

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESAPPLICATION FOR TRANSFER OF WATER RIGHT
PART 1Name of Applicant Jimmie L. and/or Maria Elena Dowton Phone (208) 876-4264Post Office address HC 62, Box 2320, May, ID 83253

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
2. Describe the reason for the proposed changes Applicant is participating in a Custer Soil & Water Conservation District project to eliminate the "Ellis ditch" diversion from the Pahsimeroi River (known as "P-9") and the "Ellis-Cross ditch" diversions from Patterson Creek, Duck Spring and Mud Springs Creek. When the project is complete, the Ellis ditch and Ellis-Cross ditch will be abandoned and no longer used. Applicant previously participated in projects to close both the "P-11" and "Pump ditch" diversions.

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use
73-86C	02/04/1910	3.2 cfs	irrigation	04/01 to 10/31
73-86D	05/01/1900	1.6 cfs	irrigation	04/01 to 10/31
73-87	05/01/1900	7.19 cfs/0.7 ac-ft	irrigation	04/01 to 10/31
73-96A	05/10/1901	1.8 cfs	irrigation	04/01 to 10/31
73-96B	05/10/1901	1.4 cfs	irrigation	04/01 to 10/31
73-97A	04/05/1919	0.8 cfs	irrigation	04/01 to 10/31
73-10058	03/19/1964	1.5 cfs/175 ac-ft	irrigation	04/01 to 10/31

2. Total amount of water being transferred 17.49 cfs cubic feet per second and/or 175.7 acre-feet per annum.

3. Source of water Pahsimeroi River tributary to Salmon River
 _____ tributary to _____
 _____ tributary to _____

4. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion
	NE	SE	SE	17	15N	21E	Custer	diversion to pond
		SE	NW	21	15N	21E	Custer	P-8

5. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
15N	21E	17									27			36		11	39	19	132
		20	29	38	24	38	26								13.5				168.5
		21						2	40	18		34	36						130

Total Acres 430.5

PART 1

6. General Information:

- a. Description of diversion system Electric pump in the "P-8" ditch
- b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
☒ Yes ☐ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.
- c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:
Only the land described on this Part 1 will be irrigated after the transfer.
- d. Remarks:

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

And the said application is hereby _____, subject to the following conditions:

Witness my hand this _____ day of _____, 20_____.

for the Director

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01/23/2007

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 73-86C
NAME AND ADDRESS: MARIA ELENE DOWTON
HC 62 BOX 2320
MAY ID 83253
JIMMIE L DOWTON
HC 62 BOX 2320
MAY ID 83253

SOURCE: PAHSIMEROI RIVER TRIBUTARY: SALMON RIVER
QUANTITY: 3.200 CFS
PRIORITY DATE: 02/04/1910
POINT OF DIVERSION: T15N R21E S35 NWSE Within CUSTER County
PURPOSE AND PERIOD OF USE:

	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	IRRIGATION	04/01 10/31	3.200 CFS
PLACE OF USE:	IRRIGATION in CUSTER County		
	T15N R21E S17 NESW 1.00	T15N R21E S17 SESW	12.00
	T15N R21E S20 NENE 1.10	T15N R21E S20 NWNE	13.00
	T15N R21E S20 SWNE 1.10	T15N R21E S20 SENE	16.00
	T15N R21E S20 NENW 4.50	T15N R21E S20 NESE	1.00
	T15N R21E S21 SWNW 1.30	T15N R21E S21 NWSW	23.00
	T15N R21E S21 SWSW 8.90		

82.9 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 82.9 acres in a single irrigation season. Combined Right Nos.: 73-86C, 73-96B, 73-97A.

