



Holden Kidwell
Hahn & Crapo P.L.L.C.
L A W O F F I C E S

RECEIVED

JUN 13 2012

Department of Water Resources
Eastern Region

1000 Riverwalk Drive, Suite 200
PO Box 50130
Idaho Falls, Idaho 83405

Tel: (208) 523-0620
Fax: (208) 523-9518
www.holdenlegal.com

Email: rharris@holdenlegal.com

June 12, 2012

Idaho Department of Water Resources
Attn: Blake Jordan
900 North Skyline Drive, Suite A
Idaho Falls, ID 83402-1718

RE: Description of Place of Use and Necessary Consents Needed for Water Right Transfer for Water Right Nos. 2242B and 22-10897.

Dear Blake:

This letter is a companion to the *Application for Transfer* submitted on June 7th. Because the land ownership of Lee Sutton's farm is somewhat complicated, I felt as though I needed to provide you additional information.

Lee Sutton farms a number of acres in Madison County, Idaho. Over the years, he has installed a number of center pivots which cover parcels that are owned by he and his wife, as well as parcels owned by a number of different individuals. Enclosed is a map, which was printed from Madison County's GIS website, that shows tax parcel data. I have taken the liberty of drawing lines to better highlight the parcel boundaries, and then for ease of reference, have printed out the actual parcel reports, and given each parcel its own individual number. At this point I believe it would be helpful to walk through each of these parcels, and then describe where we believe consents are or are not necessary for the approval of this transfer.

The background for the need to file the *Transfer Application* is set forth in the actual application documents. One of the requirements of the transfer is to obtain the consent of any lien holders, which on a portion of the irrigated farm ground, is held by The Bank of Commerce. Parcels 1 through 3 were previously owned by the Afton Hansen Trust, who recently sold the property to Mr. Sutton, and this is the property that is subject to the Bank of Commerce mortgage. Evidence of that transaction is contained in the Real Estate Mortgage that was submitted along with the *Notice of Security Interest* submitted by The Bank of Commerce, a copy of which is enclosed for your convenience. Therefore, Mr. Sutton owns that property, and we are in the process of obtaining a consent from The Bank of Commerce, which we will provide when it is received.

Parcels 4 through 9 are owned by Lee Sutton and his wife, Heddy, and therefore no consent is needed for rearrangement of acres on these parcels.

Established in 1896

The following parcels are owned by other individuals and/or entities:

Parcels 10 and 11: Randall and Gwen Sutton;
Parcel 12: Richard Sutton;
Parcel 13: Grover Farm Limited;
Parcels 14 and 15: Covington Brothers LLC (Joyce Covington);
Parcels 16 and 17: Garth and Jolene Sutton;
Parcels 18 and 19: Robert Smith;
Parcel 20: Joyce Byrne.

We have also included the parcel information for what has been designated as Parcel No. 21, which is owned by Randall Sutton. This is the parcel that is authorized to be irrigated by Water Right No. 22-2242A, and is not subject to this transfer, although it is used to irrigate part of Lee Sutton's farm.

As you know, the law in Idaho is clear that a water right can be held separately from the person owning the underlying property. In this particular case, Lee Sutton submitted a claim for and received a decree in the Snake River Basin Adjudication for the two water rights that are the subject of the *Transfer Application*. Of the lands already included under that decree, only parcels 18, 19 and 20 include lands that were not previously authorized under that particular water right. Because of that, our legal position is that it is not necessary to obtain the consents of the lands owners who have already consented to the inclusion of the water right in Mr. Sutton's name on their property. These properties were never owned by Mr. Sutton, nor has he recently conveyed title to them which would potentially entitle them to a split of the water rights. They have been leased by Mr. Sutton for many years and irrigated under his water rights, as evidenced by review of aerial photography.

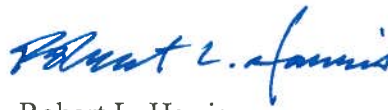
We understand the Department's typical position is to obtain consents from all underlying property owners, but we have often wondered what happens if the underlying land owner, who does not have title to the water right, objects to the transfer. The water right holder owns the water right, and is entitled under Idaho law to amend the elements of the water right pursuant to Idaho Code 42-222. Because of that, we believe it is unnecessary to obtain any consents from the underlying land owners upon whose land the water right is already authorized to irrigate. It is Mr. Sutton's prerogative to rearrange the place of use on their properties as he sees fit.

With regard to parcels 18, 19 and 20 however, these lands have never been irrigated with Mr. Sutton's water rights. Therefore, consents would be necessary under the Department's policies. Those consents were previously provided in our *Transfer Application*.

Idaho Department of Water Resources
June 12, 2012
Page 3 of 3

We hope the information we have provided is helpful in understanding the place of use issues associated with this particular transfer. In short, we will be sending you a consent from the mortgage holder on parcels 1-3, and we have already provided consents from the land owners who own parcels 18-20. No other consents, in our view, are necessary for any of the remaining parcels. If you wish to discuss the issue further, please let us know. We appreciate your attention to this matter.

Best Regards,



Robert L. Harris
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

Enclosures



Holden Kidwell
Hahn & Crapo P.L.L.C.
L A W O F F I C E S

1000 Riverwalk Drive, Suite 200
PO Box 50130
Idaho Falls, Idaho 83405

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JUN 08 2012

Department of Water Resources
Eastern Region

June 7, 2012

Idaho Department of Water Resources
Attn: Blake Jordan
900 North Skyline Drive, Suite A
Idaho Falls, ID 83402-1718

RE: *Application for Water Right Transfer for Water Right Nos. 22-2242B and 22-10897, Filed in the Name of Lee Sutton.*

Dear Blake:

Enclosed for processing is an *Application for Water Right Transfer* which proposes to create an 824 acre permissible place of use for Water Right Nos. 22-2242B and 22-10897. The transfer is necessary because the Applicant, Lee Sutton, received a Potential Notice of Violation, which he is seeking to address through this transfer and an associated and already approved water bank rental. The water bank rental documents are enclosed with the transfer, and authorize the irrigation of 46 acres. There is also another water right used on Mr. Sutton's farm, which is Water Right No. 22-2242A, which is not being impacted by this transfer. Collectively, with Water Right No. 22-2242A, Sutton's water rights, and the water bank rental, the farm can irrigate a collective total of 884 acres, which is everything designated on the single cross hatch designation included as the map at item 7b of the *Transfer Application*.

Additionally, we know that the Water Right No. 22-2242B has a season of use that ends on November 1st. To make sure that that right is consistent with its associated Water Right No. 22-10897, we request that that now be amended to October 31st.

Because we are only rearranging acres, we are submitting a filing fee on the basis of 1.38 cfs, because only 69 acres are being rearranged. This is consistent with prior Department practice. If we are incorrect with regard to this fee, please let us know.

Because we are only rearranging the place of use, and correcting a season of use clerical error, it does not appear that the water right transfer needs to be advertised. If my understanding is incorrect, please let me know.

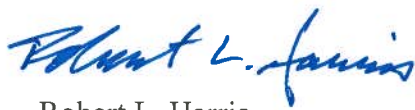
Additionally, as you can see, we have generated GIS shape files to depict the permissible place of use. We will email it to you at your request.

Idaho Department of Water Resources
June 7, 2012
Page 2 of 2

Lastly, we are going to provide, by separate letter and enclosures, a detailed explanation of the place of use, and provide you ownership documents for your information. Because the matter is somewhat complicated, it is probably best addressed in its own separate letter, which we will provide.

If you have any questions or concerns, please do not hesitate to contact me.

