

11/18/2003

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 23-59
NAME AND ADDRESS: CO-MORE DEVELOPMENT INC
3920 E SUNNYSIDE
IDAHO FALLS ID 83406

SOURCE: SNAKE RIVER
POINT OF INJECTION INTO AND

QUANTITY: 1.200 CFS
USE OF THIS RIGHT WITH RIGHT NO. 23-60 IS LIMITED TO A TOTAL COMBINED
DIVERSION RATE OF 1.42 CFS.

PRIORITY DATE: 05/01/1890

POINT OF DIVERSION:

T01N R44E S35 SESESW Lot 6 Rediversion Within BONNEVILLE County
T01N R44E S35 SESESW Lot 7 Injection Within BONNEVILLE County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE
IRRIGATION

PERIOD OF USE
04/15 10/31

QUANTITY
1.200 CFS

PLACE OF USE:

IRRIGATION Within BONNEVILLE County

T01N R44E S34 Lot 5 SENE 4.8
T01N R44E S35 NWSW 5.3
T01N R44E S35 Lot 7 SESW 14.0

T01N R44E S35 Lot 6 NESW 38.0
T01N R44E S35 Lot 2 NWSW 8.9

71 ACRES TOTAL

USE OF THIS RIGHT WITH RIGHT NO. 23-60 IS LIMITED TO THE IRRIGATION
OF A COMBINED TOTAL OF 71.0 ACRES IN A SINGLE IRRIGATION SEASON.

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 60.0 ACRES WITHIN THE
PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

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

DIVERSION OF WATER UNDER THIS RIGHT IS LIMITED TO THOSE TIMES
WHEN WATER IS AVAILABLE FROM YEAMAN CREEK FOR DIVERSION
UNDER THE PRIORITY OF THIS RIGHT AT THE ORIGINAL POINT OF
DIVERSION IN T1N, R44E, SEC. 35 SESW (LOT 7). WATER DIVERTED
UNDER THIS RIGHT IS EXCHANGED BY INJECTING WATER DIVERTED
UNDER THIS RIGHT INTO SNAKE RIVER AT THE POINT OF INJECTION
DESCRIBED ABOVE, AND DIVERTING AN EQUAL AMOUNT FROM SNAKE
RIVER AT THE POINT OF REDIVERSION DESCRIBED ABOVE.

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

EXPLANATORY MATERIAL: Decreed

11/18/2003

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

SOURCE DECREED AS PORCUPINE CREEK. USGS NOW RECOGNIZES
SOURCE AS YEAMAN CREEK.

RIGHT INCLUDES ACCOMPLISHED CHANGE IN SOURCE PURSUANT TO
SECTION 42-1425, IDAHO CODE.

RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION
PURSUANT TO SECTION 42-1425, IDAHO CODE.

RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT
TO SECTION 42-1425, IDAHO CODE.

RIGHT NO. 23-60 IS ALSO DIVERTED THROUGH POINT OF DIVERSION
DESCRIBED ABOVE.

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A23-00059
Date Received: 6/29/1989
Receipt No: E009324
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

310-831-1978

1. Name: ASBJORN ROSTAD
Address: 1120 N MEYLER ST
SAN PEDRO CA

90731

2. Date of Priority: MAY 1, 1890

3. Source: YEAMAN CREEK
SNAKE RIVER, SOUTH FORK

Trib. to: SNAKE RIVER, SOUTH FORK
SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
01N	44E	35		6	BONNEVILLE
				7	BONNEVILLE

5. Description of diverting works:
PUMP IN RIVER FOR SPRINKLER IRR., DITCHES FOR FLOOD IRR.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	1.200		

7. Total Quantity Appropriated is:
1.200 C.F.S. (and/or)

A.F.A.

8. Total consumptive use is

215.0 Acre Feet Per Annum.

9. Non-irrigation uses:
N/A

10. Place of Use:

Township	Range	Section
01N	44E	34

1/4 of 1/4

Lot 5

Use Acres
IRR 9.0
NOV 07 1996

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	9.0
		35		2	IRR	9.0
				6	IRR	37.0
				7	IRR	26.0
					IRR	5.0
			NW	SW		
					Section Acres	77.0
					Total Acres	86.0

11. Place of use in counties: BONNEVILLE

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
A23-00060

14. Remarks:

THIS CLAIM IS BASED ON WATER DISTRICT 01 RECORDS. WATER FROM YEAMAN CREEK IS DELIVERED FROM PUMP IN SNAKE RIVER UNTIL YEAMAN CREEK IS NO LONGER TRIB. TO SNAKE RIVER. STORAGE WATER FROM PALISADES RESERVOIR IS USED FROM THAT POINT ON. CLAIMANT ALSO USES SMALL DITCH SYSTEM TO DIVERT DIRECTLY FROM YEAMAN CREEK TO IRRIGATE ~10 ACRES. FIVE ACRES LISTED AS PLACE OF USE IN NWSW SEC 35, T1N, R44E IS LEASED FROM USDA FOREST SERVICE.
** MEMO TO THE FILE: 06/29/89 PRM.
* SOURCE WAS ORIGINALLY LISTED AS PORCUPINE CREEK. UNABLE TO
* FIND THIS NAME ON USGS MAP. CLAIMANT INDICATED THAT THIS
* MAY HAVE BEEN A LOCAL NAME FOR YEAMAN CREEK. THIS SEEMS TO
* MATCH THE WATER DISTRICT RECORDS.
CHANGED OWNERSHIP 10/17/96/JT/GT

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

REXBURG IRR. CO. ET AL
Decree Plaintiff

TETON IRRIGATION CANAL CO. ET
Decree Defendant

vs

Date: 10/17/96

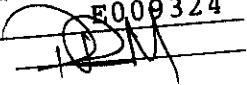
MICROFILMED

NOV 0 / 1996

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A23-00059
Date Received: 6/29/1989
Receipt No: E009324
Received By: 

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: ROY LYMAN CUSHMAN
Address: P. O. BOX 196
IRWIN, ID

OR
Name: JOYCE E. CUSHMAN
Address: P. O. BOX 196
IRWIN, ID

2. Date of Priority: MAY 01, 1890

3. Source: YEAMAN CREEK
SNAKE RIVER, SOUTH FORK

4. Point of Diversion:

Township Range Section
01N 44E 35

1/4 of 1/4 of 1/4

Lot
6
7

County
BONNEVILLE
BONNEVILLE

5. Description of diverting works:
PUMP IN RIVER FOR SPRINKLER IRR., DITCHES FOR FLOOD IRR.

6. Water is used for the following purposes:

Purpose
IRRIGATION

From To
04/01 11/01

C.F.S. (or) A.F.A.
1.200

7. Total Quantity Appropriated is:
1.200 C.F.S. (and/or)

A.F.A.

8. Total consumptive use is

215.0 Acre Feet Per Annum.

9. Non-irrigation uses:
N/A

Date: 06/29/89

Page

1

A23-00059

208-483-2872

83428

208-483-2872

83428

Trib. to: SNAKE RIVER, SOUTH 1
SNAKE RIVER

A2300059



MICROFILM
NOV 07 199

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
01N	44E	34		5	IRR	9.0
				Section Acres		9.0
		35		2	IRR	9.0
				6	IRR	37.0
				7	IRR	26.0
					IRR	5.0
			NW	SW		
				Section Acres		77.0
				Total Acres		86.0

11. Place of use in counties: BONNEVILLE

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
A23-00060

14. Remarks:

THIS CLAIM IS BASED ON WATER DISTRICT 01 RECORDS. WATER FROM YEAMAN CREEK IS DELIVERED FROM PUMP IN SNAKE RIVER UNTIL YEAMAN CREEK IS NO LONGER TRIB. TO SNAKE RIVER. STORAGE WATER FROM PALISADES RESERVOIR IS USED FROM THAT POINT ON. CLAIMANT ALSO USES SMALL DITCH SYSTEM TO DIVERT DIRECTLY FROM YEAMAN CREEK TO IRRIGATE ~10 ACRES. FIVE ACRES LISTED AS PLACE OF USE IN NWSW SEC 35, T1N, R44E IS LEASED FROM USDA FOREST SERVICE.

15. Basis of Claim: DECREEED

Case Number:

Court :

Decree date:

REXBURG IRR. CO. ET AL
Decree Plaintiff

vs

TETON IRRIGATION CANAL CO. ET
Decree Defendant

A23-00059

Page

2

Date: 06/29 89

MICROFILME

NOV 07 1992

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not ☒ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): Roy Lyman Gushman Date: 6/29/89

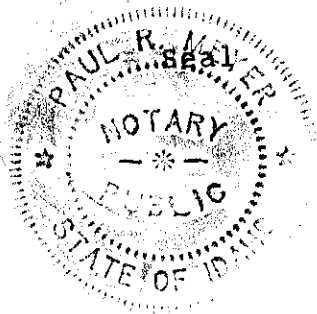
Date: _____

State of Idaho)
County of BONNEVILLE) SS.

Subscribed and sworn (or affirmed) before me this 29 day
of JUNE 19 89

[Signature]
Notary Public

Residing at 1000 Falls
My Commission Expires 9-12-94



04/03/2002

Contacts Data Entry Form

Water Right No. 23-00059

Owner Type _____ Full Name _____ Address _____ City _____ State _____ Zip _____ Phone _____

Current Owner CO-Mtana Government

Name connector: and _____, or _____, and/or _____

Current Owner % FILED 1/27/99 (ATTACHED)

Current Owner _____

Representing Attorney: _____ Phone Number: _____

Accompanied By: _____ Phone Number: _____

Relationship to Claimant: _____

Date of Field Exam: _____ Time: _____

Directions to Property (if different from above) and/or update owner information:

1) DECREED UNDER REXBURG PUMP CO. VS TETON PUMP CO., 1910,
AS #84, TO M.D. YEAMAN, MAY 1, 1890 FROM PERCIPINE CK
WAS PUMP ON RIVER. OK FOR STORAGE WATER. NO FLOW TO
MONTHLY YEAMAN CK. TO RIVER

ACCORDING TO LYLE SWANK AND TONY CRANFORD, WDOI, THIS PUMPING
FROM THE RIVER AS AN EXCHANGE OF BOTH DGBR CK AND YEAMAN CK
HAS BEEN RECOGNIZED (AS CK WATER IS RARE) SINCE 1978.

SEE NEXT PAGE FOR EXCHANGE LANGUAGES -

8/19/03 FB: AL RUGGARY & NICK OLSON: WALKED YEAMAN CK NO
TRACE OF ANY TYPE OF DIVERSION OR CONVEYANCE WAS FOUND.

