

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

RECEIVED**MAR 03 2005****DEPARTMENT OF
WATER RESOURCES**

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
• 36-15467	A36-15467	_____	• 36-08317	A36-08317	_____
* 36-10510	A36-10510	_____			
• 36-07081	A36-07081	_____	* WATER RIGHT DISALLOWED (SEE WR # 36-133)		
• 36-07229	A36-07229	_____			
• 36-00098	A36-00098	_____			

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) See attached
4. New Owner/Claimant(s) See attached
 Name Connector (Check one): [] and, [] or, [] and/or
- New Mailing Address See attached
- City, State and ZIP Code _____
- New Telephone Number () See attached
5. Date you acquired the property See attached

SUPPORT DATA**IN FILE #** 36-98

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)

[Handwritten Signature]
[Handwritten Name: P. J. Crut]

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 *MC* Date 3-3-05 Fee \$150.00
 Received by *MC* Date 3-3-05 Receipt No. CD#495
 Processed by _____ AJ Date _____ WR _____ Date _____

3. Name and Address of Former Owner/Claimant:

Slope Compaction, a California Corp.
c/o Donald L. & Dennis M McCoy
23622 Calabasas Road #239
Calabasas, CA 91302

Kathleen Cooper
Ross Cooper
6773 Portshead Dr.
Malibu, CA 90265

Gary Cooper Corp.
A California Corp.
110 Newport Center Dr. #250
Newport Beach, CA 92660

MJ & Sharon Wiens Jr. Family Trust
c/o John Shaw
P.O. Box 1823
Hailey, ID 83333

Joseph Patrick Archie
Sarah Ellen Archie
3417 Williamsborough Ct
Raleigh, NC 27609

E A Collins
2933 Coastline Ct.
Las Vegas, NV 89117

Richard Cook
870 E. 2700 S.
Hagerman, ID 83332

4. New Owner/Claimant(s)

John and Beverly Shaw, husband and wife , an undivided 9/10 interest
1021 Gridley Dr.
Hagerman, ID 83332
(208) 481-0509

Roger E. Crist, an undivided 1/10 interest
P.O. Box 2326
Ketchum, ID 83340
(208) 726-2502

5. Date you acquired property:

Shaw acquired his 9/10 interest over several years, those years being

- a. April 12, 2001, from MJ Wiens;
- b. May 7, 2001, from The Gary Cook Family Trust, dated September 12, 1990;
- c. May 31, 2001, from Robert and Karen Porter;
- d. December 6, 2001, from the Estate of E.A. Collins;
- e. October 30, 2002, from Dennis and Jane McCoy;
- f. January 29, 2004, from Vartan and Dianne;
- g. January 22, 2004, from Joseph and Sarah Archie;
- h. March 12, 2003, from Duffy and Shelia Witmer; and
- i. January 29, 2003, from the Witmer 1992 Revocable Trust dated June 26, 1992.

Crist acquired his interest as follows:

December 6, 2001, from the Estate of E.E. Collins

GUARANTEE



First American Title Insurance Company

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. *Except to the extent* that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. *Notwithstanding* any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in Schedule A.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

(a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.

(b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, 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)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.

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

(d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

(e) "date": the effective date.

2. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then 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 Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

(a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), 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 stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

(c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, 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 an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company

may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute 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 Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured 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 Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured 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 Assured 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 Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required

(5 continued)

in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured 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 the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee

to the Assured shall not exceed the least of:

(a) the amount of liability stated in Schedule A or in Part 2;

(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or

(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. Limitation of Liability.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee 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 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 stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee 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 thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.

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

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured 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 Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured 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 Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee 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 permits 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.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee 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.

14. 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 Guarantee and shall be addressed to the Company at 1 First American Way, Santa Ana, California 92707.

GUARANTEE

LIABILITY \$200.00

ORDER NO. GG-06062

FEE \$125.00

GUARANTEE NO: H 721611

FIRST AMERICAN TITLE INSURANCE COMPANY
a corporation herein called the Company,

GUARANTEES

FRITZ HAEMMERLE

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Dated: February 10, 2005 at 8:00 a.m.

FIRST AMERICAN TITLE INSURANCE COMPANY

BY: *Donna Thomas*
ASSISTANT SECRETARY

FIRST AMERICAN TITLE INSURANCE COMPANY

LOT BOOK GUARANTEE

SCHEDULE A

Order No. GG-06062

Guarantee No. H 721611

Dated: February 10, 2005 at 8:00 a.m.

