

74-1025B
1025C
1025D
1025E
1025F
15888

NOVEMBER 6, 2009

TO: IDWR

ATTN: MONICA

FROM: ANNETTE DASKALOS

RE: 74-1025B

*Faxes received from Annette
Daskalos re allotment
of acres under 74-1025.
MVB 11/6/2009*

**THE FOLLOWING IS OUR SETTLEMENT STATEMENT FROM OUR
CLOSING, SHOWING MCCULLOUGH PAYOFF OF PRIVATE MONEY
CARRY BACK.**

ALSO WARRENTY DEEDS ALL USE LEGAL DESCRIPTION EXHIBIT A.

**ALTHOUGH THESE ARE NOT SIGNED, I CAN PRODUCE GIVEN MORE
TIME THE SIGNED ONES. BUT THESE ARE CORRECT.**

**THAT WOULD BRING US TO 41 ACRES.... AND I STILL THINK HENRY
WHICH DOESN'T HAVE 7.8 ACRES THERE, HAD A RIGHT TO WATER
THAT BELONGED TO US.**

**I CAN HAVE WADE SURVEYING STATE HOW MANY ACRES WE
IRRIGATE NOW AND PRODUCE SURVEYS FROM THEN AND
COMPARE. ???**

BROWN PROPERTY NOW HENRY TOO FAR SOUTH.

**PLEASE ADVISE
702 896-4465**

A. Settlement Statement

U.S. Department of Housing
and Urban Development

OMB No. 2502-0265 (Exp. 12-31-85)

B. Type of Loan			
1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv. Unins.	8. File Number	7. Loan Number	6. Mortgage Insurance Case Number
4. ☐ VA 5. ☐ Conv. Ins.	1031-1640		

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower SPIRO DASKALOS & ANNETTE DASKALOS, HUSBAND & WIFE, GEORGE DASKALOS & KATERINA DASKALOS, HUSBAND & WIFE, & DONALD SABATTE & MARYANN SABATTE, HUSBAND & WIFE. 4535 WEST RUSSELL RD., SUITE 16 LAS VEGAS, NEVADA 89118	E. Name and Address of Seller PIONEER 1031 COMPANY, AS THE QUALIFIED INTERMEDIARY FOR HENRY L. BOSWELL, JR., AND MELYANDA L. BOSWELL, HUSBAND AND WIFE. 1651 WEST JARVIS COURT BOISE, IDAHO 83642	F. Name and Address of Seller MARK TRAIL AND RONDA TRAIL, HUSBAND AND WIFE POST OFFICE BOX 611 GRAYLAND, WASHINGTON 98547
--	--	--

G. Property Location PARCEL #'S RP18N24E092401 A AND RP18N24E092403 A LEMHI COUNTY, IDAHO	H. Settlement Agent LEMHI TITLE & ABSTRACT CO., INC. Place of Settlement SALMON, IDAHO 83467	I. Settlement Date 9/12/97
---	---	-------------------------------

J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract sales price	192,000.00	401. Contract sales price	192,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	331.00	403. Settlement charges to seller (line 1400)	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	192,331.00	420. GROSS AMOUNT DUE TO SELLER	192,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT DUE TO SELLER	
201. Deposit or earnest money	1,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	106,866.14
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes 1/1/97 to 9/12/97	109.65	511. County taxes 1/1/97 to 9/12/97	109.65
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	1,109.65	520. TOTAL REDUCTION AMOUNT DUE SELLER	106,975.79
300. CASH AT SETTLEMENT FROM/TO BORROWER		600. CASH AT SETTLEMENT TO/FROM SELLER	
301. Gross amount due from borrower (line 120)	192,331.00	601. Gross amount due to seller (line 420)	192,000.00
302. Less amounts paid by/for borrower (line 220)	(1,109.65)	602. Less reductions in amount due seller (line 520)	(106,975.79)
303. CASH (X) FROM () TO BORROWER	191,221.35	603. CASH (X) TO () MARK & RONDA TRAIL	42,662.10

SPIRO DASKALOS ANNETTE DASKALOS

READ & APPROVED BY HENRY L. BOSWELL, JR. AND
MELYANDA L. BOSWELL

GEORGE DASKALOS KATERINA DASKALOS

PIONEER 1031 COMPANY, AS INTERMEDIARY

DONALD SABATTE MARYANN SABATTE

MARK TRAIL RONDA TRAIL

LEMHI TITLE & ABSTRACT CO., INC.

DATE

L. Settlement Charges

700. Total Sales/Broker's Commission based on price \$ 192,000. @ 6 % = 11,520.00				Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of Commission (line 700) as follows:					
701. \$	11,520.00	to	SALMON REAL ESTATE		
702. \$		to			
703. Commission paid at Settlement					
704.					11,520.00
800. Items Payable In Connection With Loan					
801. Loan Origination Fee		%			
802. Loan Discount		%			
803. Appraisal Fee		to			
804. Credit Report		to			
805. Lender's Inspection Fee					
806. Mortgage Insurance Application Fee to					
807. Assumption Fee					
808. PIONEER 1031 COMPANY (BOSWELL'S INTERMEDIARY)					
809.					300.00
810.					
811.					
900. Items Required By Lender To Be Paid in Advance					
901. Interest from	to	@ \$	/day		
902. Mortgage Insurance Premium for			months to		
903. Hazard Insurance Premium for			years to		
904.			years to		
905.					
1000. Reserves Deposited With Lender					
1001. Hazard Insurance	months @ \$		per month		
1002. Mortgage Insurance	months @ \$		per month		
1003. City property taxes	months @ \$		per month		
1004. County property taxes	months @ \$		per month		
1005. Annual assessments	months @ \$		per month		
1006.	months @ \$		per month		
1007.	months @ \$		per month		
1008.	months @ \$		per month		
1100. Title Charges					
1101. Settlement or closing fee	to	LEMH TITLE CO.		300.00	300.00
1102. Abstract or title search	to				
1103. Title examination	to				
1104. Title Insurance binder	to				
1105. Document preparation	to	LEMH TITLE CO.		25.00	50.00
1106. Notary fees	to				
1107. Attorney's fees	to				
(includes above items numbers:					
1108. Title Insurance	to				
(includes above items numbers:					
1109. Lender's coverage	\$				
1110. Owner's coverage	\$	192,000.00			866.00
1111.					
1112.					
1113.					
1200. Government Recording and Transfer Charges					
1201. Recording fees: Deed \$ 18.00		; Mortgage \$		6.00	12.00
1202. City/county tax/stamps: Deed \$		; Mortgage \$			
1203. State tax/stamps: Deed \$		; Mortgage \$			
1204. PAYOFF CHESTER F. MCCULLOUGH AND JUDITH J. MCCULLOUGH					92,203.14
1205.					
1300. Additional Settlement Charges					
1301. Survey	to	WADE SURVEYING			1,615.00
1302. Pest inspection	to				
1303.					
1304.					
1305.					
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				331.00	106,866.14

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

---SPIRO DASKALOS ANNETTE DASKALOS

READ & APPROVED BY HENRY L. BOSWELL, JR. AND
MELYANDA L. BOSWELL

GEORGE DASKALOS KATERINA DASKALOS

PIONEER 1031 COMPANY, AS INTERMEDIARY

DONALD SABATTE MARYANN SABATTE

MARK TRAIL RONDA TRAIL

LEMH TITLE & ABSTRACT CO., INC.

