

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUN 03 2019

DEPARTMENT OF
WATER RESOURCES

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
47-17575	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: L & S Land Holdings LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): ISE 555 Broadway LLC
New owner(s) as listed on the conveyance document

Mailing address: P.O. Box 267 City: Galena State: MD ZIP: 21635
Telephone: 410-755-6373 Email: denise-ford@iseamerica.com

4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: _____
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
☐ A copy of the conveyance document - warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☐ Filing fee (see instructions for further explanation):
 o \$25 per *undivided* water right.
 o \$100 per *split* water right.
 o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: Denise Ford Title, if applicable: Manager Date: 5/29/19
 Signature of new owner/claimant

Signature: _____ Title, if applicable: _____ Date: _____
 Signature of new owner/claimant

For IDWR Office Use Only:

Received by: [Signature] Date: 6-3-19 Receipt No. C106940 Receipt Amt. 25
 Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing
 Name on W-9: _____ Approved by: _____ Processed by: [Signature] W-9 received? Yes ☐ No ☐
 Date: 6-17-19

**ALTA STANDARD OWNER'S POLICY
STEWART TITLE INSURANCE COMPANY**

SCHEDULE A

Date of Policy: April 22, 2014 at 2:37 P.M.

Order Number: 50803 / 4664 - C

Policy Number: O-9301-002618201

Amount of Insurance: \$33,000,000.00

Premium: \$47,130.00

1. Name of Insured: **ISE 555 BROADWAY, LLC**
2. The estate or interest in the Land that is insured by this policy is: **FEE SIMPLE**
3. Title is vested in:

TRACT A - CASSIA COUNTY

**ISE 555 BROADWAY, LLC,
a New York limited liability company**

TRACT B - TWIN FALLS COUNTY

**ISE 555 BROADWAY, LLC,
a New York limited liability company**

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

SEE SCHEDULE A, PAGES 2 THROUGH 4

**LAND TITLE AND ESCROW, INC.
P.O. Box 177
211 West 13th Street
Burley, Idaho 83318**

Countersigned: 

Authorized Officer or Agent

This Policy is valid only if Schedule B is attached.

**OWNER'S POLICY OF TITLE INSURANCE
ISSUED BY**

STEWART TITLE GUARANTY COMPANY

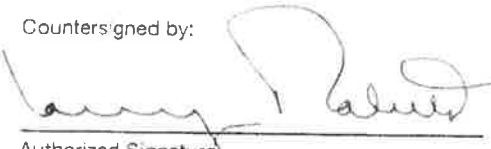
Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

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

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
 - (a) A defect in the Title caused by:
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

Countersigned by:



 Authorized Signature

Land Title and Escrow, Inc.

Company

Burley ID

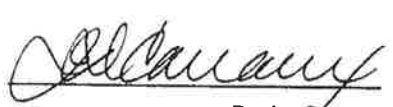
City, State

stewart
title guaranty company





Matt Morris
President and CEO



Denise Carraux
Secretary

Policy
Serial No. **O-9301-002618201**

Copyright 2006-2009 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN
LAND TITLE
ASSOCIATION



TRACT ACASSIA COUNTY PROPERTY

TOWNSHIP 12 SOUTH, RANGE 19 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

- Section 4: Lots 1, 2, 3 and 4 and S½NE¼
Section 5: Lots 1, 2, 3, 4 and SW¼NW¼ and W½SW¼
Section 6: **ALL SAVE AND EXCEPT** Lot 6 and Lot 7
Section 7: NE¼NE¼; W½NE¼, E½NW¼, NE¼SW¼, NW¼SE¼

TRACT BTWIN FALLS COUNTY PROPERTY

TOWNSHIP 11 SOUTH, RANGE 18 EAST OF THE BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

- Section 36: E½NE¼; SE¼SW¼; SE¼ **SAVE AND EXCEPT** the following described tracts:

Tract No. 1:

Commencing at a 5/8 inch iron pin bearing a cap stamped LS 9858 marking the Southwest corner of the Southeast ¼ of Section 36;

Thence along the West line of the Southeast ¼ of said Section 36, North 0°14'44" West, a distance of 1322.49 feet to the Southwest corner of the Northwest ¼ of the Southeast ¼ of said Section 36, being also the corner of a tract of land conveyed to the Lucy Gray Living Trust by Instrument No. 1994-019750 as recorded in the Twin Falls County Recorder's Office and being also the Point of Beginning;

Thence along the West line of said Northwest ¼ of the Southeast ¼ and the boundary of said Gray Tract, North 00°14'44" West, a distance of 219.44 feet;

Thence along the boundary of said Gray tract, North 40°06'28" East, a distance of 847.90 feet;

Thence along the boundary of said Gray tract, South 68°11'43" East, a distance of 826.03 feet to the intersection with the East line of said Northwest ¼ of the Southeast ¼;

Thence South 49°21'48" West, a distance of 300.41 feet;

Thence South 71°29'14" West, a distance of 554.30 feet;

Thence South 78°35'29" West, a distance of 243.56 feet;

Thence South 66°10'13" West, a distance of 349.72 feet to the Point of Beginning.

Tract No. 2:

Beginning at the Northwest corner of said NW¼SE¼,

Thence Easterly along the North line of said NW¼SE¼ to the Northeast corner thereof;

Thence South along the East line of the NW¼SE¼ for a distance of 747.8 feet;

Thence North 68°11'43" West (North 63°21', rec.) for a distance of 826.03 feet (826 feet, rec.);

Thence South 40°06'28" East (South 39°39' West, rec.) for a distance of 847.90 feet (848 feet, rec.) to the West line of the NW¼SE¼;

Thence North 00°14'44" West along the West boundary line for a distance of 1103.2 feet, more or less to the Point of Beginning.

TOWNSHIP 12 SOUTH, RANGE 18 EAST OF THE BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

- Section 1: N½; NE¼SW¼; **SAVE AND EXCEPT** that portion deeded to the Twin Falls Highway District for highway purposes.