Liability: \$200.00

Fee: \$125.00

Name of Assured: Fritz Haemmerle

The assurances referred to on the face page are:

That, according to the Company's property records relative to the following described real property (but without examination of those company records maintained and indexed by name):

SEE ATTACHED SCHEDULE A

- A. The last recorded instrument purporting to transfer title to said real property is:

Warranty Deed by and between MJ Wiens, Jr., as to an undivided 1/10th interest and John Shaw and Beverly Shaw, husband and wife dated April 17, 2001 and recorded April 13, 2001 as Instrument Number 190116, records of Gooding County, Idaho.

Warranty Deed by and between Gary W. Cook, as Trustee of The Gary Cook Family Trust, dated September 12, 1990, as to an undivided 1/10 interest and John Shaw and Beverly Shaw, husband and wife dated May 7, 2001 and recorded May 10, 2001 as Instrument Number 190449, records of Gooding County, Idaho.

Warranty Deed by and between Robert J. Porter and Karen L. Porter, husband and wife as to a 1/10th interest and John Shaw and Beverly Shaw dated May 31, 2001 and recorded June 4, 2001, as Instrument Number 190708, records of Gooding County, Idaho.

Warranty Deed by and between Andrew Pelter, Special Administrator of the Estate of E.A. Collins, Deceased, pursuant to Letters of Special Administration with General Powers, Case No. SP-01-195, Gooding County District Court, as to a 1/10th interest and Roger E. Crist, dated December 6, 2001 and recorded December 7, 2001 as Instrument Number 193144, records of Gooding County, Idaho.

CONTINUATION

FIRST AMERICAN TITLE INSURANCE COMPANY

LOT BOOK GUARANTEE

SCHEDULE A

Order No. GG-06062

Guarantee No. H 721611

Warranty Deed by and between Andrew Pelter, Special Administrator of the Estate of E.A. Collins, Deceased, pursuant to Letters of Special Administration with General Powers, filed in Gooding County District Court as file SP01-195, as to a 1/10th interest and John Shaw dated December 6, 2001 and recorded December 7, 2001 as Instrument Number 193145, records of Gooding County, Idaho.

Warranty Deed by and between Dennis McCoy and Jane McCoy, husband and wife, as to a 1/10th interest and John Shaw dated September 16, 2002 and recorded October 30, 2002 as Instrument Number 197568, records of Gooding County, Idaho.

Warranty Deed by and between William B. Cary and Roger E. Crist; Vartan Davidian; Joseph Archie; The Witmer 1992 Revocable Trust, dated January 26, 1992, Trustees: Duffy S. Witmer and Sheila G. Witmer, each as to a 1/90th interest and John Shaw as to 5/90ths interest dated March 12, 2003 as Instrument Number 199737, records of Gooding County, Idaho.

QuitClaim Deed by and between The Witmer 1992 Revocable Trust dated January 26, 1992, Trustees: Duffy S. Witmer and Sheila G. Witmer, as to an undivided 1/90 interest, Duffy S. Witmer and Sheila G. Witmer, or their successors, Trustees of the Witmer 1992 Revocable Trust dated June 26, 1992, an to an undivided 1/20 interest, Duffy S. Witmer and Sheila G. Witmer, Trustees of the Witmer 1992 Revocable Trust dated June 26, 1992, an to an undivided 1/20 interest and John Shaw and Beverly Shaw, husband and wife dated January 29, 2003 and recorded January 29, 2004 as Instrument Number 204684, records of Gooding County, Idaho.

QuitClaim Deed by and between Vartan A. Davidian, Jr., and Dianne Davidian, husband and wife as to an undivided 1/10 interest, and Vartan Davidian, as to an undivided 1/90 interest to John Shaw and Beverly Shaw, husband and wife dated January 22, 2004 and recorded January 29, 2004 as Instrument Number 204685, records of Gooding County, Idaho.

QuitClaim Deed by and between Joseph Patrick Archie and Sarah Ellen Archie, husband and wife, as to an undivided 1/10 interest, Joseph Archie, as to an undivided 1/90 interest and John Shaw and Beverly Shaw, husband and wife dated January 22, 2004 as Instrument Number 204687, records of Gooding County, Idaho.