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. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

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01/23/2007

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 73-86D

NAME AND ADDRESS: JIMMIE L DOWTON
HC 62 BOX 2320
MAY ID 83253

MARIA ELENE DOWTON
HC 62 BOX 2320
MAY ID 83253

SOURCE: PAHSIMEROI RIVER

TRIBUTARY: SALMON RIVER

QUANTITY: 1.600 CFS

PRIORITY DATE: 05/01/1900

POINT OF

DIVERSION: T15N R21E S27 SESE Within CUSTER County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>			<u>PERIOD OF USE</u>		<u>QUANTITY</u>	
IRRIGATION			04/01	10/31	1.600 CFS	
<u>IRRIGATION in CUSTER County</u>						
T15N R21E S17	NESW	7.50	T15N R21E S17	SESW	11.00	
T15N R21E S17	SWSE	4.80	T15N R21E S20	NENE	12.00	
T15N R21E S20	NWNE	16.00	T15N R21E S20	SENE	5.20	
T15N R21E S20	NENW	0.10	T15N R21E S21	NWNW	1.90	
T15N R21E S21	SWNW	35.00	T15N R21E S21	SENW	19.00	
T15N R21E S21	NWSW	10.00				

122.5 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 122.5 acres in a single irrigation season. Combined Right Nos.: 73-86D, 73-96A.

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. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

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01/23/2007

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 73-87

NAME AND ADDRESS: JIMMIE L DOWTON
HC 62 BOX 2320
MAY ID 83253

MARIA ELENE DOWTON
HC 62 BOX 2320
MAY ID 83253

SOURCE: MUD SPRING CREEK
PAHSIMEROI RIVER

TRIBUTARY: PAHSIMEROI RIVER
TRIBUTARY: SALMON RIVER

QUANTITY: 7.190 CFS
0.70 AFY

The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).

PRIORITY DATE: 05/01/1900

POINT OF
DIVERSION: T15N R21E S17 NESESE Within CUSTER County
T15N R21E S21 SENW Within CUSTER County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
WILDLIFE STORAGE	01/01 12/31	0.70 AFY
AESTHETIC STORAGE	01/01 12/31	0.70 AFY
IRRIGATION	04/01 10/31	7.190 CFS

PLACE OF USE:

IRRIGATION in CUSTER County

T15N R21E S16	SWSW	4.60	T15N R21E S17	NESW	26.00
T15N R21E S17	SESW	1.90	T15N R21E S17	NWSE	17.00
T15N R21E S17	SWSE	35.00	T15N R21E S17	SESE	24.70
T15N R21E S20	NENE	25.00	T15N R21E S20	NWNE	2.60
T15N R21E S21	NENW	1.20	T15N R21E S21	NWNW	34.00
T15N R21E S21	SWNW	0.90	T15N R21E S21	SENW	2.20

WILDLIFE STORAGE in CUSTER County

T15N R21E S17 SESE

AESTHETIC STORAGE in CUSTER County

T15N R21E S17 SESE

175.1 ACRES TOTAL

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

Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

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. Section 42-1412(6), Idaho Code.

Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

This right authorizes the diversion of an annual total of 0.7 acre-foot to be used for the initial filling of the pond, for the replacement of losses caused by seepage and evaporation from the pond.

The pond established by the storage of water under this right shall not exceed a total capacity of 0.3 acre-foot or a total surface area of 0.2 acre.

Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 73.

The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

PART 2

12. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

No If yes, describe _____

E. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED (Water Right 73-87)

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount 7.19 cfs for irrigation purposes from 04/01 to 10/31
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

13. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion
		SE	NW	21	15N	21E	Custer	P-8

14. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
15N	21E	16											4.6						4.6
		17									26			1.9		17	35	24.7	104.6
		20	25	2.6															27.6
		21					1.2	34	0.9	2.2									38.3

Total Acres 175.1

F. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. amount 0.7 ac-ft for wildlife storage purposes from 01/01 to 12/31
 (cfs/ac-ft)
 amount 0.7 ac-ft for aesthetic storage purposes from 01/01 to 12/31
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

15. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion
	NE	SE	SE	17	15N	21E	Custer	

16. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
15N	21E	17																W/J	

W = Wildlife Storage J = Aesthetic Storage

Total Acres _____

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01/23/2007

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 73-96A
NAME AND ADDRESS: MARIA ELENE DOWTON
HC 62 BOX 2320
MAY ID 83253
JIMMIE L DOWTON
HC 62 BOX 2320
MAY ID 83253

