

09/26/2005

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

RIGHT NUMBER: 78-7033

NAME AND ADDRESS: EDITH H BELLINGER
HC 75 BOX 3490
NEW MEADOWS ID 83654

LESTER A BELLINGER
HC 75 BOX 3490
NEW MEADOWS ID 83654

SOURCE: SPRING

TRIBUTARY: LITTLE SALMON RIVER

QUANTITY: 0.030 CFS
1.200 AFY

The quantity of water under this right shall not exceed 13,000 gallons per day.

PRIORITY DATE: 11/14/1972

POINT OF DIVERSION:

T21N R01E S11 NESWNE Within IDAHO County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
DOMESTIC	1/01 12/31	0.030 CFS 1.20 AFY

PLACE OF USE: DOMESTIC Within IDAHO County

T21N R01E S11 NWNE

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

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

WATER RIGHT LICENSE

THIS IS TO CERTIFY, that F. GORDON &/or BERTHA MARIE FOUCH

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
Domestic	from January 1 to December 31 at	0.03 cfs and	1.2 acre feet
	from	cfs and	
	from	at	cfs and

(month dates inclusive)

Description and location of place of use:

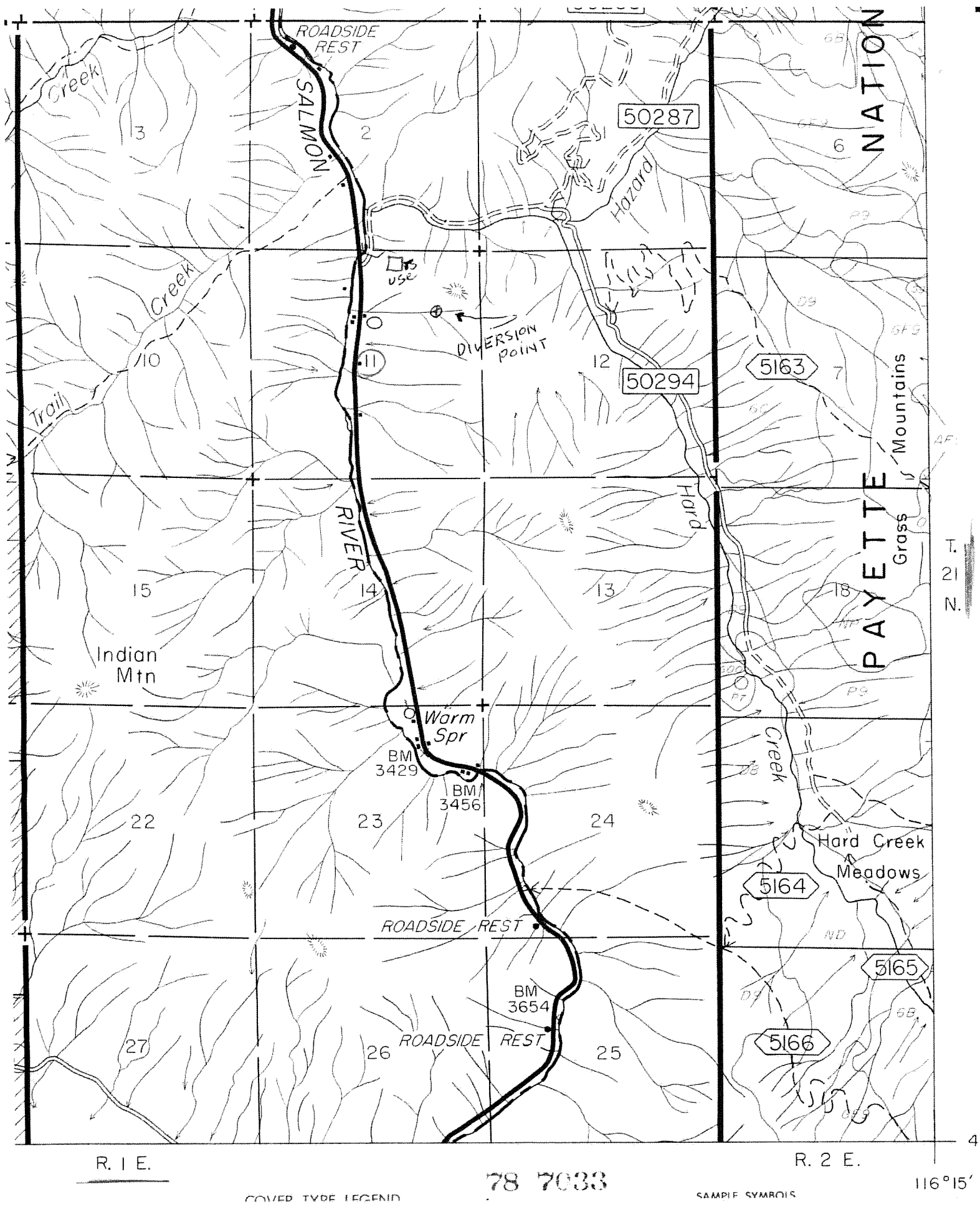
[illegible]

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 7 day of

December, 19 78


Director

UNCLASSIFIED



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: **A78-07033**
Date Received: 6/14/1988
Receipt No: C001369
Received By: _____

