

RECEIVED

APR 23 2019

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

IDWR / NORTH

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, [see #6](#) of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
85-04336	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Ruth G Bausch, Daniel N Bausch
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Scott D Cumberland, Michele L Cumberland
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 158 Meadowlark Lane Dr. 10 ID. 83544
Mailing address City State ZIP
- (208) 827-1899 scott.d.cumberland@usace.army.mil
Telephone Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
- ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: 15 NOV 2016
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed [IRS Form W-9](#) for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed [Lessor Designation](#) form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
- ☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- ☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- ☒ Filing fee (see instructions for further explanation):
- ☒ \$25 per undivided water right.
 - ☐ \$100 per split water right.
 - ☐ No fee is required for pending adjudication claims.
- ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
- ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: [Signature] 08 MAR 19
Signature of new owner/claimant Title, if applicable Date
- Signature: Michele L. Cumberland 3-8-19
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by _____ Date _____ Receipt No. N0834206 Receipt Amt. \$2500

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by _____ Processed by NS Date 6-7-19

235421

Instrument # 235421

CLEARWATER COUNTY, OROFINO, IDAHO

3-29-2019 02:14:05 PM No. of Pages: 3

Recorded for: ALISON BRANDT

CARRIE BIRD

Fee: 15.00

Ex-Officio Recorder Deputy

Index to: DEED, QUIT-CLAIM

Return

QUITCLAIM DEED

THIS INDENTURE, made this 29th day of March, 2019, between Scott D. Cumberland, also known as Scott Dan Cumberland, and Michele L. Cumberland, also known as Michele Louise Cumberland, husband and wife, Grantor, and Scott D. Cumberland and Michele L. Cumberland, husband and wife, 158 Meadowlark Lane, Orofino, Idaho 83544, hereinafter referred to as Grantee.

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) lawful money of the United States of America, and other good and valuable consideration, to him in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these presents remise, release and forever quitclaim unto the said Grantee, and to said Grantee's heirs, successors and assigns his undivided interest in all that certain lot, piece, or parcel of land, including any after acquired title or interest, situate, lying, and being on said property, located in Clearwater County, Idaho, described as follows, to-wit:

See attached Exhibit "A" attached hereto and incorporated herein

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, including after acquired title or interest.

TO HAVE AND TO HOLD, all and singular the said premises, together with appurtenances, unto the Grantee, and to her heirs, successors, and assigns forever.

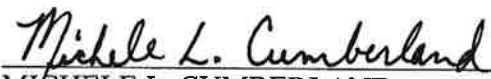
IN WITNESS WHEREOF, the Grantor has hereunto set his hand the day and year first above written.


SCOTT D. CUMBERLAND

Grantor

STATE OF IDAHO

County of Clearwater

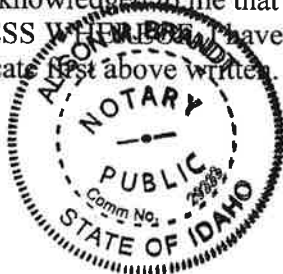

MICHELE L. CUMBERLAND

Grantor

)
) ss.
)

On this 29 day of March, 2019, before me, a notary public in and for the State of Idaho, personally appeared Scott Dan Cumberland and Michele Louise Cumberland, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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




Notary Public in and for Idaho.
Commission Expires: 2-26-22

QUITCLAIM DEED

Exhibit "A"

A parcel of land situate in the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 19, Township 36 North, Range 2 East, Boise Meridian, Clearwater County, State of Idaho, more particularly described as follows:

Commencing a 1 $\frac{1}{2}$ " diameter steel axel marking the North $\frac{1}{4}$ corner of said Section 19; thence, along the North boundary line of said Section 19, North $89^{\circ}42'15''$ East a distance of 385.43 feet to a $\frac{5}{8}$ " diameter rebar; thence, leaving said North boundary line, South $26^{\circ}20'07''$ East a distance of 536.85 feet to a $\frac{5}{8}$ " diameter rebar, said point being the **True Point of Beginning**; thence North $88^{\circ}22'44''$ East a distance of 764.58 feet to an existing fence corner; thence, along an existing fence line, South $00^{\circ}32'19''$ East a distance of 368.26 feet to a fence corner; thence, continuing along said fence line, South $89^{\circ}19'40''$ East a distance of 1239.00 feet to a $\frac{5}{8}$ " diameter rebar located on the East boundary line of said Section 19; thence, leaving said fence line, along said East boundary line, South $00^{\circ}15'08''$ West a distance of 466.57 feet to a $\frac{5}{8}$ " diameter rebar marking the Southeast corner of said North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 19; thence, leaving said East boundary line, along the South boundary line of said North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 19, South $89^{\circ}58'01''$ West a distance of 1320.09 feet to a $\frac{5}{8}$ " diameter rebar; thence, continuing along said South boundary line, South $89^{\circ}58'01''$ West a distance of 67.88 feet to a set $\frac{5}{8}$ " diameter by 30" long rebar with a PLS 11593 plastic cap located in the Northerly right-of-way line of State Highway 7, also known as the Gilbert Grade Road; thence, leaving said South boundary line, along said right-of-way line, North $41^{\circ}52'26''$ West a distance of 57.65 feet to a point; thence around a 341.12 foot radius curve to the left through a central angle of $58^{\circ}36'39''$ an arc distance of 348.95 feet, said curve having a chord bearing and length of North $71^{\circ}10'45''$ West 333.93 feet, to a set $\frac{5}{8}$ " diameter by 30" long rebar with a PLS 11593 plastic cap; thence South $79^{\circ}30'55''$ West a distance of 2.50 feet to a point; thence around a 70.09 foot radius curve to the right through a central angle of $29^{\circ}26'45''$ an arc distance of 36.02 feet, said curve having a chord bearing and length of North $85^{\circ}45'42''$ West 35.63 feet, to a point; thence North $71^{\circ}02'18''$ West a distance of 44.00 feet to a point; thence around a 730.04 foot radius curve to the left through a central angle of $20^{\circ}15'56''$ an arc distance of 258.22 feet, said curve having a chord bearing and length of North $81^{\circ}10'16''$ West 256.87 feet, to a $\frac{5}{8}$ " diameter rebar; thence, leaving said right-of-way line, North $17^{\circ}02'21''$ West a distance of 347.31 feet to a $\frac{5}{8}$ " diameter rebar; thence North $13^{\circ}52'35''$ West a distance of 18.40 feet to a wood fence

corner set in concrete in a metal container; thence North 42°11'17" East a distance of 46.38 feet to a set 5/8" diameter by 30" long rebar with a PLS 11593 plastic cap located on the Easterly side of an existing skid trail; thence, along the Easterly side of said skid trail, North 08°27'23" West a distance of 75.92 feet to a point; thence North 15°21'01" East a distance of 90.45 feet to a set 5/8" diameter by 30" long rebar with a PLS 11593 plastic cap; thence North 48°21'55" East a distance of 77.98 feet to a point; thence North 43°34'16" East a distance of 30.35 feet to a set 5/8" diameter by 30" long rebar with a PLS 11593 plastic cap; thence, leaving said skid trail, North 88°22'44" East a distance of 54.44 feet to a 5/8" diameter rebar, said point being the **True Point of Beginning**.

Said parcel containing 28.07 acres, more or less.

Subject to any easements written, unwritten, recorded or unrecorded.

STATE OF IDAHO
County of Clearwater

I hereby certify that the foregoing is a full, true and correct copy of an instrument as the same now remains on file and of record in my office. **WITNESS** my hand and official seal hereto affixed.

this 5 day of April A.D. 20 19
CARRIE BIRD, CLERK OF THE DISTRICT
COURT EX-OFFICIO AUDITOR & RECORDER

By Deputy Jessica Bonds



IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

3/8/2019

Water Right 85-4336

Owner Type **Name and Address**
Current Owner RUTH G BAUSCH
4656 GILBERT GRADE
OROFINO, ID 83544
(208) 476-5613

Current Owner DANIEL N BAUSCH
4656 GILBERT GRADE
OROFINO, ID 83544
(208) 476-5613

Priority Date: 7/1/1965

Basis: Decreed

Status: Active

Source
SPRINGS

Tributary
SINKS

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
STOCKWATER	1/01	12/31	0.005 CFS	
DOMESTIC	1/01	12/31	0.005 CFS	
	<u>Total Diversion</u>		0.010 CFS	

Source and Point(s) of Diversion

SPRINGS SENWNE Sec. 19, Twp 36N, Rge 02E, CLEARWATER County

Place Of Use

STOCKWATER within CLEARWATER County

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
36N	02E	19	X	X															

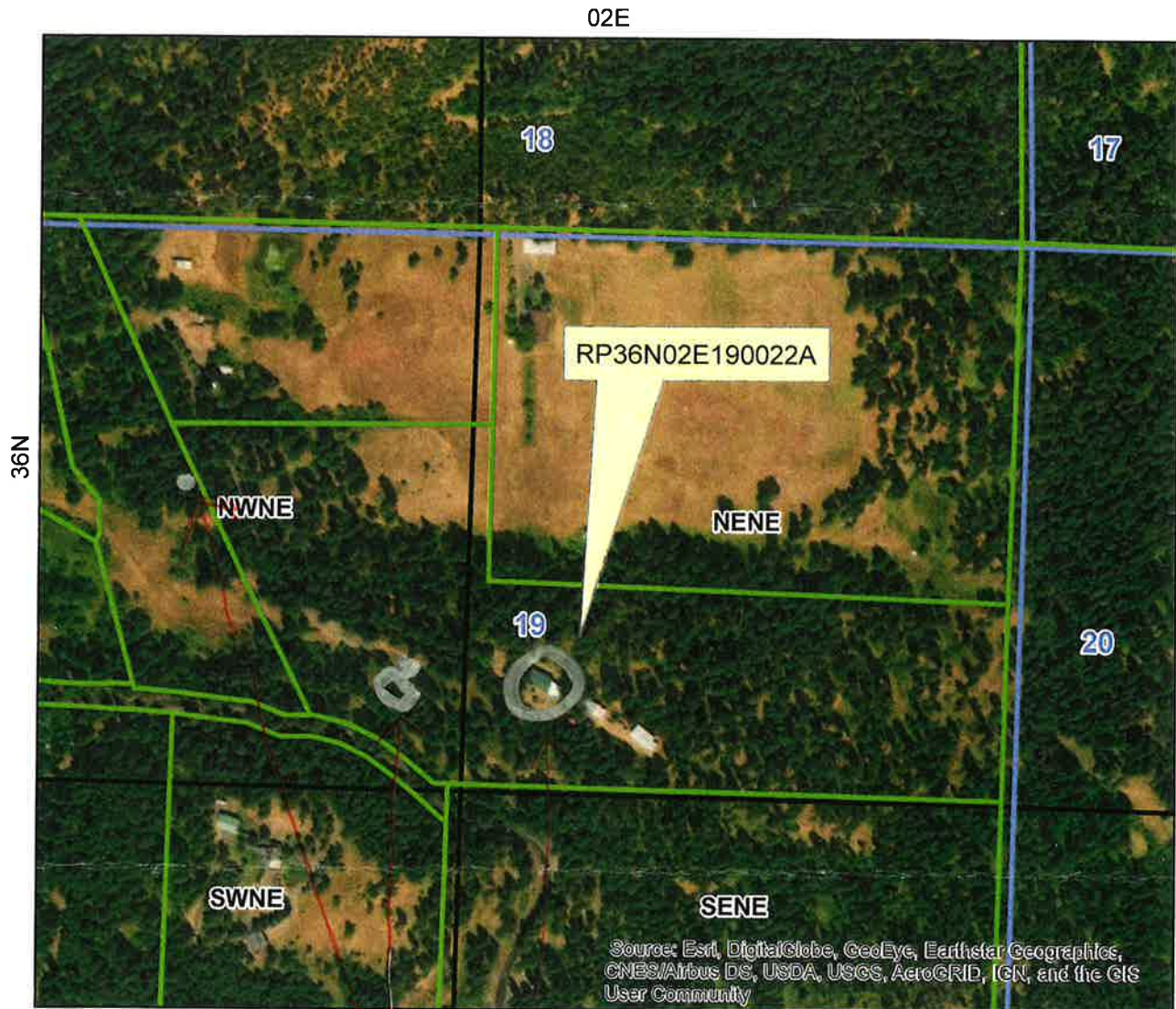
DOMESTIC within CLEARWATER County

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
36N	02E	19	X																

Conditions of Approval:

1. C18 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.
2. N13 THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.
3. N11 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A

State of Idaho
Department of Water Resources
Notice Of Change In Water Right Ownership



- PLS Sections
- Quarter Quarters
- Taxlots

P.O.D.
P.O.U.

0 0.05 0.1 0.2 Miles

remarks: two springs
manifolded together

Tax parcel information provided by Clearwater County.



Cumberland, Scott D CIV USARMY CENWW (US)

From: Steading, Natalie <Natalie.Steading@idwr.idaho.gov>
Sent: Friday, May 03, 2019 8:59 AM
To: Cumberland, Scott D CIV USARMY CENWW (US)
Subject: [Non-DoD Source] RE: water right application

RECEIVED

MAY 17 2019

IDWR / NORTH

Sounds good! The documents can also be emailed to me or to our northern info email address (northerninfo@idwr.idaho.gov) as long as the copies we received are notarized. If you mail it to the info box, our Admin Assistant and Regional Manager will be able to see them too and can put the documents with the file if I'm out of the office.

Natalie Steading
Idaho Dept. of Water Resources, Northern
7600 N Mineral Drive, Ste 100
Coeur d'Alene, ID 83815
Ph. (208) 762-2800
Fax (208) 762-2819

-----Original Message-----

From: Cumberland, Scott D CIV USARMY CENWW (US) [<mailto:Scott.D.Cumberland@usace.army.mil>]
Sent: Thursday, May 02, 2019 4:47 PM
To: Steading, Natalie <Natalie.Steading@idwr.idaho.gov>
Subject: RE: water right application

Thank you natalie. I will give andrea a call. There were three different interim owners.

-----Original Message-----

From: Steading, Natalie [<mailto:Natalie.Steading@idwr.idaho.gov>]
Sent: Thursday, May 02, 2019 2:57 PM
To: Cumberland, Scott D CIV USARMY CENWW (US) <Scott.D.Cumberland@usace.army.mil>
Subject: [Non-DoD Source] RE: water right application

Hi Mr. Cumberland,

I checked in with our legal team to see how to proceed with the ownership change, and because the quit claim you submitted does not show how you came to own the property, IDWR needs a copy of the conveyance document(s) showing how the water rights (and real property) passed from the Baushs to you. There are many different types of conveyance documents, depending on the unique circumstances of the specific conveyance. Who did you buy the property from or did you acquire the property via inheritance? If purchased from the Baushs, then IDWR needs a copy of the deed between you and the Baushs. If there was an interim owner, then you may need the assistance of a title company to help you connect the dots. If you acquired via inheritance, then IDWR can process the change of ownership if you submit a copy of the final will and testament.

If you have additional questions, you are welcome to contact IDWR's legal counsel, Deputy Attorney General Andrea Courtney at 208-287-4812 or andrea.courtney@idwr.idaho.gov. She may be able to explain further (she is super knowledgeable!).

Sincerely,

Natalie Steading
Idaho Dept. of Water Resources, Northern
7600 N Mineral Drive, Ste 100
Coeur d'Alene, ID 83815
Ph. (208) 762-2800
Fax (208) 762-2819

-----Original Message-----

From: Cumberland, Scott D CIV USARMY CENWW (US) [mailto:Scott.D.Cumberland@usace.army.mil]
Sent: Monday, April 29, 2019 6:24 AM
To: Steading, Natalie <Natalie.Steading@idwr.idaho.gov>
Subject: water right application

Natalie, this is Scott Cumberland on change of water right ownership no. 85-4336. We sent you a deed that was submitted and accepted by Clearwater county. I even had an attorney submit it. As far as showing the ownership back, the ownership was by Ruth and Daniel Baush who are deceased. The state has that information. What else can I do to get my application processed? Sincerely, Scott.

