

RECEIVED**OCT 16 2013**DEPT. OF WATER RESOURCES
SOUTHERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 78873**MINIMUM REQUIREMENTS CHECKLIST**
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule, Part 2A reports and additional Part 2B forms are available from any Department office or on the Department's website at <http://www.idwr.idaho.gov/>.

Check whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.

- Yes N/A** * Means the item is always required and must be included with the application.
- ☒ * Completed Application for Transfer of Water Right form, Part 1.
 - ☒ * Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part I. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
 - ☒ * Application for Transfer Part 2A. Attach a Part 2A report describing each water right in the transfer as currently recorded.
 - ☒ ☐ Complete and attach an Application for Transfer Part 2B for each water right for which only a portion is proposed to be changed through this transfer application
 - ☒ * Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
 - ☐ * Correct fee submitted with transfer application form. (Fee schedule is on website and instructions for application for transfer.)

Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-9.

- ☒ ☐ #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part I.)
- ☒ ☐ #2a Water Right ownership documentation if Dept. records do not show the transfer applicant as the current water right owner.
- ☒ ☐ #2b If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s).
- ☐ ☒ #3 Documentation of authority to make the change if the applicant is not the water right owner.
- ☐ ☒ #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part I.)
- ☐ ☒ #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at <http://www.idwr.idaho.gov/water/rights/>.
- ☐ ☒ #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part I.5.c.)
- ☒ * #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- ☒ ☐ #7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use.
- ☒ ☐ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.)
- ☐ ☐ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☐ ☐ #9 Other. Please describe: _____

RECEIVED

OCT 16 2013

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION

Transfer No. 78873

**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1**

Name of Applicant(s) Rodney and Shirley Jentzsch Phone 208-532-4119

Mailing address 20106 5th St. Rupert, ID 83350 Email _____

- ☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- ☐ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.
- ☐ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.
- ☐ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No Representative

Name of Representative Greg Sullivan of Brockway Engineering Phone 208-736-8543

Mailing address 2016 North Washington Street, Suite 4 Twin Falls Idaho 83301 Email greg.sullivan@brockwayeng.com

- ☐ Send all correspondence for this application to the representative and not to the applicant.
- OR
- ☒ Send original correspondence to the applicant and copies to the representative.
- ☐ The representative may submit information for the applicant but is not authorized to sign for the applicant.
- OR
- ☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Rodney Jentzsch
Signature of Applicant or Authorized Representative

Rodney Jentzsch
Print Name and Title if applicable

10-8-13
Date

Shirley Jentzsch
Signature of Applicant or Authorized Representative

Shirley Jentzsch
Print Name and Title if applicable

10-8-13
Date

A. PURPOSE OF TRANSFER

1. ☐ Change point of diversion ☒ Add diversion point(s) ☒ Change place of use
☒ Change nature of use ☒ Change period of use ☐ Other _____
2. Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.2**. Transfer will create a commercial portion of water rights and create permissible place of use for all irrigation water rights. All wells are drilled and will be tied together hydraulically.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

RECEIVED
NOV 06 2013
DEPT. OF WATER RESOURCES
SOUTHERN REGION

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☒ ☒	36-16550	0.13	Irrigation	3/15 to 11/15	Ground Water
☐ ☒	36-16551	0.31/132	Irrigation	3/15 to 11/15	Ground Water
☐ ☒	36-16551	0.06/7.2	Commercial	1/01 to 12/31	Ground Water
☐ ☒	36-16556	0.25/56.3	Irrigation	3/15 to 11/15	Ground Water
☐ ☒	36-16556	0.05/4.6	Commercial	1/01 to 12/31	Ground Water
☒ ☐	36-16827	0.1/40	Irrigation	3/15 to 11/15	Ground Water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.90 cfs and/or 231.6 ac-ft

2. Total amount of water proposed to be transferred or changed 0.90 cubic feet per second and/or 218.6 acre-feet per annum.

3. Point(s) of Diversion:

- ☐ No changes to point(s) of diversion are proposed-the following chart is therefore not completed. (Proceed to #4.)
☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA.
 Label it **Attachment #5**.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
			SW	NE	1	09S	24E	Minidoka	Ground Water	
			NE	SE	1	09S	24E	Minidoka	Ground Water	
			NE	SE	1	09S	24E	Minidoka	Ground Water	
			SE	SE	1	09S	24E	Minidoka	Ground Water	

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- ☐ No changes to place of use are proposed-the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
09S	24E	1			0.7	19.9									18.9	3.7		8.5	51.7
09S	24E	1			C	C									C	C		C	

Total Acres (for irrigation use) 51.7

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

I.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☐ ☒	36-16550	0.04/10.0	Irrigation	3/15 to 11/15	Ground Water
☐ ☒	36-16550	0.09/11.8	Commercial	1/01 to 12/31	Ground Water
☒ ☐	36-16551	0.37/96	Irrigation	3/15 to 11/15	Ground Water
☒ ☐	36-16556	0.3/60.8	Irrigation	3/15 to 11/15	Ground Water
☒ ☐	36-16827	0.1/40	Irrigation	3/15 to 11/15	Ground Water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.90 cfs and/or 231.6 ac ft

2. Total amount of water proposed to be transferred or changed 0.90 cubic feet per second and or 219.6 acre-feet per annum.

3. Point(s) of Diversion:

- ☐ No changes to point(s) of diversion are proposed-the following chart is therefore not completed. (Proceed to #4.)
☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA. Label it Attachment #5.

New ?	Lot	1/4	1/4	1/4	Sec	Twp	Rge	County	Source	Local name or tag #
			SW	NE	1	09S	24E	Minidoka	Ground Water	
			NE	SE	1	09S	24E	Minidoka	Ground Water	
			NE	SE	1	09S	24E	Minidoka	Ground Water	
			SE	SE	1	09S	24E	Minidoka	Ground Water	

4. Place of use: (If irrigation, identify with number of acres irrigated per 1/4 1/4 tract.)

- ☐ No changes to place of use are proposed-the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
09S	24E	1			0.7	19.9									18.9	3.7		8.5	51.7
09S	24E	1			C	C									C	C		C	

Total Acres (for irrigation use)

51.7

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

5. General Information:

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future: Existing wells and mainlines. The four existing wells will be hydraulically linked together. The smaller well will provide commercial water and act as back up for irrigation demand.

- b. Who owns the property at the point(s) of diversion? _____
If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system: _____

- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
If yes, ☐ Attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien: N/A

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.

- d. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer: _____
Land will be used for commercial use to operate a tree farm facility.

- e. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use: None

- f. To your knowledge, has/is any portion of the water right(s) proposed to be changed:

Yes No

- | | | |
|--------------------------|-------------------------------------|---|
| ☐ | ☒ | undergone a period of five or more consecutive years of non-use, |
| ☐ | ☒ | currently leased to the Water Supply Bank, |
| ☐ | ☒ | currently used in a mitigation plan limiting the use of water under the right, or |
| ☐ | ☒ | currently enrolled in a Federal set-aside program limiting the use of water under the rights? |

If yes, describe: _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 2

RECEIVED
NOV 06 2013
DEPT. OF WATER RESOURCES
SOUTHERN REGION

A. DESCRIPTION OF RIGHT(S) AS RECORDED

For each water right listed in Part 1B.1 of the application, attach a **Part 2A** report obtained from any Department office or from the Department's website @ <http://www.idwr.idaho.gov/> , Water Right Transfers, Step 1.

Insert Part 2A reports into the application following Part 1.

B. IF ONLY A PORTION OF THE RIGHT IS PROPOSED TO BE CHANGED, DESCRIBE THE PORTION BEING CHANGED AS IT APPEARS BEFORE THE REQUESTED CHANGES

- ☐ Complete and attach one copy of Part 2B for each right for which only a portion is proposed to be changed. If the entire right is proposed to be changed, Part 2B is not applicable. Additional copies of the **Part 2B** form can be obtained from any Department office or from the Department's website @ <http://www.idwr.idaho.gov/>, Water Right Transfers, Step 3, or Water Right Forms, Changes in Use. Insert completed Part 2B forms into the application following Part 2A of the same water right.

Right Number: 36-16551

- [illegible]

2. Lands irrigated or place of use: (If irrigation, identify with number of acres irrigated per 1/4 1/4 tract.)

[illegible]

Total Acres (for irrigation use)	6.2
----------------------------------	-----

Total Acres (for irrigation use)	6.2
----------------------------------	-----

Total Acres (for irrigation use)	6.2
----------------------------------	-----

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 36-16550

Current Owner: SHIRLEY S JENTZSCH
RODNEY A JENTZSCH

Priority Date: 6/7/1951

Origin: Water Right

Status: Active

Basis: Decreed

Source

GROUND WATER

Tributary

Beneficial Use

IRRIGATION*

From To

03/15 to 11/15

Total Diversion

Diversion Rate

0.13 CFS

0.13 CFS

Annual Volume

34.8 AF

34.8 AF

Location of Point(s) of Diversion

GROUND WATER

MINIDOKA County

NE1/4NE1/4SE1/4

Sec. 1, Twp 09S, Rge 24E B.M.

Place of Use

IRRIGATION Within MINIDOKA County

T09S R24E S1

NESE

10.10

Conditions of Approval:

1. R02 A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
2. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
3. X27 This right is limited to the irrigation of 8.7 acres within the place of use described above in a single irrigation season.
4. R05 Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 130.
5. 131 Prior to the diversion and use of water under Transfer approval 73722, the right holder shall install and maintain acceptable measuring device(s), including data logger(s), at the authorized point(s) of diversion and in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
6. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
7. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
8. F06 The following rights are diverted through the point of diversion described above: 36-16550, 36-16551, and 36-16556
9. R64 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.

Decreed Date: 12/3/2001

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 36-16551

Current Owner: SHIRLEY S JENTZSCH
RODNEY A JENTZSCH

Priority Date: 6/7/1951

Origin: Water Right

Status: Active

Basis: Decreed

Source

Tributary

GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	03/15 to 11/15	0.37 CFS	96 AF
	<u>Total Diversion</u>	0.37 CFS	96 AF

Location of Point(s) of Diversion

GROUND WATER NE1/4NE1/4SE1/4 Sec. 1, Twp 09S, Rge 24E B.M.
MINIDOKA County

Place of Use

IRRIGATION Within MINIDOKA County

T09S R24E S1	SWNE	2.40	T09S R24E S1	SENE	30.90
T09S R24E S1	NESE	5.80	T09S R24E S1	NWSE	1.20

Total Acres: 40.3

Conditions of Approval:

1. R02 A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
2. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
3. R05 Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 130.
4. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
5. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
6. X35 Rights 36-16551 and 36-16556 when combined shall not exceed a total diversion rate of 0.67 cfs, a total annual maximum diversion volume of 156.8 af at the field headgate, and the irrigation of 39.2 acres.
7. X27 This right is limited to the irrigation of 24.0 acres within the place of use described above in a single irrigation season.
8. F06 The following rights are diverted through the point of diversion described above: 36-16550, 36-16551, and 36-16556
9. 131 Prior to the diversion and use of water under Transfer approval 73724, the right holder shall install and maintain acceptable measuring device(s), including data logger(s), at the authorized point(s) of diversion and in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
10. R64 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.

Decreed Date: 12/3/2001

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 36-16556

Current Owner: SHIRLEY S JENTZSCH
RODNEY A JENTZSCH

Priority Date: 3/15/1962

Origin: Water Right

Status: Active

Basis: Decreed

Source

GROUND WATER

Tributary

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	03/15 to 11/15	0.3 CFS	60.8 AF
	<u>Total Diversion</u>	0.3 CFS	60.8 AF

Location of Point(s) of Diversion

GROUND WATER	NE1/4NE1/4SE1/4	Sec. 1, Twp 09S, Rge 24E B.M.
MINIDOKA County		

Place of Use

IRRIGATION Within MINIDOKA County

T09S R24E S1	SWNE	2.40	T09S R24E S1	SENE	30.90
T09S R24E S1	NESE	5.80	T09S R24E S1	NWSE	1.20

Total Acres: 40.3

Conditions of Approval:

1. R64 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
2. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
3. 131 Prior to the diversion and use of water under Transfer approval 73726, the right holder shall install and maintain acceptable measuring device(s), including data logger(s), at the authorized point(s) of diversion and in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
4. X35 Rights 36-16551 and 36-16556 when combined shall not exceed a total diversion rate of 0.67 cfs, a total annual maximum diversion volume of 156.8 af at the field headgate, and the irrigation of 39.2 acres.
5. X27 This right is limited to the irrigation of 15.2 acres within the place of use described above in a single irrigation season.
6. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
7. F06 The following rights are diverted through the point of diversion described above: 36-16550, 36-16551, and 36-16556
8. R05 Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 130.
9. R02 A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
10. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

Decreed Date: 8/29/2002

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 36-16827

Current Owner: JENTZSCH KEARL FARMS

Priority Date: 9/13/1984

Origin: Water Right

Status: Active

Basis: Decreed

Source

Tributary

GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	03/15 to 11/15	0.1 CFS	40 AF
	<u>Total Diversion</u>	0.1 CFS	40 AF

Location of Point(s) of Diversion

GROUND WATER

NE1/4SE1/4SE1/4

Sec. 1, Twp 09S, Rge 24E B.M.

MINIDOKA County

Place of Use

IRRIGATION Within MINIDOKA County

T09S R24E S1	NESE	4.70	T09S R24E S1	SESE	10.60
Total Acres: 15.3					

Conditions of Approval:

1. R05 Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 130.
2. 214 Prior to the diversion and use of water under Transfer approval 75533, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
3. 213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
4. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
5. X27 This right is limited to the irrigation of 10 acres within the place of use described above in a single irrigation season.
6. 206 Right 36-16827 is limited to the irrigation of a specific 10.0 acres within the 15.3 acre place of use authorized by this right in a single irrigation season. The specific 10.0 acres to be irrigated by the right holder shall be identified prior to use by submittal of a land list and a representative electronic shape file or by submittal of a land list and a map sufficiently detailed to allow creation of an electronic shape file to be associated with this right in the geographic information system component of the water rights database maintained by the department. Before changing the 10.0 acres to be irrigated within the 15.3 acre place of use, the right holder shall submit a new land list and representative electronic shape file or map to the Department prior to the irrigation season in which the change will occur.
7. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
8. R64 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
9. R02 A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
10. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

Decreed Date: 12/12/2001

Transfer contains 14 pages and _____ attachments.

Received by _____ Date 10.16.2013 Prelim. Check by B Walker Date 10/17/13

Fee Paid 8525.00 Date 10/16/13 Received by B Walker Receipt # 5033585

Add'l Fee Paid _____ Date _____ Received by _____ Receipt # _____

QUITCLAIM DEED

For value received, Jentzsch Kearn Farms, as grantor hereby quitclaims unto Shirley and Rodney Jentzsch the grantee whose current address is 20106 5th St. Rupert, Idaho 83350, all of the grantor's right, title, and interest in and to the following described water rights situated in Minidoka County, Idaho, on record with the Idaho Department of Water

Water right 36-16827, priority date 9/13/1984, for 0.1 cfs, 40 AF and irrigation of 10.0 acres.

Grantor has caused this quitclaim deed to be executed this 30TH day of September, 2013.

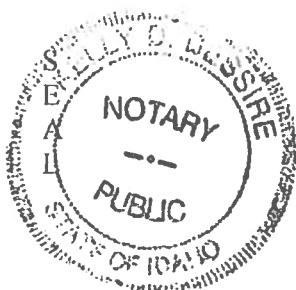
By: Rodney Jentzsch
Jentzsch Kearn Farms

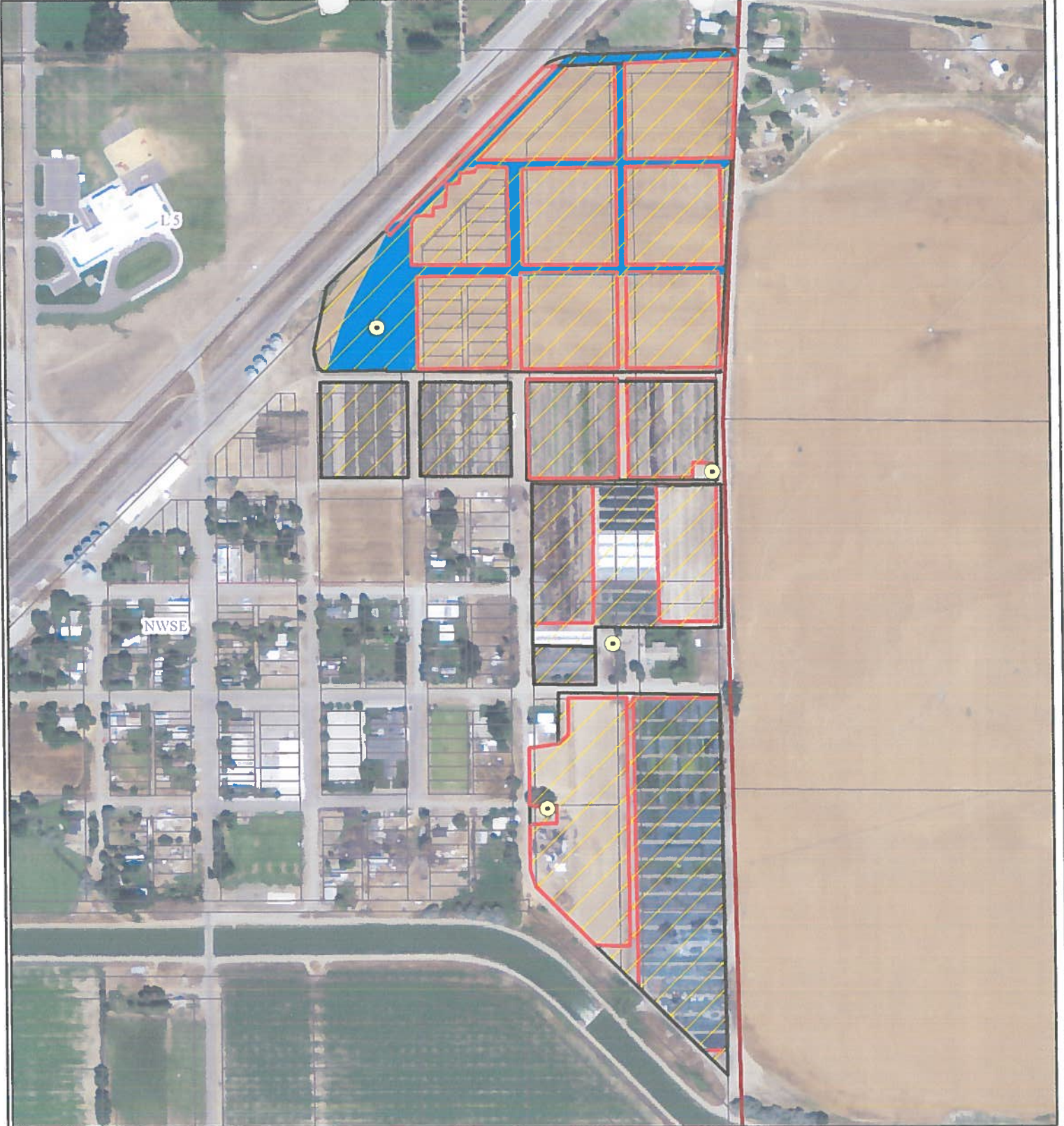
State of Idaho)
County of Minidoka) S.S.

