Form 42-248 (42-1409b) Rev. 6/22

RECEIVED
JAN 04 2023
IDWR / NORTH

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "*Yes*" in the "*Split?*" column. If the water right is leased to the Water Supply Bank, check "*Yes*". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
85-4213	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Charles J. McCollister aka McCollister Trust
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Gary Cooper Jane Cooper
   New owner(s) as listed on the conveyance document Name connector ☐ **and** ■ **or**

509 South 19th — Mailing address
Pocatello — City
ID — State
83201 — Zip
208-251-9145 — Telephone
gary@cooper-larsen.com — Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
   - ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
   - ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: March 7, 2022.

6. Do you own the land identified as the water right place of use? Yes ■ No ☐
   - If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.

7. This form must be signed and submitted with the following **REQUIRED** items:
   - ■ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
   - ■ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
   - ■ Filing fee (see instructions for further explanation):
     - $25 per *undivided* water right.
     - $100 per *split* water right.
     - No fee is required for pending adjudication claims.
   - ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
   - ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: Gary L Cooper — Signature of new owner/claimant; Title, if applicable; 12/31/2022 — Date
   GARY L. COOPER — Print name

   Signature: Jane R Cooper — Signature of new owner/claimant; Title, if applicable; 12/31/2022 — Date
   JANE R. COOPER — Print name

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For IDWR Office Use Only:

Receipted by LA Date 1-4-2023 Receipt No. N042186 Receipt Amt. 25.00

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by _____ Processed by NS Date 1-30-23

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

RIGHT NUMBER: 85-4213

NAME AND ADDRESS: CHARLES J MC COLLISTER
917 TAMARACK DR
LEWISTON ID 83501-4773

SOURCE: SPRING — TRIBUTARY: CLEARWATER RIVER
UNNAMED STREAM — TRIBUTARY: CLEARWATER RIVER

QUANTITY: 0.090 CFS

The quantity of water under this right for domestic and stockwater uses shall not exceed 13,000 gallons per day.

PRIORITY DATE: 01/01/1927

POINT OF DIVERSION: T36N R01E S4 NWNWNW Lot 4 Within CLEARWATER County

T36N R01E S5 NENENE Lot 1 Within CLEARWATER County

T37N R01E S32 SESESE Lot 1 Within CLEARWATER County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
DOMESTIC	1/01 12/31	0.040 CFS
IRRIGATION	3/15 11/15	0.030 CFS
STOCKWATER	1/01 12/31	0.020 CFS

PLACE OF USE:

IRRIGATION Within CLEARWATER County

T37N R01E S32 Lot 1 SESE 1.0

STOCKWATER Within CLEARWATER County

T36N R01E S04 Lot 4 NWNW — T36N R01E S05 Lot 1 NENE

DOMESTIC Within CLEARWATER County

T37N R01E S32 Lot 1 SESE

1 ACRES TOTAL

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

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

The quantity of water decreed for this water right for domestic use and stockwater use is not a determination of historical beneficial use.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

SOURCE IS ALSO KNOWN AS MARKSBURY CREEK.

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JAN 30 2023

IDAHO DEPARTMENT OF WATER RESOURCES

WATER RIGHT REPORT

12/31/2022

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 85-4213

Owner Type	Name and Address
Current Owner	CHARLES J MC COLLISTER 917 TAMARACK DR LEWISTON, ID 83501-4773

Priority Date: 01/01/1927

Basis: Decreed

Status: Active

Source	Tributary
SPRING	CLEARWATER RIVER
UNNAMED STREAM	CLEARWATER RIVER

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	3/15	11/15	0.03 CFS	
STOCKWATER	1/01	12/31	0.02 CFS	
DOMESTIC	1/01	12/31	0.04 CFS	
Total Diversion			0.09 CFS	

Location of Point(s) of Diversion:

SPRING	NWNWNW Lt 4	Sec. 04	Township 36N	Range 01E	CLEARWATER County
UNNAMED STREAM	NENENE Lt 1	Sec. 05	Township 36N	Range 01E	CLEARWATER County
SPRING	SESESE Lt 1	Sec. 32	Township 37N	Range 01E	CLEARWATER County

Place(s) of use:

Place of Use Legal Description: STOCKWATER CLEARWATER County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
36N	01E	4	4	NWNW										
		5	1	NENE										

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Place of Use Legal Description: IRRIGATION CLEARWATER County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
37N	01E	32	1	SESE	1									

Place of Use Legal Description: DOMESTIC CLEARWATER County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
37N	01E	32	1	SESE										

Total Acres: 1

Conditions of Approval:

1. B01 SOURCE IS ALSO KNOWN AS MARKSBURY CREEK.
2. N09 The quantity of water decreed for this water right for domestic use and stockwater use is not a determination of historical beneficial use.
3. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
4. N14 The quantity of water under this right for domestic and stockwater uses shall not exceed 13,000 gallons per day.

Dates:

Licensed Date:

Decreed Date: 08/18/2005

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number: NWD

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

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JAN 30 2023

Old Case Number:

Decree Plantiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

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JAN 30 2023

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AUG 12 1997
NORTHERN REGION
IDWR

Form 238-7
3/95

IDAHO DEPARTMENT OF WATER RESOURCES
POSTED
WELL DRILLER'S REPORT
Use Typewriter or Ballpoint Pen

096773

Office Use Only
Inspected by _____
Twp____ Rge____ Sec____
____1/4 ____1/4 ____1/4
Lat: : : Long: : :

1. DRILLING PERMIT NO. 83-97-N-4
Other IDWR No. _____

2. OWNER:
Name McCollister Trust
Address Box 2257
City Orofino State ID Zip 83544

3. LOCATION OF WELL by legal description:
Sketch map location must agree with written location.

N / W / E / S

Twp. 37 North ☒ or South ☐
Rge. 1 East ☒ or West ☐
Sec. 32, NE (10 acres) 1/4 NE (40 acres) 1/4 ____ (160 acres) 1/4
Gov't Lot ____ County Clearwater
Lat: : : Long: : :
Address of Well Site Lower Bobbit Bench Road HWY. 12 City Orofino
(Give at least name of road + Distance to Road or Landmark)

Lt. _____ Blk. _____ Sub. Name _____

4. USE:
☒ Domestic ☐ Municipal ☐ Monitor ☐ Irrigation
☐ Thermal ☐ Injection ☐ Other _____

5. TYPE OF WORK check all that apply (Replacement etc.)
☒ New Well ☐ Modify ☐ Abandonment ☐ Other _____

6. DRILL METHOD
☒ Air Rotary ☐ Cable ☐ Mud Rotary ☐ Other _____

7. SEALING PROCEDURES

SEAL/FILTER PACK Material	From	To	AMOUNT Sacks or Pounds	METHOD
Bentonite	0	40	750	Dry

Was drive shoe used? ☒ Y ☐ N Shoe Depth(s) 57'
Was drive shoe seal tested? ☒ Y ☐ N How? Air

8. CASING/LINER:

Diameter	From	To	Gauge	Material	Casing	Liner	Welded	Threaded
8"	-2	57	0250	Steel	☒	☐	☐	☐
					☐	☐	☐	☐
					☐	☐	☐	☐

Length of Headpipe _____ Length of Tailpipe _____

9. PERFORATIONS/SCREENS
☒ Perforations Method Slotted
☐ Screens Screen Type _____

From	To	Slot Size	Number	Diameter	Material	Casing	Liner
420	380	3/16	60	6"	PVC	☐	☒
						☐	☐
						☐	☐

10. STATIC WATER LEVEL OR ARTESIAN PRESSURE:
430 ft. below ground Artesian pressure _____ lb.
Depth flow encountered 50 ft. Describe access port or control devices: _____

NENE 32 37N 1E

11. WELL TESTS:
☐ Pump ☐ Bailer ☒ Air ☐ Flowing Artesian

Yield gal./min.	Drawdown	Pumping Level	Time
1			

Water Temp. 56° Bottom hole temp. _____
Water Quality test or comments: Good
_____ Depth first Water Encountered _____

