

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

RECEIVED

MAY 08 2006

WATER RESOURCES
WESTERN REGION

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
<u>35-4271A</u> ✓	_____	_____	_____	_____	_____
<u>35-8635A</u> ✓	_____	_____	_____	_____	_____
<u>35-8782</u>	_____	_____	_____	_____	_____
<u>35-9068</u> - Permit	_____	_____	_____	_____	_____
<u>35-8679</u> ✓	_____	_____	_____	_____	_____

- 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**.
See attached Corporation Gift Warranty Deed.

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) North Fork Energy, Inc.
4414 S. Gekeler Lane, Boise, ID 83716
- 4 New Owner/Claimant(s) Idaho Fish And Wildlife Foundation, Inc.
 Name Connector (Check one): ☐ and ☐ or ☐ and/or
- New Mailing Address P.O. Box 2254
- City, State and ZIP Code Boise, ID 83701
- New Telephone Number (208) 287-2805
- 5 Date you acquired the property December 30, 2005

SUPPORT DATA

IN FILE # 35-04271A

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) Idaho Fish And Wildlife Foundation, Inc.
(include title if applicable)

By:

Sept. Barton, Treasurer

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 lg Date 5-10-06 Fee 125-
 Received by lg Date 5-10-06 Receipt No W034151
 Processed by _____ AJ Date _____ WR _____ Date _____

SINGH M. GILL
BLACKFOOT, IDAHO
FEE 900 DEP MP

2005 DEC 30 PM 12:30

562189

COPY

RECORDED AT THE REQUEST OF

Alliance Title & Escrow Corp

32507900-5

CORPORATION GIFT WARRANTY DEED

AS A CHARITABLE GIFT CONTRIBUTION WITHOUT MONETARY CONSIDERATION, NORTH FORK ENERGY, INC., an Idaho corporation, as "Grantor", does hereby GRANT, BARGAIN AND CONVEY unto IDAHO FISH AND WILDLIFE FOUNDATION, INC., an Idaho non-profit corporation, whose current address is P.O. Box 2254, Boise, ID 83701, as "Grantee", all of that real property situated in the County of Bingham, State of Idaho more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein (the "Premises").

TOGETHER WITH all mineral rights, if any there be, water rights, without warranty as to quantity and quality thereof, and all other tenements, hereditaments, and appurtenances thereto belonging, or in anywise appertaining, and the reversions, remainders, rents, issues, and profits thereof.

TO HAVE AND TO HOLD the said Premises with their appurtenances unto the said Grantee, and Grantee's successors and assigns forever. The Grantor does hereby covenant to and with the Grantee that Grantor is the owner in fee simple of said Premises; that said Premises are free from all encumbrances except the lien of current year's taxes and assessments, and easements, restrictions and reservations of record; and that Grantor will warrant and defend the same from any lawful claims whatsoever.

DATED: December 28, 2005.

GRANTOR:

NORTH FORK ENERGY, INC.

Linda L. Yanke
Linda L. Yanke, President

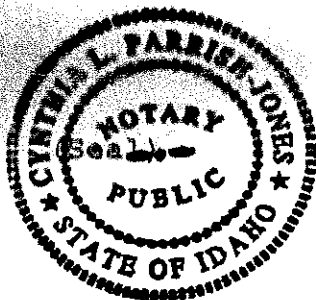
ATTEST:

Richard D. Heaton
Richard D. Heaton, Secretary

STATE OF IDAHO)
) ss
County of ADA)

On this 29th day of December, 2005, before me, the undersigned Notary Public for the state of Idaho, personally appeared **LINDA L. YANKE** and **RICHARD D. HEATON**, President and Secretary respectively, of **NORTH FORK ENERGY, INC.**, the corporation which executed the foregoing document, known or identified to me to be the persons whose names are subscribed to the forgoing document, and acknowledged to me that they executed the same for and on behalf of the corporation and in its name.

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



Cynthia L. Parrish Jones
Notary Public for the state of Idaho
Boise
Residing at: ~~Meridian~~, Idaho
My commission expires: 7/25/2009

CORPORATION GIFT WARRANTY DEED

- PAGE 2

Exhibit "A"**Parcel I:**

Part of the Northeast $\frac{1}{4}$ of Section 24, Township 4 South, Range 32, East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a Point on the West line of a county road that is South $0^{\circ}13'14''$ West 1001.26 feet along the section line and North $89^{\circ}40'08''$ West 57.90 feet from the Northeast corner of said section 24 and running thence South $1^{\circ}11'42''$ West 1128.14 feet along said West line to the North line of a county road; thence South $80^{\circ}53'08''$ West 813.33 feet along said North line; thence South $81^{\circ}36'36''$ West 753.22 feet along said North line; thence North $2^{\circ}55'53''$ West 1377.93 feet; thence South $89^{\circ}40'08''$ East 1642.24 feet to the Point of Beginning.

Parcel II:

Part of the East $\frac{1}{2}$ of the Section 24, Township 4 South, Range 32, East, Boise Meridian, Bingham County, Idaho, described as follows:

Beginning at a Point in an existing north-south fence line that is North $00^{\circ}13'14''$ East 1615.08 feet along the section line and North $89^{\circ}34'12''$ West 33.14 feet from the Southeast corner of said Section 24 and running thence North $01^{\circ}42'30''$ West 1509.49 feet along said existing fence line to the South line of an existing County Road; thence South $81^{\circ}36'31''$ West 714.85 feet along said South line; thence South $02^{\circ}48'39''$ West 834.28 feet; thence South $30^{\circ}55'57''$ West 426.02 feet; thence South $44^{\circ}54'25''$ West 277.78 feet; thence South $89^{\circ}34'12''$ East 1208.22 feet to the Point of Beginning.

EXCEPTING THEREFROM:

Part of the east $\frac{1}{2}$ of Section 24, Township 4 South, Range 32, East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a Point in an existing East west fence line that is North $0^{\circ}13'14''$ East 1615.08 feet along the section line and North $89^{\circ}34'12''$ West 177.66 feet from the Southeast corner of said Section 24 and running thence North $89^{\circ}34'12''$ West 1063.71 feet; thence North $44^{\circ}54'05''$ East 124.50 feet to an existing fence line; thence South $84^{\circ}22'19''$ East 980.51 feet along said fence line to the Point of Beginning.

562189

3020001654-J

BINGHAM COUNTY RECORDER
BLACKFOOT IDAHO

When recorded return to--

FEE 9.00 DEPT CL

501702

2001 JUN 29 PM 4:26

Property no. 558-2407

RECORDED AT THE REQUEST OF
Alliance Title & Escrow Corp.

SPECIAL WARRANTY DEED

For value received CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, the Grantor, does hereby grant, bargain, sell, and convey unto CAPITAL LENDING, INC., a Nevada corporation, the Grantee, whose address is

1475 Terminal Way, the following premises, to wit:
STE E, Reno, NV 89502

«Detailed Legal» PART OF SECTIONS 24 AND 25, TOWNSHIP 4 SOUTH, RANGE 32 EAST, AND SECTIONS 19 AND 30, TOWNSHIP 4 SOUTH, RANGE 33 EAST, BOISE MERIDIAN, BINGHAM COUNTY, IDAHO, DESCRIBED AS:

BEGINNING AT A POINT IN THE SOUTHERLY RIGHT OF WAY FENCE OF A COUNTY ROAD, SAID POINT BEING NORTH 00°32'53" EAST 2618.34 FEET ALONG THE SECTION LINE AND NORTH 89°59'48" EAST 1927.55 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 24, AND RUNNING THENCE ALONG SAID RIGHT OF WAY FENCE THE FOLLOWING FIVE (5) COURSES:

(1) NORTH 89°59'48" EAST 148.00 FEET; THENCE
(2) NORTH 89°24'11" EAST 198.67 FEET; THENCE
(3) NORTH 79°15'11" EAST 402.03 FEET; THENCE
(4) NORTH 78°49'32" EAST 1368.54 FEET; THENCE
(5) NORTH 81°36'40" EAST 477.42 FEET; THENCE
SOUTH 02°48'34" WEST 834.23 FEET; THENCE SOUTH 30°55'57" WEST 426.05 FEET; THENCE SOUTH 44°54'21" WEST 153.28 FEET TO AN EXISTING FENCE LINE; THENCE SOUTH 84°22'19" EAST 980.61 FEET ALONG SAID FENCE; THENCE SOUTH 89°34'22" EAST 144.22 FEET TO AN EXISTING NORTH-SOUTH FENCE LINE; THENCE SOUTH 01°42'30" EAST 1579.45 FEET ALONG SAID FENCE; THENCE SOUTH 01°26'14" EAST 2304.88 FEET ALONG SAID FENCE LINE; THENCE SOUTH 01°30'06" EAST 110.13 FEET ALONG SAID FENCE TO THE NORTHERLY RIGHT OF WAY FENCE OF A COUNTY ROAD; THENCE ALONG SAID RIGHT OF WAY FENCE LINE THE FOLLOWING SEVEN (7) COURSES:

(1) NORTH 75°50'39" WEST 443.76 FEET; THENCE
(2) NORTH 74°29'47" WEST 1219.71 FEET; THENCE
(3) NORTH 84°26'23" WEST 323.64 FEET; THENCE
(4) NORTH 69°30'02" WEST 233.65 FEET; THENCE
(5) NORTH 64°24'30" WEST 620.55 FEET; THENCE
(6) NORTH 89°36'24" WEST 702.19 FEET; THENCE
(7) SOUTH 81°43'25" WEST 42.49 FEET; THENCE
NORTH 00°27'58" EAST 4171.35 FEET TO THE POINT OF BEGINNING.

ALSO PART OF THE SW¼ OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 32 EAST, BOISE MERIDIAN, BINGHAM COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS NORTH 00°32'53" EAST 210.00 FEET
ALONG THE SECTION LINE FROM THE SOUTHWEST CORNER OF SAID
SECTION 24 AND RUNNING THENCE NORTH 00°32'53" EAST 2408.34 FEET
ALONG SAID SECTION LINE TO AN EXISTING EAST-WEST FENCE LINE;
THENCE NORTH 89°59'48" EAST 1927.55 FEET ALONG SAID EAST-WEST
FENCE LINE; THENCE SOUTH 00°27'58" WEST 2404.65 FEET; THENCE
SOUTH 89°53'17" WEST 1931.02 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances there unto
belonging or in any wise appertaining, except that Grantor conveys only those water rights expressly
described in a quitclaim deed delivered at the same time as this deed.

SUBJECT TO all of the following--zoning and building ordinances, easements, rights, rights-of-way,
reservations, reservations in patents, conditions, restrictions, covenants and taxes and assessments—
whether of record or enforceable at law or in equity.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its
successors and assigns forever.

The Grantor reserves and excepts unto itself all minerals, coal, carbons, hydrocarbons, oil, gas, chemical
elements and compounds whether in solid, liquid or gaseous form, and all steam and other forms of
thermal energy on, in or under the above-described land (the "Mineral Estate"), provided that Grantor
does not reserve the right to enter upon or use the surface or any part of the subject lands above a depth of
500 feet below the surface in connection with the mineral estate reserved by this instrument.

And the said Grantor does hereby covenant unto the said Grantee to defend the title to the within
described property but only against all claiming by through or under it, and against acts of itself.

DATED: this 28th day of June, 2001.



CORPORATION OF THE PRESIDING BISHOP OF
THE CHURCH OF JESUS CHRIST OF LATTER-DAY
SAINTS, a Utah corporation sole

By: [Signature]
Its: Authorized Agent

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On this 28 day of June, 2001, personally appeared before me Edwin
J. Pond, personally known to me to be the Authorized Agent of the Corporation of the
Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah Corporation Sole, who

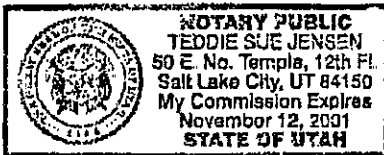
acknowledged to me that he signed the foregoing instrument as Authorized Agent for said Corporation,
that the seal impressed on the within instrument is the seal of said Corporation, and the said
Edwin J. Pond acknowledged to me that the said Corporation executed the same.

Teddie Sue Jensen
Notary Public

My commission expires: 11/12/01

Residing at: Salt Lake County

IDAHO SPECIAL WARRANTY DEED TO CAPITAL LENDING_V1.DOC



501702

503375

WARRANTY DEED

BINGHAM COUNTY RECORDER
BLA C A FOOT ID AROFEE 3.00 DEP. 0

2001 AUG 20 PM 2:21

RECORDED AT THE REQUEST OF

Alliance Title & Escrow Corp.

Order No.: 3020001893-J

FOR VALUE RECEIVED

John L. Miller and Linda S. Miller, husband and wife

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

Capital Lending, Inc.

whose current address is

3905 STATE ST STE. 7148 SANTA BARBARA, CA 93105

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

Part of the Northwest Quarter of Section 25 and part of the Southwest Quarter of Section 24, Township 4 South, Range 32 East, Boise Meridian, Bingham County, Idaho, described as follows:

Beginning at the Southwest corner of said Section 24, and running thence North 00°32'53" East 210.00 feet along the Section line; thence North 89°53'17" East 1931.02 feet; thence South 00°27'58" West 210.00 feet to the North line of said Section 25; thence continuing South 00°27'58" West 941.42 feet; thence North 89°28'36" West 1932.54 feet to the West line of said Section 25; thence North 00°32'53" East 920.01 feet along said West line to the Point of Beginning.

AND

Part of the NW¼ of Section 25, Township 4 South, Range 32 East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point that is South 0°32'53" West 5302.36 feet along the Section line to the Northwest corner of Section 25 and South 0°32'53" West 920.01 feet to the Point of Beginning from the Northwest corner of Section 24 and running thence South 89°28'36" East 1932.54 feet; thence South 0°27'58" West 615.27 feet to the Northerly right-of-way fence of a County Road; thence following said fence the following five (5) courses (1) South 81°43'25" West 744.82 feet; thence (2) South 31°17'57" West 502.46 feet; thence (3) South 53°39'50" West 263.65 feet; thence (4) South 59°36'35" West 521.39 feet; thence (5) South 69°59'04" West 56.48 feet to the monumented Bureau of Reclamation right-of-way line; thence North 41°00'50" East 162.37 feet along said right-of-way line; thence South 67°19'32" West 349.70 feet along said right-of-way; thence South 76°17'38" West 13.97 feet along said right-of-way; thence North 0°32'53" East 1624.44 feet to the Point of Beginning.

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

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

Dated 8/15/2001

John L. Miller

Linda S. Miller

State of California

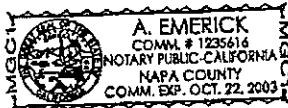
County of Napa

503375

On this 8-16-01 before me, a Notary Public in and for said state, personally appeared John L. Miller and Linda S. Miller

known or identified to me to be the person(s) whose name(s) subscribed to this within instrument, and acknowledged to me that he/she/they executed the same.

