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

**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 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)
PD 37-07521A					
PD 37-11006					
PD 37-11007					

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) L.G. Cook and/or Iris O. Cook
11 Austin Rd. Carey, cld 83320

4. New Owner/Claimant(s) Aaron B. Cook & Erica J. Cook
 Name Connector (Check one): ☒ and, ☐ or, ☐ and/or

New Mailing Address 11 Austin Rd., PO Box 116

City, State and ZIP Code Carey, cld 83320

New Telephone Number (208) 221 0077

SUPPORT DATA

IN FILE # 37-7521A

5. Date you acquired the property

Oct. 20, 2006

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)

Lawn & Cook
Eric J. Cook

(title if applicable)

(title if applicable)

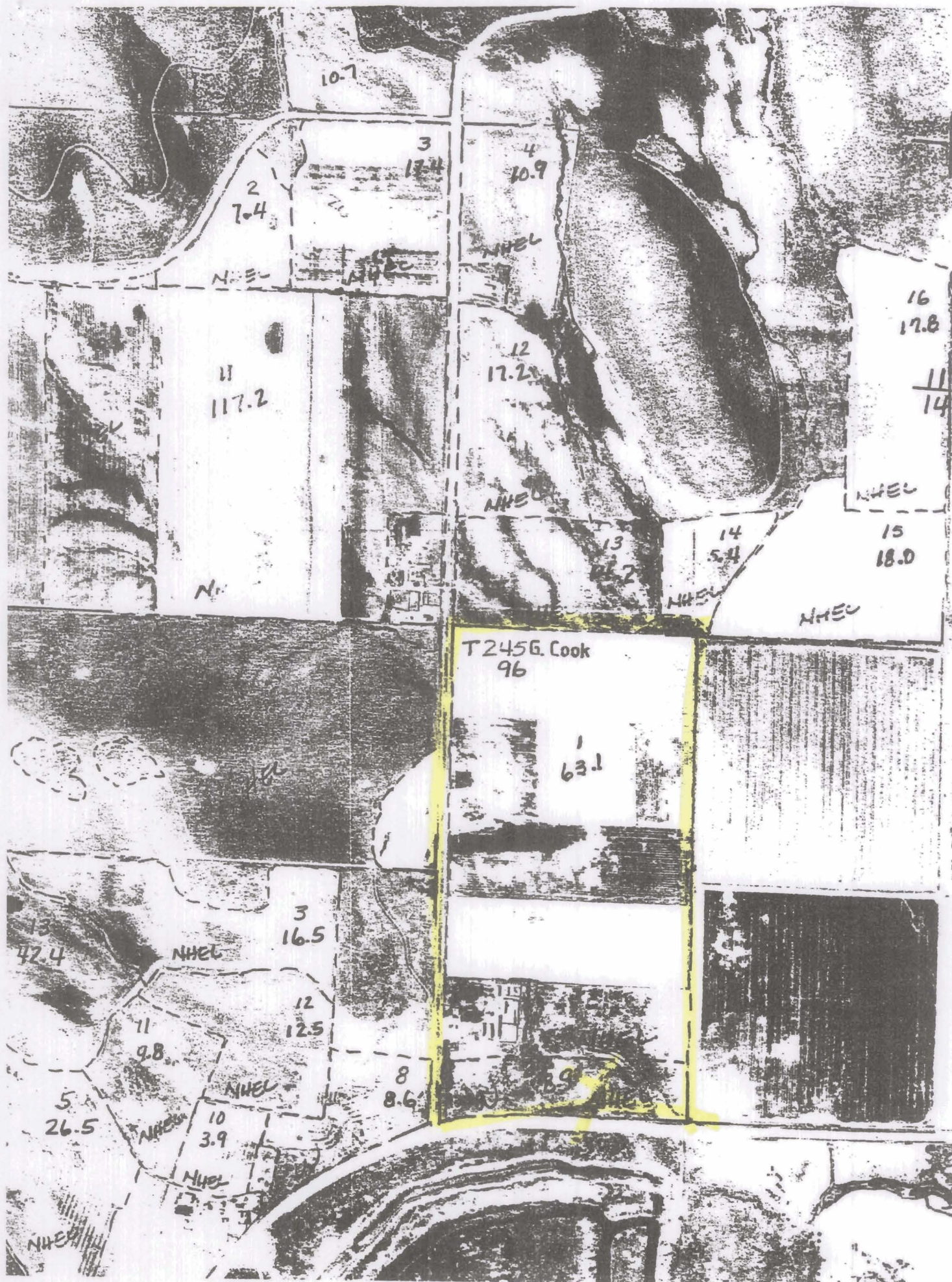
IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by [Signature]
 Received by [Signature]
 Processed by _____ AJ