SOURCE: PAHSIMEROI RIVER TRIBUTARY: SALMON RIVER
QUANTITY: 1.800 CFS
PRIORITY DATE: 05/10/1901
POINT OF DIVERSION: T15N R21E S27 SESE Within CUSTER County
PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	04/01 10/31	1.800 CFS
PLACE OF USE: <u>IRRIGATION in CUSTER County</u>		
T15N R21E S17 NESW 7.50	T15N R21E S17 SESW	11.00
T15N R21E S17 SWSE 4.80	T15N R21E S20 NENE	12.00
T15N R21E S20 NWNE 16.00	T15N R21E S20 SENE	5.20
T15N R21E S20 NENW 0.10	T15N R21E S21 NWNW	1.90
T15N R21E S21 SWNW 35.00	T15N R21E S21 SENW	19.00
T15N R21E S21 NWSW 10.00		

122.5 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 122.5 acres in a single irrigation season. Combined Right Nos.: 73-86D, 73-96A.

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. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

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01/23/2007

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 73-96B
NAME AND ADDRESS: MARIA ELENE DOWTON
HC 62 BOX 2320
MAY ID 83253
JIMMIE L DOWTON
HC 62 BOX 2320
MAY ID 83253

SOURCE: PAHSIMEROI RIVER TRIBUTARY: SALMON RIVER
QUANTITY: 1.400 CFS
PRIORITY DATE: 05/10/1901
POINT OF DIVERSION: T15N R21E S35 NWSE Within CUSTER County
PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	04/01 10/31	1.400 CFS
PLACE OF USE: IRRIGATION in CUSTER County		
T15N R21E S17 NESW 1.00	T15N R21E S17	SESW 12.00
T15N R21E S20 NENE 1.10	T15N R21E S20	NWNE 13.00
T15N R21E S20 SWNE 1.10	T15N R21E S20	SENE 16.00
T15N R21E S20 NENW 4.50	T15N R21E S20	NESE 1.00
T15N R21E S21 SWNW 1.30	T15N R21E S21	NWSW 23.00
T15N R21E S21 SWSW 8.90		

82.9 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 82.9 acres in a single irrigation season. Combined Right Nos.: 73-86C, 73-96B, 73-97A.

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. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

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01/23/2007

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 73-97A

NAME AND ADDRESS: JIMMIE L DOWTON
HC 62 BOX 2320
MAY ID 83253

MARIA ELENE DOWTON
HC 62 BOX 2320
MAY ID 83253

SOURCE: PAHSIMEROI RIVER

TRIBUTARY: SALMON RIVER

QUANTITY: 0.800 CFS

PRIORITY DATE: 04/05/1919

POINT OF

DIVERSION: T15N R21E S35 NWSE Within CUSTER County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

04/01 10/31

0.800 CFS

PLACE OF USE: IRRIGATION in CUSTER County

T15N R21E S17	NESW	1.00	T15N R21E S17	SESW	12.00
T15N R21E S20	NENE	1.10	T15N R21E S20	NWNE	13.00
T15N R21E S20	SWNE	1.10	T15N R21E S20	SENE	16.00
T15N R21E S20	NENW	4.50	T15N R21E S20	NESE	1.00
T15N R21E S21	SWNW	1.30	T15N R21E S21	NWSW	23.00
T15N R21E S21	SWSW	8.90			

82.9 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 82.9 acres in a single irrigation season. Combined Right Nos.: 73-86C, 73-96B, 73-97A.