DATE

WARRANTY DEED

For Value Received ALBERT TRAIL AND VENITA R. TRAIL, HUSBAND AND WIFE

the grantors, do hereby grant, bargain, sell and convey unto HENRY L. BOSWELL, JR. AND MELYANDA L. BOSWELL, HUSBAND AND WIFE.

the grantee, the following described premises, in LEMHI County Idaho, to wit:

"ALL OF OUR RIGHT, TITLE AND INTEREST IN THE FOLLOWING DESCRIBED PARCEL OF LAND"

SEE ATTACHED EXHIBIT "A"

COPY

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that they are free from all incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: SEPTEMBER 2, 1997

ALBERT TRAIL

VENITA R. TRAIL

STATE OF IDAHO, COUNTY OF

On this _____ day of _____, 19____, before me, a notary public in and for said State, personally appeared _____

known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that _____ executed the same.

Notary Public

Residing at _____, Idaho
Comm. Expires _____

STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for record at the request of _____

at _____ minutes past _____ o'clock m.,
this _____ day of _____
19____, in my office, and duly recorded in Book _____ of Deeds at page _____

Ex-Officio Recorder

By _____ Deputy.

Fees \$ _____
Mail to: _____

INSTRUMENT NO.

EXHIBIT "A"

THE WEST HALF OF THE WEST HALF OF SECTION NINE (9), TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWENTY-FOUR (24), E., B.M., LEMHI COUNTY, IDAHO.

EXCEPTING ALL OF SAID PORTION THAT LIES SOUTH OF STATE HIGHWAY NO. 28.

ALSO EXCEPTING THEREFROM:

A PARCEL OF LAND LOCATED IN THE W1/2SW1/4, SECTION 9, T. 18 N., R. 24 E., B.M., LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 9, A DISTANCE OF 242.31 FEET ON A BEARING OF S. 89 DEGREES 20' 08" E. ALONG THE SOUTH BOUNDARY OF SECTION 9 TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF STATE HIGHWAY NO. 28 AND THE REAL POINT OF BEGINNING. FROM THIS REAL POINT OF BEGINNING, A DISTANCE OF 1346.36 FEET ON A BEARING OF N. 9 DEGREES 46' 22" W. ALONG THE EASTERLY RIGHT-OF-WAY OF STATE HIGHWAY NO. 28 TO A POINT ON THE WESTERLY BOUNDARY OF SECTION 9;
THENCE N. 0 DEGREES 35' 44" E., 425.51 FEET ALONG SAID BOUNDARY;
THENCE S. 89 DEGREES 20' 08" E., 1335.54 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THE W1/2SW1/4 OF SECTION 9;
THENCE S. 0 DEGREES 31' 45" W., 1749.60 FEET ALONG SAID EASTERLY BOUNDARY TO A POINT ON THE SOUTH BOUNDARY OF SECTION 9;
THENCE N. 89 DEGREES 20' 08" W., 1095.25 FEET TO THE REAL POINT OF BEGINNING.

TOGETHER WITH A COMMON EASEMENT FOR GRANTOR AND GRANTEE FOR VEHICULAR INGRESS AND EGRESS TO THE ABOVE-DESCRIBED PROPERTY AND TO PROPERTY RETAINED BY THE SELLER LYING ADJACENT TO SAID PROPERTY, OVER PROPERTY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE W1/2NW1/4, SECTION 9, T. 18 N., R. 24 E., B.M., LEMHI COUNTY, IDAHO, MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST SECTION CORNER OF SAID SECTION 9, A DISTANCE OF 1863.67 FEET ON A BEARING OF S. 0 DEGREES 35' 44" W., ALONG THE WEST BOUNDARY OF SECTION 9 THE REAL POINT OF BEGINNING.
THENCE S. 0 DEGREES 35' 44" W., 17.85 FEET;
THENCE N. 74 DEGREES 56' 57" E., 30.00 FEET;
THENCE N. 0 DEGREES 35' 44" E., 17.85 FEET;
THENCE S. 74 DEGREES 56' 57" W., 30.00 FEET TO THE REAL POINT OF BEGINNING.

WARRANTY DEED

For Value Received CHESTER F. MCCULLOUGH AND JUDITH J. MCCULLOUGH,
HUSBAND AND WIFE.

the grantor^S, do hereby grant, bargain, sell and convey unto ALBERT TRAIL AND VENITA R.
TRAIL, HUSBAND AND WIFE, AND MARK TRAIL AND RONNIE TRAIL, HUSBAND AND WIFE.

the grantee^S, the following described premises, in LEMHI County Idaho, towit:

SEE ATTACHED EXHIBIT "A"

COPY

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees,
their heirs and assigns forever. And the said Grantors do hereby covenant to
and with the said Grantees, that they are the owners in fee simple of said premises; that they
are free from all incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: SEPTEMBER 2, 1997

CHESTER F. MCCULLOUGH

JUDITH J. MCCULLOUGH

STATE OF IDAHO, COUNTY OF

On this _____ day of _____, 19____,
before me, a notary public in and for said State, personal-
ly appeared

known to me to be the person whose name
subscribed to the within instrument, and acknowledged
to me that _____ executed the same.

Notary Public

Residing at _____,
Comm. Expires _____, Idaho

STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for re-
cord at the request of

at _____ minutes past _____ o'clock m.,
this _____ day of _____
19____, in my office, and duly recorded in Book
of Deeds at page _____

Ex-Officio Recorder

By _____ Deputy,

Fees \$ _____
Mail to: _____

INSTRUMENT NO.

WARRANTY DEED

For Value Received MARK TRAIL AND RONNIE TRAIL, HUSBAND AND WIFE, AND
HENRY L. BOSWELL, JR., AND MELYANDA L. BOSWELL, HUSBAND AND WIFE

the grantor s, do hereby grant, bargain, sell and convey unto SPIRO DASKALOS AND ANNETTE
DASKALOS, HUSBAND AND WIFE, GEORGE DASKALOS AND KATERINA DASKALOS, HUSBAND AND WIFE,
AND DONALD SABATTE AND MARYANN SABATTE, HUSBAND AND WIFE.

the grantee s, the following described premises, in LEMHI County Idaho, towit:

SEE ATTACHED EXHIBIT "A"

COPY

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s,
their heirs and assigns forever. And the said Grantors do hereby covenant to
and with the said Grantee s, that they are the owners in fee simple of said premises; that they
are free from all incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: SEPTEMBER 2, 1997

STATE OF IDAHO, COUNTY OF

On this _____ day of _____, 19____,
before me, a notary public in and for said State, personally
appeared _____

known to me to be the person whose name
subscribed to the within instrument, and acknowledged
to me that _____ executed the same.

Notary Public

Residing at _____, Idaho
Comm. Expires _____

STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for re-
cord at the request of _____

at _____ minutes past _____ o'clock a.m.,
this _____ day of _____
19____, in my office, and duly recorded in Book
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Ex-Officio Recorder

By _____ Deputy.