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



Notary Public for the State of California

Residing at: 1700 2nd St., Napa CACommission Expires: 10-22-03

RECORDER'S CERTIFICATE

Instrument No. _____
Time of Day _____
Date _____
Recorded in File _____

County Recorder

LEGAL DESCRIPTIONS

(NEW PARCEL NO. 3)

Part of the Southwest Quarter of Section 24, Township 9 North,
Range 32 East of the Broken Bow Range, Douglas County, Kansas
Reserved for future
recreation of the State.

beginning at a point first in N. 07° 25' E., 276.93 feet; going
the westerly from the Southern corner of lot 30, 200 ft. N. and
then S. 80° 32' E., 262.54 feet; thence S. 69° 40' W. 266.72
feet; then on striking north-west into the corner N. 63° 46' E.
1927.55 feet; north end and across same fence line
S. 00° 21' E., 246.63 feet; thence S. 89° 53' W. 191.02 feet
to the point of beginning.

Primer control 105.579 cm²

(NEW PARCEL NO. 3)

Part of the Northern Quarter of Section 25 and part of the
Southwest Quarter of Section 26, Township 4 South, Range 27 East
of the 6th Meridian, Blount County, Alabama described as
follows:

beginning at the Southwest corner of said Section 26 and running thence N 65° 55' E, 210.02 feet along the section line, thence S 89° 53' E, 131.02 feet, thence S 00° 57' 30" E, 100.00 feet to the north line of said Section 26, thence continuing to the west line of said Section 26, thence S 80° 35' 30" E, 94.43 feet, thence S 20° 35' 30" E, 100.00 feet to the west line of said Section 26, thence N 60° 35' 30" E, 92.00 feet along said west line to the point of beginning.

For a copy of said plat, see page 20, said book.

FROM THE EDITOR

SURVEYOR'S CERTIFICATE

i. Bruce D. Jolley, a Registered Professional Land Surveyor in the State of Idaho so hereby certify that this plat is an accurate representation of the survey conducted under the Subdivision.



Byrne & Kelley
License No. 5360

RECORD OF SURVEY

637 1111 200501

[illegible]

ENGINEERING DEPARTMENT

RECEIVED OCT 27 1964

[illegible]

TRANSMITTED BY AIR MAIL
RECEIVED BY AIR MAIL

0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1

PART OF
 SECTIONS 23, 24, 25, 26, T. 4 S., R. 32 E.B.M.
 BINGHAM COUNTY, IDAHO

LEGEND

- Section corner marked
- 1/2" x 24" E.B.M.
- rod with cap marked
- P.L.S. 2580
- Fence line
- Found 1/2" x 24" E.B.M. rod
- Power Pole
- Existing well, approximate location
- Building
- Overhead Power
- Point of Location of Water Right
- Place of Use of Water Right
- Impaired Land as indicated from 1957 Aerial Photo

NOTE:
 INFORMATION DERIVED ON THIS MAP COMES FROM THE BUREAU OF REVENUE OF WATER RESOURCES WATER RIGHT PROFILE REPORT



JOHNNY MILLER
 36-00047 INVESTIGATION

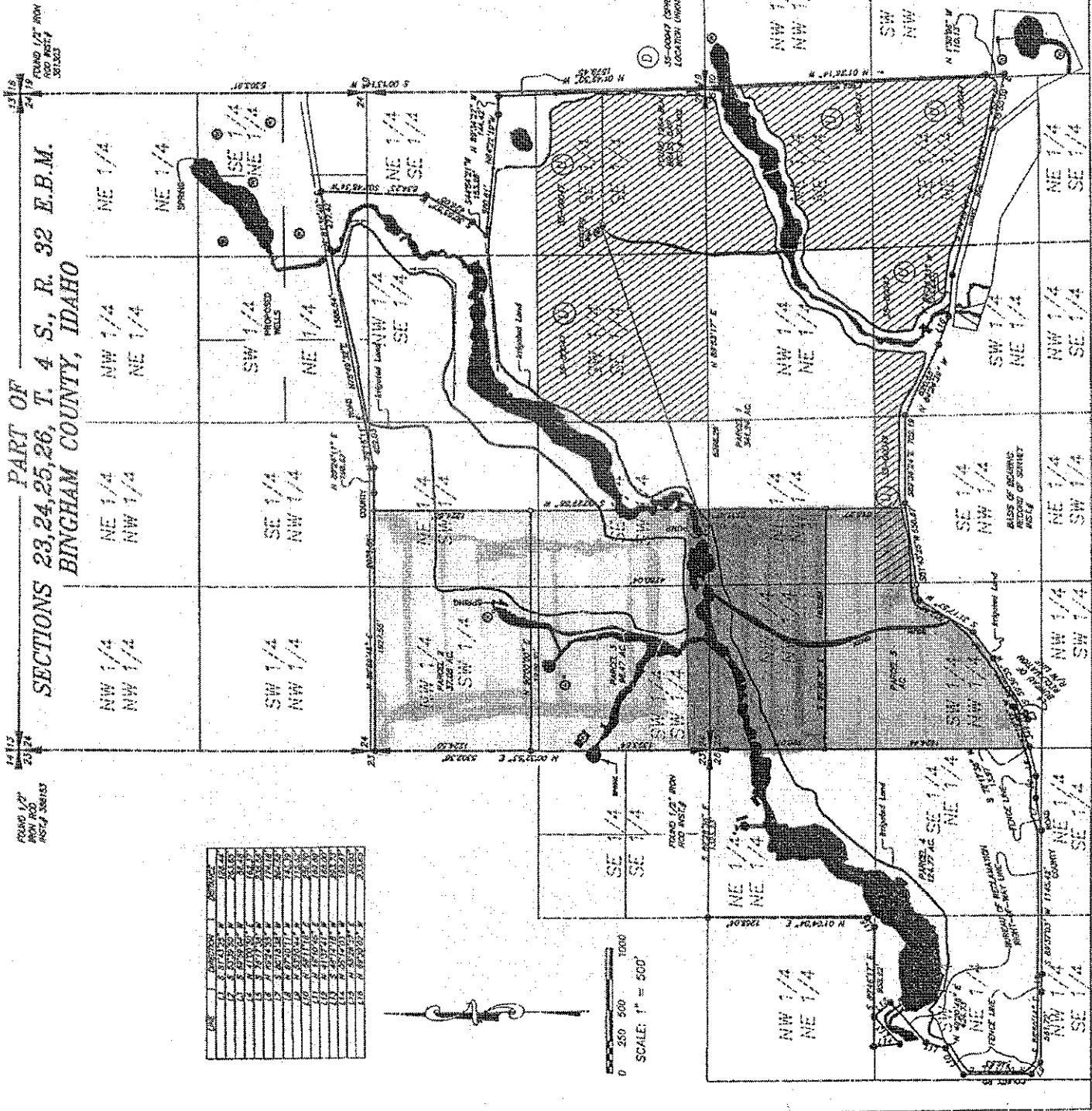
DATE	BY	NO.	REVISION
12/15/54	J.M.	1	ORIGINAL
1/10/55	J.M.	2	REVISED
1/10/55	J.M.	3	REVISED
1/10/55	J.M.	4	REVISED
1/10/55	J.M.	5	REVISED
1/10/55	J.M.	6	REVISED
1/10/55	J.M.	7	REVISED
1/10/55	J.M.	8	REVISED
1/10/55	J.M.	9	REVISED
1/10/55	J.M.	10	REVISED
1/10/55	J.M.	11	REVISED
1/10/55	J.M.	12	REVISED
1/10/55	J.M.	13	REVISED
1/10/55	J.M.	14	REVISED
1/10/55	J.M.	15	REVISED
1/10/55	J.M.	16	REVISED
1/10/55	J.M.	17	REVISED

DATE	BY	NO.	REVISION
12/15/54	J.M.	1	ORIGINAL
1/10/55	J.M.	2	REVISED
1/10/55	J.M.	3	REVISED
1/10/55	J.M.	4	REVISED
1/10/55	J.M.	5	REVISED
1/10/55	J.M.	6	REVISED
1/10/55	J.M.	7	REVISED
1/10/55	J.M.	8	REVISED
1/10/55	J.M.	9	REVISED
1/10/55	J.M.	10	REVISED
1/10/55	J.M.	11	REVISED
1/10/55	J.M.	12	REVISED
1/10/55	J.M.	13	REVISED
1/10/55	J.M.	14	REVISED
1/10/55	J.M.	15	REVISED
1/10/55	J.M.	16	REVISED
1/10/55	J.M.	17	REVISED



SCALE: 1" = 500'
 0 250 500 1000

25 INCHES
 1 R.R. 2



Property No. 490762
Latter-day Saints Church
131N Church St. Salt Lake City - 19th Fl. East
50 East North Temple Street
Salt Lake City, UT 84150

Property No.
Latter-day Saints Church
Latter-day Church Tax Admin. - 22nd Fl.
50 East North Temple Street
Salt Lake City, UT 84150-3620

BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO

FEE 21.00 DEP UP

2000 JUN -5 PM 4:13

RECORDED AT THE REQUEST OF

FIRST AMERICAN TITLE COMPANY

490762

Miller-LDS
conveyance
of water
rights

11-27-200

AGREEMENT TO CORRECT DEED, TO CONVEY WATER RIGHT
AND TO CONVEY PUMP AND WATER PIPELINE EASEMENT

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, (CPB, Grantee) and JOHN L. MILLER and LINDA S. MILLER, husband and wife (Millers, Grantors) of Napa, California, for good and valuable consideration, hereby adopt the following Agreement to Correct Deed (Agreement)

1. BACKGROUND. On or about November 16, 1999, Millers made and delivered to CPB a deed, (the "November Deed"), which was duly recorded in the official records of the county recorder of Bingham County, Idaho, on Nov. 26, 1999, as entry no. 485199. The deed did not identify CPB by its correct name but referred to CPB as The Church of Jesus Christ of Latter-day Saints. The parties desire to correct the November Deed, and to add to it conveyance of certain water rights and a certain pump and water pipeline easement.

2. RESTATED DEED. The parties hereby correct the November Deed by restating it in full as follows:

WARRANTY DEED

For value received JOHN L. MILLER and LINDA S. MILLER, husband and wife, the Grantors, do hereby grant, bargain, sell, and convey unto CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole (per tithing in kind), the Grantee, whose address is 50 East North Temple, Salt Lake City, Utah 84150, the following premises, to wit:

Part of Sections 24 and 25, Township 4 South, Range 32 East, and Sections 19 and 30, Township 4 South, Range 33 East, B.M., Bingham County, Idaho, described as: Beginning at a point in the Southerly right-of-way fence of a County Road, said point being N. 0°32'53" E. 2618.34 feet along the Section line and N. 89°59'48" E. 1927.55 feet from the SW corner of said Section 24, and running thence along said right-of-way fence the following five (5) courses: (1) N. 89°59'48" E. 148.00 feet; thence (2) N. 89°24'11" E. 198.67 feet; thence (3) N. 79°15'11" E. 402.03 feet; thence (4) N. 78°49'32" E. 1368.54 feet; thence (5) N. 81°36'40" E. 477.42 feet; thence S. 02°48'34" W. 834.23 feet; thence S. 30°55'57" W. 426.05 feet; thence S. 44°54'21" W. 153.28 feet to an existing fence line; thence S. 84°22'19" E. 980.61 feet along said fence; thence S. 89°34'22" E. 144.22 feet to an existing North-South fence line; thence S. 01°42'30" E. 1579.45 feet along said fence; thence S. 01°26'14" E. 2304.88 feet along said fence line; thence S. 01°30'06" E. 110.13 feet along said fence to the Northerly right-of-way fence of a County Road; thence along said right-of-way fence line the following seven (7) courses: (1) N. 75°50'39" W. 443.76 feet; thence (2) N. 74°29'47" W. 1219.71 feet; thence (3) N. 84°26'23" W. 323.64 feet; thence (4) N. 69°30'02" W. 233.65 feet; thence

(5) N. 64°24'30" W. 620.55 feet; thence (6) N. 89°36'24" W. 702.19 feet; thence (7) S. 81°43'25" W. 42.49 feet; thence N. 0°27'58" E. 4171.35 feet to the point of beginning.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances there unto belonging or in any wise appertaining, except that Grantor conveys only those water rights expressly described within this instrument.

GRANTORS RESERVE UNTO THEMSELVES a personal license in any and all hunting and fishing rights on the above-described property until December 31, 2020, together with the right of vehicular (including water craft), equestrian, and pedestrian ingress and egress over and upon above-described property in order to exercise said rights. This license may not be abandoned by non-use. The Grantee understands and agrees that this personal license gives only the grantors and their designees the right to hunt or fish upon the above-described property. This personal license is revocable at any time by the Grantee, which may revoke the license by notice to Grantors and by recording a copy of the notice.

SUBJECT TO Reservations in United States Patent, existing and recorded rights-of-way and easements, zoning and building ordinances, and taxes and assessments as prorated between the parties hereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its successors and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises; that said premises are free from all encumbrances except as herein above set forth and that they will warrant and defend the same from all lawful claims whatsoever.

3. **TRANSFER OF WATER RIGHTS.** Millers have agreed to transfer certain water rights to CPB by quitclaim. Millers desire to retain portions of the water rights, and to express their intent that any water rights they may own not expressly described by this instrument are retained by them. They hereby convey the said water rights by the following instrument:

WATER QUITCLAIM

For value received JOHN L. MILLER and LINDA S. MILLER, husband and wife, the Grantors, individuals residing in Napa, California, hereby quitclaim, without warranty or representation, unto CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, the Grantee, whose address is 50 East North Temple, Salt Lake City, Utah 84150, the following interests in the following described water rights in Bingham County, State of Idaho, to wit:

**GRANTORS HAVE DESCRIBED THE WATER RIGHTS CONVEYED
BY THIS INSTRUMENT ON THE ANNEXED EXHIBIT "A"**

Grantors do not convey any water rights by this Agreement to Correct Deed other than those expressly described in writing in this Agreement.

