

DE ✓

RECEIVED
FEB - 2 2005
Department of Water Resources

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case 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 85-11338					
PD 85-10753					

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)

Estate of Vera T. Martin and A. Owen Martin

4. New Owner/Claimant(s)

Richard & R. Jean Newmy
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

9103 Lyle St.

City, State and ZIP Code

Boise Idaho 83709

New Telephone Number

(208) 362-9580

5. Date you acquired the property

June 2004

SUPPORT DATA

IN FILE # 85-10753

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)

Richard Shovotzky 2/02/05

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 <i>PM</i>	Date <i>2-2-05</i>	Fec <i>75⁰⁰</i>	
Received by <i>PM</i>	Date <i>2-2-05</i>	Receipt No. <i>C076633</i>	
Processed by _____	Date _____	WR _____	Date _____

WARRANTY DEED

GRANTOR, Estate of Vera T. Martin and A. Owen Martin, a widower, of 8611 S.W. 41st Avenue, Portland, OR 97219, for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to RICHARD L. NOVOTNY and R. JEAN NOVOTNY, husband and wife, of 9103 Lyle, St., Boise, ID 83709, as GRANTEE, and to grantee's heirs and assigns forever, all of the following described real estate located in the County of Idaho, State of Idaho, to wit:

Parcel I:

Township 31 North, Range 2 East, Boise Meridian, Idaho County, Idaho Section 6: W $\frac{1}{2}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, and the East 297 feet of Government Lots 6 and 7.

Parcel II.

Township 31 North, Range 1 East, Boise Meridian, Idaho County, Idaho Section 1: N $\frac{1}{2}$ SE $\frac{1}{4}$

Township 31 North, Range 2 East, Boise Meridian, Idaho County, Idaho Section 6: Government Lots 6 and 7, EXCEPTING THEREFROM the East 297 feet thereof.

TOGETHER with all improvements, water, water rights, ditches, ditch rights, easements, hereditaments and appurtenances thereto.

Subject to:

1. General taxes for the year 2004, which are a lien, not yet due and payable.

2. Subject to the County Road as the same now exists. (As to Parcel I)

3. Notice of Lease Agreement, including the terms and conditions thereof, by and between A. OWEN MARTIN and VERA T. MARTIN, husband and wife, and CLIFF TACKE and SUE TACKE, husband nad wife, recorded September 11, 1991, under Instrument No. 360208; A Subordination Agreement which states that this instrument was made subordinate to a Mortgage recorded April 2, 2001, under Instrument No. 0416195, said agreement was recorded April 2, 2001, under Instrument No. 0416196; all records of Idaho County, Idaho. (As to Parcel I)

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees that they are the owners in fee simple of said premises; that they are free from all

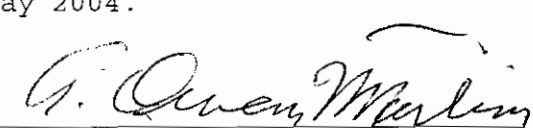
1 encumbrances, and that they will warrant and defend the same from all
2 lawful claims whatsoever, except general taxes for the year 2004, and
3 easements, reservations, restrictions and rights-of-way of record or in
4 use.

5 Except as otherwise expressly provided in this instrument, GRANTORS,
6 hereby declare pursuant to Title 5, Chapter 2 of the Idaho Code, that in
7 the event GRANTORS shall have permitted or suffered at any time prior to
8 the making of this instrument, any person or entity to possess, use or
9 occupy the above-described premises, or any portion thereof, for any
10 purpose, with or without the knowledge of GRANTORS, it was not the intent
11 of GRANTORS, by permitting or suffering such possession, use or
12 occupation, to thereby define property boundaries or ownership thereof.

13 In construing this deed, and where the context so requires, the
14 singular includes the plural and the masculine, the feminine and the
15 neuter.

