

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

RECEIVED

NOV 03 2004

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, 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
67-10494					

RECEIVED

NOV - 5 2004

DEPARTMENT OF
WATER RESOURCES

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) are 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)

KATHRYN NOAH, RANDY E. NOAH, CREED A. NOAH,
 MARY NOAH, BILL E. NOAH & ZOLA A. NOAH
 2874 WARFIELD LANE, CAMBRIDGE, ID 83610
 2490 W. PINE CREEK ROAD, CAMBRIDGE, ID 83610

4. New Owner/Claimant(s)

EDWARD M. BERUBE

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

New Mailing Address

999 NORTH LAKE SHORE DRIVE #2C

City, State and ZIP Code

CHICAGO, IL 60611

New Telephone Number

(312)649-1300

5. Date you acquired the property

10/29/04

W10848

WARRANTY DEED

195430

For Value Received

CREED A. NOAH AND MARY NOAH, husband and wife and
BILL E. NOAH AND ZOLA A. NOAH, husband and wife

does hereby **GRANT, BARGAIN, SELL AND CONVEY** unto

EDWARD M. BERUBE, an unmarried person

whose current address is 999 NORTH LAKE SHORE DRIVE #2C, CHICAGO, IL 60611

the following described premises, to-wit:

IN WASHINGTON COUNTY, IDAHO:

SEE ATTACHED EXHIBIT "A"

Instrument # 195430

WEISER, WASHINGTON, IDAHO

2004-10-29

11:22:00 No. of Pages: 2

Recorded for : AMERITITLE

SHARON WIDNER

Ex-Officio Recorder Deputy

Index to: DEED

Fee: 6.00
Lisa McKnight

Together with all water, water rights, ditches and ditch rights appurtenant thereto and in anywise belonging.

Subject to all valid outstanding reservations, easements, rights-of-way, restrictions, dedications, mineral leases, mineral reservations and mineral conveyances of record.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said grantee his heirs 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 they are free from all encumbrances, excepting reservations, easements, encumbrances, restrictions and rights of way appearing of record and/or existing and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: OCTOBER 28, 2004

Creed A. Noah
CREED A. NOAH

Mary Noah
MARY NOAH

Bill E. Noah
BILL E. NOAH

Zola A. Noah
ZOLA A. NOAH

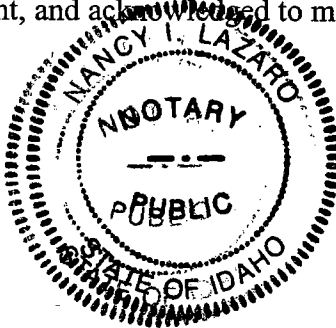
STATE OF IDAHO, COUNTY OF WASHINGTON

On this 28 day of OCTOBER, 2004, before me, a notary public in and for the said State, Personally appeared CREED A. NOAH, MARY NOAH, BILL E. NOAH & ZOLA A. NOAH known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Nancy I. Lazaro
Notary Public

Residing at Weiser, Idaho

Comm. Expires 10/31/07



File Number: W10848

EXHIBIT "A"

IN TOWNSHIP 15 NORTH, RANGE 2 WEST OF THE BOISE MERIDIAN, WASHINGTON COUNTY, IDAHO:

SECTION 18: LOTS 1 AND 2;

IN TOWNSHIP 15 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, WASHINGTON COUNTY, IDAHO:

SECTION 12: SE $\frac{1}{4}$;

SECTION 13: S $\frac{1}{2}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$; NE $\frac{1}{4}$;

SECTION 14: NE $\frac{1}{4}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$.

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

Policy No. 72106-

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.

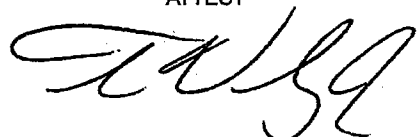
CHICAGO TITLE INSURANCE COMPANY

By:

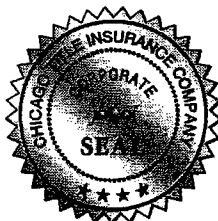


President

ATTEST



Secretary



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.

