

HYDRO EASEMENTS
& LEASE AGREEMENTS

CHI Mountain States Operations, Inc.
2283 Wright Avenue, Suite D
Twin Falls, ID 83301
Phone: (208) 734-0551
Fax: (208) 734-0553

**Enel**

Energy in tune with you.

Dale Higbee
Operations Supervisor

Fax

To:	Mathew Weaver	From:	Dale Higbee
Company:	State of Idaho Department of Water Resources		
Fax:	(208) 287-6700	Pages:	27
Phone:	(208) 287-4800	Date:	5/19/2009
Re:	Elk Creek Easements	CC:	

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply

Mathew,

Here is a copy of the Easements I promised to send you for the Elk Creek Hydro facility.
Let me know if you have any questions.

Thanks
Dale

06/11/2001 15:23 724763068

SITHE HYDRO DIVISION

PAGE 01

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ASSESSOR	()

DEED GRANTING EASEMENT FOR
ELK CREEK PORTION OF PROJECT

We, James B. Howell and Josephine Howell, husband and wife of Boise, Idaho; Clifton A. Powell and Roberta G. Powell, husband and wife of Redding, California; and Jerry Lausmann and Donnis O. Lausmann, husband and wife of Medford, Oregon, owners of land interests in Idaho County, Idaho, in consideration of One Dollar (\$1) and other good and valuable consideration, receipt of which is hereby acknowledged, for all purposes expressed and implied in that Agreement between the same parties dated September 20, 1984, do hereby grant, bargain, sell and convey unto ELK CREEK HYDRO-ELECTRIC PARTNERS, a California general partnership doing business in Idaho, with principal offices in Beverly Hills, California, an easement and right-of-way covering a strip of land 50 feet in width and approximately 9000 feet in length, together with all necessary diversion and powerhouse sites, over and across, on and through any and all lands of the Grantors found in the below described sections:

Section 23 to 4000' elevation, and
Section 26 and Section 27 of Township
22 North, Range 1 East, Boise Meridian,
in Idaho County, Idaho.

The point of beginning intake site and point of termination
powerhouse site and the strip for the alignment of the pipe-

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line easement will be approximately as described and illustrated in documents on file with the Federal Energy Regulatory Commission in support of Exemption Number 3503, with due allowance for final engineering and all other required or desired adjustments. Said easement includes the perpetual right to enter on the above-described real estate at any time and to construct, replace, maintain and use such pipelines, diversion dams, transmission lines and powerhouses with necessary and proper valves and other appliances and fittings, together with adequate protection therefor, and also a right-of-way within the strips and at the sites. Grantor further specifically grants to Grantee:

(a) The right to grade the strip of land for the full width thereof and the sites and to extend the cuts and fills for such grading into and on the land along and outside of the strip and sites to such extent as Grantee may find reasonably necessary;

(b) The right to support the pipelines across ravines and watercourses with such structures as Grantee shall deem necessary;

(c) The right of ingress to and egress from the strip and sites over and across the land by means of roads and lanes thereon, if such exist, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor, provided that if any portion of the land is or shall be subdivided and dedicated roads or highways on such portion shall extend to the strip, the rights of ingress and egress on the portion shall be confined to such dedicated roads and highways.

(d) The right of grading for, constructing, maintaining and using such roads on and across the lands as Grantee may deem necessary in the exercise of the rights of ingress and egress or to provide access to property adjacent to the land.

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(e) The right from time to time to trim and cut down and clear away any and all trees and brush now or hereafter on the strip and to trim and cut down and clear away any trees on either side of the strip which now or hereafter in the opinion of Grantee may be a hazard or impediment to the pipelines, diversion dams, transmission lines, powerhouse or other improvements, for any reason of the danger of falling thereon, or may interfere with the exercise of Grantee's rights hereunder, provided, however, that all trees which Grantee is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of grantor, but all tops, lops, brush and refuse wood shall be burned or removed by Grantee.

(f) The right to install, maintain and use gates in all fences which now cross or shall hereafter cross the strip or sites.

(g) The right to make the location of the strip or sites by suitable markers set in the ground provided such markers be in locations which will not interfere with any reasonable use Grantor shall make of the strip or sites.

