

No Color
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In File



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type
(see instructions on back of page)

SEP 23 1997

DATE OF CLOSING: _____

LEGAL DESCRIPTION OF PROPERTY: Township 11 N Range 17 E Department of Water Resources
Section 28 1/4 of 1/4 of 1/4 Govt. Lot BM Southern Region
Lot _____, Block _____, Subdivision/Townsite _____
If you have additional legal descriptions, please attach separate sheet. Attached **RECEIVED**

- [] Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis) **OCT 10 1997**
- [] Water Right Number(s) 72-134A 72-16640 Department of Water Resources
Assigned by IDWR: A72-16497A 72-16642 Southern Region
72-10279 72-4157
- [] Name and Address of Former Owner/Claimant(s)(Seller): Gerald D. Kathryn Herrick
2027 Silver Creek Ln.
Boise, Id 83706
- [] New Owner/Claimant (Purchaser): Paul & Sharon L May
- [] New Mailing Address: 805 El Paso Drive
Heyburn, Id 83336
- [] New Telephone Number: (208) 678 - 1312
- [] Does the change in ownership result in a splitting of the water right owned/claimed? X yes no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:
4" OR .08 CFS

- [] Attach proof of ownership, describe proof attached: _____
(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

- [] Signature of New Owner/Claimant(s) Paul L. May Date 10-7-97
Sharon L. May Date 10-7-97
- [] Signature of Former Owner/Claimant(s): Gerald D. Herrick Date 9-11-97
Kathryn L. Herrick Date 9-11-97

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: 10/27/98 By: SEC

Further Action Needed:

GIS SPLIT

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: _____ By: _____

Claim Numbers of Split, if any: _____

MICROFILMED

JAN 15 2006

Original to be mailed to Idaho Department of Water Resources
Copies to Former Owner and New Owner

INSTRUCTIONS

This form has been prepared to assist new owners of property to comply with the requirements of Section 42-1409(7), Idaho Code. This statute provides that new property owners notify the Department of Water Resources (IDWR) of any change in ownership of a water right during an adjudication of water rights, and if a claim for the water right has not been filed to file the needed claim(s).

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. If you would like any of these brochures or if you have questions about completing this form please contact your nearest office of IDWR or you may call 1-800-451-4129 (toll-free).

The first line of the form asks for the date of closing so IDWR will have a record of the effective date of the property transfer.

The second line of information requires the legal description of the property being transferred. This information is **ESSENTIAL** and should be available from the documents that will be present at the time of closing. The first two lines of the legal description **MUST** be completed. IDWR's records are based upon legal descriptions using township, range, section and fractions of a section descriptions, and this information must be included on the form. If you also have available a legal description based upon a townsite or subdivision and lot and block number, please also include this additional information. A lot and block legal description is **NOT** a substitute for the township, range, section and fraction of a section description.

After completing the legal description, if all water is supplied by a public service water supply you may check the first box; complete the name, address and telephone information for yourself, the new owner; sign the form in the space provided and return the form to the IDWR office nearest you.

If there are water rights associated with the property, the seller should be able to provide you with the water right number(s). The water right number(s) for the property are to be put in the space provided at the second box on the form. If you or the seller believe there are water rights for the property but the numbers are unknown, then you may wish to call or come into an office of IDWR for assistance in identifying the water rights for the property involved. If claims for the property have not been filed you will be so advised by IDWR.

After the water right number(s) for the property has been entered on the form, complete the name and address information for **BOTH** the former owner/seller and for yourself, the new owner, in the spaces provided. Please also include your telephone number. If the property you have purchased is only part of the property owned by the former owner/seller, you may be purchasing only part of the total water right held by the seller. This means the water right held by the seller must be split so you get your proportionate share of the water right. Be sure to include a description of the portion of the water right you have purchased. The seller should be able to help you describe the portion of the water right for the property you have purchased.

If the former owner/seller will sign the form and the seller is shown as the claimant of the water right in IDWR's records, then you do not need to attach proof of ownership of the land or the water right. The seller should know if the original claim was filed by him, or if the seller has filed a change in ownership so the seller is shown as the claimant of the water right in IDWR's records. If the seller is not going to sign the form then you must attach some proof of ownership of the property described at the top of the form or proof of ownership referencing the specific water right(s) for the property.

The new owner must sign the form in the space provided. If the former owner/seller is available to sign the form please do so in the space provided.

When complete, the new owner and the former owner/seller should each retain one of the copies and return the original of the form to IDWR. You may return the form to the IDWR office nearest you or to: Idaho Department of Water Resources, Statehouse Mail, Boise, ID 83720-9000, Attention: Adjudication Bureau.

