

RECEIVED
FEB 21 2003
DEPARTMENT OF
WATER RESOURCES

AFFIDAVIT OF BRADLEY J. JANICEK - 1
S:\CLIENTS\9547\AFF of B Janicek for MSI.DOC

Thereafter, on September 28, 2001, we transferred the Property to Janicek Properties, LLC. Attached hereto as Exhibit B is a true and correct copy of the deed vesting fee simple title in the Property in Janicek Properties, LLC.

3. Attached hereto as Exhibit C is a true and correct copy of the title insurance policy issued to me and LouAnn Janicek when we acquired the Property on July 3, 1996. Since that time, neither Brad and LouAnn Janicek nor Janicek Properties, LLC, has granted or agreed to grant to Nampa & Meridian Irrigation District or the U.S. Bureau of Reclamation, either orally or in writing, any rights in this property, including any rights in Purdam Gulch Creek.

4. Since 1976 and prior to my purchase of the Property in 1996, I leased the Property each year. Since 1976, I have farmed the Property each year, except during 2006 and 2007 when I leased the Property to another farmer.

5. Since 1976, I have pumped water from Purdam Gulch Creek and have applied it to crops grown on the Property. My use of the water pumped from Purdam Gulch Creek has begun as early in the season as March and has continued as late as November.

6. Until Nampa & Meridian Irrigation District's objection to water right 63-27475 in the Snake River Basin Adjudication, the irrigation district never communicated to me that it asserted any interest in the waters of Purdam Gulch Creek or had any objection to my diversion and use of water from Purdam Gulch Creek, and I am not aware of any such communications to my predecessors. In addition, at no time has the irrigation district complained that my diversions or diversion works in Purdam Gulch Creek interfered with their operations or their use of the Creek.

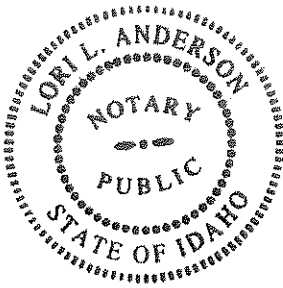
7. Since 1976, I have observed Purdam Gulch Creek at many different times of the year, including during the non-irrigation season, and I have never seen it run dry.

8. When I purchased the Property in 1996, I understood that the Property had been irrigated with water pumped from Purdam Gulch Creek since 1943.

DATED this 19th day of February, 2008.

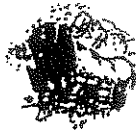
Bradley J. Janicek
Bradley J. Janicek

SUBSCRIBED AND SWORN to before me on this the 19th day of February, 2008.



Lori L. Anderson
NOTARY PUBLIC FOR Boise, Idaho
Residing at: Boise, Idaho
My commission expires: Aug. 23, 2013

96055892



A Pioneer Company

PIONEER TITLE COMPANY
OF ADA COUNTY

8151 W. Rifleman Ave / Boise, Idaho 83704 /

ADA CC. RECORDER

J. DAVID NAVARRO

BOISE ID

PIONEER TITLE CO

96 JUL 3 PM 3 58

FEE 37.7500 DEB Belneal

RECORDED AT THE REQUEST OF

P-149250 KC/TP

WARRANTY DEED
(INDIVIDUAL)

2042000840

FOR VALUE RECEIVED RICHARD G. DAVIS, WHO ACQUIRED TITLE AS RICHARD DAVIS AND E.
JOANNE DAVIS, HUSBAND AND WIFEGrantor s, do hereby grant, bargain, sell and convey unto BRADLEY J. JANICEK AND LOU ANN
JANICEK, HUSBAND AND WIFEthe Grantee s, whose current address is: 5606 NORTH TEN MILE ROAD, MERIDIAN, ID 83642
the following described real property in ADA County, State of Idaho, more particularly described as
follows, to-wit:
THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 1
WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and Grantee heirs
and assigns forever. And the said Grantor s do hereby covenant to and with the said Grantee s, the Grantor s are the
owner s in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this
conveyance is expressly made subject and those made, suffered or done by the Grantee s and subject to reservations,
restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments,
(includes irrigation and utility assessments, (if any) for the current year, which are not yet due and payable, and that Grantor s
will warrant and defend the same from all lawful claims whatsoever.

Dated: July

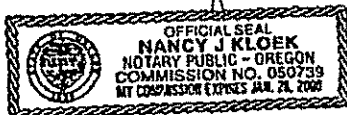
01, 1996

RICHARD G. DAVIS

E. JOANNE DAVIS

STATE OF Oregon, County of Jackson, ss.

