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STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

RECEIVED

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

FEB 18 1998

Please print or type. Attach pages with additional information. Instructions are on the back of this page. Department of Water Resources
Incomplete forms will be returned. Southern Region

1. Water Right No(s).: 36-11090
- Adjudication Claim No(s).: _____
2. The following REQUIRED information must be submitted with this form:
- A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
- AND
- B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
- OR
- C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant CIRCLE 4 Cattle Co. - Ernest E. France
2338 E 3600 S - Jerome, ID 83338
4. New Owner/Claimant(s) Crossen Brothers Inc
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
New Mailing Address 2346 E 3600 S
City, State and ZIP Code Jerome, ID 83338
New Telephone Number (208) 324-2277
5. Date you acquired the property 11/1/97
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
- Number of acres you irrigate _____ Number and type of stock _____
- Diversion rate in CFS _____ Number of homes _____ Other uses _____
- If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner or Claimant(s) [Signature]
(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims.

RECEIVED

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Department of Water Resources

NOT RECORDED

MAY 22 2000

INSTRUCTIONS

This form has been prepared to assist new owners of property to comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. Section 42-248 requires certain property holders to notify the Department of Water Resources (IDWR) of any change in mailing address or ownership of all or part of a water right record on file with IDWR. Section 42-1409(6) provides that new property owners must notify IDWR of any change in ownership of a water right during an adjudication of water rights. Required claims may be filed by a new owner.

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. Please contact your nearest IDWR office, or call 1-800-451-4129, if you would like more information or need help completing this form. Please attach additional sheets to the form if you require additional space to describe or explain any of the items on the form.

1. If there are water rights associated with the property, the seller should be able to provide you with the water right or adjudication claim number(s). Please enter these number(s) at Item 1. If you or the seller believes there are water rights for the property but the numbers are unknown, you may wish to contact IDWR for assistance in identifying the water rights for the property in question. If claims for the rights are required, and have not been filed, IDWR will so advise you.
2. The information described at Item 2 is required, since IDWR cannot process the requested change without documentation of ownership. The preferred types of documentation are shown; contact IDWR if you have difficulty obtaining this information. Do not obtain a new survey for purposes of this form before contacting IDWR.
3. Please provide the name and address of the former owner of the water right and/or adjudication claim at Item 3.
4. The name, mailing address, and telephone number of the new owner(s) is entered at Item 4. Please indicate the relationship between multiple owners by using the connector 'and', 'or', or 'and/or'. If an 'and' is used, all parties must sign this form. If an 'and/or' or 'or' is used, all parties may sign. However, only one of the named parties is required to sign.
5. At Item 5, please provide the date the property in question was acquired. This may be the date of "closing" in the case of a real estate transaction or the date of court order for other types of ownership changes.
6. You may be purchasing only a portion of the total water right held by the seller. This means the water right held by the seller may be "split" to provide your share of the right in question. Be sure to include a description of the portion of the water right you have purchased at Item 6.

Please provide as much detail as possible concerning your water right: include the number of homes, irrigated acreage if more than 1/2 acre is irrigated, type and number of stock if your right is for stockwater, etc. In the absence of information to the contrary, IDWR will assume the intent is to split the rights *proportionately*.

7. The new owner(s) must sign the form in the space(s) provided at Item 7. Corporations and other organizations must submit a list of directors or officers demonstrating the authority of the director or officer to sign the form.
8. There is no filing fee. When complete, you should retain a copy and return the original of the form to the IDWR office nearest you:

IDWR Western Region
2735 Airport Way
Boise, ID 83705-5082
(208) 334-2190

IDWR Southern Region
1341 Fillmore St., Suite 200
Twin Falls, ID 83301-3380
(208) 736-3033

IDWR Northern Region
1910 Northwest Blvd., Suite 210
Coeur d'Alene, ID 83814-2615
(208) 769-1450

IDWR Eastern Region
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402-1718
(208) 525-7161



ISSUED BY
COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commonwealth

LOAN POLICY OF TITLE INSURANCE

POLICY NUMBER

F89-433975

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Pennsylvania 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.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest:

James J. D. Lynch Jr.
Secretary



By:

[Signature]
President

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 (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not 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.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (c) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