WARRANTY DEED

THIS INDENTURE, Made this 16th day of August, in the year of our Lord One Thousand, Nine Hundred Sixty, between Conrad M. Krieger and Evelyn Mae Krieger, husband and wife, of Orofino, County of Clearwater, State of Idaho, the parties of the first part, and Hurley B. Swan and Lucile M. Swan, husband and wife, of Orofino, County of Clearwater, State of Idaho, the parties of the second part,

WITNESSETH:

That the said parties of the first part, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, to them in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, do by these presents hereby grant, bargain, sell and convey unto the said parties of the second part, and to their heirs and assigns for ever, all the following described real property, situated in Clearwater County, State of Idaho, to wit:

All of the North Half of the Northeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$) of Section Nineteen (19), Township Thirty-six (36) North, Range Two (2), East of the Boise Meridian, lying and being north of State Highway No. 7, EXCEPTING a tract described as follows: Beginning at the Northwest corner of the Northwest Quarter of the Northeast Quarter of said Section 19, Township 36 North, Range 2, East of the Boise Meridian, thence South and along the West line of the said Northwest Quarter of the Northeast Quarter of said Section 19 to the point of intersection of said west line with the northerly boundary line of the right of way of Highway No. 7; thence southeasterly and along the north right of way line of said state highway, a distance of nine hundred sixty (960) feet to a point; thence in a north and westerly direction to a point on the north boundary line of the said Northwest Quarter of the Northeast Quarter of the said Section 19, which point lies four hundred thirty (430) feet east of the northwest corner of the said Northwest Quarter of the Northeast Quarter of the said Section 19; thence west a distance of four hundred thirty (430) feet along the said north line of the said Northwest Quarter of the Northeast Quarter

of said Section 19 to the point of beginning, being an irregular tract of land lying wholly in the said Northwest Quarter of the Northeast Quarter of the said Section 19, Township 36 North, Range 2, East of the Boise Meridian.

EXCEPTING AND RESERVING an easement across the southerly portion of the conveyed property for the purpose of a road right of way for ingress and egress as the same is presently situated with the right to improve, gravel, ditch, slope and maintain the same so as to provide and maintain a good and usable road for the use of the grantor for ingress and egress to the adjacent property reserved to the grantors.

RESERVING ADDITIONALLY to the grantors all surface run off waters from the adjacent and reserved land of the grantors and all water originating on the lands retained by the grantors; the right of the grantees to water being limited to certain springs located on the property hereby conveyed to the grantees,

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the remainder and remainders, reversion and reversions, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the said parties of the first part, either at law or in equity, of, in and to the above described premises.

TO HAVE AND TO HOLD the same unto the said parties of the second part, their heirs and assigns forever.

And the said parties of the first part, for themselves, their heirs and assigns do covenant and agree to and with the said parties of the second part, their heirs and assigns, that, at the time of the enrolling and delivery of these presents, they are well seized of the premises above conveyed in fee simple absolute and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of what kind or nature

soever;

And the above bargained premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said parties of the first part and their assigns shall and will warrant and forever defend.

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

Conrad H. Krieger
Conrad H. Krieger

Evelyn Mae Krieger
Evelyn Mae Krieger

STATE OF IDAHO)
County of Clearwater) ss.

On this 16th day of August, in the year 1960, before me, the undersigned, a notary public in and for the State of Idaho, personally appeared Conrad H. Krieger and Evelyn Mae Krieger, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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

R. M. Nichols
Notary Public
In and for the State of Idaho.
Residing at Orofino, Idaho.

My commission expires on the 17th day of October, 1960.

THIS AGREEMENT, Made this 4th day of May, 1966, by and between ELTON F. CORBIT and FLORINE ANN CORBIT, husband and wife, of Crofino, County of Clearwater, State of Idaho, the parties of the first part, and DANIEL N. BAUSCH and RUTH G. BAUSCH, husband and wife, of Crofino, County of Clearwater, State of Idaho, the parties of the second part;

WITNESSETH, as follows:

I.

The parties of the first part, for and in consideration of the covenants hereinafter contained on the part of the parties of the second part, do hereby sell and agree to convey unto the parties of the second part, by Warranty Deed in the usual form, upon the prompt and full performance by the parties of the second part of the terms of this agreement, a good and clear title, free from all incumbrances, to the following described real property, situate in the County of Clearwater, State of Idaho, to-wit:

All that part of the $N\frac{1}{2}NE\frac{1}{4}$ of Section 19, Township 36 North, Range 2 E.B.M., lying and being north of State Highway No. 7

EXCEPTING

Beginning at the northwest corner of the $NW\frac{1}{4}NE\frac{1}{4}$ of said Section 19; thence

South along the west line of said $NW\frac{1}{4}NE\frac{1}{4}$ to the point of intersection with the northerly right of way line of said State Highway No. 7; thence

Southeasterly along said right of way line 960 feet; thence Northwesterly (along a line extending between the last mentioned point and a point on the north line of said $NW\frac{1}{4}NE\frac{1}{4}$ which is 430 feet east of the northwest corner of said $NW\frac{1}{4}NE\frac{1}{4}$) to a point 450 feet south of the north line of said $NW\frac{1}{4}NE\frac{1}{4}$, when measured at right angles therefrom; thence

East to a point 1040 feet west of the east line of the $NE\frac{1}{4}NE\frac{1}{4}$ of said Section 19; thence

South 370 feet; thence

East 1040 feet to the east line of said $NE\frac{1}{4}NE\frac{1}{4}$; thence North 820 feet to the northeast corner of said $NE\frac{1}{4}NE\frac{1}{4}$; thence

West to the point of beginning

EXCEPTING ALSO

1. An easement heretofore reserved across the southerly portion of said premises for the purpose of a road right of way for ingress and egress as the same is presently situated, with the right to improve, gravel, ditch, slope and maintain the same so as to provide and maintain a good and usable road for ingress and egress to adjacent property.
2. All run off waters from the adjacent land and all water originating on adjacent land, heretofore reserved.
3. An easement and right of way over and across the existing roadway in the NW-NE $\frac{1}{4}$ of said Section 19, extending from the State Highway northerly across said premises.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

II.

The parties of the second part hereby covenant and agree to pay to the parties of the first part, as and for the purchase price of the said premises, the full sum of Four Thousand Fifty-One and 68/100 Dollars (\$4,051.68), to be paid in monthly installments of Fifty Dollars (\$50.00) each, on the 25th day of each month, until the whole of the said principal sum shall have been paid, the first of such monthly installments to be made on the 25th day of May, 1966, with interest on all deferred payments, computed upon the balance remaining due from time to time from the date hereof until paid, at the rate of Six Per Cent (6%) per annum, and each monthly payment so made shall be applied first to accrued, but unpaid interest, and then to principal; provided, however, that the parties of the second part may make payments of more than the monthly installments hereinabove specified, and to that extent prevent further accrual of interest, and may prepay this contract at any time by paying to the parties of the first part the balance then remaining unpaid on principal, plus the accrued interest thereon to date of payment.

III.

It is further stipulated and agreed that the moneys to be paid under this contract shall be paid through Hengen Real Estate, of Orofino, Idaho, hereby designated as the escrow holder; and the Deed to be executed by the parties of the first part shall be executed concurrently with the execution of this agreement, and placed in escrow with the said escrow holder, to be held by the said escrow holder until the purchase price is paid in full as herein provided; and upon the final payment of the said purchase price, the said Deed shall be delivered by the said escrow holder to the parties of the second part; and the said escrow holder is hereby authorized to affix to said Deed such revenue stamps as are required by the laws of the United States, and to charge the cost of the same to the parties of the first part. It is agreed that, aside from the faithful accounting of funds so deposited with the said escrow holder under this agreement, no responsibility is to be attached to the said escrow holder. It is further agreed that all escrow charges shall be borne by the parties hereto in equal shares.

IV.

Taxes for the year, 1966, shall be pro-rated between the parties hereto as of the date of this agreement; all taxes, special assessments and special taxes levied and assessed after the year, 1966, shall be paid by the parties of the second part, prior to the delinquency thereof.

V.

The parties of the second part shall not and will not transfer or assign this agreement, or any of their interest therein, without the previous written consent of the parties of the first part, and any such assignment or transfer, without such previous written consent shall not vest in the transferee

or assignee any right, title or interest herein or hereunder, or in the said premises, but shall render this contract null and void, at the election of the parties of the first part; provided that the parties of the first part shall not arbitrarily withhold such consent, in the event the parties of the second part request such consent for an assignment to a financially responsible individual.

VI.

It is further agreed between the parties hereto that the parties of the second part may, at any time during the term of this contract, remove timber from the said premises; but upon any such removal and sale of said timber, the parties of the second part shall pay to the parties of the first part the sum of \$7.00 for each one thousand feet of such timber so removed, the said payments to be in addition to the monthly installments hereinabove provided for.

VII.

The parties of the first part specifically agree that they will furnish to the parties of the second part four well rings, top and lid, and one load of gravel, all of the same to be delivered to the said premises within 30 days from the date of this agreement.

VIII.

The parties of the second part may make such alterations and repairs as may be necessary upon the said premises, and shall maintain the same in as good condition as they now are, reasonable wear and tear excepted; provided, however, that the parties of the second part shall permit no liens or incumbrances to attach against the said premises, and shall be solely responsible for any damage to the said premises, or any part thereof.

IX.

In the event that the said parties of the second part shall fail to make any of the payments, or any part thereof, or shall fail to perform any of the covenants herein on their part made and entered into, time being of the essence of this agreement, and shall remain in default after thirty (30) days written notice by the parties of the first part to the parties of the second part to perform or correct such defaults, which notice shall specify the defaults complained of, then the parties of the first part may exercise either one of the following two options:

A. Declare the full amount of the unpaid balance under this contract as immediately due and payable, and may require the parties of the second part to pay the whole of such sum within thirty (30) days from the expiration of such notice to perform; or

B. Terminate this agreement, and in the event of such termination, all payments made by the parties of the second part shall be retained by the parties of the first part as rental and as liquidated damages for the breach of this agreement by the parties of the second part, and the parties of the first part shall have the right to re-enter and take possession of the said premises, with all the buildings and improvements then thereon.

X.

It is agreed that any notice given under the terms of this agreement shall be deemed given upon the deposit in the United States mails of such notice, properly addressed to the parties of the second part, with postage thereon prepaid; and the said period shall be deemed to have commenced on the day on which the notice was so deposited; the receipt for the mailing of such

notice by certified mail being sufficient proof of service thereof.

XI.

The parties of the second part shall be entitled to possession of the said premises immediately upon the execution of this agreement, and shall be entitled to so remain in possession so long as they are not in default under the terms of this agreement.

XII.

In any suit or proceeding by the parties of the first part against the parties of the second part, or by the parties of the second part against the parties of the first part, to enforce the provisions of this contract, or in any way arising out of or connected herewith, the prevailing party or parties in such suit or action shall receive from the losing party or parties, in addition to costs of suit, a reasonable sum as determined by the court for such prevailing parties attorney's fees.

XIII.

It is specifically understood and agreed between the parties hereto that the parties of the first part are presently purchasing the above described premises under a Contract of Sale from Orrin C. Wood, and it is the contemplation of the parties that the payments made under the terms of this contract shall be applied upon the purchase price still owing under the Wood Contract; and the escrow holder hereinabove designated is hereby specifically authorized to apply such payments, as and when received, to the said Wood Contract.

XIV.

All covenants and agreements herein contained shall inure to the benefit of and be binding upon the respective heirs, personal representatives and lawful assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set

their hands and seals the day and year in this instrument first above written.

Elton F. Corbit SEAL

Florine Ann Corbit SEAL
Parties of the first part

Daniel N. Bausch SEAL

Ruth G. Bausch SEAL
Parties of the second part

STATE OF IDAHO)
County of Clearwater) ss.

On this 31st day of May, 1966, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Elton F. Corbit and Florine Ann Corbit, husband and wife, and Daniel N. Bausch and Ruth G. Bausch, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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

Morris L. Thompson
Notary Public in and for the
State of Idaho, residing at
Orofino, therein.

CONSENT TO SALE

I, Orrin C. Wood, do hereby consent to the sale of the premises hereinabove described, under the terms contained in the within Contract of Sale.

DATED this 20th day of May, 1966.

Orrin C Wood

COMMUNITY PROPERTY AGREEMENT

THIS AGREEMENT, Made and entered into this 28 day of August, 1970, by and between DANIEL N. BAUSCH and RUTH GRACE BAUSCH, husband and wife, of Orofino, County of Clearwater, State of Idaho;

WHEREAS, the parties hereto are husband and wife, and are the owners of property, including community personal property and community real property described as follows, to-wit:

Lot Two (2), Block Four (4), Bowler's Sub-Division, adjacent to Orofino, County of Clearwater, State of Idaho, according to the recorded plat thereof; and

All that part of the $N\frac{1}{2}NE\frac{1}{4}$ of Section 19, Township 36 North, Range 2, E. B. M., lying and being north of State Highway No. 7;

EXCEPTING

Beginning at the northwest corner of the $NW\frac{1}{4}NE\frac{1}{4}$ of said Section 19; thence

South along the west line of said $NW\frac{1}{4}NE\frac{1}{4}$ to the point of intersection with the northerly right of way line of said State Highway No. 7; thence Southeasterly along said right of way line 960 feet; thence Northwesterly (along a line extending between the last mentioned point and a point on the north line of said $NW\frac{1}{4}NE\frac{1}{4}$ which is 430 feet east of the northwest corner of said $NW\frac{1}{4}NE\frac{1}{4}$) to a point 450 feet south of the north line of said $NW\frac{1}{4}NE\frac{1}{4}$ when measured at right angles therefrom; thence East to a point 1040 feet west of the east line of the $NE\frac{1}{4}NE\frac{1}{4}$ of said Section 19; thence South 370 feet; thence East 1040 feet to the east line of said $NE\frac{1}{4}NE\frac{1}{4}$; thence North 820 feet to the northeast corner of said $NE\frac{1}{4}NE\frac{1}{4}$; thence West to the point of beginning

AND EXCEPTING ALSO

1. An easement heretofore reserved across the southerly portion of said premises for the purpose of a road right of way

for ingress and egress as the same is presently situated,
with the right to improve, gravel, ditch, slope and maintain
the same so as to provide and maintain a good and usable
road for ingress and egress to adjacent property.

2. All run off waters from the adjacent land and all water
originating on adjacent land, heretofore reserved.

3. An easement and right of way over and across the existing
roadway in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 19, extending from
the State Highway northerly across said premises

and that said parties are desirous that the above described property, together
with community property hereinafter acquired, shall pass without delay and
expense, upon the death of either, to the survivor;

THEREFORE, for and in consideration of the sum of One Dollar (\$1.00)
in hand paid, and other valuable consideration, the receipt of which is hereby
acknowledged by each party, and also in consideration of the love and affection
that each party bears for the other and the mutual benefits to be derived by the
parties hereto, it is hereby agreed, covenanted and promised:

I.

The real property above described, with all appurtenances and fixtures
thereto, and all personal property now owned or hereafter acquired, and all
community property that may hereafter be acquired, shall be considered and
hereby declared to be community property and to the extent necessary to accomplish
this, we do hereby transfer, grant and convey all our property and specifically
that set out in the above description, to each other as community property.

II.

Any property, real or personal, hereafter acquired by either party from
any source whatsoever, including property acquired by gift, devise, bequest or

descent, shall become and remain the community property of the parties hereto.

III.

In the event of the death of either party, while the other party survives, all community property now owned by the parties and that hereafter acquired, shall immediate vest in the surviving party in fee simple.

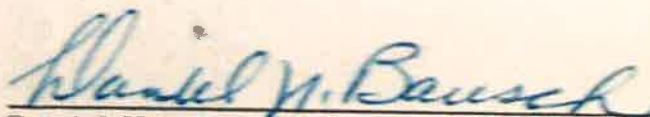
IV.

That if either of the parties hereto are hereafter judicially declared incompetent and placed in an institution, the other party may revoke this agreement by giving ten (10) days notice of his or her intention to revoke, which notice shall be served on the administrator of any hospital or institution where the other party resides. Said notice may be served by certified mail with sufficient postage attached thereto to assure delivery.

V.

This agreement may be extended to cover additional property by the execution and recording of additional exhibits, without the necessity of a new agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first hereinabove written.

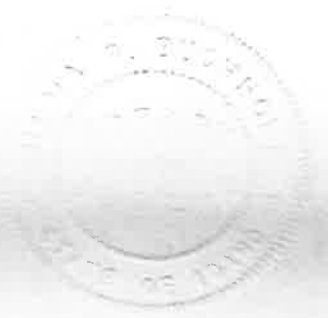

Daniel N. Bausch


Ruth Grace Bausch

STATE OF IDAHO)
) ss
County of Clearwater)

On this 25 day of August, 1970, before me, the undersigned, a
Notary Public in and for the State of Idaho, personally appeared DANIEL N.
BAUSCH and RUTH GRACE BAUSCH, husband and wife, known to me to be the
persons whose names are subscribed to the within and foregoing instrument, and
acknowledged to me that they executed the same.

