

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

AUG 09 2013

DEPARTMENT OF
WATER RESOURCES

Notice of Change in Water Right Ownership

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
PD 25-12962	Yes ☐		Yes ☐		Yes ☐
PD 25-13199	Yes ☐		Yes ☐		Yes ☐
PD 25-13201	Yes ☐		Yes ☐		Yes ☐
PD 25-13202	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Tessie Lombard (25-12926) Jean Handia (25-13199, 25-13201, 25-13202)

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Lombard Land & Livestock LLC

Name of each new owner as listed on the conveyance document

New owner continued

Name connector

☐ and

☐ or

☐ and/or

3590 N Ballantyne Ln

Mailing address

Eagle

ID

83616

City

State

ZIP

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: JUNE 1ST 2001

6. 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.

7. Signature:

Signature of new owner/claimant

Title, if applicable

Date

Signature:

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by

Date

8-9-13

Receipt No.

C097599

Receipt Amt.

\$100.00

Approved by

Processed by

Date

8-26-13

SUPPORT DATA

13 4032 106 00003179

Policy of Title Insurance

**American Land
Title Association
Owner's Policy
(10-17-92)**

**SUBJECT TO THE EXCLUSIONS FROM
COVERAGE, THE EXCEPTIONS FROM
COVERAGE CONTAINED IN SCHEDULE B
AND THE CONDITIONS AND STIPULA-
TIONS, TICOR TITLE INSURANCE COM-
PANY**, a California corporation, herein called
the Company, insures, as of Date of Policy
shown in Schedule A, against loss or damage,
not exceeding the amount of insurance stated
in Schedule A, sustained or incurred by the
insured by reason of:

1. Title to the estate or interest described in
Schedule A being vested other than as
stated therein;

2. Any defect in or lien or encumbrance on the
title;
3. Unmarketability of the title.
4. Lack of a right of access to and from the
land.

The Company will also pay the costs,
attorneys' fees and expenses incurred in
defense of the title, as insured, but only to the
extent provided in the Conditions and
Stipulations.

This policy shall not be valid or binding until
countersigned below by an authorized signa-
tory of the Company.

Issued by:
BONNEVILLE LAND & TITLE CO.
497 N. CAPITAL AVENUE
SUITE 100
IDAHO FALLS, ID 83402
(208) 524-6600

TICOR TITLE INSURANCE COMPANY

By



President

Attest



Secretary


Authorized Signatory



Exclusions from Coverage

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

Conditions and Stipulations

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.
- (b) "insured claimant": an insured claiming loss or damage.
- (c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.
- (d) "land": the land described or referred to in Schedule A, or in Schedule C if not provided for in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in the applicable Schedule, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.
- (g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. Defects, liens, encumbrances, adverse claims or other matters:

- (a) created, suffered, assumed or agreed to by the insured claimant;
- (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
- (c) resulting in no loss or damage to the insured claimant;
- (d) attaching or created subsequent to Date of Policy; or
- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on;

- (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
- (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the records of the insured for this purpose. Whenever

requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT

If the land described in applicable Schedule consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All

arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at Ticor Title Insurance Company, Claims Department, P.O. Box 2233, Los Angeles, California 90051.



TICOR TITLE INSURANCE

**Policy
of
Title**

Insurance

Ticor Title Insurance Company

OWNERS
SCHEDULE A

aw

OFFICE FILE NUMBER	POLICY NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE	PREMIUM AMOUNT
T-17361 13 4032 106 003179		06/04/01 2:59 pm	\$230,000.00	\$995.00

1. Name of Insured:

UNDIVIDED INTERESTS:

ERNEST LOMBARD and RHONDA LOMBARD, husband and wife

LOMBARD LAND & LIVESTOCK, LLC, an Idaho Limited Liability Company

2. The estate or interest in the land which is covered by this policy is: **A Fee Simple.**

3. Title to the estate or interest in the land is vested in:

UNDIVIDED INTERESTS:

ERNEST LOMBARD and RHONDA LOMBARD, husband and wife

LOMBARD LAND & LIVESTOCK, LLC, an Idaho Limited Liability Company

4. The land herein described is encumbered by the mortgages or trust deeds, and assignments, if any, as shown in Schedule B hereof.