FB INDICATED: POD (DISCUSSION OF DITCH OFF YEAMAN CK TO
≈ 10 AC AND PUMP FROM Snake River), POD'S & CONVEYANCE

Reviewer: _____

Date: _____

EXCHANGE LANGUAGE
 AND AC/Q limits w/
 PALISADES STORAGE SHEDS
 Apply
 CHADICE IS ON THE
 EXCHANGE LANGUAGE -

AND DOOR CROOK

NO DITCH

Priority Date Data Entry Form

Claim Number: _____

Water Right Priority Date: _____

Water Right Basis: _____

Claimed Priority Date: MAY 01, 1890Claimed Basis: DECREESRecommended Priority Date: 5/01/1890Recommended Basis: DECREES☐ Use Claimed Priority Date and Basis as Recommended Priority Date and Basis

Document the evidence submitted/reviewed for the priority date claimed, include your analysis of the evidence:

MATCHES DECREES

THIS EXCHANGE PRACTICE OF PUMPING WATER FROM THE SNAKE RIVER, IN-LIEU
OF A DIVERSION OFF YAMAN CK, IS AN ESTABLISHED PRACTICE. HOWEVER, THIS
EXCHANGE IS ONLY AUTHORIZED WHEN SUFFICIENT WATERS OF YAMAN CK ARE
AVAILABLE AT THE CONJUNCTION WITH THE SNAKE RIVER TO FILL THIS RIGHT.

REMARK

Reviewer: _____

Date: _____

04/03/2002

IDWR Field Exam Form

Point of Diversion and Source Data Entry Form

Claim Number: _____ County: _____
 Water Right Point of Diversion: T _____, R _____, Sec. _____, _____, _____, _____
 Source: _____ Tributary: _____ County: BONNI.
 Claimed Point of Diversion: T 1N, R 44E, Sec. 35, 46, 47, _____
 Source: Yeamann ck / Snake River Fork Tributary: Snake Riv. Fork
 Recommended Point of Diversion: T _____, R _____, Sec. _____, _____, _____, _____
 Source: _____ Tributary: _____ County: _____

Use Claimed POD and Source as Recommended POD and Source

Twp	Rge	Sec	Gov Lot	QQQ of QQ of Q	County	Source
GPS Coordinates: _____	_____	_____	_____	_____	_____	_____
GPS Coordinates: _____	_____	_____	_____	_____	_____	_____
GPS Coordinates: _____	_____	_____	_____	_____	_____	_____
GPS Coordinates: _____	_____	_____	_____	_____	_____	_____
GPS Coordinates: _____	_____	_____	_____	_____	_____	_____
GPS Coordinates: _____	_____	_____	_____	_____	_____	_____
GPS Coordinates: _____	_____	_____	_____	_____	_____	_____

Other rights from this POD? _____

Document how the POD and Source were verified and/or Pump and Motor data:

* GPS POD's: A0009502 SEE RESURVEY FOR LOT #3 (attached) CP3
SOURCE ORIGINALLY DEEMED PORCUPINE, NOW CLAIMED AS YEAMANN CK. CP2 FROM DOW
SOURCE RECOGNIZED BY RESURVEY (DEPT. INTERIOR) AS
YEAMANN CK.
Q1- DELIVERY OF RIVER PART? PER TONY - YES.
HOW DOES THIS RIGHT WORK? EXCHANGE PRACTICE SINCE 1978.
 * ALSO HAS PALISADOS STORAGE WATON?

Transfers Changing POD _____ Date: _____

Reviewer: _____

Motor: WESTINGHOUSE, 20 HP, MODEL ABDP, S# 297

Pump: BROOKHURST, MODEL 200 PM, 317/107001

Remarks /
 Availability Remarks

Claim Number:

number: _____

Use Claimed POU as Recommended POU

Claimed Place of Use

Claimed Place of Birth	County
Twp Rge Sec	QA Q
IN 44E 34	BONNI
35	

Lot Num	Acres
---------	-------

Purpose of Use

Total Acres 860

Recommended Place of Use

Twp	Rge	Sec	QA	Q
1N	44E	35	NW	SW

County

Lot Num	Acres
---------	-------

Purpose of Use

* note.

Total Acres 712 GIS

Document how the POU was verified:

Document how the POU was verified:

SOME QUESTION ABOUT FORFEITURE - THIS RIGHT 'MAY' NOT
HAVE BEEN DELIVERED - AT LEAST RE: THE TWR. → IT'S OK
ESTABLISHED PRACTICE OF EXCHANGES SINCE 1978, ACCORDING TO WDOJ PERSONNEL

UCDA-1585

ESTABLISHED:

NOTE 1. Apparently this SAC is LEASED from USDA-USFS

Transfers Changing POU

Date:

Reviewer:

04/03/2002

IDWR Field Exam Form

Period of Use and Quantity Data Entry Form

Claim Number: _____

___ Use Claimed Period of Use and Quantity as Recommended Period of Use and Quantity

Water Right Period of Use and Diversion Rate	Start	End	Rate	Volume
Water Use				

Overall Diversion Rate _____ Overall Diversion Volume _____

Claimed Period of Use and Diversion Rate	Start	End	Rate	Volume
Water Use				
<i>Permit</i>	<i>4/1</i>	<i>11/1</i>	<i>1.2</i>	

Overall Diversion Rate _____ Overall Diversion Volume _____

Recommended Period of Use and Diversion Rate	Start	End	Rate	Volume
Water Use				
<i>Permit</i>	<i>4/15</i>	<i>10/31</i>	<i>1.2</i>	

Overall Diversion Rate *1.2* Overall Diversion Volume _____

Document how the Period of Use and/or Diversion Rate were verified:

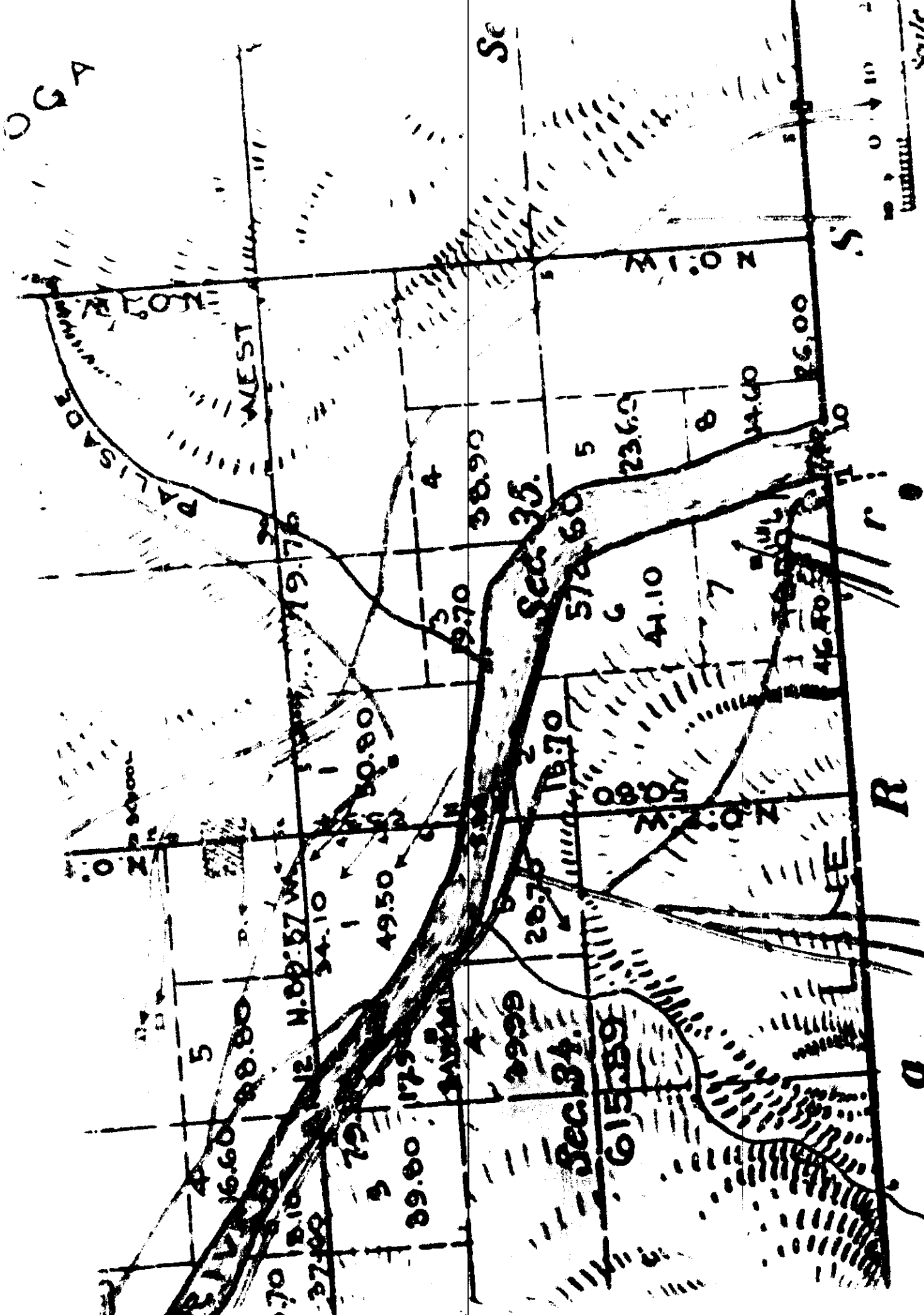
DEPT STD FOR SQU - DISCUSS @ 1.20 cfs
Limits to 60ac = PPL w/ 60

Remark:
Combined Use
Limits of Data C
23-00060.

Reviewer: _____

Date: _____

OGA



Surveyed Dec 7/1878



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, Idaho 83402-1718 - (208) 525-7161- Fax (208) 525-7177

EASTERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

February 16, 1999

CO-MORE DEVELOPMENT INC
3920 E SUNNYSIDE
IDAHO FALLS ID 83406

RE: NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP
NOTICE OF CLAIM TO A WATER RIGHT A23-00059,
A23-00060

Dear Sir:

The request for Change of Water Right Ownership concerning the above-referenced Notice of Claim has been processed and the Department's records updated to reflect you as the new claimant.

The enclosed report shows this change along with the elements of the water right being claimed. Please review this report and contact this office if there are corrections or questions.

Please keep this report for your records.

Respectfully yours,

Jennifer Hoagland
Technical Records Specialist

Enclosure

RECEIVED

JAN 27 1999

Department of Water Resources
Eastern Region

OK SVH 2-2-99

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES
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 Number(s) 23-00059 and 23-00060
 Adjudication Claim Number(s) A23-00059 and A23-00060
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 on file with the county).
 OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant(s): Asbjorn S. Rostad and Barbara K. Rostad
9950 North Hauser View Road
Post Falls, Idaho 83854
4. New Owner/Claimant(s) Co-More Development, Incorporated
 Name connector (check one): ☐ AND ☐ OR, ☐ AND/OR
 New Mailing Address: 3920 East Sunnyside
 City, State and ZIP Code: Idaho Falls, Idaho 83406
 New Telephone Number: (208) 522-3309
5. Date you acquired the property 1/22/99
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.

The former owner has retained 6.00 acres of the land formerly irrigated under the two rights. The legal description of the land retained is shown on Exhibit "A" attached hereto. Of the total of 86 acres listed in the SRBA claims, former owners have 6 in the SENE¼ of Section 34, Township 1 North, Range 44 East, which they will continue to irrigate with the following portions of each right: 23-00059 — .08 cfs; 23-00060 — .08 cfs. The balance of said rights go to the new owner and will remain appurtenant to the rest of the land which has been sold to said new owner.