Fees \$ _____
Mail to: _____

INSTRUMENT NO.

EXHIBIT "A"

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EXCEPTING ALL OF SAID PORTION THAT LIES SOUTH OF STATE HIGHWAY NO. 28.

ALSO EXCEPTING THEREFROM:

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TOGETHER WITH A COMMON EASEMENT FOR GRANTOR AND GRANTEE FOR VEHICULAR INGRESS AND EGRESS TO THE ABOVE-DESCRIBED PROPERTY AND TO PROPERTY RETAINED BY THE SELLER LYING ADJACENT TO SAID PROPERTY, OVER PROPERTY DESCRIBED AS FOLLOWS:

FWI WE OWN THIS PARCEL

A PARCEL OF LAND LOCATED IN THE W1/2NW1/4, SECTION 9, T. 18 N., R. 24 E., B.M., LEMHI COUNTY, IDAHO, MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST SECTION CORNER OF SAID SECTION 9, A DISTANCE OF 1863.67 FEET ON A BEARING OF S. 0 DEGREES 35' 44" W., ALONG THE WEST BOUNDARY OF SECTION 9 THE THE REAL POINT OF BEGINNING.
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THENCE N. 0 DEGREES 35' 44" E., 17.85 FEET;
THENCE S. 74 DEGREES 56' 57" W., 30.00 FEET TO THE REAL POINT OF BEGINNING.

IS FULLY COMPLETED AND YOU COMPLETELY UNDERSTAND BOTH THE FRONT AND BACK OF IT.

IDAHO LAW PROHIBITS ANYONE OTHER THAN A LICENSED ATTORNEY FROM GIVING LEGAL ADVICE. THIS TRANSACTION WILL AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS. CONSULT AN ATTORNEY IF YOU HAVE ANY QUESTIONS.

AGREEMENT. The undersigned buyer(s) agree to buy, and the undersigned seller(s) agree to sell, the property described below at the price and terms described herein.

Buyer's
Signature: _____ Date: _____
Buyer's
Signature: _____ Date: _____

Seller's
Signature: Annette Daskalos 7-16-97
Seller's
Signature: Katerina Daskalos 7-16-97
Seller's
Signature: Spino & Annette Daskalos 7-16-97

State of _____)
County of _____)

On this _____ day of _____, 199____, before the undersigned, a Notary Public, personally appeared _____

_____ known to me to be the person(s) who signed this agreement and acknowledged to me that _____ 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 for _____ Residing at _____ My bond expires _____, 199____

SPECIFIC TERMS AND DETAILS OF AGREEMENT:

[1] Legal
Description: T-2932 and T-2931 being approx.
107.9 acres +/- belonging to Boswell-Trail
Legal to be attached

[2] Property
Address: Hwy 28 SE
Tendoy (City), Lemhi (County), ID (State).

[3] Amount of
Earnest Money: One Thousand Dollars
(\$ 1,000.00) Receipt Acknowledged by: Annette Daskalos

[4] Form of
Earnest Money: ☒ Personal Check ☐ Cashiers Check ☐ Cash
☐ Promissory Note ☐ Other (Describe in "Additional Terms of Purchase").

[5] Total Price
of Property: One Hundred Ninety Two Thousand
(\$ 192,000.00)

[6] Financing: ☒ Cash ☐ FHA ☐ VA ☐ IHA
☐ Conventional ☐ Assume Seller's Loan
☐ Seller Financing (Describe in "Additional Financing Terms", below)

[7] Down
Payment: N/A
(\$ N/A)

[8] Additional
Financing Terms: _____

[9] Contingencies: ☐ None (No Contingencies Apply)
Contingent on Financing: ☐ Yes ☒ No
Contingent on sale of buyer's home: ☐ Yes ☒ No
Other Contingency (Describe in "Additional Financing Terms"): ☒ Yes ☐ No
Maximum interest rate for Buyer's loan: N/A %
Maximum cost of lender/code repairs to be paid by Seller: \$ N/A
Property to remain on market: ☐ Yes ☒ No

[10] Date
of Closing: 9-16-97 Date of Possession: At closing

[11] Closing to
be performed by: Lemhi Title and Escrow

[12] Title Insurance to be
provided by (Title Company): Lemhi Title and Escrow

[13] Property Specifically
INCLUDED in Sale: All Deeded Water Rights, also
all mineral, grazing and hunting rights.
Miscellaneous items of old farm implements
and equipment presently discarded on acreage.

[14] Property Specifically
EXCLUDED from Sale: N/A

[15] Offer subject to
Acceptance by (Date): 7-18-97 (Time): 5:00p.m.

[16] Listing
Broker: Salmon Real Estate Selling Broker: Salmon Real Estate

[17] Responsible
Broker: Steve Sayer Amount of Commission: 8,520.00

[18] AGENCY DISCLOSURE: At the time of signing this agreement the agent working with the buyer represented Seller and the agent working with the seller represented Seller. Each party signing this document confirms that prior written disclosure of agency was provided to him/her in this transaction. Each party to this transaction has read and understands the contents of the agency disclosure brochure previously received.

[19] Parties to Transaction:
Buyer's Name(s): Spino & Annette Daskalos

Name(s): George & Katerina Daskalos

Address: Donald & MaryAnn Sabatte
1853 Boyce Way

City, State, Zip: Henderson, NV 89014

Seller's Name(s): Henry & Melinda Boswell

Name(s): Mark & Ronda Trail

Address: _____

City, State, Zip: _____

[20] Additional This offer is subject to:
Terms of Purchase: Satisfactory survey at sellers

expense. Satisfactory review of Deeded Water
Rights. Septic approval by Dist. 7 Health Dep.
Any fees associated with preparing a 1031

exchange for sellers to be paid by sellers.

Perk test for septic approval paid by Buyers.

Buyer hereby receives for a copy of this agreement with the seller's signature showing seller's acceptance of offer OR agent certifies that the buyer's copy with seller's acceptance was sent to buyer via certified mail.

Signature: _____ Date: _____

The provisions on the BACK of this form are also a part of this agreement. Buyer's Initials: _____ Seller's Initials: _____

NOVEMBER 6, 2009

TO : IDWR

ATTN: MONICA

FROM: ANNETTE DASKALOS

RE: 74-1025B

LOOK WHAT I FOUND

**PLEASE ADVISE
702 896-4465**

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

AGREEMENT TO ISSUE POLICY

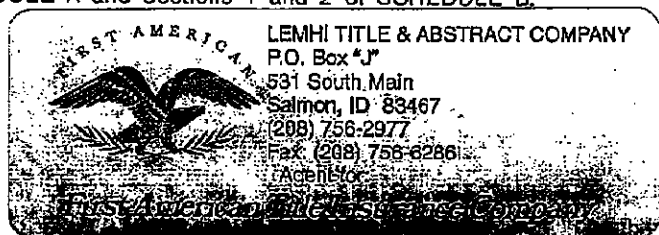
We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-1.
- The Exceptions in Schedule B-2.
- The Conditions on the other side of this page 1.

This Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.

