

DEV ✓

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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

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)
31-10503 WR					
31-000625 WR					
31-07203 WR					
31-02248 WR					
31-000635 WR					

SUPPORT DATA

IN FILE # 31-000625

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)

Boyd Ashcraft BHA

for All Water Rights.

3021 N 5000 E Sugar City Id. 83448

CIN Family Land Investments LLC

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

4. Department of Water Resources New Owner/Claimant(s)

New Mailing Address

P.O. Box 460

City, State and ZIP Code

IDAHO, ID. 83427

New Telephone Number

(208) 523-0310 Email: Newman@Eagleproducts

5. Date you acquired the property

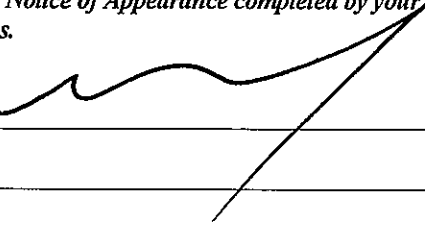
3/17/08

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)

 OWNER
(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 BMK
 Received by _____
 Processed by _____ AJ

Date 6/4/08
 Date _____
 Date _____

Receipt Amt. 125.00
 Receipt No. E034105
 WR _____ Date _____



FIRST AMERICAN TITLE COMPANY

P.O. Box 307, REXBURG, IDAHO 83440

TELEPHONE: (208) 356-3653

FAX: (208) 356-3669

PROPERTY PROFILE

PREPARED ESPECIALLY FOR: Kristen
Idaho Real Estate

DATE: January 22, 2007

PREPARED BY: Vern

LEGAL DESCRIPTION: Ptn Sections 22 and 23 T7N, R36E, Jefferson Co.

ADDRESS (if of record): None

LAST GRANTEE OF RECORD: Blaine Vern Ashcraft

MORTGAGE(S) OR DEED(S) OF TRUST IN FAVOR OF:

ATTACHMENTS: ☒ Deed
☐ Deed of Trust/Mortgage
☒ Plat
☐ Restrictions

*This information is provided at no charge by First American Title Company to Realtors only in anticipation of receiving an order on the above mentioned property.

RECEIVED

JUN 04 2008

Department of Water Resources
Eastern Region

RECEIVED

MAY 22 2008

Department of Water Resources
Eastern Region

RECEIVED

MAY 22 2007

Department of Water Resources
Eastern Region

355043

CORRECTION**PERSONAL REPRESENTATIVE'S DEED**

THIS INDENTURE, Made this 4th day of January, 2007, between Nathan Ashcraft, as Personal Representative of the Estate of Helen F. Ashcraft, deceased, of 2983 East 2000 North, Sugar City, Idaho 83448, the party of the first part, and Blaine Vern Ashcraft, of 3021 North 5000 East, Sugar City, Idaho 83448, as his sole and separate property, with the income, rents, issues and proceeds thereof to be and remain sole and separate property, the party of the second part,

WITNESSETH, That the said party of the first part, as the duly appointed, qualified and acting Personal Representative of said estate, does by these presents grant, convey and confirm, unto the said party of the second part, and to his heirs and assigns forever, all of the right, title and interest of the Estate of Helen F. Ashcraft, deceased, in and to the Hamer property located in Jefferson County, Idaho, described as follows to-wit:

The undivided one-fourth interest of the Estate of Helen F. Ashcraft, as a tenant in common with others in and to the following:

Tract One: Northeast Quarter of the Southeast Quarter East Railroad right-of-way, in Section 22, Township 7 North, Range 36 East, Boise Meridian, Southeast Quarter, North One-Half of the Southwest Quarter, Southeast Quarter of the Southwest Quarter, in Section 23, Township 7 North, Range 36 East, Boise Meridian.

Tract Two: Southeast Quarter of the Northeast Quarter, lying East of the Railroad right-of-way, in Section 22, Township 7 North, Range 36 East, Boise Meridian, Southwest Quarter of the Northwest Quarter in Section 23, Township 7 North, Range 36 East, Boise Meridian.

Tract Three: Northeast Quarter of the Northeast Quarter, in Section 22, Township 7 North, Range 36 East, Boise Meridian, East One-Half of the Northwest Quarter, Northwest Quarter of the Northwest Quarter, in Section 23, Township 7 North, Range 36 East, Boise Meridian.

Excluding therefrom the following described parcel of property:

Township 7 North, Range 36 East of the Boise Meridian, Jefferson County, Idaho, Section 22: Beginning at the Northwest Corner of the

PERSONAL REPRESENTATIVE'S DEED - Page 1
FAWP6ADCASHCRAFTN.CPR

RECEIVED BY

ASSESSOR

For PLATTING

Date 1-8-07 Time 3:05

Instrument # 355043

RIGBY, JEFFERSON, IDAHO

2007-01-08

03:05:00 No. of Pages: 3

Recorded for: RIGBY THATCHER ANDRUS

CHRISTINE BOULTER

Ex-Officio Recorder Deputy

Fee: 9.00

Index to: DEED, CORRECTION

Northeast Quarter of the Northeast Quarter; thence South 1320 feet; thence East 884 feet; thence North 1320 feet; thence West 884 feet to the point of beginning. EXCEPTING THEREFROM: Public road right of ways.

ALSO, Tract 4: All that portion of the Southwest Quarter of the Southwest Quarter of Section 23, Township 7 North, Range 36 East, Boise Meridian, lying East of the Railroad right-of-way.

Together with all improvements, easements and appurtenances thereto, and subject to such rights, easements and covenants as appear of record or by use upon the premises. However, excluding only the granaries and circular irrigation equipment, but not excluding the pump, well and water rights.

Subject to easements of record or in existence for roads, ditches and utilities.

Together with all water and water rights, ditch and ditch rights, appurtenant thereto, including but not necessarily limited to water right #s 31-00062S, 31-00063S, 31-07203, 31-10503, 31-02248, 31-10504 and 31-10505.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders and rents, issues and profits thereof;

This Correction Personal Representative's Deed corrects that certain Personal Representative's Deed dated September 1, 2006 involving the parties herein recorded as Instrument Number 354853, on December 29, 2006 in the real property records of Jefferson County, Idaho.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever.