On this 2nd day of July, in the year of 1996, before me Nancy Kloeck, a notary public, per-
sonally appeared Richard G. and E. Joanne Davis, known or identified to me to be the persons whose names subscribed to the within instrument, and
acknowledged to me that they executed the same.



Notary Public: Nancy J. Kloeck

Residing at: Meridian, Idaho

My Commission Expires: Jan. 24, 2000

EXHIBIT

A

COPY

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

Janicek & Janicek
RECORDED - REQUEST OF

GRANT DEED

DEPUTY

2001 SP 28 AM 10:55

101100063

FOR VALUE RECEIVED, BRADLEY J. JANICEK and LOUANN JANICEK, as Grantor, do hereby grant, bargain, sell and convey unto JANICEK PROPERTIES, L.L.C., an Idaho limited liability company, as Grantee, whose current address 1284 S. Gosling Way, Eagle, Idaho, 83616, the following described premises in Ada County, Idaho, to-wit:

SE 1/2 NE 1/4, Section 15, 3N, 1W of the Boise Meridian,
Ada County, Idaho.

TO HAVE AND TO HOLD The said premises, with their appurtenances, unto the said Grantee, and said Grantee's heirs and assigns, forever. This Grant is subject to all encumbrances made or suffered by the Grantor, reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

DATED This 28 day of September, 2001.

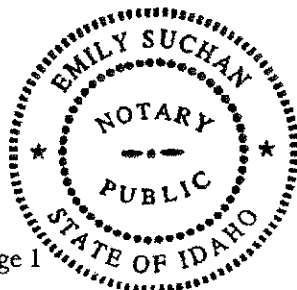
Bradley J. Janicek
Bradley J. Janicek

LouAnn Janicek
LouAnn Janicek

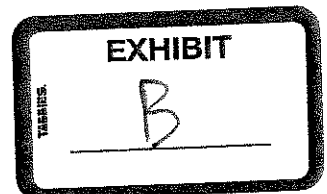
STATE OF IDAHO)
 : ss.
County of Ada)

On this 28 day of September, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Bradley J. Janicek, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same.

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



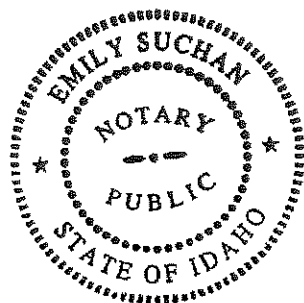
Emily Suchan
Notary Public for Idaho
Residing at Meridian, ID
My comm. exp.: 08/26/06



STATE OF IDAHO)
 : ss.
County of Ada)

On this 28 day of September, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared LouAnn Janicek, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that she executed the same.

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



Emily Suchan
Notary Public for Idaho
Residing at Meridian, ID
My comm. exp.: 08/25/06

Owner's Policy

American Land Title Association Owner's Policy 10-17-92



Policy Number **SV 2640392**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS,

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, herein called the Company,

insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, the said Old Republic National Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers as of the date shown in Schedule A, the policy to be valid when countersigned by an authorized officer or agent of the Company.

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including, but not limited to, building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or creating subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

Issued through the Office of:

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

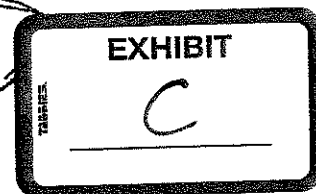
By

President

Attest

Authorized Signatory

OAT Form 402 - A TA Owner's Policy 10-17-92



CONDITIONS AND STIPULATIONS

1. *Definition of Terms.*

The following terms when used in this policy mean:

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

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

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

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

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

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

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

2. *Continuation of Insurance After Conveyance of Title.*

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

3. *Notice of Claim to be Given by Insured Claimant.*

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

4. *Defense and Prosecution of Actions; Duty of Insured Claimant to Cooperate.*

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title

or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

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

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

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

5. *Proof of Loss or Damage.*

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

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

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the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

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

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

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

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

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

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

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

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

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

7. Determination, Extent of Liability and Coinsurance.

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

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

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

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

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

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

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

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

8. Apportionment.

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. Limitation of Liability.

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

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

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

10. Reduction of Insurance; Reduction or Termination of Liability.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. Liability Non-cumulative.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. Payment of Loss.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. Subrogation Upon Payment or Settlement.

(a) The Company's Right of Subrogation.

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

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and

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remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. Arbitration.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located

permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

15. Liability Limited to this Policy; Policy Entire Contract.

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

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or Validating Officer or Authorized Signatory of the Company.