-Continued-

SCHEDULE A

Order Number: 50803 / 4664 - C

Policy Number: O-9301-002618201

TOWNSHIP 11 SOUTH, RANGE 19 EAST OF THE BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 19: ALL SAVE AND EXCEPT the SW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 20: ALL SAVE AND EXCEPT the following described tracts:

Tract No. 1:

Beginning at the North quarter section corner of Section 20, Township 11 South, Range 19 East, Boise Meridian, said corner marked by a 5/8 inch rebar which shall be the Point of Beginning;
Thence North 89°43'39" East along the section line for a distance of 379.15 feet to a ½ inch rebar;
Thence South 00°16'21" East for a distance of 210.00 feet to a ½ inch rebar;
Thence South 89°43'39" West for a distance of 389.00 feet to a ½ inch rebar;
Thence North 00°16'21" West for a distance of 210.00 feet to a ½ inch rebar on section line;
Thence North 89°43'39" East along the section line for a distance of 9.85 feet to the Point of Beginning.

Tract No. 2:

Beginning at the North quarter section corner of Section 20, Township 11 South, Range 19 E., B.M., said corner marked by a 5/8 inch rebar; Thence North 89°43'39" East along the section line for a distance of 379.15 feet to a ½ inch rebar which shall be the Point of Beginning;
Thence North 89°42'39" East along section line for a distance of 415.00 feet to a ½ inch rebar;
Thence South 00°16'21" East for a distance of 210.00 feet to a ½ inch rebar;
Thence South 89°43'39" West for a distance of 415.00 feet to a ½ inch rebar;
Thence North 00°16'21" West for a distance of 210.00 feet to the Point of Beginning.

Tract No. 3:

Commencing at the Northeast corner of said Section; Thence West 1170 feet; Thence South to a point on the Southerly boundary of highway right of way, being the True Point of Beginning;
Thence South 185 feet;
Thence East 235 feet;
Thence North 185 feet;
Thence West 235 to the True Point of Beginning

Section 21: ALL

Section 28: ALL

Section 29: ALL SAVE AND EXCEPT the following described tract:

Beginning at the North quarter corner of said Section 29, said corner marked by a ½ inch rebar;
Thence North 89°52'44" East along the North line of Section 28 for a distance of 52.22 feet to a ½ inch rebar which shall be the Point of Beginning;
Thence North 89°52'44" East along the North line of Section 29 for a distance of 246.15 feet to a ½ inch rebar;
Thence South 00°07'16" East for a distance of 509.08 feet to a ½ inch rebar;
Thence along a non-tangent curve to the right for a distance of 525.27 feet to a ½ inch rebar, said curve having a radius of 1300.00 feet and a central angle of 23°09'02" with a long chord bearing of South 28°01'52" West for a distance of 521.70 feet;
Thence North 00°07'16" West for a distance of 969.06 feet to the Point of Beginning.

-Continued-

CONTINUATION

SCHEDULE A

Order Number: 50803 / 4664 - C

Policy Number: O-9301-002618201

Section 30: ALL SAVE AND EXCEPT the following described tracts:

Tract No. 1:

NW¼NE¼

Tract No. 2:

Commencing at the Northwest corner of said Section 30;

Thence South 00°00'00" East along the West boundary of the Northwest Quarter of Section 30 for a distance of 1220.00 feet to the True Point of Beginning;

Thence South 88°14'00" East for a distance of 679.00 feet;

Thence South 00°33'04" West for a distance of 208.64 feet;

Thence South 89°21'38" West for a distance of 215.82 feet;

Thence North 00°59'53" East for a distance of 92.61 feet;

Thence North 88°35'25" West for a distance of 462.62 feet to a point on the West boundary of the Northwest quarter of Section 30;

Thence North 00°00'00" East along the West boundary of the Northwest quarter of Section 30 for a distance of 128.00 feet to the True Point of Beginning.

Section 32: ALL

Section 33: ALL

END OF SCHEDULE A

EXCEPTIONS FROM COVERAGE

Order Number: 50803 / 4664 - C

Policy Number: O-9301-002618201

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

GENERAL (STANDARD) EXCEPTIONS:

1. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession, thereof.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
4. Any lien, or right to a lien, imposed by law for services, labor, or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public records.
5. Taxes or assessments which are not now payable or 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.
6. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.
7. 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.
8. Liens in favor of the State of Idaho that might be disclosed by any Notice of Lien filed in the Office of the Secretary of State of Idaho against the vested owner or prior owner or against the purchaser of the land described herein.
9. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
10. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

SPECIAL EXCEPTIONS

11. Taxes for 2014 and subsequent years, a lien, but not yet due or payable.

CASSIA COUNTY

12. Assessments of the Southwest Irrigation District and the rights and powers of said District as by law provided.
13. Powerline Easement from Kenneth M. Kennedy and Doris J. Kennedy, husband and wife, to Idaho Power Company, a corporation, dated April 19, 1950, and recorded February 5, 1954 as Instrument No. 181245 in Book 15 of Miscellaneous on Page 78 in the office of the Recorder of Cassia County, Idaho, over and across the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 4, Township 12, South, Range 19 East of the Boise Meridian.

-Continued-

SCHEDULE B - SECTION 2**Order Number: 50803 / 4664 - C****Policy Number: O-9301-002618201**

