

RECEIVED 02

DEC 30 2010

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

DEPARTMENT OF
WATER RESOURCES

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
74-15936-wagoner	Yes ☒	74-15944	Yes ☐		Yes ☐
74-15936-wagoner	Yes ☒	74-15945	Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: James Wagner
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Rivco LLC
Name of each new owner as listed on the conveyance document

New owner continued Name connector ☐ and ☐ or ☐ and/or
P.O. Box 640
Mailing address
Salmon Id 83467
City State ZIP
208.756.2822 JIMPSAVEWAYMARKET.COM
Telephone Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
- ☒ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: 11/29/10

6. This form must be signed and submitted with the following **REQUIRED** items:
- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
 - Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
 - Filing fee (see instructions for further explanation):
 - \$25 per *undivided* water right.
 - \$100 per *split* water right.
 - No fee is required for pending adjudication claims.

7. Signature: [Signature] Pres 12/21/2010
Signature of new owner/claimant Title, if applicable Date

Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only: SRF 2/24/11
Received by SRF Date 12/30/2010 Receipt No. CO92491 Receipt Amt. \$150-
Approved by _____ Processed by SR Date 2/25/11 CO92269 \$50-

Warranty Deed

For Value Received JAMES WAGNER, a single person,

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

RIVCO, L.L.C. an Idaho Limited Liability Company

whose current address is PO Box 640, Salmon ID, 83467

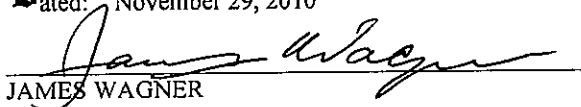
the grantees, the following described premises, in Lemhi County Idaho, to wit:

SEE EXHIBIT "A" ATTACHED HERETO:

The above conveyance is made free and clear of all other encumbrances except: Rights-of-way and easements, reservation in Federal patents and State deeds, or other restrictions imposed by law, building and zoning regulations and ordinances of any governmental unit, whether of sight or of record.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) do hereby covenant to and with the said Grantee(s), that he/she/they is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances and that he/she/they will warrant and defend the same from all lawful claims whatsoever.

Dated: November 29, 2010

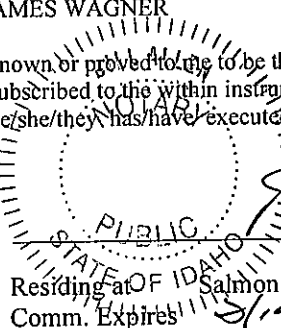

JAMES WAGNER

STATE OF Idaho, County of Lemhi--ss

On this 29th day of NOVEMBER 2010
before me, a notary public in and for said State, personally appeared

JAMES WAGNER

Known or proved 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 has/have executed the same.


Notary Public
Idaho

Notary Public
Idaho

Reserved for recording information

Instrument # 284608 # Pages: 2
LEMHI COUNTY, Idaho
Dec 03, 2010 10:23:14 am Fee: \$ 13.00
For: ALLIANCE TITLE
TERRI J. MORTON, Recorder
BARMSTRONG, Deputy

ALLIANCE
TITLE & ESTATE CORP.

**LEGAL DESCRIPTION
EXHIBIT 'A'**

PARCEL C

A PARCEL OF LAND LOCATED IN THE WEST HALF, SECTION 14, T. 20 N., R. 23 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 14, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION BEARS N. 00° 11' 24" W. A DISTANCE OF 2628.20 FT., THE BASIS OF BEARING OF THIS DESCRIPTION, RUN THENCE S. 54° 23' 53" E. A DISTANCE OF 82.86 FT. TO THE POINT OF BEGINNING;

THENCE N. 07° 20' 56" E. A DISTANCE OF 54.75 FT.;

THENCE N. 73° 18' 24" E. A DISTANCE OF 570.46 FT.;

THENCE S. 58° 02' 13" E. A DISTANCE OF 471.08 FT.;

**THENCE N. 31° 10' 21" E. A DISTANCE OF 1784.73 FT. TO A POINT IN THE CENTERLINE OF THE LEMHI RIVER;
THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID CENTERLINE;**

S. 51° 17' 00" E. 76.86 FT.; S. 52° 01' 02" E. 152.29 FT.;

S. 122.51 FT.; S. 39° 39' 39" E. 228.75 FT.;

S. 73° 37' 43" E. 231.03 FT.; S. 56° 30' 27" E. 185.62 FT. TO A POINT ON THE EASTERLY BOUNDARY OF THE WEST HALF OF SAID SECTION;

THENCE S. 00° 11' 48" E. ALONG SAID BOUNDARY A DISTANCE OF 962.27 FT.;

THENCE WEST A DISTANCE OF 1629.46 FT.;

THENCE N. 59° 01' 46" W. A DISTANCE OF 466.73 FT.;

THENCE S. 73° 18' 24" W. A DISTANCE OF 577.22 FT. TO THE POINT OF BEGINNING.