5. The land referred to in this Policy is described as follows:

Township 3 South, Range 43 East of the Boise Meridian, Bonneville County, Idaho.

**Section 21: E1/2 E1/2
SW1/4 SE1/4**

**Section 22: NW1/4
W1/2 SW1/4**

**Section 27: S1/2 NW1/4
W1/2 SW1/4**

**Section 28: Government Lots 1, 2, 3 and 4
NE1/4
SE1/4 NW1/4
NE1/4 SW1/4
NW1/4 SE1/4**

OWNERS

SCHEDULE A

E1/2 SE1/4

Section 29: Government Lot 1

OWNERS

SCHEDULE B

Page 1

Policy Number: 13 4032 106 003179

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

General Exceptions:

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

Special Exceptions:

1. Taxes for the first half of the year 2000 and all prior taxes have been paid.
Taxes for the second half of the year 2000 are a lien, now due and payable, but not yet delinquent.
(Tax No. RP03S43E210001 \$108.16 full year, 2000; affects E1/2 E1/2 less 2.4 Acres; SW1/4 SE1/4 of Section 21).
(Tax No. RP03S43E222401 \$140.40 full year, 2000; affects NW1/4 less 4.53 acres; W1/2 SW1/4 of Section 22).
(Tax No. RP03S43E273601 \$606.76 full year, 2000; affects S1/2 NW1/4; W1/2 SW1/4 of Section 27).
(Tax No. RP03S43E280001 \$613.58 full year, 2000; affects NE1/4; SE1/4 NW1/4; NE1/4 SW1/4; NW1/4 SE1/4; E1/2 SE1/4; LOTS 1-4 of Section 28).
(Tax No. RP03S43E297201 \$65.68 full year, 2000; affects Lot 1 of Section 29).
Taxes for the year 2001 are an accruing lien, not yet due or payable.
2. Easement and Right of Way as evidenced by that certain Right of Way Deed given by GRACE I. POWELL, a widow, as Grantor(s) to the UNITED STATES OF AMERICA, as Grantee(s), dated July 5, 1945, and recorded in Book 52 at Page 69 of Deed Records, records of Bonneville County, Idaho.
3. Mineral Reservations contained in the Patent from the United States of America, recorded in Book 92 at Page 239 of Deed Records, records of Bonneville County, Idaho. (Affects Sections 21, 22 and 28)
4. Easement as evidenced by that certain Right of Way Easement given by ERNEST LOMBARD and JOHN HANDIA, as Grantor(s) to LOWER VALLEY POWER AND LIGHT, INC., a cooperative corporation, as Grantee(s), dated August 14, 1959, and recorded in Book 22 at Page 381 of Leases and Contracts, records of Bonneville County, Idaho.

