

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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DEC 13 2007

**WATER RESOURCES
 WESTERN REGION**

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 division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
PD 78-4046					

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 usually attached to your deed or on file with the county).

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 **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) ROBERT G. DERRICK JOAN M. DERRICK
HC 2 Box 549 Pollock, Id. 83547
4. New Owner/Claimant(s) ROBERT W. GESTRIK VERNIA J. GESTRIK
 Name Connector (Check one): ☐ and, ☒ or, ☐ and/or
- New Mailing Address 3 PLANT LANE
- City, State and ZIP Code DONNELLY, Id. 83615
- New Telephone Number (208) 325-8637
5. Date you acquired the property JUNE 1, 2007

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 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 (one water right per box, you may copy this page as 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(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s)
(include title if applicable)

Robert W. Myster

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.

For Office Use Only

Received by _____ Date 12-13-07 Fee \$25-
 Receipted by DB Date 12-24-07 Receipt No. W036053
 Processed by _____ AJ Date _____ WR Jnt Date 2-15-08

455359

Instrument # 455359

IDAHO COUNTY, IDAHO,
2007-06-04 02:56:52 No. of Pages: 4
Recorded for : IDAHO COUNTY TITLE COMPANY
ROSE E. GEHRING Fee: 12.00
Ex-Officio Recorder Deputy *[Signature]*

WARRANTY DEED

THIS INDENTURE, made on this 1st day of June, 2007, by and between ROBERT G. DERRICK and JOAN M. DERRICK, husband and wife, of HC2 Box 549, Pollock, ID 83547, hereinafter referred to as the Grantors, and ROBERT W. GESTRIN and VERNA J. GESTRIN, husband and wife, of #3 Plant Ln., Donnelly, ID 83615, hereinafter referred to as the Grantees.

WITNESSETH:

That the said Grantors, for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States of America, and other good and valuable considerations to them in hand paid by the said Grantees, the receipt whereof is hereby acknowledged, having granted, bargained, sold, and by these presents do grant, bargain, sell, convey, and confirm unto the said Grantees, their heirs and assigns, forever all the following described real property situate in the County of Idaho, State of Idaho, to wit:

See Schedule C, attached hereto and hereby incorporated by this reference;
TOGETHER WITH all water rights benefiting the above-described property as registered through the Idaho State Dept. of Water Resources.

TOGETHER WITH, all and singular, the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, the remainder and remainders, rents, issues and profits thereof, and all estate, right, title, and interest in and to the said property as well in law as in equity of the said Grantors.

TO HAVE AND TO HOLD, all and singular, the above mentioned and described premises, together with the appurtenances unto the said Grantees, their heirs and assigns, forever.

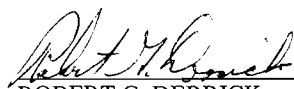
And the said Grantors, for themselves, their heirs, executors, and administrators, do covenant, grant, bargain, and agree to and with the said Grantees, their heirs and assigns, that at the time of the ensealing and delivery of these presents they were well seized of the premises above conveyed as of good, sure, perfect, absolute, and indefeasible estate of inheritance, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell, and convey the same in the manner and form aforesaid, and that the same are free and clear from all and former grants, bargains, liens, taxes, assessments, and encumbrances of whatever kind or nature whatsoever, *EXCEPT:*