Bill Allen Escrow

PO Box 1227
533 Main St.
Salmon ID 83467

Telephone: 208-756-2714
208-756-2720
Fax No. 888-619-2714

DATE: December 7, 2010

DATE OF
TRANSACTION: November 29, 2010

(x) BUYER RIVCO, LLC

SELLER JAMES WAGNER

Following is a list of documents we are enclosing in connection with the above transaction:

If you have any questions, please call our office.

We appreciate your business and we thank you for using our office for this transaction.



DIZ ALLEN

Escrow Closing Instruction
Buyers' Closing Statement
Warranty Deed—recorded as Instrument No. 284608
(x) Original
Title Insurance Policy
(x) Original

Bill Allen Escrow

533 Main St.,-- P.O. Box 1227

Salmon, ID 83467

208-756-2714

Fax No. 1-888-619-2714

ESCROW CLOSING INSTRUCTIONS:

To: BILL ALLEN ESCROW

Date: November 29, 2010

Before close of escrow JAMES WAGNER, a single person, will deposit with you under these instructions the following:

☒ Executed Warranty Deed

Which you are hereby authorized and instructed to deliver, release and/or record when you have for the account of Seller(s), TWO HUNDRED TWENTY FIVE THOUSAND AND NO/100 (\$225,000.00) Dollars lawful money of the United States of America subject to any charges and/or credits authorized herein; and RIVCO, L. L.C, an Idaho Limited Liability Company, has or will deposit with you a personal check, cashier's check or other certified funds as required by the Closing Agent to comply with these instructions, and the following:

\$ 5,000.00 Earnest Money paid
\$220,000.00 Due at closing

You are hereby authorized and directed to use the funds and documents described above, when you are able to close in accordance with the instructions below:

1a. When you are in a position to have the title company issue a policy of title insurance insuring Buyer(s) (or as otherwise hereinafter provided) in the form of a standard policy as follows:

☒ Owners ☐ Purchaser's

in the amount of \$225,000.00 on the real property described in the Title Commitment No 3071005575L-D which the undersigned have read and approved, which will show record title vested in as to a free and clear of all encumbrances except for the insuring clauses exceptions, exclusions, provisions and stipulations customarily contained in the printed provisions of such form and exceptions as set forth in the above referenced title commitment dated November 17, 2010.

You are instructed to disburse deposited funds pursuant to the Buyer(s) and Seller(s) Closing Statements examined and approved by parties hereto and by this reference made a part hereof. Proceeds of this escrow may be disbursed by your check payable to the respective parties, and your checks and documents may be mailed to the addresses set forth herein. The closing Agent is authorized to amend the Seller(s)' and/or Buyers(s)' Closing Statement to pay any additional liens or charges that are brought to the closing agent for payment, which are required to be paid to give clear title to the property being sold herein. Bill Allen Escrow reserves the right to demand additional funds

to correct any error or omission in the Seller(s)'s and/or Buyer(s)' Closing Statements that was calculated in good faith, whether the error or omission is mathematical, clerical, typographical, or for any transaction that occurred on or after the date of the closing of this transaction.

Escrow holder has been instructed to prepare certain documents in connection with this transaction which documents have been read and approved by the parties as to form, content and terms and have been approved for use in this escrow.

Warranty Deed
Sellers' Closing Statement
Buyer(s)' Closing Statement

2. You are instructed to prorate as of November 29, 2010 the following:
Taxes for the year 2010

And it is understood that the prorated charges shown upon the escrow closing statement are prorated as of that date. Assume a per diem basis (based on 365 days per year) in any prorate herein provided, and unless parties otherwise instruct you, you are to use the information contained in the last available tax statement, rental statement, or beneficiaries statement delivered into escrow for the prorates provided above. In the event any beneficiary's statement reveals a deposit, account or funds for a future payment of taxes, insurance or other future obligations of the loan you are to (x) credit seller and debit Buyer(s).

