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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.

1. 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)
WR 29-10906					
	OK				

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. 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**.
- C. 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**
- D. 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)

BLANCHE M. HAHN
 WILLIAM H. HAHN
 POCAATELLO, ID 83201 6751 W. BUCKSKIN RD.

4. New Owner/Claimant(s)

TERRY LEE THOMPSON

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

New Mailing Address

P.O. BOX 2211

City, State and ZIP Code

POCAATELLO, IDAHO 83206-2211

New Telephone Number

() Email:

RECEIVED

JUN 16 2008

5. Date you acquired the property

MAY 9, 2008

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)

Terry Lee Thompson
(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 BML
 Received by _____
 Processed by _____ AJ

Date 6/16/08
 Date _____
 Date _____

Receipt Amt. \$25.00
 Receipt No. E034149
 WR _____ Date _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

**INSTRUCTIONS FOR FILING
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP**

This form has been prepared to assist all claimants and owners of water rights to comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. All claimants and owners of water rights are required to notify the Department of Water Resources (IDWR) of any change in mailing address or change in ownership of all or part of a water right. In addition, all purchasers of water rights within a pending general adjudication area must inquire whether a notice of claim has been filed and, if not, shall file a notice of claim if necessary. Please attach additional sheets to the form if you require additional space to describe or explain any of the questions on the form.

Effective July 1, 2000, the Idaho Legislature amended Section 42-248, Idaho Code to include a provision for fees to file a Notice of Change in Water Right Ownership. Please see details at Line 8, below, to determine if fees are required for your filing.

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. Please contact your nearest IDWR office if you would like more information or need help completing this form (a list of our offices are listed on page 2 of these instructions), or call 1-800-451-4129. Water right information can be found on the Department's website using the "On-Line Data" search at: www.idwr.idaho.gov.

LINE INSTRUCTIONS:

1. If there are water rights associated with the property, **the seller should be able to provide you with the water right or adjudication claim number(s)**. Corresponding water right and adjudication claim numbers should be listed next to each other on the form. You may have purchased only a portion of the water right(s) held by the seller. If so, the water right(s) held by the seller may need to be "split" to provide you your share of each right. Indicate if a split is required by checking in the space provided next to each water right.

If you receive water from a municipal provider, an irrigation district or other water delivery organization, where the water rights are held by the organization, please do not use this form to record a change. You may need to contact the water delivery organization to determine if any action is necessary.

If you or the seller believes there are water rights for the property but the numbers are unknown, you may wish to contact IDWR for assistance in identifying the water rights for the property in question. If adjudication claims for the rights are required and have not been filed, IDWR will so advise you.

2. IDWR cannot process this change without documentation of ownership. The preferred types of documentation are listed. Contact IDWR if you have difficulty obtaining this information. **Do not** obtain a new survey for purposes of this form before contacting IDWR.
3. Please provide the name and address of the former owner/claimant(s) of the water right(s).
4. Enter the name, mailing address, and telephone numbers of the new owner/claimant(s) and indicate the relationship between multiple owners by using the connector "and", "or", or "and/or" as indicated on your deed or other evidence of ownership

5. Provide the date the property in question was acquired. This may be the date of "closing" in the case of a real estate transaction or the date of court order for other types of ownership changes.
6. You may have purchased only a portion of the water right(s) held by the seller. If this 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. For each water right requiring a split between owners, fill in the appropriate spaces. Copy the page as many times as necessary to fully describe each water right after the change. Include documentation as necessary to describe nonstandard agreements or arrangements regarding division of the water right(s). **If the water right(s) will not be split, skip line 6 and go to line 7.**
7. The new owner(s) must sign the form in the space(s) provided. If someone other than the owner signs the notice, evidence of authority to sign for the owner must be attached. If the new owner is a corporation or other organization, the person signing the notice must be an officer of the corporation or otherwise have authority to sign for the organization and must include their title with the signature.
8. The Legislature has waived the fee to file a Notice of Change in Water Right Ownership for any water right pending in a general water right adjudication such as the Snake River Basin Adjudication. This waiver ends when a partial decree is issued for the water right that has been claimed. For water rights not pending in a general adjudication, the filing fee is \$25 per water right, except for those water rights that will be divided as a result of the change in ownership. The filing fee for division of a water right is \$100 per water right to be divided.
9. When complete, retain a copy and **file the original form with the IDWR office nearest you, with copies of your ownership documents and the appropriate filing fee:**

IDWR Northern Region
7600 Mineral Dr., Suite 100
Coeur d'Alene, ID 83815
(208) 762-2800

IDWR Western Region
2735 Airport Way
Boise, ID 83705-5082
(208) 334-2190

IDWR Eastern Region
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402-1718
(208) 525-7161