- 1) General taxes for the year 2007, which are a lien, not yet due and payable.
- 2) Reservations as set forth in Patent, including the terms and conditions thereof, by and between The United States of America to James C. Hollenbeak, recorded September 10, 1929, Book 58 page 33, records of Idaho County, Idaho, as follows: "Excepting and reserving, however, to the United States all the coal and other minerals in the land so entered and patented, together with the right to prospect for, mine, and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat., 862)" Patent No. 986911.
- 3) Easement, including the terms and conditions thereof, by and between Mary B. Shephard, grantor, and The Mountain States Telephone and Telegraph Co., grantee, recorded September 3, 1932, Book 60 page 450, records of Idaho County, Idaho.
- 4) Contract for Sale of Mineral Rights, including the terms and conditions thereof, by and between Mary B. Sheppard, party of the first part, and F. G. Higgins and Ben Chance, parties of the second part, recorded November 14, 1934 under Instrument No. 106663, Book 62 page 49, records of Idaho County, Idaho.
- 5) Subject to Restrictions as set forth in Quitclaim Deed, including the terms and conditions thereof, by and between Clark Cox and Beulah Cox, his wife, parties of the first part, and The State of Idaho, party of the second part, recorded April 18, 1960 under Instrument No. 201296, Book 94 page 38, records of Idaho County, Idaho.
- 6) Power Line Easement, including the terms and conditions thereof, by and between Clark Cox and Beulah Cox, husband and wife, grantors, and Idaho Power Company, a corporation, grantee, recorded August 25, 1960 under Instrument No. 202622, Book 94 page 328, records of Idaho County, Idaho.
- 7) Matters as shown on Survey No. S-437, recorded October 10, 1986 under Instrument No. 330220, Survey No. S-443, recorded October 22, 1986 under Instrument No. 330489; Survey No. S-1096, recorded February 6, 1996 under Instrument No. 385059; and, Survey No. S-2318, recorded July 14, 2005 under Instrument No. 442612, all records of Idaho County, Idaho.
- 8) Power Line Easement, including the terms and conditions thereof, by and between Evan F. Peters and Evelyn Cox, grantors, and Idaho Power Company, a corporation, recorded November 2, 1992 under Instrument No. 365960, records of Idaho County, Idaho.
- 9) Subject to any current rental agreement wherein the Derricks are landlords with others as tenants with this Deed likewise assigning the landlords' rights in any such leases, rental arrangements, or agreements to the Grantees herein.

And that the above bargained premises, in the quiet and peaceable possession of the said Grantees, their heirs and assigns, against all and every person or persons lawfully claiming or to claim whole or any part thereof, the said Grantors will and shall WARRANT AND FOREVER DEFEND.

That this Deed is given by Grantors to Grantees not on account of any default in any security agreements or arrangements which pertain to the real property hereinabove written and described, but is given for full consideration paid by Grantees to Grantors.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals the day and year first above written.

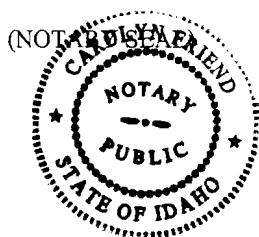

ROBERT G. DERRICK


JOAN M. DERRICK

STATE OF IDAHO)
 ss
County of Idaho)

On this 15th day of June, 2007, before me, a Notary Public in and for said County and State, personally appeared ROBERT G. DERRICK and JOAN M. DERRICK, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and they acknowledged to me that they freely executed the same.

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



Carolyn Friend
Notary Public for the State of Idaho,
Residing at ~~Coeur d'Alene~~ ^{Kootenai} ~~Idaho~~, therein.
My commission expires 08-05-2010.

SCHEDULE C

Township 23 North, Range 1 East, Boise Meridian, Idaho County, Idaho
Section 5: A parcel of land located in the SW¼SE¼ and SE¼SW¼, more particularly described from a Record of Survey, recorded October 10, 1986 as Instrument No. 330220, as follows:

Commencing at the South ¼ corner of said Section 5;
thence N 07°16'48" W, 938.47 feet to an iron pipe, the True Point of Beginning;
thence S 89°12'32" E, 326.97 feet, more or less, to an iron pipe on the westerly boundary of Old Highway No. 95 right of way;
thence along said westerly right of way on a curve to the right having a delta of 14°37'05", a radius of 988.00, a tangent of 126.72, an arc length of 252.07, a chord bearing of N 03°46'05" W, and a chord length of 251.39 feet to an iron pipe;
thence N 89°07'32" W, 239.70 feet;
thence S 15°48'07" W, 259.81 feet to the True Point of Beginning.
Sometimes known as Assessor's Tax No. 32.