14. Power Line Easement from Mack Gray and Margaret Gray, his wife, to Idaho Power Company, a corporation, dated January 18, 1952 and recorded April 8, 1955 as Instrument No. 185767 in Book 15 of Miscellaneous at Page 245, records of Cassia County, Idaho, over and across Lot 3, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 6, Township 12 South, Range 19 East, Boise Meridian.
15. Power Line Easement from J. Woodson Creed and Noma Creed, his wife, to Idaho Power Company, dated April 28, 1955, and recorded July 11, 1957 as Instrument No. 194111 in Book 5 of Miscellaneous on Page 481, records of Cassia County, Idaho, covering the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 5, Township 12 South, Range 19 East of the Boise Meridian.
16. Power Line Easement from J. Woodson Creed and Noma M. Creed, his wife, to Idaho Power Company, a corporation, dated May 3, 1957, and recorded May 8, 1958 as Instrument No. 197154 in Book 15 of Miscellaneous, records of Cassia County, Idaho, covering the SE $\frac{1}{4}$ NE $\frac{1}{4}$ and E $\frac{1}{2}$ SE $\frac{1}{4}$ in Section 6, Township 12 South, Range 19 East of the Boise Meridian, and the NW $\frac{1}{4}$ SW $\frac{1}{4}$ in Section 5, Township 12 South, Range 19 East of the Boise Meridian.
17. Power Line Easement from Thurman A. Willis and Lois M. Willis, husband and wife, to Idaho Power Company, a corporation, dated June 22, 1960 and recorded November 9, 1960 as Instrument No. 208719 on Film No. 16, records of Cassia County, Idaho, over and across the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 7, Township 12 South, Range 19 East, Boise Meridian.
18. Power Line Easement From J. Woodson Creed and Noma Milton Creed, his wife, to Idaho Power Company, a corporation, dated May 3, 1960 and recorded November 9, 1960 as Instrument No. 208720 records of Cassia County, Idaho, covering the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 5, Township 12 South, Range 19 East of the Boise Meridian.
19. Right of Way Easement from Wayne Butler and Velma Butler, husband and wife, to Idaho Power Company, a corporation, dated July 13, 1978, and recorded August 30, 1978 as Instrument No. 110586 on Film No. 120, records of Cassia County, Idaho, granting an easement and right of way over and across a portion of Lot 4 of Section 4, Township 12, South, Range 19 East of the Boise Meridian.
20. Right of Way Easement from S & D Industries, Inc., as Grantor to Idaho Power Company, a corporation, as Grantee, dated February 6, 1979 and recorded March 16, 1979 as Instrument No. 115025 on Film No. 124, records of Cassia County, Idaho, over and across NE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 6, Township 12 South, Range 19 East of the Boise Meridian.
21. Right of Way Easement from Creed ConCern, Inc., to Idaho Power Company, a corporation, dated May 21, 1979, and recorded August 23, 1979, as Instrument No. 119464 on Film No. 128, records of Cassia County, Idaho, over and across N $\frac{1}{2}$ SE $\frac{1}{4}$, Section 6 and NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 5, Township 12 South, Range 19 East of the Boise Meridian.
22. Easement from Marvin Vieselmeyer, Erma A. Vieselmeyer, Dean Vieselmeyer & Lee Vieselmeyer to Patrick Kueny and Ralph MacFarlane, dated November 8, 1980 and recorded February 10, 1981 as Instrument No. 132364 on Film No. 140, records of Cassia County, Idaho, over and across Lot 4 and NE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 6, Township 12 South, Range 19 East of the Boise Meridian.
23. Reservation of All minerals and mineral rights, conveyed by Quitclaim Deed recorded March 11, 1988 as Instrument No. 194101 on Film No. 197, records of Cassia County, Idaho. (Covers Section 5, E $\frac{1}{2}$ Section 6 and NE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 7, Township 12 South, Range 19 East, Boise Meridian)
 - The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
24. Power Line Easement from Dunford & McCall, a partnership and the VanDiest Family Partnership, to Idaho Power Company, a corporation, recorded April 11, 1990 as Instrument No. 207059, records of Cassia County, Idaho, over and across Lot 1, Lot 2, NW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 5 and NE $\frac{1}{4}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 6 all in Township 12 South, Range 19 East of the Boise Meridian.
25. Right of Way Easement from S & D Industries and Marwin W. Vieselmeyer & Erma A. Vieselmeyer, as Grantors to Idaho Power Company, a corporation as Grantee, dated October 18, 1990 and recorded November 14, 1990 as Instrument No. 210525 on Film No. 221, records of Cassia County, Idaho, over and across NE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 6, Township 12 South, Range 19 East of the Boise Meridian.

-Continued-

CONTINUATION

SCHEDULE B - SECTION 2

Order Number: 50803 / 4664 - C

Policy Number: O-9301-002618201

26. County road easement as contained in Warranty Deed from Velma Butler, a widow, to Winding Brook Corporation, a Massachusetts corporation, dated February 28, 1995 and recorded March 7, 1995 as Instrument No. 235495 on Film No. 264, records of Cassia County, Idaho which reads as follows: "SUBJECT TO: A 25 foot wide county road easement along the North, East and West boundaries of the described parcel." (Covers Section 4, Township 12 South, Range 19 East, Boise Meridian)
27. Power Line Easement Individual executed by Luis Bettencourt, Grantor to Idaho Power Company, a corporation, Grantee, dated January 18, 2002 and recorded April 24, 2003 as Instrument No. 288278, records of Cassia County, Idaho. (Covers W $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 5, Township 12 South, Range 19 East of the Boise Meridian)

TWIN FALLS COUNTY

28. Rights-of-way for ditches, tunnels and telephone and transmission lines constructed by authority of the United States, as granted to the United States under provisions of Section 58-604, Idaho Code.
29. Assessments of the American Falls Reservoir District and the rights and powers of said District as by law provided.
30. Liens, levies, and assessments of the Twin Falls Canal Company, and the rights, powers, and easements of said Company as by law provided.
31. Assessments of the Artesian Irrigation, Inc. and the rights and powers of said District as by law provided.
32. Assessments of the Dry Creek District and the rights and powers of said District as by law provided.
33. Assessments of the Rock Creek District and the rights and powers of said District as by law provided.
34. Assessments of the Southwest Irrigation District and the rights and powers of said District as by law provided.
35. Assessments of the Strong Ditch District and the rights and powers of said District as by law provided.
36. Assessments of the Milner Canal District and the rights and powers of said District as by law provided.
37. County road rights of way.
38. Right of Way Easement given by D.L. Armstrong to Rock Creek Highway District, dated February 16, 1923, recorded March 2, 1926 as Instrument Number 185069, records of Twin Falls County, Idaho. (Across 25 feet of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 36, 25 feet of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 25, 25 feet of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 25 all in Township 11 South, Range 18 East, Boise Meridian and across 25 feet of lots 3 and 4 and across 50 feet of Lot 3 in Section 30, Township 11 South, Range 19 East, Boise Meridian)
39. Power Line Easement given by L. W. Madden and Ora Madden, brother and sister to Idaho Power Company, a corporation, dated February 11, 1931, recorded May 29, 1933 as Instrument Number 250058, Twin Falls County records. (Covers Lot 3 of Section 1, Township 12 South, Range 18 East of the Boise Meridian)
40. Power Line Easement given by Clyde E. Edminister and Neva M. Edminister, husband and wife, to Idaho Power Company, a corporation, dated May 25, 1938, recorded July 29, 1938 as Instrument Number 294286, Twin Falls County records. (Covers the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 30, Township 11 South, Range 19 East of the Boise Meridian)
41. Power Line Easement given by Clyde E. Edminister and Neva Edminister, husband and wife, to Idaho Power Company, a corporation, dated April 30, 1940, recorded September 6, 1940 as Instrument Number 312220, Twin Falls County records. (Covers the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 30, Township 11 South, Range 19 East of the Boise Meridian)
42. Power Line Easement given by Lara P. Larsen and Ona M. Larsen, his wife, to Idaho Power Company, a corporation, dated May 1, 1944, recorded June 1, 1944 as Instrument Number 341950, Twin Falls County records. (Covers the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 30, Township 11 South, Range 19 East of the Boise Meridian)