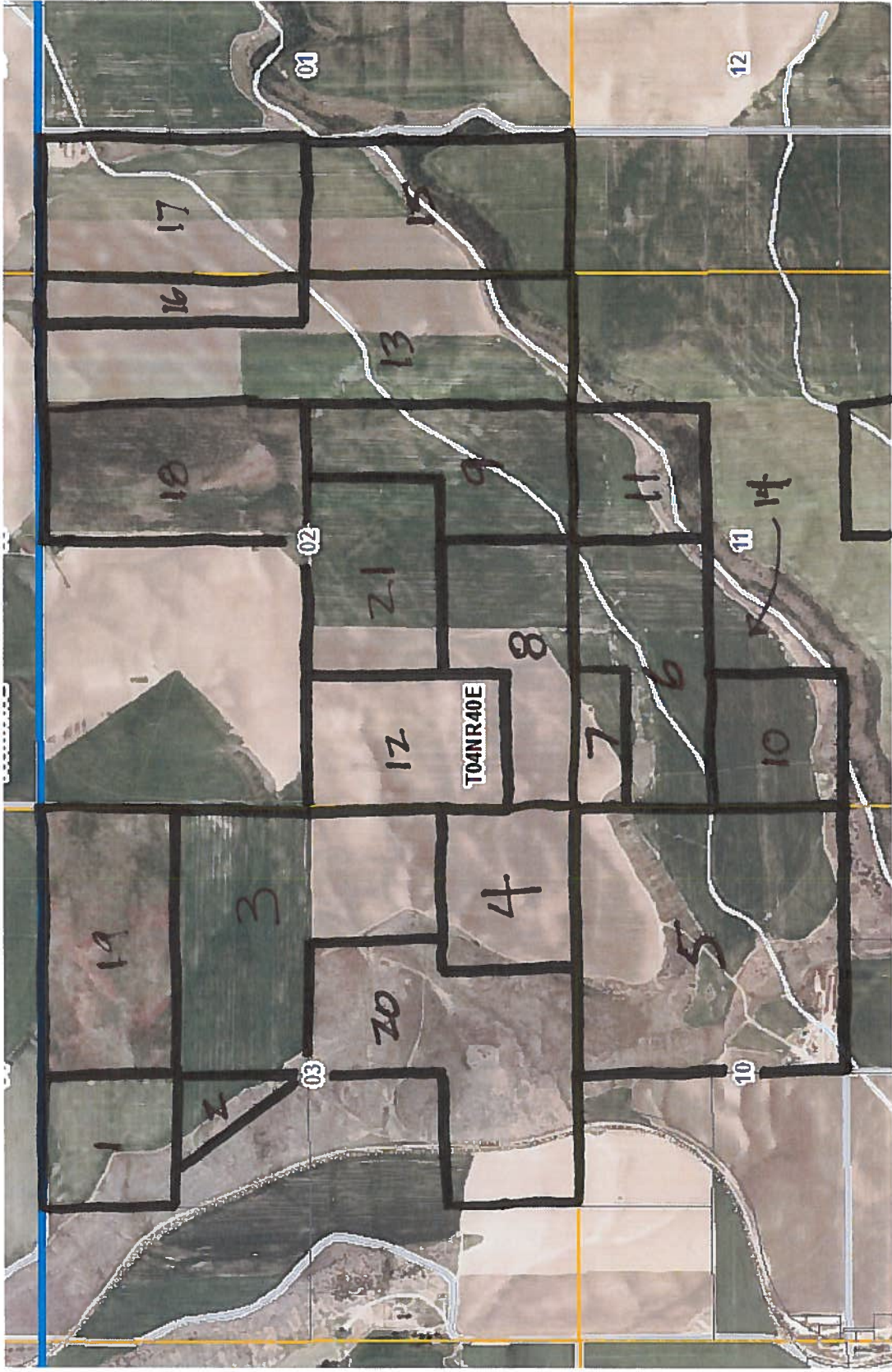
Best Regards,



Robert L. Harris
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

Enclosure

SUTTON PARCEL MAP



Parcel 1

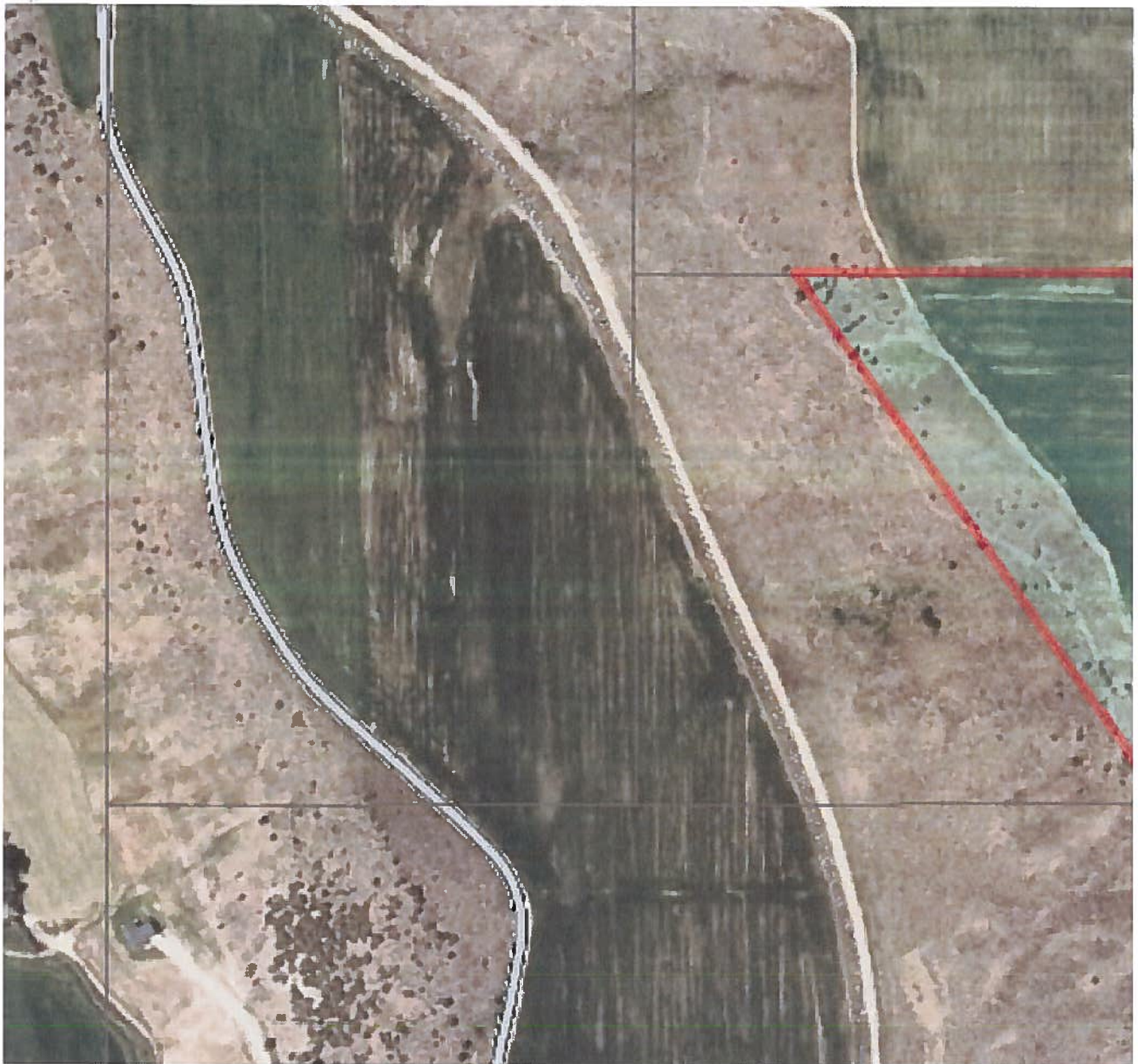
PIN RP04N40E032401
Primary HANSEN AFTON
E TRUST
Physical
Mailing 270 S 500 W
RICHFIELD, UT
84701
Secondary
Instrument # 240169
137630
Inspected 2010
2010 Taxes \$182.46
2011 Taxes \$196.94
Bedrooms 0
Bathrooms 0.00000000
Total Sq Ft 0.00000000 sq ft
Year Built 0
Assessment \$14786.00000000
Total Acres 48.50000000
GIS Area 1734497.92296875
Legal LOT 3; | 03-04-40
|||



Parcel

2

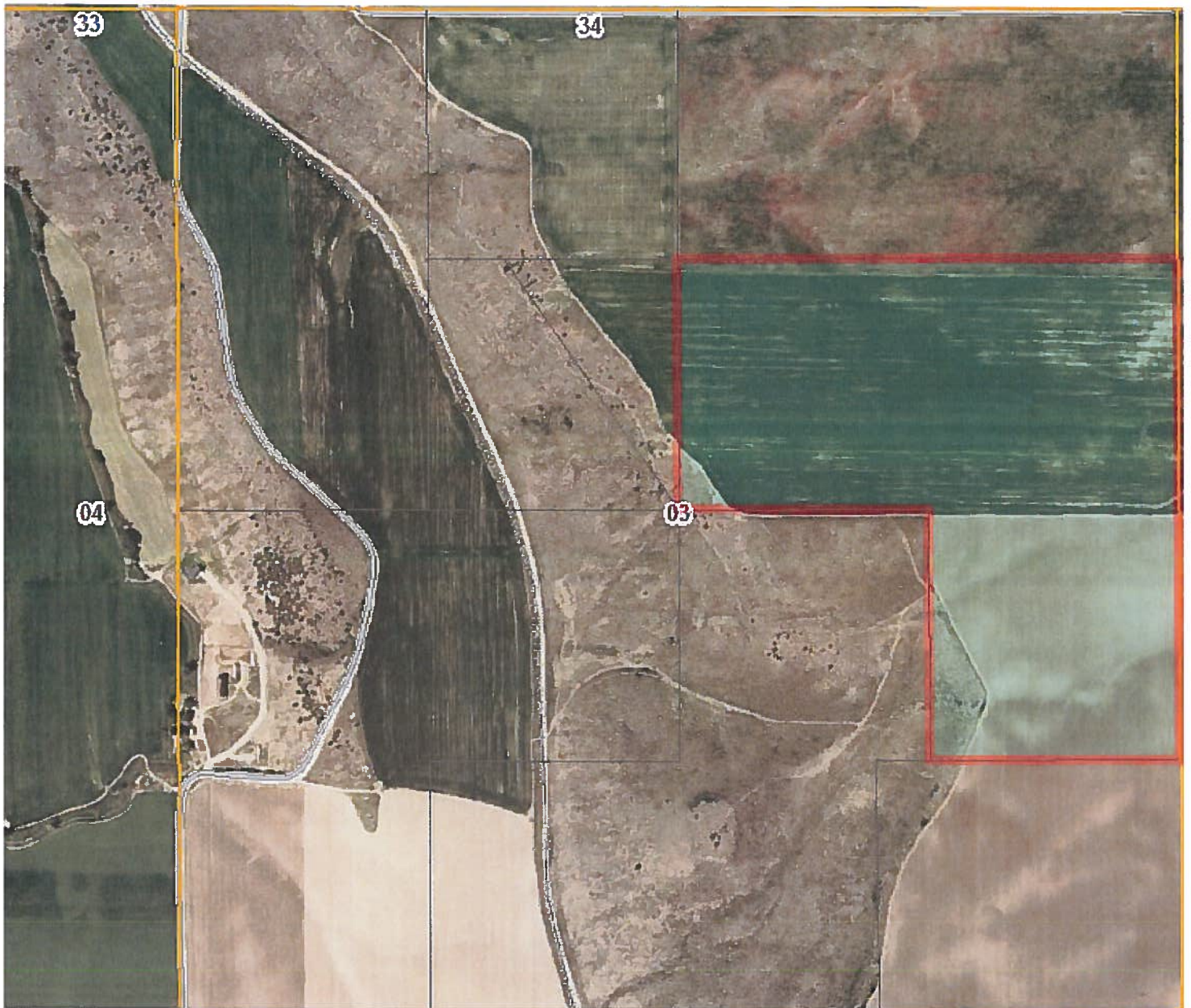
PIN RP04N40E034203
Primary HANSEN AFTON
E TRUST
Physical
Mailing 270 S 500 W
RICHFIELD, UT
84701
Secondary HANSEN RUTH
ELNORA
HANSEN J'LEE
DENISE
Instrument # 240169
203033
Inspected 2010
2010 Taxes \$143.76
2011 Taxes \$84.52
Bedrooms 0
Bathrooms 0.00000000
Total Sq Ft 0.00000000 sq ft
Year Built 0
Assessment \$5526.00000000
Total Acres 14.25000000
GIS Area 605940.228826832
Legal ASSIGNMENT
#7458 | CERT
#24849| 03-04-40
||



Parcel

(3)

PIN RP04N40E031801
Primary HANSEN AFTON
E TRUST
Physical
Mailing 270 S 500 W
RICHFIELD, UT
84701
Secondary
Instrument # 240169
137630
Inspected 2010
2010 Taxes \$1,267.76
2011 Taxes \$1,264.02
Bedrooms 0
Bathrooms 0.00000000
Total Sq Ft 0.00000000 sq ft
Year Built 0
Assessment \$81396.00000000
Total Acres 120.00000000
GIS Area 5224131.08511037
Legal S2 NE4; NE4 SE4;
| 03-04-40 |||



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAR 22 2012

DEPT. OF WATER RESOURCES
SOUTHERN REGION

Notice of Security Interest in a Water Right

And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right

Please print or type. Attach pages with additional information. Instructions are on the back of this page
Incomplete forms will be returned

1. Water Right No(s): A portion of 22-10897 consisting of 402.85 acre-feet for the irrigation of 115.1 acres and a portion of 22-2242B consisting of 402.85 acre-feet for the irrigation of 115.1 acres.
2. The following **REQUIRED** information must be submitted with this form:
- A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- B) A **FEE** of \$25.00 per water right or adjudication claim.
3. Name and Mailing Address of Person or Company holding Security Interest:
- The Bank of Commerce
c/o Western AgCredit
10980 South Jordan Gateway
P.O. Box 95850
South Jordan, UT 84095-0850.
4. Name of Water Right Owner/Claimant(s):
- LEE H. SUTTON and HEDDY R. SUTTON
5. Expiration Date of Notification Period: March 1, 2027
6. Is this a Renewal of Request for Notification () YES (X) NO
- The Bank of Commerce
By: Western AgCredit, FLCA, Servicing Agent
7. Signature(s) (and title if applicable): By: [Signature]
David G. Brown
Vice President - Credit Services

For Office Use Only

Received by

Received by CLB

Processed by

Date

Date 3/23/12

Date

Fee

Receipt No. 2052433

WR

Date

Recording Requested by:

WHEN RECORDED MAIL TO:

The Bank of Commerce
1730 West Broadway
P.O. Box 1887
Idaho Falls, Idaho 83403

404794-RX
First American Title Company

I CERTIFY THIS TO BE A
TRUE AND CORRECT COPY.

Microfile No. 373559
15 DAY Mar 2012
At 03 O'Clock 18 PM
KIM H. MUIR
MADISON CO RECORDER
Fee \$37.00
NChandler Deputy
Recorded at Request of
FIRST AMERICAN TITLE - REXBURG

Space Above This Line For Recorder's Use

Loan Number: 4100910-851

REAL ESTATE MORTGAGE

THIS MORTGAGE is made this 5th day of March, 2012, between LEE H. SUTTON and HEDDY R. SUTTON, husband and wife hereinafter called "Mortgagor", and The Bank of Commerce hereinafter called "Mortgagee", having its principal place of business in Idaho Falls, Idaho.

WITNESSETH: That Mortgagor IRREVOCABLY GRANTS, BARGAINS, SELLS, CONVEYS AND ASSIGNS unto Mortgagee together with right of entry and possession the following described real property situated in the County of Madison, State of Idaho, described in Exhibit "A".

