

RECEIVED

SEP 11 2006

08/18/2006

NOTICE OF ERROR
REPLY

DEPARTMENT OF
WATER RESOURCES

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

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

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: September 22, 2006

Water right number: 79-12025

UNITED STATES OF AMERICA ACTING THROUGH
DOE-BONNEVILLE POWER ADMIN
LAND MGT SEC MMLC
PO BOX 3621
PORTLAND OR 97208-3621
Telephone Number: (503)230-3252

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

WE DON'T BELIEVE THAT WE EVER OWNED THE PROPERTY
IN QUESTION. SEE ENCLOSED DEEDS. POSSIBLY BLM?

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

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

(SEE #1.)

____ I AGREE with this proposed recommendation: no changes need to be made.

DATE: 9/1/06 SIGNATURE: Rebecca Hallgarth
Please print your name: REBECCA HALLGARTH

(503) 230-5509

IDWR Regional Office, 322 E Front St
PO Box 83720, Boise, ID 83720-0098, (208) 287-4800

113317

RECEIVED

SEP 11 2006

SPECIAL WARRANTY DEED

IN CONSIDERATION of SEVEN MILLION ONE HUNDRED THOUSAND DOLLARS (\$7,100,000), the receipt and sufficiency of which are hereby acknowledged, the undersigned

THE CONSERVATION FUND, a non-profit corporation organized and existing pursuant to the laws of the State of Maryland, of Suite 1120, 1800 North Kent Street, Arlington, Virginia 22209 ("Grantor"),

does hereby grant and convey to:

THE UNITED STATES OF AMERICA and its assigns ("Grantee"),

all of Grantor's right, title and interest in and to the real property and attached fixtures in the County of Lewis, State of Idaho, described on Exhibit A attached hereto and incorporated by reference (the "Property"), including:

1. All hereditaments, appurtenances and improvements to said Property;
2. All mineral and mineral rights underlying the Property which are owned by Grantor; and
3. All timber and timber rights associated with the Property which are owned by Grantor.

Grantor, for itself and its successors and assigns, expressly limits the covenants of this Deed to those herein expressed, and warrants and covenants to Grantee only that prior to the execution of this Deed, Grantor has not conveyed the above-described property, or any right, title, or interest therein, to any person other than the Grantee, and that the above-described property is free from encumbrances done, made or suffered by the Grantor or any person claiming under it.

The Property described herein is acquired by the United States acting through the Bonneville Power Administration, Department of Energy.

Dated this 30th day of March, 1992.

THE CONSERVATION FUND

By: [Signature]
Its: PRESIDENT

THE CONSERVATION FUND
STATE OF MARYLAND
COUNTY OF ARLINGTON
WITNESS:
[Signature]
Assistant Secretary

STATE OF VIRGINIA)
COUNTY OF ARLINGTON) ss:

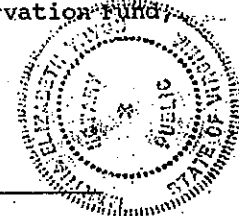
The foregoing instrument was acknowledged before me on March 30th, 1992, by Patrick F. Norton as President and Richard L. Edmund as Assistant Secretary of The Conservation Fund, a Maryland non-profit corporation.

Witness my hand and official seal.

My Commission expires:

ELIZABETH TRYON
NOTARY PUBLIC
Commonwealth of Virginia
My Comm. Exps. 3/31/95

[Signature]
Notary Public



SCANNED

SEP 11 2006

EXHIBIT "A"

Situate in Lewis County, State of Idaho, to-wit:

Township 31 North, Range 3 West of the Boise Meridian.

Section 2: SW $\frac{1}{4}$ NW $\frac{1}{4}$.
Section 3: S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, and NE $\frac{1}{4}$ SE $\frac{1}{4}$.
Section 10: SW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$.
Section 15: N $\frac{1}{2}$, SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$.
Section 22: Entire Section.
Section 23: SW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$.
Section 25: N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$.
Section 26: E $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$.
Section 27: Lot 2, E $\frac{1}{2}$ of Lot 3 and N $\frac{1}{2}$ NE $\frac{1}{4}$.

Township 32 North, Range 3 West of the Boise Meridian.

Section 3: W $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$.
Section 10: W $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$.
Section 15: S $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$.
Section 22: NW $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.
Section 26: SW $\frac{1}{4}$.
Section 27: W $\frac{1}{2}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$.
Section 34: W $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$.
Section 35: SW $\frac{1}{4}$.

113317

STATE OF IDAHO
COUNTY OF LEWIS
FILED FOR RECORD
ALL 10 O'CLOCK 4 M AT THE
REQUEST OF
LEWIS COUNTY ABSTRACT CO., LTD.

Cathy Larson
COUNTY CLERK
By Anne V. Crea
DEPUTY
FEE \$ 6.00

my Security Title
P.O. Box 398
Lewiston, Id. 83501

113318

RECEIVED

SEP 11 2006

QUIT CLAIM DEED

FOR A VALUABLE CONSIDERATION, the receipt and sufficiency of which is acknowledged, the undersigned,

DEPARTMENT OF
WATER RESOURCES

THE CONSERVATION FUND, a non-profit corporation organized and existing pursuant to the laws of the State of Maryland, of Suite 1120, 1800 North Kent Street, Arlington, Virginia 22209 ("Grantor")

hereby remises, releases, and quit claims unto

THE UNITED STATES OF AMERICA ("Grantee")
and its assigns

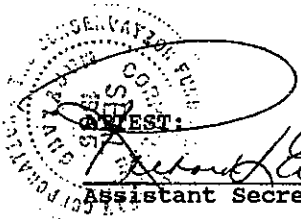
all of its right, title and interest in and to the water rights appurtenant to the real property located in the County of Lewis, State of Idaho, (the "Property"), described on Exhibit A attached hereto and incorporated herein. The property described herein is acquired by the United States acting through the Bonneville Power Administration, Department of Energy.

TO HAVE AND TO HOLD unto the Grantee, and Grantee's successors and assigns, forever.

DATED this 30th day of March, 1992.

THE CONSERVATION FUND

By: Patrick F. Noonan
Its: PRESIDENT


WITNESSETH:
Richard L. Erdmann
Assistant Secretary

STATE OF VIRGINIA)
COUNTY OF ARLINGTON) ss:

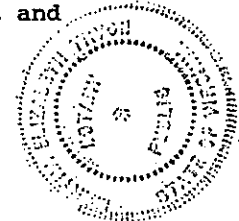
The foregoing instrument was acknowledged before me on March 30th, 1992, by Mr. Patrick F. Noonan as President and Mr. Richard L. Erdmann as Assistant Secretary of The Conservation Fund, a Maryland non-profit corporation.

Witness my hand and official seal.

My Commission expires:

ELIZABETH TRYON
NOTARY PUBLIC
Commonwealth of Virginia
My Comm. Exps. 3/31/95

M. Elizabeth Tryon
Notary Public



SCANNED

SEP 11 2006

EXHIBIT "A"

Situate in Lewis County, State of Idaho, to-wit:

Township 31 North, Range 3 West of the Boise Meridian.

Section 2: SW $\frac{1}{4}$ NW $\frac{1}{4}$.
Section 3: S $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{4}$ SW $\frac{1}{4}$, and NE $\frac{1}{4}$ SE $\frac{1}{4}$.
Section 10: SW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$.
Section 15: N $\frac{1}{4}$, SW $\frac{1}{4}$, N $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$.
Section 22: Entire Section.
Section 23: SW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$.
Section 25: N $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$.
Section 26: E $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{4}$ NW $\frac{1}{4}$.
Section 27: Lot 2, E $\frac{1}{2}$ of Lot 3 and N $\frac{1}{4}$ NE $\frac{1}{4}$.

Township 32 North, Range 3 West of the Boise Meridian.

Section 3: W $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$.
Section 10: W $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$.
Section 15: S $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$.
Section 22: NW $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.
Section 26: SW $\frac{1}{4}$.
Section 27: W $\frac{1}{2}$ SW $\frac{1}{4}$, E $\frac{1}{4}$ SE $\frac{1}{4}$.
Section 34: W $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{4}$ SE $\frac{1}{4}$.
Section 35: SW $\frac{1}{4}$.

113318

STATE OF IDAHO }
COUNTY OF LEWIS } ss.
FILED FOR RECORD APR 2 1992
AT 11:30 O'CLOCK A M AT THE
REQUEST OF
LEWIS COUNTY ABSTRACT CO., LTD.