Grantee hereby covenants and agrees:

(a) Grantee shall not fence the strip, but may fence the diversion and powerhouse sites.

(b) Grantee shall promptly backfill any trench made by it on the strip and sites and repair any damage it shall do to Grantor's private roads or lanes on the lands and to comply with all environmental, governmental and consulting agency requirements in such excavations and repairs.

(c) Grantee shall indemnify against any loss and damage which shall be caused by the exercise of the rights of ingress and egress by any wrongful or negligent act or omission of or of its agents or employees in the course of their employment.

Grantor reserves the right to use the strip for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted; provided that Grantor shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruc-

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PAGE 04

tion on the strip, or diminish or substantially add to the ground cover of the pipelines.

IN WITNESS WHEREOF, the above Grantors hereby set their hands this 6th day of October, 1984.

GRANTORS:

James B. Howell
James B. Howell
Managing Partner

Josephine Howell
Josephine Howell

Clifton A. Powell
Clifton A. Powell

Roberta G. Powell
Roberta G. Powell

Jerry Lausmann
Jerry Lausmann

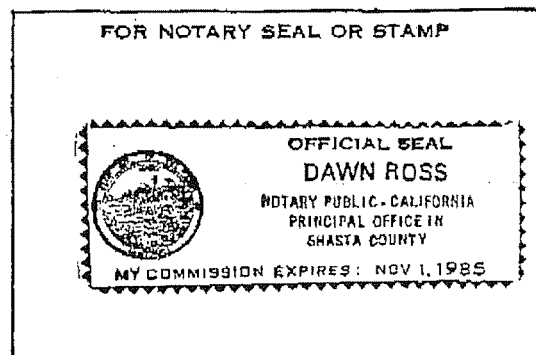
Donnis O. Lausmann
Donnis O. Lausmann

STATE OF CALIFORNIA }
COUNTY OF Shasta } SS.

On October 6, 1984 before me,
the undersigned, a Notary Public in and for said County and State,
personally appeared Clifton A. Powell, Roberta
G. Powell, Jerry Lausmann and
Donnis O. Lausmann

known to me
to be the persons whose names are subscribed to the
within instrument and acknowledged that they executed the
same.

[Signature]



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Lausmann, husband and wife, and executed the foregoing Deed Granting Easement as Grantors.

IN WITNESS WHEREOF, I have hereunto set my official seal this day of October, 1984.

Notary Public for:
Residing at:

STATE OF IDAHO)
) ss.
County of Ada)

Before me, a notary public in and for said county and state, on the 16th day of October, 1984, personally appeared James B. Howell and Josephine Howell, husband and wife, and executed the foregoing Deed Granting Easement for Elk Creek Portion of Project.

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



Andrea Armstrong
Notary Public for Idaho
Residing at Boise, Idaho

Filed and recorded at the request of *Inland Title Co. Inc*at *11:30* o'clock

M this

13th day of*NOV - 1984*By *Liberto Johnson*

Deputy

JOYCE C. HART

Ex-Officio Auditor and Recorder

Idaho County, Idaho

Fee \$

*10.00**m/front*

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SITHE HYDRO DIVISION

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ASSESSOR

320146

Recording requested and
when recorded return to:

Jones, Day, Reavis & Pogue
Suite 3600
2029 Century Park East
Los Angeles, California 90067

Attention: David T. Mercer

DEED GRANTING ESTATE FOR YEARS

AND EASEMENTS APPURTENANT

We, James B. Howell and Josephine Howell, husband and wife of Boise, Idaho, Clifton A. Powell and Roberta G. Powell, husband and wife of Redding, California, and Jerry Lausmann and Donnis O. Lausmann, husband and wife of Medford, Oregon, (collectively "Grantors") owners of land interests in Idaho County, Idaho, in consideration of One Dollar (\$1) and other good and valuable consideration, receipt of which is hereby acknowledged, for all purposes expressed and implied in that Agreement between the same parties dated September 20, 1984, do hereby grant, bargain, sell and convey unto ELK CREEK HYDRO-ELECTRIC PARTNERS, a California general partnership doing business in Idaho, with its principal office in Beverly Hills, California, its heirs and assigns ("Grantee") the estate for years, without reservation of rent, and the easements appurtenant described below for the purpose of developing, constructing and operating a hydroelectric power generation facility along the Elk Creek.