TOGETHER WITH: all buildings, structures, equipment, fixtures (including trees, vines and shrubs) and improvements of every kind and description now or hereafter constructed or placed thereon; all standing timber and timber to be cut located thereon; all existing and future water rights, however evidenced, including irrigation and watering equipment and systems, ditches, laterals, conduits, and rights-of-way used to convey such water or to drain the above-described property, all of which rights are hereby made appurtenant to the property, and all pumping plants, electrical generators, wind machines, and fencing and storage tanks, now or hereafter used in connection with the property, all of which are hereby declared to be fixtures; all existing and future grazing rights, leases, permits and licenses; all oil, gas, and mineral leases, permits and rights used with the property; all tenements, hereditaments, easements, rights-of-way and appurtenances to the property; and all right, title, and interest at any time of Mortgagor (or any of its bailees, agents, or instrumentalities), whether now existing or hereafter arising or acquired, whether direct or indirect, whether owned legally, of record, equitably or beneficially, whether constituting real or personal property (or subject to any other characterizations), whether created or authorized under existing or future laws or regulations, and however arising in, including without limitation, the water, water rights and other assets and items described below in subparagraphs (a) through (h) which shall collectively be called "Water Assets" (hereafter collectively referred to as the "Property"). References to "Water" and "Water Rights" are used herein in the broadest and most comprehensive sense of the term(s). The term "Water" includes water rights and right to water or whatever rights to money, proceeds, property or other benefits are exchanged or received for or on account of any Water Assets or any conservation or other nonuse of water, including whatever rights are achieved by depositing one's shares of any Water Assets in any water bank or with any water authority, or any other water reallocation rights:

a. All water (including any water inventory in storage), water rights and entitlements, other rights to water and other rights to receive water or water rights of every kind or nature whatsoever including (i) the groundwater on, under, pumped from or otherwise available to the Property, whether as the result of groundwater rights, contractual

rights or otherwise, (ii) Mortgagor's right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency or any rights granted or created by any use, easements, covenant, agreement or contract with any person or entity, (iii) any rights to which the Property is entitled with respect to surface water, whether such right is appropriative, riparian, prescriptive, decreed or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water, (iv) any water, water right, water allocation, distribution right, delivery right, water storage right, or other water-related entitlement appurtenant or otherwise applicable to the Property by virtue of the Property being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity;

b. All stock, interest or rights (including any water allocations, voting or decision rights) in any entity, together with any and all rights from any entity or other person to acquire, receive, exchange, sell, lease, or otherwise transfer any water or other Water Assets, to store, deposit or otherwise create water credits in a water bank or similar or other arrangement for allocating water, to transport or deliver water, or otherwise to deal with any Water Asset;

c. All licenses, permits, approvals, contracts decrees, rights and interest to acquire or appropriate any water or other Water Assets, water bank or other credits evidencing any right to water or other Water Assets, to store, carry, transport or deliver water or other Water Assets, to sell, lease, exchange, or otherwise transfer any water or other Water Asset, or to change the point for diversion of water, the location of any water or Water Asset, the place of use of any water or Water Asset, or the purpose of the use of any water or Water Asset;

d. All rights, claims, causes of action, judgments, awards, and other judicial, arbiter or administrative relief in any way relating to any water or Water Asset;

e. All storage and treatment rights for any water or any other Water Asset, whether on or off the Property or other property of Mortgagor, together with all storage tanks, and other equipment used or usable in connection with such storage and any water bank deposit credits, deposit accounts or other rights arising on account of the storage or nonuse of any water or any water or any other Water Asset;

f. All rights to transport, carry, allocate or otherwise deliver water or other Water Assets by any means wherever located;

g. All guaranties, warranties, marketing, management or service contracts, indemnity agreements, and water right agreements, other water related contracts and water reallocation rights, all insurance policies regarding or relating to any Water Asset;

h. All rents, issues, profits, proceeds and other accounts, instruments, chattel paper, contract rights, general intangibles, deposit accounts, and other rights to payment arising from or on account of any use, nonuse, sale, lease, transfer or other disposition of any Water Asset.

Absolute Assignment of All Revenue From Water Assets - Mortgagor hereby absolutely and unconditionally assigns to Mortgagee all proceeds, rents, issues and profits from any use (apart from watering plants on the Property or other ordinary use on the Property), nonuse, sale, lease, transfer or disposition of any kind of any water or any other Water Asset subject to a lien in favor of Mortgagee. That assignment shall be perfected automatically without appointment of a receiver or Mortgagee becoming a mortgagee in possession and Mortgagee shall have the right, before or after the occurrence of any default or event of default, to notify any account debtor to pay all amounts owing with respect to those proceeds, rents, issues and profits directly to Mortgagee. Except as otherwise agreed in writing by Mortgagee, Mortgagee may apply any such collection (and any rents, issues, profits and proceeds) to any indebtedness owed to Mortgagee in any order, priority or manner desired by Mortgagee.

MORTGAGOR ABSOLUTELY AND UNCONDITIONALLY ASSIGNS, transfers, conveys and sets over to Mortgagee all the rents, royalties, issues, profits, revenue, income and other benefits of the property arising from the use or enjoyment of all or any portion thereof or from any lease, mineral lease, or agreement pertaining thereto (collectively the "Rents"); **SUBJECT, HOWEVER**, to the right, power and authority given to and conferred upon Mortgagor by Paragraph B.3 hereof.

PERSONAL PROPERTY SECURITY AGREEMENT: All of the Property will be considered to the fullest extent of the law to be real property for purposes of this Mortgage. To the extent that any of the Property, (including without limitation any Water Assets or fixtures), is deemed to constitute, is adjudicated to be, or declared to be personal property, this Mortgage shall also be deemed to be a security agreement. Mortgagor does hereby create and grant to Mortgagee a security interest in all such personal property described herein; and further, grants to Mortgagee all of the rights and remedies of a secured party under the Uniform Commercial Code and other applicable state law, which rights are cumulative.

FIXTURE FILING: This Mortgage shall also be deemed to be a fixture filing under the Uniform Commercial Code and is to be recorded in the county real estate records.

FOR THE PURPOSE OF SECURING: (1) payment of the indebtedness or obligations evidenced by the following promissory note(s) and/or guaranties executed by Mortgagor and/or others to the Mortgagee at the times, in the manner and with interest as therein set forth (notes may contain variable or adjustable rate provisions):

[X] a Promissory Note or a Supplement to Master Loan Agreement dated as of March 5, 2012, in the stated principal amount of ~~\$250,000.00~~.

(2) The payment of such additional loans or advances, including advances under a revolving line of credit, with interest thereon, as hereafter may be made to Mortgagor, or Mortgagor's successors or assigns, and/or to parties whose obligation Mortgagor is guaranteeing, evidenced by a promissory note or otherwise and any obligations evidenced by any guaranties executed by Mortgagor in favor of Mortgagee; PROVIDED HOWEVER, THAT, such additional loans advances guaranty obligations shall be secured by this Mortgage only if the promissory note, guaranty, or other document evidencing such loans or advances shall recite that it is to be secured by this Mortgage; (3) the payment of any substitute notes, renewals, reamortizations, and extensions of all indebtedness secured by this Mortgage; (4) the performance of every obligation and agreement of Mortgagor whether contained or incorporated by reference in this Mortgage, or contained in any loan document or guaranty executed by Mortgagor in favor of Mortgagee, with respect to any loan, advance, or guaranty secured by this Mortgage; and (5) the payment of all sums expended or advanced by Mortgagee under or pursuant to the terms of this Mortgage, together with interest thereon as herein provided. The continuing validity and priority of this Mortgage as security for future loans, advances, or guaranties shall not be impaired by the fact that at certain times hereafter there may exist no outstanding indebtedness from Mortgagor to Mortgagee or no commitment to make loans or advances.

A. TO PROTECT THE SECURITY OF THIS MORTGAGE, MORTGAGOR AGREES:

1. To use loan proceeds solely for the purposes set forth in the loan application(s) or agreements.
2. To keep the Property in good condition, working order and repair; care for the Property in accordance with standards of good husbandry and to keep all trees, vines and crops on said land properly cultivated, irrigated, fertilized, sprayed, and fumigated; not to remove, destroy or suffer the removal or destruction of any building, fence, canal, well or other improvements or fixtures thereon; not to remove, replace or alter any horticultural or viticultural tree, vine or shrub planted thereon without the prior written consent of Mortgagee, except in the ordinary course of business; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting the Property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general; to observe and perform all obligations of Mortgagor under any lease of the Property.
3. To provide, maintain and deliver to Mortgagee fire and all other types of insurance of the type and in amounts as Mortgagee may require, with loss payable clauses solely in favor of Mortgagee. In the event of loss, the insurance proceeds, or any part thereof, may be applied by Mortgagee, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the

property damaged. In the event that the Mortgagor shall fail to provide satisfactory hazard insurance, Mortgagee may procure, on Mortgagor's behalf, insurance in favor of Mortgagee alone. If insurance cannot be secured by Mortgagor to provide the required coverage, such inability shall constitute an event of default hereunder.

4. To appear in and litigate any action or proceeding purporting to affect the security hereof, the title to the Property, or the rights or powers of Mortgagee; Mortgagee may appear in and litigate any such action or proceedings, including any bankruptcy, partition or condemnation proceeding, affecting the Property, or Mortgagee's interest therein, in which event Mortgagor agrees to pay all costs and expenses thereof, including attorney's fees and costs of securing evidence of title.
5. To pay on or before the due date all taxes and assessments affecting the Property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with the Property; to pay, when due, all encumbrances, charges, and liens, on the Property or any part thereof, which at any time appear to be prior or superior hereto.
6. In case of any suit to foreclose this Mortgage or to collect any charge arising out of the debt hereby secured, or of any suit which the Mortgagee may deem necessary to prosecute or defend to effect or protect the lien herein, including any proceeding in bankruptcy, or if Mortgagee retains an attorney to advise Mortgagee in connection with this Mortgage or any other agreement related to the indebtedness secured by this Mortgage, Mortgagor agrees to pay a reasonable sum as attorney's fees and all costs and legal expenses in connection with said suit, and further agrees to pay the reasonable costs of searching the records and abstracting or insuring the title, and such sums, costs and expenses shall be secured hereby and shall be included in any decree of foreclosure. The fees and costs described herein and elsewhere in this Mortgage shall be in addition to those set forth in the loan agreement or any other written agreement between Mortgagor and Mortgagee.
7. Should Mortgagor fail to make any payment or to do any act as provided for in this Mortgage, then Mortgagee, but without obligation to do so and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the Property, Mortgagee being authorized to enter upon the Property for such purposes; commence, appear in and litigate any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee, including any bankruptcy proceeding affecting the Property; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefore, including attorney's, accountant's, and appraisal fees, environmental fees, and costs of securing evidence of title, and all amounts so expended shall be obligations of Mortgagor secured by this Mortgage. Nothing contained herein shall prohibit Mortgagee from entering the Property, at a reasonable time and upon reasonable notice to Mortgagor, without incurring or assuming any obligations or liabilities whatsoever, for the sole purpose of inspecting the Property.
8. To pay immediately and without demand all sums expended by Mortgagee pursuant to the provisions hereof, with interest from date of expenditure at the same rate as is provided for in the note or notes secured by this Mortgage. In the event that such sums are not immediately paid, they shall be added, along with the appropriate amount of capital stock or participation certificates, to the principal balance of the indebtedness secured hereby and shall accrue interest as herein set forth. All such sums shall be secured hereby.
9. Environmental Representations, Warranties and Covenants.