OWNER'S POLICY OF TITLE INSURANCE

Issued by **Commonwealth Land Title Insurance Company**

POLICY NUMBER



Commonwealth Land Title Insurance Company is a member of the LandAmerica family of title insurance underwriters.

C30-0008170

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, COMMONWEALTH LAND 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 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.

IN WITNESS WHEREOF, the Company has caused this Policy to be signed with the facsimile signatures of its President and Secretary and sealed as required by its By-Laws.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest:

Secretary



By:

President

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 11 and 12 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

SCHEDULE A

File No. 20544

Policy No. C30-0008170

Address Reference: 39 Old Pollock Road, Pollock, Idaho 83547

Amount of Insurance: \$150,000.00

Premium: \$755.00

Date of Policy: June 4, 2007 @ 2:56 P.M.

1. Name of Insured: ROBERT W. GESTRIN and VERNA J. GESTRIN
2. The estate or interest in the land which is covered by this policy is: **Fee simple**
3. Title to the estate or interest in the land is vested in:
ROBERT W. GESTRIN and VERNA J. GESTRIN, husband and wife
4. The land referred to in this policy is described in said instrument, is situated in the County of **Idaho**, State of **Idaho**, and is identified as follows:

Township 23 North, Range 1 East, Boise Meridian, Idaho County, Idaho
Section 5: A parcel of land located in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ and SE $\frac{1}{4}$ SW $\frac{1}{4}$, more particularly described from a Record of Survey, recorded October 10, 1986 as Instrument No. 330220, as follows:

Commencing at the South $\frac{1}{4}$ corner of said Section 5;
thence N 07°16'48" W, 938.47 feet to an iron pipe, the True Point of Beginning;
thence S 89°12'32" E, 326.97 feet, more or less, to an iron pipe on the westerly boundary of Old Highway No. 95 right of way;
thence along said westerly right of way on a curve to the right having a delta of 14°37'05", a radius of 988.00, a tangent of 126.72, an arc length of 252.07, a chord bearing of N 03°46'05" W, and a chord length of 251.39 feet to an iron pipe;
thence N 89°07'32" W, 239.70 feet;
thence S 15°48'07" W, 259.81 feet to the True Point of Beginning.
Sometimes known as Assessor's Tax No. 32.

Countersigned:



J. PAUL EIMERS, Authorized Officer or Agent

SCHEDULE B**EXCEPTIONS FROM COVERAGE**

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

GENERAL (STANDARD) EXCEPTIONS

1. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by person in possession, or claiming to be in possession, thereof.
 2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.
 3. 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, and that is not shown by the Public Records.
 4. Any lien, or right to a lien, imposed by law for services, labor, or material heretofore or hereafter furnished, which lien, or right to a lien, is 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) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public record.
 6. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; 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. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.
- EXCEPTION NO(S) 8 are hereby omitted.

SPECIAL EXCEPTIONS

9. General taxes for the year 2007, which are a lien, not yet due and payable.
10. Reservations as set forth in Patent, including the terms and conditions thereof, by and between THE UNITED STATES OF AMERICA to JAMES C. HOLLENBEAK, recorded September 10, 1929, Book 58 page 33, records of Idaho County, Idaho., as follows: "Excepting and reserving, however, to the United States all the coal and other minerals in the land so entered and patented, together with the right to prospect for, mine, and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat., 862)" Patent No. 986911.
11. Easement, including the terms and conditions thereof, by and between MARY B. SHEPHARD, Grantor, and THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH CO., Grantee, recorded September 3, 1932, Book 60 page 450, records of Idaho County, Idaho.
12. Contract for Sale of Mineral Rights, including the terms and conditions thereof, by and between MARY B. SHEPPARD, party of the first part, and F. G. HIGGINS and BEN CHANCE, parties of the second part, recorded November 14, 1934, under Instrument No. 106663, Book 62 page 49, records of Idaho County, Idaho.

continued...

