

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: A37-10969
Date Received: 8/11/1988
Receipt No: M001022
Received By: lw

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: WELDON ESTERBROOK 208-934-5293
Address: 1930E 1350S
GOODING, ID 83330

AND/OR

Name: LINDA ESTERBROOK 208-934-5293
Address: 1930E 1350S
GOODING, ID 83330

2. Date of Priority: JAN 01, 1946

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
05S	15E	8	NE	NE	NW		GOODING

5. Description of diverting works:
WELL & PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		
STOCKWATER	01/01	12/31	0.020		

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

A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
D/1 HOUSE, S/50 BEEF CATTLE

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
05S	15E	8	NE NW		STOCK DOMEST	

11. Place of use in counties: GOODING

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: 1

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): Mildred Esterbrook Date: 8-11-88
_____ Date: _____

State of Idaho)
County of T.F.) SS.

Subscribed and sworn (or affirmed) before me this 11 day

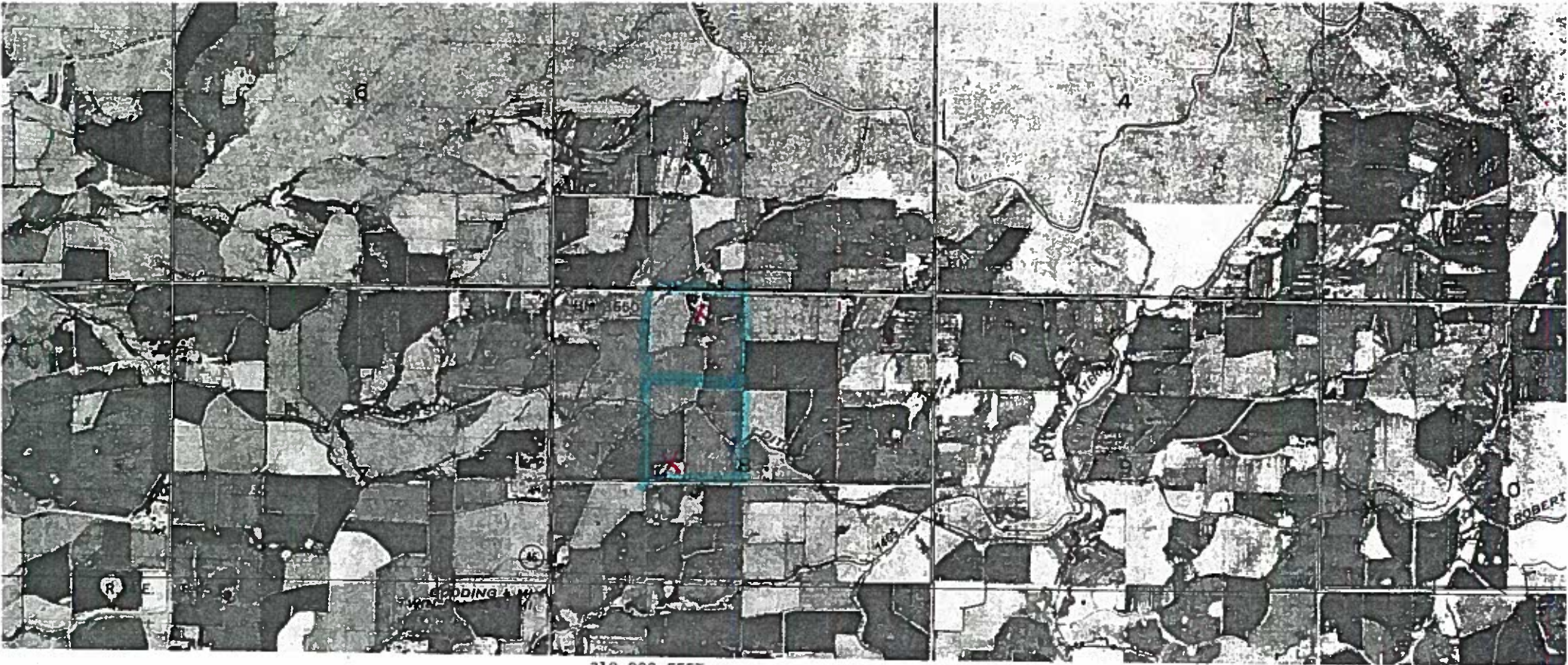
of August 19 88

Lon White
Notary Public

Seal

Residing at T F

My Commission Expires 5/95

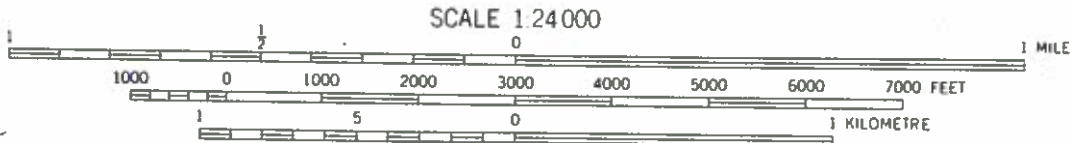


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0-foot grid ticks: Idaho coordinate
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THIS MAP COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS
FOR SALE BY U.S. GEOLOGICAL SURVEY, MENLO PARK, CALIF. 94025

R14E R15E

ices pursuant to
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Copies Of These Maps Can Be Obtained
At Bonneville Blue Print, Boise Idaho

D

AJ0749NP
No. R37-10969

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

DATE: 08/14/98
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	RAUL GIL	01/01/1946	STOCKWATER	01-01 12-31	0.02 CFS	
C	MARIA GIL		DOMESTIC	01-01 12-31	0.04 CFS	
	1930 E 1350 S					
	GOODING ID 83330					
TOTAL DIVERSION:					0.04 CFS	

Water Source: GROUNDWATER

Tributary to:

Stage: BENEFICIAL USE

Point(s) of Diversion: T05S R15E S08

NENENW

GOODING County

Place of use Legal Description for: STOCKWATER

				NE				NW				SW				SE			
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	
