

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

RECEIVED
APR 29 2004
 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
25-7546					

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) Jerry L. Parker
PO Box 358, Ririe ID 83443
4. New Owner/Claimant(s) Russell Schwendiman Malissa Schwendiman
 Name Connector (Check one): ☒ and, ☐ or, ☐ and/or
- New Mailing Address PO Box 608
- City, State and ZIP Code Ririe ID 83443
- New Telephone Number (208) 538-7493
5. Date you acquired the property 06/08/2000

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)

Russell Schumacher
Maissa Schumacher

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 JG Date 4-20-04 Fee \$ 25 -
 Receipted by JG Date 4-20-04 Receipt No. E021741
 Processed by _____ AJ Date _____ WR _____ Date _____

RECEIVED

JUN 28 2005

Department of Water Resources
Eastern Region



TICOR TITLE INSURANCE

Policy No. 74107-

Policy of Title Insurance

American Land
Title Association
Loan Policy
(10-17-92)

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

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title.
4. Lack of a right of access to and from the land;
5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage;
7. Lack of priority of the lien of the insured mortgage over any statutory lien for services, labor or material;

- (a) arising from an improvement or work related to the land which is contracted for or commenced prior to Date of Policy; or
- (b) arising from an improvement or work related to the land which is contracted for or commenced subsequent to Date of Policy and which is financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance;

8. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

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

This policy shall not be valid or binding until countersigned below by an authorized signatory of the Company.

Issued by:
BONNEVILLE LAND & TITLE CO.
497 N. CAPITAL AVENUE, SUITE 100
IDAHO FALLS ID 83402
(208) 524-6600

TICOR TITLE INSURANCE COMPANY

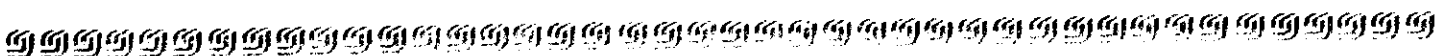
By:

President

ATTEST

Secretary

Authorized Signatory



LOAN

SCHEDULE A

OK MF

gc

OFFICE FILE NUMBER	POLICY NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE	PREMIUM AMOUNT
T-19743b	74107 403113	10/31/03	\$4,801,735.00	\$10,384.00
		4:52 pm		

1. Name of Insured:

IDAHO AGCREDIT, FLCA

2. The estate or interest in the land which is encumbered by the insured mortgage is:
TRACTS 1 and 2: Fee Simple

TRACT 2A: A 20 foot easement for a right to install, operate and maintain a buried pipeline as described in that certain Warranty Deed, dated July 24, 2003, and recorded as Instrument No. 1122680 on July 30, 2003 at 2:37 p.m., records of Bonneville County, Idaho.

TRACT 2B: A 20 foot railroad easement as described in that certain License Agreement, dated November 14, 2003, and recorded as Instrument No. 1146252, records of Bonneville County, Idaho.

TRACT 3: A pipeline easement as described in that certain Easement Agreement, dated September 22, 2003, and recorded as Instrument No. 1129382 on September 25, 2003, at 3:35 p.m., records of Bonneville County, Idaho.

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

RUSSELL SCHWENDIMAN and MALISSA SCHWENDIMAN a.k.a. MALISA SCHWENDIMAN, husband and wife

4. The insured mortgage and assignments thereof, if any, are described as follows:

Real Estate Mortgage given by RUSSELL SCHWENDIMAN and MALISSA SCHWENDIMAN a.k.a. MALISA SCHWENDIMAN, husband and wife to IDAHO AGCREDIT, FLCA, dated September 24, 2003 and recorded as Instrument No. 1133946 on October 31, 2003 at 4:52 pm, given to secure the payment of \$4,801,735.00 and interest (and future advances if provided for in the Mortgage), due November 1, 2033, records of Bonneville County, Idaho.

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

TRACT 1:

LOAN

SCHEDULE A

Township 2 North, Range 39 East of the Boise Meridian, Bonneville County Idaho.