Number of acres actually irrigated _____ Number and type of stock _____
Diversion rate in CFS _____ Number of homes _____ Other uses _____

Cubic Feet per second

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/Claimant(s): CO-MORE DEVELOPMENT, INCORPORATED

By: _____

Its: _____

Date: _____

(Corporations or other organizations must submit list of directors/officers demonstrating authority to sign form.)

8. For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attached a Notice of Appearance completed by your attorney.

AGREEMENT

THIS AGREEMENT is made and entered into as of the 21 day of January, 1999, by and between **ASBJORN S. ROSTAD and BARBARA K. ROSTAD**, husband and wife ("Seller") and **CO-MORE DEVELOPMENT, INCORPORATED**, an Idaho corporation ("Buyer").

RECITALS

A. Seller and Buyer have previously entered into a Purchase and Sale Agreement dated October 15, 1998, which has been amended pursuant to Amendment Agreements executed by Seller and Buyer. Such Purchase and Sale Agreement as amended is hereinafter referred to as the "Purchase and Sale Agreement". In accordance with the terms and provisions of the Purchase and Sale Agreement, Seller is simultaneously with the execution of this Agreement selling and conveying to Buyer the following described property (the "Comore Property"):

Lot 5 in Section 34, and Lots 2, 6 and 7 in Section 35, all in Township 1 North, Range 44, East of the Boise Meridian, Bonneville County, Idaho.

TOGETHER WITH 240 shares of stock from Palisades Water Association

AND EXCEPTING THEREFROM the

Monumented East ¼ Corner of Section 34, Township 1 North, Range 44 East of the Boise Meridian; thence N. 89°48'05" W, along the South line of Government Lot 5 a distance of 1324.02 feet to the Monumented Southwest Corner of said Government Lot 5; thence N. 00°00'50" E. along the West line of said Government Lot 5 a distance of 627.94 feet to the TRUE POINT OF BEGINNING; running thence along the centerline of Deer Creek the following nine (9) courses: N. 48°30'35" E. 67.86 feet; thence N. 83°57'34" E. 48.17 feet; thence N. 26°41'24" E. 125.57 feet; thence N. 60°35'14" E. 35.54 feet; thence N. 06°01'56" E. 59.51 feet; thence N. 42°04'48" E. 98.12 feet; thence N. 10°32'52" E. 46.81 feet; thence N. 71°05'51" E. 63.42

1 - Seller
1 - Seller
1 - Buyer
Copy Rostad agent

centerline S. 60°53'34" E. 77.71 feet to a point of curve with a radius of 160.14 feet and a chord bearing S. 38°04'27" E. 124.21 feet; thence to the right along said curve 127.55 feet through a central angle of 45°38'14"; thence S 15°15'20" E. 134.56 feet to a point of curve with a radius of 280.20 feet and a chord bearing S. 21°10'57" E. 57.87 feet; thence to the left along said curve 57.97 feet through a central angle of 11°51'14"; thence S. 33°18'38" W. 554.99 feet; thence N. 89°02'04" W. 241.96 feet to said West line of Government Lot 5; thence N. 00°00'50" E. along said West line 367.94 feet to the TRUE POINT OF BEGINNING.

B. Seller is retaining title to the following described property (the "Rostad Property"):

Beginning at the Monumented East ¼ Corner of Section 34, Township 1 North, Range 44 East of the Boise Meridian; running thence N. 89°48'05" W, along the South line of Government Lot 5 a distance of 1324.02 feet to the Monumented Southwest Corner of said Government Lot 5; thence N. 00°00'50" E. along the West line of said Government Lot 5 a distance of 627.94 feet to the TRUE POINT OF BEGINNING; running thence along the centerline of Deer Creek the following nine (9) courses: N. 48°30'35" E. 67.86 feet; thence N. 83°57'34" E. 48.17 feet; thence N. 26°41'24" E. 125.57 feet; thence N. 60°35'14" E. 35.54 feet; thence N. 06°01'56" E. 59.51 feet; thence N. 42°04'48" E. 98.12 feet; thence N. 10°32'52" E. 46.81 feet; thence N. 71°05'51" E. 63.42 feet; thence N. 30°10'36" E. 38.06 feet; thence leaving said centerline S. 60°53'34" E. 77.71 feet to a point of curve with a radius of 160.14 feet and a chord bearing S. 38°04'27" E. 124.21 feet; thence to the right along said curve 127.55 feet through a central angle of 45°38'14"; thence S 15°15'20" E. 134.56 feet to a point of curve with a radius of 280.20 feet and a chord bearing S. 21°10'57" E. 57.87 feet; thence to the left along said curve 57.97 feet through a central angle of 11°51'14"; thence S. 33°18'38" W. 554.99 feet; thence N. 89°02'04" W. 241.96 feet to said West line of Government Lot 5; thence N. 00°00'50" E.

along said West line 367.94 feet to the TRUE POINT OF BEGINNING.

C. Buyer anticipates creating a subdivision through the recording of a subdivision plat (the "Plat") which encompasses both the Rostad Property and the Comore Property. Seller has agreed to cooperate in the recording of the Plat pursuant to the terms and conditions hereinafter set forth.

D. Buyer has agreed to provide to Seller a roadway which provides access to the Rostad Property pursuant to the terms and conditions hereinafter set forth.

A G R E E M E N T

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. Paragraph 3.2 of the Purchase and Sale Agreement sets forth certain criteria for the Plat which is to be recorded by Buyer. Provided that the Plat complies with such criteria, Seller agrees to execute the Plat and take whatever other action may reasonably be required of Seller in order for Buyer to record the Plat.

2. Attached hereto as Exhibit "A" is a portion of the Plat which Buyer intends to record. The Rostad Property is outlined in red on Exhibit "A". The property outlined in yellow on Exhibit "A" is hereinafter referred to as the "Road Property". The property outlined in green on Exhibit "A" is hereinafter referred to as the "Easement Property" and is particularly described as follows, to-wit:

Beginning at the Monumented East $\frac{1}{4}$ Corner of Section 34, Township 1 North, Range 44 East of the Boise Meridian; running thence N. $89^{\circ}48'05''$ W. along the South line of Government Lot 5 a distance of 1324.02 feet to the Monumented Southwest Corner of said Government Lot 5; thence N. $00^{\circ}00'50''$ E. along the West line of said Government Lot 5 a distance of 260.00 feet; thence S. $89^{\circ}02'04''$ E. 241.96 feet; thence N. $33^{\circ}18'38''$ E. 402.94 feet to the TRUE POINT OF BEGINNING; running thence N. $33^{\circ}18'38''$ E. 38.54 feet; thence N. $84^{\circ}25'15''$ E. 127.06 feet to a point on a curve with a radius of 280.20 feet and a chord that bears S. $53^{\circ}09'10''$ E. 44.47 feet; thence to the left along said curve 44.52 feet through

a central angle of $09^{\circ}06'09''$; thence S. $84^{\circ}25'15''$ W. 184.08 feet to the TRUE POINT OF BEGINNING.

3. Buyer agrees that the Plat when recorded shall contain appropriate language which dedicates the Easement Property as a means of ingress to and egress from both the Rostad Property and Lot 3, Block 1, shown on Exhibit "A".

4. If the Plat is recorded, the Road Property will be dedicated for public usage and the Easement Property will be dedicated as a means of ingress to and egress from the Rostad Property. If the Plat is not recorded as aforesaid by January 30, 2000, Buyer agrees to immediately thereafter execute and record whatever documentation may be required in order to convey to Seller easement rights across the Road Property and the Easement Property to be used as a means of ingress to and egress from the Rostad Property.

5. On or before January 30, 2000, Buyer agrees at Buyer's own cost and expense to construct a roadway across the Road Property and Easement Property which complies with the following terms and conditions:

A. The Road Property and Easement Property will be excavated and graded in such a manner to construct thereon a roadway which is at least fourteen (14) feet wide and which may reasonably be used for vehicular access. The roadway constructed on the Easement Property shall connect to the roadway constructed on the Road Property. Such roadway shall have placed thereon approximately twelve (12) inches of pit run base gravel and approximately four (4) inches of surface gravel which such surface gravel shall be of a like-quality which can reasonably be generated or crushed from the rock taken from the Rostad Property or the Comore Property.

B. In order to create a reasonable elevation grade for the roadway, the ground will be lowered approximately five (5) feet at the point where the roadway intersects the east boundary of the Rostad Property. In addition, in order to level out the elevation for the roadway as it continues on across the Rostad Property, Buyer will continue to remove rock and soil and create the appropriate grade across approximately one-hundred fifty (150) feet of the Rostad Property along an existing dugway. The dirt and rock removed from the Rostad Property shall be used if necessary to fill in any ravines or low spots for the roadway on the Easement Property.

6. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

7. Should either party default in the performance of any of the covenants or agreements contained herein, such defaulting party shall pay to the other party all costs and expenses, including but not limited to, a reasonable attorney fee, including such fees on appeal, which the offended party may incur in enforcing this Agreement or in pursuing any remedy allowed by law for breach hereof, whether such is incurred by the filing of suit or otherwise.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

Asbjorn S. Rostad
Asbjorn S. Rostad

Barbara K. Rostad
Barbara K. Rostad

COMORE DEVELOPMENT, INC.

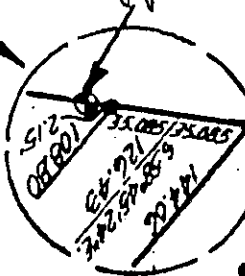
By: [Signature]
Its: P. R.

G:\WP\DATA\CAI\7660\2COM0115.AGR:jhl

Exhibit "A"

Beginning at the Monumented East $\frac{1}{4}$ Corner of Section 34, Township 1 North, Range 44 East of the Boise Meridian; running thence N. $89^{\circ}48'05''$ W, along the South line of Government Lot 5 a distance of 1324.02 feet to the Monumented Southwest Corner of said Government Lot 5; thence N. $00^{\circ}00'50''$ E. along the West line of said Government Lot 5 a distance of 627.94 feet to the TRUE POINT OF BEGINNING; running thence along the centerline of Deer Creek the following nine (9) courses: N. $48^{\circ}30'35''$ E. 67.86 feet; thence N. $83^{\circ}57'34''$ E. 48.17 feet; thence N. $26^{\circ}41'24''$ E. 125.57 feet; thence N. $60^{\circ}35'14''$ E. 35.54 feet; thence N. $06^{\circ}01'56''$ E. 59.51 feet; thence N. $42^{\circ}04'48''$ E. 98.12 feet; thence N. $10^{\circ}32'52''$ E. 46.81 feet; thence N. $71^{\circ}05'51''$ E. 63.42 feet; thence N. $30^{\circ}10'36''$ E. 38.06 feet; thence leaving said centerline S. $60^{\circ}53'34''$ E. 77.71 feet to a point of curve with a radius of 160.14 feet and a chord bearing S. $38^{\circ}04'27''$ E. 124.21 feet; thence to the right along said curve 127.55 feet through a central angle of $45^{\circ}38'14''$; thence S $15^{\circ}15'20''$ E. 134.56 feet to a point of curve with a radius of 280.20 feet and a chord bearing S. $21^{\circ}10'57''$ E. 57.87 feet; thence to the left along said curve 57.97 feet through a central angle of $11^{\circ}51'14''$; thence S. $33^{\circ}18'38''$ W. 554.99 feet; thence N. $89^{\circ}02'04''$ W. 241.96 feet to said West line of Government Lot 5; thence N. $00^{\circ}00'50''$ E. along said West line 367.94 feet to the TRUE POINT OF BEGINNING.

