

DE ✓

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned.

- Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
29-7420A		X			

SUPPORT DATA

IN FILE # 29-7420A

RECEIVED

JAN 04 2010

Department of Water Resources
Eastern Region

- The following **REQUIRED** information must be submitted with this form:
 - The appropriate **FILING FEE**. See instructions for fee amounts.
 - A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
 - Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).

OR

- If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3.	Name and Address of Former Owner/Claimant(s)	Betty L Thompson & Lynn Thompson
		1761 W Syphon Road
		Pocatello, ID 83202
4.	New Owner/Claimant(s)	Shoshone-Bannock Tribes
		Name Connector (Check one): [] and, [] or, [] and/or
	New Mailing Address	PO Box 306
	City, State and ZIP Code	Fort Hall, ID 83203
	New Telephone Number	(208) 239-4580
		Email: eteton@sbtribes.com

5. Date you acquired the property September 17, 2009

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number <u>29-7420A</u>		
Irrigation	0.18 cfs or 41.84 AFA	10.46 acres
Stock		
Domestic		
Other		
Totals	0.18 cfs or 41.84 AFA	10.46 acres
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature(s) of New Owner(s) or Claimant(s) Phillip Hernandez General Mgr.
(title if applicable)
(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

Split as per agreement.

For IDWR Office Use Only:

Received by BMIK
 Received by BMIK
 Processed by AJ

Date 1/4/2010
 Date 1/4/2010
 Date 1/4/2010

Receipt Amt. \$25
 Receipt No. E235522
 WR 25 Date 1/4/2010



WATER USE AGREEMENT AND EASEMENT

The parties to this Agreement are the Shoshone Bannock Tribes referred to as "Buyer", and the Estate of Lynn Thompson and Betty L. Thompson, herein referred to as "Thompson".

I. PREMISES:

Thompson is selling property owned by Thompson to Buyer. The property to be purchased, by Buyer (approximately 10.46 acres) is being split from a parcel of property (approximately 17.9 acres) owned by Thompson. Thompson is retaining ownership of the remaining 7.44 acres. Buyer will receive a portion of Thompson's water right from Water Right Number 29-7420A, in proportion with the amount of land that Buyer is purchasing from Thompson. Because Buyer is purchasing 10.46 acres out of 17.9 acres owned by Thompson, Buyer is to receive 58% of Water Right Number 29-7420A or .18 CFS (41.84 AFY). The remaining amount of Water Right Number 29-7420A shall be reserved to Thompson. The well and pump that is associated with Water Right 29-7420A is located on the parcel of property to be purchased by Buyer. Thompson will continue to use the well and pump to irrigate the remaining property not sold to Buyer.

There is also a water hydrant on the property to be purchased by Buyer from Thompson. This water hydrant is connected to the house owned by Thompson located at 1761 W. Siphon Road, Pocatello, Idaho. The hydrant has been used infrequently in the farm operation, and has historically been used to wash equipment in and around the shop area. The hydrant does not provide any sort of culinary or septic use to the property to be purchased by Buyer. As a result, it is anticipated that Buyer will continue to use the hydrant and water in the previous historical fashion.

This agreement is intended to grant unto Buyer the right to continue using the water from the house located at 1761 W. Siphon Road, convey an easement to Buyer for maintenance of the line from the house to the hydrant, retain an easement for Thompson to the Well and Pump used to irrigate land retained by Thompson from Water Right 29-7420A, and to provide for the electricity and maintenance associated with the water systems identified above.

III. RIGHT TO USE THOMPSON'S WATER:

Thompson grants to Buyer and any successors in interest, including any heirs, assigns, purchasers, tenants, or personal representatives of Buyer, the right to use water from 1761 W. Siphon Road in the historic fashion as identified above. Buyer shall have the right to use the water to wash equipment, and for general cleaning in and around the shops. The water shall not be used to irrigate nor fill sprayers as Buyer will have a portion of Water Right 29-7420A that will fulfill this purpose.

IV. MAINTENANCE BY BUYER OF LINE TO HYDRANT:

Buyer agrees to maintain at its own expense the water line from the house located at 1761 W. Siphon Road to the hydrant located on its property. Thompson hereby grants to Buyer an easement to enter upon Thompson's property along the water line for the purpose of maintaining said water line. Buyer does hereby agree that Buyer will keep the water line in good maintenance and repair to prevent the useless discharge of water.

V. RETENTION OF EASEMENT BY THOMPSON FOR MAINTENANCE OF WELL, PUMP, AND WATER LINE:

Thompson does hereby retain the right to enter upon the property sold to Purchaser for the purpose of maintaining the well, pump, and/or water line that supplies water to Thompson's property from Water Right 29-7420A. Thompson shall be solely responsible for the maintenance of the water line from the well to Thompson's property, and does agree to keep the line in good maintenance and repair to prevent the useless discharge of water.