05S	15E	8	:															:	
			:															:	

Place of use Legal Description for: DOMESTIC

				NE				NW				SW				SE			
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	
05S	15E	8	:															:	
			:															:	

POU County: GOODING

Non-Irrigation Uses: 1 HOUSE

Other Rights: NONE

Conditions of Approval:

- N11 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
- DETERMINATION OF HISTORICAL BENEFICIAL USE.
- N13 - THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
- GALLONS PER DAY.

Remarks: EXP STOCKWATER 50 BEEF CATTLE
PARCEL NO. RP 05S15E080600

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:
Presumption Flag:

Audit: 08/14/98 SEGBERT

OK
2-8-99
KRC

AJ5856NP

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

DATE: SEP-5-1997
PAGE: A-49

RIGHT NUMBER: 37-10969

NAME & ADDRESS: WELDON ESTERBROOK
LINDA ESTERBROOK
1930E 1350S ✓
GOODING ID 83330

*D.W Esterbrook
c/o Raul & Maria Gil*

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

PRIORITY DATE: 01/01/1946

POINT OF DIVERSION: T05S R15E S08 ✓

NENENW ✓

Within GOODING County

PURPOSE AND

PERIOD OF USE:

PURPOSE OF USE

STOCKWATER ✓

DOMESTIC D/1 HOUSE, S/50 BEEF CATT

PERIOD OF USE

01-01 12-31

01-01 12-31

QUANTITY

0.02 CFS

0.04 CFS

PLACE OF USE:

STOCKWATER

T05S R15E S08 ✓

Within GOODING County

DOMESTIC

T05S R15E S08 ✓

Within GOODING County

NENW ✓

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE

RP05S 15E 080600

Verified by *SE* Date: *7-14-98*

Verification Source: *Computer*



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

July 28, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

D W ESTERBROOK
C/O RAUL & MARIA GIL
1930 E 1350 S
GOODING ID 83330

RE: Snake River Basin Adjudication (SRBA)
Notice of Claim to a Water Right No. A37-10967, A37-10969

Dear Claimant:

We have been advised you may be the present owner of the property with the water right referenced above.

Before we can modify our records to reflect your ownership of the water right referenced above, we need Form 42-248/42-1409(6) completed. This form is enclosed for your use. Please follow the instructions on the back of the form and return to my attention at this office by August 13, 1998.

Please call this office toll-free at 1-800-451-4129 if you have any questions.

