$525,000.00	\$1,711.25

1. Name of Insured:

J. P. Seubert and Jeanne M. Seubert.

2. The estate or interest in the land which is covered by the Policy is:

Fee simple.

3. Title to the estate or interest in the land is vested in:

J. P. Seubert and Jeanne M. Seubert, husband and wife.

4. The land herein described is encumbered by the following mortgage or trust deed, and Assignments.

N/A

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

The Northeast quarter of the Northwest quarter, Section 12, Township 15 North, Range 3 East, Boise Meridian, Valley County, Idaho.

SCHEDULE A

Owners Form

This Policy valid only if Schedule B is attached

Schedule B

Policy Number: 13 0054 106 00000010

Owners

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 or 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 claim 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) (a) Unpatented mining claims; (b) reservation 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 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.

Special Exceptions: The mortgage, if any, referred to in Item 4 of Schedule A.

7. Taxes for the year 2000 and subsequent years are an accruing lien, not yet due and payable.
8. Assessments or liens by Valley County for garbage collection as provided for by law.
9. POWER LINE EASEMENT to Idaho Power Company as filed for record in the office of the Recorder of Valley County, Idaho on July 13, 1971 as Instrument No. 74130.
10. RECORD OF SURVEY, as filed for record in the office of the Recorder of Valley County, Idaho, on June 7, 1991 as Instrument No. 180682.
11. AGREEMENT concerning Right to a Non-Conforming Use as filed for record in the office of the Recorder of Valley County, Idaho on September 11, 1995 as Instrument No. 213353.
12. EASEMENT AGREEMENT as filed for record in the office of the Recorder of Valley County, Idaho on November 27, 1996 as Instrument No. 222815.
13. Access is provided through seller's adjacent property.
14. These lands are in tax category 7 which is a deferred timber tax category and the Company will not be responsible for any deferred taxes which may become due.

END

Boise Cascade Corp.

Testamentary Trust of Tarris Lind, deceased

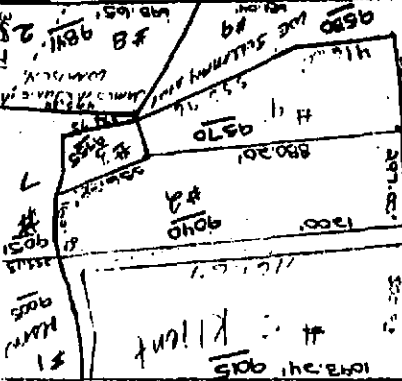
Testamentary Trust of Lind, deceased

Lauren Subd.

Resurvey 2-10-05

Spillers Krogh

10/10/05



116.29 H

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7860

7205

3405

Miyoko Takeuchi Trust, et al

Miyoko Takeuchi Trust, et al

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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

IDENT. NUMBER: 65-09618

DATE RECEIVED:

RECEIPT NO:

RECEIVED BY: _____

RECEIVED

NOV 16 1988

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

Department of Water Resources

1. NAME: FARRIS LIND

ADDRESS: ODNNELLY, ID

83615

2. DATE OF PRIORITY: JUN 01, 1924

3. SOURCE: SPRINGS

TRIB. TO: CASCADE RESERVOIR

4. POINT OF DIVERSION:

TOWNSHIP	RANGE	SECTION	1/4 OF	1/4 OF	1/4	LOT	COUNTY
15N	03E	1	SW	SW			VALLEY

5. DESCRIPTION OF DIVERTING WORKS:

6. WATER IS USED FOR THE FOLLOWING PURPOSES:

PURPOSE	FROM	TO	C.F.S.	(OR)	A.F.A.
IRRIGATION	04/15	10/15	0.120		
STOCKWATER	01/01	12/31	0.020		0.20

7. TOTAL QUANTITY APPROPRIATED IS:

0.140 C.F.S. (AND/OR)

0.20 A.F.A.

8. TOTAL CONSUMPTIVE USE IS

ACRE FEET PER ANNUM.

9. NON-IRRIGATION USES:

10. PLACE OF USE:

TOWNSHIP	RANGE	SECTION	1/4 OF	1/4	LOT	USE	ACRES
15N	03E	1	SW	SW		IRR	6.0

SECTION ACRES 6.0

10. PLACE OF USE: CONTINUED

TOTAL ACRES 6.0

11. PLACE OF USE IN COUNTIES: VALLEY, VALLEY

12. DO YOU OWN THE PROPERTY LISTED ABOVE AS PLACE OF USE? YES

13. OTHER WATER RIGHTS USED:

14. REMARKS:

15. BASIS OF CLAIM: DECREE

CASE NUMBER:

COURT :

DECREE DATE: 1/21/1986

STATE OF IDAHO

DECREE PLAINTIFF

A & C CORP., ET AL.

VS

DECREE DEFENDANT

MICROFILMED

SEP 24 1992

16. SIGNATURE(S)

(A.) BY SIGNING BELOW, I/WE ACKNOWLEDGE THAT I/WE HAVE RECEIVED, READ AND UNDERSTAND THE FORM ENTITLED "HOW YOU WILL RECEIVE NOTICE IN THE SNAKE RIVER BASIN ADJUDICATION." (S.) I/WE DO _____ DO NOT X WISH TO RECEIVE AND PAY A SMALL ANNUAL FEE FOR MONTHLY COPIES OF THE DOCKET SHEET.

NUMBER OF ATTACHMENTS: _____

FOR INDIVIDUALS:

I/WE DO SOLEMNLY SWEAR OR AFFIRM THAT THE STATEMENTS CONTAINED IN THE FOREGOING DOCUMENT ARE TRUE AND CORRECT.

SIGNATURE OF CLAIMANT(S): _____ DATE: _____
_____ DATE: _____

FOR ORGANIZATIONS:

I DO SOLEMNLY SWEAR OR AFFIRM THAT ^{WE} I AM Co-Trustees OF
_____ TITLE
Farris C. Lewis Testamentary Trust THAT ^{WE} I HAVE SIGNED THE FOREGOING
ORGANIZATION
DOCUMENT IN THE SPACE BELOW AS (same) OF
_____ TITLE

_____ AND THAT THE STATEMENTS CONTAINED IN THE
ORGANIZATION
FOREGOING DOCUMENT ARE TRUE AND CORRECT.

Farris C. Lewis
SIGNATURE OF AUTHORIZED AGENT
Co-Trustees Testamentary Trust
TITLE AND ORGANIZATION

11-2-88
DATE

STATE OF IDAHO)
COUNTY OF Ada) SS.

SUBSCRIBED AND SWORN (OR AFFIRMED) BEFORE ME THIS 15 DAY
OF November 19 88

Farris C. Lewis
NOTARY PUBLIC

SEAL

RESIDING AT Boise

MY COMMISSION EXPIRES 3/8/91
DATE: 09/30/88

65-09618

PAGE

3

520

MICROFILMED

SEP 24 1992