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Estate For Years. Grantors hereby grant, bargain, sell and convey unto Grantee, its heirs and assigns for 99 years, without reservation of rent, those certain properties (the "Dominant Tenements") described as follows:

ELK CREEK HYDROELECTRIC PROJECT
DIVERSION

Legal description for a water intake structure being in the NE 4 NW 4 of section 23, T 22 N, R 1 E, B.M., Idaho County, Idaho, more particularly described as follows:

Beginning at the North 1/16th corner between sections 22 and 23, thence S 89° 25' 27" E 1854.221 feet, thence N 21° 22' 18" E 118.601 feet, thence N 46° 12' 14" E 750.222 feet to the true point of beginning of said intake parcel; thence East 220 feet; thence south 140 feet; thence West 220 feet, thence North 140 feet back to the true point of beginning, which said parcel contains 0.71 acres more or less;

ELK CREEK HYDROELECTRIC PROJECT
POWERHOUSE

Legal description for a powerhouse structure being in the SE NE section 27, T 22 N, R 1 E, B.M., Idaho County, Idaho, more particularly described as follows:

Beginning at the 1/16th corner common to SW 1/4 NE 1/4, SE 1/4 NE 1/4, NW 1/4 SE 1/4, and NE 1/4 SE 1/4 of said section 27, thence N 00° 34' 17" W 80 feet to the true point of beginning of said powerhouse parcel; thence N 00° 34' 17" W 140 feet; thence East

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130 feet; thence South 140 feet; thence West 130 feet
back to the true point of beginning, which said parcel
contains 0.42 acres more or less;

provided, however, if for any 10 consecutive years during such
99 years, said Dominant Tenements is not used for a
hydroelectric generation facility, Grantor may retake
possession of said property together with all improvements
thereon. Grantors do hereby covenant to and with Grantee that
they are the owners in fee simple of the said premises and they
are free from all encumbrances.

Easements Appurtenant. Grantors hereby grant,
bargain, sell and convey unto Grantee, its heirs and assigns
the following easements:

(i) a non-exclusive easement appurtenant to the
Dominant Tenements across and over that certain property (the
"Servient Tenement") described as follows:

Section 23 to 4000' elevation, and
Section 26 and Section 27 of township
22 North, Range 1 East, Boise Meridian, in
Idaho County, Idaho

for ingress to and egress from the Dominant Tenements and for
the construction, use and maintenance of a road, above-ground
electrical transmission lines, electrical interconnecting
equipment, underground utilities, communication systems and
related facilities, including site construction trailer, by
Grantee or its invitees, assigns and licensees as may be

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necessary or convenient for access to and for the conduct of Grantee's operations, and

(ii) an exclusive easement (the "Exclusive Easement") appurtenant to the Dominant Tenements for the purposes of a hydroelectric project pipeline across and over that certain property described as follows:

Legal description for a pipeline being 50 feet wide in sections 23, 26 and 27, T 22 N, R 1 E, B.M., Idaho County, Idaho, more particularly described as follows.

A 50 foot strip of land for said pipeline being in the NE 1/4 NW 1/4, SE 1/4 NW 1/4, NE 1/4 SW 1/4, SE 1/4 SW 1/4, and the SW 1/4 SW 1/4 of section 23; and in the NW 1/4 NW 1/4 and SW 1/4 NW 1/4 of section 26; and in the SE 1/4 NE 1/4 and the NE 1/4 NE 1/4 of section 27; all located in T 22 N, R 1 E, B.M.

Said easements include the perpetual right to enter on the Servient Tenement at any time and to construct, replace, maintain and use such pipelines, diversion dams, transmission lines and powerhouses with necessary and proper valves and other appliances and fittings, together with adequate protection therefor, and also a right-of-way within the strips and at the sites.