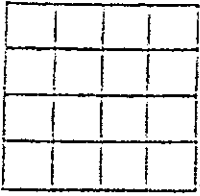
26



AUG 14 2008

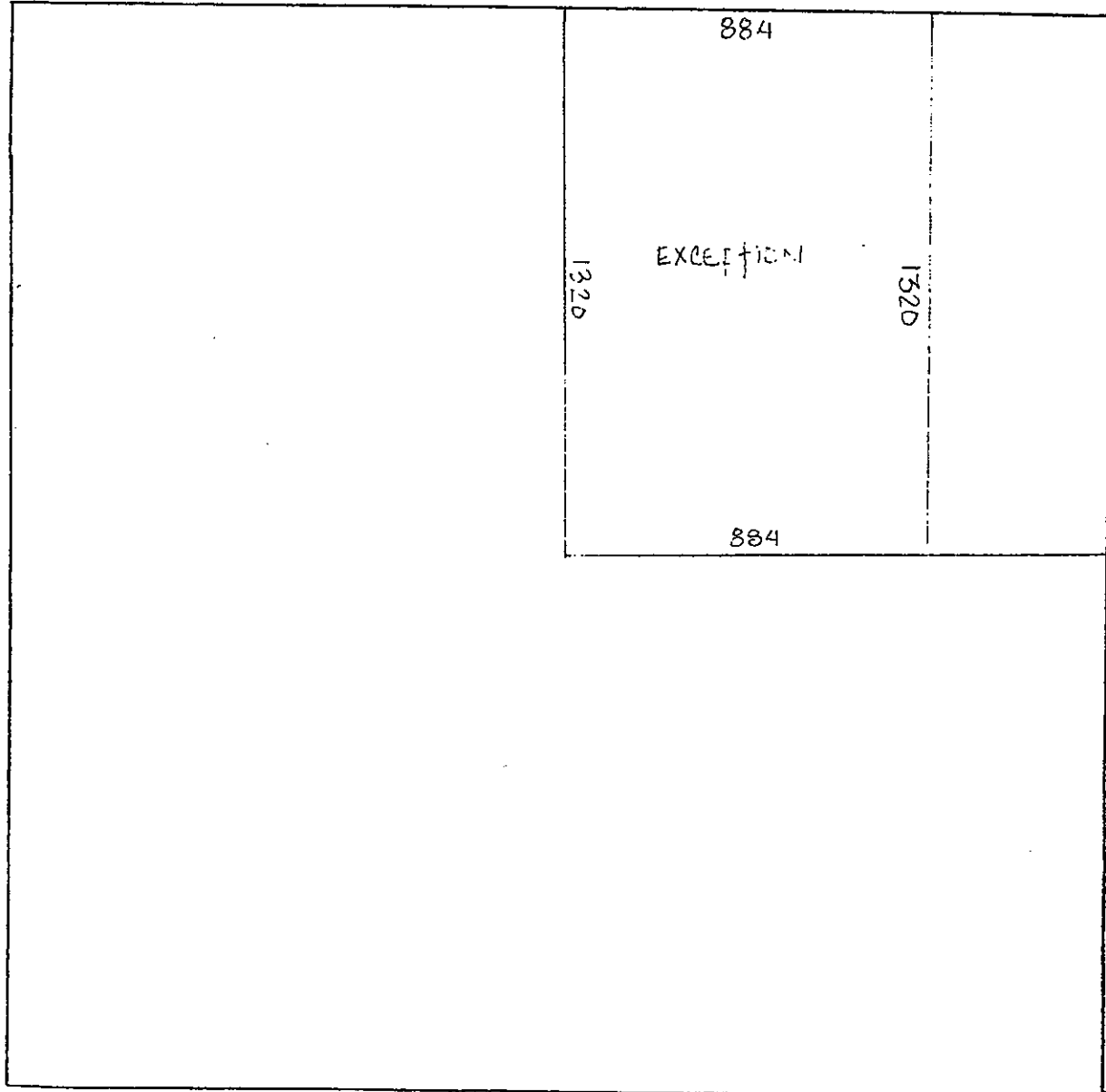
25

FIRST AMERICAN TITLE CO



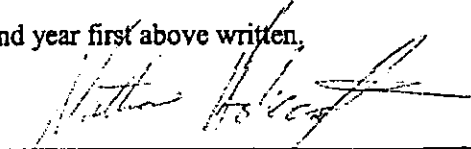
SECTION 22-7N-36: NE $\frac{1}{4}$

N
↑
1" = 400'



THIS SKETCH IS MADE SOLELY FOR THE PURPOSE OF
ASSISTING IN LOCATING THE PREMISES AND THE
COMPANY ASSUMES NO LIABILITY FOR VARIATIONS
IF ANY, WITH AN ACTUAL SURVEY.
FIRST AMERICAN TITLE COMPANY

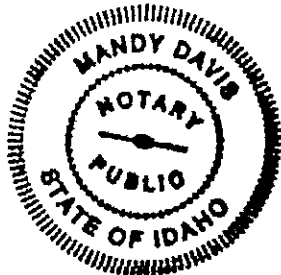
IN WITNESS WHEREOF, The said party of the first part, Personal Representative, has,
as aforesaid, hereunto set his hand the day and year first above written.

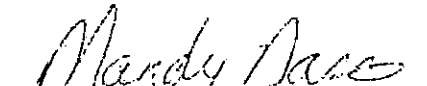


Nathan Ashcraft Personal Representative of the
Estate of Helen F. Ashcraft

STATE OF IDAHO)
 ss.
County of Madison.)

On this ^{4th} day of ~~September~~ ^{January}, 2007, before me, the undersigned, a Notary Public in
and for said State, personally appeared **Nathan Ashcraft**, known to me to be the Personal
Representative of the Estate of Helen F. Ashcraft, deceased, and acknowledged to me that he
executed the same as such Personal Representative.




Notary Public for Idaho
Residing at: St. Anthony, Idaho
My Commission expires: 6/24/2011

RECEIVED RECEIVED

JUN 04 2008 MAY 22 2008

RE-24 VACANT LAND PURCHASE AND SALE AGREEMENT PAGE 1 of 6 JULY 2008 EDITION

Department of Water Resources
Southern Region Department of Water Resources**RE-24 VACANT LAND REAL ESTATE PURCHASE AND SALE AGREEMENT**

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

1 ID# 76670390 DATE 02/09/20072 LISTING AGENCY Idaho's Real Estate Office Phone # 208.356.0000 Fax # 208.356.00753 Listing Agent Don Mickelsen E-Mail don@idahosrealestate.com Phone # 208.709.71174 SELLING AGENCY Idaho's Real Estate Office Phone # 208.356.0000 Fax # 208.356.00755 Selling Agent Don Mickelsen E-Mail don@idahosrealestate.com Phone # 208.709.71176 1. BUYER: C and N Family Land (Hereinafter called "BUYER")

7 agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PREMISES"

8 COMMONLY KNOWN AS Hamer High Stakes Farms9 City Hamer County Jefferson ID, Zip _____

10 Legally described as: _____

11 OR Legal Description Attached as addendum # 1 (Addendum must accompany original offer.)12 2. \$1,075,000.00 PURCHASE PRICE: One Million Seventy-Five Thousand and Zero/100 DOLLARS,
13 payable upon the following TERMS AND CONDITIONS (not including closing costs):

14 3. FINANCIAL TERMS: Note: A+C+D+E must add up to total purchase price.