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

1. Name: LESTER A BELLINGER 208-628-3467
Address: HC 75 BOX 3490
NEW MEADOWS ID 83654
AND/OR
Name: EDITH H BELLINGER 208-628-3467
Address: HC 75 BOX 3490
NEW MEADOWS ID 83654
2. Date of Priority: NOV 14, 1972
3. Source: SPRING Trib. to: LITTLE SALMON RIVER
4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
21N	01E	11	SW	NE			IDAHO
5. Description of diverting works:
SPRING BOX, PUMP, TANK AND PIPE TO PLACE OF USE
6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.030		1.20
7. Total Quantity Appropriated is:
0.030 C.F.S. (and/or) 1.20 A.F.A.
8. Total consumptive use is Acre Feet Per Annum.
9. Non-irrigation uses:
DOMESTIC, 1 HOME W/LAWN & GARDEN

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10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
21N	01E	11	NW	NE		DOMEST	

11. Place of use in counties: IDAHO

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

13. Other Water Rights Used:
SPRING FOR DOMESTIC USE CLAIMED

14. Remarks:
CHANGE IN OWNERSHIP PROCESSED 4/7/94. CJH
OWNERSHIP CHANGED BY LH 12/14/95.

15. Basis of Claim: LICENSE

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 _____



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type

(see instructions on back of page)

RECEIVED

NOV 24 1995

DATE OF CLOSING: 5/31/95WATER RESOURCES
WESTERN REGION

LEGAL DESCRIPTION OF PROPERTY: Township 21N Range 1E
 Section 11, SW 1/4 of NE 1/4 of 1/4, Govt. Lot , BM. P. Diversion
 Lot , Block , Subdivision/Townsite .

If you have additional legal descriptions, please attach separate sheet.

NW 1/4 NE 1/4 Sec 11 21N 1E piece of US

- ☐ 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)

RECEIVED

DEC 01 1995

WATER RESOURCES
WESTERN REGION

- ☐ Water Right Number(s)
Assigned by IDWR:

78-07033 + 78-10363

- ☐ Name and Address of Former
Owner/Claimant(s)(Seller):

VIC Bertagnoli219 E 50thBoise Idaho

- ☐ New Owner/Claimant
(Purchaser):

Less Bellinger

- ☐ New Mailing Address:

HC 75 Box 3490New Meadows Id 83654

- ☐ New Telephone Number:

(208) 628-3467

- ☐ Does the change in ownership result in a splitting of the water right owned/claimed? yes ☒ 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:

(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)

Less BellingerDate 11-22-95Edith H. BellingerDate 11-22-95

- ☐ 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: 12-14-95 By: JD

Further Action Needed:

Further Action Taken

Date:

By:

Final Review and Data-Entry

Date: 12-14-95 By: JD

Claim Numbers of Split, if any:

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

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10370

380421

WARRANTY DEED

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WATER RESOURCES
WESTERN REGION

COMPUTER ()
INDEXED ()
TRACTED ()
FILED ()
ASSESSOR ()

For Value Received Vic Bertagnolli and Louise Bertagnolli, husband and wife

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto Lester A. Bellinger and Edith H. Bellinger, husband and wife, 7251 Wilder Ridge Rd., Garberville, CA 95542

Hereinafter called the Grantee, the following described premises situated in Idaho County, Idaho, to-wit:

See Attached Exhibit "A"

Subject to current year's taxes, irrigation district assessments, public utility easements, subdivision restrictions and U.S. Patent reservations.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the Grantor does hereby covenant to and with the said Grantee, the Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

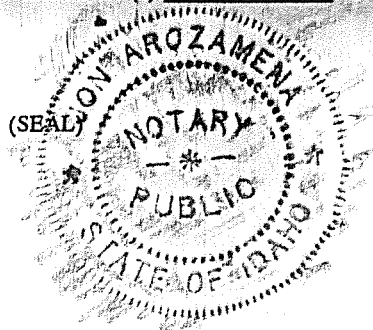
Dated: May 31, 1995

Vic Bertagnolli
Vic Bertagnolli

Louise Bertagnolli
Louise Bertagnolli

STATE OF IDAHO)
COUNTY OF ADA)

On this 30th day of MAY, 1995 before me, JON AROZAMENA
personally appeared VIC BERTAGNOLLI AND LOUISE BERTAGNOLLI
whose name(s) they subscribed to the within instrument, and acknowledged to me that THEY executed the same.



[Signature]
Notary Public State of IDAHO
Residing at: BOISE
Comm. Expires: 08-10-95

STATE of IDAHO	
County of Idaho	
Recorded at request of	
IDAHO COUNTY TITLE CO.	
at	30 minutes past 10 o'clock A.M.
this	31 day of May, 1995
ROSE E. GEHRING	
By	Edith L. Anderson
Fees	\$6.00
	Recorder Deputy

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WATER RESOURCES
WESTERN REGION

EXHIBIT "A"

The following property situate in Idaho County, State of Idaho, to-wit:

Township 21 North, Range 1 East, Boise Meridian

Section 11: East 330 feet of the SW $\frac{1}{4}$ NE $\frac{1}{4}$;

NW $\frac{1}{4}$ NE $\frac{1}{4}$ and all that portion of the NE $\frac{1}{4}$ NW $\frac{1}{4}$, lying and being in Idaho County, Idaho, of Section 11, Township 21 North, Range 1 East, Boise Meridian,

EXCEPTING THEREFROM two certain tracts of land described as follows:

All the land lying between the Little Salmon River and Highway No. 95 of the E $\frac{1}{2}$ NW $\frac{1}{4}$ lying and being in Idaho County, Idaho, Section 11, Township 21 North, Range 1 East, Boise Meridian, starting at the highway right of way stake No. 321846 and running South approximately 1320 feet, more or less;

thence to the Little Salmon River West approximately 400 feet; thence from highway stake No. 208-463 West to the Little Salmon River approximately 330.