WITNESS COPIES TO
SPECIAL AGENT IN CHARGE
AND 3rd 1968 B.L.M. REASS CAMP
C.P.F. BY L.S. 8795
INSTR. NO. 984804



Snake River Road
N. 60° 33' 34\"/>

SCALE
1\"/>

LYING IN LOT 5, SECTION 34

BONNEVILLE

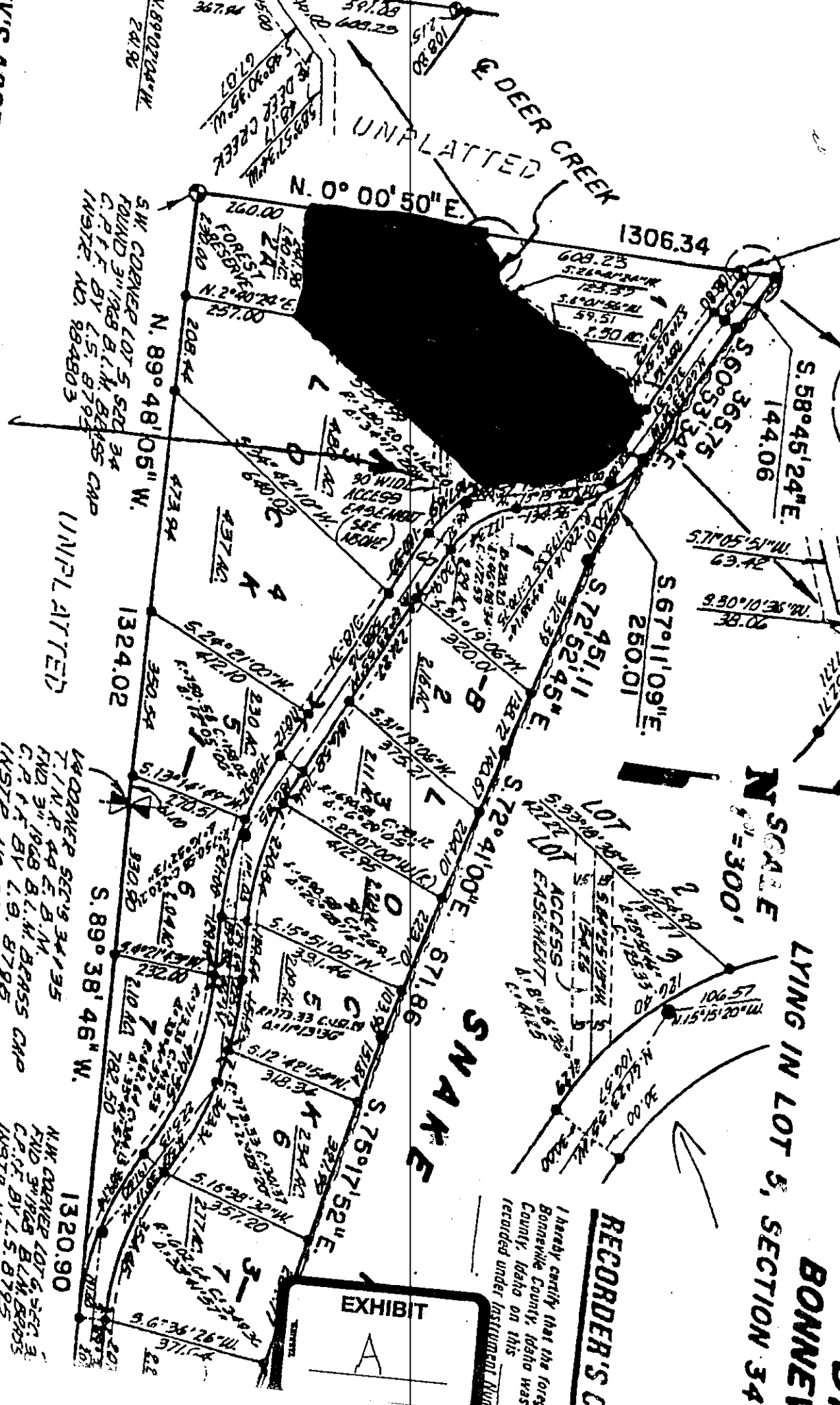
RECORDER'S CE

I hereby certify that the foregoing is a true and correct copy of the original as recorded under Instrument Number

EXHIBIT

A

DEER CREEK
UNPLATTED
N. 0° 00' 50\"/>



UNPLATTED

LEGEND & NOTES

TY'S ACCEPTANCE

WITNESS COPIES TO
SPECIAL AGENT IN CHARGE
AND 3rd 1968 B.L.M. REASS CAMP
C.P.F. BY L.S. 8795
INSTR. NO. 984802

WITNESS COPIES TO
SPECIAL AGENT IN CHARGE
AND 3rd 1968 B.L.M. REASS CAMP
C.P.F. BY L.S. 8795
INSTR. NO. 984801

1-14530
987664

MORTGAGE

THIS MORTGAGE, made and entered into as of the 22nd day of January, 1999, between **CO-MORE DEVELOPMENT, INCORPORATED**, an Idaho corporation, hereinafter called "Mortgagor", and **ASBJORN S. ROSTAD and BARBARA K. ROSTAD**, husband and wife, hereinafter called "Mortgagee".

WITNESSETH:

Mortgagor by these presents does grant, bargain, sell, convey, transfer, assign, mortgage, pledge, warrant and confirm unto the Mortgagee, and their successors and assigns, forever, all the property ("the Mortgaged Property") lying and being in the County of Bonneville, State of Idaho, and particularly described as follows, to-wit:

Lot 5 in Section 34, and Lots 2, 6 and 7 in Section 35, all in Township 1 North, Range 44, East of the Boise Meridian, Bonneville County, Idaho.

TOGETHER WITH 240 shares of stock from Palisades Water User's Association

ALSO EXCEPTING THEREFROM the following:

Beginning at the Monumented East ¼ Corner of Section 34, Township 1 North, Range 44 East of the Boise Meridian; running thence N. 89°48'05" W, along the South line of Government Lot 5 a distance of 1324.02 feet to the Monumented Southwest Corner of said Government Lot 5; thence N. 00°00'50" E. along the West line of said Government Lot 5 a distance of 627.94 feet to the TRUE POINT OF BEGINNING; running thence along the centerline of Deer Creek the following nine (9) courses: N. 48°30'35" E. 67.86 feet; thence N. 83°57'34" E. 48.17 feet; thence N. 26°41'24" E. 125.57 feet; thence N. 60°35'14" E. 35.54 feet; thence N. 06°01'56" E. 59.51 feet; thence N. 42°04'48" E. 98.12 feet; thence N. 10°32'52" E. 46.81 feet; thence N. 71°05'51" E. 63.42 feet; thence N. 30°10'36" E. 38.06 feet; thence leaving said centerline S. 60°53'34" E. 77.71 feet to a point of curve with a radius of 160.14 feet and a chord bearing S. 38°04'27" E. 124.21 feet; thence to the right along said curve 127.55 feet through a central angle of 45°38'14"; thence S 15°15'20" E. 134.56 feet to

99 JAN 25 PM 4 53
BONNEVILLE COUNTY
RECORDER

987664

a point of curve with a radius of 280.20 feet and a chord bearing S. 21°10'57" E. 57.87 feet; thence to the left along said curve 57.97 feet through a central angle of 11°51'14"; thence S. 33°18'38" W. 554.99 feet; thence N. 89°02'04" W. 241.96 feet to said West line of Government Lot 5; thence N. 00°00'50" E. along said West line 367.94 feet to the TRUE POINT OF BEGINNING.

including all leases, permits, licenses, or privileges, written or otherwise, appurtenant or nonappurtenant to the Mortgaged Property, now held by Mortgagor or hereafter issued, extended or renewed to him by the United States of America or any department, bureau, or agency thereof.

TOGETHER WITH the rents, issues, and profits thereof, reserving, however, (unless otherwise provided herein or in a separate instrument of assignment), unto the Mortgagor the right, prior to any default in the payment of the note or in performance of any agreement hereunder, to collect and retain such rents, issues, and profits as they become due and payable, and together also with all and singular the tenements, hereditaments, rights, privileges and appurtenances thereunto belonging, including but not limited to private roads, now or hereafter belonging to or used in connection with the above described premises; and all fixtures, now or hereafter belonging to or used in connection with the above described premises, all of which are hereby declared to be appurtenant to the Mortgaged Property; and together with all waters and water rights of every kind and description and however evidenced, and all ditches or other conduits, rights therein and rights of way therefore, which now are or hereafter may be appurtenant to said premises or any part thereof, or used in connection therewith.

THIS CONVEYANCE is intended as a mortgage securing the following:

1. The performance of the covenants and agreements herein contained, and securing the payment of that certain Promissory Note of even date herewith (the "Note"), executed and delivered by Mortgagor to Mortgagee, which Note becomes due and payable in full on November 15, 2008.

2. To secure payment of all such further sums as may hereafter be loaned or advanced by Mortgagee to Mortgagor herein, or any or either of them, while record owner of present interest, for any purpose, and of any Notes, drafts or other instruments representing such further loans, advances or expenditures, together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans,

advances or expenditures, shall be optional with Mortgagee, and provided, further, that it is the express intention of the parties to this Mortgage that it shall stand as continuing security until paid for all such loans, advances or expenditures, together with interest thereon accrued.

3. The performance of each and every obligation required of Mortgagor pursuant to the terms and provisions of that certain Purchase and Sale Agreement entered into between Mortgagor and Mortgagee pertaining to the Mortgaged Property.

PROVIDED, ALWAYS, that if Mortgagor, their heirs, representatives, successors or assigns, shall pay unto Mortgagee, their successors or assigns, the sum of money mentioned in the Note and the interest thereon at the times and place and in the manner specified in the Note, and all other sums that may become due and owing to Mortgagee pursuant to any of the terms, covenants and conditions hereof, and perform all of the conditions and covenants contained in this Mortgage, then these presents and the estate hereby granted shall cease, and be void and shall be released by Mortgagee at the expense of Mortgagor, otherwise to remain in full force and effect.

AND SUBJECT to the covenants and conditions hereinafter set forth:

1. Subject to the terms hereinafter set forth, Mortgagor covenants and agrees that they are lawfully seized of the Mortgaged Property in fee simple, having good right and lawful authority to convey and mortgage the same; and the Mortgagor will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever, arising after the recordation date of this Mortgage, and this covenant shall not be extinguished by any foreclosure hereof, but shall run with the land. The Mortgaged Property is subject to a real estate Mortgage recorded in the records of Bonneville County, Idaho, as Instrument No. 868070 on January 5, 1994, and assigned pursuant to an Assignment recorded as Instrument No. 909181 on November 6, 1995, records of Bonneville County, Idaho (the "Cushman Mortgage"). Notwithstanding anything contained herein to the contrary, it is understood that the Mortgaged Property is subject to the Cushman Mortgage which is prior to and superior to this Mortgage. Mortgagee is obligated to continue to pay the amounts due and owing on the Promissory Note secured by the Cushman Mortgage as the same becomes due and Mortgagee is required to cause the Cushman Mortgage to be released of record on or before the Promissory Note secured by this Mortgage is fully paid and satisfied.