Cathy Larson
COUNTY RECORDER
Anne V. Crea
DEPUTY

FEES \$ 6.00

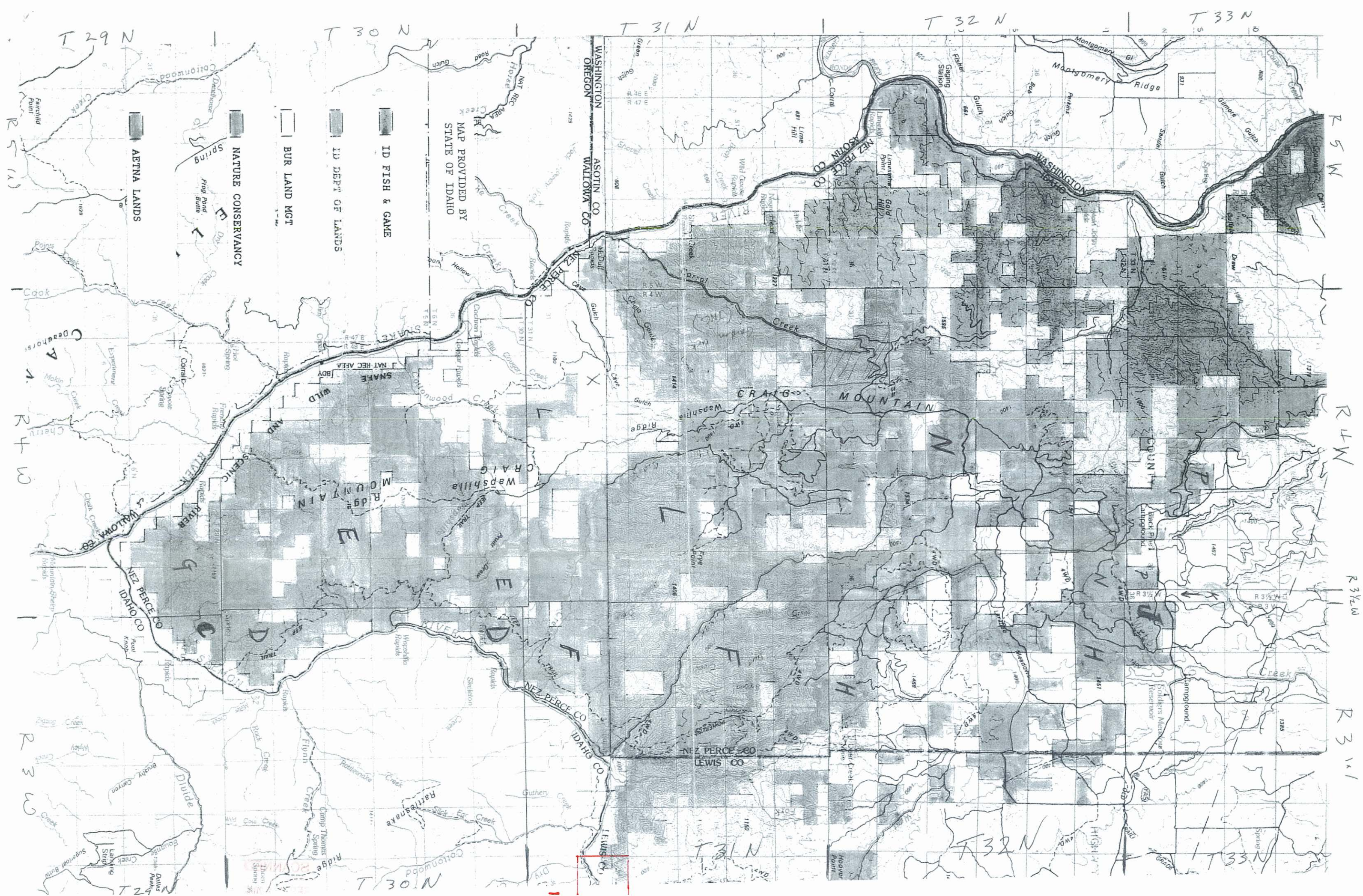
Security Title

*P.O. Box 398
Lewiston, Id.*

83501

2- SCANNED

SEP 11 2006



AMERICAN LAND TITLE ASSOCIATION

U.S. POLICY — 1963

13 0021 05 000004

Policy No. 35352

Amount \$

Issued by

SECURITY UNION TITLE INSURANCE COMPANY

a California corporation, herein called the Company,
for a valuable consideration paid for this Policy
of Title Insurance does hereby insure

THE UNITED STATES OF AMERICA

hereinafter called the Insured, against loss or damage not exceeding Seven million one
hundred thousand-----

together with costs and expenses which the Company may become obligated to pay as provided in the Conditions
and Stipulations hereof, which the Insured shall sustain by reason of: Dollars,

any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land
described or referred to in Schedule A, existing at the date hereof, not shown or referred to in Schedule B,
or excluded from coverage by the General Exceptions;

all subject, however, to the provisions of Schedule A and B and to the General Exceptions and to the Conditions and
Stipulations hereto annexed; all as of the 18th day of March, 1992,
the effective date of this policy.

Issued by:
**SECURITY TITLE COMPANY
OF IDAHO**
1314 Idaho St. - P. O. Box 398
Lewiston, ID 83501 - (208) 743-8541
Fax No. (208) 746-0058

Richard C. Selom
Authorized Signature

SECURITY UNION TITLE INSURANCE COMPANY

By:

Richard L. Polla
President



By:

Richard M. Leann
Secretary

CONDITIONS AND STIPULATIONS

Notice of Actions

1. If any action or proceeding shall be begun or defense asserted which may result in an adverse judgment or decree resulting in a loss for which this Company is liable under this policy, notice in writing of such action or proceeding or defense shall be given by the Attorney General to this Company within 90 days after notice of such action or proceeding or defense has been received by the Attorney General; and upon failure to give such notice then all liability of this Company with respect to the defect, claim, lien or encumbrance asserted or enforced in such action or proceeding shall terminate. Failure to give notice, however, shall not prejudice the rights of the party insured, (1) if the party insured shall not be a party to such action or proceeding, or (2) if such party, being a party to such action or proceeding, be neither served with summons therein nor have actual notice of such action or proceeding, or (3) if this Company shall not be prejudiced by failure of the Attorney General to give such notice.

Notice of Writs

2. In case knowledge shall come to the Attorney General of the issuance or service of any writ of execution, attachment or other process to enforce any judgment, order or decree adversely affecting the title, estate or interest, insured said party shall notify this Company thereof in writing within 90 days from the date of such knowledge; and upon a failure to do so, then all liability of this Company in consequence of such judgment, order or decree or matter thereby adjudicated shall terminate unless this Company shall not be prejudiced by reason of such failure to notify.

Defense of Claims

3. This Company agrees, but only at the election and request of the Attorney General of the United States, to defend at its own cost and expense the title, estate or interest hereby insured in all actions or other proceedings which are founded upon or in which it is asserted by way of defense, a defect, claim, lien or encumbrance against which this policy insures, provided, however, that the request to defend is given within sufficient time to permit the Company to answer or otherwise participate in the proceeding. If any action or proceeding shall be begun or defense be asserted in any action or proceeding affecting or relating to the title, estate or interest hereby insured and 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 such proceeding and in prosecuting appeals.

If the Attorney General shall fail to request and permit the Company to defend, then all liability of the Company with respect to the defect, claim, lien or encumbrance asserted in such action or proceeding shall terminate; provided, however, that if the Attorney General shall give the Company timely notice of all proceedings and an opportunity to suggest such defenses and actions as it shall conceive should be taken and the Attorney General shall present the de-

fenses and take the actions of which the Company shall advise him in writing, then the liability of the Company shall continue; but in any event the Company shall permit the Attorney General without cost or expense to use the information and facilities of the Company for all purposes which he thinks necessary or incidental to the defending of any such action or proceeding or any claim asserted by way of defense therein and to the prosecuting of an appeal.

Compromise of Adverse Claims

4. Any compromise, settlement or discharge by the United States or its duly authorized representative of an adverse claim, without the consent of this Company shall bar any claim against the Company hereunder. Provided, however, that the Attorney General may at his election submit to the issuing company for approval or disapproval any proposed compromise, settlement or discharge of any adverse claim and in the event of the consent of the issuing company to the proposed compromise, settlement or discharge it shall be liable for the payment of the full amount paid.

Statement of Loss

5. A statement in writing of any loss or damage sustained by the party insured, and for which it is claimed this Company is liable under this policy, shall be furnished by the Attorney General to this Company within 90 days after said party has notice of such loss or damage and no right of action shall accrue under this policy until 30 days after such statement shall have been furnished. No recovery shall be had under this policy unless suit be brought thereon within one year after said period of 30 days. Failure to furnish such statement of loss or to bring such suit within the times specified shall not affect the Company's liability under this policy unless this Company has been prejudiced by reason of such failure to furnish a statement of loss or to bring such suit.

Policy Reduced by Payments of Loss

6. All payments of loss under this policy shall reduce the amount of this policy pro tanto.

Amendment of Policy

7. No provision or condition of this policy can be waived or changed except by writing endorsed hereon or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

Notices, Where Sent

8. All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at the office which issued this policy or to:

SECURITY UNION TITLE INSURANCE COMPANY
P.O. Box 2233
Los Angeles, CA 90051

U.S. OWNERS

SCHEDULE A

1 OFFICE FILE NUMBER	2 POLICY NUMBER	3 DATE OF POLICY	4 AMOUNT OF INSURANCE	5 PREMIUM
35352	13 0021 05 000004	March 18, 1992	7,100,000.00	14,300.00

1. The estate or interest in the land described or referred to in this schedule covered by this policy is:

FEE SIMPLE

2. Title to the estate or interest covered by this policy at the date hereof is vested in:

THE NATURE CONSERVANCY, a District of Columbia non-profit corporation, AS TO PARCELS Q AND R.

AETNA LIFE INSURANCE COMPANY, AS TO THE REMAINDER.

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

For the description of lands in Nez Perce County and Schedule B Exceptions, see Division A.

For the description of lands in Lewis County and Schedule B Exceptions, see Division B.

DIVISION "A"

The land referred to in this Division is in Nez Perce County, State of Idaho and Schedule B exceptions relative thereto follow: (For land in Lewis County see Division B)

SCHEDULE B

Policy No. 13 0021 05 000004
Order No. 35352

This policy does not insure against loss or damage by reason of the following:

1. Current and delinquent taxes and assessments as follows:

AS TO ALL PARCELS EXCEPT R

General taxes for the year 1991, which are a lien, of which the first half is paid and the second half is due and payable on or before June 20, 1992, and not delinquent until after said date.

AS TO ALL THE PARCELS

General taxes for the year 1992, which are now a lien, but not yet due or payable.

2. (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.

2(b) Grazing lease dated February 15, 1983, by and between MADELINE WALTER, a single woman, MADELINE WALTER, as Trustee under the Trust created in the will of Marie Howard, deceased, for the benefit of Nelson Howard and Dallas Howard, and RICHARD L. HOWELL, the duly appointed personal representative of the Estate of Howard Nelson, deceased, as Lessors, and HAROLD N. HEITSTUMAN and LOIS HEITSTUMAN, husband and wife, as Lessees, recorded March 17, 1983, as Instrument No. 463006 records of Nez Perce County, Idaho.

Agreement of Grazing Lease recorded as Instrument No. 470806 on November 14, 1983, records of Nez Perce County, Idaho, assigning all right, title and interest of Instrument No. 463006 to William J. Pendola, Sr., William J. Pendola, Jr., Thomas E. Nevis and Samuel A. Nevis.

3. Reservations in Warranty Deeds recorded November 14, 1983 as Instrument No. 470801, 470802, 470803, 470804, 470805, records of Nez Perce County, Idaho, set out as follows:

"Reserving unto grantors and each of them, their respective heirs, beneficiaries, successors and assigns, non-exclusive rights of way, access, and easements for ingress and egress and for all other purposes for the use and benefit of all real property of grantors, or either of them, which is adjacent to or surrounded by the real property conveyed by these deeds and for any such real property hereafter acquired by grantors or either of them."

Continued on Next page

4. Reservations in Warranty Deeds recorded November 14, 1983 as Instrument No. 470801, 470802, 470803, 470804, 470805, records of Nez Perce County, Idaho, set out as follows:

"Reserving unto grantors, and each of them, their respective heirs, beneficiaries, successors and assigns, in conjunction with Grantees, the non-exclusive rights and privileges granted by that certain right of way agreement dated September 12, 1955, recorded September 15, 1955, under Instrument No. 248720, records of Nez Perce County, Idaho.

5. Lack of a right of access to and from the land. This exception applies to Lots 3,4,5 and 12 and the Northwest Quarter of the Southwest Quarter in Section 3, Township 30 North, Range 4 WBM and Section 4, Township 30 North, Range 4 WBM, described herein as a part of Parcel E and Lot 4, Section 2, Township 30 North, Range 4 WBM, described in Parcel R.

AS TO PARCEL J:

6. Rights of the Lewiston Orchards Irrigation System to obtain, divert, canal, and store waters, as evidenced by their existing operations, together with the right of entry to maintain, build and repair the same.

AS TO PARCEL D:

7. Right of Way as to Section 5, 6, 7, and 18, as disclosed by Declaration of Taking recorded January 6, 1967, as Instrument No. 321363, records of Nez Perce County, Idaho.

8. Right of Way Easement to Washington Water Power, recorded December 1, 1959, as Instrument No. 273682, records of Nez Perce County, Idaho, which affects Section 6, 7, 18, 19, 30, 31 and 32 as described in said Parcel D.