- B. There are no mortgages or deeds of trust which purport to affect said real property, other than those shown below under Exceptions.

- Continued -

CONTINUATION

FIRST AMERICAN TITLE INSURANCE COMPANY

LOT BOOK GUARANTEE

SCHEDULE A

Order No. GG-06062

Guarantee No. H 721611

No guarantee is made regarding (a) matters affecting the beneficial interest of any mortgage or deed of trust which may be shown herein as an Exception, or (b) other matters which may affect any such mortgage or deed of trust.

No guarantee is made regarding any liens, claims of lien, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

EXCEPTIONS:

1. Financing Statement by Cary B. William and John F. Shaw and between Diversified Financial Services, Inc., recorded August 20, 2001, as Instrument Number 191728, Gooding County Records, Idaho. Amendment filed August 29, 2001 as Instrument Number 191853, Gooding County records, to add the Name of Hagerman Duck Club.
2. Financing Statement by William B. Cary, John F. Shaw and Hagerman Duck Club and between Diversified Financial Services, LLC, recorded March 22, 2002, as Instrument Number 194456, Gooding County Records, Idaho.

LOT BOOK GUARANTEE

CONTINUATION

SCHEDULE A

Order Number: GG-06062

Guarantee Number: H 721611

PARCEL NO. 1:

TOWNSHIP 7 SOUTH, RANGE 13, EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

A parcel of land in the W½, Section 15 and Lot 3 Section 16, described as follows:

Commencing at the Section Corner common to Sections 15, 16, 21 and 22, Township 7 South, Range 13, East Boise Meridian;

Thence along the boundary common to said Sections 15 and 16 North 0°14'18" East measured (North 0°12'00" East recorded) 25.00 feet to THE REAL POINT OF BEGINNING;

— Thence from this REAL POINT OF BEGINNING and continuing along the boundary common to Sections 15 and 16 North 0°14'18" East measured (North 00°12'00" East recorded) a distance of 1296.36 feet to the Northwest corner of the SW¼SW¼, Section 15, said point also being the Southwest corner of that certain piece of property deeded to the Hagerman Highway District by Deed dated December 4, 1940 and recorded December 9, 1940 in Book 27 Q.C.D. at Page 428 as Instrument Number 78866, Gooding County records;

Thence along the North boundary of the SW¼SW¼, also being the South boundary of Hagerman Highway District Property on a bearing of North 89°21'38" East a distance of 1324.08 feet to the Northeast corner of the SW¼SW¼;

Thence along the East boundary of the NW¼SW¼ also being the East boundary of the Hagerman Highway District Property on a bearing of North 0°09'24" East a distance of 20.00 feet;

Thence on a bearing of South 89°21'38" West a distance of 788.12 feet along the North boundary of the Hagerman Highway District Property;

Thence on a bearing of North 0°09'36" East a distance of 398.78 feet to the approximate centerline of an irrigation ditch;

Thence along the approximate centerline of an irrigation ditch the following courses and distances:

South 77°40'27" West, 185.13 feet;

South 89°05'21" West, 297.14 feet;

South 76°09'04" West, 110.10 feet;

South 72°25'17" West, 243.88 feet;

South 86°53'17" West, 149.44 feet;

North 83°30'38" West, 231.89 feet;

-Continued-

CONTINUATION

SCHEDULE A

Order Number: GG-06062

Guarantee Number: 721611

Thence on a bearing of North 63°13'12" West a distance of 355.27 feet to the approximate original mean high water line of the Snake River;

Thence along the approximate original mean high water line of the Snake River the following courses and distances:

- North 16°02'58" East, 889.02 feet;
- North 36°41'47" East, 652.00 feet;
- North 55°58'47" East, 340.00 feet;
- North 42°15'38" East, 790.00 feet;
- North 26°07'23" East, 153.00 feet;
- North 68°18'05" East, 140.00 feet;
- North 78°24'58" East, 527.00 feet;
- North 52°39'00" East, 570.00 feet;

Thence on a bearing of South 55°07'20" East a distance of 1238.00 feet to the East boundary of the W½, Section 15;

Thence along the East boundary of the W½, Section 15 on a bearing of South 0°06'47" West a distance of 2514.08 feet to the Southeast corner of the NE¼SW¼, Section 15;

