



Land Title and Escrow, Inc.

Focused on Service, Positioned for the Future
May 7, 2013

RECEIVED

MAY 08 2013

DEPT. OF WATER RESOURCES
SOUTHERN REGION

Idaho Department of Water Resources
1341 Fillmore St. STE 200
Twin Falls ID 83301

RE: Escrow No. 13099
Lund/Janss Farms

Dear Mam/Sir:

Enclosed please find a copy of the **Paid** Promissory Note and recorded Satisfaction of Mortgage between Jeffrey A. Lund and Julie A. Lund and Janss Farms, Inc. Please release the security interest of Janss Farms, Inc. on Water right no. 36-16706 based upon these documents.

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

Very truly yours,
Land Title and Escrow, Inc.

Lorie A. Scott
Escrow Department

encl.

Box 177 • Burley, Idaho • 83318
Ph: 208.878.3524
Fx: 208.878.4435
lteb@pmt.org

Box 5375 • Twin Falls, Idaho • 83303-5375
Ph: 208.933.2650
Fx: 208.933.2655
ltetf@pmt.org

Box 473 • Gooding, Idaho • 83330
Ph: 208.934.8477
Fx: 208.934.5890
lteg@pmt.org

Box 111 • Rupert, Idaho • 83350
Ph: 208.436.0606
Fx: 208.436.1199
lter@pmt.org

Box 349 • Jerome, Idaho • 83338
Ph: 208.324.3357
Fx: 208.324.8961
ltej@pmt.org

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DEPT. OF WATER RESOURCE
SOUTHERN REGION

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that Janss Farms, Inc., does hereby certify and declare that a certain Mortgage made and executed by Jeffrey A. Lund and Julie A. Lund, the parties of the first part therein, to Janss Farms, Inc., party of the second part therein, dated February 29, 2008 and recorded February 29, 2008, as Instrument No. 225517, records of Gooding County, Idaho, together with the debt thereby secured, is FULLY PAID, SATISFIED AND DISCHARGED.

We are also releasing any security interest in 117 inches of Water right number 36-7460T filed with the State of Idaho Department of Water Resources.

DATED: January 28, 2008

Janss Farms, Inc.

[Signature]
by Peter Janss, President

[Signature]
by Allison Janss, Secretary/Treas

STATE OF IDAHO)
) ss.
COUNTY OF Gooding)

On this 28th day of February, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Peter Janss and Allison Janss, known or identified to me to be the President and Secretary whose name subscribed to the within instrument, and acknowledged to me that executed the same.

[Signature]
Notary Public
Residing at: Jerome ID
My Commission expires: 02-23-2011

Becky Shubert
Notary Public
State of Idaho

Instrument # 244669

GOODING, GOODING, IDAHO

5-6-2013 10:40:44 No. of Pages: 1

Recorded for : LAND TITLE AND ESCROW

DENISE M. GILL

Fee: 10.00

Ex-Officio Recorder Deputy

[Signature]

pg
A3

PROMISSORY NOTE

~~1446 E 2950 S~~

Gooding, Idaho, February 29, 2008

After date, for value received, JEFFREY A. LUND and JULIE A. LUND, or either of us, promise and agree to pay to the order of JANSS FARMS, INC. at Bliss, Idaho, the sum of ~~500,000.00~~ ~~Five Hundred Fifty Nine Thousand Dollars (\$559,000.00)~~, in lawful money of the United States of America, in the following manner:

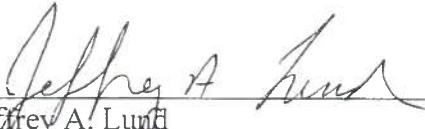
In equal annual installments of ~~One Hundred Sixty Seven Thousand Three Hundred and Fifty Dollars (\$167,350.00)~~ ~~and 05/100 Dollars (\$0.10)~~, the first of such installments to be made on or before February 28, 2009 and subsequent installments on or before that same date of each year thereafter. The deferred balance shall bear interest at the rate of six percent (6%) per annum from the date of closing. As each payment is made the same shall be applied first to the accrued interest and the balance to principal. The entire unpaid balance shall be due on or before February 28, 2016.

Together with interest thereon at the rate of six per cent per (6%) annum from date of closing until paid. Interest payable in the following manner: AS SET FORTH ABOVE.

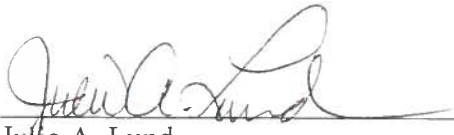
In case of default in the payment of any of such principal sums of money, or any part thereof, as provided above, or if interest be not paid as herein specified, then it shall be optional with payee, its executors, or assigns, to consider the whole of said principal sums expressed in this note as immediately due and payable.

Makers, their sureties, guarantors and endorsers hereof severally waive presentment for payment, protest and notice of protest of nonpayment of this note.

If suit be instituted for the collection of this note, or any part thereof, the undersigned agree to pay, in addition to other sums, such amount as the court may adjudge reasonable as attorney fees.



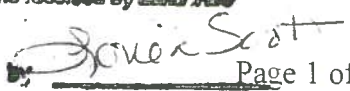
Jeffrey A. Lund
1446 E 2950 S
Wendell ID 83355



Julie A. Lund
1446 E 2950 S
Wendell ID 83355

This certifies that the Promissory Note has been properly
filed according to the instructions received by Land Title
and Escrow, Inc.

PROMISSORY NOTE (Janss/Lund) 2008



Page 1 of 1