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



William J. Russell

Notary Public in and for the State of Idaho
residing at Orofino, therein

MORTGAGE

INDEXED
FILMED
DELIVERED
MAILED

July, 1973.
Gangle Hayden Recorder
Marion Blanton Deputy

THIS INDENTURE, Made this 9th day of September, 1970, between
CONRAD H. KRIEGER and EVELYN MAE KRIEGER, husband and wife, of
Orofino, County of Clearwater, State of Idaho, the parties of the first part,
and NELS L. WESTEGAARD or ELNORA J. WESTEGAARD, husband and
wife, of Orofino, County of Clearwater, State of Idaho, the parties of the
second part;

WITNESSETH, that the said parties of the first part, for and in con-
sideration of the sum of Three Thousand Six Hundred Dollars (\$3,600.00),
lawful money of the United States, do by these presents grant, bargain,
sell and convey unto the said parties of the second part, and to their heirs
and assigns forever, all that certain real property situate in the County of
Clearwater, State of Idaho, and bounded and particularly described as
follows, to-wit:

A portion of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 19, Township 36 North,
Range 2 E.B.M., described as:

Beginning at the northwest corner of said NW $\frac{1}{4}$ NE $\frac{1}{4}$; thence

South along the west line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ to the point of
intersection of said west line with the northerly boundary
line of the right of way of Highway No. 7; thence
Southeasterly along said right of way line 960 feet; thence
Northwesterly to a point on the north line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$
which is 430 feet east of the northwest corner thereof;
thence

West 430 feet to the point of beginning.

together with all and singular the tenements, hereditaments and appur-
tenances thereunto belonging or in anywise appertaining.

This grant is intended as a mortgage to secure the payment of one
certain Promissory Note of even date herewith, executed and delivered by
the said Conrad H. Krieger and Evelyn Mae Krieger, husband and wife, to

the said parties of the second part, for the principal sum of \$3,600.00, with interest at 10% per annum, and payable in monthly installments of \$116.17, including interest, beginning on the 9th day of October, 1970.

AND THESE PRESENTS SHALL BE VOID IF SUCH PAYMENT BE MADE.

But in case default shall be made in the payment of the said principal sum of money, or any part thereof, as provided in the said Note, or if the interest be not paid as therein specified, then it shall be optional with the said parties of the second part, their heirs, executors, administrators or assigns, to consider the whole of the said principal sum expressed in said Note as immediately due and payable, and to immediately enter into and upon, all and singular, the above described premises, and to sell and dispose of the same according to law; and out of the money arising from such sale to retain the principal and interest which shall then be due on said Promissory Note, together with the costs and charges of the foreclosure suit, including a reasonable sum as attorney's fees and also the amounts of all such payments of taxes, assessments, incumbrances or insurance as may have been made by the said parties of the second part, their heirs, executors, administrators or assigns, with the interest on the same, rendering the overplus of the purchase money (if any there shall be) unto Conrad H. Krieger and Evelyn Mae Krieger, husband and wife, the parties of the first part, their heirs, executors, administrators or assigns.

And the said parties of the first part do hereby covenant, promise and agree to and with the said parties of the second part, to pay and discharge, at maturity, all such taxes or assessments, liens, or other incumbrances, now subsisting or which may be in effect a prior charge thereon during the continuance hereof; and further, to keep all buildings at

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

Evelyn Mae Krueger SEAL

Filed and recorded at the request of _____
 9/30, clock 11:30, this 10 day of Sept 1920
 H. H. Dwyer By: Francis Phelan
 J. W. H. Auditor-Recorder Deputy
 Clearwater County, Idaho
 Fee: _____ Return: _____

Notary Public in and for the
State of Idaho, residing at
Orofino, therein.

101194

SALE DESCRIPTION AND AGREEMENTS ON A TRACT LAND

RECEPTION (M)
INDEXED (X)
FILMED ()
DELIVERED ()
MAILED ()

Conrad H. Krieger and Evelyn Mae Krieger made to Daniel N. Bausch and Ruth Grace Gausch May 18, 1972.

A portion of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 19, Township 36 North, Range 2 E.B.M., described as:

Beginning at the northwest corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 19; thence South along the West line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ to the point of intersection of said West line with the northerly boundary line of the right of way of State Highway No. 7; thence southeasterly along the north right of way line of said highway, a distance of 538 feet, which is the TRUE POINT OF BEGINNING; thence

N. 17°20' W. 363 feet; thence
N. 22°35' E. 26 feet; thence
N. 4°05' W. 75 feet; thence
N. 41°0' W. 99 feet; thence
N. 17°20' W. to a point which is 245 feet East of the northwest corner of said NW $\frac{1}{4}$ NE $\frac{1}{4}$; thence
East 185 feet; thence
Southeasterly to a point which is 422 feet East of the point of beginning; thence
West to the TRUE POINT OF BEGINNING.

Including four more pages beside this one as follows;

1. A notarized page of agreements, which all four parties signed.
2. A tracing numbered page one, off the Clearwater County A.S.C. air photograph map taken 7-8-1972, which explains how measurements were made, also showing dividing line, underground telephone and present sewer etc.
3. A sketch map which is numbered page two, showing measurements, type corners, also was notarized and signed by Conrad H. Krieger and Daniel N. Bausch.
4. A notarized page from Janice Dahl, who witnessed and put her Notary Seal at the time the sale was made, 5-18-1972.

AGREEMENT BETWEEN KRIEGER & BAUSCH MADE TO BAUSCH'S ON THIS REAL ESTATE SALE

1. Krieger will release a tract of land for \$2400.00
2. The only indebtedness against this land is Nels L. Westegaard holds a mortgage for a balance of \$1600.00 and some odd dollars.
3. Westegaard will release this above mortgage from the tract of land he is keeping for his self and transfer this mortgage to Dan Bausch on the tract of land Bausch is buying.
4. Westegaard will hold the road right of way to this tract of land as it exists now till his mortgage is paid off by Bausch.
5. Krieger will release his road right of way on this tract of land.
6. Krieger will hold the same water rights on the tract he is keeping West and above Bausch as he did August 12, 1960, when he first subdivided to Hurley B. Swan and Lucile M. Swan when he owned all NW 1/4 NE 1/4 of Section 19, Township 36 North Range 2 E. B. M. lying and being North of State Highway No. 7.
The only water on this tract of land being sold to Bausch now known, showed up this spring during winter break up 1972. There was a fault and earth slide which the water comes out below it now. It's quality and length of output is unknown at this date.
7. Neither Krieger or Bausch will excavate within 50 level measured feet of the dividing line between the land as shown on map with out a written consent of the other, with power equipment.
8. Bausch will allow the phone line to remain as it exists, buried beneath the present road right of way of this tract he is buying, as shown on map.
9. Bausch has been shown where Kriegers sewer disposal lines run just above dividing line fence, on the tract their keeping.
10. Bausch will pay the Balance to Krieger from the difference left from the Westegaard Mortgage to the sum of \$2400.00 dollars, at the time contract is completed, excluding the \$125.00 Earnest Money.
11. The Westegaard Mortgage interest rate to Bausch shall be Ten Per Cent annual amount, the same as it was to Westegaard from Kriegers. Also present place shall be Clearwater Abstract Office, Orofino, Idaho. Bausch shall pay the Abstract Co. their fee for holding his monthly payments.
12. Krieger will pay for the sale contract, deed to Bausch and Title of Insurance.
13. A 1961 Clearwater County A.B. C. Farm Map, photographed 7-8-1961, and also two pages telling how measurements were made will be furnished, as there was no survey. These are in agreement with both parties.

DATE 5-18-72

WITNESS

Larissa Dahl
Notary Public

Conrad H. Krieger
Conrad H. Krieger

Frank M. Bausch
Frank M. Bausch

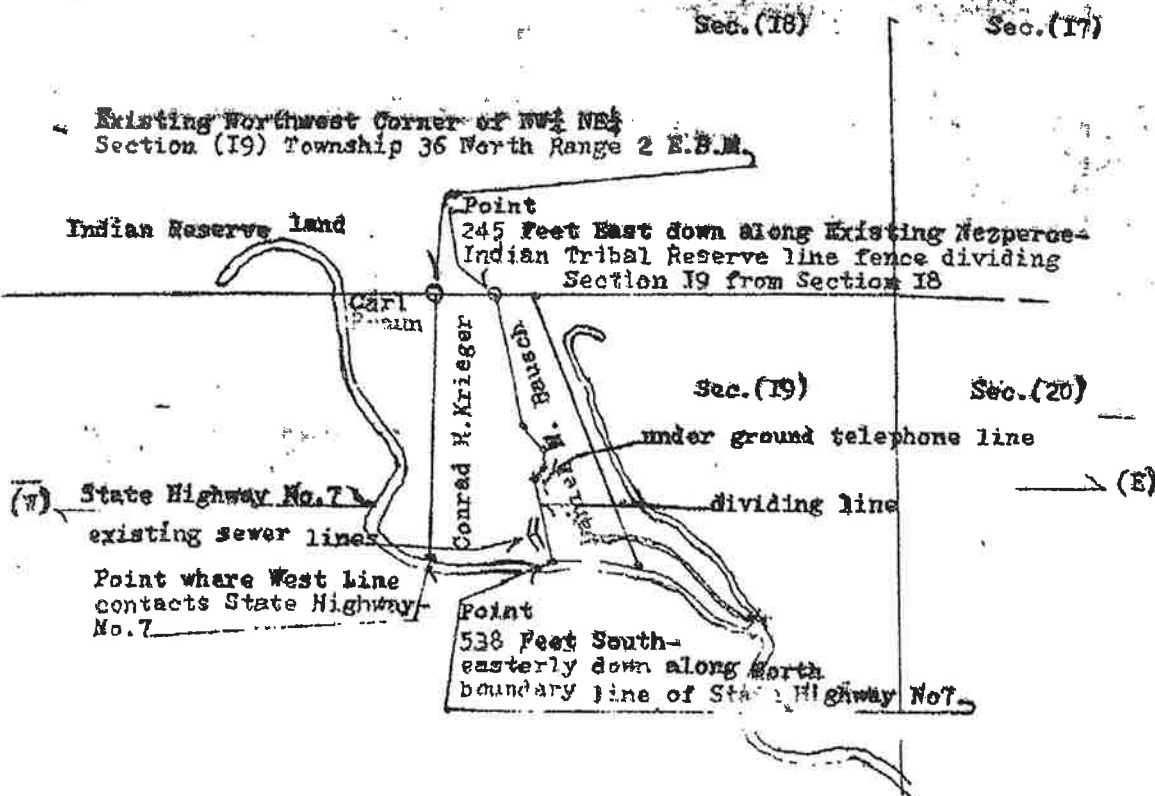
Barthelme Bausch
Barthelme Bausch

Conrad H. Krieger
Conrad H. Krieger

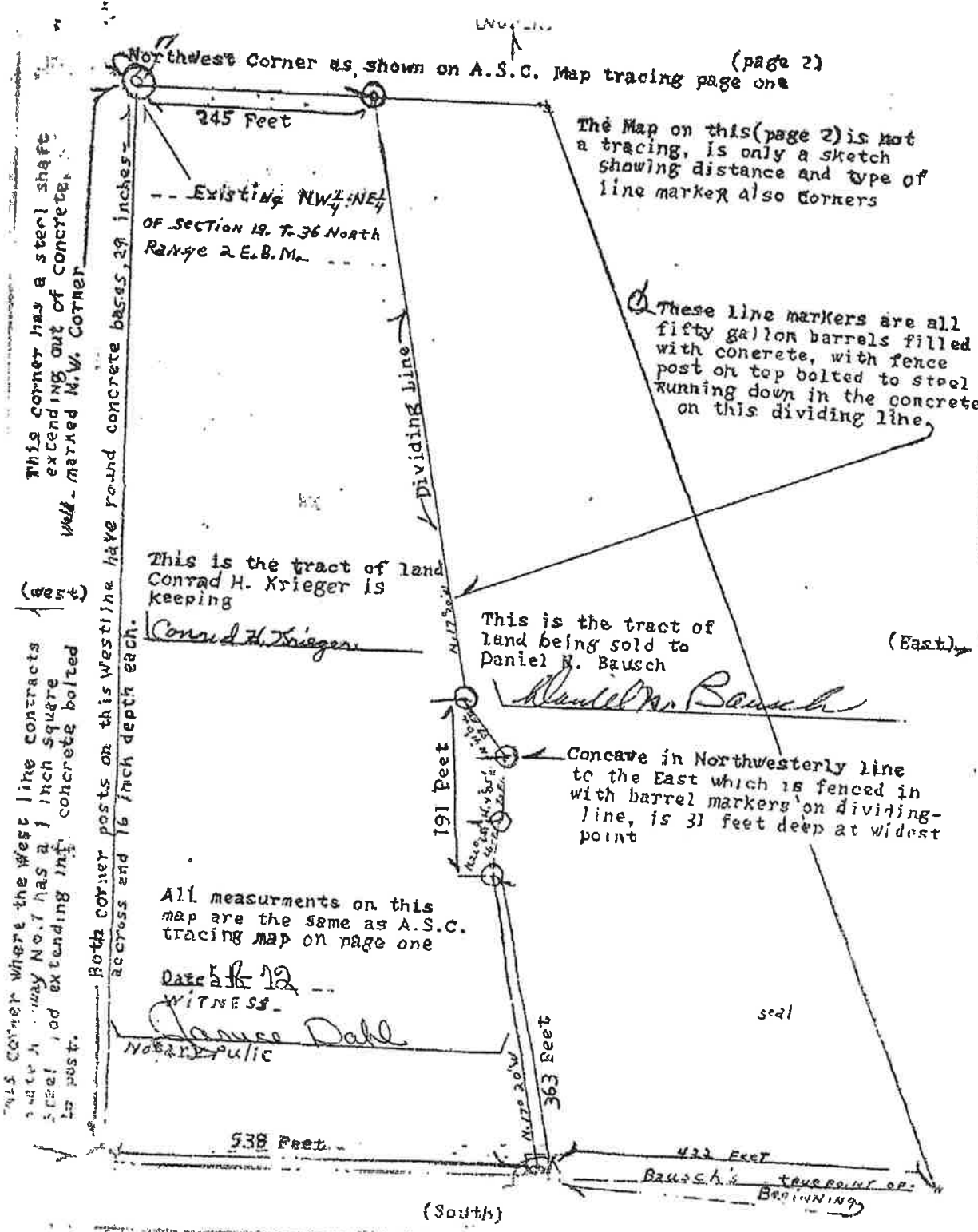
North

(page 1)

This Map is a tracing of a 1958
Clearwater County A. S. C. Map
7-8-1961 Air Photograph



All measurements on this map were done with a
straight edge a rod long, with a spirit level
attach to it, and a hinged leg at one end, also
with a spirit level attach to it, and a plumb bob
was used at the other end, with a tape.



The Map on this (page 2) is not a tracing, is only a sketch showing distance and type of line marker also corners

These line markers are all fifty gallon barrels filled with concrete, with fence post on top bolted to steel running down in the concrete on this dividing line.

All measurements on this map are the same as A.S.C. tracing map on page one

Date 5th 12
WITNESS

Janice Dahl
Notary Public

STATE OF IDAHO)
County of Clearwater) ss.

On this 18th day of May, 1972, before me, the undersigned, a notary public in and for the State of Idaho, personally appeared Conrad H. Kreiger and Evelyn Mae Kreiger, husband and wife, and Daniel Bausch and Ruth Bausch, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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

Jeanice Dahl
Notary Public
In and for the State of Idaho
Residing at Orofino, Idaho

My Commission Expires: 1-12-75

Filed and recorded at the request of Conrad Kreiger
at 12:30 o'clock P.M., this 22 day of May, 1972
By: Jeanice Dahl Deputy
County Auditor-Recorder
Clearwater County, Idaho
Fee

- Return 1st 1
C. Kreiger, Orofino, Idaho

CORRECTION DEED

INDEXED (u)
FILMED (u)
DELIVERED (u)
MAILED (u)

THIS INDENTURE, Made this 22nd day of May, 1972, between
CONRAD H. KRIEGER and EVELYN MAE KRIEGER, husband and wife,
of Orofino, County of Clearwater, State of Idaho, the parties of the first
~~part, and~~ DANIEL N. BAUSCH and RUTH G. BAUSCH, husband and wife,
of Orofino, County of Clearwater, State of Idaho, the parties of the second
part;

WITNESSETH:

That the said parties of the first part, for and in consideration of
the sum of Ten Dollars and other good and valuable consideration to them
in hand paid by the parties of the second part, the receipt whereof is
hereby acknowledged, do hereby grant, bargain, sell and convey unto the
said parties of the second part, and to their heirs and assigns forever,
all the following described real property, situate in the County of Clear-
water, State of Idaho, to-wit:

A portion of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 19, Township 36 North,
Range 2 E.B.M., described as:

Beginning at the northwest corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 19;
thence South along the West line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ to the point of
intersection of said West line with the northerly boundary line of
the right of way of State Highway No. 7; thence southeasterly along
the north right of way line of said highway, a distance of 538 feet,
which is the TRUE POINT OF BEGINNING; thence

N. 17°20' W. 363 feet; thence

N. 22°35' E. 26 feet; thence

N. 4°05' W. 75 feet; thence

N. 41°01' W. 99 feet; thence

N. 17°20' W. to a point which is 245 feet East of the Northwest
corner of said NW $\frac{1}{4}$ NE $\frac{1}{4}$; thence

East 185 feet; thence

Southeasterly to a point which is 422 feet East of the point of
beginning; thence

West to the TRUE POINT OF BEGINNING;

Containing 7.8 acres, more or less;

A Mortgage dated September 9, 1970, executed by Conrad H. Krieger and Evelyn Mae Krieger, husband and wife, to Nels L. Westegaard and Elnora J. Westegaard, husband and wife, to secure the payment of \$3,600.00, and interest; recorded September 10, 1970, as Instrument No. 96904, Clearwater County, Idaho, Records;

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the remainder and remainders, reversion and reversions, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the said parties of the first part, either at law or in equity, of, in and to the above described premises.