-Continued-

SCHEDULE B - SECTION 2

Order Number: 50803 / 4664 - C

Policy Number: O-9301-002618201

43. Power Line Easement given by W B Savage and Agnes S. Savage, his wife, to Idaho Power Company, a corporation, recorded May 14, 1947 as Instrument Number 371070, Twin Falls County records. (Covers the S $\frac{1}{2}$ N $\frac{1}{2}$ of Section 19, Township 11 South, Range 19 East of the Boise Meridian)
44. Power Line Easement given by Edna W. Kemp, to Idaho Power Company, a corporation, recorded July 7, 1947 as Instrument Number 372818, Twin Falls County records. (Covers the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 29, Township 11 South, Range 19 East of the Boise Meridian)
45. Power Line Easement given by W A Coiner and Marietta Coiner, his wife, to Idaho Power Company, a corporation, recorded October 9, 1947 as Instrument Number 374992, Twin Falls County records. (Covers Lot 3 and a parcel of land within the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 1, Township 12 South, Range 18 East of the Boise Meridian)
46. Power Line Easement given by Clyde Edminster and Neva Edminster, his wife, to Idaho Power Company, a corporation, recorded May 7, 1948 as Instrument Number 381248, Twin Falls County records. (Covers Lot 1 and a parcel of land within the E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 30, Township 11 South, Range 19 East of the Boise Meridian)
47. Power Line Easement given by W B Savage and Agnes S. Savage, his wife, to Idaho Power Company, a corporation, recorded May 7, 1948 as Instrument Number 381252, Twin Falls County records. (Covers the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 29, Township 11 South, Range 19 East of the Boise Meridian)
48. Power Line Easement given by Edna M. Kemp, widow, to Idaho Power Company, a corporation, recorded October 21, 1948 as Instrument Number 385077, Twin Falls County records. (Covers the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 29 and SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 30, Township 11 South, Range 19 East of the Boise Meridian)
49. Power Line Easement given by Ove C. Andersen, a bachelor, to Idaho Power Company, a corporation, recorded October 21, 1948 as Instrument Number 385100, Twin Falls County records. (Covers the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 20, Township 11 South, Range 19 East of the Boise Meridian)
50. Power Line Easement given by N Bankhead and Hannah Bankhead, his wife to Idaho Power Company, a corporation, recorded June 1, 1950 as Instrument Number 399958, Twin Falls County records. (Covers the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 19, Township 11 South, Range 19 East of the Boise Meridian)
51. Power Line Easement given by Martin H. Reinke and Lenora R. Reinke, his wife, to Idaho Power Company, a corporation, recorded June 16, 1950 as Instrument Number 400545, Twin Falls County records. (Covers the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 28, Township 11 South, Range 19 East of the Boise Meridian)
52. Power Line Easement given by George D. Crockett and Charlotte W. Crockett, his wife, to Idaho Power Company, a corporation, recorded October 27, 1950 as Instrument Number 404036, Twin Falls County records. (Covers the W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 19, Township 11 South, Range 19 East of the Boise Meridian)
53. Power Line Easement given by U E Couberly and Mabel Couberly, his wife, to Idaho Power Company, a corporation, recorded May 23, 1951 as Instrument Number 409878, Twin Falls County records. (Covers the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 32, Township 11 South, Range 19 East of the Boise Meridian)
54. Power Line Easement given by W A Coiner and Marietta Coiner, his wife, to Idaho Power Company, a corporation, recorded May 23, 1951 as Instrument Number 409879, Twin Falls County records. (Covers the SE $\frac{1}{4}$ NW $\frac{1}{4}$ and SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 1, Township 12 South, Range 18 East of the Boise Meridian)
55. Power Line Easement given by Harry Wohlliab and Elsie V. Wohlliab, his wife, to Idaho Power Company, a corporation, recorded October 20, 1952 as Instrument Number 421998, Twin Falls County records. (Covers the S $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 33, Township 11 South, Range 19 East of the Boise Meridian)
56. Power Line Easement given by Martin H. Reinke and Lenora R. Reinke, his wife, to Idaho Power Company, a corporation, recorded February 6, 1954 as Instrument Number 433318, Twin Falls County records. (Covers the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 28, Township 11 South, Range 19 East of the Boise Meridian)