IDWR Southern Region
1341 Fillmore St., Suite 200
Twin Falls, ID 83301-3380
(208) 736-3033

- OR -

IDWR State Office
322 East Front St
Sixth Floor
P.O. Box 83720
Boise, ID 83720-0098
(208) 287-4800

JOHNSON OLSON, CHARTERED
P.O. BOX 1725
POCATELLO, IDAHO 83204-1725

L. CHARLES JOHNSON, III
TELEPHONE: (208) 232-7926
FACSIMILE: (208) 232-9161
EMAIL: cjlaw@allidaho.com

May 12, 2008

USE P.O. BOX FOR MAIL
PHYSICAL STREET ADDRESS:
419 WEST BENTON
POCATELLO, IDAHO 83204-1725

Brian Hahn
2268 Butte Street
Pocatello, Idaho 83201

Terry Thompson
P.O. Box 2211
Pocatello, Idaho 83206-2211

Re: Estate of William Henry Hahn; Case No. CV 2007-2131-IE

Dear Brian and Terry:

This acknowledges closing of the sale of the William Hahn residence to Terry Thompson. I understand you both have copies of all the closing documents in this case but if you need another copy please call our office.

We completed the sale, and Terry Thompson paid \$351,446.83 into escrow. The net after closing costs received by the Hahn estate was \$348,589.23. The title company will deposit the check directly to the Estate of William Henry Hahn's account and further disbursements will be made by the personal representative to the heirs. The Estate of William Henry Hahn will then contact our office to arrange for distribution of the sale proceeds and close the estate.

The deed signed by Brian Hahn as personal representative of the estate will be forwarded to Terry Thompson with the title insurance policy. Please coordinate the change of the utilities from the Estate of William Henry Hahn to Terry Thompson. Terry Thompson should immediately place fire and and casualty insurance on the property that he deems appropriate, and 10 days after this insurance is in force the Estate of William Henry Hahn should cancel their insurance on the property.

If you have any questions or comments, please call or write.

Sincerely,


Charles Johnson

CJ/nv



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

To: **Terry Lee Thompson**
PO Box 2211
Pocatello, ID 83206-2211

Order No.: **3010815244ER**
Date: **May 12, 2008**
Reference:

In connection with the above transaction, we enclose:

- X **Policy of Title Insurance No.: 72306-22422**
- X **Personal Representative's Deed recorded: 5/09/2008 as Instrument No.: 20810308**

Thank you for giving us the opportunity of serving you!

Alliance Title & Escrow Corp.

By: 
Ellen Reitzel

1/2

20810308

PERSONAL REPRESENTATIVE'S DEED

THIS PERSONAL REPRESENTATIVE'S DEED is from the ESTATE OF WILLIAM HENRY HAHN, by and through Brian Hahn as the Personal Representative of the Estate of William Henry Hahn (Bannock County Case No. CV 2007-2131-IE), herein referred to as the Grantor Hahn Estate, to Terry Lee Thompson, a single person, individually as his sole and separate property, herein referred to as the Grantee Thompson of P.O. Box 2211, Pocatello, Idaho, 83206-2211.

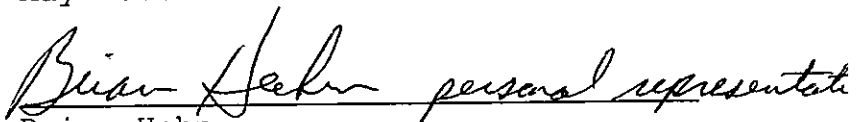
WITNESSETH, for and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor Hahn Estate does hereby grant, bargain, sell, convey and quitclaim unto the said Grantee Thompson and his successors and assigns forever, all of Grantor Hahn Estate's interest in the real property situated at 6751 West Buckskin Road, Pocatello, County of Bannock, State of Idaho, and more particularly and legally described on the document attached as Exhibit A.

Together with all appurtenances and water rights (if any), tenements, hereditaments, and fixtures belonging, or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right title and interest in said property in law and equity.

TO HAVE AND TO HOLD the said premises to the Grantee Thompson and his heirs, successors, and assigns forever, and the Grantor Hahn Estate shall warrant and defend quiet and peaceable possession of Grantee Thompson.

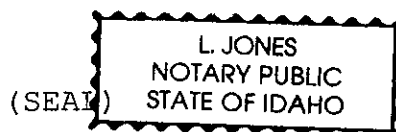
IN WITNESS WHEREOF, the Grantor Hahn Estate has set its hand and seal the day and year first above written.

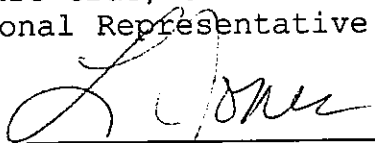
DATED this 9th day of May 2008.