9. Right of Way for ingress and egress from Eagle Creek Road and from Wapshilla Road over and along power line road as it now exists and also subject to terms and conditions contained therein in Warranty Deed dated August 12, 1971, recorded November 24, 1982, as Instrument No. 460003, records of Nez Perce County, Idaho.

Continued on Next page

Order No. 35352

10. Any claim of the United States of America arising from the difference in the mean high water line of the Salmon River and the meander line as shown by the Government Survey.

11. The shift or change in the course of the Salmon River.

AS TO PARCEL E:

12. Plat for right of way, which is 50 feet wide for Wapshilla Road, recorded January 30, 1970, as Instrument No. 342182, records of Nez Perce County, Idaho, which affects Section 2.

13. Washington Water Power Easement recorded December 1, 1959, as Instrument No. 273682, records of Nez Perce County, Idaho, which affects Sections 12, 13, 24 and 25.

14. Any claim of the United States of America arising from the difference in the mean high water line of the Snake River and the meander line as shown by the Government Survey.

15. The shift or change in the course of the Snake River.

AS TO PARCEL F:

16. Rights of access and the terms and conditions contained therein for 99 years as granted to John D. Edwards and Dorothy M. Edwards as disclosed by Timber Agreement, Supplemental Agreements and Timber Deed recorded as Instrument Nos. 253251, 253252 and 253253 on July 23, 1956, records of Nez Perce County, Idaho, which affects Parcel 2.

17. Right of Way and Road Use Agreement by Nelson Howard, Madeline Walter, and U.S. Department of Interior, as disclosed by Instrument dated June 8, 1967, recorded August 4, 1967, as Instrument No. 325357, records of Nez Perce County, Idaho, which affects Parcel 2.

18. Easement to Washington Water Power Company, recorded as Instrument No. 263827, records of Nez Perce County, Idaho, which affects Parcel 2.

19. Easement to Washington Water Power Company, recorded as Instrument No. 273682, records of Nez Perce County, Idaho.

20. Right of Way Agreement to Washington Water Power Company, recorded as Instrument No. 268251, records of Nez Perce County, Idaho.

Continued on Next Page

ALTA U.S. Policy

21. A perpetual and assignable easement and right of way to locate, construct, operate, maintain and repair a roadway in, upon, over and across the above described land (as to Parcel F) located in Nez Perce County, Idaho, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right of way; subject, however, to existing easements for public roads and highways, public utilities, railroads, and pipelines; reserving, however, to the landowners, their heirs, executors, administrators, and assigns the right to use the surface of said land as access to their adjoining land; as disclosed by Judgment on Declaration of Taking, dated January 5, 1967, recorded as Instrument No. 321363, on January 6, 1969, and Supplemental Judgment of Declaration of Taking, dated May 27, 1970 and recorded June 2, 1970, records of Nez Perce County, Idaho.

22. Any claim of the United States of America arising from the difference in the mean high water line of the Salmon River and the meander line as shown by the Government Survey.

23. The shift or change in the course of the Salmon River.

AS TO PARCEL G:

24. Any claim of the United States of America arising from the difference in the mean high water line of the Snake River and the meander line as shown by the Government Survey.

25. The shift or change in the course of the Snake River.

AS TO PARCEL H:

26. Right of Way Agreement dated September 12, 1955, recorded September 15, 1955, under Instrument No. 248720, records of Nez Perce County, Idaho, between Ross Howard and Marie Howard, husband and wife, and Madeline Walter, an unmarried woman, parties of the first part, and The Hallack and Howard Lumber Company, a corporation, under the laws of the State of Colorado, doing business in and authorized to do business in the State of Idaho, by virtue of full compliance with the laws thereof, party of the second part. Said right of way agreement recites (among other things) the following:

"It is agreed that this agreement shall cover any and all lands now owned or hereafter acquired during the existence of this agreement by either of the parties in Township 32 North, Range 3 W.B.M., and in Township 32 North, Range 4 W.B.M.; that this agreement shall be in full force and effect until the party of the second part, its successors or assigns, has completed its logging operations in the above mentioned Townships."

Continued on Next Page

ALTA U.S. Policy

Order No.: 35352

27. Reservation of a log hauling road as evidenced in deed recorded as Instrument No. 292415, records of Nez Perce County, Idaho.
28. Terms and conditions in Timber Deed dated October 6, 1955, recorded July 23, 1956, as Instrument No. 253253, records of Nez Perce County, Idaho.
29. Right of Way Agreement dated February 25, 1955, between John B. Luy and Viola R. Luy, husband and wife, and The Hallack and Howard Lumber Company, recorded March 12, 1955, as Instrument No. 245969, records of Nez Perce County, Idaho.
30. Right of Way pertaining to land in Sections 17, 19, and 20, Township 32 North, Range 3 W.B.M., dated June 23, 1953, between John B. Luy, also known as Boniface M. Luy, and Viola Luy, husband and wife, to Ross Howard and Marie Howard, husband and wife, and Madeline Walter, a single woman, recorded July 16, 1953, as Instrument No. 238093, records of Nez Perce County, Idaho.
31. The effect of Right of Way Easement granted by A.E. Larrabee and Ada M. Larrabee to Craig Mountain Lumber Company, dated May 20, 1949, recorded June 8, 1949, as Instrument No. 217645, records of Nez Perce County, Idaho, which affects Sections 17, 18, 19 and 20.
32. Easement to Washington Water Power Company, recorded as Instrument No. 273682, records of Nez Perce County, Idaho which affects Sections 31 and 32.
33. Right of Way and Road Use Agreement by Nelson Howard, Madeline Walter, and U.S. Department of Interior, as disclosed by Instrument No. 325357, dated June 8, 1967, recorded August 4, 1967, records of Nez Perce County, Idaho, which affects Lot 4, Sec. 30, part of the North Half of Section 31, and part of Sections 32 and 33.

Continued on Next Page

ALTA U.S. Policy

Order No.: 35352

AS TO PARCEL L:

34. A Perpetual and Assignable Easement and right of way to locate, construct, operate, maintain and repair a roadway in, upon, over and across the above described land as shown in Declaration of Taking in favor of the United States of America and against Nelson Howard, et al, recorded January 6, 1967, as Instrument No. 321363, records of Nez Perce County, Idaho. Supplemental Judgment recorded June 2, 1970 as Instrument No. 344342, records of Nez Perce County, Idaho.
35. Right of Way and Road Use Agreement by Nelson Howard, Madeline Walter, and U.S. Department of Interior, as disclosed by Instrument dated June 8, 1967, recorded August 4, 1967, as Instrument No. 325357, records of Nez Perce County, Idaho, as to Sections 2, 3, 10, 15, 21, 22, 26, 27 and 34.
36. Effect of Plat for right of way being 50 feet in width for C.A. Rose as recorded January 29, 1970, as Instrument No. 342160, records of Nez Perce County, Idaho, which affects Sections 4, 5, 8, and 9.
37. Road Easement as granted by Marie Howard and Madeline Walter to United States of America, dated July 13, 1962, recorded July 25, 1962, as Instrument No. 290144, records of Nez Perce County, Idaho, which affects Sections 3 and 4 only.
38. Plat for right of way which is 50 feet wide for Wapshilla Road, recorded January 30, 1970, as Instrument No. 342182, records of Nez Perce County, Idaho, which affects Sections 21, 9, 33 and 34.
39. A Perpetual and Assignable Easement and Right of Way to locate, construct, operate, maintain and repair a roadway in, upon, over, and across the following described land located in Nez Perce County, Idaho, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles, within the limits of the right of way; subject, however, to existing easements for public roads and highways, public utilities, railroads, and pipelines; reserving, however, to the landowners, their heirs, executors, administrators, and assigns, the right to use the surface of said land as access to their adjoining land, as disclosed by Judgment on Declaration of Taking, dated January 5, 1967, and Supplemental Judgment of Declaration of Taking, dated May 27, 1970, and recorded June 2, 1970, records of Nez Perce County, Idaho. Affects Sections 11 and 12.

Continued on Next Page

ALTA U.S. Policy

40. Easement from J.J. Eichenberger and Oma W. Eichenberger, husband and wife, to the Washington Water Power Co., recorded March 19, 1958, as Instrument No. 262726, records of Nez Perce County, Idaho, as follows:

"The right to erect, construct, reconstruct, inspect and maintain one two-pole type "H" electric transmission line ... and the right (but not the obligation) to remove weeds, brush and trees that may interfere with the construction, maintenance and operation of said transmission line."

Affects Southwest Quarter, Southwest Quarter, of Section 1.

41. Right of Way Agreement between Ross Howard and Marie Howard, his wife, and Madeline Walter, an unmarried woman, to The Hallack and Howard Lumber Company, a corporation as disclosed by Instrument No. 248720 in Book 8 of Misc. at Page 543, recorded September 15, 1955, in the records of Nez Perce County, Idaho.

42. Easement to Washington Water Power Company, recorded as Instrument No. 273682, records of Nez Perce County, Idaho, which affects Sections 2 and the West Half of Section 12, and Sections 13 and 24 and 25.

43. Agreement of Easement of Right of Way by and between Madeline Walter and Richard Lee Howell to Coeur D'Alene Leasing, Inc., recorded January 16, 1981, as Instrument No. 442665, records of Nez Perce County, Idaho, Assignment of Agreement of Easement recorded November 14, 1983 as Instrument No. 470807 which said easement affects portions of the Northwest Quarter of Section 33; North Half of Section 32, and South Half of Section 29; South Half of Section 30; West Half of Section 21, and East Half of Section 20, all in Township 32 North, Range 4 W.B.M.

44. Right of Way and Road Use Agreement by Nelson Howard, Madeline Walter, and U.S. Department of Interior, as disclosed by Instrument dated June 8, 1967, recorded August 4, 1967, as Instrument No. 325357, records of Nez Perce County, Idaho, which affects Sections 13, 23, 24, 25, 26 and 34.

45. A Perpetual and Assignable Easement and right of way to locate, construct, operate, maintain, and repair a roadway in, upon, over and across the above described land as shown in Declaration of Taking in favor of the United States of America and against Nelson Howard, et al, recorded January 6, 1967, as Instrument No. 321363, records of Nez Perce County, Idaho. Supplemental Judgment recorded June 2, 1970 as Instrument No. 344342, records of Nez Perce County, Idaho. Affects Sections 22, 26 and 27.

Continued on Next Page

Order No. 35352

46. Perpetual Roadway Easement granted to Ross Howard, et al, by instrument recorded June 16, 1942, in Book 164 of Deeds at page 269, as the Southeast Quarter of Section 22.

47. Effect of plat for right of way being 50 feet in width for C.A. Rose as recorded January 29, 1970, as Instrument No. 342160, records of Nez Perce County, Idaho, which affects Section 28 and 33.