Thence along the South boundary of the NE¼SW¼, Section 15 on a bearing of South 89°21'27" West a distance of 1252.09 feet;

Thence on a bearing of North 3°04'10" East a distance of 627.13 feet;

Thence on a bearing of North 85°11'46" West a distance of 419.07 feet to the approximate centerline of the Sands ditch;

Thence along the approximate centerline of the Sands ditch the following courses and distances:

- South 5°55'25" West, 145.02 feet;
- South 7°41'53" East, 133.85 feet;
- South 38°16'05" East, 65.10 feet;
- South 70°03'48" East, 64.16 feet;
- South 27°00'13" East, 137.90 feet;
- South 53°54'59" East, 202.69 feet;

Thence on a bearing of South 3°09'15" West a distance of 69.95 feet to the South boundary of the NE¼SW¼, Section 15;

Thence along said South boundary of the NE¼SW¼ on a bearing of North 89°21'27" East a distance of 57.85 feet;

Thence South 39°33'35" East 365.75 feet measured, (South 39°35'09" East recorded);

Thence South 21°48'00" East 374.63 feet measured, (South 21°49'34" East, 374.70 recorded);

Thence South 57°53'22" East of 272.42 feet measured, (South 57°53'15" East 272.32 recorded);

- Continued-

CONTINUATION

SCHEDULE A

Order Number: GG-06062

Guarantee Number: 721611

Thence South 6°34'29" East measured (South 6°35'11" East recorded) a distance of 491.39 feet to the North boundary of a piece of property deeded to Hagerman Highway District No. 3 by Deed dated February 6, 1926 and recorded June 29, 1927 in Book 8 Deeds Page 615 as Instrument Number 43714, Gooding County records;

Thence along the North boundary of the Hagerman Highway District No. 3 property the following courses and distances:

South 89°19'42" West, 317.66 feet;

South 0°40'18" East, 10.00 feet;

South 89°19'42" West, 412.50 feet;

South 0°40'18" East, 15.00 feet;

South 89°19'42" West, 1331.96 feet to THE REAL POINT OF BEGINNING.

SUBJECT TO the rights of the Sands ditch;

SUBJECT TO an easement along a strip of land 20 feet in width for the purpose of ingress and egress over property situated in the SE¼SW¼, said Section 15; Said 20 foot wide strip of land to be adjacent to and South and West of the following described line:

Commencing at the South quarter corner of Section 15;

Thence along the South boundary of said Section 15 on a bearing of South 89°19'42" West a distance of 584.28 feet;

Thence on a bearing of North 6°34'29" West measured (North 6°35'11" West recorded) a distance of 50.27 feet to THE POINT OF BEGINNING of said line and 20 foot wide strip of land;

Thence from this POINT OF BEGINNING and along said line the following courses and distances:

North 6°34'29" West, 491.39 feet measured (North 6°35'11" West recorded);

North 57°53'22" West, 272.42 feet measured (North 57°53'15" West 272.32 recorded);

North 21°48'00" West, 374.63 feet measured (North 21°49'34" West 374.70 recorded);

North 39°33'35" West, 365.75 feet measured (North 39°35'09" West recorded);

South 89°21'38" West, 73.21 feet to THE POINT OF ENDING of said line and 20 foot wide strip of land.

CONTINUATION

SCHEDULE A

Order Number: GG-06062

Guarantee Number: 721611

The said Access Easement is for the benefit of and appurtenant to the SW¼, Section 15 and Lots 3 and 6, Section 16, Township 7 South, Range 13, East Boise Meridian, and shall inure to the benefit of and may be used by all persons who may hereafter become owners of said appurtenant property or any parts or portions thereof.

SUBJECT TO an easement along a strip of land 10 feet in width for the purpose of constructing and maintaining an irrigation water delivery system along an existing irrigation ditch situated in the NW¼SW¼, Section 15 and Lot 3, Section 16. Said 10 foot wide strip of land to be centered on the following described centerline:

Commencing at the Section corner common to Sections 15, 16, 21 and 22, Township 7 South, Range 13, East Boise Meridian;

Thence on a bearing of North 28°25'48" East a distance of 2108.29 feet to the centerline of the Sands Ditch and THE POINT OF BEGINNING of said centerline and 10 foot wide strip of land;

Thence from this POINT OF BEGINNING and along the said centerline the following courses and distances:

South 76°49'42" West, 473.59 feet;

South 77°40'27" West, 185.13 feet;

South 89°05'21" West, 297.14 feet;

South 76°09'04" West, 110.10 feet;

South 72°25'17" West, 243.88 feet;

South 86°53'17" West, 149.44 feet;

North 83°30'38" West, 231.89 feet to THE POINT OF ENDING of said centerline and the 10 foot wide strip of land;

Said POINT OF ENDING bears North 21°59'48" West a distance of 1747.13 feet from the Section corner common to Sections 15, 16, 21 and 22.