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

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE

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

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

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

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

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

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

8. APPORTIONMENT

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

9. LIMITATION OF LIABILITY

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

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

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

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

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

11. LIABILITY NONCUMULATIVE

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

12. PAYMENT OF LOSS

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

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

13. SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

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

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

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

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

14. ARBITRATION

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

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

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

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

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

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

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

16. SEVERABILITY

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

17. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at the issuing office or to:

Chicago Title Insurance Company
Claims Department
171 North Clark Street
Chicago, Illinois 60601-3294

TRANS TYPE	SI IND	INF END		CODE	CODE	CODE -	CODE		REISSUE AMOUNT		ST	PROP TYPE

OWNERS

SCHEDULE A

OFFICE FILE NUMBER	POLICY NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE	PREMIUM AMOUNT
W10848	72106-302873	OCTOBER 29, 2004 AT 11:22AM	\$480,000.00	\$1,610.00

1. Name of Insured:

EDWARD M. BERUBE
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:

EDWARD M. BERUBE, an unmarried person
4. The land herein described is encumbered by the following mortgage or trust deed, and assignments:

NONE

and the mortgages or trust deeds, if any, shown in Schedule B hereof.
5. The land referred to in this Policy is described as follows:

WASHINGTON COUNTY, IDAHO:

SEE ATTACHED EXHIBIT "A"

SCHEDULE B**EXCEPTIONS FROM COVERAGE**

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

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 or 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. 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 matter 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: The mortgage, if any, referred to in Item 4 of Schedule A.

7. Liens, levies and assessments of the Cambridge Irrigation District, or any and all irrigation districts or laterals, and the rights, powers and easements of said district as by law provided.
8. The right of the United States of America and the U.S. Department of the Interior, Bureau of Land Management or any other agency to regulate or limit right of Access to and from the land, as per Agreement February 19, 1998 and Amended by agreement dated December 24, 2003

End Schedule B

Countersigned

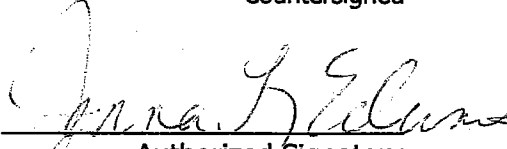

Authorized Signatory

EXHIBIT "A"

IN TOWNSHIP 15 NORTH, RANGE 2 WEST OF THE BOISE MERIDIAN, WASHINGTON COUNTY, IDAHO:

SECTION 18: LOTS 1 AND 2;

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SECTION 14: NE $\frac{1}{4}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$.

