

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

RECEIVED

SEP 12 2006

DEPARTMENT OF
WATER RESOURCES

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
3-4019	89-15680	☒			

2. The following **REQUIRED** information must be submitted with this form:

A. The appropriate **FILING FEE**. See instructions for fee amounts.

B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.

C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) STANTON Becker Farms (Dissolved - 1996)

P.O. Box 246 Genesee ID 83832

4. New Owner/Claimant(s)

ANN Becker Nilsson

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

New Mailing Address

4376 Freeman Creek Road

City, State and ZIP Code

KENDRICK ID 83537

New Telephone Number

(208) 476-4002

5. Date you acquired the property

November 2001 - sale ownership
(previously held undivided interest)
and

February 2005 - Disclaimer of Interests 714048
and 714049
United States of America (BLM)

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

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

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

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

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

For Office Use Only

Received by _____ Date _____ Fee 25.00
 Received by AMB Date 9-12-06 Receipt No. CD82141
 Processed by _____ AJ Date _____ WR _____ Date _____

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 3-4019
Date Received: 1/23/1989
Receipt No: M002643
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

Current owner and Claimant

1. Name of Claimant(s)

STANTON BECKER FARMS Phone: (208)285-1201
BOX 246
GENESEE ID USA 83832

*Ann Becker Nilsson
4376 Freeman Creek Rd.
Kenosha ID 83537
208 476-4002*

2. Date of Priority: 05/01/1952

3. Source: SNAKE RIVER Trib. to: COLUMBIA RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
34N	05W	6	NW SW NW	NEZ PERCE	

5. Description of diverting works:

PUMP, PIPELINE, SPRINKLERS, HANDLINES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	3/01	12/01	1.67	

7. Total Quantity Appropriated is:
1.67 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4	of 1/4	Lot	Use	Acres		
34N	05W	6	NW	NW		IRRIGATION	29		
			SW	NW		IRRIGATION	25		
			NW	SW		IRRIGATION	12		
			SW	SW		IRRIGATION	9		
			Section Acres						75
35N	05W	31	SW	SW		IRRIGATION	15		
			SW	NW		IRRIGATION	2		
			NW	SW		IRRIGATION	12		
			Section Acres						29
			Total Acres						104

11. Place of use in counties: NEZ PERCE

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

13. Other Water Rights Used:

14. Remarks: Division of inherited property, delay in transfer of change of water right ownership and delays in establishing clear title to some of the leased acres from BLM that were omitted from the 1870 survey - have delayed this paperwork,

15. Basis of Claim: Statutory Claim

16. Signature(s)

Ann Becker Nilsson

(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 X do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Ann Becker Nilsson

CORRECTION DEED

THIS INDENTURE, made this 28th day of September 2005, by and between DALE L. BECKER, a married man, and EVELYN M. BECKER, personal representative of the Estate of Donald S. Becker, deceased, (GLENDA R. BECKER, the wife of Dale L. Becker, and EVELYN M. BECKER, in her individual capacity, as the widow of Donald S. Becker, deceased, joining herein to bind their community interest in said property, if any), parties of the first part; and ANN MARIE NILSSON, also known as ANN BECKER NILSSON, a married woman dealing with her sole and separate property, party of the second part, of 4376 Freeman Creek Road, Kendrick, ID 83537,

WITNESSETH: That

WHEREAS, the parties hereto are the same parties in a certain Deed dated November 16, 2001, recorded November 19, 2001, as Instrument No. 669205, records of Nez Perce County, Idaho, (hereinafter the "Original Deed"), and

WHEREAS, the Original Deed incorrectly and incompletely described certain property in Section 31, Township 35 North, Range 5 West Boise Meridian, and

WHEREAS, the parties of the first part execute this Correction Deed for the purpose of correcting such error,

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10), lawful money of the United States of America, to it in hand paid by party of the second part, the receipt whereof is hereby acknowledged, and for the purpose of correcting an error in the legal description as set forth in the Original Deed, parties of the first part

hereby sell, assign, transfer, convey and confirm unto party of the second part, and to her successors and assigns forever, all of the real property, situate in Nez Perce County, State of Idaho, which is more particularly described on Exhibit A, attached hereto and by reference made a part hereof as though set forth herein.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and all the estate, right, title, interest, claim or demand whatsoever of said party of the first part, now or hereafter acquired, either at law or in equity, of, in and to the above-bargained premises.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto party of the second part, her heirs, successors and assigns forever.

IN WITNESS WHEREOF, parties of the first part have hereunto set their hands and seals the day and year first above written.

