

Page 1 of 6STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 70391APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1RECEIVED
APR - 9 2003Name of applicant Blue Lakes Country Club Inc. Phone Department of Water Resources
Post Office address P.O. Box 582 Twin Falls, ID 83301

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☐ Add diversion point ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____

2. Describe the reason for the proposed changes To adjust place of use to reflect actual irrigated areas and create permissible place of use for three water rights

Note: Firefighting purposes allowed under SRBA Basin Wide Issue number 5 under water right 36-02083A

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Right Number Priority Amount (cfs/ac-ft) Nature of Use Period of Use
- | | | | | |
|------------------|------------------|-------------|-------------------|------------------------------|
| <u>36-02083A</u> | <u>5/26/1949</u> | <u>1.15</u> | <u>Irrigation</u> | <u>Irrig</u> to <u>Seaso</u> |
| <u>36-02083B</u> | <u>5/26/1949</u> | <u>.05</u> | <u>Irrigation</u> | <u>Irrig</u> to <u>Seaso</u> |
| <u>36-08593</u> | <u>7/19/1991</u> | <u>0.7</u> | <u>Irrigation</u> | <u>3/15</u> to <u>11/15</u> |
| | | | | to _____ |
2. Total amount of water being transferred 1.90 cubic feet per second and/or 380 acre-feet per annum.
3. Source of water Alpheus Creek tributary to Snake River
4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
<u>6</u>		<u>NW</u>	<u>NE</u>	<u>33</u>	<u>9S</u>	<u>17E</u>	<u>Jerome</u>	<u>Lot 6</u>
		<u>NW</u>	<u>SE</u>	<u>28</u>	<u>9S</u>	<u>17E</u>	<u>Jerome</u>	

5. Lands irrigated or place of use: See Attached Aerial Photo and Spreadsheet

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

(70391)

PART 1

6. General Information:

a. Description of diversion system Pumps and pipelines to sprinkler system for golf course

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?

☐ Yes ☒ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.

c. Describe the effect on the land now irrigated if the place of use is changed pursuant to this transfer:

None

d. Remarks:

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

And said application is hereby _____, subject to the following limitations and conditions:

Witness my hand this _____ day of _____, 19 _____.

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Page 3 of 6

Transfer No. _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. 2083A 36-08023A Decreed to Blue Lakes Country Club Inc.
in case of SRBA 39576 vs. _____
dated _____ in _____ county of _____
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. check appropriate box below.

☐ Tax notice

☐ Warranty Deed

☐ Other _____

3. Source of water _____ tributary to _____

4. Date of priority _____

5. Water is used for the following purpose:

Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right _____ cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

Total acres _____

9. Describe any other water rights used for the same purpose as described above _____

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

No _____ If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(if the entire right is to be changed by the applicant, omit part B and C)

1. Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft) _____ for _____ purposes from _____ to _____
Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft) _____ for _____ purposes from _____ to _____
Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft) _____ for _____ purposes from _____ to _____

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

Total acres _____

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft) _____ for _____ purposes from _____ to _____
Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft) _____ for _____ purposes from _____ to _____
Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft) _____ for _____ purposes from _____ to _____

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

Total acres _____

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BLUE LAKES COUNTRY CLUB IRRIGATED ACREAGE

TOWNSHIP 09S, RANGE 17E

300 0 300 600 900 1200 Feet

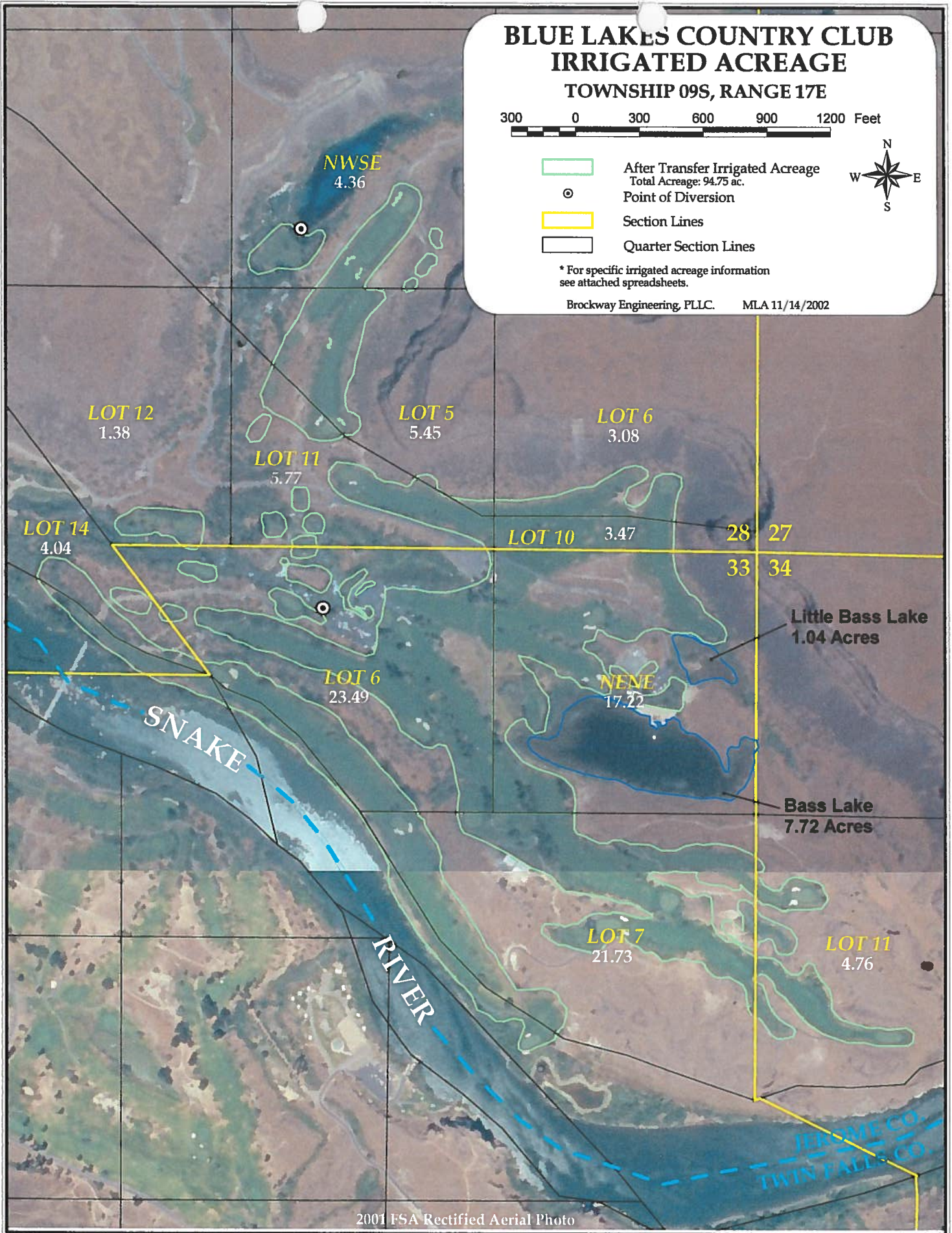
-  After Transfer Irrigated Acreage
Total Acreage: 94.75 ac.
-  Point of Diversion
-  Section Lines
-  Quarter Section Lines



* For specific irrigated acreage information
see attached spreadsheets.

Brockway Engineering, PLLC.

