RECEIVED

JUN 13 2006

WATER RESOURCES
WESTERN REGION

Transfer No. 73841

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

Name of Applicant POEN LAND TRUST c/o TYLER ROBERTS Phone (208) 859-8820

Post Office address 9862 SLEEPY HOLLOW LN BOISE, ID 83714

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☐ Add diversion point(s) ☐ Change place of use

☐ Change nature of use ☐ Change period of use ☐ Other

2. Describe the reason for the proposed changes Applicant proposes diverting from a new point of diversion for irrigation of his portion of the water right.

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1.

Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use	
63-32159	5/10/1971	0.18 cfs / 40.5 ac-ft	Irrigation	3/1	to 11/15
					to
					to
					to

2. Total amount of water being transferred 0.18 cubic feet per second and/or 40.5 acre-feet per annum.

3. Source of water Ground Water tributary to

4. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion
		SE	SW	18	1N	1E	Ada	

5. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
1N	1E	18												9					9

Total Acres 9

Transfer No. 73841

PART 1

6. General Information:

a. Description of diversion system Well with electric pump will be used to divert ground water for irrigation.

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?

__X__ Yes _____ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.

c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:

No change in place of use.

d. Remarks:

This application proposes to divert the applicant's portion of 63-32159 from applicant's well. Place of use is known as 2286 E Poen Rd, identified by Ada County Parcel R2517270300. It appears that the applicant's well is described by drilling permit no. 63-96-W-0363-000.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

And the said application is hereby _____, subject to the following conditions:

Witness my hand this _____ day of _____, 20 _____.

_____

For the Director

Transfer No. 73841

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED **SEE ATTACHED WATER RIGHT RECOMMENDATION REPORT**

1. Right as evidenced by:
   a. Decree No. _____ Decreed to _____
      in case of _____ vs. _____
      dated _____ in _____ county of _____
   b. License No. _____ issued by the Idaho Department of Water Resources.
   c. Claim No. _____ on file with the Idaho Department of Water Resources.
   d. Transfer No. _____ which produced this right.
2. Attach copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

   ☐ Tax Notice ☐ Warranty Deed ☒ Other Trustee's Deed

3. Source of water _____ tributary to _____
4. Date or priority _____
5. Water is used for the following purposes:

   amount_____ for _____ purposes from _____ to _____
   (cfs/ac-ft)
   amount_____ for _____ purposes from _____ to _____
   (cfs/ac-ft)
   amount_____ for _____ purposes from _____ to _____
   (cfs/ac-ft)

6. Total amount of water under right _____ cubic feet per second and/or _____ acre-feet per annum.
7. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion

8. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

Total Acres _____

9. Describe any other water rights used for the same purpose as described above none

Transfer No. 73841

PART 2

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

yes If yes, describe Applicant's portion not used recently. Claim is pending in the SRBA and therefore forfeiture tolled.

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount 0.18 cfs / 40.5 ac-ft for Irrigation purposes from 3/1 to 11/15
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion
4	SE	SW	SW	18	1N	1E	ADA	
	NW	NE	SW	19	1N	1E	ADA	

3. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
1N	1E	18												9					9

Total Acres 9

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT *(omit if there is no change)*

1. amount 1.31 cfs / 290.7 ac-ft for Irrigation purposes from 3/1 to 11/15
(cfs/ac-ft)
amount 0.02 cfs / 1.2 ac-ft for Domestic purposes from 1/1 to 12/31
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion
4	SE	SW	SW	18	1N	1E	ADA	
	NW	NE	SW	19	1N	1E	ADA	

3. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
1N	1E	18										29 (lot 3)	10 (lot 4)	9					48
1N	1W	13																16.6 (lot 4)	16.6