Dale L. Becker

DALE L. BECKER

INDEXED 723043
FILED FOR RECORD
FILED 18⁰⁰ REG. BY Ann Nilsson
2005 OCT -3 P 3:40 4376 Freeman
Creek Rd,
Kendrick
PATTY O. WEEKS
RECORDER, NEZ PERCE CO ID
BY *Latham* DEPUTY
ID
83537

Glenda R. Becker

GLEND A. BECKER

Evelyn M. Becker

EVELYN M. BECKER, Personal Representative
of the Estate of Donald S. Becker, Deceased

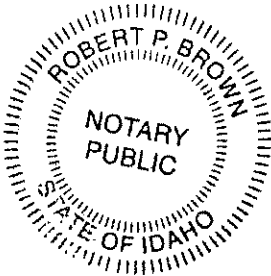
Evelyn M. Becker

EVELYN M. BECKER, Individually

STATE OF IDAHO)
 : ss.
 County of NEZ PERCE)

On this 28th day of September 2005, before me the undersigned, a notary public in and for the State of Idaho, personally appeared DALE L. BECKER, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same.

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



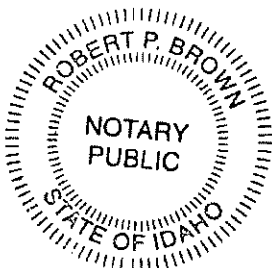
A handwritten signature of Robert P. Brown in black ink, written over a horizontal line.

Notary Public in and for the State of Idaho
 Residing at Lewiston
 My Commission Expires: 11/04/09

STATE OF IDAHO)
 : ss.
 County of NEZ PERCE)

On this 28th day of September 2005, before me the undersigned, a notary public in and for the State of Idaho, personally appeared GLENDA R. BECKER, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that she executed the same.

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



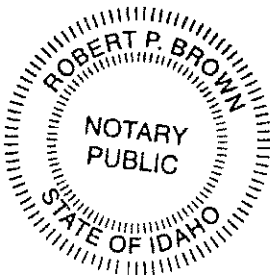
A handwritten signature of Robert P. Brown in black ink, written over a horizontal line.

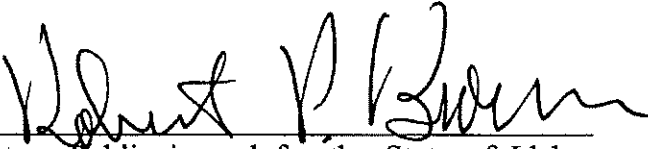
Notary Public in and for the State of Idaho
 Residing at Lewiston
 My Commission Expires: 11/04/09

STATE OF IDAHO)
 : ss.
 County of NEZ PERCE)

On this 28th day of September 2005, before me, the undersigned, a notary public in and for the State of Idaho, personally appeared EVELYN M. BECKER, personal representative of the Estate of Donald S. Becker, deceased, known to me to be the person who se name is subscribed to the within and foregoing instrument as personal representative and acknowledged to me that she executed the same as such personal representative.

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

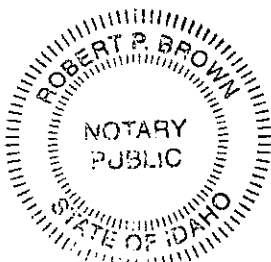



 Notary Public in and for the State of Idaho,
 Residing at Lewiston
 My Commission Expires: 11/04/09

STATE OF IDAHO)
 : ss.
 County of NEZ PERCE)

On this 28th day of September 2005, before me the undersigned, a notary public in and for the State of Idaho, personally appeared EVELYN M. BECKER, known to me to be the persons whose name is subscribed to the within and foregoing instrument and acknowledged to me that she executed the same.

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



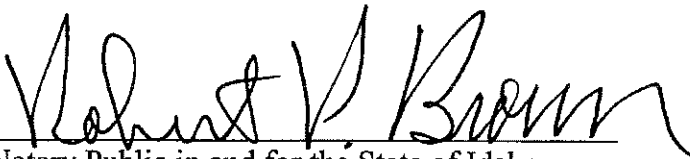

 Notary Public in and for the State of Idaho
 Residing at Lewiston
 My Commission Expires: 11/04/09

EXHIBIT A

SITUATED IN NEZ PERCE COUNTY, STATE, OF IDAHO

Section 31, Township 35 North, Range 5 West of the Boise Meridian, records of Nez Perce County, Idaho, more particularly described as follows:

Government Lots 1, 2, 3 and 4; the East one-half of the Northwest Quarter ($E\frac{1}{2}NW\frac{1}{4}$); the East one-half of the Southwest Quarter ($E\frac{1}{2}SW\frac{1}{4}$) and the Southeast Quarter ($SE\frac{1}{4}$); EXCEPTING THEREFROM:

All that portion of Government Lots 1, 2 and 3 of Section 31, Township 35 North, Range 5 West of the Boise Meridian, Nez Perce County, Idaho, lying Westerly of a line described as follows:

Beginning at a point on the Washington Coordinate System, South Zone the "Y" coordinate being North 386709.00 feet; and the "X" coordinate being East 2877178.00 feet (said point lying approximately North $82^{\circ}13'$ West a distance of 1050 feet from the Northeast corner of said Section 36); thence South $48^{\circ}05'50''$ East, a distance of 1413.45 feet; thence South $32^{\circ}27'59''$ East, a distance of 922.12 feet; thence South $21^{\circ}27'01''$ East, a distance of 787.55 feet; thence South $04^{\circ}38'08''$ West, a distance 593.94 feet; thence West and parallel with the North line of said Government Lot 3, to a point on the ordinary high water line of the East Bank of the Snake River and the point of terminus of the above described line.

NOTE: All bearings are referred to the Washington Coordinate System, South Zone, unless otherwise specified.

Section 32, Township 35 North, Range 5 West of the Boise Meridian, records of Nez Perce County, Idaho, more particularly described as follows:

The Southwest Quarter of the Southwest Quarter.

Section 4, Township 34 North, Range 5 West of the Boise Meridian: The West Half of the Southwest Quarter, EXCEPTING THEREFROM:

That part of the Southwest Quarter of Section 4, Township 34 North, Range 5 West of the Boise Meridian, described as follows: Commencing at the West one-quarter corner of Section 9, Township 34 North, Range 5 West of the Boise Meridian, said corner marked by a stone found in a rock mound; thence North along the West lines of Sections 9 and 4, a distance of 5313.3 feet to a point at an existing fence; thence East a distance of 903.33 feet to the POINT OF BEGINNING; thence East 428.11 feet; thence South $0^{\circ}19'$ West 621.3

feet; thence North 64°26' West 142.9 feet; thence North 38°21' West 349.3 feet; thence North 15°28' West 296.6 feet to the POINT OF BEGINNING.

Section 5, Township 34 North, Range 5 West of the Boise Meridian, records of Nez Perce County, Idaho, more particularly described follows:

The Northwest Quarter of the Northwest Quarter; the South Half the Northwest Quarter; the North Half of the Southwest Quarter, the South Half of the Northeast Quarter; the North Half of the Southeast Quarter; the Southeast Quarter of the Southeast Quarter; EXCEPTING THEREFROM:

That portion of the Southwest Quarter of Section 4 and the Southeast Quarter of Section 5, Township 34 North, Range 5 West of the Boise Meridian, described as follows:

Commencing at the stone monument marking the West one-quarter of Section 9, Township 34 North, Range 5 West of the Boise Meridian; thence North along the West lines of Sections 9 and 4 a distance of 2752.4 feet to the POINT OF BEGINNING; thence North 57°22' West 507.4 feet; thence North 56°34' West 576.0 feet; thence North 40°47' East 111.4 feet; thence North 41°35' East, 632.9 feet; thence North 88°59' East 98.2 feet; thence South 89°51' East 162.9 feet; thence South 80°02' East 521.95 feet; thence South 85°34' East 535.3 feet; thence South 73°09' East 304.9 feet; thence South 72°46' East 146.0 feet; thence South 1°23' East 119.6 feet; thence South 0°15' West 964.7 feet; thence North 89°00' West, 1005.6 feet; thence North 60°36' West 364.7 feet along existing fences to the POINT OF BEGINNING.

Section 6, Township 34 North, Range 5 West of the Boise Meridian records of Nez Perce County, Idaho, more particularly described as follows:

The Northeast Quarter of the Northeast Quarter (Lot 1); the Northwest Quarter of the Northeast Quarter (Lot 2); the South Half of the Northeast Quarter; the Northeast Quarter of the Northwest Quarter (Lot 3); the Northwest Quarter of the Northwest Quarter (Lot 4); the Southwest Quarter of the Northwest Quarter (Lot 5); the Southeast Quarter of the Northwest Quarter; the Northeast Quarter of the Southwest Quarter (Lot 6); the Northeast Quarter of the Southeast Quarter; the Northwest Quarter of the Southeast Quarter (Lot 7); the Southeast Quarter of the Southeast Quarter (Lot 8).