ALTA LOAN POLICY

SCHEDULE A

FILE NO.	POLICY NO.	DATE OF POLICY	AMOUNT	PREMIUM
G-25038	F89-433975	August 8, 1997 at 2:18 P.M.	\$585,000.00	\$40.00

1. Name of Insured: NORTHWEST FARM CREDIT SERVICES, ACA
2. The estate or interest in the land which is encumbered by the insured Mortgage is:

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

Cnossen Brothers Company, Inc.,
an Idaho corporation

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

A Mortgage to secure payment of a note for \$585,000.00, and any other amounts as therein provided, together with interest and any other obligations secured thereby:

Recorded:	August 8, 1997 as Instrument No. 171893, records of Gooding County, Idaho.
Dated:	August 6, 1997
Mortgagor:	Cnossen Brothers Company, Inc., a corporation
Mortgagee:	Northwest Farm Credit Services, ACA

5. The land referred to in this Policy is described as set forth in the insured Mortgage, is situated in the County of Gooding, State of Idaho, and is identified as follows:

SEE ATTACHED SCHEDULE A, PAGES 2 THROUGH 6

LAND TITLE AND ESCROW, INC.

Countersigned: Paul H. Hays

Authorized Officer or Agent

This Policy is valid only if Schedule B is attached.

1997 2 2 2000

CONTINUATION

SCHEDULE A

Policy Number: F89-433975

PARCEL NO. 1

TOWNSHIP 8 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 31: That part of Lot 3, described as follows:

Beginning at the Northwest corner of said Lot 3, which point shall be known as THE TRUE POINT OF BEGINNING;
Thence South 1288.58 feet along the Westerly boundary of said Lot 3, to a point that lies North 30.43 feet from the Southwest corner of said Lot 3;
Thence South $89^{\circ}40'43''$ East, 1055.89 feet to a point on the Easterly boundary of said Lot 3, said point lies North $0^{\circ}13'26''$ West, 26.61 feet from the Southeast corner of said Lot 3;
Thence North $0^{\circ}13'26''$ West, 1292.44 feet along the Easterly boundary of said Lot 3 to the Northeast corner of said Lot 3;
Thence North $89^{\circ}53'14''$ West, 1050.85 feet along the Northerly boundary of said Lot 3 to THE TRUE POINT OF BEGINNING.

PARCEL NO. 2

TOWNSHIP 8 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 31: That part of Lot 4, described as follows:

Commencing at the Southwest corner of said Lot 4;
Thence South $89^{\circ}53'05''$ East along the South boundary of said Lot 4, 660.00 feet to THE TRUE POINT OF BEGINNING;
Thence continuing South $89^{\circ}53'05''$ East along the South boundary of said Lot 4, 401.12 feet to the Southeast corner of said Lot 4;
Thence North $0^{\circ}13'26''$ West along the East boundary of said Lot 4, 1319.05 feet to the Northeast corner of Lot 4;
Thence North $89^{\circ}53'09''$ West along the North boundary of said Lot 4, 395.98 feet;
Thence South 1319.03 feet to THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM the following described parcel of land:

Commencing at the Southwest corner of said Lot 4;
Thence South $89^{\circ}53'05''$ East, 660.00 feet along the Southerly boundary of said Lot 4 to THE TRUE POINT OF BEGINNING;

CONTINUATION

SCHEDULE A

Policy Number: F89-433975

Thence South 89°53'05" East, 162.00 feet along said Southerly boundary, said point lies North 89°53'05" West, 239.12 feet from the Southeast corner of said Lot 4;
Thence North 1°53'56" East, 121.07 feet;
Thence North 89°39'20" East, 96.49 feet;
Thence North 2°06'56" East, 108.20 feet;
Thence North 88°57'04" East, 117.79 feet to a point that lies North 0°13'26" West, 232.64 feet and South 88°57'04" West, 15.95 feet from the Southeast corner of said Lot 4;
Thence North 0°50'02" West, 505.10 feet;
Thence North 89°46'34" East, 21.33 feet to the Easterly boundary of said Lot 4;
Thence North 0°13'26" West, 581.58 feet along the Easterly boundary of said Lot 4 to the Northeast corner of said Lot 4;
Thence North 89°53'09" West, 395.98 feet along the Northerly boundary of said Lot 4;
Thence South 1319.03 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 3

TOWNSHIP 8 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 31: That part of the SW¼NE¼, SE¼NW¼ and NW¼SE¼, described as follows:

Beginning at the East quarter corner of Section 31;
Thence North 89°53'14" West, 1847.10 feet along the Northerly boundary of the SE¼ of Section 31 to THE TRUE POINT OF BEGINNING;
Thence along the arc of a curve left, 1150.56 feet having a 1403.00 feet radius and a chord of South 45°01'49" West, 1118.59 feet to a point in the Westerly boundary of the NW¼SE¼ of Section 31;
Thence North 0°13'31" West, 792.12 feet along the Westerly boundary of the NW¼SE¼ to the center of quarter corner of Section 31;
Thence North 89°53'14" West, 696.79 feet along the Southerly boundary of the SE¼NW¼ of Section 31;
Thence Northeasterly, 934.40 feet along the arc of a curve left having a radius of 1242.00 feet and a chord of North 43°45'33" East, 912.52 feet;
Thence Southeasterly, 983.40 feet along a curve left having a radius of 1395.00 feet and a chord of South 46°36'27" East, 963.16 feet to a point in the Southerly boundary of the SW¼NE¼ of Section 31;
Thence South 89°53'14" East, 160.26 feet along the Southerly boundary of the SW¼NE¼ of Section 31 to THE TRUE POINT OF BEGINNING.

CONTINUATION

SCHEDULE A

Policy Number: F89-433975

PARCEL NO. 4

TOWNSHIP 8 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 31: That part of Lot 2, described as follows:

Beginning at the West quarter corner of Section 31, THE TRUE POINT OF BEGINNING;
Thence North 568.73 feet along the Westerly boundary of Section 31;
Thence South 89°53'14" East, 45.85 feet;
Thence Southeasterly, 833.20 feet along the arc of a curve left having a radius of 1242.00 feet and a chord of South 45°52'08" East, 817.66 feet to a point in the Southerly boundary of Lot 2 of Section 31;
Thence North 89°53'14" West, 632.70 feet along the Southerly boundary of Lot 2 to THE TRUE POINT OF BEGINNING.

PARCEL NO. 5

TOWNSHIP 8 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 31: E½SW¼;

PARCEL NO. 6

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 31: A tract of land located in the SW¼SE¼ of said Section, described as follows:

Beginning at the Southwest corner of said SW¼SE¼;
Thence North 0°35'28" West a distance of 723.70 feet along the Westerly boundary of said SW¼SE¼;
Thence North 89°17'53" East a distance of 34.97 feet;
Thence South 30°53'05" East a distance of 112.82 feet;
Thence South 32°32'24" East a distance of 90.63 feet;
Thence South 34°21'09" East a distance of 86.68 feet;
Thence South 38°48'04" East a distance of 99.90 feet;
Thence South 43°05'49" East a distance of 94.89 feet;
Thence South 46°57'43" East a distance of 96.46 feet;

CONTINUATION

SCHEDULE A

Policy Number: F89-433975

Thence South 51°43'08" East a distance of 102.01 feet;
Thence South 55°39'44" East a distance of 101.03 feet;
Thence South 50°01'56" East a distance of 71.66 feet;
Thence South 15°45'40" East a distance of 104.03 feet to the Southerly
boundary of said SW¼SE¼;
Thence South 90°00'00" West a distance of 627.68 feet along the Southerly
boundary of said SW¼SE¼ to THE POINT OF BEGINNING.

SUBJECT TO the rights of a public road which affects the Southerly 25.00 feet
thereof.

PARCEL NO. 7

TOWNSHIP 8 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 31: A parcel of land located in the SE¼, described as follows:

Beginning at the Southeast corner of said SE¼ Section 31;
Thence South 90°00'00" West a distance of 1291.15 feet along the Southerly
boundary of said SE¼;
Thence North 0°00'00" East a distance of 35.00 feet to THE TRUE POINT
OF BEGINNING;
Thence South 90°00'00" West a distance of 37.00 feet;
Thence North 0°00'00" East a distance of 35.00 feet;
Thence North 90°00'00" East a distance of 37.00 feet;
Thence South 0°00'00" West a distance of 35.00 feet to THE TRUE POINT
OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED EASEMENTS:

Easement for the purpose of ingress and egress over a strip of land 15.00 feet in
width located in the SE¼ of Section 31, Township 8 South, Range 16, East
Boise Meridian in Gooding County, Idaho, and lying 7.50 feet right and 7.50
feet left of the following described centerline:

Beginning at the Southeast corner of said SE¼ Section 31;
Thence South 90°00'00" West a distance of 1320.65 feet along the Southerly
boundary of said SE¼;
Thence North 0°00'00" East a distance of 25.00 feet to the Northerly boundary
of a county road easement and THE TRUE POINT OF BEGINNING;

CONTINUATION

SCHEDULE A

Policy Number: F89-433975

Thence North 0°00'00" East a distance of 10.00 feet to the Southerly boundary of the above described parcel and the North terminus of said easement.