16 IN WITNESS WHEREOF, Grantors have hereunto subscribed their names to
17 this instrument this 26th day of May 2004.

18 
19 ESTATE OF VERA T. MARTIN
20 By: BRUCE OWEN MARTIN
21 Personal Representative

22 
23 A. OWEN MARTIN

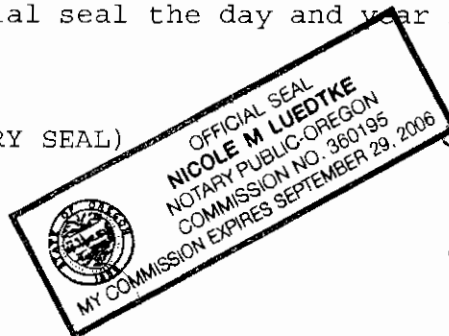
24 STATE OF Oregon)
25 ss.
26 County of Washington)

27 On this 26th day of May 2004, before me,
28 Nicole m Luedtke, a Notary for the said County and State,
personally appeared Bruce Owen Martin, Personal Representative for the
Estate of VERA T. MARTIN, known or identified to me to be the person
whose name is subscribed to the within instrument, and he acknowledged to
me that he freely executed the same.



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

3
4 (NOTARY SEAL)



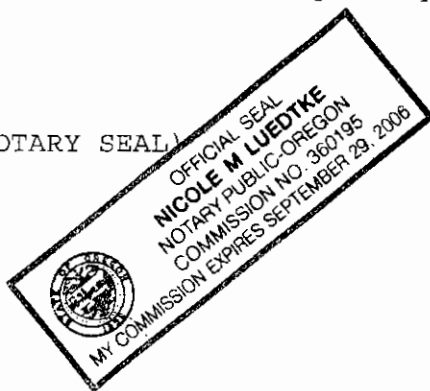
Nicole M Luedtke
Notary Public for State of Oregon
Residing at Portland, therein.
My commission expires on: Sep 29, 2006

5
6
7
8 STATE OF Oregon)
County of Washington) ss.

9 On this 20th day of May 2004, before me,
10 Nicole M Luedtke, a Notary Public, personally appeared A. OWEN
11 MARTIN, known or identified to me to be the person whose name is
12 subscribed to the within instrument, and he acknowledged to me that he
13 freely executed the same.

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

16
17
18 (NOTARY SEAL)



Nicole M Luedtke
Notary Public for State of Oregon
Residing at Portland, therein.
My commission expires on
Sep. 29, 2004

22
23
24
25
26
27
28 WARRANTY DEED

3

STATE of IDAHO	
County of Idaho	
Recorded at request of <u>IDAHO COUNTY TITLE CO.</u>	
at <u>4:25 Pm</u> on <u>6-1-04</u>	
ROSE E. GEHRING	
By <u>Bewman</u>	Recorder
Fees \$ <u>9.00</u>	Deputy

m/p4
ja fen

OWNER'S POLICY OF TITLE INSURANCE

Issued by **Commonwealth Land Title Insurance Company**



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

POLICY NUMBER

A60-0768454

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Pennsylvania 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.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest:

Wm. Chadwick Perrine

Secretary



By:

Janet A. Alpert

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 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:
(a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
(b) 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:
(i) to timely record the instrument of transfer; or
(ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

Issued with Policy No. G32-1956219

SCHEDULE A

Amount of Insurance: \$370,000.00

Policy No. A60-0768454

Premium: \$1,362.50

File No. 17692

Date of Policy: June 1, 2004 @ 4:25 P.M.

1. Name of Insured: RICHARD L. NOVOTNY and R. JEAN NOVOTNY

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:

PARCEL I & II: RICHARD L. NOVOTNY and R. JEAN NOVOTNY, 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:

Parcel I:

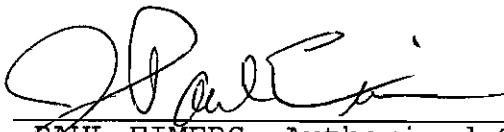
Township 31 North, Range 2 East, Boise Meridian, Idaho County, Idaho
Section 6: $W\frac{1}{2}SE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, and the East 297 feet of Government Lots 6
and 7.