ALSO that portion of any property between the meander line of the Snake River in Section 6, Township 34 North, Range 5 West, Boise Meridian and the mean high water mark of the Snake River which is west of such meander line and north of a line created by extending the common section line between Sections 5 and 8, Township 34 North, Range 5 West, Boise Meridian, to the mean high water mark of the Snake River.

IDI 34725

THE UNITED STATES OF AMERICA, pursuant to the provisions of the Federal Land Policy and Management Act of 1976, Section 315, 43 U.S.C. 1745 (1976), does hereby disclaim to Ann Nilsson, the owner of record, all claim and interest to the following described property, to wit:

The 88.6 acres fronting government lots 4, 5, 6, and 7, in section 6 shown on the attached Diagram #1, a Record of Survey in T. 34 N., R. 5 W, sections 5, 6, and 8, Boise Meridian, Idaho, executed by Terry Golding, PLS 7379, plat signed August 29, 2003.

EXECUTED this twenty-fourth day of January, 2005.

INST. NO. 714048
FILED FOR RECORD BLM *
FILE 608 REG. BY Ron Grant

2005 FEB -1 P 2: 59

PATTY O. WEEKS
RECORDER, NEZ PERCE CO. ID

BY R Lewis DEPUTY

UNITED STATES OF AMERICA

By

Jimmie Buxton

Chief, Branch of Lands, Minerals and Water Rights
Resource Services Division
Bureau of Land Management

* R+ 3 Box 181
Cottonwood ID 83522

ACKNOWLEDGMENT

COUNTY OF ADA)
) ss.
STATE OF IDAHO)

On this twenty-fourth day of January, 2005, before me, a notary public, personally appeared Jimmie Buxton whose identity is personally known to me and who, being duly sworn, did say that he is the Chief, Branch of Lands, Minerals and Water Rights, Resource Services Division of the U.S. Department of the Interior, Bureau of Land Management, Idaho State Office, and that he executed the foregoing instrument by authority of and on behalf of the United States of America; and he acknowledged said instrument to be the act and deed of the United States of America.



Catherine D. Foster
Notary Public

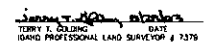
My commission expires on: 3/14/2006

S. 5, 6, 8 T 34 N, R 5 W

DIAGRAM #1

SECTIONS 5, 6 & 8, T34N , R5W
BOISE MERIDIAN
COUNTY OF NEZ PERCE
STATE OF IDAHO

THIS MAP CORRECTLY REPRESENTS A SURVEY DONE BY ME OR UNDER MY
DIRECTION IN ACCORDANCE WITH THE SURVEY RECORDING ACT AT THE
REQUEST OF JOHN A. ANDY NILSSON ON JANUARY OF 2003.



THE BASIS OF BEARINGS FOR THIS SURVEY IS THE 1983 IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, AND WAS DEVELOPED FROM STATIC G.P.S. OBSERVATIONS ON LOCAL CONTROL POINTS AND SECTION CONTROLLING CORNERS SHOWN HEREON. THIS SURVEY IS DIRECTLY TIED TO N.G.S. CONTROL POINT 1070 2 (EIN. G.P.S. PD "RTZTRON"). DISTANCES SHOWN HEREON ARE GRID WITH AN AVERAGE GRID TO GROUND CONVERSION OF GRID X 1.0000394 = GROUND.

1) NOT ALL OF THE EXISTING IMPROVEMENTS TO THIS PROPERTY HAVE BEEN SHOWN

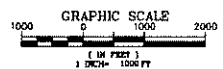
2) IT IS THE LAND OWNERS RESPONSIBILITY TO COMPLY WITH ANY STATE AND LOCAL REGULATIONS GOVERNING THE DIVISION OF LAND PRIOR TO ANY CONVEYANCE.

3) PT. "A" WAS ESTABLISHED BY RECORD ANGLE OFF THE EAST LINE OF THE SE1/4 OF SECTION 8 BUT ITS POSITION FALLS 3.40' OFFSHORE.