(a) Except as disclosed in writing to Mortgagee, or except as otherwise provided in any loan agreement between Mortgagee and Mortgagor which specifically refers to the Property, to the best knowledge of Mortgagor after due inquiry, Mortgagor hereby further represents, warrants and covenants as follows:

(i) No pollutants, contaminants (including oil or other petroleum products), toxic or hazardous substances, or solid or hazardous wastes, as such terms are defined under any federal, state or local Environmental Law, regulation or ordinance (hereinafter "Contaminants") have been, are being or will be generated, manufactured, produced, stored, disposed of, discharged, released threatened to be released, or otherwise allowed to migrate or escape on, under or from the Property in such quantities or concentrations as would violate any federal, state or local Environmental Law, regulation or ordinance or as would require Mortgagor to report such condition to any governmental authority or to undertake removal or remedial action to clean up such contaminants;

(ii) No Contaminants are located on, in or under any property located adjacent to the Property in such quantities or concentrations as would constitute a violation of any Environmental Law or as would require the owner of the adjacent property to report such condition to any governmental authority or to undertake removal or remedial action to clean up such Contaminants;

(iii) Neither the Property, nor any portion thereof, nor any adjacent property or portion thereof, has been or is proposed to be listed under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.), or any analogous state law. Mortgagor shall immediately notify Mortgagee if Mortgagor acquires any information concerning the listing or proposed listing of the Property or any adjacent property and shall provide Mortgagee with any documents in Mortgagor's possession relative thereto;

(iv) No hazardous wastes, as defined under the Federal Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), or any analogous state law ("Hazardous Wastes"), have been, are being or will be stored or treated in surface impoundments or other structures or facilities located on the Property that are partially or entirely below the ground surface;

(v) No litigation, investigation, administrative "Action" has previously been brought, is now pending, or to the best knowledge of Mortgagor threatened against or anticipated by Mortgagor, with respect to Mortgagor's use or management of Hazardous Materials or Hazardous Wastes or the environmental condition of the Property, including any underlying groundwater. Upon learning thereof, Mortgagor shall immediately notify Mortgagee, of any such Action or threatened Action and provide Mortgagee with copies of all documentation relative thereto; and

(vi) Except as disclosed in writing to Mortgagee, no underground tanks, wells (except domestic water wells), septic tanks, ponds, pits or any other storage tanks ("Tanks") (whether currently in use or abandoned) are or were located on or under the Property and no Tanks are or were serving the Property described herein. With respect to any Tanks disclosed in writing to Mortgagee, Mortgagor shall comply with all federal, state and local laws, regulations and ordinances and any requirements of city or county fire departments, applicable to the maintenance and use of such Tanks, including, without limitation, Title 40 of the Code of Federal Regulations Part 112.

(b) Nothing herein shall be deemed to prohibit Mortgagor from (i) using, handling or storing hazardous materials or substances, as defined under any federal, state or local law, regulation or ordinance ("Hazardous Materials") or (ii) storing or treating non-hazardous wastes, so long as such activities are carried out (a) in a good and husbandlike manner in the ordinary course of

business, and (b) in compliance with all applicable environmental laws, regulations, permits, orders or other requirements.

(c) In the event that Mortgagor is in breach of any of its representations, warranties or covenants as set forth above, Mortgagor, at its sole expense, shall take all action required, including environmental cleanup of the Property, to comply with the representations, warranties and covenants herein or applicable legal requirements and, in any event, shall take all action deemed necessary by appropriate governmental authorities. Mortgagee shall have the right, but not the obligation, to advise appropriate governmental authorities of any environmental condition on or affecting the Property that constitutes or may constitute a breach of Mortgagor's obligations hereunder.

(d) Mortgagor and its successors and assigns shall indemnify, defend, protect, and hold harmless Mortgagee, its directors, officers, employees, agents, shareholders, successors and assigns and their officers, employees or agents, from and against any and all claims, suits, damages, liens, losses, liabilities, interest, judgments, response and cleanup costs, demands, actions, causes of action, injuries, administrative proceedings and orders, consent agreements and orders, penalties, costs and expenses (including any fees and expenses incurred in enforcing this indemnity, any out-of-pocket litigation costs and the reasonable fees and expenses of counsel) of any kind whatsoever ("Claims") paid, incurred or suffered by, or asserted against Mortgagee, including but not limited to Claims arising out of loss of life, injury to persons, trespass or damages to or contamination of property or natural resources, or injury to business, in connection with or arising out of the activities of Mortgagor on the Property, Mortgagor's predecessors in interest, third parties who have been invited, permitted or trespassed on the Property, or parties in a contractual relationship with Mortgagor, or any of them, or which directly or indirectly arise out of or result from or in any way connected with the Property, whether or not caused by Mortgagor or within the control of Mortgagor, including without limitation: (i) the presence, use, generation, treatment, storage, disposal, release, threatened release, or discharge of any Hazardous Material or Contaminant at or from the Property and/or the cleanup of Hazardous Materials or Contaminants within, on or under the Property; (ii) Mortgagor's breach of any of the representations, warranties and covenants contained herein; and (iii) Mortgagor's violation or alleged violation of any applicable Environmental Law, regulation or ordinance.

(e) Mortgagor's representations, warranties, covenants and indemnities contained herein shall survive the occurrence of any event whatsoever, including without limitation the payoff of any promissory note(s) secured hereby, the release or foreclosure of this Mortgage, the acceptance by Mortgagee of a deed in lieu of foreclosure, or any transfer or abandonment of the Property.

(f) The term "Environmental Law" shall mean any federal, state or local law, statute, ordinance, or regulation, now in effect or hereinafter enacted, pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Property, including but not limited to enactments requiring the removal or containment of asbestos-containing materials in private buildings.

(g) Mortgagor shall permit, or cause any tenant of Mortgagor to permit, Mortgagee or its agents, or independent contractors to enter and inspect the Property at any reasonable time for purposes of determining, as Mortgagee deems necessary or desirable: (i) the existence, location and nature of any Hazardous Materials or Hazardous Wastes on, under or about the Property, (ii) the existence, location, nature, magnitude and spread of any Hazardous Materials or Hazardous Waste that has been spilled, disposed of, discharged or released on, under or about the Property, or (iii) whether or not Mortgagor and any tenant of Mortgagor is in compliance with applicable Environmental Law. If Mortgagor or its tenants fail to comply fully with the terms of this subdivision (g), Mortgagee may obtain affirmative injunctive relief to compel such compliance.

10. **Grazing Rights.** If any portion of the Property described in this Mortgage is used by Mortgagor as the basis for obtaining grazing permits or other grazing rights issued by any governmental agency,

including without limitations the Forest Service, U.S. Department of Agriculture or the Bureau of Land Management, U.S. Department of Interior, Mortgagor covenants and agrees as follows:

(a) Said grazing permits or other rights are in good standing and have not been modified, reduced or limited in any other respect, except as fully disclosed in writing to Mortgagee;

(b) Mortgagor will perform all obligations imposed as a requirement of exercise of said grazing permits or other rights and will comply with all laws, rules and regulations applicable thereto;

(c) Mortgagor will take such timely action as may be required to cause the renewal or reissuance of said grazing permits or other rights from time to time as they expire during the term thereof. Mortgagor agrees and acknowledges that the failure to renew or cause the reissuance of any said permits for any reason, whether the result of an act or omission of Mortgagor or for reasons beyond Mortgagor's control, is an event of default hereunder and Mortgagee shall have the right to exercise the rights hereinafter set forth in this Mortgage; and

(d) Mortgagor agrees to pay all fees, charges, rents or other payments accruing under said permits or any renewals thereof prior to delinquency. In the event Mortgagor fails to pay any such payment, the amount unpaid shall become a part of the indebtedness secured by this Mortgage and shall be immediately due and payable.

B. IT IS MUTUALLY AGREED THAT:

1. Any award of damages in connection with any taking or condemnation or injury to the Property by reason of public use, or for damages resulting from private trespass or injury to the Property, is absolutely and unconditionally assigned and shall be paid to Mortgagee, under the terms and conditions of this Mortgage pertaining to Rents. Upon receipt of such money Mortgagee may apply the same on the indebtedness secured hereby. Mortgagor agrees to execute such further documents as may be required to effect the assignments herein made as Mortgagee may require.
2. At any time, without affecting the liability of any person for the payment of the indebtedness secured hereby, and without otherwise affecting the security hereof, Mortgagee may (a) consent to or join in the making of any map or plat of the Property; (b) grant any easement or create any restriction thereof; (c) subordinate this Mortgage; (d) extend or modify the term of the loan or loans secured hereby; and (e) release without warranty, all or any part of the Property.
3. Prior to any default by Mortgagor in the payment, observance, performance and discharge of any condition, obligation, covenant, or agreement of Mortgagor contained herein, Mortgagor may, for collection and distribution purposes only, collect and receive the Rents as they come due and payable; the Rents are to be applied by Mortgagor to the payment of the principal and interest and all other sums due or payable on any promissory note or guaranty secured by this Mortgage and to the payment of all other sums payable under this Mortgage and, thereafter, so long as the aforesaid has occurred, the balance shall be distributed to the account of Mortgagor. Upon any such default, Mortgagee may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in his own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine; also perform such acts of repair, cultivation, irrigation or protection, as may be necessary or proper to conserve the value of the Property; also lease the same or any part thereof for such rental, term, and upon such conditions as its judgment may dictate; also prepare for harvest, remove, and sell any crops that may be growing upon the Property, and apply the proceeds thereof upon the indebtedness secured hereby.
4. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking of or damage to

the Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. Upon default by Mortgagor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Mortgagee and in accordance with applicable state law. In the event of default, Mortgagee may employ counsel to enforce payment of the obligations secured hereby, may foreclose and, if applicable, sell the Property by advertisement and sale, and in accordance with other applicable state law, and may exercise such other rights and remedies granted by law and equity, which rights and remedies shall be cumulative and not exclusive. Mortgagee may resort to and realize upon the security hereunder and any other real or personal property security now or hereafter held by Mortgagee for the obligations secured hereby in such order and manner as Mortgagee may, in its sole discretion, determine. Resort to any or all such security may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawful nonjudicial proceedings, or both. If the obligation secured by this Mortgage is also secured by personal property, fixtures or crops, Mortgagee may enforce its security interest in the personal property, fixtures and crops and its lien under this Mortgage in any manner and in any order or sequence permitted by applicable law. All remedies are cumulative and none are exclusive; no election by Mortgagee to pursue one remedy or item of collateral shall be deemed to be a release or waiver of any other item of collateral or a release or modification of the liability of Mortgagor or any guarantor to pay and perform in full all obligations to Mortgagee. The procedures governing the enforcement by Mortgagee of its foreclosure and provisional remedies against Mortgagor shall be governed by the laws of the state in which the Property is located. Nothing contained herein shall be construed to provide that the substantive law of the state in which the Property is located shall apply to Mortgagee's rights and Mortgagor's obligations hereunder or under the promissory note(s) or guaranties described herein, which are and shall continue to be governed by the substantive law of the state in which the promissory note(s) or guaranties were executed.
6. The failure on the part of the Mortgagee to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Mortgagee of any default shall not constitute a waiver of any other subsequent defaults. Subsequent acceptance of any payment by the holder hereof shall not be deemed a waiver of any default by Mortgagor, or of Mortgagee's rights hereunder as the result of any sale, agreement to sell, conveyance, or alienation, regardless of holder's knowledge of such default, sale, agreement to sell, conveyance, or alienation at the time of acceptance of such payment.
7. This Mortgage applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Mortgagee shall mean the holder and owner of any note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. All obligations of Mortgagor hereunder are joint and several.
8. In the event the herein-described Property, or any part thereof, or any interest therein, is sold, agreed to be sold, conveyed, alienated or transferred, including any water transfer as defined in subsection (a) below, by Mortgagor, or by operation of law or otherwise, except by inheritance, without Mortgagee's prior written consent, all obligations secured hereby, irrespective of the maturity dates, at the option of the holder hereof, and without demand or notice, shall immediately become due and payable. Failure to exercise such option shall not constitute a waiver of the right to exercise this option in the event of subsequent sale, agreement to sell, conveyance or alienation.
 - a. A water transfer is any transfer, assignment, sale, exchange, gift, encumbrance, pledge, hypothecation, alienation, grant of option to purchase, or other disposition of, directly, indirectly or in trust, voluntarily or involuntarily, by operation of law or otherwise, or the entry into a binding agreement to do any of the foregoing with respect to all or any part of (i) the groundwater on, under, pumped from or otherwise available to the Property, (ii) Mortgagor's right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency and any rights granted or created by any easement, covenant, agreement or contract with any person or entity, (iii) any rights to which the Property is entitled

with respect to surface water, whether such right is appropriative, riparian, prescriptive or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water, (iv) any water, water right, water allocation, distribution right, delivery right, water storage right, water allocation, or other water-related entitlement appurtenant or otherwise applicable to the Property by virtue of the Property's being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity, or (v) any shares (or any rights under such shares) of any private water company, mutual water company, or other non-governmental entity pursuant to which Mortgagor or the Property may receive any rights.