TO HAVE AND TO HOLD the same unto the said parties of the second part, their heirs and assigns forever.

And the said parties of the first part, for themselves and their heirs do hereby covenant and agree to and with the said parties of the second part, their heirs and assigns, that, at the time of the enrolling and delivery of these presents, they are well seized of the premises above conveyed in fee simple absolute and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances, of what kind or nature soever; except taxes for the year, 1972.

And the above bargained premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said parties of the first part and their heirs shall and will warrant and forever defend.

This Deed is given to correct that certain Deed dated May 18, 1972,

and recorded May 18, 1972, as Instrument No. 101172, Clearwater County, Idaho, Records, which said Deed contains an erroneous description.

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

Conrad H. Krieger SEAL
Conrad Krieger

Evelyn Mae Krieger SEAL
Evelyn Mae Krieger

Clearwater County Abstract Co.

Filed and recorded at the request of _____
at 1:15 o'clock P., this 22 day of May, 1972
Joseph Hayden Deputy
Ex-Officio Auditor-Recorder
Clearwater County, Idaho

STATE OF IDAHO)
County of Clearwater) ss.

Fee: 3.00

Return:

Clearwater County Abstract Co.

On this 22nd day of May, 1972, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Conrad H. Krieger and Evelyn Mae Krieger, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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

James Tall
Notary Public in and for the
State of Idaho, residing at
Orofino, therein.

134257

PAGE 1

2. FULL CONTRACT AND AGREEMENTS FOR THE SALE OF A TRACT OF LAND

This contract is made between neighbors, Conrad H. Krieger and Evelyn Krieger, husband and wife, and Daniel M. Bausch and Ruth Grace Bausch, husband and wife, whose adjacent lands that joins in a portion of the NW 1/4 of Section 19, Township 35 North, Range 2 E.B.M.

Bauschs want to buy a tract of land from the Kriegers for the purpose to enlarge their pasture area at this date.

Kriegers agree to sell this tract of land to the Bauschs for the Sum of Ten Thousand Dollars, (\$10,000).

The only impediment against this tract of land Daniel N. Bausch wants Conrad H. Krieger to remove off his property, mentioned above and sell to them is,

Wesley Krieger and Barbara Marie Krieger, husband and wife, hold a Trust Deed with an accompanying promissory note, for the Sum of Twenty Three thousand, Three Hundred and Sixty Three Dollars, (\$23,363.00), which is recorded in the Clearwater County Court House, at Orofino, Idaho, Instrument Number 225140.

DESCRIPTION OF LAND

Which is in Clearwater County State of Idaho

Beginning at the northwest corner of the NW 1/4 NE 1/4 of said Section 19; thence South along the West line of said NW 1/4 NE 1/4 to a point, a distance of 52 1/2 feet; thence S. 62° 01' E. 518 feet; thence N. 22° 35' E. 26 feet; thence N. 4° 05' W. 75 feet; thence N. 41° 01' W. 99 feet; thence N. 17° 20' W. to a point which is 245 feet East of the northwest corner of said NW 1/4 NE 1/4; thence

West to the point of beginning.

CONTRACTUAL AGREEMENTS

1. Daniel M. Bausch will pay Conrad H. Kriegers One Thousand Dollars (\$1,000) Earnest Money, then will pay Kriegers Nine Thousand Dollars (\$9,000), by Cashier's Check, the remaining balance, as seen as Kriegers gets Bausch a Warranty Deed, Title of Insurance, and the Trust Deed removed completely off this tract of land he is buying, giving a reasonably length of time for Conrad H. Krieger to complete the above, and having time for a qualified person to figure the degrees of the new dividing line, between the land Kriegers are keeping and the tract of land Bauschs are buying.

Conrad Krieger has told Daniel Bausch that Wesley Krieger, the above mentioned Trust Deed holder lives in the State of Washington, about 400 miles distance.

Contractual Agreements continued on PAGE 2

2. Conrad Kriegers will reserve the water right on all the water that originates on the land they are keeping, with the same wording as on a prior land sale to Bauschs, May 18, 1972, that is recorded in the Clearwater Court House Orofino, Idaho, Instrument Number 101194.
There is a small spring that seeps out of a road bank towards the center of this tract of land Bausch is buying at this date. It's quality and output has never been measured to date.
3. Kriegers will furnish the Bauschs a map, this will detail how measurements were made by both Conrad H. Krieger and Daniel N. Bausch. It will explain the type corners and any new measurements not established prior to this sale.
4. This is an irregular tract of land Bauschs are buying. All other lines around it have been established for years prior to this sale, except the new dividing line and both parties agree that a survey is not necessary except for getting the degrees of the new dividing line mentioned on page one.
5. Both Kriegers and Bauschs have compared each others copies of this contract and find them identical, and both Kriegers and Bauschs agree to keep this contract binding and in force.

DATE Mar 23, 1983



W. J. John
Notary Public

Daniel N. Bausch
Daniel N. Bausch

Ruth Grace Bausch
Ruth Grace Bausch

Evelyn Mae Krieger
Evelyn Mae Krieger

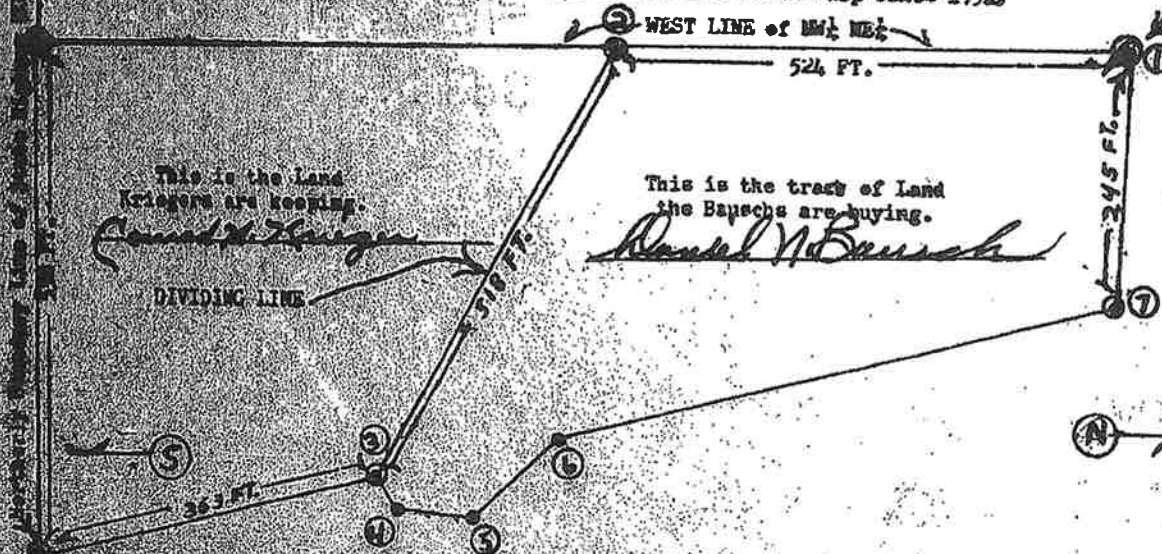
Conrad H. Krieger
Conrad H. Krieger

Filed and recorded at the request of Conrad H. Krieger
3:53 PM, this 23 day of March, 1983
Aller Medsker By: Robert Christensen
 County Clerk Deputy
 Clearwater County, Idaho
 Fee: 8.00 Return: Star Rt 6, Box 6
Orofino, ID.

SKETCH MAP

PAGE 3

Existing Northwest Corner of NW $\frac{1}{4}$ NE $\frac{1}{4}$ Section (19) Township 36 North Range 2 E.S.M.
Daniel N. Bausch has seen this corner and has known it's location a number of years.
Conrad H. Krieger has owned the land inside this sketch map since 1992.



Using Numbers as Symbols: Starting with Northwest Corner NO. 1, thence to NO. 2, thence to NO. 3, were measured with a 59 foot tape over the surface of the ground, along the fence line by Conrad H. Krieger and Daniel N. Bausch.

Symbol NO. 3 lays in a line, from the Northernly Boundary Line of State Highway NO. 7, running N. 17° 20' W. 363 feet.

The irregular property line at the bottom of this sketch map, from Symbol NO. 3 to Symbol NO. 7, is described on page one of this contract, under "DESCRIPTION OF LAND", in degrees from point to point; thence from Symbol NO. 7 West to point of Symbol NO. 1, which is the point of Beginning.

TYPE OF CORNERS: corner Symbol NO. 1 is a round concrete block, 29 inches across, with a steel shaft approximately post high, embedded in concrete, with N.W. Corner wrote from the top towards the bottom, with an electric welder. All other Symbols, NO. 2 on through NO. 7, have buried barrels, concrete filled with different type steel, approximately post high, embedded in concrete. All Symbols, NO. 1 through NO. 7, also have a wooden post bolted or U. bolted to embedded steel.

DATE Mar. 23, 1983

Conrad H. Krieger
Conrad H. Krieger

WITNESS: [Signature]
Notary Public

Daniel N. Bausch
Daniel N. Bausch

(E)

PAGE 4
Kriegers

Description of the land Kriegers are keeping.

A portion of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 19, Township 36 North, Range 2 E.B.M., described as:

Beginning at the northwest corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 19; thence South along the West line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ to a point, a distance of 524 feet, which is the TRUE POINT OF BEGINNING; thence South along the West line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ to the point of intersection of said West line with the Northerly boundary line of the right of way of State Highway NO. 7; thence Southeasterly along the North right of way line of said Highway, a distance of 538 feet; thence N. 17° 20' W. 363 feet; thence N. 62° 0' W. 518 feet; To the TRUE POINT OF BEGINNING.

Bauschs

Description of the tract of land Kriegers are selling Bauschs.

A portion of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 19, Township 36 North, Range 2 E.B.M., described as:

Beginning at the northwest corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 19; thence South along the West line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ to a point, a distance of 524 feet; thence S. 62° 0' E. 518 feet; thence N. 22° 35' E. 26 feet; thence N. 4° 05' W. 75 feet; thence N. 41° 0' W. 99 feet; thence N. 17° 20' W. to a point, which is 245 feet East of the Northwest Corner of said NW $\frac{1}{4}$ NE $\frac{1}{4}$; thence West to the point of beginning.

The new dividing line between the two different tracts of land above, which was mentioned on page one, also shown on the map on page three of this contract, has had fence posts set for four years, on this line prior to this sale.

The degrees were figured out by Charles Cuddy, an Orefine Surveyor, over the top of these posts, both directions, 3-10-1983.

DATE Mar. 23, 1983

WITNESS

Notary Public

Conrad H. Krieger
Conrad H. Krieger

Daniel M. Bausch
Daniel M. Bausch

135619

Printed and for sale by Syma-York Company, Boise, Idaho

(Optional)

Recorded ☐Microfilmed ☐Indexed ☐Platted ☐Deed Card ☐Compared ☐Key Punched ☐Master File ☐Abstracted ☐To Treasurer ☐

RECEPTION (4)

INDEXED (4)

FILED (4)

DELIVERED (4)

MAILED (4)

CORRECTED
WARRANTY DEED

(DO NOT WRITE ABOVE THIS LINE)

DANIEL NORMAN BAUSCH and RUTH GRACE BAUSCH,
 4656 Gilbert Grade,
 of Orofino County of Clearwater
 hereby CONVEYS, GRANTS and WARRANTS TO

GRANTOR(S)
State of Idaho

EUGENE WOODY BAUSCH, P.O. Box 91, Haines, Alaska
 of Orofino County of Clearwater
 for the sum of Ten

GRANTEE(S)
State of Idaho

Dollars (\$ 10.00)

the following described tract(s) of land in Clearwater

County, State of Idaho:

TAX NUMBER 1778

LOCATION: A portion of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 19,
 Township 36 North, Range 2 E.B.M., described as;

BEGINNING at the Northwest Corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$
 of said Section 19; thence South along the West
 line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ to a point, a distance of
 524 feet, thence S. 62° 0' E. 518 feet; thence N.
 22° 35' E. 26 feet; thence N. 4° 05' W. 75 feet;
 thence N. 41° 0' W. 99 feet; thence N. 17° 20' W.
 to a point which is 245 feet East of the Northwest
 Corner of said NW $\frac{1}{4}$ NE $\frac{1}{4}$; thence West to the point
 of beginning.

Filed and recorded at the request of

at 4:00 o'clock P.M., this 22nd day of August, 1983

Allen Medalen
 Ex-Officio Auditor-Recorder
 Clearwater County, Idaho

By: Rosie Christensen
Deputy

Fee: 2.00

Return:

Attorney
Orofino, ID.

Location of above described property Rt. 6 Gilbert GradeHouse No. 32nd

Street

WITNESS the hand of said Grantors this

day of August A.D. 1983

Daniel Norman Bausch
 DANIEL NORMAN BAUSCH

Ruth Grace Bausch
 RUTH GRACE BAUSCH

(NOTARY SEAL)

State of Idaho

County of Clearwater

} ss.

On the 22nd day of August A.D. 1983

personally appeared before me Daniel Norman Bausch and Ruth Grace

(DO NOT WRITE ABOVE THIS LINE)

CORRECTED
WARRANTY DEEDRECEPTION (4)
INDEXED (4)
FILMED (7)
DELIVERED (0)
MAILED (1)

DANIEL NORMAN BAUSCH and RUTH GRACE BAUSCH,
4656 Gilbert Grade,
of Orofino County of Clearwater
hereby CONVEYS, GRANTS and WARRANTS TO

GRANTOR(S)
State of Idaho

EUGENE WOODY BAUSCH, P.O. Box 91, Haines, Alaska
of Orofino County of Clearwater
for the sum of Ten

GRANTEE(S)
State of Idaho
Dollars (\$ 10.00)

the following described tract(s) of land in Clearwater

County, State of Idaho:

TAX NUMBER 1778

LOCATION: A portion of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 19,
Township 36 North, Range 2 E.B.M., described as:

BEGINNING at the Northwest Corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$
of said Section 19; thence South along the West
line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ to a point, a distance of
524 feet, thence S. 62° 0' E. 518 feet; thence N.
22° 35' E. 26 feet; thence N. 4° 05' W. 75 feet;
thence N. 41° 0' W. 99 feet; thence N. 17° 20' W.
to a point which is 245 feet East of the Northwest
Corner of said NW $\frac{1}{4}$ NE $\frac{1}{4}$; thence West to the point
of beginning.

filed and recorded at the request of

Stephen D. Calhoun

at 4:00 o'clock P.M., this 22nd day of

August, 1983

Allen Medala
Ex-Officio Auditor-Recorder
Clearwater County, Idaho

By:

Robin Christensen
Deputy

Fee: 2.00

Return:

Attorney
Drofnick & D.

Location of above described property Rt. 6 Gilbert Grade

House No.

Street

WITNESS the hand of said Grantors this

22nd

day of August A.D. 1983

Daniel Norman Bausch
DANIEL NORMAN BAUSCH

Ruth Grace Bausch
RUTH GRACE BAUSCH

NOTARY SEAL

State of Idaho

County of Clearwater

On the 22nd day of August A.D. 1983

personally appeared before me Daniel Norman Bausch and Ruth Grace
Bausch

the signer(s) of the within instrument, who duly acknowledged to me that he
executed the same.

Stephen D. Calhoun
(NOTARY PUBLIC)

CORRECTED

THIS DEED OF TRUST, Made this 8th day of August

BETWEEN Eugene Woody Bausch

day of August

RECEPTION

INDEXED

FILMED

DELIVERED

MAILED

19 83

herein called GRANTOR,

whose address is P.O. Box 91, Haines, Alaska

Idaho Title and Trust

, herein called TRUSTEE, and

Daniel Norman Bausch and Ruth Grace Bausch

, herein called BENEFICIARY.