Date 2-26-07
 Date 2-26-07
 Date _____

Receipt Amt. \$75.00
 Receipt No. C083334
 WR _____ Date _____





37-11007

37-07521A

37-11006



First American Title Company
120 Second Ave. North/P.O. Box 7999, Ketchum, Idaho 83340
(208)726-5688, (208)726-3567

Title Transmittal

Aaron G. Cook and Erica J. Cook
12823 N. 95 E.
Idaho Falls, ID 83401

November 21, 2006
File No.: 134275-K

PROPERTY: 12 Austin Road, Carey, ID 83320

ENCLOSED please find the following for your records:

- Owners Policy of Title Insurance
- Personal Representative's Deeds, Instrument Numbers, 540939 and 540940

The new home or other real estate you have purchased is protected with a Policy of Title Insurance issued by First American Title Company. We have assigned the above number to your records to assure prompt processing of future title orders involving the property.

We appreciate the opportunity of serving you and will be glad to assist you in any way, remembering that **PROTECTION OF YOUR PROPERTY IS YOUR FIRST CONSIDERATION - AND OURS.**

Sincerely,

Basil Service

enc.

Form No. 1402.92
(10/17/92)
ALTA Owner's Policy

Policy No.: 134275-K

Policy of Title Insurance



ISSUED BY

First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title; or
4. Lack of a right of access to and from the land;

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

First American Title Insurance Company

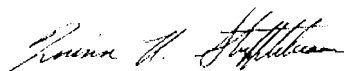
By:  President

Attest:  Secretary

ELECTRONIC ORIGINAL

Countersigned
First American Title Company

© 2000 The First American Corporation.
All Rights Reserved





SCHEDULE A

Date of Policy: **10/20/2006 at 1:41 P.M.**

Policy No.: **134275-K**

Policy Amount: **\$103,000.00**

Premium: **\$614.00**

1. Name of Insured:

Aaron G. Cook and Erica J. Cook

2. The estate or interest in the land which is covered by this policy is:

Fee Simple

3. Title to the estate or interest in the land is vested in:

Aaron G. Cook and Erica J. Cook, husband and wife

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

Parcel I

Parcel of land located in the E1/2 of Section 14 Township 1 South Range 21 East Boise Meridian Blaine County, Idaho and more particularly described as follows:

The SW1/4 of the NE1/4 of Section 14 Township 1 South, Range 21 East, Boise Meridian, Blaine County, Idaho.

Parcel II

Parcel of land located in the E1/2 of Section 14 Township 1 South Range 21 East Boise Meridian Blaine County, Idaho and more particularly described as follows:

Commencing at the center one quarter corner of Section 21 T1S, R21E BM, which is the Real Point of Beginning for this description, said point lies S0°08'36"E 2666.02 feet from the north one quarter corner of Section 21; thence N89°48'15"E along the north boundary line of the NW1/4SE1/4 Section 14 for a distance of 1324.97 feet to the CE1/16 corner; thence S0°08'47"E along the east line of the NW1/4SE1/4 a distance of 1249.53 feet to the northerly right of way line of US Highway 93, Idaho Transportation Department Project No. F.A.P. 231 B (1); thence N89°38'53"W along the northerly right of way line for a distance of 271.11 feet; thence S0°21'07"W along the northerly right of way line for a distance of 20.00 feet; thence N89°38'53"W along the northerly right of way line for a distance of 467.80 feet to Highway Centerline Station PT 109+32.2; thence along a curve with a radius of 2162.20 feet a long chord bearing of S82°44'18"W, a long chord distance of 572.95 feet and a deflection angle of 15°13'38" to an intersection of the right of way line and the south boundary of the NW1/4SE1/4, thence continuing along a curve with a radius of 2162.20 feet a long chord bearing of S74°45'59"W, a long chord distance of 18.08 feet and a deflection angle of 0°28'45" to the intersection of the right of way line and the west boundary of the SW1/4SE1/4; thence