9. In the event any one or more of the provisions contained in this Mortgage or in any promissory note(s) hereby secured shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage or said promissory note(s), but this Mortgage and said promissory note(s) shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

Signature(s):

Lee H. Sutton
LEE H. SUTTON
Heddy R. Sutton
HEDDY R. SUTTON

Notary Acknowledgment(s):

STATE OF Idaho)
COUNTY OF Madison)^{ss.}

On this 14 day of March, 2012, before me, the undersigned Notary Public in and for said County and State, personally appeared LEE H. SUTTON [() personally known to me] [() proved to me on the basis of satisfactory evidence] to be the person(s) whose name(s) is/are subscribed to this instrument and acknowledged to me that he executed it.



WITNESS my hand and official seal

Laurie L. Milner
Notary Public in and for said County and State

STATE OF Idaho)
COUNTY OF Madison)^{ss.}

On this 14 day of March, 2012, before me, the undersigned Notary Public in and for said County and State, personally appeared HEDDY R. SUTTON [() personally known to me] [() proved to me on the basis of satisfactory evidence] to be the person(s) whose name(s) is/are subscribed to this instrument and acknowledged to me that she executed it.



WITNESS my hand and official seal

Laurie L. Milner
Notary Public in and for said County and State

EXHIBIT "A"

(Tax Parcel No(s): RP04N40E024489; RP04N40E024202; RP04N40E024213; RP04N40E037801; RP04N40E031801; RP04N40E032401 and RP04N40E034203)

TRACT 1:

TOWNSHIP 4 NORTH, RANGE 40 E.B.M., MADISON COUNTY, IDAHO

SECTION 3: S $\frac{1}{2}$ NE $\frac{1}{4}$; GOVERNMENT LOT 3; NE $\frac{1}{4}$ SE $\frac{1}{4}$.

ALSO; THAT PORTION OF THE SE $\frac{1}{4}$ NW $\frac{1}{4}$ OF SAID SECTION 3, TOWNSHIP 4 NORTH, RANGE 40 E.B.M., MADISON COUNTY, IDAHO LYING NORTHERLY AND EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NE CORNER OF SAID SE $\frac{1}{4}$ NW $\frac{1}{4}$; THENCE WESTERLY ALONG THE NORTH BOUNDARY OF SAID SE $\frac{1}{4}$ NE $\frac{1}{4}$ A DISTANCE OF 940.5 FEET TO A POINT, SAID POINT BEING THE REAL POINT OF BEGINNING OF SAID LINE; THENCE ALONG SAID LINE SOUTHEASTERLY 1620.78 FEET, MORE OR LESS, TO THE SE CORNER OF SAID SE $\frac{1}{4}$ NW $\frac{1}{4}$.

TRACT 2:

A PORTION OF THE NW $\frac{1}{4}$ SE $\frac{1}{4}$ SECTION 3, TOWNSHIP 4 NORTH, RANGE 40 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO, DESCRIBED AS:

COMMENCING AT THE NE CORNER OF THE NW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 3 AND RUNNING THENCE SOUTH 460 FEET; THENCE WEST 1000 FEET; THENCE IN A NORTHWESTERLY DIRECTION TO A POINT ON THE NORTH LINE OF SAID NW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 3 THAT IS WEST 1250 FEET FROM THE POINT OF BEGINNING; THENCE EAST 1250 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING EASEMENT:

A PORTION OF THE SW $\frac{1}{4}$ OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 40 E.B.M., MADISON COUNTY, IDAHO 20.00 FEET IN WIDTH LYING 10.00 FEET ON BOTH SIDES OF AN EXISTING IRRIGATION MAINLINE, ENCOMPASSING AN EXISTING WELL SITE DESCRIBED AS:

BEGINNING AT A POINT ON THE WEST LINE OF THE SW $\frac{1}{4}$ OF SAID SECTION 2 WHICH LIES S. 00°02'30" E. 91.41 FEET FROM THE W $\frac{1}{4}$ CORNER OF SAID SECTION 2; THENCE S. 50°54'44" E. 1959.09 FEET ALONG SAID IRRIGATION MAINLINE TO AN EXISTING WELL SITE; THENCE AROUND SAID EXISTING WELL SITE THE FOLLOWING FIVE (5) COURSES:

- (1) N. 39°05'16" E. 40.00 FEET**
- (2) S. 50°54'44" E. 100.00 FEET**
- (3) S. 39°05'16" W. 100.00 FEET**
- (4) N. 50°54'44" W. 100.00 FEET**
- (5) N. 39°05'16" E. 40.00 FEET;**

THENCE LEAVING SAID EXISTING WELL SITE ALONG SAID IRRIGATION MAINLINE N. 50°54'44" W. 1942.82 FEET TO SAID WEST LINE OF SECTION 2; THENCE ALONG SAID WEST LINE N. 00°02'30" W. 25.78 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH the following water rights registered with the State of Idaho Department of Water Resources: a portion of Water Right No. 22-10897, consisting of 402.85 acre-feet for the irrigation of 115.1 acres; and a portion of Water Right No. 22-2242B, consisting of 402.85 acre-feet for the irrigation of 115.1 acres.

Parcel 4

PIN RP04N40E039001
Primary SUTTON LEE H
Physical
Mailing 1577 E 10000 S
REXBURG, ID
83440
Secondary SUTTON
HEDDY R
Instrument # 260074
251492
12880
Inspected 2010
2010 Taxes \$528.22
2011 Taxes \$502.90
Bedrooms 0
Bathrooms 0.00000000
Total Sq Ft 0.00000000 sq ft
Year Built 0
Assessment \$32130.00000000
Total Acres 50.00000000
GIS Area 2114844.09333788
Legal CERT #24852|
SE4 SE4; E2 E2
SW4 SE4 | 03-04-
40 |
ASSIGNMENT
#7593 |



Parcel 5

PIN	RP04N40E100001
Primary	SUTTON LEE ETAL
Physical	
Mailing	1577 E 10000 S REXBURG, ID 83440
Secondary	SUTTON GWEN LIFE ESTATE
Instrument #	250406 226387
Inspected	2010
2010 Taxes	\$2,556.30
2011 Taxes	\$2,403.96
Bedrooms	0
Bathrooms	0.00000000
Total Sq Ft	0.00000000 sq ft
Year Built	0
Assessment	\$169975.00000000
Total Acres	160.00000000
GIS Area	6967617.69938859
Legal	NE4 10-04-40



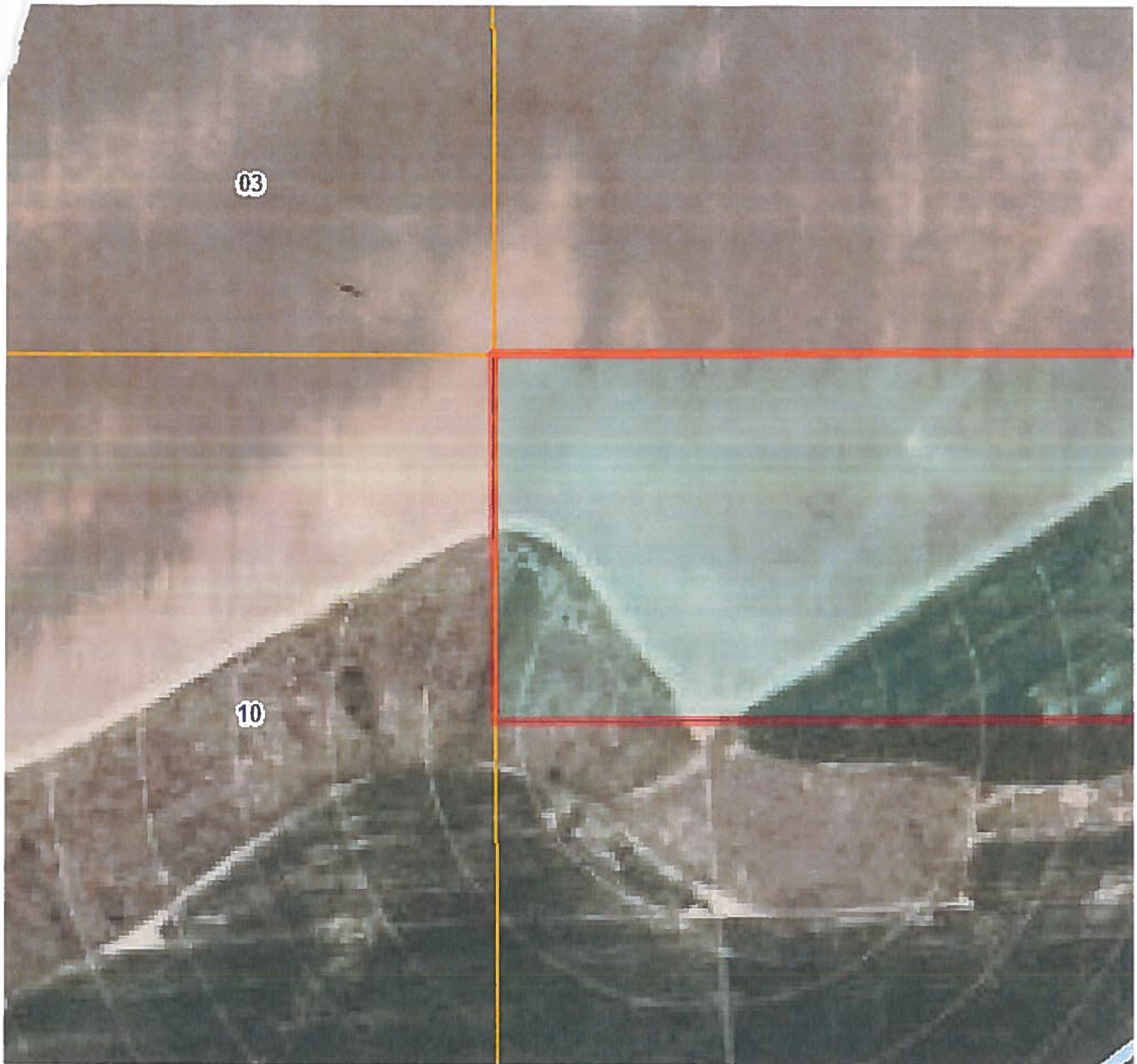
Parcel 6

PIN RP04N40E112402
Primary SUTTON LEE H
Physical
Mailing 1577 E 10000 S
REXBURG, ID
83440
Secondary SUTTON
HEDDY R
Instrument # 214107
192332
Inspected 2010
2010 Taxes \$540.88
2011 Taxes \$683.52
Bedrooms 0
Bathrooms 0.00000000
Total Sq Ft 0.00000000 sq ft
Year Built 0
Assessment \$44601.00000000
Total Acres 65.00000000
GIS Area 2820870.35577306
Legal N2 NW4; LESS
PARCEL #3001|
11-04-40 |||



Parcel 7

PIN RP04N40E113001
Primary SUTTON LEE H
Physical
Mailing 1577 E 10000 S
REXBURG, ID
83440
Secondary SUTTON
HEDDY R
Instrument # 214107
198328
Inspected 2010
2010 Taxes \$143.54
2011 Taxes \$150.84
Bedrooms 0
Bathrooms 0.00000000
Total Sq Ft 0.00000000 sq ft
Year Built 0
Assessment \$9639.00000000
Total Acres 15.00000000
GIS Area 651572.650789796
Legal NORTH 500 FT
NW4 NW4 | 11-04
-40 |||