DESCRIPTION FOR
BROKEN WING RANCH

RECEIVED

SEP 23 1997

PARCEL 4

Department of Water Resources
Southern Region

August 27, 1997

A parcel of land lying in Section 28, Township 11 North, Range 17 East, Boise Meridian, Custer County, Idaho, more particularly described as follows:

Commencing at the section corner common to Sections 21, 22, 27 and 28, T.11N., R.17E., B.M., thence S 00°05'32" W 1321.88 feet to the north 1/16 corner common to Sections 28 and 27;

Thence N 89°55'15" W 1319.69 feet to the NE 1/16 corner of said Section 28; thence N 89°55'15" W 44.41 feet to a point on the centerline of Squaw Creek Road;

Thence southerly along the centerline of Squaw Creek Road the following courses and distances;

Thence S 18°20'00" W 831.35 feet to a point of curvature;

Thence along a curve to the left 34.20 feet, having a radius of 500.00 feet, a central angle of 3°55'10", tangents of 17.11 feet and a chord which bears S 16°22'25" W 34.20 feet to the **Real Point of Beginning** of this description;

Thence along a curve to the left 118.51 feet, having a radius of 500.00 feet, a central angle of 13°34'50", tangents of 59.53 feet and a chord which bears S 07°37'25" W 118.23 feet to a point of tangency;

Thence S 00°50'00" W 390.81 feet to a point of curvature;

Thence along a curve to the left 75.14 feet, having a radius of 500.00 feet a central angle of 8°36'38", tangents of 37.64 feet and a chord of which bears S 03°28'19" E 75.07 feet to a point on a curve;

Leaving the centerline of Squaw Creek Road

Thence S 89°00'00" W 556.18 feet to a point;

Thence N 00°00'00" W 592.60 feet to a point;

Thence N 90°00'00" E 572.92 feet to the **Real Point of Beginning** of this description.

Said parcel of land contains 7.50 acres, more or less.

Michael E. Marks, P.L.S., No. 4998



970849-p4-des

MICROFILMED
JAN 15 2006

NEW

RECEIVED

OCT 10 1997

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCESDepartment of Water Resources
Southern Region

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s).: _____
Adjudication Claim No(s).: _____
2. The following REQUIRED information must be submitted with this form:
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant

4. New Owner/Claimant(s)

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

City, State and ZIP Code

New Telephone Number () _____
5. Date you acquired the property _____
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

Number of acres you irrigate 5.5 Number and type of stock _____
Diversion rate in CFS .08 Number of homes 1 Other uses _____

If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner or Claimant(s)
Paul Z. May
Sharon J. May
(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims..

MICROFILMED

JAN 15 2006

INSTRUCTIONS

This form has been prepared to assist new owners of property to comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. Section 42-248 requires certain property holders to notify the Department of Water Resources (IDWR) of any change in mailing address or ownership of all or part of a water right record on file with IDWR. Section 42-1409(6) provides that new property owners must notify IDWR of any change in ownership of a water right during an adjudication of water rights. Required claims may be filed by a new owner.

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. Please contact your nearest IDWR office, or call 1-800-451-4129, if you would like more information or need help completing this form. Please attach additional sheets to the form if you require additional space to describe or explain any of the items on the form.

1. If there are water rights associated with the property, the seller should be able to provide you with the water right or adjudication claim number(s). Please enter these number(s) at Item 1. If you or the seller believes there are water rights for the property but the numbers are unknown, you may wish to contact IDWR for assistance in identifying the water rights for the property in question. If claims for the rights are required, and have not been filed, IDWR will so advise you.
2. The information described at Item 2 is required, since IDWR cannot process the requested change without documentation of ownership. The preferred types of documentation are shown; contact IDWR if you have difficulty obtaining this information. Do not obtain a new survey for purposes of this form before contacting IDWR.
3. Please provide the name and address of the former owner of the water right and/or adjudication claim at Item 3.
4. The name, mailing address, and telephone number of the new owner(s) is entered at Item 4. Please indicate the relationship between multiple owners by using the connector 'and', 'or', or 'and/or'. If an 'and' is used, all parties must sign this form. If an 'and/or' or 'or' is used, all parties may sign. However, only one of the named parties is required to sign.
5. At Item 5, please provide the date the property in question was acquired. This may be the date of "closing" in the case of a real estate transaction or the date of court order for other types of ownership changes.
6. You may be purchasing only a portion of the total water right held by the seller. This means the water right held by the seller may be "split" to provide your share of the right in question. Be sure to include a description of the portion of the water right you have purchased at Item 6.

Please provide as much detail as possible concerning your water right: include the number of homes, irrigated acreage if more than 1/2 acre is irrigated, type and number of stock if your right is for stockwater, etc. In the absence of information to the contrary, IDWR will assume the intent is to split the rights *proportionately*.