MLA 11/14/2002



2001 FSA Rectified Aerial Photo

PART 3**B. CHANGES IN NATURE OF USE**

1	New Nature of Use	Amount (cfs/ac-ft)	Hours/days/year	Period of Use
				to
				to

2. Quantity and quality of return flows and location of discharge:

None

3. Describe effects on other water uses resulting from the proposed change:

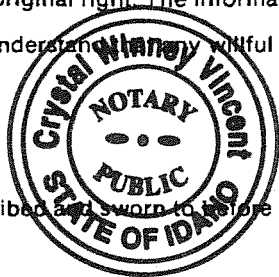
None

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand any willful misrepresentations made in this application may result in voiding its approval.

BLUE LAKES COUNTRY CLUB, INC.BY Karen R. RosholtPRESIDENT

(Signature of Applicant)

Subscribed and sworn to before me this 12th day of November, 192002.Crystal Whiney Vincent

(Notary Public)

My commission expires April 8, 2004**FOR DEPARTMENT USE ONLY**Transfer contains 6 pages and 9 attachmentsReceived by J.F. Date 11/14/02

Protest filed by _____

Prelim. check by J.F. Fee 290.005025310Receipted by J.F. Date 11/14/02Published in North Side News

Copies of protest forwarded by _____

Pub. dates 3/6 & 3/13/03

Hearing held by _____ Date _____

Watermaster recommendation requested on _____

Recommended for ☐ approval ☐ denial

_____ rec'd. _____

by _____

Copy of transfer sent to lien holder _____

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T70391

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)
Case No. 39576)
PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR
Water Right 36-02083A

1998 JAN 15 AM 10:40

DISTRICT COURT-SRBA
TWIN FALLS CO., IDAHO
FILED

NAME & ADDRESS: BLUE LAKES COUNTRY CLUB INC
PO BOX 582
TWIN FALLS ID 83301

SOURCE: ALPHEUS CREEK TRIBUTARY: SNAKE RIVER

QUANTITY: 1.15 CFS

USE OF THIS RIGHT WITH RIGHT NO. 36-14746 IS LIMITED TO A
TOTAL COMBINED DIVERSION RATE OF 1.15 CFS.

PRIORITY DATE: 05/26/1949

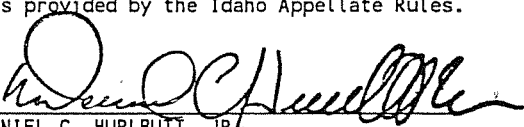
POINT OF DIVERSION: T09S R17E S33 LOT 6 (NWNE) Within JEROME County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	IRRIGATION	Irrigation Season	1.15 CFS

PLACE OF USE:	IRRIGATION	Within JEROME County
T09S R17E S28	Lot 5	3
	Lot 12	2
S33	Lot 6	25
S34	Lot 11	7
93 ACRES TOTAL		

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.


DANIEL C. HURLBUTT, JR.
PRESIDING JUDGE
Snake River Basin Adjudication

T70391

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLSIn Re SRBA)
)
Case No. 39576)
)PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR
Water Right 36-020838

1998 JAN 15 AM 10:40

DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO
FILEDNAME & ADDRESS: BLUE LAKES COUNTRY CLUB INC
PO BOX 582
TWIN FALLS ID 83301

SOURCE: ALPHEUS CREEK TRIBUTARY: SNAKE RIVER

QUANTITY: 0.05 CFS

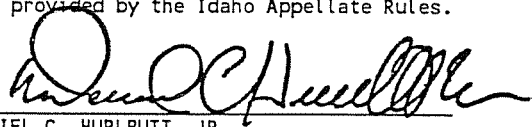
PRIORITY DATE: 05/26/1949

POINT OF DIVERSION: T09S R17E S28 SWNWSE Within JEROME County

PURPOSE AND PERIOD OF USE: PURPOSE OF USE PERIOD OF USE QUANTITY
IRRIGATION Irrigation Season 0.05 CFSPLACE OF USE: IRRIGATION Within JEROME County
T09S R17E S28 NWSE 2
2 ACRES TOTAL

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.


DANIEL C. HURLBUTT, JR.
PRESIDING JUDGE
Snake River Basin Adjudication

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Department of Water Resources
Southern Region**BLUE LAKES COUNTRY CLUB**
CLAIMED IRRIGATED ACREAGE

TOWNSHIP	RANGE	SECTION	QUARTER	QUARTER	LOT	AREA (m²)	AREA (ft²)	ACREAGE
09S	17E	28	NWSE			266.342	2868.503	0.066
09S	17E	28	NWSE			696.532	7501.650	0.172
09S	17E	28	NWSE			448.669	4832.165	0.111
09S	17E	28	NWSE			5665.740	61020.020	1.401
09S	17E	28	NWSE			10543.769	113556.392	2.607
							Total for NWSE:	4.357
09S	17E	28	SESE		6	12461.355	134208.793	3.081
							Total for Lot 6 of SESE:	3.081
09S	17E	28	SESE		10	14025.117	151050.510	3.468
							Total for Lot 10 of SESE:	3.468
09S	17E	28	SESW		12	5599.685	60308.607	1.384
							Total for SESW:	1.384
09S	17E	28	SWSE		5	57.766	622.140	0.014
09S	17E	28	SWSE		5	20598.743	221848.462	5.093
09S	17E	28	SWSE		5	1388.723	14956.547	0.343
							Total for Lot 5 of SWSE:	5.450
09S	17E	28	SWSE		11	585.403	6304.790	0.145
09S	17E	28	SWSE		11	870.280	9372.916	0.215
09S	17E	28	SWSE		11	830.093	8940.102	0.205
09S	17E	28	SWSE		11	1184.860	12760.942	0.293
09S	17E	28	SWSE		11	971.249	10460.352	0.240
09S	17E	28	SWSE		11	5969.641	64293.034	1.476
09S	17E	28	SWSE		11	12905.307	138990.156	3.191
							Total for Lot 11 of SWSE:	5.765
09S	17E	28	SWSW		14	122.752	1322.039	0.030
09S	17E	28	SWSW		14	1692.151	18224.466	0.418
09S	17E	28	SWSW		14	8629.653	92941.363	2.134
09S	17E	28	SWSW		14	5901.091	63554.750	1.459
							Total for SWSW:	4.041
09S	17E	33	NENE			1203.080	12957.172	0.297
09S	17E	33	NENE			2424.021	26106.706	0.599
09S	17E	33	NENE			66005.658	710880.937	16.320
							Total for NENE:	17.216
09S	17E	33	NWNE		6	2294.813	24715.136	0.567
09S	17E	33	NWNE		6	214.596	2311.199	0.053
09S	17E	33	NWNE		6	1031.830	11112.809	0.255
09S	17E	33	NWNE		6	247.388	2664.369	0.061
09S	17E	33	NWNE		6	96.448	1038.745	0.024

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09S	17E	33	NWNE	6	613.442	6606.770	0.152
09S	17E	33	NWNE	6	1274.649	13727.970	0.315
09S	17E	33	NWNE	6	99.738	1074.178	0.025
09S	17E	33	NWNE	6	738.875	7957.684	0.183
09S	17E	33	NWNE	6	2052.404	22104.391	0.507
09S	17E	33	NWNE	6	19519.605	210226.146	4.826
09S	17E	33	NWNE	6	60271.780	649127.071	14.902
09S	17E	33	NWNE	6	2223.071	23942.475	0.550
09S	17E	33	NWNE	6	4336.083	46699.614	1.072
						Total for NWNE:	23.492
09S	17E	33	SENE	7	22890.525	246530.954	5.660
09S	17E	33	SENE	7	2186.883	23552.730	0.541
09S	17E	33	SENE	7	53139.263	572309.863	13.138
09S	17E	33	SENE	7	9669.756	104143.272	2.391
						Total for SENE:	21.730
09S	17E	34	SWNW	11	2408.404	25938.511	0.595
09S	17E	34	SWNW	11	16835.239	181315.524	4.162
						Total for SWNW:	4.757
						Overall Total:	94.741