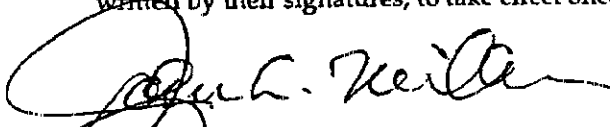
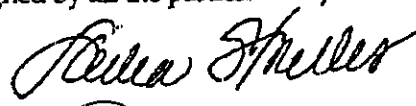
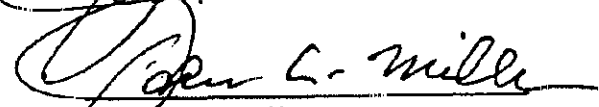
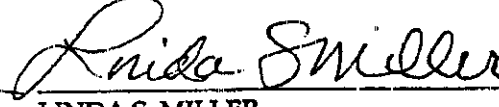
4. **CONVEYANCE OF PUMP AND WATER PIPELINE EASEMENT.** Millers have agreed to convey to CPB a pump and water pipeline easement. Millers hereby convey the said easement by the following instrument:

PUMP AND WATER PIPELINE EASEMENT QUITCLAIM DEED

For value received JOHN L. MILLER and LINDA S. MILLER, husband and wife, the Grantors, individuals residing in Napa, California, hereby quitclaim, without warranty or representation, unto CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, the Grantee, whose address is 50 East North Temple, Salt Lake City, Utah 84150, the easement over the following described real property in Bingham County, State of Idaho, to wit:

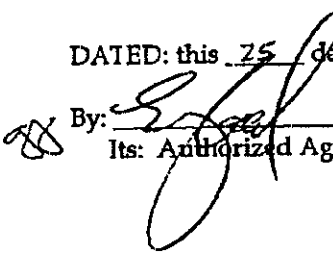
GRANTORS HAVE DESCRIBED THE PUMP AND WATER PIPELINE EASEMENT
CONVEYED BY THIS INSTRUMENT ON THE ANNEXED EXHIBIT "B"

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT on the dates
written by their signatures, to take effect once signed by all the parties.

 
 
JOHN L. MILLER LINDA S. MILLER
DATED: this 27 day of April, 2000. DATED: this 27 day of April, 2000.

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF
LATTER-DAY SAINTS, a Utah corporation sole

DATED: this 25 day of April, 2000.

By: 
Its: Authorized Agent



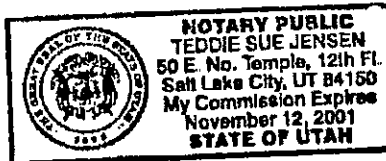
STATE OF UTAH)

: ss

COUNTY OF SALT LAKE)

On this 25 day of April, 2000, personally appeared before me Edwin J. Pond, personally known to me to be the Authorized Agent of the Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah Corporation Sole, who acknowledged to me that he signed the foregoing instrument as Authorized Agent for said Corporation, that the seal impressed on the within instrument is the seal of said Corporation, and the said Edwin J. Pond acknowledged to me that the said Corporation executed the same.

Teddie Sue Jensen
Notary Public



My commission expires: 11/12/01

Residing at: Salt Lake County

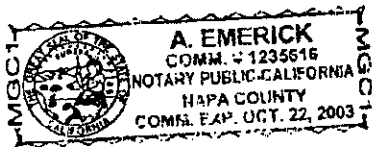
STATE OF CALIFORNIA)

: ss

COUNTY OF NAPA)

On the 8th day of May, 2000, before me, A. Emerick, Notary Public, personally appeared JOHN L. MILLER and LINDA S. MILLER, husband and wife, personally known to me to be or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS my hand and official seal.



A. Emerick
Notary Public
Residing at Napa County
Commission Expires: 10-22-03

Exhibit "A"

AGREEMENT TO CORRECT DEED, TO CONVEY WATER RIGHTS, AND TO CONVEY PUMP AND WATER PIPELINE EASEMENT

LDS

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	WATER RIGHT NUMBER	DESCRIPTION OF ORIGINAL RIGHT (consult IDWR records for more complete descriptions)	PERCENTAGE OF RIGHT CONVEYED TO GRANTEE	PERCENTAGE OF RIGHT RETAINED BY GRANTORS
1	35-07141	4.8 cfs and 960 AF/yr. from a well for the irrigation of 240 acres	86.092 %, or 826.48 AF/yr. for the irrigation of 206.62 acres	13.908 %, or 133.52 AF for the irrigation of 33.4 acres
2	35-07138	1.08 cfs and 216 AF/yr. from a well for the irrigation of 81 acres. Use of this right is limited to the irrigation of 54 acres in a single irrigation season. Use of this right in combination with Water Right Number 35-00007 is limited to a total combined diversion rate of 2.06 cfs for the irrigation of a combined total of 103 acres in a single irrigation season.	54.259 % for the irrigation of 29.30 acres in a single irrigation season. The portion of this right conveyed to GRANTEE may be used in combination with the portion of 35-00007 conveyed to the GRANTEE for the irrigation of a combined total of 70.83 acres in a single irrigation season.	45.741 % for the irrigation of 24.7 acres in any single irrigation season. The portion of this right retained by GRANTORS may be used in combination with the portion of 35-00007 retained by GRANTORS for the irrigation of a combined total of 32.17 acres in a single irrigation season.

LDS

miller

3	35-00007	2.06 cfs from an unnamed stream for the irrigation of 103 acres. Use of this right with Water Right Number 35-00007 is limited to a total combined diversion rate of 2.06 cfs for the irrigation of a combined total of 103 acres in a single irrigation season.	68.767 % for the irrigation of 70.83 acres. The portion of this right conveyed to GRANTEE may be used in combination with the portion of 35-07138 conveyed to the GRANTEE for the irrigation of a combined total of 70.83 acres in a single irrigation season.	31.233 % for the irrigation of 32.17 acres. The portion of this right retained by GRANTORS may be used in combination with the portion of 35-07138 retained by GRANTORS for the irrigation of a combined total of 32.17 acres in a single irrigation season.
4	35-02014	1.3 cfs and 160 AF/yr. from Boone Spring for the irrigation of 80 acres	100%	none
5	35-07142	GRANTORS' interest in this right is limited to the irrigation of 40 acres from an unnamed stream.	100%	none
6	35-02016	1.48 cfs from Tanner Spring and an unnamed stream for the irrigation of 74 acres	100%	none
7	35-00047	.5 cfs from springs and waste water from S.W. Gibbs Ranch for the irrigation of 166.5 acres.	97.898 % for the irrigation of 163 acres	2.102 % for the irrigation of 3.5 acres

If the maximum allowable flows under the rights described above (other than Water Right Numbers 35-02014, 35-07142 and 35-02016) were divided in the percentages described, practical use of the rights for irrigation may be impaired. For example, under Water Right Number 35-00047, 2.102 % of .5 cfs would result in only .011 cfs, which may not be enough flow to efficiently operate an irrigation system. Therefore, GRANTORS retain the right at their option to take up to the maximum allowable flow in appropriate turns, such that the annual quantity of water diverted by GRANTORS is consistent with the above described retained portions of the rights.

Exhibit "B"

AGREEMENT TO CORRECT DEED, TO CONVEY WATER RIGHTS, AND TO CONVEY PUMP AND WATER PIPELINE EASEMENT

DESCRIBED SUBJECT PROPERTY

The Southwest quarter of the Southeast quarter of the Southwest quarter of Section 24, Township 4 South, Range 32 East, Boise Meridian.

EASEMENT

The right to use jointly with GRANTOR that existing diversion and pump and all associated pipelines and other associated equipment located in the Southwest quarter of the Southeast quarter of the Southwest quarter of Section 24, Township 4 South, Range 32 East, Boise Meridian, for the purposes of diverting water under Water Right Numbers 35-07141, 35-07138, 35-00007, 35-02014, 35-07142, or 35-00047.

Together with the right to maintain, operate, repair and replace the above facilities and equipment jointly with GRANTOR for the purposes of diverting water under Water Right Numbers 35-07141, 35-07138, 35-00007, 35-02014, 35-07142, or 35-00047.

490762

Account
Miller - LDS
11-16-99
Same as
LDS - Capitalized
6-25-01

BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO

FEE *00* DEP *JP*

1999 NOV 26 PM 4:24

RECORDED AT THE REQUEST OF

FIRST AMERICAN TITLE COMPANY

, 485199

WARRANTY DEED

For Value Received JOHN L. MILLER and LINDA S. MILLER, husband and wife, the Grantors, do hereby grant, bargain, sell, and convey unto THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS (per tithing in kind), the Grantee, whose current address is 50 East North Temple, Salt Lake City, Utah 84150, the following described premises, to wit:

Part of Sections 24 and 25, Township 4 South, Range 32 East, and Sections 19 and 30, Township 4 South, Range 33 East, B.M., Bingham County, Idaho, described as: Beginning at a point in the Southerly right-of-way fence of a County Road, said point being N. 0°32'53" E. 2618.34 feet along the Section line and N. 89°59'48" E. 1927.55 feet from the SW corner of said Section 24, and running thence along said right-of-way fence the following five (5) courses: (1) N. 89°59'48" E. 148.00 feet; thence (2) N. 89°24'11" E. 198.67 feet; thence (3) N. 79°15'11" E. 402.03 feet; thence (4) N. 78°49'32" E. 1368.54 feet; thence (5) N. 81°36'40" E. 477.42 feet; thence S. 02°48'34" W. 834.23 feet; thence S. 30°55'57" W. 426.05 feet; thence S. 44°54'21" W. 153.28 feet to an existing fence line; thence S. 84°22'19" E. 980.61 feet along said fence; thence S. 89°34'22" E. 144.22 feet to an existing North-South fence line; thence S. 01°42'30" E. 1579.45 feet along said fence; thence S. 01°26'14" E. 2304.88 feet along said fence line; thence S. 01°30'06" E. 110.13 feet along said fence to the Northerly right-of-way fence of a County Road; thence along said right-of-way fence line the following seven (7) courses: (1) N. 75°50'39" W. 443.76 feet; thence (2) N. 74°29'47" W. 1219.71 feet; thence (3) N. 84°26'23" W. 323.64 feet; thence (4) N. 69°30'02" W. 233.65 feet; thence (5) N. 64°24'30" W. 620.55 feet; thence (6) N. 89°36'24" W. 702.19 feet; thence (7) S. 81°43'25" W. 42.49 feet; thence N. 0°27'58" E. 4171.35 feet to the point of beginning.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

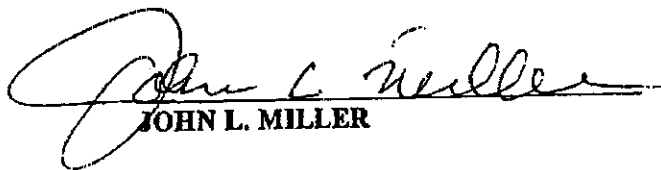
RESERVING EXCLUSIVELY UNTO the Grantors, their heirs, successors, assigns and designees any and all hunting and fishing rights on the above-described property until December 31, 2020, together with the right of vehicular (including water craft), equestrian, and pedestrian ingress and egress over and upon above-described property in order to exercise said rights. This easement may not be abandoned by non-use or revoked for any reason. The Grantee understands and

agrees that this easement gives only the Grantors, their heirs, successors, assigns, and designees the right to hunt or fish upon the above-described property.

SUBJECT TO Reservations in United States Patent, existing and recorded rights-of-way and easements, zoning and building ordinances, and taxes and assessments as prorated between the parties hereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its successors and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises; that said premises are free from all encumbrances except as hereinabove set forth and that they will warrant and defend the same from all lawful claims whatsoever.

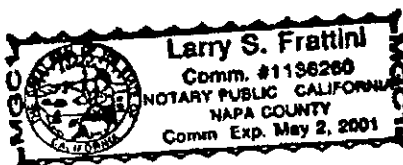
DATED: November 16, 1999

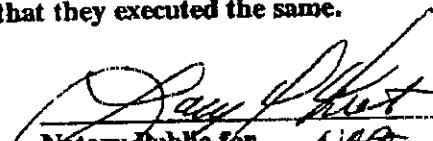

JOHN L. MILLER


LINDA S. MILLER

STATE OF CA)
: ss.
COUNTY OF NAPA)

On this 23 day of November, in the year 1999, before me a Notary Public of said State, personally appeared JOHN L. MILLER and LINDA S. MILLER, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.




Notary Public for Napa
Residing at 1720 Second St. Napa
Commission Expires: 5/02/01

485199

Property No 558-2407
After recording, return to:
LDS Church Real Estate - 12th Fl East
50 East North Temple Street
Salt Lake City, UT 84150

499140

WARRANTY DEED

Property No.
Send Tax Statements to:
LDS Church Tax Admin. - 22nd Fl.
50 East North Temple Street
Salt Lake City, UT 84150-3620

#42964

For value received, JOHN L. MILLER and LINDA S. MILLER, husband and wife, the Grantors, do hereby grant, bargain, sell, and convey unto CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole (per tithing in kind), the Grantee, whose address is 50 East North Temple, Salt Lake City, Utah 84150, the following premises, to wit:

Part of the Southwest Quarter of Section 24, Township 4 South, Range 32 East of the Boise Meridian, Bingham County, Idaho described as follows:

Beginning at a point that is N 00°32'53" E 210.00 feet along the section line from the southwest corner of said Section 24 and running thence N 00°32'53" E 2408.34 feet along said section line to an existing east-west fence line; thence N 89°59'48" E 1927.55 feet along said east-west fence line; thence S 00°27'58" W 2404.65 feet; thence S 89°53'17" W 1931.02 feet to the point of beginning.

The parcel contains 106.579 acres.

RESERVING UNTO the Grantors, their heirs, successors, assigns and designees the right to use, operate, maintain, repair, rehabilitate, improve or replace existing wells and springs on the Property for the purpose of diverting water into the natural stream and conveying the same for use under Water Right Number 35-11390, as that right may in the future be modified by license, permit, diligence or decree, including reasonable ingress and egress. The rights reserved to Grantors shall be exercised in a manner reasonably compatible with Grantee's use of water under Water Right Numbers 35-11392 and 35-11393 from the point of diversion which is currently approved for Water Right Numbers 35-11392 and 35-11393.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances there unto belonging or in any wise appertaining, except that Grantors convey only those water rights expressly described in a separate Water Right Quit-Claim Deed.

SUBJECT TO Reservations in United States Patent, existing and recorded rights-of-way and easements, zoning and building ordinances, and taxes and assessments as prorated between the parties hereto.

TO HAVE AND TO HOLD the said premises, with said appurtenances, unto the said Grantee, its successors and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises; that said premises are free from all encumbrances except as herein above set forth and that they will warrant and defend the same from all lawful claims whatsoever.

Miller --
LDS

11-27-9000

REC'D APR - 4 PM 4:13
RECORDED AT THE REQUEST OF
FEE \$100.00
BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO

FIRST AMERICAN TITLE COMPANY

John L. Miller
JOHN L. MILLER
DATED: this 27 day of NOV., 2000.

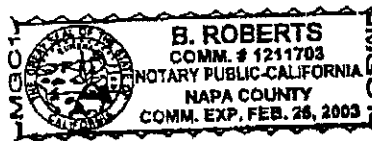
Linda S. Miller
LINDA S. MILLER
DATED: this 27 day of NOV., 2000.