VI. RECIPROCAL AGREEMENT RELATED TO MAINTANCE AND ELECTRICITY EXPENSES:

Thompson agrees to be solely responsible for all expenses, including electricity, power, maintenance, and replacement of the well, and pump associated with the house located at 1761 W. Siphon Road. Buyer shall not be responsible for any fee or expense associated with the water system that provides water to the hydrant on Buyer's property.

Buyer agrees to be responsible for all expenses, including electricity, power, maintenance, and replacement of the well, and pump associated with the well and water right the parties will be sharing. Thompson will not be responsible for any expense associated with this water system. Due to this agreement, neither party will pay the other

for any costs arising from power or maintenance of the well and pump that is upon each person's respective properties.

VII. RECORDING OF THE AGREEMENT:

This Water Use Agreement shall be recorded in the office of the Power County Recorder and shall be binding on the Estate and all successors in interest to the Estate's water right including the Estate's heirs, assigns, purchasers, tenants and personal representatives.

VIII. BREACH:

It is a breach of this agreement if a party fails to carry out any of the terms contained in this agreement or in any document executed, pursuant to this agreement.

IX. REMEDIES:

If there is a breach of the Agreement, the parties' remedies, which may be pursued individually, collectively, or concurrently, are:

- A. Specific performance:
- B. All rights and remedies provided for at law and equity:
- C. The breaching party shall pay the non-breaching party their attorney's fees and costs, regardless of whether litigation is instituted.

X. NOTICE:

Notice of any breach shall be made in writing and shall be served either personally or by certified mail on the breaching party. If notice is given by certified mail, service shall be deemed to be completed at the time that it is deposited in the U.S. Mail, postage pre-paid, and addressed to the other party. For purposes of mailing, notices shall be sent to the following addresses:

1. Alonzo A. Coby, Chairman
Shoshone-Bannock Tribes
~~P.O. Box 368~~ ~~PO Box 300~~ 
Fort Hall, Idaho 83203
2. The Estate of Lynn Thompson and Betty L. Thompson
C/O May Rammell & Thompson, Chartered
PO Box 370
Pocatello, Idaho 83202

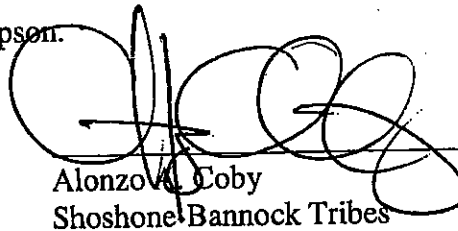
XI. INTEGRATION:

This Agreement represents the full agreement of the parties, and any other prior or contemporariness, oral or written agreements between the parties not specifically delineated in this Agreement are not intended to be part of this Agreement.

XII. ACKNOWLEDGMENT:

Buyer acknowledges that it has read this agreement, knows it is an important legal document and that if Buyer has any questions, Buyer should review it with its own attorney. Buyer understands the attorney that prepared this agreement, Peter M. Wells, of the firm May, Rammell & Thompson Chtd., has been representing the best interest of the Estate of Lynn Thompson and Betty L. Thompson.

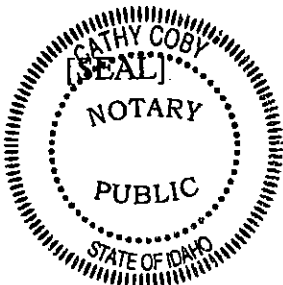
10/2/09
DATE

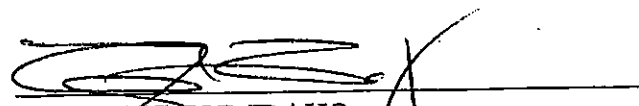

Alonzo A. Coby
Shoshone-Bannock Tribes

STATE OF IDAHO)
 :SS
County of Bannock)

On this 2nd day of October, 2009, before me, the undersigned Notary Public in and for said State and County, personally appeared Alonzo A. Coby, known or identified to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same.

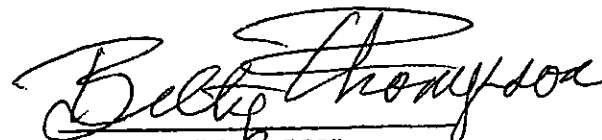
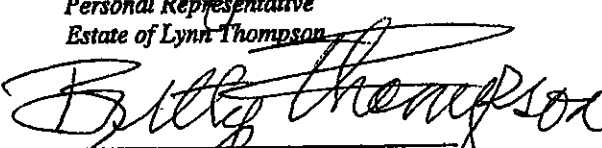
IN WITNESS WHEREOF, I have hereto set my hand and seal the day, month and year first in this certificate written.