On this 30 day of September, in the year of 2013, before me, a Notary Public, personally appeared Rodney Jentzsch, proved to me on The basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same.

Kelly B. Bessie
Notary Public
In and for said State and County

11-07-14
My Commission Expires on





0 160 320 640 Feet

JENTZSCH KEARL- ACEQUIA TREE FARM DRY UP AREA FOR TRANSFER 2013 NAIP 2011 AERIAL

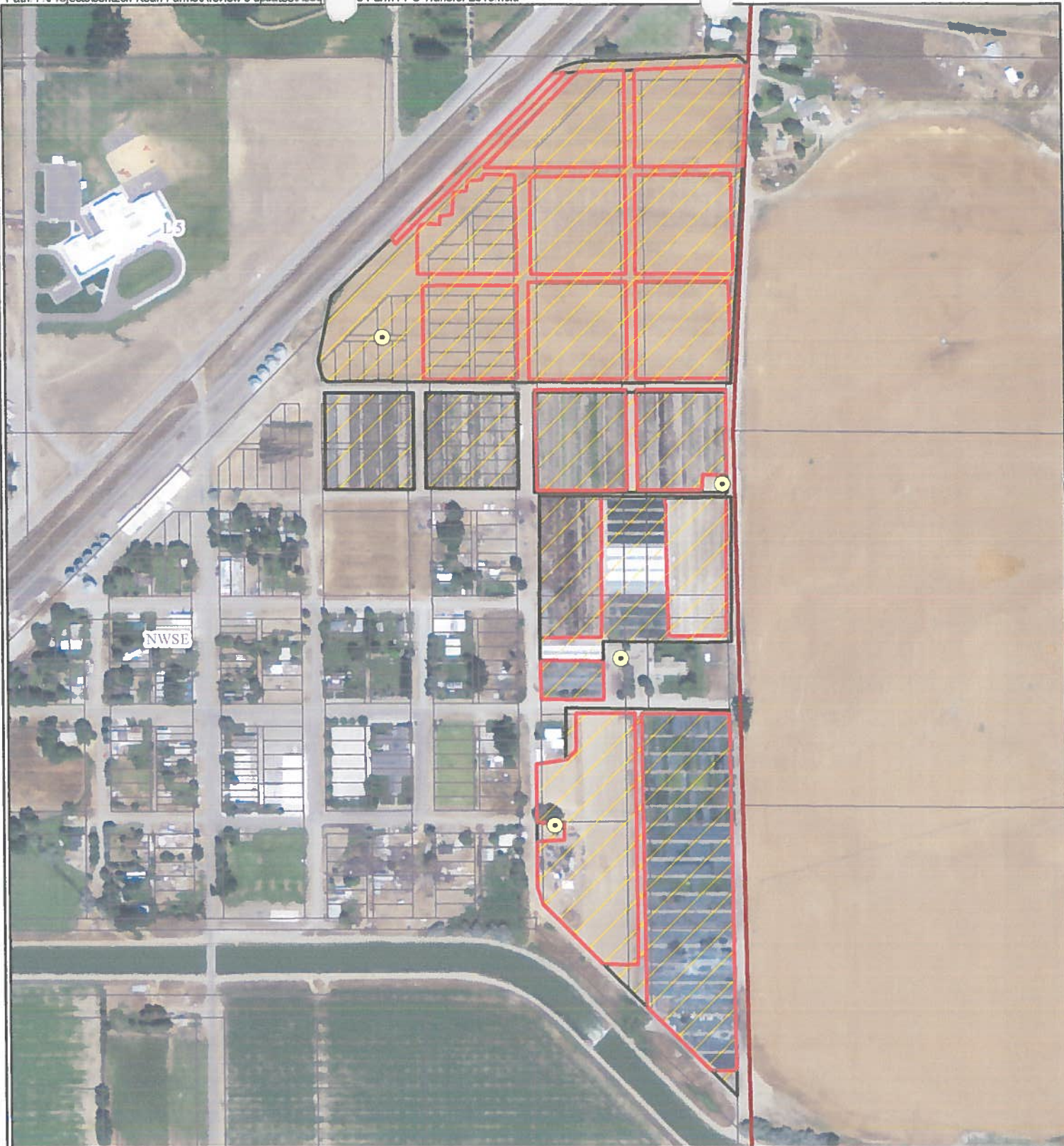
BROCKWAY ENGINEERING, PLLC.
ALR - OCT. 8, 2013

Legend

- Acequia_Tree_Farm_POD's
- twnshp
- Sections
- Irrigation=51.7 Ac
- lades
- Commercial
- Acequia Dry-Up 6.2 ac.



TRANSFER 78873



0 250 500 1,000 Feet

**JENTZSCH KEARL- ACEQUIA TREE FARM
TRANSFER PPU 2013 & COMMERCIAL USE
NAIP 2011 AERIAL**

BROCKWAY ENGINEERING, PLLC.
ALR - OCT. 7, 2013

Legend

- Acequia_Tree_Farm_POD's
- Proposed PPU Acequia Tree Farm
- Irrigation=51.7 Ac
- Commercial
- twmshp
- Sections
- ladesec



TRANSFER 78873

Idaho
Minidoka
Report ID: FSA-156EZ

U.S. Department of Agriculture
Farm Service Agency
Abbreviated 156 Farm Record

FARM: 4890
Prepared: 11/5/13 12:58 PM
Crop Year: 2012
Page: 14 of 36

Tract Number: 1563 Description: J10/1-9-24

BIA Range Unit Number:

HEL Status: HEL: conservation system is being actively applied

Wetland Status: Wetland determinations not complete

WL Violations: None

FAV/WR
History
Y

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP
42.9	40.9	40.9	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP	NAP	
0.0	0.0	40.9	0.0	0.0	0.0	

Owners: RODNEY JENTZSCH

SHIRLEY JENTZSCH

Other Producers: None

Tract Number: 1564 Description: J10/1-9-24

BIA Range Unit Number:

HEL Status: HEL: conservation system is being actively applied

Wetland Status: Wetland determinations not complete

WL Violations: None

FAV/WR
History
Y

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP
11.5	7.0	7.0	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP	NAP	
0.0	0.0	7.0	0.0	0.0	0.0	

Crop	Base Acreage	Direct Yield	CC Yield	CCC-505 CRP Reduction	CRP Reduction	CRP Pending	CRP Yield
WHEAT	4.3	76	76	0.0	0.0	0.0	0
BARLEY	0.2	72	72	0.0	0.0	0.0	0
Total Base Acres:	4.5						

Owners: RODNEY JENTZSCH

SHIRLEY JENTZSCH

Other Producers: None

RECEIVED
NOV 05 2013
DEPT. OF WATER RESOURCES
SOUTHERN REGION

FSA - 578 (02-01-91)

REPORT OF COMMODITIES FARM AND TRACT DETAIL LISTING

DATE: 11-5-2013
PAGE: 16

Farm Number: 4890

Tract Number	CLU/Field	Crop/Commodity	Variety/Type	Irr Prc	Int Use	Actual Use	Land Use	C/C Status	Reporting Unit	Reported Quantity	Determined Quantity	Crop Land	Field ID	Official/Measured	Planting Date	Planting Period	End Date	
SHEET		Irr Prc	Int Use	Non-Irrig	Irrigated	Cr/Co	FALLOW	Var/Type	Irr Prc	Int Use	Non-Irrig	Irrigated	Cr/Co	Var/Type	Irr Prc	Int Use	Non-Irrig	Irrigated
Photo Number/Legal Description: J9 /25-8-24																		
Cropland: 219.50 Reported on Cropland: 219.50 Difference: 0.00 Reported on Non-Cropland: 0																		

Photo Number/Legal Description: J9 /25-8-24

Cropland: 219.50			Reported on Cropland: 219.50			Difference: 0.00			Reported on Non-Cropland: 0		
1536	1	ALFAL	I	FG	I	A	12.70	Yes	RO	9-15-2010	01
		Producer	NATHAN MCBRIDE			Share	100.00	RMA Unit		NAP Unit	1741
	2	ALFAL	I	FG	I	A	0.80	Yes	RO	9-15-2010	01
		Producer	NATHAN MCBRIDE			Share	100.00	RMA Unit		NAP Unit	1741
	3	ALFAL	I	FG	I	A	38.50	Yes	RO	9-15-2010	01
		Producer	NATHAN MCBRIDE			Share	100.00	RMA Unit		NAP Unit	1741
	4	ALFAL	I	FG	I	A	62.70	Yes	RO	9-15-2010	01
		Producer	NATHAN MCBRIDE			Share	100.00	RMA Unit		NAP Unit	1741
	5	ALFAL	I	FG	I	A	0.80	Yes	RO	9-15-2010	01
		Producer	NATHAN MCBRIDE			Share	100.00	RMA Unit		NAP Unit	1741
	6	ALFAL	I	FG	I	A	7.80	Yes	RO	9-15-2010	01
		Producer	NATHAN MCBRIDE			Share	100.00	RMA Unit		NAP Unit	1741

Photo Number/Legal Description: K9/31-8-25

	Cropland: 123.30	Reported on Cropland: 123.30			Difference: 0.00	Reported on Non-Cropland: 0		
		RUS	I	FH	F	A	Yes	RO
1563	1	PTATO						
		Producer JENTZSCH-KEARL FARMS				Share 100.00	RMA Unit	NAP Unit 610
	2	NRSRY	CON			A	Yes	RO
		Producer JENTZSCH-KEARL FARMS				Share 100.00	RMA Unit	NAP Unit 610
	3	NRSRY	CON			A	Yes	RO
		Producer JENTZSCH-KEARL FARMS				Share 100.00	RMA Unit	NAP Unit 610

Photo Number/Legal Description: J10/1-9-24

	Reported on Cropland: 40.90	Difference: 0.00	Reported on Non-Cropland: 0
Cropland: 40.90			

RECEIVED

NOV 05 2013

DEPT. OF WATER RESOURCES
SOUTHERN REGION



United States Department of Agriculture
Farm Service Agency

Grid:

Minidoka County

1:2,672



FARM 4890
TRACT 1563
2013

Disclaimer: Welland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact welland boundaries and determinations, or contact NRCS.
Disclaimer

12/26/2012

TRANSFER 78873

486458

MAILING ADDRESS OF GRANTEEES:
Rodney and Shirley Jentzsch
20106 5th St.
Rupert, ID 83350

Instrument # 486458

MINIDOKA COUNTY, RUPERT, IDAHO
2006-08-30 01:26:45 No. of Pages: 3
Recorded for : TINA KEARL
DUANE SMITH Fee: 9.00
Ex-Officio Recorder Deputy *See*

QUITCLAIM DEED

For value received, DARREL J. BAKER, Trustee of THE BAKER FAMILY LIMITED TRUST, hereinafter called the grantor, does hereby convey, release, remise, and forever Quitclaim unto RODNEY AND SHIRLEY JENTZSCH, husband and wife, hereinafter called the grantees; the following described premises, in MINIDOKA County, Idaho, to-wit and together with their appurtenances:

See attached exhibits "A and B", which exhibits are incorporated herein by reference.

THE SUCCESSOR ENTITY HAS FULL RIGHTS TO SELL OR ENCUMBER THE PROPERTY HEREIN SET FORTH.

Dated this 27th day of July, 2006.

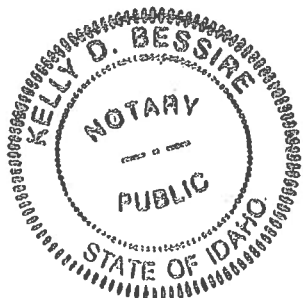
BAKER FAMILY TRUST
BY: DARREL J. BAKER

Darrell J. Baker

STATE OF IDAHO)

COUNTY OF MINIDOKA)

On this 27th day of July, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared, DARREL J. BAKER Trustee of the BAKER FAMILY LIMITED TRUST, 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.



Kelly D. Bessire
Notary Public
Residing at: Rupert, ID 83350
My commission expires: 11-07-08

EXHIBIT "A"

ALL BLKS 1,2,3,4,5,6,7,8,& 9
LOTS 7-9 BLK 10
ALL BLKS 11,12,13,14
LOTS 1-4, 11 & 12 BLK 17
ACEQUIA 1-9-24

EXHIBIT "B"

LOTS 1, 2 BLK 19 ACEQUIA

6/05/13

PA0410 - PARCEL MASTER INQUIRY

10:31:10

PARCEL: RP A5100001000C

F9=MS F10=LW

F17=DD

JENTZSCH, RODNEY
& JENTZSCH, SHIRLEY

LEGAL DESCRIPTION

BLKS 1-9, LOTS 7-9 BLK 10, BLKS
11-16, LOTS 1-4, 11&12 BLK 17
LOTS 1-4, 11&12 BLK 17, LOTS +

ProVal Area Number 1

CODE AREA 5-0000 OWNER CD

PARC TYPE LOC CODE 5100

EFFDATE 2092009 EXPDATE

PREV PARCEL

20106 5TH ST

RUPERT ID 83350

20605 E ST ACEQUIA

83350

CAT	RY	QUANTITY	UN	VALUE	HO MRKT	HO EXMP	CB MRKT	OTHER
1	2013	34561	AC					
20	2013	321	AC					
41	2013							

TOTALS

34882

ENTER NEXT PARCEL NUMBER RP A

FKeys:

F3=Exit

F6=Nm

F7=LG

F8=CT

F13=TM

F18=HS

F20=SrcH

Designates
a small
house on this
property

Instrument # 521760

MINIDOKA COUNTY, RUPERT, IDAHO

3-25-2013 04:28:49 No. of Pages: 3

Recorded for : CITY OF ACEQUIA

PATTY TEMPLE Fee: 0.00

Ex-Officio Recorder Deputy

RELEASE AND TERM OF EASEMENT

THE CITY OF ACEQUIA HEREBY VACATES ALL OF THE ALLEY / UTILITY EASEMENT RECORDED AS INSTRUMENT #116567, IN BLOCK 9 OF THE ACEQUIA TOWNSITE IN SECTION 1 OF TOWNSHIP 9 S., RANGE 24 E., BOISE MERIDIAN, MINIDOKA COUNTY, STATE OF IDAHO, LYING BETWEEN THE EASTERLY RIGHT OF WAY OF BINGHAM STREET AND THE WEST RIGHT OF WAY OF "D" STREET.

More particularly described in Legal Description of exhibit A – Attached.

City of Acequia

By Larry Wall
Larry Wall

Mayor, City of Acequia

Attest:

Anna McEwen

Anna McEwen, City Clerk

STATE OF IDAHO)

) ss.

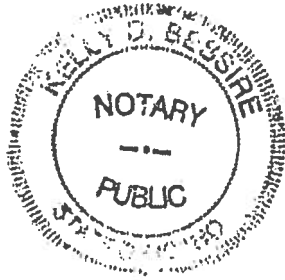
County of Minidoka)

On this 25 day of March, 20 13, before me the undersigned Notary Public in and for said State personally appeared _____

Larry Wall and Anna McEwen known or identified to me to be the person(s) whose name(s) is/are subscribed to the foregoing document and acknowledged to me that he/she/they executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year above-written.

(SEAL)



Kelly D. Bessie

Notary Public

Residing at: Rupert, Idaho

Comm. Expires: 11-07-14

March 20, 2013
JOB # 10190-13C1
JENTZSCH-KEARL SURVEY



PARCEL 1

L E G A L D E S C R I P T I O N

ALL OF THE ALLEY IN BLOCK 9 OF THE ACEQUIA TOWNSITE IN SECTION 1
OF TOWNSHIP 9 S., RANGE 24 E., B.M. MINIDOKA COUNTY, STATE OF
IDAHO, LYING BETWEEN THE EASTERLY RIGHT OF WAY OF BINGHAM STREET
AND THE WEST RIGHT OF WAY OF "D" STREET.

PREPARED BY:
Desert West Land Surveys
1751 Overland Ave.
Burley, Idaho 83318

EXHIBIT A

486458

MAILING ADDRESS OF GRANTEEES:
Rodney and Shirley Jentzsch
20106 5th St.
Rupert, ID 83350

Instrument # 486458

MINIDOKA COUNTY, RUPERT, IDAHO
2006-08-30 01:26:45 No. of Pages: 3
Recorded for: TINA KEARL
DUANE SMITH Fee: 9.00
Ex-Officio Recorder Deputy *Wes*

QUITCLAIM DEED

For value received, DARREL J. BAKER, Trustee of THE BAKER FAMILY LIMITED TRUST, hereinafter called the grantor, does hereby convey, release, remise, and forever Quitclaim unto RODNEY AND SHIRLEY JENTZSCH, husband and wife, hereinafter called the grantees; the following described premises, in MINIDOKA County, Idaho, to-wit and together with their appurtenances:

See attached exhibits "A and B", which exhibits are incorporated herein by reference.

THE SUCCESSOR ENTITY HAS FULL RIGHTS TO SELL OR ENCUMBER THE PROPERTY HEREIN SET FORTH.

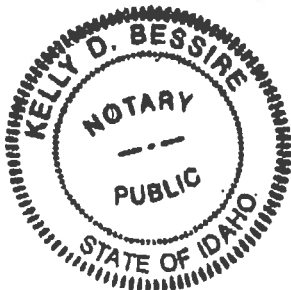
Dated this 27th day of July, 2006.

BAKER FAMILY TRUST
BY: DARREL J. BAKER

Darrell J. Baker

STATE OF IDAHO)
COUNTY OF MINIDOKA)

On this 27th day of July, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared, DARREL J. BAKER Trustee of the BAKER FAMILY LIMITED TRUST, 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.



