

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

DE ✓
RECEIVED

MAR 20 2008

DEPARTMENT OF
WATER RESOURCES

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 division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
PD 36-2673					

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 usually attached to your deed or on file with the county).

OR

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 **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)

Lyle Barton

4. New Owner/Claimant(s)

Drew G Morgan & Tami M Morgan

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

New Mailing Address

374 N. 1250 W

City, State and ZIP Code

Paoli, Idaho 83347

New Telephone Number

(208) 438-5162

5. Date you acquired the property

2/15/08

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 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 (one water right per box, you may copy this page as 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(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s) _____
(include title if applicable)

Jami M. Morgan

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.

For Office Use Only			
Received by _____	Date _____	Fee <u>\$25.00</u>	
Received by <u>un</u>	Date <u>3/20/09</u>	Receipt No. <u>10846369</u>	
Processed by _____	AJ Date _____	WR _____	Date _____

WARRANTY DEED

#21726

For Value Received

Marie D. Barton, a widow

Instrument # 495299

MINIDOKA COUNTY, RUPERT, IDAHO
2008-02-19 02:17:35 No. of Pages: 2
Recorded for : RUPERT LAND TITLE
DUANE SMITH Fee: 6.00
Ex-Officio Recorder Deputy 

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

Drew G. Morgan and Tami M. Morgan, husband and wife
Address: 374 North 1250 West, Paul, ID 83347

Hereinafter called the Grantee, the following described premises situated in **Minidoka** County, Idaho, to-wit:

PARCEL NO. 1:

**TOWNSHIP 9 SOUTH, RANGE 22 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO**

SECTION 5: S½SE¼

PARCEL NO. 2:

**TOWNSHIP 9 SOUTH, RANGE 22 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO**

**SECTION 8: Part of Farm Unit B, Tract B of the North Side Pumping Division, Minidoka Project, Idaho
(as shown by plat, dated September 27, 1957, on file in the office of the County Recorder,
Minidoka County, Idaho), more particularly described as follows:**

**Beginning at the Northeast corner of Section 8, said corner marked by a 5/8 inch rebar which shall be
the POINT OF BEGINNING;**

**Thence South 00°11'34" East along the East line of Section 8 for a distance of 1353.82 feet to a ½ inch
rebar;**

Thence South 89°57'23" West for a distance of 16.84 feet to a ½ inch rebar;

**Thence South 89°57'23" West for a distance of 1200.12 feet to a ½ inch rebar on the West line of Tract
B;**

**Thence North 00°23'04" West along the West line of Tract B for a distance of 1367.97 feet to a 5/8 inch
rebar at Corner No. 2 of Tract B;**

**Thence South 89°22'52" East along the North line of Section 8 for a distance of 1221.66 feet to the
POINT OF BEGINNING.**

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Taxes for 2008 and subsequent years.

Assessments of the A & B Irrigation District and the rights and powers of said District as by law provided.

Assessments levied or to be levied by Magic Valley Groundwater District, if any.

Restrictions in Patent, dated December 22, 1966, executed by the United States of America, to Clair Bergstrom and Arlene Bergstrom, and to their heirs, recorded February 20, 1967 as Document No. 188594, Minidoka County records, which recites: Subject to such rights for transmission line purposes as the Idaho Power Company may have under the Act of March 4, 1911 (36 Stat. 1253), as amended (43 U.S.C. sec. 961). (Affects Parcel No. 1)

A Power Line Easement, dated November 21, 1978, executed by Lyle Barton and Marie Barton, husband and wife, to Idaho Power Company, recorded March 29, 1979 as Document No. 291128, Minidoka County records, granting a right of way and easement for the erection and continued maintenance of electrical transmission lines and other equipment over the herein described real property, together with all rights of ingress and egress. (Affects Parcel No. 2 and other real property)