- Legon 1
Mortgage
P/F*
- Section 2: Government Lot 4
SW1/4 NW1/4
W1/2 SW1/4
SE1/4 SW1/4
- Section 3: Government Lots 1, 2, 3, and 4
S1/2 N1/2
SW1/4 less the West 1122 feet
SE1/4
- Section 4: Government Lots 1, 2, and 3
S1/2 NE1/4
SE1/4 NW1/4
NE1/4 SW1/4
N1/2 SE1/4
SE1/4 SE1/4
- Section 9: E1/2 NE1/4
- Section 10: W1/2 NW1/4
- Section 11: N1/2 NW1/4

Township 3 North, Range 39 East of the Boise Meridian, Bonneville County, Idaho.

- Section 21: The South 709.5 feet of the SE1/4, together with and including that certain cellar located on the following described property: Beginning at the Southwest Corner of the Southeast Quarter of said Section 21; running thence North 709.5 feet along the West line of said Southeast Quarter; thence East 709.5 feet; thence South 709.5 feet; thence West along the South line of the Southeast Quarter 709.5 feet to the point of beginning.
- Section 22: The South 709.5 feet.
- Section 27: All
- Section 28: All
- Section 32: N1/2 NE1/4
NE1/4 NW1/4
- Section 33: All

LOAN

SCHEDULE A

Section 34: All

Section 35: W1/2 SW1/4 SW1/4

TRACT 2:

Beginning at the Northwest Corner of Section 21, Township 3 North, Range 39 East of the Boise Meridian, Bonneville County, Idaho, running thence S89°59'07"E along the North line of Section 21, 2628.88 feet to the North Quarter Corner of said Section 21; thence S00°25'24"W along the North-South Centerline of Section 21, 920.00 feet to the TRUE POINT OF BEGINNING; thence S00°25'24"W along the North-South Centerline of said Section 21, 229.84 feet to a point on a curve right which falls on the Northerly right of way line of the Old Oregon Short Line Railroad; Delta = 02°48'29", Radius = 5692.03 feet, Arc = 278.97 feet, Tangent = 139.51 feet for a Chord distance of 278.94 feet and a Chord Bearing of S60°55'28"W; thence N27°40'21"W 22.00 feet; thence N40°52'57"E 140.78 feet; thence N34°20'00"E 290.00 feet to the TRUE POINT OF BEGINNING.

TRACT 2A:

A 20 foot easement for a right to install, operate and maintain a buried pipeline as described in that certain Warranty Deed, dated July 24, 2003 and recorded as Instrument No. 1122680 on July 30, 2003, at 2:37 p.m., records of Bonneville County, Idaho.

TRACT 2B:

A 20 foot wide railroad easement as described in that certain License Agreement, dated November 14, 2003 and recorded as Instrument No. 1146252 on March 18, 2004, at 1:07 p.m., records of Bonneville County, Idaho.

TRACT 3:

A pipeline easement as described in that certain Easement Agreement, dated September 22, 2003, and recorded as Instrument No. 1129382 on September 25, 2003, at 3:35 p.m., records of Bonneville County, Idaho.

LOAN

SCHEDULE B

Page 1

Policy Number: 72107 403113

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 easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the 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.

Special Exceptions:

1. Taxes for the year 2002 and all prior taxes have been paid.
(Tax No. RP02N39E023001 \$49.98 full year, 2002; affects Government Lot 4, SW1/4 NW1/4 of Section 2 - Tract 1).
(Tax No. RP02N39E025401 \$7.80 full year, 2002; affects NW1/4 SW1/4 of Section 2 - Tract 1).
(Tax No. RP02N39E026601 \$25.76 full year, 2002; affects S1/2 SW1/4 of Section 2 - Tract 1).
(Tax No. RP02N39E030002 \$111.82 full year, 2002; affects Government Lots 1 and 2, S1/2 NE1/4, NE1/4 SE1/4 of Section 3 - Tract 1).
(Tax No. RP02N39E032401 \$120.52 full year, 2002; affects Government Lots 3 and 4, S1/2 NW1/4 of Section 3 - Tract 1).
(Tax No. RP02N39E034801 \$33.56 full year, 2002; affects 26 A. S1/2 of Section 3 - Tract 1).
(Tax No. RP02N39E034808 \$25.38 full year, 2002; affects 34 A. E1/2 SW1/4 of Section 3 - Tract 1).
(Tax No. RP02N39E034818 \$43.64 full year, 2002; affects 34 A. Center W1/2 SW1/4 of Section 3 - Tract 1).
(Tax No. RP02N39E037801 \$33.88 full year, 2002; affects 36 A. E1/2 W1/2 SE1/4 of Section 3 - Tract 1).
(Tax No. RP02N39E037811 \$54.20 full year, 2002; affects 42 A. SE1/4 of Section 3 - Tract 1).
(Tax No. RP02N39E039001 \$30.06 full year, 2002; affects SE1/4 SE1/4 of Section 3 - Tract 1).
(Tax No. RP02N39E040002 \$306.38 full year, 2002; affects Government Lots 1 and 2, S1/2 NE1/4, E1/2 SE1/4 of Section 4 - Tract 1).
(Tax No. RP02N39E042401 \$164.20 full year, 2002; affects Government Lot 3, SE1/4 NW1/4, NE1/4 SW1/4, NW1/4 SE1/4 of Section 4 - Tract 1).
(Tax No. RP02N39E090002 \$57.70 full year, 2002; affects E1/2 NE1/4 of Section 9 - Tract 1).
(Tax No. RP02N39E103001 \$17.02 full year, 2002; affects W1/2 NW1/4 of Section 10 - Tract 1).