It is understood and agreed that the real property tax pro ration herein is based on 2009 taxes in the amount of \$155.28 for the real property. The undersigned parties hereby affirm and agree that Escrow Holder, its employees, agent or assigns have not made any warranties as to the accuracy of these tax figures. Further, the undersigned parties agree that should the actual tax as shown in the tax statement forwarded by the assessor's office during the year of sale, differ from the figure represented in the closing statement, the parties will make adjustments between themselves, outside of this escrow. Escrow holder shall not be responsible or liable for reimbursement as required thereby.

Bill Allen Escrow accepts no responsibility for and the undersigned hereby hold harmless Bill Allen Escrow for the change in taxes levied from the previous year to the current year.

If Seller(s) have given the Buyer(s) excess credit based on the estimate as compared to actual figures, Buyer(s) agree to reimburse the Seller(s) for the difference, outside of escrow.

If Buyer(s) have not received enough credit based on the estimate compared to actual figures, Seller(s) agree to reimburse Buyer(s) outside of escrow.

Buyer(s) or Seller(s) agree to reimburse one another within ninety (90) days from the date tax notices are received.

Seller(s) agree to promptly forward to Buyer(s) any tax bills received by Seller(s) for the current year.

3. All water and utility charges and changes of ownership, if applicable (except for irrigation, sewer and/or trash assessments (if any) will be handled by the principals outside of this escrow. Escrow holder is not to be concerned with or responsible for transfer of keys and/or physical possession of the property. Escrow holder shall not be responsible for the pro-ration of any rent. Escrow holder is not concerned with or responsible for the transfer of any water rights.

4. Unless specifically provided elsewhere in these instructions, the cancellation, transfer or purchase of fire or other casualty insurance shall be handled by the parties outside of this escrow.
5. You are authorized to deduct from seller's proceeds any additional monies due on loan payoff or other demands as necessary to effectuate title as described above, and Seller(s) agrees to reimburse you for any charges incurred by you in connection with obtaining said payoffs or demands. The parties understand that there may be adjustments on interest or unusual recording fees after the signing of these instructions. You are further authorized to deduct same from Seller(s)' proceeds and/or deduct from Buyer(s)' funds any payments made by you for said recording fees.
6. All monies received by you in this escrow are to be deposited in your trust account pending closing. Seller(s) and/or Buyer(s) hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which escrow holder has or may have other banking relationships and further consent to the retention by escrow holder and/or its affiliates of any and all benefits which may be received from such financial institutions by reason of their maintenance of said trust accounts. Unless otherwise specifically agreed, you may commingle funds received by you in escrow with escrow funds of others and may deposit such funds in a checking account with any federally insured bank. It is understood that you shall be under no obligation to invest funds deposited with you on behalf of any depositor, nor shall you be accountable to the depositor for any earnings or other incidental benefits attributable to the funds, which may be received by you while you hold such funds.
7. These instructions are effective for 14 days from the date hereof; and thereafter without written instructions to continue, you are authorized and instructed to cancel this escrow. I/we jointly and severally, agree to pay your cancellation fee and all subject to written cancellation instructions executed by all principals involved.
8. These escrow-closing instructions may be executed in counterparts with like effect as if all signatures appeared on a single copy.
9. You are bound solely by the provisions set forth in these escrow instructions and the parties hereto understand that you are not a party to any Earnest Money Receipt and Agreement, executed by the parties herein, and that said Earnest Money Receipt and Agreement (and Amendments thereto, if any) is (are) not a part of these escrow closing instructions. You are to assume no liability for the sufficiency or enforceability of any provisions in said Earnest Money Agreement. The undersigned hereby affirm that all of the terms and conditions contained in the Earnest Money Agreement have been met or waived to the complete satisfaction of the parties.
10. You are instructed to furnish to any broker or lender identified with this transaction or anyone acting on behalf of such lender, any information concerning this escrow upon request of said broker or lender.
11. Should any dispute arise between parties interest in property or funds covered by these instructions you should have the option to hold all matters pending in their then existing status or to join in or commence a court action, or to bring an action in interpleader, at your option. Upon your determination to hold this escrow open for determination of the rights of the parties, you will be relieved of all responsibility to proceed until the rights of the parties are settled to your satisfaction. Further, you as escrow holder, shall be entitled to continue to so refrain to act until (a) the parties hereby have reached an agreement in their differences and shall have notified the escrow holder in writing of such agreement or (b) the rights of the parties have been duly adjudicated by a Court of competent jurisdiction. It is further agreed that in the event any suit of claim made against you by either or both parties to this escrow or in the event any suit is instituted by you to resolve your responsibility regarding conflicting claims of both parties to this escrow, that said parties, jointly and