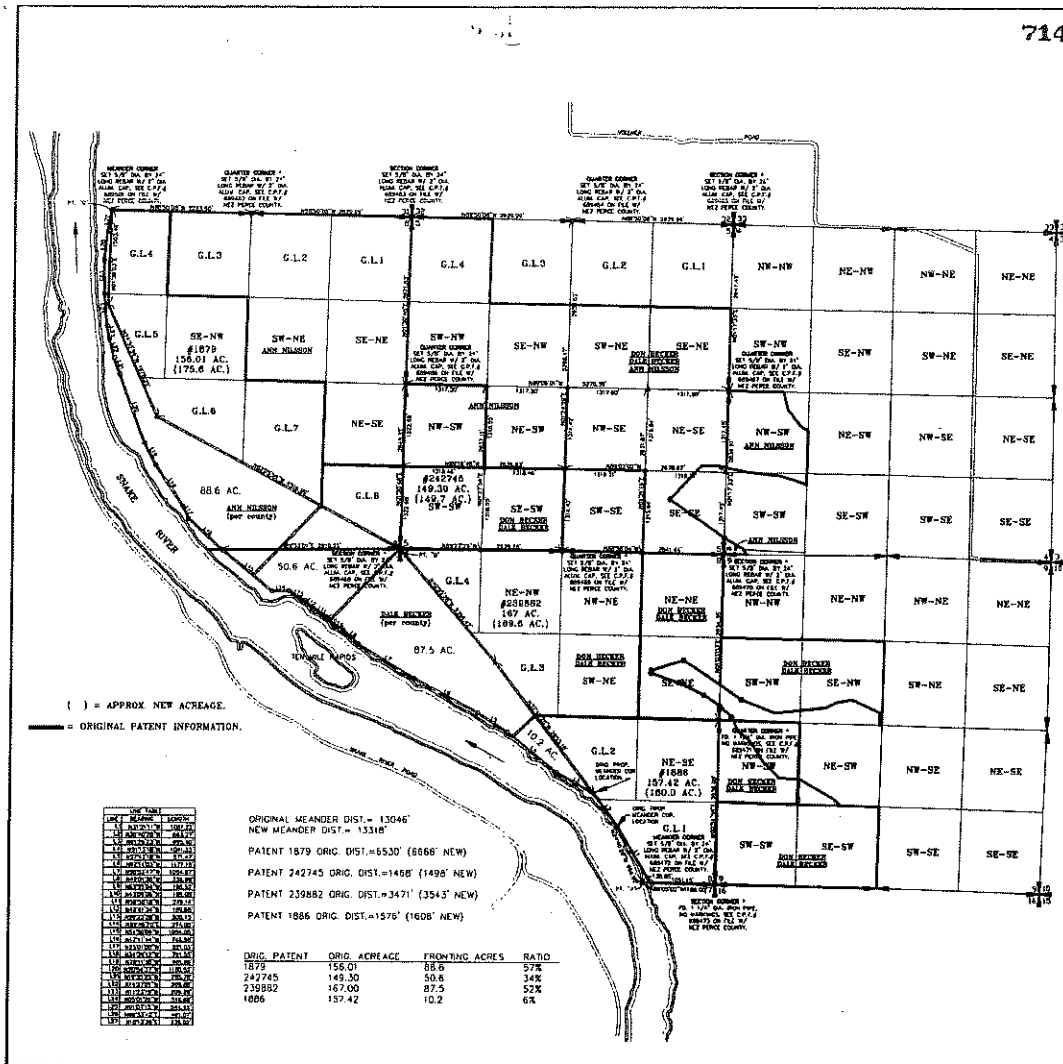
5) THE ORIGINAL WEARDER WAS SCALED, ROTATED AND TRANSLATED BETWEEN PT. "A" AND PT. "B" AND BETWEEN PT. "B" AND PT. "C".

- A - CALCULATED POSITION ONLY, NO CORNER SET THIS SURVEY.
- B - FD. 1/2" DIA. REBAR UNLESS OTHERWISE SHOWN.
- C - SET 5/8" DIA BY 24" LONG REBAR & CAP MK'D. "PLS 7379" UNLESS OTHERWISE STATED.
- * - ORIGINAL OR PERPETUATED EVIDENCE FOUND.

DATE	DATE	PARTY
0901 040000	OCT 1972	JOHN B. DAVID AND FEDERAL GOV
UNRECORDED	MAY 19 1972	HANES W. GROW AND ATTORNEY
000000	MAY 18 1964	GARY P. STONE AND POTTSVILLE



GOLDING SURVEYING & MAPPING
P.O. BOX 1838 • LEWISTON • IDAHO • 83801 • (208) 746-8720



IDI 34724

THE UNITED STATES OF AMERICA, pursuant to the provisions of the Federal Land Policy and Management Act of 1976, Section 315, 43 U.S.C. 1745 (1976), does hereby disclaim to Ann Nilsson, the owner of record, all claim and interest to the following described property, to wit:

The 50.6 acres fronting government lot 8 in section 6 shown on the attached Diagram #1, a Record of Survey in T. 34 N., R. 5 W, sections 5, 6, and 8, Boise Meridian, Idaho, executed by Terry Golding, PLS 7379, plat signed August 29, 2003.

