

RECEIVED

DEC 24 2014

Department of Water Resources
Eastern RegionSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

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

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
22-4162 <i>OK</i>	Yes ☒	Yes ☐		Yes ☐	Yes ☐
<i>22-4162 22-14140</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Farrell Buxton
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Sunrain Varieties LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 5466 West 49th South Idaho Falls ID 83402
Mailing address City State ZIP
- 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: July 1, 2014
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 # 22-4162

8. Signature: *[Signature]* Attorney _____ 12/24/14
Signature of new owner/claimant Title, if applicable Date
- Signature: _____ _____ _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

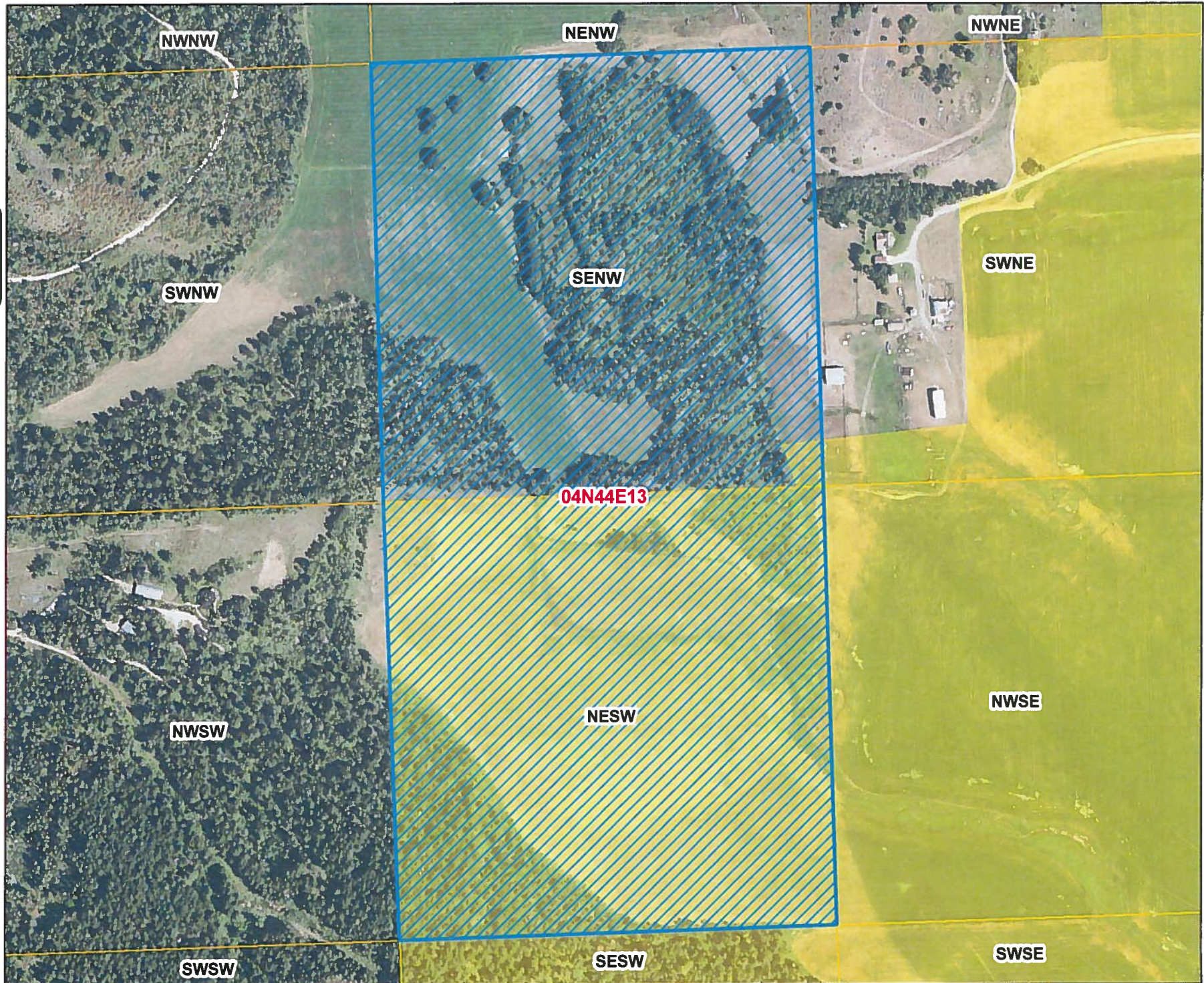
Received by *JB* Date 12/24/2014 Receipt No. E040522 Receipt Amt. \$100. - for this app
 Active in the Water Supply Bank? Yes ☐ No ☒ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
 Name on W-9 _____ Approved by *JB* Processed by *BS* Date 4/9/15

SUNRAIN WATER RIGHT OWNERSHIP CHANGE



Legend

-  WR 22-4162 POU
-  Sunrain Property
-  Section Lines



2013 NAIP Photo



Prepared by:
Luke H. Marchant
12/24/2014

First American Title Company

492508-T

When recorded, please return to:

Sunrain Varieties LLC
Attention: Jeremy Ladle
1210 Pier View Drive
Idaho Falls, Idaho 83402

Instrument # 232906

TETON COUNTY, IDAHO
07-01-2014 15:56:20 No. of Pages: 11
Recorded for: FIRST AMERICAN TITLE - DRIGGS
MARY LOU HANSEN Fee: \$40.00
Ex-Officio Recorder Deputy, Mary Lou Hansen
Index to: DEED, WARRANTY

GENERAL WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, MAURI VENTURES, LLC, an Idaho limited liability company, whose current address is: 2345 N Woodruff, Idaho Falls, ID 83406 (hereinafter referred to as the "Grantor"), hereby grants, bargains, sells, and conveys unto SUNRAIN VARIETIES LLC, a Delaware limited liability company, whose address is 5466 West 49th South, Idaho Falls, Idaho 83402 (hereinafter referred to as the "Grantee"), the following described real property, located in Teton County, Idaho, to wit (hereinafter referred to as the "Property"):

See Exhibit A attached hereto and incorporated herein by this reference.

