



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:**

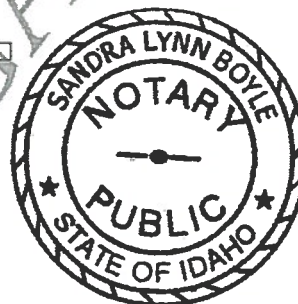
MAURI VENTURES, LLC, an Idaho limited liability company

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

State of Idaho )  
 ) S.S.  
 County of Bernard

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.

?  
Not added  
back in?

## 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.

Instrument # 221251

TETON COUNTY, IDAHO

3-8-2012 09:50:00 No. of Pages: 4

Recorded for : SEAMONS, JUSTIN

MARY LOU HANSEN

Fee: 19.00

Ex-Officio Recorder Deputy

Index to: DEED IN LIEU OF FORECLOSURE

**RECORDATION REQUESTED BY:**

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

**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 Ridge Holdings LLC<br>P.O. Box 2085<br>Eagle, ID 83616 | Mauri Ventures, LLC<br>2345 North Woodruff Avenue<br>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;

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 DEED OF TRUST, recorded on October 15, 2007, as Instrument No. 192423, Teton County, Idaho; and that the Grantor will warrant and defend the same from any and all lawful claims whatsoever.

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

Page 2

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 DEED OF TRUST; provided, however, the Grantor acknowledges and agrees that the Grantee has not released, waived, terminated, or otherwise discharged the DEED OF TRUST. In this regard, the Grantor agrees that the DEED OF TRUST does not merge with or into this NON-MERGER WARRANTY DEED IN LIEU OF FORECLOSURE; instead, the Grantor agrees that the DEED OF TRUST survives this NON-MERGER WARRANTY DEED IN LIEU OF FORECLOSURE. Thus, the Grantor hereby acknowledges and agrees that the DEED OF TRUST is valid and enforceable against the Real Property, that the SECURED PROMISSORY NOTE in support thereof is in full force and effect, and that the Grantee has the right to foreclose the DEED OF TRUST against the Real Property; provided, however, the Grantor and Travis G. Thompson are not liable or otherwise responsible therefor. If the Grantee forecloses the DEED OF TRUST 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 DEED OF TRUST, 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 10 day of February, 2012.

Mahogany Ridge Holdings LLC

By:

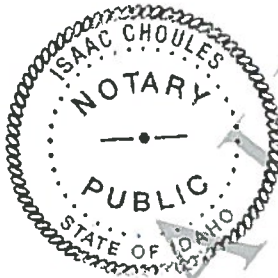
Travis G. Thompson, Manager  
Travis G. Thompson, Manager

State of Idaho

} ss.

County of Ada

On the 10<sup>th</sup> day of February, 2012, before me, a Notary Public, personally appeared Travis G. Thompson, 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 Ridge Holdings LLC as the Manager thereof.



[Signature]  
Notary Public

Commission expires: May 18, 2015

Residing at: Meridian, ID

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

Page 4

**EXHIBIT A**

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 section corner 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 57.2 rods, thence East 67.13 rods, thence North 57.2 rods, thence West 67.13 rods to the place of beginning.

File Number: 51312

192422 OCT 15 07 PM 4:48

**RECORDING REQUESTED BY:**

Teton County Title

**Instrument # 192422**

TETON COUNTY, IDAHO

2007-10-15

04:48:00 No. of Pages: 2

Recorded for : TETON COUNTY TITLE

MARY LOU HANSEN

Ex-Officio Recorder Deputy

Index to: DEED, WARRANTY

Fee: 6.00

**AND WHEN RECORDED MAIL TO:**

Teton County Title

65 S. Main Street

Driggs, Id 83422

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**WARRANTY DEED****FOR VALUE RECEIVED**

**Don E. Furniss also known as Don Furniss, Margie Mae Hansen also known as Margie Hansen, James E. Furniss also known as Jim Furniss, Neil J. Furniss, Marilyn June Furniss also known as Marilyn Marshall, Gary Dean Furniss also known as Gary Furniss and Nelda Kay Burnside also known as Nelda Burnside**