Parcel II:

Township 31 North, Range 1 East, Boise Meridian, Idaho County, Idaho
Section 1: $N\frac{1}{2}SE\frac{1}{4}$

Township 31 North, Range 2 East, Boise Meridian, Idaho County, Idaho
Section 6: Government Lots 6 and 7, EXCEPTING THEREFROM the East 297
feet thereof.

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. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey of the land would disclose, and which are 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.

SPECIAL EXCEPTIONS

8. General taxes for the year 2004, which are a lien, not yet due and payable.
9. Financing Statements, Seed and Farm Laborer's Liens against crops which may be filed in the office of the Secretary of State.
10. Subject to the county road as the same now exists. **(As to Parcel I)**
11. Notice of Lease Agreement, including the terms and conditions thereof, by and between A. OWEN MARTIN and VERA T. MARTIN, husband and wife, and CLIFF TACKE and SUE TACKE, husband and wife, recorded September 11, 1991, under Instrument No. 360208; A Subordination Agreement which states that this instrument was made subordinate to a Mortgage, recorded June 1, 2004, under Instrument No. 435620, said agreement was recorded June 1, 2004, under Instrument No. 435621; all records of Idaho County, Idaho. **(As to Parcel I)**

continued...

SCHEDULE B SPECIAL EXCEPTIONS CONTINUED

12. Mortgage to secure an indebtedness of the amount herein stated and any other obligations secured thereby, records of Idaho County, Idaho,
Amount: \$215,000.00
Dated: June 1, 2004
Recorded: June 1, 2004
Instrument No.: 435620
Mortgagor: RICHARD L. NOVOTNY and ROBERTA J. NOVOTNY, a/k/a R. JEAN NOVOTNY, husband and wife
Mortgagee: FIRSTBANK NORTHWEST

END OF SCHEDULE B

tf

CONDITIONS AND STIPULATIONS
(Continued)

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 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 and 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 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 unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable 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.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, 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.

17. NOTICES WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to: Consumer Affairs Department, P.O. Box 27567, Richmond, Virginia 23261-7567.

06/27/2007 11:14 2083343741

PARKS & REC

PAGE 02/00

435619

WARRANTY DEED

GRANTOR, Estate of Vera T. Martin and A. Owen Martin, a widower, of 8611 S.W. 41st Avenue, Portland, OR 97219, for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to RICHARD L. NOVOTNY and R. JEAN NOVOTNY, husband and wife, of 9103 Lyle, St., Boise, ID 83709, as GRANTEE, and to grantee's heirs and assigns forever, all of the following described real estate located in the County of Idaho, State of Idaho, to wit:

Parcel I:

Township 31 North, Range 2 East, Boise Meridian, Idaho County, Idaho Section 6: W½SE¼, E½SW¼, and the East 297 feet of Government Lots 6 and 7.

Parcel II.

Township 31 North, Range 1 East, Boise Meridian, Idaho County, Idaho Section 1: N½SE¼

Township 31 North, Range 2 East, Boise Meridian, Idaho County, Idaho Section 6: Government Lots 6 and 7, EXCEPTING THEREFROM the East 297 feet thereof.

TOGETHER with all improvements, water, water rights, ditches, ditch rights, easements, hereditaments and appurtenances thereto.

Subject to:

1. General taxes for the year 2004, which are a lien, not yet due and payable.
2. Subject to the County Road as the same now exists. (As to Parcel I)
3. Notice of Lease Agreement, including the terms and conditions thereof, by and between A. OWEN MARTIN and VERA T. MARTIN, husband and wife, and CLIFF TACKE and SUE TACKE, husband and wife, recorded September 11, 1991, under Instrument No. 360208; A Subordination Agreement which states that this instrument was made subordinate to a Mortgage recorded April 2, 2001, under Instrument No. 0416195, said agreement was recorded April 2, 2001, under Instrument No. 0416196; all records of Idaho County, Idaho. (As to Parcel I)

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees that they are the owners in fee simple of said premises; that they are free from all

WARRANTY DEED

1

06/27/2007 11:14 2083343741

PARKS & REC

PAGE 03/00

encumbrances, and that they will warrant and defend the same from all lawful claims whatsoever, except general taxes for the year 2004, and easements, reservations, restrictions and rights-of-way of record or in use.

