

RECEIVED

FEB 18 2011

WATER RESOURCES
WESTERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED

APR 12 2010

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

1. 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)
63-8457B					

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. 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**.
- C. 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**
- D. 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**.

3. Name and Address of Former Owner/Claimant(s)

The Dean Arthur Shelton Trust
2329 Fossil Canyon Dr
Henderson, NV 89502

4. New Owner/Claimant(s)

Lakeview Land Co, LLC

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

New Mailing Address

10778 Perch Rd

City, State and ZIP Code

Caldwell ID 83607

New Telephone Number

208-880-5508 Email: cbnfarm@gmail.com

5. Date you acquired the property

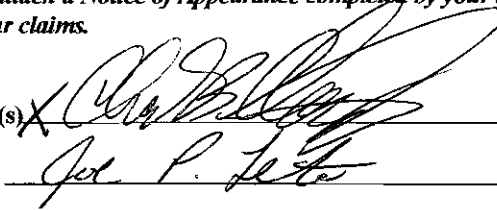
4/2/10

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)



(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 Jah
 Received by Jah
 Processed by AJ

Date 4-12-10
 Date 4-12-10
 Date

Receipt Amt. 25.00
 Receipt No. W030257
 WR Jah Date 2-18-11

2010015508

RECORDED

2010 Apr 5 PM 4 12

WILLIAM H. HURST

CANYON CNTY RECORDER

BY J. Crane
Requestor TitleOne Nampa 2nd Stre
Type DEED
Fee \$3.00

ELECTRONICALLY RECORDED BY SIMPLIFILE



Order No.: C1027764 JG/KW

WARRANTY DEED

FOR VALUE RECEIVED,

Dean Arthur Shelton, trustee of The Dean Arthur Shelton Trust created by that
certain agreement in writing dated October 1, 2009

the Grantor, does hereby grant, bargain sell and convey unto

Lakeview Land Co, LLC

whose current address is 10778 Perch Rd., Caldwell, ID 83607

the Grantee, the following described premises, in Canyon County, Idaho, TO WIT:

The South half of the Southeast quarter of Section 5, Township 2 North, Range 3 West of
the Boise Meridian, Canyon County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its
heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that
Grantor is the owner in fee simple of said premises; that they are free from all encumbrances EXCEPT
those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee;
and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning
ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including
irrigation and utility assessments (if any) for the current year, which are not due and payable, and that
Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so
requires, the singular number includes the plural.

April

April 1,

Dated: ~~March 31~~, 2010

Dean Arthur Shelton Trust
dated October 1, 2009

BY: Dean Arthur Shelton
Dean Arthur Shelton, Trustee
Of The Dean Arthur Shelton Trust

State of NEVADA

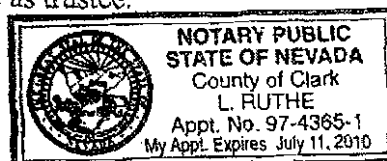
County of Clark

On this 1 day of April in the year 2010, before me, the undersigned, a notary public
in and for said state personally appeared DEAN ARTHUR SHELTON, known or
identified to me to be the person whose name is subscribed to the within instrument, as
trustee of THE DEAN ARTHUR SHELTON TRUST, dated October 1, 2009, and
acknowledged to me that he executed the same as trustee.

L. Ruthe
Notary

Residing at:

Commission expires on: 7/11/10





www.titleonecorp.com

Order No. C1027764

DEED OF TRUST

THIS DEED OF TRUST, dated April 1, 2010 between Lakeview Land Co, LLC, herein called GRANTOR, whose address is 10778 Perch Rd., Caldwell, ID 83607 and TITLEONE, an Idaho Corporation, herein called TRUSTEE, and Dean Arthur Shelton Trust dated October 1, 2009, herein called BENEFICIARY, whose address is 2329 Fossil Canyon Dr., Henderson, NV 89502.

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO THE TRUSTEE IN TRUST WITH POWER OF SALE, that property in the county of Canyon, State of Idaho, described as follows and containing not more than forty acres:

The South half of the Southeast quarter of Section 5, Township 2 North, Range 3 West of the Boise Meridian, Canyon County, Idaho..