**GRANTOR(S), hereby grants, bargains, sells, conveys and warrants unto**

**Mahogany Ridge Holdings, LLC, an Idaho limited liability company**  
**GRANTEE(S), whose mailing address is: PO Box 408, Victor, ID 83455**  
**the following described premises, to wit:**

**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 section corner 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 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.**

**Subject to: all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations of record, and payment of accruing taxes and assessments as agreed to by parties above.**

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises, that said premises are free from all encumbrances and that he will warrant and defend the same from all lawful claims whatsoever.

Dated this       day of October, 2007.

Don E. Furniss by Neil Furniss      Margie Mae Hansen by Neil  
his attorney in fact                      Furniss her attorney in fact

Don E. Furniss by Neil Furniss, his attny in fact      Margie Mae Hansen, by Neil Furniss, her attny in fact

James E. Furniss by Neil Furniss  
his attorney in fact

James E. Furniss, by Neil Furniss, his attny in fact

Marilyn June Furniss by Neil Furniss  
her attorney in fact

Marilyn June Furniss, by Neil Furniss her attny in fact

Neil J. Furniss

Neil J. Furniss

Gary Dean Furniss by Neil  
Furniss his attorney in fact

Gary Dean Furniss, by Neil Furniss, his attny in fact

Nelda Kay Burnside by Neil Furniss  
her attorney in fact

Nelda Kay Burnside, by Neil Furniss her attny in fact

STATE OF Idaho

)  
) ss.

COUNTY OF Teton

On this 15th day of October, 2007, before me, a Notary Public in and for said county and state, personally appeared Neil Furniss known or identified to me to be the person whose name is subscribed to the within instrument as Attorney in Fact for Don E. Furniss also known as Don Furniss, Margie Mae Hansen also known as Margie Hansen, James E. Furniss also known as Jim Furniss, Neil J. Furniss, Marilyn June Furniss also known as Marilyn Marshall, Gary Dean Furniss also known as Gary Furniss and Nelda Kay Burnside also known as Nelda Burnside and acknowledged to me that such he executed the same as Attorney in Fact.

WITNESS MY HAND AND OFFICIAL SEAL.



Notary Public

Residing at: Victor ID.

My commission expires: 6-28-09

STACY A. STEWART  
Notary Public  
State of Idaho

STATE OF IDAHO  
COUNTY OF TETON

On this 15th day of October, before me, a notary public, in and for said state personally appeared Neil J. Furniss, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.



Notary Public

Residing at: Victor ID.

Comm Exp. 6-28-09

STACY A. STEWART  
Notary Public  
State of Idaho

# RECEIVED 155346 WARRANTY DEED

## GIFT DEED

JUN 12 2003

For Value Received

TETON COUNTY  
CLERK RECORDER

JOSEPH ERWIN FURNISS AND LOLA M. FURNISS, HUSBAND AND WIFE

the grantor, do hereby grant, bargain, sell and convey unto DON E. FURNISS, MARGIE MAE HANSEN, JAMES E. FURNISS, NEIL J. FURNISS, MARILYN JUNE FURNISS, GARY DEAN FURNISS, NELDA KAY BURNSIDE

FOR LOVE AND AFFECTION

the grantee S, whose current address is

171 MAPLEWOOD, POCA TELLO, ID. 83204

the following described premises, in

TETON

County Idaho, to-wit:

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee S, THEIR heirs and assigns forever. And the said Grantor S do hereby covenant to and with the said Grantee S, that The Y ARE the owner S in fee simple of said premises; that they are free from all incumbrances

and that The Y will warrant and defend the same from all lawful claims whatsoever.