Except as otherwise expressly provided in this instrument, GRANTORS, hereby declare pursuant to Title 5, Chapter 2 of the Idaho Code, that in the event GRANTORS shall have permitted or suffered at any time prior to the making of this instrument, any person or entity to possess, use or occupy the above-described premises, or any portion thereof, for any purpose, with or without the knowledge of GRANTORS, it was not the intent of GRANTORS, by permitting or suffering such possession, use or occupation, to thereby define property boundaries or ownership thereof.

In construing this deed, and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, Grantors have hereunto subscribed their names to this instrument this 26th day of May 2004.

B. Owen Martin
ESTATE OF VERA T. MARTIN
By: BRUCE OWEN MARTIN
Personal Representative

A. Owen Martin
A. OWEN MARTIN

STATE OF Oregon)
ss.
County of Washington)

On this 26th day of May 2004, before me, Nicole M. Luedtke, a Notary for the said County and State, personally appeared Bruce Owen Martin, Personal Representative for the Estate of VERA T. MARTIN, known or identified to me to be the person whose name is subscribed to the within instrument, and he acknowledged to me that he freely executed the same.

WARRANTY DEED

2

gn *lea*

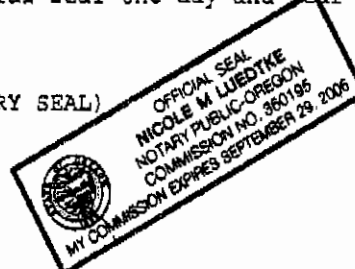
06/27/2007 11:14 2083343741

PARKS & REC

PAGE 04/00

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

(NOTARY SEAL)



Nicole M. Luedtke
 Notary Public for State of Oregon
 Residing at Portland, therein.
 My commission expires on: Sep 29, 2006
Nicole M. Luedtke

3
 4
 5
 6
 7
 8 STATE OF Oregon ss.
 9 County of Washington

10 On this 20th day of May 2004, before me,
 11 Nicole M. Luedtke, a Notary Public, personally appeared A. OWEN
 12 MARTIN, known or identified to me to be the person whose name is
 13 subscribed to the within instrument, and he acknowledged to me that he
 14 freely executed the same.

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

(NOTARY SEAL)



Nicole M. Luedtke
 Notary Public for State of Oregon
 Residing at Portland, therein.
 My commission expires on
Sep. 29, 2006

WARRANTY DEED

STATE OF IDAHO	
County of Idaho	
Recorded at request of	
IDAHO COUNTY TITLE CO.	
at 4:25 P.m.	on 6-1-04
ROSE E. GEHRING	
By <u>Rose E. Gehring</u>	Recorder
Fees \$ <u>9.00</u>	Deputy

m/p4
 Jn Low

06/27/2007 11:14

2083343741

PARKS & REC

PAGE 05/070

MAKE CHECK PAYABLE TO:
 SHARON A COX
 IDAHO COUNTY TREAS. TAX COLL
 320 WEST MAIN, ROOM 2
 GRANGEVILLE, ID 83530-1994

BILL# 15422
 CODE AREA 51-0000

PARCEL NUMBER
 RP31ND2E064810A
 88.430

L

TOT MV 88.430

TAX 292.04 TAX 292.04 FULL DUE 584.08
 LATE LATE
 INT INT
 COST COST

TOT

2006 TAX BILL/RECEIPT

NOVOTNY RICHARD L
 & NOVOTNY R JEAN
 9103 LYLE STREET
 BOISE ID 83709

Martin Farm
South 320A

T31N R2E SEC 6 176.50 AC
 E 297' LOTS 6, 7, E2SW4,
 W2SE4 LESS ROAD

TAXING DISTRICT RATE

STATE .000000000 224.70
 COUNTY .002541104
 SCHOOL #241 .000000000
 #241 M & O .000000000
 #241 BOND .000000000
 #241 SUPPLEMENTAL .001215145 107.46
 #241 OTHER .001326461 117.30
 C*TNWD HWY .000532937 47.12
 C*WOOD CEM .000245880 21.74
 C*TWOOD FIRE .000356759 31.54
 SYRINGA HDSP .000386974 34.22
 AMOUNT DUE .006605260 584.08

IMPORTANT
 PLEASE READ BOTH FRONT AND BACK
 MONTHLY PAYMENTS ARE ACCEPTED

CALL FOR MONTHLY PAYMENT ARRANGEMENTS
 TO AVOID LATE CHARGES, PAYMENTS MUST BE
 RECEIVED OR POSTMARKED BY THE DUE DATE.