EXECUTED this twenty-fourth day of January, 2005.

INST. NO. 714049
FILED FOR RECORD BLM *
FEE 6.08 REG. BY Ron Grant

2005 FEB -1 P 2: 59

PATTY O. WEEKS
RECORDER, NEZ PERCE CO ID

BY Rhens DEPUTY

UNITED STATES OF AMERICA

By:

Jimmié Buxton

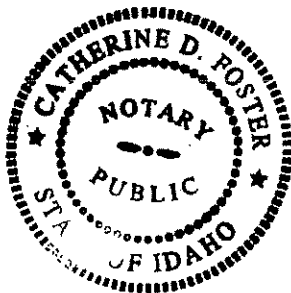
Chief, Branch of Lands, Minerals and Water Rights
Resource Services Division
Bureau of Land Management

* R+3 Box 181
Cottonwood ID 83522

ACKNOWLEDGMENT

COUNTY OF ADA)
) ss.
STATE OF IDAHO)

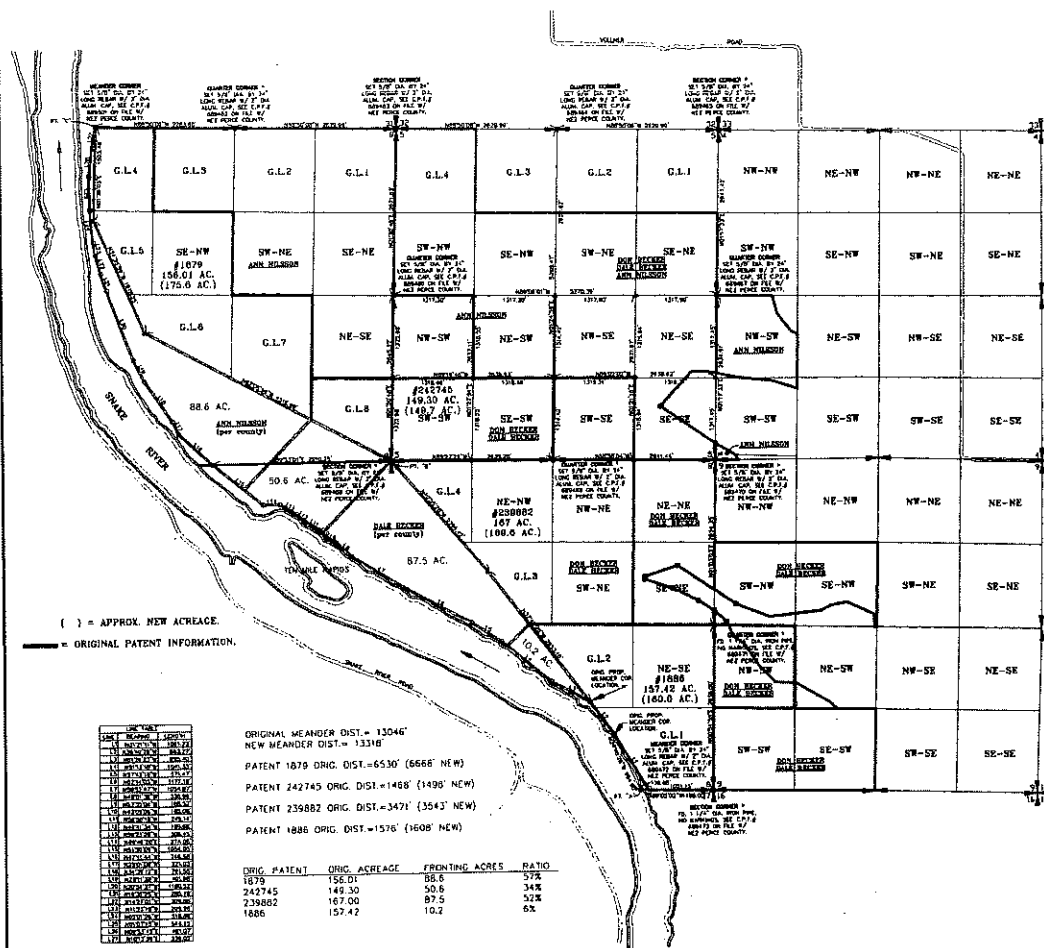
On this twenty-fourth day of January, 2005, before me, a notary public, personally appeared Jimmie Buxton, whose identity is personally known to me and who, being duly sworn, did say that he is the Chief, Branch of Lands, Minerals and Water Rights, Resource Services Division of the U.S. Department of the Interior, Bureau of Land Management, Idaho State Office, and that he executed the foregoing instrument by authority of and on behalf of the United States of America; and he acknowledged said instrument to be the act and deed of the United States of America.



