

RECEIVED

FEB 26 2016

Department of Water Resources
Eastern RegionSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**Notice of Security Interest in a Water Right****And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right**Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.Water Right No(s): 21-4078

Adjudication Claim No(s): _____

2. The following **REQUIRED** information must be submitted with this form:A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**B) A **FEE** of **\$25.00** per water right or adjudication claim.

3. Name and Mailing Address of Person or Company holding Security Interest

Idaho AgCredit, FLCAPO Box 386Rexburg, ID 834404. Name of Water Right Owner/Claimant(s) Spencer E. Brown, aka Spencer Earl Brown, and Kami L. Brown, aka Kami Lynn Brown, Joe Slagowski, aka Joe F. Slagowski, and Nicole Slagowski, aka J. Nicole Slagowski, and Sid E. Brown, aka Sidney Earl Brown, and Jan A. Brown, husbands and wives5. Expiration Date of Notification Period January 1, 20366. Is this a Renewal of Request for Notification? ☐ YES ☒ NO

7. Signature(s) (and title if applicable)

Nick H. Bazil
Nick Bazil, Loan Officer

For Office Use Only

Received by <u>JB</u>	Date <u>2/12/2016</u>	Fee <u>\$25</u>
Receipted by <u>JB</u>	Date <u>2/12/2016</u>	Receipt No. <u>E041865</u>
Processed by <u>JB</u>	AJ Date <u>3/2/2016</u>	WR <u>JB</u> Date <u>3/2/2016</u>



Chicago Title Insurance Company

POLICY NO.: 72307-45152649

LOAN POLICY OF TITLE INSURANCE

Issued by

Chicago 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 17 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risks 11, 13, and 14, 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.
9. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. This Covered Risk includes but is not limited to insurance against loss from any of the following impairing the lien of the Insured Mortgage
 - (a) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (b) failure of any person or Entity to have authorized a transfer or conveyance;
 - (c) the Insured Mortgage not being properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (d) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (e) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (f) 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
 - (g) a defective judicial or administrative proceeding.
10. The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance.
11. The lack of priority of the lien of the Insured Mortgage upon the Title
 - (a) as security for each and every advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien for services, labor, or material arising from construction of an improvement or work related to the Land when the improvement or work is either
 - (i) contracted for or commenced on or before Date of Policy; or
 - (ii) contracted for, commenced or continued after Date of Policy if the construction is financed, in whole or in part, by proceeds of the loan secured by the Insured Mortgage that the Insured has advanced or is obligated on Date of Policy to advance; and
 - (b) over the lien of any assessments for street improvements under construction or completed at Date of Policy.
12. The invalidity or unenforceability of any assignment of the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage in the named Insured assignee free and clear of all liens.
13. The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Insured Mortgage upon the Title

- (f) "Insured Claimant": An Insured claiming loss or damage.
- (g) "Insured Mortgage": The Mortgage described in paragraph 4 of Schedule A.
- (h) "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.
- (i) "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.
- (j) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (k) "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.
- (l) "Title": The estate or interest described in Schedule A.
- (m) "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 or a prospective purchaser of the Insured Mortgage 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 after acquisition of the Title by an Insured or after conveyance by 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 of any claim of title or interest that is adverse to the Title or the lien of the Insured Mortgage, 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 or the lien of the Insured Mortgage, 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 or the lien of the Insured Mortgage, 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 from 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, the lien of the Insured Mortgage, 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 or to Purchase the Indebtedness.

(i) 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; or

(ii) To purchase the Indebtedness for the amount of the Indebtedness on the date of purchase, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of purchase and that the Company is obligated to pay.

When the Company purchases the Indebtedness, the Insured shall transfer, assign, and convey to the Company the Indebtedness and the Insured Mortgage, together with any collateral security.

Upon the exercise by the Company of either of the options provided for in subsections (a)(i) or (ii), all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in those subsections, 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 least of

(i) the Amount of Insurance,

(ii) the Indebtedness,

(iii) 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, or

(iv) if a government agency or instrumentality is the Insured Claimant, the amount it paid in the acquisition of the Title or the Insured Mortgage in satisfaction of its insurance contract or guaranty.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title or the lien of the Insured Mortgage, 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 the event the Insured has acquired the Title in the manner described in Section 2 of these Conditions or has conveyed the Title, then the extent of liability of the Company shall continue as set forth in Section 8(a) of these Conditions.

(d) In addition to the extent of liability under (a), (b), and (c), 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, or establishes the lien of the Insured Mortgage, 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 or to the lien of the Insured Mortgage, 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

(a) 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. However, any payments made prior to the acquisition of Title as provided in Section 2 of these Conditions shall not reduce the Amount of Insurance afforded under this policy except to the extent that the payments reduce the Indebtedness.

(b) The voluntary satisfaction or release of the Insured Mortgage shall terminate all liability of the Company except as provided in Section 2 of these Conditions.

11. 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.

12. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) The Company's Right to Recover

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 or Insured Mortgage 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 Insured's Rights and Limitations

(i) The owner of the Indebtedness may release or substitute the personal liability of any debtor or guarantor, extend or otherwise modify the terms of payment, release a portion of the Title from the lien of the Insured Mortgage, or release any collateral security for the Indebtedness, if it does not affect the enforceability or priority of the lien of the Insured Mortgage.

(ii) If the Insured exercises a right provided in (b)(i), but has Knowledge of any claim adverse to the Title or the lien of the Insured Mortgage insured against by this policy, the Company shall be required to pay only that part of any losses insured against by this policy that shall exceed the amount, if any, lost to the Company by reason of the impairment by the Insured Claimant of the Company's right of subrogation.

(c) The Company's Rights Against Noninsured Obligors

The Company's right of subrogation includes the Insured's rights against noninsured obligors including 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.

The Company's right of subrogation shall not be avoided by acquisition of the Insured Mortgage by an obligor (except an obligor described in Section 1(c)(i)(F) of these Conditions) who acquires the Insured Mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond, and the obligor will not be an Insured under this policy.

13. 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.