AS TO PARCEL N:

48. Exclusive Road Easement by and between Samuel E. Nevis & Melinda L. Nevis, husband and wife; Thomas A. Nevis & Sandra L. Nevis, husband and wife; William J. Pendola, Sr. & William J. Pendola, Jr., each an undivided interest, as tenants in common to the United States of America, recorded February 20, 1987 as Instrument No. 508295, records of Nez Perce County, Idaho.

49. The interest of the United States of America in and to that certain strip of land disclosed by Quitclaim Deed dated October 7, 1987 from Potlatch Corporation to the United States of America, recorded August 23, 1989 as Instrument No. 515631 of Official Records.

AS TO PARCEL P:

50. Easement to Washington Water Power Company, recorded as Instrument No. 273682, records of Nez Perce County, Idaho, which affects Sections 26 and 35.

51. Agreement for the Sale and Purchase of an Easement of Right of Way by and between The Aetna Life Insurance Company, as sellers and Leroy Howell and Katherine M. Howell, husband and wife, as buyers, recorded November 20, 1989 as Instrument No. 536100, records of Nez Perce County, Idaho.

Said Agreement was assigned by Assignment of Timber sale Agreement and Agreements of Easements by and between Leroy Howell and Katherine M. Howell, to Redwood U.S.A., Inc. recorded August 30, 1991 as Instrument No. 553748, records of Nez Perce County, Idaho.

AFFECTS PROPERTY LOCATED IN TOWNSHIP 32, RANGE 4 WEST OF THE BOISE MERIDIAN.

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ALTA U.S. Policy

Order No. 35352

AS TO PARCEL R:

52. A mortgage to secure an indebtedness as shown below, and any other obligations secured thereby

Amount: \$500,000.00

Dated: December 16, 1991

Mortgagor: The Nature Conservancy

Mortgagee: The Charles W. Noble Family Trust

Recorded: December 18, 1991

Instrument No.: 556800

AFFECTS PARCEL R AND OTHER PROPERTY.

Continued on Next Page

ALTA U.S. Policy

EXHIBIT "A"

SITUATE IN THE COUNTY OF NEZ PERCE, STATE OF IDAHO, TO-WIT:

PARCEL C:

Township 29 North, Range 3 West of the Boise Meridian:

Section 6: Lots 1, 2, 3, 4, 5, 9 and 10; SE½NW¼, E½SW¼,
and NW¼SE¼

Section 7: Lot 3

PARCEL D:

Township 30 North, Range 3 West of the Boise Meridian:

Section 5: Lots 3 and 4

Section 6: Lots 1, 2, 3, 4, 8, 9; SE½NW¼, SW¼NE½, NW¼SE¼
and E½SW¼

Section 7: Lots 3, 4, 9, 10, and NE½NW¼

Section 18: Lots 3, 6, 7, 8, and 9

Section 19: Lots 3, 4, 9, 10 and E½SW¼

Section 29: SW¼SW¼

Section 30: Lots 3, 4; W¼NE½, E½NW¼, E½SW¼ and SE¼

Section 31: Lots 2, 3, 4; E½W¼ and E¼

Section 32: NW¼SW¼ and NW¼ EXCEPT NE½NW¼NE½NW¼ and NW¼NE½NE½NW¼

EXHIBIT "A" (Continued)

PARCEL E:

Township 30 North, Range 4 West of the Boise Meridian:

- Section 1: Lots 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, SW% and W%SE%
- Section 2: Lots 1, 2, 5, 6, 7, 8, 9, 10, 11, 12, and S%
- Section 3: Lots 3, 4, 5, 9, 12, NW%SW%, SE%SW%, SW%SE% and E%SE%
- Section 4: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, NE%SW%, and N%SE%
- Section 9: E%NE%, E%SW% and SE%
- Section 10: All of Section 10
- Section 11: All of Section 11
- Section 12: W%NE%, NW%, NE%SW%, S%SW%, and SE%
- Section 13: All of Section 13
- Section 14: S%NE%, NW%, N%SW% and SE%
- Section 15: NW%, S%SW%, SW%SE%, and NW%SW%
- Section 17: E%W%, W%E%, and E%SE%
- Section 20: Lots 1, 2, 3, SE%NW%, S%NE%, and SE%
- Section 21: Lots 2, 3, 4, S%NW%, SW%NE%, SW%, and W%SE%
- Section 22: Lots 1 and 2, S%NE%, and S%
- Section 23: All of Section 23
- Section 24: All of Section 24
- Section 25: N%, N%SE%, and SE%SE%
- Section 26: N%NE%, W%, W%SE%, and SE%SE%

EXHIBIT "A" (Continued)

PARCEL E: (continued)

Section 27: N%, SW%, W%SE%, and SE%SE%

Section 28: E%W%, SE%NE%, E%SE%, and W%E%

Section 33: NE%

Section 34: N%, N%S%, and SE%SE%

Section 35: NE%, NW%NW%, SE%NW%, and S%

PARCEL F:

Township 31 North, Range 3 West of the Boise Meridian:

Parcel 1:

Section 4: SW%SW% and SW%SE%

Section 5: E%SW% and SE%

Section 6: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, and 17.

Section 7: Lots 10, 11 and SW%SE%

Section 8: W%W% and NE%NW%

Section 9: E%

Section 16: E%NE%

Section 18: Lots 1, 2, 3, 5, 6, N%NE%, SW%NE%, SW%SE%

Section 19: Lots 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12; W%NE%, and SE%

Section 20: W%SW%

Section 21: S%SE%

Section 28: N%NE%

Section 29: W%, W%E%

Section 30: Lots 1, 2, 3, 4; E%W%, NE%, NW%SE%, and S%SE%

Section 31: Lots 1 and 3, NE%NW%, E%SW%, and E%

Section 32: W%, W%NE%, and NW%SE%

EXHIBIT "A" (Continued)

PARCEL F: (continued)

Parcel 2:

- Section 4: Government Lots 4, 5, 12, 13, 14, 15, N%SW%, SE%SW%, and NW%SE%; EXCEPTING from all the Bonanza Lode, Giant Lode Deposit No. 1 Lode and Paris Lode Mining Claims.
- Section 5: Government Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and W%SW%
- Section 6: Government Lots 10, 18, 19 and SE%
- Section 7: Government Lots 1, 2, 5, 6, 7, 8, 12, NE%, NW%SE% and SE%SE%
- Section 8: SE%NW%, S%NE%, E%SW%, and SE%
- Section 9: NE%NW%, S%NW%, and SW%
- Section 17: All of Section 17.
- Section 18: Government Lot 7, SE%NE%, N%SE%, and SE%SE%; EXCEPT the Evening Star Lode Mining Claim
- Section 19: E%NE%
- Section 20: N%N%, SW%NW%, SE%NE%, and E%SE%
- Section 21: N%, SW%, N%SE%
- Section 28: Government Lots 1, 2, 3, NW%, SW%NE%, N%SW%

Parcel 3:

- Section 29: E%NE%, NE%SE%

PARCEL G:

Township 29 North, Range 4 West of the Boise Meridian:

- Section 1: All of Section 1
- Section 2: Lots 1, 2, 3, 4; S%NE%, and S%
- Section 3: Lot 1, and NE%SE%
- Section 11: N%NW%, SE%NW%, NE%, and N%SE%
- Section 12: N%NE% and NW%

EXHIBIT "A" (Continued)

PARCEL H:

Township 32 North, Range 3 West of the Boise Meridian:

Parcel 1:

- Section 4: Lots 3, 4, S½N½, and E½SE½
- Section 5: W½SW½, E½SW½, Lots 3 and 4; S½NW½
- Section 6: Lots 1, 2, 4, 5, 6, 7; SE½NW½, S½NE½, and SE½SW½
- Section 7: Lots 1, 2, 3, 4; E½NW½, NE½SW½, SE½, SE½SW½
- Section 8: SW½NE½, and W½SE½
- Section 9: E½NE½, S½NW½, N½SW½, and SW½SW½
- Section 21: W½NE½, SW½, SW½SE½
- Section 28: W½NE½
- Section 29: W½
- Section 30: Lots 3, 4, E½SW½ and SE½
- Section 31: All of Section 31
- Section 32: N½, and SE½
- Section 33: S½NW½, and N½SW½

Parcel 2:

- Section 6: SE½, NE½SW½, Lot 3 EXCEPT beginning at the Northwest corner of said Lot 3, thence South along the West line of said Lot 3 a distance of 660 feet to a point, thence East 400 feet more or less to the East bank of Webb Creek, thence in a Northerly direction on and along the East bank of Webb Creek to a point on the North line of Lot 3, thence West on and along the North line of Lot 3 a distance of 314 feet more or less to the place of beginning.
- Section 17: NW½SW½
- Section 18: NE½, SE½, E½SW½, and NE½NW½
- Section 19: N½
- Section 20: NW½NW½
- Section 33: SW½SW½

EXHIBIT "A" (Continued)

PARCEL J:

Township 33 North, Range 3 West of the Boise Meridian:

Section 31: Lots 2, 3, 4; S½N½E½NW½, SE½NW½, E½SW½, S½NE½ and SE½

Section 32: Lot 4, W½NW½, and NW½SW½, EXCEPT that portion heretofore conveyed to F. D. Warner by Instrument recorded in Book 84 of Deeds at page 14 on September 14, 1905.

PARCEL K:

Township 33 North, Range 3½ West of the Boise Meridian:

Section 36: Lots 3 and 4

PARCEL L:

Township 31 North, Range 4 West of the Boise Meridian:

Section 1: Lots 1, 2, 3; S½NE½, SE½NW½, E½SW½, SE½, and W½SW½

Section 2: Lot 4, SW½NW½, N½SW½

Section 3: Lot 1, SE½NE½, and SE½

Section 4: Lots 1, 2, 4; S½NE½, SW½NW½, SW½SW½ and E½SW½

Section 5: Lots 1, SE½NE½ and E½SE½

Section 8: NE½SE½

Section 9: NW½NW½, W½SW½, and SE½SW½

Section 10: N½N½, SW½NE½, SE½NW½, NE½SW½, and SE½

Section 11: SW½, SW½SE½, S½NE½, N½SE½, SE½SE½

Section 12: NE½NE½, W½NE½, E½NW½, W½NW½, SW½ W½SE½, SE½SE½

Section 13: S½NW½, SW½SW½, Lots 2, 3, 4, SW½NE½, N½SW½, SE½SW½, and NW½SE½

Section 14: Lot 1, SE½NE½, S½ and N½NW½

Section 15: E½E½, NW½NE½, SW½SE½ and W½

EXHIBIT "A" (Continued)

PARCEL L: (continued)

- Section 21: E%NE%
- Section 22: All of Section 22
- Section 23: All of Section 23
- Section 24: All of Section 24
- Section 25: All of Section 25
- Section 26: All of Section 26
- Section 27: E%
- Section 32: N%NE%
- Section 33: W%NW%, SW%, and NW%SE%
- Section 34: W%NE%, and N%SE%
- Section 35: E%NE%, N%SW%, SE%SW%, and SE%
- Section 36: N%NE%

EXHIBIT "A" (Continued)