10	20	30	40	50	60
70	80	90	100	110	120

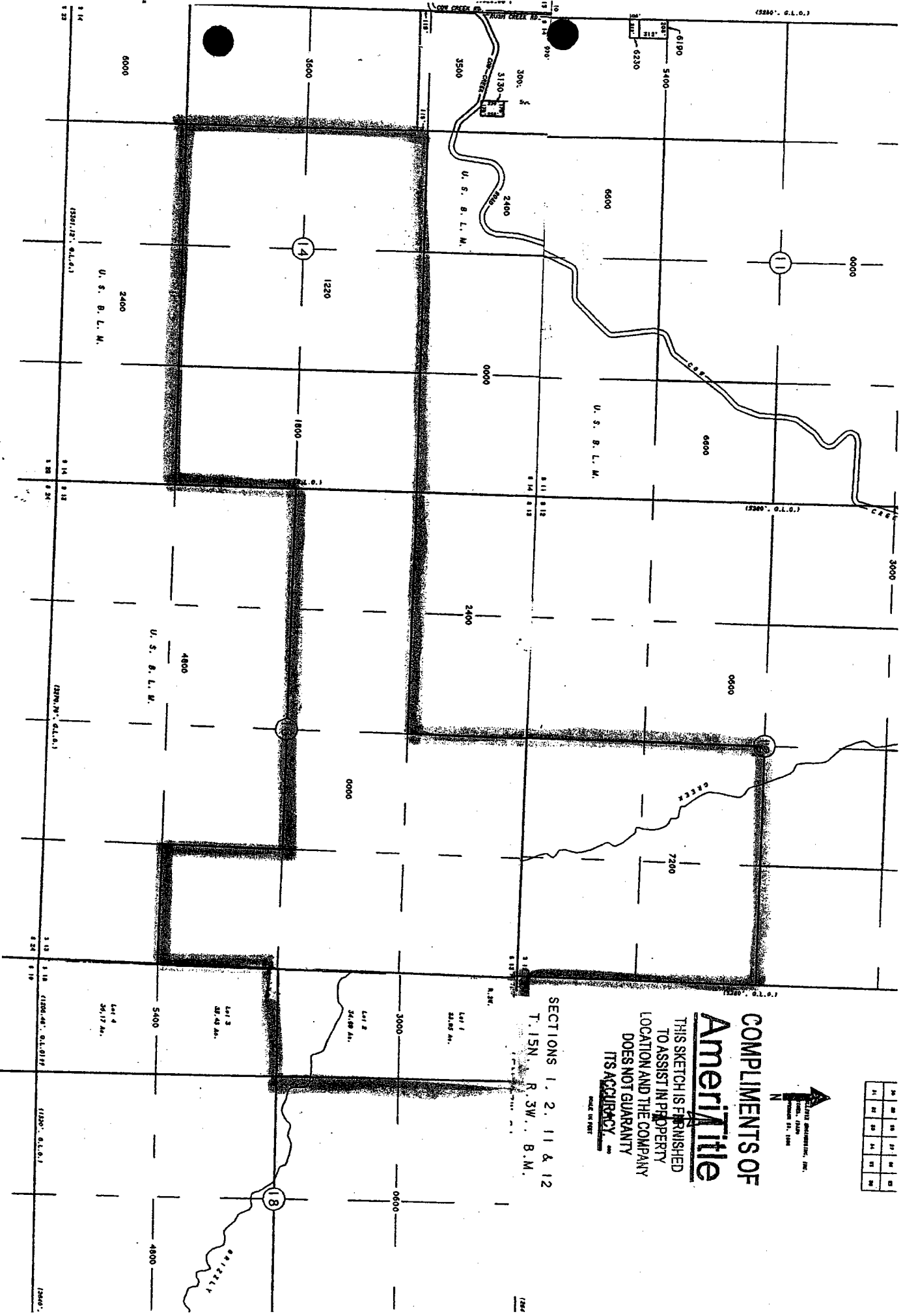


COMPLIMENTS OF **AmeriTitle**

THIS SKETCH IS FURNISHED
TO ASSIST IN PROPERTY
LOCATION AND THE COMPANY
DOES NOT GUARANTEE
ITS ACCURACY.

MADE IN MEXICO

SECTIONS 1, 2, 11 & 12
T. 15N. R. 3W. B.M.



W10848
WARRANTY DEED

195430

For Value Received

CREED A. NOAH AND MARY NOAH, husband and wife and
BILL E. NOAH AND ZOLA A. NOAH, husband and wife

does hereby **GRANT, BARGAIN, SELL AND CONVEY** unto

EDWARD M. BERUBE, an unmarried person

whose current address is 999 NORTH LAKE SHORE DRIVE #2C, CHICAGO, IL 60611

the following described premises, to-wit:

IN WASHINGTON COUNTY, IDAHO:

SEE ATTACHED EXHIBIT "A"

Instrument # 195430

WEISER, WASHINGTON, IDAHO

2004-10-29 11:22:00 No. of Pages: 2

Recorded for : AMERITITLE

SHARON WIDNER

Ex-Officio Recorder Deputy

Index to: DEED

Fee: 6.00
Lisa Mc Knight

Together with all water, water rights, ditches and ditch rights appurtenant thereto and in anywise belonging.

