

DEV

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)
29-102730					

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**.

- Name and Address of Former Owner/Claimant(s)

Betty L. Thompson Lynn Thompson
1761 W. Syphon Road
Pocatello, ID 83202

- New Owner/Claimant(s)

Shoshone-Bannock Tribes

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

P.O. Box 306

City, State and ZIP Code

Fort Hall, ID 83203

New Telephone Number

(208) 235-2077

Email: phernandez@shoshone.com
or eteton@sbtribes.com

5. Date you acquired the property _____

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		
Irrigation		
Stock		
Domestic		
Other		
Totals		
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.

For IDWR Office Use Only:

Received by *Q/MC*
 Received by *Q/MC*
 Processed by _____ AJ

Date *1/4/2010*
 Date *1/4/2010*
 Date _____

Receipt Amt. *\$25*
 Receipt No. *2035523*
 WR _____ Date _____



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

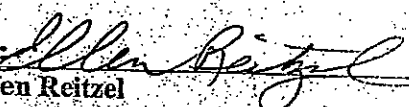
Order No.: 3010920883ER
Date: November 2, 2009
Reference: Coby

In connection with the above transaction, we enclose:

- X Policy of Title Insurance No.: GX 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

POWER COUNTY, IDAHO
10-05-2009 03:16:35 pm No. of Pages: 2
Recorded for: ALLIANCE TITLE - POCATELLO
CHRISTINE STEINLICHT Fee: \$6.00
Ex-Officio Recorder Deputy: Jennifer J Rupp
Electronically Recorded by Simplifile

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

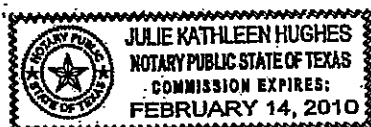
* *Betty L. Thompson*
By: Betty L. Thompson, Personal Representative

State of Texas

* County of Tarrant

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.

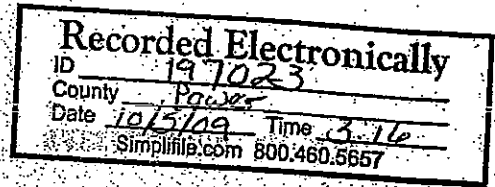
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



* *Julie Kathleen Hughes*
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
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whose current address is

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SEE ATTACHED EXHIBIT A

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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

Betty L. Thompson
By: Betty L. Thompson, Personal Representative

State of Texas

County of Tarrant

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.



Julie Kathleen Hughes
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.

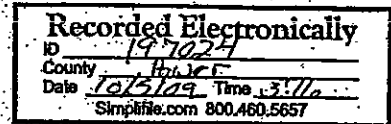
On this 22nd day of September, in the year 2009, before me, a Notary Public in and for said state, personally appeared Edward A. Smith and Christine Smith, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the 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

Order No.: 3010920883ER

FOR VALUE RECEIVED

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

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Shoshone Bannock Tribes

whose current address is

PO Box 306 Fort Hall, ID 83203

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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;

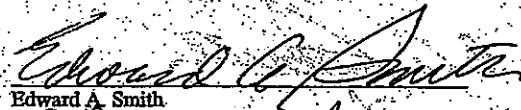
Thence South 162 feet;

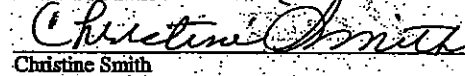
Thence West 400 feet to the POINT OF BEGINNING.

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

}

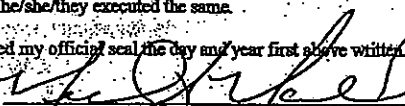
County of

} ss.
}

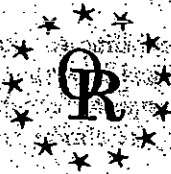
On this 22nd day of September, in the year 2009, before me, a Notary Public in and for said state, personally appeared Edward A. Smith and Christine Smith, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the 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 POCA TELLO
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
Pocatello, 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

Authorized Signature

Attest

Secretary

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
- (i) the Amount of Insurance; or
 - (ii) 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,
- (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) 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**