NOTARY PUBLIC FOR IDAHO
Residing In: Bingham County, ID
My Commission Expires: 11/26/2013

9/21/2009
DATE

9/21/2009
DATE


BETTY THOMPSON
Personal Representative
Estate of Lynn Thompson

BETTY THOMPSON

STATE OF TEXAS)
 :SS
County of Tarrant)

On this 21st day of September, 2009, before me, the undersigned Notary Public in and for said State and County, personally appeared BETTY THOMPSON and the Personal Representative Estate of LYNN THOMPSON, BETTY THOMPSON, known or identified to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

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

[SEAL]




NOTARY PUBLIC FOR TEXAS
Residing In: Fort Worth, TX.
My Commission Expires: 02-14-10



WATER USE AGREEMENT AND EASEMENT

The parties to this Agreement are the Shoshone Bannock Tribes referred to as "Buyer", and the Estate of Lynn Thompson and Betty L. Thompson, herein referred to as "Thompson".

I. PREMISES:

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There is also a water hydrant on the property to be purchased by Buyer from Thompson. This water hydrant is connected to the house owned by Thompson located at 1761 W. Siphon Road, Pocatello, Idaho. The hydrant has been used infrequently in the farm operation, and has historically been used to wash equipment in and around the shop area. The hydrant does not provide any sort of culinary or septic use to the property to be purchased by Buyer. As a result, it is anticipated that Buyer will continue to use the hydrant and water in the previous historical fashion.

This agreement is intended to grant unto Buyer the right to continue using the water from the house located at 1761 W. Siphon Road, convey an easement to Buyer for maintenance of the line from the house to the hydrant, retain an easement for Thompson to the Well and Pump used to irrigate land retained by Thompson from Water Right 29-7420A, and to provide for the electricity and maintenance associated with the water systems identified above.

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Buyer agrees to be responsible for all expenses, including electricity, power, maintenance, and replacement of the well, and pump associated with the well and water right the parties will be sharing. Thompson will not be responsible for any expense associated with this water system. Due to this agreement, neither party will pay the other

for any costs arising from power or maintenance of the well and pump that is upon each person's respective properties.

VII. RECORDING OF THE AGREEMENT:

This Water Use Agreement shall be recorded in the office of the Power County Recorder and shall be binding on the Estate and all successors in interest to the Estate's water right including the Estate's heirs, assigns, purchasers, tenants and personal representatives.

VIII. BREACH:

It is a breach of this agreement if a party fails to carry out any of the terms contained in this agreement or in any document executed, pursuant to this agreement.

IX. REMEDIES:

If there is a breach of the Agreement, the parties' remedies, which may be pursued individually, collectively, or concurrently, are:

- A. Specific performance:
- B. All rights and remedies provided for at law and equity:
- C. The breaching party shall pay the non-breaching party their attorney's fees and costs, regardless of whether litigation is instituted.

X. NOTICE:

Notice of any breach shall be made in writing and shall be served either personally or by certified mail on the breaching party. If notice is given by certified mail, service shall be deemed to be completed at the time that it is deposited in the U.S. Mail, postage pre-paid, and addressed to the other party. For purposes of mailing, notices shall be sent to the following addresses:

1. Alonzo A. Coby, Chairman
Shoshone-Bannock Tribes
~~P.O. Box 368~~ ~~PO Box 300~~ 
Fort Hall, Idaho 83203
2. The Estate of Lynn Thompson and Betty L. Thompson
C/O May Rammell & Thompson, Chartered
PO Box 370
Pocatello, Idaho 83202

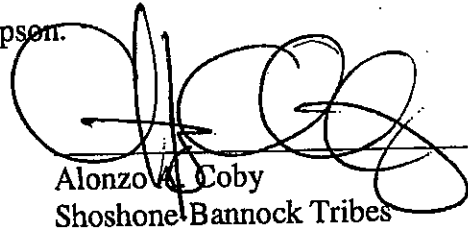
XI. INTEGRATION:

This Agreement represents the full agreement of the parties, and any other prior or contemporariness, oral or written agreements between the parties not specifically delineated in this Agreement are not intended to be part of this Agreement.

XII. ACKNOWLEDGMENT:

Buyer acknowledges that it has read this agreement, knows it is an important legal document and that if Buyer has any questions, Buyer should review it with its own attorney. Buyer understands the attorney that prepared this agreement, Peter M. Wells, of the firm May, Rammell & Thompson Chtd., has been representing the best interest of the Estate of Lynn Thompson and Betty L. Thompson.

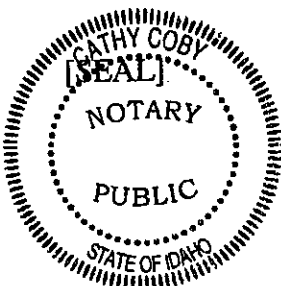
10/2/09
DATE

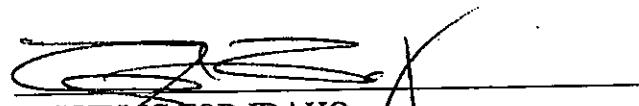

Alonzo A. Coby
Shoshone-Bannock Tribes

STATE OF IDAHO)
 :SS
County of Bannock)

On this 2nd day of October, 2009, before me, the undersigned Notary Public in and for said State and County, personally appeared Alonzo A. Coby, known or identified 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 WHEREOF, I have hereto set my hand and seal the day, month and year first in this certificate written.