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

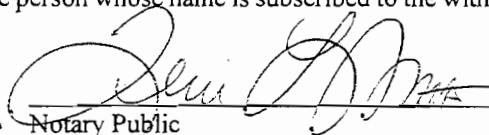
Dated: February 15, 2008



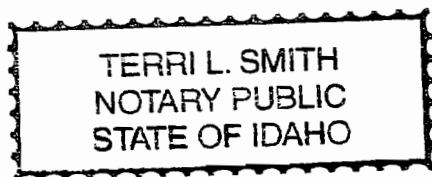
Marie D. Barton

STATE OF IDAHO)
) ss.
COUNTY OF MINIDOKA)

On this 15 day of February, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Marie D. Barton, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



Notary Public
Residing at: Burley, ID
My Commission expires: 08/02/08



REAL ESTATE PURCHASE AND SALE AGREEMENT

RE-21
Rev. 1/00

(with Earnest Money Provision)

THIS CONTRACT CONTROLS THE TERMS OF SALE OF THE PROPERTY. READ CAREFULLY BEFORE SIGNING: IF ANY QUESTION, CONSULT YOUR ATTORNEY.

Drew G. Morgan & Tami M. Morgan, Idaho Dec. 13th 2007
(hereinafter called "Buyer") agrees to purchase, and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "premises" located in
Paul, County of Blaine
State of Idaho, commonly known as _____
legally described as: See Attached

(A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED, ATTACHED OR WRITTEN ON THE REVERSE HEREOF PRIOR TO EXECUTION BY SELLER. Buyer hereby authorizes broker to insert over his signature the correct legal description of the premises if unavailable at the time of signing, or to correct the legal description previously entered if erroneous or incomplete.)

1. TOTAL PURCHASE PRICE IS Two Hundred twenty-five thousand seven hundred twenty dollars + 100 DOLLARS (\$ 225,720.00) payable as follows:

A. Earnest Money.
(a) Buyer hereby deposits and a receipt is hereby acknowledged of N/A Dollars (\$ _____) evidenced by: ☐ Cash, ☐ Personal Check, ☐ Cashiers Check, ☐ Note Due, or paid or delivered as earnest money in part payment of the purchase price for the premises.
(b) Earnest Money to be deposited in trust account upon acceptance by all parties.
(c) All Earnest Money shall be held by N/A for the benefit of the parties hereto, and _____ (Broker) shall hold the completely executed broker's copy of this agreement.

B. Balance of purchase price to be paid as follows: Cash to seller & closing thru financing & farm credit services.

2. Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of Dec. 13th 2007. If Seller does not accept this agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.

3. 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. Any liens, encumbrances or defects which are to be discharged or assumed by Buyer or to which title is taken subject to (not otherwise set forth above) are:

N/A

4. The Seller shall, within a reasonable time after closing, furnish to the Buyer a title insurance policy in the amount of the purchase price of the premises from a title insurance company showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this agreement to be discharged or assumed by the Buyer. Prior to closing the transaction, the Seller shall furnish to the Buyer a preliminary report for commitment made by a title insurance company showing the condition of the title to said premises. The parties agree that Land Title & Escrow Inc. Title Company shall provide said title policy and preliminary report or commitment. It is agreed that if the title to said premises is not marketable, or cannot be made so within thirty (30) days after notice containing a written statement of defects is delivered or mailed to the Seller, or if the Seller, having approved said sale fails to consummate the same as herein agreed, such failure shall constitute a default and the Earnest Money shall be returned to the Buyer and Seller shall pay for the cost of title insurance, escrow and legal fees, if any. Buyer's acceptance of the Earnest Money does not constitute a waiver of other remedies available.

5. It is hereby agreed that the "closing agent" for this agreement shall be Land Title & Escrow Inc is the broker responsible for the closing.

Where not otherwise provided by law, the parties shall each pay one-half of said closing agent's fees. The closing date shall be on or before 1/31/08

6. On or before the closing date, Buyer and Seller shall deposit with the closing agent all funds and instruments necessary to complete the sale.
7. Seller shall deliver possession to Buyer on or before Day of closing, and taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserves on liens, loans or obligations assumed or taken subject to, and utilities shall be prorated as of Day of closing except as follows:

Buyer shall pay for fuel in fuel tank, the amount to be determined by the supplier at Seller's expense.