TOGETHER WITH all water and water rights, ditch or irrigation company shares, streets, alleys and rights of way adjacent thereto, all mineral rights appurtenant thereto, and all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all estate, right, title, and interest in and to the Property, as well in law as in equity.

TO HAVE AND TO HOLD the Property with its appurtenances, unto Grantee, its successors, heirs and assigns, forever.

SUBJECT TO: (a) general taxes for the current year not yet due and payable and will be prorated between Grantor and Grantee as of the date of execution of this deed; and (b) the easements, restrictions and conditions set forth on Exhibit B to this General Warranty Deed attached hereto and incorporated herein (the items listed in (a) and (b) are referred to herein collectively as "Permitted Exceptions").

AND Grantor does hereby covenant to and with Grantee, and its successors and assigns forever, that (i) Grantor lawfully owns fee simple title to the Property and has the right to immediate possession of the Property, (ii) Grantor has a good right to convey the Property; (iii) the Property is free from any and all liens, claims, encumbrances or other defects of title except the Permitted Exceptions; (iv) Grantor shall and will warrant and defend the quiet and peaceful possession of said Property by Grantee, its successors and assigns forever, against all other claims whatsoever except as excluded or excepted herein; and (v) Grantor and its heirs and assigns will, on demand of the Grantee or its heirs or assigns, execute any instrument necessary for the further assurance of the title to the Property that may be reasonably required.

GENERAL WARRANTY DEED

Witness the hand of said Grantor this 1 day of July, 2014.

GRANTOR:

MAURI VENTURES, LLC, an Idaho limited liability company

By: [Signature]
 Name: K. Jayce Howell
 Its: Managing Member

State of Idaho)
) S.S.
 County of Bannock

On this 1st day of July, in the year of 2014, before me, Sandra Lynn Boyle, an Idaho notary public, personally appeared K. Jayce Howell, known or identified to me to be the manager or a member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

Sandra Lynn Boyle
 Notary Public for Idaho
 Residing at: Idaho Falls
 Commission Expires: 3-26-2016

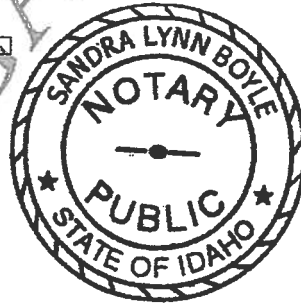


EXHIBIT A to General Warranty Deed**Description of the Property****TRACT 1 (BURNSIDE/FURNISS)****PARCEL 1**

Commencing at a point 57.2 rods South of the Northeast Corner of the NW1/4 of Section 1, Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho, and running:

Thence South 55.7 rods;

Thence West 61.28 rods, more or less;

Thence North 55.7 rods;

Thence East 61.28 rods, more or less, to the place of beginning.

Less: Beginning at a point 57.2 rods South, and 30.64 rods West from the NE Corner of the NW1/4 of Section 1, Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho, and running:

Thence South 55.7 rods;

Thence West 30.64 rods;

Thence North 55.7 rods;

Thence East 30.64 rods to the point of beginning.

Parcel 2

Beginning at the NE Corner of the NW1/4 of Section 1, Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho, and running:

Thence South 57.2 rods;

Thence West 30.64 rods;

Thence North 57.2 rods;

Thence East 30.64 rods to the point of beginning.

TRACT 2 (NEIL FURNISS)

Commencing at a point 57.2 rods South of the Northeast Corner of the NW1/4 of Section 1, Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho, and running thence South 55.7 rods, thence West 160 rods more or less, thence North 55.7 rods, thence East 160 rods more or less to the place of beginning.

Less: Commencing at a point 57.2 rods South of the Northeast Corner of the NW1/4 of Section 1, Township 4 North, Range 44 East, Boise Meridian, Teton county, Idaho, and running thence South 55.7 rods, thence West 61.28 rods more or less, thence North 55.7 rods, thence East 61.28 rods more or less to the place of beginning.

TRACT 3 (FURNISS)

Beginning at the NE Corner of the NW1/4 of Section 1, Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho, and running thence South 57 and 2/10 (57.2) rods, thence West 160 rods, more or less, thence North 57.2 rods, thence East 160 rods, more or less to the place of beginning; less the road right of way.

Also: Beginning at a point 57.2 rods South and 30.64 rods West from the NE Corner of the NW

Quarter of Section 1, Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho, and running thence South 55.7 rods, thence West 30.64 rods, thence North 55.7 rods, thence East 30.64 rods to the point of beginning.