SCHEDULE B SPECIAL EXCEPTIONS CONTINUED

13. Subject to Restrictions as set forth in Quitclaim Deed, including the terms and conditions thereof, by and between CLARK COX and BEULAH COX, his wife, parties of the first part, and THE STATE OF IDAHO, party of the second part, recorded April 18, 1960, under Instrument No. 201296, Book 94 page 38, records of Idaho County, Idaho.
14. Power Line Easement, including the terms and conditions thereof, by and between CLARK COX and BEULAH COX, husband and wife, Grantors, and IDAHO POWER COMPANY, a corporation, Grantee, recorded August 25, 1960, under Instrument No. 202622, Book 94 page 328, records of Idaho County, Idaho.
15. Matters as shown on Survey No. S-437, recorded October 10, 1986, under Instrument No. 330220, Survey No. S-443, recorded October 22, 1986, under Instrument No. 330489; Survey No. S-1096, recorded February 6, 1996, under Instrument No. 385059; and Survey No. S-2318, recorded July 14, 2005, under Instrument No. 442612; all records of Idaho County, Idaho.
16. Power Line Easement, including the terms and conditions thereof, by and between EVAN F. PETERS and EVELYN COX, Grantors, and IDAHO POWER COMPANY, a corporation, recorded November 2, 1992, under Instrument No. 365960, records of Idaho County, Idaho.
17. The mobile homes which may be located on said property have not been declared real property and the policy to be issued is not to be construed as insuring that proper security has been taken in said mobile homes.

END OF SCHEDULE B

keg

Conditions Continued

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: Consumer Affairs Department PO Box 27567 Richmond, Virginia 23261-7567

THANK YOU.

Title insurance provides for the protection of your real estate investment. We suggest you keep this policy in a safe place where it can be readily available for future reference.

If you have questions about title insurance or the coverage provided by this policy, contact the office that issued this policy, or you may call or write:

Commonwealth Land Title Insurance Company
Consumer Affairs
P.O. Box 27567
Richmond, Virginia 23261-7567
telephone, toll free: 800 446-7086
web: www.landam.com

We thank you for choosing to do business with Commonwealth Land Title Insurance Company, and look forward to meeting your future title insurance needs.

Commonwealth Land Title Insurance Company is a member of the LandAmerica family of title insurance underwriters.



and year in this certificate first above written.

Leo W. Jesse "
Notary Public "
State of Idaho"

Leo W. Jesse, Notary Public
residing at Lewiston, Idaho

STATE OF IDAHO
County of Idaho ss

I hereby certify that this instrument was filed for record at request
of J. H. Johnston at 45 minutes past 1 o'clock P. M. this 9 day of Sept. A. D. 1929.

Fee \$ 1.00

Henry Telcher, Ex-Officio Recorder,

90602

The United States

to

James C. Hollenbeak

Boise 024772 and 026485

4-1007-R

THE UNITED STATES OF AMERICA,

To all to whom these presents shall come, Greeting:

WHEREAS, a certificate of the Register of the Land Office at Boise, Idaho has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain" and the acts supplemental thereto, the claim of James C. Hollenbeak has been established and duly consummated, in conformity to law, for the south half of the southwest quarter of Section five, the west half of the northwest quarter and the northeast quarter of the northwest quarter of Section eight, the lot four of Section three and the Lots one, two and three, the southeast quarter of the northwest quarter and the south half of the northeast quarter of Section four in Township twenty-three north of Range one east of the Boise Meridian, Idaho, containing four hundred eighty acres and thirty-five hundredths of an acre, according to the official plat of the Survey of the said land, returned to the GENERAL LAND OFFICE by the Surveyor-General:

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said claimant the tract of land above described;

TO HAVE AND TO HOLD the said tract of land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant for ever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such ^{water} rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts; and there is reserved from the land hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States. Excepting and reserving, however, to the United States all the coal and other minerals in the land so entered and patented, together with the right to prospect for, mine, and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat., 862)

IN TESTIMONY WHEREOF, I, Calvin Coolidge, President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed. GIVEN under my hand, at the city of Washington, the EIGHTH day of October, in the year of our Lord one thousand nine hundred and twenty-six, and of the Independence of the United States the one hundred and fifty-first.