Brian Hahn
Personal Representative
Estate of William Henry Hahn

STATE OF IDAHO)
 : ss
County of Bannock)

On this 9th day of May, in the year 2008, before me, a Notary Public of said State, personally appeared Brian Hahn, known or identified to me to be the person whose name is subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that he executed the same as Personal Representative of the Estate of William Henry Hahn.




NOTARY PUBLIC FOR IDAHO
Residing at: Pocatello
My commission expires: May-2012 06-01-13



Buckskin Road

NE1/4 SW1/4
Section 27
Township 6 South
Range 35 EBM

Pocatello Creek, South Fork

629.0
10°09'E
629.0
10°09'W
629.0

1
2
4

Parcel 2

SE1/4 SW1/4

Title: Hahn Property

Date: 03-26-2008

Scale: 1 inch = 300 feet

File: 3010815244.des

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

21 22
28 27

12/11/1972

T-30

12/11/1972

T-77

T-76

T-69

Harold Lynn
Dorothy Lorraine
1972

28 27
33 34



21 22

28 29

26 27

33 34

21 22

28 27

28 27

33 34

Parcel 1:

2/2

20810308

Parcel of land in the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 27, Township 6 South, Range 35 East, Boise Meridian, Bannock County, Idaho, more particularly described as follows:

BEGINNING at the South $\frac{1}{16}$ corner on the West line of Section 27, Township 6 South, Range 35 East, Boise Meridian, Bannock County, Idaho;

Thence South $89^{\circ}57'30''$ East along the South $\frac{1}{16}$ line of said Section 27, 1,382.84 feet to the TRUE POINT OF BEGINNING;

Thence North $0^{\circ}09''$ East, 629.00 feet;

Thence South $89^{\circ}57'30''$ East 90.00 feet;

Thence South $0^{\circ}09'$ West, 629.00 feet, more or less, to the South $\frac{1}{16}$ line of said Section 27;

Thence North $89^{\circ}57'30''$ West along said $\frac{1}{16}$ line 90.00 feet to the TRUE POINT OF BEGINNING.

Parcel 2:

A tract of land in the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 27, Township 6 South, Range 35 East, Boise Meridian, Bannock County, Idaho, lying South of Buckskin Road and described more particularly as follows:

BEGINNING at the South $\frac{1}{16}$ corner on meridional centerline of said Section 27;

Thence North $89^{\circ}57'$ West 724 feet, more or less, to the TRUE POINT OF BEGINNING;

Thence North $89^{\circ}57'$ West 60 feet, more or less;

Thence Southerly 1316 feet, more or less, to a point on the South Section line of said Section 27;

Thence Westerly along the South Section line of said Section 27, 526 feet, more or less, to the $\frac{1}{16}$ corner;

Thence Northerly along the West $\frac{1}{16}$ line of said Section 27, 1316 feet, more or less, to the Southwest $\frac{1}{16}$ corner;

Thence South $89^{\circ}57'$ East, 162.9 feet, more or less;

Thence North $0^{\circ}09'$ East, 805.9 feet, more or less, to a point on the South line of Buckskin Road;

Thence South $89^{\circ}10'$ East, 8.4 feet, more or less, to the point of curve;

Thence along a curve to the right having a central angle of $46^{\circ}56'$ right and a radius of 253.48 feet, having a distance of 206.16 feet;

Thence South $42^{\circ}14'$ East, 242.5 feet to a point of curve;

Thence along a curve to the left having a central angle of $16^{\circ}48'$ left and a radius of 1178.92 feet a distance of 132.0 feet, more or less, to the point where the intersection of the Southerly line of Buckskin Road intersects the Southwesterly line of Beehive Road;

Thence South $42^{\circ}14'$ East, 115.9 feet to a point on curve;

Thence along a curve to the left having a central angle of $10^{\circ}52'$ left and a radius of 502.46 feet a distance of 53.5 feet more or less to a point on the South line of Beehive Road;

Thence South $23^{\circ}32'$ West, 360 feet, more or less, to the South $\frac{1}{16}$ line of said Section 27 and the TRUE POINT OF BEGINNING.

OFFICIAL RECORD BNA
BANNOCK COUNTY IDAHO

907

RECORDED AT REQUEST OF
FEE \$6 DEPUTY BP

ALLIANCE TITLE & ESCROW

20810308

2000 MAY -9 P 3:17

EXHIBIT

A



Chicago Title Insurance Company

Policy Number: 72306- 22422

OWNER'S POLICY OF TITLE INSURANCE

Issued by
Chicago 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, CHICAGO TITLE INSURANCE COMPANY, a Nebraska 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 protection

if 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.