Less: Beginning at the NE Corner of the NW1/4 of Section 1, Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho, and running thence South 57.2 rods, thence West 30.64 rods, thence North 57.2 rods, thence East 30.64 rods to the point of beginning.

Less: beginning at the NW Corner of the NW1/4 of Section 1, Township 4 North, Range 44 East, Boise Meridian, Teton county, Idaho, and running thence South 57.2 rods, thence East 67.13 rods, thence North 57.2 rods, thence West 67.13 rods to the place of beginning.

TRACT 4 (BURNSIDE 2)

Beginning at the NW corner of the NW1/4 of Section 1, Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho, and running:

Thence South 57.2 rods;
Thence East 67.13 rods;
Thence North 57.2 rods; and
Thence West 67.13 rods to the place of beginning.
Less the road right of way.

TRACT 5 (STILLWATER HOLDINGS)

The SW1/4 SW1/4 SE1/4, The E1/2 SW1/4 SE1/4, The SE1/4 SE1/4 of Section 1, the NW1/4 NE1/4, and part of the NE1/4 NE1/4 of Section 12, all within Twp. 4N., RNG, 44E., B.M., Teton County, Idaho, being further described as:

Commencing at the Southeast corner of said Section 1,
Thence S 00°13'27"W, 1029.51 feet to a point;
Thence N 89°58'25"W, 295.35 feet to a point;
Thence S 00°13'27"W, 295.35 feet to a point;
Thence N 89°58'25"W, 2348.04 feet to a point;
Thence N 00°19'42"E, 1324.90 feet to a point;
Thence N 00°13'04"E, 661.80 feet to a point;
Thence S 89°56'44"E, 660.15 feet to a point;
Thence N 00°12'32"E, 661.49 feet to a point;
Thence S 89°55'05"E, 1980.13 feet to a point;
Thence S 00°10'58"W, 1321.07 feet to the point of beginning.

Less Deed # 150619 described as follows: Part of the NE1/4 NE1/4 of Section 12, Twp. 4N., RNG, 44E., B.M., Teton County, Idaho, being further described as:
From the Northeast corner of Section 12, S 20°00'41"W, 105.84 feet to the point of beginning;
Thence S 00°00'31"W, 289.88 feet (South, 290.00 feet);
Thence N 89°56'50"W, 600.94 feet (West, 600.80 feet);
Thence N 00°03'16"E, 289.71 feet (North, 290.00 feet);
Thence S 89°57'48"E, 600.71 feet (East, 600.80 feet) to the point of beginning.

TRACT 6 (BUXTON)

The SE1/4SE1/4, Part of the N1/2SE1/4, and part of the SE1/4NE1/4 of Section 12, all within Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho, being further described as:

Commencing at the Southeast corner of said Section 12;
 thence S89°59'03"W 1,324.40 feet to a point;
 thence N00°17'44"E 1,323.63 feet to a point;
 thence N89°59'42"W 1,323.65 feet to a point;
 thence N00°19'51"E 1,323.99 feet to a point;
 thence S89°58'47"E 1,322.83 feet to a point;
 thence N00°16'33"E 1,324.87 feet to a point;
 thence S89°58'25"E 1,123.01 feet to a point;
 thence S00°01'35"W 198.00 feet to a point;
 thence S89°58'25"E 198.00 feet to a point;
 thence S00°13'26"W 1,126.86 feet to the East 1/4 corner of said Section 12;
 thence N89°58'27"W 437.15 feet to a point;
 thence S00°15'48"W 506.00 feet to a point;
 thence S89°58'27"E 437.15 feet to a point;
 thence S00°15'48"W 2,140.30 feet to the point of beginning.

Subject to a 30.0 foot county road and utility easement along the Northern, Eastern, and Southern property boundaries.

TRACT 7 (MAHOGANY CREEK)

A part of the N1/2 of Section 13, Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho, being further described as,

Commencing at the East Quarter corner of said Section 13,
 thence S89°53'37"W 2,636.07 feet along the South line of the NE1/4 to the center quarter corner of said section; thence S89°53'37"W 76.78 feet to a point; thence N16°18'54"W 136.99 feet to a point; thence N84°52'00"E 561.95 feet to a point; thence N01°18'00"W 664.00 feet to a point; thence N73°47'00"E 160.00 feet to a point; thence N18°00'00"E 66.00 feet to a point; thence N03°30'00"W 73.00 feet to a point; thence N04°47'00"E 60.00 feet to a point; thence S62°27'35"W 20.00 feet to a point; thence N01°12'09"E 131.57 feet to a point; thence N12°35'51"E 30.55 feet to a point; thence N89°59'04"E 278.34 feet to a point; thence N00°01'28"W 742.50 feet to a point; thence N89°39'04"E 1,771.15 feet to the Section line; thence S00°15'04"W 1,986.15 feet to the point of beginning.

Also; The North Half of the Southeast Quarter (N1/2SE1/4), the Northeast Quarter Southwest Quarter (NE1/4SW1/4), the North Half Southeast Quarter Southeast Quarter (N1/2SE1/4SE1/4) all in Section 13, Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho.

Subject to an Existing County Road and Utility Easement along the Eastern Property Boundary.