16. Severability.

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

17. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to its Home Office: 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

Agent# State Cty.
AI1006 11 001

Prop Tran
1 010

Reissue Amt.
\$

Re. Tran

Simultaneous Issue#
MM 2209261
MM 2209262

OWNERS

SCHEDULE A

<u>OFFICE FILE #</u>	<u>POLICY NUMBER</u>	<u>DATE OF POLICY</u>	<u>AMT. OF INSURANCE</u>	<u>TOTAL PREMIUM</u>
P149260	SV 2640392	JULY 3, 1996 AS OF 3:59 PM	\$295,000.00	\$1140.00

1. Name of Insured:

BRADLEY J. JANICEK AND LOU ANN JANICEK

2. The estate or interest in the land which is covered by this policy is:

FEE SIMPLE

3. Title to the estate or interest in the land is vested in:

BRADLEY J. JANICEK AND LOU ANN JANICEK, HUSBAND AND WIFE

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

A MORTGAGE TO SECURE AN INDEBTEDNESS OF \$ 162,723.00, AND ANY OTHER AMOUNTS AS THEREIN PROVIDED, PAYABLE UNDER THE TERMS, CONDITIONS, PROVISIONS AND STIPULATIONS THEREOF.

DATED: JULY 1, 1996

MORTGAGOR: BRADLEY J. JANICEK AND LOU ANN JANICEK

MORTGAGEE: WEST ONE BANK, IDAHO

RECORDED: JULY 3, 1996

INSTRUMENT NO.: 96055893

A MORTGAGE TO SECURE AN INDEBTEDNESS OF \$ 25,250.00, AND ANY OTHER AMOUNTS AS THEREIN PROVIDED, PAYABLE UNDER THE TERMS, CONDITIONS, PROVISIONS AND STIPULATIONS THEREOF.

DATED: JULY 1, 1996

MORTGAGOR: BRADLEY J. JANICEK AND LOUANN JANICEK, HUSBAND AND WIFE

MORTGAGEE: RICHARD G. DAVIS AND E. JOANNE DAVIS, HUSBAND AND WIFE

RECORDED: JULY 3, 1996

INSTRUMENT NO.: 96055894

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

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

THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO.

OWNERS

SCHEDULE B

Policy Number: P149250 SV 2640392

Owners

EXCEPTIONS FROM COVERAGE

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

General Exceptions:

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

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

1. GENERAL TAXES FOR THE YEAR 1996, WHICH ARE LIENS, ARE NOT YET DUE AND PAYABLE.
2. ANY, RIGHT OR INTEREST IN ANY MINERAL, MINERAL RIGHTS, OR RELATED MATTERS, INCLUDING BUT NOT LIMITED TO OIL, GAS, COAL, AND OTHER HYDROCARBONS.
3. AN EASEMENT CONTAINING CERTAIN TERMS, CONDITIONS AND PROVISIONS AFFECTING A PORTION OF SAID PREMISES AND FOR THE PURPOSES STATED HEREIN.
FOR: POWER LINE EASEMENT
IN FAVOR OF: IDAHO POWER COMPANY
RECORDED: DECEMBER 23, 1974
INSTRUMENT NO.: 909785
AFFECTS: BEGINNING AT THE EAST QUARTER CORNER OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 1 WEST, BOISE MERIDIAN; THENCE
WEST ALONG NORTH SIDE OF HALF SECTION LINE A DISTANCE 500 FEET; THENCE
NORTH 30 FEET; THENCE
EAST TO COUNTY ROAD PROPERTY LINE
4. RIGHTS OR CLAIMS TO RIGHTS OF WAY FOR DITCHES, CANALS, LATERALS OR SLOUGHS AS THE SAME MAY EXIST ON, OVER OR ACROSS SAID PREMISES.

CONTINUED

5. RIGHTS OF THE PUBLIC TO PORTIONS OF SAID PREMISES, IF ANY, WHICH MAY LIE WITHIN THE RIGHT OF WAY FOR TEN MILE RD.
AS DISCLOSED BY VARIOUS INSTRUMENTS OF RECORD.
6. UNRECORDED LEASEHOLDS, IF ANY, RIGHTS OF PARTIES IN POSSESSION OTHER THAN THE VESTES HEREIN, RIGHTS OF SECURED PARTIES UNDER FINANCING STATEMENTS AS TO PERSONAL PROPERTY LOCATED ON THE PREMISES HEREIN AND THE RIGHTS OF TENANTS TO REMOVE TRADE FIXTURES.

END OF EXCEPTIONS

NOTE: THERE IS NO NOTICE OF RECORD AND THEREFORE NO SEARCH HAS BEEN MADE FOR ANY UNPAID ASSESSMENTS, CHARGES OR FEES FOR SEWER, WATER, GARBAGE, IRRIGATION AND OTHER POSSIBLE UTILITY SERVICES.