15 \$ 25,000.00 A. EARNEST MONEY: BUYER hereby deposits Twenty-Five Thousand and Zero/100 DOLLARS16 as Earnest Money evidenced by: ☐ cash ☒ personal check ☐ cashier's check ☐ note (due date): _____17 ☐ other _____ and a receipt is hereby acknowledged. Earnest Money to be deposited in trust account ☐ upon18 receipt. ☒ upon acceptance by all parties and shall be held by: ☒ Listing Broker ☐ Selling Broker ☐ other _____19 for the benefit of the parties hereto. The responsible Broker shall be Rod Jones20 B. ALL CASH OFFER: ☒ NO ☐ YES if this is an all cash offer do not complete sections C and D, fill blanks with
21 N/A (Not Applicable). IF CASH OFFER BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL
22 CONTINGENCY, BUYER agrees to provide SELLER within 15 business days from the date of acceptance of this agreement by all parties,
23 evidence of sufficient funds and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to a copy
24 of a recent bank or financial statement or contract(s) for the sale of BUYER'S current residence or other property to be sold.25 \$ 1,050,000.00 C. NEW LOAN PROCEEDS: This Agreement is contingent upon BUYER obtaining the following financing:26 ☒ FIRST LOAN of \$ 1,050,000 not including mortgage insurance, through ☐ FHA, ☐ VA, ☒ CONVENTIONAL, ☐ IHFA,
27 ☐ RURAL DEVELOPMENT, ☐ OTHER _____ with interest not to exceed 8 % for a period of 20 year(s) at: ☐ Fixed Rate
28 ☐ Other na BUYER shall pay no more than 0 point(s) plus origination fee if any. SELLER shall pay no more than 0 point(s).
29 Any reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally ☒ N/A.30 ☐ SECOND LOAN of \$ 0 with interest not to exceed _____ % for a period of _____ year(s) at: ☐ Fixed Rate
31 ☐ Other _____ BUYER shall pay no more than _____ point(s) plus origination fee if any. SELLER shall pay no more than _____ point(s). Any
32 reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally ☐ N/A.33 LOAN APPLICATION: BUYER ☒ has applied ☐ shall apply for such loan(s) within na business day(s) of SELLER'S acceptance.
34 Within 10 business days of final acceptance of all parties, BUYER agrees to furnish SELLER with a written confirmation showing
35 lender approval of credit report, income verification, debt ratios in a manner acceptable to the SELLER(S) and subject only to
36 satisfactory appraisal and final lender underwriting. If such written confirmation is not received by SELLER(S) within the strict time allotted,
37 SELLER(S) may at their option cancel this agreement by notifying BUYER(S) in writing of such cancellation within 2 business day(s)
38 after written confirmation was required. If SELLER does not cancel within the strict time period specified as set forth herein, SELLER shall be
39 deemed to have accepted such written confirmation of lender approval and shall be deemed to have elected to proceed with the transaction.
40 SELLER'S approval shall not be unreasonably withheld. If an appraisal is required by lender, the property must appraise at not less than
41 purchase price or BUYER'S Earnest Money may be returned at BUYER'S request. BUYER may also apply for a loan with different
42 conditions and costs and close transaction provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not
43 increase the costs or requirements to the SELLER.44 FHA / VA: If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to
45 complete the purchase of the property described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless
46 BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans
47 Administration or a Direct Endorsement lender setting forth the appraised value of the property of not less than the sales price as stated in the
48 contract. SELLER agrees to pay fees required by FHA or VA.49 BUYER'S Initials (MM) Date 2-9-07 SELLER'S Initials (____) Date _____50 This form is printed and distributed by the Idaho Association of REALTORS®, Inc. This form has been designed for and is provided only for use by real estate professionals who are members of the
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PROPERTY ADDRESS: Hamer High Stakes Farms Hamer ID#: 76670390

D. ADDITIONAL FINANCIAL TERMS:

- ☐ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 4).
☐ Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.

\$ 0.00

E. APPROXIMATE FUNDS DUE AT CLOSING: Cash at closing, not including closing costs, to be paid by BUYER at closing, in GOOD FUNDS, which includes: cash, electronic transfer funds, certified check or cashier's check. Any net difference between the approximate balances of the loan(s) shown above, which are to be assumed or taken subject to, and the actual balances of said loan(s) at closing of escrow shall be adjusted in ☒ Cash ☐ Other: _____.

4. OTHER TERMS AND/OR CONDITIONS:

- 1) Seller guarantees all irrigation equipment to be functional at the time of closing and Seller will pay for an electrical inspection of the pump and pivot panels. This inspection will be completed within 15 days of acceptance of all parties.
 2) All grain bins and building materials for grain bins to be included in the sale
 3) Pivots are to be in operating order at closing
 4) Buyer will reimburse tenant for fertilizer applied in the fall of 2006 upon review of invoices
 5) Seller will buy out tenants lease at closing
 6) Buyer acknowledges there is a First Right of Refusal that will be notified and determined by Feb 13, 2007.
 7) Seller to remove all old equipment and accumulated trash and clean old house site by June 1, 2007.
 8) Seller to retain 32 lengths of 3" pipe

5. "NOT APPLICABLE DEFINED:" The letters "n/a," "N/A," "n.a.," and "N.A." as used herein are abbreviations of the term "not applicable." Where this agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and have determined that such facts or conditions do not apply to the agreement or transaction herein.