14. 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 lien of the Insured Mortgage 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.

15. 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.

16. 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 or the lien of the Insured Mortgage 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.

17. 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 Chicago Title Insurance Company, Attn: Claims Department, P. O. Box 45023, Jacksonville, Florida 32232-5023.

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 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. 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 Insured Mortgage in the Public Records. This exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

CONDITIONS

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 Section 10 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) "Indebtedness": The obligation secured by the Insured Mortgage including one evidenced by electronic means authorized by law, and if that obligation is the payment of a debt, the Indebtedness is the sum of
 - (i) the amount of the principal disbursed as of Date of Policy;
 - (ii) the amount of the principal disbursed subsequent to Date of Policy;
 - (iii) the construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the Land or related to the Land that the Insured was and continued to be obligated to advance at Date of Policy and at the date of the advance;
 - (iv) interest on the loan;
 - (v) the prepayment premiums, exit fees, and other similar fees or penalties allowed by law;
 - (vi) the expenses of foreclosure and any other costs of enforcement;
 - (vii) the amounts advanced to assure compliance with laws or to protect the lien or the priority of the lien of the Insured Mortgage before the acquisition of the estate or interest in the Title;
 - (viii) the amounts to pay taxes and insurance; and
 - (ix) the reasonable amounts expended to prevent deterioration of improvements; but the Indebtedness is reduced by the total of all payments and by any amount forgiven by an Insured.

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

(i) The term "Insured" also includes

(A) the owner of the Indebtedness and each successor in ownership of the Indebtedness, whether the owner or successor owns the Indebtedness for its own account or as a trustee or other fiduciary, except a successor who is an obligor under the provisions of Section 12(c) of these Conditions;

(B) the person or Entity who has "control" of the "transferable record," if the Indebtedness is evidenced by a "transferable record," as these terms are defined by applicable electronic transactions law;

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

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

(E) 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, or

(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;

(F) any government agency or instrumentality that is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the Indebtedness secured by the Insured Mortgage, or any part of it, whether named as an Insured or not;

(ii) With regard to (A), (B), (C), (D), and (E) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured, unless the successor acquired the Indebtedness as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, or other matter insured against by this policy.

- (a) resulting from the avoidance in whole or in part, or from a court order providing an alternative remedy, of any transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
- (b) because the Insured Mortgage 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.

14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 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 Insured Mortgage in the Public Records.

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.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

CHICAGO TITLE INSURANCE COMPANY

William A. Hanson

Authorized Signatory



By:

Robert A. Miller

President

ATTEST

John C. [Signature]

Secretary

Chicago Title Insurance Company
171 N Clark St.
Chicago, IL 60606

SCHEDULE A

Order Number	Policy Number	Date of Policy	Amount of Insurance	Premium Amount	Endorsement Amount
296817	72307- 45152649	January 25, 2016 10:29AM	\$525,000.00 ✓	\$75.00	

Address Reference: 4101 Lariat Way, Island Park, ID 83429
Reference:

1. Name of Insured:

Idaho AgCredit, FLCA, its successors and/or assigns ✓

2. The estate or interest in the Land that is encumbered by the Insured Mortgage is:

FEE SIMPLE

3. Title is vested in:

Tract 1: Spencer Brown and Kami Brown, husband and wife and Sid Brown and Jan Brown, husband and wife and Joe Slagowski and Nicole Slagowski, husband and wife
Tracts 3 and 4: Spencer E. Brown and Kami L. Brown, husband and wife; and Joe Slagowski and Nicole Slagowski, husband and wife
Tract 5: Sid E. Brown and Jan A. Brown, husband and wife; and Spencer E. Brown and Kami L. Brown, husband and wife

4. The Insured Mortgage and its assignments, if any, are described as follows:

A mortgage to secure an original indebtedness of

Amount: \$525,000.00 ✓

Dated: January 13, 2016 ✓

✓ Mortgagor: Spencer E. Brown, aka Spencer Earl Brown, and Kami L. Brown, aka Kami Lynn Brown, Joe Slagowski, aka Joe F. Slagowski, and Nicole Slagowski, aka J. Nicole Slagowski, and Sid E. Brown, aka Sidney Earl Brown, and Jan A. Brown, husbands and wives

✓ Mortgagee: Idaho AgCredit, FLCA, a wholly owned subsidiary of Idaho AgCredit, ACA

✓ Recorded: January 21, 2016

✓ Recorded #: 556797 (Fremont County)

✓ Recorded: January 21, 2016 as Instrument No. 421223 (Jefferson County)
(Tracts 1, 3, 4, and 5)

A mortgage to secure an original indebtedness of

Amount: \$603,000.00

Dated: January 13, 2016

add. to exist. n/c
M/L
Mortgagor: Spencer E. Brown, aka Spencer Earl Brown, and Kami L. Brown, aka Kami Lynn Brown, Joe Slagowski, aka Joe F. Slagowski, and Nicole Slagowski, aka J. Nicole Slagowski, and Sid E. Brown, aka Sidney Earl Brown, and Jan A. Brown, husbands and wives

Mortgagee: Idaho AgCredit, FLCA, a wholly owned subsidiary of Idaho AgCredit, ACA

Recorded: January 21, 2016

Recorded #: 556798

LAND DESCRIPTION CONTINUED ON FOLLOWING PAGES

5. The Land referred to in this Policy described as follows:

TRACT 1:

- ✓ Lots 28 through 55 in Block 1 of First Amended Plat of Old West Ranches Subdivision No. 1, Fremont County, Idaho, as per the recorded plat thereof.

TRACT 3:

- ✓ Township 7 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.
Section 4: Southwest Quarter of the Southwest Quarter; East Half of the Southwest Quarter; and the West Half of the Southeast Quarter lying West of Interstate Highway No. 15.

Excepting Therefrom: Part of the Southwest Quarter of the Southwest Quarter of Section 4, Township 7 North, Range 36 East, Boise Meridian, Jefferson County, Idaho, described as follows: Commencing at the Southeast Corner of said Southwest Quarter of the Southwest Quarter and running thence West 66 feet; thence North 363 feet; thence West 49.5 feet; thence North 132 feet; thence East 115.5 feet; thence South 495 feet to the point of beginning.

