

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED

JUN 21 2016

Department of Water Resources
Eastern Region

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?
35-14064 OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐
35-140670P	Yes ☐	Yes ☐		Yes ☐	Yes ☐
35-10432 OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: STEVEN D. JARBOG
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): JEFFERY DAVID FELD
New owner(s) as listed on the conveyance document

3530 E. CENTER POCATELLO ID 83201
Mailing address City State ZIP
208-251-4640 jd.feld@aol.com
Telephone Email

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

5. Date you acquired the water rights and/or claims listed above: 3/9/2012

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.

SUPPORT DATA

IN FILE # 35-10432

8. Signature: Jeffery David Feld owner 6-21-2016
Signature of new owner/claimant Title, if applicable Date

Signature: _____ Title, if applicable Date

For IDWR Office Use Only:

Received by JB Date 6/21/2016 Receipt No. E042195 Receipt Amt. \$75-
Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
Name on W-9 _____ Approved by JB Processed by JB Date 7/11/2016

Alliance Title & Escrow Corp.
246 W. Pacific Street, Suite A
Blackfoot
Idaho 83221

FROM

TO

Name: AmyJean Skidmore

Phone: +1208785457 Fax: +12087852620 +12085257177

E-mail: amyjean.skidmore@alliancetitle.com

Sent: 6/21/16 at: 10:47:45 AM 16 page(s) (including cover)

Subject: Jeffrey Feld

Comments:

Attached are copies of the recorded deed and owner's policy for Jeffrey Feld. Please let me know if you have any questions.

Thank you!



AmyJean Skidmore | Administrative Assistant
Alliance Title & Escrow Corp.
246 W. Pacific Suite A | Blackfoot, ID | 83221
(208) 785-4573 Direct | (208) 785-2620 Fax
<http://www.alliancetitle.com>

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Instrument # 636227

BINGHAM COUNTY, IDAHO

2012-03-09 03:58:23 PM No. of Pages: 3

Recorded for: ALLIANCE TITLE - BOISE PRODUCT

SARA J. STAUB

Fee: \$16.00

Ex-Officio Recorder Deputy CMiles

Index To: WARRANTY DEED

Electronically Recorded by Simplifile

WARRANTY DEED

ATEC Order No.:133085

FOR VALUE RECEIVED

Steven G. Glarborg an unmarried man

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

Jeffery David Feld, a married man as his sole and separate property

whose current address is

719 Bitterroot Dr.
Pocatello, ID 83201

the grantee(s), the following described premises, in Bingham County, Idaho, TO WIT:

Parcel 1: A tract of land located in parts of Sections 22, 23, 26 and 27, all in Township 4 South, Range 32 East of the Boise Meridian, Bingham County, Idaho, described as follows: Beginning at the East 1/16 corner on the Section line common to Sections 22 and 27, said corner is a 5/8 X 30 inch rebar and aluminum cap stamped PLS 843, said point bears South 89°32'50" West, 1323.70 feet from the Section corner common to Sections 22, 23, 26 and 27 which is monumented with a Bureau of Reclamation Brass Cap and buried approximately 36 inches; thence, South 02°14'19" West, along the Bureau of Reclamation boundary line, 1006.19 feet; thence, South 83°36'32" East, continuing along said boundary line, 1379.58 feet; thence South 00°23'40" East, continuing along said boundary line, 156.32 feet to the North 1/16 corner on the common line between Sections 26 and 27 and is monumented with a Bureau of Reclamation Brass Cap; thence, South 08°37'04" East, continuing along said boundary line, 772.95 feet; thence, South 47°00'28" East, continuing along said boundary line, 266.73 feet; thence, South 55°11'04" West, continuing along said boundary line, 217.13 feet; thence, South 37°02'53" East continuing along said boundary line, 221.88 feet; thence, North 84°43'58" East, continuing along said boundary line, 1071.56 feet to a point on the East line of the Southwest Quarter Northwest Quarter; thence, North 00°07'50" West, along said East line, 1131.74 feet to the Northeast corner of said Southwest Quarter Northwest Quarter; thence, North 00°07'50" West, along the East line of the Northwest Quarter Northwest Quarter, a distance of 1325.52 feet to the West 1/16 corner on the common line between Sections 23 and 26 and monumented with a 5/8" rebar and aluminum cap PLS 843; thence, North 00°17'13" West, along the East line of the Southwest Quarter Southwest Quarter of said Section 23, a distance of 1331.67 feet to the North-East corner of said Southwest Quarter Southwest Quarter which is monumented with a 5/8" rebar and aluminum cap PLS 843; thence, North 89°36'13" West, along the North line of said Southwest Quarter Southwest Quarter, a distance of 1214.38 feet to the Bureau of Reclamation boundary line; thence, South 51°57'44" West, along said boundary line, 159.67 feet; thence, North 71°28'30" West continuing along said boundary line, 309.55 feet; thence South 59°38'00" West, continuing along said boundary line, 670.40 feet; thence South 00°22'00" West, continuing along said boundary line, 569.10 feet; thence, South 48°45'00" West, continuing along said boundary line, 324.00 feet; thence, North 81°23'00" West, continuing along said boundary line 202.50 feet; thence, South 21°10'00" East, continuing along said boundary line, 36.70 feet; thence, South 02°09'35" West, continuing along said boundary line, 207.61 feet to the true point of beginning.