-Continued-

CONTINUATION

SCHEDULE B - SECTION 2

Order Number: 50803 / 4664 - C

Policy Number: O-9301-002618201

57. Power Line Easement given by Norma M. Creed and J. Woodson Creed, his wife, to Idaho Power Company, a corporation, recorded February 6, 1954 as Instrument Number 433320, Twin Falls County records. (Covers the E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 21, Township 11 South, Range 19 East of the Boise Meridian)
58. Power Line Easement given by W B Savage and Agnes Savage, his wife to Idaho Power Company, a corporation, recorded March 18, 1955 as Instrument Number 443642, Twin Falls County records. (Covers the SW $\frac{1}{4}$ SE $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 20, Township 11 South, Range 19 East of the Boise Meridian)
59. Power Line Easement given by Ove C. Anderson (a bachelor) to Idaho Power Company, a corporation, recorded March 18, 1955 as Instrument Number 443643, Twin Falls County records. (Covers the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 20, Township 11 South, Range 19 East of the Boise Meridian)
60. Power Line Easement given by Fay J. Frahm and Geneve Frahm, his wife to Idaho Power Company, a corporation, recorded March 18, 1955 as Instrument Number 443644 Twin Falls County records. (Covers the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 21, Township 11 South, Range 19 East of the Boise Meridian)
61. Power Line Easement given by C R Morrill and Faye Morrill, his wife to Idaho Power Company, a corporation, recorded March 18, 1955 as Instrument Number 443646, Twin Falls County records. (Covers the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 28, Township 11 South, Range 19 East of the Boise Meridian)
62. Power Line Easement given by J D Claiborne & sons a Partnership, to Idaho Power Company, a corporation, recorded February 18, 1960 as Instrument Number 490582, Twin Falls County records. (Covers the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 29, Township 11 South, Range 19 East of the Boise Meridian)
63. Agreement by and between W. B. Savage Ranches, Inc., a corporation and Twin Falls Canal Company, a corporation, dated March 20, 1961, recorded February 20, 1962 as Instrument Number 511055, records of Twin Falls County, Idaho. (Covers Section 19, Township 11 South, Range 19 East, Boise Meridian)
64. Power Line Easement given by Ona M. Larsen (Mrs. Lars P. Larsen) married, to Idaho Power Company, a corporation, recorded August 17, 1962 as Instrument Number 516503, Twin Falls County records. (Covers the SW $\frac{1}{4}$ SE $\frac{1}{4}$ and SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 30, Township 11 South, Range 19 East of the Boise Meridian)
65. Agreement by and between Harold B. Tilley and Eula F. Tilley, husband and wife, and Ray R. Tilley and Barbara J. Tilley, husband and wife, dated January 31, 1966, recorded February 3, 1966 as Instrument Number 560342, records of Twin Falls County, Idaho. (Covers SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 29, Township 11 South, Range 19 East, Boise Meridian)
66. Grant of Material Right given by Merle Wolverton and Margaret Wolverton, husband and wife to Twin Falls Canal Company, a corporation, dated February 12, 1966, recorded February 17, 1966 as Instrument Number 560881, records of Twin Falls County, Idaho. (Covers Lots 3 and 4 in Section 1, Township 12 South, Range 18 East, Boise Meridian)
67. Materials Lease by and between Twin Falls Canal Company Ltd. and the Idaho Department of Highways, dated April 10, 1968, recorded May 20, 1968 as Instrument Number 588790, records of Twin Falls County, Idaho. (Covers Lots 3 and 4 in Section 1, Township 12 South, Range 18 East, Boise Meridian)
68. Agreement by and between Robert D. Stanger and Maria Teresa Stanger, husband and wife and Ronald J. Goodman and Janet Goodman, husband and wife and Edwin J. Sliger, a single person, dated December 10, 1973, recorded December 11, 1973 as Instrument Number 658561, records of Twin Falls County, Idaho. (Covers the W $\frac{1}{2}$ of Section 28, Township 11 South, Range 19 East, Boise Meridian and E $\frac{1}{2}$ E $\frac{1}{2}$ of Section 29, Township 11 South, Range 19 East, Boise Meridian)
69. Power Line Easement given by Edwin D. Crockett and Marion L. Crockett, his wife, to Idaho Power Company, a corporation, recorded February 5, 1974 as Instrument Number 660646, Twin Falls County records. (Covers the NE $\frac{1}{4}$ SW $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 1, Township 12 South, Range 18 East of the Boise Meridian)
70. Underground Power Line Easement given by Taylor Cattle Company to Idaho Power Company, a corporation, dated April 8, 1976, recorded August 30, 1976 as Instrument Number 701906, records of Twin Falls County, Idaho. (Covers the SE corner of Section 36, Township 11 South Range 18 East of the Boise Meridian)

-Continued-

SCHEDULE B - SECTION 2**Order Number: 50803 / 4664 - C****Policy Number: O-9301-002618201**

71. Power Line Easement given by Taylor Cattle Co. to Idaho Power Company, a corporation, recorded November 9, 1976 as Instrument Number 705030, Twin Falls County records. (Covers the SE corner of Section 36, Township 11 South, Range 18 East of the Boise Meridian)
72. Power Line Easement given by Melvin J. Campbell and Pauline J. Campbell, his wife to Idaho Power Company, a corporation, recorded February 16, 1977 as Instrument Number 710132, Twin Falls County records. (Covers the NE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 30, Township 11 South, Range 19 East of the Boise Meridian)
73. Right of Way Easement given by W A Sumner and Viola L. Sumner, husband and wife to Idaho Power Company, a corporation, dated July 20, 1977, recorded July 26, 1977 as Instrument Number 719527, records of Twin Falls County, Idaho. (Covers W $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 33, Township 11 South, Range 19 East of the Boise Meridian)
74. Right of Way Easement given by Fred Kenyon and Jean A. Kenyon, husband and wife. to Idaho Power Company, a corporation, dated September 1, 1977, recorded September 7, 1977 as Instrument Number 721935, records of Twin Falls County, Idaho. (Covers the N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 32, Township 11 South, Range 19 East of the Boise Meridian)
75. Right of Way Easement given by Wayne Butler and Velma Butler, husband and wife to Idaho Power Company, a corporation, dated January 12, 1978, recorded January 12, 1978 as Instrument Number 728994, records of Twin Falls County, Idaho. (Covers the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 33, Township 11 South, Range 19 East of the Boise Meridian)
76. Right of Way Easement given by Patricia Ann Conner Lucht to Idaho Power Company, a corporation, dated December 21, 1977, recorded January 13, 1978 as Instrument Number 728999, records of Twin Falls County, Idaho. (Covers the W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 21, Township 11 South, Range 19 East of the Boise Meridian)
77. Easement and Right of Way for a 20 foot roadway given by M. J. Campbell and Pauline J. Campbell, husband and wife to Garnett Kidd and Alice Kidd, husband and wife, recorded April 17, 1978 as Instrument Number 734958, records of Twin Falls County, Idaho. (Covers SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 30, Township 11 South, Range 19 East of the Boise Meridian)
78. Right of Way Easement given by Floyd V. Stanger and Nadine M. Stanger, husband and wife to Idaho Power Company, a corporation, dated May 10, 1978, recorded August 30, 1978 as Instrument Number 743614, records of Twin Falls County, Idaho. (Covers the W $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 21, Township 11 South, Range 19 East of the Boise Meridian)
79. Right of Way Easement given by Robert D. Stanger and Maria T. Stanger, husband and wife to Idaho Power Company, a corporation, dated August 16, 1978, recorded August 30, 1978 as Instrument Number 743615, records of Twin Falls County, Idaho. (Covers the W $\frac{1}{2}$ W $\frac{1}{2}$ of Section 28, Township 11 South, Range 19 East of the Boise Meridian)
80. Right of Way Easement given by Wayne Butler and Velma Butler to Idaho Power Company, a corporation, dated July 13, 1978, recorded November 3, 1978 as Instrument Number 747219, records of Twin Falls County, Idaho. (Covers the W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 33, Township 11 South, Range 19 East of the Boise Meridian)
81. Amended Judgment by and between Idaho Power Company, a corporation, as Plaintiff and Patrick Kueny and LaRonna K. Kueny, husband and wife, et al., as Defendants, dated December 17, 1980, record December 23, 1980 as Instrument Number 794849, records of Twin Falls County, Idaho, granting to the Plaintiff an easement and right of way for erection and continued operation, repair, alteration and inspection and replacement of a single-circuit electric power line of one or more wires. (Covers the W $\frac{1}{2}$ of Section 1, Township 12 South, Range 18 East of the Boise Meridian)
82. Power Line Easement given by Thornton K. Taylor, Theodore K. Taylor, Gene A. Broadman, Patricia A. Broadman and Ida L. Taylor to Idaho Power Company, a corporation, recorded April 3, 1981 as Instrument Number 800292, Twin Falls County records. (Covers the NE $\frac{1}{4}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 36, Township 11 South, Range 18 East of the Boise Meridian)
83. Easement in Quitclaim Deed between Patrick Kueny and LaRonna Kueny, husband and wife, and Ralph MacFarlang and Ann MacFarlang, husband and wife, to Twin Falls Highway District, a body politic, dated March 26, 1981 and recorded February 10, 1982 as Instrument No. 816763, records of Twin Falls County, Idaho, covering Lot 4 in Section 1, Township 12 South, Range 18 East of the Boise Meridian.

