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JUN 05 2013

Department of Water Resources
Eastern Region

Form 42-248/42-1409(6) 10/07

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned.

- Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
35-7537 OK					
35-13708 OK					

- The following **REQUIRED** information must be submitted with this form:
 - The appropriate **FILING FEE**. See instructions for fee amounts.
 - A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
 - Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).

OR

- If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

- Name and Address of Former Owner/Claimant(s)

Mary W. Berrett c/o Marilyn Berrett Henderson

2402 N SEVENOAKS PL

EAGLE, ID 83616
- New Owner/Claimant(s)

C & N family Land Investment, LLC

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

4050 East Lincoln Road

City, State and ZIP Code

Idaho Falls, ID 83401

New Telephone Number

(208) 523-0310

Email: newman@eagleeyeproduce.com

SUPPORT DATA

IN FILE # 35-7537

5. Date you acquired the property March 27, 2012

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature(s) of New Owner(s) or Claimant(s) [Signature]
 Manager of C & N Family Land Investments, LLC (title if applicable)

 (title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by [Signature]
 Received by [Signature]
 Processed by _____ AJ

Date 6/5/2013
 Date 6/5/2013
 Date _____

Receipt Amt. \$100. - \$50 for this
 Receipt No. E038757
 WR JB Date 6/21/2013

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
110 N. Clark Street/PO Box 405
Rigby, ID 83442

Instrument # 396760

RIGBY, JEFFERSON, IDAHO
03-26-2012 02:55:13 PM No. of Pages: 1
Recorded for: FIRST AMERICAN TITLE - RIGBY
CHRISTINE BOULTER Fee: \$10.00
Ex-Officio Recorder Deputy: LK
Index To WARRANTY DEED
Electronically Recorded by Simplifile

FIRST AMERICAN TITLE

413105

Space Above This Line for Recorder's Use Only

WARRANTY DEED

For Value Received, Marilyn Henderson, A Married Woman dealing with her sole and separate property, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto C & N Family Land Investments, LLC, hereinafter called the Grantee, whose current address is P.O. Box 460, Lona, ID 83427, the following described premises, situated in Jefferson County, Idaho, to-wit:

Township 4 North, Range 36 E.B.M., Jefferson County, Idaho

Section 4: Lots 2, 3, and 4; SW $\frac{1}{4}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$

Section 9: W $\frac{1}{2}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$

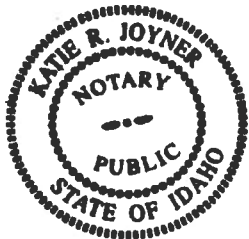
SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

x Marilyn Berrett Henderson
Marilyn Henderson

STATE OF ID)
COUNTY OF Ada)

On this March 28th 2012, before me, a Notary Public in and for said State, personally appeared Marilyn Henderson, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Katie R. Joyner
Notary Public for the State of ID
Residing at: Calo, ID
My Commission Expires: 1/12/18

Policy No.: **81307-43224700****LOAN POLICY OF TITLE INSURANCE**Issued by
Commonwealth Land Title Insurance Company

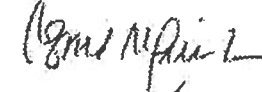
Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 17 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risks 11, 13, and 14, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. This Covered Risk includes but is not limited to insurance against loss from any of the following impairing the lien of the Insured Mortgage
 - (a) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (b) failure of any person or Entity to have authorized a transfer or conveyance;
 - (c) the Insured Mortgage not being properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (d) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (e) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (f) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (g) a defective judicial or administrative proceeding.
10. The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance.

IN WITNESS WHEREOF, the Company has caused this Policy to be signed with the facsimile signatures of its President and Secretary and sealed as required by its By-Laws.

COMMONWEALTH LAND TITLE INSURANCE
Authorized SignatoryBy 
Attest 

11. The lack of priority of the lien of the Insured Mortgage upon the Title
 - (a) as security for each and every advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien for services, labor, or material arising from construction of an improvement or work related to the Land when the improvement or work is either
 - (i) contracted for or commenced on or before Date of Policy; or
 - (ii) contracted for, commenced, or continued after Date of Policy if the construction is financed, in whole or in part, by proceeds of the loan secured by the Insured Mortgage that the Insured has advanced or is obligated on Date of Policy to advance; and
 - (b) over the lien of any assessments for street improvements under construction or completed at Date of Policy.
12. The invalidity or unenforceability of any assignment of the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage in the named Insured assignee free and clear of all liens.
13. The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Insured Mortgage upon the Title
 - (a) resulting from the avoidance in whole or in part, or from a court order providing an alternative remedy, of any transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the Insured Mortgage constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the Insured Mortgage in the Public Records..

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

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

1.
 - (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Section 10 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Indebtedness": The obligation secured by the Insured Mortgage including one evidenced by electronic means authorized by law, and if that obligation is the payment of a debt, the Indebtedness is the sum of

(i) the amount of the principal disbursed as of Date of Policy;

(ii) the amount of the principal disbursed subsequent to Date of Policy;

(iii) the construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the Land or related to the Land that the Insured was and continued to be obligated to advance at Date of Policy and at the date of the advance;

(iv) interest on the loan;

(v) the prepayment premiums, exit fees, and other similar fees or penalties allowed by law;

(vi) the expenses of foreclosure and any other costs of enforcement;

(vii) the amounts advanced to assure compliance with laws or to protect the lien or the priority of the lien of the Insured Mortgage before the acquisition of the estate or interest in the Title;

(viii) the amounts to pay taxes and insurance; and

(ix) the reasonable amounts expended to prevent deterioration of improvements; but the Indebtedness is reduced by the total of all payments and by any amount forgiven by an Insured.

