

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
DEC 24 2014
Department of Water Resources
Eastern Region

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

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
22-34C <i>OK</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Neil Furniss
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.

8. Signature: *Julia H. Marchant* 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. \$850.-
 Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
 Name on W-9 _____ Approved by *JB* Processed by *JB* Date 2/3/2015

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 16:58:20 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 Bonneville

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.

[Signature]
Notary Public for Idaho

Residing at: [Signature]

Commission Expires: 3-26-2016

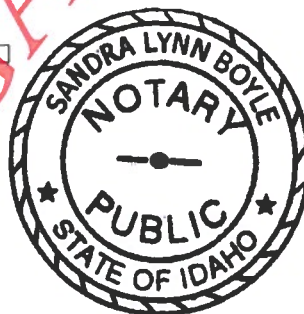


EXHIBIT A to General Warranty Deed**Description of the Property****TRACT 1 (BURNSIDE/FURNISS)****PARCEL 1**

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 36.55 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°25'08" West, 330.00 feet along the section line to a point; thence North 89°50'25" West, 330.00 feet to a point; thence North 00°25'08" East, 330.00 feet to a point on the North section line of said Section 18; thence South 89°50'25" East, 330.00 feet along the Section line to the true point of beginning.

NOT A LEGAL COPY

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 # 221248

TETON COUNTY, IDAHO

3-8-2012 09:49:00 No. of Pages: 4

Recorded for : SEAMONS, JUSTIN

MARY LOU HANSEN

Ex-Officio Recorder Deputy

Index to: DEED IN LIEU OF FORECLOSURE

Fee: 19.00

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 P.O. Box 2085 Eagle, ID 83616	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;

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. 192413, 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

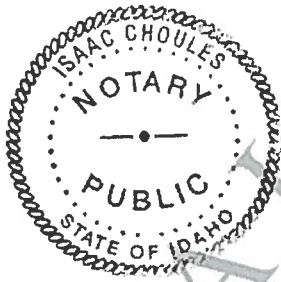
By: Travis G. Thompson, Manager
Travis G. Thompson, Manager

State of Idaho

County of Ada

} ss.

On the 10th 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.



Isaac Choules
Notary Public
Commission expires: May 18, 2015
Residing at: Meridian, ID

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

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EXHIBIT A

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.

NOT A LEGAL COPY

File Number: 51313

192412 OCT 15 '07 PM 4:45

Teton County Title

RECORDING REQUESTED BY:

Teton County Title

AND WHEN RECORDED MAIL TO:

Teton County Title

65 S. Main Street

Driggs, Id 83422

Instrument # 192412

TETON COUNTY, IDAHO

2007-10-15

04:45:00 No. of Pages: 1

Recorded for: TETON COUNTY TITLE

MARY LOU HANSEN

Ex-Officio Recorder Deputy

Index to DEED, WARRANTY

Fee: 3.00

WARRANTY DEED

FOR VALUE RECEIVED

Neil Jay Furniss and Shelley H. Furniss, Husband and Wife,

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:

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.

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 12th day of October, 2007.

Neil Jay Furniss

Neil Jay Furniss

STATE OF Idaho

)
) ss.

Shelley H. Furniss

Shelley H. Furniss

COUNTY OF Teton Bannock

On this 12th day of October, 2007, before me, the undersigned, a Notary Public, in and for said State, personally appeared Neil Jay Furniss and Shelley H. Furniss known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

Joan Michaelson

Notary Public

Residing at: Porterville

My commission expires: 8-20-2010