Kelly D. Bessire
Notary Public
Residing at: Rupert, ID 83350
My commission expires: 11-07-08

EXHIBIT "A"

ALL BLKS 1,2,3,4,5,6,7,8,& 9
LOTS 7-9 BLK 10
ALL BLKS 11,12,13,14
LOTS 1-4, 11 & 12 BLK 17
ACEQUIA 1-9-24

EXHIBIT "B"

LOTS 1,2 BLK 19 ACEQUIA

447962

MAILING ADDRESS OF GRANTEE:
Mr. and Mrs. D. J. Baker
655 North 900 East
Rupert, Idaho 83350

Instrument # 447962

RUPERT MINIDOKA, IDAHO

2000-05-19

04:16:43 No. of Pages: 2

Recorded for: DARRELL BAKER

DUANE SMITH

Fee: 6.00

Ex-Officio Recorder Deputy

Lil

QUITCLAIM DEED

For Value Received DARRELL J. BAKER, does hereby convey, release, remise and forever quit claim unto D. J. BAKER and CLARALYNNE S. BAKER, Trustees of THE BAKER FAMILY TRUST, dated the 29 day of December, 201999, whose current address is 655 North 900 East, Rupert, Idaho 83350, the following described premises in Minidoka County, State of Idaho, to-wit and together with their appurtenances:

All of Blocks 1, 2, 3, 4, 5, 6, 7, 8, 11, 12, 13 and 14; Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 in Block 9; Lots 7, 8 and 9 in Block 10; Lots 1, 2, 3, 4, 11 and 12 in Block 17; and Lots 1 and 2 in Block 19, all in the Original Townsite of Acequia, Minidoka County, Idaho, according to the official plat thereof, now on file in the office of the County Recorder, Minidoka County, Idaho.

THE SUCCESSOR TRUSTEES HAVE FULL RIGHTS TO SELL OR ENCUMBER THE PROPERTY HEREIN SET FORTH.

Darrell J. Baker hereby expressly waives all interests in the property subject to this conveyance and specifically understands that by this conveyance he is waiving his one-half community property interest in said property. Darrell J. Baker further waives all other claims he may otherwise have to his one-half of the community property disposed of herein.

Dated this 19 day of May, 2000.

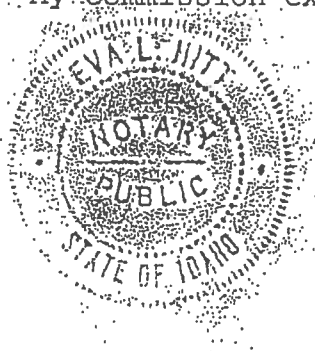
Darrell J. Baker
DARRELL J. BAKER

STATE OF Idaho)
COUNTY OF Cassia) ss.

On this 19th day of May, in the year of 2000,
before me the undersigned, a Notary Public for said State,
personally appeared Darrell J. Baker, 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.

Eva L. Hitt
Notary Public in and for the State
of Idaho, residing at
Burley, therein.

My commission expires: 10-01-00



6/05/13

PA0410 - PARCEL MASTER INQUIRY

10:32:07

PARCEL: RP A5100028000D A

F9=MS

F17=DD

JENTZSCH, RODNEY
& JENTZSCH, SHIRLEY

LEGAL DESCRIPTION
BLKS 28 & 29 LESS TAX 2836,
2837 & LESS THE N 40FT,
BLKS 43-45 +

20106 5TH ST

ProVal Area Number 1

CODE AREA 5-0000 OWNER CD

PARC TYPE LOC CODE

RUPERT ID 83350

EFFDATE 2092009 EXPDATE

PREV PARCEL

CAT	RY	QUANTITY	UN	VALUE	HO MRKT	HO EXMP	CB MRKT	OTHER
1	2013	12859	AC					

TOTALS

12859

ENTER NEXT PARCEL NUMBER RP A

FKeys:

F3=Exit

F6=Nm

F7=LG

F8=CT

F13=TM

F18=HS

F20=SrcH

all bare ground

WARRANTY DEED

#42470

486983

For Value Received

MILBERT MOSER and DARLENE MOSER, husband and wife

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

RODNEY JENTZSCH and SHIRLEY JENTZSCH, husband and wife
Address: 20106 5th Street Acequa, Rupert, Id 83350

Hereinafter called the Grantee, the following described premises situated in Minidoka County, Idaho, to-wit:

SEE ATTACHED EXHIBIT "A"

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto.

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Taxes for 2006 and subsequent years, a lien, but not yet due or payable.

Any assessments levied, or to be levied, by the City of Acequa.

Assessments of the Minidoka Irrigation District and the rights and powers of said District as by law provided.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: September 29th, 2006

Milbert Moser
MILBERT MOSER

Darlene Moser
DARLENE MOSER

Instrument # 486983

MINIDOKA COUNTY, RUPERT, IDAHO
2006-09-29 04:13:22 No. of Pages: 3
Recorded for : BURLEY LAND TITLE
DUANE SMITH Fee: 9.00
Ex-Officio Recorder Deputy WJ

STATE OF IDAHO)

) ss.

COUNTY OF CASSIA)

On this 29th day of September, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **MILBERT MOSER** and **DARLENE MOSER**, 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.

Terri McBride
Notary Public
State of Idaho

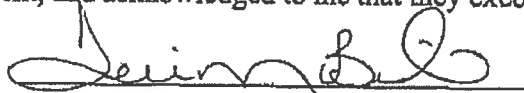

Notary Public
Residing at: Lupert
My Commission expires: 2-5-08

Exhibit "A"

Blocks 28 and 29 of the Original Townsite of Acequia, Minidoka County, Idaho, according to the official plat thereof, now on file in the office of the County Recorder, Minidoka County, Idaho.

EXCEPTING THEREFROM the following described tracts:

Tract No. 1:

The North 40 feet as deeded to the State of Idaho for road purposes.

Tract No. 2:

Beginning at the Southwest corner of Block 29 of the Acequia Townsite, said corner marked by a 5/8 inch rebar; Thence North 00°09'41" East along the West line of Block 29 for a distance of 196.89 feet to a ½ inch rebar which shall be the Point of Beginning;

Thence North 00°09'41" East along the West line of Block 29 for a distance of 143.16 feet to a ½ inch rebar;

Thence South 89°49'00" East parallel with the North line of Block 29 for a distance of 95.00 feet to a ½ inch rebar;

Thence South 00°09'41" West for a distance of 30.79 feet to a ½ inch rebar;

Thence North 84°21'57" West for a distance of 9.11 feet to a ½ inch rebar;

Thence South 00°26'30" West for a distance of 92.23 feet to a ½ inch rebar;

Thence South 88°39'13" West for a distance of 70.35 feet to a ½ inch rebar;

Thence South 31°58'15" West for a distance of 22.83 feet to a ½ inch rebar;

Thence North 84°42'20" West for a distance of 3.14 feet to the Point of Beginning.

Tract No. 3:

Beginning at the Southwest corner of Block 29 of the Acequia Townsite, said corner marked by a 5/8 inch rebar; Thence North 00°09'41" East along the West line of Block 29 for a distance of 91.57 feet to the Point of Beginning.

Thence North 00°09'41" East along the West line of Block 29 for a distance of 105.32 feet to a ½ inch rebar;

Thence South 84°42'20" East for a distance of 3.14 feet to a ½ inch rebar;

Thence North 31°58'15" East for a distance of 22.83 feet to a ½ inch rebar;

Thence South 00°09'41" West for a distance of 124.45 feet;

Thence North 89°49'00" West for a distance of 15.17 feet to the Point of Beginning;

WARRANTY DEED

#42382 *mc*

486717

For Value Received

VIRGINIA SALINAS, a single woman, **DIANNE VICTORIA**, a married woman contracting with her sole and separate property, **LUPE PALLARES**, a married woman contracting with her sole and separate property

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

RODNEY JENTZSCH and SHIRLEY JENTZSCH, husband and wife

Mailing Address: 20106 5th St. Acequia, Rupert, ID 83350

Hereinafter called the Grantee, the following described premises situated in Minidoka County, Idaho, to-wit:

All of Block 45 of the Original Townsite of Acequia, Minidoka County, Idaho, according to the official plat thereof, now on file in the office of the County Recorder, Minidoka County, Idaho.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto.

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

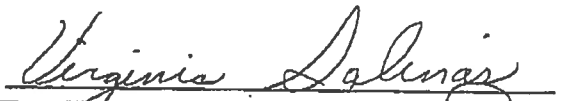
Taxes for 2006 and subsequent years.

Assessments of the Minidoka Irrigation District and the rights and powers of said District as by law provided.

Any assessments levied, or to be levied, by the City of Acequia.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: September 11, 2006



VIRGINIA SALINAS


DIANNE VICTORIA



LUPE PALLARES

Instrument # 486717

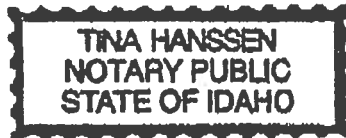
MINIDOKA COUNTY, RUPERT, IDAHO
2008-09-13 04:11:33 No. of Pages: 2
Recorded for : BURLEY LAND TITLE
DUANE SMITH Fee: 6.00
Ex-Officio Recorder Deputy 

STATE OF IDAHO)

COUNTY OF CASSIA)

) ss.

On this 12th day of September, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **VIRGINIA SALINAS**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



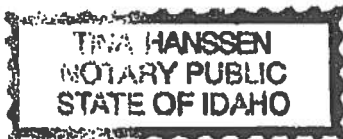
Tina Hanssen
Notary Public
Residing at: Rupert, ID
My Commission expires: 05/07/09

STATE OF IDAHO)

COUNTY OF CASSIA)

) ss.

On this 12th day of September, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **DIANNE VICTORIA**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



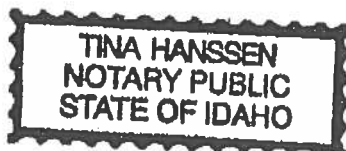
Tina Hanssen
Notary Public
Residing at: Rupert, ID
My Commission expires: 05/07/09

STATE OF IDAHO)

COUNTY OF CASSIA)

) ss.

On this 12th day of September, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **LUPE PALLARES**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



Tina Hanssen
Notary Public
Residing at: Rupert, ID
My Commission expires: 05/07/09

QUITCLAIM DEED

#42382 *pl*

486716

For Value Received

NANCY CARRILLO, a single woman

Hereinafter called the grantor, hereby remises, releases, and forever Quitclaims unto

LUPE PALLARES, a married woman contracting with her sole and separate property

ADDRESS: 133 N 400 E Rupert, ID 83350

Hereinafter called the grantee, the following described premises, in Minidoka County, Idaho to-wit:

All of Block 45 of the Original Townsite of Acequia, Minidoka County, Idaho, according to the official plat thereof, now on file in the office of the County Recorder, Minidoka County, Idaho.

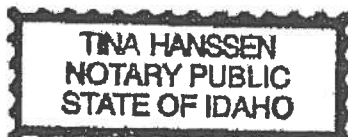
TO HAVE AND TO HOLD the said premises, with their appurtenances unto said Grantee, and the grantee's heirs and assigns forever.

Dated: September 12, 2006


NANCY CARRILLO

STATE OF IDAHO)
) ss.
COUNTY OF CASSIA)

On this 12th day of September, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Nancy Carrillo, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.




Notary Public
Residing at: Rupert, ID
My Commission expires: 05/07/09

Instrument # 486716
MINIDOKA COUNTY, RUPERT, IDAHO
2006-09-13 04:09:10 No. of Pages: 1
Recorded for: BURLEY LAND TITLE
DUANE SMITH Fee: 3.00
Ex-Officio Recorder Deputy lid

WARRANTY DEED

#42304 m

For Value Received

MELVIN JENSEN, a married man

486473

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

RODNEY JENTZSCH and SHIRLEY JENTZSCH, husband and wife
Address: 20106 5th Street, Rupert, ID 83350

Hereinafter called the Grantee, the following described premises situated in Minidoka County, Idaho, to-wit:

Blocks 43 and 44 of the Original Townsite of Acequia, Minidoka County, Idaho, according to the official plat thereof, now on file in the office of the County Recorder, Minidoka County, Idaho.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto.

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Taxes for 2006 and subsequent years, a lien, but not yet due or payable.

Any assessments levied, or to be levied, by the City of Acequia.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: August 24, 2006

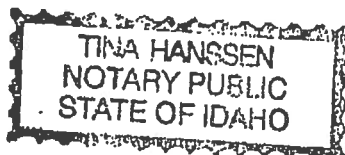
Melvin Jensen
MELVIN JENSEN

STATE OF IDAHO)
COUNTY OF CASSIA) ss.

Instrument # 486473

MINIDOKA COUNTY, RUPERT, IDAHO
2006-08-30 04:33:12 No. of Pages: 1
Recorded for: BURLEY LAND TITLE
DUANE SMITH Fee: 3.00
Ex-Officio Recorder Deputy WJ

On this 24th day of August, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared MELVIN JENSEN, 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.



Tina Hansen
Notary Public
Residing at: Rupert, ID
My Commission expires: 05/07/09

WARRANTY DEED

#42304 MC

For Value Received

486472

JAMES KELTON JENSEN, a married man

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

RODNEY JENTZSCH and SHIRLEY JENTZSCH, husband and wife
Address: 20106 5th Street, Rupert, ID 83350

Hereinafter called the Grantee, the following described premises situated in Minidoka County, Idaho, to-wit:

Blocks 43 and 44 of the Original Townsite of Acequia, Minidoka County, Idaho, according to the official plat thereof, now on file in the office of the County Recorder, Minidoka County, Idaho.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto.

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Taxes for 2006 and subsequent years, a lien, but not yet due or payable.

Any assessments levied, or to be levied, by the City of Acequia.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: August 28, 2006



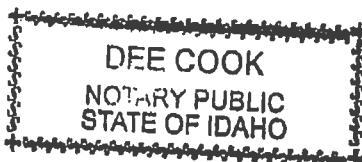
JAMES KELTON JENSEN

STATE OF IDAHO)
COUNTY OF ADA) ss.

Instrument # 486472

MINIDOKA COUNTY, RUPERT, IDAHO
2006-08-30 04:31:08 No. of Pages: 1
Recorded for : BURLEY LAND TITLE
DUANE SMITH Fee: 3.00
Ex-Officio Recorder Deputy lil

On this 28 day of August, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES KELTON JENSEN, 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.





Notary Public
Residing at: Boise Idaho
My Commission expires: 3/19/2011

WARRANTY DEED

For Value Received

W. MERLE JENSEN and SHARLENE BROWN JENSEN, husband and wife

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto
 RODNEY A. JENTZSCH and SHIRLEY S. JENTZSCH, husband and wife,
 whose current address is: Route 4 Box 193
 Rupert, Idaho 83350

Hereinafter called the Grantee, the following described premises situated in Minidoka County, Idaho,
 to-wit:

All of Blocks 15, 16, 26 and 27, **SAVE AND EXCEPT** the South 40 feet of Blocks 26 and 27 of the Original Townsite of Acequia, Minidoka County, Idaho, according to the official plat thereof, now on file in the office of the County Recorder, Minidoka County, Idaho.

TOGETHER WITH all water and water rights, ditches or ditch rights used thereon or appurtenant thereto.

SUBJECT TO:

- 1.) All reservations in patents or deeds in the chain of title.
- 2.) Taxes for 1991 and subsequent years.
- 3.) Assessments of the Minidoka Irrigation District and the rights and powers of said District as by law provided.
- 4.) Any assessments levied, or to be levied, by the City of Acequia.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: May 1, 1991

W. Merle Jensen
 W. MERLE JENSEN

Sharlene Brown Jensen
 SHARLENE BROWN JENSEN

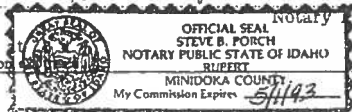
STATE OF IDAHO, COUNTY OF MINIDOKA, SS

On this 1st day of May, 1991,
 before me, a notary public in and for said State, personally appeared

W. Merle Jensen and
 Sharlene Brown Jensen

known to me to be the persons whose names are
 subscribed to the within instrument, and acknowledged
 to me that they executed the same.

Residing
 Commission



Notary Public
 Idaho.

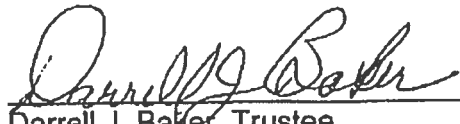
CORRECTED QUITCLAIM DEED

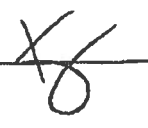
FOR VALUE RECEIVED, Darrell J. Baker, also known as Darrell James Baker, and sometimes referred to as Darrel J. Baker, the sole trustee of The Baker Family Trust, dated December 29, 1999, the "Grantor", hereby remises, releases and forever quitclaims unto Rodney Jentzsch and Shirley Jentzsch, husband and wife, of 20106 5th Street, Acequia, Rupert, Idaho 83350, all of its interests now held or hereafter acquired by Grantor in the subject premises, in Minidoka County, Idaho, which property is more particularly described as follows:

All of Blocks 1, 2, 3, 4, 5, 6, 7, 8, 11, 12, 13 and 14; Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 in Block 9; Lots 7, 8 and 9 in Block 10; Lots 1, 2, 3, 4, 11 and 12 in Block 17; and Lots 1 and 2 in Block 19, all in the Original Townsite of Acequia, Minidoka County, Idaho according to the official plat thereof, now on file in the office of the County Recorder, Minidoka County, Idaho.

This deed is given to correct errors or otherwise clarify the terms of a certain quitclaim deed dated July 27, 2006, recorded on August 30, 2006 in the office of the Recorder of Minidoka County, Idaho as Instrument Number 486458.

DATED this 1st day of August, 2013.


Darrell J. Baker, Trustee

Instrument # 523558
MINIDOKA COUNTY, RUPERT, IDAHO
8-1-2013 12:33:31 No. of Pages: 2
Recorded for : TUFT LAW OFFICE
PATTY TEMPLE Fee: 13.00
Ex-Officio Recorder Deputy 

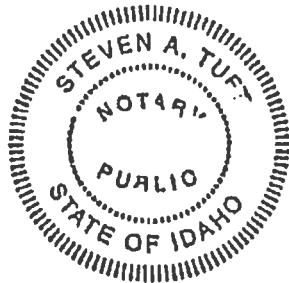
CORRECTED QUITCLAIM DEED - 1

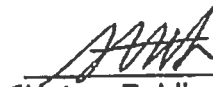
D:\Documents\REALEST\Deeds\Baker,J\m.QCD.Amend.2013.wpd

STATE OF IDAHO)
) ss.
County of Cassia)

On this 1st day of August, 2013, before me the undersigned, a Notary Public in and for said state, personally appeared, Darrell J. Baker, trustee of The Baker Family Trust, dated December 29, 1999, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the authorized trustee of said trust.