8. The parties agree that this agreement contains the following additional terms and conditions: Transfer irrigation well. @ closing - 1 DWK. Seller to pay for title insurance & 1/2 closing escrow fee. Buyer to pay 1/2 closing escrow fee & all lender fees & survey.

9. The following items of property now on the premises are specifically excluded from the sale: N/A

The following items of personal property are specifically included in the sale: 2-14 mule wheelines & Painted mainline (1/4 mile) & pump, panel & mtr.

10. IMPORTANT: THE REVERSE OF THIS AGREEMENT CONTAINS IMPORTANT PROVISIONS WHICH ALSO CONSTITUTE PART OF THE AGREEMENT. Each of the parties acknowledges reading this agreement in full.

Listing Agency:

Selling Agency:

BUYER
Tami M. Morgan

By: 374 North 1350 West Paul, ID
Buyer's Address
300-1557
Buyer's Phone

On this date, _____, I/We hereby approve and accept the sale set forth in the above agreement and agree to carry out all the terms thereof on the part of the Seller, and the undersigned Seller further agrees to pay a commission of _____% of selling price or _____ DOLLARS (\$ _____) to the above named broker(s) for services.

I/We further acknowledge receipt of a true copy of this agreement with the complete legal description of the premises inserted and signed by both parties.

SELLER
Tami M. Morgan

1143 Link St. Rupert, ID
Seller's Address
436-8990
Seller's Phone

A true copy of the foregoing agreement, signed by the Seller and containing the full and complete legal description of the premises, is hereby received on this _____ day of _____, 20____.

BUYER

BUYER

STATE OF IDAHO)
County of _____) ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____

known to me to be the person(s) who signed the foregoing instrument as Seller and acknowledged to me that _____ he _____ executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Notary Public for Idaho

Residing at

**ALTA STANDARD OWNER'S POLICY
COMMONWEALTH LAND TITLE INSURANCE COMPANY**

SCHEDULE A

Date of Policy: February 19, 2008 at 2:20 P. M.

Order No. 21726

Policy No.: C30-Z050474

Amount of Insurance: \$225,720.00

Premium: \$983.00

1. Name of Insured: **DREW G. MORGAN and TAMI M. MORGAN**
2. The estate or interest in the Land that is insured by this policy is: **FEE SIMPLE**
3. Title is vested in: **DREW G. MORGAN and TAMI M. MORGAN, husband and wife**
4. The Land referred to in this policy is described as follows:

SEE SCHEDULE A, PAGE 2

**LAND TITLE AND ESCROW, INC.
P.O. Box 111
710 G Street
Rupert, ID 83350**

Countersigned: _____

Authorized Officer or Agent

This Policy is valid only if Schedule B is attached.

SCHEDULE A

PAGE 2

Order Number: 21726

Policy Number: C30-Z050474

PARCEL NO. 1:

TOWNSHIP 9 SOUTH, RANGE 22 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTION 5: S½SE¼

PARCEL NO. 2:

TOWNSHIP 9 SOUTH, RANGE 22 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTION 8: Part of Farm Unit B, Tract B of the North Side Pumping Division, Minidoka Project, Idaho (as shown by plat, dated September 27, 1957, on file in the office of the County Recorder, Minidoka County, Idaho), more particularly described as follows:

Beginning at the Northeast corner of Section 8, said corner marked by a 5/8 inch rebar which shall be the POINT OF BEGINNING;

Thence South 00°11'34" East along the East line of Section 8 for a distance of 1353.82 feet to a ½ inch rebar;

Thence South 89°57'23" West for a distance of 16.84 feet to a ½ inch rebar;

Thence South 89°57'23" West for a distance of 1200.12 feet to a ½ inch rebar on the West line of Tract B;

Thence North 00°23'04" West along the West line of Tract B for a distance of 1367.97 feet to a 5/8 inch rebar at
Corner No. 2 of Tract B;

Thence South 89°22'52" East along the North line of Section 8 for a distance of 1221.66 feet to the POINT OF BEGINNING.