LOAN

SCHEDULE B

Page 2

Policy Number: 72107 403113

(Tax No. RP02N39E112402 \$47.16 full year, 2002; affects N1/2 NW1/4 of Section 11 - Tract 1).
(Tax No. RP03N39E219288 \$842.54 full year, 2002; affects the South 709.5 feet of the SE1/4 of Section 21 - Tract 1).
(Tax No. RP03N39E226888 \$9.30 full year, 2002; affects 43.02 A. S1/2 S1/2 SW1/4 of Section 22 - Tract 1).
(Tax No. RP03N39E229289 \$9.10 full year, 2002; affects 43.02 A. S1/2 S1/2 SE1/4 of Section 22 - Tract 1).
(Tax No. RP03N39E270002 \$1,281.72 full year, 2002; affects E1/2 of Section 27 - Tract 1).
(Tax No. RP03N39E272401 \$1,165.46 full year, 2002; affects NW1/4, S1/2 SW1/4, NE1/4 SW1/4 of Section 27 - Tract 1).
(Tax No. RP03N39E275401 \$148.84 full year, 2002; affects NW1/4 SW1/4 of Section 27 - Tract 1).
(Tax No. RP03N39E280002 \$2,543.60 full year, 2002; affects All of Section 28 - Tract 1).
(Tax No. RP03N39E320002 \$27.82 full year, 2002; affects N1/2 NE1/4, NE1/4 NW1/4 of Section 32 - Tract 1).
(Tax No. RP03N39E330002 \$29.46 full year, 2002; affects E1/2 NE1/4 of Section 33 - Tract 1).
(Tax No. RP03N39E330601 \$71.30 full year, 2002; affects W1/2 NE1/4, E1/2 NW1/4 of Section 33 - Tract 1).
(Tax No. RP03N39E333002 \$102.06 full year, 2002; affects W1/2 W1/2 of Section 33 - Tract 1).
(Tax No. RP03N39E337201 \$90.66 full year, 2002; affects E1/2 SE1/4 of Section 33 - Tract 1).
(Tax No. RP03N39E337801 \$40.60 full year, 2002; affects W1/2 SE1/4, E1/2 SW1/4 of Section 33 - Tract 1).
(Tax No. RP03N39E340002 \$112.08 full year, 2002; affects NE1/4, W1/2 SE1/4 of Section 34 - Tract 1).
(Tax No. RP03N39E342401 \$184.26 full year, 2002; affects W1/2 of Section 34 - Tract 1).
(Tax No. RP03N39E347201 \$20.56 full year, 2002; affects E1/2 SE1/4 of Section 34 - Tract 1).
(Tax No. RP03N39E356013 \$4.66 full year, 2002; affects W1/2 SW1/4 SW1/4 of Section 35 - Tract 1).
(Tax No. RP03N39E210622 \$144.54 full year, 2002; affects 61.117 A. N1/2 of Section 21 - Tract 2 and additional property).

Taxes for the year 2003 are an accruing lien, not yet due or payable.

2. Easement Interest Only:

Taxes for the year 2002 and all prior taxes have been paid.

(Tax No. RP03N39E214202 \$347.56 full year, 2002; affects Tract 2A and additional property).

(Tax No. RP03N39E214442 \$275.18 full year, 2002; affects Tract 2B, 3 and additional property).

Taxes for the year 2003 are an accruing lien, not yet due or payable.