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





Notary Public for Idaho
Residing at: Burley, Idaho
Commission Expires: 3-15-2018

Instrument # 523557
MINIDOKA COUNTY, RUPERT, IDAHO
8-1-2013 12:26:08 No. of Pages: 4
Recorded for : TUFT LAW OFFICE
PATTY TEMPLE Fee: 19.00
Ex-Officio Recorder Deputy

5TH JUDICIAL DISTRICT
MINIDOKA COUNTY IDAHO
FILED

(SPACE BELOW FOR FILING STAMP ONLY)

2013 AUG -1 PM 12: 23

BY _____
CLERK
DEPUTY

Steven A. Tuft
TUFT LAW OFFICE, P.A.
1918 Overland Avenue
Post Office Box 759
Burley, Idaho 83318
Telephone: (208) 878-2922
Facsimile: (208) 678-1166
Idaho State Bar No. 1785

Attorney for Petitioner

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF MINIDOKA
MAGISTRATE DIVISION

IN THE MATTER OF THE ESTATE
OF:

CLARALYNNE S. BAKER,
Deceased.

Case No. CV 2010-262

AMENDED ORDER DECLARING
HEIRSHIP

THIS MATTER having come on for hearing pursuant to notice on the 1st
day of August, 2013, the matter having been submitted, the court enters it findings
as follows:

THE COURT FINDS:

1. Petitioner's interest in this matter is that of surviving spouse and
the person named to act in decedent's Last and Will and Testament as Personal
Representative. The Petitioner is Darrell J. Baker, also known as D. James Baker,
D.J. Baker and Jim Baker.

2. The decedent, Claralynne S. Baker, also known as Claralynne
Shipp Baker, and sometimes known as Claralynn Baker, died on August 11, 2001 at
Burley, Idaho.

3. Venue is proper because at the time of death the decedent was
domiciled in this county.

4. The names and addresses of the spouse, children, heirs,
legatees and devisees of the decedent, are:

<u>Name</u>	<u>Relationship</u>	<u>Address</u>
D. James Baker	spouse	533 East 240 Lane North Rupert, Idaho 83350
Rodney Jentzsch	son	20106 5th Street Acequia Rupert, Idaho 83350

AMENDED ORDER DECLARING HEIRSHIP - 1

D:\Documents\PROBATE\Baker Claralynne.Ord DeclarHeirship.Amd 2013.wpd

1	Sandi Capps	daughter	640 West 1700 South Orem, Utah 84057
2			
3	Diane Hatch	daughter	3620 S. Candis Drive Magna, Utah 84044
4			
5	Jeff Jentzsch	son	176 East 300 South Burley, Idaho 83318
6	Bryan Jentzsch	son	250 North 400 East Rupert, Idaho 83350
7			
8	James Baker	son	2209 E. Conisky Street Meridian, Idaho 83646
9	Todd Baker	son	6349 Traveler Lane West Jordan, Utah 84084
10			
11	Jenefer Kunzler	daughter	770 S. Woodland Hills Woodland Hills, UT 84653

12 5. No Personal Representative of the decedent has been appointed
13 in this state or elsewhere.

14 6. Petitioner has neither received nor is aware of any demand for
15 notice of any probate or appointment proceeding concerning the decedent that may
16 have been filed in this state or elsewhere.

17 7. The time limit for probate and appointment of a personal
18 representative has expired as more than three years have passed since the
19 decedent's death and probate proceedings cannot be commenced.

20 8. The court finds that it is obligated to transfer the assets of the
21 Decedent to her surviving spouse, the petitioner, D. James Baker, deeming the law to
22 require the court to treat the matter as though the Decedent died intestate. However,
23 as alleged in the Amended Petition, since certain land, below described, was
24 transferred to The Baker Family Trust, dated December 29, 1999, title to such land
25 should be vested in the said trust.

26 9. These proceedings are authorized pursuant to Idaho Code
27 Section 10-1201 et. seq. and such other provisions of Idaho law as may be
28 applicable.

WHEREFORE, it is hereby ordered and decreed as follows:

1. That any assets belonging to the Decedent or in which the
Decedent had or has any continuing interest be declared to be assets of D. James
Baker, the surviving spouse of the Decedent, except as noted in paragraph 3.

2. Those assets include, but may not necessarily be limited to:

AMENDED ORDER DECLARING HEIRSHIP - 2

D:\Documents\PROBATE\Baker, Claralynne.Ord DeclaHeirship Amd 2013.wpd

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

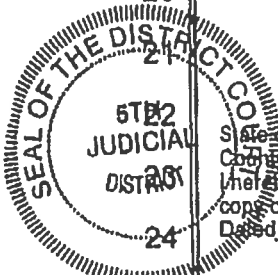
- A. The decedent's general and limited partner interest in the J & C Baker Family Limited Partnership, created December 29, 1999. Such interests are both general and limited partnership interests.
- B. A manufactured house, a 1970 Broadmore made by Fleetwood. VIN number 13F0852890.
- C. Any and all personal and/or real property in which Claralynne Baker may have had any interest.

3. Certain real property located in Minidoka County, Idaho, in which the decedent has any interest should be and hereby is decreed to be transferred to The Baker Family Trust, dated December 29, 1999. Such real property is described as:

All of Blocks 1, 2, 3, 4, 5, 6, 7, 8, 11, 12, 13 and 14; Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 in Block 9; Lots 7, 8 and 9 in Block 10; Lots 1, 2, 3, 4, 11 and 12 in Block 17; and Lots 1 and 2 in Block 19, all in the Original Townsite of Acequia, Minidoka County, Idaho according to the official plat thereof, now on file in the office of the County Recorder, Minidoka County, Idaho.

DATED this 1st day of August, 2013.

1s Rick L. Bollar
Rick L. Bollar, Magistrate



State of Idaho)
County of Minidoka) ss
I hereby certify the foregoing to be a full true and correct
copy of the original on file in the above entitled action
Dated August 01, 2013
PATTY TEMPLE
Minidoka County, State of Idaho
Clerk of District Court of 5th Judicial
District, Magistrate Division
By [Signature]
Deputy Clerk

CERTIFICATE OF MAILING

I hereby certify that on the 01st day of August, 2013, I ~~mailed~~ ^{hand-delivered} a copy of the within and foregoing Amended Order to:

Steven A. Tuft
Tuft Law Office, P.A.
P.O. Box 759
Burley, Idaho 83318

by depositing a copy thereof in the United States mail, postage prepaid, in an envelope addressed to said persons thereat.

CLERK OF THE COURT
PATTY TEMPLE

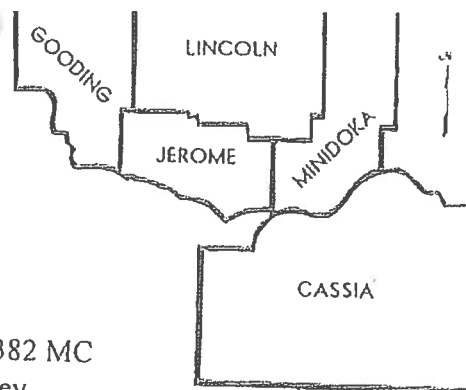
By lsj
Deputy

AMENDED ORDER DECLARING HEIRSHIP - 4

D:\Documents\PROBATE\Baker, Claralynne, Ord DeclarHeirship Amd.2013.wpd

Land Title and Escrow, Inc.

A FULL SERVICE TITLE COMPANY



REFER TO: #42382 MC
OFFICE: Burley

October 12, 2006

Mr. & Mrs. Rodney Jentzsch
20106 5th St. Acequia
Rupert, ID 83350

RE: Purchase of Property from Virginia Salinas

In connection with the above referred to matter, please find enclosed the following:

- ☐ Final Billing
- ☒ Original Title Insurance Policy No. A60-Z096858
- ☐ Original Lenders Insurance Policy No.
- ☒ Original Warranty Deed No. 486717
- ☐ Original Quitclaim Deed
- ☐ Original Deed of Trust
- ☐ Original Mortgage

It has been a pleasure serving you in this regard. If we can be of assistance to you in the future, please let us know.

LAND TITLE AND ESCROW, INC.

Linda Spaulding
Linda Spaulding
Title Department

L.S/ly

BOX 177, BURLEY, IDAHO 83318
PHONE 878-3524 • FAX 878-4435

BOX 349, JEROME, IDAHO 83338
PHONE 324-3357 • FAX 324-8961

BOX 473, GOODING, IDAHO 83330
PHONE 934-8477 • FAX 934-5890

BOX 111, RUPERT, IDAHO 83350
PHONE 436-0606 • FAX 436-1199

Roll ☐ Index ☐
Plat ☐ Map ☐
Stencil ☐ Water Record ☐

CERTIFICATE FOR SALE
OF LANDS LYING WITHIN THE BOUNDARIES
OF THE MINIDOKA IRRIGATION DISTRICT

We _____ AND
(name and mailing address of Vendor)

RODNEY & SHIRLEY JENTZSCH

(name and mailing address of Vendee)

do

hereby certify that we are the VENDOR and the VENDEE respectively, of the following described real property in _____ Minidoka _____ County, State of Idaho, to-wit: (If other than a designated farm unit, full legal description required.) _____

Block 45, Acequia Townsite

See Deed

containing _____ acres of irrigable land.

WE FURTHER CERTIFY, that: This sale of land is evidenced by: warranty deed ☒ contract in escrow ☐ secured contract ☐;

that the party responsible for payment of the irrigation district's assessments and/or charges is:
for prior year or years 2005 current year 2006/2007;
Vendor or Vendee Vendor or Vendee

that the effective date of this transaction is Sept. 11, 2006.

This CERTIFICATE dated this 11th day of Sept. 2006 19____

Signature of Witness:

Signatures:

For the Vendor

Vendor

For the Vendee

Vendee

NOTE: A Certificate of Sale is required to be filed with the Secretary of the Minidoka Irrigation District, for each sale of land. Eligibility for the subsequent delivery of any water to the lands involved, from the irrigation system and works of the District, shall be contingent upon the filing of said Certi-

OWNER'S POLICY OF TITLE INSURANCE

Issued by **Commonwealth Land Title Insurance Company**

POLICY NUMBER



Commonwealth Land Title Insurance Company is a member of the LandAmerica family of title insurance underwriters.

A60-Z096858

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Nebraska corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest:


Secretary



By:


President

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

STANDARD OWNERS POLICY

SCHEDULE A

FILE NO.	POLICY NO.	DATE OF POLICY	AMOUNT	PREMIUM
42382 MC	A60-Z096858	September 13, 2006 at 4:12 P.M.		

1. Name of Insured:

RODNEY JENTZSCH and SHIRLEY JENTZSCH

2. The estate or interest in the land which is covered by this Policy is:

FEE SIMPLE

3. Title to the estate or interest in the land is vested in:

**RODNEY JENTZSCH and SHIRLEY JENTZSCH,
husband and wife**

4. The land referred to in this Policy in said instrument, is situated in the County of **MINIDOKA**, State of Idaho, and is identified as follows:

All of Block 45 of the Original Townsite of Acequia, Minidoka County, Idaho, according to the official plat thereof, now on file in the office of the County Recorder, Minidoka County, Idaho.

LAND TITLE AND ESCROW, INC.

Countersigned: Roberta McCord

Authorized Officer or Agent

This Policy is valid only if Schedule B is attached.

**OWNERS POLICY
SCHEDULE B
EXCEPTIONS FROM COVERAGE**

Policy Number: A60-Z096858

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

GENERAL (STANDARD) EXCEPTIONS:

1. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession, thereof.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey of the land would disclose, and which are not shown by the public records.
4. Any lien, or right to a lien, imposed by law for services, labor, or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public records.
5. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
6. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.

SPECIAL EXCEPTIONS

8. Taxes for 2006 and subsequent years, a lien, but not yet due or payable.
9. Assessments of the Minidoka Irrigation District and the rights and powers of said District as by law provided.
10. Any assessments levied, or to be levied, by the City of Acequia.

END OF SCHEDULE B

Schedule B (Owners Policy)

7. **DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A;

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an Improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of Insurance at Date of Policy bears to the total value of the Insured estate or interest at Date of Policy; or

(ii) where a subsequent Improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. **APPORTIONMENT.**

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. **LIMITATION OF LIABILITY.**

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as Insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. **REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.**

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. **LIABILITY NONCUMULATIVE.**

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. **PAYMENT OF LOSS.**

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. **SUBROGATION UPON PAYMENT OR SETTLEMENT.**

(a) **The Company's Right of Subrogation.**

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) **The Company's Rights Against Non-insured Obligors.**

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. **ARBITRATION**

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. **LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.**

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. **SEVERABILITY.**

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

17. **NOTICES, WHERE SENT.**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at Consumer Affairs Department, P.O. Box 27567, Richmond, Virginia 23261-7567.



PRIVACY POLICY NOTICE

LandAmerica Financial Group, Inc. and its family of affiliated companies ("LandAmerica") respect the privacy of our customers' personal information. This Notice explains the ways in which we may collect and use personal information under the LandAmerica Privacy Policy.

LandAmerica provides title insurance and other real estate services through its affiliates. The three largest members of the LandAmerica family, Commonwealth Land Title Insurance Company, Lawyers Title Insurance Corporation, and Transnation Title Insurance Company, and their title affiliates, issue title policies and handle real estate closings across the country. You may review a complete list of the LandAmerica family of affiliates covered by this Privacy Policy on our website at <http://www.landam.com> under the privacy policy link or request a copy be sent to you from the address listed below. The LandAmerica Privacy Policy applies to all LandAmerica customers, former customers and applicants. Please visit our website for an explanation of our privacy practices relating to electronic communication.

What kinds of information we collect: Depending on the services you use, the types of information we may collect from you, your lender, attorney, real estate broker, public records or from other sources include:

- information from forms and applications for services, such as your name, address and telephone number
- information about your transaction, including information about the real property you bought, sold or financed such as address, cost, existing liens, easements, other title information and deeds
- with closing, escrow, settlement or mortgage lending services or mortgage loan servicing, we may also collect your social security number as well as information from third parties including property appraisals, credit reports, loan applications, land surveys, real estate tax information, escrow account balances, and sometimes bank account numbers or credit card account numbers to facilitate the transaction, and
- information about your transactions and experiences as a customer of ours or our affiliated companies, such as products or services purchased and payments made.

How we use and disclose this information: We use your information to provide you with the services, products and insurance that you, your lender, attorney, or real estate brokers have requested. We disclose information to our affiliates and unrelated companies as needed to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, to provide information to government and law enforcement agencies and as otherwise permitted by law. As required to facilitate a transaction, our title affiliates record documents that are part of your transaction in the public records as a legal requirement for real property notice purposes.

We do not share any nonpublic personal information we collect from you with unrelated companies for their own use.

We do not share any information regarding your transaction that we obtain from third parties (including credit report information) except as needed to enable your transaction as permitted by law.

We may also disclose your name, address and property information to other companies who perform marketing services such as letter production and mailing on our behalf, or to other financial service companies (such as insurance companies, banks, mortgage brokers, credit companies) with whom we have joint marketing arrangements. Additionally, some LandAmerica affiliates may share information about their transaction and experiences with you in order to identify opportunities to market other LandAmerica services or products that may be useful to you.

How we protect your information: We maintain administrative, physical, electronic and procedural safeguards to guard your nonpublic personal information. We reinforce our privacy policy with our employees and our contractors. Joint marketers and third parties service providers who have access to nonpublic personal information to provide marketing or services on our behalf are required by contract to follow appropriate standards of security and confidentiality.

Title insurance agents may be covered by this policy: If your transaction goes through a title insurance agent that is not part of the LandAmerica family, the agent handling your transaction should provide you with the agent's own privacy policy or evidence that the agent has adopted our policy.

If you have any questions about this privacy statement or our practices at LandAmerica, please email us at customerservice@landam.com or write us at: LandAmerica Privacy, P.O. Box 27567, Richmond, VA 23261-7567

WARRANTY DEED

#42382 *me*

486717

For Value Received

VIRGINIA SALINAS, a single woman, **DIANNE VICTORIA**, a married woman contracting with her sole and separate property, **LUPE PALLARES**, a married woman contracting with her sole and separate property

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

RODNEY JENTZSCH and SHIRLEY JENTZSCH, husband and wife

Mailing Address: 20106 5th St. Acequia, Rupert, ID 83350

Hereinafter called the Grantee, the following described premises situated in Minidoka County, Idaho, to-wit:

All of Block 45 of the Original Townsite of Acequia, Minidoka County, Idaho, according to the official plat thereof, now on file in the office of the County Recorder, Minidoka County, Idaho.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto.

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

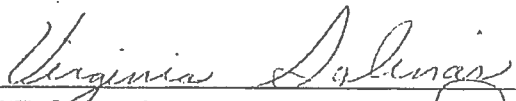
Taxes for 2006 and subsequent years.

Assessments of the Minidoka Irrigation District and the rights and powers of said District as by law provided.

Any assessments levied, or to be levied, by the City of Acequia.

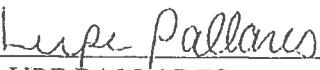
TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: September 11, 2006



VIRGINIA SALINAS


DIANNE VICTORIA



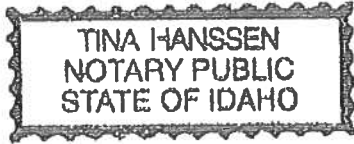
LUPE PALLARES

Instrument # 486717

MINIDOKA COUNTY, RUPERT, IDAHO
2006-09-13 04:11:03 No. of Pages: 2
Recorded for : BURLEY LAND TITLE
DUANE SMITH Fee: 6.00
Ex-Officio Recorder Deputy 

STATE OF IDAHO)
) ss.
COUNTY OF CASSIA)

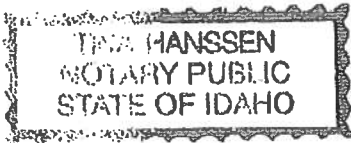
On this 12th day of September, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared VIRGINIA SALINAS, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



Tina Hansen
Notary Public
Residing at: Rupert, ID
My Commission expires: 05/07/09

STATE OF IDAHO)
) ss.
COUNTY OF CASSIA)

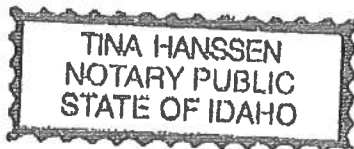
On this 12th day of September, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared DIANNE VICTORIA, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



Tina Hansen
Notary Public
Residing at: Rupert, ID
My Commission expires: 05/07/09

STATE OF IDAHO)
) ss.
COUNTY OF CASSIA)

On this 12th day of September, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared LUPE PALLARES, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



Tina Hansen
Notary Public
Residing at: Rupert, ID
My Commission expires: 05/07/09

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein. I HAVE CAREFULLY REVIEWED THE HUD-1 SETTLEMENT STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS A TRUE AND ACCURATE STATEMENT OF ALL RECEIPTS AND DISBURSEMENTS MADE ON MY ACCOUNT OR BY ME IN THIS TRANSACTION. I FURTHER CERTIFY THAT I HAVE RECEIVED A COPY OF THE HUD-1 SETTLEMENT STATEMENT.