Yours truly,

Sandy Egbert
Clerical Specialist

cc: Regional office

Enclosures: Form 42-248/42-1409(6)

Copy of No.A37-10967, A37-10969 water right filing

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

RECEIVED

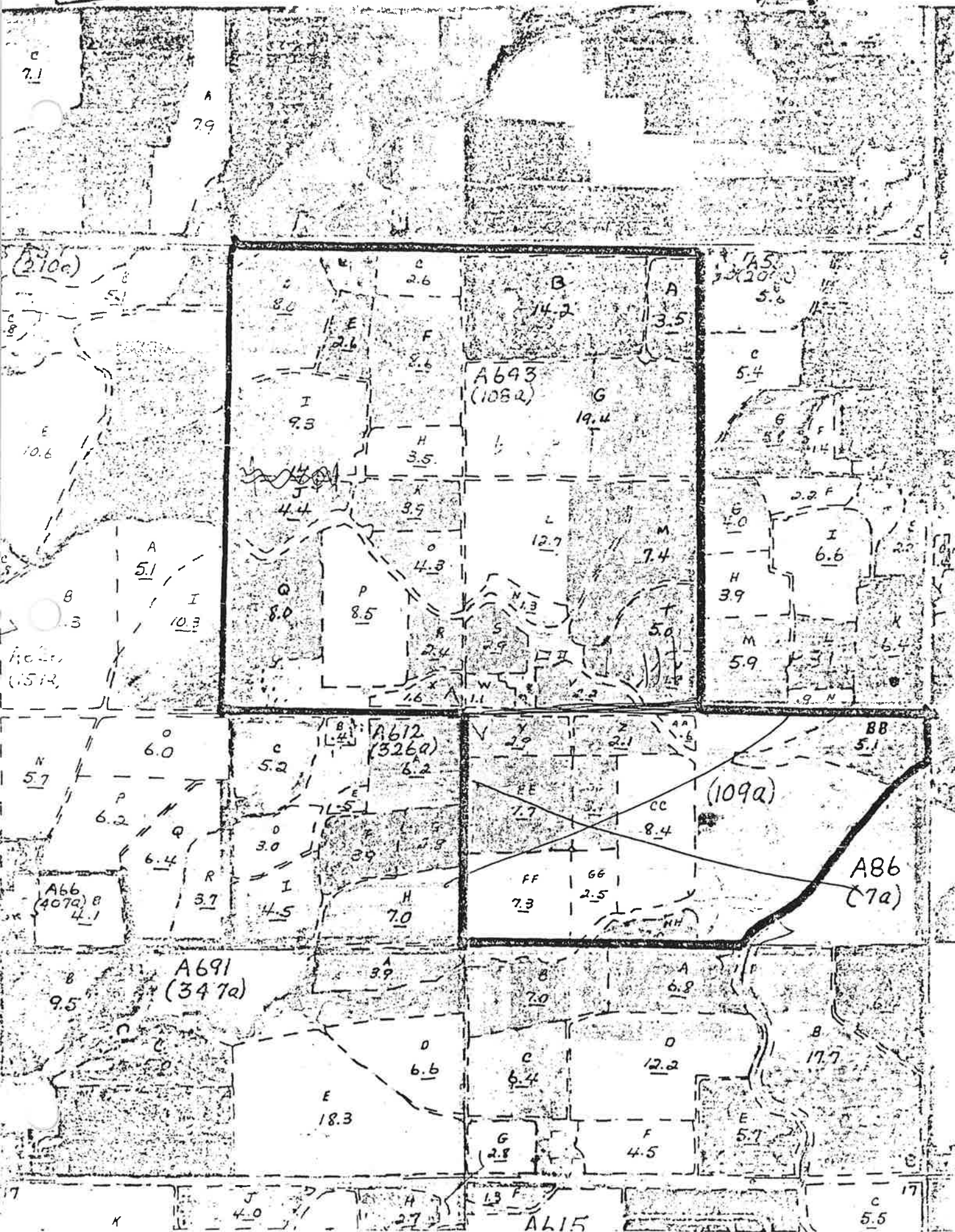
AUG 05 1998

Department of Water Resources

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

1. Water Right or Adjudication Claim No(s): A37-10967, A37-10969
2. The following **REQUIRED** information must be submitted with this form:
 - A. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
 - AND**
 - B. **PLAT OF PROPERTY** or **SURVEY MAP** for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
 - OR**
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency **AERIAL PHOTO** with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant Darrell Weldon Esterbrook and Linda Esterbrook
1857 Elmwood Road Gooding, Idaho 83330
4. New Owner/Claimant(s) Raul F. Gil and Maria Gil
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
 New Mailing Address 1930 E 1350 S
 City, State and ZIP Code Gooding, Idaho 83330
 New Telephone Number ()
5. Date you acquired the property 13th day of September, 1989
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
 Number of acres you irrigate 137.4 Number and type of stock 158.5 shares
 Diversion rate in CFS 0.04 Number of homes 2 Other uses
 If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner or Claimant(s) Raul F. Gil
Maria Gil
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims.

Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign this form.



COPY

AGREEMENT OF SALE

THIS AGREEMENT, made and entered into this 13th day of September, 1989, by and between DARRELL WELDON ESTERBROOK and LINDA ESTERBROOK, husband and wife, of 1857 Elmwood Road, Gooding, Idaho, the Party of the First Part, hereinafter referred to as the "Vendors", and RAUL F. GIL and MARIA GIL, husband and wife, of 1930 E 1350 S, Gooding, Idaho, the Parties of the Second Part, hereinafter referred to as the "Vendees";

W I T N E S S E T H:

That the Vendors, for and in consideration of the sum of ~~ONE HUNDRED THIRTY EIGHT THOUSAND FIVE HUNDRED AND NO/100~~ DOLLARS (\$138,500.00), lawful money of the United States of America, to be paid at the time and in the manner hereinafter specified, and of the covenants and agreements hereinafter contained, to be paid, kept and performed by the Vendees, promise, covenant, and agree to sell and convey unto the Vendees all of that certain real property situate in the County of Gooding, State of Idaho, more particularly described as follows, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE

TOGETHER WITH 158.5 shares of water stock in the American Falls Reservoir District #2 appurtenant thereto.

Personal Property

58 joints - 30' / of 10" gated pipe
68 joints - 30' / of 8" gated pipe
16 joints - 40' / of 8" gated pipe