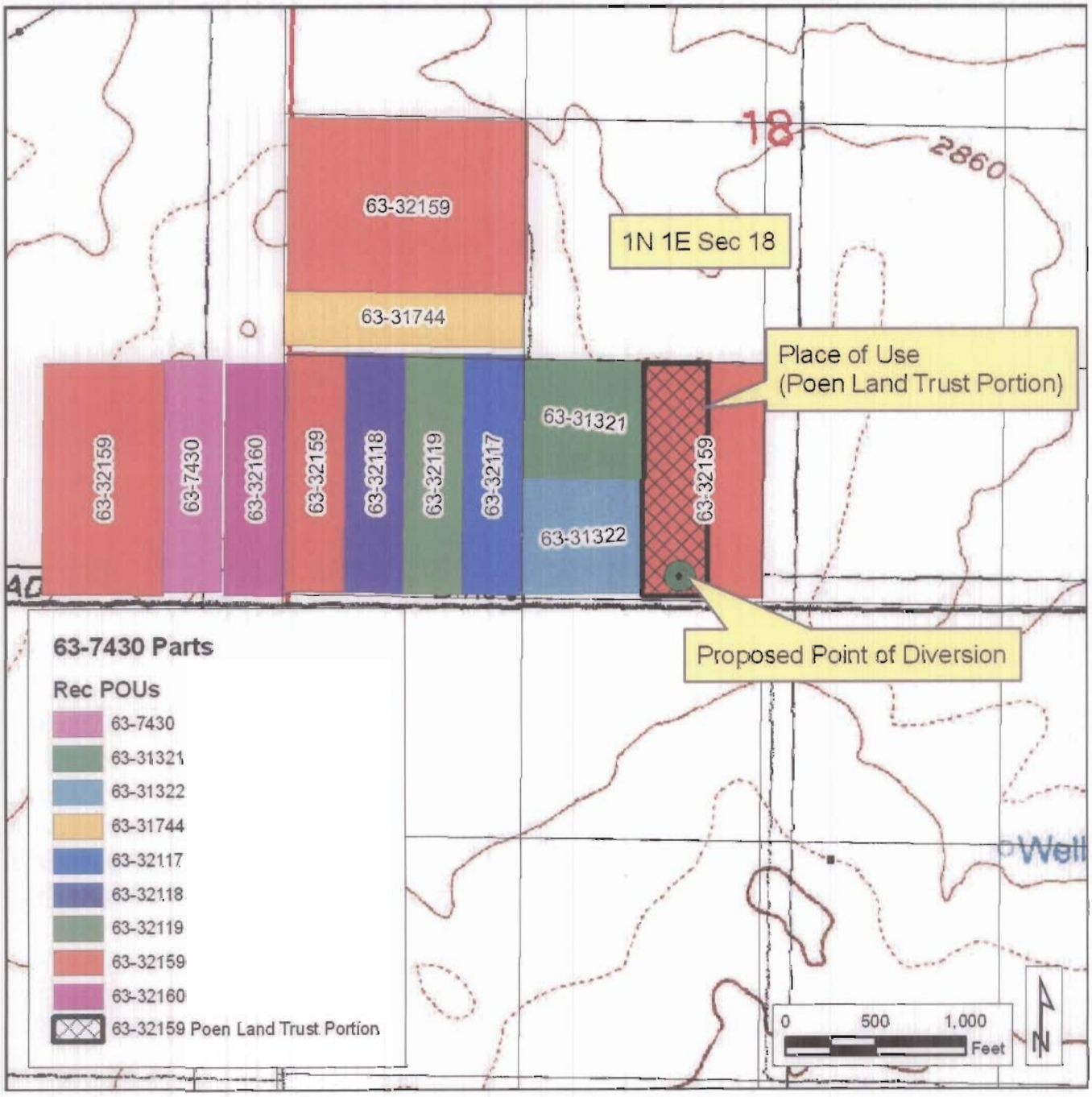
Total Acres 64.6

Transfer No. 73841

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for the rights described in part 1. Clearly depict the land by section, township and range number.



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PART 3

B. CHANGES IN NATURE OF USE

1. New Nature of Use	Amount(cfs/af-ft)	Hours/days/year	Period of Use
			to
			to

Quantity and quality of return flows and location of discharge: _____

2. Describe effects on other water uses resulting from the proposed change:

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.

Tyler Robert
(Signature of Applicant)

Subscribed and sworn to before me this 7th day of June, 2006.

CHERIE WARD NOTARY PUBLIC STATE OF IDAHO

C Cherie Ward
(Notary Public)

My commission expires 5-09-2011

FOR DEPARTMENT USE ONLY

Transfer contains 6 pages and 6 attachments

Received by DB Date 6-13-06 Protest filed by _____

Prelim. Check by AG Fee $100- _____

Receipted by DB W034311 Date 6-13-06 _____

Published in _____ Copies of protest forwarded by _____

Pub. Dates _____ Hearing held by _____ Date _____

Watermaster recommendations requested on _____ Recommended for ☐ approval ☐ denial

_____ received _____ by _____

Copy of transfer sent to lien holder _____

63-32159 SPLIT ANALYSIS
snk 6/4/2006

After Transfer

ACRES	% OF RT	CFS	ACRE-FT	OWNERSHIP
9	12%	0.18	40.5	Poen Land Trust (Roberts)
64.6	88%	1.31	290.7	Remainder
0	0%	-	-	
73.6	100%	1.49	331.2	TOTAL

WATER RIGHT ELEMENTS

CFS	1.49
ACRES	73.6
ACRE-FEET	331
CFS/ACRE	0.020
AF/ACRE	4.50

ATTACHMENT A (4 pages)

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommended Right Report

06/05/2006

WATER RIGHT NO. 63-32159

Owner Type	Name and Address
Current Owner	ESTHER CRAIG
Current Owner	WAYNE W CRAIG
	2200 POEN RD
	KUNA, ID 83634
	(208)922-0435

Priority Date: 05/10/1971
Basis: License
Status: Active

Source	Tributary
GROUND WATER	

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	03/15	11/15	1.49 CFS	331.2 AFA
DOMESTIC	01/01	12/31	0.02 CFS	1.2 AFA
Total Diversion			1.49 CFS	

Location of Point(s) of Diversion:

GROUND WATER	SESWSW Lt 4	Sec. 18	Township 01N	Range 01E	ADA County
GROUND WATER	NWNESW	Sec. 19	Township 01N	Range 01E	ADA County

Place(s) of use:

Place of Use Legal Description: IRRIGATION ADA County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres

A2

01N	01E	18	3	NWSW	29	4	SWSW	10	4	SESW	18				
	01W	13	4	SESE	16.6										

Place of Use Legal Description:DOMESTIC same as IRRIGATION

Total Acres: 73.6

Conditions of Approval:

1.	C18	This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
2.		This right is a split from former right 63-32116 .
3.	C05	Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.
4.	S39	The use of water for irrigation under this right may begin as early as March 1, provided other elements of the right are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.
5.	E52	USE OF THE RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 11.15 CFS. COMBINED RIGHT NOS.: 63-7426, 63-7430A, 63-7430D, 63-31321, 63-31322, 63-31744, 63-32159, 63-32160, 63-32117, 63-32118, 63-32119.