Catherine D. Foster
Notary Public

My commission expires on: 3/14/2006

GOLDING SURVEYING & MAPPING
P.O. BOX 1818 • LEWISTON • IDAHO • 83501 • (208) 746-0782



Policy of Title Insurance



ISSUED BY

First American Title Insurance Company

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

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.
5. In instances where the insured acquires title to the land by condemnation, failure of the commitment for title insurance, as updated to the date of the filing of the lis pendens notice or the Declaration of Taking, to disclose the parties having an interest in the land as disclosed by the public records.

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

First American Title Insurance Company

By: *Gary L. Keruecht* President

Attest: *Mark R. Anderson* Secretary

ELECTRONIC ORIGINAL

Countersigned
First American Title Company

© 2000 The First American Corporation.
All Rights Reserved

Kevin H. Hoffmann



SCHEDULE A

Date of Policy: **March 15, 2006 at 12:57 PM**

Policy No.: **30295**

Policy Amount: **\$10,000.00**

Premium: **\$200.00**

1. Name of Insured:
United States of America
2. The estate or interest in the land which is covered by this policy is:
An easement interest created by that
3. Title to the estate or interest in the land is vested in:
United States of America
4. The Land referred to in this Policy is described as:

**SITUATE IN NEZ PERCE COUNTY, STATE OF IDAHO, TO WIT:
PART OF THE ORIGINALLY UNSURVEYED LAND LYING BETWEEN THE ORIGINAL
MEANDER LINE AND THE ORDINARY HIGH WATER MARK OF THE SNAKE RIVER
ADJACENT TO SECTIONS 6 AND 8, TOWNSHIP 34 NORTH, RANGE 5 WEST OF THE
BOISE MERIDIAN, NEZ PERCE COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED
AS FOLLOWS:**

**BEGINNING AT THE SOUTHEAST CORNER OF SECTION 6 MARKED BY A REBAR;
THENCE
SOUTH 89°33'01" WEST A DISTANCE OF 2,910.25 FEET TO A REBAR NEAR THE
EASTERLY BANK OF THE SNAKE RIVER; THENCE MEANDERING ALONG SAID
EASTERLY BANK
NORTH 47°41'44" WEST A DISTANCE OF 746.58 FEET TO A REBAR; THENCE
NORTH 25°01'08" WEST A DISTANCE OF 221.03 FEET TO A REBAR; THENCE
NORTH 34°39'12" WEST A DISTANCE OF 791.55 FEET TO A REBAR; THENCE
NORTH 28°11'38" WEST A DISTANCE OF 401.98 FEET TO A REBAR; THENCE
NORTH 20°54'37" WEST A DISTANCE OF 1,180.52 FEET TO A REBAR; THENCE
NORTH 19°35'25" WEST A DISTANCE OF 285.78 FEET TO A REBAR; THENCE
NORTH 14°27'01" WEST A DISTANCE OF 309.88 FEET TO A REBAR; THENCE
NORTH 11°23'19" WEST A DISTANCE OF 209.26 FEET TO A REBAR; THENCE
NORTH 05°01'26" WEST A DISTANCE OF 518.88 FEET TO A REBAR; THENCE
NORTH 01°07'15" WEST A DISTANCE OF 544.45 FEET TO A REBAR; THENCE
NORTH 06°53'42" EAST A DISTANCE OF 461.07 FEET TO A REBAR; THENCE
NORTH 10°13'39" EAST A DISTANCE OF 339.02 FEET TO THE MEANDER CORNER
MARKED BY A REBAR WITH A 2" DIA. ALUMINUM CAP; THENCE
SOUTH 01°39'03" WEST A DISTANCE OF 1,503.48 FEET; THENCE
SOUTH 24°35'59" EAST A DISTANCE OF 1,978.25 FEET; THENCE
SOUTH 62°05'59" EAST A DISTANCE OF 4,516.99 FEET TO THE TRUE POINT OF
BEGINNING.**