The Vendees promise, covenant and agree to purchase the above described real property of and from the Vendors, and agree to pay the Vendors therefor the said sum of \$138,500.00 in lawful money of the United States of America, at the time and in the manner following, to wit:

- \$70,000 down payment on date of closing as hereinafter more particularly set forth;
- The balance, to wit: \$68,500, together with interest at the rate of 9% per annum from the 2nd day of October, 1989, shall be payable in 15 equal annual installments of \$4,566.67, commencing with the 2nd day of October, 1990, and continuing annually the 2nd day of October each year thereafter until the 2nd day

of October, 2004, at which time all remaining principal and interest shall be fully due and payable.

It is specifically understood and agreed that Vendees may pay all the unpaid balance to Vendors hereunder without penalty. In the event of payment of part, but not all said balance, such prepayment shall be applied toward the last maturing installments, and Vendees shall not be relieved from making the current annual payments above required.

All payments shall be made to the escrow holder hereinafter provided for, who is hereby constituted the agent of the Vendors to accept all payments called for herein and to receipt therefor to the Vendees. The costs of the initial and ongoing escrow fees charged by the said escrow holder shall be equally divided between the parties.

TAXES AND ASSESSMENTS.

All real property taxes assessed and levied against the real property for 1989 shall be prorated between the parties as October 2, 1989. Vendees shall pay all taxes and assessments levied and assessed against said premises for the year 1990 and thereafter during the life of this contract, and Vendees shall not allow said taxes and assessments, or any part thereof, to become delinquent.

POSSESSION DATE.

Vendees shall be let into and have possession of said premises as of October 2, 1989, and shall thereafter be entitled to remain in possession thereof, and have the use, issues and profits thereof during the entire life of this agreement, or until the same shall have been terminated as herein provided. In the event Vendees fail to perform this agreement as herein provided, and Vendors serve notice of forfeiture upon them, as hereinafter provided, then and in that event, unless they perform this agreement within the time hereinafter provided, and as specified in the notice served upon them by Vendors, they will forthwith, and without delay, surrender and deliver up possession of said property to Vendors in a quiet and peaceable manner, and without suit or action. Provided, however, that Vendors shall be allowed to have their farm machinery, equipment, and other miscellaneous property to remain on the real property following closing for the purpose of conducting a farm sale. Vendors shall further be allowed access to the real property after October 2, 1989, to harvest and remove their remaining 1989 crops therefrom, which crops are recognized to be the property of the Vendors.