along the west boundary of said SW1/4SE1/4, N0°08'34"W a distance of 4.67 feet to the CS1/16 corner and north boundary of said SW1/4SE1/4, Section 14, thence along the west boundary of said NW1/4SE1/4, N0°08'34"W a distance of 1332.96 feet to the Center one quarter corner of Section 14 and back to the Point of Beginning.

Easement Estate Interests in the following:

Parcel III

An irrigation pipeline easement across a portion of the S1/2SE1/4 of Section 11 and the N1/2NE1/4 of section 14 Township 1 South, Range 21 East Boise Meridian Blaine County, Idaho and more particularly described as follows:

Commencing at the south one quarter corner of Section 11, thence N26°21'11"E for a distance of 1485.50 feet and the Real Point of Beginning and the north boundary of the S1/2SE1/4 of Section 11, said point also bears N56°18'47"W 2391.90 feet from the SE corner of Section 11; thence along the centerline of the irrigation pipeline easement 20 feet in width and lying 10 feet on each side of the following described centerline S14°49'43"E a distance of 7.2 feet; thence continuing along the centerline S65°03'47"E for a distance of 210.70 feet; thence continuing along the centerline S76°38'16"E for a distance of 58.30 feet; thence continuing along the centerline S64°07'44"E for a distance of 168.30 feet; thence continuing along the centerline S54°42'31"E for a distance of 128.00 feet; thence continuing along the centerline S49°53'07"E for a distance of 80.00 feet; thence continuing along the centerline S39°18'03"E for a distance of 128.50 feet; thence continuing along the centerline S36°21'34"E for a distance of 206.50 feet; thence continuing along the centerline S33°29'41"E for a distance of 89.40 feet; thence continuing along the centerline S15°16'32"E for a distance of 160.40 feet; thence continuing along the centerline S25°57'41"E for a distance of 247.10 feet; thence continuing along the centerline S20°19'19"E for a distance of 214.20 feet; thence continuing along the centerline S14°35'03"E for a distance of 105.20 feet; thence continuing along the centerline S05°49'50"E for a distance of 160.90 feet; thence continuing along the centerline S02°53'07"E for a distance of 204.20 feet; thence continuing along the centerline S20°52'17"W for a distance of 193.90 feet; thence continuing along the centerline S45°39'12"W for a distance of 103.00 feet; thence continuing along the centerline S70°24'22"W for a distance of 149.50 feet; thence continuing along the centerline S79°57'45"W for a distance of 176.30 feet; thence continuing along the centerline S01°21'04"E for a distance of 605.40 feet; thence continuing along the centerline S07°26'16"E for a distance of 29.50 feet and the intersection with the north boundary of the SW1/4NE1/4 of Section 14 and the end of this easement, said intersection lies N44°27'42"E a distance of 1872.40 feet from the center one quarter corner of said Section 14.

Parcel IV

An access easement from Austin Road to the point of division Idaho Department of Water Resources No. A0011701 located in the SE1/4 of Section 11 Township 1 South, Range 21 East, Boise Meridian Blaine County, Idaho and more particularly described as follows:

Commencing at the south one quarter corner of section 11, thence N21°09'40"E for a distance of 2264.10 feet to the Real Point of Beginning and the north boundary of Austin Road said point also bears N41°00'40"W 2792.30 feet from the SE corner of Section 11; thence N24°48'26"W along the centerline of the access easement 20 feet in width and lying

10 feet on each side of the following described centerline, for a distance of 82 feet; thence continuing along the centerline N41°45'44"W for a distance of 38.00 feet; thence along the centerline N50°49'33"W for a distance of 47.00 feet; thence along the centerline N57°28'19"W for a distance of 152.00 feet; thence along the centerline N64°14'02"W for a distance of 63.00 feet; thence along the centerline N82°33'32"W for a distance of 41.00 feet; thence along the centerline S81°26'49"W for a distance of 60.00 feet; thence along the centerline N87°57'08"W for a distance of 53.00 feet to the end of this easement.