12. LITHOLOGIC LOG: (Describe repairs or abandonment)

Bore Dia.	From	To	Remarks: Lithology, Water Quality & Temperature	Water Y	Water N
10	0	34	Sandy Clay		X
10	34	56	Gravel and sand		X
8"	56	100	Decomposed Granite		X
8	100	180	Black Green Granite		X
8	180	185	Black Brown Granite	X	
8	185	250	Black Green Granite		X
8	250	252	Black Green Brown		X
8	252	405	Black Green Granite		X
8	405	410	Brown Green Granite	X	
8	410	430	Black Green Granite		

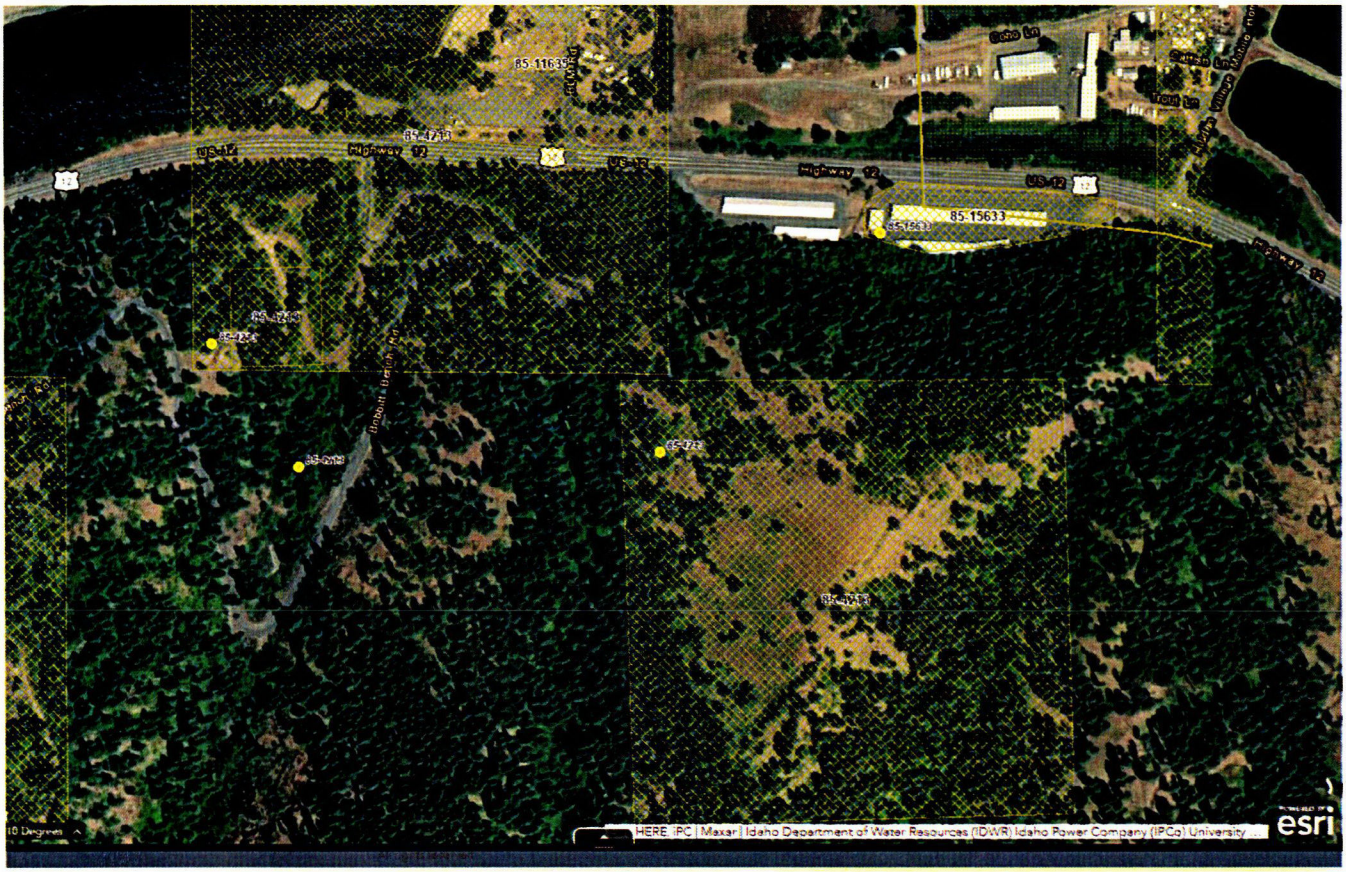
Completed Depth 430' (Measurable)
Date: Started 8-4-97 Completed 8-6-97

13. DRILLER'S CERTIFICATION
I/We certify that all minimum well construction standards were complied with at the time the rig was removed.