3. Liens and assessments of the Progressive Irrigation District: assessments for the year 2003 and all prior assessments have been paid current. There are no delinquencies of record. (Affects Sections 33 and 34 of Tract 1)

4. Reservation relating to an undivided one-half interest in all oil, gas, and other minerals beneath the surface, with the rights of ingress and egress at all times for the purposes of mining, drilling, and exploring said land, for oil, gas, and other minerals, and removing the same therefrom, and any and all

LOAN

SCHEDULE B

Page 3

Policy Number: 72107 403113

OK rights and privileges necessary, incident to, or convenient for the economical operation of said land for such purpose as described in that certain Quitclaim Deed with THE UNION CENTRAL LIFE INSURANCE COMPANY, an Ohio Corporation, as Grantor(s), and H.D. SPENCER, as Grantee(s), dated December 22, 1934, and recorded in Book 33 at Page 589 of Deed Records, records of Bonneville County, Idaho. (Affects Sections 27 and 28 - Tract 1)

NOTICE OF INTENT TO PRESERVE MINERAL RIGHTS dated December 30, 2002, and recorded as Instrument No. 1100169 on January 10, 2003 at 10:06 am, records of Bonneville County, Idaho.

- OK 5. Reservation relating to an undivided one-half interest in all oil, gas, and other minerals beneath the surface, with the rights of ingress and egress at all times for the purposes of mining, drilling, and exploring said land, for oil, gas, and other minerals, and removing the same therefrom, and any and all rights and privileges necessary, incident to, or convenient for the economical operation of said land for such purpose as described in that certain Warranty Deed with THE UNION CENTRAL LIFE INSURANCE COMPANY, an Ohio Corporation, as Grantor(s), and J.A. COOPER, as Grantee(s), dated May 27, 1936, and recorded in Book 36 at Page 354 of Deed Records, records of Bonneville County, Idaho. (Affects Section 3 - Tract 1)

NOTICE OF INTENT TO PRESERVE MINERAL RIGHTS dated December 30, 2002, and recorded as Instrument No. 1100169 on January 10, 2003 at 10:06 am, records of Bonneville County, Idaho.

- OK 6. Transmission Line Easement recorded in Book 14 at Page 336 and Book 14 at Page 373 of Leases and Contracts, respectively, records of Bonneville County, Idaho. (Affects Section 32 - Tract 1)

- OK 7. The effect, if any, of that certain Easement given by ORVAL E. AVERY and LUCILLE W. AVERY, grantors, to JOHN O. AVERY and BETTY RAE AVERY, Grantees, recorded as Instrument No. 520445 on July 4, 1977 at 1:54 pm, records of Bonneville County, Idaho. (May affect Tracts 2 and 2A, unable to plat)

- OK 8. Reservation relating to all oil and gas reserves, including any hydrocarbon, geothermal rights and mineral rights as described in that certain Warranty Deed with ROY L. COOPER and BETTY B. COOPER, husband and wife, as Grantor(s), and E. BUD JOHNSON, as Grantee(s), dated December 1977, and recorded as Instrument No. 531335 on December 19, 1977, records of Bonneville County, Idaho. (Affects Sections 2 and 3 - Tract 1)

- OK 9. Easement given by ORVAL AVERY and LUCILE AVERY, his wife, Grantors, to UTAH POWER & LIGHT COMPANY, a Corporation, Grantee, dated August 12, 1982, and recorded as Instrument No. 629118 on August 25, 1982 at 8:24 am, records of Bonneville County, Idaho. (Affects Tract 6)

10. Reservation relating to an undivided one-half interest in and to any and all oil, gas, and other mineral rights as described in that certain Warranty Deed with E. BUD JOHNSON, a married man, but dealing with his sole and separate property, as to both the principal and income thereof, as Grantor(s), and LEO PARKER and LOIS MAE PARKER, husband and wife, not individually but as General Partners of

LOAN

SCHEDULE B

Page 4

Policy Number: 72107 403113

HOMESTEAD RANCH LIMITED PARTNERSHIP, an Idaho Limited Partnership, as Grantee(s), dated December 28, 1984, and recorded as Instrument No. 679591 on March 12, 1985, at 4:30 p.m., records of Bonneville County, Idaho. (Affects Sections 2, 3, 9, 10, and 11 - Tract 1)