THERE WILL BE \$15 CHARGED FOR NSF CHECKS
 QUESTIONS? 208-983-2801

06/27/2007 11:14

2083343741

PARKS & REC

PAGE 06/07

MAKE CHECK PAYABLE TO:		BILL# 14798		PARCEL NUMBER
SHARON A COX		IDAH0 COUNTY TREAS. TAX COLL		RP31N01E017210A
320 WEST MAIN, ROOM 2		CODE AREA 51-0000		L 45.610
GRANGEVILLE, ID 83530-1994		FULL DUE		TOT MV 45.610
1ST HALF DUE	2ND HALF DUE	J01-22		
TAX 150.61	TAX 150.61			
LATE	LATE			
INT	INT			
COST	COST			
TOT	TOT			

2006 TAX BILL/RECEIPT

NOVOTNY RICHARD L
 6 NOVOTNY R JEAN
 9103 LYLE STREET
 BOISE ID 83709

T31N R1E SEC 1 80.00 AC
 N2SE4

TAXING DISTRICT	RATE
STATE	.000000000
COUNTY	.002541104
SCHOOL #241	.000000000
#241 M & O	.000000000
#241 BOND	.000000000
#241 SUPPLEMENTAL	.001215145
#241 OTHER	.001326461
C-TNWD HWY	.000532937
C-WOOD CEM	.000245880
C-TWOOD FIRE	.000356759
SYRINGA HOSP	.000386974
AMOUNT DUE	301.22

*** IMPORTANT ***
 PLEASE READ BOTH FRONT AND BACK
 *** MONTHLY PAYMENTS ARE ACCEPTED ***

CALL FOR MONTHLY PAYMENT ARRANGEMENTS

TO AVOID LATE CHARGES, PAYMENTS MUST BE
 RECEIVED OR POSTMARKED BY THE DUE DATE.

THERE WILL BE \$15 CHARGED FOR NSF CHECKS
 QUESTIONS? 208-983-2801

06/27/2007 11:14

2083343741

PARKS & REC

PAGE 07/07

MAKE CHECK PAYABLE TO:
 SHARON A COX
 IDAHO COUNTY TREAS- TAX COLL
 320 WEST MAIN, ROOM 2
 GRANGEVILLE, ID 83530-1994

BILL# 15423		PARCEL NUMBER
CODE AREA 51-0000		RP31N02E065410A
TAX	101.51	L
LATE	101.51	
INT		
COST		
TOT		

1ST HALF DUE 2ND HALF DUE FULL DUE
 101.51 101.51 203.02

TOT MV 30.740

2006 TAX BILL/RECEIPT

NOVOTNY RICHARD L
 E NOVOTNY R JEAN
 9103 LYLE STREET
 BOISE ID 83709

T31N R2E SEC 6 61.05 AC
 LOTS 6, 7 LESS E 297 FT

*** IMPORTANT ***
 PLEASE READ BOTH FRONT AND BACK
 *** MONTHLY PAYMENTS ARE ACCEPTED ***

CALL FOR MONTHLY PAYMENT ARRANGEMENTS
 TO AVOID LATE CHARGES, PAYMENTS MUST BE
 RECEIVED OR POSTMARKED BY THE DUE DATE.