7. The new owner(s) must sign the form in the space(s) provided at Item 7. Corporations and other organizations must submit a list of directors or officers demonstrating the authority of the director or officer to sign the form.
8. There is no filing fee. When complete, you should retain a copy and return the original of the form to the IDWR office nearest you:

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

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

IDWR Northern Region
1910 Northwest Blvd., Suite 210
Coeur d'Alene, ID 83814-2615
(208) 769-1450

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

STATEMENT OF SETTLEMENT
Seller's

RECEIVED

SEP 23 1997

Department of Water Resources
Southern Region

Property Address: PTN OF SECTION 28-11-17 CHALLIS; ID 83226

Seller: GERALD D. HERRICK AND KATHRYN S. HERRICK

Purchaser: PAUL L. MAY AND SHARON L. MAY

Settlement Date: 09/15/97

Date of Proration: 09/15/97

Legal Description:

SEE THE LEGAL ON THE COMMITMENT FOR TITLE INSURANCE

RECEIVED

OCT 10 1997

Department of Water Resources
Southern Region

File No: 7-830-G

Description	Debit	Credit
Contract Sales Price		80,000.00
Payoff loan		
Payoff loan		
LOAN TO BUYER	65,000.00	
CURRENT TAXES 01/01/97 to 09/15/97	316.85	
Commission	4,800.00	
Settlement Fee to AMERICAN LAND TITLE CO., INC.	140.00	
Title Insurance to AMERICAN LAND TITLE CO., INC.	485.00	
CLERICAL	25.00	
EXPRESS FEES	11.00	
Sub-Totals	70,777.85	80,000.00
Balance due to Seller	9,222.15	
TOTALS	80,000.00	80,000.00

The 1997 taxes are pro-rated on the 1996 tax amount. The signatories herein, hereby acknowledge that there may be a difference between the amount of taxes pro-rated and the actual amount of taxes. It is further acknowledged that under the Idaho Code Sections 63-203, "Taxpayers Property Declaration", (personal property); 63-403, "New and Additional Assessments"; 63-3905, "Reporting", (newly constructed improvements), additional taxes may be levied. We further agree to hold ALLIANCE TITLE AND ESCROW Company harmless for any such pro-ration differences, or any additional taxes which may be levied. Taxes will be re-adjusted between the buyer and seller when actual tax statements become available and same is hereby agreed to by the signatories hereon.

WE HEREBY ACKNOWLEDGE RECEIPT OF THE ABOVE STATEMENT.

APPROVED and ACCEPTED

Gerald D. Herrick
GERALD D. HERRICK

Kathryn S. Herrick
KATHRYN S. HERRICK

MICROFILMED

JAN 15 2001

AMERICAN LAND TITLE CO., INC.

STATEMENT OF SETTLEMENT
Buyer's

Property Address: PTN OF SECTION 28-11-17 CHALLIS, ID 83226

Seller: GERALD D. HERRICK AND KATHRYN S. HERRICK

Purchaser: PAUL L. MAY AND SHARON L. MAY

Settlement Date: 09/15/97

Date of Proration: 09/15/97

RECEIVED

SEP 23 1997

Department of Water Resources
Southern Region

Legal Description:

SEE THE LEGAL ON THE COMMITMENT FOR TITLE INSURANCE

RECEIVED COPY
OCT 10 1997
Department of Water Resources
Southern Region

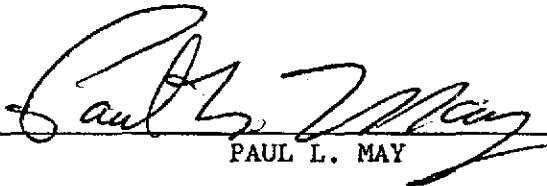
File No: 7-830-G

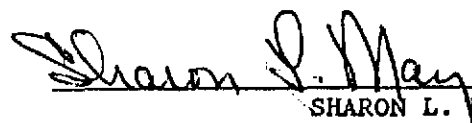
Description	Debit	Credit
Contract Sales Price	80,000.00	
Deposit or earnest money		500.00
New loan from		65,000.00
CURRENT TAXES 01/01/97 to 09/15/97		316.85
Settlement Fee to AMERICAN LAND TITLE CO., INC.	140.00	
CLERICAL	25.00	
EXPRESS FEES	11.00	
Recording Fees	9.00	
Sub-Totals	80,185.00	65,816.85
Balance due from Buyer		14,368.15
TOTALS	80,185.00	80,185.00

The 1997 taxes are pro-rated on the 1996 tax amount. The signatories herein, hereby acknowledge that there may be a difference between the amount of taxes pro-rated and the actual amount of taxes. It is further acknowledged that under the Idaho Code Sections 63-203, "Taxpayers Property Declaration", (personal property); 63-403, "New and Additional Assessments"; 63-3905, "Reporting", (newly constructed improvements), additional taxes may be levied. We further agree to hold ALLIANCE TITLE AND ESCROW Company harmless for any such pro-ration differences, or any additional taxes which may be levied. Taxes will be re-adjusted between the buyer and seller when actual tax statements become available and same is hereby agreed to by the signatories hereon.

WE HEREBY ACKNOWLEDGE RECEIPT OF THE ABOVE STATEMENT.

APPROVED and ACCEPTED


PAUL L. MAY


SHARON L. MAY

AMERICAN LAND TITLE CO., INC.

MICROFILMED
JAN 15 2004

ALLIANCE

TITLE & ESCROW CORP.

LETTER OF CLOSING INSTRUCTIONS TO ALLIANCE TITLE & ESCROW CO.