6. INSPECTION: BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

- A. **SIZE:** Square footage and lot size. (Any numerical statements regarding these items are APPROXIMATION ONLY, and have not been and will not be verified and should not be relied upon by BUYER.)
 B. **LINES AND BOUNDARIES:** Property lines and boundaries, septic, and leach lines (Fences, walls, hedges, and other natural or constructed barriers or markers do not necessarily identify true property boundaries. Property lines may be verified by surveys.)
 C. **ZONING AND LAND USE:** Inquiries, investigations, studies or any other means concerning past, present or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the property, BUYER's intended use of the property, future development, zoning, building, size, governmental permits and inspections. Both parties are advised that Broker does not guarantee the status of permits, zoning or code compliance. The parties are to satisfy themselves concerning these issues.
 D. **UTILITIES AND SERVICE:** Availability, costs, and restrictions of utilities and services, including but not limited to, sewage, sanitation, water, electricity, gas, telephone, cable TV and drainage.
 E. **UTILITIES, IMPROVEMENTS & OTHER RIGHTS:** SELLER represents that the property does have the following utilities, improvements, services and other rights available (describe availability): _____
 F. **HAZARDOUS MATERIALS:** The real estate broker(s) or their agents in this transaction have no expertise with respect to toxic waste, hazardous materials or undesirable substances. BUYERS who are concerned about the presence of such materials should have the property inspected by qualified experts. BUYER acknowledges that he/she has not relied upon any representations by either the Broker or the SELLER with respect to the condition of the property that are not contained in this Agreement or in any disclosure statements.
 G. **TAX LIABILITY:** The BUYER and SELLER acknowledge that they have not received or relied upon any statements or representations by the Broker with respect to the effect of this transaction upon BUYER's or SELLER's tax liability.

BUYER chooses ☒ to have inspection; ☐ not to have inspection. If BUYER chooses not to have inspection skip the remainder of section 6. BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within 10 business day(s) of acceptance, complete these inspections and give to SELLER written notice of disapproved items. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire property. BUYER'S acceptance of the condition of the property is a contingency of this Agreement.

SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1. If BUYER does not within the strict time period specified give to SELLER written notice of disapproved items, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.

2. If BUYER does within the strict time period specified give to SELLER written notice of disapproved items, BUYER shall provide to SELLER pertinent section(s) of written inspection reports. SELLER shall have 5 business day(s) in which to respond in writing. The SELLER, at their option, may correct the items as specified by the BUYERS in their letter or may elect not to do so. If the SELLER agrees to correct the items asked for in the BUYERS letter, then both parties agree that they will continue with the transaction and proceed to closing. This will remove the BUYERS inspection contingency.

BUYER'S Initials (M)() Date 2-9-07 SELLER'S Initials ()() Date _____

PROPERTY ADDRESS: Hamer High Stakes Farms Hamer ID#: 76670390

3. If the SELLER elects not to correct the disapproved items, then the BUYER(S) have the option of either continuing the transaction without the SELLER being responsible for correcting these deficiencies or giving the SELLER written notice within 2 business days that they will not continue with the transaction and will receive their Earnest Money back.

4. If SELLER does not respond within the strict time period specified, BUYER shall have the right to cancel this agreement in writing.

5. If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.

SELLER shall make the property available for all inspections. BUYER shall keep the property free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER, unless required by local law.

7. **TITLE CONVEYANCE:** Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects, which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

8. **TITLE INSURANCE:** There may be types of title insurance coverages available other than those listed below and parties to this agreement are advised to talk to a title company about any other coverages available that will give the buyer additional coverage.

(A). **PRELIMINARY TITLE COMMITMENT:** Prior to closing the transaction, ☒ SELLER or ☐ BUYER shall furnish to BUYER a preliminary commitment of a title insurance policy showing the condition of the title to said premises. BUYER shall have 5 business day(s) from receipt of the preliminary commitment or not fewer than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the preliminary commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said premises is not marketable, or cannot be made so within 15 business day(s) after notice containing a written statement of defect is delivered to SELLER, BUYER'S Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

(B). **TITLE COMPANY:** The parties agree that Alliance Title Company located at Rexburg shall provide the title policy and preliminary report of commitment.

(C). **STANDARD COVERAGE OWNER'S POLICY:** SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. The risk assumed by the title company in the standard coverage policy is limited to matters of public record. BUYER shall receive a ILTA/ALTA Owner's Policy of Title Insurance. A title company, at BUYER's request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct Closing Agency in writing and pay any increase in cost unless otherwise provided herein.

(D). **EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy):** The lender may require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.

9. **ATTORNEY'S FEES:** If either party initiates or defends any arbitration or legal action or proceedings which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

10. **EARNEST MONEY DISPUTE / INTERPLEADER:** Notwithstanding any termination of this contract, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are received by the holder of the Earnest Money and things of value, Broker or closing agency shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.

11. **COVENANTS, CONDITIONS AND RESTRICTIONS (CC& R'S):** BUYER is responsible to obtain and review a copy of the CC& R's (if applicable). BUYER has reviewed CC& R's. ☐ Yes ☒ No

12. **SUBDIVISION HOMEOWNER'S ASSOCIATION:** BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, By-Laws and rules and regulations of the Association. BUYER is further aware that the Property may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed Homeowner's Association Documents: ☐ Yes ☐ No ☒ N/A Association fees/dues are \$ _____ per _____ ☐ BUYER ☐ SELLER ☒ N/A to pay Homeowner's Association SET UP and/or property TRANSFER FEES of \$ _____ at closing.

BUYER'S Initials (M)() Date 2-9-07 SELLER'S Initials ()() Date

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PROPERTY ADDRESS: Hamer High Stakes Farms Hamer ID#: 76670390

13. FARM/CROPS/TIMBER RIGHTS: SELLER, or any tenant of SELLER, shall be allowed to harvest, sell or assign any annual crops which have been planted on the Property prior to the date of this Contract, even though said harvest time may occur subsequent to the date of the settlement of this contract, unless otherwise agreed by attached addendum. If the crop consists of timber, then neither SELLER nor any tenant of SELLERs shall have any right to harvest the timber unless the right to remove same shall be established by an attached addendum. Notwithstanding the provisions hereof, any tenant who shall be leasing the Property shall be allowed to complete the harvest of any annual crops that have been planted prior to the date of Contract Acceptance as previously agreed between SELLER and Tenant. **ANY AND ALL SUCH TENANT AGREEMENTS ARE TO BE ATTACHED.**

14. NOXIOUS WEEDS: BUYER of the property in the State of Idaho should be aware that some properties contain noxious weeds. The laws of the State of Idaho require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For more information concerning noxious weeds and your obligations as an owner of property, contact your local county extension office.

15. MINERAL RIGHTS: Any and all mineral rights which are already included with the property will be included in the sale of this property unless otherwise stipulated.

16. WATER RIGHTS: Description of water rights, water systems, wells, springs, water, ditches, ditch rights, etc., if any, that are appurtenant thereto that are now on or used in connection with the premises and shall be included in the sale unless otherwise provided herein:

17. RISK OF LOSS: Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the premises be materially damaged by fire or other destructive cause prior to closing, this Agreement shall be voidable at the option of BUYER.