STATE OF CALIFORNIA)
: ss
COUNTY OF NAPA)

On the 27th day of Nov., 2000, before me, B. Roberts,
Notary Public, personally appeared JOHN L. MILLER and LINDA S. MILLER, husband and
wife, personally known to me to be or proved to me on the basis of satisfactory evidence to be
the persons whose names are subscribed to the foregoing Warranty Deed and acknowledged to
me that they executed the same.

WITNESS my hand and official seal.

B. Roberts
Notary Public
Residing at Napa CA
Commission Expires: 2-26-03



499140

Property No. 558-2407
After recording, return to:
LDS Church Real Estate
50 East North Temple
Salt Lake City, UT 84

FIRM

8013630400
BINGHAM COUNTY (RECORDED)
BLACKFOOT IDAHO

T-183 P.04/10 F-521

FEE 6.00 DEP DP

490763

Property No.
Send Tax Statement
LDS Church Tax Admin
50 East North Temple
Salt Lake City, UT 8

2000 JUN -5 PM 4:14

RECORDED AT THE REQUEST OF

FIRST AMERICAN TITLE COMPANY

WELL AND WATER PIPELINE EASEMENT QUIT-CLAIM DEED

For Ten Dollars and other good and valuable consideration, THE CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, a Utah Corporation Sole, with its principal office in Salt Lake County, Utah, GRANTOR, hereby quitclaims, without warranty or representation, to JOHN L. MILLER and LINDA S. MILLER, individuals residing in Napa, California, GRANTEEES, the following easement over the following described subject real property located in Bingham County, Idaho:

DESCRIBED SUBJECT PROPERTY

Part of Sections 24 and 25, Township 4 South, Range 32 East, and Sections 19 and 30, Township 4 South, Range 33 East, B.M., Bingham County, Idaho described as:

Beginning at a point in the southerly right-of-way fence of a county road, said point being N 0° 32' 53" E 2618.34 feet along the section line and N 89° 59' 48" E 1927.55 feet from the southwest corner said Section 24, and running thence along said right-of-way fence the following five (5) courses (1) N 89° 59' 48" E 148.00 feet; thence (2) N 89° 24' 11" E 198.67 feet; thence (3) N 79° 15' 11" E 402.03 feet; thence (4) N 78° 49' 32" E 1368.54 feet; thence (5) N 81° 36' 40" E 477.42 feet; thence S 02° 48' 34" W 834.23 feet; thence S 30° 55' 57" W 426.05 feet; thence S 44° 54' 21" W 153.28 feet to an existing fence line; thence S 84° 22' 19" E 980.61 feet along said fence; thence S 89° 34' 22" E 144.22 feet to an existing north-south fence line; thence S 01° 42' 30" E 1579.45 feet along said fence; thence S 01° 26' 14" E 2304.88 feet along said fence line; thence S 01° 30' 06" E 110.13 feet along said fence to the northerly right-of-way fence of a county road; thence along said right-of-way fence line the following seven (7) courses (1) N 75° 50' 39" W 443.76 feet; thence (2) N 74° 29' 47" W 1219.71 feet; thence (3) N 84° 26' 23" W 323.64 feet; thence (4) N 69° 30' 02" W 233.65 feet; thence (5) N 64° 24' 30" W 620.55 feet; thence (6) N 89° 36' 24" W 702.19 feet; thence (7) S 81° 43' 25" W 42.49 feet; thence N 0° 27' 58" E 4171.35 feet to the point of beginning.

EASEMENT

The right to use jointly with GRANTOR that existing well, including the existing pump and all associated pipelines and other equipment, located in the Northwest quarter of

the Southeast quarter of the Southeast quarter of Section 24, Township 4 South, Range 32 East, Boise Meridian for the purposes of diverting water under Water Right Numbers 35-07141, 35-07138, 35-00007 or 35-00047;

Together with the right to maintain, operate, repair and replace the above facilities and equipment jointly with GRANTOR for the purposes of diverting water under Water Right Numbers 35-07141, 35-07138, 35-00007 or 35-00047

IN WITNESS WHEREOF, the GRANTOR has caused its corporate name to be affixed by its duly authorized officer this 25 day of April, 2000.

THE CORPORATION OF THE PRESIDING BISHOP
OF THE CHURCH OF JESUS CHRIST OF LATTER
DAY SAINTS

By: [Signature]
Its: AUTHORIZED AGENT

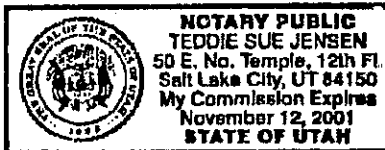
STATE OF UTAH)
 :ss.
COUNTY OF SALT LAKE)

On the 25 day of April, 2000, personally appeared before me
Edwin J. Pond, who first being by me duly sworn, did say that he is
the Authorized Agent of THE CORPORATION OF THE PRESIDING BISHOP
OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, and that he signed the
above Water Rights Quit-Claim Deed on behalf of THE CORPORATION OF THE
PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS
by proper authority.

My Commission Expires:

11/12/01

Teddie S. Jensen
NOTARY PUBLIC
Residing at: Salt Lake County



490763

RE-RECORDED TO CORRECT LEGAL DESCRIPTION.

472679

DEPARTMENT OF RECORDS
BLACKFOOT, IDAHO

9.00 DEP 2

98 DEC 24 PM 12:51

RECORDED AT THE REQUEST OF

Albion, Inc. a subsidiary of Corp.

3-22191-A
WHEN RECORDED, MAIL TO:

John L. Miller
P.O. Box 2260
Napa, California 94558

473042

WARRANTY DEED

473520

RECORDED AT THE REQUEST OF
Albion, Inc. a subsidiary of Corp.

99 JAN - 6 AM 11:53

9.00 DEP 2

BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO

North Fork Energy, Inc., a corporation organized and existing under the laws of the State of Idaho, with its principal place of business in Bingham County, Idaho, GRANTOR, hereby CONVEYS and WARRANTS to John L. Miller, GRANTEE, of Napa County, California, for the sum of TEN DOLLARS and other good and valuable consideration, the following-described tract of land in Bingham County, Idaho: PART OF SECTION 24, 25, AND 26, TOWNSHIP 4 SOUTH, RANGE 32 EAST BOISE MERIDIAN, BINGHAM COUNTY, IDAHO, DESCRIBED AS:

Beginning at a point on the South line of a County Road that is South 0°13'14" West 2167.35 feet along the Section line and South 81°36'31" West 84.90 feet from the Northeast corner of said Section 24 and running thence south 81°36'31" West 1192.27 feet along said South line; thence South 78°49'32" West 1368.55 feet; thence South 79°16'11" West 402.03 feet; thence South 89°24'11" West 198.67 feet; thence South 89°59'48" West 2075.55 feet along said South line to the West line of said Section 24; thence leaving said County Road South 0°32'53" West 2618.34 feet along the Section line to the South West corner of said Section 24; thence North 89°28'36" West 1325.23 feet along a fence line; thence South 1°04'04" West 1268.04 feet along said fence; thence South 55°28'37" West 90.03 feet; thence North 89°46'17" West 958.92 feet along said fence line to the east line of a county road; thence South 5°14'03" East 199.67 feet along said east line to the Bureau of Reclamation take line; thence along said Bureau of Reclamation take line the following three (3) courses (1) North 48°14'18" East 293.73 feet; (2) thence South 41°37'41" East 168.00 feet; (3) thence South 49°20'46" West 424.73 feet; thence South 16°10'45" West 169.69 feet; thence South 56°11'16" West 256.70 feet; thence South 0°11'21" West 546.83 feet; thence South 53°20'44" East 115.52 feet along said east line to the North line of said County Road; thence South 88°50'14" East 561.72 feet along said North line; thence South 87°40'11" East 149.39 feet; thence North 89°37'03" East 1145.42 feet; thence North 80°18'38" East 264.58 feet; thence South 89°24'55" East 174.18 feet to the Bureau of Reclamation Take Line; thence along said Bureau of Reclamation Take Line the following three (3) courses (1) North 76°17'38" East 235.58 feet; (2) thence North 67°19'32" East 349.70 feet; (3) thence South 41°00'50" West 162.37 feet to the North line of a County Road; thence North 69°59'04" East 56.48 feet; thence North 59°36'35" East 521.39 feet; thence North 53°39'50" East 263.65 feet; thence North 31°17'57" East 502.46 feet; thence North 81°43'25" East 787.30 feet; thence South 89°36'24" East 702.19 feet; thence South 64°24'39" East 620.55 feet; thence South

* AND A PORTION OF SECTIONS 19 & 30, TOWNSHIP 4 SOUTH, RANGE 33 EAST BOISE MERIDIAN

69°30'02" East 233.65 feet; thence South 84°26'23" East 323.64 feet; thence South 74°29'47" East 1219.71 feet; thence South 75°50'39" East 443.76 feet along said North line; thence leaving said County Road North 1°30'06" West 110.13 feet; thence North 1°26'14" West 2304.88 feet along a fence line; thence North 1°42'30" West 3088.94 feet along said fence line to the Point of Beginning.

EXCEPTING THEREFROM the following parcel:

Part of the East Half of the Section 24, Township 4 South, Range 32 East of the Boise Meridian, Bingham County, Idaho, described as follows:

Beginning at a point in an existing North-South fence line that is North 00°13'14" East 1615.08 feet along the Section line and North 89°34'12" West 33.14 feet from the Southeast corner of said Section 24 and running thence North 01°42'30" West 1509.49 feet along said existing fence line to the south line of an existing County Road; thence South 81°36'31" West 714.85 feet along said South line; thence South 02°48'39" West 834.28 feet; thence South 30°55'57" West 426.02 feet; thence South 44°54'25" West 277.78 feet; thence South 89°34'12" East 1208.22 feet to the Point of Beginning.

TOGETHER WITH:

All fixtures and appurtenances located on the described and conveyed real property, including, but not limited to, one trailer home, and all other out buildings located on the property, eight (8) approximately quarter mile long Thunderbird wheeled irrigation lines, two (2) approximately quarter mile long four (4) inch diameter hand irrigation lines, all existing buried main irrigation lines, a 150 horsepower deep well pump and a 100 horsepower centrifugal pump.

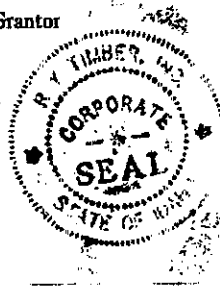
AND SUBJECT TO all easements and encumbrances of record.

The officers of North Fork Energy, Inc. who sign this Warranty Deed hereby certify that this Warranty Deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of North Fork Energy, Inc. at a lawful meeting properly noticed and duly held, and attended by a quorum.

IN WITNESS WHEREOF, the GRANTOR has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 23 day of December, 1998

NORTH FORK ENERGY, INC., Grantor

Ronald C. Yanke
Ronald C. Yanke, President



473520

ATTEST:

Richard D. Heaton

Richard D. Heaton, Secretary

ALLIANCE TITLE & ESCROW CORP.
RECORDED AT THE REQUEST OF
99 JAN 20 AM 11:31
FEE 9.00-DEP 01
SANDHILL COUNTY RECORDER
BLACKFOOT, IDAHO

STATE OF IDAHO)

: ss.

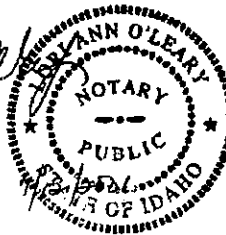
COUNTY OF ADA)

On the 23rd day of December, 1998, personally appeared before me Ronald C. Yanke, who having first been duly sworn by me, did say that he is the President of North Fork Energy, Inc., that he has authority to sign the foregoing Warranty Deed on behalf of North Fork Energy, Inc. by reason of a duly and properly adopted resolution of the board of directors of North Fork Energy, Inc., and that the foregoing Warranty Deed was signed on behalf of North Fork Energy by him.

[Signature]
NOTARY PUBLIC
Residing in the State of Idaho

SEAL:

My commission exp: 7/2/01



STATE OF IDAHO)

: ss.

COUNTY OF ADA)

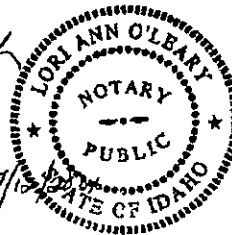
472679

On the 23rd day of December, 1998, personally appeared before me Richard D. Heaton, who having first been duly sworn by me, did say that he is the Secretary of North Fork Energy, Inc., that the President of North Fork Energy, Inc., Ronald C. Yanke, has authority to sign the foregoing Warranty Deed on behalf of North Fork Energy, Inc. by reason of a duly and properly adopted resolution of the board of directors of North Fork Energy, Inc., and that he, Richard D. Heaton, as Secretary of North Fork Energy, Inc., has properly, and pursuant to authority duly granted to him by North Fork Energy, Inc., has signed the foregoing Warranty Deed attesting that the foregoing Warranty Deed was properly signed with authority on behalf of North Fork Energy, Inc.

[Signature]
NOTARY PUBLIC
Residing in the State of Idaho

SEAL:

My commission exp: 7/2/01



473042

472680

322191-4

WHEN RECORDED, MAIL TO:

John L. Miller
P.O. Box 2260
Napa, California 94558

RECORDED
CLERK OF COUNTY, IDAHO

FEE 18.00 SEP

98 DEC 24 PM 12:51

RECORDED AT THE REQUEST OF

AMERICAN WATER WORKS CORP.

**SPECIAL WARRANTY WATER RIGHTS DEED,
WELL DEVELOPMENT AND MAINTENANCE AGREEMENT
AND
WELL DEVELOPMENT AND MAINTENANCE EASEMENT**

North Fork Energy, Inc., a corporation organized and existing under the laws of the State of Idaho, with its principal place of business in Bingham County, Idaho, GRANTOR, hereby CONVEYS and WARRANTS to John L. Miller, or nominee, GRANTEE, of Napa County, California, for the sum of TEN DOLLARS and other good and valuable consideration, all right, title and interest in and to the following-described water rights:

Water Right Number ("WRN") 35-07141 for 4.8 cfs for the irrigation of 240 acres, as described in the Water Right License and the Snake River Basin Adjudication Claim Number ("SRBA Claim Number") A35-7141. Grantor believes this right may be reduced through the Snake River Basin General Adjudication to 4.68 cfs for the irrigation of 234 acres. Grantor makes no warranty beyond 4.68 cfs for the irrigation of 234 acres.

Water Right Number ("WRN") 35-07138 for 1.08 cfs for the irrigation of 54 acres, as described in the Water Right License. Grantor believes that SRBA Claim Number A35-07138 may be incorrect. Grantor makes no warranty except as to 1.08 cfs for the irrigation of 54 acres as described in the Water Right License.

WRN 35-00007 for the irrigation of 103 acres, as described in SRBA Claim Number A35-00007. However, Grantor believes the right may be limited to 2.1 cfs in the Snake River Basin General Adjudication. Grantor makes no warranty beyond 2.1 cfs for the irrigation of 103 acres.