11. *ck* Reservation relating to a one-half interest in all oil, gas, mineral and geothermal rights as described in that certain Warranty Deed with E. BUD JOHNSON, a married man, but dealing with his sole and separate property, as to both the principal and income thereof, as Grantor(s), and LEO PARKER and LOIS MAE PARKER, husband and wife, not individually but as General Partners of HOMESTEAD RANCH LIMITED PARTNERSHIP, an Idaho Limited Partnership, as Grantee(s), dated December 28, 1984, and recorded as Instrument No. 679592 on March 12, 1985, at 4:30 p.m., records of Bonneville County, Idaho. (Affects Sections 34 and 35 - Tract 1)
12. *OK* Reservation relating to a one-half interest in all oil, gas, mineral and geothermal rights as described in that certain Special Warranty Deed with WENDELL H. and LONA V. CAMPBELL, husband and wife, as Grantor(s), and LEO AND LOIS PARKER, husband and wife, not individually but as General Partners of HOMESTEAD RANCH LIMITED PARTNERSHIP, an Idaho Limited Partnership, as Grantee(s), dated October 8, 1986, and recorded as Instrument No. 716010 on October 9, 1986, at 10:16 a.m. and recorded again as Instrument No. 849558 on April 27, 1993, at 4:29 p.m., records of Bonneville County, Idaho. (Affects of SE1/4 SE1/4 of Section 3 - Tract 1)
13. *ck* Reservation relating to an undivided one-half interest in and to any and all oil, gas, and other mineral rights as described in that certain Warranty Deed with E. BUD JOHNSON, a married man, but dealing with his sole and separate property, as to both the principal and income thereof, as Grantor(s), and LEO PARKER and LOIS MAE PARKER, husband and wife, as Grantee(s), dated December 28, 1984, and recorded as Instrument No. 716079 on October 9, 1986, records of Bonneville County, Idaho. (Affects Section 4, 21, 22, 27, 28, 32, and 33 - Tract 1)
14. *ck* Easement given by LEO PARKER and LOIS PARKER, his wife, as Grantor(s) to PACIFICORP, an Oregon Corporation, d.b.a. UTAH POWER & LIGHT COMPANY, its successors in interest and assigns, as Grantee(s), dated June 26, 1991, and recorded as Instrument No. 813547 on September 9, 1991, records of Bonneville County, Idaho. (Affects Section 28 - Tract 1)
15. *ck* Transmission Line as evidenced by that certain Power Easement given by JERRY PARKER and CINDY PARKER, his wife, as Grantor(s) to UTAH POWER & LIGHT COMPANY, a corporation, its successors in interest and assigns, as Grantee(s), and recorded as Instrument No. 960531 on February 6, 1998, at 3:52 p.m., records of Bonneville County, Idaho. (Affects Section 28 - Tract 1)
16. *ck* License Agreement for wire, pipe and cable transverse crossings and longitudinal occupantions by and between EASTERN IDAHO RAILROAD, party of the first part and RUSSELL and MALISSA SCHWENDIMAN, parties of the second part, dated November 14, 2003, and recorded as Instrument No. 1146252 on March 18, 2004 at 1:07 pm, records of Bonneville County, Idaho. (Affects Tract 2B)