18. BUSINESS DAYS & HOURS: A business day is herein defined as Monday through Friday, 8:00 A.M. to 5:00 P.M. in the local time zone where the subject real property is physically located. A business day shall not include any Saturday or Sunday, nor shall a business day include any legal holiday recognized by the state of Idaho as found in Idaho Code § 73-108. The time in which any act required under this agreement is to be performed shall be computed by excluding the date of execution and including the last day. The first day shall be the day after the date of execution. If the last day is a legal holiday, then the time for performance shall be the next subsequent business day.

19. SEVERABILITY: In the case that any one or more of the provisions contained in this Agreement or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or unenforceability of the remaining provisions shall not in any way be affected or impaired thereby.

20. FACSIMILE TRANSMISSION: Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original. At the request of either party or the Closing Agency, the parties will confirm facsimile and electronic transmitted signatures by signing an original document.

21. ADDITIONAL CONTINGENCIES AND COSTS: The closing of this transaction is contingent upon written satisfaction or waiver of the following contingencies. Costs in addition to those listed below may be incurred by BUYER and SELLER unless otherwise agreed herein, or provided by law or required by lender, or otherwise stated herein. The below costs will be paid as indicated and by no later than time of closing. Some costs are subject to loan program requirements. In addition, the parties shall satisfy all contingencies set forth in this section by close of business (Date): Mar 9, 2007 unless otherwise agreed to by the parties in writing.

COSTS	BUYER	SELLER	Shared Equally	Not Applicable	CONTINGENCIES	BUYER	SELLER	Shared Equally	Not Applicable
Appraisal Fee	X				Environmental Inspection (Phase 1)	X			
Long Term Escrow Fee				X	Environmental Inspection (Phase 2)	X			
Closing Escrow Fee			X		Environmental Inspection (Phase 3)	X			
Survey				X	PERC Test	X			
Flood Certification/Tracking Fee				X	Zoning Variance	X			
Title Ins. Standard Coverage Owner's Policy		X			Soil(s) Test(s)	X			
Title Ins. Extended Coverage Lender's Policy - Mortgagee Policy	X				Hazardous Waste Report(s)	X			
Additional Title Coverage	X								
Water Rights Transfer Fee	X								
Attorney Contract Preparation or Review Fee				X					

BUYER'S Initials [Signature] () Date 2-9-07 SELLER'S Initials () () Date _____

PROPERTY ADDRESS: Hamer High Stakes Farms Hamer ID#: 76670390

22. COUNTERPARTS: This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two identical copies of the same agreement. Each identical copy of an agreement signed in counterparts is deemed to be an original, and all identical copies shall together constitute one and the same instrument.

23. ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties respecting such matters. No warranties, including, without limitation, any warranty of habitability, agreements or representations not expressly set forth herein shall be binding upon either party.

24. DEFAULT: If BUYER defaults In the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER's Broker, provided that the amount to be paid to SELLER's Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter.

If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER's Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

25. SALES PRICE INFORMATION: SELLER and BUYER hereby grant permission to the brokers and either party to this Agreement to disclose sale data from this transaction, including selling price and property address to the local Association / Board of REALTORS®, multiple listing service, its members, its members' prospects, appraisers and other professional users of real estate sales data. The parties to this Agreement acknowledge that sales price information compiled as a result of this Agreement may be provided to the County Assessor's Office by either party or by either party's Broker.

26. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

27. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to complete this transaction. Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER. The closing shall be no later than (Date) Mar 9, 2007. The parties agree that the CLOSING AGENCY for this transaction shall be Alliance located at Rexburg. If a long-term escrow / collection is involved, then the long-term escrow holder shall be na.

28. POSSESSION: BUYER shall be entitled to possession ☒ upon closing or ☐ date _____ at _____ am / ☐ pm. Property taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be pro-rated as of Jan 1, 2007.

29. SPECIAL CONSIDERATIONS AND CONTINGENCIES: This Agreement is made subject to the following special considerations and/or contingencies which must be satisfied prior to closing:
Seller intends to enter a 1031 exchange. Buyer will cooperate with such exchange

30. REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).

- Section 1:**
- ☐ A. The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
 - ☐ B. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
 - ☐ C. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).
 - ☒ D. The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).
- Section 2:**
- ☒ A. The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
 - ☐ B. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.
 - ☐ C. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT acting solely on behalf of the SELLER(S).
 - ☐ D. The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho real estate commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

BUYER'S Initials [Signature] () Date 2-9-07 SELLER'S Initials () () Date _____

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PROPERTY ADDRESS: Hamer High Stakes Farms Hamer ID#: 76670390
 31. ACCEPTANCE: BUYER'S offer is made subject to the acceptance of SELLER on or before (Date) Feb 9, 2007 at
 (Time) 5:00 ☐ A.M. ☒ P.M. if SELLER does not accept this Agreement within the time specified, the entire Earnest Money shall be
 refunded to BUYER on demand.

32. BUYER'S SIGNATURES:

☐ SEE ATTACHED BUYER'S ADDENDUM(S): _____ (Specify number of BUYER addendum(s) attached.)

BUYER Signature _____

BUYER (Print Name) _____

Date 2-9-07 Time _____ ☐ A.M. ☒ P.M.

Phone # _____ Cell # _____

Address _____

City _____ State _____ Zip _____

E-Mail Address _____

Fax # _____

BUYER Signature _____

BUYER (Print Name) _____

Date _____ Time _____ ☐ A.M. ☐ P.M.

Phone # _____ Cell # _____

Address _____

City _____ State _____ Zip _____

E-Mail Address _____

Fax # _____

33. SELLER'S SIGNATURES:

On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER.

☐ SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER

☐ SIGNATURE(S) SUBJECT TO ATTACHED ADDENDUM(S) # _____

SELLER Signature _____

SELLER (Print Name) _____

Date _____ Time _____ ☐ A.M. ☐ P.M.

Phone # _____ Cell # _____

Address _____

City _____ State _____ Zip _____

E-Mail Address _____

Fax # _____

SELLER Signature _____

SELLER (Print Name) _____

Date _____ Time _____ ☐ A.M. ☐ P.M.

Phone # _____ Cell # _____

Address _____

City _____ State _____ Zip _____

E-Mail Address _____

Fax # _____

RECEIVED

MAY 22 2008

Department of Water Resources
Eastern Region

RE-11 ADDENDUM JULY 2006 EDITION PAGE 1 OF 1



RE-11 ADDENDUM # 2 (1,2,3, etc.)



Date: Feb 12, 2007

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

This is an ADDENDUM to the Purchase and Sale Agreement.