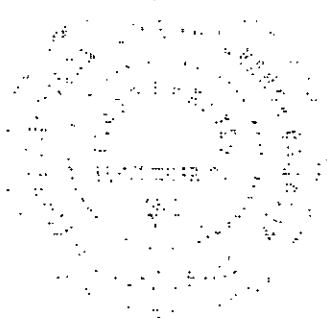


First American Title Insurance Company

BY *Parker S. Kennedy* PRESIDENT

ATTEST *Mark D. Anderson* SECRETARY

BY *Carl Hall* COUNTERSIGNED





The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.

TABLE OF CONTENTS

	Page
AGREEMENT TO ISSUE POLICY	1
SCHEDULE A	
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4. Description of the Land	2
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SCHEDULE B-2 — Exceptions	4
CONDITIONS	other side of 1

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, please contact the issuing office.

SCHEDULE A

1. Commitment Date: JULY 22, 1997

Commitment No. 344

2. Policy or Policies to be issued:

Policy Amount

(a) Owners Policy

\$ 192,000.00

Proposed Insured: SPIRO DASKALOS AND ANNETTE DASKALOS, HUSBAND AND WIFE,
GEORGE DASKALOS AND KATERINA DASKALOS, HUSBAND AND WIFE, AND DONALD SABATTE AND
MARYANN SABATTE, HUSBAND AND WIFE.

(b) Loan Policy

\$

Proposed Insured

(c) Proposed Insured:

\$

3. The fee simple interest in the land described in this Commitment is owned, at the Commitment Date
by CHESTER F. MCCULLOUGH AND JUDITH J. MCCULLOUGH, HUSBAND AND WIFE.

4. The land referred to in this Commitment is described on Schedule C.

SEE ATTACHED EXHIBIT "A"

EXHIBIT "A"

THE WEST HALF OF THE WEST HALF OF SECTION NINE (9), TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWENTY-FOUR (24), E., B.M., LEMHI COUNTY, IDAHO.

EXCEPTING ALL OF SAID PORTION THAT LIES SOUTH OF STATE HIGHWAY NO. 28.

ALSO EXCEPTING THEREFROM:

A PARCEL OF LAND LOCATED IN THE W1/2SW1/4, SECTION 9, T. 18 N., R. 24 E., B.M., LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 9, A DISTANCE OF 242.31 FEET ON A BEARING OF S. 89 DEGREES 20' 08" E. ALONG THE SOUTH BOUNDARY OF SECTION 9 TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF STATE HIGHWAY NO. 28 AND THE REAL POINT OF BEGINNING. FROM THIS REAL POINT OF BEGINNING, A DISTANCE OF 1346.36 FEET ON A BEARING OF N. 9 DEGREES 46' 22" W. ALONG THE EASTERLY RIGHT-OF-WAY OF STATE HIGHWAY NO. 28 TO A POINT ON THE WESTERLY BOUNDARY OF SECTION 9;
THENCE N. 0 DEGREES 35' 44" E., 425.51 FEET ALONG SAID BOUNDARY;
THENCE S. 89 DEGREES 20' 08" E., 1335.54 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THE W1/2SW1/4 OF SECTION 9;
THENCE S. 0 DEGREES 31' 45" W., 1749.60 FEET ALONG SAID EASTERLY BOUNDARY TO A POINT ON THE SOUTH BOUNDARY OF SECTION 9;
THENCE N. 89 DEGREES 20' 08" W., 1095.25 FEET TO THE REAL POINT OF BEGINNING.

TOGETHER WITH A COMMON EASEMENT FOR GRANTOR AND GRANTEE FOR VEHICULAR INGRESS AND EGRESS TO THE ABOVE-DESCRIBED PROPERTY AND TO PROPERTY RETAINED BY THE SELLER LYING ADJACENT TO SAID PROPERTY, OVER PROPERTY DESCRIBED AS FOLLOWS: *See yellow line on plat*

A PARCEL OF LAND LOCATED IN THE W1/2NW1/4, SECTION 9, T. 18 N., R. 24 E., B.M., LEMHI COUNTY, IDAHO, MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST SECTION CORNER OF SAID SECTION 9, A DISTANCE OF 1863.67 FEET ON A BEARING OF S. 0 DEGREES 35' 44" W., ALONG THE WEST BOUNDARY OF SECTION 9 THE THE REAL POINT OF BEGINNING.
THENCE S. 0 DEGREES 35' 44" W., 17.85 FEET;
THENCE N. 74 DEGREES 56' 57" E., 30.00 FEET;
THENCE N. 0 DEGREES 35' 44" E., 17.85 FEET;
THENCE S. 74 DEGREES 56' 57" W., 30.00 FEET TO THE REAL POINT OF BEGINNING.

SCHEDULE B - Section 1

Requirements

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (e) Release(s) or Reconveyance(s) of item(s) _____.
- (f) Other

(g) You must give us the following information:

- 1. Any off record leases, surveys, etc.
- 2. Statement(s) of identity, all parties.
- 3. Other

SCHEDULE B - Section 2

Exceptions

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

PART I:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims, or title to water.
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. GENERAL TAXES AND ASSESSMENTS FOR THE YEAR 1996 ARE PAID IN FULL; GENERAL TAXES AND ASSESSMENTS FOR THE YEAR 1997 ARE AN ACCRUING LIEN.
8. THE RIGHT, TITLE AND INTEREST OF THE PUBLIC IN AND TO THOSE PORTIONS OF THE ABOVE DESCRIBED PREMISES FALLING WITHIN THE BOUNDS OF ROADS OR HIGHWAYS, DEDICATED AND OR OTHERWISE USED BY THE PUBLIC, AND SUBJECT TO ALL EASEMENTS AND RESTRICTIONS ATTENDANT AND PERTINENT TO SAID HIGHWAYS.
9. POWER LINE EASEMENT FROM JOHN GANSKE AND DELLA H. GANSKE, HUSBAND AND WIFE, TO IDAHO POWER COMPANY, DATED AUGUST 17, 1946 AND RECORDED MARCH 24, 1947, IN BOOK C OF AGREEMENTS AT PAGE 626, RECORDS OF LEMHI COUNTY, IDAHO.
10. THE EFFECT OF INSTALLATION PERMIT FROM GEORGE HEYER TO LEMHI COUNTY, DATED JANUARY 16, 1976 AND RECORDED FEBRUARY 9, 1976, UNDER INSTRUMENT NO. 132002, RECORDS OF LEMHI COUNTY, IDAHO. (COPY ATTACHED)
11. NOTICE OF REAL ESTATE CONTRACT, FROM CHESTER MCCULLOUGH AND JUDITH J. MCCULLOUGH, HUSBAND AND WIFE, SELLERS AND ALBERT TRAIL AND VENITA R. TRAIL, HUSBAND AND WIFE, AND MARK TRAIL AND RONNIE TRAIL, HUSBAND AND WIFE, AS PURCHASERS, RECORDED DECEMBER 7, 1993, UNDER INSTRUMENT NO. 220832, RECORDS OF LEMHI COUNTY, IDAHO. (COPY ATTACHED)
12. ASSIGNMENT OF INTEREST, WHEREIN ALBERT TRAIL AND VENITA R. TRAIL, HUSBAND AND WIFE, ASSIGN AND CONVEY TO HENRY L. BOSWELL, JR. AND MELYANDA L. BOSWELL, HUSBAND AND WIFE, ALL THEIR RIGHT TITLE AND INTEREST IN THE ABOVE DESCRIBED PROPERTY, DATED JANUARY 9, 1995 AND RECORDED OCTOBER 17, 1995, UNDER INSTRUMENT NO. 227766, RECORDS OF LEMHI COUNTY, IDAHO. (COPY ATTACHED)

The following numbered exceptions_____will be eliminated in an ALTA Extended Coverage Policy.