PARCEL N:

Township 32 North, Range 4 West of the Boise Meridian:

Parcel 1:

Section 1: Lots 1, 2, 3, 4, 5, 6, 7, SW~~1~~NE~~1~~, S~~1~~NW~~1~~, SW~~1~~, and W~~1~~SE~~1~~

Section 2: Lots 1, 2, 3, 4, and S~~1~~N~~1~~, E~~1~~SW~~1~~ SE~~1~~

Section 3: Lots 1 and 2, S~~1~~NE~~1~~, and SE~~1~~

Section 4: SE~~1~~SW~~1~~, and SW~~1~~SE~~1~~

Section 8: SE~~1~~NE~~1~~, SW~~1~~SE~~1~~, and E~~1~~SE~~1~~

Section 9: NE~~1~~NE~~1~~, S~~1~~NE~~1~~, W~~1~~, SE~~1~~

Section 10: All of Section 10

Section 11: NW~~1~~, S~~1~~SW~~1~~, except SW~~1~~SW~~1~~SW~~1~~; E~~1~~SE~~1~~, and N~~1~~NE~~1~~

Section 12: Lot 1 and SW~~1~~

Section 13: SW~~1~~ Except that part of the SW~~1~~ of Section 13 of Township 32 North, Range 4 West, B.M., Nez Perce County, Idaho, more particularly described as follows: Beginning at the Northwest corner of said SW~~1~~; thence Easterly along the North line of said SW~~1~~ a distance of 0.87 feet; thence South 0° 14' 05" West a distance of 173.16 feet to a point on the West line of said SW~~1~~; thence North 0° 03' 06" West along said West line a distance of 173.16 feet to the place of beginning.

Section 14: W~~1~~ Except That part of the SW~~1~~ of Section 14 of Township 32 North, Range 4 West, B.M., Nez Perce County, Idaho, more particularly described as follows: Beginning at the Northeast corner of said SW~~1~~; thence South 89° 55' 48" West a distance of 14.66 feet; thence South 0° 14' 05" West a distance of 2633.27 feet; thence South 89° 59' 01" East a distance of 20.53 feet to a point on the East line of said SW~~1~~; thence North 0° 06' 26" East along said East line a distance of 2633.27 feet to the true place of beginning.

Section 15: E~~1~~NE~~1~~, SW~~1~~NE~~1~~ and NW~~1~~

Section 17: E~~1~~NE~~1~~

Section 19: SE~~1~~SE~~1~~

Section 20: E~~1~~NW~~1~~, SW~~1~~ and E~~1~~

EXHIBIT "A" (Continued)

PARCEL N: (continued)

- Section 21: N%, N%SW%, SW%SW%, SE%SE%
- Section 22: W%, SE%
- Section 23: All of Section 23
- Section 24: W%
- Section 25: N%, N%SW%, SE%SW%, SE%
- Section 26: E%NW%, SW%NW%, SW%, and NE%
- Section 27: NW%NE%, S%N%, SE%, and NE%NE%
- Section 28: S%NE%, W%, W%SE%, and SE%SE%
- Section 29: N%, N%SW%, SE%SE%,
- Section 30: Lots 1, 6, 7, 8, 9, 10, 11, 12, and E% EXCEPT S%SE%
- Section 31: Lots 1, 2 and 3
- Section 32: Lot 1, E%NE% and NE%SE%
- Section 33: Lots 2, 3, and 4, N%, N%SW%
- Section 34: W%NW%, NE%SE%, Lot 1
- Section 35: Lot 4, NW%SW%
- Section 36: Lots 1, 2, 3, NW%NE%, NE%NW%

Parcel 2:

- Section 11: SE%NE%, SW%NE% Except SW%SW%SW%NE%

Parcel 3:

- Section 11: SW%SW%SW%NE%

Parcel 4:

- Section 11: SW%SW%SW%

Parcel 5:

- Section 24: NE%

EXHIBIT "A" (Continued)

PARCEL P:

Township 33 North, Range 4 West of the Boise Meridian:

Section 21: S½S½

Section 22: SW½SW½

Section 26: NW½SW½, S½SW½

Section 27: S½NE½, W½W½, SE½SW½, SE½

Section 34: N½N½, SE½NE½

Section 35: NE½NW½, W½W½, SE½SW½, and SE½ EXCEPT beginning at the Southeast corner of said Section 35, thence North along the section line between Sections 35 and 36, 545 feet, thence West 696 feet, thence North parallel to the East line of said Section 35, 375 feet, thence East 696 feet, thence South 375 feet to the point of beginning.

Section 36: SE½, and NE½ south of county road.

Section 35: Beginning at the Southeast corner of the SE½NE½, thence North a distance of 15 rods to the county road, thence Northwesterly along the county road to a point on the West line of said SE½NE½, 30 rods North of the Southwest corner thereof, thence South to Southwest corner of said SE½NE½, thence East to place of beginning.

PARCEL Q:

Township 31 North, Range 4 West of the Boise Meridian:

Section 8: NE½ 160 Acres

PARCEL R:

Township 31 North, Range 4 West of the Boise Meridian:

Section 28: NE½SW½, N½SE½, SE½SE½ 160 Acres

Section 33: E½NW½, NE½, S½SE½, NE½SE½ 360 Acres

Section 34: S½NW½, SW½, S½SE½ 360 Acres

Section 35: SW½SW½ 40 Acres

Township 30 North, Range 4 West of the Boise Meridian:

Section 2: Lot 4

DIVISION "B"

The land referred to in this Division is in Lewis County, State of Idaho and Schedule B exceptions relative thereto follow:
(For land in Nez Perce County see Division A)

U.S. OWNERS**SCHEDULE A**

1 OFFICE FILE NUMBER	2 POLICY NUMBER	3 DATE OF POLICY	4 AMOUNT OF INSURANCE	5 PREMIUM
5059	13 1818 05 206202	March 19, 1992, at 5:00 P.M.	\$446,000.00	\$1,483.50

1. The estate or interest in the land described or referred to in this schedule covered by this policy is:

A FEE.

2. Title to the estate or interest covered by this policy at the date hereof is vested in:

AETNA LIFE INSURANCE COMPANY

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

SITUATE IN LEWIS COUNTY, STATE OF IDAHO, TO-WIT:

PER EXHIBIT "A" ATTACHED.

EXHIBIT "A"

Situate in Lewis County, State of Idaho, to-wit:

Township 31 North, Range 3 West of the Boise Meridian.

- Section 2: SW $\frac{1}{4}$ NW $\frac{1}{4}$.
- Section 3: S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, and NE $\frac{1}{4}$ SE $\frac{1}{4}$.
- Section 10: SW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$.
- Section 15: N $\frac{1}{2}$, SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$.
- Section 22: Entire Section.
- Section 23: SW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$.
- Section 25: N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$.
- Section 26: E $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$.
- Section 27: Lot 2, E $\frac{1}{2}$ of Lot 3 and N $\frac{1}{2}$ NE $\frac{1}{4}$.

Township 32 North, Range 3 West of the Boise Meridian.

- Section 3: W $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$.
- Section 10: W $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$.
- Section 15: S $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$.
- Section 22: NW $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.
- Section 26: SW $\frac{1}{4}$.
- Section 27: W $\frac{1}{2}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$.
- Section 34: W $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$.
- Section 35: SW $\frac{1}{4}$.

SCHEDULE B

Policy No. 13 1818 05 206202
Order No. 5059

This policy does not insure against loss or damage by reason of the following:

1. Current and delinquent taxes and assessments as follows:

a) Property taxes, including any assessments collected with taxes, to be levied for the year 1992, which are a lien not yet payable.

b) Property taxes, including any personal property taxes and any assessments collected with taxes, for the year 1991, the first half of which have been PAID; the second half of which are due June 20, 1992.

2. Mineral rights, water rights, claims or title to minerals or water.

3. (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.

4. Lack of a right of ACCESS to and from the land. Right of access to and from the following land, is not established of record, and assurance of such right of access is excluded from coverage, *for the following:*

Township 32 North, Range 3 West B. M.

Sec. 3: West Half of the Southwest Quarter
Sec. 10: West Half of the Northwest Quarter
Sec. 22: Southeast Quarter, East Half of the Southwest Quarter
Sec. 27: East Half of the Southeast Quarter
Sec. 26: Southwest Quarter
Sec. 34: East Half of the Southeast Quarter
Sec. 35: Southwest Quarter

Township 31 North, Range 3 West B. M.

Sec. 10: All
Sec. 15: All
Sec. 22: All
Sec. 23: All
Sec. 25: All
Sec. 26: All
Sec. 27: All

5. An EASEMENT for the purpose shown below and rights incidental thereto as set forth in a document:

Granted to: Washington Water Power Company, a Corporation,
no representation is made as to the present ownership.

Purpose: Right-of-Way

Recorded: December 14, 1959, as Inst. No. 65422 in Book 43 of Deeds, at Page 71 of Official Records.

Affects: A portion of said land, reference is made to said document for full particulars.

SCHEDULE B - PAGE 2.
ORDER NO. 5059

6. An EASEMENT for the purpose shown below and rights incidental thereto as set forth in a document:

Granted to: William H. Bond,
no representation is made as to the present ownership.
Purpose: Right-of-Way
Recorded: September 17, 1979, as Inst. No. 87429 of
Official Records.
Affects: A portion of said land, reference is made to said document for full particulars.

7. An EASEMENT for the purpose shown below and rights incidental thereto as set forth in a document:

Granted to: Bonnie Bond,
no representation is made as to the present ownership.
Purpose: Right-of-Way
Recorded: October 2, 1979, as Inst. No. 87505 of
Official Records.
Affects: A portion of said land, reference is made to said document for full particulars.

8. Grazing Lease for the term therein provided with certain covenants, conditions and provisions:

Dated: February 15, 1983
Lessor: Madeline Walter, etal.
Lessee: Harold N. Heitstuman and wife.
Recorded: March 17, 1983, as Inst.No. 463006 of Nez Perce County Records.

9. Reservations in a Warranty Deed:

From: Richard Lee Howell, etal.
To: William J. Pendola, Sr., etal.
Recorded: November 15, 1983, as Inst. No. 93162 of Lewis County Records.
Affects: Reference is made to the original document for full particulars.

10. Rights of the State of Idaho in and to portions of the land, if any, lying in the bed or former bed of the Salmon River.

11. Any adverse claim based on the assertion that the location of the Salmon River has moved.

NOTE: While this policy does not insure minerals or title to minerals we found nothing in our examination to indicate minerals have been severed from the fee title.