Section 5: East Half of the Southeast Quarter.

- ✓ Excepting Therefrom: Part of the Northeast Quarter of the Southeast Quarter of Section 5, Township 7 North, Range 36 East, Boise Meridian, Jefferson County, Idaho, described as follows: Beginning at a point on a curve created by an existing irrigation pivot that is South 89°44'04" West 536.93 feet along the centerline through the Section from the East Quarter Corner of said Section 5 and running thence 1154.34 feet along said curve to the left, Curve Data: Radius = 1422.0 feet, Delta = 46°30'40", Chord bearing = South 44°58'10" West 1122.91 feet to the West line of the Northeast Quarter of the Southeast Quarter of said Section 5; thence North 00°59'53" East 790.95 feet to the Northwest Corner of said Northeast Quarter of the Southeast Quarter of said Section 5, thence North 89°44'04" East 779.82 feet to the point of beginning.

Also Excepting Therefrom: Part of the Southeast Quarter of the Southeast Quarter of Section 5, Township 7 North, Range 36 East, Boise Meridian, Jefferson County, Idaho, described as follows: Beginning at a point that is South 89°45'21" West 312.64 feet along the Section line from the Southeast Corner of said Section 5 and running thence South 89°45'21" West 1008.57 feet to the Southwest Corner of said Southeast Quarter of the Southeast Quarter, Section 5; thence North 00°59'53" East 936.53 feet along the West line of said Southeast Quarter of the Southeast Quarter, Section 5 to a point on a curve created by an existing irrigation pivot; thence 897.43 feet along said curve to the left, Curve Data: Radius = 1392.0 feet, Delta = 36°56'20", Chord bearing = South 34°37'39" East 881.97 feet; thence North 51°17'51" East 103.51 feet to a point on a curve created by an existing irrigation pivot; thence 457.09 feet along said curve to the left, Curve Data: Radius = 1292.00 feet, Delta = 20°16'13", Chord bearing = South 64°22'24" East 454.71 feet; thence South 00°14'39" East 74.40 feet to the point of beginning.

TRACT 4:

- ✓ Township 7 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.
Part of the Southwest Quarter of the Southwest Quarter of Section 4, Township 7 North, Range 36 East, Boise Meridian, Jefferson County, Idaho, described as follows: Commencing at the Southeast Corner of said Southwest Quarter of the Southwest Quarter and running thence West 66 feet; thence North 363 feet; thence West 49.5 feet; thence North 132 feet; thence East 115.5 feet; thence South 495 feet to the point of beginning.

TRACT 5:

- ✓ Township 7 North, Range 36 East, Boise Meridian, Jefferson County, Idaho.
Section 4: Northwest Quarter of the Southwest Quarter.

END OF SCHEDULE A

LOAN POLICY

Order No.: 296817

Policy No.: 72307-45152649

SCHEDULE B

EXCEPTIONS FROM COVERAGE

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

PART I

GENERAL EXCEPTIONS:

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. (a) 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.

TRACT 1

7. General Taxes for the year 2015 a Lien, the first half is paid and the second half is now due and payable.
Parcel No.: RP001020010280
In the original amount of: \$1.98

General Taxes for the year 2015 a Lien, the first half is paid and the second half is now due and payable.
Parcel No.: RP001020010290
In the original amount of: \$2.38

General Taxes for the year 2015 a Lien, the first half is paid and the second half is now due and payable.
Parcel No.: RP001020010300
In the original amount of: \$2.38

General Taxes for the year 2015 a Lien, the first half is paid and the second half is now due and payable.
Parcel No.: RP001020010310
In the original amount of: \$2.48

General Taxes for the year 2015 a Lien, the first half is paid and the second half is now due and payable.
Parcel No.: RP001020010320
In the original amount of: \$2.14

General Taxes for the year 2015 a Lien, the first half is paid and the second half is now due and payable.
Parcel No.: RP001020010330
In the original amount of: \$2.48

General Taxes for the year 2015 a Lien, the first half is paid and the second half is now due and payable.

Parcel No.: RP001020010340

In the original amount of: \$2.00

General Taxes for the year 2015 a Lien, the first half is paid and the second half is now due and payable.

Parcel No.: RP001020010350

In the original amount of: \$24.52

General Taxes for the year 2015 a Lien, the first half is paid and the second half is now due and payable.

Parcel No.: RP001020010360

In the original amount of: \$24.46

General Taxes for the year 2015 a Lien, the first half is paid and the second half is now due and payable.

Parcel No.: RP001020010370

In the original amount of: \$24.28

General Taxes for the year 2015 a Lien, the first half is paid and the second half is now due and payable.

Parcel No.: RP001020010380

In the original amount of: \$24.32

General Taxes for the year 2015 a Lien, the first half is paid and the second half is now due and payable.

Parcel No.: RP001020010390

In the original amount of: \$3.64

General Taxes for the year 2015 a Lien, the first half is paid and the second half is now due and payable.

Parcel No.: RP001020010400

In the original amount of: \$3.36

General Taxes for the year 2015 a Lien, the first half is paid and the second half is now due and payable.

Parcel No.: RP001020010410

In the original amount of: \$3.24

General Taxes for the year 2015 a Lien, the first half is paid and the second half is now due and payable.

Parcel No.: RP001020010420

In the original amount of: \$4.50

General Taxes for the year 2015 a Lien, the first half is paid and the second half is now due and payable.

Parcel No.: RP001020010430

In the original amount of: \$5.28

General Taxes for the year 2015 a Lien, the first half is paid and the second half is now due and payable.

Parcel No.: RP001020010440

In the original amount of: \$5.98

General Taxes for the year 2015 a Lien, the first half is paid and the second half is now due and payable.

Parcel No.: RP001020010450

In the original amount of: \$5.94

General Taxes for the year 2015 a Lien, the first half is paid and the second half is now due and payable.