OWNERS

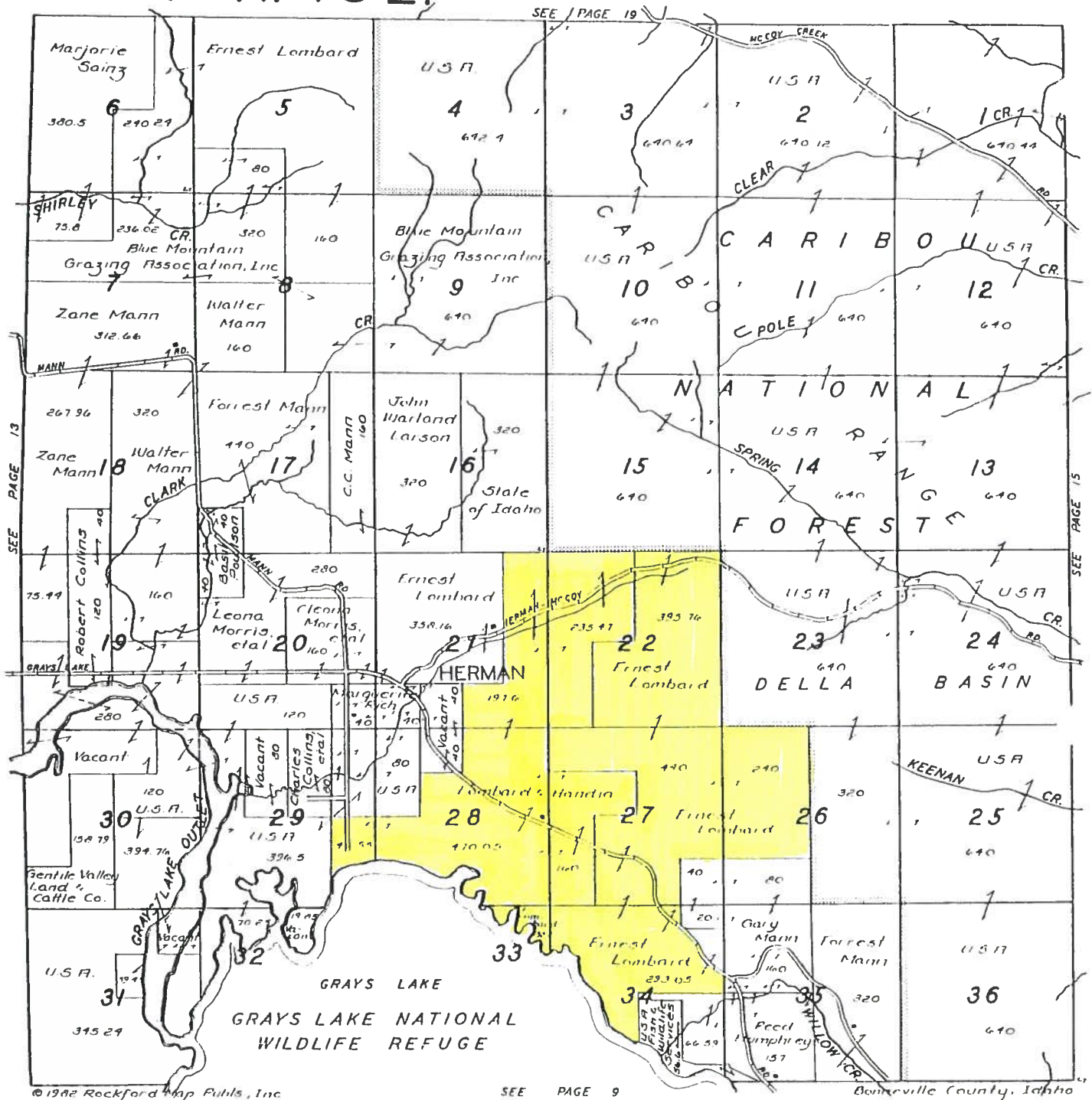
SCHEDULE B

Page 2

Policy Number: 13 4032 106 003179

5. Refuge Use and Cooperative Use Agreement by and between ERNEST LOMBARD & TESSIE LOMBARD, husband and wife and JEAN HANDIA, parties of the first part and THE UNITED STATES OF AMERICA, acting by and through the Regional Director of the Bureau of Sport Fisheries and Wildlife of the United States Department of the Interior, party of the second part, dated May 10, 1965, and recorded as Instrument No. 350918 on August 12, 1965, at 2:41 p.m., records of Bonneville County, Idaho.
6. The defects in the legal description contained in that certain Personal Representative Deed given by TESSIE LOMBARD, Personal Representative of the Estate of ERNEST LOMBARD, deceased, as Grantor(s) to TESSIE LOMBARD, a widow, as Grantee(s), dated March 30, 1989, and recorded as Instrument No. 767434 on May 19, 1989, at 9:42 a.m., records of Bonneville County, Idaho. (Affects Section 21 and 22)
7. The defects in the legal description contained in that certain Quitclaim Deed given by TESSIE LOMBARD, a single person, as Grantor(s) to LOMBARD LAND & LIVESTOCK, LLC, as Grantee(s), dated December 5, 1998, and recorded as Instrument No. 983984 on December 10, 1998, at 9:52 a.m., records of Bonneville County, Idaho. (Affects Sections 21 and 22)
8. Subject to the rights of the public in and to that portion of the premises lying within Herman McCoy Road; Grays Lake Road and Mann Road.
9. Any of the above described property which arises from the Riparian right or claims. (Affects Sections 28 and 29)