(END SCHEDULE B)

GENERAL EXCEPTIONS

Governmental Powers

1. Because of limitations imposed by law on ownership and use of property, or which arise from governmental powers, this policy does not insure against: (a) consequences of the future exercise or enforcement or attempted exercise or enforcement of police power, bankruptcy power, or power of eminent domain, under any existing or future law or governmental regulation; (b) consequences of any law, ordinance or governmental regulation, now or hereafter in force (including building and zoning ordinances), limiting or regulating the use or enjoyment of the property, estate or interest described in Schedule A, or the character, size, use or location of any improvement now or hereafter erected on said property,

Matters Not of Record

2. The following matters which are not of record at the date of this policy are not insured against: (a) rights or claims of parties in possession not shown of record; (b) questions of

survey; (c) easements, claims of easement or mechanics' liens where no notice thereof appears of record; and (d) conveyances, agreements, defects, liens or encumbrances, if any, where no notice thereof appears of record; provided, however, the provisions of this subparagraph 2(d) shall not apply if title to said estate or interest is vested in the United States of America on the date hereof.

Matters Subsequent to Date of Policy

3. This policy does not insure against loss or damage by reason of defects, liens or encumbrances created subsequent to the date hereof.

Refusal to Purchase

4. This policy does not insure against loss or damage by reason of the refusal of any person to purchase, lease or lend money on the property, estate or interest described in Schedule A.

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: **A79-12025**
Date Received: 3/16/1989
Receipt No: C005871
Received By: _____

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name: THE UNITED STATES OF AMERICA 503-230-3252
Address: BONNEVILLE POWER ADMIN
LAND MANAGEMENT SECTION MMLC
PO BOX 3621
PORTLAND OR 97208-3621

2. Date of Priority: DEC 31, 1900

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

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
Beginning Point of Instream Flow							
31N	03W	25	NW	NE			LEWIS
Ending Point of Instream Flow							
31N	03W	25	NW	NE			LEWIS

5. Description of diverting works:
INSTREAM USE ONLY

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
STOCKWATER	01/01	12/31	0.230		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
STOCKWATER, 1,000 HEAD RANGE CATTLE

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Aug 10 1994

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
31N	03W	25	NW	NE		STOCK	

11. Place of use in counties: LEWIS

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

13. Other Water Rights Used:
NONE

14. Remarks:

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

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

State of Idaho)
County of _____) SS.

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

Notary Public

Seal

Residing at _____

My Commission Expires _____

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AUG 10 1994

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

A79-12025

Date Received

3-16-89

Receipt Number

C005871

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

RECEIVED

MAR 16 1989

Department of Water Resources

Please type or print clearly

1. Name of Claimant (s)

Life Insurance Company
~~Aetna Realty Investors, Inc.~~

Phone (203) 275-2094

Mailing Address

City Place, Hartford, CT

Zip

06156

2. Date of Priority (Only one (1) per claim)

1900+

3. Source of water supply (a)

Salmon River

which is tributary to (b)

Snake River

4. a. Location of existing point of diversion is: Township

Range

Section

1/4 of

1/4 of

1/4, Govt. Lot,

B.M., County of

Additional points of diversion if any:

b. If instream flow, beginning point of claimed instream flow is:

Township

31N

Range

03W

Section

25

1/4 of

NW

1/4 of

NE

1/4,

Govt. Lot

B.M.,

County of

Lewis

ending point is: Township

31N

Range

03W

Section

25

1/4 of

NW

1/4 of

NE

1/4, Govt. Lot

B.M.,

County of

Lewis

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well.

Instream use only.

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6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For Stockwater purposes from 1/1 to 12/31 amount 0.23 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 0.23 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is de minimus acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) 1,000 head range cattle

10. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
31N	03W	25		S															

Total number of acres irrigated 0

11. In which county (ies) are lands listed above as place of use located? Lewis

12. Do you own the property listed above as place of use? Yes X No _____
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.
_____ or None (X)

14. Remarks: None

Last Name Aetna Ident No. _____

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AUG 10 1994

Copies: White -State, Yellow-Claimant

15. Basis of Claim (check one) Beneficial Use X Posted Notice _____ License _____ Permit _____
Decree _____
If applicable provide IDWR Water Right Number _____
Court _____ Case Number _____ Decree Date _____
Plaintiff vs Defendant _____

16. Signature (s)
(a.) By signing below, I/We acknowledge that I/We have received, read, and understand the form entitled
"How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not X
wish to receive and pay a small annual fee for monthly copies of the docket sheet.
Number of attachments 0

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true
and correct.

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

For Organizations: I do solemnly swear or affirm that I am Ass't Sec.
Title
of Aetna Life Insurance Co., that I have signed the foregoing
Organization
document in the space below as Ass't Sec of Aetna Life Ins. Co.
Title Organization
and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent Edward L Buckley
Title and Organization Ass't Sec Aetna Life Ins. Co Date 3/15/89

State of Idaho/or CT)
County of Hartford) SS.

Subscribed and sworn (or affirmed) before me this 15TH day of March 1989

SEAL

Notary Public A. Eleanor Fanelli

Residing at Hartford, Ct.

My Commission Expires 3/31/1992

Please Print Name A. ELEANOR FANELLI

17. Notice of Appearance:

Notice is hereby given that I, _____ will be acting as attorney at law on behalf
of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above
should be mailed to me at the address listed below.

Signature _____

Address _____

Date _____

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AUG 10 1994

Last Name Aetna Ident. Number _____

Copies White-State, Yellow-Claimant



NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type
(see instructions on back of page)

DATE OF CLOSING: March 31, 1992

LEGAL DESCRIPTION OF PROPERTY: Township _____ Range _____ (See attached
Section _____, 1/4 of _____ 1/4 of _____ 1/4, Govt. Lot _____, BM.
Lot _____, Block _____, Subdivision/Townsite _____.
If you have additional legal descriptions, please attach separate sheet.

- ☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)
- ☐ Water Right Number(s)
Assigned by IDWR: Unknown
- ☐ Name and Address of Former Owner/Claimant(s)(Seller): Aetna Life Insurance Company
242 Trumbull, Hartford, CT 06156
- ☐ New Owner/Claimant (Purchaser): The United States of America (Bonneville Power Adminis
- ☐ New Mailing Address: Land Management Section - MMLC
P.O. Box 3621, Portland, OR 97208-3621
- ☐ New Telephone Number: (503) 230-3252
- ☐ Does the change in ownership result in a splitting of the water right owned/claimed? yes X no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

- ☐ Attach proof of ownership, describe proof attached: 2 special warranty deeds (one describing property in Lewis County, one describing property in Nez Perce County)
2 quitclaim deeds (as above)

(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

- ☐ Signature of New Owner/Claimant(s) Rebecca Hallgarth Date 6/26/92
Realty Specialist Date _____
- ☐ Signature of Former Owner/Claimant(s): _____ Date _____
_____ Date _____

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: 07-21-92 By: [Signature]

Further Action Needed:

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: _____ By: _____

Claim Numbers of Split, if any:

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AUG 10 1994

Original to be mailed to Idaho Department of Water Resources
Copies to Former Owner and New Owner

EXHIBIT "A"

SITUATE IN THE COUNTY OF NEZ PERCE, STATE OF IDAHO, TO-WIT:

PARCEL C:

Township 29 North, Range 3 West of the Boise Meridian:

Section 6: Lots 1, 2, 3, 4, 5, 9 and 10; SE½NW¼, E½SW¼,
and NW¼SE½

Section 7: Lot 3

PARCEL D:

Township 30 North, Range 3 West of the Boise Meridian:

Section 5: Lots 3 and 4

Section 6: Lots 1, 2, 3, 4, 8, 9; SE½NW¼, SW¼NE½, NW¼SE½
and E½SW¼

Section 7: Lots 3, 4, 9, 10, and NE½NW¼

Section 18: Lots 3, 6, 7, 8, and 9

Section 19: Lots 3, 4, 9, 10 and E½SW¼

Section 29: SW¼SW¼

Section 30: Lots 3, 4; W¼NE½, E½NW¼, E½SW¼ and SE½

Section 31: Lots 2, 3, 4; E½W¼ and E½

Section 32: NW¼SW¼ and NW¼ EXCEPT NE½NW¼NE½NW¼ and NW¼NE½NE½NW¼

EXHIBIT "A"

SITUATE IN THE COUNTY OF NEZ PERCE, STATE OF IDAHO, TO-WIT:

PARCEL C:

Township 29 North, Range 3 West of the Boise Meridian:

Section 6: Lots 1, 2, 3, 4, 5, 9 and 10; SE½NW¼, E½SW¼,
and NW¼SE¼

Section 7: Lot 3

PARCEL D:

Township 30 North, Range 3 West of the Boise Meridian:

Section 5: Lots 3 and 4

Section 6: Lots 1, 2, 3, 4, 8, 9; SE½NW¼, SW¼NE½, NW¼SE½
and E½SW¼

Section 7: Lots 3, 4, 9, 10, and NE½NW¼

Section 18: Lots 3, 6, 7, 8, and 9

Section 19: Lots 3, 4, 9, 10 and E½SW¼

Section 29: SW¼SW¼

Section 30: Lots 3, 4; W¼NE½, E½NW¼, E½SW¼ and SE½

Section 31: Lots 2, 3, 4; E½W¼ and E½

Section 32: NW¼SW¼ and NW¼ EXCEPT NE½NW¼NE½NW¼ and NW¼NE½NE½NW¼

EXHIBIT "A"

SITUATE IN THE COUNTY OF NEZ PERCE, STATE OF IDAHO, TO-WIT:

PARCEL C:

Township 29 North, Range 3 West of the Boise Meridian:

Section 6: Lots 1, 2, 3, 4, 5, 9 and 10; SE½NW¼, E½SW¼,
and NW½SE¼

Section 7: Lot 3

PARCEL D:

Township 30 North, Range 3 West of the Boise Meridian:

Section 5: Lots 3 and 4

Section 6: Lots 1, 2, 3, 4, 8, 9; SE½NW¼, SW½NE¼, NW½SE¼
and E½SW¼

Section 7: Lots 3, 4, 9, 10, and NE½NW¼

Section 18: Lots 3, 6, 7, 8, and 9

Section 19: Lots 3, 4, 9, 10 and E½SW¼

Section 29: SW½SW¼

Section 30: Lots 3, 4; W½NE¼, E½NW¼, E½SW¼ and SE¼

Section 31: Lots 2, 3, 4; E½W¼ and E¼

Section 32: NW½SW¼ and NW¼ EXCEPT NE½NW¼NE½NW¼ and NW½NE½NE½NW¼

PARCEL E:

Township 30 North, Range 4 West of the Boise Meridian:

- Section 1: Lots 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, SW~~X~~ and W~~X~~SE~~X~~
- Section 2: Lots 1, 2, 5, 6, 7, 8, 9, 10, 11, 12, and S~~X~~
- Section 3: Lots 3, 4, 5, 9, 12, NW~~X~~SW~~X~~, SE~~X~~SW~~X~~, SW~~X~~SE~~X~~ and E~~X~~SE~~X~~
- Section 4: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, NE~~X~~SW~~X~~, and N~~X~~SE~~X~~
- Section 9: E~~X~~NE~~X~~, E~~X~~SW~~X~~ and SE~~X~~
- Section 10: All of Section 10
- Section 11: All of Section 11
- Section 12: W~~X~~NE~~X~~, NW~~X~~, NE~~X~~SW~~X~~, S~~X~~SW~~X~~, and SE~~X~~
- Section 13: All of Section 13
- Section 14: S~~X~~NE~~X~~, NW~~X~~, N~~X~~SW~~X~~ and SE~~X~~
- Section 15: NW~~X~~, S~~X~~SW~~X~~, SW~~X~~SE~~X~~, and NW~~X~~SW~~X~~
- Section 17: E~~X~~W~~X~~, W~~X~~E~~X~~, and E~~X~~SE~~X~~
- Section 20: Lots 1, 2, 3, SE~~X~~NW~~X~~, S~~X~~NE~~X~~, and SE~~X~~
- Section 21: Lots 2, 3, 4, S~~X~~NW~~X~~, SW~~X~~NE~~X~~, SW~~X~~, and W~~X~~SE~~X~~
- Section 22: Lots 1 and 2, S~~X~~NE~~X~~, and S~~X~~
- Section 23: All of Section 23
- Section 24: All of Section 24
- Section 25: N~~X~~, N~~X~~SE~~X~~, and SE~~X~~SE~~X~~
- Section 26: N~~X~~NE~~X~~, W~~X~~, W~~X~~SE~~X~~, and SE~~X~~SE~~X~~

EXHIBIT "A" (Continued)

PARCEL E: (continued)

Section 27: NX, SWX, WXSEX, and SEXSEX

Section 28: EXWX, SEXNEX, EXSEX, and WXEX

Section 33: NEX

Section 34: NX, NXSX, and SEXSEX

Section 35: NEX, NWXNW, SEXNW, and SX

PARCEL F:

Township 31 North, Range 3 West of the Boise Meridian:

Parcel 1:

Section 4: SWXSWX and SWXSEX

Section 5: EXSWX and SEX

Section 6: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13,
14, 15, 16, and 17

Section 7: Lots 10, 11 and SWXSEX

Section 8: WXWX and NEXNW

Section 9: EX

Section 16: EXNEX

Section 18: Lots 1, 2, 3, 5, 6, NXNEX, SWXNEX, SWXSEX

Section 19: Lots 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12;
WXNEX, and SEX

Section 20: WXSWX

Section 21: SXSEX

Section 28: NXNEX

Section 29: WX, WXEX

Section 30: Lots 1, 2, 3, 4; EXWX, NEX, NWXSEX, and SXSEX

Section 31: Lots 1 and 3, NEXNW, EXSWX, and EX

Section 32: WX, WXNEX, and NWXSEX

EXHIBIT "A" (Continued)

PARCEL F: (continued)

Parcel 2:

- Section 4: Government Lots 4, 5, 12, 13, 14, 15, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, and NW $\frac{1}{4}$ SE $\frac{1}{4}$; EXCEPTING from all the Bonanza Lode, Giant Lode Deposit No. 1 Lode and Paris Lode Mining Claims.
- Section 5: Government Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and W $\frac{1}{2}$ SW $\frac{1}{4}$
- Section 6: Government Lots 10, 18, 19 and SE $\frac{1}{4}$
- Section 7: Government Lots 1, 2, 5, 6, 7, 8, 12, NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ and SE $\frac{1}{4}$ SE $\frac{1}{4}$
- Section 8: SE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, and SE $\frac{1}{4}$
- Section 9: NE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, and SW $\frac{1}{4}$
- Section 17: All of Section 17
- Section 18: Government Lot 7, SE $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, and SE $\frac{1}{4}$ SE $\frac{1}{4}$; EXCEPT the Evening Star Lode Mining Claim
- Section 19: E $\frac{1}{2}$ NE $\frac{1}{4}$
- Section 20: N $\frac{1}{2}$ N $\frac{1}{2}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, and E $\frac{1}{2}$ SE $\frac{1}{4}$
- Section 21: N $\frac{1}{4}$, SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$
- Section 28: Government Lots 1, 2, 3, NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$

Parcel 3:

- Section 29: E $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$

PARCEL G:

Township 29 North, Range 4 West of the Boise Meridian:

- Section 1: All of Section 1
- Section 2: Lots 1, 2, 3, 4; S $\frac{1}{2}$ NE $\frac{1}{4}$, and S $\frac{1}{4}$
- Section 3: Lot 1, and NE $\frac{1}{4}$ SE $\frac{1}{4}$
- Section 11: N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$, and N $\frac{1}{2}$ SE $\frac{1}{4}$
- Section 12: N $\frac{1}{2}$ NE $\frac{1}{4}$ and NW $\frac{1}{4}$

PARCEL H:

Township 32 North, Range 3 West of the Boise Meridian:

Parcel 1:

- Section 4: Lots 3, 4, S½N½, and E½SE½
- Section 5: W½SW½, E½SW½, Lots 3 and 4; S½NW½
- Section 6: Lots 1, 2, 4, 5, 6, 7; SE½NW½, S½NE½, and SE½SW½
- Section 7: Lots 1, 2, 3, 4; E½NW½, NE½SW½, SE½, SE½SW½
- Section 8: SW½NE½, and W½SE½
- Section 9: E½NE½, S½NW½, N½SW½, and SW½SW½
- Section 21: W½NE½, SW½, SW½SE½
- Section 28: W½NE½
- Section 29: W½
- Section 30: Lots 3, 4, E½SW½ and SE½
- Section 31: All of Section 31
- Section 32: N½, and SE½
- Section 33: S½NW½, and N½SW½

Parcel 2:

- Section 6: SE½, NE½SW½, Lot 3 EXCEPT beginning at the Northwest corner of said Lot 3, thence South along the West line of said Lot 3 a distance of 660 feet to a point, thence East 400 feet more or less to the East bank of Webb Creek, thence in a Northerly direction on and along the East bank of Webb Creek to a point on the North line of Lot 3, thence West on and along the North line of Lot 3 a distance of 314 feet more or less to the place of beginning.
- Section 17: NW½SW½
- Section 18: NE½, SE½, E½SW½, and NE½NW½
- Section 19: N½
- Section 20: NW½NW½
- Section 33: SW½SW½

PARCEL J:

Township 33 North, Range 3 West of the Boise Meridian:

Section 31: Lots 2, 3, 4; S½N½E½NW¼, SE½NW¼, E½SW¼, S½NE½ and SE½

Section 32: Lot 4, W½NW¼, and NW½SW¼, EXCEPT that portion heretofore conveyed to F. D. Warner by Instrument recorded in Book 84 of Deeds at page 14 on September 14, 1905.

PARCEL K:

Township 33 North, Range 3½ West of the Boise Meridian:

Section 36: Lots 3 and 4

PARCEL L:

Township 31 North, Range 4 West of the Boise Meridian:

Section 1: Lots 1, 2, 3; S½NE½, SE½NW¼, E½SW¼, SE½, and W½SW¼

Section 2: Lot 4, SW½NW¼, N½SW¼

Section 3: Lot 1, SE½NE½, and SE½

Section 4: Lots 1, 2, 4; S½NE½, SW½NW¼, SW½SW¼ and E½SW¼

Section 5: Lots 1, SE½NE½ and E½SE½

Section 8: NE½SE½

Section 9: NW½NW¼, W½SW¼, and SE½SW¼

Section 10: N½N½, SW½NE½, SE½NW¼, NE½SW¼, and SE½

Section 11: SW¼, SW½SE½, S½NE½, N½SE½, SE½SE½

Section 12: NE½NE½, W½NE½, E½NW¼, W½NW¼, SW¼ W½SE½, SE½SE½

Section 13: S½NW¼, SW½SW¼, Lots 2, 3, 4, SW½NE½, N½SW¼, SE½SW¼, and NW½SE½

Section 14: Lot 1, SE½NE½, S½ and N½NW¼

Section 15: E½E½, NW½NE½, SW½SE½ and W½

EXHIBIT "A" (Continued)

PARCEL L: (continued)

Section 21: E%NEX

Section 22: All of Section 22

Section 23: All of Section 23

Section 24: All of Section 24

Section 25: All of Section 25

Section 26: All of Section 26

Section 27: E%

Section 32: N%NEX

Section 33: W%NW%, SW%, and NW%SEX

Section 34: W%NEX, and N%SEX

Section 35: E%NEX, N%SW%, SE%SW%, and SE%

Section 36: N%NEX

PARCEL N:

Township 32 North, Range 4 West of the Boise Meridian:

Parcel 1:

- Section 1: Lots 1, 2, 3, 4, 5, 6, 7, SWXNEX, SXNW, SW, and WSE
- Section 2: Lots 1, 2, 3, 4, and SXN, EXSW SE
- Section 3: Lots 1 and 2, SXNEX, and SE
- Section 4: SEXSW, and SWSEX
- Section 8: SEXNEX, SWSEX, and EXSE
- Section 9: NEXNEX, SXNEX, W, SE
- Section 10: All of Section 10
- Section 11: NW, SXSW, except SWXSWXSW; EXSE, and NXNEX
- Section 12: Lot 1 and SW
- Section 13: SW Except that part of the SW of Section 13 of Township 32 North, Range 4 West, B.M., Nez Perce County, Idaho, more particularly described as follows: Beginning at the Northwest corner of said SW; thence Easterly along the North line of said SW a distance of 0.87 feet; thence South 0° 14' 05" West a distance of 173.16 feet to a point on the West line of said SW; thence North 0° 03' 06" West along said West line a distance of 173.16 feet to the place of beginning.
- Section 14: W Except That part of the SW of Section 14 of Township 32 North, Range 4 West, B.M., Nez Perce County, Idaho, more particularly described as follows: Beginning at the Northeast corner of said SW; thence South 89° 55' 48" West a distance of 14.66 feet; thence South 0° 14' 05" West a distance of 2633.27 feet; thence South 89° 59' 01" East a distance of 20.53 feet to a point on the East line of said SW; thence North 0° 06' 26" East along said East line a distance of 2633.27 feet to the true place of beginning.
- Section 15: EXNEX, SWXNEX and NW
- Section 17: EXNEX
- Section 19: SEXSE
- Section 20: EXNW, SW and EX
- Exhibit A - page 8

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EXHIBIT "A" (Continued)

PARCEL N: (continued)

Section 21: NX, NXSX, SWXSWX, SEXSEX
Section 22: WX, SEX
Section 23: All of Section 23
Section 24: WX
Section 25: NX, NXSWX, SEXSWX, SEX
Section 26: EXNWX, SWXNWX, SWX, and NEX
Section 27: NWXNEX, SXNX, SEX, and NEXNEX
Section 28: SXNEX, WX, WXSEX, and SEXSEX
Section 29: NX, NXSX, SEXSEX,
Section 30: Lots 1, 6, 7, 8, 9, 10, 11, 12, and EX EXCEPT SXSEX
Section 31: Lots 1, 2 and 3
Section 32: Lot 1, EXNEX and NEXSEX
Section 33: Lots 2, 3, and 4, NX, NXSX
Section 34: WXNWX, NEXSEX, Lot 1
Section 35: Lot 4, NWXSWX
Section 36: Lots 1, 2, 3, NWXNEX, NEXNWX

Parcel 2:

Section 11: SEXNEX, SWXNEX Except SWXSWXSWXNEX

Parcel 3:

Section 11: SWXSWXSWXNEX

Parcel 4:

Section 11: SWXSWXSWX

Parcel 5:

Section 24: NEX

EXHIBIT "A" (Continued)

PARCEL P:

Township 33 North, Range 4 West of the Boise Meridian:

Section 21: SXSX

Section 22: SWXSWX

Section 26: NWXSWX, SXSWX

Section 27: SXNEX, WXX, SEXSWX, SEX

Section 34: NXNX, SEXNEX

Section 35: NEXNW, WXX, SEXSWX, and SEX EXCEPT beginning at the Southeast corner of said Section 35, thence North along the section line between Sections 35 and 36, 545 feet, thence West 696 feet, thence North parallel to the East line of said Section 35, 375 feet, thence East 696 feet, thence South 375 feet to the point of beginning.