LOAN

SCHEDULE B

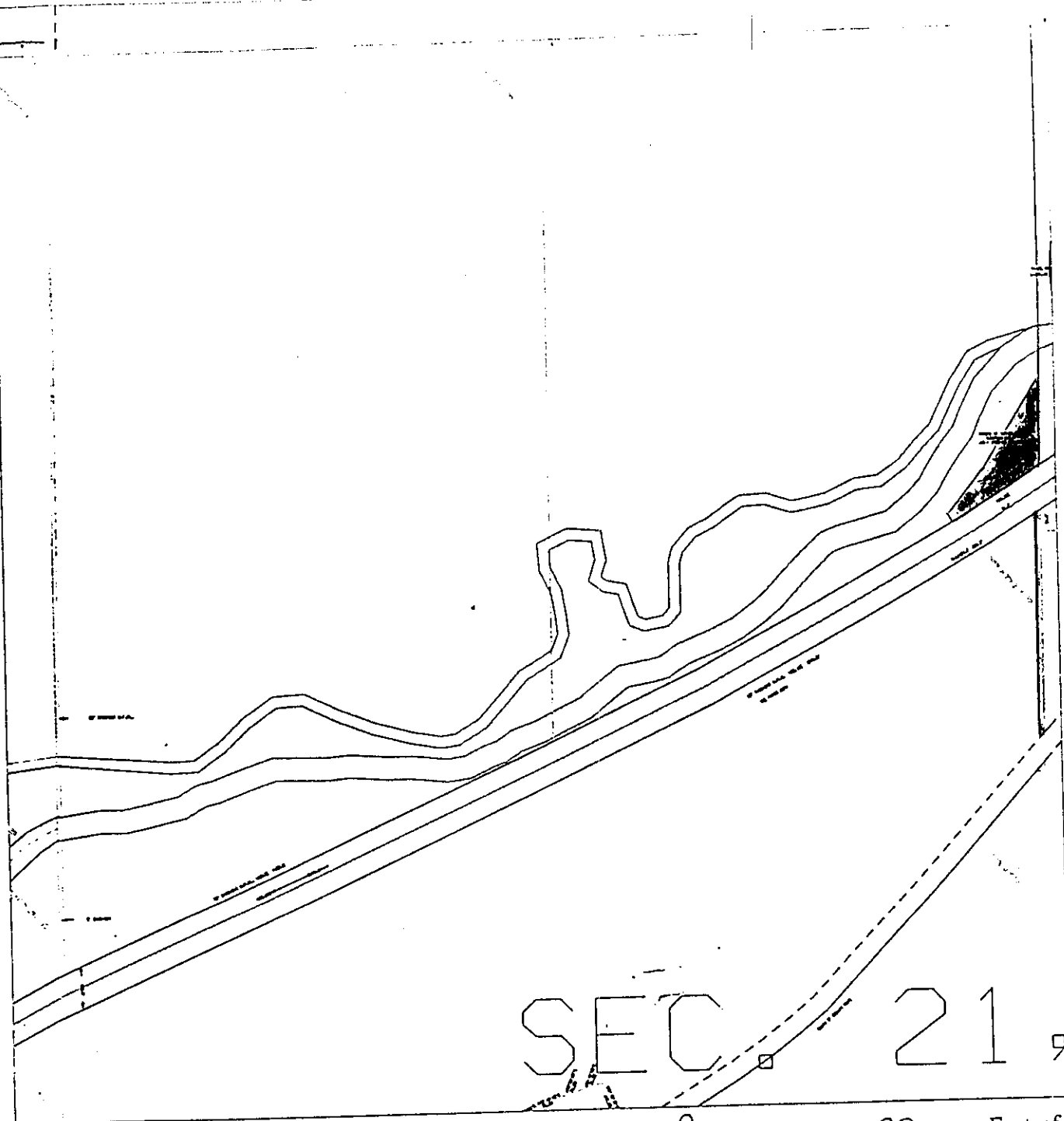
Page 5

Policy Number: 72107 403113

- OK 17. Any claim or loss resulting from the legal description shown in Schedule A as Tract 3 not being able to be located/identified.
- OK 18. Rights of the public in and to that portion of the premises lying within 33rd North (Affects Sections 2, 3, 4, 9, 10, and 11 - Tract 1); Buck Road (a.k.a. 95th East) (Affects Sections 22 and 27 - Tract 1); and Tower Road (a.k.a. 65th North) (Affects Sections 27, 28, 32, 33, and 34 - Tract 1); Foothill Road (Affects Tract 3 at 2A).

N

497 N. Capital Ave • P.O. Box 51690 • Idaho Falls, ID 83405-1690 • (208) 524-6600 • Fax (208) 524-6072



Portion: NW 1/4 Section: 21 Township: 3N Range: 39 East of
the Boise Meridian, Bonneville County, Idaho.

Scale: 800 feet = 1 inch, Section
400 feet = 1 inch, Quarter Section
200 feet = 1 inch, Quarter Quarter Section
100 feet = 1 inch, Quarter Quarter Quarter Section

TRACT 2: ☐

TRACT 2A: ☒

This plat is made solely for the purpose of assisting in locating said land. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

Bonneville Land & Title Co.

497 N. Capital Ave • P.O. Box 51690 • Idaho Falls, ID 83405-1690 • (208) 524-6600 • Fax (208) 524-6072

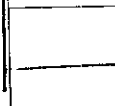
NW

NE

21

SW

SE



709.5 ft.