severally, shall be required to pay all of your expenses, costs and reasonable attorney's fees incurred by you in connection therewith, whether suit is instituted by you or any of the parties hereto, or not.

12. In the event of any disagreement between the parties hereto, or demands or claims made upon you by the parties hereto or interested herein or by any other party, you, as escrow holder, shall have the right to employ legal counsel to advise you and/or represent you in any Suit or action brought affecting this escrow or the papers held in connection herewith or to bring an action in interpleader, at your option. The parties hereto shall be jointly and severally liable to you for any and all attorney's fees, costs and disbursements incurred by you in connection with the employment of counsel in such conflict and, upon demand, the parties shall forthwith pay the same to you, as escrow holder. If you are required to institute suit to collect such sums as are owed to you pursuant to this or any other provision of this instruction, you shall further be entitled to payment by the parties found liable for such unpaid charges of any costs and attorney fees incurred in the prosecution of such action.

13. If for any reason funds are retained or remain in the escrow after closing date, you are to deduct therefrom a reasonable monthly charge as custodian thereof of not less than \$10.00 per month.

ADDITIONAL INSTRUCTIONS:

a) Buyer(s) acknowledge receipt of Commitment for Title Insurance, including a plat map and evidencing Covenants and Restrictions (if any of record) regarding the property transferred herein.

HOMEOWNERS EXEMPTION:

As a property owner you may be eligible for a "Homeowners Exemption" which could significantly reduce the amount of property taxes that you are required to pay. This eligibility is not automatic, however. It is your responsibility to apply right away at the County Assessor's Office.

HAZARD INSURANCE DISCLAIMER:

The Buyer(s) herein are obtaining hazard insurance on the subject property outside of escrow. Bill Allen Escrow has no liability or responsibility to confirm coverage or payment of same.

DECLARATION OF ESCROW SERVICES:

Both Buyer(s) and Seller(s) acknowledge the following by their signatures:

We have been specifically informed that Bill Allen d/b/a Bill Allen Escrow is not licensed to practice law and no legal advice has been offered by Bill Allen Escrow or any of its employees. We have been further informed that Bill Allen d/b/a Bill Allen Escrow is acting only as escrow holder and it is forbidden by law from offering any advice to any party respecting merits of this escrow transaction or the nature and content of the documents executed herein, and that it has not done so. That the Seller(s) and Buyer(s) herein shall indemnify and save harmless Bill Allen d/b/a Bill Allen Escrow and any of his employees against any and all claims and liability arising from any action brought by the parties concerning any documents used in this transaction.

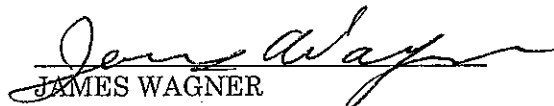
We have been requested by escrow holder to seek legal counsel of our own choosing at our own expense, if we have any doubt or questions concerning any aspect of this transaction.

We have been afforded adequate time and opportunity to read and understand these escrow instructions and all other documents referred to herein.

The escrow closing instructions constitute the entire agreement between the escrow holder and the undersigned parties. Any amendments and/or supplement to these instructions must be in writing.

We further understand that Bill Allen Escrow assumes no liability as to any law, ordinance or government regulations including, but not limited to building, zoning and division of land ordinances and assumes no responsibility for determining that the parties to the escrow have complied with the requirements of the Truth and Lending, Consumers Protection Act (Public Law 90-321) or similar laws.

THE UNDERSIGNED HAVE READ AND FULLY UNDERSTAND THE FOREGOING ESCROW CLOSING INSTRUCTIONS AND ALSO THE DECLARATION SET FORTH ABOVE AND AGREE TO THE SAME.

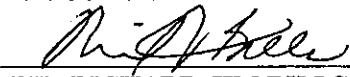

JAMES WAGNER

"SELLER"

Forwarding address:
216 Red Rock Stage Rd,
Salmon ID 83467

Phone 208-756-7700

RIVCO L.L.C.