AND an easement for the purpose of maintenance of an irrigation pipeline over a strip of land 15.00 feet in width located in the SE¼ of Section 31, Township 8 South, Range 16, East Boise Meridian in Gooding County, Idaho and lying 7.50 feet right and 7.50 feet left of the following described centerline:

Beginning at the Southeast corner of said SE¼ Section 31;

Thence South 90°00'00" West a distance of 1291.15 feet along the Southerly boundary of said SE¼;

Thence North 0°00'00" East a distance of 70.00 feet to the Northeast corner of the above described parcel;

Thence South 90°00'00" West a distance of 11.30 feet along the Northerly boundary of the above described parcel to THE TRUE POINT OF BEGINNING;

Thence North 52°29'17" West a distance of 1702.07 feet to a point on the Westerly boundary of said SE¼ which bears North 0°35'28" West a distance of 1106.50 feet from the Southwest corner of said SE¼ and the terminus of said easement.

WITNESSES

1967 2 7 1968

ALTA LOAN POLICY

SCHEDULE B

EXCEPTIONS FROM COVERAGE

Policy Number: F89-433975

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

GENERAL (STANDARD) EXCEPTIONS:

1. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession, thereof.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey of the land would disclose, and which are not shown by the public records.
4. Any lien, or right to a lien, imposed by law for services, labor, or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public records.
5. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
6. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.

SPECIAL EXCEPTIONS

8. Taxes for 1997 and subsequent years, which are a lien, but not yet due and payable.

CONTINUATION

SCHEDULE B

Policy Number: F89-433975

9. Assessments of any local irrigation district.
10. Assessments of the North Side Canal Company and the rights and powers of said Company as by law provided. (No assessments at this time.)
11. Right of way for canals, laterals and waste ditches of the North Side Canal Company, Ltd.
12. Power Line Easement given by Mrs. Mahaley Paul to Idaho Power Company, a corporation, dated April 12, 1941, recorded November 12, 1941 in Book 5 Page 30 as Instrument Number 81990, Gooding County records, affecting the N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 31, Township 8 South, Range 16, East Boise Meridian.
13. Power Line Easement given by France Inc., Wilbur C. France, Ernest E. France and Julie France, Alice L. France, to Idaho Power Company, a corporation, dated May 26, 1969, recorded August 22, 1969 as Instrument Number 29637, Gooding County records, affecting the E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 31, Township 8 South, Range 16, East Boise Meridian.
14. Power Line Easement given by Ernest E. France and Vern France, to Idaho Power Company, a corporation, dated March 22, 1973, recorded June 21, 1973 as Instrument Number 45939, Gooding County records, affecting a portion of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 31, Township 8 South, Range 16, East Boise Meridian.
15. Power Line Easement given by Ernest E. France and Alice L. France, husband and wife, to Idaho Power Company, a corporation, dated October 15, 1973, recorded March 22, 1974 as Instrument Number 49426, Gooding County records, affecting the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 31, Township 8 South, Range 16, East Boise Meridian.
16. We note a survey of record of the subject property. See Instrument recorded June 4, 1984 as Instrument Number 108553, Gooding County records, for full particulars.
17. We note a survey of record of the subject property. See Instrument recorded January 11, 1990 as Instrument Number 139417, Gooding County records, for full particulars.
18. Easements as set forth in Warranty Deed given by May Farms Limited Partnership, Grantor, to Circle 4 Cattle Company, Inc., an Idaho corporation, Grantee, dated March 6, 1991, recorded March 6, 1991 as Instrument Number 143951, Gooding County records. (Parcel No. 6)
19. We note a survey of record of the subject property. See Instrument recorded December 26, 1991 as Instrument Number 147199, Gooding County records, for full particulars. (Parcel No. 6)

CONTINUATION

SCHEDULE B

Policy Number: F89-433975

20. We note a survey of record of the subject property. See Instrument recorded October 4, 1995 as Instrument Number 162917, Gooding County records, for full particulars. (Affects Government Lot 4 in Section 31, Township 8 South, Range 16 East, Boise Meridian.)