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE

IN TRUST, WITH POWER OF SALE, that property in the County of

State of Idaho, described as follows and containing not more than twenty acres:

Tax Number 1778

LOCATION: A portion of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 19,
Township 36 North, Range 2 E.B.M., described as:

Beginning at the Northwest corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 19; thence South along the West line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ to a point, a distance of 524 feet, thence S. 62° 0' E. 518 feet; thence N. 22° 35' E. 26 feet; thence N. 4° 05' W. 75 feet; thence N. 41° 0' W. 99 feet; thence N. 17° 20' W. to a point which is 245 feet East of the Northwest Corner of said NW $\frac{1}{4}$ NE $\frac{1}{4}$, thence West to the point of beginning.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to the conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of Ten Thousand Dollars, (\$10,000.00) final payment due

and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary hereto to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum in any such action or proceeding in which Beneficiary or Trustee may appear.
4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, when due; all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, maintenance premiums, maintenance and other charges upon the property, notwithstanding in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due, Grantor's failure so to pay shall constitute a default under this trust.
5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions of this trust with interest from date of expenditure at eight per cent per annum.
6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee shall have the right to make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay purchase, contest or summary judgment, encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay all other costs and fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right to receive prompt payment when due of all other sums so secured or to declare default for failure so to pay.
3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary, the indebtedness secured hereby, Trustee may: reconvey all or any part of said property, consent to the payment of any part thereof; join in granting any easement thereon; or join in any extension agreement or any other instrument affecting said property or charge hereof.
4. Upon written request of Beneficiary stating that all sums secured hereby have been paid and upon payment of its fees, Trustee shall reconvey the property then held hereunder. The recitals in any reconveyance executed under this deed of Trust shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as follows:
5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority to continue of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right to retain such rents, issues and profits as they become due and payable. Upon any such default by Grantor, Beneficiary or Trustee, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the order of priority of operation and collection, including reasonable attorney's fees, upon the indebtedness secured hereby, Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits, the application thereof as above said, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at eight per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

Eugene Woody Bausch
EUGENE WOODY BAUSCH

STATE OF IDAHO, COUNTY OF

On this 15th day of August, 19 83
before me, a Notary Public in and for said State, personally
appeared Eugene Woody Bausch

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

Eugene Woody Bausch
Residing at Orofino, Idaho.
NOTARY PUBLIC.

STATE OF IDAHO, COUNTY OF Clearwater

I Hereby Certify That this instrument was filed for record at
the request of Stephen L. Calhoun

at 0 minutes past 4:00 o'clock P.M.,
this 22nd day of August
1983. In my office, and duly recorded in Book
of Mortgages at page

Allen Medalen
EX-OFFICIO RECORDER.
By Robin Christensen
DEPUTY

Fees: \$ 4.00

Mall to: Attorney, Orofino, ID.

DEED OF TRUST
WITH POWER OF SALE

GRANTOR

TRUSTEE

BENEFICIARY

19

Dated

THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR
ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST

To Orofino, Idaho,
Idaho Title and Trust Trustee:

You are hereby authorized and requested to execute a reconveyance hereunder and deliver same to
Eugene Woody Bausch

The undersigned hereby certifies that Daniel Norman Bausch and Ruth Grace Bausch
the owner s and holder s of the debt mentioned in said deed of trust and that the same has never been assigned or transferred.

Address Star Rt. 6 Box 5
Orofino, Idaho 83544
Telephone No. (208) 476 5613

Daniel Norman Bausch
Ruth Grace Bausch

146435

COMMUNITY PROPERTY AGREEMENT
BETWEEN HUSBAND AND WIFERECEPTION ☒
INDEXED ☒
FILMED ☐
DELIVERED ☐
MAILED ☒THIS AGREEMENT Made and entered into this 12th day of February, 1987,by and between Daniel Norman Bausch husband and
Ruth Grace Bausch wife, relative to community property and disposition thereof
upon the death of either of the parties hereto as provided by Section 32-921, Idaho Code.

WITNESSETH:

1. The parties were married July, fourth (4) 1942 and ever
since have been and now are husband and wife.2. We certify that the following described real and personal property was acquired by us from
our joint efforts while married and while living together as husband and wife in a community
property State, and that no part of said property owned by either of us prior to this marriage, or
which either of us have acquired since by gift, devise or as an heir at law of any person and that
the same is the community property of the parties hereto.

3. The legal description of said real property covered by this agreement is as follows:

Sec. 19-36N-2E.Pt 1/2 NE 4 Tax No. 1358

4. The personal property affected by this agreement is described as follows:

All personal property in possession as of this date
and acquired hereafter5. That upon the death of either of the parties hereto the property described herein shall
vest in the survivor absolutely subject to the liabilities imposed by Section 32-921, Idaho Code.IN WITNESS WHEREOF, The parties have hereunto set their hands the day and year first
above written.Filed and recorded at the request of Daniel N. Bauschat 3:30 o'clock P.M., this 12th day of February, 1987Allen Medalen
Ex-Officio Auditor-Recorder
Blaine County, IdahoBy Ruth Grace Bausch

Deputy

Husband

Wife

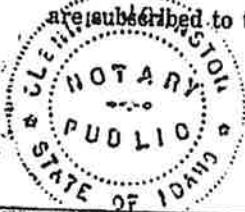
Return: 4656 Gilbert Grade.Profino AD 83544

STATE OF IDAHO,

County of

On this 12 day of February, 1987, before me the undersigned, aNotary Public in and for said State, personally appeared Daniel N. Bauschhusband and Ruth Grace Bausch wife, known to me to be the persons whose names

are subscribed to the within instrument and acknowledged to me that they executed the same.

Sharon J. Johnston
Notary Public for Idaho,Residing at Profino, Idaho

150100

 RECEIVED (✓)
 INDEXED (✓)
 T.I. FILMED (✓)
 DELIVERED (✓)
 " " " " (✓)

 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 _____

Date Received _____

Receipt Number _____

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 \$25

Please type or print clearly

- 1 Name of Claimant (s) Conrad H. and/or Evelyn M. Krieger Phone (208) 476-3520
 Mailing Address 4661 Gilbert Grade Orofino, Idaho Zip 83444
- 2 Date of Priority (Only one (1) per claim) October 20, 1952
- 3 Source of water supply (a) Two springs on single delivery system
 which is tributary to (b) sinks
- 4 Location of point of diversion is: Township 36 N Range 2 E.B.M.
 Section 19 NW 1/4 of NE 1/4 of _____ 1/4, Govt. Lot _____, B.M.
 County of Clearwater SEE Attached Map for exact descriptions
 Additional points of diversion if any: None
- 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 One 1 HP. pump with pipelines to place of use.
This one horse pump replaced the two previous 1/2 HP. pumps used prior. Reasons for change
over 15 due to elevation of app. 110 ft. from pump to place of use. See attached sheet
noted in Item NO. 14 Remarks.
- 6 Water is claimed for the following: (Limited to Domestic and/or Stockwater only. See Instructions)
 (Both dates are inclusive) (cfs)
 For Domestic purposes from 1-1 to 12-31 amount 0.02
 For _____ purposes from _____ to _____ amount _____
- 7 Total quantity claimed 0.02 (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) One household - See attached sheets noted in Item NO. 14 Remarks

Pres. White-Stark Yellow Cauterine

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
			NE 1/4 NW 1/4 SW 1/4 SE 1/4 NW 1/4 SW 1/4 SE 1/4	NE 1/4 NW 1/4 SW 1/4 SE 1/4 NW 1/4 SW 1/4 SE 1/4	NE 1/4 NW 1/4 SW 1/4 SE 1/4 NW 1/4 SW 1/4 SE 1/4	NE 1/4 NW 1/4 SW 1/4 SE 1/4 NW 1/4 SW 1/4 SE 1/4
36N	2 E	19	D			

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

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.
See land sale contract where water was specifically mentioned. or None () See Item 10, 14

14 Remarks: 3 sheets attached questions No.s 2-4-5-6-7-9-13 needed space for accurate answers
Attached 1-certified W. Deed & certified Contract Land Sale with Water Reserved by us.

15 Basis of Claim (check one) Beneficial Use X Posted Notice License Permit
Decree

If applicable provide IDWR Water Right Number 85-4367
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 30

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

Signature of Claimant (s) Conrad H. Krieger Date 8-1-1988
Evelyn M. Krieger Date 8-1-1988

For Organizations: I do solemnly swear or affirm that I am

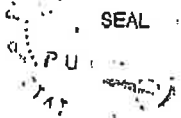
of Title
Organization , that I have signed the foregoing
document in the space below as of
Title Organization

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 Clearwater) SS

Subscribed and sworn (or affirmed) before me this 1st day of August 19 88



Notary Public Robin Christensen
Residing at Prosser, Idaho
My Commission Expires 1-6-94

Last Name Ident No. Copies White State Yellow Cremen

Conrad H. and/or Evelyn M. Kriger
4661 Gilbert Circle
Orofino, Idaho 83454

Additional space needed and information on
Item NO. 14 on Form 42-1409 (2)b 1/88

Question Numbers are referred to as Item Numbers
As on your instructions accompanying this
Form 42-1409 (2)b 1/88

Item NO. 2: Attaching a three page certified Warranty Deed to confirm priority date.

Item NO. 4: See attached map sheet for actual discription of property owned and location of water and place of use.

This property map of actual discription and location is necessary (Because) This NW¹ marked D for domestic on Item NO. 10, has been subdivied since 1960 and several residents exist on same fourty acres. Each have their own water source.

Item NO. 5: We previously had two $\frac{1}{2}$ horse jet pumps, One was always a stand by They were plumbed so when one failed the other could be turned on to keep water in household, while the other could be repaired or while waiting for parts etc.

Item NO. 6: Our domestic water use consist of 18820 square feet of garden and lawn irrigation. 2960 square feet less than the $\frac{1}{2}$ acre allowed on instructions page 1 for this Form NO. 42-1409 (2) b, revised Feb. 12, 1988.

Item NO. 7: If the amount of 0.02 (cfs) is equal to 9 gallons per minute, no way will the out put of our two springs mentioned in Item NO. 3, under source of water supply, deliver that amount of water. From July their output starts dropping slowly through Oct., app. 1 to 1 $\frac{1}{2}$ gallons per minute on an average, in the past 36 years since we developed them in 1952.

Item NO. 9: We own an unoccupied 10' by 45' foot Town & Country Trailer House, located here on 4.3 acres where our residents also is. It is used for extra guest room and storage at present.

Item NO. 13. See attached sheet to form explaining water reserved by contract on 3 land sales.

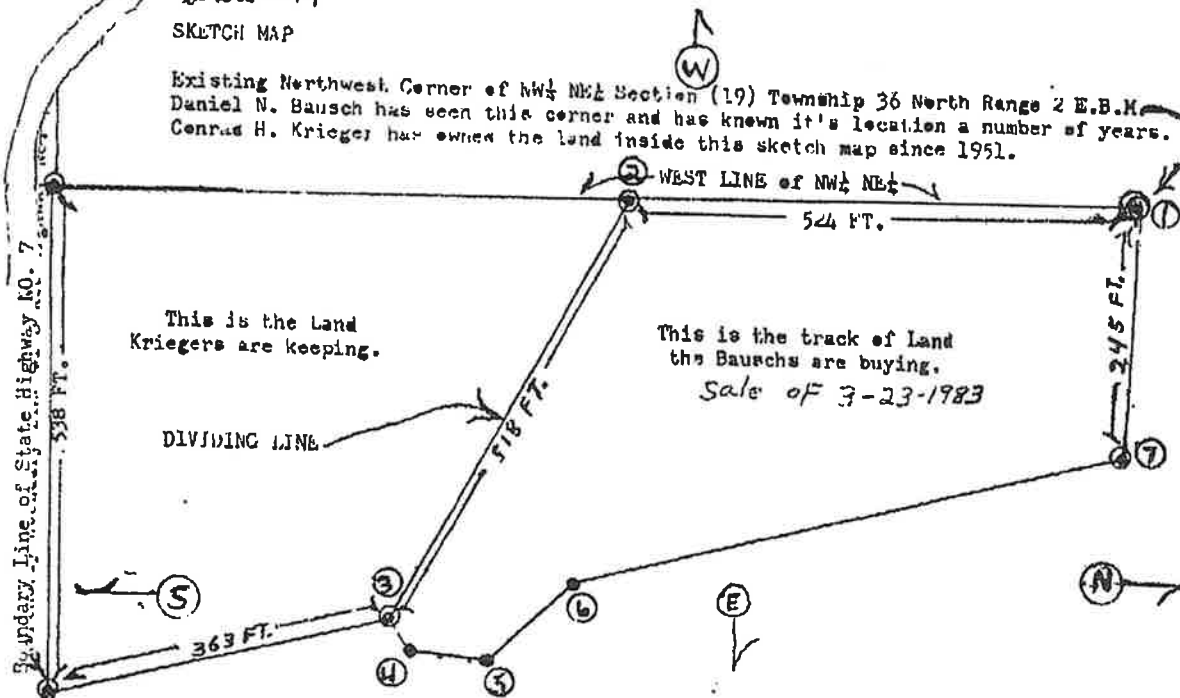
See the attached 4 page Photo Copies of Agreements for the sale of Real Property. Page NO. 2 lists the water Reserved by us.

These Agreements are Certified on the fourth page.

PAGE (2) OF ATTACHMENTS

Conrad H. and /or Evelyn M. Krieger
4661 Gilbert Grade
Orofino, Idaho 83544

Existing Northwest Corner of NW¹ NE¹ Section (19) Township 36 North Range 2 E.B.M.
Daniel N. Bausch has seen this corner and has known it's location a number of years.
Conras H. Krieger has owned the land inside this sketch map since 1951.



Discription of land now owned by Kriegers Item NO. 4

Also noted in Item NO. 14, Remarks on NOTICE OF CLAIM TO A WATER RIGHT

1 portion of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 19, Township 36 North, Range 2 E.B.M.,
described as;

Beginning at the northwest corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 19;
thence South along the West line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ to a point, a distance
of 524 feet, which is the TRUE POINT OF BEGINNING; thence
South along the West line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ to the point of intersection
of said West line with the Northernly boundary line of the right
of way of State Highway NO. 7; thence
Southeasterly along the North right of way line of said Highway, a
distance of 538 feet; thence
N. 17° 20' W. 363 feet; thence
N. 62° 0' W. 518 feet; To the TRUE POINT OF BEGINNING.

Page (1) of Attachments

WATER WAS RESERVED IN CONTRACT-
of land sales.

Item NO. 13:

Conrad H. and/or Evelyn M. Krieger
4651 Gilbert Grade
Orlando, Idaho 83644

We owned all the North Half of the Northeast Quarter (N¹/₂ NE¹/₄) of Section (19) Township (36) North Range two (2) East of the Boise Meridian Laying and being North of State Highway NO. 7. From 1952 till August 12, 1960.

There is a mountain app. 1200 feet in elevation above us, the face of this mountain is shaped like a split funnel, which almost joins our property.

The snow run off water comes from the highway ditch through culverts app. 170 feet apart, then continues across all land mentioned above in descriptions.

August 12, 1960 we subdivided a large portion of land off to Hurley B. and Lucile M. Swan. They wanted it for horse pasture, there was only a barn on it. I had logged all the marketable timber off prior.

When Attorney Ray McNichols was making out the contract for this land sale, I didn't know Swans at that date, so I told Mr. McNichols of the snow run off water and its history in the past 8 years. How it stopped running in a short period of time, usually early or mid summer.

I also asked him what if Mr. Swan might possibly get tired of their horses and decide to log off tracts of land, off the land I was selling them. I was concerned, if this occurred, as the land Swans were buying had only two springs on it, one was developed, the other one wasn't.

If they did log off and the new owners saw us irrigating our garden prior, at the time this snow run off was about to cease, and not knowing our irrigation water was coming from our springs which were no way connected to the run off source ditch and this might create some sort of problem.

Attorney Ray McNichols said the Idaho water rights are not clear at this time, yet. We will enter these two springs you have developed that originate on the acreage you are keeping, into this sale contract. We will also include the snow run off waste water which you do not use and have no control over. By specifically adding the water in Agreements of the Contract, makes it part of the contract. Contracts are protected by Idaho law in the Idaho Constitution.

This above Contract with Hurley Swan is recorded in Clearwater County Idaho Instrument NO. 80341

A Certified Photo Copy of this Contract will be attached to the Water Right Form NO. 42-11,09 (2) b 1/88 when its filed with the IDWR.

This land I sold Hurley Swan 1960 changed ownership 4 times by 5-10-1965.
Then it was Subdivided
By Elton Corbit the last owner.

All 4 land sales 2-26-1963 Hurley Swan land sale on thru to Elton Corbit 5-10-1965, including Elton Corbit subdividing sale to Daniel N. Bausch, 5-4-1966 mentioned my adjoining land Reserved the water on it like my sale in 1960 to Hurley Swan in their W. Deeds.

5-4-1966 Daniel N. Bauach bought one track of land from Elton Corbit, which borders us on our North and East sides. He built his home East of us and developed the undeveloped spring that was mentioned in the fifth paragraph above, in our first land sale to Hurley Swan 1960. above

5-8-1972 Daniel N. Bausch bought a track of undeveloped logged off land from us and has used it continuous for pasture. We Reserved the water that originates on land retained in this sale.