("Addendum" means that the information below is added material for the agreement (such as lists or descriptions) and/or means the form is being used to change, correct or revise the agreement (such as modification, addition or deletion of a term)).

PURCHASE AND SALE AGREEMENT DATED: 02/09/2007 ID # 76670390

ADDRESS: Hamer High Stakes Farm

BUYER(S): C and N Family Land

SELLER(S): Blaine ASHcraft

The undersigned parties hereby agree as follows:

Closing date will be on March 15, 2007

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the Purchase and Sale Agreement including all prior Addendums or Counter Offers, these terms shall control. All other terms of the Purchase and Sale Agreement including all prior Addendums or Counter Offers not modified by this ADDENDUM shall remain the same. Upon its execution by both parties, this agreement is made an integral part of the aforementioned Agreement.

BUYER: _____

Date: _____

BUYER: _____

Date: _____

SELLER: [Signature]

Date: 2-12-07

SELLER: _____

Date: _____

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COMMITMENT FOR TITLE INSURANCE

Order No: 3060717939KB

SCHEDULE A

1. Effective date: 2/13/2007 at 7:30 A.M.

2. Policy or Policies to be issued:

(a) ALTA Owner's Policy ☒ Standard Coverage ☐ Extended Coverage
Amount: \$1,075,000.00
Premium: \$2,570.00

Proposed Insured:

C & N Family Land Investments, LLC

(b) ALTA Loan Policy ☒ Standard Coverage ☐ Extended Coverage
Amount: \$1,050,000.00
Premium: \$75.00

(c) Endorsements: Amount: \$

Proposed Insured:

To Be Determined

3. The estate or interest in the land described or referred to in this commitment and covered herein is:

Fee Simple

4. Title to the estate or interest in said land is at the effective date hereof vested in:

Tracts 1-3: B.H.A., Inc., an Idaho Corporation, as to an undivided 50% interest, Helen Ashcraft, an unmarried person, as to an undivided 25% interest, and Linden Fielding, as Trustee of the Boyd B. Ashcraft Shelter Trust, as to an undivided 25% interest; Tract 4: B.H.A. Corporation, an Idaho Corporation, as to an undivided 50% interest, Helen Ashcraft, an unmarried person, as to an undivided 25% interest, and Linden Fielding, as Trustee of the Boyd B. Ashcraft Shelter Trust, as to an undivided 25% interest

5. The land referred to in this Commitment is described as follows:

See legal description on attached continuation page

Tract 1: Township 7 North, Range 36 East, Boise Meridian, Jefferson County, Idaho
Section 22: Northeast Quarter of the Southeast Quarter, lying East of the Railroad right of way.
Section 23: Southeast Quarter, North Half of the Southwest Quarter, Southeast Quarter of the Southwest Quarter.

Tract 2: Township 7 North, Range 36 East, Boise Meridian, Jefferson County, Idaho
Section 22: Southeast Quarter of the Northeast Quarter, lying East of the Railroad right of way.
Section 23: Southwest Quarter of the Northwest Quarter.

Tract 3: Township 7 North, Range 36 East, Boise Meridian, Jefferson County, Idaho
Section 22: Northeast Quarter of the Northeast Quarter.
Section 23: East Half of the Northwest Quarter, Northwest Quarter of the Northwest Quarter.
Excluding therefrom the following described parcel of property: Township 7 North, Range 36 East, Boise Meridian, Jefferson County, Idaho, Section 22: Beginning at the Northwest Corner of the Northeast Quarter of the Northeast Quarter of said Section 22 and running thence South 1320 feet; thence East 884 feet; thence North 1320 feet; thence West 884 feet to the point of beginning.

Tract 4: All that portion of the Southwest Quarter of the Southwest Quarter of Section 23, Township 7 North, Range 36 East, Boise Meridian, Jefferson County, Idaho, lying East of the Railroad right of way.

COMMITMENT FOR TITLE INSURANCE

Order No.: 3060717939KB

SCHEDULE B – SECTION 1

The following are the Requirements to be complied with:

- A. Instrument(s) necessary to create the estate or interest or mortgage to be insured must be properly executed, delivered and duly filed for record.
1. A Deed from Tracts 1-3: B.H.A., Inc., an Idaho Corporation, as to an undivided 50% interest, Helen Ashcraft, an unmarried person, as to an undivided 25% interest, and Linden Fielding, as Trustee of the Boyd B. Ashcraft Shelter Trust, as to an undivided 25% interest; Tract 4: B.H.A. Corporation, an Idaho Corporation, as to an undivided 50% interest, Helen Ashcraft, an unmarried person, as to an undivided 25% interest, and Linden Fielding, as Trustee of the Boyd B. Ashcraft Shelter Trust, as to an undivided 25% interest to C & N Family Land Investments, LLC, an Idaho Limited Liability Company.
 2. A Deed of Trust (Mortgage) to secure the debt from C & N Family Land Investments, LLC, an Idaho Limited Liability Company to To Be Determined.
 3. This company will require a copy of the trust instrument creating The Boyd B. Ashcraft Shelter Trust, and all amendments thereto, together with a written verification by all present trustees that the copy is the true and correct copy of the trust, as it may have been amended, that it is in full force and effect and that it has not been revoked or terminated.
 4. Letters Testamentary for Helen Ashcraft to be recorded in Jefferson County.

Note No.: 1: Taxes, including any assessments collected therewith, for the year shown below.
Year: 2006.

Amount: \$89.56.	Parcel No.: RP 07N36E220001 A.
Amount: \$16.90.	Parcel No.: RP 07N36E227200 A.
Amount: \$631.46.	Parcel No.: RP 07N36E232400 A.
Amount: \$92.02.	Parcel No.: RP 07N36E236000 A.
Amount: \$1,003.38.	Parcel No.: RP 07N36E237200 A.

Note No.: 2: The premium shown herein on Schedule A reflects a reissue rate.

Note No.: 3: In the event this transaction fails to close and this commitment is cancelled a fee will be charged complying with the state insurance code.

Note No.: 4: We would like to take this opportunity to thank you for your business, and inform you that your Escrow Officer is **Jennifer Scherneck**, and your Title Officer is **Kathlean Brown**.

This commitment is made further subject to the exceptions shown in Schedule B, Section 2 hereof.

COMMITMENT FOR TITLE INSURANCE

Order No.: 3060717939KB

SCHEDULE B - SECTION 2

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

A. Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.

B. General Exceptions:

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
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.