CLOSING.

Closing of this transaction shall be under the direction of **LAND TITLE AND ESCROW, INC.**, Gooding, Idaho, on or before the 13th day of September, 1989. Costs of closing shall be borne in equal shares between the parties.

TITLE INSURANCE.

Vendors shall, at the time of closing of this transaction, furnish at their expense, a policy of title insurance in a responsible title insurance company, insuring the title of said property in the the sum of \$138,500.00 to be vested in the Vendors, with a purchaser's clause in favor of the Vendees, showing a marketable title to said premises to be vested in the Vendors, subject to taxes for 1989 and to any easements and rights of way that may exist over, across and upon said premises, and those other exceptions more particularly described on Exhibit "B" attached hereto. In the event Vendors are unable to furnish a marketable title, they shall have a reasonable time to make such title marketable, and in the event of their failure or refusal so to do, Vendees may, at their option, either terminate this contract, and demand and receive back from Vendors, all payments made under the terms hereof, less the reasonable rental value of said premises for the time Vendees have been in possession thereof, or, they may elect to continue under the terms hereof and to take whatever steps may be required in order to effect a marketable title and charge the costs thereof to Vendors and deduct said costs from the next ensuing payment or payments falling due under the terms of this contract.

It is further understood and agreed that title to said premises shall be and remain in Vendors until the full purchase price, together with the interest thereon, shall have been fully paid.

DEED & ESCROW.

It is specifically understood and agreed that Vendors, on even date herewith, and as a part of this transaction, have executed a good and sufficient Warranty Deed to the Vendees, for said premises, and Vendees hereby approve said deed as to form and content; said deed, together with an executed copy of this agreement, shall be placed in escrow with **LAND TITLE AND ESCROW, INC.**, Gooding, Idaho, and said escrow holder is hereby authorized and directed to deliver said deed to the Vendees at the time of the payment of said deferred payments in full, together with all interest thereon. In case this agreement is forfeited or terminated, as herein provided, then said escrow holder is authorized and directed to return and deliver said deed to Vendors.

The parties hereby agree to bear all initial and ongoing costs accrued with respect to the escrow mentioned above, in equal shares.

ENCUMBRANCES.

Nothing herein contained shall be construed to constitute the Vendees the agent of the Vendors, and Vendees shall have no power or authority to bind Vendors, or the property being acquired hereunder, for any material or labor used in making additions to said property, or improvements thereon, and Vendees specifically promise and agree that they will not suffer any lien or liens to be attached to said property or any part thereof by reason of the erection of any buildings and/or improvements thereon, or suffer any liens by operation of law, or otherwise, to attach to said property.

INSPECTION.

Vendees agree and warrant as part of the consideration for the sale to them of said premises, that they have personally inspected the same and that they are not relying upon any representations made by the Vendors, or by any servant or agent of the Vendors, and that they are relying upon their own personal knowledge of the premises and that they know the situation, character, quality and condition of the premises, and of the quantity of land being acquired hereunder. Furthermore, Vendees recognize that they are purchasing the real property above described "as is", with no warranty or affirmation of fact made by Vendors or any person on Vendors's behalf, being a part of this transaction.

Vendees are specifically aware of the presence of noxious weeds and rock on the real property which is the subject of this sale.

FIRE AND CASUALTY INSURANCE.

Vendees further agree that they will insure and keep insured during the life of this agreement, the buildings and improvements on said premises against loss by fire and other casualty in the amount of the replacement value thereof. Such insurance policy shall have a loss payable clause payable to Vendors and Vendees, as their respective interest may from time to time appear, and such policy or policies shall be placed with the escrow holder hereinafter provided for. In the event of loss by fire or other casualty, both parties shall cooperate in making proof of loss promptly, and any insurance recovery shall be applied toward the restoration and repair of said damaged or destroyed buildings and improvements.

WASTE OR STRIP.

Vendees shall commit no waste or strip and will permit no waste or strip to be committed on said premises during the life of this contract, and further agree that they will farm said premises in a good husbandlike manner.