WRN 35-00028 for 1.2 cfs for the irrigation of 109 acres, as described in SRBA Claim Number A35-00028.

WRN 35-00029 for 4 cfs for the irrigation of 109 acres, as described in SRBA Claim Number A35-00029.

WRN 35-02016, as described in SRBA Claim Number A35-02016. Grantor believes that the right may be reduced in the Snake River Basin Adjudication to 1.28 cfs for the irrigation of 64 acres. Grantor makes no warranty beyond 1.28 cfs and 64 acres.

WRN 35-02014, as described in the Water Right License for 1.3 cfs for irrigation as described in the Water Right License.

WRN 35-11390 for 20 cfs for fish propagation as described in SRBA Claim Number A35-11390 and as modified by Transfer Number 5055.

WRN 35-11392 for .04 cfs for the domestic use of one home.

WRN 35-11393 for .04 cfs for the domestic use of one home.

WRN 35-00047. Grantor makes no warranty whatsoever regarding WRN 35-0047

A portion of WRN 35-007142 for the irrigation of 40 acres. Grantor makes no warranty whatsoever regarding WRN 35-007142

TOGETHER WITH an undivided interest in the following water rights, and subject to the limitations described below:

WRN 35-04271 for 50 cfs for fish propagation as described in SRBA Claim Number A35-04271 and as modified by Transfer Number 5030.

WRN 35-08635 for .72 cfs for fish propagation as described by the Water Right License and as modified by Transfer Number 5030. Grantor believes that SRBA Claim Number A35-08635 may be incorrect. Grantor makes no warranty beyond .72 cfs.

WRN 35-08782 for 4.64 cfs as described in the Water Right License and as modified by pending, unapproved Transfer Number 5345

WRN 35-09068 for 4.79 cfs for fish propagation or 3.79 cfs for fish propagation and 1. cfs for commercial use under WRN 35-08679.

WRN 35-08679 for 1.0 cfs for commercial use, as modified by Transfer Number 5030.

As to Water Right Numbers 35-04271, 35-08635, 35-08782 and 35-09068, Grantor retains the right to use the described flow for fish propagation purposes only on property retained by the Grantor located in the Northeast Quarter of Section 24, Township 4 South, Range 32 East

of the Boise Meridian, Bingham County, Idaho. Grantor's use of the water under Water Right Numbers 35-04271, 35-08635, 35-08782 and 35-09068 will be virtually non-consumptive

As to WRN 35-08679, Grantor retains the right to consumptively use up to 10 cfs for commercial purposes, or file a transfer to use the water for irrigation or other consumptive purposes, on property retained by the Grantor located in the Northeast Quarter of Section 24 and the Northeast Quarter of the Southeast Quarter of Section 24, Township 4 South, Range 32 East of the Boise Meridian, Bingham County, Idaho.

All flows available for use by Grantor or Grantee under Water Right Numbers 35-04271, 35-08635, 35-08782 and 35-09068, and all flows not consumed by Grantor under WRN 35-08679, shall be discharged to Boom Creek by Grantor at the point where Boom Creek intersects the existing Bingham County road in the Northeast Quarter of Section 24, Township 4 South, Range 32 East of the Boise Meridian, Bingham County, Idaho. All water discharged by Grantor to Boom Creek shall meet all applicable state, federal and local laws, statutes, rules, regulations and ordinances, shall be free from any significant pathogens or disease which might adversely affect fish or wildlife, and shall be fit for the purposes of fish propagation, wildlife, recreation, the natural stream environment and aesthetics.

Grantor hereby conveys to Grantee a partial undivided right in and to Water Right Numbers 35-04271, 35-08635, 35-08782 and 35-09068 and 35-08679 consisting of the right to use the flow discharged by Grantor below the point described for all authorized purposes subject to any required Transfer from the Idaho Department of Water Resources and further subject to the limitations described above.

Neither Grantor nor the Grantee shall file any application for Transfer involving Water Right Numbers 35-04271, 35-08635, 35-08782, 35-09068 and 35-08679 which might in any manner diminish the quantity or quality of water available to the other.

Except as expressly stated otherwise above, Grantor warrants that it is conveying good, marketable, unencumbered title to all of the water rights described above. The same acreage may be an approved place of use for more than one water right. As part of the Snake River Basin General Adjudication, approved flows may be reduced because of this stacking of water rights. Reductions in flow as the result of stacking shall not be considered a breach of Grantor's warranties. As part of the Snake River Basin General Adjudication, small adjustments in approved acreage may be made as the result of the capacity for more precise measurements. Small reductions in acreage as the result of better measurement shall not be considered a breach of Grantor's warranties.

Water Right Number 35-04271, 35-08635, 35-08782, 35-09068 and 35-08679 and Transfer Numbers 5030, 5055 and pending Transfer Number T5345, approved a total of 10 wells to be drilled

on property retained by Grantor located in the Northeast Quarter of Section 24, Township 4 South, Range 32 East of the Boise Meridian, Bingham County, Idaho. Three of the wells have been completed. Grantor shall continue to develop two (2) additional wells until the total authorized artesian flow from the wells under the described water right numbers and transfer numbers is obtained, or hydro geological data reasonably acceptable to Grantee indicates that additional wells would not result in a net yield from all of the wells of more than 3 cfs. Grantor shall complete the two (2) additional wells on or before August 1, 1999. While Grantor is not obligated to Grantee to develop the full ten (10) wells authorized under the described water rights and transfers, any water developed by Grantor on property belonging to Grantor located in the Northeast Quarter of Section 24, Township 4 South, Range 32 East of the Boise Meridian, Bingham County, Idaho shall first be used to satisfy the water rights and transfers that Grantor and Grantee have undivided interests in as described above before being used for any other purpose. Grantor shall submit any proof required under the described water rights and transfers and shall timely take all other steps which may be reasonable and necessary to keep the described water rights and transfers in good standing. Grantor shall reasonably operate and maintain the wells in a condition which will maximize the flow to which the Grantor and Grantee have a right under the described water rights and transfers.

If for any reason Grantor fails to diligently and timely complete development of the two additional wells as described above, or alternatively, Grantor fails to maintain any wells developed by Grantor which are necessary to satisfy the water rights and transfers that Grantor and Grantee have undivided interests in as described above, Grantee shall have an easement and a right of ingress and egress across the property belonging to Grantor located in the Northeast Quarter of Section 24, Township 4 South, Range 32 East of the Boise Meridian, Bingham County, Idaho for the purpose of developing the two additional wells described above, or maintaining any wells developed by Grantor which are necessary to satisfy the water rights and transfers that Grantor and Grantee have undivided interests in as described above.

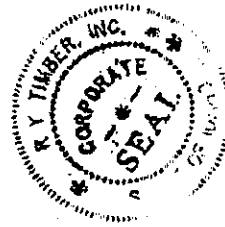
All of Grantor's obligations under this Special Warranty Water Rights Deed, Well Development and Maintenance Agreement and Well Development and Maintenance Easement shall run with the land and shall bind Grantors successors and assigns.

The officers of North Fork Energy, Inc. who sign this Special Warranty Water Rights Deed, Well Development and Maintenance Agreement and Well Development and Maintenance Easement hereby certify that this instrument and the agreements and transfers represented thereby was duly authorized under a resolution duly adopted by the board of directors of North Fork Energy, Inc. at a lawful meeting properly noticed and held, and attended by a quorum.

IN WITNESS WHEREOF, the GRANTOR has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 22 day of December, 1998

NORTH FORK ENERGY, INC., Grantor

Ronald C Yanke
Ronald C Yanke, President



ATTEST:

Richard D Heaton

Richard D Heaton, Secretary

STATE OF IDAHO)

: ss

COUNTY OF ADA)

On the 22nd day of December, 1998, personally appeared before me Ronald C. Yanke, who having first been duly sworn by me, did say that he is the President of North Fork Energy, Inc., that he has authority to sign the foregoing Special Warranty Water Rights Deed, Well Development and Maintenance Agreement and Well Development and Maintenance Easement on behalf of North Fork Energy, Inc. by reason of a duly and properly adopted resolution of the board of directors of North Fork Energy, Inc., and that the foregoing instrument was signed on behalf of North Fork Energy by him.

Lori Ann O'Leary
NOTARY PUBLIC
Residing in the State of Idaho

SEAL:

My commission exp: 7/22/2001



STATE OF IDAHO)

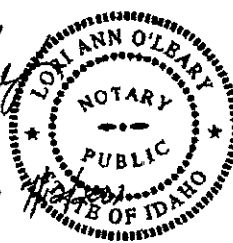
: ss

COUNTY OF ADA)

On the 22nd day of December, 1998, personally appeared before me Richard D. Heaton, who having first been duly sworn by me, did say that he is the Secretary of North Fork Energy, Inc., that the President of North Fork Energy, Inc., Ronald C. Yanke, has authority to sign the foregoing Special Warranty Water Rights Deed, Well Development and Maintenance Agreement and Well Development and Maintenance Easement on behalf of North Fork Energy, Inc. by reason of a duly and properly adopted

resolution of the board of directors of North Fork Energy, Inc., and that he, Richard D. Heaton, as Secretary of North Fork Energy, Inc., has properly, and pursuant to authority duly granted to him by North Fork Energy, Inc., signed the foregoing instrument attesting that the foregoing instrument was properly signed with authority on behalf of North Fork Energy, Inc.


NOTARY PUBLIC
Residing in the State of Idaho
SEAL:
my commission exp: 11/20/2011



472680

QUITCLAIM DEED

483975

FOR VALUE RECEIVED, NORTH FORK ENERGY, INC., an Idaho corporation, the Grantor, does hereby convey, release, remise and forever quitclaim unto JOHN L. MILLER, a single man, the Grantee, whose address is P.O. Box 2260, Napa, California 94558, the following described premises in Bingham County, Idaho, to wit:

Part of the East ½ of Section 24, Township 4 South, Range 32 East, B.M., Bingham County, Idaho described as:

Beginning at a point in an existing east west fence line that is N 0° 13' 14" E 1615.08 feet along the section line and N 89° 34' 12" W 177.66 feet from the southeast corner of said Section 24 and running thence N 89° 34' 12" W 1063.71 feet; thence N 44° 54' W 5" E 124.50 feet to an existing fence line; thence S 84° 22' 19" E 980.51 feet along said fence line to the point of beginning.

Parcel contains 1.08 acres.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto Grantee and his successors or assigns forever.

DATED: October 4, 1999

GRANTOR:

NORTH FORK ENERGY, INC.

By:

Ronald C. Yanke
Ronald C. Yanke, President

ATTEST:

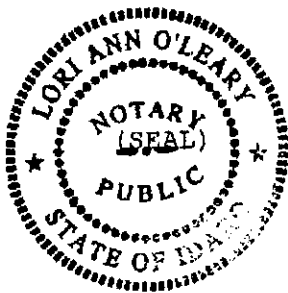
Richard D. Heaton
Richard D. Heaton, Secretary

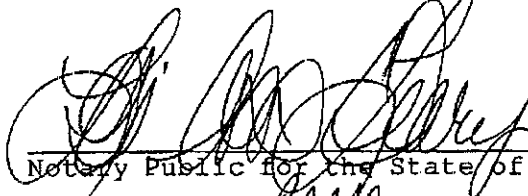
RECORDED AT THE REQUEST OF
John Miller
1999 OCT 13 PM 12:59
FEE *1.08* *21P*
SINGAPORE
BLACK & WHITE

STATE OF IDAHO)
) ss
COUNTY OF ADA)

On this 14th day of October, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared **RONALD C. YANKE** and **RICHARD D. HEATON**, President and Secretary, respectively, of **NORTH FORK ENERGY, INC.**, an Idaho corporation, which executed the foregoing document, known to me or identified to me, to be the persons whose names are subscribed to the foregoing, and acknowledged to me that they executed the same for and on behalf of the corporation and in its name.

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 for the State of Idaho
Residing at: Boise
My commission expires: 7/12/2001

483975

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

RECEIVED
NOV 28 2005
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
35-28			35-8679		
35-29			35-8782		
35-2016			35-11390		
35-4271B			35-13349		
35-8635B					

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) Walter E. Hartman
Sally J. Hartman
4. New Owner/Claimant(s) MICHAEL JOHN BORAN
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address P.O. BOX 199
- City, State and ZIP Code SWAN VALLEY, ID 83449
- New Telephone Number (239) 293-3700 / 239-261-2765
208-483-2211
5. Date you acquired the property 06/15/05

SUPPORT DATA
 IN FILE # 35-28

RECEIVED
AUG 25 2005
 Department of Water Resources
 Eastern Region

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) Michael P. Brown
(include title if applicable) _____

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 MA Date 11-28-05 Fee \$225.00/yr
 Received by _____ Date _____ Receipt No. 0049130
 Processed by _____ AJ Date _____ WR _____ Date _____

BLACKFOOT, IDAHO
FEE 9 DEP C

WARRANTY DEED

2005 JUN 15 PM 4:07

Order No.:3020506607-Z

FOR VALUE RECEIVED

554603

RECORDED AT THE REQUEST OF

Glenn Hartman and Colette Hartman, Husband and Wife, Walter E. Hartman and Sally J. Hartman, Husband and Wife

Alliance Title & Escrow Corp.

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

Michael J. Boran, a married person as sole and separate property as to income, principal and appreciation

whose current address is

2211 Forest Lane Naples, FL 33942

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

PARCEL I:

Part of Sections 24 and 25, Township 4 South, Range 32 East, and Sections 19 and 30, Township 4 South, Range 33 East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point in the Southerly right of way fence of a County Road, said point being North 00°32'53" East 2618.34 feet along the Section line and North 89°59'48" East 1927.55 feet from the Southwest corner of said Section 24, and running thence along said right of way fence the following five (5) courses:

(1) North 89°59'48" East 148.00 feet; thence
(2) North 89°24'11" East 198.67 feet; thence
(3) North 79°15'11" East 402.03 feet; thence
(4) North 78°49'32" East 1368.54 feet; thence
(5) North 81°36'40" East 477.42 feet; thence
South 02°48'34" West 834.23 feet; thence South 30°55'57" West 426.05 feet; thence South 44°54'21" West 153.28 feet to an existing fence line; thence South 84°22'19" East 980.61 feet along said fence; thence South 89°34'22" East 144.22 feet to an existing North-South fence line; thence South 01°42'30" East 1579.45 feet along said fence; thence South 01°26'14" East 2304.88 feet along said fence line; thence South 01°30'06" East 110.13 feet along said fence to the Northerly right of way fence of a County Road; thence along said right of way fence line the following seven (7) courses:

(1) North 75°50'39" West 443.76 feet; thence
(2) North 74°29'47" West 1219.71 feet; thence
(3) North 84°26'23" West 323.64 feet; thence
(4) North 69°30'02" West 233.65 feet; thence
(5) North 64°24'30" West 620.55 feet; thence
(6) North 89°36'24" West 702.19 feet; thence
(7) South 81°43'25" West 42.49 feet; thence
North 00°27'58" East 4171.35 feet to the Point of Beginning.