-Continued-

SCHEDULE B - SECTION 2**Order Number: 50803 / 4664 - C****Policy Number: O-9301-002618201**

84. Easement in Quitclaim Deed between Patricia Ann Broadman, a married woman dealing with her sole and separate property, Theodore K. Taylor, a married man dealing with his sole and separate property, and Thornton K. Taylor and Ida L. Taylor, husband and wife, to Twin Falls Highway District, a body politic, recorded February 10, 1982 as Instrument No. 816765, records of Twin Falls County, Idaho, covering Lot 4 in Section 1, Township 12 South, Range 18 East of the Boise Meridian.
85. Power Line Easement given by Patricia Ann Broadman, Ida L. Taylor, Thornton K. Taylor and Theodore K. Taylor to Idaho Power Company, a corporation, recorded October 13, 1982 as Instrument No. 828773, Twin Falls County, Records. (Covers the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 1, Township 12 South, Range 18 East of the Boise Meridian)
86. Equipment Structure Right of Way Easement given by Ray R. Tilley to The Mountain States Telephone and Telegraph Company, a Colorado corporation, dated January 7, 1985, recorded January 25, 1985 as Instrument Number 874724, records of Twin Falls County, Idaho. (Covers SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 29, Township 11 South, Range 19 East, Boise Meridian)
87. Power Line Easement given by Patrick & LaRonna Kueny and Ralph E. & Ann M. MacFarlane to Idaho Power Company, a corporation, recorded August 2, 1985 as Instrument Number 887071, Twin Falls County records. (Covers the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 1, Township 12 South, Range 18 East of the Boise Meridian)
88. Power Line Easement given by Mark Cummins and Daniel Cummins and Cummins Farms, Inc. to Idaho Power Company, a corporation, recorded June 28, 1989 as Instrument Number 956771, Twin Falls County records. (Covers the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 29, Township 11 South, Range 19 East of the Boise Meridian)
89. Power Line Easement given by Rock Creek Ranch Properties to Idaho Power Company, a corporation, recorded June 25, 1989 as Instrument Number 956781, Twin Falls County records. (Covers the SE $\frac{1}{4}$ NW $\frac{1}{4}$ and NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 1, Township 12 South, Range 18 East of the Boise Meridian)
90. Grant of Easement and Joint Use Agreement by and between Vieselmeyer Farms, a partnership, composed of the partners, Marwin W. Vieselmeyer, Dean M. Vieselmeyer and Lee R. Vieselmeyer and Clarence A. Degner and Lois A. Degner, husband and wife, dated February 16, 1990, recorded March 14, 1990 as Instrument Number 967558, records of Twin Falls County, Idaho. (Covers The NE $\frac{1}{4}$ of Section 33, Township 11 South, Range 19 East, Boise Meridian)
91. Power Line Easement given by Joseph WM Dunford; Jack McCall and The Vandiest Family Partnership to Idaho Power Company, a corporation, recorded April 12, 1990 as Instrument Number 968832, Twin Falls County records. (Covers the S $\frac{1}{4}$ N $\frac{1}{2}$ of Section 1, Township 12 South, Range 18 East of the Boise Meridian)
92. Right of Way Easement given by West One Bank, Idaho, N.A. Trustee for Dr. Malcolm Sawyer and for Elinor Sawyer Irrevocable Trust, its successors and assigns to Idaho Power Company, a corporation, dated January 15, 1991, recorded January 16, 1991 as Instrument Number 981257, records of Twin Falls County, Idaho. (Covers the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 32, Township 11 South, Range 19 East of the Boise Meridian)
93. Power Line Easement given by Kevin Stanger and Mark Stanger to Idaho Power Company, a corporation, recorded December 16, 1994 as Instrument Number 1994-021499, Twin Falls County records. (Covers the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 20, Township 11 South, Range 19 East of the Boise Meridian)
94. A 25.00-foot-wide county road easement along the southerly boundary of the described parcel, created in Warranty Deed from Velma Butler, a widow, to Winding Brook Corporation, a Massachusetts corporation, recorded March 6, 1995, as Instrument No. 1995-003527, records of Twin Falls County, Idaho. (Covers SW $\frac{1}{4}$ of Section 33, Township 11 South, Range 19 East, Boise Meridian)
95. A right of way across the South 60 feet and the East 30 feet thereof with right of ingress and egress to service a well and buried pipeline and a right of way across the South 20 feet of the West 147 feet thereof with right of ingress and egress to service a hydrant and buried pipeline, created in Warranty Deed from Clarence A. Degner and Lois A. Degner to Matthew S. Nail and Ana G. Nail recorded March 13, 1995 as Instrument No. 1995-003960, records of Twin Falls County, Idaho. (Covers SE $\frac{1}{4}$ of Section 33 and NW $\frac{1}{4}$ of Section 34, Township 11 South, Range 19 East, Boise Meridian)