**INCLUDING ALL LANDS LYING WESTERLY OF THE ABOVE-DESCRIBED MEANDER
LINE AND EASTERLY OF THE ORDINARY HIGH WATER MARK OF THE SNAKE RIVER.**

Form No. 1037.91
ALTA U.S. Policy Form
(Revised 9/28/91)

Policy No.: **30295**
Page 3 of 8

**EXCEPTING ALL LANDS LYING WESTERLY OF THE ORDINARY HIGH WATER MARK OF
THE SNAKE RIVER.**

SCHEDULE B
EXCEPTIONS FROM COVERAGE

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possessions thereof.
3. Easements, liens or encumbrances or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts, which a correct survey would disclose, and which are not shown by public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. 2006 taxes are an accruing lien, not yet due or payable. Second half 2005 taxes are due and payable on or before 6/20/2006.
8. Lack of a right of access to and from said land.
9. Any changes in the meander line since the Survey recorded September 5, 2003 under Instrument No. 695330, or any discrepancy with the Original Government Survey.
10. Any claim arising from the difference in the mean high water line of the Snake River and the meander line as shown by the Original Government Survey.
11. Right, title and interest of the State of Idaho within the natural bed of the Snake River below the ordinary high water line, and also excepting any artificial accretions waterward of said ordinary high water line.
12. Memorandum of Lease Agreement upon the terms, conditions and covenants contained in the lease:
Recorded: June 28, 2005, as Instrument No. 719199
Lessor: Ann B. Nilsson
Lessee: Van Buren Ranch, LLC.



First American Title Company

1428 G Street, Lewiston, ID 83501
Phone (208)746-2323 - Fax (208)746-6165

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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Form No. 1037.91
ALTA U.S. Policy Form
(Revised 9/28/91)

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 the policy;
- (c) Resulting in no loss or damage to the insured claimant; or
- (d) Attaching or created subsequent to Date of Policy.

4.

This Policy does not insure against the invalidity or insufficiency of any condemnation proceeding instituted by the United States of America, except to the extent set forth in insuring provision 5.

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

CONDITIONS AND STIPULATIONS

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 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 shall 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 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.

(e) Notwithstanding Conditions and Stipulations Section 4(a-d), the Attorney General of the United States shall have the sole right to authorize or to undertake the defense of any matter which would constitute a claim under the policy, and the Company may not represent the insured without authorization. If the Attorney General elects to defend at the Government's expense, the Company shall, upon request, cooperate and render all reasonable assistance in the prosecution or defense of the proceeding and in prosecuting any related appeals. If the Attorney General shall fail to authorize and permit the Company to defend, all liability of the Company with respect to that claim shall terminate; provided, however, that if the Attorney General shall give the Company timely notice of all proceedings and an opportunity to suggest defenses and actions as it shall recommend should be taken, and the Attorney

General shall present the defenses and take the actions of which the Company shall advise the Attorney General in writing, the liability of the Company shall continue and, in any event, the Company shall cooperate and render all reasonable assistance in the prosecution or defense of the claim and any related appeals.

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. Unless prohibited by law or governmental regulation, 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 this 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) Subject to the prior written approval of the Attorney

General, 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 6b(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. Failure of the Attorney General to give the approval called for in 6(b)(i) shall not prejudice the rights of the insured unless the Company is prejudiced thereby, and then only to the extent of the prejudice.

7. DETERMINATION AND EXTENT OF LIABILITY.

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) 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 or an accurate facsimile 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.

(c) **No Subrogation to the Rights of the United States.**

Notwithstanding the provisions of Conditions and Stipulations Section 13(a) and (b), whenever the Company shall have settled and paid a claim under this policy, the Company shall not be subrogated to the rights of the United States. The Attorney General may elect to pursue any additional remedies which may exist, and the Company may be consulted. If the

Company agrees in writing to reimburse the United States for all costs, attorney's fees and expenses, to the extent that funds are recovered they shall be applied first to reimbursing the Company for the amount paid to satisfy the claim, and then to the United States.

14. ARBITRATION ONLY BY AGREEMENT.

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 shall be arbitrated only when agreed to by both the Company and the Insured.

The law of the United States, or if there be no applicable federal law, the law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

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

**15. LIABILITY LIMITED TO THIS POLICY;
POLICY ENTIRE CONTRACT.**

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

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

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the

President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY.

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

17. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at 1 First American Way, Santa Ana, CA. 92707, or to the office which issued this policy.