The said Irrigation Easement is for the benefit of and appurtenant to the NW¼SW¼, Section 15 and Lot 3, Section 16, Township 7 South, Range 13, East Boise Meridian, and shall inure to the benefit of and may be used by all persons who may hereafter become the owners of said appurtenant property or any parts or portions thereof.

PARCEL NO. 2

TOWNSHIP 7 SOUTH, RANGE 13, EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 15: A parcel of land in the N½SW¼, more specifically described as follows:

Commencing at the South quarter corner of Section 15, Township 7 South, Range 13, East Boise Meridian;

-Continued-

CONTINUATION

SCHEDULE A

Order Number: GG-06062

Guarantee Number: 721611

Thence North $0^{\circ}06'47''$ East a distance of 1319.75 feet along the East boundary of the SW $\frac{1}{4}$, Section 15;
Thence along the South boundary of the N $\frac{1}{2}$ SW $\frac{1}{4}$ on a bearing of South $89^{\circ}21'27''$ West a distance of 1252.09 feet to THE REAL POINT OF BEGINNING;
Thence from this REAL POINT OF BEGINNING and continuing along the South boundary of the N $\frac{1}{2}$ SW $\frac{1}{4}$, Section 15 on a bearing of South $89^{\circ}21'27''$ West a distance of 57.85 feet;
Thence on a bearing of North $3^{\circ}09'15''$ East a distance of 69.95 feet to the approximate centerline of the Sands Ditch;
Thence along the approximate centerline of the Sands Ditch the following courses and distances:
North $53^{\circ}54'59''$ West, 202.69 feet;
North $27^{\circ}00'13''$ West, 137.90 feet;
North $70^{\circ}03'48''$ West, 64.16 feet;
North $38^{\circ}16'05''$ West, 65.10 feet;
North $7^{\circ}41'53''$ West, 133.85 feet;
North $5^{\circ}55'25''$ East, 145.02 feet;
Thence on a bearing of South $85^{\circ}11'46''$ East a distance of 419.07 feet;
Thence on a bearing of South $3^{\circ}04'10''$ West a distance of 627.13 feet to THE REAL POINT OF BEGINNING.

The above described parcel of land is subject to and has the right to use the following attached easements. Said parcel is also subject to the rights of the Sands Ditch.

A strip of land 20 feet in width designated as Access Easement "C" for the purpose of ingress and egress situated in the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 15, Township 7 South, Range 13, East Boise Meridian, Gooding County, Idaho. Said 20 foot wide strip of land to be adjacent to and South and West of the following described line:

Commencing at the South quarter corner of Section 15, Township 7 South, Range 13, East Boise Meridian;
Thence along the South boundary of said Section 15 on a bearing of South $89^{\circ}19'42''$ West a distance of 584.28 feet;
Thence on a bearing of North $6^{\circ}34'29''$ West a distance of 50.27 feet to THE POINT OF BEGINNING of said line and 20 foot wide strip of land;
Thence from this POINT OF BEGINNING and along said line the following courses and distances:
North $6^{\circ}34'29''$ West, 491.39 feet;
North $57^{\circ}53'22''$ West, 272.42 feet;
North $21^{\circ}48'00''$ West, 374.63 feet;
North $39^{\circ}33'35''$ West, 365.75 feet;
South $89^{\circ}21'38''$ West, 73.21 feet to THE POINT OF ENDING of said line and 20 foot wide strip of land.

-Continued-

CONTINUATION

SCHEDULE A

Order Number: GG-06062

Guarantee Number: 721611

The said Access Easement "C" is for the benefit of and appurtenant to the SW¼, Section 15 and Lots 3 and 6, Section 16, Township 7 South, Range 13, East Boise Meridian, and shall inure to the benefit of and may be used by all persons who may hereafter become owners of said appurtenant property or any parts or portions thereof.