ALTA LOAN POLICY

SCHEDULE B

EXCEPTIONS FROM COVERAGE

Policy Number: F89-433975

In addition to the matters set forth in Part 1 of this Schedule, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, if any be shown, but the Company insures that these matters are subordinate to the lien or charge of the insured Mortgage upon the estate or interest:

PART II

Special Exceptions:

1. Line of Credit Mortgage and Fixture Filing to secure payment of a note for \$100,000.00, and any other amounts as therein provided, together with interest and any other obligations secured thereby:

Recorded:	August 8, 1997 as Instrument No. 171896, records of Gooding County, Idaho.
Dated:	August 7, 1997
Mortgagor:	Crossen Brothers Company, Inc., a corporation
Mortgagee:	Northwest Farm Credit Services, ACA

END OF SCHEDULE B

Schedule B (ALTA Standard Loan Coverage)

4/22/97

ENDORSEMENT

FEE \$25.00

Attached to Policy No.

F89-433975

G-25038/Cnossen Brothers

Issued by

COMMONWEALTH LAND TITLE INSURANCE COMPANY

ALTA ENDORSEMENT - FORM 6

The Company insures the owner of the indebtedness secured by the mortgage against loss or damage sustained by reason of:

1. The invalidity or unenforceability of the lien of the insured mortgage resulting from the provisions therein which provide for changes in the rate of interest.
2. Loss of priority of the lien of the insured mortgage as security for the unpaid principal balance of the loan, together with interest as changed in accordance with the provisions of the insured mortgage, which loss of priority is caused by the changes in the rate of interest.

"Changes in the rate of interest", as used in this endorsement, shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the insured mortgage at Date of Policy.

This endorsement does not insure against loss or damage based upon (a) usury, or (b) any consumer credit protection or truth in lending law.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto, except that the insurance afforded by this endorsement is not subject to Section 3(d) of the Exclusions From Coverage. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Dated: August 8, 1997

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Countersigned

By

Paul Hurl
Authorized Officer or Agent

NM 14

ALTA Endorsement - Form 6 (Variable Rate Mortgage)(6-1-87)

FORM 2295-2

907 22 0 10

CONDITIONS AND STIPULATIONS (Continued)

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, unless prohibited by law or governmental regulations, 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 additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.
 - (i) 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; or
 - (ii) to purchase the indebtedness secured by the insured mortgage for the amount owing thereon together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of purchase and which the Company is obligated to pay.
- If the Company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and convey the indebtedness and the insured mortgage, together with any collateral security, to the Company upon payment therefor.

Upon the exercise by the Company of either of the options provided for in paragraphs a(i) or (ii), all liability and obligations to the insured under this policy, other than to make the payment required in those paragraphs, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

- (b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.
 - (i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or
 - (ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

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

7. DETERMINATION AND EXTENT OF LIABILITY.

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, if applicable, the amount of insurance as defined in Section 2 (c) of these Conditions and Stipulations;
 - (ii) the amount of the unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time of loss or damage insured against by this policy occurs, together with interest thereon; or
 - (iii) 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 insured has acquired the estate or interest in the manner described in Section 2(a) of these Conditions and Stipulations or has conveyed the title, then the liability of the Company shall continue as set forth in Section 7(a) of these Conditions and Stipulations.
- (c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. 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, or otherwise establishes the lien of the insured mortgage, 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 or to the lien of the insured mortgage, 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.

- (d) The Company shall not be liable for: (i) any indebtedness created subsequent to Date of Policy except for advances made to protect the lien of the insured mortgage and secured thereby and reasonable amounts extended to prevent deterioration of improvements; or (ii) construction loan advances made subsequent to Date of Policy, except construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the land which at Date of Policy were secured by the insured mortgage and which the insured was and continued to be obligated to advance at and after Date of Policy.

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

- (a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. However, any payments made prior to the acquisition of title to the estate or interest as provided in Section 2(a) of these Conditions and Stipulations shall not reduce pro tanto the amount of the insurance afforded under this policy except to the extent that the payments reduce the amount of the indebtedness secured by the insured mortgage.

- (b) Payment in part by any person of the principal of the indebtedness, or any other obligation secured by the insured mortgage, or any voluntary partial satisfaction or release of the insured mortgage, to the extent of the payment, satisfaction or release, shall reduce the amount of insurance pro tanto. The amount of insurance may thereafter be increased by accruing interest and advances made to protect the lien of the insured mortgage and secured thereby, with interest thereon, provided in no event shall the amount of insurance be greater than the Amount of Insurance stated in Schedule A.