Subject to all valid outstanding reservations, easements, rights-of-way, restrictions, dedications, mineral leases, mineral reservations and mineral conveyances of record.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said grantee his heirs 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 they are free from all encumbrances, excepting reservations, easements, encumbrances, restrictions and rights of way appearing of record and/or existing and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: OCTOBER 28, 2004

Creed A. Noah

CREED A. NOAH

Mary Noah

MARY NOAH

Bill E. Noah

BILL E. NOAH

Zola A. Noah

ZOLA A. NOAH

STATE OF IDAHO, COUNTY OF WASHINGTON

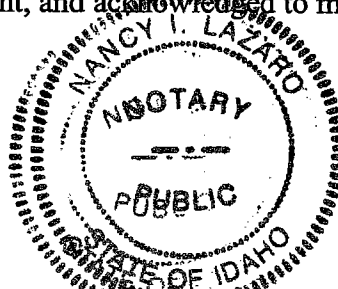
On this 28 day of OCTOBER, 2004, before me, a notary public in and for the said State, Personally appeared CREED A. NOAH, MARY NOAH, BILL E. NOAH & ZOLA A. NOAH known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Nancy I. Lazaro

Notary Public

Residing at Weiser, Idaho

Comm. Expires 10/3/07



File Number: W10848

EXHIBIT "A"

IN TOWNSHIP 15 NORTH, RANGE 2 WEST OF THE BOISE MERIDIAN, WASHINGTON COUNTY, IDAHO:

SECTION 18: LOTS 1 AND 2;

IN TOWNSHIP 15 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN, WASHINGTON COUNTY, IDAHO:

SECTION 12: SE $\frac{1}{4}$;

SECTION 13: S $\frac{1}{2}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$; NE $\frac{1}{4}$;

SECTION 14: NE $\frac{1}{4}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$.



A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT		B. TYPE OF LOAN: 1. ☐ FHA 2. ☐ FmHA 3. ☐ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS. 6. FILE NUMBER: 2004-294 7. LOAN NUMBER: 8. MORTGAGE INS CASE NUMBER:	
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. 1.0 3/98 (BERUBENOAH.PFD/2004-294/5)			
D. NAME AND ADDRESS OF BORROWER: EDWARD M. BERUBE 999 N. LAKE SHORE DRIVE #2C CHICAGO, IL 60611		E. NAME AND ADDRESS OF SELLER: CREED A. NOAH and MARY NOAH PIONEER 1031 COMPANY and APPROVED BY: BILL E. NOAH APPROVED BY: ZOLA A. NOAH	
G. PROPERTY LOCATION: 750 ACRES M/L COW CREEK ROAD CAMBRIDGE, ID 83610 WASHINGTON County, Idaho		F. NAME AND ADDRESS OF LENDER: 	
H. SETTLEMENT AGENT: AMERITITLE PLACE OF SETTLEMENT 128 EAST MAIN ST WEISER, ID 83672		I. SETTLEMENT DATE: October 29, 2004	