A strip of land 20 feet in width designated as Access Easement "D" for the purpose of ingress and egress situated in the SE¼SW¼ of Section 15, Township 7 South, Range 13, East Boise Meridian, Gooding County, Idaho; Said 20 foot strip of land to be adjacent to and North and East of the following described line:

Commencing at the South quarter corner of Section 15, Township 7 South, Range 13, East Boise Meridian;

Thence along the South boundary of said Section 15 on a bearing of South 89°19'42" West a distance of 584.28 feet;

Thence on a bearing of North 6°34'29" West a distance of 50.27 feet to THE POINT OF BEGINNING of said line and 20 foot wide strip of land;

Thence from this POINT OF BEGINNING and along said line the following courses and distances:

North 6°34'29" West, 491.39 feet;

North 57°53'22" West, 272.42 feet;

North 21°48'00" West, 374.63 feet;

North 39°33'35" West, 365.75 feet;

South 89°21'38" West, 73.21 feet to THE POINT OF ENDING of said line and 20 foot wide strip of land.

The said Access Easement "D" is for the benefit of and appurtenant to the SW¼, Section 15 and Lots 3 and 6, Section 16, Township 7 South, Range 13, East Boise Meridian, and shall inure to the benefit of and may be used by all persons who may hereafter become owners of said appurtenant property or any parts or portions thereof.

PARCEL NO. 3:

TOWNSHIP 7 SOUTH, RANGE 13, EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

A parcel of land in the NW¼SW¼, Section 15 and Lot 3, Section 16, more particularly described as follows:

Commencing at the Section corner common to Sections 15, 16, 21 and 22, Township 7 South, Range 13, East Boise Meridian;

CONTINUATION

SCHEDULE A

Order Number: GG-06062

Guarantee Number: 721611

- Thence along the boundary common to said Sections 15 and 16 on a bearing of North 0°14'18" East measured (North 0°12'00" East recorded) a distance of 1321.36 feet to the South one-sixteenth corner common to Sections 15 and 16 and THE REAL POINT OF BEGINNING;
- Thence from this REAL POINT OF BEGINNING and along the South boundary of Lot 3, Section 16 on a bearing of South 89°42'35" West, measured (South 89°40'20" West recorded) a distance of 636.75 feet measured (636.71 feet recorded);
- Thence on a bearing of North 48°26'28" West measured (North 48°27'36" West recorded) a distance of 119.57 feet measured (119.56 recorded);
- Thence on a bearing of South 89°41'44" West measured (South 89°40'20" West recorded) a distance of 502.50 feet to the approximate original mean high water line of the Snake River;
- Thence along the approximate original mean high water line of the Snake River the following courses and distances:
 - North 47°00'00" East, 133.21 feet;
 - North 27°39'00" East, 332.35 feet;
- Thence on a bearing of South 63°13'12" East a distance of 355.27 feet to the approximate centerline of an irrigation ditch;
- Thence along the approximate centerline of an irrigation ditch the following courses and distances:
 - South 83°30'38" East, 231.89 feet;
 - North 86°53'17" East, 149.44 feet;
 - North 72°25'17" East, 243.88 feet;
 - North 76°09'04" East, 110.10 feet;
 - North 89°05'21" East, 297.14 feet;
 - North 77°40'27" East, 185.13 feet;
- Thence on a bearing of South 0°09'36" West a distance of 398.78 feet to the North boundary of a public road;
- Thence along the North boundary of a public road on a bearing of South 89°21'38" West a distance of 535.96 feet;
- Thence along the West boundary of a public road on a bearing of South 0°09'36" West a distance of 20.00 feet to THE REAL POINT OF BEGINNING.

SUBJECT TO an irrigation easement 5 feet in width for the purpose of maintenance and use along the North boundary thereof. The above described parcel also has the right to use the following attached easements.