INTEGRATION.

Vendors and Vendees acknowledge that the terms, conditions and covenants of this agreement shall supersede any prior negotiations and agreements of the parties, that there are no other agreements not contained in this agreement, and that this agreement shall be the final expression of the agreement of the parties and shall control. No modifications of this agreement shall be valid unless in writing and executed by all the parties hereto.

DEFAULT.

Should Vendees fail to perform this Agreement in any aspect, or fail to make any payment required by this Agreement, then Vendors shall serve notice of default, in writing, specifying the nature of such default, to Vendees at the following address: 1930 East 1350 South, Gooding, Idaho, 83330.

In the event the specified events of default remain uncured within Thirty (30) days of the date of written notice, Vendors may, at their option, pursue one or all of the following remedies:

a) Accelerate the full balance then due and owing the Vendors pursuant to this Agreement, demand the full payment of said purchase price, treat this Agreement of Sale as a note and mortgage, and foreclose the same pursuant to the mortgage foreclosure laws of the State of Idaho.

b) Serve Vendees a notice of forfeiture of all rights under this Agreement, in which event all monies paid previously by Vendees under this Agreement shall be retained by the Vendors, and constitute liquidated damages for the breach of this Agreement and the use of the above described property through the time of default. In such event, Vendees agree to promptly surrender up possession of the above described property to the Vendors. Vendees shall then henceforth be regarded as a tenant holding over after the expiration of a lease, and shall be subject to the laws of the State of Idaho concerning forcible entry and unlawful detainer.

c) Treat this Agreement of Sale as rescinded, and proceed against the Vendees for damages equal to the unpaid balance of the Agreement, incidental and consequential damages for the

breach, other sums due and owing under this Agreement, and all other damages to which the Vendors may be entitled.

d) Sue for specific performance under this Agreement.

e) Pursue any other remedy to which the Vendors may be entitled under the laws of the State of Idaho or the United States of America.

It is understood that the election of any option as to an appropriate remedy shall be exclusively the election of the Vendors.

NOTICE OF SERVICE.

It is further understood and agreed that any notices hereinafter provided for may be given as follows:

By Vendors to Vendees, by certified mail, properly enclosed in a sealed envelope, addressed to Vendees at 1930 East 1350 South, Gooding, Idaho, 83330.

By Vendees to Vendors by sending the same by certified mail, addressed to Vendors at 1857 Elmwood Road
Gooding, Idaho 83330.

Service of any such notices shall be complete upon the arrival thereof in the Post Office to which addressed as above required.

COMMUNITY DITCH.

It is understood by the parties that Vendors hereunder and Robert Jackson, who owns real property adjacent to that which is the subject to this agreement, have established an agreement for the rotation of water. Robert Jackson has 1-1/2 shares of water turned in with the water which is the property of the Vendors. Vendors and Jackson have agreed that every 10 days Jackson receives the amount of 25 miner's inches of water for six hours. At all other times, the total stream of water is utilized by the Vendors. Furthermore, Jackson has historically been given the right to use waste water in the waste water ditch which traverses the real property which is the subject matter of this agreement, by notifying the Vendors in advance of such intention. At such times as there is no waste water present in the waste ditch, then Jackson is provided water for six hours every 10 days as previously set forth.

ATTORNEY'S FEES.

If default be made by either party hereto in keeping or performing any of the covenants, conditions or agreements

herein agreed to be kept by them, and the other party is required to employ an attorney to enforce any of the covenants, conditions or agreements herein contained, then and in such event, the party in default agrees to pay, in addition to all other sums herein agreed to be paid by them, a reasonable attorney's fee, together with any costs and disbursements that may be incurred in enforcing this agreement.

PROHIBITION OF ASSIGNMENT.

Vendees recognize that they shall not sell, convey, assign, or otherwise transfer any of their ownership interest in the real property above described to a third party without first having obtained written authorization from the Vendors, which consent shall not be unreasonably withheld by Vendors.

PREPARATION OF AGREEMENT.

The parties recognize that this agreement has been prepared by Robert E. Williams III, as attorney for the Vendors. Vendees agree to reimburse Vendors for one-half the expenses incurred for such legal preparation. Vendors have further been advised that they have the right to seek independent counsel of their own choosing with regard to all matters contained in this agreement.