-Continued-

SCHEDULE B - SECTION 2

Order Number: 50803 / 4664 - C

Policy Number: O-9301-002618201

96. A permanent easement over and across a parcel of land located in the E½NW¼ of Section 1, Township 12 South, Range 18 East Boise Meridian, Twin Falls County, Idaho, created in Gift Deed given by Kevin L. Guthrie and Anne Guthrie, husband and wife, to The Nature Conservancy, a District of Columbia non-profit corporation, recorded December 28, 1995, as Instrument No. 1995-019936, records of Twin Falls County, Idaho. (Cover Section 1, Township 12 South, Range 18 East of the Boise Meridian)
Assignment of Conservation Easement recorded June 12, 2003 as Instrument No. 2003-015209, records of Twin Falls County, Idaho.
97. Grant of Easement and Joint Use Agreement between Magic Milk Company, a partnership and Brent and Chalet Funk, dated April 22, 1996, recorded May 16, 1996 as Instrument Number 1996-008472, records of Twin Falls County, Idaho. (Covers the SE¼SE¼, Section 21, Township 11 South, Range 19 East of the Boise Meridian)
98. Terms and conditions contained of Perpetual conservation easement contained in Gift Deed of Perpetual Conservation Easement by and between Kevin L. Guthrie and Anne Guthrie, husband and wife and the Nature Conservancy, a District of Columbia non-profit corporation, dated December 23, 1997, recorded December 23, 1997 as Instrument Number 1997-021134, records of Twin Falls County, Idaho. (Covers Section 1, Township 12 South, Range 18 East, and Section 36, Township 11 South, Range 18 East of the Boise Meridian.)
Assignment of Conservation Easement recorded June 12, 2003 as Instrument No. 2003-015210, records of Twin Falls County, Idaho.
99. Easement Agreement by and between Cummins Farms, Inc., an Idaho corporation and Leonard Daw, dated January 29, 2004, recorded February 2, 2004 as Instrument Number 2004-002167, records of Twin Falls County, Idaho. (Covers Section 19, Township 11 South, Range 19 East, Boise Meridian)
100. Pivot Easement given by Morgan V. Stanger and Marilyn Stanger, husband and wife and Southern Slope, Inc., a Nevada Corporation, dated May 17, 2004, recorded May 26, 2004 as Instrument Number 2004-011302, records of Twin Falls County, Idaho. (Covers the NE¼NE¼ Section 20, Township 11 South, Range 19 East, Boise Meridian)
101. Well Water Agreement by and between Morgan V. Stanger and Marilyn Stanger, husband and wife and Southern Slope Inc., a Nevada Corporations, their successors and/or assigns, dated May 17, 2004, recorded May 26, 2004 as Instrument Number 2004-011303, records of Twin Falls County, Idaho. (Covers Section 20, Township 11 South, Range 19 East, Boise Meridian)
102. Domestic Water Use Agreement by and between Southern Slope Inc., a Nevada Corporation, their successors and/or assigns and K & M Leasing, an Idaho General Partnership, dated May 17, 2004, recorded May 26, 2004 as Instrument Number 2004-011306, records of Twin Falls County, Idaho. (Covers Section 20, Township 11 South, Range 19 East, Boise Meridian)
103. Roadway Easement and Access Agreement by and between Morgan V. Stanger and Marilyn Stanger, husband and wife and Southern Slope Inc a Nevada Corporation, recorded October 8, 2004 as Instrument Number 2004-022029, records of Twin Falls County, Idaho. (Covers Section 20, Township 11 South, Range 19 East, Boise Meridian)
104. A county road right of way along the East and South sides of parcels as disclosed in Warranty Deed dated December 5, 2005, recorded January 13, 2006 as Instrument Number 2006-000921, records of Twin Falls County, Idaho. (Covers SW¼SW¼ Section 29, Township 11 South, Range 19 East, Boise Meridian)
105. Well Agreement by and between Allen L. Cummins and Judy J. Cummins, husband and wife and Luis M. Bettencourt and Sharon L. Bettencourt, husband and wife, dated March 13, 2006, recorded March 14, 2006 as Instrument Number 2006-006060, records of Twin Falls County, Idaho. (Covers NW¼NE¼ Section 29, Township 11 South, Range 19 East, Boise Meridian)
106. Terms and conditions as contained in Confined Animal Feeding Operation Negative Easement Agreement by and between David Funk and Luis M. Bettencourt, dated May 1, 2008, recorded June 2, 2010 as Instrument Number 2010-011024, records of Twin Falls County, Idaho. (Covers W¼NE¼ of Section 21, Township 11 South, Range 19 East, and SE¼SE¼ of Section 16, Township 11 South, Range 19 East of the Boise Meridian.)
107. Terms of Lease Agreement as disclosed by Memorandum of Lease Agreement by and between L & S Land Holdings, LLC, an Idaho limited liability company, Lessor, and Wybenga Dairy, LLC, an Idaho limited liability company, Lessee, dated June 6, 2013 and recorded June 10, 2013 as Instrument No. 2013-012708, records of Twin Falls County, Idaho.

END OF SCHEDULE B - ALTA STANDARD OWNER'S POLICY

CONDITIONS (Continued)

- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE.

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

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

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

4. PROOF OF LOSS.

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

5. DEFENSE AND PROSECUTION OF ACTIONS.

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object

for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE.

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

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

CONDITIONS (Concluded)

and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim, shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY.

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

17. CHOICE OF LAW; FORUM.

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

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

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

18. NOTICES, WHERE SENT.

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at Claims Department at P.O. Box 2029, Houston, TX 77252-2029.



ISE REALTY GROUP, INC
NAIP 2013 AERIAL

Public - Photographs are of Aerial Imagery and are not to be used for any purpose other than that for which they were intended.