SHIRLEY JENTZSCH

Settlement Agent

HUD-1 (3.55) RESPA H24252

L. SETTLEMENT CHARGES

700. TOTAL COMMISSION Based on Price \$ @ %		PAD FROM BORROWERS FUNDS AT SETTLEMENT	PAD FROM SELLERS FUNDS AT SETTLEMENT
Division of Commission (line 700) as Follows:			
701. \$ to			
702. \$ to			
703. Commission Paid at Settlement	to		
704.			
800. ITEMS PAYABLE IN CONNECTION WITH LOAN			
801. Loan Origination Fee % to			
802. Loan Discount % to			
803.	to		
804.	to		
805.	to		
806.	to		
807.	to		
808.			
809.			
810.			
811.			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901. Interest From to @ \$ /day (days %)			
902. Mortgage Insurance Premium for months to			
903. Hazard Insurance Premium for years to			
904.			
905.			
1000. RESERVES DEPOSITED WITH LENDER			
1001. Hazard Insurance @ \$ per			
1002. Mortgage Insurance @ \$ per			
1003. City/Town Taxes @ \$ per			
1004. County Taxes @ \$ per			
1005. Assessments @ \$ per			
1006.	@ \$ per		
1007.	@ \$ per		
1008.	@ \$ per		
1100. TITLE CHARGES			
1101. Closing Fee to Land Title and Escrow, Inc.			
1102. Overnight Express to			
1103. Initial Escrow Fee to			
1104. Title Insurance Binder to			
1105. Document Preparation to			
1106. Notary Fees to			
1107. Attorney's Fees to			
(includes above item numbers:			
1108. Title Insurance to			
(includes above item numbers:			
1109. Lender's Coverage \$			
1110. Owner's Coverage \$			
1111.			
1112.			
1113.			
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201. Recording Fees: Deed \$ 15.00; Mortgage \$; Releases \$			
1202. City/County Tax/Stamp: Deed \$; Mortgage \$			
1203. State Tax/Stamp: Deed \$; Mortgage \$			
1204.			
1205.			
1300. ADDITIONAL SETTLEMENT CHARGES			
1301. Survey to			
1302. Pest Inspection to			
1303.	to		
1304.			
1305.			
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)			

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two-page statement.

Land Title and Escrow, Inc.
Settlement Agent

Certified to be a true copy.

CLOSING INSTRUCTIONS TO LAND TITLE AND ESCROW, INC.

Closing No. 42382

Date: September 11, 2006

We, the undersigned, hereby instruct LAND TITLE AND ESCROW, INC., hereinafter referred to as "Closing Agent", when in receipt of all documents and monies as set out herein, to close this transaction according to the following instructions and information: The parties have entered into an Agreement for the purchase and sale of subject property entitled Real Estate Purchase and Sale Agreement dated August 31, 2006, hereinafter referred to as the Agreement. The closing agent is hereby instructed to close the transaction in accordance with the terms of the Agreement as well as these instructions. HOWEVER, in the event the terms of the Agreement and the terms of these Instructions shall conflict, the terms of these instructions shall control.

PROPERTY: BLK 45 of Original Townsite of Acequia, ,

BUYER: RODNEY JENTZSCH and SHIRLEY JENTZSCH, husband and wife

SELLER: VIRGINIA SALINAS, NANCY CARRILLO, DIANNE VICTORIA, LUPE PALLARES, JOHN BENAVIDES, J.R.

TERMS: Sale Price [REDACTED]

Payable as follows:

Earnest Money Deposit: [REDACTED] held by Land Title and Escrow, Inc.
Cash Required at Closing \$

(All assumption balances set out above shall be adjusted if necessary to the actual balances upon written verification from lender. If this transaction involves a new loan, these instructions must conform with the instructions from said lender.)

PRORATION DATE: September 12, 2006 CLOSING DATE: September 11, 2006 The closing agent is instructed to prorate all items to be prorated as of the proration date with the Seller being responsible for all such items up to but not including the date of proration and the Buyer being responsible for such items from and including the date of proration.

The property taxes for 2006 shall be prorated on the basis of 2005 tax assessed in the amount of \$185.38. The parties hereto acknowledge that there may be a difference between the amount of taxes prorated and the actual tax assessment ultimately levied. The parties further acknowledge that under Idaho Code Sections 63-403, 63-2203, and Title 63, Chapter 39 "New and Additional Assessments", "Adjustments of Taxes by the Board of Commissioners", and "Tax on Newly Constructed and Occupied Residential and Commercial Structures", additional taxes may be levied. The parties hereto agree to hold the closing agent harmless for any proration difference or additional taxes and agree to promptly adjust any such difference between themselves. The closing agent shall not prorate any utility charges, unless specifically instructed to do so.

COSTS: The following items shall be paid by BUYER (B), SELLER (S), DIVIDED BETWEEN BUYER AND SELLER EVENLY UNLESS OTHERWISE STATED (D), or PAID OUTSIDE CLOSING (POC).

NA Attorney's Fees	S Title Insurance, Owners Policy
D Closing Fee	NA Title Insurance, Loan Policy
NA Assumption Fee	NA Initial Escrow Fee
NA Escrow Collection Fee	

TITLE INSURANCE: Insurer Commonwealth Land Title Insurance Company Order No. 42382
S (X) Standard () Extended coverage owners policy Amt [REDACTED]
() Standard () Extended coverage loan policy Amt. S

HAZARD INSURANCE:

☐ Assume Existing ☐ Obtain New ☒ None Required

When the closing agent has received all properly executed documents and all funds necessary for the completion of this transaction and the title insurer is in a position to issue the type of policy(s) set out above, subject only to the General Exceptions on Schedule B-Section I and Special Exceptions No.s 1-7,9-12 as set out in their commitment dated September 1, 2006, and any documents recorded in connection with this transaction, the closing agent is hereby authorized and instructed to record or file all necessary documents and disburse funds deposited in accordance with the amounts shown on the closing statement. Minor adjustments may be made for additional interest due to delay in disbursing or other minor items beyond the control of the closing agent, for which the respective party shall be given an accounting.

In the event this transaction does not close for any reason, the closing agent shall be entitled to reimbursement for any and all cost expended by it and shall be further entitled to an escrow cancellation fee and the parties thereto agree to be jointly and severally liable for same. Further, any earnest money deposited with the closing agent shall be refunded only upon written instructions from the parties hereto, EXCEPT that, in the event the earnest money has been deposited by the Broker, the closing agent is hereby authorized to refund same to the broker's trust account for his disposition to the parties and in the event the closing agent has incurred expenses in connection herewith, the closing agent shall be entitled to retain so much of the earnest money as it is entitled to hereunder for the reimbursement of said expenses.

The closing agent shall have no responsibility for compliance with any truth-in-lending, usury or consumer protection laws of the United States or The State of Idaho, nor any governmental regulations including but not limited to zoning or subdivision ordinances.

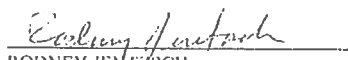
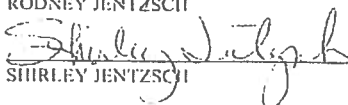
The closing agent is directed to comply with the instructions contained in these instructions and the parties hereto agree to indemnify and hold harmless the closing agent from any and all actions or losses related hereto other than failure to comply herewith, including but not limited to any attorney's fees or costs incurred by the closing agent in defending itself in any such action.

BY THEIR EXECUTION OF THESE INSTRUCTIONS, THE BUYER AND SELLER ACKNOWLEDGE THE FOLLOWING:

- 1) The closing agent is not acting as a representative of either party,
- 2) The documents prepared in connection with this transaction will affect the legal rights of the parties, and the parties rights or interests in those documents may differ,
- 3) Any documents typed by the closing agent have been done so at our direction or the direction of our counsel,
- 4) The closing agent is not licensed to practice law and no legal advice, advice as to the content of the documents, nor advice as to the merits of the transaction has been offered by the closing agent,
- 5) Copies of the Subdivision Plat and Restrictive Covenants where applicable,
- 6) There is currently pending in the District Court, Fifth Judicial District, State of Idaho in and for the County of Twin Falls in Civil Case No. 39576 (the general adjudication of rights to the use of water from the Snake River Basin Water system). The parties may have claims to water rights that are affected in this case. The parties need to make an independent investigation of the claims, because they are matters outside the closing and for which Land Title and Escrow, Inc. is unable to perform services in regards to the water claims,
- 7) Land Title and Escrow, Inc. shall not be responsible for any penalties, or loss of principal or interest or any delays in the withdrawal of the funds which may be imposed by the Depository as a result of the making or redeeming of the investment pursuant to our instructions, nor shall Land Title and Escrow, Inc. be liable for any loss or impairment of funds while those funds are on deposit in a financial institution if such loss or impairment results from the failure, insolvency or suspension of financial institution.
- 8) Idaho Code 55-2501, et seq. is known as the "Idaho Property Condition Disclosure Act" and this transaction may be affected by the Act. Land Title and Escrow, Inc. has advised you to seek separate advise regarding the law and Land Title and Escrow, Inc. has not given you any advise about the law that is not contained in these Closing Instructions. With the execution of these Closing Instructions you are certifying that compliance with the law, if applicable, has been accomplished outside of closing.
- 9) THE CLOSING AGENT HAS ADVISED THE PARTIES HERETO TO SEEK THE ADVICE OF INDEPENDENT COUNSEL IF ANY PART OF THIS TRANSACTION IS NOT FULLY UNDERSTOOD.

ADDITIONAL INSTRUCTIONS:

BUYER:


RODNEY JENTZSCH

SHIRLEY JENTZSCH

SELLER:

VIRGINIA SALINAS

NANCY CARRILLO

DIANNE VICTORIA

LUPE PALLARES

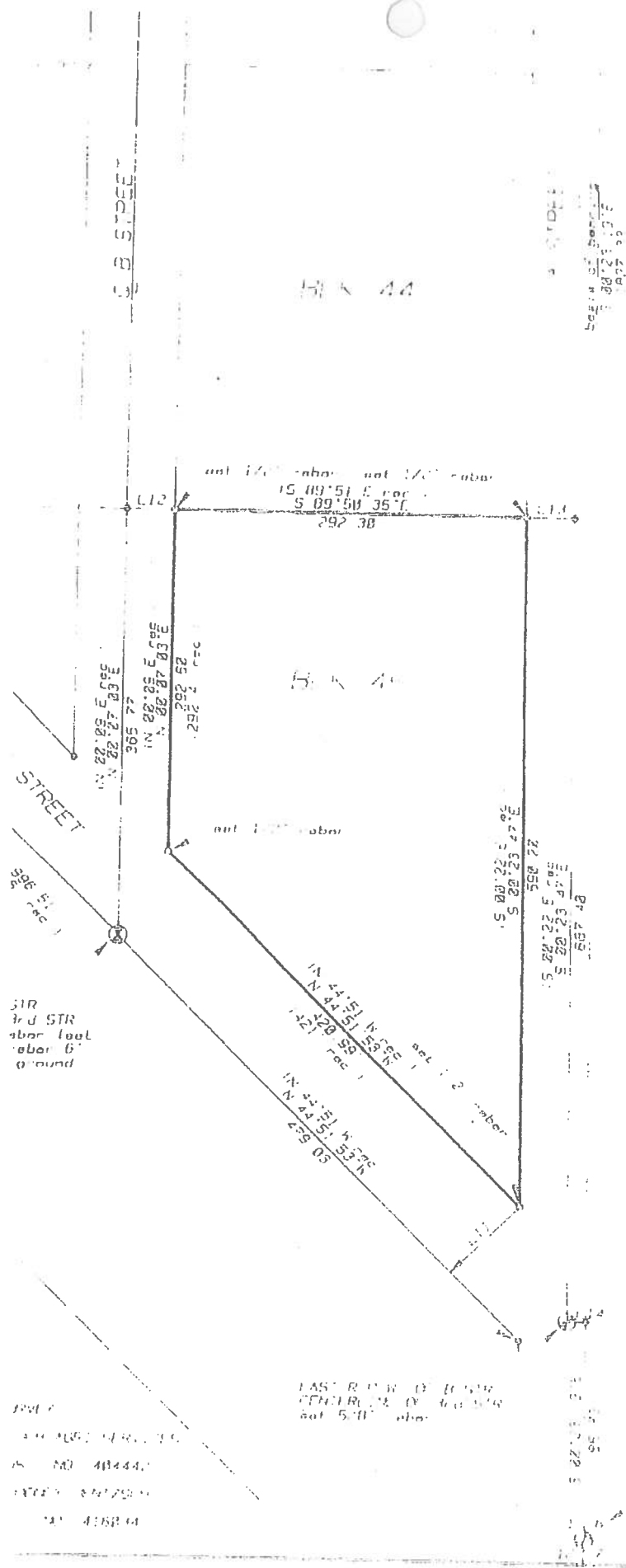
JOHN BENAVIDES J.R.

LAND TITLE AND ESCROW, INC.

BY: _____

PROPERTY
for
CENTURY

GPS SURVEY



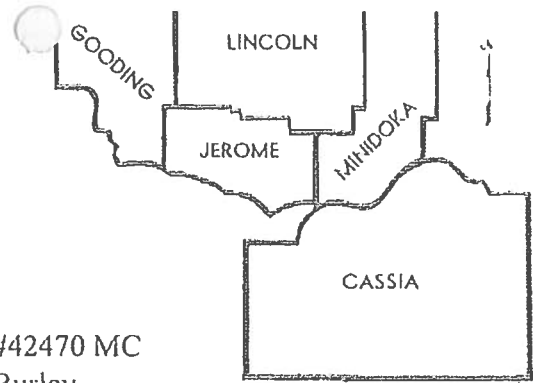
LAST RUN (1) 10.511
CHIRP (2) 10.511
Set 5.00" abn.

GPS SURVEY FORM
DATE: 10/10/10
BY: J. M. M. 10/10/10
NO. 10/10/10

DATE: 10/10/10
NO. 10/10/10
BY: J. M. M. 10/10/10

Land Title and Escrow, Inc.

A FULL SERVICE TITLE COMPANY



REFER TO: #42470 MC
OFFICE: Burley

October 4, 2006

Mr. and Mrs. Rodney Jentzsch
20106 5th Street Acequia
Rupert, ID 83350

RE: Purchase of property from Milbert Moser

In connection with the above referred to matter, please find enclosed the following:

- ☐ Final Billing
- ☒ Original Title Insurance Policy No. 2270636
- ☐ Original Lenders Insurance Policy No.
- ☒ Original Warranty Deed No. 486983
- ☐ Original Quitclaim Deed
- ☐ Original Deed of Trust
- ☐ Original Mortgage

It has been a pleasure serving you in this regard. If we can be of assistance to you in the future, please let us know.

LAND TITLE AND ESCROW, INC.


Linda Spaulding
Title Department

LS/kw

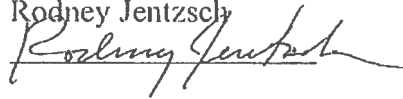
enc

SATISFACTOPM OF PURCHASE / SALE AGREEMENT

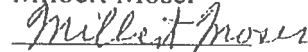
1. Milbert and Darlene Moser of Rupert agree that Rodney and Shirley Jentzsch has satisfied the responsibility for providing a water delivery method or other means of lawn water to the Moser's home site by the payment and receipt of [REDACTED] from Rodney and Shirley Jentzsch to Milbert and Darlene Moser.

Date: 10-20-06

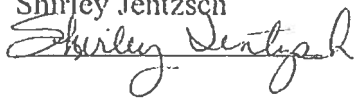
Rodney Jentzsch



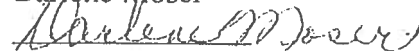
Milbert Moser



Shirley Jentzsch



Darlene Moser



WARRANTY DEED

#42470

486983

For Value Received

MILBERT MOSER and DARLENE MOSER, husband and wife

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

RODNEY JENTZSCH and SHIRLEY JENTZSCH, husband and wife
Address: 20106 5th Street Acequa, Rupert, Id 83350

Hereinafter called the Grantee, the following described premises situated in Minidoka County, Idaho, to-wit:

SEE ATTACHED EXHIBIT "A"

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto.

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Taxes for 2006 and subsequent years, a lien, but not yet due or payable.

Any assessments levied, or to be levied, by the City of Acequa.

Assessments of the Minidoka Irrigation District and the rights and powers of said District as by law provided.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: September 29th, 2006

Milbert Moser
MILBERT MOSER

Darlene Moser
DARLENE MOSER

Instrument # 486983

MINIDOKA COUNTY, RUPERT, IDAHO
2006-09-29 04:13:22 No. of Pages: 3
Recorded for : BURLEY LAND TITLE
DUANE SMITH Fee: 9.00
Ex-Officio Recorder Deputy UD

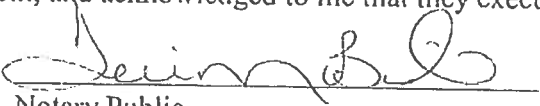
STATE OF IDAHO)

) ss.

COUNTY OF CASSIA)

On this 29th day of September, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **MILBERT MOSER** and **DARLENE MOSER**, 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.

Terri McBride
Notary Public
State of Idaho


Notary Public

Residing at: Superior

My Commission expires: 2-5-08

Exhibit "A"

Blocks 28 and 29 of the Original Townsite of Acequia, Minidoka County, Idaho, according to the official plat thereof, now on file in the office of the County Recorder, Minidoka County, Idaho.

EXCEPTING THEREFROM the following described tracts:

Tract No. 1:

The North 40 feet as decided to the State of Idaho for road purposes.

Tract No. 2:

Beginning at the Southwest corner of Block 29 of the Acequia Townsite, said corner marked by a 5/8 inch rebar; Thence North 00°09'41" East along the West line of Block 29 for a distance of 196.89 feet to a 1/2 inch rebar which shall be the Point of Beginning;

Thence North 00°09'41" East along the West line of Block 29 for a distance of 143.16 feet to a 1/2 inch rebar;

Thence South 89°49'00" East parallel with the North line of Block 29 for a distance of 95.00 feet to a 1/2 inch rebar;

Thence South 00°09'41" West for a distance of 30.79 feet to a 1/2 inch rebar;

Thence North 84°21'57" West for a distance of 9.11 feet to a 1/2 inch rebar;

Thence South 00°26'30" West for a distance of 92.23 feet to a 1/2 inch rebar;

Thence South 88°39'13" West for a distance of 70.35 feet to a 1/2 inch rebar;

Thence South 31°58'15" West for a distance of 22.83 feet to a 1/2 inch rebar;

Thence North 84°42'20" West for a distance of 3.14 feet to the Point of Beginning.