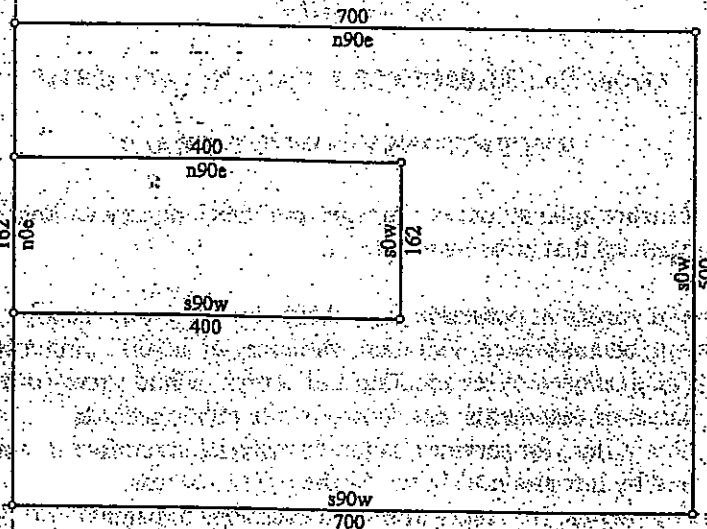
This policy does not insure against loss or damage, and the Company will not pay costs, attorney's fees, or expenses that arise by reason of:

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

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

T. 6 S.

2000S

2100S

2200S

2300S

2400S

FORT HALL INDIAN
RESERVATION BNDRY.

BANNOCK

R. 32 E.

T. 5 S.

1700W

2000W

1800S

2200W

1900S

2100W

Mary
Matte
Road

Sterling Road

Syphon
Road

Gardner
Road

Shoemaker
Road

Big Sky North
Subdivision

Big Sky
Road

Michaud
Road

Rainbow
Beach
Road

Michaud
Road

Schaffer
Lane

Sundance
Road

Lewis
Lane

Brothers
Road

Gas Plant
Road

Ramsey
Road

Ramsey
Road

Bel Road

Old Crow
Road

Shay Road

Elevator
Loop

Schiller
Road

Old Arbon
Vly. Rd.