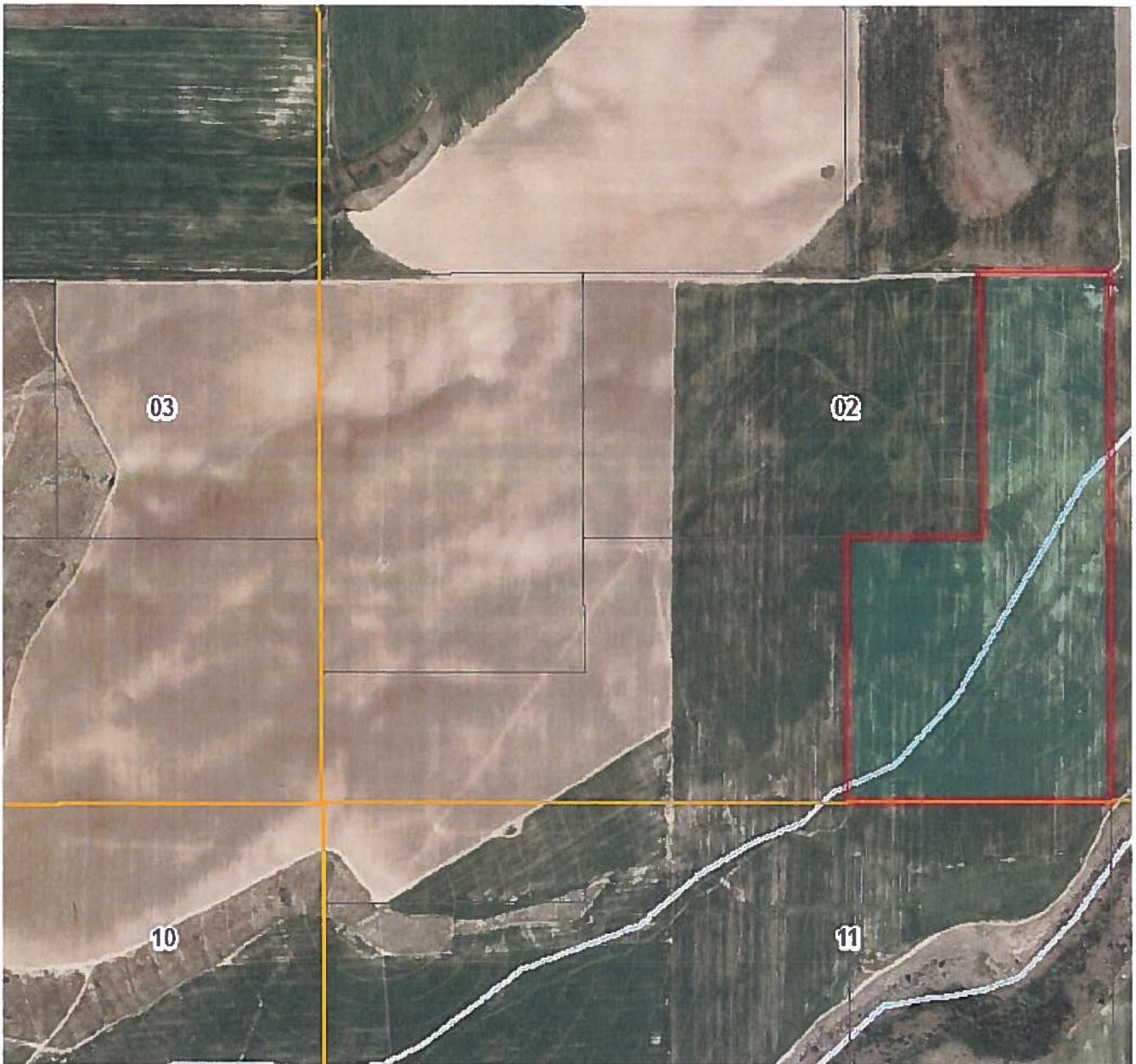
Parcel 8

PIN RP04N40E024489
Primary SUTTON LEE H
Physical
Mailing 1577 E 10000 S
REXBURG, ID
83440
Secondary SUTTON
HEDDY R
Instrument # 215993
214107
Inspected 2010
2010 Taxes \$662.50
2011 Taxes \$660.54
Bedrooms 0
Bathrooms 0.00000000
Total Sq Ft 0.00000000 sq ft
Year Built 0
Assessment \$42840.00000000
Total Acres 60.00000000
GIS Area 2597147.70564211
Legal S2 SW4 SW4;
SE4 SW4| 02-04-
40 |||



Parcel 9

PIN RP04N40E027202
Primary SUTTON LEE
Physical
Mailing 1577 E 10000 S
REXBURG, ID
83440
Secondary SUTTON
HEDDY
Instrument # 236912
192330
Inspected 2010
2010 Taxes \$662.50
2011 Taxes \$660.54
Bedrooms 0
Bathrooms 0.00000000
Total Sq Ft 0.00000000 sq ft
Year Built 0
Assessment \$42840.00000000
Total Acres 60.00000000
GIS Area 2580185.66251538
Legal E2 NW4 SE4;|
SW4 SE4| 02-04-
40 | PP TO P00838
|



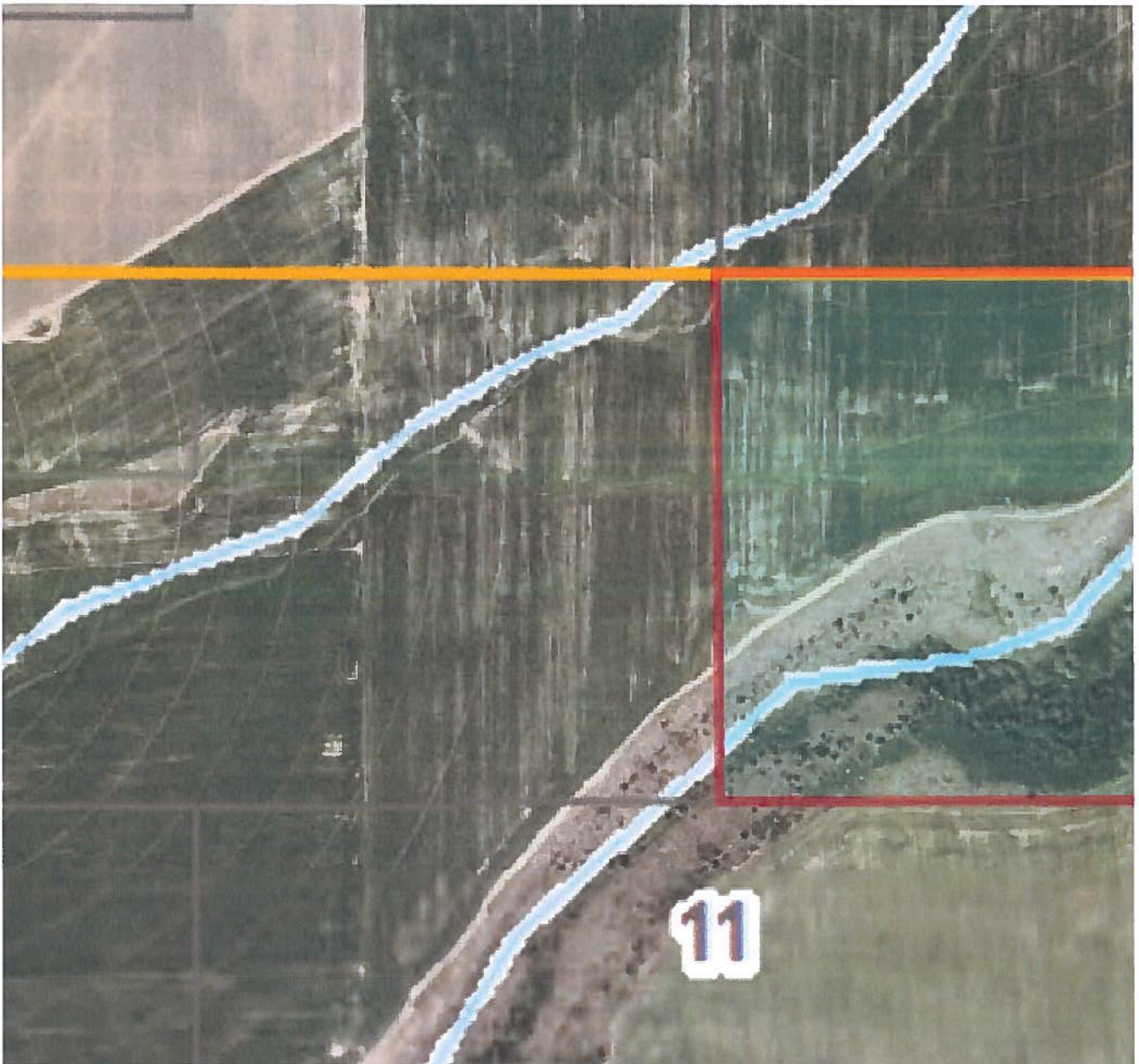
Parcel 10

PIN RP04N40E113601
Primary SUTTON GWEN
A LIFE ESTATE
Physical
Mailing 1628 W 8200 S
REXBURG, ID
83440
Secondary SUTTON
RANDALL D
ETAL
Instrument # 250406
226387
Inspected 2010
2010 Taxes \$403.50
2011 Taxes \$356.86
Bedrooms 0
Bathrooms 0.00000000
Total Sq Ft 0.00000000 sq ft
Year Built 0
Assessment \$23198.00000000
Total Acres 40.00000000
GIS Area 1736806.16688571
Legal SW4 NW4| 11-04-
40 |||