2. Mortgagor covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in the Note and in this Mortgage, or either.

3. Mortgagor covenants to keep the Mortgaged Property in good condition and repair; to complete any building, structure or improvement being built or about to be built thereon; not to remove or demolish or permit the removal or demolition of the cabin and shop and well house thereon; to restore promptly and in good and workmanlike manner the cabin and shop and well house thereon which may be damaged or destroyed; to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Mortgaged Property and its use; not to commit or permit waste thereof; and to do all acts or things necessary to preserve all water rights now or hereafter appurtenant to or used in connection with said premises, and not to remove or permit the removal of any oil, gas, minerals, stone, rock, clay, fertilizer, gravel or topsoil on the mortgaged premises without the prior written consent of Mortgagee except to the extent reasonably necessary to construct improvements thereon; and to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

4. Mortgagor covenants and agrees to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee; to pay all costs and expenses, including costs of evidence of title and attorney fees in a reasonable sum, in any such action or proceeding in which Mortgagee may appear.

5. Mortgagor covenants and agrees to pay before delinquency all taxes, assessments and other charges (including ditch, canal, reservoir, or other water charges, taxes or assessments) affecting the Mortgaged Property, when due, and all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto, and all costs, fees and expenses of this Mortgage.

6. Mortgagor covenants and agrees to pay on demand all legal expenses, title searches, or attorney fees reasonably incurred or paid by Mortgagee to collect the Note or foreclose or protect the lien of the Mortgage.

7. Should Mortgagor be or become in default in any of the covenants or agreements herein contained, then Mortgagee (whether electing to declare the full indebtedness hereby secured due and payable or not) may, at its option, perform the same in whole or in part, and all expenditures made by Mortgagee in so doing shall draw interest from the date of expenditure at twelve percent (12%) per annum, and shall be immediately repayable by Mortgagor without demand, and, together with interest and costs accruing thereon, shall be secured by this Mortgage.

8. Mortgagee shall have the right to inspect the Mortgaged Property at such reasonable times as Mortgagee may desire to determine Mortgagor's compliance with the covenants contained in this Mortgage.

9. Mortgagee may at its option release from the lien hereof any part of the above described real property without requiring any consideration therefore.

10. If any of the Mortgaged Property shall be taken under right of eminent domain, Mortgagee shall be entitled at its option to receive all compensation for the portion taken and damages to the remaining portion, to be applied by Mortgagee upon the indebtedness hereby secured in such manner as it shall elect.

11. Time is material and of the essence hereof; and in case of breach of any of the covenants or agreements hereof, or if default be made in the payment of any of the sums hereby secured which is not cured after notice required by the Note, then, in any such case, all indebtedness hereby secured, shall, at the election of Mortgagee, become immediately due without further notice, and this Mortgage may be foreclosed; but the failure of Mortgagee to exercise such option in any one or more instances shall not be considered as a waiver or relinquishment of the right to exercise such option upon or during the continuance of the same or any other default.

12. In case of any suit to foreclose this Mortgage or to collect any charge growing out of the obligation hereby secured, or any suit which Mortgagee may deem it necessary to prosecute or defend to effect or protect the lien hereof, Mortgagor agrees to pay a reasonable sum as attorney fee and all costs and legal expenses in connection with said suit, and further agrees to pay the reasonable costs of searching records and of abstracting or insuring the title, and such sums shall be secured by and included in the Decree of Foreclosure.

13. Upon or during the continuance of any default herein, Mortgagee shall have the right forthwith to enter into and upon the Mortgaged Property and take possession thereof, and collect the rents, issues and profits thereof, and apply the same, less reasonable costs of collection, upon the indebtedness hereby secured, and Mortgagee shall have the right to the appointment of a receiver to collect the rents, issues and profits of the Mortgaged Property. The rents, issues and profits of the premises after a default are hereby assigned and mortgaged to Mortgagee as additional security for the indebtedness herein described.

14. If Mortgagor shall default in the payment of the Note or in the performance of any of the covenants or agreements herein or in the Note or in any agreement collateral hereto contained which is not cured after notice required by the Note, or if the then owner of the Mortgaged Property shall make an assignment for the benefit of creditors or shall file

a petition for relief under the bankruptcy act, as amended, or under similar statute, or shall be adjudicated bankrupt or insolvent, or if any receiver, liquidator or trustee shall be appointed for such owner or any of his property, then in such event, the entire indebtedness hereby secured shall, at the option of Mortgagee and without further notice to Mortgagor, be due and collectible at once by judicial foreclosure proceedings or as otherwise provided by law or as available under applicable statutes or rules of practice, by advertisement and sale, and in such an event this provision shall be declared as authorizing and constituting a power of sale as mentioned in such statutes or rules; and in addition to the rights and remedies herein contained Mortgagee is hereby authorized and empowered at its option to exercise forthwith and from time to time any further rights and remedies available to Mortgagee under the laws of the state where the Mortgaged Property is located.

15. The covenants herein contained shall bind, and the benefits and advantages thereof shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. In this Mortgage where the context so requires the singular shall include the plural and the plural shall include the singular, and words in the masculine gender include the feminine and the neuter.

INSTRUMENT NO.	<u>987654</u>
DATE	<u>1-23-99</u>
INST. CODE	<u>308</u>
IMAGED PGS	<u>1800</u>
FEE	<u>1800</u>
STATE OF IDAHO) COUNTY OF BONNEVILLE) ss	
I hereby certify that the within instrument was recorded.	
Ronald Longmore, County Recorder	
By	<u>[Signature]</u> Deputy
Request of	

County of Bonneville)

)ss.

)

CO-MORE DEVELOPMENT, INCORPORATED
an Idaho corporation

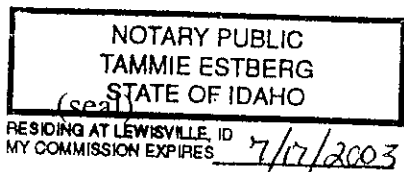
By:

Its:

V. P.

On the 22nd day of January, 1999, before me, the undersigned, a notary public in and for said State, personally appeared Randy Skidmore, known or identified to me to be the Vice President of Co-More Development, Incorporated, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



[Signature]
Notary Public for Idaho
Residing at Lewisville Idaho
My Commission Expires: 7/17/2003

Our File No: T-14530
Customer Name: Co-More Development, Inc.

DATEDOWN ENDORSEMENT
Issued By:
TICOR TITLE INSURANCE COMPANY

Attached to and forming a part of Commitment for Title Insurance: T-14530

This Endorsement is made part of said Commitment, including any prior Endorsements, and is subject to the Schedules, Terms, Provisions, Exceptions, Conditions and Stipulations therein; except as modified by the provisions hereof:

1. Schedule A of the above Commitment is hereby amended as follows:

(a) The effective date of the Commitment including extensions is: October 20, 1998 at 5:00 p.m..

(b) The title to the estate or interest in the land is at the extended effective date hereof vested in: TRACT 1:
ASBJORN S. ROSTAD and BARBARA K. ROSTAD, husband and wife

TRACT 2:

UNDIVIDED INTERESTS:

DORA HATFIELD, an unmarried person, and

The Heirs and Devisees of the Estate of HOWARD R. HATFIELD, deceased.

2. Schedule B - Section 2 of the above Commitment, including any prior endorsements, is hereby amended as follows:

(a) The following numbered exceptions are hereby deleted: (6)

Dated: October 20, 1998

**TICOR TITLE INSURANCE COMPANY and
BONNEVILLE LAND & TITLE CO.**

BY: _____
Lane R. Archibald - Validating Signatory

Datedown Endorsement (Rev. 06/96)

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Chuck Homer, Esq.
HOLDEN KIDWELL HAHN & CRAPO
U S BANK BUILDING
P O BOX 50130
IDAHO FALLS ID 83405
Additional Copies to:
Dick Skidmore

Order No. T-14530

bb

1. Effective Date: **October 20, 1998 at 5:00 p.m.**

2. Policy or Policies to be issued:	Amount:	Premium:
A. ALTA Owners Standard Coverage Policy (10/17/92)	1,100,000.00	2,930.00

Proposed Insured: **CO-MORE DEVELOPMENT, INC., an Idaho Corporation**

B. ALTA Loan Standard Coverage Policy (10/17/92)	970,000.00	40.00
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Proposed Insured: **ASBJORN S. ROSTAD and BARBARA K. ROSTAD, husband and wife**

3. The estate or interest in the land described or referred to in this Commitment and covered is: **Fee Simple.**

4. Title to the estate or interest in said land is at the effective date hereof vested in:

TRACT 1: ASBJORN S. ROSTAD and BARBARA K. ROSTAD, husband and wife

TRACT 2:

UNDIVIDED INTERESTS:

DORA HATFIELD, an unmarried person, and

The Heirs and Devisees of the Estate of HOWARD R. HATFIELD, deceased

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

TRACT 1:

Township 1 North, Range 44 East of the Boise Meridian, Bonneville County, Idaho.

Section 34: Government Lot 5.

Section 35: Government Lots 2, 6 and 7.

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTY:

a. **That certain property conveyed to Bonneville County, State of Idaho for roadway purposes by that certain Right of Way Deed recorded in Book 146 at Page 47 of Deed Records on January 24, 1963, at 4:25 p.m., records of Bonneville County, Idaho.**

TRACT 2:

Beginning at a point on the West boundary of Grantor's land, which point is South 1410 feet and East 1320 feet, more or less, from the North Quarter Corner of Section 34, Township 1 North, Range 44 East of the Boise Meridian, Bonneville County, Idaho, and is known as Engineer's Station 165+06; thence 259.1 feet on a 2 degree curve to the left; thence S61°03'E 160.2 feet; thence 397.8 feet on a three degree curve to the left; thence S72°59'E 261.6 feet; thence S72°32'E 455.6 feet; thence 325.0 feet on a one degree curve to the left; thence S75°47'E 819.5 feet; thence S77°13'E 158.6 feet; thence 477.5 feet on a two degree curve to the right; thence S67°40'E 163.7 feet; thence 433.9 feet on a six degree curve to the right; thence S41°38'E 118.4 feet; thence 351.7 feet on a seven degree curve to the right; thence S17°01'E 91.5 feet; thence 327.5 feet on a two degree curve to the right; thence S10°28'E 656.4 feet; thence 193.3 feet on a one degree curve to the right; thence S8°32'E 590.7 feet to Engineer's Station 227+48.0 which bears N28°33'W 335.8 feet from Left Bank Meander Corner on the South boundary of Section 35.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION 2