TRACT 8 (FOSTER)

Section 13, Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho:

SE1/4SW1/4; SW1/4SE1/4; S1/2SE1/4SE1/4; also

Beginning at the Southeast corner of Section 13, Township 4 North, Range 44 East, Boise Meridian, and running thence South 5 rods (82.5 feet); thence West 80 rods (1,320.00 feet); thence North 5 rods; thence East 80 rods to the place of beginning, being a portion of the NE1/4NE1/4 of Section 24, Township 4 North, Range 44 East of the Boise Meridian, Teton County Idaho.

TRACT 9 (ZOHNER)

The Northeast Quarter of the Northeast Quarter of Section 24, Township 4 North, Range 44 East of the Boise Meridian, Teton County, Idaho, and Government Lots 1, 2, and the North Half of the North Half of Government Lot 3, Section 19, Township 4 North, Range 45 East of the Boise Meridian, Teton County, Idaho, being further described as:

Commencing at the Northwest corner of Section 19,
 Thence South 89°58'27" East 1,324.41 feet along the North line of said Section 19 to a point;
 Thence South 00°08'34" West 2,649.04 feet to a point;
 Thence South 00°16'32" West 331.85 feet to a point;
 Thence North 89°53'19" West 1,330.26 feet to a point;
 Thence North 00°30'21" East 332.03 feet to the West quarter corner of said Section 19;
 Thence North 00°14'26" East 1,323.45 feet to a point;
 Thence North 89°38'14" West 1,312.26 feet to a point;
 Thence North 00°15'49" East 1,238.50 feet to a point;
 Thence South 89°44'05" East 1,311.76 feet to a point;
 Thence North 00°14'26" East 82.72 feet to the Point of Beginning.

Subject to a 30.0 foot county road and utility easement along the Northern boundary of said property.

TRACT 10 (BUXTON/HIBBERT)**PARCEL 1**

The Northwest Quarter of the Northeast Quarter (NW1/4NE1/4) and the Northeast Quarter of the Northwest Quarter (NE1/4NW1/4) of Section Seven (7), Township Four (4) North, Range Forty Five (45) East, Boise Meridian, Teton County, Idaho.

PARCEL 2

Lots One and Two: (The West half of the Northwest Quarter) of Section 7, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho.

EXCEPTING therefrom the following parcel, which was the former Bates school and described as follows: Beginning at a point 50 rods North of the Northwest corner of the Northwest quarter of the Southwest quarter of said Section 7, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, and running thence East 17 rods, thence North 14 rods, thence West 17 rods, thence South 14 rods to the place of beginning.

EXHIBIT A TO GENERAL WARRANTY DEED

LESS AND EXCEPTING therefrom the following parcel:

The N1/2 of Lot 1 (NW1/4 NW1/4) of Section 7, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho.

PARCEL 3

The Southwest Quarter of the Northeast Quarter and the Southeast Quarter of the Northwest Quarter and the Northeast Quarter of the Southwest Quarter and the Northwest Quarter of the Southeast Quarter of Section 7, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho.

ALSO: Beginning at the NE corner of Lot 3, Section 7, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, and running South 2 rods, West 80 rods, North 2 rods, East 80 rods to the point of beginning.

PARCEL 4

Southeast Quarter of the Southwest Quarter (SE1/4SW1/4) of Section 7, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho.

LESS the following: Beginning at the Southwest corner of the SE1/4SW1/4 Section, Township, and Range, aforesaid and running thence North 209 feet, thence East 209 feet; thence South 209 feet; and thence West 209 feet to the point of beginning.

PARCEL 5

Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho.
Section 7: Southwest Quarter Southeast Quarter.

PARCEL 6

Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho. Section 18: Northwest Quarter Northwest Quarter.

LESS: Commencing at a point 1 rod South and 2 rods East of the Northwest corner of the Northwest Quarter of said Section 18; thence East 16 rods; thence South 16 rods; thence West 16 rods; thence North 16 rods to the point of beginning.

ALSO LESS: A part of the Southwest Quarter Northwest Quarter Northwest Quarter of Section 18, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, being further described as: Commencing at the Southwest corner of the Northwest Quarter Northwest Quarter of said Section 18 and running South 89°48'33" East, 260.00 feet along the South line of the Northwest Quarter Northwest Quarter to a point; thence North 00°15'06" West, 360.00 feet to a point; thence North 89°48'33" West, 260.00 feet to a point on the Section line; thence South 00°15'06" West, 360.00 feet along the West section line to the point of beginning.

PARCEL 7

Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, Section 18: East Half Northwest Quarter.

PARCEL 8

EXHIBIT A TO GENERAL WARRANTY DEED

Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, Section 18: Northeast Quarter;

LESS: A part of the Northeast Quarter Northeast Quarter of Section 18, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, being further described as: Commencing at the Northeast corner of said Section 18, the true point of beginning; thence South $00^{\circ}25'08''$ West, 330.00 feet along the section line to a point; thence North $89^{\circ}50'25''$ West, 330.00 feet to a point; thence North $00^{\circ}25'08''$ East, 330.00 feet to a point on the North section line of said Section 18; thence South $89^{\circ}50'25''$ East, 330.00 feet along the Section line to the true point of beginning.