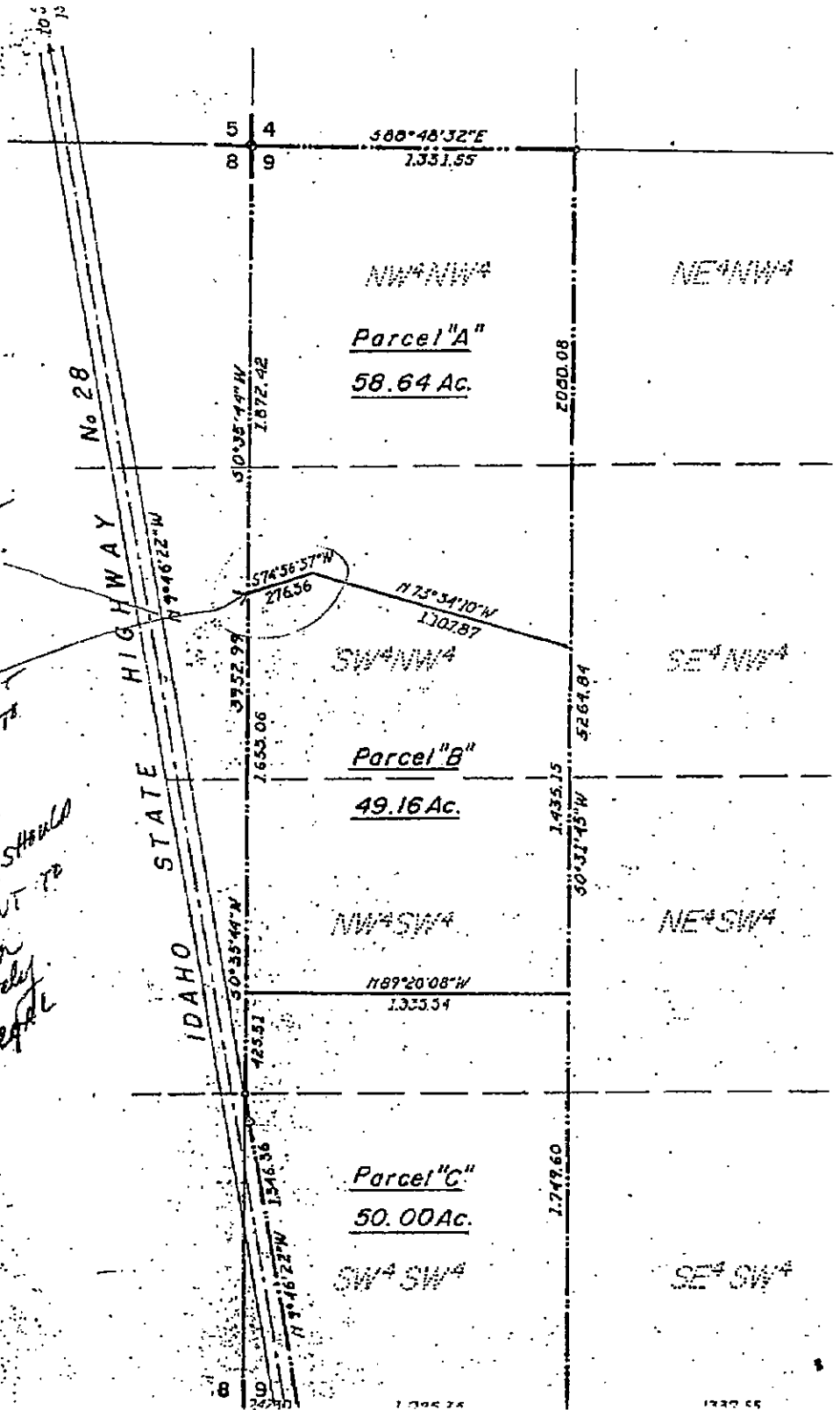
SCHEDULE B-SECTION 2

EXCEPTIONS CONTINUED

13. SUBJECT TO RESTRICTIONS AND RESERVATIONS CONTAINED IN THE UNITED STATES PATENT, RECORDED OCTOBER 20, 1919, IN BOOK Z OF DEEDS AT PAGE 166, RECORDS OF LEMHI COUNTY, IDAHO. (COPY ATTACHED)

RECORDED EASEMENT
 W/ LEGAL DESCRIP.
 FOR WINDMILL LEASE

 THIS 30FT WIDE
 17FT LONG EASEMENT
 WAS DESIGNED TO
 ALLOW ACCESS TO
 PARCEL A AND
 PARCEL B SHOULD
 OWNERS WANT TO
 SELL THEM
 SEPARATELY
 SEE LEGAL



INSTALLATION PERMIT

The undersigned hereby grants permission to Lemhi County,

permittee, for the installation of the following works of improvement: riprap, gravel bar removal, dikes, and/or clearing and snagging on the following described lands:

Heyer, George
Salmon, Idaho

1/15

Sec. 9

T18N

R24E R4

subject to the following conditions; (1) the installation of said works of improvement shall be commenced within 12 months from the date of this permit; (2) this permit shall include the right of ingress and egress at any time over and upon said lands and any adjoining lands owned by the undersigned. Operation and maintenance of the described works of improvement will be performed by the undersigned in accordance with appropriate agreement with the permittee (Lemhi County).

Date of Permit

Signature of Landowner

George Heyer

P.O. Box 4176

16th St. Salmon, Idaho 83833

1-16-76

By *William A. Aldous*
Deputy

Ex-Officio Recorder
Lemhi County, Idaho

Records of Lemhi County, Idaho

Agreements and duly filed and indexed in the

Register, 9, 19, 26

at 10:02

Soil Conservation Service

record at the request of

This instrument was filed for

County of Lemhi

State of Idaho

No. 133002

NOTICE OF REAL ESTATE CONTRACT

NOTICE IS HEREBY GIVEN THAT CHESTER F. MCCULLOUGH and JUDITH J. MCCULLOUGH, husband and wife, of Vancouver, Washington, as SELLERS, are selling to ALBERT TRAIL and VENITA R. TRAIL, husband and wife, of Driggs, Idaho, and MARK TRAIL and RONNIE TRAIL, husband and wife, of Los Banos, CA., as Purchasers, under a Real Estate Contract dated the 9th day of November, 1993, certain real property and improvements thereon, situated in Lemhi, County, Idaho, more particularly described as:

The West half of the West half of Section nine (9), Township eighteen (18) North, Range twenty-four (24), E., B.M., Lemhi County, Idaho.