Recorded in Clearwater County Idaho
Instrument 80341

3-23-1983 Daniel N. Bausch bought another track of similar land from us, as in the above 5-8-1972 sale. He also pastured it since. He has about 3 horses and one rule for hunting etc. and 3 or 4 head of cattle from our view.

We Reserved the same water as in 5-8-1972 sale,
Recorded in Clearwater County, Idaho.
Instrument NO. 134257

ATTACHMENTS

LIST OF NAMES AND DATES
OF LAND SALES

Conrad H. and/or Evelyn M. Krieger
4661 Gilbert Grade
Orofino, Idaho 83544

ON

All of the North Half of the Northeast Quarter
(N $\frac{1}{2}$ NE $\frac{1}{4}$) in Section Nineteen (19), Township Thirty-
six (36) North, Range Two (2), E.B.M. lying and
Being North of the State Highway.

Dates

- 10-20-1952 W. Deed James R. Crawford to Conrad H. Krieger Recorded Book 40 Page 121
8-12-1960 W. Deed Conrad H. Krieger to Hurley Swan with Contract of Agreements
on sale of land. Recorded Instrument NO. 80341 Book 04 Pages (593)
2-26-1963 W. Deed Hurley Swan to Joe Ruether Recorded Book 53 Pages (114)
4-29-1963 W. Deed Joe Ruether to George Mc Donald Recorded Book 54 Pages (414)
1-10-1964 W. Deed George Mc Donald to Orrion Wood Recorded Book 54 Pages (427)
5-10-1965 W. Deed Orrion Wood to Elton Corbit Recorded Book 62 Pages (318)

ELTON CORBIT STARTED SUBDIVIDING 4-22-1966

- 4-22-1966 W. Deed Elton Corbit to Max L. Stewart Recorded Book 58 Page 557
5-4-1966 W. Deed Elton Corbit to Daniel N. Bausch Recorded Instrument NO. (110367)
12-12-1967 W. Deed Elton Corbit to Harvey Holsey Recorded Instrument NO. 90943
Book 62 Page 320
7-20-1979 W. Deed Harvey Holsey to Dave Good Recorded Instrument NO. 122660
12-5-1984 David Good to Tomas L. Weathers

Conrad H. Krieger sold two small acreages to Daniel N. Bausch
for the purpose to enlarge Bauschs adjoining pasture.

- 5-18-1972 W. Deed with Agreements Conrad H. Krieger to Daniel N. Bausch Recorded
Instrument NO. (101194)
3-23-1983 W. Deed with Contract of Agreements Conrad H. Krieger to Daniel N. Bausch
Recorded Instrument NO. (134253)

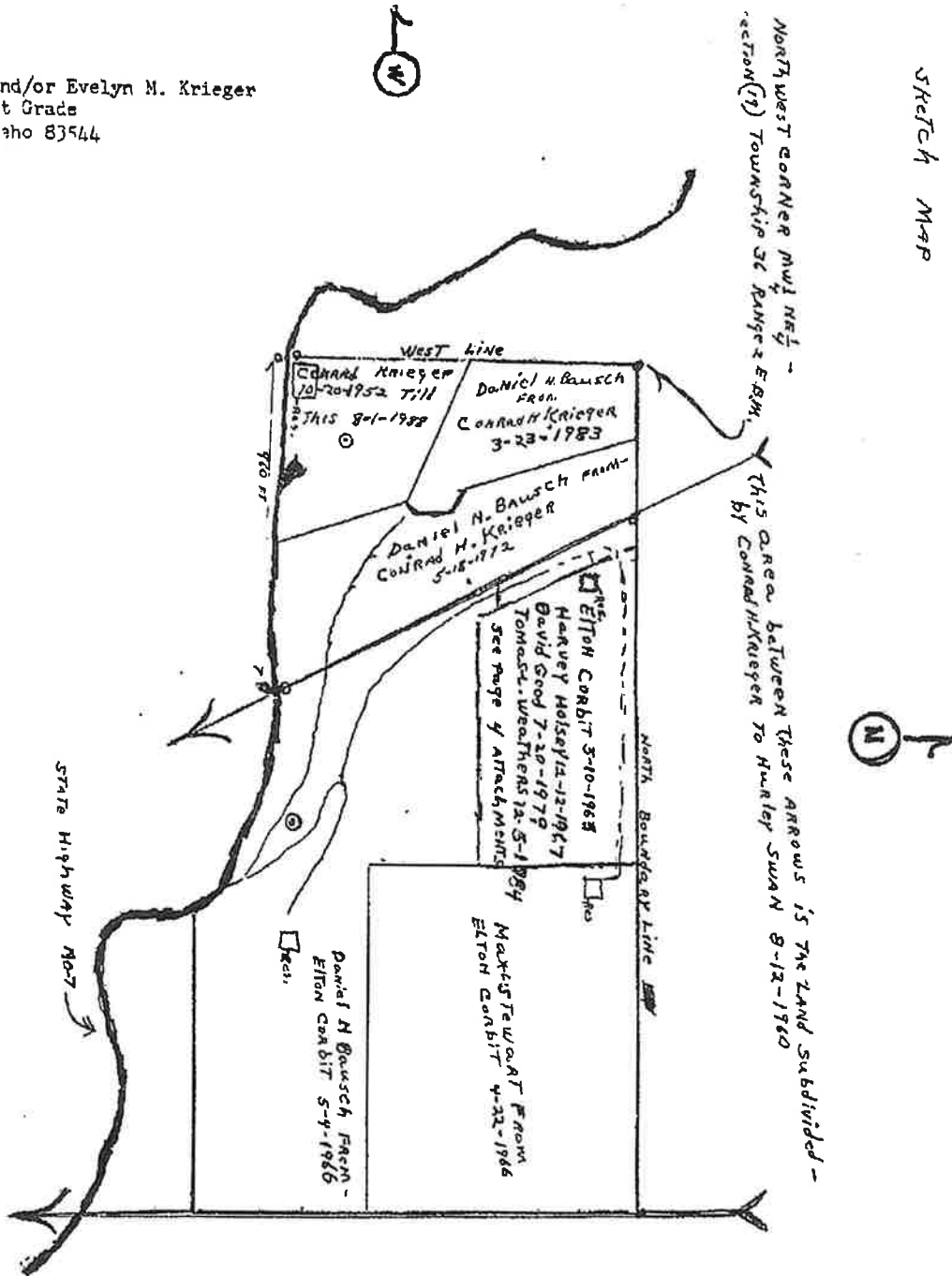
All Recordings mentioned above on this page, were Recorded in Clearwater
County Court House, Orofino, Idaho.

Each of these W. Deeds recorded from 10-20-1952 thru 4-22-1966, had
Book & Page Numbers, then from 5-4-1966 Recordings were apparently
changed to Instrument Numbers on W. Deeds.

All recordings which have Book, Page and Instrument numbers incircled
mention Water was reserved on adjoining land, which was our land that
bordered.

Conrad H. and/or Evelyn M. Krieger
 4641 Gilbert Grade
 Orofino, Idaho 83544

Sketch Map



NORTH WEST CORNER NW 1 NE 1 -
 SECTION (17) TOWNSHIP 36 RANGE 2 E RM.
 THIS AREA BETWEEN THESE ARROWS IS THE LAND SUBDIVIDED -
 by Conrad H. Krieger to HARVEY SWAN 8-12-1960

We dug this farm type pond with our bulldozer in 1960. It's (size) is app. 30' X 50' and about 4' or 5' feet deep in it's center. It has a shape of an egg that had been split length wise.

The only source to fill this pond is by the winter snow run off water, that comes from farm lands and down a timber mountain, App. 1200 feet in elevation above us. The face of this mountain is in a split funnel shape, and almost joins our property on the south side where our west line meets State Highway NO. 7. This water comes onto us from the highway ditch through two colverts app. 170' feet apart.

Colverts NO. 1 and NO. 2

Colvert NO. 1

This colvert comes across our West line. It is the main course of a waste water ditch that runs across our property.

There is a 50 foot high hill between these two colverts.

Colvert NO. 2

This colvert comes across on our South line in front of our residence. We dozed a road from colvert NO. 2 sloping it about 17 inches lower north to the hill, and on into the main course run off ditch of colvert NO. 1.

After we got it grassed in, it carried the run off water, and kept down flooding in our front yard.

Water Route to Pond.

We buried a 4 inch sewer type pipe line from colvert NO. 2, to the lower part of our property where the pond is located, then on to main run off course ditch.

We can stop the water from entering this 4 inch pipe line at colvert NO. 2, or when the pond is filled, stop it there, and let the run off water continue through this 4 inch pipe line that ends in main course ditch.

THIS POND HAS BEEN A DISASTER IN WORK AND EXPENSE

5 FOLLOWING REASONS

1. The snow run off water carries so much silt and top soil from farm land ect. above, it enters the pond, swirls around and leaves the silt and soil on the pond bottom and the water then goes out the pond in the 4 inch over flow pipe to the main course run off ditch. In two years half the ponds capacity is filled with silt and soil.
2. The winters run off usually all stops in the month of June, then in July and August the water becomes stagnate and squmy. It's unfit to irrigate garden leaf vegetables, crops or berries. It's also unfit to swim in.
3. Cattails come up all around its edges, anywhere the water isn't 4 feet deep. Also water cress comes up and thrives in the same area of the cattails which also stops ice skating.
4. This stagnate squmy water breeds mosquitos.
5. We have siphoned this pond dry twice, about mid August with a 1 1/2 inch hose. The water all sinks in the rock formation below the top soil within 50 feet of the pond.

WE HAVE NEVER PUT THIS POND TO BENEFICIAL USE SINCE IT WAS DUG IN 1960

The only beneficial use anything gets from this pond is wild life. Ducks and geese land and feed at times in it. Also deer come in regularly at night and feed on the water cress in the pond. The deer create a nuisance to our family garden and fruit trees.

- 1 Sheets- are on answers to questions on Form NO. 42-1409 (2)b 1/1
- 2 Sheets- are in Sketch Maps of property locations.
- 3 Sheets- are Photo Copied off Warrenty Deed recorded, which are certified on back side of third page.
- 4 Sheets- are of photo copies of Contract Agreements on sale of land recorded which water was recorded. These are certified on face of 4th page.

This above Warrenty Deed and Contract Agreements will be affixed to this Claim Form when filed with IDWR.

- Page NO.1 1 photo copy of a sketch Map that was recorded March 23, 1983 Clearwater County, Idaho.
Instrument NO. 134257 that gives exact locations of our property NW 1/4 NE 1/4
- Page NO.2 Is on questions NO. 2-4-5-6-7-9-13 of this form where more space was needed to complete accurate answers.
- Page NO.3 Is on question NO. 13, any other water right where instructions that accompany this form stated should be described completely.
- Page NO.4 Is on History of Warrenty Deeds, Dates, Book, Pages and Instrument numbers recorded on sales of land. Indexed as they occurred.
- Page NO.5 Is a Sketch Map that accompanies page NO. 4 on history of land we subdivided to Hurley Swan in 1960 and present owners with dates acquired. West side of dividing arrow contains two tracks of land we sold Daniel N. Bausch with dates, and the 4.3 acre track where we live. We moved upon the land of this map in 1951, our Deed was made Oct. 30, 1952, which is the date we used for our Priority Part on this Claim Form.
- Page NO.6 Is on a waist water pond we dug which never was put to beneficial use. I phoned the IDWR 800 number 1-800-151-4142 and asked if it was excluded from us having to file on it.

Read and recorded at the request of Conrad N. Krieger
4661 1/2 Street S.W., this 2nd day of August, 1988
Allen Medalen by: Cathy Downing
Clearwater County, Idaho

2700

4661 quiet grade
Cathy Downing
83544

190934

(Optional)

Recorded ☐
 Microfilmed ☐
 Indexed ☐

Platted ☐
 Deed Card ☐
 Compared ☐

Key Punched ☐
 Master File ☐
 Abstracted ☐

To Treasurer ☐

Instrument # 190934

CLEARWATER COUNTY, OROFINO, IDAHO

2002-11-18

03:45:00 No. of Pages: 2

Recorded for: EUGENE W. BAUSCH

ROBIN CHRISTENSEN

Ex-Officio Recorder Deputy

Fee: 6.00

RETURN TO: *

Cindy Gumm

GRANTOR(S)

State of Idaho

GRANTEE(S)

Dollars (\$10.00)

County, State of Idaho:

Warranty Deed

RECEPTION INDEX ☒
 FILMED ☐ DELIVER ☐ MAILED ☐

RUTH GRACE BAUSCH
 of Orofino County of Clearwater
 hereby CONVEYS, GRANTS and WARRANTS TO EUGENE W. BAUSCH and
 COLLEEN M. BAUSCH, husband and wife

whose current address is 4656 Gilbert Grade, Orofino, Idaho
 for the sum of Ten and 00/100-----

the following described tract(s) of land in Clearwater

All that part of the N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 19, Township 36
 North, Range 2 E.B.M., lying and being north of State
 Highway No. 7

EXCEPTING

Beginning at the northwest corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said
 Section 19 ; thence

South along the west line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ to the point of
 intersection with the northerly right of way line of
 said State Highway No. 7; thence
 Southeasterly along said right of way line 960 feet; thence
 Northwesterly (along a line extending between the last men-
 tioned point and a point on the north line of said
 NW $\frac{1}{4}$ NE $\frac{1}{4}$ which is 430 feet east of the northwest corner
 of said NW $\frac{1}{4}$ NE $\frac{1}{4}$) to a point 450 feet south of the north
 line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$, when measured at right angles
 therefrom; thence

East to a point 1040 feet west of the east line of the
 NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 19; thence

South 370 feet; thence

East 1040 feet to the east line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$; thence

North 820 feet to the northeast corner of said NE $\frac{1}{4}$ NE $\frac{1}{4}$;
 thence

West to the point of beginning

Location of above described property 4656 Gilbert Grade Orofino, ID 83544

House No.

Street

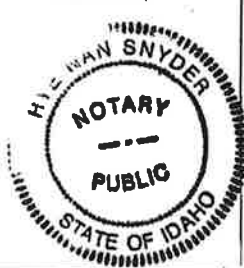
*EUGENE W. BAUSCH
 4656 GILBERT GRADE
 OROFINO, ID 83544

WITNESS the hand of said Grantors this

18th day of November A.D. 2002

Ruth Grace Banech

(NOTARY SEAL)



State of Idaho

County of Clearwater

} ss.

On the 18th day of November A.D. 2002

personally appeared before me

Ruth Grace Banech

the signer(s) of the within instrument, who duly acknowledged to me that she executed the same.

Residing at: Orlando

H. C. W. Snyder
(NOTARY PUBLIC)

My Commission expires: 08-21-2006

MAIL DEED TO:

MAIL TAX NOTICE TO:

Name _____

Address _____

City & State _____

Zip _____

No. _____

Warranty Deed

— TO —

Dated _____

STATE OF IDAHO

County of _____

ss.

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

at _____ minutes past _____

o'clock _____ M., this _____ day _____

of _____, A.D.

in my office, and duly recorded in Book _____

of _____ at page _____

Ex-Officio Recorder.

By _____

Deputy.

Fees \$ _____

199748

RECEPTION ☒ INDEXED ☒
FILMED ☐ DELIVERED ☐
MAILED ☐

Instrument # 199748

CLEARWATER COUNTY, OROFINO, IDAHO

2005-07-11 02:55:00 No. of Pages: 2

Recorded for: CCLT

ROBIN CHRISTENSEN

Ex-Officio Recorder Deputy

Fee: 6.00

RETURN TO: *[Signature]*

QUITCLAIM DEED

For Value Received, CHARLOTTE A. CURNUTT, wife of DONALD D. CURNUTT, the Grantor, does hereby convey, release, remise and forever quit claims unto DONALD D. CURNUTT, husband of CHARLOTTE A. CURNUTT, a married man dealing with his sole and separate property, the Grantee, whose current address is 6221 Quary Rd AL
Tucumcary, NM 88401, all of my right, title and interest in the following described real property situate in Clearwater County, State of Idaho, to-wit:

Township 36 North, Range 2 East, Boise Meridian:

Section 19: E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ and that part of the E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ and of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ lying South of the State Highway.

together with their appurtenances.

And Grantor does hereby acknowledge that it is the intention of this instrument to convey not only her entire present interest in the above-described property, but also any, every and all right, title and interest after acquired by Grantor, her heirs and assigns, through and by operation of law, descent, adverse possession or otherwise.

DATED this 6 day of July, 2005.