AND ALSO EXCEPT all that portion of the E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 11, Township 21 North, Range 1 East, Boise Meridian, Idaho County, Idaho, starting from State of Idaho right of way stake No. 100 223 593 B.M. 321846 running North to center of Little Salmon River approximately 300 feet along right of way; thence from right of way stake West to center of River approximately 200 feet;

thence downstream North to given point.

SAVE AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

HAZARD CREEK EXCLUSION PARCEL

NW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 11, T21N, R1E,
Idaho County, Idaho

A parcel of land situate in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 11, T. 21 N., R. 1 E., B.M., Idaho County, Idaho, more particularly described as follows:

Commencing at a brass cap marking the 1/4 Corner common to Sections 2 and 11, T. 21 N., R. 1 E., B.M., Idaho County, Idaho, the REAL POINT OF BEGINNING:

Thence, N. 89° 28' 00" E., 199.34 feet along the line common to said Sections 2 and 11 to a 1/2" rebar,
thence, S. 06° 31' 24" W., 133.74 feet to a 1/2" rebar,
thence, S. 30° 45' 22" W., 305.08 feet to a 1/2" rebar,
thence, S. 49° 26' 00" W., 30.29 feet to a 1/2" rebar on the center section line of said Section 11, being the easterly right-of-way of State highway 95,
thence, N. 00° 42' 32" W., 412.92 feet to the Point of Beginning, containing 1.203 acres, more or less.

Bearings based on State Highway 95.

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WATER RESOURCES
WESTERN REGION

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

RECEIVED
NOV 24 1995
WATER RESOURCES
WESTERN REGION

Title Examiner: KATHIE M. SCHULTZ

Commitment No. 10370

1. Effective Date: 7th day of April, 1995, at 4:50 P.M.
2. Policy of Policies to be issued:

a) ☒ ALTA Owner's Policy (10-17-92):

Policy Amount: \$190,000.00
Premium: \$825.00

Proposed Insured: LESTER A. BELLINGER and EDITH H. BELLINGER,
husband and wife

b) ALTA Loan Policy (10-17-92):

Policy Amount:
Premium:

Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment and covered herein is **FEE SIMPLE** and is at the effective date hereof vested in:

VIC BERTAGNOLLI and LOUISE BERTAGNOLLI, husband and wife

4. The land referred to in this Commitment is situated in the County of **Idaho**, State of **Idaho**, and described as follows:

See SCHEDULE C attached hereto

Countersigned Margaret A. Albers
MARGARET A. ALBERS, Authorized Officer or Agent

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SCHEDULE B - Section 1

REQUIREMENTS

File No. 10370

The following are the requirements to be complied with:

1. Instrument creating the estate or interest to be insured must be executed and filed for record, to-wit:
A properly executed deed from vestees to the proposed insured.
2. Pay the full consideration to, or for the account of, the grantors or mortgagors.
3. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.

NOTE:

General taxes for 1994 were assessed in the amount of \$870.08. The assessment is given for informational use only and the Company assumes no liability for the amount quoted. (Parcel No. 21N01E110751A)

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SCHEDULE B - Section 2

File No. 10370

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession, thereof.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey of the land would disclose, and which are not shown by the public records.
4. Any lien, or right to a lien, imposed by law for services, labor, or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
6. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
7. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.
8. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest thereon covered by this Commitment.

SPECIAL EXCEPTIONS:

9. General taxes for the year 1995, which are a lien, not yet due and payable.
10. Lien for any taxes deferred by virtue of the designation of the insured premises or any portion thereof as forest lands as provided in Section 63-1701 et seq, Idaho Code.
11. Reservations as set forth in U.S. PATENT, including the terms and conditions thereof, by and between UNITED STATES OF AMERICA to ARTHUR OLSON, recorded October 24, 1940, under Instrument No. 132988, at Book 70 page 121, records of Idaho County, Idaho. Patent No. 1085126.
12. Easement, including the terms and conditions thereof, by and between ARTHUR OLSON and MAUDE OLSON, and THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH CO., recorded August 11, 1932, under Instrument No. 99085, Book 60 page 419, records of Idaho County, Idaho.

continued....