Firm Name JRU Well Drilling Firm No. 539
Firm Official Jim Nelling Date 8-10-97
and
Supervisor or Operator _____ Date _____
(Sign once if Firm Official & Operator)

FOR YARD, WHITE COPY TO WATER RESOURCES

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JAN 30 2023



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JAN 30 2023

State of Idaho
Department of Water Resources

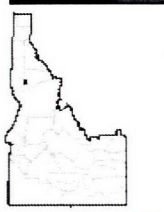
Water Right

85-4213

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.





0 0.0175 0.035 0.07 0.105 0.14
Miles

Legend
- Place of Use Boundary
- Townships
- PLS Sections
- Quarter Quarters

N

Date created: 5/29/2022

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JAN 30 2023

242844

Instrument # 242844
CLEARWATER COUNTY , OROFINO, IDAHO
3-7-2022 04:56:56 PM No. of Pages: 3
Recorded for : CLEARWATER COUNTY LAND TITLE
CARRIE BIRD Fee: 15.00
Ex-Officio Recorder Deputy K. Haag
Index to: DEED, WARRANTY

WARRANTY DEED

II

Pat L. Pabst, Trustee of the Pat L. Pabst Family Trust, hereinafter called the Grantor, in and for good and valuable consideration, the receipt of which is hereby acknowledged, do hereby GRANT, CONVEY, and WARRANT to Gary L. Cooper and Jane R. Cooper, husband and wife, whose address is 509 South 19th, Pocatello ID 83201, herein after called Grantee, all right, title and interest in the following described real property:

SITUATE IN THE COUNTY OF CLEARWATER, STATE OF IDAHO, to-wit:

PARCEL 1:
Government Lot 4, Section 4, Township 36 North, Range 1 East, Boise Meridian.

PARCEL 2:
That part of Government Lot 1, Section 32, Township 37 North, Range 1 East, Boise Meridian, situated South of the South right-of-way line of US Highway 12 and West of the county Road known as the Bobbitt Bench Road.

TOGETHER WITH a parcel of land situate in Government Lot 2, Section 32, Township 37 North, Range 1 East, Boise Meridian, Clearwater County, State of Idaho, more particularly described as follows:
Commencing at a found iron pipe marking the Southeast corner of said Section 32, from which a found aluminum cap monument marking the South 1/4 corner of said Section 32 bears South 89°27'33" West a distance of 2636.29 feet; thence, along the South boundary line of said Section 32, South 89°27'33" West a distance of 1318.15 feet to a set 21/2" diameter aluminum cap monument marking the Southeast corner of said Government Lot 2, said point being the True Point of Beginning; thence, continuing along said South boundary line, South 89°27'33" West a distance of 71.29 feet to a set 5/8" diameter by 30" long rebar with a PLS 11593 plastic cap; thence, leaving said South boundary line, North 01°09'20" West a distance of 428.85 feet to a set 5/8" diameter by 30" long rebar with a PLS 11593 plastic cap located on the South right-of-way line of State Highway 12; thence, along said right-of-way line, North 80°33'14" East a distance of 72.04 feet to a point; thence, leaving said right-of-way line, South 01°09'20" East a distance of 440.00 feet to a point to a set 21/2" diameter aluminum cap monument marking the Southeast corner of said Government Lot 2, said point being the True Point of Beginning.

PARCEL 3:
All of Government Lot 1, Section 5, Township 36 North, Range 1 East, Boise Meridian, Clearwater County, State of Idaho

SCANNED
JAN 30 2023

TOGETHER WITH that portion of Government Lot 2, Section 32, Township 37 North, Range 1 East, Boise Meridian, Clearwater County, State of Idaho, more particularly described as follows:
That portion of Government Lot 2 which lies south of Bobbitt Bench Road

SUBJECT TO: Rights of the public in and to that portion of said premises lying within Bobbitt Bench Road.