Dates:

Other Information:
State or Federal:
Owner Name Connector: OR
Water District Number:
Generic Max Rate per Acre:
Generic Max Volume per Acre:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Cary Act Number:
Mitigation Plan: False

Close

State of Idaho

Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 63-7430 A Priority May 10, 1971 Amount 3.0 cfs

THIS IS TO CERTIFY, that Shirley M. Manson

of Kuna, Idaho, has complied with the terms and conditions of Permit No. 63-7430 A issued pursuant to Application for Permit dated May 10, 1971, and has submitted proof to the Department of Water Resources on June 2, 1980, that he has applied water to a beneficial use; an examination by the Department indicates that the works have a capacity for the diversion of 7.47 cfs of water from a groundwater source, tributary to _____, and that the permit holder has applied to a beneficial use and established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
Irrigation	from March 15 to November 15	at 3.0 cfs and	675.0 acre feet
_____	from _____	at _____ cfs and	_____
_____	from _____	at _____ cfs and	_____

(Inclusive dates)

Subject, however, to the condition that no more than 3.0 cfs of water be diverted at any one time, and that the amount of water so diverted and to which such right is entitled and confirmed for the purpose aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed 675.0 acre feet per year, said waters to be diverted within the SE¼SW¼, Section 18; NE¼NW¼, Section 19; Twp. 1N, Rge. 1E in the County of Ada

Description and location of place of use:

Twp.	Range	Sec.	NE¼				NW¼				SW¼				SE¼				Totals
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
1N	1E	19					40	GL1 37	GL2 33	40									150

Total number of acres irrigated 150

NOTE: Modifications to or variance from this license must be made within the limits of Section 42-222, **Idaho** Code, and the applicable Idaho Law. This right may be forfeited by five years of non-use.

The right to the use of the water hereby confirmed is restricted and appurtenant to the lands or place of use herein described, and is subject to all prior water rights, as provided by the laws of Idaho.

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 4th day of April, 19 83.

Director

DEPARTMENT OF WATER RESOURCES

A4

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

BECKY BALDWIN/POEN LAND TRUST
P.O. BOX 140752
BOISE, ID 83714

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT 6.00 2
BOISE IDAHO 01/26/06 11:37 AM
DEPUTY Bonnie Oberbillig
RECORDED-REQUEST OF
Tille One

106013078

5600341 DS70735

Trustee's Sale No. 02-FFA-39898

TRUSTEE'S DEED

FIDELITY NATIONAL TITLE INSURANCE COMPANY, as Successor Trustee under the Deed of or Transfer in Trust hereinafter particularly described, does hereby Bargain, Sell and Convey, without warranty, to POEN LAND TRUST , (herein called Grantee), whose address is P.O. BOX 140752 , BOISE, ID 83714, all of the real property situate in the County of ADA, State of Idaho, described as follows:

LOT 3 IN BLOCK 1 OF ESTHER ESTATES SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 71 OF PLATS AT PAGES 7301 AND 7302, RECORDS OF ADA COUNTY, IDAHO

This conveyance is made pursuant to the powers conferred upon Trustee by the Deed of Trust between JAMES M. PATE AND PATRICIA ANN PATE, HUSBAND AND WIFE, as Grantor(s), to TRANSNATION TITLE & ESCROW, INC., as Trustee, in favor of FREMONT INVESTMENT & LOAN, as Beneficiary, dated 4/6/1999, recorded 4/13/1999 , under Instrument No. 99036004, Mortgage records of ADA County, IDAHO, and after the fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance as follows:

(a) Default occurred in the obligations for which said Deed of Trust was given as security and the beneficiary made demand upon the said Trustee to sell said property pursuant to the terms of said Deed of Trust. Notice of Default was recorded as Instrument No. 105107791, ADA County, Idaho Mortgage Records and in the office of the Recorder of each other county in which the property described in said Deed of Trust, or any part thereof is situated, the nature of such default being as set forth in said Notice of Default. Such default still existed at the time of sale

(b) After recordation of said Notice of Default, Trustee gave notice of the time and place of the sale of said property by registered or certified mail, by personal service upon the occupants of said real property, by posting in a conspicuous place on said premises and by publishing in a newspaper of general circulation in each of the counties in which the property is situated as more fully appears in affidavits recorded at least 20 days prior to date of sale as Instrument No. 105172713, Instrument No. 105172714, and Instrument No. 105172715, ADA County, Idaho Mortgage Records

(c) The provisions, recitals and contents of the Notice of Default referred to in paragraph (a) supra an of the Affidavits referred to in paragraph (b) supra shall be and they are hereby incorporated herein and made an integral part hereof for all purposes as though set forth herein at length

(d) All requirements of law regarding the mailing, personal service, posting, publication and recording of Notice of Default, and Notice of Sale, and of all other notices have been complied with

ATTACHMENT B
(2 pages)

(e) Not less than 120 days elapsed between the giving of Notice of Sale by registered or certified mail and the sale of said property.