(Seal)
1293677

By the President Calvin Coolidge
By Viola B. Pugh, Secretary.
M. P. LeRoy Recorder of the General Land Office

Record of Patents: Patent Number 986911

58-33

9-10-29

Department of the Interior, General Land Office, Washington D. C. Apr. 19, 1928

I hereby certify that this photograph is a true copy of the Patent record which is in my custody in this office.

"United States"
"General Land Office,"
"

M. P. LeRoy, Recorder.

Government Printing Office 6-2177

State of Idaho

ss

County of Idaho

Filed for record in the office of the Recorder of Idaho County,

at the request of James C. Hollenbeak on the 10 day of Sept. A. D. 1929 at 10:45 o'clock A. M. and recorded in Book 58 of deeds.

Fee. \$1.00

Henry Telcher, County Recorder

90603

Samantha Ann and Arty Hollenbeak

to

James C. Hollenbeak and wife

THIS INDENTURE, Made this seventh day of September in the year of our Lord one thousand nine hundred and twenty nine between Samantha Ann and Arty Hollenbeak, wife & husband of Pollock, County of Idaho State of Idaho, the parties of the first part, and James C. Hollenbeak and wife, of Riggins, County of Idaho State of Idaho the parties of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One dollar and other valuable considerations-- DOLLARS, lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, and to their heirs and assigns forever, all the following described real estate, situated in Pollock, County of Idaho, State of Idaho, to-wit: East half Northeast quarter; North half of Southeast quarter of Section thirty three; Lots One, Two and Three and Southeast quarter of Northwest quarter of Section thirty-four, Township twenty-four North, Range One East of Boise Meridian, Idaho, containing three hundred thirty five, and forty-two hundredth acres.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof : and all estate, right, title and interest in and to said property, as well in law as in equity, of the parties of the first part.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises, together with the appurtenances, unto the parties of the second part, and to their heirs and assigns forever. And the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against the said parties of the first part, and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will warrant and by these presents forever DEFEND.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

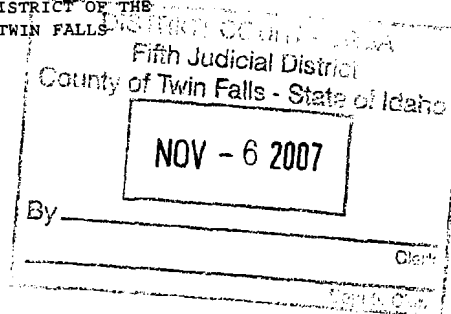
Signed, sealed and delivered in the presence of
Eleanor M. Aubin.

Samantha Ann Hollenbeak (Seal)
Arty Hollenbeak (Seal)

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

In Re SRBA)
)
Case No. 39576)
_____)

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR
Water Right 78-04046



NAME AND ADDRESS: JOAN M DERRICK
ROBERT G DERRICK
HC 2 BOX 549
POLLOCK, ID 83547

SOURCE: LITTLE SALMON RIVER TRIBUTARY: SALMON RIVER

QUANTITY: 0.02 CFS

PRIORITY DATE: 05/01/1961

POINT OF DIVERSION: T23N R01E S05 SWSE Within Idaho County

PURPOSE AND	PURPOSE OF USE	PERIOD OF USE	QUANTITY
PERIOD OF USE:	Irrigation	03-01 TO 11-15	0.02 CFS

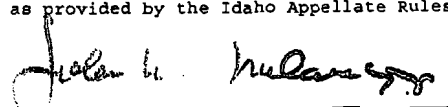
PLACE OF USE: Irrigation Within Idaho County
T23N R01E S05 SWSE 1.0
1.0 Acres Total