A strip of land 20 feet in width designated as Access Easement "C" for the purpose of ingress and egress situated in the SE¼SW¼, Section 15, Township 7 South, Range 13, East Boise Meridian, Gooding County, Idaho. Said 20 foot wide strip of land to be adjacent to and South and West of the following described line:

-Continued-

CONTINUATION

SCHEDULE A

Order Number: GG-06062

Guarantee Number: 721611

Commencing at the South quarter corner of Section 15, Township 7 South, Range 13, East Boise Meridian;
Thence along the South boundary of said Section 15 on a bearing of South 89°19'42" West a distance of 584.28 feet;
Thence on a bearing of North 6°34'29" West a distance of 50.27 feet to THE POINT OF BEGINNING of said line and 20 foot wide strip of land;
Thence from this POINT OF BEGINNING and along said line the following courses and distances:
North 6°34'29" West, 491.39 feet;
North 57°53'22" West, 272.42 feet;
North 21°48'00" West, 374.63 feet;
North 39°33'35" West, 365.75 feet;
South 89°21'38" West, 73.21 feet to THE POINT OF ENDING of said line and 20 foot wide strip of land.

The said Access Easement "C" is for the benefit of and appurtenant to the SW¼, Section 15 and Lots 3 and 6, Section 16, Township 7 South, Range 13, East Boise Meridian, and shall inure to the benefit of and may be used by all persons who may hereafter become owners of said appurtenant property or any parts or portions thereof.

A strip of land 20 feet in width designated as Access Easement "D" for the purpose of ingress and egress situated in the SE¼SW¼ of Section 15, Township 7 South, Range 13, East Boise Meridian, Gooding County, Idaho; Said 20 foot strip of land to be adjacent to and North and East of the following described line:

Commencing at the South quarter corner of Section 15, Township 7 South, Range 13, East Boise Meridian;
Thence along the South boundary of said Section 15 on a bearing of South 89°19'42" West a distance of 584.28 feet;
Thence on a bearing of North 6°34'29" West a distance of 50.27 feet to THE POINT OF BEGINNING of said line and 20 foot wide strip of land;
Thence from this POINT OF BEGINNING and along said line the following courses and distances:
North 6°34'29" West, 491.39 feet;
North 57°53'22" West, 272.42 feet;
North 21°48'00" West, 374.63 feet;
North 39°33'35" West, 365.75 feet;
South 89°21'38" West, 73.21 feet to THE POINT OF ENDING of said line and 20 foot wide strip of land.

CONTINUATION

SCHEDULE A

Order Number: GG-06062

Guarantee Number: 721611

The said Access Easement "D" is for the benefit of and appurtenant to the SW¼, Section 15 and Lots 3 and 6, Section 16, Township 7 South, Range 13, East Boise Meridian, and shall inure to the benefit of and may be used by all persons who may hereafter become owners of said appurtenant property or any parts or portions thereof.

A strip of land 10 feet in width designated as Irrigation Easement for the purpose of constructing and maintaining an irrigation water delivery system along an existing irrigation ditch situated in the NW¼SW¼, Section 15, and Lot 3, Section 16, Township 7 South, Range 13, East Boise Meridian, Gooding County, Idaho. Said 10 foot wide strip of land to be centered on the following described centerline:

Commencing at the Section corner common to Sections 15, 16, 21 and 22, Township 7 South, Range 13, East Boise Meridian;

Thence on a bearing of North 28°25'48" East a distance of 2108.29 feet to the centerline of the Sands Ditch and THE POINT OF BEGINNING of said centerline and 10 foot wide strip of land;

Thence from this POINT OF BEGINNING and along the said centerline the following courses and distances:

South 76°49'42" West, 473.59 feet;

South 77°40'27" West, 185.13 feet;

South 89°05'21" West, 297.14 feet;

South 76°09'04" West, 110.10 feet;