J. SUMMARY OF BORROWER'S TRANSACTION	K. SUMMARY OF SELLER'S TRANSACTION
100. GROSS AMOUNT DUE FROM BORROWER:	400. GROSS AMOUNT DUE TO SELLER:
101. Contract Sales Price 480,000.00	401. Contract Sales Price 480,000.00
102. Personal Property	402. Personal Property
103. Settlement Charges to Borrower (Line 1400) 391.24	403.
104.	404.
105.	405.
<i>Adjustments For Items Paid By Seller in advance</i>	<i>Adjustments For Items Paid By Seller in advance</i>
106. City/Town Taxes to	406. City/Town Taxes to
107. County Taxes to	407. County Taxes to
108. Assessments to	408. Assessments to
109.	409.
110.	410.
111.	411.
112.	412.
120. GROSS AMOUNT DUE FROM BORROWER 480,391.24	420. GROSS AMOUNT DUE TO SELLER 480,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:	500. REDUCTIONS IN AMOUNT DUE TO SELLER:
201. Deposit or earnest money 1,000.00	501. Excess Deposit (See Instructions)
202. Principal Amount of New Loan(s)	502. Settlement Charges to Seller (Line 1400) 2,564.42
203. Existing loan(s) taken subject to	503. Existing loan(s) taken subject to
204.	504. Payoff of first Mortgage
205.	505. Payoff of second Mortgage
206.	506.
207.	507. (Deposit disb. as proceeds)
208.	508.
209.	509.
<i>Adjustments For Items Unpaid By Seller</i>	<i>Adjustments For Items Unpaid By Seller</i>
210. City/Town Taxes to	510. City/Town Taxes to
211. County Taxes to	511. County Taxes to
212. Assessments to	512. Assessments to
213.	513.
214.	514.
215.	515.
216.	516.
217.	517. EXCHANGE FEE to PIONEER 1031 COMPANY/1031-5 550.00
218.	518. CLOSING PROCEEDS (NOAH, BILL E to PIONEER 103 300,000.00
219.	519.
220. TOTAL PAID BY/FOR BORROWER 1,000.00	520. TOTAL REDUCTION AMOUNT DUE SELLER 303,114.42
300. CASH AT SETTLEMENT FROM/TO BORROWER:	600. CASH AT SETTLEMENT TO/FROM SELLER:
301. Gross Amount Due From Borrower (Line 120) 480,391.24	601. Gross Amount Due To Seller (Line 420) 480,000.00
302. Less Amount Paid By/For Borrower (Line 220) (1,000.00)	602. Less Reductions Due Seller (Line 520) (303,114.42)
303. CASH (X FROM) (TO) BORROWER 479,391.24	603. CASH (X TO) (FROM) SELLER 176,885.58

L. SETTLEMENT CHARGES

700. TOTAL COMMISSION Based on Price		\$	@ 0.0000 %			
Division of Commission (line 700) as Follows:						
701. \$	to	CREED NOAH REAL ESTATE COMPANY				
702. \$	to					
703. Commission Paid at Settlement						
704.	to					
800. ITEMS PAYABLE IN CONNECTION WITH LOAN						
801. Loan Origination Fee	%	to				
802. Loan Discount	%	to				
803. Appraisal Fee		to				
804. Credit Report		to				
805. Lender's Inspection Fee		to				
806. Mortgage Ins. App. Fee		to				
807. Assumption Fee		to				
808.						
809.						
810.						
811.						
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE						
901. Interest From	to	@ \$	/day (	days	%)	
902. MIP Totals. for LifeOfLoan	for	months to				
903. Hazard Insurance Premium for	1.0 years to					
904.						
905.						
1000. RESERVES DEPOSITED WITH LENDER						
1001. Hazard Insurance	months @ \$		per month			
1002. Mortgage Insurance	months @ \$		per month			
1003. City/Town Taxes	months @ \$		per month			
1004. County Taxes	months @ \$		per month			
1005. Assessments	months @ \$		per month			
1006.	months @ \$		per month			
1007.	months @ \$		per month			
1008.	months @ \$		per month			
1100. TITLE CHARGES						
1101. Settlement or Closing Fee	to	AMERITITLE	DISCNT	200.00	200.00	
1102. Express Fee	to	UPS	DOCS	32.00		
1103. Title Examination	to					
1104. Title Insurance Binder	to					
1105. Document Preparation	to					
1106. Notary Fees	to					
1107. Attorney's Fees	to					
(includes above item numbers:				)		
1108. Title Insurance	to	AMERITITLE			1,610.00	
(includes above item numbers:				)		
1109. Lender's Coverage	\$					
1110. Owner's Coverage	\$	480,000.00				
1111.						
1112.						
1113.						
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES						
1201. Recording Fees: Deed \$	6.00; Mortgage \$		Releases \$	3.00	3.00	
1202. City/County Tax/Stamps: Deed			Mortgage			
1203. State Tax/Stamps: Revenue Stamps			Mortgage			
1204.						
1205.						
1300. ADDITIONAL SETTLEMENT CHARGES						
1301. Survey	to					
1302. Pest Inspection	to					
1303. 2004 TAXES PRORATED & PAID	to	WASHINGTON CO. TAX COLLECTOR		156.24	751.42	
1304.						
1305.						
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)				391.24	2,564.42	