NOTARY PUBLIC FOR IDAHO
Residing In: Bingham County, ID
My Commission Expires: 11/26/2013

9/21/2009
DATE

9/21/2009
DATE

Betty Thompson
BETTY THOMPSON
Personal Representative
Estate of Lynn Thompson

Betty Thompson
BETTY THOMPSON

STATE OF TEXAS)
 :SS
County of Tarrant)

On this 21st day of September, 2009, before me, the undersigned Notary Public in and for said State and County, personally appeared BETTY THOMPSON and the Personal Representative Estate of LYNN THOMPSON, BETTY THOMPSON, known or identified to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

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

[SEAL]



Julie Kathleen Hughes
NOTARY PUBLIC FOR TEXAS
Residing In: Fort Worth, TX.
My Commission Expires: 02-14-10



2350 Via Caporatti Dr., Pocatello, ID 83201 Phone (208) 232-6163 Fax (208) 233-8947

To: Shoshone Bannock Tribe
PO Box 306
Fort Hall, ID 83203
Attn: Cathy Coby

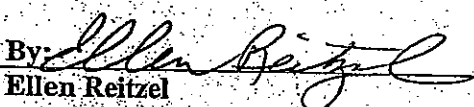
Order No.: 3010920883ER
Date: November 2, 2009
Reference: Coby

In connection with the above transaction, we enclose:

- X Policy of Title Insurance No.: OX 8084458
- X Warranty Deed recorded: 10/05/2009 as Instrument No.: 197023, 197024

Thank you for giving us the opportunity of serving you!

Alliance Title & Escrow Corp.

By: 
Ellen Reitzel

WARRANTY DEED

Order No.: 3010920883ER

FOR VALUE RECEIVED

Parcel 1: Betty L. Thompson, Personal Representative of the Estate of Lynn Thompson, Deceased
Parcel 2: Betty L. Thompson, Personal Representative of the Estate of Lynn Thompson, Deceased as
to an undivided 1/2 interest

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

 Shoshona Bannock Tribes

whose current address is

PO Box 305 Fort Hall, ID 83203

the grantee(s), the following described premises, in County, Idaho, TO WIT:

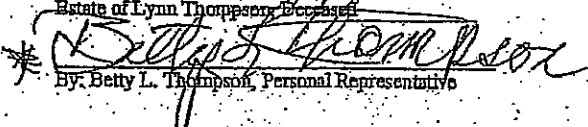
SEE ATTACHED EXHIBIT A

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: 9/17/2009

Betty L. Thompson, Personal Representative of the
Estate of Lynn Thompson, Deceased

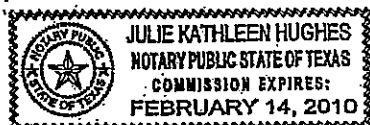

By: Betty L. Thompson, Personal Representative

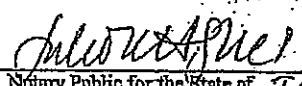
State of Texas }

* County of Tarrant } ss.

On this 21st day of September 2009, before me, a Notary Public in and for said state, personally appeared Betty L. Thompson, known or identified to me to be person whose name is subscribed to the within instrument as the Personal Representative of the Estate of Lynn Thompson, Deceased, and acknowledged to me that she executed the same as such Personal Representative.

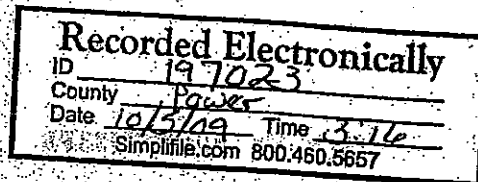
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.




Notary Public for the State of Texas
Residing at: 3501 SYCAMORE SCHOOL RD. #125
Commission Expires: 02-14-10



WARRANTY DEED



Order No. 3010920883ER

FOR VALUE RECEIVED

Parcel 1: Betty L. Thompson, Personal Representative of the Estate of Lynn Thompson, Deceased
Parcel 2: Betty L. Thompson, Personal Representative of the Estate of Lynn Thompson, Deceased as
to an undivided 1/2 interest

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Shoshone Bannock Tribes

whose current address is

PO Box 306 Fort Hall, ID 83203

the grantee(s), the following described premises, in County, Idaho, TO WIT:

SEE ATTACHED EXHIBIT A

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: 9/17/2009 9/21/2009

Betty L. Thompson, Personal Representative of the
Estate of Lynn Thompson, Deceased

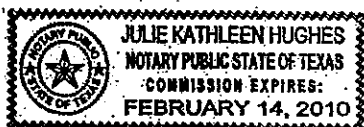
By: Betty L. Thompson, Personal Representative

State of Texas }

County of Tarrant } ss.

On this 21st day of September 2009, before me, a Notary Public in and for said state, personally appeared Betty L. Thompson, known or identified to me to be person whose name is subscribed to the within instrument as the Personal Representative of the Estate of Lynn Thompson, Deceased, and acknowledged to me that she executed the same as such 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.