T.3S.-R.43E.



This plat is made solely for the purpose of assisting in locating said land. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

Bonneville Land & Title Co.

497 N. Capital Ave • P.O. Box 51690 • Idaho Falls, ID 83405-1690 • (208) 524-6600 • Fax (208) 524-6072

McANANEY
& ASSOCIATES PLLC

ATTORNEYS AND COUNSELORS

DAVID P. McANANEY, J.D., LL.M., CPA

dpm@mcaney.us

t: 208.344.7500 f: 208.344.7501 Golden Eagle at Forest River 1101 W. River Street, Suite 100 Boise, ID 83702

November 20, 2012

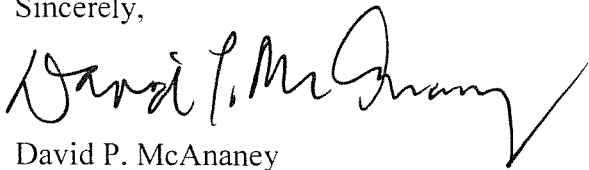
Mr. Ernest Lombard
3590 N. Ballantyne Lane
Eagle, ID 83616

RE: Estate of Tessie Lombard
M&A File No. 04009.001

Dear Ernest:

Enclosed is the original recorded Quitclaim Deed transferring the property located in Idaho Falls to Lombard Land & Livestock, LLC. If you have any questions, please contact our office. I hope you have a wonderful Thanksgiving.

Sincerely,



David P. McAnaney

DPM:tem

Enclosures

WHEN RECORDED

RETURN TO:

McAnaney & Associates PLLC
1101 W. River Street, Suite 100
Boise, Idaho 83702

Instrument # 1431646

IDAHO FALLS, BONNEVILLE, IDAHO

11-13-2012 12:17:33 No. of Pages: 3

Recorded for : MCANANEY & ASSOC

RONALD LONGMORE

Fee: 16.00

Ex-Officio Recorder Deputy

Index to: DEED, QUIT-CLAIM

QUITCLAIM DEED

Grantor, **Ernest J. Lombard, Trustee of the Tessie Lombard Revocable Trust, u/a/d December 23, 1998, as amended**, does hereby REMISE, RELEASE and forever QUITCLAIM unto **Lombard Land & Livestock, LLC**, whose current address is **3590 N. Ballantine Lane, Eagle, Idaho 83616**, as Grantee, and to Grantee's successors and assigns, all of Grantor's right, title and interest in and to the real property situated in Bonneville County, Idaho, more particularly described as follows:

See Exhibit A attached hereto.

TOGETHER with all tenements, hereditaments and appurtenances thereunto belonging.

In construing this deed, and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, Grantor has hereunto subscribed his name to this instrument this 6th day of November, 2012

Ernest J. Lombard, Trustee of the Tessie Lombard Revocable Trust, u/a/d December 23, 1998, as amended

NOTARY

STATE OF IDAHO)
 : ss.
County of Ada)

On this 6th day of November, 2012, before me, the undersigned, a Notary Public in and for said state, personally appeared **Ernest J. Lombard**, known or identified to me to be the person whose name is subscribed to the within instrument, as **Trustee of the Tessie Lombard Revocable Trust, u/a/d December 23, 1998, as amended**, and acknowledged to me that he executed the same as such Trustee.