SUBJECT TO: RIGHT-OF-WAY DEED STATE HIGHWAY recorded February 10, 1920 in Book 19 of Deeds, Page 353.

SUBJECT TO: RESTRICTIONS as disclosed in WARRANTY DEED, recorded December 9, 1965 in Book 58 of Deeds, Page 116.

SUBJECT TO: RESERVATIONS AND RESTRICTIONS as disclosed in QUITCLAIM DEED recorded January 5, 1966 in Book 58 of Deeds, Page 185.

SUBJECT TO: EASEMENT by and between Charles J. McCollister and W. June McCollister, husband and wife and the State of Idaho, recorded December 29, 1967 in Book 62 of Deeds, Page 423.

SUBJECT TO: All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded November 23, 2009 as Instrument Number 213095, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604©).

TO HAVE AND TO HOLD the said premises with their appurtenances, unto the said Grantee and to the Grantee's heirs and assigns forever. The Grantor does hereby covenant to and with the Grantee, that the described real property is free from all encumbrances, except as above described, and that Grantor will warranty and forever defend the title thereto against all lawful claims and demands whatsoever.

DATED this 7 day of March, 2022.

Pat L Pabst

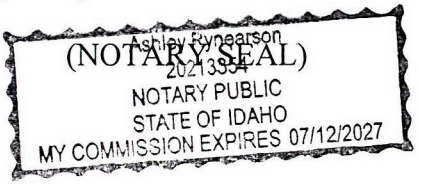
PAT L. PABST, TRUSTEE OF THE
PAT L. PABST FAMILY TRUST

SCANNED
JAN 30 2023

STATE OF IDAHO)
) **ss.**
County of Clearwater)

On this 7th day of March, 2022, before me, the undersigned Notary Public, personally appeared Pat L. Pabst, Trustee of the Pat L. Pabst Family Trust, known or identified to me to be the person who executed the within instrument and acknowledged to me that he/she/they executed the same on behalf of said Pat L. Pabst Family Trust.

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



NOTARY PUBLIC FOR IDAHO
Commission expires: 07/12/2027

SCANNED
JAN 30 2023

242845

Instrument # 242845
CLEARWATER COUNTY , OROFINO, IDAHO
3-7-2022 05:16:39 PM No. of Pages: 2
Recorded for : CLEARWATER COUNTY LAND TITLE
CARRIE BIRD Fee: 15.00
Ex-Officio Recorder Deputy K. Haag
Index to: DEED, WARRANTY

WARRANTY DEED

Patty L. Pabst and Rob R. Pabst, wife and husband, hereinafter called the Grantor, in and for good and valuable consideration, the receipt of which is hereby acknowledged, do hereby GRANT, CONVEY, and WARRANT to Gary L. Cooper and Jane R. Cooper, husband and wife, whose address is 509 South 19th, Pocatello ID 83201, herein after called Grantee, all right, title and interest in the following described real property:

SITUATE IN THE COUNTY OF CLEARWATER, STATE OF IDAHO, to-wit:

PARCEL 4:

A part of Government Lot 1, Section 32, Township 37 North, Range 1 East, Boise Meridian, Clearwater County, State of Idaho, more particularly described as follows:
That part of Government Lot 1, Section 32, Township 37 North, situated South of the South right-of-way line of US Highway 12 and East of the county road known as the Bobbitt Bench Road

TOGETHER WITH that portion of Government Lot 2, Section 32, Township 37 North, Range 1 East, Boise Meridian, Clearwater County, State of Idaho, more particularly described as follows:
That portion of Government Lot 2 which lies south of Bobbitt Bench Road

SUBJECT TO: Rights of the public in and to that portion of said premises lying within Bobbitt Bench Road.

SUBJECT TO: RIGHT-OF-WAY DEED STATE HIGHWAY recorded February 10, 1920 in Book 19 of Deeds, Page 353.

SUBJECT TO: RESTRICTIONS as disclosed in WARRANTY DEED, recorded December 9, 1965 in Book 58 of Deeds, Page 116.