EXHIBIT B to General Warranty Deed

Permitted Exceptions to the Fourth Commitment for Title Insurance dated June 26, 2014 ("Title Commitment") issued by First American Title Company File No. 492508-T

1. Standard printed exceptions appearing in the Title Commitment as Exception Nos. 1 through 6. (Affecting all Tracts).
2. Existing County Roads (Exception No. 7 affecting all Tracts).
3. Existing rights 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 Idaho Code § 58-604. (Exception No. 8 affecting all Tracts).
4. Reservation in United States Patent, recorded December 27, 1921 in Book 45, Page 352. (Exception Nos. 10, 14, 17 and 20; affecting Tract 1, Parcels 1 and 2, Tracts 2, 3 and 4).
5. Existing County Road Right of Way (Exception Nos. 11, 15, 18 and 21; affecting Tract 1, Parcels 1 and 2, Tracts 2, 3 and 4).
6. Reservations in United States Patent, recorded December 5, 1912 in Book 7, Page 16 and 17. (Exception No. 24 affecting Tract 5).
7. Reservation of oil and mineral rights retained in the warranty deed recorded February 27, 1979 as Instrument No. 82870. (Exception No. 25 affecting Tract 5).
8. Terms of the agreement for electrical services, recorded August 1, 1980 as Instrument No. 85900, but limited to the rights assigned, services provided and obligations beginning to accrue as of the Closing Date. (Exception No. 26 affecting Tract 5).
9. Restriction prohibiting any future "one time lot split" pursuant to Article VII, Section 1-7-16 of the Teton County, Idaho Subdivision Ordinances set forth in the warranty deed recorded August 27, 2009 as Instrument No. 206702. (Exception No. 28 affecting Tract 5).
10. All covenants, conditions, restrictions, easements, rights, interests or claims disclosed by Record of Survey recorded August 27, 2009 as Instrument No. 206703. (Exception No. 29 affecting Tract 5).
11. Terms of the agreement for electrical services, recorded October 30, 2013 as Instrument No. 230259, but limited to the rights assigned, services provided and obligations beginning to accrue as of the Closing Date. (Exception Nos. 32 and 40; affecting Tracts 5 and 6).
12. Terms of the agreement for electrical services, recorded October 30, 2013 as Instrument No. 230282, but limited to the rights assigned, services provided and obligations beginning to accrue as of the Closing Date. (Exception Nos. 33 and 41; affecting Tracts 5 and 6).

13. Terms of the Grant of Easement and Joint Use Agreement recorded June 19, 1984 as Instrument No. 94987. (Exception Nos. 35 and 62; affecting Tract 6 and Tract 10, Parcels 1, 2 and 3).
14. All covenants, conditions, restrictions, easements, rights, interests or claims disclosed by Record of Survey recorded February 21, 2008 as Instrument No. 195574. (Exception No. 36 affecting Tract 6).
15. Restriction prohibiting any future "one time lot split" pursuant to Article VII, Section 1-7-16 of the Teton County, Idaho Subdivision Ordinances set forth in the warranty deed recorded February 21, 2008 as Instrument No. 195575. (Exception No. 37 affecting Tract 6).
16. Reservations in United States Patent, recorded May 10, 1911 in Book 7, Page 2 and June 28, 1911 in Book 7 Page 4. (Exception No. 43 affecting Tract 7).
17. All covenants, conditions, restrictions, easements, rights, interests or claims disclosed by Record of Survey recorded July 19, 2007 as Instrument No. 189547. (Exception No. 45 affecting Tract 7).
18. Restriction prohibiting any future "one time lot split" pursuant to Article VII, Section 1-7-16 of the Teton County, Idaho Subdivision Ordinances set forth in the warranty deed recorded July 19, 2007 as Instrument No. 189550. (Exception No. 46 affecting Tract 7).
19. Electric line right-of-way easement recorded July 2, 1997 as Instrument No. 127577. (Exception No. 49 affecting Tract 8).
20. Terms of the agreement for electrical services, recorded July 2, 1997 as Instrument No. 127593, but limited to the rights assigned, services provided and obligations beginning to accrue as of the Closing Date. (Exception No. 50 affecting Tract 8).
21. The Easement for Road recorded September 11, 1995 as Instrument No. 121261. (Exception No. 53 affecting Tract 9).
22. All covenants, conditions, restrictions, easements, rights, interests or claims disclosed by Record of Survey recorded March 8, 2007 as Instrument No. 185731 and October 9, 2007 as Instrument No. 192214. (Exception No. 54 affecting Tract 9).
23. Restriction prohibiting any future "one time lot split" pursuant to Article VII, Section 1-7-16 of the Teton County, Idaho Subdivision Ordinances set forth in the warranty deed recorded October 9, 2007 as Instrument No. 192212. (Exception No. 55 affecting Tract 9).
24. Reservations in United States Patent, recorded February 5, 1914 in Book 6, Page 457. (Exception No. 58 affecting Tract 10, Parcel 3).
25. Reservations in United States Patent, recorded January 26, 1916 in Book 7, Page 313. (Exception No. 59 affecting Tract 10, Parcels 4, 5 and 7).