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

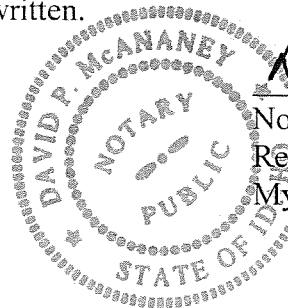
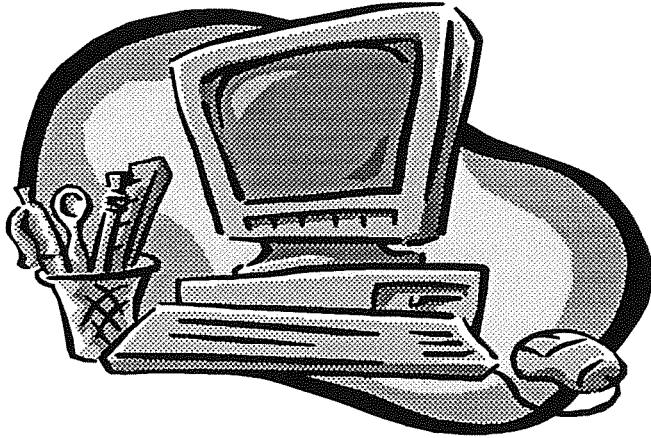
 David P. McAnaney
Notary Public for
Residing at: Boise ID
My commission expires: 12-22-15

EXHIBIT A

**TRACT 3
SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, SOUTH OF ROAD, SECTION 34,
TOWNSHIP 3 SOUTH, RANGE 43, EAST OF THE BOISE MERIDIAN, BONNEVILLE
COUNTY, IDAHO.**



TITLE FACT, INC.

163 Fourth Avenue North
Post Office Box 486
Twin Falls, Idaho 83303
(208) 733-3821
FAX (208) 733-3878

August 3, 2001

CASE NO. 45495
RE: LOMARD

TO: ERNIE & RHONDA LOMBARD
3590 N. BALLANTYNE LANE
EAGLE, IDAHO 83616

Enclosed please find the following:

- ORIGINAL RECORDED DEEDS
- OWNERS POLICY FROM BONNEVILLE LAND & TITLE CO.

FROM: Susie Moore

BLT T-17361
1049291

BONNEVILLE COUNTY RECORDER
1049291 JUN 4 '01 PM 2:59

PERSONAL REPRESENTATIVE'S DEED

THIS INDENTURE made this 1st ^{June} day of ~~May~~, 2001, between JEAN ETCHETO, Personal Representative of the ESTATE OF JEAN HANDIA, DECEASED ("Grantor") and ERNEST LOMBARD & RHONDA LOMBARD, husband and wife, as to an undivided thirty-nine percent (39%); and LOMBARD LAND & LIVESTOCK, LLC, an Idaho limited liability company, as to an undivided eleven percent (11%) ("Grantees") whose address is 3590 N. Ballantyne Lane, Eagle, Idaho 83616.

WITNESSETH:

That Grantor, for and in consideration of good and valuable consideration to him in hand paid by the Grantees, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said Grantees, and to their successors, heirs and assigns, forever, all of that certain piece or parcel of land situate, lying and being located in the County of Bonneville, State of Idaho, particularly described as follows, to-wit:

Legal Description attached hereto as Exhibit "A"
and incorporated herein by reference.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and together with any and all water rights appurtenant thereto, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest in the property, possession, claim and demand whatsoever, as well in law as in equity, of the Grantor, of, in or to the said premises, and every part and parcel thereof, with the appurtenances.