Page 1

Order No. T-14530

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
- B. **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 for such proceedings, whether or not shown by the records of such agency or by the public records.
- C. **Special Exceptions:**
1. Taxes for the year 1997 and all prior taxes have been paid.
Taxes for the year 1998 are a lien, now due and payable, but not yet delinquent.
(Tax No. RP01N44E354786 \$1,056.38 full year, 1997).
(Tax No. RP01N44E341802 \$66.20 full year, 1997).
 2. The Bonneville County Treasurer's Office does not reflect an amount owing for the year 1998 nor any delinquencies for any prior years. The Bonneville County Assessor's Office reflects the tax number for the subject property to be as follows: RP01N44E353865.
 3. Liens and assessments of the Palisades Water User's Association: office number (208) 525-7172.
 4. Easement as evidenced by that certain Right of Way Deed given by HOWARD HATFIELD and DORA HATFIELD, his wife, parties of the first part to the COUNTY OF BONNEVILLE, STATE OF IDAHO, party of the second part, dated January 22, 1963, and recorded in Book 146 at Page 47 of Deed Records on January 24, 1963, at 4:25 p.m., records of Bonneville County, Idaho. (Affects Tract 2)
 5. Right of Reversion as evidenced by that certain Right of Way Deed given by HOWARD HATFIELD and DORA HATFIELD, his wife, parties of the first part to the COUNTY OF BONNEVILLE, STATE OF IDAHO, party of the second part, dated January 22, 1963, and recorded in Book 146 at Page 47 of Deed Records on January 24, 1963, at 4:25 p.m., records of Bonneville County, Idaho. (Affects Tract 2)
 6. Easement given by REX & VICKI RADFORD, husband and wife, parties of the first part to LOWER VALLEY POWER AND LIGHT, INC., a Cooperative Corporation, party of the second part, dated May 9, 1983, and recorded as Instrument No. 650082 on October 3, 1985, at 1:09 p.m., records of Bonneville County, Idaho. (Affects Tract 1)
 7. Real Estate Mortgage given by ASBJORN S. ROSTAD and BARBARA K. ROSTAD, husband and wife to ROY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION 2

Page 2

Order No. T-14530

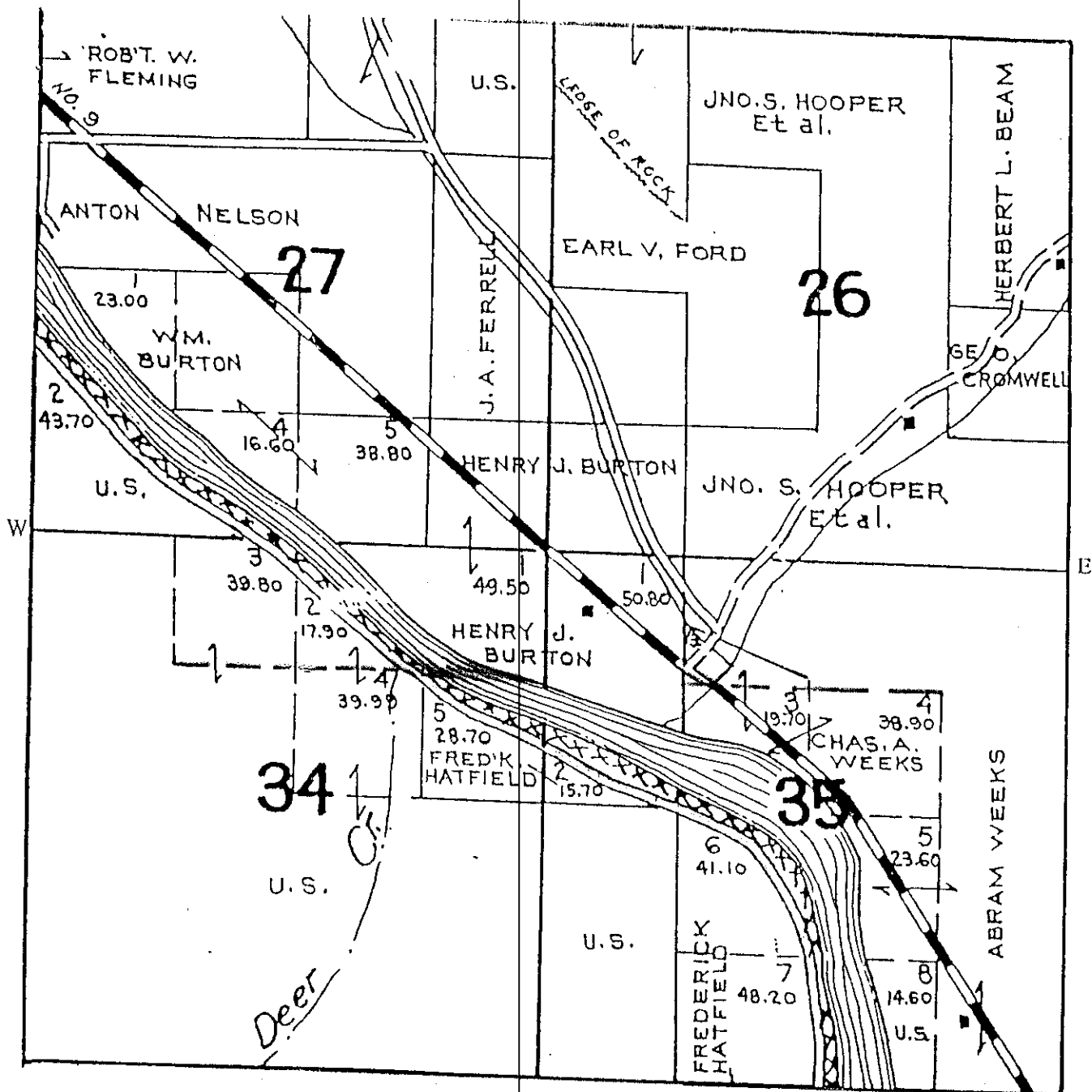
LYMAN CUSHMAN, and recorded as Instrument No. 868070 on January 5, 1994, at 10:47 a.m., given to secure the payment of \$450,000.00 and interest (and future advances if provided for in the Mortgage), due January 3, 1999, records of Bonneville County, Idaho. (Affects Tract 1)

ASSIGNED to ROY LYMAN CUSHMAN and JOYCE ELIZABETH CUSHMAN, Trustees of the CUSHMAN REVOCABLE LIVING TRUST u/t/a dated October 24, 1995, and recorded as Instrument No. 909181 on November 6, 1995, at 11:33 a.m., records of Bonneville County, Idaho.

8. Rights of the State of Idaho and/or the United States of America, in and to that portion of said land, if any, lying in the bed or former bed of the Snake River.
9. Any loss or claim arising from any difference between the meander line and the mean high water line of the Snake River.
10. Child Support, Medical Assistance, Unemployment and/or State Tax Liens, if any, filed in the Office of the Secretary of State for Idaho, pursuant to Chapter 19, Title 45 of the Idaho Code after October 23, 1998.

----- END OF SCHEDULE B -----

NOTE: The Bonneville County Assessor's Office reflects the address for the subject property to be as follows:
1116 Snake River Road, Swan Valley, Idaho 83449.



Portion: _____ Section: 34 & 35 Township: 1N North, Range 44 East of the Boise Meridian, Bonneville County, Idaho.

Scale: ~~800 feet = 1 inch, Whole Section~~
~~400 feet = 1 inch, Quarter Section~~
~~200 feet = 1 inch, Quarter Quarter Section~~

TRACT 1: ☐
 TRACT 2: ☐

This plat is made solely for the purpose of assisting in locating said land. The Company Assumes no liability for variations found, if any, with an actual survey.

Bonneville Land & Title Co.

497 N. Capital Ave • P.O. Box 51690 • Idaho Falls, ID 83403-1690 • (208) 324-6600



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Idaho Falls, Idaho 83402-1718 - (208) 525-7161 - Fax (208) 525-7177

EASTERN REGION

OCTOBER 17, 1996

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

ASBJORN ROSTAD
1120 N MEYLER ST
SAN PEDRO CA 90731

RE: CHANGE IN OWNERSHIP FOR A23-00059, A23-00060

Dear Mr. Rostad:

The request for Change in Ownership concerning the Notice(s) of Claim in the above reference has been processed and the Notice(s) modified to reflect you as the new owner.

Enclosed are copies of the Notice(s) of Claim, with your name shown as the current owner. Review the forms and if there are other corrections or questions, feel free to contact this office.

If there are no questions or corrections, please keep these Notice for your records.

Respectfully submitted,

Jo Thompson
Adjudication Secretary

Enclosure: Notices of Claim

cc: Roy L Cushman

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NOV 07 1996

EXHIBIT A

Lot 5 in Section 34, and Lots 2, 6 and 7 in Section 35, all in Township 1 North, Range 44, East of the Boise Meridian, Bonneville County, Idaho, EXCEPTING THEREFROM the right of way 50 feet in width lying 20 feet to the right and 30 feet to the left of the following described center line:

Beginning at a point on the West boundary of parties of the first part's land, which point is South 1,410 feet and East 1,320 feet, more or less, from the North quarter corner of Section 34, and is known as Engineer's Station 165+06; thence 259.1 feet on a two degree curve to the left; thence South 61°03' East 160.2 feet; thence 397.8 feet on a three degree curve to the left; thence South 72°59' East 261.6 feet; thence South 72°32' East 455.6 feet; thence 325.0 feet on a one degree curve to the left; thence South 75°47' East 819.5 feet; thence South 77°13' East 158.6 feet; thence 477.5 feet on a two degree curve to the right; thence South 67°40' East 163.7 feet; thence 433.9 feet on a six degree curve to the right; thence South 41°38' East 118.4 feet; thence 351.7 feet on a seven degree curve to the right; thence South 17°01' East 91.5 feet; thence 327.5 feet on a two degree curve to the right; thence South 10°28' East 656.4 feet; thence 193.3 feet on a one degree curve to the right; thence South 8°32' East 590.7 feet to Engineer's Station 227+48.0 which bears N. 28°33' West 335.8 feet from Left Bank Meander corner on South boundary of Section 35.

MICROFILMED

NOV 07 1990

WARRANTY DEED

REC-51
OCT 16 1996

For Value Received

Roy Lyman Cushman

Department of Water Resources
Eastern District Office

the grantor . does hereby grant, bargain, sell and convey unto

Asbjorn S. Rostad and Barbara K. Rostad

COPY

whose current address is

1120 North Meyler
San Pedro, Ca. 90731

the grantees , the following described premises, in Bonneville.....County Idaho, to wit:

SEE ATTACHED EXHIBIT A

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantees, that he is the owner in fee simple of said premises; that they are free from all incumbrances except: Subject to all existing patent reservations, easements, rights of way, protective covenants, zoning ordinances, and applicable building codes, laws, and regulations.

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

Dated: January 3, 1994 R.L.C.

Roy Lyman Cushman
Roy Lyman Cushman

STATE OF IDAHO, COUNTY OF Teton

On this 22nd day of Jan, 1993,
before me, a notary public in and for said State, personally
appeared

Roy Lyman Cushman

known to me to be the person whose name is
subscribed to the within instrument, and acknowledged to
me that he executed the same.

Edgar A. Savar
Residing at Teton, Idaho
Comm. Expires 6-28-97
Notary Public

INSTRUMENT NO. 868067
DATE 1-5-94
INST. CODE
FICHE NO. 600
FEE

STATE OF IDAHO
COUNTY OF BONNEVILLE

I hereby certify that the within
instrument was recorded.