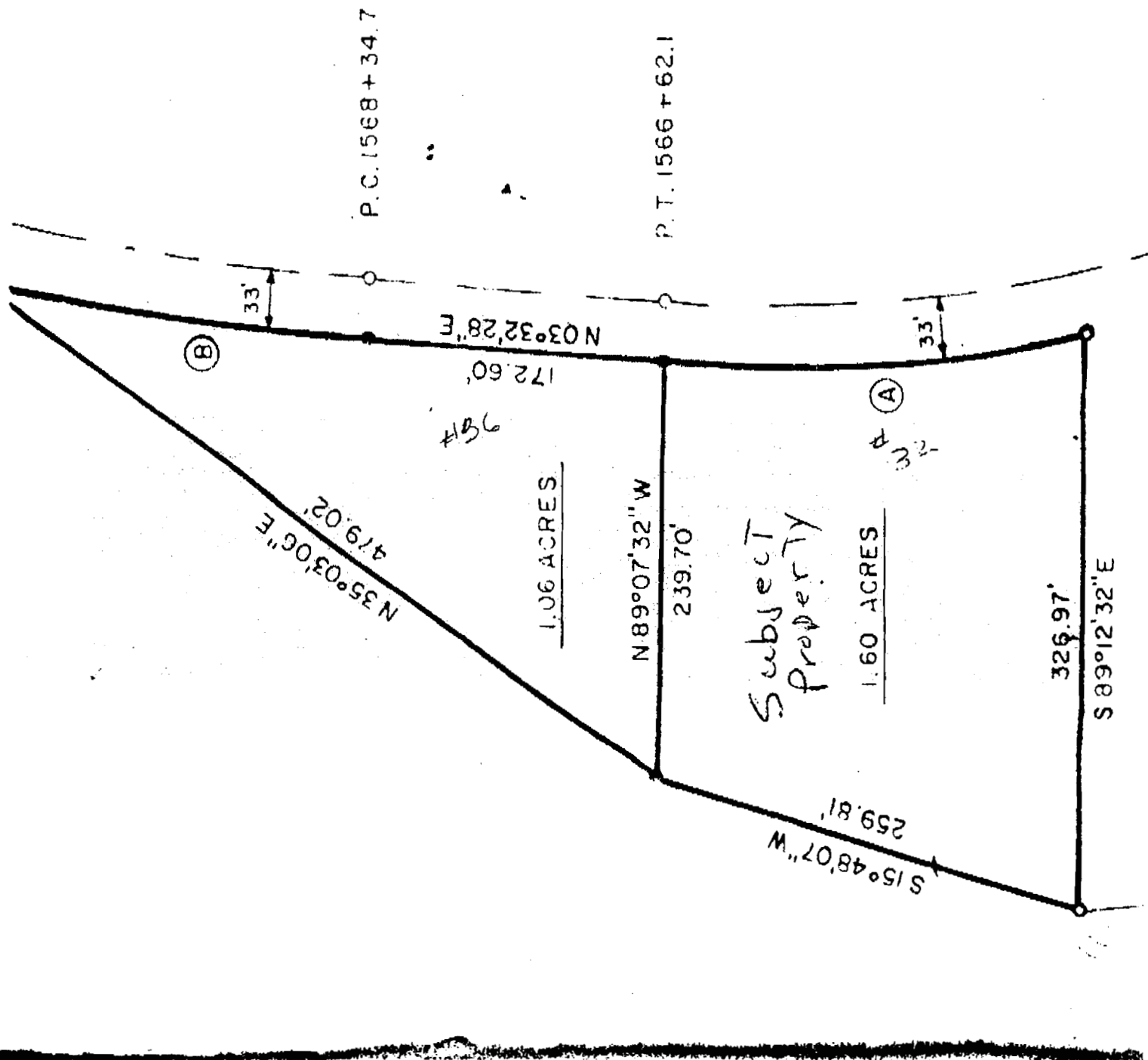
OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