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

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

ESTATE OF JEAN HANDIA, DECEASED

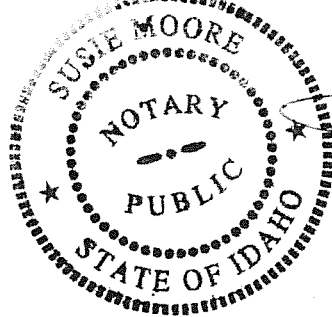
By: Jean Etcheto personal representative
JEAN ETCHETO, Personal Representative

(notary block follows)

STATE OF IDAHO)
 : ss.
County of Twin Falls)

On this 1st day of June, 2001, before the undersigned, a notary public for said State, personally appeared JEAN ETCHETO, known or identified to me to be the person who executed the instrument as Personal Representative of the ESTATE OF JEAN HANDIA, DECEASED, and acknowledged to me that he executed the same as said Personal Representative.

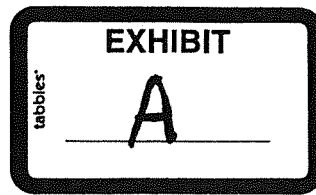
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Susie Moore
Notary Public
Residing at: Twin Falls
My Commission Expires: 11-28-2002

2807204_1.DOC

INSTRUMENT NO.	<u>1049291</u>
DATE	<u>6-4-01</u>
INST. CODE	<u>270</u>
IMAGED PGS	<u>3</u>
FEE	<u>9.00</u>
STATE OF IDAHO) COUNTY OF BONNEVILLE) ss	
I hereby certify that the within instrument was recorded.	
Renee Longmore, County Recorder	
By <u>M. Gelling</u>	Deputy
Request of <u>BLT</u>	



Township 3 South, Range 43 East of the Boise Meridian, Bonneville County, Idaho.

Section 21: **E1/2 E1/2**
 SW1/4 SE1/4

Section 22: **NW1/4**
 W1/2 SW1/4

Section 27: **S1/2 NW1/4**
 W1/2 SW1/4

Section 28: **Government Lots 1, 2, 3 and 4**
 NE1/4
 SE1/4 NW1/4
 NE1/4 SW1/4
 NW1/4 SE1/4
 E1/2 SE1/4

Section 29: **Government Lot 1**

BLT T-17361
1049292

45495sm

BONNEVILLE COUNTY RECORDER

1049292 JUN 4 '01 PM 2:59

TitleFact, Inc.
163 Fourth Avenue North
P.O. Box 486
Twin Falls, Idaho 83303

**** SPACE ABOVE FOR RECORDER ****

CORRECTION QUITCLAIM DEED

For Value Received **TESSIE LOMBARD**, a single person, does hereby convey, remise and forever quit claim unto **LOMBARD LAND & LIVESTOCK, L.L.C.**, whose address is:

the following described premises, to-wit:

Township 3 South, Range 43 East of the Boise Meridian, Bonneville County, Idaho
Section 21: E $\frac{1}{2}$ E $\frac{1}{2}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$
Section 22: NW $\frac{1}{4}$; W $\frac{1}{2}$ SW $\frac{1}{4}$
Section 27: S $\frac{1}{2}$ NW $\frac{1}{4}$; W $\frac{1}{2}$ SW $\frac{1}{4}$
Section 28: Government Lots 1, 2, 3, and 4
NE $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$; E $\frac{1}{2}$ SE $\frac{1}{4}$
Section 29: Government Lot 1

together with their appurtenances.

Dated: May 24, 2001

Tessie Lombard
TESSIE LOMBARD

INSTRUMENT NO.	1049292
DATE	6-4-01
INST. CODE	280
IMAGED PGS	3
FEE	3.00
STATE OF IDAHO) COUNTY OF BONNEVILLE) ss	
I hereby certify that the within instrument was recorded.	
Recorded Longmore, County Recorder	
By	M. Helling Deputy
Request of	BLT

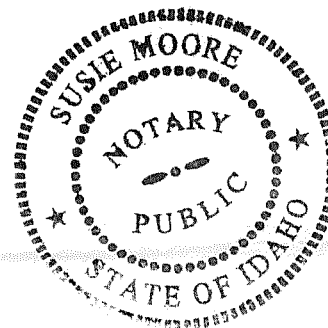
* * * * *

STATE OF IDAHO
County of Twin Falls

On this 25th day of May, 2001, before me, a Notary Public in and for said State, personally appeared **TESSIE LOMBARD**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same.