[Signature of Charlotte A. Curnutt]
CHARLOTTE A. CURNUTT



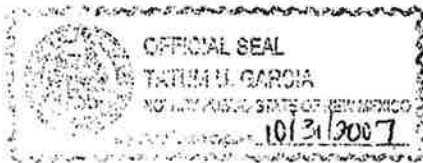
STATE OF NEW MEXICO)

: ss

County of Quay)

On this 10th day of July, 2005, before me, the undersigned, a Notary Public in and for the State of New Mexico, personally appeared CHARLOTTE A. CURNUTT, known or identified to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that she executed the same.

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



Tatum L. Garcia
Notary Public in and for the State of New Mexico,
residing at 3025 1st St Tucuman, NM 88401.

My commission expires October 31, 2007



RECEPTION ☒ INDEXED ☒
FILMED ☐ DELIVERED ☐
MAILED ☐

199749

Instrument # 199749

CLEARWATER COUNTY, OROFINO, IDAHO
2005-07-11 02:00:00 No. of Pages: 2

Recorded for: CCLT

ROBIN CHRISTENSEN

Ex-Officio Recorder Deputy

Fee: 6.00

WARRANTY DEED

RETURN TO: *

THIS INDENTURE, Made on this 1st day of ^{July} ~~June~~, 2005, by and between KIP

ALLAN RANDALL as trustee of The Randall Revocable Living Trust, dated August 6, 1996, as amended, GRANTOR, and DONALD D. CURNUTT, a married man dealing with his sole and separate property, of 4660 Gilbert Grade, Orofino, Idaho, GRANTEE.

WITNESSETH: That

The GRANTOR, for and in consideration of the sum of ONE HUNDRED DOLLARS (\$100.00), lawful money of the United States of America, and other good and valuable considerations to it in hand paid by the said GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained, and sold, and by these presents does grant, bargain, sell, convey, and confirm unto the said GRANTEE, his heirs and assigns forever, all the following described real property, to wit:

Situate in the County of Clearwater, State of Idaho, to wit:

Township 36 North, Range 2 East, Boise Meridian
Section 19: E1/2 SW1/4 NE1/4, and that part of the E1/2 NW1/4 NE1/4
and of the NE1/4 NE1/4 lying South of the State Highway.

TOGETHER WITH, all and singular, the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, the remainder and remainders, rents, issues, and profits thereof, and all estate, right, title, and interest in and to said property in law as well as in equity of the said GRANTOR.

TO HAVE AND TO HOLD, all and singular, the above mentioned and described premises, together with the appurtenances, unto the said GRANTEE and to his heirs and assigns forever.

And the said GRANTOR, for itself, its heirs and assigns does covenant, grant, bargain, and agree to and with the said GRANTEE, his heirs and assigns, that at the time of the ensembling and delivery of these presents, it was well seized of the premises above conveyed as of good, sure, perfect, absolute, and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power, and lawful authority to grant, bargain, sell, and convey the same in the manner and form aforesaid, and that the same are free and clear from all other former grants, bargains,

* CLEARWATER LAND TITLE

WARRANTY DEED - 1

K:\0825700\05U12705 aa

liens, taxes, assessments, and encumbrances of whatever kind or nature whatsoever, EXCEPT real estate taxes for the year 2005 and SUBJECT TO easements and covenants of record.

And the above bargained premises in the quiet and peaceable possession of the GRANTEE, his heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said GRANTOR shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, the said GRANTOR has hereunto set its hand and seal the day and the year in this indenture first hereinabove written.

Kip Allan Randall TRUSTEE
Kip Allan Randall, as Trustee of The Randall
Revocable Living Trust, Grantor

STATE OF IDAHO)
) ss.
COUNTY OF NEZ PERCE)

On this 1st day of July, 2005, before me, Connie Barkhuff, a notary public, personally appeared Kip Allan Randall, as trustee of the Randall Revocable Living Trust, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as Trustee.

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



Connie Barkhuff
NOTARY PUBLIC for Idaho
Residing at Lewiston.
My commission expires on 8/27/2010

229880

Instrument # 229880

CLEARWATER COUNTY, OROFINO, IDAHO

11-15-2016 03:04:11 PM No. of Pages: 3

Recorded for: CCLT

CARRIE BRD

Fee: 16.00

Ex-Officio Recorder Deputy

Index to: DEED, WARRANTY

WARRANTY DEED

IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, EUGENE W. BAUSCH and COLLEEN M. BAUSCH, husband and wife, Grantors, do hereby convey, grant and warrant unto SCOTT D. CUMBERLAND and MICHELE L. CUMBERLAND, husband and wife, of 1317 2ND Street, Kamiah, Idaho, Grantees, the following described real property situate in the county of Clearwater, state of Idaho, to-wit:

Situate in the County of Clearwater, State of Idaho.

PARCEL 1:

All that part of the N1/2NE1/4 of Section 19, Township 36 North, Range 2 E.B.M., lying and being North of State Highway No. 7

EXCEPTING:

Beginning at the Northwest corner of the NW1/4NE1/4 of said Section 19; thence South along the West line of said NW1/4NE1/4 to the point of intersection with the Northerly right-of-way line of said State Highway No. 7; thence Southeasterly along said right-of-way line 960 feet; thence Northwesterly (along a line extending between the last mentioned point and a point on the North line of said NW1/4NE1/4 which is 430 feet East of the Northwest corner of said NW1/4NE1/4) to a point 450 feet South of the North line of said NW1/4NE1/4, when measured at right angles therefrom; thence East to a point 1040 feet West of the East line of the NE1/4NE1/4 of said Section 19; thence South 370 feet; thence East 1040 feet to the East line of said NE1/4NE1/4; thence North 820 feet to the Northeast corner of said NE1/4NE1/4 thence West to the Point of Beginning.

ALSO:

EXCEPTING:

A portion of the NW1/4NE1/4 of Section 19, Township 36 North, Range 2 E.B.M. described as:

Beginning at the Northwest corner of the NW1/4NE1/4 of said Section 19; thence South along the West line of said NW1/4NE1/4 to the point of intersection of said West line with the Northerly boundary line of the right-of-way to State Highway No. 7; thence Southeasterly along the North right-of-way line of said highway, a distance of 538 feet, which is the True Point of Beginning; thence

North 17°20' West 363 feet; thence

North 22°35' East 26 feet; thence

North 4°05' West 75 feet; thence

North 41°0' West 99 feet; thence

North 17°20' West to a point which is 245 feet East of the Northwest corner of said NW1/4NE1/4; thence

East 185 feet; thence

Southeasterly to a point which is 422 feet East of the Point of Beginning; thence

West to the True Point of Beginning.

EXCEPTING:

A portion of the NW1/4 NE1/4 of Section 19, Township 36 North, Range 2 East, Boise Meridian described as:

Beginning at the northwest corner of the NW1/4 NE1/4 of said Section 19; thence South along the West line of said NW1/4 NE1/4 to a point, a distance of 524 feet; thence S 62° 0' E 518 feet; thence

WARRANTY DEED

N 22° 35' E 26 feet; thence N 4° 05' W 75 feet; thence N 41° 0' W 99 feet; thence N 17° 20' W to a point, which is 245 feet East of the Northwest Corner of said NW1/4 NE1/4; thence West to the Point of Beginning.

EXCEPTING:

A parcel of land located in the Northeast quarter of the Northeast quarter of Section 19, Township 36 North, Range 2 East, Boise Meridian, Clearwater County, Idaho, more particularly described as follows:

Commencing at an aluminum monument marking the Northeast corner of said Section 19 and the Real Point of Beginning; thence along the North boundary of said Section 19, South 89°19'17" West a distance of 1251.20 feet to a drill steel; thence South 00°55'09" East a distance of 832.93 feet to a 5/8 inch by 30 inch rebar with a PLS 9584 cap; thence South 89°41'31" East a distance of 1239.25 feet to a 5/8 inch by 30 inch rebar with a PLS 9584 cap on the East boundary of said Section 19; thence along the East boundary of said Section 19 North 00°06'00" West a distance of 854.31 feet to an aluminum monument marking the Northeast corner of said Section 19 and the Real Point of Beginning.

ALSO EXCEPTING:

A parcel of land located in the North half of the Northeast quarter of Section 19, Township 36 North, Range 2 East, Boise Meridian, Clearwater County, Idaho, more particularly described as follows:

Commencing at an aluminum monument marking the Northeast corner of said Section 19; thence along the North boundary of said Section 19, South 89°19'17" West a distance of 1251.20 feet to a drill steel and the Point of Beginning; thence South 00°55'09" East a distance of 464.68 feet to a wooden fence corner; thence South 87°58'42" West a distance of 765.00 feet to a 5/8 inch by 30 inch rebar with a PLS 9584 cap; thence North 26°40'00" West a distance of 536.89 feet to a 5/8 inch by 30 inch rebar with a PLS 9584 cap marking a point on the North Boundary of said Section 19; thence along the North Boundary of said Section 19, North 89°19'17" East a distance of 998.10 feet to a drill steel and the Point of Beginning.

ALSO EXCEPTING;

A portion of the Northwest Quarter of the Northeast Quarter (NW1/4NE1/4) of Section 19, Township 36 North, Range 2 East, Boise Meridian, State of Idaho, described as:

Beginning at the Northwest corner of the NW1/4NE1/4 of said Section 19; thence South along the West line of said NW1/4NE1/4 to a point, a distance of 524 feet, which is the True Point of Beginning; thence South along the West line of said NW1/4NE1/4 to the point of intersection of said West line with the Northerly boundary line of the right of way State Highway No. 7; thence Southeasterly along the North right of way line of said Highway, a distance of 538 feet; thence North 17°20' West 363 feet; thence North 62°0' West 518 feet; to the True Point of Beginning.

ALSO EXCEPTING:

That portion of a parcel of land described in Warranty Deed recorded as Instrument No. 110367 located in the Northeast Quarter of the Northeast Quarter of Section 19, Township 36 North, Range 2 East, Boise Meridian, Clearwater County, State of Idaho, situated East and North of the following described line:

Commencing at an aluminum monument marking the Northeast corner of said Section 19; thence, along the North boundary of said Section 19, South 89°19'17" West a distance of 1251.20 feet to a drill steel and the Point of Beginning.

WARRANTY DEED

Beginning for this line; thence South 00°55'09" East a distance of 832.93 feet to a 5/8 inch by 30 inch rebar with a PLS 9584 cap; thence South 89°41'31" East a distance of 1239.25 feet to a 5/8 inch by 30 inch rebar with a PLS 9584 cap and the Point of Terminus for this line, said point being on the East boundary of said Section 19 and the South 00°06'00" East a distance of 854.31 feet from the Northeast corner of said Section 19.

TO HAVE AND TO HOLD the said premises with their tenements, hereditaments, appurtenances, issues and profits unto the said Grantees and the Grantees' successors and assigns forever. And the Grantors do hereby covenant to and with the Grantees that the real property is free from all encumbrances, except as above described, and that the Grantors will warrant and forever defend title thereto against all lawful claims and demands whatsoever.

THIS WARRANTY DEED is executed this 15 day of November, 2016, by the Grantors to the above named Grantees.

Eugene W. Bausch
EUGENE W. BAUSCH

Colleen M. Bausch
COLLEEN M. BAUSCH

STATE OF IDAHO)
)
County of Clearwater)

On this 15th day of November, 2016, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared EUGENE W. BAUSCH, and COLLEEN M. BAUSCH, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

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



Brittany Goetz
Notary Public in and for the State of Idaho
residing at Orofino, ID, therein.
My commission expires: 8/01/17

231328
Exhibit A + B

Instrument # 231328
CLEARWATER COUNTY, OROFINO, IDAHO
7-14-2017 12:08:45 PM No. of Pages: 2
Recorded for: GCLT**
CARRIE BIRD
Ex-Officio Recorder Deputy *Carak Hiskett*
Index to: DEED, WARRANTY

WARRANTY DEED

For Value Received, Eugene W. Bausch and Colleen M. Bausch, husband and wife, hereinafter referred to as GRANTOR, for a good and valuable consideration the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Donald D. Curnutt and Lisa Curnutt, husband and wife, 4425 Gilbert Grade, Orofino, Idaho 83544, hereinafter referred to as GRANTEE, all of the following described real property located in the County of Clearwater, State of Idaho to-wit:

Situate in the County of Clearwater, State of Idaho.

PARCEL NO. 1:

A portion of the NW1/4NE1/4 of Section 19, Township 36 North, Range 2 East, Boise Meridian, described as:

Beginning at the Northwest corner of the NW1/4NE1/4 of said Section 19; thence South along the West line of said NW1/4NE1/4 to the point of intersection of said West line with the Northerly boundary line of the right-of-way to State Highway No. 7; thence Southeasterly along the North right-of-way line of said highway a distance of 538 feet, which is the True Point of Beginning; thence

North 17°20' West 363 feet; thence
North 22°35' East 26 feet; thence
North 4°05' West 75 feet; thence
North 41°0' West 99 feet; thence
North 17°20' West to a point which is 245 feet East of the Northwest corner of said NW1/4NE1/4; thence
East 185 feet; thence
Southeasterly to a point which is 422 feet East of the Point of Beginning; thence
West to the True Point of Beginning;

PARCEL NO. 2:

A portion of the NW1/4NE1/4 of Section 19, Township 36 North, Range 2 East, Boise Meridian described as

Beginning at the Northwest corner of the NW1/4NE1/4 of said Section 19; thence South along the West line of said NW1/4NE1/4 to a point, a distance of 524 feet; thence South 62°0' East 518 feet; thence North 22°35' East 26 feet; thence North 4°05' West 75 feet; thence North 41°0' West 99 feet; thence North 17°20' West to a point, which is 245 feet East of the Northwest Corner of said NW1/4NE1/4; thence West to the Point of Beginning;

06/21/2018 9:03 PM PDT

[Signature] LRC
Seller initials

14/18/18
Date

WARRANTY DEED - 1

[Signature] 11-8-2018
Buyer's initials Date

EXCEPTING:

A parcel of land located in the North half of the Northeast Quarter of Section 19, Township 36 North, Range 2 East, Boise Meridian, Clearwater County, Idaho, more particularly described as follows:

Commencing at an aluminum monument marking the Northeast corner of said Section 19; thence along the North boundary of said Section 19, South 89°19'17" West a distance of 1251.20 feet to a drill steel and the Point of Beginning; thence South 00°55'09" East a distance of 464.68 feet to a wooden fence corner; thence South 87°58'42" West a distance of 765.00 feet to a 5/8 inch by 30 inch rebar with a PLS 9584 cap; thence North 26°40'00" West a distance of 536.89 feet to a 5/8 inch by 30 inch rebar with a PLS 9584 cap marking a point on the North Boundary of said Section 19; thence along the North Boundary of said Section 19, North 89°19'17" East a distance of 998.10 feet to a drill steel and the Point of Beginning.

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 said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

This Warranty Deed is executed the 14th day of July, 2017, by the Grantor to the Grantee named above.

Eugene W. Bausch
EUGENE W. BAUSCH
SELLER

Colleen M. Bausch
COLLEEN M. BAUSCH
SELLER

STATE OF IDAHO

County of Clearwater

)
) ss.
)

On this 14th day of July, 2017, before me, a notary public in and for the State of Idaho, personally appeared Eugene W. Bausch and Colleen M. Bausch, husband and wife, known or identified to me to be the persons whose name are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



Brittany Goetz
Notary Public in and for Idaho.
Residing at: Orofino, ID
Commission Expires: 8/01/17

WARRANTY DEED - 2

Don Cunniff DLRC 18 Apr 13 05/21/2018 9:03 PM PDT
Sellers initials S. Date

Buyers initials ALB 11-8-2018
Buyers initials Date

234716

Instrument # 234716

CLEARWATER COUNTY, OROFINO, IDAHO

11-29-2018 03:12:48 PM No. of Pages: 3

Recorded for CCLT

CARRIE BIRD

Fee: 15.00

Ex-Officio Recorder Deputy

Index to: DEED, WARRANTY

WARRANTY DEED

Donald D Curnutt and Lisa Curnutt, husband and wife, hereinafter called the Grantor, in and for good and valuable consideration, the receipt of which is hereby acknowledged, do hereby GRANT, CONVEY, and WARRANT to Anthony R. Ortiz, a married man as his sole and separate property, whose address is 320 Meadow Lark Lane, Orofino, Idaho 83544 all right, title and interest in the following described real property:

Situate in the County of Clearwater, State of Idaho

PARCEL NO 1

A portion of the NW1 /4NE1 /4 of Section 19, Township 36 North, Range 2 East, Boise Meridian, described as.