SUBJECT TO: RESERVATIONS AND RESTRICTIONS as disclosed in QUITCLAIM DEED recorded January 5, 1966 in Book 58 of Deeds, Page 185.

SUBJECT TO: EASEMENT by and between Charles J. McCollister and W. June McCollister, husband and wife and the State of Idaho, recorded December 29, 1967 in Book 62 of Deeds, Page 423.

SUBJECT TO: All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of

SCANNED
JAN 30 2023

Survey recorded November 23, 2009 as Instrument Number 213095, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604©).

TO HAVE AND TO HOLD the said premises with their appurtenances, unto the said Grantee and to the Grantee's heirs and assigns forever. The Grantor does hereby covenant to and with the Grantee, that the described real property is free from all encumbrances, except as above described, and that Grantor will warranty and forever defend the title thereto against all lawful claims and demands whatsoever.

DATED this 7 day of March, 2022.

Patty L Pabst
PATTY L. PABST

Rob R. Pabst
ROB R. PABST

STATE OF IDAHO)
) **ss.**
County of Clearwater)

On this 7th day of March, 2022, before me, the undersigned Notary Public, personally appeared PATTY L. PABST and ROB R. PABST, husband and wife, known or identified to me to be the person who executed the within instrument and acknowledged to me that he/she/they executed the same on behalf of said Pat L. Pabst Family Trust.

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

(NOTARY SEAL)
Ashley Ringearson
20213354
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 07/12/2027

Ashley Ringearson
NOTARY PUBLIC FOR IDAHO
Commission expires: 07/12/2027

SCANNED
JAN 30 2023

First American Title™	Owner's Policy of Title Insurance
	ISSUED BY **First American Title Insurance Company**
Owner's Policy	POLICY NUMBER **5011400-3383161e**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

For Reference:

File #: T33031

Issued By:

Clearwater County Land Title Company, Inc.
131 Michigan Avenue / P.O. Box 749
Orofino, ID 83544

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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JAN 30 2023

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection
   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
      (i) the occupancy, use, or enjoyment of the Land;
      (ii) the character, dimensions, or location of any improvement erected on the Land;
      (iii) the subdivision of land; or
      (iv) environmental protection;
      or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

SCANNED
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1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any

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appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

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

6. DUTY OF INSURED CLAIMANT TO COOPERATE

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

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

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

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

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

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

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

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

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

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

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

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the

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Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

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

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

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

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

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

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.**

SCANNED
JAN 30 2023

First American Title™	Owner's Policy of Title Insurance
	ISSUED BY **First American Title Insurance Company**
Schedule A	POLICY NUMBER **5011400-3383161e**

Name and Address of Title Insurance Company: **FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California 92707**

File No.: T33031

Address Reference: TBD Bobbit Bench, Orofino, ID 83544

Amount of Insurance: $475,000.00

Premium: $1,759.00

Date of Policy: March 7, 2022 at 04:56 PM

1. Name of Insured:

   Gary L. Cooper and Jane R. Cooper, Husband and Wife

2. The estate or interest in the Land that is insured by this policy is:

   Fee Simple

3. Title is vested in:

   Gary L. Cooper Jane R. Cooper, Husband and Wife

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

   SEE EXHIBIT A ATTACHED HERETO

Authorized Signature or Signatory
(This Schedule A valid only when Schedule B is attached)

SCANNED
JAN 30 2023

First American Title	Owner's Policy of Title Insurance
	ISSUED BY **First American Title Insurance Company**
Schedule B	POLICY NUMBER **5011400-3383161e**

File No.: T33031

EXCEPTIONS FROM COVERAGE

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

PART ONE:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

2. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.

3. Easements, claims of easement or encumbrances which are not shown by the public records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in 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. Any liens, or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

PART TWO:

1. Paragraphs 1 and 2 of the Exclusions from Coverage are expressly extended to include those laws, ordinances or regulations of an Indian tribe or nation.

2. Public Records as defined in this Policy do not include records of an Indian tribe or nation, or any other repository of Indian Land Records, including, but not limited to the Bureau of Indian Affairs Land Titles and Records Office.

3. 2022 taxes are an accruing lien, not due or payable until the fourth Monday in November of the current year, the first one-half of which is not delinquent until after December 20 of the current year.