THERE WILL BE \$15 CHARGED FOR NSF CHECKS
 QUESTIONS? 208-963-2801

TAXING DISTRICT	RATE
STATE	.000000000
COUNTY	.002541104
SCHOOL #241	.000000000
#241 M 6 O	.000000000
#241 BOND	.000000000
#241 SUPPLEMENTAL	.001215145
#241 OTHER	.001326461
C*TNWD HWY	.000532937
C*WOOD CEM	.000245880
C*TWOOD FIRE	.000356759
SYRINGA HOSP	.000386974
AMOUNT DUE	.203.02

06/27/2007 11:14 2083343741

PARKS & REC

PAGE 08/010

438442

COPY

WARRANTY DEED

GRANTOR, CLIFF B. TACKE a/k/a CLIFFORD B. TACKE, and SUZANNE TACKE, husband and wife, of Route 1 Box 141, Cottonwood, ID 83522, for a good and valuable consideration, that being completion of IRC Section 1031 Like-Kind Tax-Deferred Exchange the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to RICHARD L. NOVOTNY and R. JEAN NOVOTNY, husband and wife, of 9103 Lyle Street, Boise, ID 83709, as GRANTEE, and to grantee's heirs and assigns forever, all of the following described real estate located in the County of Idaho, State of Idaho, to wit:

Township 31 North, Range 2 East, Boise Meridian, Idaho County, Idaho
Section 6: Government Lots 2, 3, 4 and 5, SW¼NW¼, SE¼NW¼.

TOGETHER with all improvements, water, water rights, ditches, ditch rights, easements, hereditaments and appurtenances thereto.

Subject to:

1. General taxes for the year 2004, which are a lien, not yet due and payable.

2. County Roads as the same now exist.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees that they are the owners in fee simple of said premises; that they are free from all encumbrances, and that they will warrant and defend the same from all lawful claims whatsoever, except general taxes for the year 2004, and easements, reservations, restrictions and rights-of-way of record or in use.

Except as otherwise expressly provided in this instrument, GRANTORS, hereby declare pursuant to Title 5, Chapter 2 of the Idaho Code, that in the event GRANTORS shall have permitted or suffered at any time prior to the making of this instrument, any person or entity to possess, use or occupy the above-described premises, or any portion thereof, for any purpose, with or without the knowledge of GRANTORS, it was not the intent

WARRANTY DEED

1

STATE of IDAHO	
County of Idaho	
Recorded at request of	
IDAHO COUNTY TITLE CO.	
at 3:00 P.m.	on 10-29-04
ROSE E. GEHRING	
By	Recorder
Fees \$	Deputy

06/27/2007 11:14 2083343741

PARKS & REC

PAGE 09/00

1 of GRANTORS, by permitting or suffering such possession, use or
2 occupation, to thereby define property boundaries or ownership thereof.

3 In construing this deed, and where the context so requires, the
4 singular includes the plural and the masculine, the feminine and the
neuter.

5 IN WITNESS WHEREOF, Grantors have hereunto subscribed their names to
6 this instrument this 25th day of October 2004.

7 Cliff B. Tack
8 CLIFFORD B. TACKE

Suzanne Tack
SUZANNE TACKE

9 STATE OF IDAHO)

ss.

10 County of Idaho)

11 On this 25th day of October 2004, before me,

12 J. Paul Eimers, a Notary for the said County and State,

13 personally appeared CLIFF B. TACKE a/k/a CLIFFORD B. TACKE, ~~and SUZANNE~~ ^{SP}

14 ~~BE~~, husband and wife, known or identified to me to be the persons

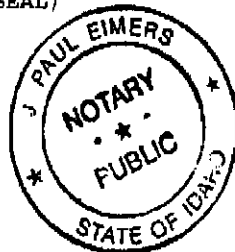
15 whose names are subscribed to the within instrument, and they

16 acknowledged to me that they freely executed the same and that the

17 statements therein contained are true.

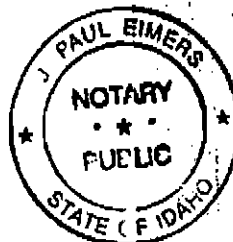
18 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
19 official seal the day and year first above written.

20 (NOTARY SEAL)



J. Paul Eimers
Notary Public for State of Idaho.
Residing at Grangeville, therein.
My commission expires on
6-24, 2005.

25 STATE OF Idaho } ss.
COUNTY OF Idaho
On this 27th day of October in the
year 2004, before me, a Notary Public, personally appeared
Suzanne Tack
known or identified to me to be the person whose name
subscribed to the within instrument, and acknowledged to me that
he executed the same.