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File No. 10370

SPECIAL EXCEPTIONS - continued:

13. Right of Way Deed, including the terms and conditions thereof, by and between ARTHUR OLSON and MAUDE OLSON, and THE UNITED STATES OF AMERICA, recorded November 10, 1933, under Instrument No. 102791, Book 61 page 172, records of Idaho County, Idaho.
14. Right of Way Deed, including the terms and conditions thereof, by and between WALTER M. SMITH and MILDRED FAY SMITH, husband and wife, and the COUNTY OF IDAHO, recorded April 19, 1950, under Instrument No. 166217, Book 82 page 568, records of Idaho County, Idaho.
15. Right of Way Easement, including the terms and conditions thereof, by and between IVAR NELSON and MARY B. NELSON and THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH CO., recorded May 26, 1956, under Instrument No. 187487, Book 89 page 523, records of Idaho County, Idaho.
16. Restrictions as set forth in Warranty Deed, including the terms and conditions thereof, by and between IVAR A. NELSON and MARY B. NELSON, his wife, first parties, and THE STATE OF IDAHO, second party, recorded July 5, 1956, under Instrument No. 188070, Book 90 page 5, records of Idaho County, Idaho.
17. Any adverse claims based on the assertion that the location of the Little Salmon River has moved.

END OF SCHEDULE B

NOTE: Exception will not appear in the Mortgage Policy to be issued hereunder

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OCT 22 1990
KMS:mc(1)

SCHEDULE C

The following property situate in Idaho County, State of Idaho, to-wit:

Township 21 North, Range 1 East, Boise Meridian

Section 11: East 330 feet of the SW $\frac{1}{4}$ NE $\frac{1}{4}$;

NW $\frac{1}{4}$ NE $\frac{1}{4}$; and all that portion of the NE $\frac{1}{4}$ NW $\frac{1}{4}$, lying and being in Idaho County, Idaho, of Section 11, Township 21 North, Range 1 East, Boise Meridian,

EXCEPTING THEREFROM two certain tracts of land described as follows:

All the land lying between the Little Salmon River and Highway No. 95 of the E $\frac{1}{4}$ NW $\frac{1}{4}$ lying and being in Idaho County, Idaho, Section 11, Township 21 North, Range 1 East, Boise Meridian, starting at the highway right of way stake No. 321846 and running South approximately 1320 feet, more or less;

thence to the Little Salmon River West approximately 400 feet; thence from highway stake No. 208-463 West to the Little Salmon River approximately 330.

AND ALSO EXCEPT all that portion of the E $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 11, Township 21 North, Range 1 East, Boise Meridian, Idaho County Idaho, starting from State of Idaho right of way stake No. 100 223 593 B.M. 321846 running North to center of Little Salmon River approximately 300 feet along right of way; thence from right of way stake West to center of River approximately 200 feet; thence downstream North to given point.

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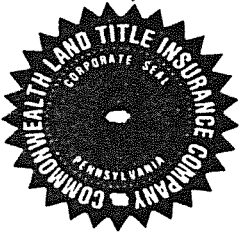
Commitment For Title Insurance

Commonwealth Land Title Insurance Company, a Pennsylvania corporation, herein called the company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate 120 days after the effective date hereof or when the policy or policies committed for shall be issued, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the company.

IN WITNESS WHEREOF, the said Company has caused its Corporate Name and Seal to be hereunto affixed; this instrument, including Commitment, Conditions and Stipulations attached, to become valid when countersigned by an Authorized Officer or Agent of the Company.



COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest:

James J. D. Lynch, Jr.
Secretary

By

[Signature]

President

Conditions and Stipulations

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

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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: **A78-07033**
Date Received: 6/14/1988
Receipt No: C001369
Received By: _____

**COPY FOR
YOUR FILES**

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

**COPY FOR
YOUR FILES**

1. Name: VIC BERTAGNOLLI 208-853-6036
Address: 9364 W PEBBLE BROOK LN
BOISE ID 83703
AND/OR
Name: LOUISE BERTAGNOLLI 208-853-6036
Address: 9364 W PEBBLE BROOK LN
BOISE ID 83703
2. Date of Priority: NOV 14, 1972
3. Source: SPRING Trib. to: LITTLE SALMON RIVER
4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
21N	01E	11	SW	NE			IDAHO
5. Description of diverting works:
SPRING BOX, PUMP, TANK AND PIPE TO PLACE OF USE
6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.030		1.20
7. Total Quantity Appropriated is:
0.030 C.F.S. (and/or) 1.20 A.F.A.
8. Total consumptive use is Acre Feet Per Annum.
9. Non-irrigation uses:
D/1 HOUSE W/LAWN AND GARDEN

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AUG 08 1994

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
21N	01E	11	NW	NE		DOMEST	

11. Place of use in counties: IDAHO

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

13. Other Water Rights Used:
SPRING FOR DOMESTIC USE CLAIMED

14. Remarks:
Change in ownership processed 4/7/94. cjh

15. Basis of Claim: LICENSE

MICROFILMED

AUG 08 1994



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

DATE OF CLOSING: Jan 93

LEGAL DESCRIPTION OF PROPERTY: Township _____ Range _____
 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: A78-07033, A78-10363
- ☐ Name and Address of Former Owner/Claimant(s)(Seller): Fouch
HC 75 Bx 3490
New Meadows
- ☐ New Owner/Claimant (Purchaser): VIC & OR LOUISE BERTAGNOLLI
- ☐ New Mailing Address: 9364 W PEBBLE BROOK LN
BOISE ID 83703
- ☐ New Telephone Number: 208) 853-6036
- ☐ Does the change in ownership result in a splitting of the water right owned/claimed? yes ☒ 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: Title Insurance w/ property description

(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)

Vicki J. Burt

Date 1/2/94

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: 4/1/94 By: cy4

Further Action Needed: NONE

Further Action Taken

Date:

By:

Final Review and Data-Entry

Date:

By:

Claim Numbers of Split, if any:

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

POLICY OF TITLE INSURANCE

SCHEDULE A

Amount of Insurance: \$ 119,000.00

Policy No. 165-329799

Premium: \$424.50

File No. 8677

Date of Policy: February 18, 1993 at 1:16 o'clock P.M.