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

(i) The term "Insured" also includes

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

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

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

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

(E) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured, or

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity;

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

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

(f) "Insured Claimant": An Insured claiming loss or damage.

(g) "Insured Mortgage": The Mortgage described in paragraph 4 of Schedule A.

(h) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(i) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(j) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(k) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(l) "Title": The estate or interest described in Schedule A.

(m) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title or a prospective purchaser of the Insured Mortgage to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured after acquisition of the Title by an Insured or after conveyance by an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured of any claim of title or interest that is adverse to the Title or the lien of the Insured Mortgage, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title or the lien of the Insured Mortgage, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation

is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title or the lien of the Insured Mortgage, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, the lien of the Insured Mortgage, or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.

(i) To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized

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by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or

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

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

Upon the exercise by the Company of either of the options provided for in subsections (a)(i) or (ii), all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in those subsections, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the least of

(i) the Amount of Insurance,

(ii) the Indebtedness,

(iii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy, or

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

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title or the lien of the Insured Mortgage, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In the event the Insured has acquired the Title in the manner described in Section 2 of these Conditions or has conveyed the Title, then the extent of liability of the Company shall continue as set forth in Section 8(a) of these Conditions.

(d) In addition to the extent of liability under (a), (b), and (c), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

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

Dbl Cover- ALTA Loan Policy (6/17/06)
NJR 2-16 Effective: 2/15/07 Revised: 9/10/07

(b). In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no

liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title or to the lien of the Insured Mortgage, as insured.

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

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

(a) All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment. However, any payments made prior to the acquisition of Title as provided in Section 2 of these Conditions shall not reduce the Amount of Insurance afforded under this policy except to the extent that the payments reduce the Indebtedness.

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

11. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

12. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) The Company's Right to Recover

Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title or Insured Mortgage and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Insured's Rights and Limitations

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

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

(c) The Company's Rights Against Noninsured Obligors

The Company's right of subrogation includes the Insured's rights against non-insured obligors including the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

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

13. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

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

(b) Any claim of loss or damage that arises out of the status of the Title or lien of the Insured Mortgage or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

15. SEVERABILITY

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

16. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title or the lien of the Insured Mortgage that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

17. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at: P.O. Box 45023, Jacksonville, FL 32232-5023.

Commonwealth Land Title Insurance Company
PO Box 45023
Jacksonville, FL 32232

SCHEDULE A

Order Number	Policy Number	Date of Policy	Amount of Insurance	Premium Amount	Endorsement Amount
159669	81307- 43224700	✓ December 17, 2012 1:37PM	✓ \$6,626,700.00	\$4,797.00	\$100.00

Address Reference: 4931 North 125th West, Idaho Falls, ID 83402
Reference: 10543900

1. Name of Insured:

RABO AGRIFINANCE, INC.

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

FEE SIMPLE

✓ 3. Title is vested in:

C & N Family Land Investments, LLC, an Idaho Limited Liability Company

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

✓ A mortgage to secure an original indebtedness of

Amount: \$6,626,700.00

Dated: November 9, 2012

Mortgagor: C & N Family Land Investments, LLC, an Idaho limited liability company

Mortgagee: Rabo AgriFinance, Inc.

Recorded: December 17, 2012

Recorded #: 401837 (affects Tracts I and II)

✓ A mortgage to secure an original indebtedness of

Amount: \$6,626,700.00

Dated: November 9, 2012

Mortgagor: C & N Family Land Investments, LLC, an Idaho limited liability company

Mortgagee: Rabo AgriFinance, Inc.

Recorded: December 17, 2012

Recorded #: 1434401 (affects Tracts III, IV, V and VI)

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

Tract I:

Part of Section 25, Township 4 North, Range 37 East, Boise Meridian, Jefferson County, Idaho: Beginning at a point that is South 00°00'56" East along the Section line 510.38 feet from the East Quarter corner of Section

*Jefferson
County*
*Boiseville
County*

25, Township 4 North, Range 37 East, Boise Meridian, running thence South 00°00'56" East along said Section line 464.56 feet; thence West 181.95 feet; thence South 39°17'29" West 358.84 feet; thence South 12°45'52" West 99.87 feet; thence South 89°59'04" West 43.27 feet; thence South 14°46'54" West 535.49 feet; thence South 32°34'24" East 228.63 feet; thence South 89°59'38" East 488.35 feet to the East line of said Section 25; thence South 00°00'56" East along said East line 20.01 feet; thence North 89°59'35" West 475.58 feet; thence South 32°34'24" East 154.26 feet; thence North 89°59'38" West 1005.00 feet; thence North 43°05'40" West 514.48 feet; thence North 73°46'09" West 82.34 feet; thence North 16°40'15" East 354.90 feet; thence North 71°20'55" West 163.97 feet; thence South 67°19'12" West 787.95 feet; thence North 02°41'54" East 1733.75 feet; thence South 89°52'25" East 740.99 feet; thence North 00°07'35" East 6.37 feet to the East-West Center Section line of said Section 25; thence South 89°34'05" East along said East-West Center Section line 607.98 feet; thence South 06°13'09" West 522.33 feet; thence South 89°59'59" East 1234.23 feet to the point of beginning.