Further Grants. Grantors further specifically grant bargain, sell and convey into Grantee:

(a) The right to grade the pipeline strip of land for the full width thereof and the sites and to extend the cuts and

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fills for such grading into and on the land along and outside of the strip and sites to such extent as Grantee may find reasonably necessary;

(b) The right to support the pipelines across ravines and watercourses with such structures as Grantee shall deem necessary;

(c) The right of ingress to and egress from the Dominant Tenements and sites over and across the Servient Tenements by means of roads and lanes thereon, if such exist, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor, provided that if any portion of the Servient Tenements are or shall be subdivided and dedicated roads or highways on such portion shall extend to the Dominant Tenements, the rights of ingress and egress on the portion shall be confined to such dedicated roads and highways;

(d) The right of grading for, constructing, maintaining and using such roads on and across the Servient Tenements as Grantee may deem necessary in the exercise of the rights of ingress and egress or to provide access to property adjacent to the land;

(e) The right from time to time to trim and cut down and clear away any and all trees and brush now or hereafter on the Dominant Tenement or Exclusive Easement and to trim and cut down and clear away any trees adjacent to the Dominant Tenement or Exclusive Easement which now or hereafter in the opinion of

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Grantee may be a hazard or impediment to the pipelines, diversion dams, transmission lines, powerhouse or other improvements, for any reason, or may interfere with the exercise of Grantee's rights hereunder, provided, however, that all trees which Grantee is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of grantor, but all tops, lops, brush and refuse wood shall be burned or removed by Grantee.

(f) The right to install, maintain and use gates in all fences which now cross or shall hereafter cross the Dominant Tenements or Exclusive Easement.

(g) The right to mark the location of the Dominant Tenements or Exclusive Easement by suitable markers set in the ground provided such markers be in locations which will not interfere with any reasonable use Grantor shall make of the Servient Tenement.

Grantee hereby covenants and agrees:

(a) Grantee shall not fence the Exclusive Easement, but may fence the Dominant Tenements.

(b) Grantee shall promptly backfill any trench made by it on the Exclusive Easement and repair any extraordinary damage it shall do to Grantor's private roads or lanes on the lands and to comply with all governmental requirements in such excavations and repairs.

Grantor reserves the right to use the strip for purposes which will not interfere with Grantee's full enjoyment

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SITHE HYDRO DIVISION

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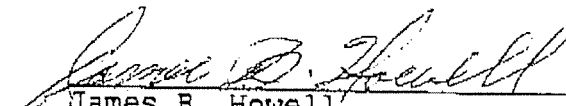
of the rights hereby granted; provided that Grantor shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction on the strip, or diminish or substantially add to the ground cover of the pipelines.

Grantee may assign all or any portion of its rights hereunder to owners or lessees of properties as may be necessary for access to and for the conduct of Grantee's operations. This Deed shall be binding upon and shall inure to the benefit of the respective heirs, personal representatives, successors and assigns of the Grantor and Grantee in the ownership of the Servient Tenements and the Dominant Tenements, and shall run with the Servient Tenements and the Dominant Tenements.

Grantor and Grantee or their successors or assigns shall indemnify and hold each other harmless from any and all claims, demands and liabilities resulting from their respective activities and the activities of their respective invitees, licensees and/or lessees on or in relation to the Servient Tenements.

IN WITNESS WHEREOF, the above Grantors hereby set their hands this 6th day of October, 1984.

GRANTORS:


James B. Howell

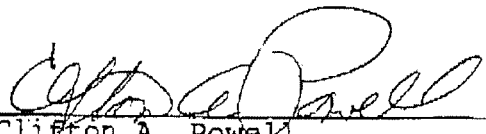

Josephine Howell

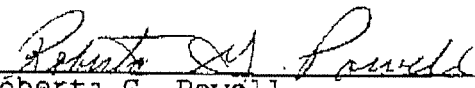
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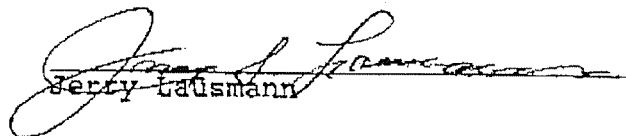
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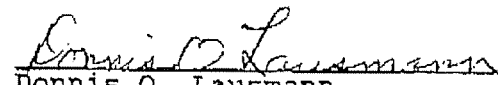
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Clifton A. Powell


Roberta G. Powell


Jerry Lausmann


Donnis O. Lausmann

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State of Idaho)
County of _____) SS.