1. Name of Insured: VIC BERTAGNOLLI and LOUISE BERTAGNOLLI

2. The estate or interest in the land described herein and which is covered by this policy is
fee simple and is at Date of Policy vested in:
VIC BERTAGNOLLI and LOUISE BERTAGNOLLI, husband and wife

3. The land referred to in this policy is described in the said instrument, is situated in the County of
Idaho, State of Idaho, and is identified as
follows:

as per SCHEDULE C attached hereto

MICROFILMED

AUG 08 1994

Countersigned:

Margaret A. Allen

Authorized Officer or Agent

8677

SCHEDULE C

Policy No. 165-329799

The following property situate in Idaho County, State of Idaho, to-wit:

Township 21 North, Range 1 East, Boise Meridian

Section 11: East 330 feet of the SW $\frac{1}{4}$ NE $\frac{1}{4}$;

NW $\frac{1}{4}$ NE $\frac{1}{4}$ and all that portion of the NE $\frac{1}{4}$ NW $\frac{1}{4}$, lying and being in Idaho County, Idaho, of Section 11, Township 21 North, Range 1 East, Boise Meridian,

EXCEPTING THEREFROM two certain tracts of land described as follows:

All the land lying between the Little Salmon River and Highway No. 95 of the E $\frac{1}{2}$ NW $\frac{1}{4}$ lying and being in Idaho County, Idaho, Section 11, Township 21 North, Range 1 East, Boise Meridian, starting at the highway right of way stake No. 321846 and running South approximately 1320 feet, more or less;

thence to the Little Salmon River West approximately 400 feet; thence from highway stake No. 208-463 West to the Little Salmon River approximately 330.

AND ALSO EXCEPT all that portion of the E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 11, Township 21 North, Range 1 East, Boise Meridian, Idaho County Idaho, starting from State of Idaho right of way stake No. 100 223 593 B.M. 321846 running North to center of Little Salmon River approximately 300 feet along right of way; thence from right of way stake West to center of River approximately 200 feet;

thence downstream North to given point.

MICROFILMED

AUG 08 1994



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

DATE OF CLOSING: Jan 93

LEGAL DESCRIPTION OF PROPERTY: Township _____ Range _____
Section _____, 1/4 of _____ 1/4 of _____ 1/4, Govt. Lot _____, B.M.
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: A78-07033, A78-10363
- ☐ Name and Address of Former Owner/Claimant(s)(Seller): Fouch
HC 75 Bx 3490
New Meadows
- ☐ New Owner/Claimant (Purchaser): VIC & OR LOUISE BERTAGNOLLI
- ☐ New Mailing Address: 9364 W PEBBLE BROOK LN
BOISE ID 83703
- ☐ New Telephone Number: 208) 853-6036
- ☐ Does the change in ownership result in a splitting of the water right owned/claimed? yes ☒ 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: Title Insurance w/ property description

(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) Vicki J. Bertagnolli Date 8/2/94
- ☐ Signature of Former Owner/Claimant(s): _____ 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: 4/1/94 By: cy4

Further Action Needed: NONE

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: _____ By: _____

Claim Numbers of Split, if any:

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AUG 08 1994

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

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: A78-07033
Date Received: 6/14/1988
Receipt No: C001369
Received By: DE JH

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: F. GORDON FOUCH 208-628-3995
Address: HC 75, BOX 3490
NEW MEADOWS, ID 83654
OR
Name: BERTHA MARIE FOUCH 208-628-3995
Address: NEW MEADOWS, ID 83654
2. Date of Priority: NOV 14, 1972
3. Source: SPRING Trib. to: LITTLE SALMON RIVER
4. Point of Diversion:
Township Range Section 1/4 of 1/4 of 1/4 Lot County
21N 01E 11 SW NE IDAHO
5. Description of diverting works:
SPRING BOX, PUMP, TANK AND PIPE TO PLACE OF USE
6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.030		1.20
7. Total Quantity Appropriated is:
0.030 C.F.S. (and/or) 1.20 A.F.A.
8. Total consumptive use is Acre Feet Per Annum.
9. Non-irrigation uses:
D/1 HOUSE W/LAWN AND GARDEN

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OCT 06 1992

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
21N	01E	11	NW	NE		DOMEST	

11. Place of use in counties: IDAHO

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

13. Other Water Rights Used:
SPRING FOR DOMESTIC USE CLAIMED

14. Remarks:

15. Basis of Claim: LICENSE

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 _____

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

A78-07033

Date Received

6-14-88

Receipt Number

C001369

NOTICE OF CLAIM
TO A
WATER RIGHT

ACQUIRED UNDER STATE LAW

For Domestic and/or Stockwater Purposes

Where Daily Use is less than 13,000 gallons per day. Filing fee Department of Water Resources