Tract No. 3:

Beginning at the Southwest corner of Block 29 of the Acequia Townsite, said corner marked by a 5/8 inch rebar; Thence North 00°09'41" East along the West line of Block 29 for a distance of 91.57 feet to the Point of Beginning.

Thence North 00°09'41" East along the West line of Block 29 for a distance of 105.32 feet to a 1/2 inch rebar;

Thence South 84°42'20" East for a distance of 3.14 feet to a 1/2 inch rebar;

Thence North 31°58'15" East for a distance of 22.83 feet to a 1/2 inch rebar;

Thence South 00°09'41" West for a distance of 124.45 feet;

Thence North 89°49'00" West for a distance of 15.17 feet to the Point of Beginning;

RJ

DESERT WEST LAND SURVEYS
1751 OVERLAND AVE.
BURLEY, IDAHO 83318
208-678-7112
208-878-7112

INVOICE
DWLS# 7812-06B1
DATE: September 20, 2006

ROD JENTZSCH

20106 5TH STREET
RUPERT, IDAHO 83350

FOR PROFESSIONAL SERVICES RENDERED

TERMS: This account is due and payable upon receipt.
1.5% per month (18% annually) will be charged to your account
if not paid in ten (10) days. (Minimum Service Charge [REDACTED])

DESCRIPTION OF SERVICES RENDERED:

Survey and stake Moser Property in Block 29 and 28 and also
stake Block 43, 44 & 45 all in the Acequia Townsite in
Section 1 of T.9 S., R.24 E., B.M. and draft map and
property description. Deliver map and description to L.T.

AMOUNT DUE: \$ [REDACTED]

"THANK YOU"

For letting us be of
service to you!!!

FIRST AMERICAN TITLE INSURANCE COMPANY

STANDARD OWNERS POLICY

SCHEDULE A

FILE NO.	POLICY NO.	DATE OF POLICY	AMOUNT	PREMIUM
42470 MC	2270636 Form No. 1402.92 (10/17/92)	September 29, 2006 at 4:14 P.M.		

1. Name of Insured:

RODNEY JENTZSCH and SHIRLEY JENTZSCH

2. The estate or interest in the land which is covered by this Policy is:

FEE SIMPLE

3. Title to the estate or interest in the land is vested in:

RODNEY JENTZSCH and SHIRLEY JENTZSCH,
husband and wife

4. The land referred to in this Policy is described as follows:

SEE SCHEDULE A, PAGE 2

LAND TITLE AND ESCROW, INC.

Countersigned: Roberta McCord
Agent

This Policy is valid only if Schedule B is attached.

CONTINUATION

SCHEDULE A

Policy Number: 2270636

Blocks 28 and 29 of the Original Townsite of Acequia, Minidoka County, Idaho, according to the official plat thereof, now on file in the office of the County Recorder, Minidoka County, Idaho.

EXCEPTING THEREFROM the following described tracts:

Tract No. 1:

The North 40 feet as deeded to the State of Idaho for road purposes.

Tract No. 2:

Beginning at the Southwest corner of Block 29 of the Acequia Townsite, said corner marked by a 5/8 inch rebar; Thence North 00°09'41" East along the West line of Block 29 for a distance of 196.89 feet to a 1/2 inch rebar which shall be the Point of Beginning; Thence North 00°09'41" East along the West line of Block 29 for a distance of 143.16 feet to a 1/2 inch rebar; Thence South 89°49'00" East parallel with the North line of Block 29 for a distance of 95.00 feet to a 1/2 inch rebar; Thence South 00°09'41" West for a distance of 30.79 feet to a 1/2 inch rebar; Thence North 84°21'57" West for a distance of 9.11 feet to a 1/2 inch rebar; Thence South 00°26'30" West for a distance of 92.23 feet to a 1/2 inch rebar; Thence South 88°39'13" West for a distance of 70.35 feet to a 1/2 inch rebar; Thence South 31°58'15" West for a distance of 22.83 feet to a 1/2 inch rebar; Thence North 84°42'20" West for a distance of 3.14 feet to the Point of Beginning.

Tract No. 3:

Beginning at the Southwest corner of Block 29 of the Acequia Townsite, said corner marked by a 5/8 inch rebar; Thence North 00°09'41" East along the West line of Block 29 for a distance of 91.57 feet to the Point of Beginning. Thence North 00°09'41" East along the West line of Block 29 for a distance of 105.32 feet to a 1/2 inch rebar; Thence South 84°42'20" East for a distance of 3.14 feet to a 1/2 inch rebar; Thence North 31°58'15" East for a distance of 22.83 feet to a 1/2 inch rebar; Thence South 00°09'41" West for a distance of 124.45 feet; Thence North 89°49'00" West for a distance of 15.17 feet to the Point of Beginning;

STANDARD OWNERS POLICY

SCHEDULE B

EXCEPTIONS FROM COVERAGE

Policy Number: 2270636

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

SECTION I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. Any lien or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

SECTION II

7. Taxes for 2006 and subsequent years, a lien, but not yet due or payable.
8. Any assessments levied, or to be levied, by the City of Accquia.
9. Assessments of the Minidoka Irrigation District and the rights and powers of said District as by law provided.

END OF SCHEDULE B

Schedule B (Owners Policy)

THE FIRST AMERICAN CORPORATION
LAND TITLE AND ESCROW, INC.

Privacy Policy

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our underwriter, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines, and we have adopted these guidelines that govern our use of personal information regardless of its source. These guidelines are called *Fair Information Values*, a copy of which can be found on First American's website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;

Information about your transactions with us, our affiliated companies, or others; and

Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and the *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT		B. TYPE OF LOAN:				
		1. ☐ FHA 2. ☐ FinHA 3. ☐ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS.				
		6. FILE NUMBER: 42470			7. LOAN NUMBER:	
		8. MORTGAGE INS CASE NUMBER:				
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. 19 353 (42470 FFD 42470 C)						
D. NAME AND ADDRESS OF BUYER:		E. NAME AND ADDRESS OF SELLER:		F. NAME AND ADDRESS OF LENDER:		
RODNEY JENTZSCH SHIRLEY JENTZSCH 20106 5th Street Acequa Rupert, ID 83350		MILBERT MOSER DARLENE MOSER 20410 C. Street Acequa Rupert, ID 83350				
G. PROPERTY LOCATION:		H. SETTLEMENT AGENT:		I. SETTLEMENT DATE:		
Block 28 & Part of Block 29 Original Townsite of Acequa Minidoka County		82-0229956 Land Title and Escrow, Inc. PLACE OF SETTLEMENT 211 West 13th Street Burley, ID 83318		September 28, 2006		
J. SUMMARY OF BUYER'S TRANSACTION						
100. GROSS AMOUNT DUE FROM BUYER:						
101. Contract Sales Price						
102. Personal Property						
103. Settlement Charges to Buyer (Line 1400)						
104.						
105.						
Adjustments For Items Paid By Seller in advance						
106. City/Town Taxes to						
107. County Taxes to						
108. Assessments to						
109.						
110.						
111.						
112.						
120. GROSS AMOUNT DUE FROM BUYER						
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:						
201. Deposit or earnest money						
202. Principal Amount of New Loan(s)						
203. Existing loan(s) taken subject to						
204.						
205.						
206.						
207.						
208.						
209.						
Adjustments For Items Unpaid By Seller						
210. City/Town Taxes to						
211. County Taxes 01/01/06 to 09/29/06						
212. Assessments 04/15/06 to 09/29/06						
213.						
214.						
215.						
216.						
217.						
218.						
219.						
220. TOTAL PAID BY/FOR BUYER						
300. CASH AT SETTLEMENT FROM/TO BUYER:						
301. Gross Amount Due From Buyer (Line 120)						
302. Less Amount Paid By/For Buyer (Line 220)						
303. CASH (X FROM) (TO) BUYER						
K. SUMMARY OF SELLER'S TRANSACTION						
400. GROSS AMOUNT DUE TO SELLER:						
401. Contract Sales Price						
402. Personal Property						
403.						
404.						
405.						
Adjustments For Items Paid By Seller in advance						
406. City/Town Taxes to						
407. County Taxes to						
408. Assessments to						
409.						
410.						
411.						
412.						
420. GROSS AMOUNT DUE TO SELLER						
500. REDUCTIONS IN AMOUNT DUE TO SELLER:						
501. Excess Deposit (See Instructions)						
502. Settlement Charges to Seller (Line 1400)						
503. Existing loan(s) taken subject to						
504. Payoff of first Mortgage						
505. Payoff of second Mortgage						
506. Deposit retained by seller						
507.						
508.						
509.						
Adjustments For Items Unpaid By Seller						
510. City/Town Taxes to						
511. County Taxes 01/01/06 to 09/29/06						
512. Assessments 04/15/06 to 09/29/06						
513.						
514.						
515.						
516.						
517.						
518.						
519.						
520. TOTAL REDUCTION AMOUNT DUE SELLER						
600. CASH AT SETTLEMENT TO/FROM SELLER:						
601. Gross Amount Due To Seller (Line 420)						
602. Less Reductions Due Seller (Line 520)						
603. CASH (X TO) (FROM) SELLER						

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein. I HAVE CAREFULLY REVIEWED THE HUD-1 SETTLEMENT STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS A TRUE AND ACCURATE STATEMENT OF ALL RECEIPTS AND DISBURSEMENTS MADE ON MY ACCOUNT OR BY ME IN THIS TRANSACTION. I FURTHER CERTIFY THAT I HAVE RECEIVED A COPY OF THE HUD-1 SETTLEMENT STATEMENT.

Buyer

RODNEY JENTZSCH

SHIRLEY JENTZSCH

Seller

MILBERT MOSER

DARLENE MOSER

TO THE BEST OF MY KNOWLEDGE, THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.

Land Title and Escrow, Inc.
Settlement Agent

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE: TITLE 18 U.S. CODE SECTION 1001 & SECTION 1010.

L. SETTLEMENT CHARGES

Page 2

700. TOTAL COMMISSION Based on Price		\$	@	%		
Division of Commission (line 700) as Follows:						
701. \$	to				PAY FROM BUYERS	PAY FROM SELLERS
702. \$	to				FUNDS AT SETTLEMENT	FUNDS AT SETTLEMENT
703. Commission Paid at Settlement						
704.	to					
800. ITEMS PAYABLE IN CONNECTION WITH LOAN						
801. Loan Origination Fee	1.0000 %	to				
802. Loan Discount	%	to				
803. Appraisal Fee		to				
804. Credit Report		to				
805. Lender's Inspection Fee		to				
806. Mortgage Ins. App. Fee		to				
807. Assumption Fee		to				
808.						
809.						
810.						
811.						
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE						
901. Interest From	to	@ \$	/day	(days %)		
902. Mortgage Insurance Premium for	months to					
903. Hazard Insurance Premium for	1.0 years to					
904.						
905.						
1000. RESERVES DEPOSITED WITH LENDER						
1001. Hazard Insurance		@ \$	per			
1002. Mortgage Insurance		@ \$	per			
1003. City/Town Taxes		@ \$	per			
1004. County Taxes		@ \$	per			
1005. Assessments		@ \$	per			
1006.		@ \$	per			
1007.		@ \$	per			
1008. Aggregate adjustment		@ \$	per			
1100. TITLE CHARGES		@ \$	per			
1101. Closing Fee	to	Land Title and Escrow, Inc.				
1102. Overnight Express	to					
1103. Initial Escrow Fee	to					
1104. Title Insurance Binder	to					
1105. Document Preparation	to					
1106. Notary Fees	to					
1107. Attorney's Fees	to					
(includes above item numbers)						
1108. Title Insurance	to	Land Title and Escrow, Inc.				
(includes above item numbers)						
1109. Lender's Coverage	\$					
1110. Owner's Coverage	\$	20,000.00				
1111.				Standard		
1112.						
1113.						
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES						
1201. Recording Fees: Deed \$	9.00; Mortgage \$			Releases \$		
1202. City/County Tax/Stamp: Deed				Mortgage		
1203. State Tax/Stamp: Deed				Mortgage		
1204. Record Assignment						
1205.		Land Title and Escrow, Inc.				
1300. ADDITIONAL SETTLEMENT CHARGES						
1301. Survey	to					
1302. Pest Inspection	to					
1303.						
1304.						
1305.						
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)						
By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two-page statement.						

Certified to be a true copy.

Land Title and Escrow, Inc.
Settlement Agent

CLOSING INSTRUCTIONS TO LAND TITLE AND ESCROW, INC.

Closing No. 42470

Date: September 28, 2006

We, the undersigned, hereby instruct LAND TITLE AND ESCROW, INC., hereinafter referred to as "Closing Agent", when in receipt of all documents and monies as set out herein, to close this transaction according to the following instructions and information: The parties have entered into an Agreement for the purchase and sale of subject property entitled Purchase / Sales Agreement dated August 2, 2006, hereinafter referred to as the Agreement. The closing agent is hereby instructed to close the transaction in accordance with the terms of the Agreement as well as these instructions. HOWEVER, in the event the terms of the Agreement and the terms of these instructions shall conflict, the terms of these instructions shall control.

PROPERTY: Block 28 & Part of Block 29 Original Trst. of Acequa,

BUYER: RODNEY JENTZSCH and SHIRLEY JENTZSCH, husband and wife

SELLER: MILBERT MOSER and DARLENE MOSER, husband and wife

Roll _____ Index _____
 Plat _____ Map _____
 Stencil _____ Water Record _____

CERTIFICATE FOR SALE
 OF LANDS LYING WITHIN THE BOUNDARIES
 OF THE MINIDOKA IRRIGATION DISTRICT

We MILBERT MOSER and DARLENE MOSER
 (name and mailing address of Vendor) AND

RODNEY JENTZSCH and SHIRLEY JENTZSCH 20106 5th St. Acequa, Rupert, ID
 (name and mailing address of Vendee)

hereby certify that we are the VENDOR and the VENDEE respectively, of the following described real property in Minidoka County, State of Idaho, to-wit: (If other than a designated farm unit, full legal description required.) _____

SEE ATTACHED EXHIBIT "A"

containing _____ acres of irrigable land.

WE FURTHER CERTIFY, that: This sale of land is evidenced by: warranty deed ☒ contract in escrow ☐ secured contract ☐;

that the party responsible for payment of the irrigation district's assessments and/or charges is:
 for prior year or years Vendor current year Vendee
 Vendor or Vendee Vendor or Vendee

that the effective date of this transaction is September 28, 2006

This CERTIFICATE dated this 28th day of September, 2006 XX

Signature of Witness:

Signatures:

For the Vendor MILBERT MOSER

Vendor DARLENE MOSER

Rodney Jentzsch
 For the Vendee RODNEY JENTZSCH

Shirley Jentzsch
 Vendee SHIRLEY JENTZSCH

NOTE: A Certificate of Sale is required to be filed with the Secretary of the Minidoka Irrigation District for each sale of land. Eligibility for the subsequent delivery of any water to the lands involved from the irrigation system and works of the District shall be contingent upon the filing of such Certificate.

The closing agent is directed to comply with the instructions contained in these instructions and the parties hereto agree to indemnify and hold harmless the closing agent from any and all actions or losses related hereto other than failure to comply herewith, including but not limited to any attorney's fees or costs incurred by the closing agent in defending itself in any such action.

BY THEIR EXECUTION OF THESE INSTRUCTIONS, THE BUYER AND SELLER ACKNOWLEDGE THE FOLLOWING:

- 1) The closing agent is not acting as a representative of either party.
- 2) The documents prepared in connection with this transaction will affect the legal rights of the parties, and the parties rights or interests in these documents may differ.
- 3) Any documents typed by the closing agent have been done so at our direction or the direction of our counsel.
- 4) The closing agent is not licensed to practice law and no legal advice, advice as to the content of the documents, nor advice as to the merits of the transaction has been offered by the closing agent.
- 5) Copies of the Subdivision Plat and Restrictive Covenants where applicable.
- 6) There is currently pending in the District Court, Fifth Judicial District, State of Idaho in and for the County of Twin Falls in Civil Case No. 39576 (the general adjudication of rights to the use of water from the Snake River Basin Water system). The parties may have claims to water rights that are affected in this case. The parties need to make an independent investigation of the claims, because they are matters outside the closing and for which Land Title and Escrow, Inc. is unable to perform services in regards to the water claims.
- 7) Land Title and Escrow, Inc. shall not be responsible for any penalties, or loss of principal or interest or any delays in the withdrawal of the funds which may be imposed by the Depository as a result of the making or redeeming of the investment pursuant to our instructions, nor shall Land Title and Escrow, Inc. be liable for any loss or impairment of funds while those funds are on deposit in a financial institution if such loss or impairment results from the failure, insolvency or suspension of financial institution.
- 8) Idaho Code 55-2501, et seq. is known as the "Idaho Property Condition Disclosure Act" and this transaction may be affected by the Act. Land Title and Escrow, Inc. has advised you to seek separate advise regarding the law and Land Title and Escrow, Inc. has not given you any advise about the law that is not contained in these Closing Instructions. With the execution of these Closing Instructions you are certifying that compliance with the law, if applicable, has been accomplished outside of closing.
- 9) THE CLOSING AGENT HAS ADVISED THE PARTIES HERETO TO SEEK THE ADVICE OF INDEPENDENT COUNSEL IF ANY PART OF THIS TRANSACTION IS NOT FULLY UNDERSTOOD.

ADDITIONAL INSTRUCTIONS:

BUYER:

Rodney Jentzsch
RODNEY JENTZSCH
Shirley Jentzsch
SHIRLEY JENTZSCH

LAND TITLE AND ESCROW, INC.

BY: _____

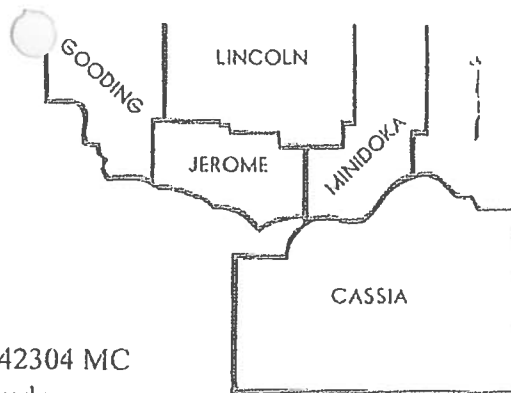
SELLER:

MILBERT MOSER

DARLENE MOSER

Land Title and Escrow, Inc.