AND Part of the Northwest Quarter of Section 25 and part of the Southwest Quarter of Section 24, Township 4 South, Range 32 East, Boise Meridian, Bingham County, Idaho, described as follows:

Beginning at the Southwest corner of said Section 24, and running thence North 00°32'53" East 210.00 feet along the Section line; thence North 89°53'17" East 1931.02 feet; thence South 00°27'58" West 210.00 feet to the North line of said Section 25; thence continuing South 00°27'58" West 941.42 feet; thence North 89°28'36" West 1932.54 feet to the West line of said Section 25; thence North 00°32'53" East 920.01 feet along said West line to the Point of Beginning.

AND

Part of the NW¼ of Section 25, Township 4 South, Range 32 East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point that is South 0°32'53" West 5302.36 feet along the Section line to the Northwest corner of Section 25 and South 0°32'53" West 920.01 feet to the Point of Beginning from the Northwest corner of Section 24 and running thence South 89°28'36" East 1932.54 feet; thence South 0°27'58" West 615.27 feet to the Northerly right-of-way fence of a County Road; thence following said fence the following five (5) courses (1) South 81°43'25" West 744.82 feet; thence (2)

South 31°17'57" West 502.46 feet; thence (3) South 53°39'50" West 263.65 feet; thence (4) South 59°36'35" West 521.39 feet; thence (5) South 69°59'04" West 56.48 feet to the monumented Bureau of Reclamation right-of-way line; thence North 41°00'50" East 162.37 feet along said right-of-way line; thence South 67°19'32" West 349.70 feet along said right-of-way; thence South 76°17'38" West 13.97 feet along said right-of-way; thence North 0°32'53" East 1624.44 feet to the Point of Beginning.

PARCEL II:

Tract 1:

Part of the NE¼NE¼ of Section 26, Township 4 South, Range 32 East, Boise Meridian, Bingham County, Idaho, described as: Commencing at the NE corner of said Section 26 and running thence South 00°32'53" West 328.45 feet along section line; thence North 89°28'36" West 664.88 feet; thence North 01°03'58" East 328.46 feet; thence South 89°28'36" East 661.91 feet along the North line of said Section 26 to the Point of Beginning.

Tract 2:

Part of the NE¼NE¼ of Section 26, Township 4 South, Range 32 East, Boise Meridian, Bingham County, Idaho, described as: Beginning at a point that is North 89°28'36" West 661.91 feet along the Section line to the True Point of Beginning from the NE corner of said Section 26 and running thence South 01°03'58" West 328.46 feet; thence North 89°28'36" West 663.31 feet; thence North 01°03'58" East 328.47 feet; thence South 89°28'36" East 663.31 feet along the North line of said Section 26 to the Point of Beginning.

Tract 3:

Part of Section 26, Township 4 South, Range 32 East, Boise Meridian, Bingham County, Idaho, described as: Beginning at a point that is South 00°32'53" West 328.45 feet along the Section line to the Point of Beginning from the NE corner of Section 26 and running thence South 00°32'53" West 2216.00 feet to the monumented Bureau of Reclamation right-of-way line; thence South 76°17'38" West 221.61 feet along said right-of-way line to the Northerly right-of-way fence of a County Road; thence North 89°24'55" West 174.18 feet along said fence; thence South 80°18'38" West 264.58 feet along said fence to the monumented Bureau of Reclamation right-of-way line; thence South 89°37'03" West 1145.42 feet along said right-of-way line to the Northerly right-of-way fence of a County Road; thence along said right-of-way fence the following six (6) courses (1) North 87°40'11" West 143.39 feet; thence (2) North 88°50'14" West 561.72 feet; thence (3) North 53°20'44" West 115.52 feet; thence (4) North 00°11'21" East 546.83 feet; thence (5) North 56°11'16" East 256.70 feet; thence (6) North 16°10'45" East 169.69 feet to the monumented Bureau of Reclamation right-of-way line; thence North 49°20'46" East 424.73 feet along said right-of-way; thence North 41°37'41" West 168.0 feet along said right-of-way line; thence South 48°14'18" West 293.73 feet along said right-of-way line to the Easterly right-of-way fence of a County Road; thence following said right-of-way fence the following four (4) courses (1) North 05°14'03" West 199.67 feet; thence (2) South 89°46'17" East 958.92 feet; thence (3) North 55°28'37" East 90.03 feet; thence (4) North 01°04'04" East 939.57 feet; thence South 89°28'36" East 1328.20 feet to the Point of Beginning.

PARCEL III:

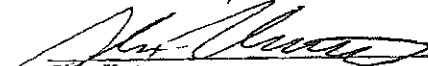
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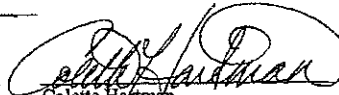
Beginning at a point that is North 00°32'53" East 210.00 feet along the Section line from the Southwest corner of said Section 24 and running thence North 00°32'53" East 2408.34 feet along said Section line to an existing East-West fence line; thence North 89°59'48" East 1927.55 feet along said east-west fence line; thence South 00°27'58" West 2404.65 feet; thence South 89°53'17" West 1931.02 feet to the Point of Beginning.

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

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

Dated: 6/10/05


Glenn Hartman


Colette Hartman

Walter E. Hartman

Sally J. Hartman

CA
STATE OF ~~IDAHO~~, COUNTY OF Santa Barbara
On this 10th day of JUNE, 2005
before me, a notary public in and for said State, personally
appeared glenn Hartman +
colette Hartman



known to me to be the person whose name
subscribed to the within instrument, and acknowledged to
me that Shannon M. Rosati executed the same.

Residing at 1501 State St, CA Notary Public
Comm. Expires 11/3/06 Idaho CA

554603

WARRANTY DEED

Order No.:3020506607-Z

FOR VALUE RECEIVED

554504

2005 JUN 15 PM 4: 07

RECORDED AT THE REQUEST OF

Glenn Hartman and Colette Hartman, Husband and Wife, Walter E. Hartman and Sally J. Hartman, Husband and Wife

ALLIANCE TITLE & ESTATE CORP.

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

Michael J. Boran, a married person as sole and separate property as to income, principal and appreciation

whose current address is

2211 Forest Lane Naples, FL 33942

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

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

Dated: _____

Glenn Hartman


Walter E. Hartman

Colette Hartman


Sally J. Hartman

STATE OF IDAHO, COUNTY OF

On this _____ day of _____, 19____,
before me, a notary public in and for said State, personally
appeared _____

known to me to be the person whose name
subscribed to the within instrument, and acknowledged to
me that _____ executed the same.

Residing at _____
Comm. Expires _____

Notary Public
Idaho

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Ventura

SS.

On

June 13, 2005

before me,

Carol A. Smith, Notary Public

Name and Title of Officer (e.g., Jane Doe, Notary Public)

personally appeared

Walter E. Hartman and Sally J. Hartman

Name(s) of Signer(s)

☐ personally known to me

☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Carol A. Smith
Signature of Notary Public

559204

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

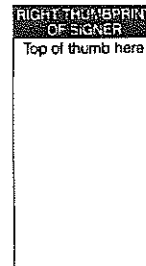
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____



AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY
(10-17-92)

Policy No. 72106-1135973

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY, a Missouri 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;
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.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

CHICAGO TITLE INSURANCE COMPANY

By:

James M. Fain

President



ATTEST

James C. [Signature]

Secretary

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 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 judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph 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.

OWNER'S POLICY

SCHEDULE A

Order Number	Policy Number	Date of Policy	Amount of Insurance	Premium Amount
3020506607-Z	72106-1135973	June 15, 2005 At 4:07PM	\$3,500,000.00	\$7,780.00

1. Name of Insured:

Michael J. Boran

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:

Michael J. Boran, a married person

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

See Exhibit "A" Attached

EXHIBIT "A"

PARCEL I:

Part of Sections 24 and 25, Township 4 South, Range 32 East, and Sections 19 and 30, Township 4 South, Range 33 East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point in the Southerly right of way fence of a County Road, said point being North 00°32'53" East 2618.34 feet along the Section line and North 89°59'48" East 1927.55 feet from the Southwest corner of said Section 24, and running thence along said right of way fence the following five (5) courses:

(1) North 89°59'48" East 148.00 feet; thence
(2) North 89°24'11" East 198.67 feet; thence
(3) North 79°15'11" East 402.03 feet; thence
(4) North 78°49'32" East 1368.54 feet; thence
(5) North 81°36'40" East 477.42 feet; thence
South 02°48'34" West 834.23 feet; thence South 30°55'57" West 426.05 feet; thence South 44°54'21" West 153.28 feet to an existing fence line; thence South 84°22'19" East 980.61 feet along said fence; thence South 89°34'22" East 144.22 feet to an existing North-South fence line; thence South 01°42'30" East 1579.45 feet along said fence; thence South 01°26'14" East 2304.88 feet along said fence line; thence South 01°30'06" East 110.13 feet along said fence to the Northerly right of way fence of a County Road; thence along said right of way fence line the following seven (7) courses:

(1) North 75°50'39" West 443.76 feet; thence
(2) North 74°29'47" West 1219.71 feet; thence
(3) North 84°26'23" West 323.64 feet; thence
(4) North 69°30'02" West 233.65 feet; thence
(5) North 64°24'30" West 620.55 feet; thence
(6) North 89°36'24" West 702.19 feet; thence
(7) South 81°43'25" West 42.49 feet; thence
North 00°27'58" East 4171.35 feet to the Point of Beginning.

AND Part of the Northwest Quarter of Section 25 and part of the Southwest Quarter of Section 24, Township 4 South, Range 32 East, Boise Meridian, Bingham County, Idaho, described as follows:

Beginning at the Southwest corner of said Section 24, and running thence North 00°32'53" East 210.00 feet along the Section line; thence North 89°53'17" East 1931.02 feet; thence South 00°27'58" West 210.00 feet to the North line of said Section 25; thence continuing South 00°27'58" West 941.42 feet; thence North 89°28'36" West 1932.54 feet to the West line of said Section 25; thence North 00°32'53" East 920.01 feet along said West line to the Point of Beginning.

AND part of the NW¼ of Section 25, Township 4 South, Range 32 East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point that is South 0°32'53" West 5302.36 feet along the Section line to the Northwest corner of Section 25 and South 0°32'53" West 920.01 feet to the Point of Beginning from the Northwest corner of Section 24 and running thence South 89°28'36" East 1932.54 feet; thence South 0°27'58" West 615.27 feet to the Northerly right-of-way fence of a County Road; thence following said fence the following five (5) courses (1) South 81°43'25" West 744.82 feet; thence (2) South 31°17'57" West 502.46 feet; thence (3) South 53°39'50" West 263.65 feet; thence (4) South 59°36'35" West 521.39 feet; thence (5) South 69°59'04" West 56.48 feet to the monumented Bureau of Reclamation right-of-way line; thence North 41°00'50" East 162.37 feet along said right-of-way line; thence South 67°19'32" West 349.70 feet along said right-of-way; thence South 76°17'38" West 13.97 feet along said right-of-way; thence North 0°32'53" East 1624.44 feet to the Point of Beginning.

PARCEL II:

Tract 1:

Part of the NE¼NE¼ of Section 26, Township 4 South, Range 32 East, Boise Meridian, Bingham County, Idaho, described as: Commencing at the NE corner of said Section 26 and running thence South 00°32'53" West 328.45 feet along section line; thence North 89°28'36" West 664.88 feet; thence North 01°03'58" East 328.46 feet; thence South 89°28'36" East 661.91 feet along the North line of said Section 26 to the Point of Beginning.

Tract 2:

Part of the NE¼NE¼ of Section 26, Township 4 South, Range 32 East, Boise Meridian, Bingham County, Idaho, described as: Beginning at a point that is North 89°28'36" West 661.91 feet along the Section line to the True Point of Beginning from the NE corner of said Section 26 and running thence South 01°03'58" West 328.46 feet; thence North 89°28'36" West 663.31 feet; thence North 01°03'58" East 328.47 feet; thence South 89°28'36" East 663.31 feet along the North line of said Section 26 to the Point of Beginning.

Tract 3:

Part of Section 26, Township 4 South, Range 32 East, Boise Meridian, Bingham County, Idaho, described as: Beginning at a point that is South 00°32'53" West 328.45 feet along the Section line to the Point of Beginning from the NE corner of Section 26 and running thence South 00°32'53" West 2216.00 feet to the monumented Bureau of Reclamation right-of-way line; thence South 76°17'38" West 221.61 feet along said right-of-way line to the Northerly right-of-way fence of a County Road; thence North 89°24'55" West 174.18 feet along said fence; thence South 80°18'38" West 264.58 feet along said fence to the monumented Bureau of Reclamation right-of-way line; thence South 89°37'03" West 1145.42 feet along said right-of-way line to the Northerly right-of-way fence of a County Road; thence along said right-of-way fence the following six (6) courses (1) North 87°40'11" West 143.39 feet; thence (2) North 88°50'14" West 561.72 feet; thence (3) North 53°20'44" West 115.52 feet; thence (4) North 00°11'21" East 546.83 feet; thence (5) North 56°11'16" East 256.70 feet; thence (6) North 16°10'45" East 169.69 feet to the monumented Bureau of Reclamation right-of-way line; thence North 49°20'46" East 424.73 feet along said right-of-way; thence North 41°37'41" West 168.0 feet along said right-of-way line; thence South 48°14'18" West 293.73 feet along said right-of-way line to the Easterly right-of-way fence of a County Road; thence following said right-of-way fence the following four (4) courses (1) North 05°14'03" West 199.67 feet; thence (2) South 89°46'17" East 958.92 feet; thence (3) North 55°28'37" East 90.03 feet; thence (4) North 01°04'04" East 939.57 feet; thence South 89°28'36" East 1328.20 feet to the Point of Beginning.

PARCEL III:

Part of the SW¼ of Section 24, Township 4 South, Range 32 East, Boise Meridian, Bingham County, Idaho, described as follows:

Beginning at a point that is North 00°32'53" East 210.00 feet along the Section line from the Southwest corner of said Section 24 and running thence North 00°32'53" East 2408.34 feet along said Section line to an existing East-West fence line; thence North 89°59'48" East 1927.55 feet along said east-west fence line; thence South 00°27'58" West 2404.65 feet; thence South 89°53'17" West 1931.02 feet to the Point of Beginning.