RECEIVED

JUN 14 1988

Please type or print clearly

1. Name of Claimant (s) F. GORDON & BERTHA MARIE FOUCH Phone (208) 628-3995Mailing Address H.C. 75, Box 3490, New Meadows, ID Zip 836542. Date of Priority (Only one (1) per claim) Nov 14, 19723. Source of water supply (a) SPRINGwhich is tributary to (b) LITTLE SALMON RIVER4. Location of point of diversion is: Township 21N Range 1ESection 11, 1/4 of SW 1/4 of NE 1/4, Govt. Lot _____, B.M.,County of IDAHO

Additional points of diversion if any: _____

5. Description of existing diversion works (Ditches, Wells, Pumps, Pipelines, Headgate 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. CONCRETE SPRING BOX, PUMP, TANK,
& ABOUT 300' OF 1" PIPE TO PLACE OF USE

6. Water is claimed for the following: (Limited to Domestic and/or Stockwater only. See Instructions)

For DOMESTIC purposes from 1/1 (Both dates are inclusive) to 12/31 amount .03 CFS (cfs)

For _____ purposes from _____ to _____ amount _____

7. Total quantity claimed .03 CFS (cfs)8. Total consumptive use claimed is de minimus

9. Non-irrigation uses. Describe fully. (Domestic: give number of households served; Stockwater: Type and number of
livestock) DOMESTIC LAWN & GARDEN IRRIGATION

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OCT 06 1992

10. Place a "D" for domestic and "S" for stockwater use in the corresponding place of use below.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4			
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4
21N	1E	11		D														

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

12. Do you own the property listed above as place of use? Yes ☒ 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.
GROUNDWATER RIGHT FOR IRRIGATION USE CLAIMED or None ()

14. Remarks: _____

15. Basis of Claim (check one) Beneficial Use ☐ 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 ☐
wish to receive and pay a small annual fee for monthly copies of the docket sheet.
Number of attachments _____

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

Signature of Claimant (s) X F Gordon Fouch Date 6-6-88
_____ Date _____

For Organizations: I do solemnly swear or affirm that I am _____ Title _____
of _____, that I have signed the foregoing
Organization
document in the space below as _____ of _____
Title Organization
and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____
Title and Organization _____ Date _____

State of Idaho/or _____)
County of Idaho) SS.

Subscribed and sworn (or affirmed) before me this 6th day of June 19 88

SEAL

Notary Public

Residing at

My Commission Expires

Last Name Fouch

Ident No. A78-07033

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Copies White-State Yellow-Claimant

SRBA CLAIMS RECEIVING CHECKLIST

CLAIMANT'S NAME

Fouch, F. Mordon

CLAIM IDENT. NO.

A78-07033

DATE RECEIVED

6-14-88

CK #

210

AMOUNT \$

25.00

YES

NO

1. Is the name and address complete with zip code?

☒☐

2. Is priority date entered?

☒☐

Is the water use exempt from Permit requirements? A Permit is required for groundwater developed after March 25, 1963 (except single family domestic and stockwater wells using less than 13,000 gpd). A Permit is required for surface water developed after May 20, 1971 (except for instream stockwater).

☒☐

3. (a) Is a source entered?

☒☐

(b) Is a tributary to entered? (if required)

☒☐

4. Is the legal description of the p.d. complete?

☒☐

5. Is there a description of the diverting works?

☒☐

6. Are the water uses appropriate for the form? The short form limited to domestic and stockwater. Instream stockwater must use long form.

☒☐

Is the period of use included?

☒☐

Is a quantity claimed for each use?

☒☐

7. Is a total quantity claimed entered?

☒☐

8. Is a consumptive use required?

☒☐

If required is a consumptive use entered?

☒☐

9. Are the non-irrigation uses listed properly? If this claim is on the short form, and more than one domestic use is listed, single ownership must be stated. If not under single ownership, each household must file a separate claim.

☒☐

10. Is (are) the place(s) of use entered?

☒☐

11. Is (are) the county(ies) entered?

☒☐

12. Is the ownership of p.u. checked?

☒☐

13. Are other water rights listed or "none" checked?

☒☐

14. Are remarks required? (If the claimant does not own the place of use, authority for filing the claim must be explained in the remarks.)

☒☐

15. Is the basis of the claim checked?

☒☐

16. Is the claim signed by the claimant?

☒☐

Is the signature appropriate? (If an individual is the claimant, has that individual signed the claim, or if an organization is the claimant, is the organization signature block complete?)

☒☐

Has the claim been signed, sealed, and dated by a notary?

☒☐

Is the fee enclosed correct?

☒☐

Should this claim be receipted and data entered?

☒☐

If this claim is based on an existing water right, has the identification number been entered?

☒☐

Revised 6-27-88

Claim checked by:

LIP

Comments:

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OCT 11 1992



State of Idaho
DEPARTMENT OF WATER RESOURCES

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

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

December 15, 1995

Re: Notice of Claim to a Water Right No. A78-07033

Lester A. Bellinger
Edith H. Bellinger
HC 75 Box 3490
New Meadows, ID 83654

Mr. & Mrs. Bellinger:

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

The Department will contact you in the future concerning any requirements that may be needed in order to process this claim for final court decree.