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. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

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01/23/2007

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 73-10058

NAME AND ADDRESS: JIMMIE L DOWTON
HC 62 BOX 2320
MAY ID 83253

MARIA ELENE DOWTON
HC 62 BOX 2320
MAY ID 83253

SOURCE: PAHSIMEROI RIVER

TRIBUTARY: SALMON RIVER

QUANTITY: 1.500 CFS
175.00 AFY

PRIORITY DATE: 03/19/1964

POINT OF
DIVERSION: T15N R21E S27 NENW Within CUSTER County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	1.500 CFS 175.00 AFY

PLACE OF USE: IRRIGATION in CUSTER County

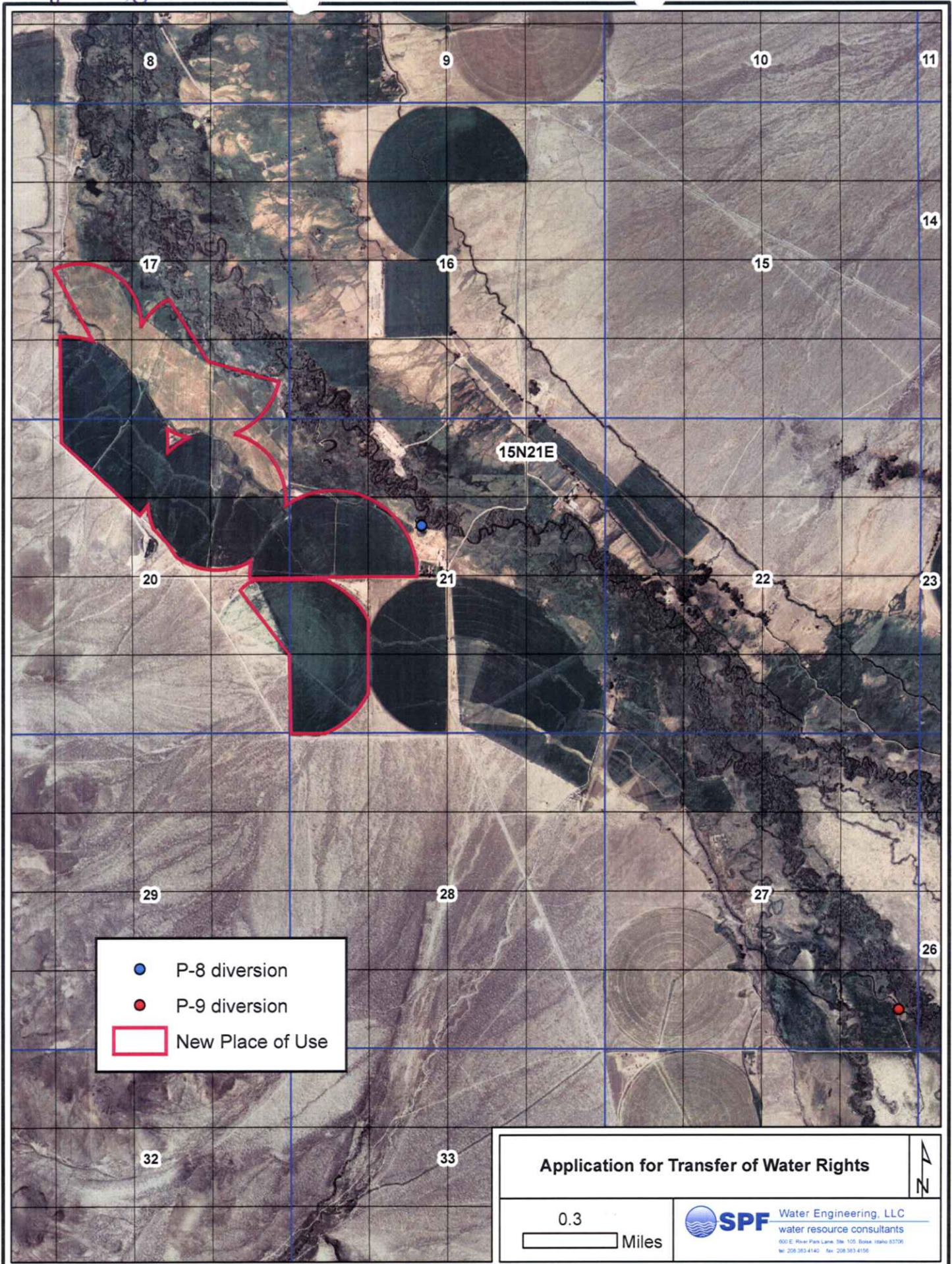
T15N R21E S17	SESW	4.00	T15N R21E S20	NWNE	5.00
T15N R21E S20	SWNE	5.00	T15N R21E S20	SENE	6.50
T15N R21E S20	NENW	5.00	T15N R21E S20	NESE	5.00
T15N R21E S21	NWSW	4.50	T15N R21E S21	SWSW	15.00