Dated:

*Joseph Erwin Furniss*  
JOSEPH ERWIN FURNISS

*Lola M. Furniss*  
LOLA M. FURNISS

STATE OF IDAHO, COUNTY OF

On this 31 day of August, 1991, before me, a notary public in and for the said State, personally appeared

JOSEPH ERWIN FURNISS AND LOLA M.

known to me to be the persons whose name S ARE subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public  
Residing at *Pocatello Idaho*, Idaho  
Comm. Expires 10-6-99

STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for record at the request of

at minutes past o'clock M.,  
this day of 19, in my office, and duly recorded in Book

Instrument # 155346

DRIGGS, TETON, IDAHO  
2003-06-12 11:18:48 No. of Pages: 2

Recorded for: NEIL FURNISS Recorder

NOLAN G. BOYLE Fee: 6.00

Ex-Officio Recorder Deputy *R. Burnside*

By index to: DEED, WARRANTY

Deputy.

Fees \$

Mail to:

155346

INSTRUMENT NO.

Attachment A:

Legal Description of Gifted Property  
By Erwin and Lola Furniss

Beginning at the NE corner of the NW  $\frac{1}{4}$  of Section 1, Township 4 North, Range 44 E.B.M., and running thence south 57 and  $\frac{2}{10}$  (57.2) rods, west 160 rods more or less; north 57.2 rods, east 160 rods more or less to the place of beginning, containing 57.2 acres more or less, less the road right of way.

Plus: Beginning at a point 57.2 rods South and 30.64 rods West from the NE corner of the NW section corner of Sec 1 T4N R44E, BM, TC, Idaho, and running thence South 55.7 rods; thence West 30.64 rods; thence North 55.7 rods; thence 30.64 rods to the point of beginning containing 10.9 acres more or less.

Less: Beginning at the NE corner of the NW4 of Sec 1 T4N R44E, BM, TC, 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 containing 10.9 acres more or less, less the road right of way.

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; Containing 24 acres more or less, less the road right of way.

155346

RECEIVED

120955

AUG 10 1995

## Warranty Deed

TETON Co. Id.  
Clerk Recorder

### For Value Received

Randy A. Burnside and Nelda K. Burnside, husband and wife

the grantors, do hereby grant, bargain, sell and convey unto

Joseph Ervin Furniss and Lola Mae Furniss, husband and wife  
577 West 100 South  
Driggs, ID 83422

the grantees, the following described premises, to wit:

BEGINNING AT A POINT 57.2 RODS SOUTH AND 30.64 RODS WEST FROM THE NE CORNER OF THE NW¼ OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 44 EAST, BOISE MERIDIAN; 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.

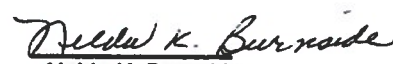
Subject to existing easements for roads, highways, ditches, canals, laterals, power and transmission lines, oil and gas leases and reservations and restrictions of record.

Subject to reservations in United States and State Patents; existing and recorded Right-of-ways, Easements, Zoning, Building and Subdivision Ordinances; Taxes and Assessments as prorated between the parties hereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees and to the Grantee's heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises; that said premises are free from all encumbrances, and that Grantors will warrant and defend the same from all claims whatsoever.

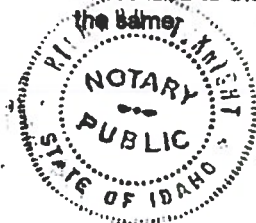
Dated:

  
Randy A. Burnside

  
Nelda K. Burnside

State of Idaho  
County of Teton

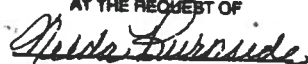
On this 10th day of August, in the year of 1995, before me, a Notary Public in and for said State, personally appeared Randy A. Burnside and Nelda K. Burnside, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



120955

FILED

AT THE REQUEST OF

  
Nelda K. Burnside

AT 3 MINUTES PAST 3 P. M.  
DATE August 10 1995

  
CLERK OF RECORDER

  
DEPUTY

  
Notary Public  
Residing at Driggs, ID  
Commission Expires 3 Mar 2000