Parcel No.: RP001020010460

In the original amount of: \$28.40

General Taxes for the year 2015 a Lien, the first half is paid and the second half is now due and payable.

Parcel No.: RP001020010470

In the original amount of: \$25.02

General Taxes for the year 2015 a Lien, the first half is paid and the second half is now due and payable.

Parcel No.: RP001020010480

In the original amount of: \$25.14

General Taxes for the year 2015 a Lien, the first half is paid and the second half is now due and payable.

Parcel No.: RP001020010490

In the original amount of: \$25.08

General Taxes for the year 2015 a Lien, the first half is paid and the second half is now due and payable.

Parcel No.: RP001020010500

In the original amount of: \$2.60

General Taxes for the year 2015 a Lien, the first half is paid and the second half is now due and payable.

Parcel No.: RP001020010510

In the original amount of: \$2.50

General Taxes for the year 2015 a Lien, the first half is paid and the second half is now due and payable.

Parcel No.: RP001020010520

In the original amount of: \$2.94

General Taxes for the year 2015 a Lien, the first half is paid and the second half is now due and payable.

Parcel No.: RP001020010530

In the original amount of: \$4.12

General Taxes for the year 2015 a Lien, the first half is paid and the second half is now due and payable.

Parcel No.: RP001020010540

In the original amount of: \$2.80

General Taxes for the year 2015 a Lien, the first half is paid and the second half is now due and payable.

Parcel No.: RP001020010550

In the original amount of: \$2.14

8. Taxes, including any assessments collected therewith, for the year 2016 which are a lien not yet due and payable.
9. Special assessments for Local Improvement District(s) of the City of Island Park.
10. Liens, levies and assessments of the Fremont County, Idaho.
11. Liens, levies and assessments of the Fall River Rural Electric Cooperative, Inc., an Idaho Rural Electric Cooperative, together with rights, powers and easements of said cooperative.
12. Liens, levies and assessments of the Homeowners Association.
13. Easements, reservations, notes and/or dedications as shown on the official plat of Old West Ranches Subdivision No. 1.
14. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
Recorded: March 18, 1981
Instrument No.: 369747

Modification(s) of said covenants, conditions and restrictions
Recorded: May 27, 1985
Instrument No: 391170

Modification(s) of said covenants, conditions and restrictions
Recorded: June 28, 1985
Instrument No: 391716
15. An easement for the purpose shown below and rights incidental thereto as set forth in a document:
Granted To: Kenneth E. Wright
Purpose: Right of Way Easement
Recorded: March 29, 1979
Instrument No.: 358785
Supplement Easement
Recorded August 7, 1981
Instrument No. 371922

16. Agreement and the terms and conditions contained therein
Between: Fall River Rural Electric Cooperative, Inc.
And: Siegel Mobile Home Group, Inc.
Purpose: Electric Service- Subdivision/Development
Recorded: December 2, 1994
Instrument No.: 434144

TRACTS 3-5

17. Right of the public in and to that portion of the premises lying within the right-of-way of roads and highways.

18. An easement for the purpose shown below and rights incidental thereto as set forth in document:

Granted To: Utah Power and Light Company

Purpose: Public Utilities

Recorded: June 29, 1940

Book: 112, Page: 586

(Affects Tract 3)

19. The provisions contained in Warranty Deed

Recorded: March 23, 1949

Book: 147, Page: 294

(Affects Tract 3)

20. Right of the State of Idaho to negative easement in deed to the State of Idaho recorded: July 27, 1961

Instrument No.: 126125

Book: 170, Page: 250

As follows:

"Grantors agree that no building or structures except irrigation or drainage structures will be permitted to be constructed within 20 feet of the real property above described."

"Grantors convey unto the State the right to prohibit junkyards and outdoor advertising signs, displays and devices (in conformity with Public Law 89-285 and state and federal regulations pertaining thereto) on any of Grantor's remaining land within 100 feet of the right of way or said project; except that advertising, relating to business conducted on any of the Grantor's remaining land may be utilized exclusively for said business."

21. Terms, provisions, covenants, conditions, definitions, options, obligations and restrictions, contained in a document

Purpose: Right of Way Details of Grant for Project No's 1-15-3 (9) 150 & 1-15-3 (30) 150

Recorded: October 18, 1968

Instrument No.: 149428

(Affects Tract 3)

22. An easement for the purpose shown below and rights incidental thereto as set forth in document:

Granted To: Utah Power and Light Company

Purpose: Public Utilities

Recorded: November 19, 1970

Instrument No.: 156417

(Affects Tract 3)

23. An easement for the purpose shown below and rights incidental thereto as set forth in document:

Granted To: Utah Power and Light Company

Purpose: Public Utilities

Recorded: November 19, 1970

Instrument No.: 156418

(Affects Tract 5)

24. Rights, interests, or claims which may exist or arise by reason of the following fact(s) shown on a survey plat for

Spencer Brown

Dated: September 15, 2010

Prepared by: Schiess & Associates.

Fact(s): fence line boundaries

25. Rights, interests, or claims which exist or arise by reason of the following fact(s) shown on a survey plat
Dated: September 15, 2010
Prepared by: Scheiss & Associates
Fact(s): fence line boundaries and pivot location
(Affects Tract 5)
26. Rights, interests, or claims which may exist or arise by reason of the following fact(s) shown on a survey plat for
Spencer Brown
Dated: September 15, 2010
Prepared by: Scheiss & Associates
Recorded: March 27, 2012
Instrument No.: 396801
Fact(s): legal; boundary lines; county road
27. A Mortgage to secure an indebtedness as shown below secured thereby:
Amount \$177,850.00
Mortgagor: Spencer E. Brown aka Spencer Brown and Kami L. Brown, husband and wife
Mortgagee: Idaho AgCredit FLCA
Dated: April 1, 2013
Recorded: April 9, 2013
Instrument No.: 404330

END OF SCHEDULE B - PART I

LOAN POLICY

Order No.: 296817

Policy No.: 72307-45152649

SCHEDULE B PART II

In addition to the matters set forth on Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:

1. A Mortgage to secure an indebtedness as shown below secured thereby:

Amount \$60,000.00

Mortgagor: Spencer E. Brown aka Spencer Brown and Kami L. Brown, Joe Slagowski, aka Joe F. Slagowski, and Nicole Slagowski aka J. Nicole Slagowski, Sid E. Brown and Jan A. Brown, and Blake N. Kirkpatrick aka Blake Kirk Patrick and Lisa M. Kirkpatrick, husbands and wives

Mortgagee: Idaho AgCredit PCA

Dated: August 9, 2010

Recorded: October 12, 2010

Instrument No.: 387430

Subordination Agreement referencing: Instrument No.: 387430

And: Instrument No.: 421223

Recorded: January 25, 2016

Instrument No: 421266

2. A Mortgage to secure an indebtedness as shown below secured thereby:

Amount \$75,000.00

Mortgagor: Spencer E. Brown aka Spencer Brown and Kami L. Brown, Joe Slagowski, aka Joe F. Slagowski, and Nicole Slagowski aka J. Nicole Slagowski, Sid E. Brown and Jan A. Brown, husbands and wives

Mortgagee: Idaho AgCredit, PCA

Dated: March 4, 2011

Recorded: March 15, 2011

Instrument No.: 390541

Subordination Agreement referencing: Instrument No.: 390541

And: Instrument No.: 421223

Recorded: January 25, 2016

Instrument No: 421266

END OF SCHEDULE B

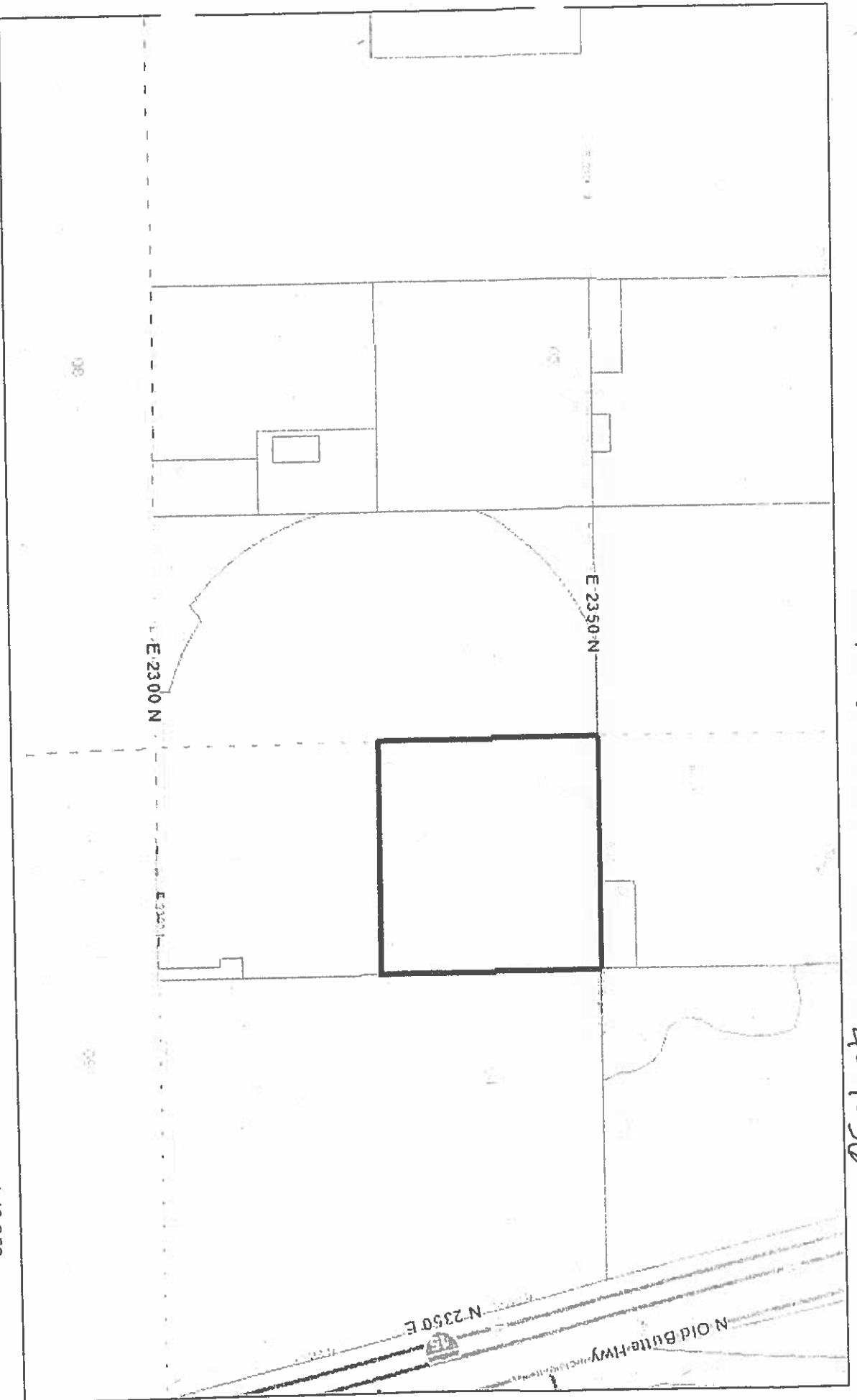
Countersigned:



Authorized Signature

Property Map

4-7-36



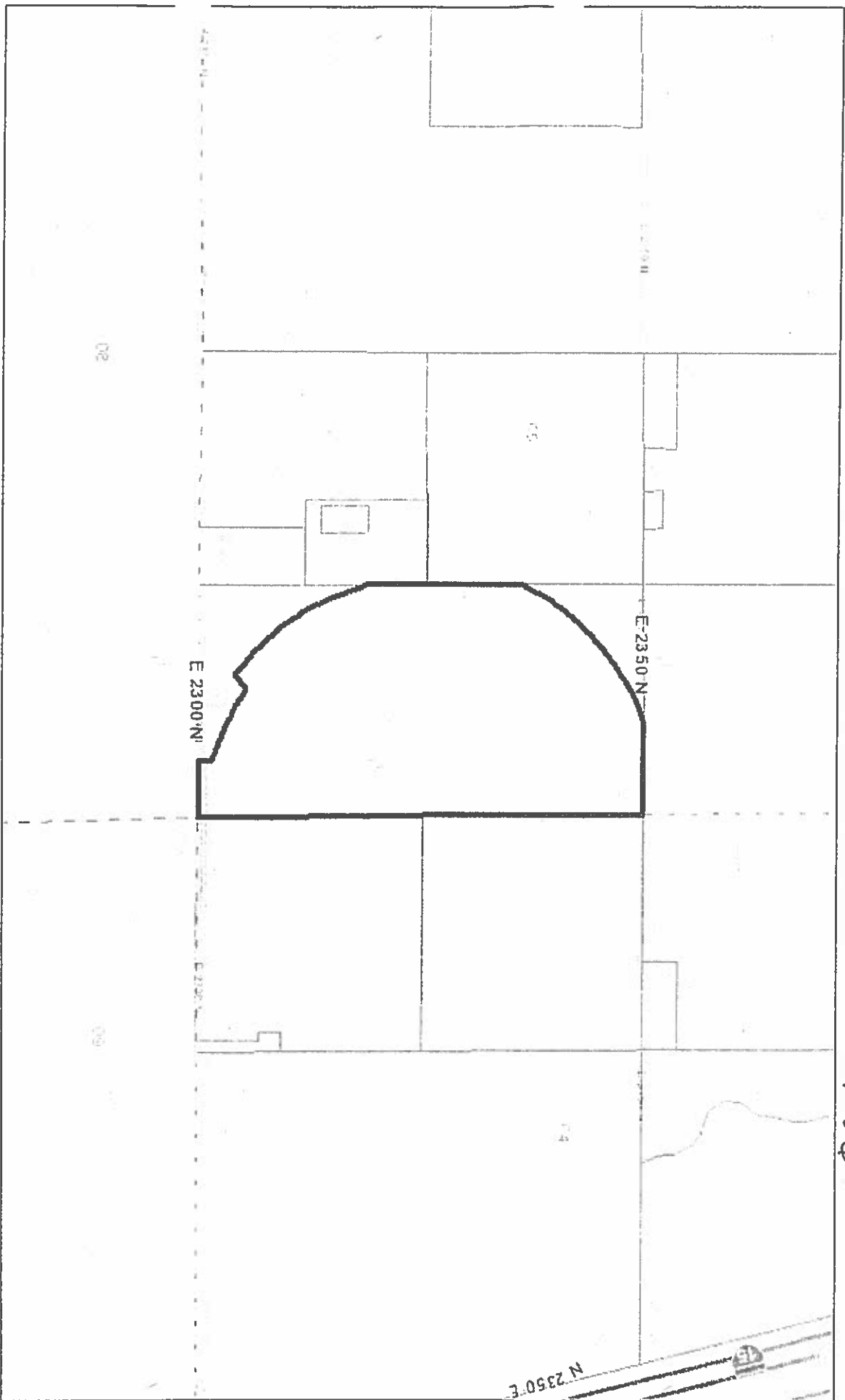
December 24, 2015

City	SEASONAL ROAD	Section	Section
INTERSTATE	STATE HIGHWAY	Parcel Number	☐ Parcel
LOCAL ROAD	U.S. HIGHWAY	Subdivision	

Sources: Esri, HERE, DeLorme, Intermap, increment P Corp, GEBCO, USGS, FAO, NPS, NRCAN, Geobase, IGN, Kadaster NL, Ordnance Survey,