50 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. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - License



PART 3

Transfer No. 73707

B. CHANGES IN NATURE OF USE

1.	New Nature of Use	Amount(cfs/af-ft)	Hours/days/year	Period of Use
				to
				to

Quantity and quality of return flows and location of discharge: _____

2. Describe effects on other water uses resulting from the proposed change:

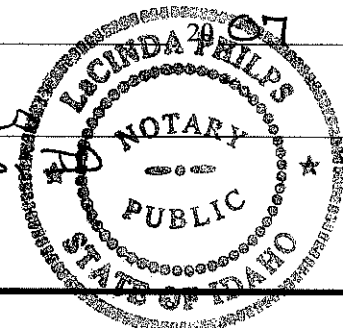
I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.

Jimmie L. Downton - Maria Elena Downton
(Signature of Applicant)

Subscribed and sworn to before me this 5th day of April

Lacinda Phelps
(Notary Public) Challis



My commission expires 3-19-13

FOR DEPARTMENT USE ONLY

Transfer contains 13 pages and _____ attachments

Received by SC Date 4-19-07 Protest filed by _____

Prelim. Check by _____ Fee \$93000

Receipted by SC Date 4-19-07 E632801 and E025635

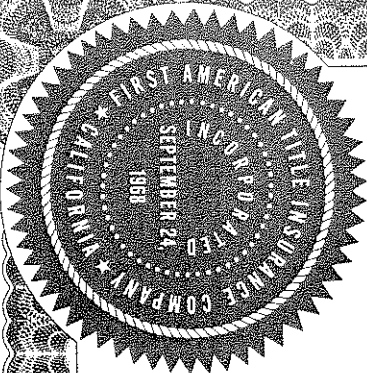
Published in Challis Messenger Copies of protest forwarded by _____

Pub. Dates _____ Hearing held by _____ Date _____

Watermaster recommendations requested on _____ Recommended for ☐ approval ☐ denial

_____ received _____ by _____

Copy of transfer sent to lien holder _____



POLICY OF TITLE INSURANCE

First American Title Insurance Company



ATTACHMENT T 73767
- 1 OF 12

Form No. 1402.92
(10/17/92)
ALTA Owner's Policy



POLICY OF TITLE INSURANCE



ISSUED BY

First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.



Custer County Title, Inc.
8th & Main
P.O. Box 370
Challis, ID 83226
(208) 879-4424
Fax: (208) 879-5249
Agent For:

First American Title Insurance Company

First American Title Insurance Company

BY

Parker S. Kennedy

PRESIDENT

J 950056

ATTEST

COUNTERSIGNED BY:

Mark R. Amery
Latay Kim

T 73707
ATTACHMENT 2 OF 12

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 which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
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; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule (A), and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A), nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "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 Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given

by this policy which 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. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, 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 proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which 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 records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which 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 other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

6. 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 expenses incurred by the insured claimant, which authorized by the Company, up to the time of payment tender of payment and which the Company is obligated pay.

Upon the exercise by the Company of this option liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue

for any loss or damage caused thereby.

(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 therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any 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 the insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the Amount of Insurance under this policy shall be reduced by any amount the Company may pay 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 hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

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ATTACHMENT 3 OF 12

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estate or interest. 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 indebtedness 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 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, 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 adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter 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 and 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 which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, 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 hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

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

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company 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 any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest 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.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against

(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, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which 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 which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (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.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

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 and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the Amount of Insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or (ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule (A)(C) consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the Amount of Insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy as shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or remove alleged defect, lien or encumbrance, or cures the lack right of access to or from the land, or cures the claim unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the conclusion of any appeals therefrom, it shall have fully performed obligations with respect to that matter and shall not be liable

the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. 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 or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. 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 of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 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 \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto 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, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY.