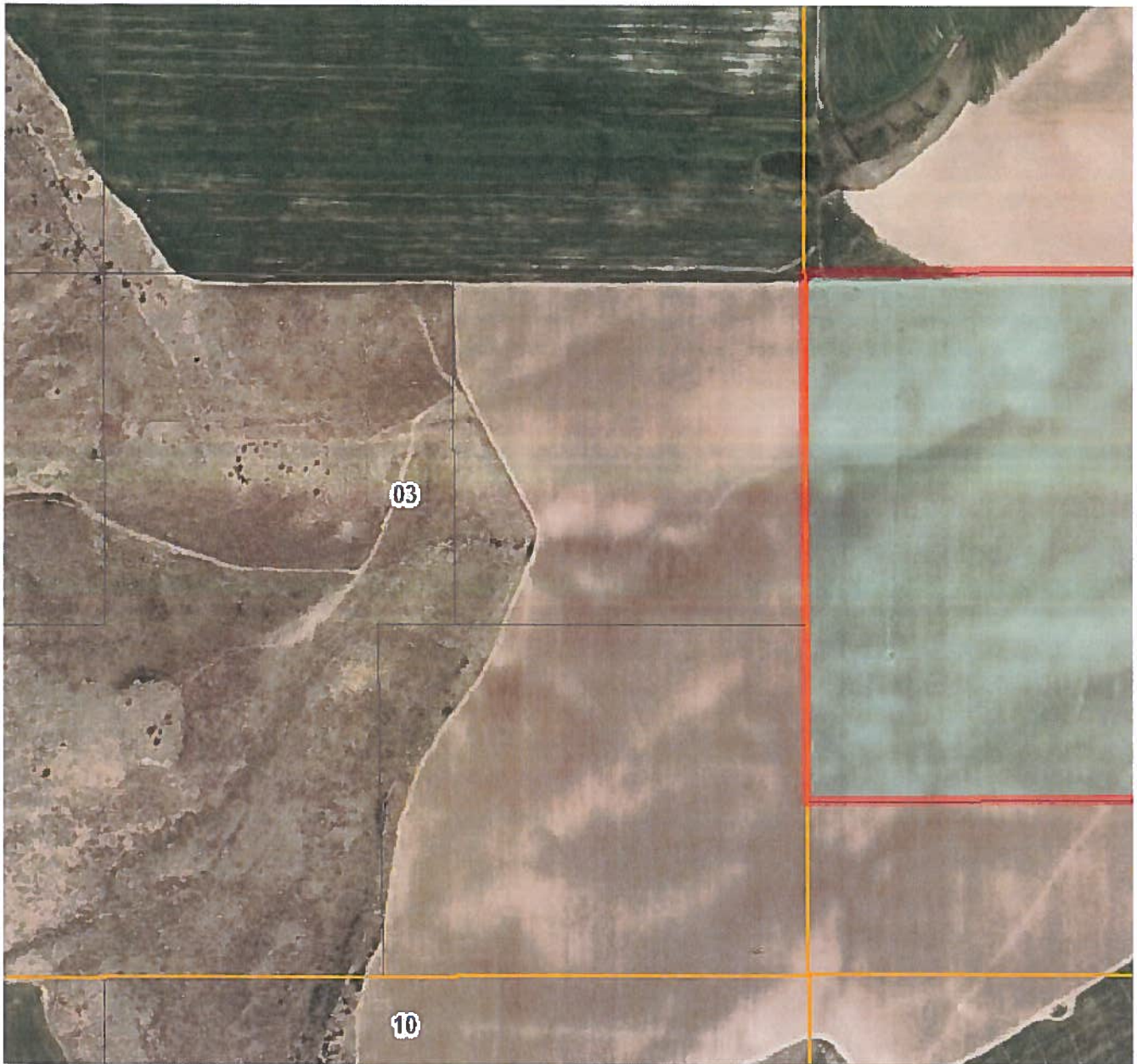
Parcel 11

PIN	RP04N40E110601
Primary	SUTTON GWEN A LIFE ESTATE
Physical Mailing	1628 W 8200 S REXBURG, ID 83440
Secondary	SUTTON RANDALL D ETAL
Instrument #	250406 226387
Inspected	2010
2010 Taxes	\$269.10
2011 Taxes	\$225.90
Bedrooms	0
Bathrooms	0.00000000
Total Sq Ft	0.00000000 sq ft
Year Built	0
Assessment	\$14854.00000000
Total Acres	40.00000000
GIS Area	1736101.74089589
Legal	NW4 NE4 11-04- 40



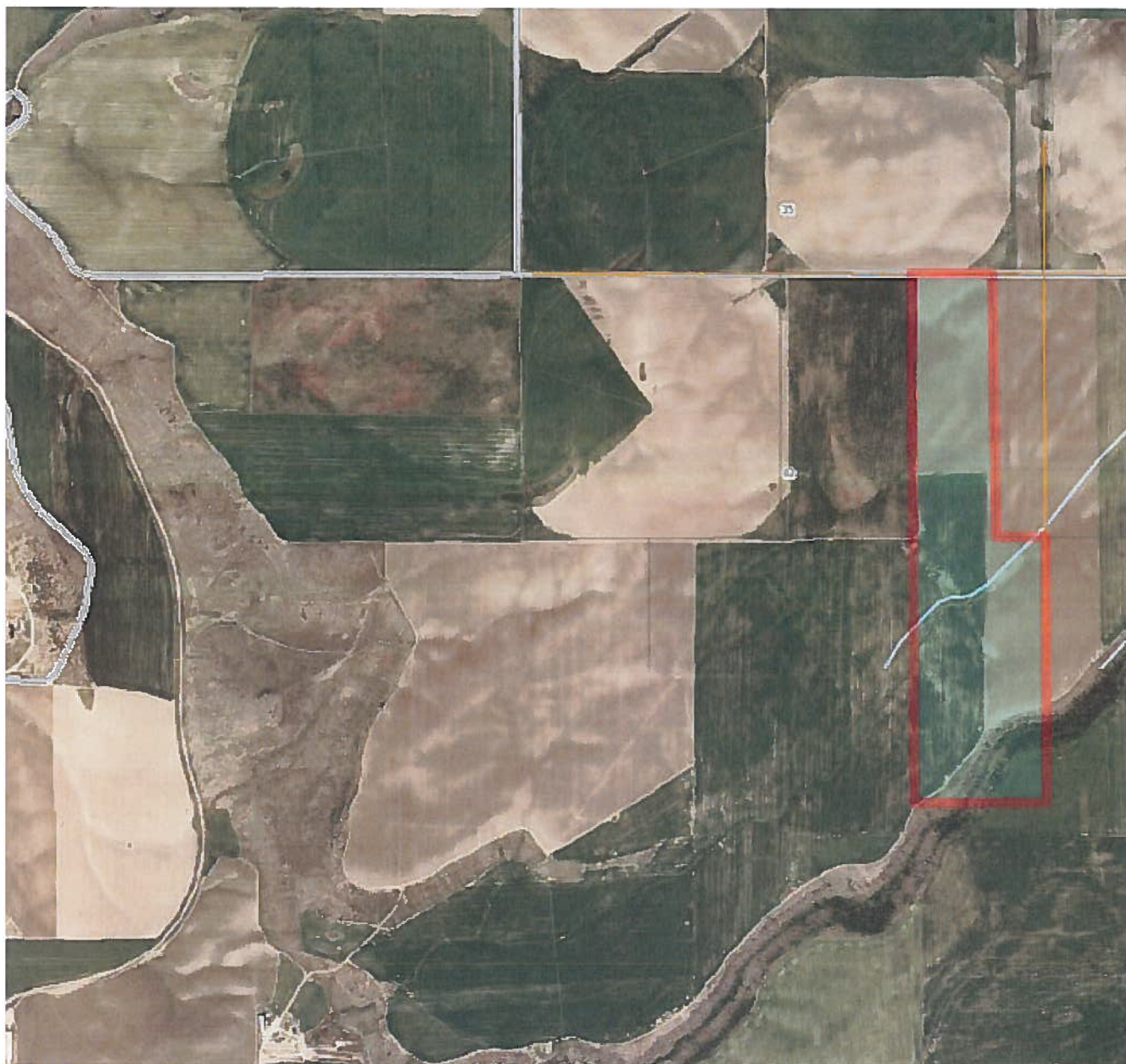
Daniel 12

PIN RP04N40E024213
Primary SUTTON
RICHARD
THOMAS
Physical
Mailing 7586 W
PORTNEUF
POCATELLO, ID
83204
Secondary SUTTON RUTH
Instrument # 192327
Inspected 2010
2010 Taxes \$662.50
2011 Taxes \$660.54
Bedrooms 0
Bathrooms 0.00000000
Total Sq Ft 0.00000000 sq ft
Year Built 0
Assessment \$42840.00000000
Total Acres 60.00000000
GIS Area 2616369.72292993
Legal NW4 SW4; N2
SW4 SW4| 02-04-
40 |||



Parcel 13

PIN RP04N40E020012
Primary GROVER FARM
LIMITED
Physical
Mailing 7987 S 400 W
REXBURG, ID
83440
Secondary
Instrument # 164177
Inspected 2010
2010 Taxes \$1,291.20
2011 Taxes \$1,296.44
Bedrooms 0
Bathrooms 0.00000000
Total Sq Ft 0.00000000 sq ft
Year Built 0
Assessment \$82831.00000000
Total Acres 129.64000000
GIS Area 5613439.76652008
Legal E2 NE4 LESS
EAST 30 ACRES;
| E2 SE4;| 02-04-
40 ||



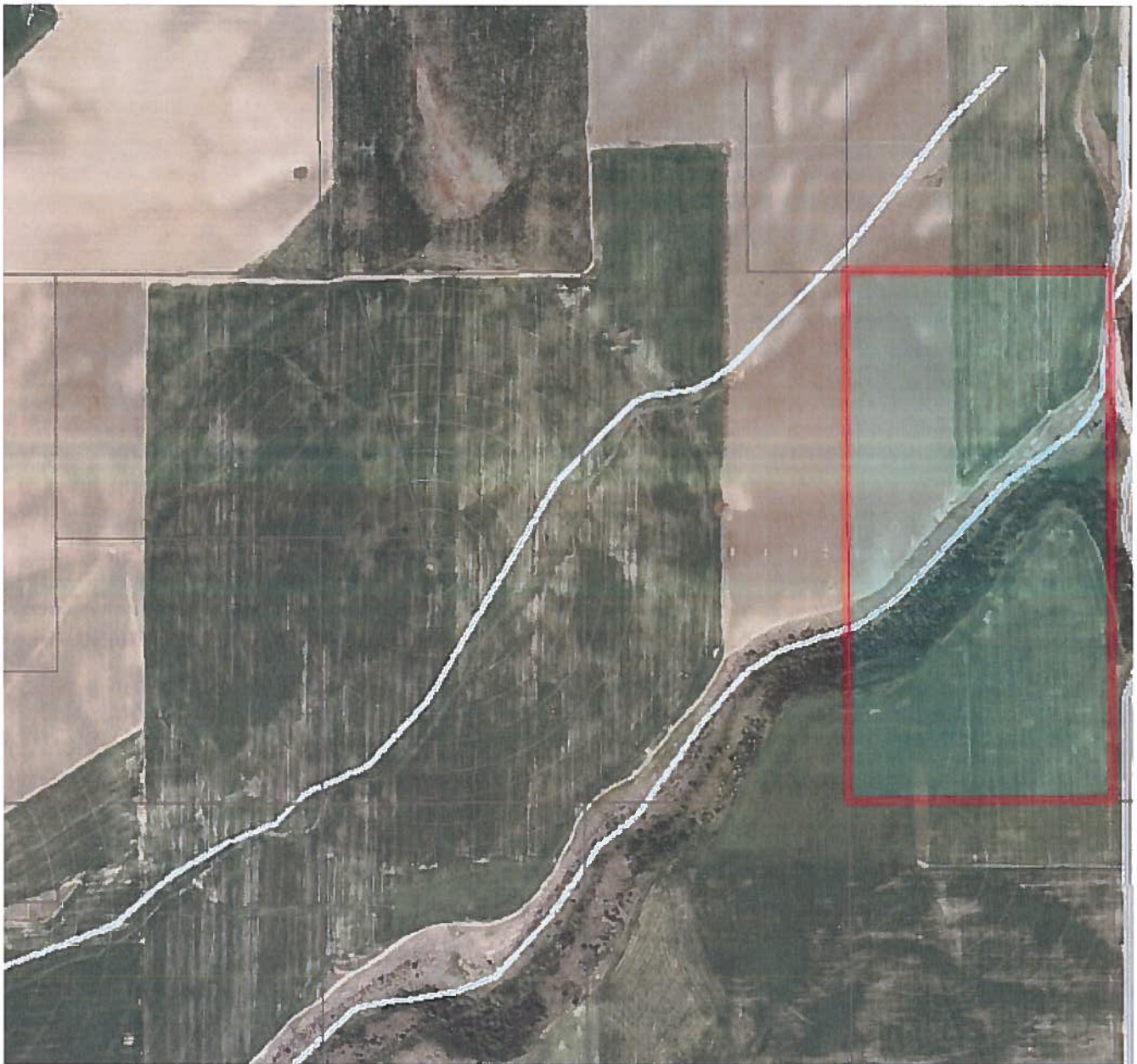
PIN RP04N40E110001
Primary COVINGTON
JOYCE
Physical
Mailing 221 S 3 E
REXBURG, ID
83440
Secondary COVINGTON
BROTHERS
LIMITED
LIABILITY CO
Instrument # 254094
187004
Inspected 2010
2010 Taxes \$1,608.12
2011 Taxes \$1,611.30
Bedrooms 0
Bathrooms 0.00000000
Total Sq Ft 0.00000000 sq ft
Year Built 0
Assessment \$120989.00000000
Total Acres 280.00000000
GIS Area 12157713.9012925
Legal SW4 NE4; SE4
NW4;| N2 SW4;
E2 NE4;| NE4
SE4; | 11-04-40 |