Property Map

5-1-36



December 24, 2015

City

SEASONAL ROAD

Section

Section

INTERSTATE

STATE HIGHWAY

Parcel Number

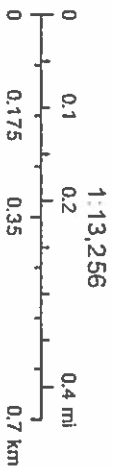


Parcel

LOCAL ROAD

U.S. HIGHWAY

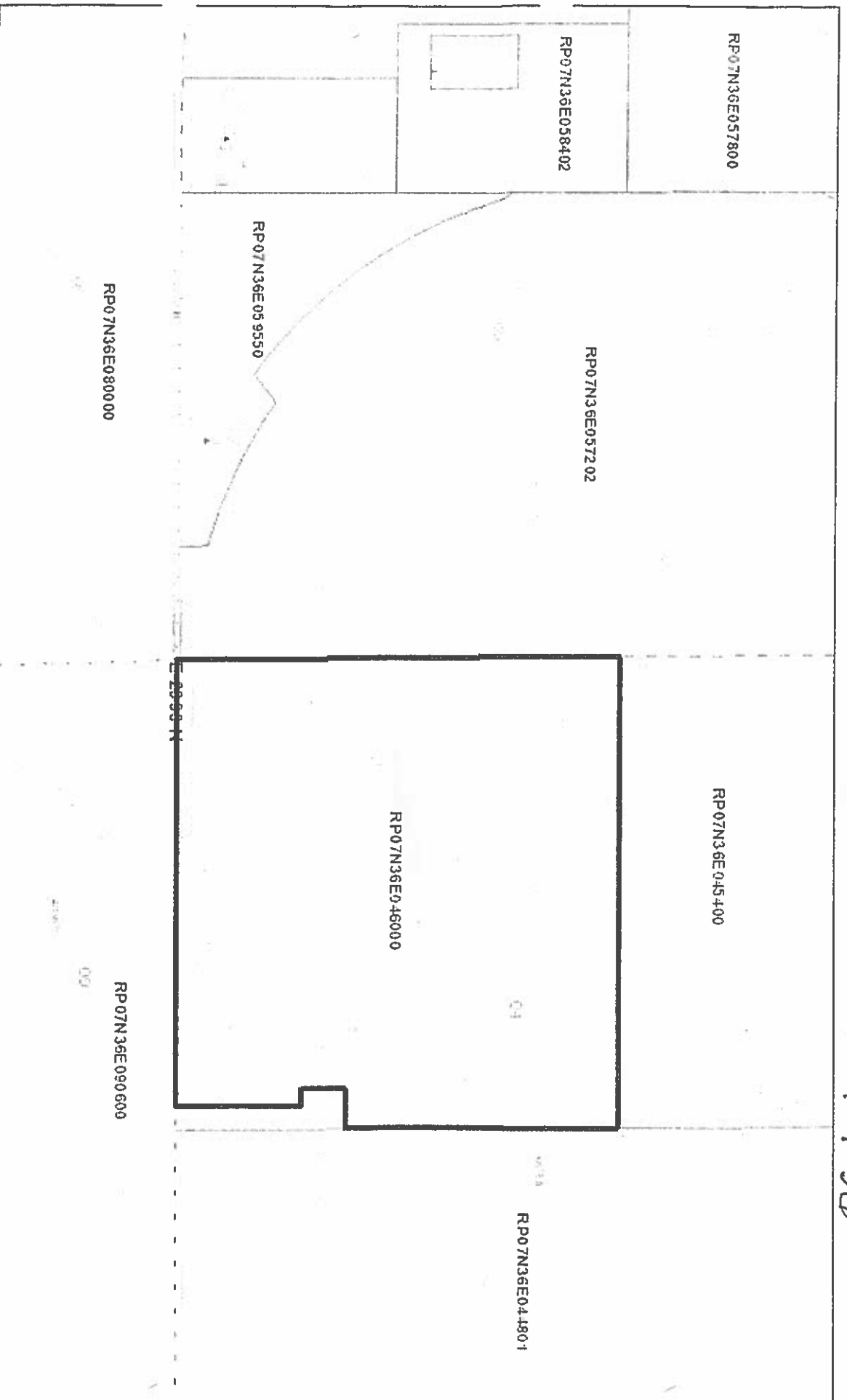
Subdivision



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, Geobase, IGN, Kadaster NL, Ordnance Survey,

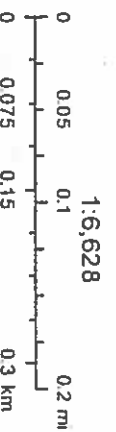
Property Map

4-7-36



December 24, 2015

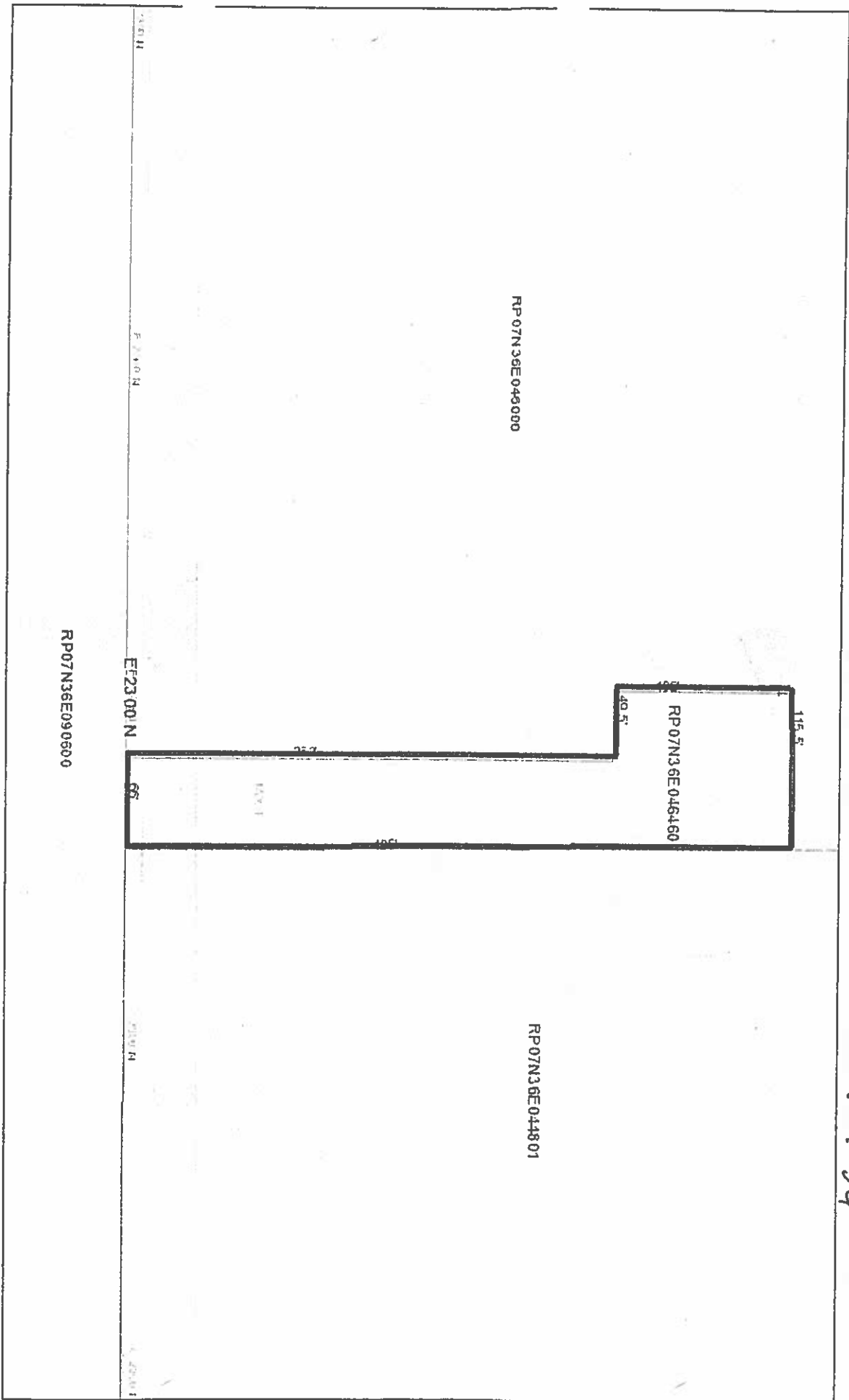
City SEASONAL ROAD Section address
 INTERSTATE STATE HIGHWAY Parcel Number Section
 LOCAL ROAD U.S. HIGHWAY Subdivision ☐ Parcel