Parcel V

An irrigation pipeline easement across a portion of the SE1/4 of Section 11 Township 1 South, Range 21 East, Boise Meridian, Blaine County, Idaho and more particularly described as follows:

Commencing at the south one quarter corner of Section 11 thence N26°21'11"E for a distance of 1485.50 feet to the Real Point of Beginning and the North boundary of the S1/2SE1/4 of Section 11, said point also bears N56°18'47"W 2391.90 feet from the SE corner of Section 11; thence along the centerline of the irrigation pipeline easement 20 feet in width and lying 10 feet on each side of the following described centerline N14°49'43"W a distance of 650.00 feet to the southerly right of way line of Austin Road; thence continuing along the centerline N14°49'43"W for a distance of 58.30 feet to the northerly right of way line; thence continuing along the centerline N14°49'43"W for a distance of 360.50 feet to the point of diversion for this pipeline, Idaho Department of Water Resources Division No. A0011701.

SCHEDULE B
EXCEPTIONS FROM COVERAGE

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

PART ONE

1. Taxes or assessments 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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by 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. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. 2006 taxes are an accruing lien, not yet due or payable.
8. Levies and Assessments of the Little Wood River Canal Company, Little Wood River Irrigation District and Carey Valley Reservoir Company. (Parcels I, II, III, IV and V)
9. Reservations contained in that certain Warranty Deed, recorded January 18, 2005, as Instrument No. 10578, records of Blaine County, Idaho. (Parcels I, II, III, IV and V)
10. Terms and conditions set forth in that certain Right-of-Way Deed in favor of Carey Valley Reservoir Company, recorded August 1, 1920, as Instrument No. 51497, records of Blaine County, Idaho. (Parcel V)
11. Terms and conditions contained in that certain Right-of-Way Deed in favor of the State of Idaho, recorded May 4, 1939, as Instrument No. 78853, records of Blaine County, Idaho. (Parcel II)
12. Terms and conditions contained in that certain recorded Right-of-Way in favor of Mountain States Telephone and Telegraph Company, recorded February 1, 1941, as Instrument No. 82191, records of Blaine County, Idaho. (Parcels I and II)
13. Terms and Conditions contained in the matter of the Creation of Fish Creek Irrigation District Order, recorded September 28, 1905, as Instrument No. 526656, records of Blaine County, Idaho. (Parcels I, II, III, IV and V)

14. Terms and conditions set forth in that certain Grant of Easement and Joint Use Agreement, by and between Lee W. Cook and Sandra L. Cook and Aaron G. Cook and Erica J. Cook, recorded November 8, 2005, as Instrument No. 528634, records of Blaine County, Idaho. (Parcel III)
15. Terms and conditions set forth in that certain Grant of Easement, recorded July 12, 2006, as Instrument No. 537332, records of Blaine County, Idaho. (Parcels I, II, III, IV and V)
16. Rights of others in and to Austin County Road. (Parcels I, II, III, IV and V)
17. Unrecorded leaseholds; rights of parties in possession, rights of secured parties, vendors and vendees under conditional sales contracts of personal property installed on the premises herein, and rights of tenants to remove trade fixtures. (Parcels I and II)
18. Order On Petition to Form Carey Valley Ground Water District recorded September 27, 2006 as Instrument No. 540098.
19. Mortgage dated October 19, 2006, to secure an original indebtedness of \$52,500.00.
Recorded: October 20, 2006, as Instrument No. 540941
Mortgagor: Aaron G. Cook and Erica J. Cook, husband and wife
Mortgagee: Northwest Farm Credit Services, FLCA
20. Mortgage dated October 20, 2006, to secure an original indebtedness of \$41,200.00.
Recorded: October 20, 2006, as Instrument No. 540942
Mortgagor: Aaron G. Cook and Erica J. Cook, husband and wife
Mortgagee: US Dept. of Agriculture
21. Financing Statement covering All irrigation equipment
Recorded: 10-20-2006, as Instrument No. 540943
Debtor: Aaron G. Cook and Erica J. Cook
Secured Party: Northwest Farm Credit Services, FLCA.