On this 3rd day of May, in the year of
1985, before me Andrea Armstrong, notary public,
personally appeared James B. Howell, known or identified to me
to be the person whose name is subscribed to the within
instrument, and acknowledged to me that he executed the same.



Andrea Armstrong
Notary Public

State of Idaho)
County of _____) SS.

On this 3rd day of May, in the year of
1985, before me Andrea Armstrong, notary public,
personally appeared Josephine Howell, known or identified to me
to be the person whose name is subscribed to the within
instrument, and acknowledged to me that she executed the same.



Andrea Armstrong
Notary Public

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SITHE HYDRO DIVISION

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OREGON

State of Idaho)
 County of JACKSON) SS.

On this 28th day of MARCH, in the year of
 1985, before me JON A THOMPSON, notary public,
 personally appeared Jerry Lauseman, known or identified to me
 to be the person whose name is subscribed to the within
 instrument, and acknowledged to me that he executed the same.



Jon A Thompson
 Notary Public

MY COMMISSION EXPIRES 4/26/86

OREGON

State of Idaho)
 County of JACKSON) SS.

On this 28th day of MARCH, in the year of
 1985, before me JON A THOMPSON, notary public,
 personally appeared Donnis O. Lauseman, known or identified to
 me to be the person whose name is subscribed to the within
 instrument, and acknowledged to me that he executed the same.



STATE OF IDAHO	
County of Idaho ss	
Recorded at request of <u>Inland</u>	
<u>Title Co</u>	
at <u>50</u> minutes past <u>2:00</u> o'clock <u>P</u> M.	
this <u>28</u> day of <u>March</u> , 19 <u>85</u>	
<u>JOYCE C. HART</u>	
By <u>Alberta E. Johnson</u>	Recorder
Fees \$ <u>22.00</u>	Deputy

Jon A Thompson
 Notary Public

MY COMMISSION EXPIRES 4/26/86

m/ see top of front pg.

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SITHE HYDRO DIVISION

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OCT 29 '86 10:05 SITHE ENERGIES USANT-OF-RIGHT-OF-WAY:

COPY for
Sithe

The undersigned, Grantor, hereby grants to the partnership of James B. Howell, Jerry Lausmann and Clifton Powell and their successors and assigns, grants an easement-of-right-of-way for a diversion dam and the necessary equipment for the diversion in the area and location hereby described. ,

Donald-

DESCRIPTION OF EASEMENT OF RIGHT OF WAY

Beginning at point No. 35 on property survey instrument No. 290260, NE 1/4, NW 1/4, Section 23, T 22 N, R 1 E, B. M., point of beginning, thence East 220 ft., thence South 140 ft., thence West 165.505 ft. to a point on said property survey between property points 20 and 34, thence N 14° 29' 29" E 90.685 ft. to property point No. 34, thence N 56° 05' 24" W 93.929 ft. to point of beginning, containing .53 acres more or less.

Drawing attached as EXHIBIT-A-

Grantors:

Firmin Gotzinger
Firmin Gotzinger
LaVon Gotzinger
LaVon Gotzinger

STATE OF IDAHO, COUNTY OF

On this 19th day of November 1984
before me, a notary public in and for
said State, personally appeared

Firmin Gotzinger and
LaVon Gotzinger

Known to me to be the persons whose
names subscribed to the within in-
strument, and acknowledged to me that
they executed the same.

Dale H. H. H.
Notary Public

Residing at Boise, Idaho
Comm. Expires 4/30/86

STATE OF IDAHO, COUNTY OF

I hereby certify that this instru-
ment was filed for record at the re-
quest of

at minutes past o'clock N.,
this day of
19 , in my office, and duly recorded
in Book of at page

Ex-Officio Recorder

By _____
Fees \$ Deputy
Mail To:

INSTRUMENT NO.