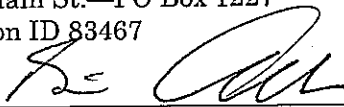

BY: RICHARD JIM BILLS
Managing Member

"BUYER"

Address:
PO Box 640
Salmon ID 83467

Phone: 208-756-2822

The foregoing instructions have been acknowledged by
Bill Allen Escrow
533 Main St.—PO Box 1227
Salmon ID 83467

BY: 

DATED: 11-30-10

BUYERS' CLOSING STATEMENT

CLOSING DATE: NOVEMBER 29 2010

BUYER: RIVCO, L.L.C. an Idaho Limited Liability Company

SELLER: JAMES WAGNER, a single person,

PROPERTY: SEE EXHIBIT "A" ATTACHED HERETO:

	<u>CHARGES</u>	<u>CREDITS</u>
Purchase price	\$ 225,000.00	
Earnest Money paid		\$ 5,000.00
Prorated property taxes	13.19	
Closing fee	300.00	
Recording fee	13.00	
Typing fee and courier fees	35.00	
Amount due from buyer		220,361.19
TOTALS	<u>\$ 225,361.19</u>	<u>\$ 225,361.19</u>

INFORMATION

1. The property taxes will be prorated using the 2010 tax rates with the seller being obligated for 333 days and the buyer being obligated for 32 days. The parties acknowledge that there may be a difference between the amount of taxes prorated and the actual tax assessment ultimately derived. The parties herein agree to hold the closing agent harmless for any prorated differences or additional taxes and agree to promptly adjust any such difference between themselves.

2. The Closing Agent is not licensed to practice law and no legal advice, advice as to the contents of the documents nor advice as to the merits of the transaction have been offered by the Closing Agent should they have questions concerning the signing of documents, the preparation and legality of this Closing Statement, or other documents made in connection with this transaction or the tax consequences of this transaction, they are advised to consult their attorney and/or financial advisor.

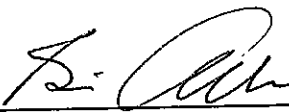
3. The buyer hereto certifies that he/she is buying the property described herein on the basis of his/her own examination and personal knowledge of the realty described herein and his/her opinion of the value thereof; and the buyer agrees to take said property in the condition said property is at the time of closing, "As is-Where Is". That the buyer has examined the boundaries of the property and accepts the same as they are at the time of this closing.

4. This Closing Statement does not merge into the Deed but survives the delivery and recording of the Deed and is binding on the parties, their assigns and heirs.

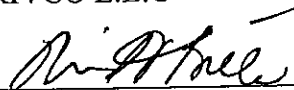
5. We hereby affirm that we have read the terms outlined herein. This statement has been explained to us and we understand the same.

I, Bill Allen, hereby certify that the foregoing is a true and correct statement of funds received and disbursed by us in the above closing.

CLOSING AGENT:

BY: 
BILL ALLEN ESCROW
BOX 1227
SALMON ID 83467

RIVCO L.L.C


BY: RICHARD JIM BILLS
Managing Member

Order No.: 3071005575L-D

**LEGAL DESCRIPTION
EXHIBIT 'A'**

PARCEL C

A PARCEL OF LAND LOCATED IN THE WEST HALF, SECTION 14, T. 20 N., R. 23 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 14, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION BEARS N. 00° 11' 24" W. A DISTANCE OF 2628.20 FT., THE BASIS OF BEARING OF THIS DESCRIPTION, RUN THENCE S. 54° 23' 53" E. A DISTANCE OF 82.86 FT. TO THE POINT OF BEGINNING;

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Chicago Title Insurance Company

POLICY NO. ID2030-46-3071005575-2010.72306-82270699

OWNER'S POLICY OF TITLE INSURANCE

Issued by

Chicago Title Insurance Company

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 the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, 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 protection
 if 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. Title being vested other than as stated Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A 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.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 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 deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Countersigned:

Authorized Signatory

Tina Dettloff

CHICAGO TITLE INSURANCE COMPANY

By:



ATTEST

President

Secretary

ID2030 3071005575
Alliance Title & Escrow Corporation
205 Courthouse Dr
Salmon, ID 83467
Tel:(208) 756-4231
Fax:(208) 756-4232
72306 (6/06)

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 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. 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 deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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 Sections 10 and 11 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) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) 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,
 - (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, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "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.
- (g) "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.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "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.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "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 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, 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 hereunder of any claim of title or interest that is adverse to the Title, 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, 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, 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 from 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 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.