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

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ATTACHMENT 4 OF 12
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SCHEDULE A

Order No. 10726

Policy No. J 950056

Amount of Insurance: \$1,542.50

Premium \$450,000.00

Date of Policy: September 27, 2002 10 :25 A.M.

1. Name of Insured:

JIMMIE LEE DOWTON, also known as JIMMIE L. DOWTON AND MARIA ELENA DOWTON,
also known as MARIA E. DOWTON, husband and wife

2. The estate or interest in the land which is covered by this policy is:

A FEE SIMPLE

3. Title to the estate or interest in the land is vested in:

JIMMIE LEE DOWTON, also known as JIMMIE L. DOWTON AND MARIA ELENA DOWTON,
also known as MARIA E. DOWTON, husband and wife

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

See attached Schedule C

SCHEDULE B

Order No. 10726

Policy No. J 950056

EXCEPTIONS FROM COVERAGE

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

PART I SECTION 1

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; © water rights, claims or title to water whether or not the matters excepted under (a), (b), or © are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. General taxes for the year 2002, which are a lien, payable on or before December 20 of said year.
8. Any adverse claim based on the assertion that the location of the Pahsimeroi River has moved.
9. Any rights, interest or easements in favor of the public which exist or are claimed to exist over any part of land covered by water.

SCHEDULE B - Continued

Order No. 10726

Policy No. J 950056

10. Easement Agreement dated January 24, 1958, from S.M. Dowton and Clara E. Dowton, husband and wife, "Grantors," to the State of Idaho Department of Fish and Game, "Grantees," for the construction, operation, maintenance, alteration, renewal and removal of self cleaning fish screens and fish bypass, recorded June 19, 1959, in Book 33, Deeds, Page 54, records of Custer County, Idaho.
11. Easement Agreement dated April 3, 1959, from S.M. Dowton and Clara E. Dowton, husband and wife, and Milla Hamilton, "Grantors," to the State of Idaho Department of Fish and Game, "Grantees," for the construction, operation, maintenance, alteration, renewal and removal of self cleaning fish screens and fish bypass, recorded June 19, 1959, in Book 33, Deeds, Page 56, records of Custer County, Idaho.
12. Oil and Gas Lease dated February 15, 1978, by and between Jimmie L. Dowton and Maria Elena Dowton, husband and wife, and Robert D. St. John, recorded April 20, 1978, as Instrument No. 146489, re-recorded April 20, 1978, as Instrument No. 146610. Assignment dated February 21, 1979, recorded March 13, 1979, as Instrument No. 149742. Assignment dated February 21, 1979, recorded October 24, 1979, all records of Custer County, Idaho.
13. Irrigation Contract dated May 10, 1989, by and between Jimmie or Maria Dowton, and Salmon River Electric Cooperative, Inc., recorded May 12, 1989, as Instrument No. 191730, records of Custer County, Idaho.
14. Overhead Powerline Easement dated March 22, 2000, from Jimmie L. Dowton and Maria E. Dowton, husband and wife, to Salmon River Electric Cooperative, Inc., recorded May 10, 2000, as instrument No. 220964, records of Custer County, Idaho.
15. Memorandum Agreement dated March 22, 2000, by and between Salmon River Electric Cooperative, Inc., and Jimmie L. Dowton and Maria E. Dowton, husband and wife, recorded May 10, 2000, as instrument No. 220965, records of Custer County, Idaho.
16. Mineral Reservations contained in the Deed dated December 18, 1919, from Public School Land, State of Idaho, to Samuel T. Atkinson, recorded March 9, 1943, in Book 26, Page 61, records of Custer County, Idaho.