OWNER'S POLICY

Order No: 3020506607-Z
Policy No: 72106-1135973

SCHEDULE B PART I

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:

General Exceptions:

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
3. Easements, or claims of easement, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

SCHEDULE B PART II

Special Exceptions:

1. Taxes, including any assessments collected therewith, for the year 2005, which are a lien not yet payable.
2. Levies and assessments of the American Falls-Aberdeen Ground Water District, and the rights, powers and easements of said district as by law provided.
3. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
Granted to: Idaho Power Company.
Purpose: Public Utilities.
Recorded: April 4, 1947.
Instrument/File No. 1288. (S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 24 and NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 25-4S-32)

4. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
Granted to: Idaho Power Company.
Purpose: Public Utilities.
Recorded: October 13, 1948.
Instrument/File No. 7937. (SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 24-4S-32, NE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 26-4S-32; N $\frac{1}{2}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 25-4S-32)
5. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
Granted to: Idaho Power Co.
Purpose: Public Utilities.
Recorded: October 13, 1948 in Miscellaneous Book P.
Instrument/File No. 7938. (SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ of 24-4S-32, NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 25-4S-32)
6. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
Granted to: Idaho Power Company.
Purpose: Public Utilities.
Recorded: April 11, 1972, in Book 12.
Instrument/File No. 168948 of Official Records. (25 feet either side of Section line between Section 24-4S-32 and 19-4S-33)
7. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
Granted to: Idaho Power Company.
Purpose: Public Utilities.
Recorded: March 11, 1975, in Book 17.
Instrument/File No. 198965 of Official Records. (N $\frac{1}{2}$ 24-4S-32)
8. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
Granted to: Idaho Power Company.
Purpose: Public Utilities.
Recorded: February 29, 1980, in Book 43.
Instrument/File No. 263311 of Official Records. (W $\frac{1}{2}$ SW $\frac{1}{4}$ 25-4S-32)
9. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
Granted to: Idaho Power Company.
Purpose: Public Utilities.
Recorded: August 15, 1988.
Instrument/File No. 373833 of Official Records.
10. Right, title and interest of the Public in and to those portions of above described property falling within the bounds of roads and highways.
11. Any questions that may arise due to shifting or change of the line of high water of the American Falls Reservoir or the American Falls Reservoir Channel or due to the American Falls Reservoir or the American Falls Reservoir Channel having shifted or changed its line of high water.
12. "Any prohibition or limitation on the use, occupancy, or improvements of the land resulting from the rights of the public or riparian owners to use any water which may cover the land or to use any portion of the land which is now or may formerly have been covered by water."
13. Rights and easements in favor of the public over that part of the land covered by water.

14. The provisions contained in Special Warranty Water Rights Deed, Well Development and Maintenance Agreement and Well Development and Maintenance Easement.
Recorded: December 24, 1998.
Instrument No.: 472680 of Official Records.
15. The provisions contained in Agreement to Correct Deed, to Convey Water Rights, and to Convey Pump and Water Pipeline Easement and Warranty Deed.
Recorded: June 5, 2000.
Instrument No.: 490762 of Official Records.
Notice of Revocation of Personal License For Hunting and Fishing
Recorded: June 29, 2001
Instrument No.: 501701
Re-recorded: July 26, 2001
Instrument No.: 502601
16. The provisions contained in Well and Water Pipeline Easement Quit-Claim Deed.
Recorded: June 5, 2000.
Instrument No.: 490763 of Official Records.
As follows: The right to use jointly with GRANTOR that existing well, including the existing pump and all associated pipelines and other equipment, located in the NW¼SE¼SE¼ of Section 24, Township 4 South, Range 32 East, Boise Meridian for the purposes of diverting water under Water Right Numbers 35-07141, 35-07138, 35-00007 or 35-00047;

TOGETHER WITH the right to maintain, operate, repair and replace the above facilities and equipment jointly with GRANTOR for the purposes of diverting water under Water Right Numbers 35-07141, 35-07138, 35-00007 or 35-00047.
17. The provisions contained in Warranty Deed.
Recorded: April 4, 2001.
Instrument No.: 499140 of Official Records.
As follows: RESERVING UNTO the Grantors, their heirs, successors, assigns and designees the right to use, operate, maintain, repair, rehabilitate, improve or replace existing wells and springs on the Property for the purpose of diverting water into the natural stream and conveying the same for use under Water Right Number 35-11390, as that right may in the future be modified by license, permit, diligence or decree, including reasonable ingress and egress. The rights reserved to Grantors shall be exercised in a manner reasonable compatible with Grantee's use of water under Water Right Numbers 35-11392 and 35-11393 from the point of diversion which is currently approved for Water Right Numbers 35-11392 and 35-11393..
18. The provisions contained in Special Warranty Deed.
Recorded: June 29, 2001.
Instrument No.: 501702 of Official Records.
As follows: Grantor conveys only those water rights expressly described in a quitclaim deed delivered at the same time as this deed.

The Grantor reserves and excepts unto itself all minerals, coal, carbons, hydrocarbons, oil, gas, chemical elements and compounds whether in solid, liquid or gaseous form, and all steam and other forms of thermal energy on, in or under the above-described land (the "Mineral Estate"), provided that Grantor does not reserve the right to enter upon or use the surface or any part of the subject lands above a depth of 500 feet below the surface in connection with the mineral estate reserved by this instrument..

19. The provisions contained in Water Quitclaim Deed.
Recorded: July 26, 2001.
Instrument No.: 502600 of Official Records.
20. The provisions contained in Dam Water Level Agreement.
Recorded: August 20, 2001.
Instrument No.: 503376 of Official Records.
21. The provisions contained in Warranty Deed.
Recorded: March 30, 2004.
Instrument No.: 539180 of Official Records.
As follows: 50 foot access easement
22. Right, title and interest of the spouse of the party vested in title, if married and any matters which may appear against the spouse.
23. The community interest of the spouse of the vestee named herein at the date of acquiring title under the documents set forth herein. The official records disclose the vestee to be a married person, but do not disclose the name of the spouse.
Vestee: Michael J. Boran.
Document: Warranty Deed.
Recorded: June 15, 2005.
Instrument No.: 554604.

END OF SCHEDULE B

Countersigned:

Authorized Signature

WHILE THIS IS A REPRESENTATION
OF THE PROPERTY DESCRIBED HEREIN
THIS COMPANY ASSUMES NO LIABILITY
FOR VARIATIONS, IF ANY, WITH A SURVEY.

Mohr's Inc. 33
FEDERAL LAND BANK OF SPOKANE
7-REMOVED-7-INSKEEP ETAL
SD 6-27-83 336130
CONT 341040
bnd 4-5-99 2714174

T-1525

U S A
PRD 10-19-95
438174

JOHN E MITLER
WD 12-24-98 473042
CORR WD 1-6-99 473520
bnd 1-10-99 51162

T-1351
T-9607

T-1380
T-138426
51431

T-13522

T-9607

T-13030

JOHN E MITLER
WD 12-24-98 473042
CORR WD 1-6-99 473520

U S A
WD 7-3-26
51162

T-13417

T-9607

T-13030

JOHN E MITLER
WD 12-24-98 473042
CORR WD 1-6-99 473520

T-13028

PAIR 40-32 ERM

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

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

F 25
 9
 \$ 225 + Deed
RECEIVED

MAR 15 2005

DEPARTMENT OF
 WATER RESOURCES

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
35-28			35-8679		
- 29			- 8782		
- 2016			35-11390		
- 4271 B			35-13349		
- 8635 B					

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)

John L Miller

4. New Owner/Claimant(s)

NAPA, CA 94558

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

New Mailing Address

WALTER E. HARTMAN, SALLY J. HARTMAN

City, State and ZIP Code

970 CORTE LA CIENALA
CAMARILLO, CA 93010

New Telephone Number

805 642-0121

5. Date you acquired the property

OCT 9 2001

SUPPORT DATA
 IN FILE # 35-28

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)

W. E. Hartman
Dalley J. Hartman

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 *MC*
Receipted by *MC*
Processed by _____ AJ

Date *5-15-05*
Date *5-15-05*
Date _____

Fee *\$225.00/xx*
Receipt No. *0079147*
WR _____ Date _____

3020001654-J

When recorded return to--

REGISTERED TO RECORDER
BLACKFOOT, IDAHO

FEE 9.00 DEPT C

501702

2001 JUN 29 PH 4:26

Property no. 558-2407

RECORDED AT THE REQUEST OF
Alliance Title & Escrow Corp.

SPECIAL WARRANTY DEED

For value received CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, the Grantor, does hereby grant, bargain, sell, and convey unto CAPITAL LENDING, INC., a Nevada corporation, the Grantee, whose address is 1475 Terminal Way, STE E, Reno, NV 89502, the following premises, to wit:

«Detailed Legal» PART OF SECTIONS 24 AND 25, TOWNSHIP 4 SOUTH, RANGE 32 EAST, AND SECTIONS 19 AND 30, TOWNSHIP 4 SOUTH, RANGE 33 EAST, BOISE MERIDIAN, BINGHAM COUNTY, IDAHO, DESCRIBED AS:

BEGINNING AT A POINT IN THE SOUTHERLY RIGHT OF WAY FENCE OF A COUNTY ROAD, SAID POINT BEING NORTH 00°32'53" EAST 2618.34 FEET ALONG THE SECTION LINE AND NORTH 89°59'48" EAST 1927.55 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 24, AND RUNNING THENCE ALONG SAID RIGHT OF WAY FENCE THE FOLLOWING FIVE (5) COURSES:

- (1) NORTH 89°59'48" EAST 148.00 FEET; THENCE
- (2) NORTH 89°24'11" EAST 198.67 FEET; THENCE
- (3) NORTH 79°15'11" EAST 402.03 FEET; THENCE
- (4) NORTH 78°49'32" EAST 1368.54 FEET; THENCE
- (5) NORTH 81°36'40" EAST 477.42 FEET; THENCE

SOUTH 02°48'34" WEST 834.23 FEET; THENCE SOUTH 30°55'57" WEST 426.05 FEET; THENCE SOUTH 44°54'21" WEST 153.28 FEET TO AN EXISTING FENCE LINE; THENCE SOUTH 84°22'19" EAST 980.61 FEET ALONG SAID FENCE; THENCE SOUTH 89°34'22" EAST 144.22 FEET TO AN EXISTING NORTH-SOUTH FENCE LINE; THENCE SOUTH 01°42'30" EAST 1579.45 FEET ALONG SAID FENCE; THENCE SOUTH 01°26'14" EAST 2304.88 FEET ALONG SAID FENCE LINE; THENCE SOUTH 01°30'06" EAST 110.13 FEET ALONG SAID FENCE TO THE NORTHERLY RIGHT OF WAY FENCE OF A COUNTY ROAD; THENCE ALONG SAID RIGHT OF WAY FENCE LINE THE FOLLOWING SEVEN (7) COURSES:

- (1) NORTH 75°50'39" WEST 443.76 FEET; THENCE
- (2) NORTH 74°29'47" WEST 1219.71 FEET; THENCE
- (3) NORTH 84°26'23" WEST 323.64 FEET; THENCE
- (4) NORTH 69°30'02" WEST 233.65 FEET; THENCE
- (5) NORTH 64°24'30" WEST 620.55 FEET; THENCE
- (6) NORTH 89°36'24" WEST 702.19 FEET; THENCE
- (7) SOUTH 81°43'25" WEST 42.49 FEET; THENCE

NORTH 00°27'58" EAST 4171.35 FEET TO THE POINT OF BEGINNING.

ALSO PART OF THE SW¼ OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 32 EAST, BOISE MERIDIAN, BINGHAM COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS NORTH 00°32'53" EAST 210.00 FEET
ALONG THE SECTION LINE FROM THE SOUTHWEST CORNER OF SAID
SECTION 24 AND RUNNING THENCE NORTH 00°32'53" EAST 2408.34 FEET
ALONG SAID SECTION LINE TO AN EXISTING EAST-WEST FENCE LINE;
THENCE NORTH 89°59'48" EAST 1927.55 FEET ALONG SAID EAST-WEST
FENCE LINE; THENCE SOUTH 00°27'58" WEST 2404.65 FEET; THENCE
SOUTH 89°53'17" WEST 1931.02 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances there unto
belonging or in any wise appertaining, except that Grantor conveys only those water rights expressly
described in a quitclaim deed delivered at the same time as this deed..

SUBJECT TO all of the following--zoning and building ordinances, easements, rights, rights-of-way,
reservations, reservations in patents, conditions, restrictions, covenants and taxes and assessments—
whether of record or enforceable at law or in equity..

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its
successors and assigns forever.

The Grantor reserves and excepts unto itself all minerals, coal, carbons, hydrocarbons, oil, gas, chemical
elements and compounds whether in solid, liquid or gaseous form, and all steam and other forms of
thermal energy on, in or under the above-described land (the "Mineral Estate"), provided that Grantor
does not reserve the right to enter upon or use the surface or any part of the subject lands above a depth of
500 feet below the surface in connection with the mineral estate reserved by this instrument.

And the said Grantor does hereby covenant unto the said Grantee to defend the title to the within
described property but only against all claiming by through or under it, and against acts of itself.

DATED: this 28th day of June, 2001.



CORPORATION OF THE PRESIDING BISHOP OF
THE CHURCH OF JESUS CHRIST OF LATTER-DAY
SAINTS, a Utah corporation sole

By: [Signature]
Its: Authorized Agent

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On this 28 day of June, 2001, personally appeared before me Edwin
J. Pond, personally known to me to be the Authorized Agent of the Corporation of the
Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah Corporation Sole, who

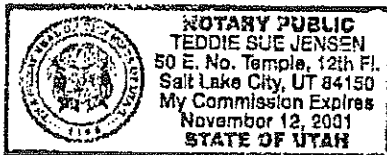
acknowledged to me that he signed the foregoing instrument as Authorized Agent for said Corporation,
that the seal impressed on the within instrument is the seal of said Corporation, and the said
Edwin J. Pond acknowledged to me that the said Corporation executed the same.

Teddie Sue Jensen
Notary Public

My commission expires: 11/12/01

Residing at: Salt Lake County

IDARO SPECIAL WARRANTY DEED TO CAPITAL LENDING_V1.DOC



501702

accomodat
A.P. No. 0000-07-100-010
Escrow No. 2001-50094-KK
R.P.T.T. \$-0-

WHEN RECORDED MAIL TO:

Hartman, Walter

*1694 Eastman Ave.
Ventura, CA 93003*

504960

MAIL TAX STATEMENT TO:

Hartman, Walter

*1694 Eastman Ave.
Ventura, CA 93003*

THIS INSTRUMENT IS BEING RECORDED AS AN
ACCOMMODATION ONLY. NO LIABILITY, EXPRESS
OR IMPLIED, IS ASSUMED AS TO ITS REGULARITY
OR SUFFICIENCY NOR AS TO ITS AFFECT, IF ANY,
UPON TITLE TO ANY REAL PROPERTY DESCRIBED THEREIN.
FIRST AMERICAN TITLE COMPANY OF NEVADA

GRANT, BARGAIN and SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Capital Lending, Inc.

do(es) hereby GRANT BARGAIN and SELL to

Walter E. Hartman and Sally J. Hartman, husband and wife as Joint Tenants with rights of survivorship
and not tenants in common as to an undivided 50% interest and Capital Lending,
Inc., as to an undivided 50% interest
the real property situated in ;

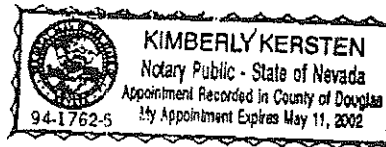
See Exhibit's "A" for legal description

TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any,
thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

Date 10/5/01

Capital Lending, Inc.