Parcel A: Beginning at a point that is South 00°00'56" East along the Section line 260.38 feet and West 788.55 feet from the East Quarter corner of Section 25, Township 4 North, Range 37 East of the Boise Meridian, Jefferson County, Idaho, running thence West 418.37 feet; thence South 06°13'02" West 251.48 feet; thence East 445.68 feet; thence North 00°00'56" West 250.00 feet to the point of beginning.

Parcel B:

An Easement Interest as created by Easement Agreement, recorded November 27, 2007 as Instrument No. 364229, described as follows: Part of Section 25, Township 4 North, Range 37 East, Boise Meridian, Jefferson County, Idaho.

Beginning at the Southeast corner of Section 25, Township 4 North, Range 37 East, Boise Meridian, Jefferson County, Idaho, running thence North 00°00'56" West along the Section line 2637.90 feet to the East Quarter corner of Section 25; thence North 89°34'05" West along the East-West Center Section line 1785.52 feet; thence South 00°07'35" West 6.37 feet; thence North 89°52'25" West 151.03 feet to the true point of beginning; running thence North 10°50'16" East 24.94 feet; thence North 00°12'45" East 186.05 feet; thence North 21°54'57" West 376.99 feet more or less to the Northerly Bank of the Ellsworth Canal; thence South 15°19'38" West along said Northerly Bank 70.23 feet; thence South 08°47'06" East 259.81 feet; thence South 05°19'01" East 68.37 feet; thence South 01°10'55" East 167.52 feet; thence South 89°52'24" East 104.42 feet to the true point of beginning.

Excepting therefrom the following 3 (three) parcels:

Parcel 1: Beginning at a point that is South 00°00'56" East along the Section line 1349.94 feet and South 89°59'04" West 948.60 feet from the East Quarter corner of Section 25, Township 4 North, Range 37 East, Boise Meridian, running thence South 89°59'04" West 521.12 feet; thence North 94.84 feet; thence West 191.35 feet; thence North 15°53'33" East 158.34 feet; thence North 74°14'43" East 236.10 feet; thence North 62°18'06" East 117.92 feet to a point of curve having a radius of 165.21 feet and a chord that bears North 75°52'13" East 77.52 feet; thence to the right along said curve 78.25 feet through a central angle of 27°08'13"; thence North 89°26'19" East 262.31 feet; thence South 387.39 feet to the point of beginning.

Parcel 2: Beginning at a point that is South 00°00'56" East along the Section line 1349.94 feet and South 89°59'04" West 1469.72 feet from the East Quarter corner of Section 25, Township 4 North, Range 37 East, Boise Meridian, running thence North 94.84 feet; thence West 191.35 feet; thence South 42°47'53" West 129.35 feet; thence North 89°59'04" East 279.23 feet to the point of beginning.

Parcel 3: Beginning at a point that is South 00°00'56" East along the Section line 510.38 feet from the East Quarter corner of Section 25, Township 4 North, Range 37 East, Boise Meridian, running thence South 00°00'56" East along the Section line 82.00 feet; thence West 252.00 feet; thence North 00°00'56" West 82.00 feet; thence East 252.00 feet to the point of beginning.

GPB

Tract II: Township 4 North, Range 36 East, Boise Meridian, Jefferson County, Idaho;
Section 4: Lots 2, 3 and 4; Southwest Quarter Northeast Quarter; South Half Northwest Quarter; Southwest Quarter.

Section 9: West Half; Southwest Quarter Northeast Quarter; West Half Southeast Quarter.

Tract III:

Commencing at the Southeast corner of Section 23, Township 3 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho; running thence North 00°03'37" West along the Section line 1265.85 feet to the Southerly Rights-of-Way line of a County Road; said point being the TRUE POINT OF BEGINNING; running thence North 89°42'51" West along said Southerly Rights-of-Way line 518.53 feet; thence South 00°26'02" West 506.87 feet; thence South 01°43'53" West 345.71 feet; thence North 88°16'05" West 310.52 feet; thence North 01°43'55" East 844.90 feet to said Southerly Rights-of-Way line; thence North 89°42'51" West along said Southerly Rights-of-Way line 214.54 feet to a point of curve having a radius of 540.00 feet and a chord that bears South 75°02'09" West 284.07 feet; thence to the left along said Rights-of-Way curve 287.46 feet through a central angle of 30°30'00"; thence South 59°47'09" West along said Southerly Rights-of-Way line 625.40 feet; thence South 47°16'17" West along said Southerly Rights-of-Way line 169.63 feet to a point of curve having a radius of 454.26 feet and a chord that bears South 69°38'09" West 318.17 feet; thence to the right along said Rights-of-Way curve 325.06 feet through a central angle of 41°00'00"; thence North 89°51'51" West 77.01 feet to the Easterly Rights-of-Way line of U.S. Interstate 15; thence South 00°07'12" West along said Easterly Rights-of-Way line crossing into Section 26, Township 3 North, Range 37 East of the Boise Meridian 2412.24 feet; thence South 70°25'49" East 199.51 feet; thence North 84°24'08" East 128.70 feet; thence North 67°28'48" East 506.80 feet; thence South 02°43'08" West 251.20 feet; thence South 03°16'42" East 251.30 feet; thence South 18°04'28" West 155.80 feet; thence South 06°35'32" East 172.10 feet; thence South 50°19'52" East 389.50 feet; thence South 34°49'12" East 305.00 feet; thence South 39°12'02" East 191.00 feet; thence South 60°32'32" East 321.50 feet; thence South 48°09'12" East 350.50 feet; thence South 09°02'26" East 111.55 feet; thence South 00°04'56" West 295.47 feet; thence South 26°49'58" West 86.30 feet to the Northerly bank of the Great Western Canal; thence North 68°37'37" East along said Northerly bank 505.38 feet to the East line of said Section 26; thence North 00°10'01" East 1130.10 feet to the East ¼ corner of said Section 26; thence North 89°56'42" East crossing into Section 25, Township 3 North, Range 37 East of the Boise Meridian, along the East-West center Section line 1704.49 feet to the Westerly bank of the Great Western Canal; thence North 12°40'55" East along said Westerly bank 74.58 feet; thence North 14°29'06" East along said Westerly bank 115.37 feet; thence North 16°10'20" East along said Westerly bank 258.88 feet; thence North 15°42'18" East along said Westerly bank 208.07 feet; thence North 12°37'40" East along said Westerly bank 215.21 feet; thence North 17°02'07" East along said Westerly bank 221.82 feet; thence North 16°29'37" East along said Westerly bank 89.55 feet; thence North 11°40'50" East along said Westerly bank 52.99 feet; thence North 00°03'20" East along said Westerly bank 42.12 feet; thence North 12°36'45" West along said Westerly bank 87.48 feet to the South line of the North ½ of the Northwest ¼ of said Section 25; thence North 89°58'48" East along said South line 82.90 feet to a point on the Westerly Rights-of-Way of the Union Pacific Railroad; thence North 14°07'45" East along said Railroad Rights-Of-Way 94.67 feet to the Easterly bank of the Great Western Canal; thence North 12°49'14" West along said Easterly bank 453.76 feet; thence North 02°08'41" West along said Easterly bank 53.09 feet; thence North 16°31'40" East along said Easterly bank 103.86 feet; thence North 21°14'59" East along said Easterly bank 130.96 feet; thence North 24°20'56" East along said Easterly bank 104.01 feet; thence North 30°45'06" East along said Easterly bank 113.81 feet; thence North 22°56'32" East along said Easterly bank 77.82 feet; thence North 21°25'33" East along said Easterly bank 71.98 feet; thence North 10°36'32" East along said Easterly bank 77.37 feet; thence North 06°38'41" West along said Easterly bank 95.86 feet; thence North 19°54'50" West along said Easterly bank 96.00 feet; thence North 27°48'44" West along said Easterly bank 111.33 feet; thence North 28°36'13" West along said Easterly bank 194.39 feet; thence North 31°07'46" West along said Easterly bank 127.25 feet; thence North 14°01'44" West along said Easterly bank 57.64 feet; thence North 01°53'14" East along said Easterly bank 102.63 feet to the Southerly Rights-of-Way of said County road; thence North 81°49'51" West along said Southerly Rights-of-Way line 262.47 feet to point of curve having a radius 1178.92 feet and a chord that bears North 73°19'21" West 348.85 feet; thence to

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the right along said Rights-of-Way curve 350.14 feet through a central angle of 17°01'00"; thence North 64°48'51" West along said Southerly Rights-of-Way line 993.90 feet to a point of curve having a radius of 922.00 feet and a chord that bears North 77°15'51" West 397.54 feet; thence to the left along said Rights-of-Way curve 400.69 feet through a central angle of 24°54'00"; thence North 89°42'51" West along said Southerly Rights-of-Way line 107.10 feet to the TRUE POINT OF BEGINNING.

Tract IV:

Commencing at the Southeast corner of Section 23, Township 3 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho; running thence North 00°03'37" West along the Section line 1331.85 feet; thence North 89°42'51" West 967.98 feet to the TRUE POINT OF BEGINNING; running thence North 00°02'24" West 2177.96 feet; thence North 89°57'36" East 695.62 feet to the West bank of the Great Western Canal; thence South 08°50'42" West along said West bank 204.05 feet; thence South 02°50'57" West along said West bank 225.87 feet; thence South 08°51'15" East along said West bank 384.88 feet; thence South 08°40'26" East along said West bank 380.12 feet; thence South 33°58'10" East along said West bank 177.87 feet; thence South 86°56'55" East along said West bank crossing into Section 24 a distance of 187.00 feet; thence North 74°40'57" East along said West bank 257.26 feet; thence North 83°10'51" East along said West bank 44.35 feet; thence South 82°43'47" East along said West bank 129.13 feet; thence South 65°54'47" East along said West bank 337.46 feet; thence South 25°39'57" East along said West bank 150.37 feet; thence South 19°15'05" East along said West bank 533.14 feet; thence South 31°58'39" East along said West bank 114.45 feet; thence South 43°30'12" East along said West bank 143.77 feet; thence South 55°32'06" East 112.28 feet; thence South 14°17'09" West 296.14 feet to the Northerly Rights-of-Way line of a County road; thence South 64°48'51" East along said Northerly Rights-of-Way line 207.64 feet to a point of curve having a radius of 1112.92 feet and a chord that bears South 73°19'21" East 329.32 feet; thence to the left along said Rights-of-Way curve 330.53 feet through a central angle of 17°01'00"; thence South 81°49'51" East along said Northerly Rights-of-Way line 294.94 feet; thence North 09°26'50" West 98.08 feet; thence North 33°45'30" West 98.15 feet; thence South 77°53'00" West 65.40 feet; thence North 42°40'28" West 42.14 feet; thence North 47°00'55" East 17.12 feet; thence North 04°28'28" East 123.63 feet; thence North 11°04'04" East 36.64 feet; thence North 87°48'31" West 24.56 feet; thence North 11°18'30" East 225.75 feet; thence South 89°29'32" East 220.94 feet to the Westerly Rights-of-Way line of the Union Pacific Railroad; thence North 12°07'40" West along said Railroad Rights-of-Way line 5972.50 feet crossing into Section 13, Township 3 North, Range 37 East of the Boise Meridian; thence South 38°53'30" West 44.58 feet; thence South 83°08'57" West 248.39 feet; thence South 85°44'44" West 280.43 feet; thence North 11°23'45" West 19.09 feet; thence North 58°17'39" East 189.14 feet; thence North 51°38'31" East 111.57 feet; thence North 42°58'50" East 66.14 feet; thence North 31°49'31" East 78.46 feet; thence North 25°37'49" East 113.96 feet; thence South 86°51'30" East 106.52 feet to said Railroad Rights-of-Way line; thence North 12°07'43" West along said Railroad Rights-of-Way line 555.74 feet to the North line of the Southwest ¼ of Section 13, Township 3 North, Range 37 East of the Boise Meridian; thence South 89°53'09" West along said North line 691.87 feet to the East ¼ corner of Section 14, Township 3 North, Range 37 East of the Boise Meridian; thence North 89°45'08" West 1321.66 feet to the Northwest corner of the Northeast ¼ of the Southeast ¼ of said Section 14; thence South 00°10'04" West along the West line of said Northeast ¼ of the Southeast ¼ a distance of 625.53 feet; thence South 78°56'06" East 1309.70 feet; thence South 15°24'54" West 258.45 feet; thence South 88°24'34" West 350.95 feet; thence South 05°37'34" West 817.20 feet; thence South 39°41'44" West 508.50 feet; thence North 87°31'07" West 466.34 feet to said West line; thence South 00°10'04" West 331.60 feet to the Southwest corner of the Southeast ¼ of the Southeast ¼ of said Section 14; thence North 89°32'09" West along the Section line 1276.14 feet to the Easterly Rights-of-Way line of U.S. Interstate 15; thence South 10°56'28" East along said Easterly Rights-of-Way line 247.02 feet to a point of curve having a radius 11609.16 feet and a chord that bears South 05°24'24" East 2236.15 feet; thence to the right along said Rights-of-Way curve 2239.62 feet through a central angle of 11°03'12"; thence South 00°07'12" West along said Easterly Rights-of-Way line 2108.49 feet to the Northerly Rights-of-Way line of a County road; thence South 89°51'51" East along said Northerly Rights-of-Way line 77.04 feet to a point of curve having a radius of 364.26 feet and a chord that bears North 85°20'54" East 60.80 feet; thence to the left along said Rights-of-Way curve 60.87 feet through a central angle of 09°34'30"; thence North 00°08'09" East

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74.93 feet; thence South 89°51'51" East 30.00 feet; thence South 00°08'09" West 40.00 feet; thence South 89°52'17" East 75.38 feet to a point on a curve having a radius of 364.26 feet and a chord that bears North 56°04'58" East 88.11 feet; thence to the left along said Rights-of-Way curve 88.33 feet through a central angle of 13°53'37"; thence North 55°17'49" East along said Northerly Rights-of-Way line 182.79 feet; thence North 59°47'09" East along said Northerly Rights-of-Way line 170.71 feet; thence North 24°47'31" West 199.60 feet; thence North 60°43'23" East 252.16 feet; thence North 68°34'51" East 203.11 feet; thence South 14°25'51" East 169.94 feet to said Northerly Rights-of-Way line; thence North 59°47'09" East along said Northerly Rights-of-Way line 29.20 feet to a point of curve having a radius of 606.00 feet and a chord that bears North 71°34'16" East 247.54 feet; thence to the right along said Rights-of-Way curve 249.30 feet through a central angle of 23°34'14", said point being on the North line of the Southeast ¼ of the Southeast ¼ of said Section 23; thence North 89°38'02" West along said North line 216.07 feet to the Northwest corner of said Southeast ¼ of the Southeast ¼; running thence North 00°02'24" West along the West line of the Northeast ¼ of the Southeast ¼ a distance of 287.52 feet; thence South 89°38'02" East 303.03 feet; thence South 00°02'24" East 282.97 feet to said Northerly Rights-of-Way line; thence South 89°42'51" East along said Northerly Rights-of-Way line 50.00 feet to the TRUE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM TRACT III & IV: That certain property conveyed to the State of Idaho for roadway purposes as disclosed by Book 30 of Judgments at page 383, records of Bonneville County, Idaho.

Parcel A: Together with a 20 foot irrigation and access easement adjacent to the West Bank of the Great Western Canal created by that certain Warranty Deed recorded April 8, 2011 as Instrument No. 1388807 which affects Tracts III & IV previously shown.

Tract V: Southeast Quarter of Section 36, Township 3 North, Range 35 East, Bonneville County, Idaho.

Tract VI: The West half of Section 31 and the West half of Section 30, Township 3 North, Range 36, East of the Boise Meridian, Bonneville County, Idaho, Excepting therefrom the following: Beginning at a point 25 feet North and 26.2 feet East from the Southwest corner of said Section 30, thence North 150 feet, thence East 150 feet, thence South 150 feet, thence West 150 feet to the point of beginning.