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

Susie Moore
Notary Public for Idaho
Residing in: Twin Falls, Idaho
Commission Expires: 11-28-2002



BLT T- 17361
1049293

BONNEVILLE COUNTY RECORDER

Case No. 45495sm

BONNEVILLE COUNTY RECORDER
1052119 JUL10'01 PM 3 41

1049293 JUN 4 '01 PM 2 59

1052119

TitleFact, Inc.
163 Fourth Avenue North
P.O. Box 486
Twin Falls, Idaho 83303

**** SPACE ABOVE FOR RECORDER ****

CORRECTION PERSONAL REPRESENTATIVE'S DEED

FOR VALUE RECEIVED **TESSIE LOMBARD** as Personal Representative of the Estate of **ERNEST LOMBARD**, deceased, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **TESSIE LOMBARD**, a widow, hereinafter called Grantee, whose address is:

the following described premises in Bonneville County, Idaho; to-wit:

Township 3 South, Range 43 East of the Boise Meridian, Bonneville County, Idaho
Section 21: E $\frac{1}{2}$ E $\frac{1}{2}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$
Section 22: NW $\frac{1}{4}$; W $\frac{1}{2}$ SW $\frac{1}{4}$
Section 27: S $\frac{1}{2}$ NW $\frac{1}{4}$; W $\frac{1}{2}$ SW $\frac{1}{4}$
Section 28: Government Lots 1, 2, 3, and 4
NE $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$; E $\frac{1}{2}$ SE $\frac{1}{4}$
Section 29: Government Lot 1

RE-RECORD TO ~~correct~~
RECORDING INFO.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and 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 they are free from all encumbrances except as described above; and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated:

ESTATE OF ERNEST LOMBARD, Deceased

BY Tessie Lombard
TESSIE LOMBARD, Personal Representative

STATE OF IDAHO
County of Twin Falls

On this 25th day of May, 2001, before me, a Notary Public, personally appeared **TESSIE LOMBARD**, known or identified to me to be the Personal Representative of the Estate of **ERNEST LOMBARD**, deceased, and the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same as said Personal Representative.

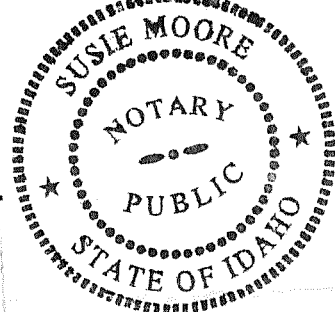
IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

Susie Moore

Notary Public for Idaho
Residing in Twin Falls, Idaho
Commission Expires 11-28-2002