Notary Public for the State of Texas
Residing at 3501 SYCAMORE SCHOOL RD. #125
Commission Expires 02-14-10

Order No.: 3010920883ER

**LEGAL DESCRIPTION
EXHIBIT 'A'**

Parcel 1:

A tract of land in Section 5, Township 6 South, Range 33 East, Boise Meridian, Power County, Idaho, described as follows:

BEGINNING at the Southwest corner of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 5;
Thence North 500 feet;
Thence East 700 feet;
Thence South 500 feet;
Thence West 700 feet to the **POINT OF BEGINNING**.

Excepting therefrom:

BEGINNING at a point 200 feet North from the Southwest corner of the Northwest $\frac{1}{4}$ of Section 5, Township 6 South, Range 33 East, Boise Meridian, Power County, Idaho;
Thence North 162 feet;
Thence East 400 feet;
Thence South 162 feet;
Thence West 400 feet to the **POINT OF BEGINNING**.

Parcel 2:

BEGINNING at a point 200 feet North from the Southwest corner of the Northwest $\frac{1}{4}$ of Section 5, Township 6 South, Range 33 East, Boise Meridian, Power County, Idaho;
Thence North 162 feet;
Thence East 400 feet;
Thence South 162 feet;
Thence West 400 feet to the **POINT OF BEGINNING**.



WARRANTY DEED

Order No.: 3010920883ER

FOR VALUE RECEIVED

Parcel 2: Edward A. Smith and Christine Smith, as to an undivided 1/2 interest

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Shoshone Bannock Tribes

whose current address is

PO Box 306 Fort Hall, ID 83203

the grantee(s), the following described premises, in County, Idaho, TO WIT:

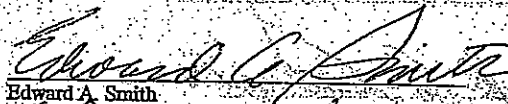
Parcel 2:

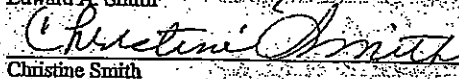
BEGINNING at a point 200 feet North from the Southwest corner of the Northwest 1/4 of Section 5, Township 6 South, Range 33 East, Boise Meridian, Power County, Idaho;
Thence North 162 feet;
Thence East 400 feet;
Thence South 162 feet;
Thence West 400 feet to the POINT OF BEGINNING.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises, that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: 9/17/2009


Edward A. Smith


Christine Smith

State of

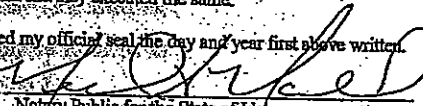
County of

ss.

On this 23rd day of September, in the year 2009, before me, a Notary Public in and for said state, personally appeared Edward A. Smith and Christine Smith, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

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

MELINDA A. MARINELLI
NOTARY PUBLIC
STATE OF IDAHO


Notary Public for the State of Idaho
Residing at:
Commission Expires:

RESIDES IN POCATELLO
EXP- 03-03-11



WARRANTY DEED

Recorded Electronically	
ID	197024
County	Boise
Date	10/15/09 Time 3:11a
Simplifile.com 800.460.5657	

Order No.:3010920883ER

FOR VALUE RECEIVED

Parcel 2: Edward A. Smith and Christine Smith, as to an undivided 1/2 interest

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Shoshone Bannock Tribes

whose current address is

PO Box 306 Fort Hall, ID 83203

the grantee(s), the following described premises, in County, Idaho, TO WIT:

Parcel 2:

BEGINNING at a point 200 feet North from the Southwest corner of the Northwest 1/4 of Section 5, Township 6 South, Range 33 East, Boise Meridian, Power County, Idaho;
Thence North 162 feet;
Thence East 400 feet;
Thence South 162 feet;
Thence West 400 feet to the POINT OF BEGINNING.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises, that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: 9/17/2009

Edward A. Smith

Christine Smith

State of _____ }
County of _____ } ss.

On this 29th day of September, in the year 2009, before me, a Notary Public in and for said state, personally appeared Edward A. Smith and Christine Smith, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

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

MELINDA A. MARINELLI
NOTARY PUBLIC
STATE OF IDAHO

Notary Public for the State of Idaho
Residing at:
Commission Expires:

RESIDES IN POCATELLO
EXP. 03-03-11



OWNER'S POLICY OF TITLE INSURANCE

Policy Number OX 8084458

Issued by Old Republic National Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
 - (a) A defect in the Title caused by:
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

9. Title being vested other than as stated in Schedule A or being defective

(a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or

(b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records

(i) to be timely, or

(ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

Issued through the Office of:

Alliance Title and Escrow Corp.