Ronald Longworth,
County Recorder

By W. H. Heston Deputy
Request of

BONNEVILLE COUNTY
RECORDER

Log for claim 23-00059

Spatial Dynamics BTD

5/29/01

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
01n44e	34	SENE	9	6.6	
01n44e	35	NESW	37	39	
01n44e	35	NWSW	5	6.2	
01n44e	35	NWSW	9	14	
01n44e	35	SESW	26	15	
Totals:			86	80.8	

 SPATIAL
DYNAMICS

State of Idaho

Department of Water Resources

Eastern Region



Water Right(s):

23-00059

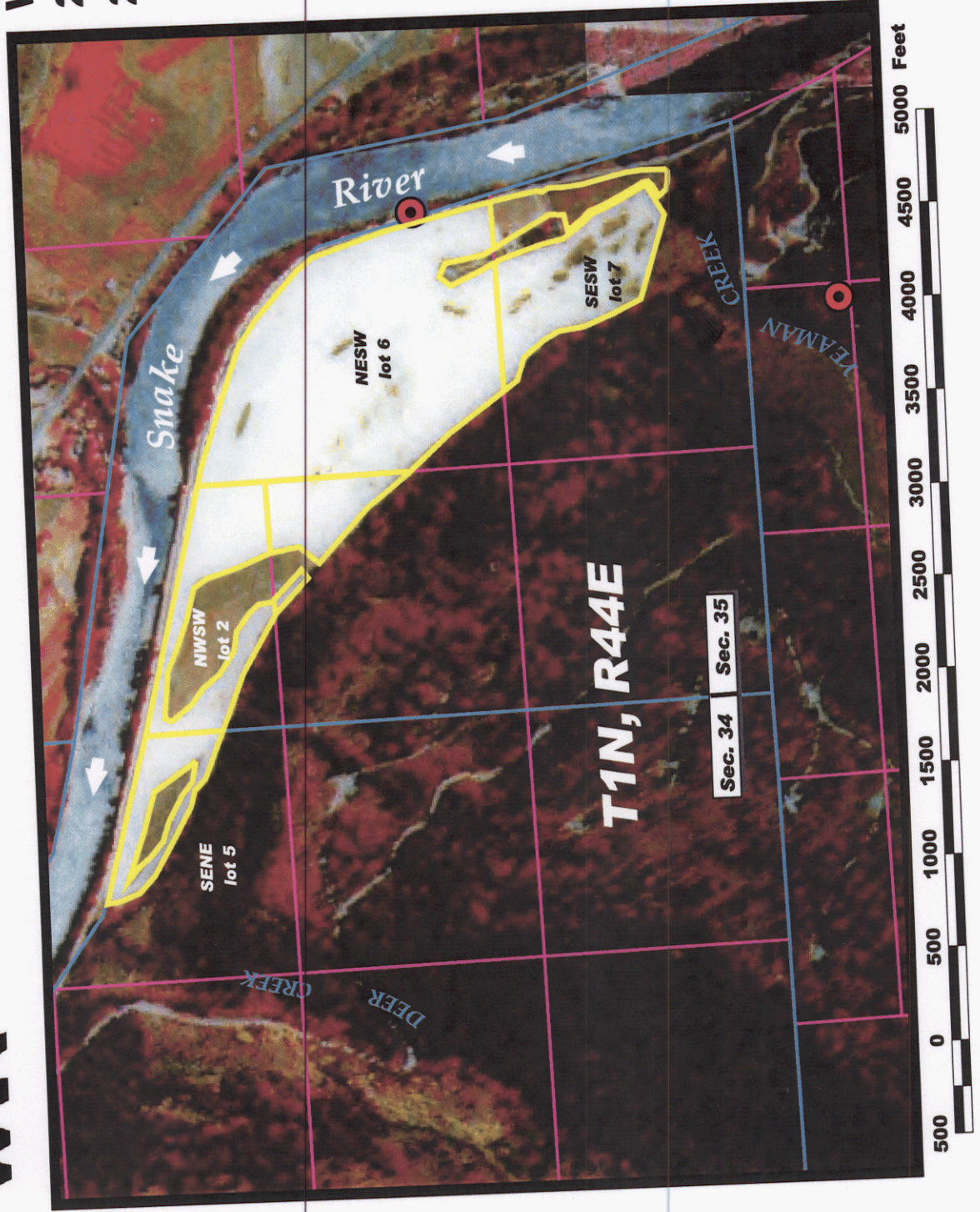
23-00060

Place of Use: (parts of)

T1N, R44E Sec. 34 SENE (L5),
T3N, R42E Sec. 35 NWSW (L2),
NWSW (L6), SESW (L7), NWSW

Point(s) of Diversion:

T1N, R44E Sec. 35
SENE (L6)



LEGEND

● Point of Diversion

SESE Place of Use

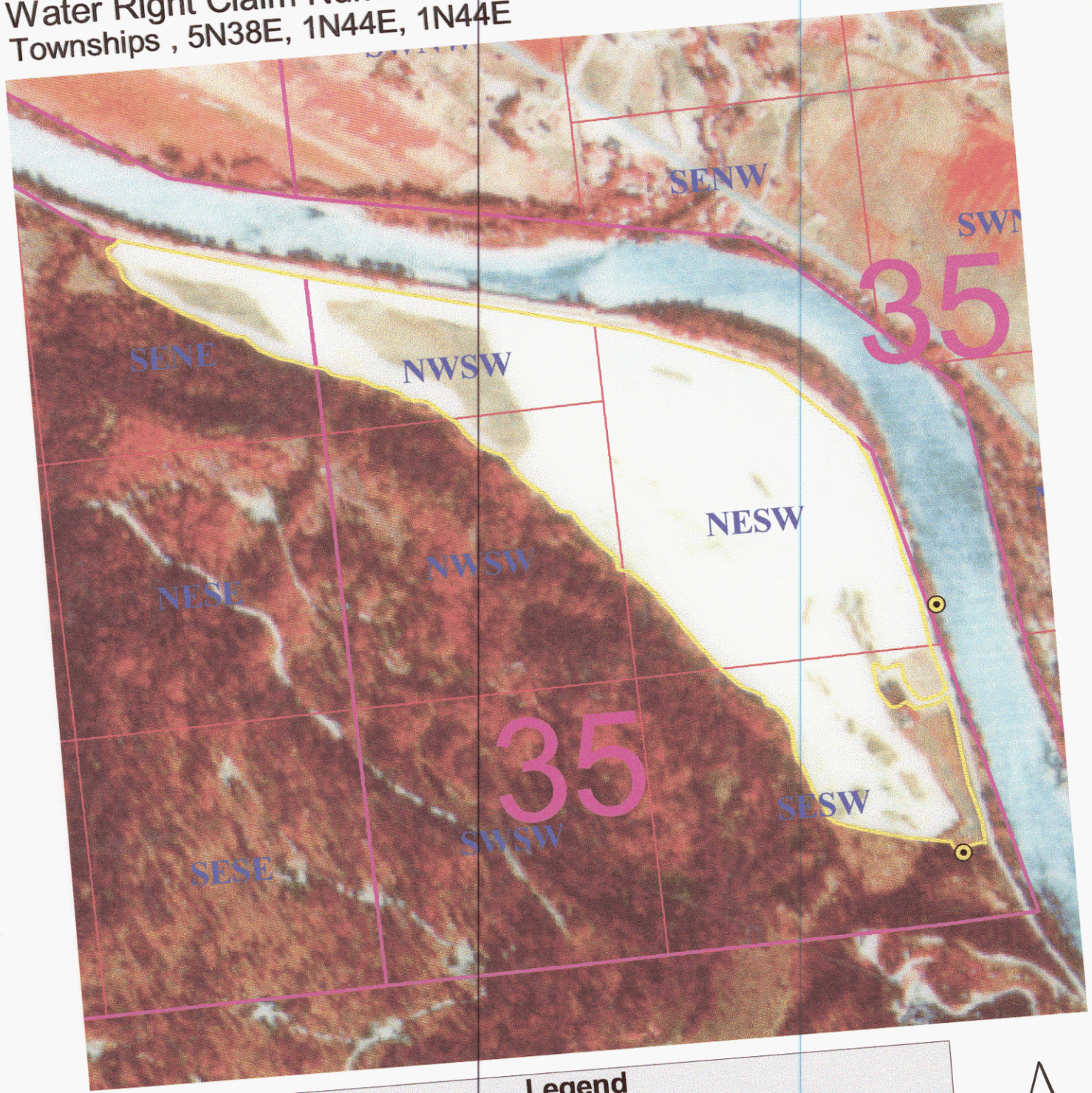
Section

Quarter-Quarter

GIS Place of Use Illustration
1987/1988 NAPP Photography
Prepared by: A. Ruberry
Date: November 2003

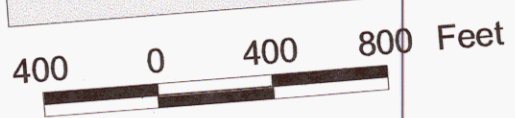
Water Right Claim Number 23-00059
Townships , 5N38E, 1N44E, 1N44E

05/29/2001



Legend

Irrigated Area	Section Line	Roads
Place of Diversion	Quarter Section Line	Streams and Canals



STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES
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.

OCT 16 1996

Department of Water Resources
Eastern District Office

1. Water Right Number(s) _____

Adjudication Claim Number(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 on file with the county.)

OR

C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) **AERIAL PHOTO** with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant(s) _____

Roy L. Cushman

P.O. Box 196

Irwin, ID 83428

4. New Owner/Claimant(s) _____

Asbjorn Rostad

Name connector (Check one): ☐ AND, ☐ OR, ☐ AND/OR

New Mailing Address _____

1120 N. Myler St

City, State and ZIP Code _____

San Pedro, CA 90731

New Telephone Number _____

(310) 831-1978

5. Date you acquired the property _____

Jan 3 - 1994

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 actually irrigated _____ Number and type of stock _____