(f) Trustee, at the time and place of sale fixed by said Notice, at public auction, in one parcel, struck off to Grantee, being the highest bidder therefor, the property herein described, for the $[redacted] subject however to all prior liens and encumbrances. No person or corporation offered to take any part of said property less than the whole thereof for the amount of principal, interest, advances and costs.

DATED: 1/13/2006

FIDELITY NATIONAL TITLE INSURANCE COMPANY
Trustee

By A. Fragassi
A. FRAGASSI VP
(Name) (Title)

STATE OF CA)
) ss.
COUNTY OF ORANGE)

On 1/25/2006, before me a Notary Public in and for said State, personally appeared —
A. FRAGASSI, known and identified to me to be the —
of the corporation who executed this instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Carmela Drisdale
NOTARY PUBLIC in and for the State of CA
residing at: Orange
My commission expires: 5/10/07

CARMELA DRISDALE
Commission # 1413967
Notary Public - California
Orange County
My Comm. Expires May 10, 2007

ID TRUSTEES DEED

B2

DECLARATION OF TRUST

(1) PURPOSE OF THE LAND TRUST.

This Revocable Trust Agreement, dated January 13, 2006, known as the

"Poen Land Trust"

certifies that **Baro Enterprises, LLC.** with an address of 9862 W. Sleepy Hollow Ln., Boise, Idaho 83714 hereinafter referred to as "Trustee" and including all successor trustees, shall accept title subject to taxes, assessments, liens, charges and encumbrances of record for the real property listed by assessor's parcel number on Schedule "A", attached hereto and made a part hereof. When the Trustee takes title to any property conveyed, the Trustee shall hold it and any proceeds, profits, and avails thereof received, in trust, for the ultimate use and benefit of the Beneficiaries, as designated on attached Schedule "B", and their successors or assigns.

The power of direction as provided herein may be given to a person, corporation, or other legal entity, upon the written designation of a majority in interest of the Beneficiaries then entitled to direct the Trustee in the disposition of the trust properties, regardless of whether or not such recipient of the power of direction shall be a Beneficiary. The Trustee shall not be required to inquire into the propriety or purpose of direction.

The objects and purposes of this Trust shall be to hold title to the trust properties and to protect and conserve them until sale or liquidation. The Trustee shall not manage or operate the trust properties, nor undertake any activity not strictly necessary to the attainment of the foregoing objects and purposes; nor shall the Trustee transact business regarding trust properties which may be, or which may create or evidence the existence of a Massachusetts Business Trust; or a Corporation; or an Association between the Beneficiaries, or by and between the Trustee and the Beneficiaries.

(2) INITIAL DIRECTION

The first Situs or Domicile, and thereby the interpretational laws under which this Trust Organization shall be construed, shall be IDAHO, but may be changed by the Trustee to any other location as shall be deemed prudent, wise, necessary, or appropriate. The Trustee may also change the Trust Administration, at any time, from the current location of the properties.

The acceptance and signing of this Indenture by the First Trustee shall constitute the initial Trusteeship, and the signing and acknowledging of an addendum to this trust by any subsequently appointed Trustee shall constitute acceptance of the Indenture and the trust estate properties in the same manner as the First Trustee, and the assets and emoluments thereof shall immediately vest in any new Trustee, as a fiduciary, without further act or conveyance, except as may be required by local law.

(3) POWERS AND DUTIES OF THE TRUSTEE.

ATTACHMENT C (10 pages)

The Trustee is the sole owner of record of real and/or other properties held hereunder, and as such is granted full power and authority with respect to the said premises or any part of it, and at any time or times, to subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to donate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property or any part thereof, from time to time in possession or reversion by leases to commence in praesenti or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 30 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change, or modify leases and the terms and provisions thereof at any time hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

It is understood that the Trustee shall deal with said property only when authorized in writing to do so, and that notwithstanding any change in the Beneficiary hereunder, will, upon direction of a majority in interest of the Beneficiaries, or any successors in interest, perform any of the functions herein described. The Trustee shall not be required without its consent to enter into any personal obligation or liability in dealing with said trust properties, or to make itself liable for any damages, costs, expenses, fines, or penalties, unless such are paid for in advance by the Beneficiaries.

(4) RELIANCE BY THIRD PARTIES ON AUTHORITY OF THE TRUSTEE.

In no case shall any party dealing with said trustee in relation to said premises, to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under such conveyance, lease or other instrument, (a) that at the time of the delivery thereof, the trust created by this Indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trust's conditions and limitations contained herein and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder and (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease mortgage or other instrument.

(5) REIMBURSEMENT AND INDEMNIFICATION OF THE TRUSTEE.