C. Special Exceptions:

1. Taxes including any assessments collected therewith, for the year 2006, for which the first installment is paid and the second installment is due and payable on or before June 20, 2007.
2. Taxes, including any assessments collected therewith, for the year 2007, which are a lien not yet payable.
3. Right, title and interest of the Public in and to those portions of above described property falling within the bounds of roads and highways.
4. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
Granted to: Utah Power and Light Company.
Purpose: pole line.
Recorded: September 4, 1936 in Book 112, page 384.
Instrument No. 54749 of Official Records.

5. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
Granted to: Utah Power and Light Company.
Purpose: pole line.
Recorded: September 4, 1936 in Book 112, page 387.
Instrument No. 54782 of Official Records.
6. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
Granted to: Utah Power and Light Company.
Purpose: pole line.
Recorded: September 4, 1936 in Book 112, page 387.
Instrument No. 54783 of Official Records.
7. Agreement for Easement and Right of Way and the terms and conditions contained therein
Between: Forest W. Barnes
and: United States of America
Recorded: March 24, 1942 in Book 131, page 79
Instrument No.: 69321 of Official Records.
8. Agreement for Easement and Right of Way and the terms and conditions contained therein
Between: Forest W. Barnes
and: United States of America
Recorded: July 6, 1942 in Book 131, page 115
Instrument No.: 70078 of Official Records.
9. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted to: Utah Power and Light Company.
Purpose: Public Utilities.
Recorded: June 6, 1978.
Instrument No.: 192581 of Official Records.
10. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted to: Utah Power and Light Company.
Purpose: Public Utilities.
Recorded: June 6, 1978.
Instrument No.: 192583 of Official Records.
11. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted to: Utah Power and Light Company.
Purpose: Public Utilities.
Recorded: June 6, 1978.
Instrument No.: 192584 of Official Records.
12. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted to: Utah Power and Light Company.
Purpose: Public Utilities.
Recorded: June 6, 1978.
Instrument No.: 192585 of Official Records.
13. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted to: Utah Power and Light Company.
Purpose: Public Utilities.

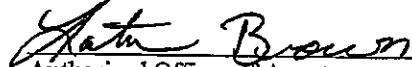
Recorded: June 6, 1978.

Instrument No.: 192586 of Official Records.

14. Any invalidity or defect in the title of the vestees in the event that the trust referred to in the vesting portion of Schedule A is invalid or fails to grant sufficient powers to the trustee(s) or in the event there is a lack of compliance with the terms and provisions of the trust instrument.
15. A Deed of Trust to secure an indebtedness in the amount shown below and any other obligations secured thereby:
Amount: \$67,719.00.
Trustor/Grantor: Helen Ashcraft, a widow and Linden Fielding, as trustee of the Boyd B. Ashcraft Shelter Trust.
Trustee: Bonneville Land & Title Co.
Beneficiary: Franklin Funding, Inc.
Dated: May 12, 2003
Recorded: May 13, 2003.
Instrument No.: 322549 of Official Records.
16. An unrecorded Contract of Sale, providing for the sale of said land.
Seller: B.H.A., Inc.
Buyer: Blaine Vern Ashcraft and Tammy Marie Ashcraft, husband and wife.
Disclosed by: Notice of Contract of Sale.
Recorded: April 24, 2006.
Instrument No. 348004.
17. An unrecorded Contract of Sale, providing for the sale of said land.
Seller: Linden Fielding, Trustee of the Boyd B. Ashcraft Shelter Trust.
Buyer: Blaine Vern Ashcraft and Tammy Marie Ashcraft, husband and wife.
Disclosed By: Notice of Contract of Sale.
Recorded: April 24, 2006.
Instrument No. 348005.
An Assignment of the sellers interest in said Contract of Sale.
Assignor: Linden Fielding, as Trustee of the Boyd B. Ashcraft Shelter Trust.
Assignee: Lavona Lynn Woodward, Susan Bell, Tawna Jean Ashcraft, Douglas Boyd Ashcraft, Blaine Vern Ashcraft, Garth Arvel Ashcraft, Colleen Bunn, Kenneth Ashcraft, Joseph Ashcraft, Aaron Ashcraft, and Philip Ashcraft.
Recorded: January 22, 2007.
Instrument No.: 355419.
An Assignment of the sellers interest in said Contract of Sale.
Assignor: Nathan Ashcraft.
Assignee: Blaine Vern Ashcraft.
Recorded: January 26, 2007.
Instrument No.: 355528.
18. The interest of Blaine Vern Ashcraft,
Disclosed by Corrected Personal Representative's Deed.
Recorded: January 8, 2007.
Instrument No.: 355043 of Official Records.
19. We note the following matter pending against a person with a name similar to: Joseph Ashcraft.
A lien filed in the Office of the Secretary of State.
Type: Child Support.
Named Party: Joseph Aaron Ashcraft.
Lien No.: 85507.

END OF SCHEDULE B

Countersigned at: Rexburg, ID
Alliance Title & Escrow Corp.


Authorized Officer of Agent

Fidelity National Financial Group of Companies' Privacy Statement

July 1, 2001

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability To Correct Errors Or Request Changes Or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

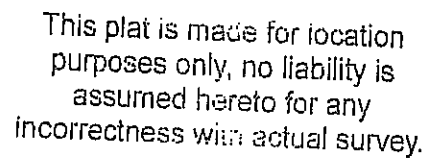
All requests must be made in writing to the following address:

Privacy Compliance Officer
Fidelity National Financial, Inc.
4050 Calle Real, Suite 220
Santa Barbara, CA 93110