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BLUE LAKES COUNTRY CLUB IRRIGATED ACREAGE

TOWNSHIP 09S, RANGE 17E

300 0 300 600 900 1200 Feet

1.000 Partial Decree Irrigated Acreage for WR 36-2083A
Total acres irrigated = 93 ac.

1.000 Partial Decree Irrigated Acreage for WR 36-2083B
Total acres irrigated = 2 ac.

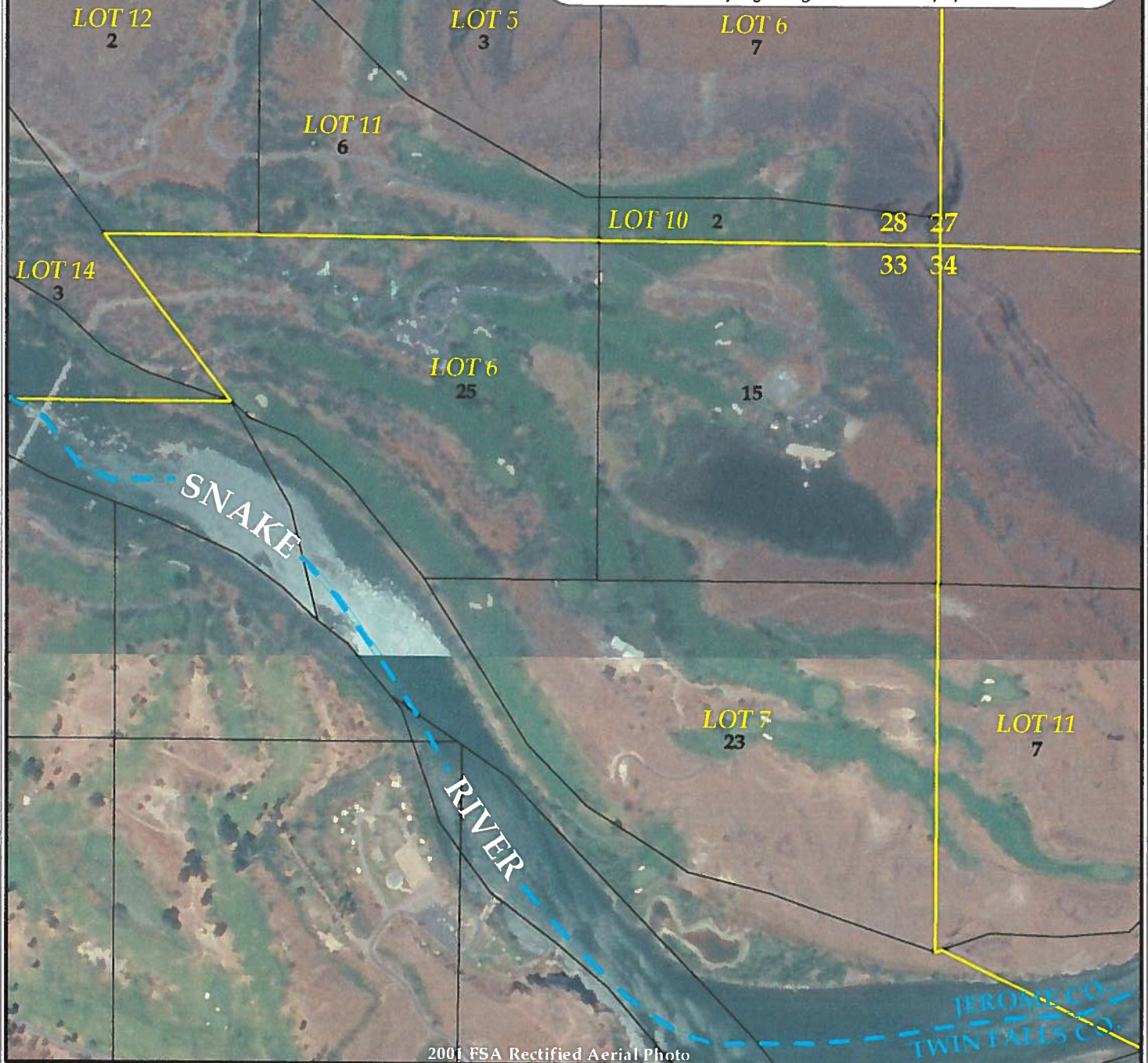
 Section Lines

 Quarter Section Lines



Brockway Engineering PLLC

MLA 10/11/2002



2001 FSA Rectified Aerial Photo

JEROME CO.
TWIN FALLS CO.

T70391

No. C 21604 Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE	Due no later than Feb 28, 2002 Annual Report Form 1. Mailing Address - Correct in this box, if applicable BLUE LAKES COUNTRY CLUB, INC. WARREN THORNE P. O. BOX 582 TWIN FALLS, ID 83303 0582	Registered Agent and Office NO PO BOX VERLYN BROOK Karen Rosholt 1940 BLUE LAKES GRADE TWIN FALLS, ID 83301 3. New Registered Agent Signature <i>Karen R. Rosholt</i>
--	---	---

4. Corporations: Enter Names and Business Addresses of President, Secretary and Directors.						
Office held	Name	Street or P.O. Address	City	State	Zip	
President	Karen Rosholt	1181 Juniper N.	Twin Falls	ID	83301	
Post Pres.	Verlyn Brock	3169 E 3500 N	Twin Falls	ID	83301	
Secretary	DeAnna Jellmer	P.O. Box 586	Twin Falls	ID	83301	
Director	Bob Blake	883 Rosewood Dr.	Twin Falls	ID	83301	
Director	Dale Perkins	1061 Lakewood Dr	Twin Falls	ID	83301	
Director	Tom High	2034 N. View Cr	Twin Falls	ID	83301	
Director	Gayle Kemp	3587 N. 3000 E.	Twin Falls	ID	83301	
Director	Bob Ridgeway	987 Wildwood Way	Twin Falls	ID	83301	
Director	Mary Belliston	4123 Creekview Dr.	Twin Falls	ID	83301	
Director	Kevin Gutheis	P.O. Box 1405	Twin Falls	ID	83301	
Director	Greg Kader	800 Falls Ave	Twin Falls	ID	83301	

5. Organized Under the Laws of: IDAHO C 21604	6. Signature <i>Karen R. Rosholt</i> Date 2-21-02 Name (Typed or Printed) Karen Rosholt Title President
---	---

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Do Not Tape or Staple

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Department of Water Resources
Southern Region