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp, GEBCO, USGS, FAO, NPS, NRCAN, Geobase, IGN, Kadaster NL, Ordnance Survey,

Property Map

4-1-84



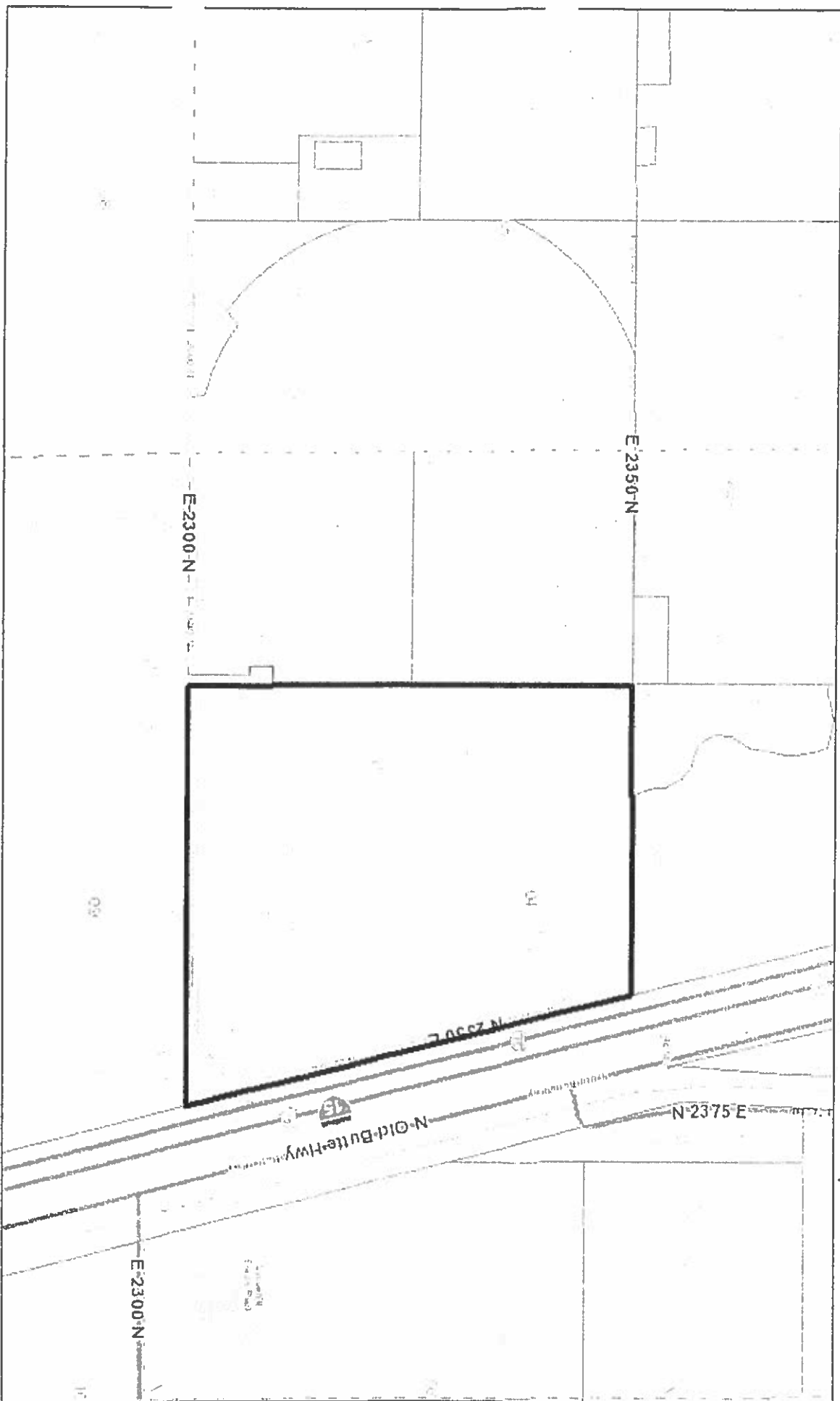
December 24, 2015

City	SEASONAL ROAD	Parcel Number	BLOCK
INTERSTATE	STATE HIGHWAY	Subdivision	LOT
LOCAL ROAD	U.S. HIGHWAY	address	☐ Parcel

Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, Geobase, IGN, Kadaster NL, Ordnance Survey.

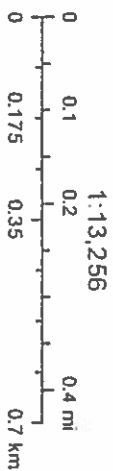
Property Map

4-1-34



December 24, 2015

City	SEASONAL ROAD	Section	Section
INTERSTATE	STATE HIGHWAY	Parcel Number	Parcel
LOCAL ROAD	U.S. HIGHWAY	Subdivision	



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeBCo, IGN, Kadaster NL, Ordnance Survey.



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N Skyline Dr., Ste A, Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 FAX: (208) 525-7177 www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

March 4, 2016

Idaho AgCredit FLCA
PO Box 386
Rexburg ID 83440

RE: Notice of Security Interest in a Water Right 21-4078

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence adding a security interest to the above referenced water right(s) to you. The department has modified its records to reflect the security interest and has enclosed a computer-generated report for your records.

Updating the security interest record for a water right does not reconfirm the validity of the right. When processing an security interest notice, the department does not review the history of water use to determine if the right has been deliberately abandoned or forfeited 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 Sections 42-222 and 42-223, Idaho Code.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

Jonie Barg
Technical Records Specialist

Enclosure

cc: Spencer Brown
Kami Brown
Jan Brown
Sid Brown
Nicole Slagowski
Joe Slagowski