ESCROW NO. E-2534-LMS

DATE: September 15, 1997

COPY

We, the undersigned, herety instruct ALLIANCE TITLE & ESCROW hereinafter referred to as the "Closing Agent", when in receipt of all documents and monies as set out herein, to close this transaction according to the following instruction and information:

The parties have entered into a contract for the purchase and sale of the subject property entitled, SALE AGREEMENT dated AUGUST 22, 1997, hereinafter referred to as the contract. The closing agent is hereby instructed to close the transaction in accordance with the terms of the Contract as well as these instructions, HOWEVER, in the event the terms of the contract and the terms of these instructions shall conflict, the terms of these instructions shall control.

PROPERTY: PTN OF SECTION 28-11-17 CHALLIS, IDAHO

BUYER: PAUL L. MAY AND SHARON L. MAY

SELLER: GERALD D. HERRICK AND KATHRYN S. HERRICK

TERMS:

Sales Price \$ 80,000.00

Payable as follows:

Earnest Money Deposit	\$ <u>500.00</u>	held by <u>ALLIANCE TITLE & ESCROW</u>
Cash (approximate)	\$ <u>14,500.00</u>	
Assumption of	\$ _____	
approx. balance owing to	_____	
New Loan amount	\$ _____	from _____
Deed of Trust (Mortgage)	\$ <u>65,000.00</u>	
in favor of	<u>GERALD D & KATHRYN S HERRICK</u>	

In the event more than one deed of trust or mortgage is to be recorded in connection with this transaction, said liens shall be recorded in the following order of priority:

1st lien shall be in favor of _____ in the amount of \$ _____
2nd lien shall be in favor of _____ in the amount of \$ _____

In the event this transaction involves a new loan or assumption of existing loan, these instructions must conform to the instructions of that lender.



205 COURTHOUSE DRIVE • P.O. BOX 1169 • SALMON, ID 83467

PHONE 208.756.4231 • FAX 208.756.4232

JAN 15 2004

CLOSING DATE: September 15, 1997

The property taxes for 1997 shall be pro-rated on the basis of the 1996 tax assessed. If the amount assessed is not known, taxes shall be pro-rated on the estimate of \$ 450.00. The parties hereto acknowledge that there may be a difference between the amount of taxes pro-rated and the actual assessment levied. The parties further acknowledge that under Idaho Code Sections 63-403 and 8302203, and Title 63, Chapter 39 "New and Additional Assessments," "Adjustments of taxes by the Board of Commissioners," and "Tax on Newly Constructed and Occupied Residential and Commercial Structures," additional taxes may be levied. The parties hereto agree to promptly adjust any such difference between themselves. The "Closing Agent" shall not pro-rate any utility charges, unless specifically instructed to do so.

---	Attorney's Fees			
D	Closing Fee			
S	Title Insurance, Own Policy			
---	Title Insurance, Loan Policy			
---	Assumption Fee			
D	Escrow Set-up			
---	Survey			
S	Real Estate Commission of	6%	to	WAY OUT WEST REALTY
---	Real Estate Commission of	---	to	

HAZARD INSURANCE:

When closing agent has received all properly executed documents and all funds necessary for completion of the transaction and the Title Insurer is in a position to issue the type of policy(s) set out above, subject only to exceptions No. 1-8 as set out in their commitment or preliminary report dated SEPTEMBER 2, 1997, and their usual printed exceptions, the closing agent is hereby authorized to record or file all necessary documents and disburse funds deposited in accordance with the amounts shown on the closing statement. Minor adjustments may be made for additional interest due or delay in disbursing beyond the control of the closing agent, for which the respective party shall be given an accounting.

In the event this transaction does not close for any reason, the closing agent shall be entitled to reimbursement for any and all costs expended by it and shall be further entitled to an escrow cancellation fee not to exceed one half of the normal fee and the parties hereto agree to jointly and severally liable for same. Further, any earnest money deposited with the closing agent shall be refunded only upon written instructions from the parties hereto. EXCEPT that, in the event the earnest money has been deposited by the Broker, the closing agent is hereby authorized to refund same to the broker's trust account for his disposition to the parties and in the event the closing agent has incurred expenses in connection herewith, the closing agent shall be entitled to retain so much of the earnest money as it is entitled to hereunder for the reimbursement of said expenses. If for any reason funds are retained or remain in escrow after closing date, you are to deduct therefrom a reasonable monthly charge as custodian thereof not less than \$10.00 per month.

10/15/2004

The closing agent shall have no responsibility for compliance with any truth-in-lending, usuary or consumer protection laws of the United States or the State of Idaho.

The closing agent is directed to comply with the Instructions contained herein and the parties hereto agree to indemnify and hold harmless the closing agent from any all actions or losses related hereto other than failure to comply herewith including but not limited to any attorney's fees or costs incurred by the closing agent in defending itself in any such action.