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T70391

STATE OF IDAHO
JANE T. CENARRUSA
SECRETARY OF STATE
700 WEST JEFFERSON
PO BOX 83720
BOISE, ID 83720-0080

PRESORTED
FIRST-CLASS
U.S. POSTAGE PAID
Boise, ID
PERMIT No. 1

IDAHO ANNUAL REPORT FORM

C 21604

RETURN SERVICE REQUESTED

THIS IS THE ONLY NOTICE YOU WILL RECEIVE

BLUE LAKES COUNTRY CLUB, INC.
WARREN THORNE
P. O. BOX 582
TWIN FALLS, ID 83303 0582

AUF 1 83303



No. C 21604		Due no later than Feb 28, 2001		2. Registered Agent and Office NO PO BOX	
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE		Annual Report Form		MARK MCKAIN Verlyn Broek	
		1. Mailing Address - Correct in this box, if applicable		1940 BLUE LAKES GRADE	
		BLUE LAKES COUNTRY CLUB, INC. WARREN THORNE P. O. BOX 582 TWIN FALLS, ID 83303 0582		TWIN FALLS, ID 83301	
				3. New Registered Agent Signature 	
4. Corporations: Enter Names and Business Addresses of President, Secretary and Directors.					
Director	Bob Ridgeway	987 Wildwood Way	Twin Falls, ID	83301	
Office held	Name	Street or P.O. Address	City	State	Zip
President	Verlyn Broek	3169 E. 3500 N.	Twin Falls, ID	83301	
Secretary	DeAnna Vollmer	P.O. Nox 566	Twin Falls, ID	83301	
V. Pres	Karen Rosholt	1181 Juniper St.	Twin Falls, ID	83301	
Fast Pres.	Walt Coiner	4243 E. 3800 N.	Hansen, ID	83334	
Director	Ron Boyd	575 Ballingrude Dr	Twin Falls, ID	83301	
Director	Dexter Ball	525 Cindy Drive	Twin Falls, ID	83301	
Director	Bob Blake	833 Rosewood Drive	Twin Falls, ID	83301	
Director	Dale Perkins	1061 Lakewood Dr.	Twin Falls, ID	83301	
Director	Tom High	2034 Mt. View Circle	Twin Falls, ID	83301	
Director	Gayle Kemp	3587 N. 3000 E.	Twin Falls, ID	83301	
5. Organized Under the Laws of:		6.			
IDAHO C 21604		Signature		Date 2-21-01	
		Name (Typed or Printed) Verlyn Broek		Title: President	

Issued 12/05/2000

Do Not Tape or Staple

912

Fold, seal and mail this portion.

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Department of Water Resources
Southern Region

WARRANTY DEED

FOR VALUE RECEIVED, IRA BURTON PERRINE, JR., and EMERALD PERRINE, husband and wife, of Twin Falls, County of Twin Falls, State of Idaho, Hereinafter called the Grantors, hereby grants, bargains, sells and conveys unto BLUE LAKES COUNTRY CLUB, INC., a corporation organized and existing under and by virtue of the laws of the State of Idaho, with its principal place of business at Twin Falls, County of Twin Falls, State of Idaho, Hereinafter called the Grantee, the following described premises situated in Twin Falls County, Idaho, to-wit:

A tract of land in Sections Twenty-eight (28) and Thirty-three (33) of Township Nine (9) South, Range Seventeen (17) East, of the Boise Meridian, including all of Lots Six (6) and Seven (7) and the Northeast Quarter of the Northeast Quarter ($NE\frac{1}{4}NE\frac{1}{4}$) of Section 33; all of Lot Eleven (11) and that portion of Lots Five (5), Six (6) and Ten (10), the North Half of the Southeast Quarter ($N\frac{1}{2}SE\frac{1}{4}$) and the Southwest Quarter of Northeast Quarter ($SW\frac{1}{4}NE\frac{1}{4}$) of Section 28 which lie below the intersection of the "slide rock" or talus slope with the canyon wall of Section 28; that portion of the Southeast Quarter of the Northwest Quarter ($SE\frac{1}{4}NW\frac{1}{4}$) of Section 28, which lies below the canyon rim; and those portions of Lots two (2), Nine (9), Twelve (12) and Fourteen (14), and the Southeast Quarter of the Northwest ($SE\frac{1}{4}NW$) of Section 28 which lies easterly from the following described line: Beginning at a point in the center of the present road where it crosses the canyon rim, which bears North eighty-seven degrees and thirty-four minutes West ($N87^{\circ}34'W$) and is three thousand, two hundred fourteen (3,214) feet from the quarter corner common to Sections 27 and 28; thence running South fifty-five degrees and thirty-three minutes West ($S55^{\circ}33'W$), forty and no-tenths (40.0) feet; thence South thirty-four degrees and twenty-seven minutes East ($S34^{\circ}27'E$), along a line approximately parallel and forty (40) feet from the center of the present road, for three hundred forty-three and no-tenths (343.0) feet; thence South fifty-eight degrees and twenty-nine minutes East ($S58^{\circ}29'E$) for four hundred thirty-seven and two-

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tenths (437.2) feet, to an iron stake; thence South six degrees and ten minutes West ($S06^{\circ}10'W$) for four hundred sixteen and eight-tenths (416.8) feet, to a point on a curve which bears North eighty-three degrees and fifty minutes West ($N83^{\circ}50'W$) and is twenty-two and eight-tenths (22.8) feet from the point on a curve at the centerline of the present road; thence running along approximately parallel with the present road and twenty-two and eight-tenths (22.8) feet from the following centerline which begins at the point on curve above described and runs southerly on a curve to the left with a radius of one hundred eighty-three and no-tenths (183.0) feet for fifty-four and one-tenth (54.1) feet to a point of tangency; thence South four degrees and forty-eight minutes East ($S04^{\circ}48'E$) for twenty-nine and seven-tenths (29.7) feet to a point of curvature; thence on a curve to the right with a radius of forty-eight and five-tenths (48.5) feet, for one hundred thirty-one and one-tenth (131.1) feet to a point of tangency; thence South eleven degrees and forty-eight minutes West ($S11^{\circ}48'W$) for twenty-nine and no-tenths (29.0) feet, to a point of curvature; thence on a curve to the left with a radius of five hundred seventy-three and no-tenths (573.0) feet, for one hundred twenty-two and seven-tenths (122.7) feet to a point of tangency; thence South zero degrees and twenty-eight minutes East ($S0^{\circ}28'E$) for five and three-tenths (5.3) feet, to a point of curvature; thence on a curve to the right with a radius of four hundred thirty-nine and six-tenths (439.6) feet, for one hundred two and four-tenths (102.4) feet to a point of tangency; thence South twelve degrees and fifty-three minutes West ($S12^{\circ}53'W$) for eighty-four and no-tenths (84.0) feet; thence South sixteen degrees and twenty-six minutes West ($S16^{\circ}26'W$) for sixty-four and three-tenths (64.3) feet to a point of curvature; thence on a curve to the left with a radius of one hundred seventy-three and six-tenths (173.6) feet, for seventy and one-tenth (70.1) feet to a point of tangency; thence South six degrees and forty-three minutes East ($S6^{\circ}43'E$) for thirty-six and six-tenths (36.6) feet, to a point of curvature; thence on a curve to the right with a radius of one hundred seventy-seven and nine-tenths (177.9) feet, for eighty-seven and three-tenths (87.3) feet to a point of tangency; thence South twenty-one degrees and twenty-four minutes West ($S21^{\circ}24'W$) for fifty-two and seven-tenths (52.7) feet to a point of curvature; thence on a curve to the left with a radius of one hundred eighty-one and seven-tenths (181.7) feet, for eighty-seven and three-tenths (87.3) feet, to a point of tangency; thence South six degrees and seven minutes East ($S6^{\circ}07'E$) for three and no-tenths (3.0) feet; thence leaving the line which is parallel to and twenty-two and eight-tenths