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

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, 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 lesser of

(i) the Amount of Insurance; or

(ii) 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.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, 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 addition to the extent of liability under (a) and (b), 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, 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.

(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, 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

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.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. 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.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) 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 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 Company's right of subrogation includes 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.

14. 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.

15. 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 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.

16. 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.

17. 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 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.

18. NOTICES, WHERE SENT

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 Chicago Title Insurance Company, Attn: Claims Department, P. O. Box 45023, Jacksonville, Florida 32232-5023.

SCHEDULE A

Chicago Title Insurance Company

Order Number	Policy Number	Date of Policy	Amount of Insurance	Premium Amount
3071005575L-D	72306-82270699	December 3, 2010 At 10:23AM	\$225,000.00	\$1,078.00

Endorsements:

Address Reference: Section 14, T. 20 N., R. 23 E., Salmon, ID 83467

\$

1. Name of Insured:

RIVCO, L.L.C., an Idaho Limited Liability Company

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

RIVCO, L.L.C. an Idaho Limited Liability Company

4. The Land referred to in this policy is described as follows:

PARCEL C

A PARCEL OF LAND LOCATED IN THE WEST HALF, SECTION 14, T. 20 N., R. 23 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 14, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION BEARS N. 00° 11' 24" W. A DISTANCE OF 2628.20 FT., THE BASIS OF BEARING OF THIS DESCRIPTION, RUN THENCE S. 54° 23' 53" E. A DISTANCE OF 82.86 FT. TO THE POINT OF BEGINNING;

THENCE N. 07° 20' 56" E. A DISTANCE OF 54.75 FT.;

THENCE N. 73° 18' 24" E. A DISTANCE OF 570.46 FT.;

THENCE S. 58° 02' 13" E. A DISTANCE OF 471.08 FT.;

**THENCE N. 31° 10' 21" E. A DISTANCE OF 1784.73 FT. TO A POINT IN THE CENTERLINE OF THE LEMHI RIVER;
THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID CENTERLINE;**

S. 51° 17' 00" E. 76.86 FT.; S. 52° 01' 02" E. 152.29 FT.;

S. 122.51 FT.; S. 39° 39' 39" E. 228.75 FT.;

**S. 73° 37' 43" E. 231.03 FT.; S. 56° 30' 27" E. 185.62 FT. TO A POINT ON THE
EASTERLY BOUNDARY OF THE WEST HALF OF SAID SECTION;
THENCE S. 00° 11' 48" E. ALONG SAID BOUNDARY A DISTANCE OF
962.27 FT.;
THENCE WEST A DISTANCE OF 1629.46 FT.;
THENCE N. 59° 01' 46" W. A DISTANCE OF 466.73 FT.;
THENCE S. 73° 18' 24" W. A DISTANCE OF 577.22 FT. TO THE POINT
OF BEGINNING.**

END OF SCHEDULE A

SCHEDULE B

Order No.: 3071005575L-D Policy No.: 72306-82270699

EXCEPTIONS FROM COVERAGE

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

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, 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. Taxes, including any assessments collected therewith, for the year 2011, which are a lien not yet payable.
8. Sanitary Regulations and recommendation recorded December 16, 2004 as Instrument No. 281640.
9. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted to: Idaho Power Company, a corporation.
Purpose: Powerlines and incidental purposes.
Recorded: June 13, 1963.
Book E at Page No. 559, Official Records of Lemhi County.
10. An recorded agreement for roadway maintenance as described in Agreement recorded October 11, 1994 as Instrument No. 224370, records of Lemhi County, Idaho.
11. An agreement for stock driveway and road ingress and egress recorded October 11, 1994 as Instrument No.: 224370, records of Lemhi County, Idaho.
12. Record of Survey recorded June 17, 1996 as Instrument No. 230247 in Book 9 at Page 57, as follows:
"All utilities either public or private shall be underground along said easement."

13. An 20 ft. easement for the purpose shown below and rights incidental thereto as reserved in a document.

Purpose: Utility Easement.

Recorded: December 16, 2009 as Instrument No. 281645.