ATTACHMENT T 73707
7 OF 12

SCHEDULE B - Continued

Order No. 10726

Policy No. J 950056

17. Mortgage and Fixture Filing to secure an original indebtedness of \$368,000.00, and any other amounts and/or obligations secured thereby.
Recorded: September 27, 2002 Instrument No. 225671
Mortgagor: Jimmie Lee Dowton (a/k/a Jimmie L. Dowton) and Maria Elena Dowton, husband and wife
Mortgagee: Zions First National Bank

Assigned to U.S. Bank National Association, as Custodian/Trustee, by instrument recorded September 27, 2002, as Instrument No. 225672.

SCHEDULE C

Order No. 10726

Policy No. J 950056

The land referred to in this policy is situated in the State of Idaho, County of Custer and is described as follows:

Township 15 North, Range 21 East, Boise Meridian, Custer County, Idaho

Section 16: SW $\frac{1}{4}$ SW $\frac{1}{4}$ Lying South and West of the Pahsimeroi River

Section 17: E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, and the SE $\frac{1}{4}$ SE $\frac{1}{4}$ Lying South and West of the Pahsimeroi River

Section 20: NE $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 21: NW $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, Lying South and West of the Pahsimeroi River, NW $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, that portion of the NE $\frac{1}{2}$ NW $\frac{1}{4}$ described as follows:

Beginning at the Southwest corner of the said NE $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 21, run thence North 0°03' West, 1005.0 feet to a point in the center of the Pahsimeroi River; thence meandering the center of the Pahsimeroi River in the Southerly direction as follows; South 37°00' East, 128.0 feet; South 3°38' West, 209.0 feet; South 23°47' East 292.0 feet; South 1°26' East, 172.0 feet; South 36°07" West, 146.0 feet; South 39°28" East, 89.0 feet; North 42°21' East, 209.0 feet; North 86°02' East, 330.0 feet; thence North 20°13' West, 20.0 feet to a point on the Northeasterly bank of the Pahsimeroi River; thence North 71°15' East, 166.6 feet; thence South 29°14' East, 362.6 feet to a point on the South boundary of the NE $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 21; thence South 89°53' West along South boundary 953.4 feet to the POINT OF BEGINNING.

251704

225485

Custer County Reg. of

CCT

Time 10:30 A M Date 8-28-2002

Ethel M. Peck, Clerk

Deputy

**CORRECTION
GRANT DEED**

FOR VALUE RECEIVED, Jimmie Lee Dowton, As Personal Representative of the Estate of Clara E. Dowton, deceased, with the Estate pending in the Seventh Judicial District of the State of Idaho, in and for the County of Lemhi, Case No. SP00-60, hereinafter called "Grantor," does hereby grant, bargain, confirm, and convey unto, Jimmie Lee Dowton, also known as Jimmie L. Dowton, individually, of HC 62 Box 2320, May, Idaho, and his successors, heirs, personal representatives, and assigns forever, hereinafter called "Grantee", the undivided one-half interest of Clara E. Dowton in and to the following described real property in Lemhi and Custer Counties, Idaho, to-wit:

Twp. 15 N., Rge. 21 E., Boise Meridian:

Sec. 16: SW $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$

Sec. 17: E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$

Sec. 20: N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$
120 acres approved by B.L.M.; NE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$

Sec. 21: NW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$
6.7 acres: NE $\frac{1}{4}$ NW $\frac{1}{4}$, (South of Pahsimeroi River)

Together with all water and water rights, ditch and ditch rights, improvements and range privileges used in connection therewith

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining.

THIS CORRECTION GRANT DEED is given to correct an error in the description on Section 17 on that Grant Deed dated December 19, 2001 and recorded on December 21, 2001 as Instrument No. 0224093, records of Custer County, Idaho and recorded on December 31, 2001 as Instrument No. 249247, records of Lemhi County, Idaho.

DATED This 13 day of August, 2002.