26. Reservations in United States Patent, recorded March 16, 1914 in Book 7, Page 460. (Exception No. 60 affecting Tract 10, Parcel 8).
27. Reservation of mineral rights 73369 pursuant to Idaho Code §§ 47-701 and 47-710A contained in the deed from the State of Idaho recorded October 12, 1973 as Instrument No. 73369. (Exception No. 61 affecting Tract 10 Parcel 8).
28. All covenants, conditions, restrictions, easements, rights, interests or claims disclosed by Record of Survey recorded October 24, 2000 as Instrument No. 139920. (Exception No. 63 affecting Tract 10, Parcel 6).
29. Restriction prohibiting any future "one time lot split" pursuant to Article VII, Section 1-7-16 of the Teton County, Idaho Subdivision Ordinances set forth in the warranty deed recorded October 24, 2000 as Instrument No. 139922. (Exception No. 64 affecting Tract 10, Parcel 6).
30. All covenants, conditions, restrictions, easements, rights, interests or claims disclosed by Record of Survey recorded May 21, 2003 as Instrument No. 154934. (Exception No. 65 affecting Tract 10, Parcel 8).
31. All covenants, conditions, restrictions, easements, rights, interests or claims disclosed by Record of Survey recorded February 28, 2007 as Instrument No. 185393. (Exception No. 66 affecting Tract 10, Parcel 2).
32. Restriction prohibiting any future "one time lot split" pursuant to Article VII, Section 1-7-16 of the Teton County, Idaho Subdivision Ordinances set forth in the Decree of Quiet Title recorded May 18, 2012 as Instrument No. 222178. (Exception No. 67 affecting Tract 10, Parcel 2).
33. Terms of the agreement for electrical services, recorded July 2, 2013 as Instrument No. 228471, but limited to the rights assigned, services provided and obligations beginning to accrue as of the Closing Date. (Exception No. 68).

All above-identified instruments were recorded in Teton County, Idaho.

RECORDATION REQUESTED BY:

215572 FEB 2 '11 AM 8:59

Mauri Ventures, LLC
2345 North Woodruff Avenue
Idaho Falls, ID 83401

Instrument # 215572

TETON COUNTY, IDAHO

2-2-2011 08:59:00 No. of Pages: 5

Recorded for: JUSTIN R SEAMONS

MARY LOU HANSEN

Fee: 22.00

Ex-Officio Recorder Deputy

Index to: DEED #11 LIEU OF FORECLOSURE

WHEN RECORDED MAIL TO:

Mauri Ventures, LLC
2345 North Woodruff Avenue
Idaho Falls, ID 83401

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**NON-MERGER WARRANTY DEED
IN LIEU OF FORECLOSURE**

Grantor	Grantee
Mahogany Creek Enterprises, LLC 5400 West 3000 South Driggs, ID 83422 <i>by and through</i> Jay Farrell Buxton, Managing Member of Mahogany Creek Enterprises, LLC <i>and</i> Kerry Buxton, <i>also known as</i> Kerry D. Buxton, Managing Member of Mahogany Creek Enterprises, LLC	Mauri Ventures, LLC 2345 North Woodruff Avenue Idaho Falls, ID 83401

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which the Grantor hereby acknowledges, the Grantor hereby grants, conveys, and forever transfers the following Real Property, including the Grantor's right, title, and interest therein, to the Grantee:

(see **EXHIBIT A**, attached hereto)

TOGETHER WITH AND INCLUDING any and all improvements and fixtures that relate or otherwise pertain thereto, any and all appurtenances, tenements, and hereditaments that relate or otherwise pertain thereto, any and all rents, issues, and profits that relate or otherwise pertain thereto, and any and all water, water rights, ditch rights, and irrigation equipment that relate or otherwise pertain thereto;

**NON-MERGER WARRANTY DEED
IN LIEU OF FORECLOSURE**

Page 2

TO HAVE AND TO HOLD the Real Property unto the Grantee and its successors and assigns forever.

The Grantor hereby represents and covenants that it is the owner in fee simple of the Real Property; that its title thereto is good and marketable; that its transfer thereof to the Grantee is rightful; that the Real Property is free and clear of any and all mortgages, deeds of trust, liens, taxes, levies, assessments, and other encumbrances of whatever kind or nature, except for a MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING, recorded on March 5, 2009, as Instrument No. 203242, Teton County, Idaho, and re-recorded to correct the legal description on January 20, 2010, as Instrument No. 209273, Teton County, Idaho; and that the Grantor will warrant and defend the same from any and all lawful claims whatsoever.

The Grantor hereby acknowledges and agrees that it has executed, tendered, and delivered this NON-MERGER WARRANTY DEED IN LIEU OF FORECLOSURE to the Grantee in lieu of the foreclosure of the MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING, recorded on March 5, 2009, as Instrument No. 203242, Teton County, Idaho, and re-recorded to correct the legal description on January 20, 2010, as Instrument No. 209273, Teton County, Idaho; provided, however, the Grantor acknowledges and agrees that the Grantee has not released, waived, terminated, or otherwise discharged the MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING. In this regard, the Grantor agrees that the MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING does not merge with or into this NON-MERGER WARRANTY DEED IN LIEU OF FORECLOSURE; instead, the Grantor agrees that the MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING survives this NON-MERGER WARRANTY DEED IN LIEU OF FORECLOSURE. Thus, the Grantor hereby acknowledges and agrees that the MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING is valid and enforceable against the Real Property, that the Loan is in full force and effect, and that the Grantee has the right to foreclose the MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING against the Real Property; provided, however, the Grantor is not liable or otherwise responsible therefor. If the Grantee forecloses the MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING against the Real Property, the Grantor hereby releases, waives, terminates, and forever discharges any and all rights of redemption to the Real Property—that is, any and all rights to redeem the Real Property—including, without limitation, statutory rights of redemption, equitable rights of redemption, and any and all other rights of redemption of whatever kind or nature, including Chapter 4, Title 11, of the Idaho Code.