Multiple Products or Services

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

Sec City of ^{HAMMER}~~Montlake~~ Plat for City Information **Sec. 2**



Helen Ashcraft
B.H.A. Inc
Boyd B. Ashcraft
Linda Fielding, Trustee

178128
280448
293187
306328
312204

2400

THE DONALD PETERSEN TEST FAMILY TRUST
% WILMA PETERSEN TRUSTEE
244914
306051
306053

0001

23

Helen Ashcraft
B.H.A. Inc
Boyd B. Ashcraft
Linda Fielding, Trustee

178352
280448
293187
306328
312204

7200

Helen Ashcraft
B.H.A. Inc
Boyd B. Ashcraft
Linda Fielding, Trustee

183067
280448
306328
312204

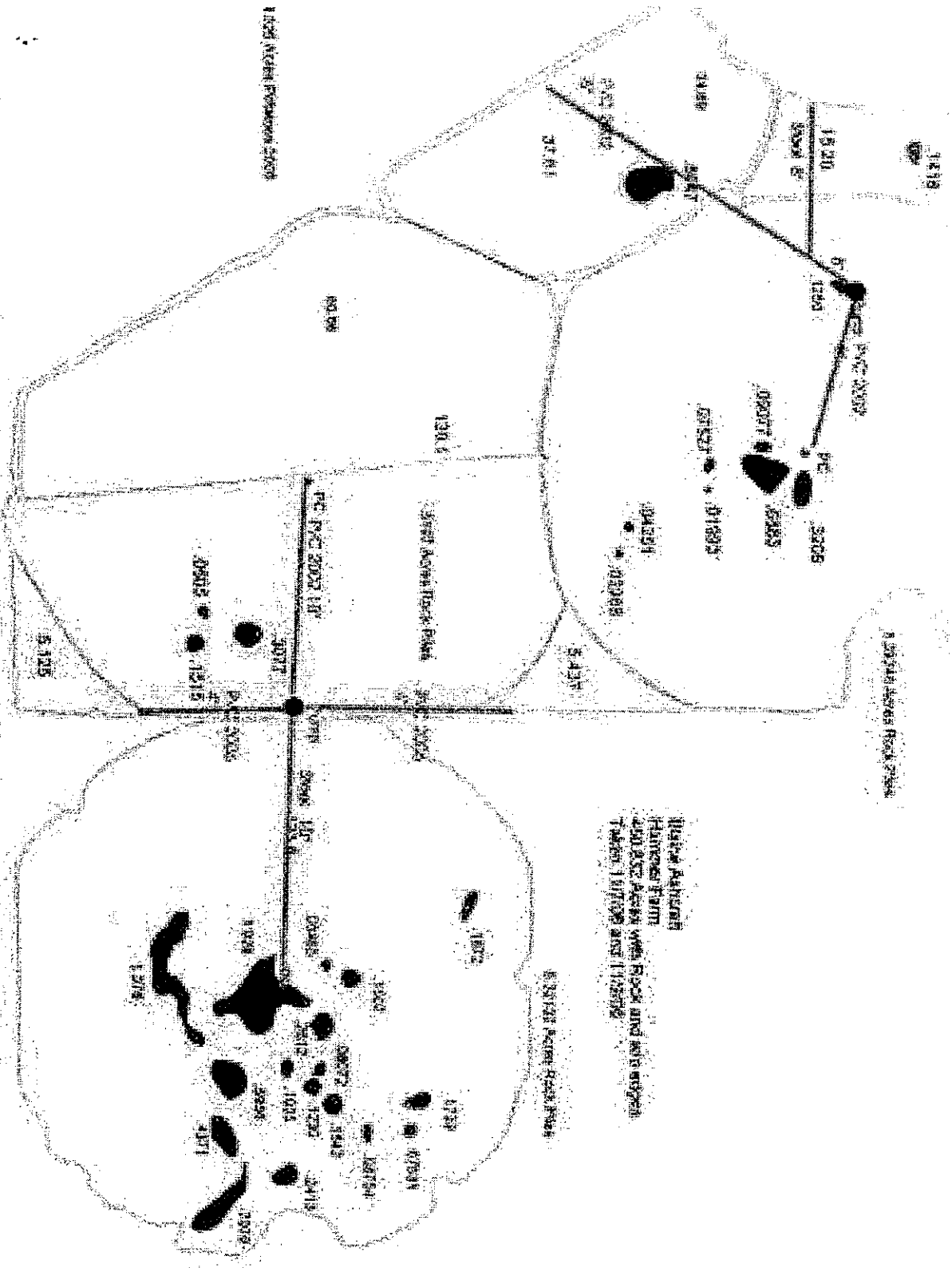
6300

6300

MICHAEL HUNTER
133057
298728
298728

This plat is made for location
purposes only, no liability is
assumed hereto for any
incorrectness with actual survey.

SECRET



358104

WARRANTY DEED

Order No.:3060717939KB

FOR VALUE RECEIVED

Blaine Vern Ashcraft and Tammy Marie Ashcraft, Husband and Wife

Microfilm No. 5-2-07
 At 4:14 O'clock P M
CHRISTINE BOULTER
 Jefferson Co. Recorder
 Fee \$ 6.00 Deputy
 Recorded at Request of ATEC

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

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

whose current address is

PO Box 460 Iona, ID 83427

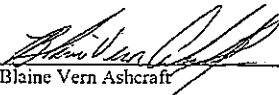
the grantee(s), the following described premises, in Jefferson County, Idaho, TO WIT:

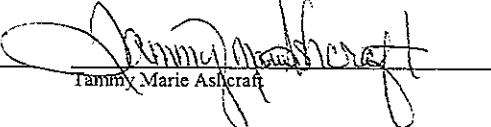
SEE ATTACHED LEGAL

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: 4/25/2007


 Blaine Vern Ashcraft


 Tammy Marie Ashcraft

State of Idaho

County of Jefferson ss.

On this 1st day of May, in the year 2007, before me, a Notary Public in and for said state, personally appeared Blaine Vern Ashcraft and Tammy Marie Ashcraft known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for the State of Idaho

Residing at:

Commission Expires:

Residing in Jefferson County

Commission Expires: 08-13-09

RECEIVED
 AUG 15 2008
 Department of Water Resources
 Eastern Region

RECEIVED BY

ASSESSOR

For PLATTING

Date 5-2-07 Time 4:14

Tract 1: Township 7 North, Range 36 East, Boise Meridian, Jefferson County, Idaho
Section 22: Northeast Quarter of the Southeast Quarter, lying East of the Railroad right of way.
Section 23: Southeast Quarter, North Half of the Southwest Quarter, Southeast Quarter of the Southwest Quarter.

Tract 2: Township 7 North, Range 36 East, Boise Meridian, Jefferson County, Idaho
Section 22: Southeast Quarter of the Northeast Quarter, lying East of the Railroad right of way.
Section 23: Southwest Quarter of the Northwest Quarter.

Tract 3: Township 7 North, Range 36 East, Boise Meridian, Jefferson County, Idaho
Section 22: Northeast Quarter of the Northeast Quarter.
Section 23: East Half of the Northwest Quarter, Northwest Quarter of the Northwest Quarter.
Excluding therefrom the following described parcel of property: Township 7 North, Range 36 East, Boise Meridian, Jefferson County, Idaho. Section 22: Beginning at the Northwest Corner of the Northeast Quarter of the Northeast Quarter of said Section 22 and running thence South 1320 feet; thence East 884 feet; thence North 1320 feet; thence West 884 feet to the point of beginning.

Tract 4: All that portion of the Southwest Quarter of the Southwest Quarter of Section 23, Township 7 North, Range 36 East, Boise Meridian, Jefferson County, Idaho, lying East of the Railroad right of way.

RECEIVED

AUG 08 2008

Department of Water Resources
Eastern Region