MEMORANDUM OF AGREEMENT.

A Memorandum of this agreement shall be recorded after the time of closing.

TIME IS OF THE ESSENCE.

It is understood and agreed that failure on the part of the Vendors to require prompt performance on the part of the Vendees shall not extend the time of performance by Vendees, or be a waiver by Vendors of time being the essence of this agreement, it being specifically understood and agreed that time is hereby made the essence of this agreement.

BINDING ON SUCCESSORS.

This agreement shall inure to the benefit of, and be binding upon, the parties hereto, and their respective heirs, executors, administrators and assigns.

SIGNATURES.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names, the day and year in this agreement first above written.

"VENDORS"

Darrell Weldon Esterbrook
DARRELL WELDON ESTERBROOK

Linda Esterbrook
LINDA ESTERBROOK

"VENDEES"

Raul F Gil
RAUL F. GIL

Maria Gil
MARIA GIL

STATE OF IDAHO)
County of Gooding) ss.
~~Jerome~~

On this 13th day of September, 1989, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DARRELL WELDON ESTERBROOK and LINDA ESTERBROOK, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and who acknowledged to me that they executed the same.

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



Janet A Correll
NOTARY PUBLIC for Idaho

STATE OF IDAHO)
County of Gooding) ss.

On this 13th day of September, 1989, before me, the undersigned, a Notary Public in and for said County and State, personally appeared RAUL F. GIL and MARIA GIL, husband and wife, known to me to be the persons whose names are

subscribed to the within and foregoing instrument, and who
acknowledged to me that they executed the same.

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



Janet A. Gorrell
NOTARY PUBLIC for Idaho

TOWNSHIP 5 SOUTH, RANGE 15, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 8: E~~X~~NW~~X~~, NW~~X~~NE~~X~~, EXCEPT tract 33 feet in width on the South side of the NE~~X~~NW~~X~~ and the NW~~X~~NE~~X~~ of said Section 8 for highway purposes as set forth in Deed to State of Idaho, dated November 8, 1933 and recorded July 17, 1934 in Book 25 Deeds Page 406, records of Gooding County, Idaho.

TOWNSHIP 5 SOUTH, RANGE 15, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 8: SW~~X~~NE~~X~~, EXCEPTING THEREFROM the following described parcel of land:

Beginning at the Southwest corner of the SW~~X~~NE~~X~~,
Section 8, Township 5 South, Range 15, East
Boise Meridian;
Thence East 392 feet;
Thence North at right angles 192 feet;
Thence West at right angles 392 feet;
Thence South at right angles to THE POINT OF
BEGINNING 192 feet.

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

SCHEDULE B—Section 2

Exceptions

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

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. 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 or mortgage thereon covered by this Commitment.
6. Taxes for 1989 and subsequent years, which are not yet due and payable.
7. Assessments of the American Falls Reservoir District No. 2 and the rights and powers of said District as by law provided.
8. Assessments of the Big Wood Canal Company and the rights and powers of said Company as by law provided.
9. Right of way for canals, laterals and waste ditches of Big Wood Canal Company.
10. Conditions contained in Right of Way Deed given by Miller and Veile, a corporation, to the State of Idaho, dated November 8, 1933, recorded July 17, 1934 in Book 25 Page 406 as Instrument Number 59577, Gooding County records, affecting a portion of the NE~~X~~NW~~X~~ and the NW~~X~~NE~~X~~ of Section 8, Township 5 South, Range 15, East Boise Meridian.

NOTE: Since the Title Company does not have adequate access to the records of security filings in the office of the Idaho Secretary of State, it assumes no responsibility for any filings or lack of filings as to any claimed security interest concerning goods, chattels, farm products, or fixtures that may affect the herein described real estate. The proposed insured is urged to check the records of the Secretary of State of Idaho.

Exceptions numbered none are hereby omitted.

The Owner's Policy to be issued, if any, shall contain the following items in addition to the ones set forth above:

- (1) The Deed of Trust, if any, required under Schedule B—Section 1, Item (b).
- (2) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing issuance thereof; water rights, claims or title to water.
- (3) Any and all unpaid taxes, assessments and unredeemed tax sales.

Schedule B—Section 2—Page 1—No. BF 023033