2350 Via Caporatti Drive

P.O. Box 1176

Pocafello, ID 83201

(208) 232-6163

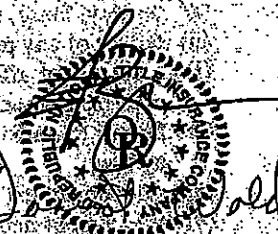
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401

(612) 371-1111

By



President

Attest

Secretary

Authorized Signature

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 that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
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 (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is:
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes:
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured;
 - (2) if the grantee wholly owns the named Insured;
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity; or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "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 Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation 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 warranties in any transfer or conveyance of the Title. 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 obligation secured by a purchase money Mortgage given to the Insured.

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 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that 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.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, 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 covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters 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. It 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 that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, 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 to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

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

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name 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 securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter 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.

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that 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 of these records in the custody or control of a third party that 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 any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. 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 that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
- Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (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. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that 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 that were authorized by the Company up to the time of payment and that the Company is obligated to pay.
- Upon the exercise by the Company of either of the options provided for in subsections (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.

8. DETERMINATION AND EXTENT OF LIABILITY

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.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
- the Amount of Insurance; or
 - the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
- the Amount of Insurance shall be increased by 10%, and
 - the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

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 Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (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, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the 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 Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays 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 executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. 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 and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. 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 in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 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 \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it 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 that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

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

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499.

SCHEDULE A

Old Republic National Title Insurance Company
400 Second Avenue South
Minneapolis, MN 55401
800-328-4441

Order Number	Policy Number	Date of Policy	Amount of Insurance	Premium Amount
3010920883ER	OX 8084458	October 5, 2009 At 3:16PM	\$521,000.00	\$1,702.25

Endorsements Nos.:
Address Reference: Bare Ground,,

Premium: \$

1. Name of Insured:

Shoshone Bannock Tribes

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

Shoshone Bannock Tribes

4. The Land referred to in this policy is described as follows:

Parcel 1:

A tract of land in Section 5, Township 6 South, Range 33 East, Boise Meridian, Power County, Idaho, described as follows:

BEGINNING at the Southwest corner of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 5;
Thence North 500 feet;
Thence East 700 feet;
Thence South 500 feet;
Thence West 700 feet to the POINT OF BEGINNING.

Excepting therefrom:

BEGINNING at a point 200 feet North from the Southwest corner of the Northwest $\frac{1}{4}$ of Section 5, Township 6 South, Range 33 East, Boise Meridian, Power County, Idaho;
Thence North 162 feet;
Thence East 400 feet;
Thence South 162 feet;
Thence West 400 feet to the POINT OF BEGINNING.

Parcel 2:

BEGINNING at a point 200 feet North from the Southwest corner of the Northwest $\frac{1}{4}$ of Section 5, Township 6 South, Range 33 East, Boise Meridian, Power County, Idaho;
Thence North 162 feet;
Thence East 400 feet;
Thence South 162 feet;
Thence West 400 feet to the POINT OF BEGINNING.

END OF SCHEDULE A

SCHEDULE B

Order No.: 3010920883ER Policy No.: OX 8084458

EXCEPTIONS FROM COVERAGE

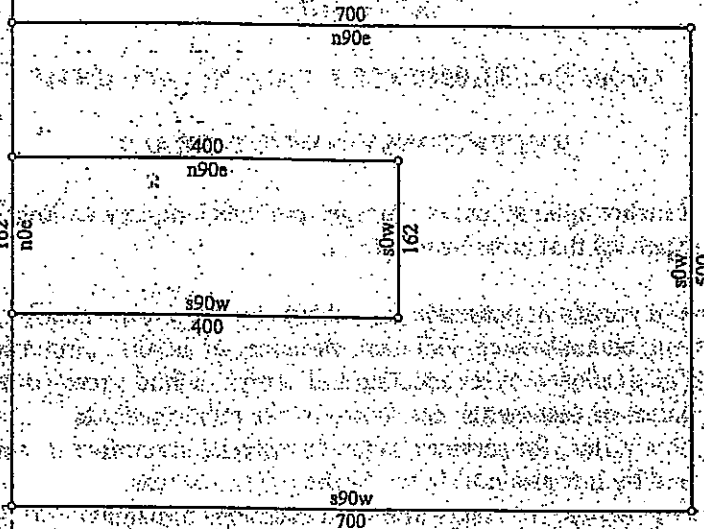
This policy does not insure against loss or damage, and the Company will not pay costs, attorney's fees, or expenses that arise by reason of:

1. Rights or claims of parties in possession not shown by the public records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
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. 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 public 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.
7. Taxes, including any assessments collected therewith, for the year 2009, which are a lien not yet payable.
8. The property described herein is or may be located within the boundaries of the Fort Hall Indian Reservation. The governmental powers referenced in Paragraphs 1 and 2 of the Exclusions from Coverage of this Policy include, in addition to other governmental entities, the Shoshone-Bannock Tribes.
9. Joint Use Agreement and the terms and conditions contained therein
Between: Lynn and Betty Thompson, husband and wife.
and: Ed and Christine Smith, husband and wife.
Recorded: March 8, 1991.
Instrument No.: 154702 of Official Records.