4. Rights of the public in and to that portion of said premises lying within Bobbitt Bench Road.

5. RIGHT-OF-WAY DEED STATE HIGHWAY recorded February 10, 1920 in Book 19 of Deeds, Page 353.

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SCHEDULE B
(Continued)

6. RESTRICTIONS as disclosed in WARRANTY DEED, recorded December 9, 1965 in Book 58 of Deeds, Page 116.

7. RESERVATIONS AND RESTRICTIONS as disclosed in QUITCLAIM DEED recorded January 5, 1966 in Book 58 of Deeds, Page 185.

8. EASEMENT by and between Charles J. McCollister and W. June McCollister, husband and wife and the State of Idaho, recorded December 29, 1967 in Book 62 of Deeds, Page 423.

9. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded November 23, 2009 as Instrument Number 213095, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

SCANNED
JAN 30 2020

First American Title	Owner's Policy of Title Insurance
	ISSUED BY **First American Title Insurance Company**
Exhibit A	POLICY NUMBER **5011400-3383161e**

File No.: T33031

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF CLEARWATER, STATE OF IDAHO, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:
Government Lot 4, Section 4, Township 36 North, Range 1 East, Boise Meridian.

PARCEL 2:
That part of Government Lot 1, Section 32, Township 37 North, Range 1 East, Boise Meridian, situated South of the South right-of-way line of US Highway 12 and West of the county Road known as the Bobbitt Bench Road.

TOGETHER WITH a parcel of land situate in Government Lot 2, Section 32, Township 37 North, Range 1 East, Boise Meridian, Clearwater County, State of Idaho, more particularly described as follows:
Commencing at a found iron pipe marking the Southeast corner of said Section 32, from which a found aluminum cap monument marking the South 1/4 corner of said Section 32 bears South 89°27'33" West a distance of 2636.29 feet; thence, along the South boundary line of said Section 32, South 89°27'33" West a distance of 1318.15 feet to a set 21/2" diameter aluminum cap monument marking the Southeast corner of said Government Lot 2, said point being the True Point of Beginning; thence, continuing along said South boundary line, South 89°27'33" West a distance of 71.29 feet to a set 5/8" diameter by 30" long rebar with a PLS 11593 plastic cap; thence, leaving said South boundary line, North 01°09'20" West a distance of 428.85 feet to a set 5/8" diameter by 30" long rebar with a PLS 11593 plastic cap located on the South right-of-way line of State Highway 12; thence, along said right-of-way line, North 80°33'14" East a distance of 72.04 feet to a point; thence, leaving said right-of-way line, South 01°09'20" East a distance of 440.00 feet to a point to a set 21/2" diameter aluminum cap monument marking the Southeast corner of said Government Lot 2, said point being the True Point of Beginning.

PARCEL 3:
All of Government Lot 1, Section 5, Township 36 North, Range 1 East, Boise Meridian, Clearwater County, State of Idaho

TOGETHER WITH that portion of Government Lot 2, Section 32, Township 37 North, Range 1 East, Boise Meridian, Clearwater County, State of Idaho, more particularly described as follows:
That portion of Government Lot 2 which lies south of Bobbitt Bench Road