Excepting all of said portion that lies South of State Highway No. 28.

ALSO EXCEPTING THEREFROM:

A parcel of land located in the W1/2SW1/4, Section 9, T. 18 N., R. 24 E., B.M., Lemhi County, Idaho, more particularly described as follows:

Commencing at the Southwest corner of said Section 9, a distance of 242.31 feet on a bearing of S. 89 degrees 20' 08" E. along the South boundary of Section 9 to a point on the Easterly right-of-way of State Highway No. 28 and the real point of beginning. From this real point of beginning, a distance of 1346.36 feet on a bearing of N. 9 degrees 46' 22" W. along the Easterly right-of-way of State Highway No. 28 to a point on the Westerly boundary of Section 9;

Thence N. 0 degrees 35' 44" E., 425.51 feet along said boundary;

Thence S. 89 degrees 20' 08" E., 1335.54 feet to a point on the Easterly boundary of the W1/2SW1/4 of Section 9;

Thence S. 0 degrees 31' 45" W., 1749.60 feet along said Easterly boundary to a point on the South boundary of Section 9;

Thence N. 89 degrees 20' 08" W., 1095.25 feet to the real point of beginning.

NOTICE OF REAL ESTATE
CONTRACT

Together with a common easement for Grantor and Grantee for vehicular ingress and egress to the above-described property and to property retained by the seller lying adjacent to said property, over property described as follows:

A parcel of land located in the W1/2NW1/4, Section 9, T. 18 N., R. 24 E., B.M., Lemhi County, Idaho, more specifically described as follows:

Commencing at the Northwest Section corner of said Section 9, a distance of 1863.67 feet on a bearing of S. 0 degrees 35' 44" W., along the west boundary of Section 9 the real point of beginning.

Thence S. 0 degrees 35' 44" W., 17.85 feet;

Thence N. 74 Degrees 56' 57" E., 30.00 feet;

Thence N. 0 degrees 35' 44" E., 17.85 feet;

Thence S. 74 degrees 56' 57" W., 30.00 feet to the real point beginning.

State of Idaho
County of Lemhi

220832

This instrument was presented for record as
the request of *American Land Title*
at 2:47 p.m. on *Dec 2 1933*
and duly filed and entered in the
records of Lemhi County, Idaho.

By *James H. Thompson*
Recorder
Fees *15.00*

NOTICE OF REAL ESTATE
CONTRACT

2

DATED this 9th day of November, 1993.

SELLERS:

Chester F. McCullough by Judith J. McCullough
as his Attorney-in-Fact

CHESTER F. MCCULLOUGH, by
Judith J. McCullough, his attorney in
fact

Judith J. McCullough
JUDITH J. MCCULLOUGH

BUYERS:

Albert Trail
ALBERT TRAIL

Venita R. Trail
VENITA R. TRAIL

Mark Trail
MARK TRAIL

Ronnie Trail
RONNIE TRAIL

STATE OF ~~IDAHO~~ OREGON)
County of Multnomah) ss

On this 9th day of November, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared ~~CHESTER F. MCCULLOUGH~~ and JUDITH J. MCCULLOUGH, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they

FORM No. 150—ACKNOWLEDGMENT BY ATTORNEY-IN-FACT

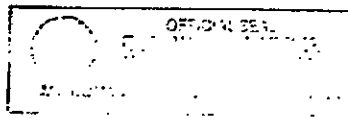
STATE OF OREGON,)
County of Multnomah) ss.

On this the 9th day of November, 1993 personally appeared Judith J. McCullough who, being duly sworn (or affirmed), did say that she is the attorney in fact for Chester F. McCullough and that she executed the foregoing instrument by authority of and in behalf of said principal; and she acknowledged said instrument to be the act and deed of said principal.

Before me:

[Signature]
(Signature)

Notary for the State of Oregon
(Title of Officer)



STATE OF IDAHO)
) ss
County of BLAINE)

On this 26th day of November, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared ALBERT TRAIL and VENITA R. TRAIL, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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

My com exprs: My Commission Expires Jan. 31, 1995

[Signature]
Notary Public in and for the
State of Idaho, residing at
BLAINE, ID therein

STATE OF IDAHO)
) ss.
County of BLAINE)

On this 26th day of November, 1993, before me personally appeared MARK TRAIL and RONNIE TRAIL, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

My com exprs: My Commission Expires Jan. 31, 1995

[Signature]
NOTARY PUBLIC in and for the
State of IDAHO, residing at
BLAINE, ID therein

NOTICE OF REAL ESTATE
CONTRACT

SCHEDULE A CONTINUED

THE WEST HALF OF THE WEST
EIGHTEEN (18) NORTH, R. 24
COUNTY, IDAHO.

EXCEPTING ALL OF SAID PARCEL
NO. 28.

ALSO EXCEPTING THEREFROM

A PARCEL OF LAND LOCATED
N. 24 E., B.M.,
DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST
CORNER OF 242.31 FEET
E. ALONG THE SOUTH
EASTLY RIGHT-OF-WAY
POINT OF BEGINNING.

DISTANCE OF 1346.36 FEET
W. ALONG THE EASTLY
A POINT ON THE WESTLY
THENCE N. 0 DEGREES

BOUNDARY;

THENCE S. 89 DEGREES
THE EASTLY BOUNDARY

THENCE S. 0 DEGREES
EASTLY BOUNDARY TO

9;

THENCE N. 89 DEGREES
POINT OF BEGINNING.

TOGETHER WITH A COMM
VEHICULAR INGRESS AN
AND TO PROPERTY RETA
PROPERTY, OVER PROPE

A PARCEL OF LAND LOCATED
N. 24 E., B.M.
DESCRIBED AS FOLLOWS

ASSIGNMENT OF INTEREST

The undersigned ALBERT TRAIL and VENITA R. TRAIL, husband and wife, do hereby jointly and severally convey to HENRY L. BOSWELL, JR. and MELYANDA L. BOSWELL, all of their right, title and interest in and to that certain real property located in Lemhi County, Idaho, as more fully described in Exhibit "A" attached hereto and made a part hereof by this instrument, together with all benefits and burdens of ownership including but not limited to the payment of that certain Second Prudential Note dated November 29, 1993 in the original principal amount of \$105,000.00 in favor of Chester F. and Judith J. McCullough (the "Note").

Dated:

1-9, 1995

Albert Trail
Albert Trail

Venita R. Trail
Venita R. Trail

Correlation on County from Blaine County
to Lemhi County. 1/11/95

Q. I. V. I. H. B. M. B.

ACCEPTANCE OF ASSIGNMENT

The undersigned HENRY L. BOSWELL, JR. and MELYANDA L. BOSWELL do hereby jointly and severally accept the foregoing assignment of interest and agree to fully assume all benefits and burdens in connection therewith, including but not limited full assumption of the liabilities under the Note.

Dated: 1-20, 1995

Henry L. Boswell, Jr.
Henry L. Boswell, Jr.