Diversion rate in CFS _____

cubic feet per second

Number of homes _____

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/Claimant(s) _____

Asbjorn S. Rostad

Barbara K. Rostad

MICROFILM

Date 10-13-96

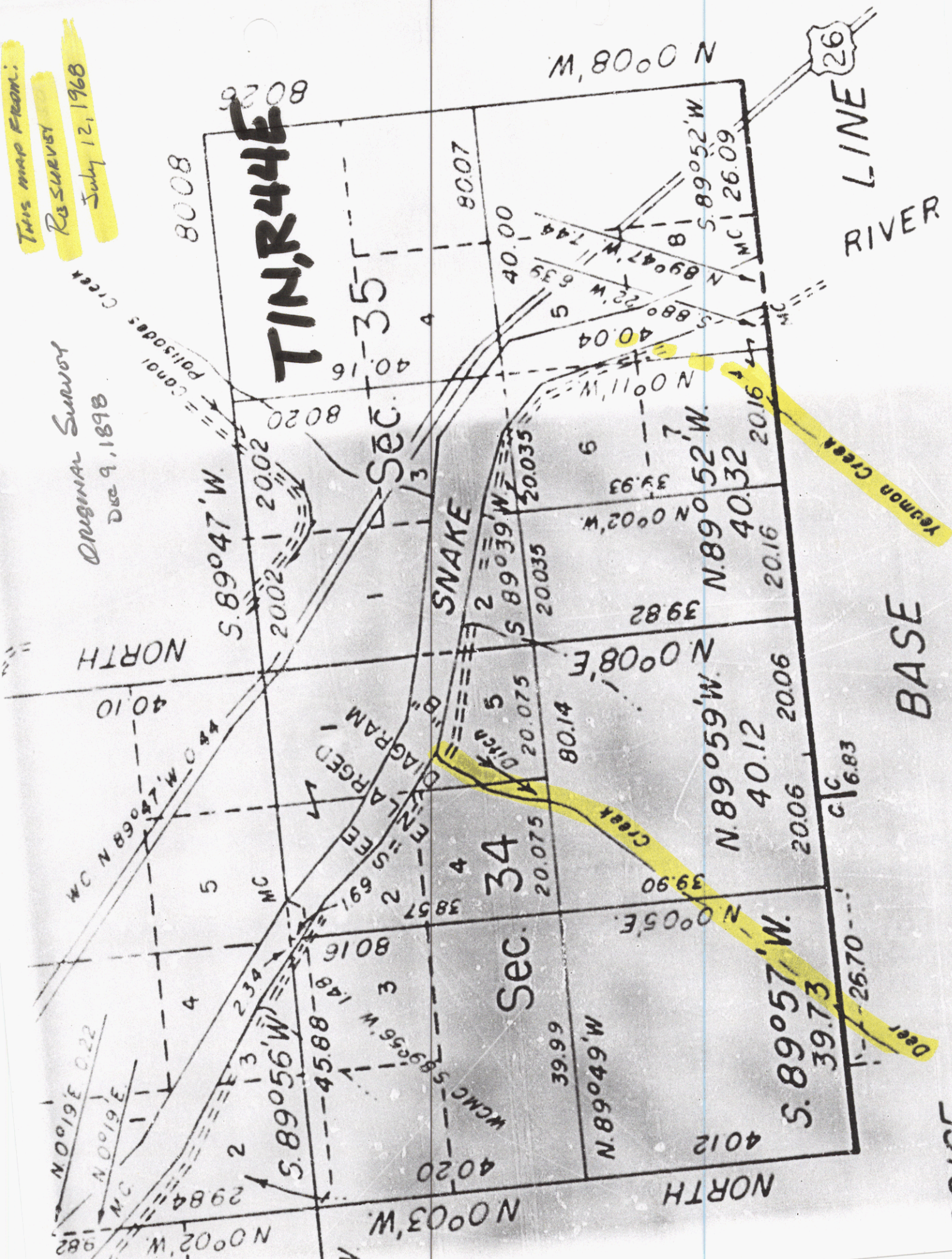
NOV 07 1996

Date 10-13-96

8. (Corporations or other organizations must submit list of directors/officers demonstrating authority to sign form.)
For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

This map from:
RESURVEY
July 12, 1968

ORIGINAL SURVEY
Dec 9, 1898

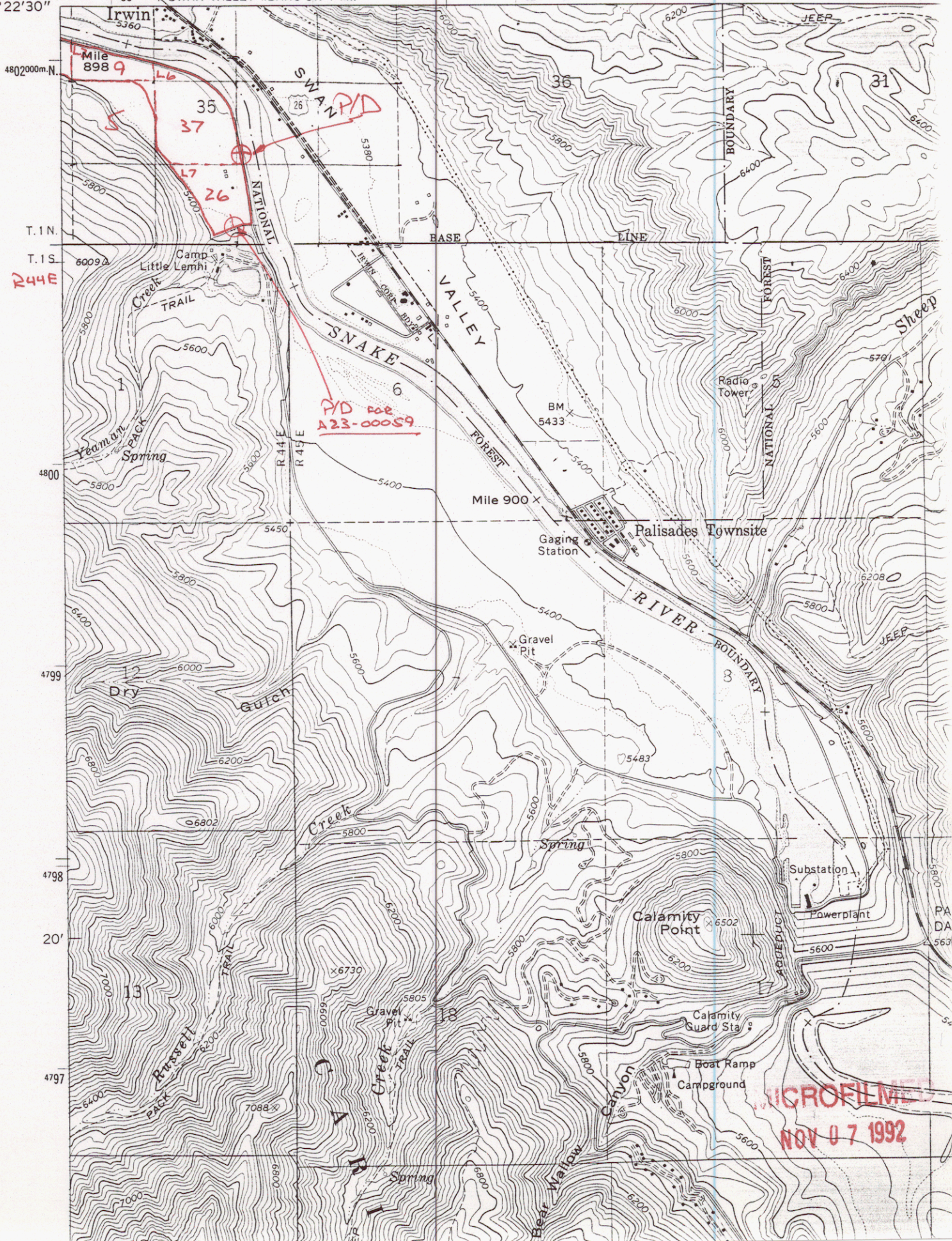


370 IV NE
SWAN VALLEY

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

A23-00059

111° 15' 48" 43° 22' 30" IDAHO FALLS 51 MI. SWAN VALLEY (IDAHO 31) 7 MI. 482000m.E. R. 44 E. 483 12' 30" R. 45 E. 48

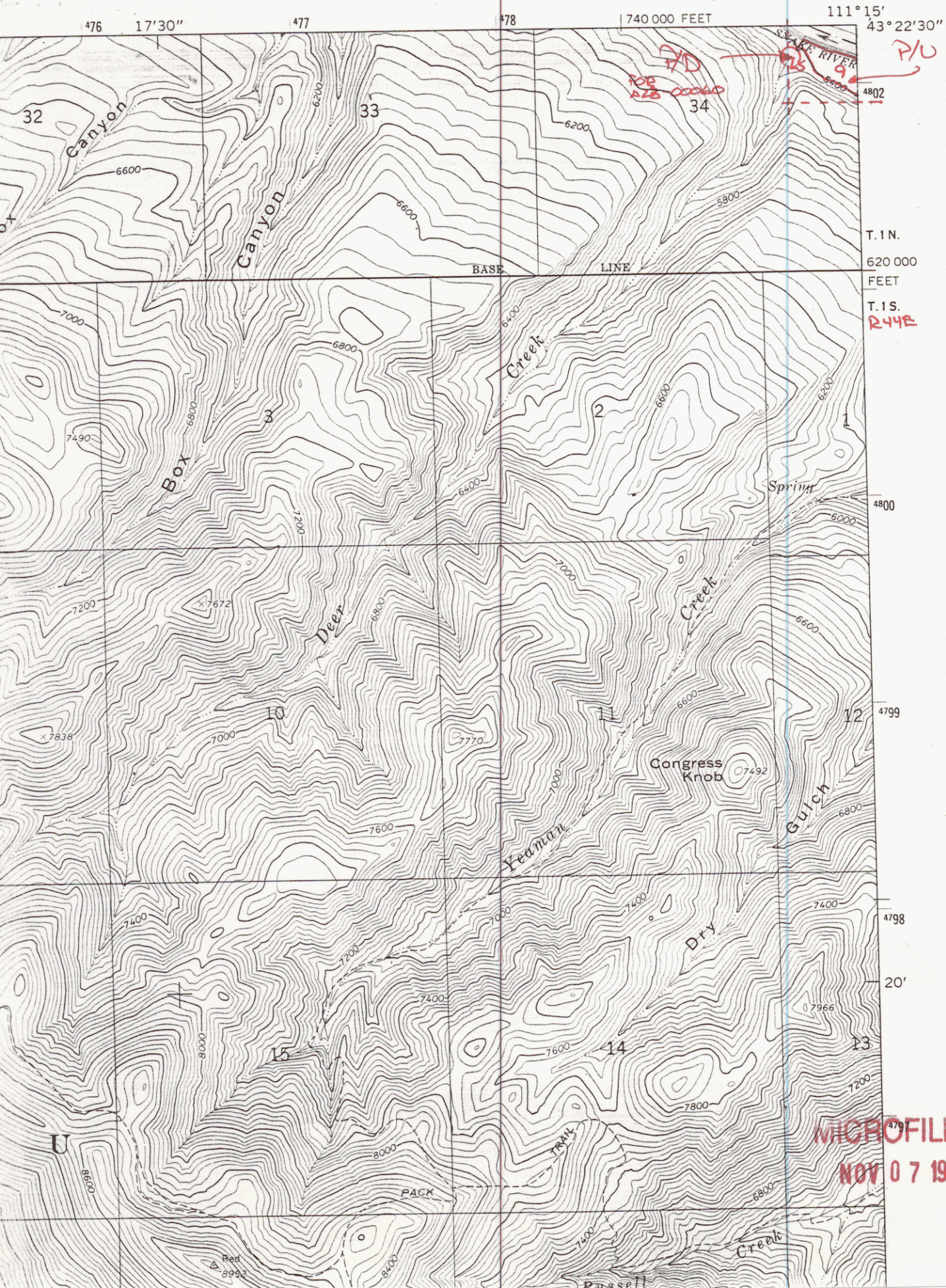


MICROFILMED
NOV 07 1992

A23-00059

RED RIDGE JADRANGLE
IDAHO - BOILERVILLE CO.
7.5 MINUTE SERIES (TOPOGRAPHIC)

3770' NW
(THOMPSON PEAK)



MICROFILMED
NOV 07 1992