SCHEDULE B

EXCEPTIONS FROM COVERAGE

Order No. 21726

Policy Number: C30-Z050474

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

GENERAL (STANDARD) EXCEPTIONS:

1. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession, thereof.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
4. Any lien, or right to a lien, imposed by law for services, labor, or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public records.
5. Taxes or assessments which are not now payable or which are not shown as existing liens by the 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.
6. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.

SPECIAL EXCEPTIONS

8. Taxes for 2008 and subsequent years, a lien, but not yet due or payable.
9. Assessments of the A & B Irrigation District and the rights and powers of said District as by law provided.
10. Assessments levied or to be levied by Magic Valley Groundwater District, if any.
11. Restrictions in Patent, dated December 22, 1966, executed by the United States of America, to Clair Bergstrom and Arlene Bergstrom, and to their heirs, recorded February 20, 1967 as Document No. 188594, Minidoka County records, which recites: Subject to such rights for transmission line purposes as the Idaho Power Company may have under the Act of March 4, 1911 (36 Stat. 1253), as amended (43 U.S.C. sec. 961). (Affects Parcel No. 1)
12. A Power Line Easement, dated November 21, 1978, executed by Lyle Barton and Marie Barton, husband and wife, to Idaho Power Company, recorded March 29, 1979 as Document No. 291128, Minidoka County records, granting a right of way and easement for the erection and continued maintenance of electrical transmission lines and other equipment over the herein described real property, together with all rights of ingress and egress. (Affects Parcel No. 2 and other real property)

(CONTINUED)

CONTINUATION

SCHEDULE B

Order No: 21726

Policy Number: C30-Z050474

13. Mortgage to secure an original indebtedness of \$949,000.00, and any other amounts and/or obligations secured thereby.
Recorded: February 19, 2008, as Document No. 495300, Minidoka County records
Dated: February 19, 2008
Mortgagor: Drew Morgan, same person as Drew G Morgan and Tami Morgan, same person as Tami M Morgan, husband and wife
Mortgagee: Northwest Farm Credit Services, FLCA, a corporation
14. The land described in this title policy shall not be deemed to include any trailer house or mobile home located on the premises.

END OF SCHEDULE B - ALTA **STANDARD** OWNER'S POLICY

2/22/08 hm

ALTA STANDARD LOAN POLICY COMMONWEALTH LAND TITLE INSURANCE COMPANY

SCHEDULE A

Date of Policy: February 19, 2008 at 2:20 P. M.

Order No. 21726

Policy No.: K57-Z070408

Premium: \$1,757.45

Amount Of Insurance: \$949,000.00

1. Name of Insured: **NORTHWEST FARM CREDIT SERVICES FLCA**
2. The estate or interest in the Land that is encumbered by the insured **Mortgage** is: **FEE SIMPLE**
3. Title is vested in: **DREW G. MORGAN and TAMI M. MORGAN, husband and wife**
4. The insured **Mortgage**, and its assignments, if any, are described as follows:

Mortgage to secure an indebtedness of \$949,000.00.

Recorded: February 19, 2008, as Document No. 495300, Minidoka County records

Dated: February 19, 2008

Mortgagor: Drew Morgan, same person as Drew G Morgan and Tami Morgan, same person as Tami M Morgan, husband and wife