Parcel 14



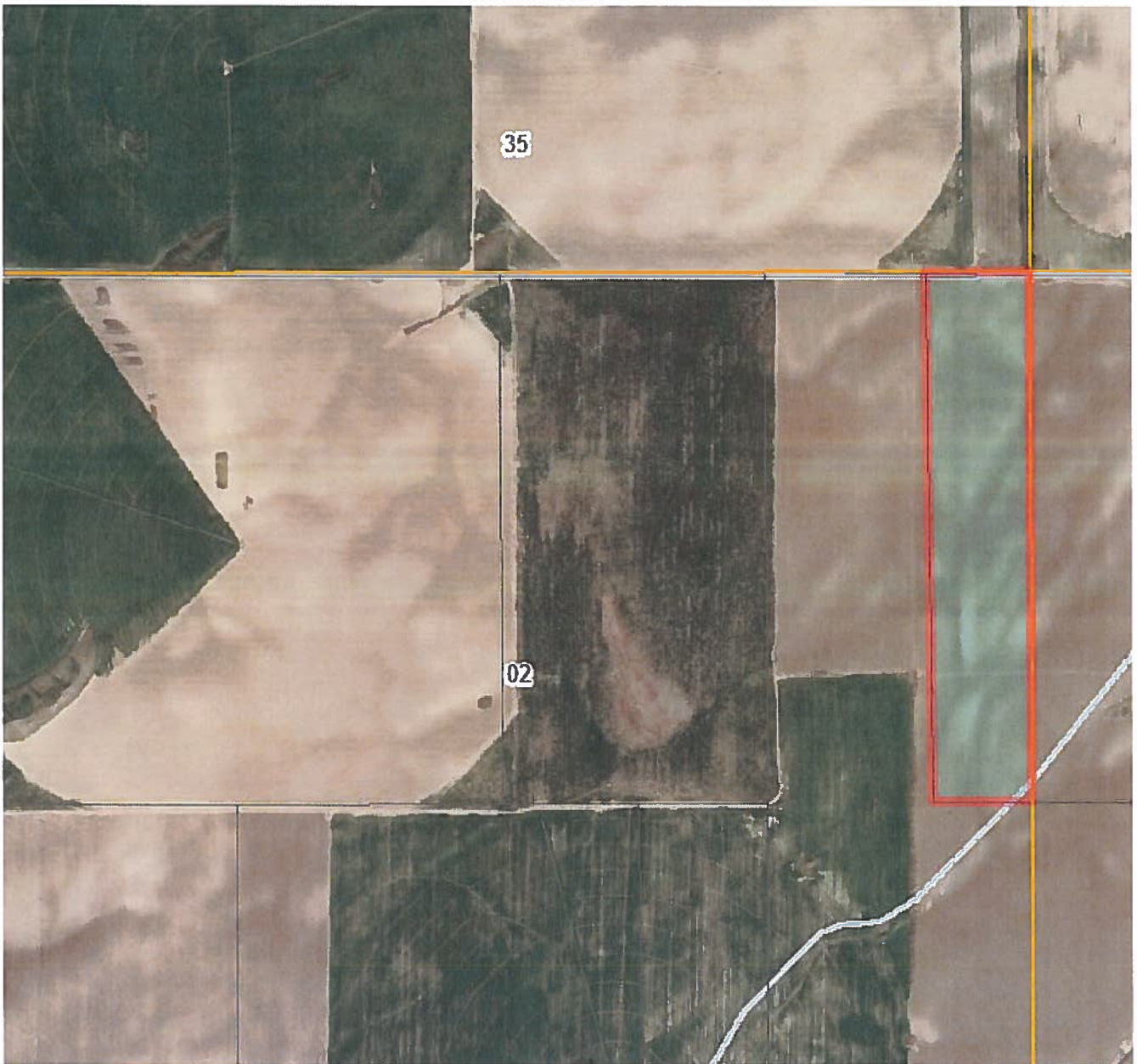
Parcel 15

PIN RP04N40E015401
Primary COVINGTON
BROTHERS
LIMITED
LIABILITY CO
Physical
Mailing 221 S 3RD E
REXBURG, ID
83440
Secondary COVINGTON
JOYCE
Instrument # 254094
187004
Inspected 2010
2010 Taxes \$603.04
2011 Taxes \$600.96
Bedrooms 0
Bathrooms 0.00000000
Total Sq Ft 0.00000000 sq ft
Year Built 0
Assessment \$45125.00000000
Total Acres 80.00000000
GIS Area 3487366.9830096
Legal W2 SW4 | 01-04-
40 |||



Parcel 16

PIN	RP04N40E020001
Primary	SUTTON GARTH
Physical	
Mailing	1295 E 10000 S REXBURG, ID 83440
Secondary	SUTTON JOLENE
Instrument #	255350 254694 240466 164178
Inspected	2010
2010 Taxes	\$326.86
2011 Taxes	\$325.88
Bedrooms	0
Bathrooms	0.00000000
Total Sq Ft	0.00000000 sq ft
Year Built	0
Assessment	\$21134.00000000
Total Acres	30.00000000
GIS Area	1325382.42552847
Legal	E 30 RODS E2 NE4 02-04-40



PIN RP04N40E013001
Primary SUTTON GARTH
Physical
Mailing 1295 E 10000 S
REXBURG, ID
83440
Secondary SUTTON
JOLENE
Instrument # 255350
254694
240466
164178
Inspected 2010
2010 Taxes \$3,691.36
2011 Taxes \$3,830.34
Bedrooms 0
Bathrooms 0.00000000
Total Sq Ft 0.00000000 sq ft
Year Built 0
Assessment \$279054.00000000
Total Acres 79.60000000
GIS Area 3466001.89303126
Legal LOT 4; SW4
NW4;| 01-04-40 |||

Parcel 17



Amuel 18

PIN RP04N40E020601
Primary SMITH ROBERT
E
Physical
Mailing 512 S
MILLHOLLOW
RD
REXBURG, ID
83440
Secondary SMITH SALLY
Instrument # 370108
331289
331288
331287
331286
331244
Inspected 2010
2010 Taxes \$426.62
2011 Taxes \$388.70
Bedrooms 0
Bathrooms 0.00000000
Total Sq Ft 0.00000000 sq ft
Year Built 0
Assessment \$29187.00000000
Total Acres 79.70000000
GIS Area 3465999.12000719
Legal LOT 2; SW4 NE4
| 02-04-40 |||



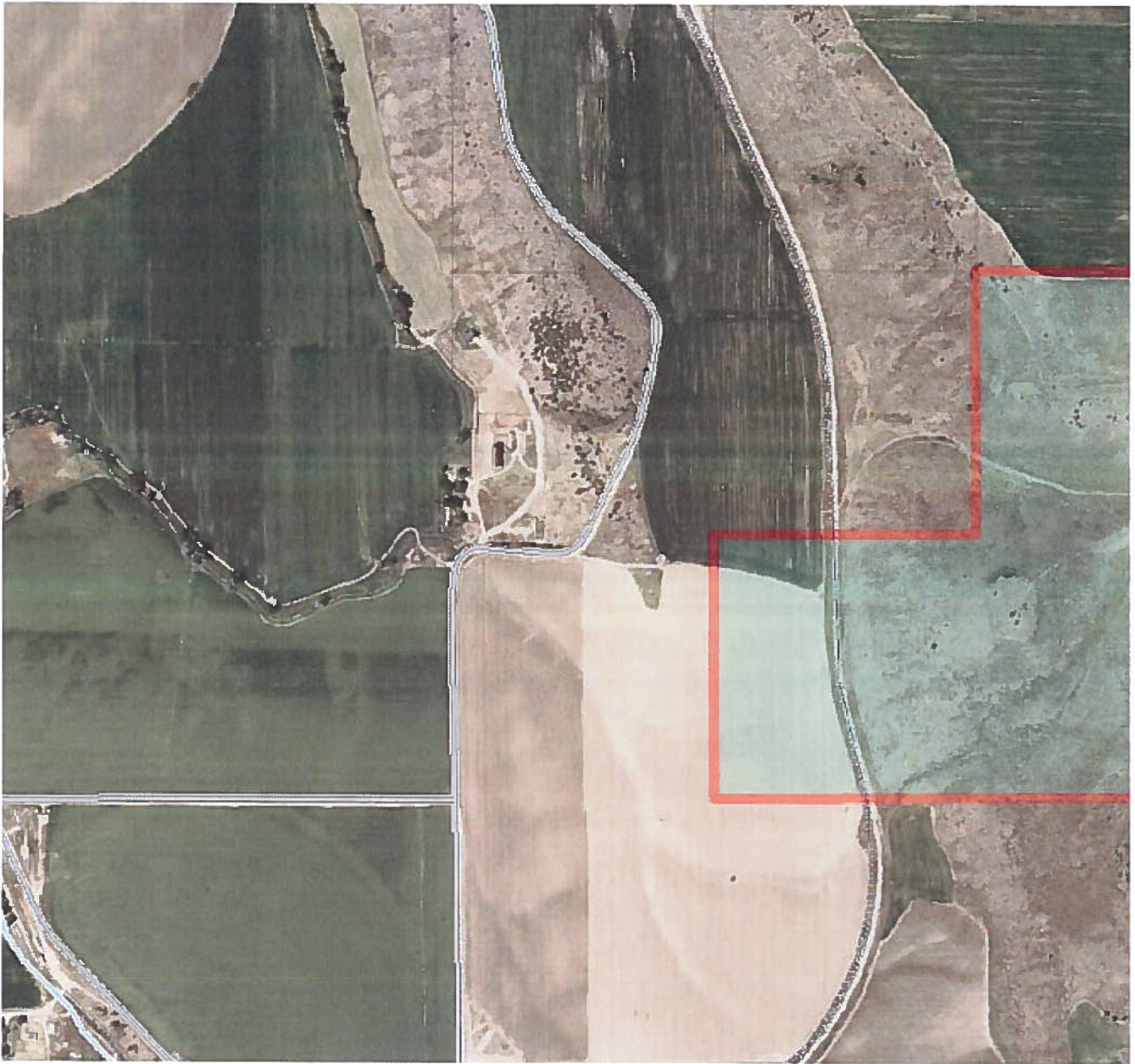
Parcel 19

PIN RP04N40E030001
Primary SMITH ROBERT
E
Physical
Mailing 512 S
MILLHOLLOW
RD
REXBURG, ID
83440
Secondary SMITH SALLY
Instrument # 370108
331289
331288
331287
331286
331244
Inspected 2010
2010 Taxes \$418.36
2011 Taxes \$382.86
Bedrooms 0
Bathrooms 0.00000000
Total Sq Ft 0.00000000 sq ft
Year Built 0
Assessment \$28748.00000000
Total Acres 79.70000000
GIS Area 3470141.96293847
Legal LOT 1 2| 03-04-40
|||



Parcel 20

PIN RP04N40E037801
Primary BYRNE JOYCE
Physical
Mailing 8633 S 1600 E
REXBURG, ID
83440
Secondary BYRNE J.R.
FAMILY TRUST
U/W/D/JANUARY
17,2007
CRAMER JOANN
TRUSTEE
TWITCHELL
LOUISE
TRUSTEE
Instrument # 356920
356919
222022
222021
Inspected 2010
2010 Taxes \$348.26
2011 Taxes \$347.30
Bedrooms 0
Bathrooms 0.00000000
Total Sq Ft 0.00000000 sq ft
Year Built 0
Assessment \$24050.00000000
Total Acres 110.00000000
GIS Area 4859600.68006562
Legal CERT #24850
#24851 | SE4 SW4;
W 60 RODS SW4
SE4;| 03-04-40 |
ASSIGNMENT
NO. 7559 & 7560 |



Parcel 21

PIN RP04N40E024202
Primary SUTTON
RANDALL D
Physical
Mailing 1628 W 8200 S
REXBURG, ID
83440
Secondary SUTTON JILL
Instrument # 192331
Inspected 2010
2010 Taxes \$662.50
2011 Taxes \$660.54
Bedrooms 0
Bathrooms 0.00000000
Total Sq Ft 0.00000000 sq ft
Year Built 0
Assessment \$42840.00000000
Total Acres 60.00000000
GIS Area 2635054.20717329
Legal NE4 SW4; W2
NW4 SE4| 02-04-
40 |||