* See below exception

Parcel 2: Together with an easement for ingress and egress and utilities described as the South 60.00 feet of the Southeast Quarter Southwest Quarter of Section 23 with the South line of said easement being contiguous with the South line of said Southeast Quarter Southwest Quarter.

* Excepting therefrom: Any portion conveyed to the United States of America by Final Order of Condemnation recorded January 24, 1927 in Book G, Page 576.

Also excepting therefrom: Canal right-of-way diverting water from the lake of Danielson Springs Creek disclosed by instrument recorded in book M of Miscellaneous Records, Page 103, records of said County.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: March 7, 2012


Steven G. Glarborg

State of _____) ss
County of _____)

On this _____ day of March, 2012, before me, _____, a Notary Public in and for said state, personally appeared Steven G. Glarborg, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed same.

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

Notary Public for the State of _____
Residing at: _____
Commission Expires: _____

SEE
ATTACHMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO

On Mar. 8, 2012 before me, Maria L. Gassaway, Notary Public

personally appeared Steven G. Glarborg



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature Maria L. Gassaway
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Warranty Deed

Document Date: 03-08-12 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here



OWNER'S POLICY OF TITLE INSURANCE

Policy Number OX-8403077

Issued by Old Republic National Title Insurance Company

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

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota 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.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

ALTA Owner's Policy (6-17-06)

9. Title being vested other than as stated in Schedule A or being defective
- (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

Issued through the Office of:

Alliance Title and Escrow Corp.
246 W Pacific St., Ste. A, PO Box 1007
Blackfoot, ID 83221
(208) 785-4573

Ceresa Rigley

Authorized Signature

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

By

President

Attest



Secretary

EXCLUSIONS FROM COVERAGE

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

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

CONDITIONS AND STIPULATIONS**1. DEFINITION OF TERMS**

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin,
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization,
 - (C) successors to an Insured by its conversion to another kind of Entity,
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.-

2. CONTINUATION OF INSURANCE

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

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

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

4. PROOF OF LOSS

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

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

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

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

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

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

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

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

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

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

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

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

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

8. DETERMINATION AND EXTENT OF LIABILITY

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

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

(i) the Amount of Insurance; or

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

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

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

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

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

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

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

11. LIABILITY NONCUMULATIVE

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

12. PAYMENT OF LOSS

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

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

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

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

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

14. ARBITRATION

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

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

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

16. SEVERABILITY

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

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.
Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499.

SCHEDULE A

Old Republic National Title Insurance Company
400 Second Avenue South
Minneapolis, MN 55401
800-328-4441

Order Number	Policy Number	Date of Policy	Amount of Insurance	Premium Amount
133085	OX-8403077	March 9, 2012 3:58PM	\$725,000.00	\$2,161.25

Endorsements Nos.:

Premium:

Address Reference: NNA Bareground, Aberdeen, ID 83210

1. Name of Insured:

Jeffery David Feld

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

Parcel 1: FEE SIMPLE Parcel 2: EASEMENT

3. Title is vested in:

Jeffery David Feld, a married man as his sole and separate property

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

See Exhibit "A"

Exhibit "A"

Parcel 1: A tract of land located in parts of Sections 22, 23, 26 and 27, all in Township 4 South, Range 32 East of the Boise Meridian, Bingham County, Idaho, described as follows:

Beginning at the East 1/16 corner on the Section line common to Sections 22 and 27, said corner is a 5/8 X 30 inch rebar and aluminum cap stamped PLS 843, said point bears South 89°32'50" West, 1323.70 feet from the Section corner common to Sections 22, 23, 26 and 27 which is monumented with a Bureau of Reclamation Brass Cap and buried approximately 36 inches; thence, South 02°14'19" West, along the Bureau of Reclamation boundary line, 1006.19 feet; thence, South 83°36'32" East, continuing along said boundary line, 1379.58 feet; thence South 00°23'40" East, continuing along said boundary line, 156.32 feet to the North 1/16 corner on the common line between Sections 26 and 27 and is monumented with a Bureau of Reclamation Brass Cap; thence, South 08°37'04" East, continuing along said boundary line, 772.95 feet; thence, South 47°00'28" East, continuing along said boundary line, 266.73 feet; thence, South 55°11'04" West, continuing along said boundary line, 217.13 feet; thence, South 37°02'53" East continuing along said boundary line, 221.88 feet; thence, North 84°43'58" East, continuing along said boundary line, 1071.56 feet to a point on the East line of the Southwest Quarter Northwest Quarter; thence, North 00°07'50" West, along said East line, 1131.74 feet to the Northeast corner of said Southwest Quarter Northwest Quarter; thence, North 00°07'50" West, along the East line of the Northwest Quarter Northwest Quarter, a distance of 1325.52 feet the West 1/16 corner on the common line between Sections 23 and 26 and monumented with a 5/8" rebar and aluminum cap PLS 843; thence, North 00°17'13" West, along the East line of the Southwest Quarter Southwest Quarter of said Section 23, a distance of 1331.67 feet to the North-East corner of said Southwest Quarter Southwest Quarter which is monumented with a 5/8" rebar and aluminum cap PLS 843; thence, North 89°36'13" West, along the North line of said Southwest Quarter Southwest Quarter, a distance of 1214.38 feet to the Bureau of Reclamation boundary line; thence, South 51°57'44" West, along said boundary line, 159.67 feet; thence, North 71°28'30" West continuing along said boundary line, 309.55 feet; thence South 59°38'00" West, continuing along said boundary line, 670.40 feet; thence South 00°22'00" West, continuing along said boundary line, 569.10 feet; thence, South 48°45'00" West, continuing along said boundary line, 324.00 feet; thence, North 81°23'00" West, continuing along said boundary line 202.50 feet; thence, South 21°10'00" East, continuing along said boundary line, 36.70 feet; thence, South 02°09'35" West, continuing along said boundary line, 207.61 feet to the true point of beginning. Excepting therefrom: Any portion conveyed to the United States of America by Final Order of Condemnation recorded January 24, 1927 in Book G, Page 576.

Parcel 2: Together with an easement for ingress and egress and utilities described as the South 60.00 feet of the Southeast Quarter Southwest Quarter of Section 23 with the South line of said easement being contiguous with the South line of said Southeast Quarter Southwest Quarter.

Also excepting therefrom: Canal right-of-way diverting water from the lake of Danielson Springs Creek disclosed by instrument recorded in book M of Miscellaneous Records, Page 103, records of said County.

END OF SCHEDULE A

SCHEDULE B**Order No.: 133085 Policy No.: OX-8403077****EXCEPTIONS FROM COVERAGE**

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

1. Rights or claims of parties in possession not shown by the public records.
2. 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.
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. Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights or easements appurtenant to 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 public 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.
7. Taxes, including any assessments collected therewith, for the year 2012 which are a lien not yet due and payable.
(RP 0098100; RP 0098702; RP 0099306; RP 0099307; RP 0099502)
8. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted To: Idaho Power Company
Purpose: Public Utilities
Recorded: July 30, 1935
Instrument No.: 3124
Misc. Book: K, Page: 322
9. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted To: Idaho Power Company
Purpose: Public Utilities
Recorded: July 30, 1935
Instrument No.: 3125
Misc. Book: K, Page: 322
10. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted To: Idaho Power Company
Purpose: Public Utilities
Recorded: July 30, 1935
Instrument No.: 3123
Misc. Book: K, Page: 321

ALTA Owner's Policy (6-17-06)

11. An easement for the purpose shown below and rights incidental thereto as set forth in document:
 Granted To: Idaho Power Company
 Purpose: Public Utilities
 Recorded: November 22, 1974
 Instrument No.: 196214
 Book: 17
12. An easement for the purpose shown below and rights incidental thereto as reserved in a Warranty Deed:
 Recorded: November 12, 2008
 Instrument No.: 600746
 As follows: Reserving therefrom an easement 60.00 feet wide for ingress and egress and utility purposes along the South line of said Southeast Quarter Southwest Quarter of said Section 23, the South line of said easement being contiguous with the South line of Southeast Quarter Southwest Quarter
13. Right of way for ditches, tunnels, telephone and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.
14. Rights of the public in and to that portion of the premises lying within roads and highways.
15. Any question of location, boundary or area related to the American Falls Reservoir, including, but not limited to, any past or future changes in it.
16. Any prohibition or limitation on the use, occupancy, or improvements of the land resulting from the rights of the public, appropriators, or riparian owners to use any waters, which may now cover the land or to use any portion of the land which is now or may formerly have been covered by water.
17. Any difference in the mean high water line of the American Falls Reservoir and the meander line as shown by government survey.
18. Any rights, interests or easements in favor of the public which exist or are claimed to exist over any part of the land covered by water.
19. Notwithstanding Paragraph 4 of the covered risks of this policy, this policy does not insure against loss arising by reason of any lack of a right of access to and from the land.
20. Financing statements, seed liens against crops which are filed in the office of the Secretary of State.
21. Right, title and interest of the spouse of the party vested in title, if married at the time of acquiring title and any matters which may appear against the spouse.

END OF SCHEDULE B