END OF SCHEDULE A

CP

LOAN POLICY

Order No.: 159669

Policy No.: 81307-43224700

SCHEDULE B

EXCEPTIONS FROM COVERAGE

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

PART I

GENERAL EXCEPTIONS:

- ✓ 1. Rights or claims of parties in possession not shown by the public records.
- ✓ 2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- ✓ 3. Easements, or claims of easements, not shown by the public records.
- ✓ 4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- ✓ 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights or easements appurtenant to water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
- ✓ 6. Taxes or special assessments which are not shown as existing liens by the public records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

- ✓ 7. General Taxes for the year 2012 a Lien, the first half is paid and the second half is a lien not yet due and payable within 30 days of closing.
- ✓ 8. General Taxes for the year 2012 are paid (affects Tracts V and VI)
- ✓ 9. Financing statements, seed liens against crops which are filed in the office of the Secretary of State.
- ✓ 10. Ditch, road and public utility easements as the same may exist over said premises.
- ✓ 11. Rights of the public in and to that portion of the premises lying within N 3300 E. (Affects Tract I).
- ✓ 12. Rights, interests or claims which may exist or arise by reason of the following matters disclosed by an inspection or survey:
canals running through said property. (Affects Tract I)
- ✓ 13. Rights, interests, or claims which may exist or arise by reason of the following fact(s) shown on a survey plat entitled Survey
Prepared by: Mountain River Engineering
Recorded: August 29, 2002
Instrument No.: 316747
Fact(s): fence lines (affects Tract I)

159669

14. The interest of Nephi Johnson, heirs and/or devisees Disclosed by Instrument
Recorded: December 3, 1908 In Book 14 at Page 235.
Recorded: July 31, 1914 in Book 2 at Page 637
As per the property gap left by deeds:
Recorded: October 25, 1926 in Book 87 at Page 533 and
Recorded: February 24, 1939 in Book 118 at Page 519. (affects Tract I)
15. An easement for the purpose shown below and rights incidental thereto as set forth in a document:
Granted To: C & N Family Limited Partnership, an Idaho Limited Partnership
Purpose: roadway access easement
Recorded: January 10, 2000
Instrument No.: 300977 (affects Tract I)
16. Rights, interests, or claims which may exist or arise by reason of the following fact(s) shown on a survey plat entitled survey
Prepared by: Ellsworth & Associates, PLLC
Recorded: July 30, 2007
Instrument No.: 360804
Fact(s): fence lines (affects Tract I)
17. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted To: PacifiCorp d/b/a Rocky Mountain Power
Purpose: Public Utilities
Recorded: November 5, 2007
Instrument No.: 363631 (affects Tract I)
18. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted To: Utah Power & Light Company
Purpose: Public Utilities
Recorded: June 16, 1955
Book 154 of Miscellaneous, page 401 (Affects Tract III)
19. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein.
Lessor: Mary W. Berrett, a widow
Lessee: Pan American Energy L.L.C.
Recorded: November 21, 2006
Instrument No.: 353894
- Assignment of Lease
Assignor: Pan American Energy, L.L.C., a Texas Limited Liability Company
Assignee: Doina Capital, LLC, a Delaware limited liability company
Recorded: June 17, 2010
Instrument No.: 385200 (which includes additional property) (Affects Tract III)
20. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein.
Recorded: June 25, 2008
Instrument No.: 369332 (Affects Tract III)
21. Levies and assessments of the New Sweden Irrigation District, and the rights, powers and easements of said district as by law provided. (affects Tracts III & IV)
22. Rights of the public in and to that portion of the premises lying within I-15; Payne Road; River Road; and/or railroad right of way. (affects Tracts III & IV)

NNDP

- ✓ 23. Rights, interests or claims which may exist or arise by reason of the following matters disclosed by an inspection or survey:
Great Western Canal Company as disclosed by the County Assessors Map (affects Tracts III & IV)
- ✓ 24. An easement for the purpose shown below and rights incidental thereto as set forth in a document:
Granted To: William J Johns and John L Blomquist
Purpose: ditch right of way
Recorded: April 15, 1893
Book N of Deeds, Page 341 (affects Tract III)
- ✓ 25. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted To: Utah Power and Light Company
Purpose: Public Utilities
Recorded: August 15, 1966
Instrument No.: 363696 (affects Tracts III & IV)
- ✓ 26. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted To: Utah Power and Light Company
Purpose: Public Utilities
Recorded: November 15, 1966
Instrument No.: 366538 (affects Tract IV)
- ✓ 27. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted To: John Gruver and Lorraine Gruver
Purpose: Public Utilities
Recorded: September 20, 1978
Instrument No.: 549935 (affects Tracts III & IV)
- ✓ 28. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted To: Utah Power and Light Company
Purpose: Public Utilities
Recorded: May 5, 1981
Instrument No.: 606036 (affects Tract III)
- ✓ 29. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted To: Utah Power and Light Company
Purpose: Public Utilities
Recorded: May 5, 1981
Instrument No.: 606037 (affects Tracts III & IV)
- ✓ 30. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted To: Utah Power and Light Company
Purpose: Public Utilities
Recorded: May 5, 1981
Instrument No.: 606038 (affects Tracts III & IV)
- ✓ 31. An easement for the purpose shown below and rights incidental thereto as set forth in a document:
Granted To: Dick L Copeland and Teresa Copeland, husband and wife
Purpose: permanent right of way and easement
Recorded: May 8, 1995
Instrument No.: 729455 (affects Tracts III & IV)