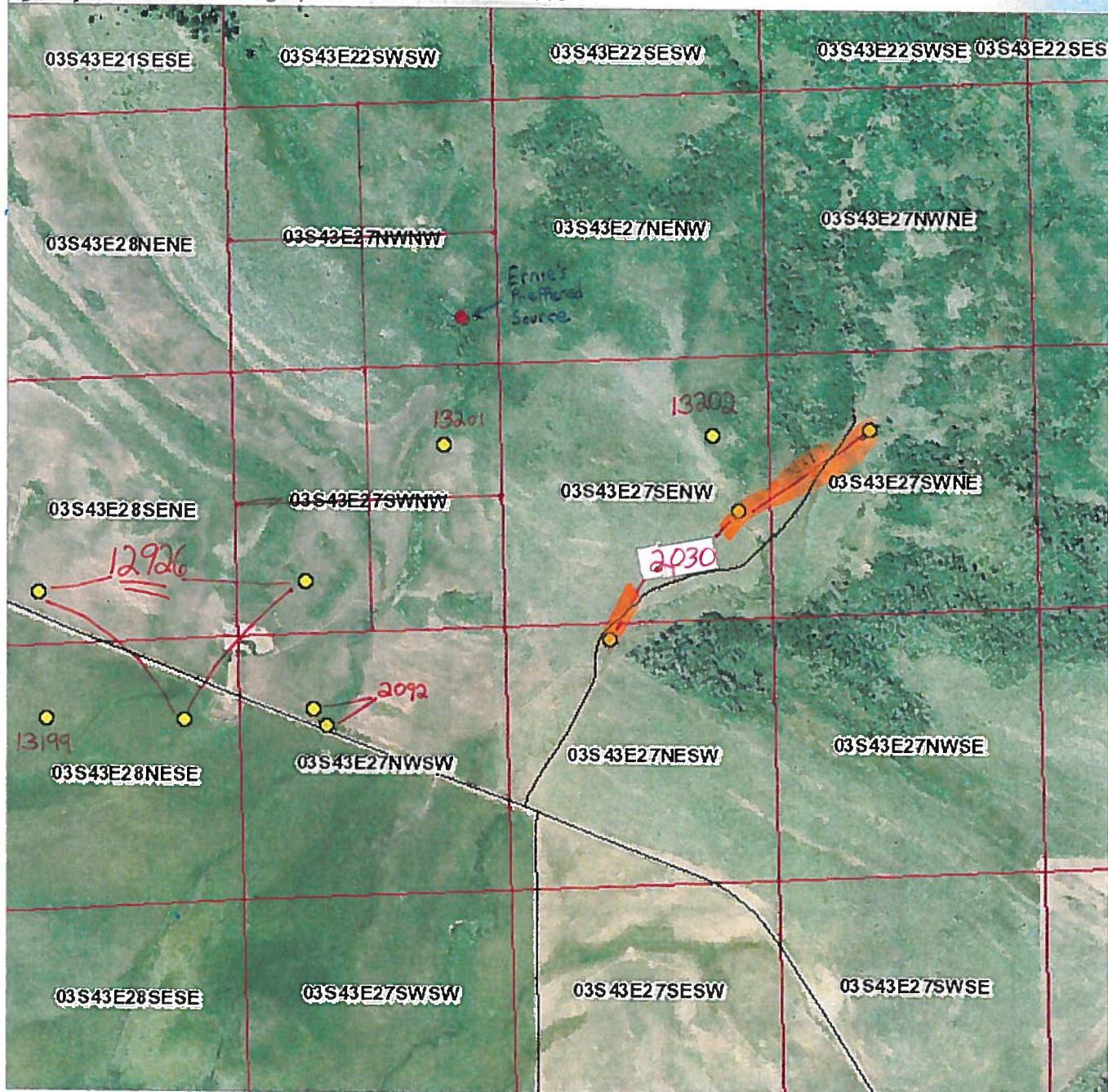
INSTRUMENT NO.	1052119
DATE	7-10-01
INST. CODE	270
IMAGED PGS	1
FEE	3.00
STATE OF IDAHO) ss COUNTY OF BONNEVILLE)	
I hereby certify that the within instrument was recorded.	
Ronald Longmore, County Recorder	
By	<u>W. B. Bagg</u> Deputy
Request of	BLT

INSTRUMENT NO.	1049293
DATE	6-4-01
INST. CODE	270
IMAGED PGS	3
FEE	3.00
STATE OF IDAHO) ss COUNTY OF BONNEVILLE)	
I hereby certify that the within instrument was recorded.	
Ronald Longmore, County Recorder	
By	<u>M. Sellings</u> Deputy
Request of	BLT



IDAHO

Department of Water Resources
Geographic Information Services



Created: Thursday, October 25, 2012 -- Persons using information from this site for official purposes, or other purposes, for which accuracy should first verify the information with the public records or other primary sources from which the information was obtained.

25-2030	Lombard Land + Livestock LLC
25-2092	Lombard Land + Livestock LLC
25-12926	Tessie Lombard
25-13199	Jean Handia
25-13201	Jean Handia
25-13202	Jean Handia
Current OWNER (According to IDWR Website)	