Escrow Holder is to assume no responsibility or liability for the calculation, deduction, or any other act such as the withholding of funds and/or for the payment of taxes in compliance with the Foreign Investment in Real Property Tax Act as amended in 1984 (IRC 1445 et seq.) or any other Internal Revenue statute or regulation. The determination of whether such tax is due and its payment or withholding, if due, shall be handled by the parties outside of escrow. Escrow Holder has advised the parties to contact their attorney or tax advisor regarding the applicability of section 1445 to this transaction. Escrow Holder reserves the right to take any action it believes the law requires it to take, whether included within these instructions or not.

BY THEIR EXECUTION OF THESE INSTRUCTIONS, THE BUYER AND SELLER ACKNOWLEDGE THE FOLLOWING;

- 1) The closing agent is not acting as a representative or advocate of either party.
- 2) The documents prepared in connection with this transaction will affect the legal rights of the parties and the parties rights or interests in those documents may differ.
- 3) Any documents typed by the closing agent have been done so at our direction or the direction of our counsel.
- 4) The closing agent is not licensed to practice law and no legal advice--advice as to the content of the documents, nor the advice as to the merits of the transaction has been offered by the closing agent, and
- 5) THE CLOSING AGENT HAS ADVISED THE PARTIES HERETO TO SEEK THE ADVICE OF INDEPENDENT COUNSEL IF ANY PART OF THIS TRANSACTION IS NOT FULLY UNDERSTOOD.

ADDITIONAL INSTRUCTIONS:

- 1) No long term escrow collection has been set up for this closing. The payments will be made directly to Mr. and Mrs. Herrick, by Mr. and Mrs. May.

BUYER:

PAUL L. MAY

SHARON L. MAY

SELLER:

Gerald D. Herrick
GERALD D. HERRICK

Kathryn S. Herrick
KATHRYN S. HERRICK

ALLIANCE TITLE & ESCROW CO.

BY: Laurie M. Santee
LAURIE M. SANTEE

MICHO...

JAN 15 2004

The closing agent shall have no responsibility for compliance with any truth-in-lending, usuary or consumer protection laws of the United States or the State of Idaho.

The closing agent is directed to comply with the Instructions contained herein and the parties hereto agree to indemnify and hold harmless the closing agent from any all actions or losses related hereto other than failure to comply herewith including but not limited to any attorney's fees or costs incurred by the closing agent in defending itself in any such action.

Escrow Holder is to assume no responsibility or liability for the calculation, deduction, or any other act such as the withholding of funds and/or for the payment of taxes in compliance with the Foreign Investment in Real Property Tax Act as amended in 1984 (IRC 1445 et seq.) or any other Internal Revenue statute or regulation. The determination of whether such tax is due and its payment or withholding, if due, shall be handled by the parties outside of escrow. Escrow Holder has advised the parties to contact their attorney or tax advisor regarding the applicability of section 1445 to this transaction. Escrow Holder reserves the right to take any action it believes the law requires it to take, whether included within these instructions or not.

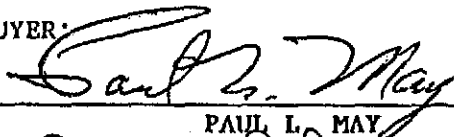
BY THEIR EXECUTION OF THESE INSTRUCTIONS, THE BUYER AND SELLER ACKNOWLEDGE THE FOLLOWING;

- 1) The closing agent is not acting as a representative or advocate of either party.
- 2) The documents prepared in connection with this transaction will affect the legal rights of the parties and the parties rights or interests in those documents may differ.
- 3) Any documents typed by the closing agent have been done so at our direction or the direction of our counsel.
- 4) The closing agent is not licensed to practice law and no legal advice--advice as to the content of the documents, nor the advice as to the merits of the transaction has been offered by the closing agent, and
- 5) THE CLOSING AGENT HAS ADVISED THE PARTIES HERETO TO SEEK THE ADVICE OF INDEPENDENT COUNSEL IF ANY PART OF THIS TRANSACTION IS NOT FULLY UNDERSTOOD.

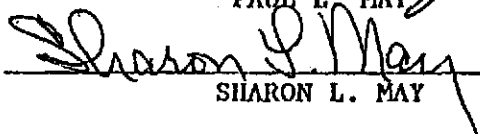
ADDITIONAL INSTRUCTIONS:

- 1) No long term escrow collection has been set up for this closing.
The payments will be made directly to Mr. and Mrs. Herrick, by
Mr. and Mrs. May.

BUYER:



PAUL L. MAY



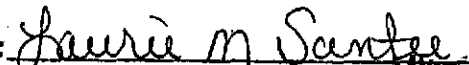
SHARON L. MAY

SELLER:

GERALD D. HERRICK

KATHRYN S. HERRICK

ALLIANCE TITLE & ESCROW CO.

BY: 
LAURIE M. SANTEE

JAN 4 5 2006

Warranty Deed

0214215

For Value Received

GERALD D. HERRICK AND KATHRYN S. HERRICK, husband and wife

the grantor s, do hereby grant, bargain, sell and convey unto

PAUL L. MAY AND SHARON L. MAY, husband and wife

whose current address is

805 EL PASO DR.
HEYBURN, ID 83336

the grantee S, the following described premises, in CUSTER County Idaho, to wit:

SEE THE ATTACHED EXHIBIT "A"

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 the y' r the owners in fee simple of said premises; that they are free from all incumbrances

and that the y will warrant and defend the same from all lawful claims whatsoever.