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(22.8) feet from above described centerline and running South eighty-three degrees and fifty minutes East ($S83^{\circ}50'E$) for seventeen and one-tenth (17.1) feet to begin a line, more or less, along the westerly shoulder of the present road; thence South ten degrees and nineteen minutes East ($S10^{\circ}19'E$) for thirty-one and six-tenths (31.6) feet, to a point of curvature; thence on a curve to the right with a radius of sixty-five and no-tenths (65.0) feet, for ninety-eight and eight-tenths (98.8) feet, to a point of tangency; thence South seventy-six degrees and forty-five minutes West ($S76^{\circ}45'W$) for eleven and one-tenth (11.1) feet to a point of curvature; thence on a curve to the left with a radius of three hundred twenty-seven and four-tenths (327.4) feet for one hundred fifty-one and eight-tenths (151.8) feet to a point of tangency; thence South fifty degrees and eleven minutes West ($S50^{\circ}11'W$) for one hundred ten and eight-tenths (110.8) feet to a point of curvature; thence on a curve to the left with a radius of fifty-six and six-tenths (56.6) feet, for forty-five and one-tenth (45.1) feet, to a point of tangency; thence South four degrees and thirty-three minutes West ($S4^{\circ}33'W$) for eighty-eight and two-tenths (88.2) feet to a point of curvature; thence on a curve to the right with a radius of forty-seven and eight-tenths (47.8) feet, for fifty-seven and seven-tenths (57.7) feet, to a point of tangency; thence South seventy-three degrees and thirty-nine minutes West ($S73^{\circ}39'W$) for two hundred five and one-tenth (205.1) feet to a point of curvature; thence on a curve to the left with a radius of one hundred thirty-two and three-tenths (132.3) feet, for eighty-four and three-tenths (84.3) feet to a point of tangency; thence South thirty-seven degrees and nine minutes West ($S37^{\circ}09'W$) for forty and no-tenths (40.0) feet, to a three inch iron pipe gate post on the center pier and on the westerly side of ridge over Alpheus Creek; thence leaving the road and running North eighty-one degrees and forty-eight minutes West ($N81^{\circ}48'W$) along the center of Alpheus Creek for one hundred ninety-four and four-tenths (194.4) feet to a cross chiseled in the top of a boulder; thence South forty-four degrees and no minutes West ($S44^{\circ}00'W$) for four hundred twenty-eight and two-tenths (428.2) feet, to a three inch pipe set on an island, approximately at the center of Alpheus Creek on the bank of the Snake River, said point bears North eighty-nine degrees and six minutes West ($N89^{\circ}06'W$) and is three thousand, nine hundred thirty (3,930) feet from the southeast corner of Section 28; thence running southeasterly along the Snake River to the easterly corner of Lot 14, Section 28.

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Except for a parcel of land upon which the Perrine Cemetery is situated in Lot 14 of Section Twenty-eight (28),

Township Nine (9) South, Range Seventeen (17) East of the Boise Meridian, more particularly described as follows:

Beginning at an iron stake which bears North eighty-seven degrees and twenty-six minutes West ($N87^{\circ}26'W$) and is three thousand, five hundred forty-two (3,542) feet from the southeast corner of said Section 28; thence running South sixty-five degrees and thirty-six minutes East ($S65^{\circ}36'E$) for two hundred forty-two and four-tenths (242.4) feet, to an iron stake; thence South twenty-seven degrees and thirty-five minutes West ($S27^{\circ}35'W$) for sixty-eight and no-tenths (68.0) feet to an iron stake; thence North fifty-six degrees and forty-four minutes West ($N56^{\circ}44'W$) for two hundred sixty-six and one-tenth (266.1) feet, to an iron stake; thence North sixty-six degrees and forty minutes East ($N66^{\circ}40'E$) for thirty-six and four-tenths (36.4) feet, to the Point of Beginning.

Subject to all of the terms and conditions of that certain Agreement of Sale entered into by and between Grantors and Grantee herein, dated October 1, 1964, concerning the sale of the above described property, which said Agreement of Sale is of record in the office of the County Recorder, Jerome County, State of Idaho, in Book 174 of Agreements at Page 258.

Subject to taxes and assessments to be levied and assessed against said premises for the year 1964 and subsequent years.

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

Dated this 1st day of October, 1964.

SCANNED

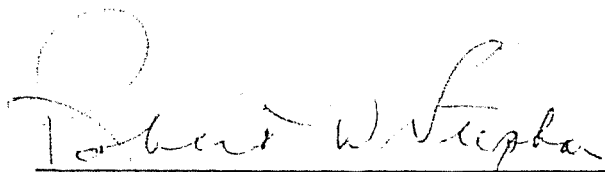
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STATE OF IDAHO, }
COUNTY OF TWIN FALLS, } SS.

On this 10th day of October, 1964, before me, the undersigned, a Notary Public in and for said State, personally appeared IRA BURTON PERRINE, JR., and EMERALD PERRINE, husband and 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.

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 for Idaho,
Residing at Twin Falls, Idaho.

✓
Registration No. 161200

STATE OF IDAHO }
County of Jerome } SS

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

Jerome Title Co.

at 23 minutes past 3

o'clock P.M., this 10th

day of November 1964

in my office and duly

recorded in Book 177 Subst

Page 333

John McVey

Ex-Officio Recorder.

Recorded ☒

By Virginia Dickson Deputy.

Compared ☒

Fees \$ 4.80

Direct ☒

Return to

Reverse ☒

Above

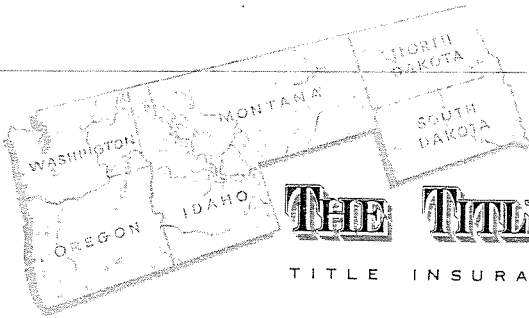
SCANNED

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NOV 12 2002

Department of Water Resources
Southern Region



THE TITLE INSURANCE COMPANY

TITLE INSURANCE BUILDING • BOISE, IDAHO

Title Insurance Policy

Policy **Nº 15-4371**

\$ 150,000.00

Order No.

THE TITLE INSURANCE COMPANY, a corporation (incorporated under the laws of the State of Idaho), hereinafter called the Company, for a valuable consideration paid for this policy of title insurance,

Does Hereby Insure

BLUE LAKES COUNTRY CLUB, INC., A CORPORATION AND
FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF TWIN FALLS,
A CORPORATION

together with the persons and corporations included in the definition of "the insured" as set forth in the stipulations of this policy, against loss or damage not exceeding

ONE HUNDRED FIFTY THOUSAND AND No/100 _____ dollars,
which the insured shall sustain by reason of:

1. Title to the land described in Schedule A being vested, at the date hereof, otherwise than as herein stated; or
2. Any defect in, or lien or encumbrance on, said title existing at the date hereof, not shown or referred to in Schedule B; or
3. Any defect in the execution of any mortgage or deed of trust shown in Schedule B securing an indebtedness, the owner of which is insured by this policy, but only insofar as such defect affects the lien or charge of such mortgage or deed of trust upon said land; or
4. Priority over any such mortgage or deed of trust of any lien or encumbrance upon said land existing at the date hereof, except as shown in Schedule B, such mortgage or deed of trust being shown in the order of its priority.

all subject, however, to SCHEDULES A and B, and the STIPULATIONS herein, all of which schedules and stipulations are hereby made a part of this policy.

IN WITNESS WHEREOF, THE TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, this 10TH day of DECEMBER, 1964, at 5 P. M.