Jimmie Lee Dowton
Jimmie Lee Dowton, as Personal Representative
of the Estate of Clara E. Dowton

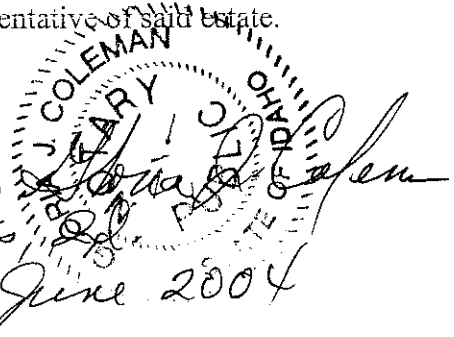
Acknowledgment by Personal Representative

STATE OF IDAHO)

County of Lemhi)
SS. v

On this 13 day of August, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared **Jimmie Lee Dowton**, known to me to be the person whose name is subscribed to the within instrument as the Personal Representative of the Estate of Clara E. Dowton and acknowledged to me that he executed the same as such Personal Representative of said estate.

Notary Public for Idaho
Residing at Ellis
Commission Expires: June 2004



State of Idaho) 251704
County of Lemhi) SS No.

This instrument was filed for record at the request
of Lemhi Witte
at 9:40 o'clock A m 9/4 2002
and duly filed and indexed in the records of Lemhi
County

Terri J. Morton
Ex-Officio Recorder

By Sandra Dowton Deputy
Fee 6.00

Return to LT

(Optional)

Recorded ☐
 Microfilmed ☐
 Indexed ☐

Platted ☐
 Deed Card ☐
 Compared ☐

Key Punched ☐
 Master File ☐
 Abstracted ☐

To Treasurer ☐
☐

(DO NOT WRITE ABOVE THIS LINE)

WARRANTY DEED

S. M. DOWTON and CLARA E. DOWTON, husband and wife,
 of Salmon County of Lemhi GRANTOR(S)
 hereby CONVEYS, GRANTS and WARRANTS TO State of Idaho
 JIMMIE L. DOWTON and MARIA ELENA DOWTON, husband and wife, GRANTEE(S)
 of May County of Lemhi State of Idaho
 for the sum of FOUR HUNDRED FIFTY THOUSAND & NO/100- - - Dollars (\$450,000.00)
 the following described tract(s) of land in Lemhi and Custer County, State of Idaho:

$E\frac{1}{2}SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$, S. 17;
 $N\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$, S. 20, T. 15 N., R. 21, E.B.M.;
 $NW\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$, S. 21, T. 15 N., R. 21,
 E.B.M.;
 120 acres approved by B.L.M.: $NE\frac{1}{4}NW\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$,
 S. 20, T. 15 N., R. 21, E.B.M.;
 6.7 acres: $NE\frac{1}{4}NW\frac{1}{4}$, S. 21, T. 15 N., R. 21, E.B.M.,
 (South of Pahsimeroi River); $SW\frac{1}{4}SW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, S. 16, T. 15
 N., R. 21, E.B.M.

Together with all water and water rights, ditch and ditch
 rights, improvements and range privileges used in connection
 therewith.

251733

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 Custer County Reg. of CC T
 Time 2:50 P M Date 9-3 2002
 Ethel M. Peck, Clerk
Lina Laughlin \$ 3.00
 Deputy

State of Idaho) SS No. _____
 County of Lemhi)
 This instrument was filed for record at the request
 of Lemhi Title
 at 1:45 o'clock P m 9-6 2002
 and duly filmed and indexed in the records of Lemhi
 County Terri J. Morton
 Ex-Officio Recorder
 By Jana Page Deputy
 For 3.00
 Return to Lemhi Title

Location of above described property _____
 House No. _____ Street _____
 WITNESS the hand of said Grantors this 7th day of April, A.D. 1902

S. M. Dowton
Clara E. Dowton

(NOTARY SEAL)

State of Idaho } ss. On the 2nd day of May A.D. 1975
 County of Lemhi }

personally appeared before me S. M. Dowton and Clara E. Dowton,
 husband and wife,

the signer(s) of the within instrument, who duly acknowledged to me that they
 executed the same.

[Signature]
 (NOTARY PUBLIC)

Residing at: Salmon, Idaho

My Commission expires: 11-1-75

MAIL DEED TO:

MAIL TAX NOTICE TO:

Name _____

Address _____

City & State _____

T 73707
 ATTACHMENT 12 OF 12