Mortgagee: Northwest Farm Credit Services, FLCA, a corporation

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

SEE SCHEDULE A, PAGE 2

6. This policy incorporates by reference those ALTA endorsements selected below:

- | | | |
|--------------------------|---------|--|
| ☐ | 4-06 | (Condominium) |
| ☐ | 4.1-06 | |
| ☐ | 5-06 | (Planned Unit Development) |
| ☐ | 5.106 | |
| ☐ | 6-06 | (Variable Rate) |
| ☐ | 6.2-06 | (Variable Rate--Negative Amortization) |
| ☐ | 8.1-06 | (Environmental Protection Lien) Paragraph b refers to the following state statute(s): None |
| ☐ | 9-06 | (Restrictions, Encroachments, Minerals) |
| ☐ | 13.1-06 | (Leasehold Loan) |
| ☐ | 14.1-06 | (Future Advance-Knowledge) |
| ☐ | 14.3-06 | (Future Advance-Reverse Mortgage) |
| ☐ | 22-06 | (Location) the type of improvement is a and the street address is as shown above. |

LAND TITLE AND ESCROW, INC.

P.O. Box 111

710 G Street

Rupert, ID 83350

Countersigned: _____

Authorized Officer or Agent

This Policy is valid only if Schedule B is attached.

SCHEDULE A

PAGE 2

Order Number: 21726

Policy Number: K57-Z070408

PARCEL NO. 1:

TOWNSHIP 9 SOUTH, RANGE 22 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTION 5: S½SE¼, **SAVE AND EXCEPTING** the following described tract:

Beginning at the Southeast corner of Section 5, said corner marked by a 5/8 inch rebar which shall be the POINT OF BEGINNING;
Thence North 89°22'52" West along the South line of Section 5 for a distance of 1016.68 feet;
Thence North 00°01'09" East for a distance of 24.31 feet to a ½ inch rebar;
Thence North 00°01'09" East for a distance of 44.97 feet to a ½ inch rebar;
Thence along a non-tangent curve to the left for a distance of 1361.34 feet to a ½ inch rebar, said curve having a radius of 1329.85 feet and a central angle of 58°39'09" with a long chord bearing of North 47°30'18" East for a distance of 1302.67 feet to a ½ inch rebar;
Thence South 89°52'14" East for a distance of 40.69 feet to a ½ inch rebar;
Thence South 89°52'14" East for a distance of 12.44 feet to the East line of Section 5;
Thence South 00°10'34" East along the East line of Section 5 for a distance of 960.14 feet to the POINT OF BEGINNING.

PARCEL NO. 2:

TOWNSHIP 9 SOUTH, RANGE 22 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTION 8: Part of Farm Unit B, Tract B of the North Side Pumping Division, Minidoka Project, Idaho (as shown by plat, dated September 27, 1957, on file in the office of the County Recorder, Minidoka County, Idaho), more particularly described as follows:

Beginning at the Northeast corner of Section 8, said corner marked by a 5/8 inch rebar which shall be the POINT OF BEGINNING;
Thence South 00°11'34" East along the East line of Section 8 for a distance of 1353.82 feet to a ½ inch rebar;
Thence South 89°57'23" West for a distance of 16.84 feet to a ½ inch rebar;
Thence South 89°57'23" West for a distance of 1200.12 feet to a ½ inch rebar on the West line of Tract B;
Thence North 00°23'04" West along the West line of Tract B for a distance of 1367.97 feet to a 5/8 inch rebar at Corner No. 2 of Tract B;
Thence South 89°22'52" East along the North line of Section 8 for a distance of 1221.66 feet to the POINT OF BEGINNING.

PARCEL NO. 3:

TOWNSHIP 9 SOUTH, RANGE 22 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTION 5: Lots 1, 2, 3, 4 and S½N½ and N½S½, **SAVE AND EXCEPT** the following described parcel:

Beginning at the Northwest corner of the NW¼NW¼ of said Section 5; thence South for 618.30 feet to a point, which point shall be known as the TRUE POINT OF BEGINNING;
Thence South for 544.50 feet;
Thence East for 160.00 feet;
Thence North for 544.50 feet;
Thence West for 160.00 feet to the TRUE POINT OF BEGINNING.