If you have any questions concerning the enclosed claim, please feel free to contact this office.

Sincerely,

Adjudication Staff
Department of Water Resources
Western Region Office
(208) 334-2190

LH:1
Enclosure

cc: Vic & Louise Bertagnolli

MICROFILMED
OCT 22 1996



State of Idaho
DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

NOVEMBER 27, 1995

PHILIP E. BATT
GOVERNOR

LESS BELLINGER
HC 75 BOX 3490
NEW MEADOWS ID 83654

KARL J. DREHER
DIRECTOR

Dear Wateruser(s):

This office has reviewed the **Notice of Change of Water Right Ownership** form submitted to our office. However, due to the items checked below, we cannot continue to process this ownership change. We are returning the Notice of Change of Ownership to you to COMPLETE OR RESEARCH ONLY THE FOLLOWING ITEM(S) SHOWING A CHECKMARK IN THE BLANK FOR THAT ITEM(S).

_____ There is no existing water right in our records either under the former owner's name or for the legal description given. If, after contacting the former owner, you find more information concerning a water right, please contact us.

_____ Legal description of property. Please complete showing the legal description by 1/41/4 (40-acre tract), section, township and range for the property changing ownership. If you only have a subdivision lot & block legal description, please send us a copy of your subdivision plat map.

_____ It appears you receive your water from an irrigation district, ditch company, municipality or community water company. If this is the case, then the water right remains in the name of this entity and you should contact them concerning the ownership change.

_____ Name and address of former owner (seller). This will clarify the original owner of the water right.

_____ Name, address and phone number of new owner (purchaser).

_____ This change in ownership appears to result in a splitting of the water right. A split of the water right occurs when the ownership change affects only a portion of the original right. In order to accurately split this right we must know what portion of the right was sold. The amount of water in CFS, the place of use by 1/4 1/4 with the number of acres in each 1/41/4 (if applicable) and the point of diversion by 1/41/4, Section, Township and Range is needed. If this right is not being split, please submit proof of ownership for the remaining portion.
Enclosed is a computer copy of this right for your review.

X _____ Proof of ownership is needed. This proof can be a copy of the warranty deed, sales contract or tax assessment in your name which includes a description of this property by 1/41/4, Section, Township and Range.

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OCT 22 1995

____ Signature of new owner (purchaser) is needed on this form.

X other: Commitment for Title Insurance is not
sufficient proof of ownership.

Please complete the above item(s), if required, on the Notice of Change of Water Right Ownership form and return it with the requested information to the Department of Water Resources, Western Region Office, 2735 Airport Way, Boise, ID 83705. If we do not hear from you within 30 days, the claim upon which this form was filed(if one exists), will remain in the original owner's name.

Feel free to contact this office if you have any questions concerning this letter.

Sincerely,

Adjudication Staff
Department of Water Resources
Western Region Office
(208) 334-2190

LH:1
Enclosures

MICROFILMED
OCT 22 1996



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

RECEIVED

NOV 24 1995

WATER RESOURCES
WESTERN REGIONDATE OF CLOSING: 5/31/95

LEGAL DESCRIPTION OF PROPERTY: Township 21N Range 1E
Section 11, SW 1/4 of NE 1/4 of 1/4, Govt. Lot , BM. P. D. version
Lot , Block, , Subdivision/Townsite .

If you have additional legal descriptions, please attach separate sheet.

NW 1/4 NE 1/4 Sec 11 21N 1E piece of USG

☐ 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:

78-07033

☐ Name and Address of Former
Owner/Claimant(s)(Seller):

Vic Bertagnoil
219 E 50th
Boise Idaho

☐ New Owner/Claimant
(Purchaser):

Less Bellinger

☐ New Mailing Address:

HC 75 Box 3490
New Meadows Id 83654

☐ New Telephone Number:

(208) 628-3467

☐ Does the change in ownership result in a splitting of the water right owned/claimed? yes 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:

(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)

Less Bellinger
Edith H. Bellinger

Date 11-22-95

Date 11-22-95

☐ 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: By:

Further Action Needed:

Further Action Taken

Date: By:

Final Review and Data-Entry

Date: By:

Claim Numbers of Split, if any:

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

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OCT 22 1995

RECEIVED

NOV 24 1995

WATER RESOURCES
WESTERN REGION

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Title Examiner: KATHIE M. SCHULTZ

Commitment No. 10370

1. Effective Date: 7th day of April, 1995, at 4:50 P.M.

2. Policy of Policies to be issued:

a) ☒ ALTA Owner's Policy (10-17-92):

Policy Amount: \$190,000.00

Premium: \$825.00

Proposed Insured: LESTER A. BELLINGER and EDITH H. BELLINGER,
husband and wife

b) ALTA Loan Policy (10-17-92):

Policy Amount:

Premium:

Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment and covered herein is FEE SIMPLE and is at the effective date hereof vested in:

VIC BERTAGNOLLI and LOUISE BERTAGNOLLI, husband and wife

4. The land referred to in this Commitment is situated in the County of Idaho, State of Idaho, and described as follows:

See SCHEDULE C attached hereto

Countersigned

Margaret A. Albers

MARGARET A. ALBERS, Authorized Officer or Agent

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OCT 22 1995

SCHEDULE B - Section 1

REQUIREMENTS

File No. 10370

The following are the requirements to be complied with:

1. Instrument creating the estate or interest to be insured must be executed and filed for record, to-wit:
A properly executed deed from vestees to the proposed insured.
2. Pay the full consideration to, or for the account of, the grantors or mortgagors.
3. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.