Dated: SEPTEMBER 10, 1997

Gerald D. Herrick
GERALD D. HERRICK

Kathryn S. Herrick
KATHRYN S. HERRICK

STATE OF IDAHO, COUNTY OF ADA
On this 10th day of SEPTEMBER, 1997
before me, a notary public in and for said State, personally appeared

GERALD D. HERRICK AND
KATHRYN S. HERRICK

known to me to be the persons whose name S are
they subscribed to the within instrument, and acknowledged to me that
they executed the same

Mary F. O'Neill
Notary Public
Residing at 215 Lowest St. Nampa, Idaho
Comm. Expires 10/15/2002

0214215
Custer County
Alliance Title and
Escrow
3:00 P
9-16 97
Cynthia J. Murphy
Notary Public
3:00 P

EXHIBIT "A"

A PARCEL OF LAND LYING IN THE SW1/4NE1/4 AND THE NW1/4SE1/4 IN SECTION 28, TOWNSHIP 11 NORTH, RANGE 17 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 21, 22, 27 AND 28, T. 11 N., R. 17 E., B.M., THENCE S. 00 DEGREES 05' 32" W. 1321.88 FEET TO THE NORTH 1/16 CORNER COMMON TO SECTION 28 AND 27;

THENCE N. 89 DEGREES 55' 15" W. 1319.69 FEET TO THE NE 1/16 CORNER OF SAID SECTION 28; THENCE N. 89 DEGREES 55' 15" W., 44.41 FEET TO A POINT ON THE CENTERLINE OF SQUAW CREEK ROAD;

THENCE SOUTHERLY ALONG THE CENTERLINE OF SQUAW CREEK ROAD THE FOLLOWING COURSES AND DISTANCES;

THENCE S. 18 DEGREES 20' 00" W., 831.35 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE LEFT 34.20 FEET, HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 03 DEGREES 55' 10" TANGENTS OF 17.11 FEET AND A CHORD WHICH BEARS S. 16 DEGREES 22' 25" W., 34.20 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE ALONG A CURVE TO THE LEFT 118.51 FEET, HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 13' 34" 50", TANGENTS OF 59.53 FEET AND A CHORD WHICH BEARS S. 07 DEGREES 37' 25" W., 118.23 FEET TO A POINT OF TANGENCY;

THENCE S. 00 DEGREES 50' 00" W., 390.81 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE LEFT 75.14 FEET, HAVING A RADIUS OF 500.00 FEET A CENTRAL ANGLE OF 08 DEGREES 36' 38", TANGENTS OF 37.64 FEET AND A CHORD OF WHICH BEARS S. 03 DEGREES 28' 19" E., 75.07 FEET TO A POINT ON A CURVE;

LEAVING THE CENTERLINE OF SQUAW CREEK ROAD;

THENCE S. 89 DEGREES 00' 00" W., 556.18 FEET TO A POINT;

THENCE N. 00 DEGREES 00' 00" W., 592.60 FEET TO A POINT;