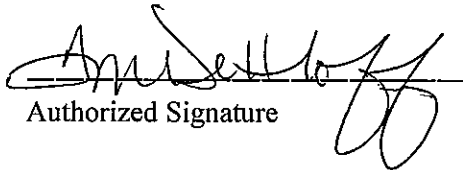
14. Any adverse claim based on the assertion that the location of the Lemhi River has moved.

15. Any rights, interests or easements in favor of the public which exist or are claimed to exist over any part of said land covered by water that is included within the boundaries of Lemhi River.

16. The right, title and interest of the public in and to those portions of the above described premises falling within the bounds of roads or highways, dedicated and or otherwise used by the public, and subject to all easements and restrictions attendant and pertinent to said highways.

END OF SCHEDULE B

Countersigned:


Authorized Signature

Order No.: 3071005575L-D

LEGAL DESCRIPTION
EXHIBIT 'A'

PARCEL C

A PARCEL OF LAND LOCATED IN THE WEST HALF, SECTION 14, T. 20 N., R. 23 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 14, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION BEARS N. $00^{\circ} 11' 24''$ W. A DISTANCE OF 2628.20 FT., THE BASIS OF BEARING OF THIS DESCRIPTION, RUN THENCE S. $54^{\circ} 23' 53''$ E. A DISTANCE OF 82.86 FT. TO THE POINT OF BEGINNING;

THENCE N. $07^{\circ} 20' 56''$ E. A DISTANCE OF 54.75 FT.;

THENCE N. $73^{\circ} 18' 24''$ E. A DISTANCE OF 570.46 FT.;

THENCE S. $58^{\circ} 02' 13''$ E. A DISTANCE OF 471.08 FT.;

THENCE N. $31^{\circ} 10' 21''$ E. A DISTANCE OF 1784.73 FT. TO A POINT IN THE CENTERLINE OF THE LEMHI RIVER;

THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID CENTERLINE;

S. $51^{\circ} 17' 00''$ E. 76.86 FT.; S. $52^{\circ} 01' 02''$ E. 152.29 FT.;

S. 122.51 FT.; S. $39^{\circ} 39' 39''$ E. 228.75 FT.;

S. $73^{\circ} 37' 43''$ E. 231.03 FT.; S. $56^{\circ} 30' 27''$ E. 185.62 FT. TO A POINT ON THE EASTERLY BOUNDARY OF THE WEST HALF OF SAID SECTION;

THENCE S. $00^{\circ} 11' 48''$ E. ALONG SAID BOUNDARY A DISTANCE OF 962.27 FT.;

THENCE WEST A DISTANCE OF 1629.46 FT.;

THENCE N. $59^{\circ} 01' 46''$ W. A DISTANCE OF 466.73 FT.;

THENCE S. $73^{\circ} 18' 24''$ W. A DISTANCE OF 577.22 FT. TO THE POINT OF BEGINNING.

Warranty Deed

For Value Received JAMES WAGNER, a single person,

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

RIVCO, L.L.C. an Idaho Limited Liability Company

whose current address is PO Box 640, Salmon ID, 83467

the grantees, the following described premises, in Lemhi County Idaho, to wit:

SEE EXHIBIT "A" ATTACHED HERETO:

The above conveyance is made free and clear of all other encumbrances except: Rights-of-way and easements, reservation in Federal patents and State deeds, or other restrictions imposed by law, building and zoning regulations and ordinances of any governmental unit, whether of sight or of record.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) do hereby covenant to and with the said Grantee(s), that he/she/they is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances and that he/she/they will warrant and defend the same from all lawful claims whatsoever.

Dated: November 29, 2010

JAMES WAGNER

STATE OF Idaho, County of Lemhi--ss

On this 29th day of NOVEMBER 2010
before me, a notary public in and for said State, personally appeared

JAMES WAGNER

Known by me to be the person(s) whose name(s) is/are
subscribed to the within instrument, and acknowledged to me that
he/she/they has/have executed the same.

Residing at Salmon
Comm. Expires 5/7/2015

Notary Public
Idaho

Reserved for recording information

Instrument # 284608 # Pages: 2
LEMHI COUNTY, Idaho
Dec 03, 2010 10:23:14 am Fee: \$ 13.00
For: ALLIANCE TITLE
TERRI J. MORTON, Recorder
BARMSTRONG, Deputy

ALLIANCE