First American Title Company

120 Second Ave. North/P.O. Box 7999, Ketchum, ID 83340
Phone (208)726-5688 - Fax (208)726-3567

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

EXCLUSIONS FROM COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COSTS, ATTORNEYS' FEES OR EXPENSES WHICH ARISE BY REASON OF:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land, or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that it is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge": or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described, or referred to in Schedule (A), and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A), nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action

or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgement of the Company, it is necessary in the administration of the claim. Failure of the

insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle with Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the amount of insurance stated in Schedule A; or
(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the Amount of Insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or (ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable

under this policy and shall only apply to that portion of any loss which exceeds in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT

If the land described in Schedule (A) consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the Amount of Insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NON-CUMULATIVE.

It is expressly understood that the Amount of Insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name

of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-Insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice-President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at 1 First American Way, Santa Ana, California 92707, or to the office which issued this policy.

134275

Instrument # 540939

HAILEY, BLAINE, IDAHO

2006-10-20 01:38:00 No. of Pages: 4

Recorded for : FIRST AMERICAN TITLE

MARSHA RIEMANN Fee: 12.00

Ex-Officio Recorder Deputy

Index to: PERS REP/PERS REP AMENDED DEED

DKS

PERSONAL REPRESENTATIVE'S DEED

For good and valuable consideration, receipt of which is hereby acknowledged,
LEE W. COOK, PERSONAL REPRESENTATIVE OF THE ESTATE OF L. GARTH COOK,
deceased, as Grantor, does hereby GRANT, SELL and CONVEY to AARON G. COOK and
ERICA J. COOK, husband and wife, residing at 12823 North 95 East, Idaho Falls, Idaho 83401,
all right, title, interest and estate of the decedent at the time of his death, and all right, title and
interest that the estate may have subsequently acquired by operation of law or otherwise, in and
to the real property situated in the County of Blaine, State of Idaho, described as follows:

See legal description attached hereto as Exhibit "A."

DATED this 18 day of October, 2006.

Lee W. Cook
LEE W. COOK
Personal Representative of the
Estate of Iris O. Cook, deceased

STATE OF IDAHO)
County of Blaine) ss.

On this 18 day of October, 2006, before me, the undersigned, a Notary Public
in and for said County and State, personally appeared LEE. W. COOK, known to me to be the
person who executed the foregoing instrument and acknowledged to me that he executed the
same as Personal Representative of the Estate of L. Garth Cook, deceased.

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



Sandy Nelson
NOTARY PUBLIC
Residing at Blaine, ID
My Commission Expires 4-12-11

Date: **October 12, 2006**

File No.: **134275-K (sn)**

EXHIBIT 'A'

LEGAL DESCRIPTION:

Parcel I

Parcel of land located in the E1/2 of Section 14 Township 1 South Range 21 East Boise Meridian Blaine County, Idaho and more particularly described as follows:

The SW1/4 of the NE1/4 of Section 14 Township 1 South, Range 21 East, Boise Meridian, Blaine County, Idaho.