Section 36: SEX, and NEX south of county road.

Section 35: Beginning at the Southeast corner of the SEXNEX, thence North a distance of 15 rods to the county road, thence Northwesterly along the county road to a point on the West line of said SEXNEX, 30 rods North of the Southwest corner thereof, thence South to Southwest corner of said SEXNEX, thence East to place of beginning.

PARCEL Q:

Township 31 North, Range 4 West of the Boise Meridian:

Section 8: NEX

PARCEL R:

Township 31 North, Range 4 West of the Boise Meridian:

Section 28: NEXSWX, NXSEX, SEXSEX

Section 33: EXNW, NEX, SXSEX, NEXSEX

Section 34: SXNW, SWX, SXSEX

Section 35: SWXSWX

Township 30 North, Range 4 West of the Boise Meridian:

Section 2: Lot 4

MICROFILMED

AUG 10 1994

POOR ORIGINAL

SPECIAL WARRANTY DEED

IN CONSIDERATION of SEVEN MILLION ONE HUNDRED THOUSAND DOLLAR (\$7,100,000), the receipt and sufficiency of which are hereby acknowledged, the undersigned

THE CONSERVATION FUND, a non-profit corporation organized and existing pursuant to the laws of the State of Maryland, of Suite 1120, 1800 North Kent Street, Arlington, Virginia 22209 ("Grantor"),

does hereby grant and convey to:

THE UNITED STATES OF AMERICA and its assigns ("Grantee")

all of Grantor's right, title and interest in and to the real property and attached fixtures in the County of Lewis, State of Idaho, described on Exhibit A attached hereto and incorporated by reference (the "Property"), including:

1. All hereditaments, appurtenances and improvements to said Property;
2. All mineral and mineral rights underlying the Property which are owned by Grantor; and
3. All timber and timber rights associated with the Property which are owned by Grantor.

Grantor, for itself and its successors and assigns, expressly limits the covenants of this Deed to those herein expressed, and warrants and covenants to Grantee only that prior to the execution of this Deed, Grantor has not conveyed the above-described property, or any right, title, or interest therein, to any person other than the Grantee, and that the above-described property is free from encumbrances done, made or suffered by the Grantor or any person claiming under it.

The Property described herein is acquired by the United States acting through the Bonneville Power Administration, Department of Energy.

Dated this 30th day of March, 1992.

THE CONSERVATION FUND

By: Patrick F. Worman
Its: PRESIDENT

ATTEST:

Richard L. Williams
Assistant Secretary

STATE OF VIRGINIA)
COUNTY OF ARLINGTON) ss:

The foregoing instrument was acknowledged before me on March 30th, 1992, by Patrick F. Worman as President and Richard L. Williams as Assistant Secretary of The Conservation Fund, a Maryland non-profit corporation.

Witness my hand and official seal.

My Commission expires:

ELIZABETH TRYON
NOTARY PUBLIC
Commonwealth of Virginia

MICROFILMED
AUG 10 1994
M Elizabeth Tryon
Notary Public

POOR ORIGINAL

Situate in Lewis County, State of Idaho, to-wit:

Township 31 North, Range 3 West of the Boise Meridian.

Section 2: SW $\frac{1}{4}$ NW $\frac{1}{4}$.
 Section 3: S $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{4}$ SW $\frac{1}{4}$, and NE $\frac{1}{4}$ SE $\frac{1}{4}$.
 Section 10: SW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$.
 Section 15: N $\frac{1}{4}$, SW $\frac{1}{4}$, N $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$.
 Section 22: Entire Section.
 Section 23: SW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$.
 Section 25: N $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$.
 Section 26: E $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{4}$ NW $\frac{1}{4}$.
 Section 27: Lot 2, E $\frac{1}{2}$ of Lot 3 and N $\frac{1}{4}$ NE $\frac{1}{4}$.

Township 32 North, Range 3 West of the Boise Meridian.

Section 3: W $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{4}$ SE $\frac{1}{4}$.
 Section 10: W $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{4}$ SE $\frac{1}{4}$.
 Section 15: S $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{4}$.
 Section 22: NW $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.
 Section 26: SW $\frac{1}{4}$.
 Section 27: W $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{4}$ SE $\frac{1}{4}$.
 Section 34: W $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{4}$ SE $\frac{1}{4}$.
 Section 35: SW $\frac{1}{4}$.

113317

STATE OF IDAHO
 COUNTY OF LEWIS
 FILED FOR RECORD
 ALL 3:30 O'CLOCK A.M. AT THE
 REQUEST OF
 LEWIS COUNTY ABSTRACT CO. LTD.

Cathy Larson
Anne V. Crea
 FFPS \$ 6.00

my Security Title
 P.O. Box 398
 Lewiston, Id.

MICROFILMED

AUG 10 1994

QUIT CLAIM DEED

FOR A VALUABLE CONSIDERATION, the receipt and sufficiency of which is acknowledged, the undersigned,

THE CONSERVATION FUND, a non-profit corporation organized and existing pursuant to the laws of the State of Maryland, of Suite 1120, 1800 North Kent Street, Arlington, Virginia 22209 ("Grantor")

hereby remises, releases, and quit claims unto

THE UNITED STATES OF AMERICA ("Grantee")
and its assigns

all of its right, title and interest in and to the water rights appurtenant to the real property located in the County of Lewis, State of Idaho, (the "Property"), described on Exhibit A attached hereto and incorporated herein. The property described herein is acquired by the United States acting through the Bonneville Power Administration, Department of Energy.

TO HAVE AND TO HOLD unto the Grantee, and Grantee's successors and assigns, forever.

DATED this 30th day of March, 1992.

THE CONSERVATION FUND

By: Patrick F. Noonan
Its: PRESIDENT

WITNESSETH:

Richard L. Erdmann
Assistant Secretary

STATE OF VIRGINIA)
COUNTY OF ARLINGTON) ss:

The foregoing instrument was acknowledged before me on March 30th, 1992, by Mr. Patrick F. Noonan as President and Mr. Richard L. Erdmann as Assistant Secretary of The Conservation Fund, a Maryland non-profit corporation.

Witness my hand and official seal. **MICROFILMED**

My Commission expires:

AUG 10 1994

ELIZABETH TRYON
NOTARY PUBLIC
Commonwealth of Virginia

Elizabeth Tryon
Notary Public

EXHIBIT "A"

Situate in Lewis County, State of Idaho, to-wit:

Township 31 North, Range 3 West of the Boise Meridian.

Section 2: SW $\frac{1}{4}$ NW $\frac{1}{4}$.
 Section 3: S $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{4}$ SW $\frac{1}{4}$, and NE $\frac{1}{4}$ SE $\frac{1}{4}$.
 Section 10: SW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$.
 Section 15: N $\frac{1}{4}$, SW $\frac{1}{4}$, N $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$.
 Section 22: Entire Section.
 Section 23: SW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$.
 Section 25: N $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$.
 Section 26: E $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{4}$ NW $\frac{1}{4}$.
 Section 27: Lot 2, E $\frac{1}{2}$ of Lot 3 and N $\frac{1}{4}$ NE $\frac{1}{4}$.

Township 32 North, Range 3 West of the Boise Meridian.

Section 3: W $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{4}$ SE $\frac{1}{4}$.
 Section 10: W $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{4}$ SE $\frac{1}{4}$.
 Section 15: S $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{4}$.
 Section 22: NW $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.
 Section 26: SW $\frac{1}{4}$.
 Section 27: W $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{4}$ SE $\frac{1}{4}$.
 Section 34: W $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{4}$ SE $\frac{1}{4}$.
 Section 35: SW $\frac{1}{4}$.

113318

STATE OF IDAHO {
 COUNTY OF LEWIS { ss.
 FILED FOR RECORD APR 2 1992
 AT 11:30 O'CLOCK A.M. AT THE
 REQUEST OF
 LEWIS COUNTY ABSTRACT CO., LTD.

Cathy Larson
 COUNTY CLERK
Anne V. Crea
 DEPUTY

FEES \$ 6.00

Security Title

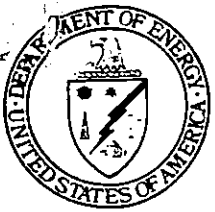
P.O. Box 398

Lewiston, Id.

MICROFILMED

AUG 10 1994

83501



Department of Energy
Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208-3621

RECEIVED
JUN 30 1992

Department of Water Resources

June 26, 1992

In reply refer to: MMLB
Craig Mountain

Idaho Department of Water Resources
Statehouse Mail
Boise, ID 83720-9000

Attention: Adjudication Bureau

Ladies and Gentlemen:

The United States, acting through the Bonneville Power Administration, bought about 60,000 acres of land in Lewis and Nez Perce Counties in a transaction that closed on March 31, 1992. The property was formerly owned by Aetna Life Insurance Company, who sold it to The Conservation Fund; the United States purchased from The Conservation Fund in a back-to-back closing.

Aetna Life Insurance Company had filed numerous "Notice of Claim to a Water Right" documents (Form No. 42-1409(2)a) for this property, in connection with Civil Case Number 39576, which concerns adjudication of rights to use water from the Snake River Basin water system. The forms do not include an identification number. The very great majority of the notices are for amounts described as "de minimus" and are for stock water. A sample of these notices is enclosed. A few of the notices pertain to other amounts of water for other uses.

I've enclosed a completed Form 42-1409(7), "New Property Owner, Notice of Change of Water Right Ownership," along with copies of the deeds conveying the property to the United States.

Please take whatever steps are necessary to document the change of ownership in your records. Any notices issued in connection with the adjudication of water rights for the property should be sent to the address shown on the enclosed "Notice of Change of Water Right Ownership" and, if possible, also to Robert Walker - PJSP, Fish and Wildlife Program, Bonneville Power Administration, P.O. Box 3621, Portland, OR 97208-3621.

MICROFILMED

AUG 10 1994

If you need other information, please call me at (503) 230-3283.

Sincerely,

Rebecca Hallgarth

Rebecca Hallgarth
Realty Specialist
Realty Negotiation Section

Enclosures (6)

MICROFILMED

AUG 10 1994