Beginning at the Northwest corner of the NW1 /4NE1 /4 of said Section 19; thence South along the West line of said NW1 /4NE1 /4 to the point of intersection of said West line with the Northerly boundary line of the right-of-way to State Highway No. 7, thence Southeasterly along the North right-of-way line of said highway a distance of 538 feet, which is the True Point of Beginning; thence

North 17°20' West 363 feet; thence

North 22° 35' East 26 feet; thence

North 4°05' West 75 feet; thence

North 41 °0' West 99 feet, thence

North 17°20' West to a point which is 245 feet East of the Northwest corner of said NW1/4NE1/4, thence

East 185 feet; thence

Southeasterly to a point which is 422 feet East of the Point of Beginning; thence

West to the True Point of Beginning;

PARCEL NO 2

A portion of the NW1 /4NE1 /4 of Section 19, Township 36 North, Range 2 East, Boise Meridian described as

Beginning at the Northwest corner of the NW1 /4NE1 /4 of said Section 19; thence South along the West line of said NW1 /4NE1 /4 to a point, a distance of 524 feet; thence South 62°0' East 518 feet; thence North 22°35' East 26 feet; thence North 4°05' West 75 feet; thence North 41 °0' West 99 feet; thence North 17°20' West to a point, which is 245 feet East of the Northwest Corner of said NW1/4NE1/4, thence West to the Point of Beginning;

EXCEPTING

A parcel of land located in the North half of the Northeast Quarter of Section 19, Township

WARRANTY DEED

36 North, Range 2 East, Boise Meridian, Clearwater County, Idaho, more particularly described as follows

Commencing at an aluminum monument marking the Northeast corner of said Section 19, thence along the North boundary of said Section 19, South 89° 19'17" West a distance of 1251.20 feet to a drill steel and the Point of Beginning; thence South 00° 55'09" East a distance of 464 68 feet to a wooden fence corner; thence South 87° 58'42" West a distance of 765 00 feet to a 5/8 inch by 30 inch rebar with a PLS 9584 cap; thence North 26°40'00" West a distance of 536 89 feet to a 5/8 inch by 30 inch rebar with a PLS 9584 cap marking a point on the North Boundary of said Section 19; thence along the North Boundary of said Section 19, North 89°19'17" East a distance of 998 10 feet to a drill steel and the Point of Beginning.

Subject To Rights of the public in and to that portion of said premises lying within Gilbert Grade and Highway 7

Subject To Sale Description and Agreements on a Tract Land between Conrad and Evelyn Krieger and Daniel and Ruth Bausch recorded on May 22, 1972, as Instrument No 101194

Subject To Contract and Agreements for the Sale of a Tract of Land between Conrad and Evelyn Krieger and Daniel and Ruth Bausch recorded on March 16, 1983, as Instrument No 134257

Subject To Notice of Claim to a Water Right filed by Conrad and Evelyn Krieger recorded on August 2, 1988, as Instrument No 150100

Subject To Easements contained in a Warranty Deed from Conrad and Evelyn Krieger to Hurley and Lucile Swan recorded in Book 53 of Deeds at page 129

TO HAVE AND TO HOLD the said premises with their appurtenances, unto the said Grantee and to the Grantee's heirs and assigns forever The Grantor does hereby covenant to and with the Grantee, that the described real property is free from all encumbrances, except as above described, and that Grantor will warranty and forever defend the title thereto against all lawful claims and demands whatsoever

DATED this 23 day of November, 2018


Donald D. Curnutt


Lisa Curnutt

WARRANTY DEED

STATE OF New Mexico)
County of Doña Ana) ss.

On this 23 day of November, 2018, before me, the undersigned Notary Public, personally appeared Donald D Curnutt and Lisa Curnutt, husband and wife, known or identified to me to be the persons who executed the within instrument and acknowledged to me that they executed the same.

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

M. Shimshock
NOTARY PUBLIC FOR State of NM
Commission expires. 2-22-22



OFFICIAL SEAL
M. SHIMSHOCK
NOTARY PUBLIC STATE OF NEW MEXICO

My commission expires: 2-22-22

WARRANTY DEED

235241

Instrument # 235241

CLEARWATER COUNTY, OROFINO, IDAHO

2-16-2018 02:20:53 PM No. of Pages: 3

Recorded for : CCLT

CARRIE BIRD

Fee: 15.00

Ex-Officio Recorder Deputy

Index to: DEED, WARRANTY

Return

WARRANTY DEED

Anthony R. Ortiz, a married man as his sole and separate property, hereinafter called the Grantor, in and for good and valuable consideration, the receipt of which is hereby acknowledged, do hereby GRANT, CONVEY, and WARRANT to Scott Dan Cumberland and Michele Louise Cumberland, husband and wife, whose address is 158 Meadowlark Lane, Orofino, ID 83544, herein after called Grantee, all right, title and interest in the following described real property:

SITUATE IN THE COUNTY OF CLEARWATER, STATE OF IDAHO, to-wit:

A parcel of land situate in the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 19, Township 36 North, Range 2 East, Boise Meridian, Clearwater County, State of Idaho, more particularly described as follows:

Commencing a 1 $\frac{1}{2}$ " diameter steel axel marking the North $\frac{1}{4}$ corner of said Section 19; thence, along the North boundary line of said Section 19, North $89^{\circ}42'15''$ East a distance of 385.43 feet to a 5/8" diameter rebar; thence, leaving said North boundary line, South $26^{\circ}20'07''$ East a distance of 536.85 feet to a 5/8" diameter rebar, said point being the True Point of Beginning; thence North $88^{\circ}22'44''$ East a distance of 43.47 feet to a point; thence South $26^{\circ}16'32''$ East a distance of 692.13 feet to a point; thence due West a distance of 422.00 feet to a point; thence North $17^{\circ}02'21''$ West a distance of 344.63 feet to a 5/8" diameter rebar; thence North $13^{\circ}52'35''$ West a distance of 18.40 feet to a wood fence corner set in concrete in a metal container; thence North $42^{\circ}11'17''$ East a distance of 46.38 feet to a set 5/8" diameter by 30" long rebar with a PLS 11593 plastic cap located on the Easterly side of an existing skid trail; thence, along the Easterly side of said skid trail, North $08^{\circ}27'23''$ West a distance of 75.92 feet to a point; thence North $15^{\circ}21'01''$ East a distance of 90.45 feet to a set 5/8" diameter by 30" long rebar with a PLS 11593 plastic cap; thence North $48^{\circ}21'55''$ East a distance of 77.98 feet to a point; thence North $43^{\circ}34'16''$ East a distance of 30.35 feet to a set 5/8" diameter by 30" long rebar with a PLS 11593 plastic cap; thence, leaving said skid trail, North $88^{\circ}22'44''$ East a distance of 54.44 feet to a 5/8" diameter rebar, said point being the True Point of Beginning.

Reserving to Grantor: An unrestricted, non-exclusive easement for ingress, egress and utilities inuring to the benefit of Grantors' retained property, described as follows:

WARRANTY DEED

An easement for the purpose of ingress, egress and utilities, 30.00 feet wide, 15.00 feet on each side of the following described centerline, situate in the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 19, Township 36 North, Range 2 East, Boise Meridian, Clearwater County, State of Idaho, more particularly described as follows:

Commencing a 1 $\frac{1}{2}$ " diameter steel axel marking the North $\frac{1}{4}$ corner of said Section 19; thence South 46°03'23" East a distance of 1385.56 feet to the intersection of the centerline of Meadow Lark Lane and the centerline of an existing access road, said point being the **True Point of Beginning**; thence, along said access road centerline, South 79°02'00" West a distance of 45.81 feet to a point; thence around a 146.28 foot radius curve to the right through a central angle of 30°36'17" an arc distance of 78.14 feet, said curve having a chord bearing and length of North 85°39'51" West 77.21 feet, to a point; thence North 70°21'40" West a distance of 37.36 feet to a point; thence around a 190.44 foot radius curve to the left through a central angle of 13°17'57" an arc distance of 44.20 feet, said curve having a chord bearing and length of North 77°00'38" West 44.10 feet, to a point; thence North 83°39'37" West a distance of 83.50 feet to a point; thence North 88°06'46" West a distance of 84.03 feet to a point; thence around a 100.16 foot radius curve to the right through a central angle of 56°14'06" an arc distance of 98.30 feet, said curve having a chord bearing and length of North 59°59'44" West 94.41 feet, to a point; thence North 31°52'41" West a distance of 71.47 feet to a point; thence around a 572.28 foot radius curve to the left through a central angle of 09°46'40" an arc distance of 97.66 feet, said curve having a chord bearing and length of North 36°46'01" West 97.54 feet, to a point, said point being the **Point of Terminus** of said easement, from which a 1 $\frac{1}{2}$ " diameter steel axel marking the North $\frac{1}{4}$ corner of said Section 19 bears North 31°19'12" West a distance of 870.78 feet.

Subject to any easements written, unwritten, recorded or unrecorded.

SUBJECT TO: Rights of the public in and to that portion of said premises lying within Gilbert Grade and Highway 7.

SUBJECT TO: Sale Description and Agreements on a Tract Land between Conrad and Evelyn Krieger and Daniel and Ruth Bausch recorded on May 22, 1972, as Instrument No. 101194.

SUBJECT TO: Contract and Agreements for the Sale of a Tract of Land between Conrad and Evelyn Krieger and Daniel and Ruth Bausch recorded on March 16, 1983, as Instrument No. 134257.

SUBJECT TO: Notice of Claim to a Water Right filed by Conrad and Evelyn Krieger recorded on August 2, 1988, as Instrument No. 150100.

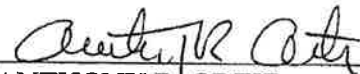
SUBJECT TO: Easements contained in a Warranty Deed from Conrad and Evelyn Krieger to Hurley and Lucile Swan recorded in Book 53 of Deeds at page 129. .

WARRANTY DEED

SUBJECT TO: All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the record of Survey recorded January 14, 2019, as instrument number 235043, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

TO HAVE AND TO HOLD the said premises with their appurtenances, unto the said Grantee and to the Grantee's heirs and assigns forever. The Grantor does hereby covenant to and with the Grantee, that the described real property is free from all encumbrances, except as above described, and that Grantor will warranty and forever defend the title thereto against all lawful claims and demands whatsoever.

DATED this 15 day of February, 2019


ANTHONY R. ORTIZ

STATE OF IDAHO)
) ss.
County of Clearwater)

On this 15th day of February, 2019, before me, the undersigned Notary Public, personally appeared ANTHONY R. ORTIZ, known or identified to me to be the person who executed the within instrument and acknowledged to me that he/she/they executed the same.

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

(NOTARY SEAL)




NOTARY PUBLIC FOR IDAHO
Commission expires: 8/01/23

WARRANTY DEED

235517

Instrument # 235517

CLEARWATER COUNTY, OROFINO, IDAHO

4-16-2019 12:58:54 PM No. of Pages: 3

Recorded for: ALISON BRANDT

CARRIE BIRD

Fee: \$5.00

Ex-Officio Recorder Deputy

Index to: DEED, QUIT-CLAIM

RETURN TO #

QUITCLAIM DEED

THIS INDENTURE, made this 29 day of March, 2019, between Scott D. Cumberland, also known as Scott Dan Cumberland, and Michele L. Cumberland, also known as Michele Louise Cumberland, husband and wife, Grantor, and Scott D. Cumberland and Michele L. Cumberland, husband and wife, 158 Meadowlark Lane, Orofino, Idaho 83544, hereinafter referred to as Grantee.

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) lawful money of the United States of America, and other good and valuable consideration, to him in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these presents remise, release and forever quitclaim unto the said Grantee, and to said Grantee's heirs, successors and assigns his undivided interest in all that certain lot, piece, or parcel of land, including any after acquired title or interest, situate, lying, and being on said property, located in Clearwater County, Idaho, described as follows, to-wit:

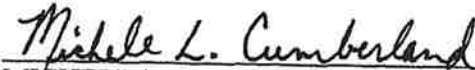
See attached Exhibit "A" attached hereto and incorporated herein

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, including after acquired title or interest.

TO HAVE AND TO HOLD, all and singular the said premises, together with appurtenances, unto the Grantee, and to her heirs, successors, and assigns forever.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand the day and year first above written.


SCOTT D. CUMBERLAND
Grantor
STATE OF IDAHO)
) ss.
County of Clearwater)


MICHELE L. CUMBERLAND
Grantor

On this 29 day of March, 2019, before me, a notary public in and for the State of Idaho, personally appeared Scott Dan Cumberland and Michele Louise Cumberland, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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




Notary Public in and for Idaho.
Commission Expires: 2-26-22

QUITCLAIM DEED

Exhibit "A"

A parcel of land situate in the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 19, Township 36 North, Range 2 East, Boise Meridian, Clearwater County, State of Idaho, more particularly described as follows:

Commencing a 1 $\frac{1}{2}$ " diameter steel axel marking the North $\frac{1}{4}$ corner of said Section 19; thence, along the North boundary line of said Section 19, North $89^{\circ}42'15''$ East a distance of 385.43 feet to a $\frac{5}{8}$ " diameter rebar; thence, leaving said North boundary line, South $26^{\circ}20'07''$ East a distance of 536.85 feet to a $\frac{5}{8}$ " diameter rebar, said point being the **True Point of Beginning**; thence North $88^{\circ}22'44''$ East a distance of 764.58 feet to an existing fence corner; thence, along an existing fence line, South $00^{\circ}32'19''$ East a distance of 368.26 feet to a fence corner; thence, continuing along said fence line, South $89^{\circ}19'40''$ East a distance of 1239.00 feet to a $\frac{5}{8}$ " diameter rebar located on the East boundary line of said Section 19; thence, leaving said fence line, along said East boundary line, South $00^{\circ}15'08''$ West a distance of 466.57 feet to a $\frac{5}{8}$ " diameter rebar marking the Southeast corner of said North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 19; thence, leaving said East boundary line, along the South boundary line of said North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 19, South $89^{\circ}58'01''$ West a distance of 1320.09 feet to a $\frac{5}{8}$ " diameter rebar; thence, continuing along said South boundary line, South $89^{\circ}58'01''$ West a distance of 67.88 feet to a set $\frac{5}{8}$ " diameter by 30" long rebar with a PLS 11593 plastic cap located in the Northerly right-of-way line of State Highway 7, also known as the Gilbert Grade Road; thence, leaving said South boundary line, along said right-of-way line, North $41^{\circ}52'26''$ West a distance of 57.65 feet to a point; thence around a 341.12 foot radius curve to the left through a central angle of $58^{\circ}36'39''$ an arc distance of 348.95 feet, said curve having a chord bearing and length of North $71^{\circ}10'45''$ West 333.93 feet, to a set $\frac{5}{8}$ " diameter by 30" long rebar with a PLS 11593 plastic cap; thence South $79^{\circ}30'55''$ West a distance of 2.50 feet to a point; thence around a 70.09 foot radius curve to the right through a central angle of $29^{\circ}26'45''$ an arc distance of 36.02 feet, said curve having a chord bearing and length of North $85^{\circ}45'42''$ West 35.63 feet, to a point; thence North $71^{\circ}02'18''$ West a distance of 44.00 feet to a point; thence around a 730.04 foot radius curve to the left through a central angle of $20^{\circ}15'56''$ an arc distance of 258.22 feet, said curve having a chord bearing and length of North $81^{\circ}10'16''$ West 256.87 feet, to a $\frac{5}{8}$ " diameter rebar; thence, leaving said right-of-way line, North $17^{\circ}02'21''$ West a distance of 347.31 feet to a $\frac{5}{8}$ " diameter rebar; thence North $13^{\circ}52'35''$ West a distance of 18.40 feet to a wood fence

corner set in concrete in a metal container; thence North $42^{\circ}11'17''$ East a distance of 46.38 feet to a set $5/8''$ diameter by 30" long rebar with a PLS 11593 plastic cap located on the Easterly side of an existing skid trail; thence, along the Easterly side of said skid trail, North $08^{\circ}27'23''$ West a distance of 75.92 feet to a point; thence North $15^{\circ}21'01''$ East a distance of 90.45 feet to a set $5/8''$ diameter by 30" long rebar with a PLS 11593 plastic cap; thence North $48^{\circ}21'55''$ East a distance of 77.98 feet to a point; thence North $43^{\circ}34'16''$ East a distance of 30.35 feet to a set $5/8''$ diameter by 30" long rebar with a PLS 11593 plastic cap; thence, leaving said skid trail, North $88^{\circ}22'44''$ East a distance of 54.44 feet to a $5/8''$ diameter rebar, said point being the **True Point of Beginning**.

Said parcel containing 28.07 acres, more or less.

Subject to any easements written, unwritten, recorded or unrecorded.



State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region • 7600 N MINERAL DR STE 100 • COEUR D ALENE, ID 83815-7763
Phone: (208)762-2800 • Fax: (208)769-2819 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

June 07, 2019

SCOTT D CUMBERLAND
MICHELE L CUMBERLAND
158 MEADOWLARK LN
OROFINO ID 83544-5219

Re: Change in Ownership for Water Right No(s): 85-4336

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 762-2813.

Sincerely,

Natalie Steading
Natalie Steading
Tech Records Specialist 1

Enclosure(s)