Parcel II

Parcel of land located in the E1/2 of Section 14 Township 1 South Range 21 East Boise Meridian Blaine County, Idaho and more particularly described as follows:

Commencing at the center one quarter corner of Section 21 T1S, R21E BM, which is the Real Point of Beginning for this description, said point lies S0°08'36"E 2666.02 feet from the north one quarter corner of Section 21; thence

N89°48'15"E along the north boundary line of the NW1/4SE1/4 Section 14 for a distance of 1324.97 feet to the CE1/16 corner; thence

S0°08'47"E along the east line of the NW1/4SE1/4 a distance of 1249.53 feet to the northerly right of way line of US Highway 93, Idaho Transportation Department Project No. F.A.P. 231 B (1); thence

N89°38'53"W along the northerly right of way line for a distance of 271.11 feet; thence

S0°21'07"W along the northerly right of way line for a distance of 20.00 feet; thence

N89°38'53"W along the northerly right of way line for a distance of 467.80 feet to Highway Centerline Station PT 109+32.2; thence

along a curve with a radius of 2162.20 feet a long chord bearing of S82°44'18"W, a long chord distance of 572.95 feet and a deflection angle of 15°13'38" to an intersection of the right of way line and the south boundary of the NW1/4SE1/4, thence

continuing along a curve with a radius of 2162.20 feet a long chord bearing of S74°45'59"W, a long chord distance of 18.08 feet and a deflection angle of 0°28'45" to the intersection of the right of way line and the west boundary of the SW1/4SE1/4; thence

along the west boundary of said SW1/4SE1/4, N0°08'34"W a distance of 4.67 feet to the CS1/16 corner and north boundary of said SW1/4SE1/4, Section 14, thence

along the west boundary of said NW1/4SE1/4, N0°08'34"W a distance of 1332.96 feet to the Center one quarter corner of Section 14 and back to the Point of Beginning.

4410 see corrected survey

Easement Estate Interests in the following:

Parcel III

An irrigation pipeline easement across a portion of the S1/2SE1/4 of Section 11 and the N1/2NE1/4 of section 14 Township 1 South, Range 21 East Boise Meridian Blaine County, Idaho and more particularly described as follows:

Commencing at the south one quarter corner of Section 11, thence N26°21'11"E for a distance of 1485.50 feet and the Real Point of Beginning and the north boundary of the S1/2SE1/4 of Section 11, said point also bears N56°18'47"W 2391.90 feet from the SE corner of Section 11; thence along the centerline of the irrigation pipeline easement 20 feet in width and lying 10 feet on each side of the following described centerline S14°49'43"E a distance of 7.2 feet; thence continuing along the centerline S65°03'47"E for a distance of 210.70 feet; thence continuing along the centerline S76°38'16"E for a distance of 58.30 feet; thence continuing along the centerline S64°07'44"E for a distance of 168.30 feet; thence continuing along the centerline S54°42'31"E for a distance of 128.00 feet; thence continuing along the centerline S49°53'07"E for a distance of 80.00 feet; thence continuing along the centerline S39°18'03"E for a distance of 128.50 feet; thence continuing along the centerline S36°21'34"E for a distance of 206.50 feet; thence continuing along the centerline S33°29'41"E for a distance of 89.40 feet; thence continuing along the centerline S15°16'32"E for a distance of 160.40 feet; thence continuing along the centerline S25°57'41"E for a distance of 247.10 feet; thence continuing along the centerline S20°19'19"E for a distance of 214.20 feet; thence continuing along the centerline S14°35'03"E for a distance of 105.20 feet; thence continuing along the centerline S05°49'50"E for a distance of 160.90 feet; thence continuing along the centerline S02°53'07"E for a distance of 204.20 feet; thence continuing along the centerline S20°52'17"W for a distance of 193.90 feet; thence continuing along the centerline S45°39'12"W for a distance of 103.00 feet; thence continuing along the centerline S70°24'22"W for a distance of 149.50 feet; thence continuing along the centerline S79°57'45"W for a distance of 176.30 feet; thence continuing along the centerline S01°21'04"E for a distance of 605.40 feet; thence continuing along the centerline S07°26'16"E for a distance of 29.50 feet and the intersection with the north boundary of the SW1/4NE1/4 of Section 14 and the end of this easement, said intersection lies N44°27'42"E a distance of 1872.40 feet from the center one quarter corner of said Section 14.