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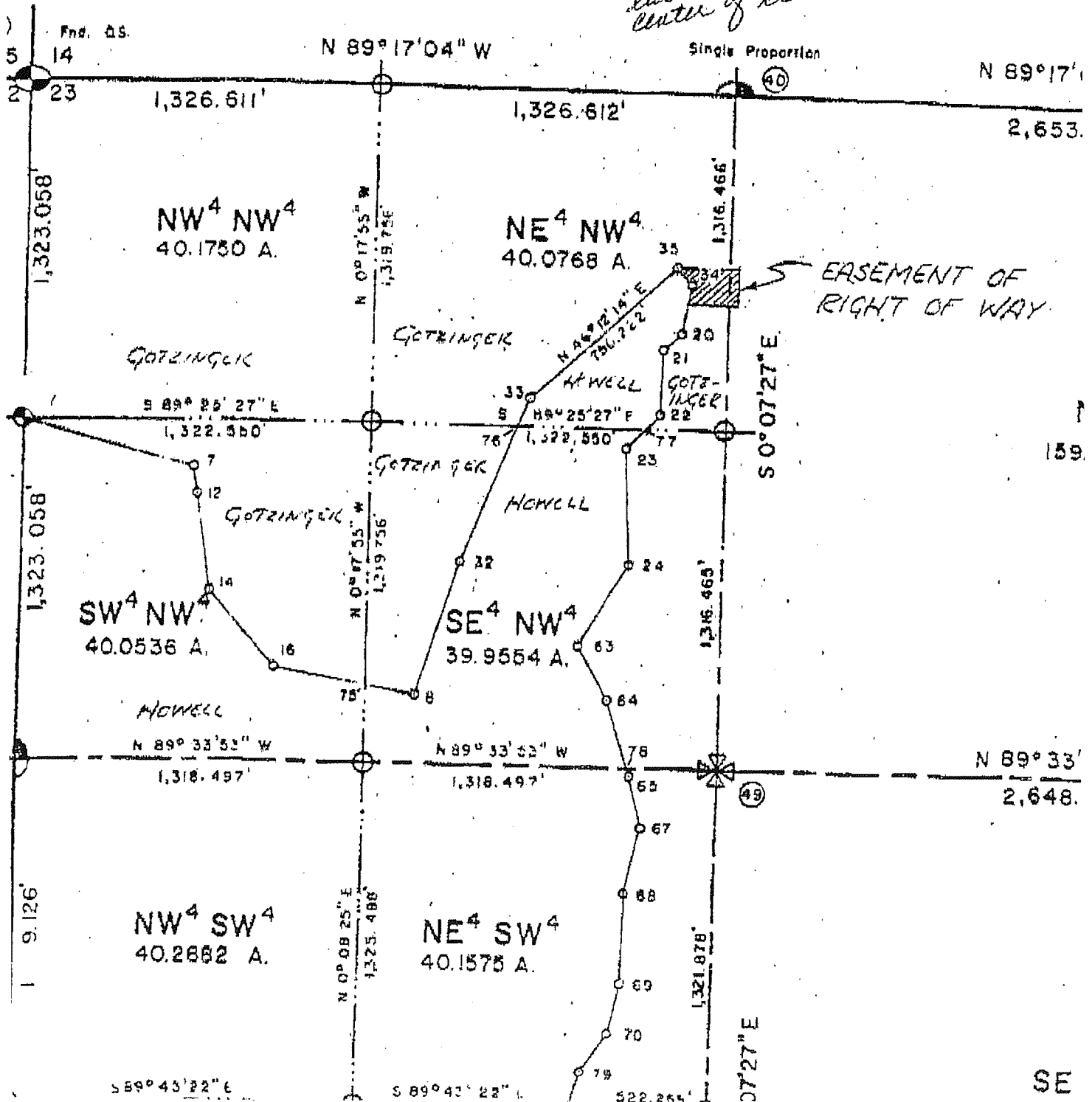
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P. 34

336-1425

Carl Edwards - Gangster

This shows
easement as down
center of creek.



May 20 09 07:59a

DALE HIGBEE

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p. 20

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P.4

TO 77.4 NTS (4-83)



TICOR TITLE INSURANCE

333 S. Grand Ave., Suite 700, Los Angeles, California 90071
(213) 617-6374

- Jones, Day, Reavis & Pogue
- 2029 Century Park East, Suite 3600
- Los Angeles, CA 90067
- Attn: David Mercer, Esq.