In the event that the Trustee shall make any advance of money on account of this Trust or shall be made a party to any litigation on account of holding title to real estate in connection with this Trust, or in case the Trustee, either personally or as a Trustee, shall be compelled to pay any sum of money on account of this Trust or any properties included therein, whether on account of breach of contract, injury to personal property, fines, or penalties under any law or otherwise, the Beneficiaries, in accordance with their respective interests hereunder will, on demand, pay to the Trustee, with interest thereon at the rate of ten percent (10%) per year, all such disbursements, advances, or payments made by the Trustee, together with the Trustee's expenses, including reasonable attorney's fees, and that they will indemnify and hold the Trustee harmless of and from any and all payments made or liabilities incurred for any reason whatsoever as a result of this Agreement.

The Trustee shall not be required to advance or to pay any money on account of the Trust, or to commence or defend any legal proceedings involving this Trust or any properties of interest hereunder unless the Trustee shall be furnished with funds sufficient to be satisfactorily indemnified in respect thereto.

(6) COMPENSATION OF THE TRUSTEE.

The Trustee may receive reasonable compensation for services to this Trust and shall be entitled to reimbursement of expenses reasonable incurred. The specific amount, form, and manner of any compensation shall be reflected in Schedule "C", which, if applicable, is attached hereto as a part of this Agreement, which Schedule may be modified, upon occasion, by the approval of the Trustee and a majority in interest of the Beneficiaries, or any successors in interest. The Trustee is not obligated to advance any sums on behalf of the Trust, but may do so. All of the charges and fees of the Trustee shall be a lien upon the whole of the Trust Estate prior to any rights of the Beneficiaries; and the Trustee shall not be required to convey any rights of the Beneficiaries; and the Trustee shall not be required to convey any of the trust properties to any person whomsoever, nor shall the Trust terminate unless all indebtedness, including interest thereon, shall have been fully paid.

If said amount as required herein and as required in paragraph (5) are not paid within sixty (60) days after demand, the Trustee is authorized and directed, without further notice, to sell at public or private sale and to convey title on sufficient properties of the Trust to pay for said fees, expenses, and advances, including any additional charges and Trustee compensation which may arise as a result of the sale; and after such sale, to pay the balance thereof to the Beneficiaries in proportion to their respective interests.

(7) RESIGNATION AND REPLACEMENT OF THE TRUSTEE.

The Trustee may resign at any time by sending a notice of intention to do so by certified mail to each Beneficiary hereunder at his or her last known address. In the event of the Trustee's resignation, a successor Trustee shall be appointed by a majority in interest of the Beneficiaries then entitled to direct the Trustee. A trust minute shall be lodged with the trust records, and also with the resigning Trustee, and shall have written thereon the acceptance of such successor Trustee and the resignation of the resigning Trustee, and both shall sign as Co-Trustees with the date written thereon.

In the event no successor Trustee is appointed as provided within sixty (60) days from the date of such resignation, the resigning Trustee may convey the trust properties to the Beneficiaries in accordance with their respective interests, and this Trust shall terminate; or the Trustee may apply for appropriate relief in any court of competent jurisdiction.

Notwithstanding any thing herein contained to the contrary, in the event that the Trustee shall die or become incapacitated, OR shall undergo a merger, reorganization, or dissolution, or if the Trustee shall become unwilling or unable to act for any reason, the following, in order of their listing (provided the same shall be willing and able to act), shall be appointed as the successor Trustee with the same powers and duties as the predecessor Trustee:

1st Choice: (none)

In the event that the above is not available to serve as the successor Trustee, or in the event that no choices have been so designated herein, then a majority in interest of the Beneficiaries entitled to direct the Trustee may appoint a successor Trustee. A Beneficiary hereunder may be named as a successor Trustee. In the event that a successor Trustee is appointed, a copy of the trust minutes showing the new appointment and the resignation of the prior Trustee may be recorded in the county or counties wherein properties held are located; said recording shall include assessors parcel number and shall act to vest title in the successor Trustee, with all the same powers and duties as the prior Trustee, and all other provisions of the Trust shall remain in effect.

Notwithstanding the resignation or replacement of the Trustee, the former Trustee (and the Trustee's estate, if applicable) shall continue to have a lien on all trust properties, prior to any Beneficiary's rights for the unpaid costs and expenses, including reasonable attorney's fees, and for reasonable compensation as provided for in this Agreement. The Trustee shall be under no obligation to make any deed, mortgage, lease, or conveyance of the real estate, or to enter into any contractual obligation with respect to the real estate or any other trust properties, until its fees are paid and its expenses reimbursed, or until such fees and expenses are satisfactorily secured.

(8) NON-LIABILITY OF THE TRUSTEE.

Any obligation incurred by the Trustee shall be the obligation of the Trust only, and shall not under any circumstance be the individual obligation of the Trustee, unless said Trustee specifically consents in writing to such liability. No Beneficiary hereunder shall have any authority to contract for or in the name of the Trustee, or to bind the Trustee personally, unless consent thereto is first obtained in writing.