28 WARRANTY DEED

J. Paul Eimers
Notary Public
Residing at Grangeville
COMMISSION EXPIRES: 6-24-2005

06/27/2007 11:14 2083343741

PARKS & REC

PAGE 10/00

MAKE CHECK PAYABLE TO:
 SHARON A COX
 IDAHO COUNTY TREAS. TAX COLL
 320 WEST MAIN, ROOM 2
 GRANGEVILLE, ID 83530-1994

BILL# 15421		CODE AREA 41-0000		PARCEL NUMBER
TAX	47.31	TAX	47.31	RP31N02E063010A
LATE		LATE		17.010
INT		INT		
COST		COST		
TOT		TOT		

2006 TAX BILL/RECEIPT

NOVOTNY RICHARD L
 & NOVOTNY R JEAN (H & W)
 9103 LYLE STREET
 BOISE ID 83709

*Martin Farm
 North 24th A*

131N R2E SEC 6 59.37 AC
 LOTS 4, 5 LESS E 297', LS RD

TAXING DISTRICT	RATE
STATE	.000000000
COUNTY	.002541104
SCHOOL #242	.000000000
#242 M & O	.000000000
#242 BOND	.000000000
#242 SUPPLEMENTAL	.001838089
#242 OTHER	.000049197
C-TNWD HWY	.000532937
C-WOOD CEM	.000245880
C-TWOOD FIRE	.000356759
AMOUNT DUE	.005563966

*** IMPORTANT ***
 PLEASE READ BOTH FRONT AND BACK
 *** MONTHLY PAYMENTS ARE ACCEPTED ***

CALL FOR MONTHLY PAYMENT ARRANGEMENTS

TO AVOID LATE CHARGES, PAYMENTS MUST BE
 RECEIVED OR POSTMARKED BY THE DUE DATE.

THERE WILL BE \$15 CHARGED FOR NSF CHECKS
 QUESTIONS? 208-983-2801

05/27/2007 11:14

2083343741

PARKS & REC

PAGE 11/00

MAKE CHECK PAYABLE TO:
 SHARON A COX
 IDAHO COUNTY TREAS. TAX COLL
 320 WEST MAIN, ROOM 2
 GRANGEVILLE, ID 83530-1994

BILL# 15419
 CODE AREA 41-0000

PARCEL NUMBER
 RP31N02E060610A
 L 62.040
 I 11.451
 TOT MV 73.491

1ST HALF DUE		2ND HALF DUE		FULL DUE	
TAX	204.44	TAX	204.44	TAX	408.88
LATE		LATE		LATE	
INT		INT		INT	
COST		COST		COST	
TOT		TOT		TOT	

2006 TAX BILL/RECEIPT

NOVOTNY RICHARD L
 & NOVOTNY R JEAN (M & W)
 9103 LYLE STREET
 BOISE ID 83709

T31N R2E SEC 6 172.59 AC
 LOT 2, 3, SWANE4,
 E 297' LOTS 4, 5, SE4NW4,
 LESS RD

TAXING DISTRICT	RATE
STATE	.000000000
COUNTY	.002541104
SCHOOL #242	.000000000
#242 M & O	.000000000
#242 BOND	.000000000
#242 SUPPLEMENTAL	.001838089
#242 OTHER	.000049197
C*TNWD HWY	.000532937
C*WOOD CEM	.000245880
C*TWOOD FIRE	.000356759
AMOUNT DUE	.0055563966

*** IMPORTANT ***
 PLEASE READ BOTH FRONT AND BACK
 *** MONTHLY PAYMENTS ARE ACCEPTED ***

CALL FOR MONTHLY PAYMENT ARRANGEMENTS
 TO AVOID LATE CHARGES, PAYMENTS MUST BE
 RECEIVED OR POSTMARKED BY THE DUE DATE.

THERE WILL BE \$15 CHARGED FOR NSF CHECKS
 QUESTIONS? 208-983-2801