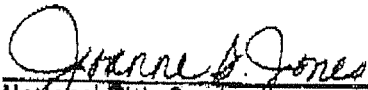
Our No. 81-48-821

Your No.

Date November 6, 1984

We are sending you the items checked below:

- ☒ Preliminary Title Report or commitment dated as of
- ☐ Supplemental report dated as of
- ☐ Plat to be used with order number shown above.
- ☐ Copy of documents/forms
- ☐ Policy of Title Insurance per your instructions.
- ☐ Invoice for services.
- ☐


National Title Service Representative
Joanne S. Jones

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SITHE HYDRO DIVISION

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P.5

Form WA-5 (6/76)
Commitment Face Page

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

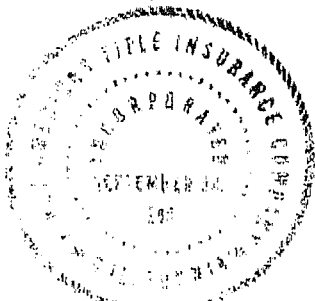
FIRST AMERICAN TITLE INSURANCE COMPANY, herein called the Company, for valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

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

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company. This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

IN WITNESS WHEREOF, the Company has caused this Commitment to be signed and sealed, to become valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws. This Commitment is effective as of the date shown in Schedule A as "Effective Date."

INLAND TITLE COMPANY
416 West Main, P.O. Box 32
Grangerville, Idaho 83530
Telephone 208-983-0150

*First American Title Insurance Company*

BY *[Signature]* PRESIDENT

ATTEST *William G. Ziegler* SECRETARY

BY *Joseph W. Foster* COUNTERSIGNED

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 Form OCT 29 '98 18:00 SITHE ENERGIES USA
 Commitment, Schedule A

SITHE HYDRO DIVISION

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SCHEDULE A

1. Effective Date: October 23, 1984 at 8:00 A.M. Commitment No: 12794

TO: Ticor Title Insurance
 333 S. Grande Ave. Suite 700
 Los Angeles, Ca. 90071

Your No. 81-48821

Proposed Insured: To be determined

2. Policy or Policies to be issued:	Amount	Premium	Tax
() Owner's standard coverage			
() Purchaser's standard coverage			
() Mortgagee's standard coverage			
() Mortgagee's ALTA coverage			
(X) Easement coverage	\$2,000,000.00	\$4,587.00	

3. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

JAMES B. HOWELL and JOSEPHINE H. HOWELL, husband and wife; CLIFTON A. POWELL and ROBERTA G. POWELL, husband and wife; JERRY S. LAUSMANN and DONNIS O. LAUSMANN, husband and wife

4. The land referred to in this commitment is described as follows:

Township 22 North, Range 1 East, Boise Meridian, Idaho County, Idaho

Section 22: ~~SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$~~

Section 23: ~~SW $\frac{1}{4}$ NW $\frac{1}{4}$~~ LESS Beginning at the N 1/16th corner between Sections 22 and 23, which corner lies S.0°28'19"E., 1323.058 feet from the NW corner of said section 23
 thence S.74°14'32"E., 671.438 feet,
 thence S.15°11'03"E., 104.811 feet,
 thence S.10°11'03"E., 367.122 feet,
 thence S.34°38'23"E., 400.449 feet,
 thence S.81°45'01"E., 365.354 feet to the east line of the ~~SW $\frac{1}{4}$ NW $\frac{1}{4}$~~ ,
 thence N.0°17'55"W., 1,019.442 feet to the NE corner of said ~~SW $\frac{1}{4}$ NW $\frac{1}{4}$~~ ,
 thence N.89°25'27"W., 1,322.550 feet back to the point of beginning

Section 26: ~~NW $\frac{1}{4}$ NW $\frac{1}{4}$~~ lying West of Elk Creek.