The Trustee shall not be called upon to do anything with respect to the management or control of trust properties, the payment of assessments, insurance, taxes, or litigation, except on written direction of the Beneficiary(ies) as provided herein, and only after the payment to the Trustee of all monies necessary to carry out said instructions.

(9) TAX RETURNS.

The Beneficiaries shall individually report and pay any and all taxes on the earnings, avails, and proceeds of the trust properties arising out of their respective interest hereunder. If it is necessary to file informational returns under the Internal Revenue Code, the Trustee shall not be obligated to prepare such returns, although the Trustee shall, if necessary, sign such informational returns.

(10) LIMITATION OF DISCLOSURE OF BENEFICIARIES.

The Trustee shall not disclose the identity of Beneficiaries of this Trust, nor shall any Beneficiary disclose the identity of any other Beneficiary of this Trust, except insofar as such disclosure may nor or hereafter be required by law or upon order of a court having competent jurisdiction over this Trust, or unless permission to disclose is received in writing from such Beneficiary. Any disclosing party shall be responsible to the identified party for any losses or damages sustained by the identified party as a result of such disclosure in contravention of this paragraph.

(11) INTEREST OF BENEFICIARIES AS PERSONALTY.

It is understood and agreed by and between the Trustee and any person or personas who have or may become entitled to any interests under this Trust, that the interests of any such Beneficiary hereunder shall consist solely of a power of direction to deal with title to the trust properties, and the right to receive or direct the disposition of the proceeds from the rentals and from the mortgages, sales, or other disposition of said premises, and the right to lease, manage, and control said property as provided.

No Beneficiary now has, or shall hereafter at any time have, any right, title, or interest in or to any proportion of said real estate as such, either legal or equitable, or in any other trust properties, but only an interest in the earnings, avails, and proceeds; it being the intention of this instrument to vest the full legal and equitable title to the trust properties in the Trustee. No Beneficiary shall have the right to require partition of trust properties.

The right in the avails and proceeds of the properties shall be deemed to be personal property and may be treated, assigned, and transferred as personal property, and will be so treated for all purposes. In case of the death of any Beneficiary hereunder during the existence of this Trust, such Beneficiary's right and interest shall be null and void, and the Trustee shall reconvey the Beneficial Assignment per instructions, or if none were given, then Assignment therein will be divided pro rata to any Heirs, or to other Beneficiaries at the Trustee's discretion.

(12) DEATH OF A BENEFICIARY.

The death of any individual Beneficiary, or the merger, reorganization, or dissolution of any Corporation, Partnership or other form of Beneficiary hereunder, shall not terminate the Trust nor in any manner affect the powers of the Trustee hereunder.

(13) NOTICE OF ASSIGNMENT OF BENEFICIAL INTEREST.

No assignments of interest hereunder by a Beneficiary shall be binding on the Trustee until the original or duplicate copy of any such assignment, in such form as the Trustee may approve, is delivered to the Trustee and Trustee's acceptance is indicated thereon. Any assignment not so

delivered to the Trustee shall be void as to all subsequent assignees or purchasers without notice. The Trustee shall maintain a Beneficiary Name and Address List and will revise such list to reflect any changes in ownership.

No assignment of any interest that includes the power to direct the Trustee to convey or otherwise deal with trust properties shall be valid without the written approval of a majority in interest of the other Beneficiaries who possess such power of direction. Any person who is vested with such power of direction, but who is not a Beneficiary hereunder, shall not assign such power without the written consent of all of the Beneficiaries.

Assignments evidencing the interests of the Beneficiaries may be issued by the Trustee in such form as it may approve. In the event such an assignment of an interest shall be accomplished, it shall be valid only upon the prior surrender herewith of a valid document to the Trustee with a proper endorsement thereon, as may be required by the Trustee; however, the use of such document shall not be required herein, if such issuance or use would subject the Trust, the Trustee, or the Beneficiaries to state or federal securities regulations from which economical and non-restrictive exemptions from said regulations would not be readily obtainable

(14) RESTRICTIONS ON TRANSFERS OF BENEFICIAL INTEREST.

Any holder of a beneficial interest hereunder desiring to sell or dispose of said beneficial interest, or any portion thereof, at any time, must first offer to sell said interest to the other beneficial interest holders according to their respective proportionate beneficial interest. The beneficial interest must by offered at the same price as the highest written good faith offer by a third party to purchase such interest, or at another price mutually agreed upon by the parties. An option for the purchase of said interest shall be given to the remaining beneficial interest holders for a period of thirty (30) days.

If said option is not accepted within the thirty-day period, the beneficial interest may then be offered to any third party; provided that the other beneficial interest holders hereunder are given an option for an additional period of ten (10) days to meet the price and terms at which it is proposed to sell said interest to the third party. If the beneficial interest holders meet said price, the sale shall be made to them for a lump-sum payment in cash or upon other mutually agreeable terms, within ten (10) days after the exercise of the subsequent option.

This shall not interfere with the right of any beneficial interest holder to transfer a beneficial interest by will or by gift. The beneficial interest, however, shall be subject to this provision in the hands of all future beneficial interest holders, including heirs, executors, administrators, personal representatives, donees, successors, and assigns.

The terms of this provision respecting the transferability of beneficial interests hereunder may be modified, in writing, by agreement of all of the beneficial interest holders.