A FULL SERVICE TITLE COMPANY



REFER TO: #42304 MC
OFFICE: Burley

September 25, 2006

Mr. and Mrs. Rodney Jentzsch
20106 5th Street
Rupert, ID 83350

RE: Purchase of Property from James Kelton Jensen and Melvin Jensen

In connection with the above referred to matter, please find enclosed the following:

- ☐ Final Billing
- ☒ Original Title Insurance Policy No. J 2227599
- ☐ Original Lenders Insurance Policy No.
- ☒ Original Warranty Deed Nos. 486472 and 486473
- ☐ Original Quitclaim Deed
- ☐ Original Deed of Trust
- ☐ Original Mortgage

It has been a pleasure serving you in this regard. If we can be of assistance to you in the future, please let us know.

LAND TITLE AND ESCROW, INC.

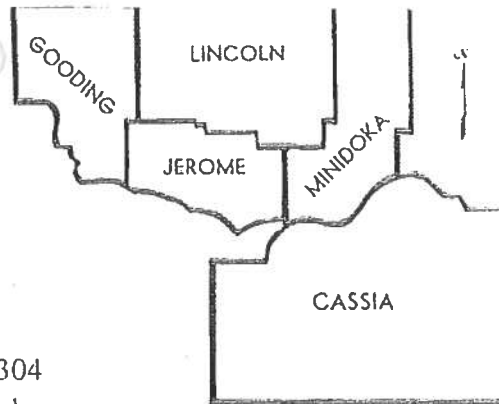

Linda Spaulding
Title Department

LS/kw

enc

Land Title and Escrow, Inc.

A FULL SERVICE TITLE COMPANY



REFER TO: 42304

OFFICE: Burley

August 31, 2006

Rodney and Shirley Jentzsch
20106 5th Street
Rupert, ID 83350

RE: Excess Cash

Dear Rodney and Shirley:

Please find enclosed a Land Title and Escrow, Inc. trust account check in the amount of [REDACTED] which reflects the payment for the excess cash from your purchase of property from James and Melvin Jensen.

Should you have any questions concerning this matter, please do not hesitate to contact me.

Very truly yours,
Land Title and Escrow, Inc.

A handwritten signature in cursive script that reads "Nicole Bruesch".

Nicole Bruesch
Escrow Assistant

WARRANTY DEED

#42304 MC

For Value Received

486472

JAMES KELTON JENSEN, a married man

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

RODNEY JENTZSCH and SHIRLEY JENTZSCH, husband and wife
Address: 20106 5th Street, Rupert, ID 83350

Hereinafter called the Grantee, the following described premises situated in Minidoka County, Idaho, to-wit:

Blocks 43 and 44 of the Original Townsite of Acequia, Minidoka County, Idaho, according to the official plat thereof, now on file in the office of the County Recorder, Minidoka County, Idaho.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto.

SUBJECT TO:

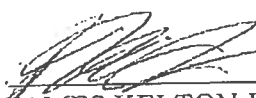
All reservations in patents or deeds in the chain of title.

Taxes for 2006 and subsequent years, a lien, but not yet due or payable.

Any assessments levied, or to be levied, by the City of Acequia.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: August 28, 2006



JAMES KELTON JENSEN

Instrument # 486472

MINIDOKA COUNTY, RUPERT, IDAHO
2006-08-30 04:31:08 No. of Pages: 1

Recorded for: BURLEY LAND TITLE

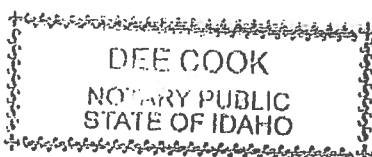
DUANE SMITH

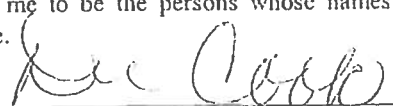
Fee: 3.00

Ex-Officio Recorder Deputy

STATE OF IDAHO)
COUNTY OF ADA) ss.

On this 28 day of August, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES KELTON JENSEN, 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.





Notary Public

Residing at: Boise Idaho

My Commission expires: 3/19/2011

WARRANTY DEED

#42304 m

For Value Received

MELVIN JENSEN, a married man

486473

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

RODNEY JENTZSCH and SHIRLEY JENTZSCH, husband and wife

Address: 20106 5th Street, Rupert, ID 83350

Hereinafter called the Grantee, the following described premises situated in Minidoka County, Idaho, to-wit:

Blocks 43 and 44 of the Original Townsite of Acequia, Minidoka County, Idaho, according to the official plat thereof, now on file in the office of the County Recorder, Minidoka County, Idaho.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto.

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Taxes for 2006 and subsequent years, a lien, but not yet due or payable.

Any assessments levied, or to be levied, by the City of Acequia.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: August 21, 2006

Melvin Jensen

MELVIN JENSEN

Instrument # 486473

MINIDOKA COUNTY, RUPERT, IDAHO

2006-08-30 04:33:12 No. of Pages: 1

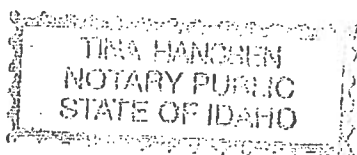
Recorded for : BURLEY LAND TITLE

DUANE SMITH Fee: 3.00

Ex-Officio Recorder Deputy

STATE OF IDAHO)
) ss.
COUNTY OF CASSIA)

On this 21st day of August, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared MELVIN JENSEN, 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.



Tina Hansen
Notary Public

Residing at:

My Commission expires:

Rupert, ID

05/07/09

WARRANTY DEED

#42304

For Value Received

JAMES KELTON JENSEN, a married man

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

RODNEY JENTZSCH and SHIRLEY JENTZSCH, husband and wife
Address: 20106 5th Street, Rupert, ID 83350

Hereinafter called the Grantee, the following described premises situated in Minidoka County, Idaho, to-wit:

Blocks 43 and 44 of the Original Townsite of Acequia, Minidoka County, Idaho, according to the official plat thereof, now on file in the office of the County Recorder, Minidoka County, Idaho.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto.

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Taxes for 2006 and subsequent years, a lien, but not yet due or payable.

Any assessments levied, or to be levied, by the City of Acequia.

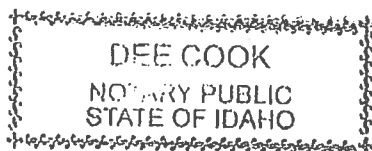
TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

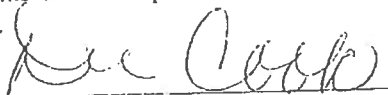
Dated: August 28, 2006


JAMES KELTON JENSEN

STATE OF IDAHO)
COUNTY OF ADA) ss.

On this 28th day of August, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES KELTON JENSEN, 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.




Notary Public
Residing at: Boise Idaho
My Commission expires: 3/19/2011

WARRANTY DEED

#42304

For Value Received

MELVIN JENSEN, a married man

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

RODNEY JENTZSCH and SHIRLEY JENTZSCH, husband and wife
Address: 20106 5th Street, Rupert, ID 83350

Hereinafter called the Grantee, the following described premises situated in Minidoka County, Idaho, to-wit:

Blocks 43 and 44 of the Original Townsite of Acequia, Minidoka County, Idaho, according to the official plat thereof, now on file in the office of the County Recorder, Minidoka County, Idaho.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto.

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Taxes for 2006 and subsequent years, a lien, but not yet due or payable.

Any assessments levied, or to be levied, by the City of Acequia.

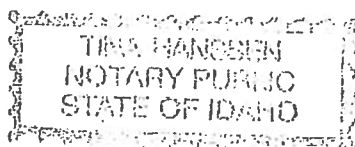
TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: August 24, 2006

Melvin Jensen
MELVIN JENSEN

STATE OF IDAHO)
) ss.
COUNTY OF CASSIA)

On this 24th day of August, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared MELVIN JENSEN, 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.



Tina Hansen
Notary Public
Residing at: Rupert, ID
My Commission expires: 05/07/09

Aug 02 06 03:13p

Jentzsch-Kearl Farms

2085325.0

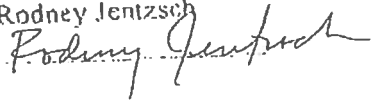
p. 2

PURCHASE / SALE AGREEMENT

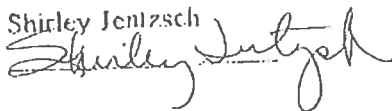
1. Rodney and Shirley Jentzsch agree to pay Melvin Jensen and James K. Jensen the sum of [REDACTED] for the purchase of blocks 43 & 44 of the original town site of Acequia
2. James K. Jensen and Melvin Jensen agree to accept [REDACTED] down and allow Rodney and Shirley Jentzsch to take immediate possession with the balance due upon closing of the sale
3. James K. Jensen and Melvin Jensen agree to sign a water right transfer transferring all water rights that apply to the above-described properties to Rodney and Shirley Jentzsch
4. Closing will take place at Land Title and Escrow in Burley, Idaho
5. James K. Jensen and Melvin Jensen agree to remove any old equipment, metals, wood and other items that they choose to remove by September 1st, 2006 or sooner and inform Rodney and Shirley Jentzsch when said items have been removed. Any remaining items after this date will be removed under the direction of Rodney and Shirley Jentzsch at their discretion.
6. James K. Jensen and Melvin Jensen agree to split the closing costs with Rodney and Shirley Jentzsch.

Date: Aug 4, 2006

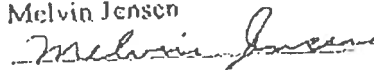
Rodney Jentzsch



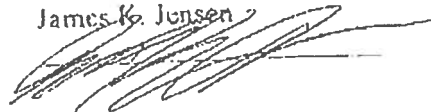
Shirley Jentzsch



Melvin Jensen



James K. Jensen



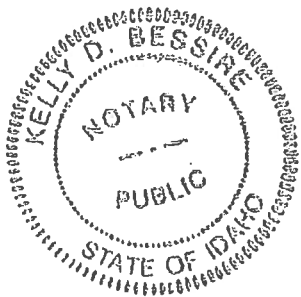
ACKNOWLEDGEMENT CERTIFICATE

State of Idaho)

S.S.

County of Minidoka)

On this 4th day of August, in the year of 2006, before me Kelly D. Bessire, a notary public, personally appeared Rodney and Shirley Jentzsch and Melvin and James K. Jensen, personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Kelly D. Bessire
Notary Public

Residing at: 602 19th St. Rupert, ID 83350
My commission expires: 11-07-08

FIRST AMERICAN TITLE INSURANCE COMPANY

STANDARD OWNERS POLICY

SCHEDULE A

FILE NO.
42304 MC

POLICY NO.
J 2227599
Form No. 1402.92
(10/17/92)

DATE OF POLICY
August 30, 2006
at 4:34 P.M.

AMOUNT
[REDACTED]

PREMIUM
[REDACTED]

1. Name of Insured:

RODNEY JENTZSCH and SHIRLEY JENTZSCH

2. The estate or interest in the land which is covered by this Policy is:

FEE SIMPLE

3. Title to the estate or interest in the land is vested in:

RODNEY JENTZSCH and SHIRLEY JENTZSCH,
husband and wife

4. The land referred to in this Policy is described as follows:

Blocks 43 and 44 of the Original Townsite of Acequia, Minidoka County, Idaho, according to the official plat thereof, now on file in the office of the County Recorder, Minidoka County, Idaho.

LAND TITLE AND ESCROW, INC.

Countersigned: Roberta McCord
Agent

This Policy is valid only if Schedule B is attached.

STANDARD OWNERS POLICY

SCHEDULE B

EXCEPTIONS FROM COVERAGE

Policy Number: J 2227599

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

SECTION I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. Any lien or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

SECTION II

7. Taxes for 2006 and subsequent years, a lien, but not yet due or payable.
8. Any assessments levied, or to be levied, by the City of Acequia.
9. Assessments of the Minidoka Irrigation District and the rights and powers of said District as by law provided.

END OF SCHEDULE B

Schedule B (Owners Policy)

THE FIRST AMERICAN CORPORATION
LAND TITLE AND ESCROW, INC.

Privacy Policy

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our underwriter, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines, and we have adopted these guidelines that govern our use of personal information regardless of its source. These guidelines are called *Fair Information Values*, a copy of which can be found on First American's website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;

Information about your transactions with us, our affiliated companies, or others; and

Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and the *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT		B. TYPE OF LOAN: 1. ☐ FHA 2. ☐ FmHA 3. ☐ CONV. UNINS 4. ☐ VA 5. ☐ CONV. INS.				
		6. FILE NUMBER: 42304		7. LOAN NUMBER:		
		8. MORTGAGE INS CASE NUMBER:				
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.						
D. NAME AND ADDRESS OF BORROWER: RODNEY JENTZSCH SHIRLEY JENTZSCH		E. NAME AND ADDRESS OF SELLER: JAMES KELTON JENSEN MELVIN JENSEN		F. NAME AND ADDRESS OF LENDER:		
G. PROPERTY LOCATION: Blocks 43 and 44 Original Trnst of Acequia Minidoka County		H. SETTLEMENT AGENT: 82-0229956 Land Title and Escrow, Inc. PLACE OF SETTLEMENT 211 West 13th Street Burley, ID 83318			I. SETTLEMENT DATE: August 21, 2006 Disburse 08-22-06	
J. SUMMARY OF BORROWER'S TRANSACTION:				K. SUMMARY OF SELLER'S TRANSACTION:		
100. GROSS AMOUNT DUE FROM BORROWER:				400. GROSS AMOUNT DUE TO SELLER:		
101. Contract Sales Price				401. Contract Sales Price		
102. Personal Property				402. Personal Property		
103. Settlement Charges to Borrower (Line 1400)				403.		
104.				404.		
105.				405.		
Adjustments For Items Paid By Seller in advance				Adjustments For Items Paid By Seller in advance		
106. City/Town Taxes to				406. City/Town Taxes to		
107. County Taxes to				407. County Taxes to		
108. Assessments to				408. Assessments to		
109.				409.		
110.				410.		
111.				411.		
112.				412.		
120. GROSS AMOUNT DUE FROM BORROWER				420. GROSS AMOUNT DUE TO SELLER		
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:				500. REDUCTIONS IN AMOUNT DUE TO SELLER:		
201. Deposit or earnest money				501. Excess Deposit (See Instructions)		
202. Principal Amount of New Loan(s)				502. Settlement Charges to Seller (Line 1400)		
203. Existing loan(s) taken subject to				503. Existing loan(s) taken subject to		
204.				504. Payoff of first Mortgage		
205.				505. Payoff of second Mortgage		
206.				506. Deposit retained by seller		
207.				507.		
208.				508.		
209.				509.		
Adjustments For Items Unpaid By Seller				Adjustments For Items Unpaid By Seller		
210. City/Town Taxes to				510. City/Town Taxes to		
211. County Taxes to				511. County Taxes to		
212. Assessments to				512. Assessments to		
213. 2006 MID Water Assessment				513. 2006 MID Water Assessment		
214.				514.		
215.				515.		
216.				516.		
217.				517.		
218.				518.		
219.				519.		
220. TOTAL PAID BY/FOR BORROWER				520. TOTAL REDUCTION AMOUNT DUE SELLER		
300. CASH AT SETTLEMENT FROM/TO BORROWER:				600. CASH AT SETTLEMENT TO/FROM SELLER:		
301. Gross Amount Due From Borrower (Line 120)				601. Gross Amount Due To Seller (Line 420)		
302. Less Amount Paid By/FOR Borrower (Line 220)				602. Less Reductions Due Seller (Line 520)		
303. CASH (X FROM) (TO) BORROWER				603. CASH (X TO) (FROM) SELLER		

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein. I HAVE CAREFULLY REVIEWED THE HUD-1 SETTLEMENT STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS A TRUE AND ACCURATE STATEMENT OF ALL RECEIPTS AND DISBURSEMENTS MADE ON MY ACCOUNT OR BY ME IN THIS TRANSACTION. I FURTHER CERTIFY THAT I HAVE RECEIVED A COPY OF THE HUD-1 SETTLEMENT STATEMENT.

Borrower

Rodney Jentzsch
 RODNEY JENTZSCH
Shirley Jentzsch
 SHIRLEY JENTZSCH

Seller

James Kelton Jensen
 JAMES KELTON JENSEN
Melvin Jensen
 MELVIN JENSEN

TO THE BEST OF MY KNOWLEDGE, THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.

Land Title and Escrow, Inc
 Land Title and Escrow Agent

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE: TITLE 18 U.S. CODE SECTION 1001 & SECTION 1010

L. SETTLEMENT CHARGES

Page 2

700. TOTAL COMMISSION Based on Price		\$	@	%	FROM BUYER'S FUNDS AT SETTLEMENT	FROM SELLER'S FUNDS AT SETTLEMENT
Division of Commission (line 700) as Follows:						
701. \$	to					
702. \$	to					
703. Commission Paid at Settlement						
704.	to					
800. ITEMS PAYABLE IN CONNECTION WITH LOAN						
801. Loan Origination Fee	1.0000 %	to				
802. Loan Discount	%	to				
803. Appraisal Fee		to				
804. Credit Report		to				
805. Lender's Inspection Fee		to				
806. Mortgage Ins. App. Fee		to				
807. Assumption Fee		to				
808.						
809.						
810.						
811.						
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE						
901. Interest From	to	@ \$	/day (	days	%)	
902. Mortgage Insurance Premium for	months to					
903. Hazard Insurance Premium for	1.0 years to					
904.						
905.						
1000. RESERVES DEPOSITED WITH LENDER						
1001. Hazard Insurance	@ \$	per				
1002. Mortgage Insurance	@ \$	per				
1003. City/Town Taxes	@ \$	per				
1004. County Taxes	@ \$	per				
1005. Assessments	@ \$	per				
1006.	@ \$	per				
1007.	@ \$	per				
1008. Aggregate adjustment	@ \$	per				
1100. TITLE CHARGES						
1101. Closing Fee	to	Land Title and Escrow, Inc.				
1102. Overnight Express	to	Land Title and Escrow, Inc.				
1103. Initial Escrow Fee	to					
1104. Title Insurance Binder	to					
1105. Document Preparation	to					
1106. Notary Fees	to					
1107. Attorney's Fees	to					
(includes above item numbers.)						
1108. Title Insurance	to	Land Title and Escrow, Inc.				
(includes above item numbers)						
1109. Lender's Coverage	\$					
1110. Owner's Coverage	\$	20,000.00		Standard		
1111.						
1112.						
1113.						
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES						
1201. Recording Fees: Deed \$	6.00; Mortgage \$		Releases \$			
1202. City/County Tax/Stamp: Deed			Mortgage			
1203. State Tax/Stamp: Deed			Mortgage			
1204. Record Assignment		Land Title and Escrow, Inc.				
1205.						
1300. ADDITIONAL SETTLEMENT CHARGES						
1301. Survey	to					
1302. Pest Inspection	to					
1303. 2006 Tax Anticipation	to	MINNIDOKA COUNTY TREASURER				
1304.						
1305.						
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)						

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this statement.