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of \$150,000.00, with final payment due April, 2015 and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary and provided further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under a fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or

at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.
4. To pay, at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses, of this Trust. In Addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure to pay shall constitute a default under this Trust.
5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the rate of interest specified in the above-described promissory note.
6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligations hereof, may; make or do the same in such manner and such an extent as either may deem necessary to protect this security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of beneficiary or Trustee; 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, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
3. At any time or from time to time, without liability, therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: Reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention upon payment of its fees, Trustee shall reconvey without warranty, the property then held hereunder. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary 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 said 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 and

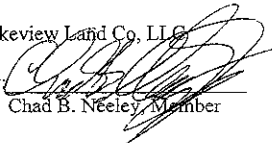
indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor 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 Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated. Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its Deed conveying the property so sold, but without any covenant or warranty expressed or implied. The recitals in such Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale. After deducting such costs, fees and expenses, of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof not then repaid, with accrued interest at the rate specified in the above described promissory note; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.
7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.
9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.
10. IF ALL OR ANY PART OF THE SUBJECT REAL PROPERTY, OR AN INTEREST THEREIN IS SOLD, TRANSFERRED, OR CONTRACTED TO BE SOLD OR TRANSFERRED IN THE FUTURE BY AGREEMENT WITHOUT THE BENEFICIARY'S PRIOR WRITTEN CONSENT, EXCLUDING A TRANSFER BY DEVISE, DESCENT OR OPERATION OF LAW UPON THE DEATH OF THE GRANTOR, BENEFICIARY MAY, AT BENEFICIARY'S OPTION, DECLARE ALL SUMS SECURED BY THIS DEED OF TRUST TO BE IMMEDIATELY DUE AND PAYABLE. IF THE BENEFICIARY SHALL WAIVE THE OPTION TO ACCELERATE AS PROVIDED BY ACCEPTING IN WRITING AN ASSUMPTION AGREEMENT OF THE SUCCESSOR IN INTEREST, BENEFICIARY SHALL THEN RELEASE GRANTOR UNDER THIS DEED OF TRUST AND THE NOTE.

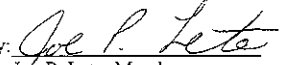
Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

Lakeview Land Co., LLC

By:


Chad B. Neeley, Member

By:


Joe P. Lete, Member

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 REPRESENTA-
TIONS AS TO THE SIZE, AREA OR ANY OTHER FACTS
RELATED TO THE LAND SHOWN HEREON.

R30008

1/18



R3000910

LOCUST LANE

1/16

1/4



CERTIFICATE OF ORGANIZATION LIMITED LIABILITY COMPANY

(Instructions on back of application)

FILED EFFECTIVE

10 MAR -2 AM 9:50

SECRETARY OF STATE
STATE OF IDAHO

1. The name of the limited liability company is:

Lakeview Land Co, LLC

2. The complete street and mailing addresses of the initial designated/principal office:

10778 Perch Rd Caldwell ID 83607

(Street Address)

(Mailing Address, if different than street address)

3. The name and complete street address of the registered agent:

Joe P. Lete

10778 Perch Rd Caldwell ID 83607

(Name)

(Street Address)

4. The name and address of at least one member or manager of the limited liability company:

Name

Address

Joe P Lete

10778 Perch Rd Caldwell ID 83607

Chad B. Neeley

10778 Perch Rd Caldwell ID 83607

5. Mailing address for future correspondence (annual report notices):

10778 Perch Rd Caldwell ID 83607

6. Future effective date of filing (optional):

Signature of organizer(s). (An organizer is a member, or is acting in behalf of a member or members).

Signature

Joe P. Lete

Typed Name:

Joe P Lete

Signature

Chad B. Neeley

Typed Name:

Chad B Neeley

Secretary of State use only

W 91061

IDAHO SECRETARY OF STATE
03/02/2010 05:00
CK: 4941 CT: 140007 BH: 1210396
1 @ 100.00 = 100.00 ORGAN LLC # 2

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