NOTE:

General taxes for 1994 were assessed in the amount of \$870.08. The assessment is given for informational use only and the Company assumes no liability for the amount quoted. (Parcel No. 21N01E110751A)

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OCT 22 1996

SCHEDULE B - Section 2

File No. 10370

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession, thereof.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey of the land would disclose, and which are not shown by the public records.
4. Any lien, or right to a lien, imposed by law for services, labor, or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
6. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
7. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.
8. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest thereon covered by this Commitment.

SPECIAL EXCEPTIONS:

9. General taxes for the year 1995, which are a lien, not yet due and payable.
10. Lien for any taxes deferred by virtue of the designation of the insured premises or any portion thereof as forest lands as provided in Section 63-1701 et seq, Idaho Code.
11. Reservations as set forth in U.S. PATENT, including the terms and conditions thereof, by and between UNITED STATES OF AMERICA to ARTHUR OLSON, recorded October 24, 1940, under Instrument No. 132988, at Book 70 page 121, records of Idaho County, Idaho. Patent No. 1085126.
12. Easement, including the terms and conditions thereof, by and between ARTHUR OLSON and MAUDE OLSON, and THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH CO., recorded August 11, 1932, under Instrument No. 99085, Book 60 page 419, records of Idaho County, Idaho.

continued...

OCT 22 1995

File No. 10370

SPECIAL EXCEPTIONS - continued:

13. Right of Way Deed, including the terms and conditions thereof, by and between ARTHUR OLSON and MAUDE OLSON, and THE UNITED STATES OF AMERICA, recorded November 10, 1933, under Instrument No. 102791, Book 61 page 172, records of Idaho County, Idaho.
14. Right of Way Deed, including the terms and conditions thereof, by and between WALTER M. SMITH and MILDRED FAY SMITH, husband and wife, and the COUNTY OF IDAHO, recorded April 19, 1950, under Instrument No. 166217, Book 82 page 568, records of Idaho County, Idaho.
15. Right of Way Easement, including the terms and conditions thereof, by and between IVAR NELSON and MARY B. NELSON and THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH CO., recorded May 26, 1956, under Instrument No. 187487, Book 89 page 523, records of Idaho County, Idaho.
16. Restrictions as set forth in Warranty Deed, including the terms and conditions thereof, by and between IVAR A. NELSON and MARY B. NELSON, his wife, first parties, and THE STATE OF IDAHO, second party, recorded July 5, 1956, under Instrument No. 188070, Book 90 page 5, records of Idaho County, Idaho.
17. Any adverse claims based on the assertion that the location of the Little Salmon River has moved.

END OF SCHEDULE B

NOTE: Exception will not appear in the Mortgage Policy to be issued hereunder

KMS:mc(1)
MICROFILMED
OCT 22 1996

SCHEDULE C

The following property situate in Idaho County, State of Idaho, to-wit:

Township 21 North, Range 1 East, Boise Meridian

Section 11: East 330 feet of the SW $\frac{1}{4}$ NE $\frac{1}{4}$;

NW $\frac{1}{4}$ NE $\frac{1}{4}$; and all that portion of the NE $\frac{1}{4}$ NW $\frac{1}{4}$, lying and being in Idaho County, Idaho, of Section 11, Township 21 North, Range 1 East, Boise Meridian,

EXCEPTING THEREFROM two certain tracts of land described as follows:

All the land lying between the Little Salmon River and Highway No. 95 of the E $\frac{1}{2}$ NW $\frac{1}{4}$ lying and being in Idaho County, Idaho, Section 11, Township 21 North, Range 1 East, Boise Meridian, starting at the highway right of way stake No. 321846 and running South approximately 1320 feet, more or less;

thence to the Little Salmon River West approximately 400 feet; thence from highway stake No. 208-463 West to the Little Salmon River approximately 330.

AND ALSO EXCEPT all that portion of the E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 11, Township 21 North, Range 1 East, Boise Meridian, Idaho County Idaho, starting from State of Idaho right of way stake No. 100 223 593 B.M. 321846 running North to center of Little Salmon River approximately 300 feet along right of way; thence from right of way stake West to center of River approximately 200 feet; thence downstream North to given point.

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OCT 22 1996

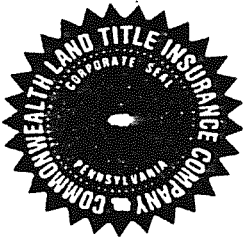
Commitment For Title Insurance

Commonwealth Land Title Insurance Company, a Pennsylvania corporation, herein called the company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate 120 days after the effective date hereof or when the policy or policies committed for shall be issued, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the company.

IN WITNESS WHEREOF, the said Company has caused its Corporate Name and Seal to be hereunto affixed; this instrument, including Commitment, Conditions and Stipulations attached, to become valid when countersigned by an Authorized Officer or Agent of the Company.



COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest:

James J. D. Lynch, Jr.
Secretary

By

[Signature]

President

Conditions and Stipulations

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

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