By: *Glenn Hartman*
Glenn Hartman



State of Nevada
County of Douglas

This instrument was acknowledged before me on 10/5/01, by

Glenn Hartman
[Signature]
Notarial Officer

THIS INSTRUMENT IS BEING RECORDED AS AN
ACCOMMODATION ONLY. NO LIABILITY, EXPRESS
OR IMPLIED, IS ASSUMED AS TO ITS REGULARITY
OR SUFFICIENCY NOR AS TO ITS AFFECT, IF ANY,
UPON TITLE TO ANY REAL PROPERTY DESCRIBED THEREIN.
FIRST AMERICAN TITLE COMPANY OF NEVADA

EXHIBIT "A"

Part of Sections 24 and 25, Township 4 South, Range 33 East, and Sections 19 and 30, Township 4 South, Range 33 East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point in the Southerly right of way fence of a County Road, said point being North $00^{\circ}32'53''$ East 2618.34 feet along the Section line and North $89^{\circ}59'48''$ East 1927.55 feet from the Southwest corner of said Section 24, and running thence along said right of way fence the following five (5) courses:

- (1) North $89^{\circ}59'48''$ East 148.00 feet; thence
- (2) North $89^{\circ}34'11''$ East 198.67 feet; thence
- (3) North $79^{\circ}16'11''$ East 402.03 feet; thence
- (4) North $78^{\circ}49'32''$ East 1368.54 feet; thence
- (5) North $81^{\circ}36'40''$ East 477.42 feet; thence South $02^{\circ}18'34''$ West 834.23 feet; thence South $30^{\circ}55'57''$ West 426.05 feet; thence South $44^{\circ}54'21''$ West 153.28 feet to an existing fence line; thence South $84^{\circ}22'19''$ East 980.61 feet along said fence; thence South $89^{\circ}34'22''$ East 144.23 feet to an existing North-South fence line; thence South $01^{\circ}12'30''$ East 1379.45 feet along said fence; thence South $01^{\circ}26'14''$ East 2304.88 feet along said fence line; thence South $01^{\circ}30'06''$ East 110.13 feet along said fence to the Northerly right of way fence of a County Road; thence along said right of way fence line the following seven (7) courses:

- (1) North $75^{\circ}50'39''$ West 443.76 feet; thence
- (2) North $74^{\circ}29'47''$ West 1219.71 feet; thence
- (3) North $84^{\circ}26'23''$ West 323.64 feet; thence
- (4) North $69^{\circ}30'02''$ West 233.65 feet; thence
- (5) North $64^{\circ}24'30''$ West 620.55 feet; thence
- (6) North $89^{\circ}36'24''$ West 702.19 feet; thence
- (7) South $81^{\circ}43'25''$ West 42.49 feet; thence North $00^{\circ}27'58''$ East 4171.35 feet to the Point of Beginning.

ALSO part of the SW $\frac{1}{4}$ of Section 24, Township 4 South, Range 33 East, Boise Meridian, Bingham County, Idaho, described as follows:

Beginning at a point that is North $00^{\circ}32'53''$ East 210.00 feet along the Section line from the Southwest corner of said Section 24 and running thence North $00^{\circ}32'53''$ East 2408.34 feet along said Section line to an existing East-West fence line; thence South $00^{\circ}27'58''$ West 2404.65 feet; thence South $89^{\circ}53'17''$ West 1931.01 feet to the Point of Beginning.

504860

539179

FIRST AMERICAN TITLE COMPANY
MONTANA DEEDBINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO

REC. 9- SEP C

For Value Received CAPITAL LENDING, INC.

2004 MAR 30 PM 5:04

do hereby convey, release, remise and forever quit claim unto

HARTMAN RANCH, LLC, a Wyoming Limited Liability Company
RECORDED AT THE REQUEST OF

whose address is: PO Box 3403, Ventura, CA 93006

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

Tract 1:

Part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 26, Township 4 South, Range 32 E.B.M., Bingham County, Idaho described as: Commencing at the NE corner of said Section 26 and running thence S. 00°32'53" W. 328.45 feet along section line; thence N. 89°28'36" W. 664.88 feet; thence N. 01°03'58" E. 328.46 feet; thence S. 89°28'36" E. 661.91 feet along the North line of said Section 26 to the Point of Beginning.

Tract 2:

Part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 26, Township 4 South, Range 32 E.B.M., Bingham County, Idaho described as: Beginning at a point that is N. 89°28'36" W. 661.91 feet along the section line to the True Point of Beginning from the NE corner of said Section 26 and running thence S. 01°03'58" W. 328.46 feet; thence N. 89°28'36" W. 663.31 feet; thence N. 01°03'58" E. 328.47 feet; thence S. 89°28'36" E. 663.31 feet along the North line of said Section 26 to the Point of Beginning.

Tract 3:

Part of Section 26, Township 4 South, Range 32 E.B.M., Bingham County, Idaho described as: Beginning at a point that is S. 00°32'53" W. 328.45 feet along the section line to the Point of Beginning from the NE corner of Section 26 and running thence S. 00°32'53" W. 2216.00 feet to the monumented Bureau of Reclamation right-of-way line; thence S. 76°17'38" W. 221.61 feet along said right-of-way line to the Northerly right-of-way fence of a county road; thence N. 89°24'55" W. 174.18 feet along said fence; thence S. 80°18'38" W. 264.58 feet along said fence to the monumented Bureau of Reclamation right-of-way line; thence S. 89°37'03" W. 1145.42 feet along said right-of-way line to the Northerly right-of-way fence of a county road; thence along said right-of-way fence the following six (6) courses (1) N. 87°40'11" W. 143.39 feet; thence (2) N. 88°50'14" W. 561.72 feet; thence (3) N. 53°20'44" W. 115.52 feet; thence (4) N. 00°11'21" E. 546.83 feet; thence (5) N. 56°11'16" E. 256.70 feet; thence (6) N. 16°10'45" E. 169.69 feet to the monumented Bureau of Reclamation right-of-way line; thence N. 49°20'46" E. 424.73 feet along said right-of-way; thence N. 41°37'41" W. 168.00 feet along said right-of-way line; thence S. 48°14'18" W. 293.73 feet along said right-of-way line to the easterly right-of-way fence of a county road; thence following said right-of-way fence the following four (4) courses (1) N. 05°14'03" W. 199.67 feet; thence (2) S. 89°48'17" E. 958.92 feet; thence (3) N. 55°28'37" E. 90.03 feet; thence (4) N. 01°04'04" E. 939.57 feet; thence S. 89°28'36" E. 1328.20 feet to the point of beginning.

Tract 4:

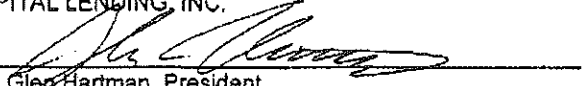
A 50 foot access easement 25 feet each side of the following described centerline: Beginning at a point that is N. 89°28'36" W. 661.91 feet along the section line and S. 01°03'58" W. 78.78 feet to the Point of Beginning from the NE corner of Section 26, Township 4 South, Range 32 E.B.M., Bingham County, Idaho, and running thence S. 56°58'39" W. 36.90 feet; thence S. 32°49'50" W. 407.83 feet; thence S. 14°03'53" W. 292.35 feet; thence S. 69°07'37" W. 229.45 feet; thence S. 20°57'19" W. 143.87 feet; thence S. 06°48'15" E. 179.28 feet; thence S. 35°11'34" W. 118.28 feet; thence S. 55°28'37" W. 81.60 feet; thence N. 89°46'17" W. 964.35 feet to a county road right-of-way and the Point of Terminus.

together with its appurtenances.

This conveyance is being recorded to extinguish any rights in the right of first refusal recorded August 20, 2001 as Instrument No. 503377, records of Bingham County, Idaho.

Dated: December 18, 2003

CAPITAL LENDING, INC.

By: 

Glen Hartman, President

STATE OF *California*)
COUNTY OF *Santa Barbara*) ss.

On this 18 day of December, in the year of 2003 before me, the undersigned, personally appeared GLEN HARTMAN, known or identified to me to be the president of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

California Notarial
Loose Certificate
Attached

Notary Public of
Residing at: *1030 State St. Santa Barbara CA 93101*
Commission Expires: *March 12, 2003*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Barbara } ss.

On 12-18-03 before me, Karla Trink, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Glenn Hartman
Number(s) of Signer(s)

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Karla Trink
Signature of Notary Public

539179

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Quit Claim Deed

Document Date: 12-18-03 Number of Pages: 2 pgs

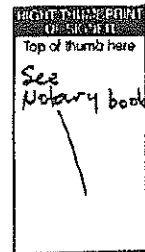
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: Glenn Hartman

- ☐ Individual
☒ Corporate Officer — Title(s): President
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: Capital Lending Inc



FIRST AMERICAN TITLE COMPANY
848566

539180

BINHAM COUNTY RECORDER
BLACKFOOT, IDAHO
FEE 6 DEP c

WARRANTY DEED

2004 MAR 30 PM 5:04

For Value Received JOHN L. MILLER AND LINDA S. MILLER, HUSBAND AND WIFE
RECORDED AT THE REQUEST OF

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

FIRST AMERICAN TITLE COMPANY

HARTMAN RANCH LLC, A WYOMING LIMITED LIABILITY CO.

whose address is: PO Box 3403, Ventura, CA 93006

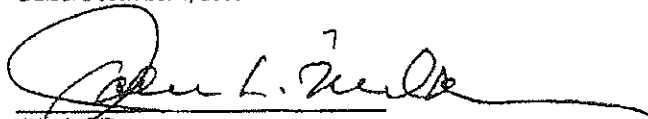
Hereinafter called the Grantee, the following described premises situated in Bingham County, Idaho, to-wit:

SEE ATTACHED LEGAL DESCRIPTION

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

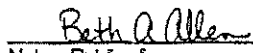
Dated: December 1, 2003

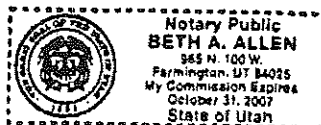

John L. Miller


Linda S. Miller

STATE OF Utah)
COUNTY OF Salt Lake) ss

On this 18 day of December, 2003, before me, the undersigned Notary Public, personally appeared John L. Miller and Linda S. Miller, known or identified to me to be the persons who subscribed the within instrument and acknowledged to me that they executed the same.


Notary Public of
Residing at 965 N 100W Farmington, UT 84025
Commission Expires: Oct 31, 2007



Tract 1:

Part of the NE¼NE¼ of Section 26, Township 4 South, Range 32 E.B.M., Bingham County, Idaho described as: Commencing at the NE corner of said Section 26 and running thence S. 00°32'53" W. 328.45 feet along section line; thence N. 89°28'36" W. 664.88 feet; thence N. 01°03'58" E. 328.46 feet; thence S. 89°28'36" E. 661.91 feet along the North line of said Section 26 to the Point of Beginning.

Tract 2:

Part of the NE¼NE¼ of Section 26, Township 4 South, Range 32 E.B.M., Bingham County, Idaho described as: Beginning at a point that is N. 89°28'36" W. 661.91 feet along the section line to the True Point of Beginning from the NE corner of said Section 26 and running thence S. 01°03'58" W. 328.46 feet; thence N. 89°28'36" W. 663.31 feet; thence N. 01°03'58" E. 328.47 feet; thence S. 89°28'36" E. 663.31 feet along the North line of said Section 26 to the Point of Beginning.

Tract 3:

Part of Section 26, Township 4 South, Range 32 E.B.M., Bingham County, Idaho described as : Beginning at a point that is S. 00°32'53" W. 328.45 feet along the section line to the Point of Beginning from the NE corner of Section 26 and running thence S. 00°32'53" W. 2216.00 feet to the monumented Bureau of Reclamation right-of-way line; thence S. 76°17'38" W. 221.61 feet along said right-of-way line to the Northerly right-of-way fence of a county road; thence N. 89°24'55" W. 174.18 feet along said fence ; thence S. 80°18'38" W. 264.58 feet along said fence to the monumented Bureau of Reclamation right-of-way line; thence S. 89°37'03" W. 1145.42 feet along said right-of-way line to the Northerly right-of-way fence of a county road; thence along said right-of-way fence the following six (6) courses (1) N. 87°40'11" W. 143.39 feet; thence (2) N. 88°50'14" W. 561.72 feet; thence (3) N. 53°20'44" W. 115.52 feet; thence (4) N. 00°11'21" E. 546.83 feet; thence (5) N. 56°11'16" E. 256.70 feet; thence (6) N. 16°10'45" E. 169.69 feet to the monumented Bureau of Reclamation right-of-way line; thence N. 49°20'46" E. 424.73 feet along said right-of-way; thence N. 41°37'41" W. 168.00 feet along said right-of-way line; thence S. 48°14'18" W. 293.73 feet along said right-of-way line to the easterly right-of-way fence of a county road; thence following said right-of-way fence the following four (4) courses (1) N. 05°14'03" W. 199.67 feet; thence (2) S. 89°46'17" E. 958.92 feet; thence (3) N. 55°28'37" E. 90.03 feet; thence (4) N. 01°04'04" E. 939.57 feet; thence S. 89°28'36" E. 1328.20 feet to the point of beginng.

Tract 4:

A 50 foot access easement 25 feet each side of the following described centerline: Beginning at a point that is N. 89°28'36" W. 661.91 feet along the section line and S. 01°03'58" W. 78.78 feet to the Point of Beginning from the NE corner of Section 26, Township 4 South, Range 32 E.B.M., Bingham County, Idaho, and running thence S. 56°58'39" W. 36.90 feet; thence S. 32°49'50" W. 407.83 feet; thence S. 14°03'53" W. 292.35 feet; thence S. 69°07'37" W. 229.45 feet; thence S. 20°57'19" W. 143.87 feet; thence S. 06°48'15" E. 179.28 feet; thence S. 35°11'34" W. 118.28 feet; thence S. 55°28'37" W. 81.60 feet; thence N. 89°46'17" W. 964.35 feet to a county road right-of-way and the Point of Terminus.

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