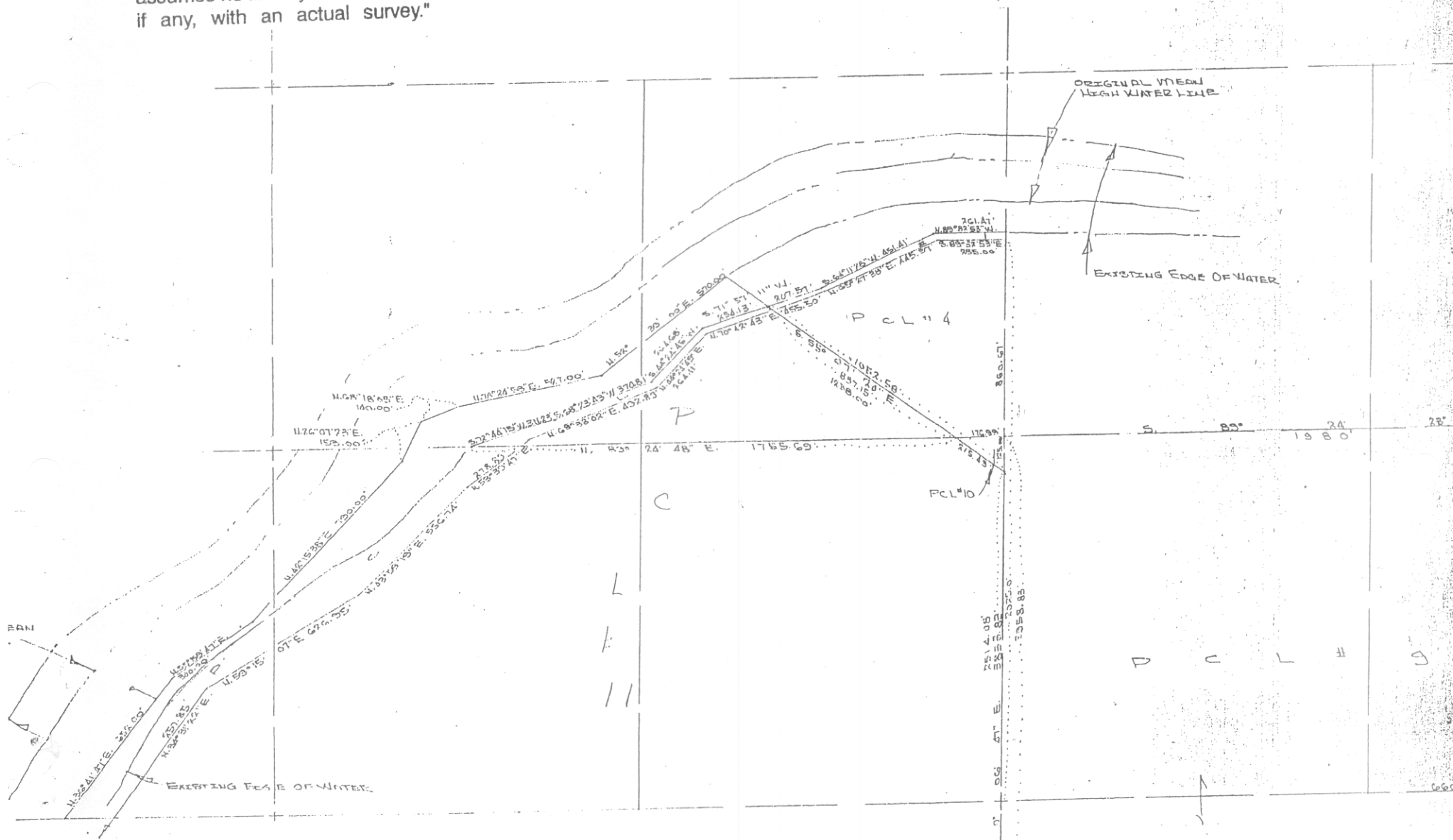
South 72°25'17" West, 243.88 feet;

South 86°53'17" West, 149.44 feet;

North 83°30'38" West, 231.89 feet to the POINT OF ENDING of said centerline and the 10 foot wide strip of land; Said POINT OF ENDING bears North 21°59'48" West a distance of 1747.13 feet from the Section corner common to Sections 15, 16, 21 and 22.

The said irrigation Easement is for the benefit of and appurtenant to the NW¼SW¼, Section 15 and Lot 3, Section 16, Township 7 South, Range 13, East Boise Meridian and shall inure to the benefit of and may be used by all persons who may hereafter become the owners of said appurtenant property or any parts or portions thereof.

"This plat is made solely for the purpose of assisting in locating the land, and the company assumes no liability for variations, if any, with an actual survey."



SOUTH HALF SEC. 15, LOTS 11
SEE SEC. 16 FOR PARCEL # OF PLOT

ORIGINAL MEAN HIGH WATER LINE

APPROXIMATE EXISTING EDGE OF WATER

1" = 500'

"This plat is made solely for the purpose of assisting in locating the land, and the company assumes no liability for variations, if any, with an actual survey."

ORIGINAL MEAN HIGH WATER LINE

APPROXIMATE EXISTING