This NON-MERGER WARRANTY DEED IN LIEU OF FORECLOSURE is absolute and unconditional. This NON-MERGER WARRANTY DEED IN LIEU OF FORECLOSURE is not a mortgage, security interest, or other form of security against the Real Property of whatever kind or nature.

(END)

**NON-MERGER WARRANTY DEED
IN LIEU OF FORECLOSURE**

Page 3

Dated the 12 day of ~~November, 2010.~~ ^{January, 2011.}

Mahogany Creek Enterprises, LLC

By:

Jay Farrell Buxton
Jay Farrell Buxton, Managing Member

State of ~~Idaho~~ Utah }
County of Utah } ss.

On the 12 day of ~~November, 2010.~~ ^{January, 2011}, before me, a Notary Public, personally appeared Jay Farrell Buxton, known or identified to me to be the person who executed the foregoing NON-MERGER WARRANTY DEED IN LIEU OF FORECLOSURE, and duly acknowledged to me that he executed the same for and on behalf of Mahogany Creek Enterprises, LLC, as a Managing Member thereof.

Jared Saunders
Notary Public
Commission expires: June 1, 2012
Residing at: Pleasant Grove, UT



NON-MERGER WARRANTY DEED
IN LIEU OF FORECLOSURE

Page 4

Dated the 20 day of ^{December}~~November~~, 2010.

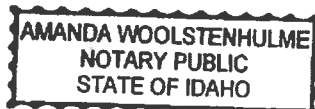
Mahogany Creek Enterprises, LLC

By: [Signature] ^{Manager}
Kerry Buxton, also known as
Kerry D. Buxton, Managing Member

State of Idaho

County of Teton } ss.

On the 20th day of ^{December}~~November~~, 2010, before me, a Notary Public, personally appeared Kerry Buxton, also known as Kerry D. Buxton, known or identified to me to be the person who executed the foregoing NON-MERGER WARRANTY DEED IN LIEU OF FORECLOSURE, and duly acknowledged to me that he executed the same for and on behalf of Mahogany Creek Enterprises, LLC, as a Managing Member thereof.



[Signature]
Notary Public
Commission expires: 8-31-2015
Residing at: Victor ID

**NON-MERGER WARRANTY DEED
IN LIEU OF FORECLOSURE**

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EXHIBIT A

A part of the N1/2 of Section 13, Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho, being further described as:

Commencing at the East Quarter corner of said Section 13, thence S89°53'37"W 2,636.07 feet along the South line of the NE1/4 to the center quarter corner of said section; thence S89°53'37"W 76.78 feet to a point; thence N16°18'54"W 136.99 feet to a point; thence N84°52'00"E 561.95 feet to a point; thence N01°18'00"W 664.00 feet to a point; thence N73°47'00"E 160.00 feet to a point; thence N18°00'00"E 66.00 feet to a point; thence N03°30'00"W 73.00 feet to a point; thence N04°47'00"E 60.00 feet to a point; thence S62°27'35"W 20.00 feet to a point; thence N01°12'09"E 131.57 feet to a point; thence N12°35'51"E 30.55 feet to a point; thence N89°59'04"E 278.34 feet to a point; thence N00°01'28"W 742.50 feet to a point; thence N89°39'04"E 1,771.15 feet to the Section line; thence S00°15'04"W 1,986.15 feet to the point of beginning.

Also: The North Half of the Southeast Quarter (N1/2SE1/4), the Northeast Quarter Southwest Quarter (NE1/4SW1/4), the North Half Southeast Quarter Southeast Quarter (N1/2SE1/4SE1/4) all in Section 13, Township 4 North, Range 44 East, Boise Meridian, Teton County, Idaho.

Subject to an Existing County Road and Utility Easement along the Eastern Property Boundary.

129160
WARRANTY DEED

RECEIVED

DEC 9 1997

TETON CO., ID
CLERK RECORDER

We, FARRELL BUXTON and JEANNE BUXTON, trustees, under the F.J. BUXTON FAMILY LIVING TRUST dated June 11, 1997, GRANTORS, of TETON County, State of IDAHO, for in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, CONVEY AND WARRANT to MAHOGANY CREEK ENTERPRISES, Limited Liability Company, GRANTEES, whose address is 332 South 500 West, Driggs, Idaho 83422, the following described real property, situated in the County of TETON, State of IDAHO, to-wit:

W1/2SW1/4, SE1/4SW1/4, SW1/4SE1/4 of Sec. 12, Twp. 4 N., R. 44 E., Boise Meridian.

Together with all water and ditch rights thereunto appertaining including but not limited to a decreed right to 80 miner's inches in Mahogany Creek with priority date of January 22, 1916.

Together with the interest hereafter described in a buried sprinkler mainline and full title to approximately one-fourth mile of portable mainline, pump and one lateral line.

The joint interest in the sprinkler mainline is under a Teton County Soil Conservation District project called "Mahogany Creek Group" with parties of the first part having one lateral, Jaydell Buxton and D. C. Buxton having four laterals and Ernest G. Bates having one lateral, all working from the jointly owned mainline.

The decreed water right is utilized through the joint system in accordance with the Operation and Maintenance Plan of the Mahogany Creek Group.

Together with United States Forest Service grazing rights appurtenant thereto.