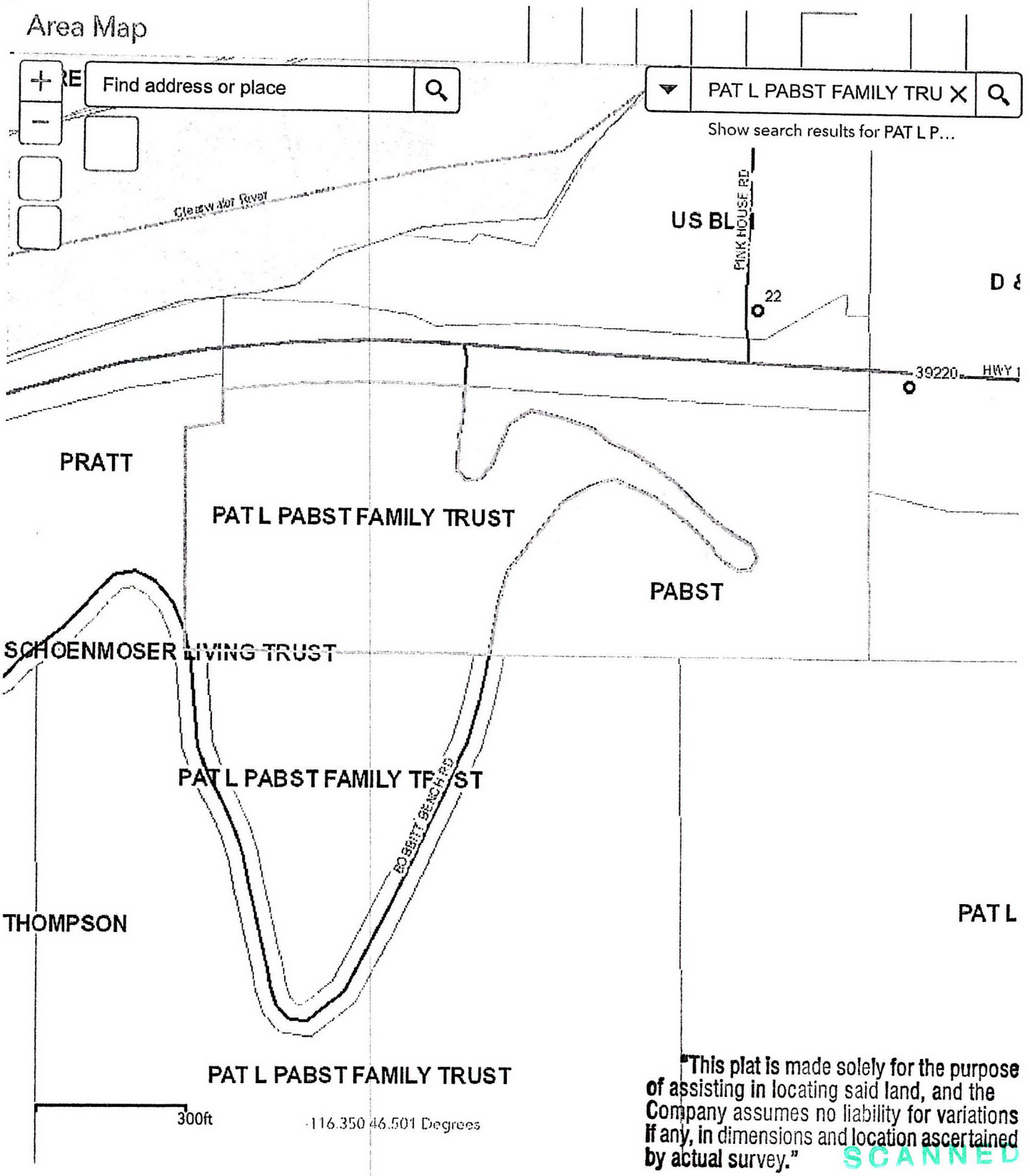
PARCEL 4:
A part of Government Lot 1, Section 32, Township 37 North, Range 1 East, Boise Meridian, Clearwater County, State of Idaho, more particularly described as follows:
That part of Government Lot 1, Section 32, Township 37 North, situated South of the South right-of-way line of US Highway 12 and East of the county road known as the Bobbitt Bench Road.

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Clearwater County

Region Election Planning E911

Area Map



"This plat is made solely for the purpose of assisting in locating said land, and the Company assumes no liability for variations if any, in dimensions and location ascertained by actual survey."

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JAN 30 2023

IDAHO DEPARTMENT OF
WATER RESOURCES

Northern Region • 7600 N Mineral Drive, Suite 100 • Coeur D'Alene, ID 83815-7763
Phone: 208-762-2800 • Fax: 208-762-2819 • Email: northerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

January 30, 2023

GARY L COOPER
JANE R COOPER
509 S 19TH AVE
POCATELLO ID 83201-3462

Re: Change in Ownership for Water Right No(s): 85-4213

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 762-2813.

Sincerely,

Natalie Steading

Natalie Steading
Tech Records Specialist 1

Enclosure(s)

SCANNED
JAN 30 2023