This policy not valid unless countersigned by

Jerome Abstract & Title Company

By Lois Jepson

JEROME ABSTRACT & TITLE COMPANY

By

Lois Jepson
TITLE OFFICER

THE TITLE INSURANCE COMPANY

By

John B. Bee
President

Attest

J.M. Epeneter
Secretary

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SCHEDULE A

The fee simple title to said lands, is at the date hereof, vested in:

BLUE LAKES COUNTRY CLUB, INC., A CORPORATION

The land referred to in this policy is described as:

TOWNSHIP 9 SOUTH, RANGE 17 EAST, BOISE MERIDIAN

SECTION 33: LOTS 6 AND 7 AND THE NE $\frac{1}{4}$ NE $\frac{1}{4}$

SECTION 28: ALL OF LOT 11

THAT PORTION OF LOTS 5, 6 AND 10, THE N $\frac{1}{2}$ SE $\frac{1}{4}$ AND THE SW $\frac{1}{4}$ NE $\frac{1}{4}$ WHICH LIES BELOW THE INTERSECTION OF THE "SLIDE ROCK" OR TALUS SLOPE WITH THE CANYON WALL OF SECTION 28.

THAT PORTION OF THE SE $\frac{1}{4}$ NW $\frac{1}{4}$ WHICH LIES BELOW THE CANYON RIM.

THOSE PORTIONS OF LOTS 2, 9, 12 AND 14 AND THE SE $\frac{1}{4}$ NW $\frac{1}{4}$ WHICH LIES EASTERLY FROM THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN THE CENTER OF THE PRESENT ROAD WHERE IT CROSSES THE CANYON RIM, WHICH BEARS N 87°34' W AND IS 3,214 FEET FROM THE QUARTER CORNER COMMON TO SECTIONS 27 AND 28;

THENCE RUNNING S 55° 33' W 40.0 FEET;

THENCE S 34° 27' E ALONG A LINE APPROXIMATELY PARALLEL AND 40 FEET FROM THE CENTER OF THE PRESENT ROAD, FOR 343.0 FEET;

THENCE S 58° 29' E FOR 437.2 FEET TO AN IRON STAKE;

THENCE S 6° 10' W FOR 416.8 FEET, TO A POINT ON A CURVE WHICH BEARS N 83° 50' W AND IS 22.8 FEET FROM THE POINT ON A CURVE AT THE CENTER LINE OF THE PRESENT ROAD;

THENCE RUNNING ALONG APPROXIMATELY PARALLEL WITH THE PRESENT ROAD AND 22.8 FEET FROM THE FOLLOWING CENTER LINE WHICH BEGINS AT THE POINT ON CURVE ABOVE DESCRIBED AND RUNS SOUTHERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 183.0 FEET FOR 54.1 FEET TO A POINT OF TANGENCY;

THENCE S 4° 48' E FOR 29.7 FEET TO A POINT OF CURVATURE;

THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 48.5 FEET FOR 131.1 FEET TO A POINT OF TANGENCY;

THENCE S 11° 48' W FOR 29.0 FEET, TO A POINT OF CURVATURE;

THENCE ON A CURVE TO THE LEFT WITH A RADIUS OF 573.0 FEET FOR 122.7 FEET TO A POINT OF TANGENCY;

THENCE S 0° 28' E FOR 5.3 FEET, TO A POINT OF CURVATURE;

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THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 439.6
 FEET FOR 102.4 FEET TO A POINT OF TANGENCY;
 THENCE S $12^{\circ} 53'$ W FOR 84.0 FEET;
 THENCE S $16^{\circ} 26'$ W FOR 64.3 FEET TO A POINT OF CURVATURE;
 THENCE ON A CURVE TO THE LEFT WITH A RADIUS OF 173.6
 FEET, FOR 70.1 FEET TO A POINT OF TANGENCY;
 THENCE S $6^{\circ} 43'$ E FOR 36.6 FEET, TO A POINT OF CURVATURE;
 THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 177.9
 FEET, FOR 87.3 FEET TO A POINT OF TANGENCY;
 THENCE S $21^{\circ} 24'$ W FOR 52.7 FEET TO A POINT OF CURVATURE;
 THENCE ON A CURVE TO THE LEFT WITH A RADIUS OF 181.7
 FEET, FOR 87.3 FEET, TO A POINT OF TANGENCY;
 THENCE S $6^{\circ} 07'$ E FOR 3.0 FEET;
 THENCE LEAVING THE LINE WHICH IS PARALLEL TO AND 22.8
 FEET FROM ABOVE DESCRIBED CENTER LINE AND RUNNING
 S $83^{\circ} 50'$ E FOR 17.1 FEET TO BEGIN A LINE, MORE OR LESS,
 ALONG THE WESTERLY SHOULDER OF THE PRESENT ROAD;
 THENCE S $10^{\circ} 19'$ E FOR 31.6 FEET, TO A POINT OF CURVATURE;
 THENCE ON A CURVE TO THE RIGHT, WITH A RADIUS OF 65.0
 FEET FOR 98.8 FEET TO A POINT OF TANGENCY;
 THENCE S $76^{\circ} 45'$ W FOR 11.1 FEET TO A POINT OF CURVATURE;
 THENCE ON A CURVE TO THE LEFT WITH A RADIUS OF 327.4 FEET
 FOR 151.8 FEET TO A POINT OF TANGENCY;
 THENCE S $50^{\circ} 11'$ W FOR 110.8 FEET TO A POINT OF CURVATURE;
 THENCE IN A CURVE TO THE LEFT WITH A RADIUS OF 56.6
 FEET FOR 45.1 FEET, TO A POINT OF TANGENCY;
 THENCE S $4^{\circ} 33'$ W FOR 88.2 FEET TO A POINT OF CURVATURE;
 THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 47.8
 FEET, FOR 57.7 FEET, TO A POINT OF TANGENCY;
 THENCE S $73^{\circ} 39'$ W FOR 205.1 FEET TO A POINT OF CURVATURE;
 THENCE ON A CURVE TO THE LEFT WITH A RADIUS OF 132.3
 FEET, FOR 84.3 FEET TO A POINT OF TANGENCY;
 THENCE S $37^{\circ} 09'$ W FOR 40.0 FEET, TO A THREE INCH IRON
 PIPE GATE POST ON THE CENTER PIER AND ON THE WESTERLY
 SIDE OF RIDGE OVER ALPHEUS CREEK;
 THENCE LEAVING THE ROAD AND RUNNING N $81^{\circ} 48'$ W
 ALONG THE CENTER OF ALPHEUS CREEK FOR 194.4 FEET TO A
 CROSS CHISELED IN THE TOP OF A BOULDER;
 THENCE S $44^{\circ} 00'$ W FOR 428.2 FEET, TO A THREE INCH PIPE
 SET ON AN ISLAND, APPROXIMATELY AT THE CENTER OF
 ALPHEUS CREEK ON THE BANK OF THE SNAKE RIVER, SAID
 POINT BEARS N $89^{\circ} 06'$ W AND IS 3,930 FEET
 FROM THE SOUTHEAST CORNER OF SECTION 28;
 THENCE RUNNING SOUTHEASTERLY ALONG THE SNAKE RIVER
 TO THE EASTERLY CORNER OF LOT 14 OF SECTION 28.

SCANNED
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JEROME COUNTY, STATE OF IDAHO
 EXCEPTING THEREFROM A PARCEL OF LAND UPON WHICH THE PERRINE
 CEMETERY IS SITUATED IN LOT 14 OF SECTION 28, TOWNSHIP 9
 SOUTH, RANGE 17 EAST, BOISE MERIDIAN, MORE PARTICULARLY
 DESCRIBED AS FOLLOWS:

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BEGINNING AT AN IRON STAKE WHICH BEARS N $87^{\circ} 26'$ W
AND IS 3,542 FEET FROM THE SOUTHEAST CORNER OF SAID
SECTION 28;
THENCE RUNNING S $65^{\circ} 36'$ E FOR 242.4 FEET, TO AN IRON
STAKE;
THENCE S $27^{\circ} 35'$ W FOR 68.0 FEET TO AN IRON STAKE;
THENCE N $56^{\circ} 44'$ W FOR 266.1 FEET TO AN IRON STAKE;
THENCE N $66^{\circ} 40'$ E FOR 36.4 FEET TO THE POINT
OF BEGINNING.