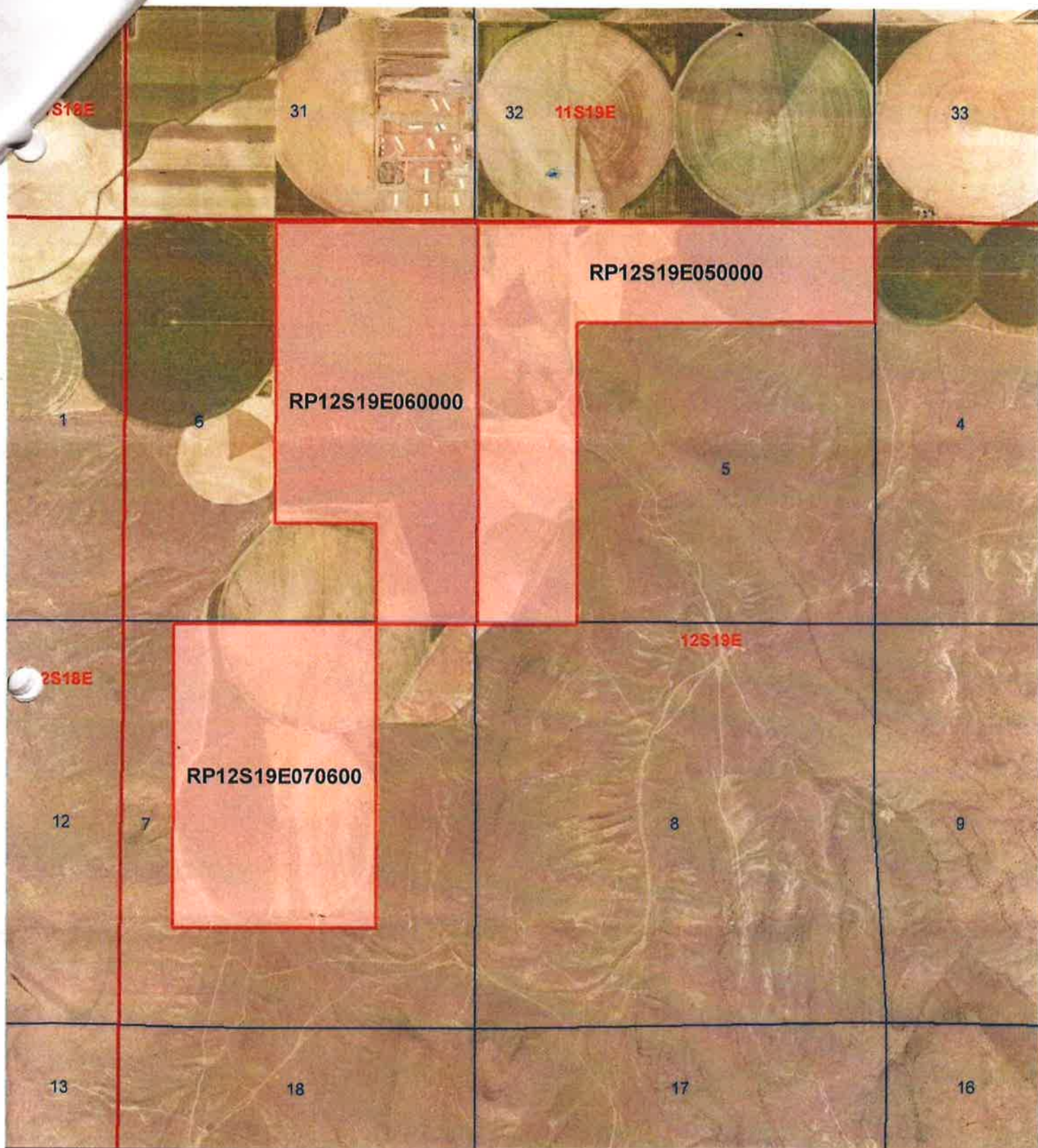


0 0.25 0.5 1 Miles

Legend
Land Parcel = 3.20 Acres
Section
OC line

OHIO GULCH - DRY CREEK FARM NAIP 2013 AERIAL

BROCKWAY ENGINEERING, PLLC
ALR - Date: 3/17/2014



Southwest Irrigation District Annex: ISE 555 Broadway, LLC - Cassia





State of Idaho

DEPARTMENT OF WATER RESOURCES

322 E FRONT ST STE 648 PO BOX 83720 • BOISE, ID 83720-0098

Phone: (208)287-4800 • Fax: (208)287-6700 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

June 17, 2019

ISE 555 BROADWAY LLC
PO BOX 267
GALENA MD 21635-0267

Re: Change in Ownership for Water Right No(s): 47-17575

Dear Water Right Holder(s):

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

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

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

If you have any questions concerning the enclosed information, please contact me at (208) 287-4942.

Sincerely,

Jean Hersley
Technical Records Specialist 2

Enclosure(s)

c: Brockway Engineering PLLC
Water District No. 470

Hersley, Jean

From: Wayne Cummings <investment.maryland@gmail.com>
Sent: Friday, June 14, 2019 9:35 AM
To: Hersley, Jean
Subject: Change of Ownership Water Right No. 47-17575
Attachments: Idaho title ins policy.pdf; ISE Map Plats.pdf; Dept. of Water Resources.pdf

Attn: Jean



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 E FRONT ST STE 648 PO BOX 83720 • BOISE, ID 83720-0098

Phone: (208)287-4800 • Fax: (208)287-6700 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

June 03, 2019

ISE 555 BROADWAY LLC
PO BOX 267
GALENA MD 21635-0267

RE: Change in Ownership Water Right No(s): 47-17575

Dear Interested Parties:

The Department of Water Resources (Department) acknowledges receipt of your Notice of Change in Water Right Ownership (Notice).

Our review of your Notice indicates that additional information is required before the Department can process the change. The information required is indicated below:

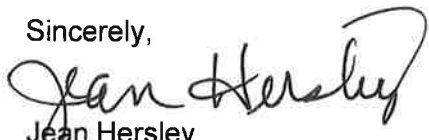
- ☒ Evidence of Water Right Ownership: copy of Deed, Title Policy, Contract of Sale, or other legal document indicating your ownership of the property and/or water rights in question
- ☒ Plat of Property or Survey Map usually on file with the county

Because the Department cannot process the Notice without proper documentation, we will hold any action on your notice pending receipt of the necessary information. If we do not receive the necessary information within 30 days we will return your notice and all attachments and your notice will not be processed. You can send the required documents by sending them to the address above, email them to jean.hersley@idwr.idaho.gov or fax: Attn: Jean, (208) 287-6700.

Also, please note that permit holders are required to report any change of ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Forms to assign ownership or update your address are available from any office of the Department or on the Department's website.

If you have any questions regarding this matter, please contact me at (208) 287-4942.

Sincerely,


Jean Hersley
Technical Records Specialist 2

Enclosure(s)

c: Idaho Agri Investments LLC