(15) ADDITION OF OTHER PROPERTY TO THE TRUST.

Additional properties may be conveyed to the Trustee, and such properties and the proceeds thereof shall be held, dealt with, and disposed of under the terms of this Agreement and in the same manner as the properties specifically described herein. The terms and conditions of the

C6

assignment or deed or other manner of transaction by which any properties are conveyed to the Trustee hereunder, shall constitute and be construed as a part of this Agreement. The Trustee shall maintain Schedule "A", attached hereto and made a part hereof, and which Schedule shall identify all properties held by this Trust.

(16) PROHIBITION AGAINST RECORDATION.

This Trust Agreement shall not be placed on record in the Recorder's office of the county in which the Trust property is situated or elsewhere. However, in the event that any such recording shall occur, said recording shall not be considered as notice of the rights of any person hereunder derogatory to the title or powers of the Trustee.

(17) AMENDMENT, MODIFICATION, OR TERMINATION OF AGREEMENT.

This Trust Agreement is expressly revocable but may not be amended or terminated except by a written agreement signed by the Trustee and all of the Beneficiaries or their designees, or by the termination which may result from the operation of the Paragraph following.

(18) TERMINATION OF THE TRUST.

If the trust properties or any part thereof remains in the Trust twenty-one (21) years after the date this Trust was executed, the Trustee shall give written notice to the Beneficiaries of the proposed termination of the Trust. In the event that an agreement extending the term of this Trust has not been agreed to by all parties within sixty (60) days from the date of such notification, the Beneficiaries in accordance with their respective interests hereunder; or the Trustee, upon written direction of a majority in interest of the Beneficiaries, or their successors in interest, shall then sell the properties at public sale on reasonable notice and divide the proceeds of the sale among all of the Beneficiaries in accordance with their respective interests hereunder.

(19) VALID NOTICE REQUIREMENTS.

Any notice in writing required or permitted to be given to the Settlors or the Beneficiaries by the Trustee or by another Beneficiary will be deemed to have been sufficiently given if personally delivered or mailed in an envelope addressed to such person at the address shown opposite that person's name in the Trustees List, or at such other address as such person may hereafter specify by written notice to the Trustee. Any notice in writing required or permitted to be given to the Trustee will be sufficiently given if delivered to the Trustee at its principal office or at such other address as the Trustee may hereafter specify.

(20) INSURANCE.

The Beneficiaries hereunder agree at all times to carry public liability insurance and such other liability insurance as the Trustee shall deem necessary or appropriate in the circumstances, insuring the Trustee in amounts and form acceptable to the Trustee. In the event of the failure to furnish such liability insurance, the Trustee, after reasonable notice, may procure such insurance, and the Beneficiaries hereunder do hereby jointly and severally agree that they will forthwith on demand pay the Trustee the amount of the premium on said insurance plus interest at the annual rate of ten (10%) percent.

(21) GOVERNING LAW.

This Trust Indenture shall be Resident in and shall be construed and regulated and its validity and effect shall be determined by the laws and regulations of the State of Idaho as such laws may from time to time exist.

IN WITNESS WHEREOF, the undersigned parties have caused this Trust Indenture to be executed on this 13th day of January, 2006, and acknowledge the signing hereof to be a voluntary act and deed.

TRUSTEE:

Baro Enterprises, LLC

Trustee of the Poen Land Trust

BY: Tyler Roberts, Manager

BENEFICIARIES:

Baro Enterprises, LLC

BY: Tyler Roberts, Manager

9862 W. Sleepy Hollow Ln.

Boise, ID 83714

GRANTOR(S):

Baro Enterprises, LLC

BY: Tyler Roberts, Manager

9862 W. Sleepy Hollow Ln.

Boise, ID 83714

SCHEDULE "A"

PROPERTY IN TRUST

Parcel Number: R2517270300

Address: 2286 E Poen Rd., Kuna, ID 83634

Legal Description: Lot 3, in Block 1 of Esther Estates Subdivision, according to the official plat thereof, filed in Book 71 of Plats at Page 7301 and 7302, records of Ada County, Idaho.

SCHEDULE "B"

BENEFICIARIES OF THE

Poen Land Trust

The initial Beneficiaries of the Poen Land Trust are:

Baro Enterprises, LLC, as to an undivided 100% interest

The undersigned parties have caused this Trust Indenture to be executed on this 13 day of January, 2006, and acknowledge the signing hereof to be a voluntary act and deed.