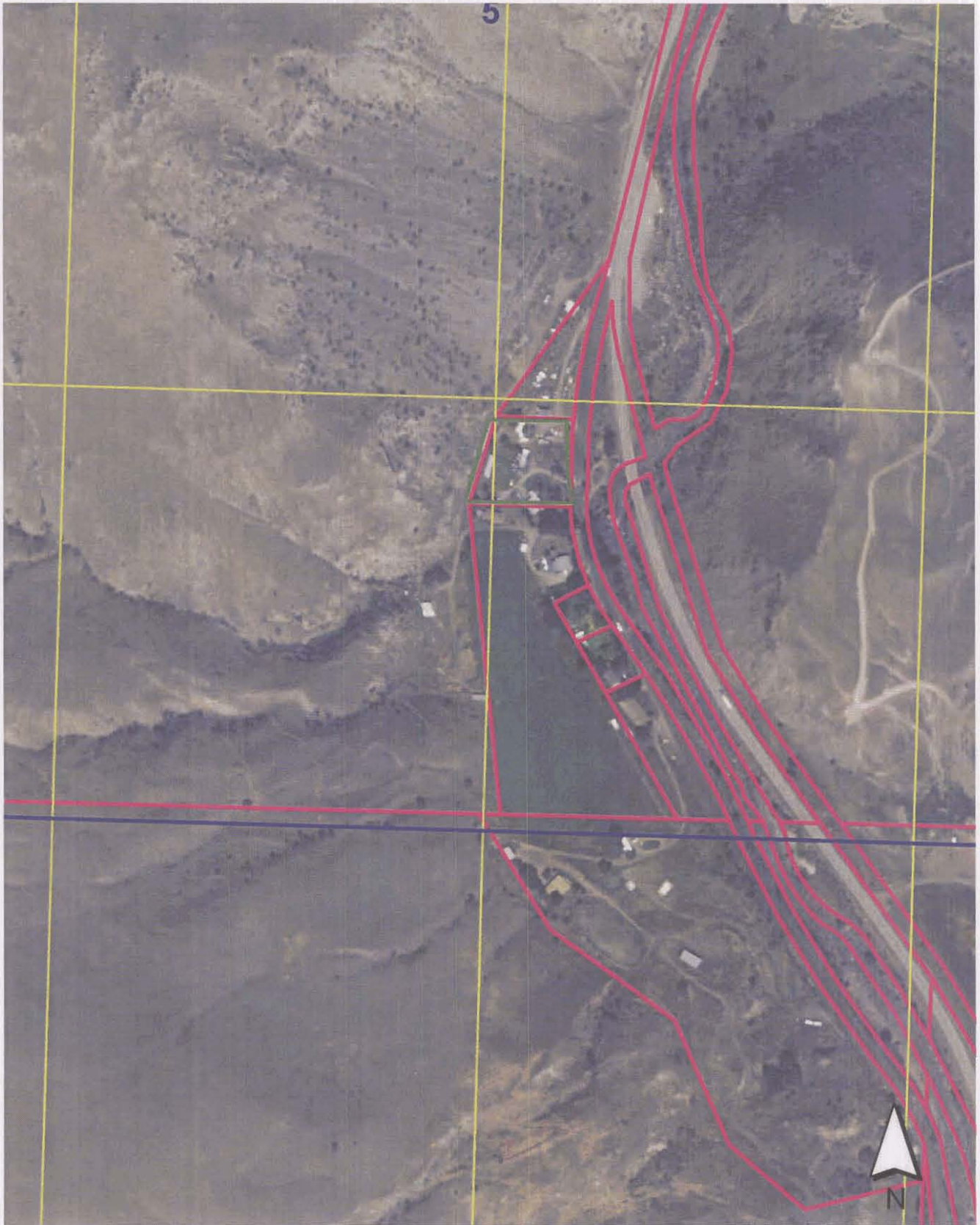
With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment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