Parcel IV

An access easement from Austin Road to the point of division Idaho Department of Water Resources No. A0011701 located in the SE1/4 of Section 11 Township 1 South, Range 21 East, Boise Meridian Blaine County, Idaho and more particularly described as follows:

Commencing at the south one quarter corner of section 11, thence N21°09'40"E for a distance of 2264.10 feet to the Real Point of Beginning and the north boundary of Austin Road said point also bears N41°00'40"W 2792.30 feet from the SE corner of Section 11; thence N24°48'26"W along the centerline of the access easement 20 feet in width and lying 10 feet on each side of the following described centerline, for a distance of 82 feet; thence continuing along the centerline N41°45'44"W for a distance of 38.00 feet; thence along the centerline N50°49'33"W for a distance of 47.00 feet; thence along the centerline N57°28'19"W for a distance of 152.00 feet; thence along the centerline N64°14'02"W for a distance of 63.00 feet; thence along the centerline N82°33'32"W for a distance of 41.00 feet; thence along the centerline S81°26'49"W for a distance of 60.00 feet; thence along the centerline N87°57'08"W for a distance of 53.00 feet to the end of this easement.

Parcel V

An irrigation pipeline easement across a portion of the SE1/4 of Section 11 Township 1 South, Range 21 East, Boise Meridian, Blaine County, Idaho and more particularly described as follows:

Commencing at the south one quarter corner of Section 11 thence N26°21'11"E for a distance of 1485.50 feet to the Real Point of Beginning and the North boundary of the S1/2SE1/4 of Section 11, said point also bears N56°18'47"W 2391.90 feet from the SE corner of Section 11; thence along the centerline of the irrigation pipeline easement 20 feet in width and lying 10 feet on each side of the following described centerline N14°49'43"W a distance of 650.00 feet to the southerly right of way line of Austin Road; thence continuing along the centerline N14°49'43"W for a distance of 58.30 feet to the northerly right of way line; thence continuing along the centerline N14°49'43"W for a distance of 360.50 feet to the point of diversion for this pipeline, Idaho Department of Water Resources Division No. A0011701.

137215

Instrument # 540940

HAILEY, BLAINE, IDAHO

2006-10-20 01:39:00 No. of Pages: 4

Recorded for : FIRST AMERICAN TITLE

MARSHA RIEMANN

Fee: 12.00

Ex-Officio Recorder Deputy

Index to: PERS REP/PERS REP AMENDED DEED

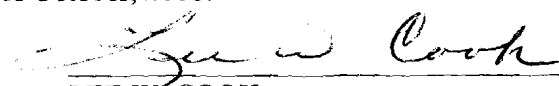
MS

PERSONAL REPRESENTATIVE'S DEED

For good and valuable consideration, receipt of which is hereby acknowledged, LEE W. COOK, PERSONAL REPRESENTATIVE OF THE ESTATE OF IRIS O. COOK, deceased, as Grantor, does hereby GRANT, SELL and CONVEY to AARON G. COOK and ERICA J. COOK, husband and wife, residing at 12823 North 95 East, Idaho Falls, Idaho 83401, all right, title, interest and estate of the decedent at the time of her death, and all right, title and interest that the estate may have subsequently acquired by operation of law or otherwise, in and to the real property situated in the County of Blaine, State of Idaho, described as follows:

See legal description attached hereto as Exhibit "A."

DATED this 18th day of October, 2006.



LEE W. COOK

Personal Representative of the
Estate of Iris O. Cook, deceased

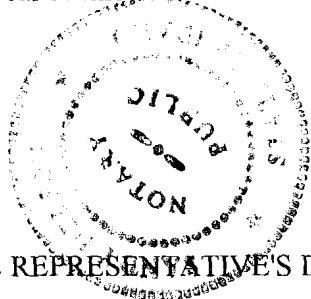
STATE OF IDAHO)

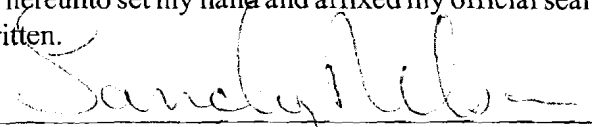
County of Blaine)

) ss.