Section 27: All that part of ~~E $\frac{1}{2}$ NE $\frac{1}{4}$~~ , and ~~NE $\frac{1}{4}$ SE $\frac{1}{4}$~~ lying East of Little Salmon River, EXCEPT that part of ~~SE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$~~ lying South and East of Elk Creek and that part of ~~NE $\frac{1}{4}$ SE $\frac{1}{4}$~~ (cont)

NOTE: Investigation should be made to determine if there are any service, installation, maintenance or construction charges for sewer, water, telephone, gas, electricity or garbage and refuse collection, or any covenants, conditions and restrictions under which an estate, lien or interest in property has been, or may be, cut off, subordinated or otherwise impaired.

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Continued from Schedule A - part 4

lying East of Elk Creek Road and that part of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ lying South and West of the Center of Elk Creek and that part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ lying West and North of the Elk Lake Road and East of the Little Salmon River,

AND EXCEPTING THEREFROM ALL OF THE ABOVE, THE FOLLOWING DESCRIBED PROPERTY:

Beginning at the Section corner common to Sections 22, 23, 26, and 27

thence East 165 feet to the Real Point of Beginning,

thence South 264 feet to an iron pin,

thence West 165 feet to an iron pin on the Section

line common to Sections 26 and 27,

thence South 528 feet along the Section line to an iron pin,

thence East 495 feet to an iron pin,

thence North 264 feet to an iron pin,

thence East 82.5 feet to an iron pin,

thence North 528 feet to an iron pin,

thence East 82.5 feet to an iron pin,

thence North following the Westerly side of the Elk Lake Road approximately 528 feet to an iron pin

thence West 330 feet to an iron pin,

thence South 264 feet to an iron pin

thence West 165 feet to an iron pin,

thence South 264 feet to an iron pin,

which is the Real Point of beginning.

ALSO EXCEPTING:

Beginning at the section corner common to sections 22, 23, 26 and 27,

thence South 2,020 feet to a point on the North side of the Elk Creek road on the Section line, which is the true point of beginning,

thence South 60° West along the North side of the Elk Creek road 250 feet to a point,

thence North 295.75 feet to a point,

thence North 60° East 250 feet to a point on the section line,

thence South along the section line 295.75 feet to the true point of beginning

ALSO EXCEPTING:

Beginning at the section corner common to sections 22, 23, 26 and 27,

thence South 1724.25 feet to a point,

thence S.30°W., 230 feet to a point,

thence South 77.75 feet to a point which is the true point of beginning,

thence N.30°W., 200 feet to a point,

thence South 218 feet to a point,

thence S.30°E., 200 feet to a point,

thence North 218 feet to the Point of Beginning.

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SCHEDULE B - Section 2

No.

Exceptions

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

1. Taxes or 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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
8. General taxes for the year 1982 are delinquent in the original principal sum of \$148.50. General taxes for the year 1984, which are a lien, now due and payable.
9. Power Line Easement, dated May 27, 1947, by and between IDA M. CLARK and IDAHO POWER COMPANY, for electric lines, including terms and conditions thereof; recorded April 24, 1948, in Book 80 of Deeds, page 552, records of Idaho County.
10. Easement and Right of Way, dated October 26, 1951, by and between IDA M. CLARK and COUNTY OF IDAHO, for a road 385 feet long, including terms and conditions thereof; recorded November 2, 1951, in Book 84 of Deeds, page 515, records of Idaho County.
11. Any claim or loss deriving from the difference in the mean high water line of the Little Salmon River or Elk Creek, and the meander line as shown by the Government Survey, or any gain or loss due to accretion or avulsion.
12. Any present or deferred tax or lien on the above described property arising under or by virtue of the forest products yield tax as provided by Idaho Code 63-1701 or 63-1706, as amended.

Exceptions numbered _____ are hereby omitted.

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13. Subject to any vested and accrued water rights for mining, agricultural, manufacture or other purposes, and rights to ditches and reservoirs, used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law, as set forth in the Patent for the above described property.

NOTE:

1. We have made a judgment search and find none.
2. In the event the transaction fails to close and this commitment is cancelled, a fee will be charged to comply with the state insurance code.
3. Life of a commitment is 6 months unless otherwise arranged.
4. Any documents must be examined by the title company, which have to do with any transfer of title, or encumbrance, regarding the insured property, before a policy is issued, and issuance is subject to that approval.