John M. Melanson
Presiding Judge of the
Snake River Basin Adjudication



Gestrin

Metes and Bounds in Green

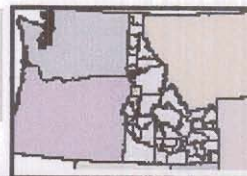


The lat/long you provided was 45° 21.455' N; 116° 21.751' W

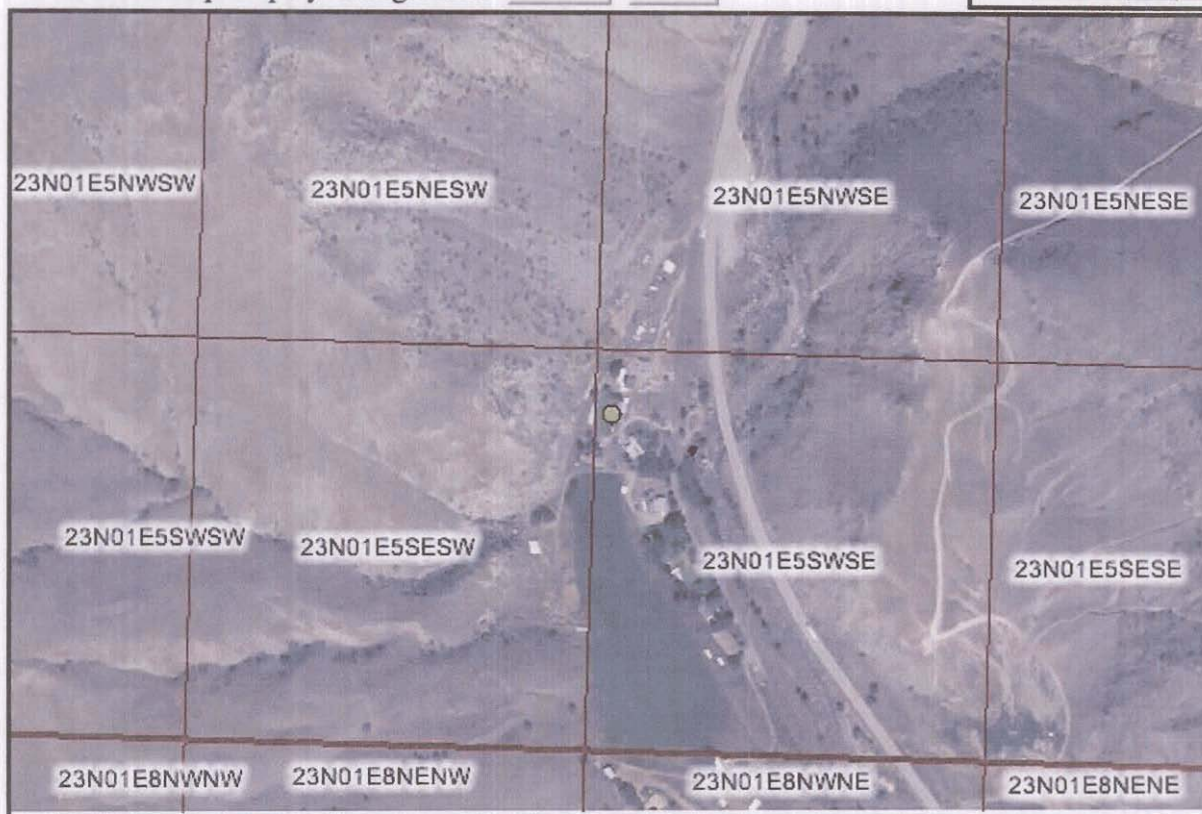
Here are the results:

SW quarter of the SE quarter of Section 5, Township 23N, Range 01E

IDTM NAD83 coordinates: Easting=2314960; Northing=1575614



Choose the map-display background: ☒ Photo ☐ Topo



Add Layer

☐ Wells

☐ Water Rights

☐ Water Right Permits

☐ Adjudication Claims

☐ Adjudication Recommendations

* Positions of wells/headgates may be based upon the center of a quarter-quarter section; those obtained by GPS or survey are accurate.