JEROME COUNTY, STATE OF IDAHO

SCANNED

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SCHEDULE B

This policy does not insure against loss by reason of the matters shown or referred to in this Schedule except to the extent that the owner of any mortgage or deed of trust is expressly insured in Paragraphs numbered 3 and 4 on page 1 of this policy.

1. Rights or claims of persons in possession or claiming to be in possession, easements, liens or incumbrances including material or labor liens, which are not shown by the public records; reservations in patents or state grants; or in acts authorizing the issuance thereof; mineral rights, water rights, claims or title to minerals or water.
 2. Questions of location, boundary and area; overlaps and encroachments by improvements belonging to these or adjoining premises; all dependent upon actual survey for determination.
 3. Assessments which are not shown as existing liens by the public records; taxes not yet payable; pending proceedings for vacating, opening or changing streets or highways preceding entry of the final ordinance or order therefor.
 4. Any laws, governmental acts or regulations, including but not limited to zoning ordinances, restricting, regulating or prohibiting the occupancy, use or enjoyment of the land or any improvement thereon, or limiting the height of improvements, or prohibiting a reduction in the dimensions or area, or separation in ownership, of any lot or parcel of land; or the effect of any violation of any such restrictions, regulations or prohibitions.
 5. EASEMENT FOR POWER LINE OVER LOT 14 IN SECTION 28, TOGETHER WITH RIGHT OF INGRESS AND EGRESS AND THE RIGHT TO TRIM TREES, GRANTED THE IDAHO POWER COMPANY BY INSTRUMENT DATED NOVEMBER 12, 1940; FILED APRIL 19, 1941 AND RECORDED IN BOOK 121, PAGE 241, JEROME COUNTY RECORDS.
 6. EASEMENT FOR POWER LINE, TOGETHER WITH RIGHT OF INGRESS AND EGRESS AND THE RIGHT TO TRIM TREES WITHIN LOTS 5, 6, 10 AND 11 AND 12 OF SECTION 28 AND THE NE $\frac{1}{4}$ NE $\frac{1}{4}$ OF SECTION 33, GRANTED THE IDAHO POWER CO. BY INSTRUMENT DATED APRIL 21, 1948, FILED OCTOBER 20, 1948 AND RECORDED IN BOOK 134, PAGE 554, JEROME COUNTY RECORDS.
 7. ANY CLAIM ARISING FROM THE DIFFERENCE IN THE MEAN HIGH WATER LINE OF THE SNAKE RIVER AND THE MEANDER LINE AS SHOWN BY THE GOVERNMENT SURVEY. G
 8. TERMS AND CONDITIONS OF AGREEMENT OF SALE ENTERED INTO BY AND BETWEEN IRA BURTON PERRINE, JR. AND EMERALD PERRINE, HUSBAND AND WIFE AND BLUE LAKES COUNTRY CLUB, INC., A CORPORATION, DATED OCTOBER 1, 1964, FILED NOVEMBER 10, 1964 AS INSTRUMENT No. 161199, JEROME COUNTY RECORDS.
 9. MORTGAGE DATED OCTOBER 22, 1964 AND FILED NOVEMBER 2, 1964 AS INSTRUMENT No. 161100, JEROME COUNTY RECORDS; BLUE LAKES COUNTRY CLUB, INC. TO FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF TWIN FALLS, A CORPORATION FOR \$150,000.00 WITH FINAL PAYMENT DECEMBER 10, 1984.
- NOTE: THIS POLICY DOES NOT INSURE THAT FUTURE ADVANCES MADE BY THE INSURED PURSUANT TO TERMS AND PROVISIONS REGARDING FUTURE ADVANCES CONTAINED IN THE MORTGAGE HEREBY INSURED, WILL HAVE PRIORITY OVER LIENS WHICH MAY INTERVENE BETWEEN THE RECORDING OF SAID MORTGAGE AND THE MAKING OF SUCH ADVANCES.

SCANNED

(END OF SCHEDULE "B")

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SCANNED

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STIPULATIONS

1. SCOPE OF COVERAGE

This policy does not insure against, and the Company will not be liable for loss or damage created by or rising out of any of the following: (a) defects, liens, claims, encumbrances, or other matters which result in no pecuniary loss to the insured; (b) defects, liens, encumbrances, or other matters created or occurring subsequent to the date hereof; (c) defects, liens, encumbrances, or other matters created or suffered by the insured claiming such loss or damage; or (d) defects, liens, claims, encumbrances, or other matters existing at the date of this policy and known to the insured claiming such loss or damage, either at the date of this policy or at the date such insured claimant acquired an estate or interest insured by this policy, unless such defect, lien, claim, encumbrance or other matter shall have been disclosed to the Company in writing prior to the issuance of this policy or appeared at the date of this policy on the public records. Any rights or defenses of the Company against a named insured shall be equally available against any person or corporation who shall become an insured hereunder as successor of such named insured.

2. DEFENSE OF ACTIONS, NOTICE OF ACTIONS OR CLAIMS TO BE GIVEN BY THE INSURED

The Company at its own cost shall defend the insured in all litigation consisting of actions or proceedings against the insured, or defenses, restraining orders, or injunctions interposed against a foreclosure or sale of said land in satisfaction of any indebtedness, the owner of which is insured by this policy, which litigation is founded upon a defect, lien, encumbrance, or other matter insured against by this policy, and may pursue such litigation to final determination in the court of last resort. In case any such litigation shall become known to any insured, or in case knowledge shall come to any insured of any claim of title or interest which is adverse to the title as insured or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy, such insured shall notify the Company thereof in writing. If such notice shall not be given to the Company at least five days before the appearance day in any such litigation, or if such insured shall not, in writing, promptly notify the Company of any defect, lien, encumbrance, or other matter insured against, or of any such adverse claim which shall come to the knowledge of such insured, in respect to which loss or damage is apprehended, then all liability of the Company as to each insured having such knowledge shall cease and terminate; provided, however, that failure to so notify the Company shall in no case prejudice the claim of any insured unless the Company shall be actually prejudiced by such failure. The Company shall have the right to institute and prosecute any action or proceeding or do any other act which, in its opinion, may be necessary or desirable to establish the title, or any insured lien or charge, as insured. In all cases where this policy permits or requires the Company to prosecute or defend any action or proceeding, the insured shall secure to it in writing the right to so prosecute or defend such action or proceeding and all appeals therein, and permit it to use, at its option, the name of the insured for such purpose. Whenever requested by the Company the insured shall assist the Company in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, prosecuting or defending such action or proceeding, to such extent and in such manner as is deemed desirable by the Company, and the Company shall reimburse the insured for any expense so incurred. The Company shall be subrogated to and be entitled to all costs and attorneys' fees incurred or expended by the Company, which may be recoverable by the insured in any litigation carried on by the Company on behalf of the insured. The word "knowledge" in this paragraph means actual knowledge, and does not refer to constructive knowledge or notice which may be imputed by the public records.

3. NOTICE OF LOSS, LIMITATION OF ACTION

A statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within sixty days after such loss or damage shall have been ascertained. No action or proceeding for the recovery of any such loss or damage shall be instituted or maintained against the Company until after full compliance by the insured with all the conditions imposed on the insured by this policy, nor unless commenced within twelve months after receipt by the Company of such written statement.