Melyanda L. Boswell
Melyanda L. Boswell

CONSENT TO ASSUMPTION AND RELEASE OF ASSIGNORS

The undersigned CHESTER F. MCCULLOUGH and JUDITH J. MCCULLOUGH, husband and wife, do hereby jointly and severally consent to the foregoing assignment of interest and to the formal assumption of all duties and liabilities together with benefits in connection with the Note and that certain Real Estate Contract dated November 9, 1993 between Chester F. McCullough and Judith J. McCullough as Sellers and Albert Trail and Venita R. Trail, husband and wife, and Mark Trail and Rosalie Trail, husband and wife, as buyers. As a part of said consent to assumption the undersigned, together with all assignees, successors in interest, and all others claiming by or through the undersigned, do hereby jointly and severally release ALBERT TRAIL and VENITA R. TRAIL from any and all liability and responsibility in connection therewith and agree to the complete transfer of liability from Albert and Venita R. Trail to Henry L. and Melyanda L. Boswell.

Dated:

2-5, 1995

Chester F. McCullough
Chester F. McCullough

Judith J. McCullough
Judith J. McCullough

22-7766

SCHEDULE A CONTINUED

THE WEST HALF OF THE WEST HALF OF SECTION NINE (9), TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWENTY-FOUR (24), E., B.M., LEMHI COUNTY, IDAHO.

EXCEPTING ALL OF SAID PORTION THAT LIES SOUTH OF STATE HIGHWAY NO. 28.

ALSO EXCEPTING THEREFROM:

A PARCEL OF LAND LOCATED IN THE W1/2SW1/4, SECTION 9, T. 18 N., R. 24 E., B.M., LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 9, A DISTANCE OF 242.31 FEET ON A BEARING OF S. 89 DEGREES 20' 08" E. ALONG THE SOUTH BOUNDARY OF SECTION 9 TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF STATE HIGHWAY NO. 28 AND THE REAL POINT OF BEGINNING. FROM THIS REAL POINT OF BEGINNING, A DISTANCE OF 1346.36 FEET ON A BEARING OF N. 9 DEGREES 46' 22" W. ALONG THE EASTERLY RIGHT-OF-WAY OF STATE HIGHWAY NO. 28 TO A POINT ON THE WESTERLY BOUNDARY OF SECTION 9;

THENCE N. 0 DEGREES 35' 44" E., 425.51 FEET ALONG SAID BOUNDARY;

THENCE S. 89 DEGREES 20' 08" E., 1335.54 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THE W1/2SW1/4 OF SECTION 9;

THENCE S. 0 DEGREES 31' 45" W., 1749.60 FEET ALONG SAID EASTERLY BOUNDARY TO A POINT ON THE SOUTH BOUNDARY OF SECTION 9;

THENCE N. 89 DEGREES 20' 08" W., 1095.25 FEET TO THE REAL POINT OF BEGINNING.

TOGETHER WITH A COMMON EASEMENT FOR GRANITOR AND GRANTEE FOR VEHICULAR INGRESS AND EGRESS TO THE ABOVE-DESCRIBED PROPERTY AND TO PROPERTY RETAINED BY THE SELLER LYING ADJACENT TO SAID PROPERTY, OVER PROPERTY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE W1/2NW1/4, SECTION 9, T. 18 N., R. 24 E., B.M., LEMHI COUNTY, IDAHO, MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST
A DISTANCE OF 1863.87 FEET
44" W., ALONG THE WEST BC
POINT OF BEGINNING.
THENCE S. 0 DEGREES 35' 44"
THENCE N. 74 DEGREES 56' 57"
THENCE N. 0 DEGREES 35' 44"
THENCE S. 74 DEGREES 56' 57"
OF BEGINNING.

WAI

THIS INDENTURE, made this 16
 between WKA E. Shuler, Deceased
 of Islebo Falls, County of Boone,
 the party of the first part and Islebo Falls, Inc.
Islebo Falls, Inc., County of Boone,
 the party of the second part.

WITNESSETH, that said party of the first
 part, for and in consideration of the sum of
 lawful money of the United States of America,
 to party of the first part in hand paid by the
 party of the second part, and by these presents
 granted, bargained, sold, and conveyed to the
 party of the second part, and to party of the second
 part real estate situated in Islebo Falls,
 State of Idaho, to-wit:

C-10 - See Exhibit

TOGETHER with all and singular the
 or in anywise appertaining, and the reversion
 and all estate, right, title and interest in and to the
 first part.

TO HAVE AND TO HOLD, all and sing
 appurtenances unto the party of the second part
 said party of the first part, and said party of
 forever defend the said premises in the quiet an
 of the second part's heirs and assigns, against th
 against all and every person and persons whom

In construing this deed and where the c
 AN WITNESS WHEREOF, the said par

E. Shuler, Deceased
E. Shuler, Deceased

STATE OF IDAHO,

County of Boone, Idaho

On this 16 day of April, 1968

No. 13 0034 060 00677

SCHEDULE A CONTINUED

COMMENCING AT THE NORTHWEST SECTION CORNER OF SAID SECTION 9,
 A DISTANCE OF 1863.67 FEET ON A BEARING OF S. 0 DEGREES 35'
 44" W., ALONG THE WEST BOUNDARY OF SECTION 9 THE REAL
 POINT OF BEGINNING.

THENCE S. 0 DEGREES 35' 44" W., 17.85 FEET;

THENCE N. 74 DEGREES 56' 57" E., 30.00 FEET;

THENCE N. 0 DEGREES 35' 44" E., 17.85 FEET;

THENCE S. 74 DEGREES 56' 57" W., 30.00 FEET TO THE REAL POINT
 OF BEGINNING.

County of Boone) ss NA 227766

This instrument was filed for record at the request of Islebo Falls, Inc.

Witness my hand and seal this 10-17-68 day of October A.D. 1968

County of Boone and I have caused it to be recorded in the records of said County

Attest: Islebo Falls, Inc. Deputy

Islebo Falls, Inc. Deputy

Islebo Falls, Inc. Deputy

Islebo Falls, Inc. Deputy

Islebo Falls, Inc. Deputy

Islebo Falls, Inc. Deputy

Instrument No. 22343

Hailey 06489

4-1006

THE UNITED STATES OF AMERICA,

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, a Certificate of the Register of the Land Office at Hailey, Idaho, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of EDITH M. WOOLDRIDGE, formerly EDITH M. ELWITT has been established and duly consummated, in conformity to law, for the

West half of the northwest quarter and the west half of the southwest quarter of Section nine in Township eighteen north of Range twenty-four east of the Boise Meridian, Idaho, containing one hundred sixty acres, according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General:

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said claimant the tract of Land above described; TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, Woodrow Wilson President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the TWENTY-EIGHTH day of FEBRUARY in the year of our Lord one thousand nine hundred and FOURTEEN and of the Independence of the United States the one hundred and THIRTY-EIGHTH.

SEAL

By the President: Woodrow Wilson
By M. P. LeRoy, Secretary,
L. Q. C. Lamar

Recorder of the General Land Office

RECORDED: Patent Number 389224

The southwest quarter of the southwest quarter of Section nine of the lands above described is subject to all rights under an application by the Gilmore and Pittsburgh Railroad Company, approved June 8, 1909, under the Act of March 3, 1875, being an application for right of way for railroad.