SIGNED BY:

Tyler Roberts

Baro Enterprises, LLC
By: Tyler Roberts, Manager

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APPLICATION FOR REGISTRATION OF FOREIGN LIMITED LIABILITY COMPANY

(Instructions on back of application)

FILED EFFECTIVE
2004 MAY 12 AM 9:23
SECRETARY OF STATE
STATE OF IDAHO

1. The name of the limited liability company is:

BARO ENTERPRISES, LLC

2. If the name of the limited liability company is not permissible or is not available in Idaho, the name the foreign limited liability company will use in Idaho is:

BARO ENTERPRISES, LLC

3. The jurisdiction under whose laws the limited liability company is organized is: NEVADA
and the date of its formation was: SEPT 29, 2003

4. The name and address of the registered agent in Idaho is:

TYLER ROBERTS 962 E VALENCIA STREET BOISE, ID 83706

5. The address of the limited liability company's office in the jurisdiction under whose laws it is organized is:

618 IDAHO STREET, SUITE 2 ELKO, NV 89801

6. The address of the limited liability company's principal office, if other than the address in #5 above, is:

7. The address to which correspondence should be addressed is:

962 E VALENCIA STREET BOISE, ID 83706

8. Signature of a manager, if any, or a member if there are no managers.

Signature Tyler Roberts

Typed Name TYLER ROBERTS

Manager ☐ Member ☑

g:\corp\forms\LLC forms\supplprforeignform.pm6
Revised 09/2002

Secretary of State use only

IDAHO SECRETARY OF STATE
05/12/2004 05:00
CK: 1489 CT: 174370 BH: 744629
1 @ 100.00 = 100.00 REGFORGLLC # 2

W30555

SECRETARY OF STATE

STATE OF NEVADA

CERTIFICATE OF EXISTENCE WITH STATUS IN GOOD STANDING

I, DEAN HELLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, non-profit corporations, corporation soles, limited-liability companies, limited partnerships, limited-liability limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, **BARO ENTERPRISES, LLC**, as a limited-liability company duly organized under the laws of Nevada and existing under and by virtue of the laws of the State of Nevada since September 29, 2003, and is in good standing in this state.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office, in Carson City, Nevada, on April 13, 2004.

Dean Heller

DEAN HELLER
Secretary of State

By acqueline urrutia
Certification Clerk

ATTACHMENT D

BOISE IDAHO 06/07/06 04:13 PM
DEPUTY Patti Thompson
RECORDED – REQUEST OF
Poen Land Trust

106090220

After recording, return to
Poen Land Trust
PO Box 140752
Boise, ID 83714

DEED OF TRUST

THIS DEED OF TRUST, made this 5th day of May, 2006, BETWEEN **Poen Land Trust,** herein called GRANTOR, whose address is **PO Box 140752, Boise, ID 83714** and Baro Enterprises, LLC, herein called TRUSTEE, and **Joseph and Sallie Thibodeaux, Husband and Wife,** herein called BENEFICIARY, whose address is **1475 SW Jasmine Trace, Palm City, FL 34990**.

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

Lot 3, in Block 1 of Esther Estates Subdivision, according to the official plat thereof, filed in Book 71 of Plats at Page 7301 and 7302, records of Ada County, Idaho.

This property is also commonly known as **2286 E Poen Rd., Kuna, ID 83634**

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.
For the purpose of securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of [redacted] with final payment due: **May 4, 2016** and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them. while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary and provided further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

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

1. To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manor any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under and fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order and Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.
4. To pay, at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses, of this Trust. In Addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges

ATTACHMENT E
(3 pages)

upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure to pay shall constitute a default under this Trust.

5. To pay immediately and without demand all sums expended by Beneficiary of Trustee pursuant to the provisions hereof, with interest from date of expenditure at the rate of interest specified in the above-described promissory note.
6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligations hereof, may; make or do the same in such manner and such an extent as either may deem necessary to protect this security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers or beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
3. At any time or from time to time, without liability, therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: Reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention upon payment of its fees, Trustee shall reconvey without warranty, the property then held hereunder. The Grantee in such reconveyance may be described as 'the person or persons legally entitled thereto.
5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issued and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon and indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated. Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sale property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its Deed conveying the property so sold, but without any covenant or warranty expressed or implied. The recitals in such Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale. After deducting such costs, fees and expenses, of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof not then repaid, with accrued interest at the rate specified in the above described promissory note; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.
9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

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

Poen Land Trust
Baro Enterprises, LLC, Trustee
By: Tyler Roberts, Manager

State of Idaho)
) S.S.
County of Ada)

On this 1st day of June, in the year of 2011, before me Cherie Ward, personally appeared Tyler Roberts, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that he (she)(they) executed the same.

CHERIE WARD NOTARY PUBLIC STATE OF IDAHO

Notary Public
My Commission Expires on 5-19-2011

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all Indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Poen Land Trust, P.O. Box 140752, Boise, Idaho, 83714.

Date: _____ **Beneficiary: Joseph & Sallie Thibodeaux**

WATER SHARE TRANSFER ACKNOWLEDGEMENT

Baro Enterprises, LLC , as Trustee of Poen Land Trust, does hereby acknowledge and agree to the Application for Transfer of Water Right associated with the real property at 2286 E Poen Road, Kuna, Idaho.

Date: June 7, 2006

By: Tyler Roberts

Baro Enterprises, LLC
Tyler Roberts, Manager

State of Idaho)
) S.S.
County of Ada)

On this 7th day of June, in the year of 2006, before me Cherie Ward, personally appeared Tyler Roberts, known to be the Manager of said limited liability company and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same on behalf of such corporation.

CHERIE WARD NOTARY PUBLIC STATE OF IDAHO

Cherie Ward
Notary Public
My Commission Expires on 5-09-2011

ATTACHMENT F