Lina Hausman
Land Title and Escrow, Inc.
Settlement Agent

Certified to be a true copy.

CLOSING INSTRUCTIONS TO LAND TITLE AND ESCROW, INC.

Closing No. 42304

Date: August 21, 2006

We, the undersigned, hereby instruct LAND TITLE AND ESCROW, INC., hereinafter referred to as "Closing Agent", when in receipt of all documents and monies as set out herein, to close this transaction according to the following instructions and information: The parties have entered into an Agreement for the purchase and sale of subject property entitled Purchase/Sale Agreement dated August 4, 2006, hereinafter referred to as the Agreement. The closing agent is hereby instructed to close the transaction in accordance with the terms of the Agreement as well as these instructions. HOWEVER, in the event the terms of the Agreement and the terms of these instructions shall conflict, the terms of these instructions shall control.

PROPERTY: Blocks 43 and 44 Original Townsite of Acequia

BUYER: RODNEY JENTZSCH and SHIRLEY JENTZSCH, husband and wife

SELLER: JAMES KELTON JENSEN and MELVIN JENSEN

TERMS: Sale Price [REDACTED]

Payable as follows:

Earnest Money Deposit: [REDACTED] held by Seller

Cash Required at Closing

PRORATION DATE: August 22, 2006 CLOSING DATE: August 21, 2006 The closing agent is instructed to prorate all items to be prorated as of the proration date with the Seller being responsible for all such items up to but not including the date of proration and the Buyer being responsible for such items from and including the date of proration.

The property taxes for 2006 shall be prorated on the basis of 2005 tax assessed in the amount [REDACTED]; parties hereto acknowledge that there may be a difference between the amount of taxes prorated and the actual tax assessment ultimately levied. The parties further acknowledge that under Idaho Code Sections 63-103, 63-2203, and Title 63, Chapter 39 "New and Additional Assessments", "Adjustments of Taxes by the Board of Commissioners", and "Tax on Newly Constructed and Occupied Residential and Commercial Structures", additional taxes may be levied. The parties hereto agree to hold the closing agent harmless for any proration difference or additional taxes and agree to promptly adjust any such difference between themselves. The closing agent shall not prorate any utility charges, unless specifically instructed to do so.

COSTS: The following items shall be paid by BUYER (B), SELLER (S), DIVIDED BETWEEN BUYER AND SELLER EVENLY UNLESS OTHERWISE STATED (D), or PAID OUTSIDE CLOSING (POC).

N/A Attorney's Fees	D Title Insurance, Owners Policy
D Closing Fee	N/A Title Insurance, Loan Policy
N/A Assumption Fee	N/A Initial Escrow Fee
N/A Escrow Collection Fee	

TITLE INSURANCE: Insurer First American Title Insurance Company Order No. 42304

D (X) Standard () Extended coverage owners policy Am [REDACTED]

(

HAZARD INSURANCE:

_ Assume Existing _ Obtain New X None Required

When the closing agent has received all properly executed documents and all funds necessary for the completion of this transaction and the title insurer is in a position to issue the type of policy(s) set out above, subject only to the General Exceptions on Schedule B-Section I and Special Exceptions No.'s 1-5,7-9 as set out in their commitment dated August 3, 2006, and any documents recorded in connection with this transaction, the closing agent is hereby authorized and instructed to record or file all necessary documents and disburse funds deposited in accordance with the amounts shown on the closing statement. Minor adjustments may be made for additional interest due to delay in disbursing or other minor items beyond the control of the closing agent, for which the respective party shall be given an accounting.

In the event this transaction does not close for any reason, the closing agent shall be entitled to reimbursement for any and all cost expended by it and shall be further entitled to an escrow cancellation fee and the parties thereto agree to be jointly and severally liable for same. Further, any earnest money deposited with the closing agent shall be refunded only upon written instructions from the parties hereto, EXCEPT that, in the event the earnest money has been deposited by the Broker, the closing agent is hereby authorized to refund same to the broker's trust account for his disposition to the parties and in the event the closing agent has incurred expenses in connection herewith, the closing agent shall be entitled to retain so much of the earnest money as it is entitled to hereunder for the reimbursement of said expenses.

The closing agent shall have no responsibility for compliance with any truth-in-lending, usury or consumer protection laws of the United States or The State of Idaho, nor any governmental regulations including but not limited to zoning or subdivision ordinances.

The closing agent is directed to comply with the instructions contained in these instructions and the parties hereto agree to indemnify and hold harmless the closing agent from any and all actions or losses related hereto other than failure to comply herewith, including but not limited to any attorney's fees or costs incurred by the closing agent in defending itself in any such action.

BY THEIR EXECUTION OF THESE INSTRUCTIONS, THE BUYER AND SELLER ACKNOWLEDGE THE FOLLOWING:

- 1) The closing agent is not acting as a representative of either party.
- 2) The documents prepared in connection with this transaction will affect the legal rights of the parties, and the parties rights or interests in those documents may differ.
- 3) Any documents typed by the closing agent have been done so at our direction or the direction of our counsel.
- 4) The closing agent is not licensed to practice law and no legal advice, advice as to the content of the documents, nor advice as to the merits of the transaction has been offered by the closing agent.
- 5) Copies of the Subdivision Plat and Restrictive Covenants where applicable.
- 6) There is currently pending in the District Court, Fifth Judicial District, State of Idaho in and for the County of Twin Falls in Civil Case No. 39576 (the general adjudication of rights to the use of water from the Snake River Basin Water system). The parties may have claims to water rights that are affected in this case. The parties need to make an independent investigation of the claims, because they are matters outside the closing and for which Land Title and Escrow, Inc. is unable to perform services in regards to the water claims.
- 7) Land Title and Escrow, Inc. shall not be responsible for any penalties, or loss of principal or interest or any delays in the withdrawal of the funds which may be imposed by the Depository as a result of the making or redeeming of the investment pursuant to our instructions, nor shall Land Title and Escrow, Inc. be liable for any loss or impairment of funds while those funds are on deposit in a financial institution if such loss or impairment results from the failure, insolvency or suspension of financial institution.
- 8) Idaho Code 55-2501, et seq. is known as the "Idaho Property Condition Disclosure Act" and this transaction may be affected by the Act. Land Title and Escrow, Inc. has advised you to seek separate advise regarding the law and Land Title and Escrow, Inc. has not given you any advise about the law that is not contained in these Closing Instructions. With the execution of these Closing Instructions you are certifying that compliance with the law, if applicable, has been accomplished outside of closing.
- 9) THE CLOSING AGENT HAS ADVISED THE PARTIES HERETO TO SEEK THE ADVICE OF INDEPENDENT COUNSEL IF ANY PART OF THIS TRANSACTION IS NOT FULLY UNDERSTOOD.

ADDITIONAL INSTRUCTIONS:

BUYER:

RODNEY JENTZSCH
SHIRLEY JENTZSCH

SELLER:

JAMES KELTON JENSEN
MELVIN JENSEN

LAND TITLE AND ESCROW, INC.

BY: Debra Hansen
Hansen



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 1341 Fillmore Street, Suite 200 • Twin Falls, Idaho 83301-3380
Phone: (208) 736-3033 • Fax: (208) 736-3037 • Web Site: www.idwr.idaho.gov

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

November 15, 2013

CINDY YENTER
WATER DISTRICT #130
1341 FILLMORE ST, STE 200
TWIN FALLS, ID 83301

Hand Delivered

RE: Transfer No. 78873
Water Right No(s): 36-16550, 36-16551, 36-16556, 36-16827

Dear Ms. Yenter:

A copy of the above referenced application is enclosed. Please review the application, then complete the enclosed recommendation form as necessary, and return it to this office within 21 days of the date of this letter.

If the application is approved, IDWR will include appropriate standard conditions of approval for a water right located within a water district, such as regulation by the watermaster, lockable controlling works, and/or measuring devices. Any special conditions or other concerns you have related to this application should be specifically addressed in your recommendation.

IDWR's regional offices can finish reviewing an unprotested application as soon as the protest period has past. Your prompt response to this request will ensure that your recommendation can be considered. If IDWR has not received your written recommendation within 21 days from the date of this letter, IDWR will presume that you do not oppose approval of the application and that you have no comments for IDWR to consider.

Sincerely,

Denise Maline
Administrative Assistant

Enclosure(s)



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 1341 Fillmore Street, Suite 200 • Twin Falls, Idaho 83301-3380
Phone: (208) 736-3033 • Fax: (208) 736-3037 • Web Site: www.idwr.idaho.gov

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

November 14, 2013

RODNEY A JENTZSCH
SHIRLEY S JENTZSCH
20106 5TH ST
RUPERT, ID 83350

RE: Transfer No. 78873
Water Right No(s). 36-16550, 36-16551, 36-16556, 36-16827

Dear Applicant(s):

The Department of Water Resources has received your water right transfer application. Please refer to the transfer number referenced above in all future correspondence regarding this transfer.

A legal notice of the application has been prepared and is scheduled for publication in the **TIMES NEWS on 11/21/2013 and 11/28/2013**. Protests to this application may be submitted for a period ending ten (10) days after the second publication (**December 9, 2013**).

If the application is protested, you will be sent a copy of each protest. All protests must be resolved before the application can be considered for approval. If the protest(s) cannot be resolved voluntarily, the Department will conduct a conference and/or hearing on the matter.

If the application is not protested, the Department will process your application and notify you of any action taken on the application. If your application is approved, the Department will send you a copy of the approval document.

Please contact this office if you have any questions regarding the application.

Sincerely,

Denise Maline
Administrative Assistant

cc:

BROCKWAY ENGINEERING PLLC
C/O GREG SULLIVAN
2016 N WASHINGTON ST STE 4
TWIN FALLS, ID 83301

Maline, Denise

From: Maline, Denise
Sent: Thursday, November 14, 2013 4:08 PM
To: Times News
Subject: LEGAL NOTICE
Attachments: Times News Cover Letter.docx; Times News Ad.docx

Attached please find (1) legal notice being submitted for publication on November 21st & 28th, 2013. Please contact me if you have any questions, or if you are not able to run the ad on the dates requested.

Thank you in advance,

Denise Maline
Administrative Assistant, Southern Region
Idaho Dept of Water Resources
1341 Fillmore St, Ste 200
Twin Falls, ID 83301
(208) 736-3033
denise.maline@idwr.idaho.gov

November 14, 2013

LEGAL NOTICE DEPARTMENT
TIMES NEWS
PO BOX 548
TWIN FALLS, ID 83303-0548

RE: Application For Permit No.(s): 47-17616

RE: Transfer No. 78873
Water Right No(s): 36-16550, 36-16551, 36-16556, 36-16827

RE: Transfer No. 78891
Water Right No(s): 45-13589, 45-256A, 45-2663, 45-275, 45-284B, 45-284C, 45-285, 45-286,
45-327D, 45-517D, 45-523A

Dear Legal Notice Department:

Please publish the enclosed legal notice on the dates indicated (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before December 9, 2013. Your cooperation is appreciated.

Sincerely,

Denise Maline
Administrative Assistant

Enclosure(s)

The following application(s) have been filed to appropriate the public waters of the State of Idaho:

47-17616

ROCKLEDGE ESTATES HOA INC

1200 OVERLAND AVE

BURLEY, ID 83318

Point of Diversion NESESE S15 T10S R18E TWIN FALLS County Source GROUND WATER Tributary

Point of Diversion NESESE S15 T10S R18E TWIN FALLS County Source GROUND WATER Tributary

Use: DOMESTIC 01/01 to 12/31 0.36 CFS 52 AF

Total Diversion: 0.36 CFS 52 AF

Date Filed: 11/8/2013

Place Of Use: DOMESTIC

T10S R18E S15 NESE SESE

Application for permit proposes to divert 0.36 CFS (52 AFA) for domestic in-house use on 58 lots within a subdivision, located approximately 1 - 1.5 mi. N & 1 - 1.25 mi. W of Hansen, locally known as Rockledge Estates. Application proposes to utilize an existing well and a proposed well, within the development, to supply water to homes on the lots. Irrigation within the development is currently and will continue to be supplied by shares of Twin Falls Canal Company.

NOTICE OF PROPOSED CHANGE OF WATER RIGHT

TRANSFER NO. 78873

SHIRLEY S JENTZSCH and RODNEY A JENTZSCH, 20106 5TH ST, RUPERT, ID 83350; has filed Application No. 78873 for changes to the following water rights within MINIDOKA County(s): Right No(s). 36-16550, 36-16551, 36-16556, 36-16827. The purpose of the transfer is to change a portion of the above rights as follows: Transfer application proposes to convert a 6.2 acre portion (0.11 cfs and 11.8 af) of two ground water irrigation rights to year round commercial use at a nursery located approximately 4.0-4.3 miles east and 3.3-4.0 miles north of the city of Rupert. The application also proposes to create a permissible place of use for the commercial use and the irrigation of 51.7 acres. Four existing wells will be used for the commercial use and irrigation of the 51.7 acres and to divert up to a total of 0.9 cfs and 218.6 af.

NOTICE OF PROPOSED CHANGE OF WATER RIGHT

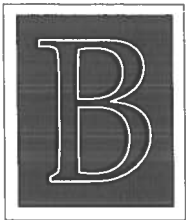
TRANSFER NO. 78891

ALBION 12 INVESTMENTS LLC, 7595 EAST MCDONALD DR #130, SCOTTSDALE, AZ 85250; has filed Application No. 78891 for changes to the following water rights within CASSIA County(s): Right No(s). 45-13589, 45-256A, 45-2663, 45-275, 45-284B, 45-284C, 45-285, 45-286, 45-327D, 45-517D, 45-523A. The purpose of the transfer is to change a portion of the above rights as follows: Application for transfer proposes to change the place of use (POU) and add points of diversion (PODs) for a portion of the following irrigation water rights: 45-284C (Howell Creek, 0.51 CFS), 45-286 (Howell Creek, 1.2 CFS), 45-2663 (Groundwater, 1.0 CFS), and 45-256A (Antone Creek, Pine Creek, Howell Creek, 3.35 CFS). These rights are currently authorized to irrigate 167.7 acres on ground located approximately 2.2 – 2.4 mi. E and 2.8 – 4.3 mi. S of Albion, Idaho. Applicant has recently purchased 21.2 acres within the authorized POU for these rights and seeks to change the POU and add PODs to allow more flexible usage with rights on adjacent ground owned by the applicant, located approximately 1.4 – 2.4 mi. E and 2.0 – 4.7 mi. S of Albion. Rights on this adjacent ground are currently authorized to irrigate 378 acres under the following rights: 45-275 (Springs, 0.24 CFS), 45-284B (Howell Creek, 1.5 CFS), 45-285 (Howell Creek, 0.15 CFS), 45-327D (Howell Creek, 0.70 CFS), 45-517D (Spring Creek, 0.20 CFS), 45-523A (Waste Water, 0.12 CFS), and 45-13589 (Springs, 0.56 CFS). Application proposes to create a permissible place of use (PPU) with all these rights to include adjacent grounds, owned by the applicant, equivalent to 480 acres. If approved, when combined with the split portion of rights 45-284C (45-14449), 45-286 (45-14450), 45-2663 (45-14451), and 45-256A (45-14452) the total allowed irrigation would be 399.2 acres. Additionally, application proposes to add three additional PODs on Howell Creek approximately located the following distances from Albion: 1.8 mi. E and 2.7 mi. S, 1.7 mi. E and 3.2 mi. S, and 1.6 mi. E and 3.4 mi. S, currently authorized under rights 45-284B, 45-285, and 45-327D, to the split portion of rights authorized to be diverted from Howell Creek (45-14449, 45-14450, and 45-14452). In addition, the application proposes to change the point of diversion for the split portion of right 45-2663 (45-14451) to an existing well located approximately 2.2 mi. E and 2.8 mi. S of Albion.

Permits will be subject to all prior water rights. For additional information concerning the property location, contact Southern Region office at (208) 736-3033; or for a full description of the rights &/or proposed transfer, please see www.idwr.idaho.gov/apps/ExtSearch/WRFiling.asp. Protests may be submitted based on the criteria of Sec 42-222 and 42-203A, Idaho Code. Any protest against the approval of this application(s) must be filed with the Director, Dept. of Water Resources, Southern Region, 1341 Fillmore St, Suite 200, Twin Falls, ID 83301 together with a protest fee of \$25.00 for each application on or before December 9, 2013. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on November 21st & 28th, 2013



BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics

Hydrology

Water Resources

RECEIVED

OCT 16 2013

**DEPT. OF WATER RESOURCES
SOUTHERN REGION**

October 14, 2013

Mr. Allen Merritt
Idaho Department of Water Resources
1341 Fillmore St., Suite 200
Twin Falls, ID 83301-3380

RE: Acequia Tree Farm Transfer

Dear Mr. Merritt:

Rodney and Shirley Jentzsch desire to update the water rights located on the tree farm they own in Acequia, Idaho. There are currently four irrigation water rights utilized on the tree farm. An office and doc facility has been constructed on the farm and it is necessary to provide year round commercial water use for the facility.

The proposed transfer will change 6.2 acres of irrigation water from 36-16550 to commercial water use. The commercial water use area will cover the entire tree farm to allow for commercial water use from January 1st through December 31st of each year.

The historical crop on the 6.2 acres to be dried up has been wheat and potatoes. An FSA map, that is provide with this applications, shows a wheat crop being grown. The consumptive use for wheat at the Rupert AgriMet station is 579 mm or 1.9 feet/season of irrigation water consumed by the crop. The 1.9 feet for 6.2 acres is equivalent to an annual volume of 11.8 acre-feet.

There are four existing wells located in the tree farm. All four wells are to be identified as PODs for the irrigation and commercial portions of the water rights. The four wells will be hydraulically connected after the transfer is approved.

Regards,

Greg Sullivan, M.S., Engineer

Cc: Bryan Jentzsch, Rodney A. and Shirley Jentzsch
Enc: FSA Records, Quit Claim Deeds, Aerial Maps, Brockway Engineering Check
11657 for \$525.00

CHARLES E.
BROCKWAY,
PH.D., P.E.

CHARLES G.
BROCKWAY,
PH.D., P.E.

2016 NORTH
WASHINGTON
STREET • SUITE 4

TWIN FALLS,
IDAHO 83301

208•736•8543

FAX: 736•8506