SCHEDULE B

EXCEPTIONS FROM COVERAGE

Order No. 21726

Policy Number: K57-Z070408

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

GENERAL (STANDARD) EXCEPTIONS:

1. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession, thereof.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
4. Any lien, or right to a lien, imposed by law for services, labor, or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public records.
5. Taxes or assessments which are not now payable or which are not shown as existing liens by the 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.
6. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.

SPECIAL EXCEPTIONS

8. Taxes for 2008 and subsequent years, a lien, but not yet due or payable.
9. Assessments of the A & B Irrigation District and the rights and powers of said District as by law provided.
10. Assessments levied or to be levied by Magic Valley Groundwater District, if any.
11. A Power Line Easement, dated March 27, 1958, executed by Arthur McClellan and Betty Jo McClellan, husband and wife, to Idaho Power Company, a corporation, recorded February 12, 1959 in Book 36 of Deeds, Page 393, Minidoka County records. (Affects Parcel No. 3 and other real property)
12. Restrictions in Patent, dated December 22, 1966, executed by the United States of America, to Clair Bergstrom and Arlene Bergstrom, and to their heirs, recorded February 20, 1967 as Document No. 188594, Minidoka County records, which recites: Subject to such rights for transmission line purposes as the Idaho Power Company may have under the Act of March 4, 1911 (36 Stat. 1253), as amended (43 U.S.C. sec. 961). (Affects Parcel No. 1)
13. A Power Line Easement, dated May 6, 1967, executed by Arthur D. McClellan and Betty Jo McClellan, husband and wife, to Idaho Power Company, a corporation, recorded August 30, 1967 as Document No. 192234, Minidoka County records. (Affects Parcel No. 3 and other real property)

(CONTINUED)

CONTINUATION

SCHEDULE B

Order No: 21726

Policy Number: K57-Z070408

14. A Power Line Easement, dated November 21, 1978, executed by Lyle Barton and Marie Barton, husband and wife, to Idaho Power Company, recorded March 29, 1979 as Document No. 291128, Minidoka County records, granting a right of way and easement for the erection and continued maintenance of electrical transmission lines and other equipment over the herein described real property, together with all rights of ingress and egress. (Affects Parcel No. 2 and other real property)
15. Industrial Confined Animal Feeding Operation Waiver Agreement, dated December 13, 2005, by and between McClellan Farms, Inc. and Drew G. Morgan and Tami M. Morgan, recorded December 15, 2005 as Document No. 481749, Minidoka County records. (Affects Parcel No. 3 and other real property)
16. A Power Line Easement, dated March 5, 2007, executed by Drew Morgan and Tami M. Morgan, to Idaho Power Company, a Corporation, recorded April 5, 2007 as Document No. 490122, Minidoka County records, granting a right of way and easement for the erection and continued maintenance of electrical transmission lines and other equipment over the herein described real property, together with all rights of ingress and egress. (Affects Parcel No. 3 and other real property)
17. The land described in this title policy shall not be deemed to include any trailer house or mobile home located on the premises.

END OF SCHEDULE B - ALTA STANDARD LOAN POLICY

2/22/08 hm

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IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 36-2673

WATER RIGHT NUMBER: 36-2673

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	LYLE BARTON 1143 LINK ST RUPERT, ID 83350 (208)436-8990

Priority Date: 08/03/1966

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	4/01 to 10/31	2.280 CFS	456.00 AF
	<u>Total Diversion:</u>	2.280 CFS	456.00 AF

Location of Point(s) of Diversion

GROUND WATER	SE1/4SW1/4SE1/4	Sec. 5,	Twp 09S,	Rge 22E, B.M.
MINIDOKA County				

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals		
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE			
09S	22E	5																	39.0	38.0	77.0
09S	22E	8	37.0																		37.0

Total Acres: 114

Conditions of Approval:

1. S01 USE OF THIS RIGHT IS COMBINED WITH WATER FROM A & B IRRIGATION DIST.
2. THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 15 AND MAY CONTINUE TO AS LATE AS NOVEMBER 15, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 1 AND AFTER OCTOBER 31 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.
3. 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.