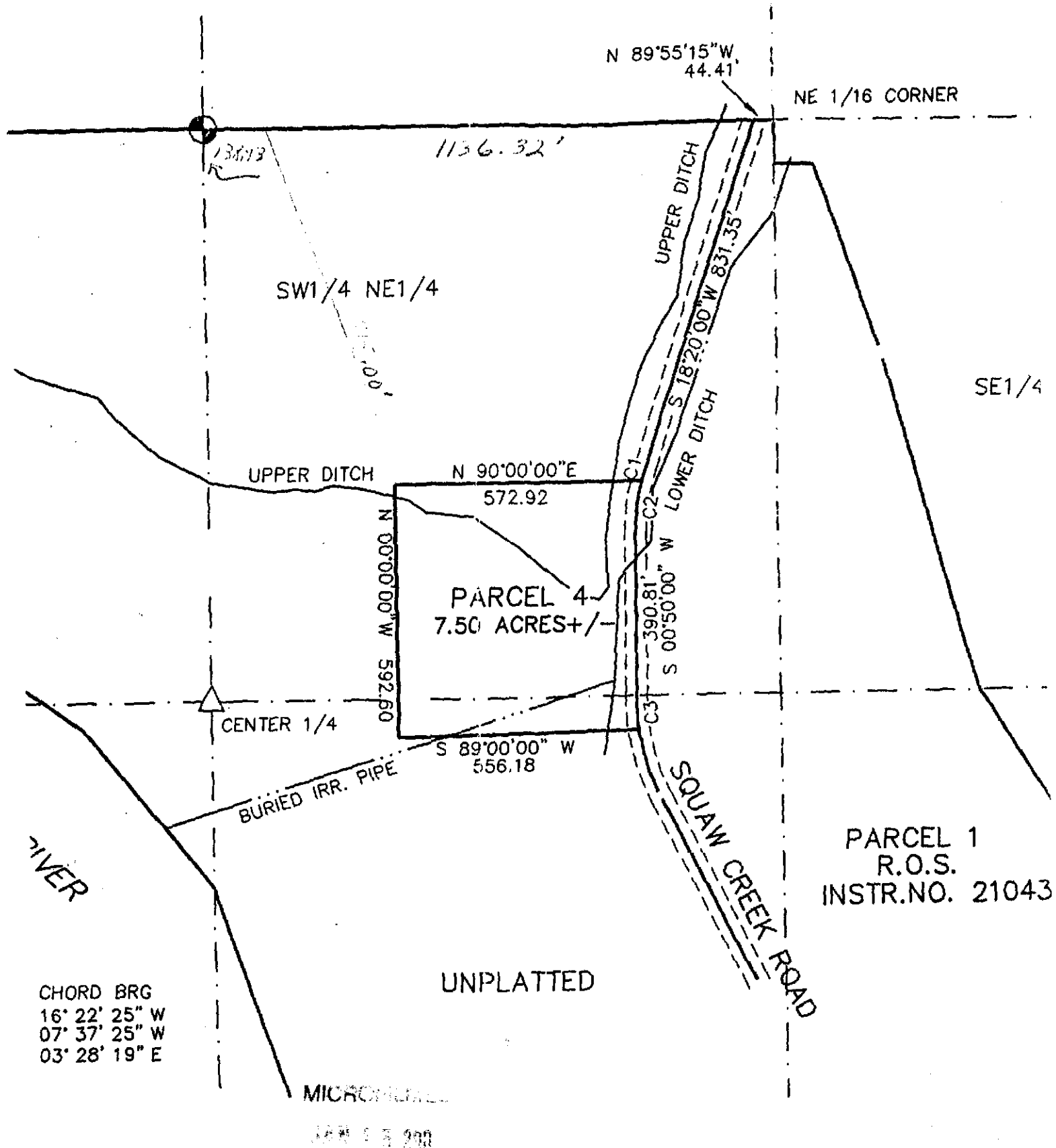
THENCE N. 90 DEGREES 00' 00" E., 57.92 FEET TO THE REAL POINT OF BEGINNING.

EXCEPTING THEREFROM ROAD RIGHT OF WAY FOR SQUAW CREEK ROAD ON THE EAST.

MICROFILMED

JAN 15 2003

ORD OF SURVEY, INSTR.NO. 210435 FOR ADDITION DATA OF RECORD



PLAT MAP

AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY
(10-17-92)

13 0044 106 00000423

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY, a Missouri 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, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Issued by:
ALLIANCE TITLE AND
ESCROW CORPORATION
205 COURTHOUSE DRIVE
SALMON, ID 83467
(208) 756-4231

CHICAGO TITLE INSURANCE COMPANY
By:

John R. ...
President

Steve R. Gott
Authorized Signatory
STEVEN R. GOTT
MICROFILM



By:
Thomas J. Adams
Secretary

JAN 25 2001

SCHEDULE A

OFFICE FILE NUMBER	POLICY NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE	PREMIUM AMOUNT
7-830-G	13 0044 106 00000423	SEPTEMBER 16, 1997 AT 3:00 P.M.	\$ 80,000.00	\$ 485.00

1. Name of Insured:

PAUL L. MAY AND SHARON L. MAY

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:

PAUL L. MAY AND SHARON L. MAY, HUSBAND AND WIFE

4. The land herein described is encumbered by the following mortgage or trust deed, and assignments:

A DEED OF TRUST DATED SEPTEMBER 15, 1997 BETWEEN PAUL L. MAY AND SHARON L. MAY, HUSBAND AND WIFE, AS GRANTORS, TO THE ALLIANCE TITLE & ESCROW CORP., AS TRUSTEE, FOR GERALD D. HERRICK AND KATHRYN S. HERRICK, HUSBAND AND WIFE, AS BENEFICIARY, IN THE AMOUNT OF \$65,000.00 RECORDED SEPTEMBER 16, 1997 AS INSTRUMENT NO. 214216, RECORDS OF CUSTER COUNTY, IDAHO.

and the mortgages or trust deeds, if any, shown in Schedule B hereof.

5. The land referred to in this Policy is described as follows:

SEE ATTACHED SCHEDULE A PAGE 2

MICROFILMED

JAN 15 2001

SCHEDULE A CONTINUED

A PARCEL OF LAND LYING IN THE SW1/4NE1/4 AND THE NW1/4SE1/4 IN SECTION 28, TOWNSHIP 11 NORTH, RANGE 17 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 21, 22, 27 AND 28, T. 11 N., R. 17 E., B.M., THENCE S. 00 DEGREES 05' 32" W. 1321.88 FEET TO THE NORTH 1/16 CORNER COMMON TO SECTION 28 AND 27;

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THENCE SOUTHERLY ALONG THE CENTERLINE OF SQUAW CREEK ROAD THE FOLLOWING COURSES AND DISTANCES;

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EXCEPTING THEREFROM ROAD RIGHT OF WAY FOR SQUAW CREEK ROAD ON THE EAST.