END OF SCHEDULE B

SW1/4 NW1/4
Section 5
Township 6 South
Range 33 EBM

Big Sky Road



Title: Thompson Property

Date: 09-09-2009

Scale: 1 inch = 200 feet

File: 3010920883.des

WHILE THIS IS A REPRESENTATION
OF THE PROPERTY DESCRIBED HEREIN,
THIS COMPANY ASSUMES NO LIABILITY
FOR VARIATIONS, IF ANY, WITH A SURVEY.

.CC:

Cathy Coby, Land Sale File

Phillip Hernandez, Enterprise General Manager
Elena D. Torres, Manager

Else D. Teton, Water Resources

Other action taken pertinent to Resolution No. ETPB/LAND-09-0011

[illegible]

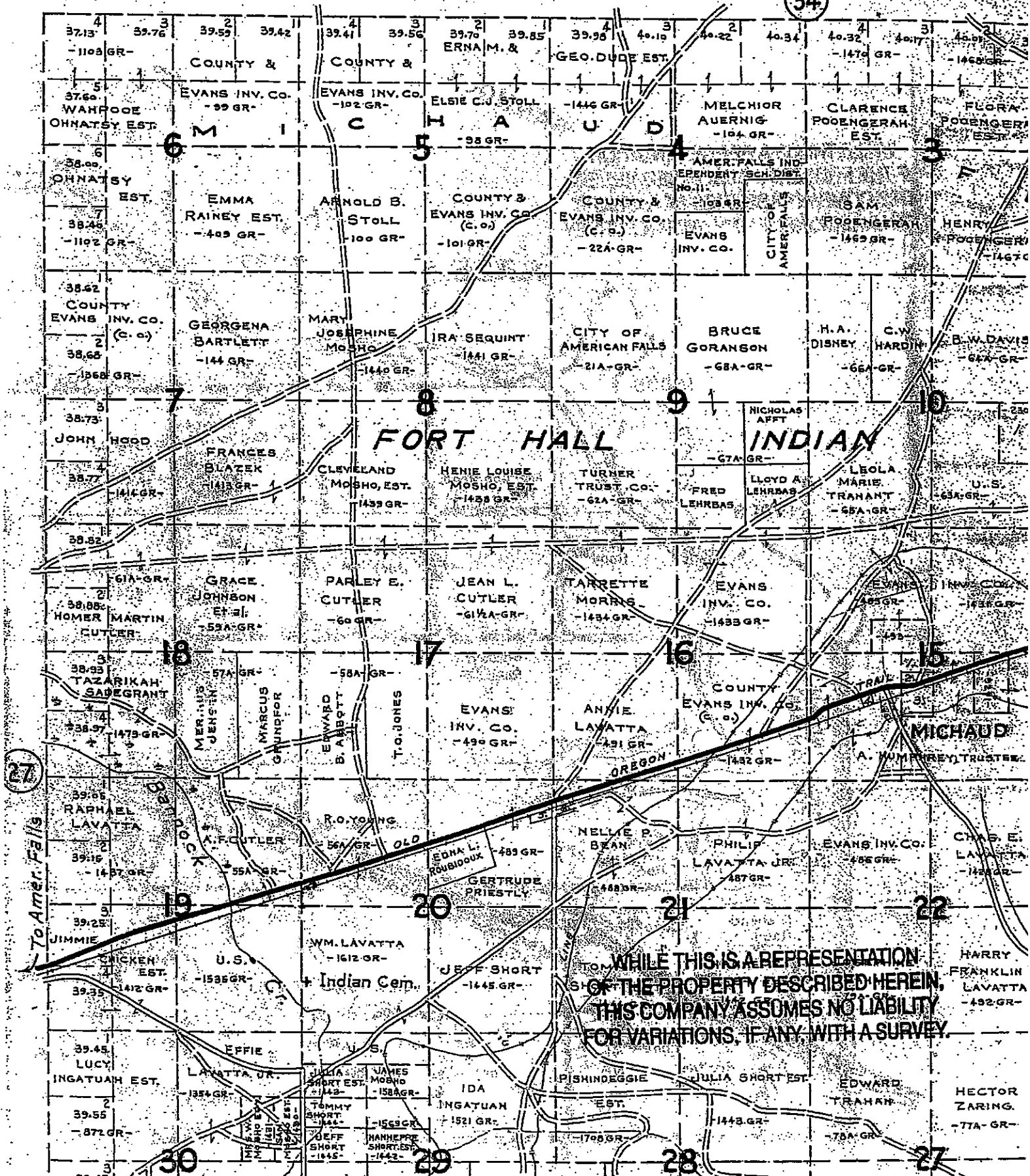
FOR SALE BY

514 S. W. OAK STREET, PORTLAND, OREGON
111 SOUTH 10TH ST., TACOMA, WASHINGTON
1020 THIRD AVE., SEATTLE, WASHINGTON

R 338

POWER COUN

(34



T. 5 & 6 S. R. 32, 33 & 34 E.

COUN

WHILE THIS IS A REPRESENTATION
OF THE PROPERTY DESCRIBED HEREIN,
THIS COMPANY ASSUMES NO LIABILITY
FOR VARIATIONS, IF ANY, WITH A SURVEY.