- ✓ 32. Agreement and the terms and conditions contained therein
Between: Wayne S Landon and Jeanine B Landon aka Jeanine Landon, husband and wife
And: Ladd Holmquist, a single man
Entitled: Warranty Deed
Recorded: July 3, 1996
Instrument No.: 923788 (affects Tracts III & IV)
- ✓ 33. An easement for the purpose shown below and rights incidental thereto as reserved in a document:
Purpose: easement to run water in North and East ditch
Recorded: August 20, 1997
Instrument No.: 948927 (affects Tract IV)
- ✓ 34. An easement for the purpose shown below and rights incidental thereto as reserved in a document:
Purpose: 20 foot irrigation and access easement adjacent to the West bank of the Great Western Canal
Recorded: April 8, 2011
Instrument No.: 1388807
Affects: 20 foot irrigation and access easement adjacent to the West bank of the Great Western Canal (affects Tract III & IV)
- ✓ 35. Rights of the public in and to that portion of the premises lying within 125th West (Moeller Road) and 65th North.
- ✓ 36. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted To: Utah Power and Light Company
Purpose: Public Utilities
Recorded: August 24, 1956
Book: 16 of Leases and Contracts, Page: 187 (Affects Tracts V & VI)
- ✓ 37. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted To: Utah Power and Light Company
Purpose: Public Utilities
Recorded: November 23, 1958
Book: 19 of Leases and Contracts, Page: 205 (Affects Tracts V & VI)
- ✓ 38. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted To: Utah Power and Light Company
Purpose: Public Utilities
Recorded: January 26, 1961
Book: 21 of Leases and Contracts, Page: 423 (Affects Tracts V & VI)
- ✓ 39. Terms, provisions, covenants, conditions, definitions, options, obligations and restrictions, contained in a document
Purpose: Agricultural Exception Statement for Exclusive Agricultural Use Buildings
Recorded: December 23, 2009
Instrument No.: 1352564 (Affects Tract V)
- ✓ 40. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted To: PacifiCorp, an Oregon Corporation, dba Rocky Mountain Power
Purpose: Public Utilities
Recorded: November 5, 2007
Instrument No.: 363630 (Tract I, Parcel B)
- CS

- ✓ 41. Agreement and the terms and conditions contained therein
Between: The Demont J. Crystal and Glenna May Crystal Family Trust
And: C&N Family Land Investments, an Idaho Limited Liability Company
Purpose: Easement Agreement
Recorded: November 27, 2007
Instrument No.: 364229 (Tract I, Parcel B)
- ✓ 42. An easement for the purpose shown below and rights incidental thereto as set forth in a document:
Granted To: Alan C. Batt and Millie Batt
Purpose: underground power and irrigation pipe
Recorded: January 31, 2008
Instrument No.: 365701 (Tract I, Parcel B)

END OF SCHEDULE B - PART I

2

LOAN POLICY

Order No.: 159669

Policy No.: 81307-43224700

**SCHEDULE B
PART II**

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

N/A

END OF SCHEDULE B

Countersigned:


Authorized Signature



ENDORSEMENT

ATTACHED TO POLICY NUMBER 81307-43224700

ISSUED BY

Commonwealth Land Title Insurance Company

File No.: 159669

The Company insures against loss or damage sustained by the Insured by reason of:

1. The invalidity or unenforceability of the lien of the Insured Mortgage resulting from its provisions that provide for changes in the rate of interest.
2. Loss of priority of the lien of the Insured Mortgage as security for the unpaid principal balance of the loan, together with interest as changed in accordance with the provisions of the Insured Mortgage, which loss of priority is caused by the changes in the rate of interest.

"Changes in the rate of interest", as used in this endorsement, shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the Insured Mortgage at Date of Policy.

This endorsement does not insure against loss or damage based upon:

1. usury, or
2. any consumer credit protection or truth in lending law.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: December 17, 2012

Commonwealth Land Title Insurance Company

Countersigned By:


Authorized Signatory

CP

ENDORSEMENT

**ATTACHED TO POLICY NUMBER 81307-43224700
ISSUED BY
Commonwealth Land Title Insurance Company**

File No.: 159669

Said policy is hereby amended by deleting Paragraph 13 of the Conditions of the ALTA Loan Policy (6-17-06) to which this endorsement is attached.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