MICROFILMED

JAN 15 2006

SCHEDULE B

Policy Number: 13 0044 106 00000423

Owners

EXCEPTIONS FROM COVERAGE

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

General Exceptions:

- (1) Rights or claims of parties in possession not shown by the public records.
- (2) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
- (3) Easements, or claims of easements, not shown by the public records.
- (4) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- (5) (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
- (6) Taxes or special assessments which are not shown as existing liens by the 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.

Special Exceptions: The mortgage, if any, referred to in Item 4 of Schedule A.

7. General taxes for the year 1997 and subsequent years, which are an accruing lien, not yet due and payable. Liability for additional assessment and subsequent tax billing, if any, by any reason of improvements made to the insured premises subsequent to January 1, 1997.

8. A right of way for Squaw Creek road running along the easterly boundary of the above described property, an easement for a ditch right of way and an easement for a buried pipeline as shown on record of survey being unrecorded at this time.


Authorized Signatory

STEVEN R. GOTT

SCHEDULE B (STANDARD COVERAGE)

Owners Form

Reorder Form No. 9128 (Rev. 12/91)

Schedule B of this Policy consists of 1 pages.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

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

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

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

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

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

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

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

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

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

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

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

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

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

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

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

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

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

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of any of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

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

(i) the Amount of Insurance stated in Schedule A; or
(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

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

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

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

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

8. APPORTIONMENT

If the land described in Schedule A 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 the Company at the issuing office or to:

Chicago Title Insurance Company
Claims Department
171 North Clark Street
Chicago, Illinois 60601-3204

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report 72-16641

WATER RIGHT NUMBER: 72-16641

<u>Owner Type</u>	<u>Name and Address</u>
Previous Owner	KATHRYN S HERRICK
Previous Owner	GERALD D HERRICK 2027 SILVER CREEK LN BOISE, ID 83706 (208) 336-8719
Current Owner	PAUL L MAY
Current Owner	SHARON L MAY 805 EL PASO DR HEYBURN, ID 83336 (208) 678-1312

Priority Date: 08/24/1886

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
SQUAW CREEK	SALMON RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	04/01 to 10/31	0.170 CFS	
	<u>Total Diversion:</u>	0.170 CFS	

Location of Point(s) of Diversion

SQUAW CREEK	NE1/4NW1/4NE1/4	Sec. 28, Twp 11N, Rge 17E, B.M.
CUSTER County		
SQUAW CREEK	SW1/4NE1/4NE1/4	Sec. 28, Twp 11N, Rge 17E, B.M.
CUSTER County		

Place of UseIRRIGATION Within CUSTER County

T11N R17E S28 SWNE 2.8 T11N R17E S28 Lot 4 NWSE 0.9

Total Acres: 3.7

Comments:

1. kwalker 9/29/2003 Ownership Change
Comment: Rights 72-16640 and 72-16641 are the results of a split of Right 72-00134A by an ownership change.

Dates and Other Information:

Decreed Date: 11/17/2000

MICROFILMED

JAN 15 2004



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

September 30, 2003

PAUL L MAY
SHARON L MAY
805 EL PASO DR
HEYBURN ID 83336

RE: Change of Ownership for Water Rights 72-16641, 72-16643 and 72-10279

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water rights to you. The department has modified its records to reflect the changes in ownership and has enclosed computer-generated report for your records.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

for 
Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosures

MICROFILMED

JAN 5 5 2004

SPLIT REVIEW:

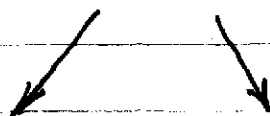
{ 72-16497A
72-134 A
72-4157
72-10279

11/27/01
SCC

72-134 A

100 AC.

4.5 cfs



HERRICK

96.3 AC.

4.33 cfs

kw (72-16640)

MAY

3.7 AC.

0.17 cfs

(0.045 cfs/AC)

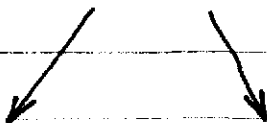
(72-16641) kw a/ba

TOTAL
Combined Limits:
100 AC = 10.34 cfs
= 0.10 cfs/AC
Duty of water

72-16497 A

100 AC.

2.60 cfs



HERRICK

96.3 AC

2.50 cfs

kw (72-16642)

MAY

3.7 AC

0.10 cfs (0.026 cfs/AC)

(72-16643) kw

(72-10279
Domestic sold
TO MAY
done
a/ba kw)

72-4157 - (NO SPLIT TO OCCUR, < 1 AC overlap) NO RIVER WATER TO MAY POLL.

HERRICK RIGHTS: Limit Acres to 96.3 AC
(Combined Limits) Limit cfs to 10.07 cfs

No Combined flow limit w/ May Rights (< duty of water at 0.10 cfs/ac.)
Acre Limit 3.7 AC.