Recorded at the request of Joseph Proksch Oct. 20th, 1919, at -- minutes past 3 o'clock P. M., in Book 2 of Deeds page 166, Records of Lemhi County, Idaho.

BY

Deputy

County Recorder.

NOVEMBER 6, 2009

TO : IDWR

ATTN: MONICA

FROM: ANNETTE DASKALOS

RE: 74-1025B

I WONT SEND YA ANYTHING THING ELSE...

THANKS!

**PLEASE ADVISE
702 896-4465**

AUS808NP
(0D-26)IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIMS PROOF READING REPORT01/25/95 11:11:35
Page 1

Water Right Number - A74-010258

Prefix Translation: ADJUDICATION CLAIM

Old (D) Number -

+ - - - - Last Name - - - - +
*** C - CURRENT OWNER ***
CONY

VIRGINIA

1 - P.O. BOX 45
2 -
3 -
City- THNDY
Phone - 208-756-2856

State- ID Zip- 83468

*** O - ORIGINAL OWNER ***

MABSTRETTI

BARBARA

1 - P.O. BOX 43
2 -
3 - KITSALT, B.C.,
City- CANADA
Phone - 208-000-0000
1 - P.O. BOX 43
2 -
3 - KITSALT, B.C.,
City- CANADA
Phone - 208-000-0000

State- ID Zip- 0

MABSTRETTI

THEODORE R.

+ - - Priority Date - - +
04/01/1880+ - - - - Region - - - +
15 EASTERN+ - - - - Stage - - - +
D - DECREED

+ - - - - Status - - - +

+ - - - - Source - - - - +
LEWIS RIVER+ - - - - Tributary - - - - +
SALMON RIVER+ - - - - Point of Diversion - - - - +
Twn Rng Sec Tract Lot RFlg County Diversion Name

18N 24E 9 SW SW (59) LEWIS

+ - - - - Water Use - - - - +
Code Description Period From Period To Diversion Rate Diversion Volume

01 - IRRIGATION

03/15

11/15

1.460

+ - - Total Div. Rate - + - - Total Div. Volume - + - - Total Div. Capacity - + - - Total Consumptive Use - + - - KW Usage - +
1.460 0.0+ - - - - Place of Use - - - - +
Twn Rng Sec Tract Lot Acres Code Description County18N 24E 9 NW NW 8.0 01 IRRIGATION (59) LEWIS
18N 24E 9 SW NW 19.0 01 IRRIGATION (59) LEWIS
18N 24E 9 NW SW 16.0 01 IRRIGATION (59) LEWIS
18N 24E 9 SW SW 6.0 01 IRRIGATION (59) LEWIS

Total Acres: 49.0

+ - - Diversion Means -

+ - - Non-Irrigation Use -

COPY - 10

AUS808NP
(0D-26)IDaho DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIMS PROOF READING REPORT01/25/95 11:11:51
Page 2

Water right number - A74-01025B

Prefix Translation: ADJUDICATION CLAIM

+ - - Other Rights for Same Use - NONE

AC. FR. = 4A.8.
DIV. I-37.THIS CLAIM IS FOR ALL THE IRRIGATED ACRES LOCATED IN SECTION 9
WHICH WERE DECREED TO THE MASTRETTI'S IN THE LEWIS ADJUDICATION

A7401025

- Old Water Right Numbers -

- - - - - Conditions of Approval - - - - -
No Conditions of Approval found.

+ - - - - Decree Plaintiff - - - +

+ - - - - Decree Defendant - - - +

+ - Decree Date - +
00/00/0000

+ - - Audit Fields - 05/02/90 BAUMHOFF

- - - - - Comments - - - - -
No Comments Found

+ - - - - - Adjudication Rights Dates and Flags Area - - - - -

Court Report Filing	Field Inspection Made	Civil Case Number
Objection Filed Date - 00/00/0000	Field Inspection Flag -	Old Case Number -
Response Filed Date - 00/00/0000	Verified Date - 00/00/0000	Old Judicial District -
Claim Received Date - 05/01/1990	Last Amended Date - 00/00/0000	Temporary Right - P
Proof Due Date - 00/00/0000	Proof Made Date - 00/00/0000	Water District -
Licensed Date - 00/00/0000	Receipt Number - X939999	Federal/State Indicator - S
Claims Tape Error Flag -	POU Ownership Flag - Y	Presumption Flag -
Fee Exempt Flag -	Name Connector -	Notice of Error Flag -

39576

FVI

AD Rule 8.

AJ0749NP
No. A74-01025B

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

DATE: 01/21/99
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	SPIRO DASKALOS C ANNETTE DASKALOS 1853 BOGEY WAY HENDERSON NV 89014	04/01/1880	IRRIGATION	03-15 14-15	1.46 CFS	
					TOTAL DIVERSION:	1.46 CFS

Water Source: LENHI RIVER

Tributary to: SALMON RIVER

Stage: DECREED

Point(s) of Diversion:

T1BN R24E S09

SWS

LENHI County

Place of Use Legal Description for: IRRIGATION

NE	NW	SE	SW	TOTAL ACRES
T R S : Lt Ac Lt Ac Lt Ac Lt Ac	NEW NW NW SW NW SW NW	NEW NW NW SW NW SW NW	NEW NW NW SW NW SW NW	SUM
18N 24E 9 :	08 19 :	16 06 :		49.0
				49.0

POL County: LENHI

Other Rights: NONE

Remarks: GEN AC. 1RR. #48.8.

DIV. L-37.

THIS CLAIM IS FOR ALL THE IRRIGATED ACRES LOCATED IN SECTION 9
WHICH WERE DECREED TO THE MAESTRETTI'S IN THE LENHI ADJUDICATION
CHANGE OF OWNERSHIP 1-21-99 SVH

Dates: Exem Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:
Presumption Flag:

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

Renumbered A74-01025B

Ident. Number: ~~A74-01025A~~

Date Received: 5/01/1990

Receipt No: X999999

Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: VIRGINIA CORY
Address: P.O. BOX 45
TENDON, ID 83468 208-756-2856

2. Date of Priority: APR 01, 1880

3. Source: LEMHI RIVER Trib. to: SALMON RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
18N	24E	9	SW	SW			LEMHI

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	1.460		

7. Total Quantity Appropriated is:
1.460 C.F.S. (and/or) 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
18N	24E	9	NW	NW		IRR	8.0
			SW	NW		IRR	19.0
			NW	SW		IRR	16.0
			SW	SW		IRR	6.0

Section Acres 49.0

A74-01025A

Page 1

Date: 05/01/90

MICROFILMED

DEC 14 1992

10. Place of Use: Continued

Total Acres 49.0

11. Place of use in counties: LEMHI

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

13. Other Water Rights Used:
NONE

14. Remarks:

AC. IRR.=48.8.

DIV. L-37.

THIS CLAIM IS FOR ALL THE IRRIGATED ACRES LOCATED IN SECTION 9
WHICH WERE DECREED TO THE MAESTRETTI'S IN THE LEMHI ADJUDICATION

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date:

Decree Plaintiff

vs

Decree Defendant

A74-01025A

Page 2

Date: 05/01/90

MICROFILMED

DEC 14 1992

(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.

Nov 06 09 10:25a