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

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

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

Chicago Title Insurance Company
National Claims Administration
P.O. Box 45023
Jacksonville, Florida 32232-5023

SCHEDULE A

Chicago Title Insurance Company

Order Number	Policy Number	Date of Policy	Amount of Insurance	Premium Amount
3010815244ER	72306-22422	May 9, 2008 At 3:17PM	\$350,000.00	\$1,318.00
Endorsements:				\$
Address Reference: 6751 W. Buckskin Road, Pocatello, ID 83201				

1. Name of Insured:

Terry Lee Thompson

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

Fee Simple

3. Title is vested in:

Terry Lee Thompson, a single person

8000 N

7964 N

PROSPECTOR
HOLLOW L

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

PROSPECTOR
HOLLOW
SUBDIVISION

7580 N
6170 W

27

BUCKSKIN ROAD

6995 W

6887 W

6851 W

6833 W

6819 W

6784 W

6742 W

6767 W

6769 W

6751 W

POCATELLO CREEK

7330 N
6640 W

7201 N

6372 W

6377 W

6473 W

6417 W

BEEHIVE ROAD

7000 N

7000 W

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

Parcel 1:

Parcel of land in the North ½ of the Southwest ¼ of Section 27, Township 6 South, Range 35 East, Boise Meridian, Bannock County, Idaho, more particularly described as follows:

**BEGINNING at the South 1/16 corner on the West line of Section 27, Township 6 South, Range 35 East, Boise Meridian, Bannock County, Idaho;
Thence South 89°57'30" East along the South 1/16 line of said Section 27, 1,382.84 feet to the TRUE POINT OF BEGINNING;
Thence North 0°09" East, 629.00 feet;
Thence South 89°57'30" East 90.00 feet;
Thence South 0°09' West, 629.00 feet, more or less, to the South 1/16 line of said Section 27;
Thence North 89°57'30' West along said 1/16 line 90.00 feet to the TRUE POINT OF BEGINNING.**

Parcel 2:

A tract of land in the Northeast ¼ of the Southwest ¼ and the Southeast ¼ of the Southwest ¼ of Section 27, Township 6 South, Range 35 East, Boise Meridian, Bannock County, Idaho, lying South of Buckskin Road and described more particularly as follows:

**BEGINNING at the South 1/16 corner on meridional centerline of said Section 27;
Thence North 89°57' West 724 feet, more or less, to the TRUE POINT OF BEGINNING;
Thence North 89°57' West 60 feet, more or less;
Thence Southerly 1316 feet, more or less, to a point on the South Section line of said Section 27;
Thence Westerly along the South Section line of said Section 27, 526 feet, more or less, to the 1/16 corner ;
Thence Northerly along the West 1/16 line of said Section 27, 1316 feet, more or less, to the Southwest 1/16 corner;
Thence South 89°57' East, 162.9 feet, more or less;
Thence North 0°09' East, 805.9 feet, more or less, to a point on the South line of Buckskin Road;
Thence South 89°10' East, 8.4 feet, more or less, to the point of curve;
Thence along a curve to the right having a central angle of 46°56' right and a radius of 253.48 feet, having a distance of 206.16 feet;
Thence South 42°14' East, 242.5 feet to a point of curve;
Thence along a curve to the left having a central angle of 16°48' left and a radius of 1178.92 feet a distance of 132.0 feet, more or less, to the point where the intersection of the Southerly line of Buckskin Road intersects the Southwesterly line of Beehive Road;
Thence South 42°14' East, 115.9 feet to a point on curve;
Thence along a curve to the left having a central angle of 10°52' left and a radius of 502.46 feet a distance of 53.5 feet more or less to a point on the South line of Beehive Road;
Thence South 23°32' West, 360 feet, more or less, to the South 1/16 line of said Section 27 and the TRUE POINT OF BEGINNING.**

END OF SCHEDULE A

SCHEDULE B

Order No.: 3010815244ER Policy No.: 72306-22422

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. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the 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 2008, which are a lien not yet payable.
8. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted to: Idaho Power Company.
Purpose: Public Utilities.
Recorded: March 2, 1950.
Book: 108.
Page: 120 of Official Records.
9. Rights of the State of Idaho in and to that portion of said premises, if any, lying in the bed or former bed of the Pocatello Creek, if it is navigable.
10. Any question of location, boundary or area related to the Pocatello Creek, including, but not limited to, any past or future changes in it.

11. The right of use, control, or regulation by the United States of America in exercise of power over navigation.
12. Any difference in the mean high water line of the Pocatello Creek and the meander line as shown by government survey.

END OF SCHEDULE B

Countersigned:


Authorized Signature