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

Certified to be a true copy.

AMERITITLE
Settlement Agent

ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

Borrower: EDWARD M. BERUBE

Seller: CREED A. NOAH and MARY NOAH

PIONEER 1031 COMPANY and APPROVED BY: BILL E. NOAH

APPROVED BY: ZOLA A. NOAH

Settlement Agent: AMERITITLE

(208)414-1792

Place of Settlement: 128 EAST MAIN ST

WEISER, ID 83672

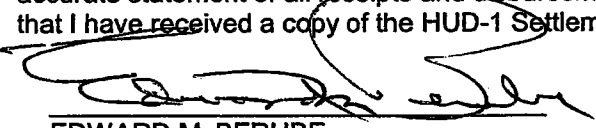
Settlement Date: October 29, 2004

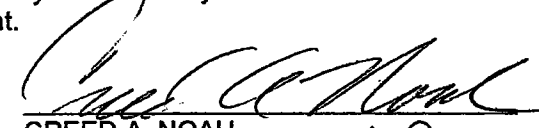
Property Location: 750 ACRES M/L COW CREEK ROAD

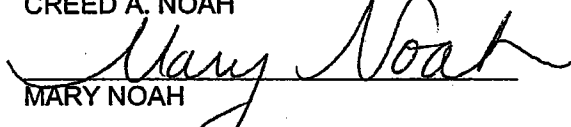
CAMBRIDGE, ID 83610

WASHINGTON County, Idaho

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

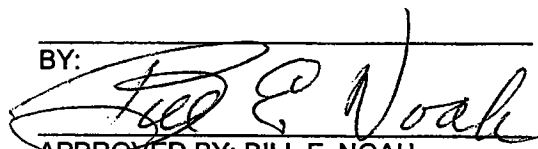

EDWARD M. BERUBE


CREED A. NOAH


MARY NOAH

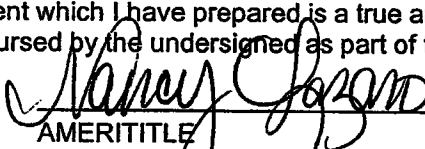
PIONEER 1031 COMPANY

BY:


APPROVED BY: BILL E. NOAH


APPROVED BY: ZOLA A. NOAH

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.


AMERITITLE
Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT**Borrower:** EDWARD M. BERUBE**Seller:** CREED A. NOAH and MARY NOAH
PIONEER 1031 COMPANY and APPROVED BY: BILL E. NOAH
APPROVED BY: ZOLA A. NOAH**Settlement Agent:** AMERITITLE
(208)414-1792**Place of Settlement:** 128 EAST MAIN ST
WEISER, ID 83672**Settlement Date:** October 29, 2004**Property Location:** 750 ACRES M/L COW CREEK ROAD
CAMBRIDGE, ID 83610
WASHINGTON County, Idaho

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

EDWARD M. BERUBE

CREED A. NOAH

MARY NOAH

PIONEER 1031 COMPANY

BY: *MARY J. ALLEN*

APPROVED BY: BILL E. NOAH

APPROVED BY: ZOLA A. NOAH

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

[Signature]
AMERITITLE
Settlement Agent

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