4. APPORTIONMENT OF LOSS

Whenever the Company shall be obligated to pay a loss under the terms of this policy to an insured owner or purchaser by reason of a defect in the title to a portion of the area insured herein, liability shall be limited to the proportion of the face amount of this policy which the value of the defective portion bears to the value of the whole at the time of the discovery of the defect.

5. OPTION TO PAY, SETTLE, OR COMPROMISE CLAIMS

The Company reserves the option to pay, settle, or compromise for, or in the name of, the insured, any claim insured against or to pay this policy in full at any time, and payment or tender of payment of the full amount of this policy, together with all accrued costs which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder, including all obligations of the Company with respect to any litigation pending and subsequent costs thereof.

6. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, it shall be subrogated to and be entitled to all rights, securities, and remedies which the insured would have had against any person or property in respect to such claim, had this policy not been issued. If the payment does not cover the loss of the insured, the Company shall be subrogated to such rights, securities, and remedies in the proportion which said payment bears to the amount of said loss. In either event the insured shall transfer, or cause to be transferred, to the Company such rights, securities, and remedies, and shall permit the Company to use the name of the insured in any transaction or litigation involving such rights, securities, or remedies.

7. OPTION TO PAY INSURED OWNER OF INDEBTEDNESS AND BECOME OWNER OF SECURITY

The Company has the right and option, in case any loss is claimed under this policy by an insured owner of an indebtedness secured by mortgage or deed of trust, to pay such insured the indebtedness of the mortgagor or trustor under said mortgage or deed of trust, together with all costs which the Company is obligated hereunder to pay, in which case the Company shall become the owner of, and such insured shall at once assign and transfer to the Company, said mortgage or deed of trust and the indebtedness thereby secured, and such payment shall terminate all liability under this policy to such insured.

8. PAYMENT OF LOSS AND COSTS OF LITIGATION, INDORSEMENT OF PAYMENT ON POLICY

The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon the insured in litigation carried on by the Company for the insured, and in litigation carried on by the insured with the written authorization of the Company, but not otherwise. The liability of the Company under this policy shall in no case exceed the face amount of this policy less all payments made on account of principal of any indebtedness secured by the lien of any mortgage or deed of trust, the owner of which is insured by this policy, nor the actual loss of the insured and costs which the Company is obligated hereunder to pay, and in no case shall such total liability exceed the amount of this policy and said costs. All payments under this policy shall reduce the amount of insurance pro tanto, and payment of loss or damage to an insured owner of indebtedness shall reduce, to that extent, the liability of the Company to the insured owner of said land. No payment may be demanded by any insured without producing this policy for indorsement of such payment.

9. MANNER OF PAYMENT OF LOSS TO INSURED

Loss under this policy shall be payable, first, to any insured owner of indebtedness secured by mortgage or deed of trust shown in Schedule B, in order of priority therein shown, and if such ownership vests in more than one, payment shall be made ratably as their respective interests may appear, and thereafter any loss shall be payable to the other insured, and if more than one, then to such insured ratably as their respective interests may appear. If there be no such insured owner of indebtedness, any loss shall be payable to the insured, and if more than one, to such insured ratably as their respective interests may appear.

10. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "named insured": the persons and corporations named as insured on page one of this policy;
- (b) "the insured": such named insured together with (1) each successor in ownership of any indebtedness secured by any mortgage or deed of trust shown in Schedule B, the owner of which indebtedness is named herein as an insured, (2) any such owner or successor in ownership of any such indebtedness who acquires the land described in Schedule A or any part thereof, by lawful means in satisfaction of said indebtedness or any part thereof, (3) any governmental agency or instrumentality acquiring said land under an insurance contract or guarantee insuring or guaranteeing said indebtedness or any part thereof, and (4) any person or corporation deriving an estate or interest in said land as an heir or devisee of a named insured or by reason of the dissolution, merger, or consolidation of a corporate named insured;
- (c) "land": the land described specifically or by reference in Schedule A and improvements affixed thereto which by law constitute real property;
- (d) "date": the exact day, hour and minute specified in the first page of this policy;
- (e) "public records": those public records which, under the recording laws, impart constructive notice of matters relating to said land.

11. WRITTEN INDORSEMENT REQUIRED TO CHANGE POLICY

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

12. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at its home office at 711 Bannock Street, Boise, Idaho.

T70391

STATE OF IDAHO DEED

Number 9989

Certificate No. 24394

To All to Whom These Presents Shall Come, Greetings:

Whereas, on the 12 day of MAY 1967, all that tract or parcel of INDEMNITY SCHOOL land of the State of Idaho, hereinafter mentioned and particularly described, was sold in the manner provided by law to BLUE LAKES COUNTRY CLUB, INC., of Twin Falls, State of Idaho, for the aggregate price of ONE THOUSAND THREE HUNDRED EIGHTY AND NO/100 DOLLARS

And Whereas, the said sum of ONE THOUSAND THREE HUNDRED EIGHTY AND NO/100 DOLLARS has been fully paid to the proper receiving officer for the State of Idaho, by BLUE LAKES COUNTRY CLUB, INC., P. O. Box 582, Twin Falls, Idaho,

as shown by the records in the office of the State Board of Land Commissioners, the said sum being the whole amount of the purchase price for the said tract or parcel of land hereinafter described:

Now, Know Ye, That the said State of Idaho, in pursuance of law in such case made and provided, and in consideration of the premises aforesaid, and of the aforesaid sum of

ONE THOUSAND THREE HUNDRED EIGHTY AND NO/100 DOLLARS

to the said State of Idaho paid, doth by these presents grant, bargain, sell, convey and confirm, in fee, unto the said BLUE LAKES COUNTRY CLUB, INC.,

their heirs and assigns, all of the said tract and parcel of land situated in the County of JEROME and State of Idaho, and described as follows, to-wit:

That portion of Lot Ten (10), and all of Lots Eleven (11) and Twelve (12), Section Thirty-Four (34), Township Nine (9) South, Range Seventeen (17) East, Boise Meridian, lying South of the Snake River Canyon Rim. The area being conveyed by this Deed is 92.0 acres, more or less.

To have and to hold the said premises and parcel of land above particularly described, with the appurtenances thereon, unto the said BLUE LAKES COUNTRY CLUB, INC., their heirs and assigns, in fee simple forever, subject to the provisions of Section 58-604, Idaho Code, as amended by Chapter 44, 1951 Session Laws; which grants over all lands belonging to the State a right of way for ditches constructed by authority of the United States; and to the provisions of Section 47-701, Idaho Code, reserving to the State all Mineral rights in lands sold subsequent to the 8th day of May, 1923. / including Sand and Gravel

In Witness Whereof, I, Don Samuelson, the Governor of the State of Idaho, have hereunto signed my name and caused the Great Seal of the State of Idaho and the Seal of the Board of Land Commissioners to be hereunto affixed, this 15 day of June, 1967 A.D.

Countersigned:

Pete T. Ceparrusa
Secretary of State

Don Samuelson
Governor of Idaho and President of
State Board of Land Commissioners

Countersigned:

G. J. Trombley
State Land Commissioner

STATE OF IDAHO, } ss.
County of Ada, }

On this 15 day of June, in the year 1967 A.D., before

me, a Notary Public in and for said State, personally appeared Don Samuelson, known to me to be the Governor of the State of Idaho, and Pete T. Ceparrusa, known to me to be the Secretary of the State of Idaho, and G. C. Trombley, known to me to be the Land Commissioner of the State of Idaho, who executed said instrument and acknowledged to me that such State of Idaho executed the same.

In Witness Whereof, I have hereunto set my hand and seal on the day and year last above written.

John B. Bryan
Notary Public