On this 18th day of October, 2006, before me, the undersigned, a Notary Public in and for said County and State, personally appeared LEE. W. COOK, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same as Personal Representative of the Estate of Iris O. Cook, deceased.

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




NOTARY PUBLIC

Residing at Blaine, ID

My Commission Expires 4-12-11

Date: **October 12, 2006**

File No.: **134275-K (sn)**

EXHIBIT 'A'

LEGAL DESCRIPTION:

Parcel I

Parcel of land located in the E1/2 of Section 14 Township 1 South Range 21 East Boise Meridian Blaine County, Idaho and more particularly described as follows:

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Parcel II

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**Commencing at the center one quarter corner of Section 21 T1S, R21E BM, which is the Real Point of Beginning for this description, said point lies S0°08'36"E 2666.02 feet from the north one quarter corner of Section 21; thence
N89°48'15"E along the north boundary line of the NW1/4SE1/4 Section 14 for a distance of 1324.97 feet to the CE1/16 corner; thence
S0°08'47"E along the east line of the NW1/4SE1/4 a distance of 1249.53 feet to the northerly right of way line of US Highway 93, Idaho Transportation Department Project No. F.A.P. 231 B (1); thence
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S0°21'07"W along the northerly right of way line for a distance of 20.00 feet; thence
N89°38'53"W along the northerly right of way line for a distance of 467.80 feet to Highway Centerline Station PT 109+32.2; thence
along a curve with a radius of 2162.20 feet a long chord bearing of S82°44'18"W, a long chord distance of 572.95 feet and a deflection angle of 15°13'38" to an intersection of the right of way line and the south boundary of the NW1/4SE1/4, thence
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along the west boundary of said SW1/4SE1/4, N0°08'34"W a distance of 4.67 feet to the CS1/16 corner and north boundary of said SW1/4SE1/4, Section 14, thence
along the west boundary of said NW1/4SE1/4, N0°08'34"W a distance of 1332.96 feet to the Center one quarter corner of Section 14 and back to the Point of Beginning.**

Easement Estate Interests in the following:

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Parcel IV

An access easement from Austin Road to the point of division Idaho Department of Water Resources No. A0011701 located in the SE1/4 of Section 11 Township 1 South, Range 21 East, Boise Meridian Blaine County, Idaho and more particularly described as follows:

Commencing at the south one quarter corner of section 11, thence N21°09'40"E for a distance of 2264.10 feet to the Real Point of Beginning and the north boundary of Austin Road said point also bears N41°00'40"W 2792.30 feet from the SE corner of Section 11; thence N24°48'26"W along the centerline of the access easement 20 feet in width and lying 10 feet on each side of the following described centerline, for a distance of 82 feet; thence continuing along the centerline N41°45'44"W for a distance of 38.00 feet; thence along the centerline N50°49'33"W for a distance of 47.00 feet; thence along the centerline N57°28'19"W for a distance of 152.00 feet; thence along the centerline N64°14'02"W for a distance of 63.00 feet; thence along the centerline N82°33'32"W for a distance of 41.00 feet; thence along the centerline S81°26'49"W for a distance of 60.00 feet; thence along the centerline N87°57'08"W for a distance of 53.00 feet to the end of this easement.

Parcel V

An irrigation pipeline easement across a portion of the SE1/4 of Section 11 Township 1 South, Range 21 East, Boise Meridian, Blaine County, Idaho and more particularly described as follows:

Commencing at the south one quarter corner of Section 11 thence N26°21'11"E for a distance of 1485.50 feet to the Real Point of Beginning and the North boundary of the S1/2SE1/4 of Section 11, said point also bears N56°18'47"W 2391.90 feet from the SE corner of Section 11; thence along the centerline of the irrigation pipeline easement 20 feet in width and lying 10 feet on each side of the following described centerline N14°49'43"W a distance of 650.00 feet to the southerly right of way line of Austin Road; thence continuing along the centerline N14°49'43"W for a distance of 58.30 feet to the northerly right of way line; thence continuing along the centerline N14°49'43"W for a distance of 360.50 feet to the point of diversion for this pipeline, Idaho Department of Water Resources Division No. A0011701.