Together with all and singular the tenements, hereditaments and other appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, and rents, issues and profits; and all estate, right, title and interest in and to the said property, as well in law as in equity of the said parties of the first part.

The Northeast Quarter of the Southwest Quarter; the North half of the Southeast Quarter; the North half of the Southeast Quarter of the Southeast Quarter; and beginning at a point 40 rods South of the Northeast corner of the Northeast Quarter, and running thence West 107 rods, thence South 45 rods, thence West 53 rods, thence South 75 rods, thence East 160 rods, thence North 120 rods to the point of beginning all in Section 13, Township 4 North, Range 44 EBM with all growing crops thereon and all machinery and equipment of the Sellers thrown in, and also an undivided one-half interest in and to a potato cellar located upon a Railroad Lease in Driggs, Teton County, State of Idaho and Sellers agree to have the leasehold interest assigned to the Buyers.

129160

Together will all and singular the tenements, hereditaments and other appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, and rents, issues and profits; and all estate, right, title and interest in and to the said property, as well in law as in equity of the said parties of the first part.

WITNESS our hands on this 30th day of December, 1997

Farrell Buxton
Farrell Buxton, Trustee

Jeanne Buxton
Jeanne Buxton, Trustee

STATE OF Wyoming)
) ss.
COUNTY OF TETON)

On this 30th day of December, 1997, before me personally appeared Farrell Buxton and Jeanne Buxton, trustees of the F.J. Buxton Family Living Trust, dated June 11, 1997, known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed for the purposes and consideration herein contained.

Witness my hand and official seal.

H. Cody Runyan
H. Cody Runyan, Notary Public
My commission expires: May 31, 2000



129160

FILED

AT THE REQUEST OF

Cody Runyan

AT 05 MINUTES PAST 12 P.M.

DATE Dec. 30, 1997

BY Dea J. Drake

CLERK OF RECORD

BY Nora R. Rhye

✓
✓

RECEIVED

127417

JUN 13 1997

Warranty Deed

TETON CO., ID
CLERK RECORDER

We, JAY FARRELL BUXTON and HELEN JEAN BUXTON, his wife, joint tenants with right of survivorship, GRANTORS, of Teton County, State of Idaho, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, CONVEY AND WARRANT to

FARRELL BUXTON and JEANNE BUXTON, Trustees, or their successors in trust, under the F. J. BUXTON FAMILY LIVING TRUST dated June 11, 1997, and any amendments thereto.

GRANTEES, whose address is 500 West 320 South, Driggs, Idaho 83422, the following described real estate, situate in the County of Teton, State of Idaho, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Idaho, to-wit:

W1/2SW1/4, SE1/4SW1/4, SW1/4SE1/4 of Sec. 12, Twp. 4 N., R. 44 E., Boise Mer.

Together with all water and ditch rights thereunto appertaining including but not limited to a decreed right to 80 miner's inches in Mahogany Creek with priority date of January 22, 1916.

Together with the interest hereafter described in a buried sprinkler mainline and full title to approximately one-fourth mile of portable mainline, pump and one lateral line.

The joint interest in the sprinkler mainline is under a Teton County Soil Conservation District project called "Mahogany Creek Group" with parties of the first part having one lateral, Jaydell Buxton and D. C. Buxton having four laterals and Ernest G. Bates having one lateral, all working from the jointly owned mainline.

The decreed water right is utilized through the joint system in accordance with the Operations and Maintenance Plan of the Mahogany Creek Group.

Together with United States Forest Service grazing rights appurtenant thereto.

Together with all and singular the tenements, hereditaments and other appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, and rents, issues and profits; and all estate, right, title and interest in and to the said property, as well in law as in equity of the said parties of the first part.

The Northeast Quarter of the Southwest Quarter; the North half of the Southeast Quarter; the North Half of the Southeast Quarter of the Southeast Quarter; and beginning at a point 40 rods South of the Northeast corner of the Northeast Quarter, and running thence West 107 rods, thence South 45 rods, thence West 53 rods, thence South 75 rods, thence East 160 rods, thence North 120 rods to the point of beginning all in Section 13, Township 4 North. Range 44 FRM with all

Together with all and singular the tenements, hereditaments and other appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, and rents, issues and profits; and all estate, right, title and interest in and to the said property, as well in law as in equity of the said parties of the first part.

WITNESS our hands on June 11, 1997.

Witnesses as to both parties:

Jay Farrell Buxton Del Monte Shuler
JAY FARRELL BUXTON, Husband , Witness

Helen Jean Buxton Del Monte Shuler
HELEN JEAN BUXTON, Wife , Witness

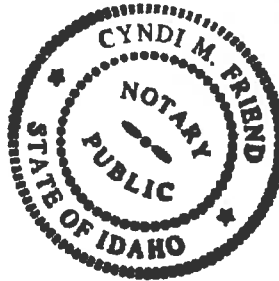
STATE OF IDAHO)
) ss.
COUNTY OF TETON)

On June 11, 1997 before me personally appeared Jay Farrell Buxton and Helen Jean Buxton, as Husband and Wife, known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed for the purposes and consideration herein contained.

Witness my hand and official seal.

C. M. L.
Cyndi Friend, Notary Public

My commission expires: January 13, 2003



127417

FILED

AT THE REQUEST OF

Craig R. ...
AT 55 MARKET STREET 12 00