AMERICAN FALLS
RESERVOIR

Scale 1" = 1 Mile

PAGE 5





State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region, 900 North Skyline Drive, Suite A • Idaho Falls, Idaho 83402-1718
Phone: (208) 525-7161 • Fax: (208) 525-7177 • Web Site: www.idwr.idaho.gov

February 2, 2010

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

Shoshone Bannock Tribes
PO Box 306
Fort Hall ID 83203

RE: Change in Ownership Water Right No. 29-7420A

Dear Sir/Madam:

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership.

Our review of your notice indicates that additional information is required before we can process the change. The information required is indicated below:

XXXX Evidence of Water Right Ownership: copy of Deed, Title Policy, Contract of Sale, or other legal document indicating your ownership of the property and/or water rights in question

During our review of the documentation you submitted we found some discrepancies between that documentation and the legal description of the place of use for the water right(s) indicated in your notice. I have enclosed a copy of the water right(s) for your reference.

According to the elements of the Water Use Agreement and Easement submitted with your application you purchase 10.46 acres of the property owned by Thompson. The deeds submitted with your application only cover 8.0 acres. Please submit the deed where you purchased the additional acres. In order for the department to properly update their records we will need a legal description showing the location of the remaining acres. Please find attached a copy of a plotter drawing for the submitted Warranty Deeds.

Because the Department cannot process the ownership change without proper documentation/fees, we will hold any action on your notice pending receipt of the necessary information/fees. If we do not receive the necessary information/fees within 30 days we will return your notice and all attachments and your notice will not be processed.

Please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact the Department if you have any questions.

Sincerely,

Jonie Barg
Jonie Barg
Technical Records Specialist

Enclosure(s)

Jonie.barg@IDWR.idaho.gov

received
2/8/10

FEB - 5 2010

SHOSHONE-BANNOCK TRIBES
TRIBAL ADMINISTRATION DEPARTMENT

Received By *mt*

Index No. *500*

Refer to *FHBC, WATER, LGMT*

Disposition *(9) ✓*



WARRANTY DEED

Instrument # 197021
POWER COUNTY, IDAHO
10-06-2009 03:16:26 pm No. of Pages: 1
Recorded for: ALLIANCE TITLE -POCATELLO
CHRISTINE STEINLICHT Fee: \$3.00
Ex-Officio Recorder Deputy: Jennifer J Rupp
Electronically Recorded by Simplifile

Order No.:3010920892KCF

FOR VALUE RECEIVED

Betty L. Thompson, Personal Representative of the Estate of Lynn Thompson, Deceased

The grantor(s), do(es) hereby grant, bargain, sell and convey unto

Shoshone Bannock Tribe

whose current address is

PO Box 306 Fort Hall, ID 83203

the grantee(s), the following described premises, in Power County, Idaho, TO WIT:

A tract of land located in the South 1/4 of the Southwest 1/4 of Section 31, Township 5 South, Range 33 East, Boise Meridian, Power County, Idaho more particularly described as follows:

BEGINNING at the South 1/4 corner of Section 31;
Thence North 0°35' West, a distance of 600 feet;
Thence West 1300 feet;
Thence South 600 feet;
Thence East 1300 feet to the **POINT OF BEGINNING**.

Except therefrom;

A tract of land in the Southeast 1/4 of the Southwest 1/4 of Section 31, Township 5 South, Range 33 East, Boise Meridian, Power County, Idaho, described as follows:

BEGINNING at the South 1/4 corner of said Section, said point being marked with a 3/4" BLM brass cap stamped for corner and dated 2007;
Thence North 00°38'02" West, along the East line of said Southeast 1/4 of the Southwest 1/4 (latitudinal center line), 404.00 feet to a 1/2" rebar and plastic cap stamped PLS 843;
Thence North 89°47'00" West, leaving said latitudinal center line, 802.00 feet to a 1/2" rebar and plastic cap stamped PLS 843;
Thence South 00°38'02" East, 404.00 feet to a point on the South line of said Section 31;
Thence South 89°47'00" East, along said South line, 802.00 feet to the **TRUE POINT OF BEGINNING**.
TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: 9/19/2009 9/21/2009

Betty L. Thompson, Personal Representative of the Estate of Lynn Thompson, Deceased

By: Betty L. Thompson, Personal Representative

State of Texas }
County of Tarrant } ss.

On this 21st day of September 2009, before me, a Notary Public in and for said state, personally appeared Betty L. Thompson known or identified to me to be person whose name is subscribed to the within instrument as the Personal Representative of the Estate of Lynn Thompson, Deceased, and acknowledged to me that she executed the same as such 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.

Notary Public for the State of Texas
Residing at: 3501 SYCAMORE SCHOOL RD #125
Commission Expires: 02-14-10