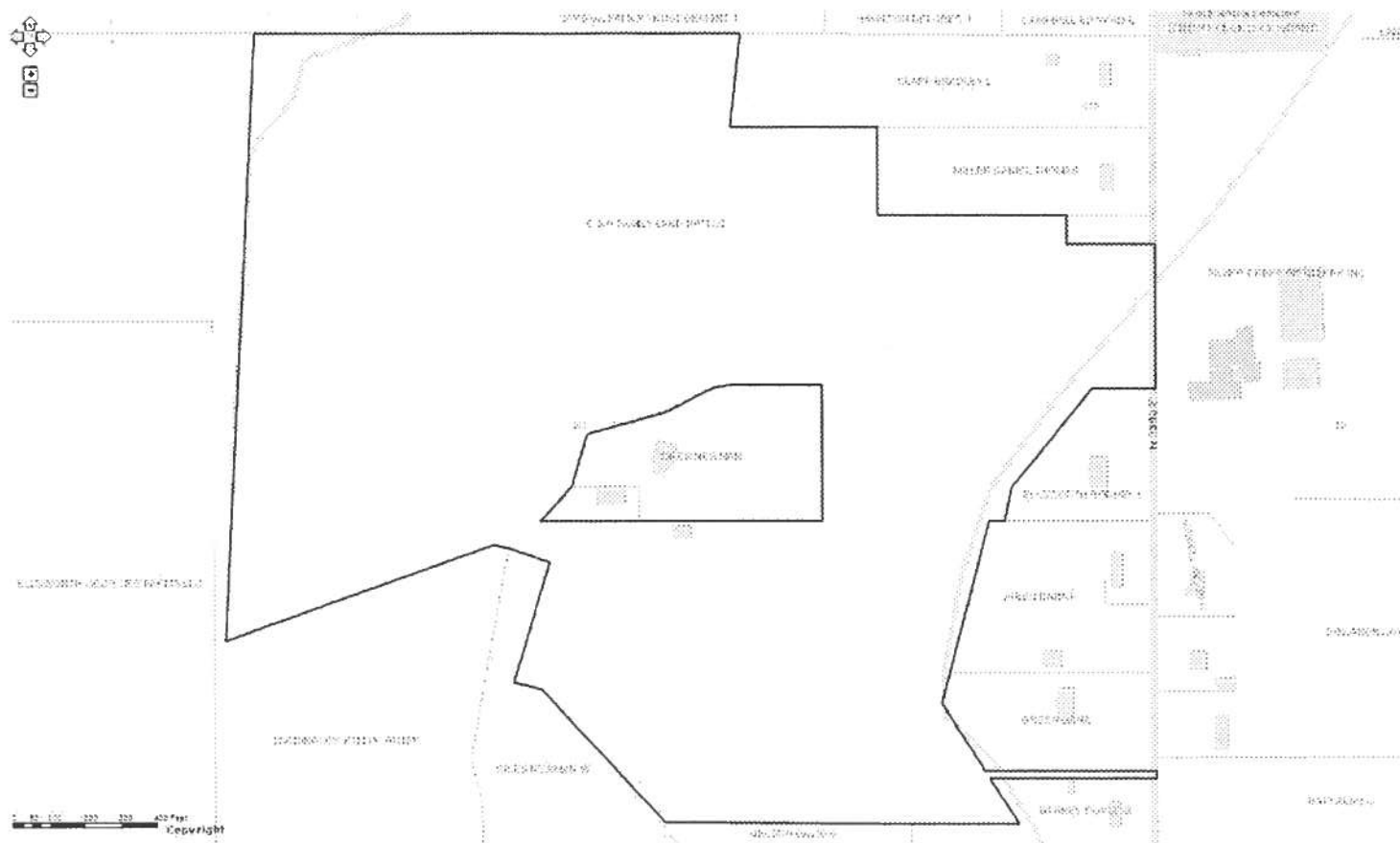
Commonwealth Land Title Insurance Company

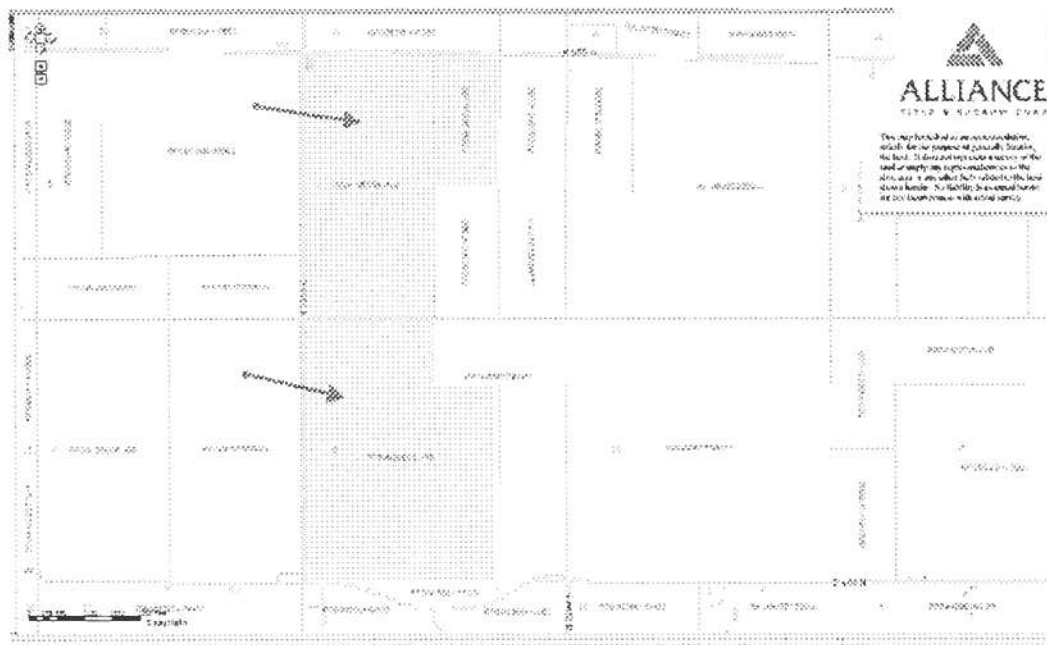
Countersigned by:



Authorized Countersignature







36, T3N, R35E

1000 1000 1000 1000



ALLIANCE
TITLE & ESCROW CORP.

**4931 North 125th West
Idaho Falls, ID 83402**

THIS MAP IS FURNISHED AS AN
ACCOMMODATION STRICTLY FOR THE
PURPOSES OF GENERALLY LOCATING
THE LAND. IT DOES NOT REPRESENT A
SURVEY OF THE LAND OR IMPLY ANY
REPRESENTATIONS AS TO THE SIZE,
AREA OR ANY OTHER FACTS RELATED
TO THE LAND SHOWN THEREOF.