Arbon-Cross
Road

Arbon
Highway

707

SCALE 2 IN. - 1 MILE

FOR SALE BY

CHAS. F. METSKER

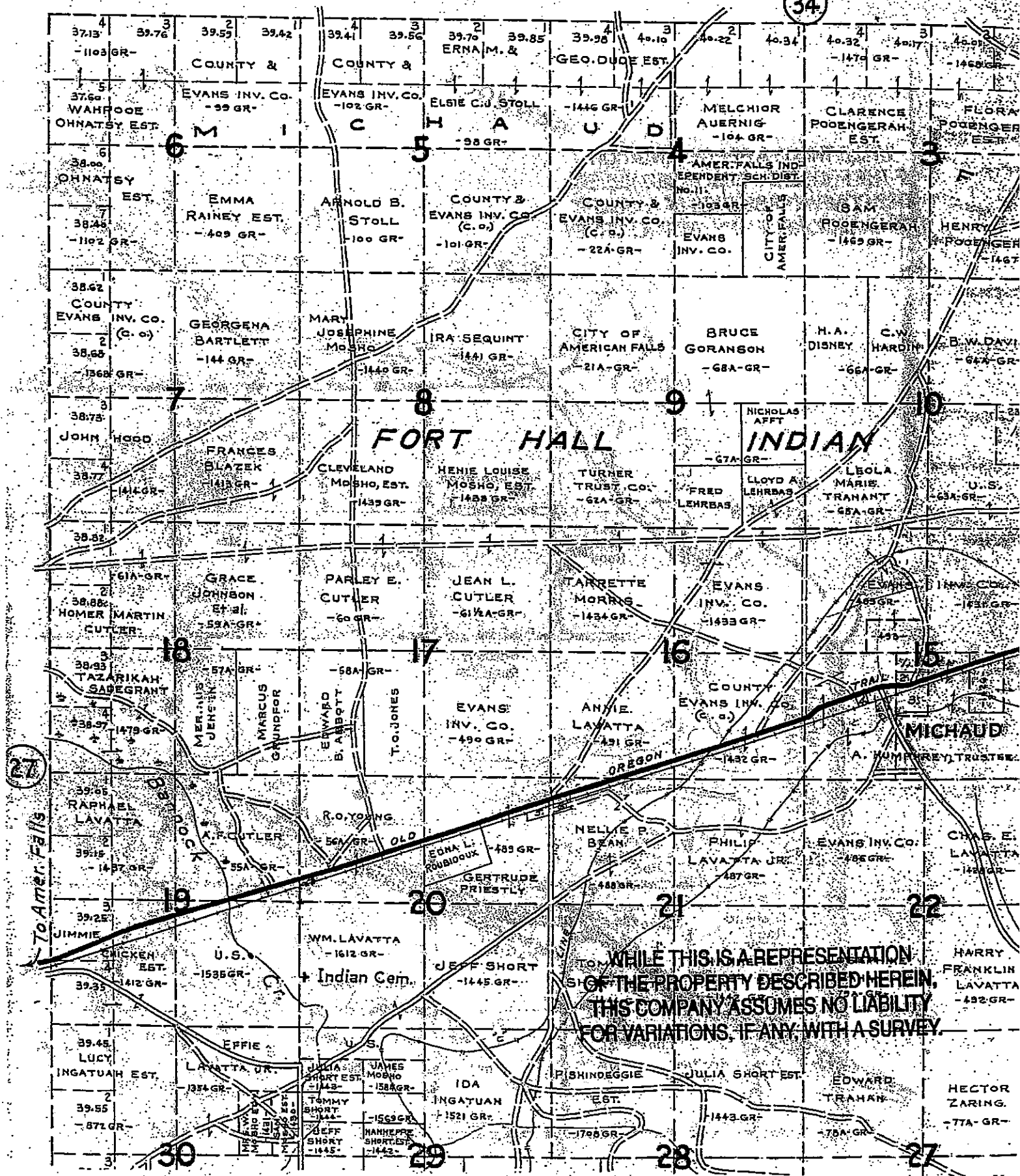
514 S. W. OAK STREET, PORTLAND, OREGON

111 SOUTH 10TH ST., TACOMA, WASHINGTON

1020 THIRD AVE., SEATTLE, WASHINGTON

TOWNSHIP 6 S. R 33 E POWER COUN

34



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

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

[illegible]

1962
WARRANTY DEED

For Value Received **GARNER E. SIMMONS and JOYCE S. SIMMONS, husband and wife**

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

BLAINE LARSEN and CONNIE LARSEN, husband and wife

whose address is: **PO BOX 188, HAMER, ID, 83425**

Hereinafter called the Grantee, the following described premises situated in CLARK County, Idaho, to-wit

Township 9 North, Range 33 East of the Boise Meridian, CLARK COUNTY, IDAHO.

Section 33: N 1/2

Section 34: N 1/2

EXCEPTING THEREFROM: Public road right of way along the west side of said of said property.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: **JANUARY 9, 1997**


GARNER E. SIMMONS


JOYCE S. SIMMONS

STATE OF IDAHO

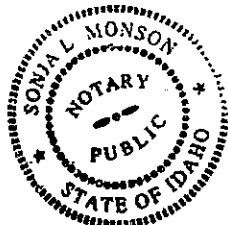
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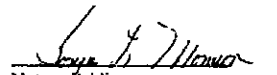
COUNTY OF JEFFERSON

) ss
)

On this 9TH day of JANUARY, in the year 1997, before me, a Notary Public in and for said State, personally appeared GARNER E. SIMMONS and JOYCE S. SIMMONS, known or identified to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same

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




Notary Public
Residing at: IDAHO FALLS ID
Commission Expires: 07-17-2002

Microfilm No. **47089**
10 Day January 19 **97**
At **10:41** O'Clock **A**M
JOANN E. TAVENNER
Clark Co. Recorder
Fee \$ **3.00**
Marcia Balch Deputy
Recorded at Request of
Notar