- (c) Payment in full by any person of the voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company except as provided in Section 2(a) of these Conditions and Stipulations.

10. LIABILITY NONCUMULATIVE.

If the insured acquires title to the estate or interest in satisfaction of the indebtedness secured by the insured mortgage, or any part thereof, 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.

11. PAYMENT OF LOSS.

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

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

12. 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 all rights and remedies of the insured claimant after the insured claimant shall have recovered its principal, interest, and costs of collection.

- (b) The Insured's Rights and Limitations.

Notwithstanding the foregoing, the owner of the indebtedness secured by the insured mortgage, provided the priority of the lien of the insured mortgage or its enforceability is not affected, may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness.

When the permitted acts of the insured claimant occur and the insured has knowledge of any claim of title or interest adverse to the title to the estate or interest or the priority or enforceability of the lien of the insured mortgage, as insured, the Company 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.

- (c) 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.

The Company's right of subrogation shall not be avoided by acquisition of the insured mortgage by an obligor (except an obligor described in Section 1(a) (i) of these Conditions and Stipulations) who acquires the insured mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond and the obligor will not be an insured under this policy, notwithstanding Section 1(a)(i) of these Conditions and Stipulations.

13. 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.

14. 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 lien of the insured mortgage or 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 a validating officer or authorized signatory of the Company.

15. SEVERABILITY.

In the event any provision of this 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.

16. 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 COMMONWEALTH LAND TITLE INSURANCE COMPANY, 1700 Market Street, Philadelphia, PA 19103-3990.

Corporate Supplement to Application

LEGAL NAME OF CORPORATION Cnossen Brothers Company, Inc.

1. Incorporated under the laws of the state of Idaho on July, 21, 1997.
2. The articles of incorporation and bylaws of the corporation were last amended July 1, 1997, 1997
3. Stockholder, directors and officers (include manager if not an officer or director).

NAME	SHARES OWNED	TITLE	DIRECTOR (Yes or No)	PRINCIPAL OCCUPATION
Jim B Cnossen	25	President	Yes	
Frank G Cnossen	25	Secretary	Yes	

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

1998 JAN 15 PM 1:47

In Re SRBA)
) PARTIAL DECREE PURSUANT TO
) I.R.C.P. 54(b) FOR
Case No. 39576)
) Water Right 36-11090

DISTRICT COURT-SRBA
TWIN FALLS CO., IDAHO
FILED

NAME & ADDRESS: CIRCLE 4 CATTLE CO
2338 E 3600 S
JEROME ID 83338

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A
TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 80.4 AF FOR THE
WATERING OF A COMBINED TOTAL OF 6000 BEEF CATTLE.

COMBINED RIGHT NOS.: 36-07109, 36-07292 & 36-08264.

PRIORITY DATE: 12/31/1920

POINT OF DIVERSION: T08S R16E S31 LOT 4 (SESWSW) Within GOODING County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	STOCKWATER	01-01 12-31	0.02 CFS
	DOMESTIC 1 HOME	01-01 12-31	0.04 CFS

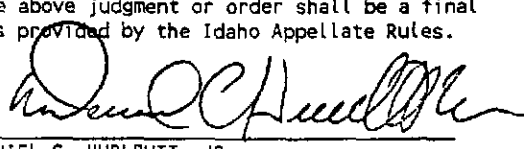
PLACE OF USE:	STOCKWATER	Within GOODING County		
	T08S R16E S31	NESW / Lot 3 (NWSW) /	SESW /	NWSE /
	DOMESTIC	Within GOODING County		
	T08S R16E S31 Lot 4 (SWSW) /			

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.


DANIEL C. HURLBUTT, JR.
PRESIDING JUDGE
Snake River Basin Adjudication



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

June 21, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

CNOSSEN BROTHERS INC
2346 E 3600 S
JEROME ID 83338

RE: Decreed Water Right 36-11090

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced decreed water right to you. The department has modified its records to reflect the change in ownership and has enclosed a computer-generated report for your records.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

Please feel free to contact the department if you have questions.

Sincerely,

L. Glen Saxton

L. GLEN SAXTON, Chief
Water Allocations Bureau

LGS:klt

Enclosure

cc: IDWR-Eastern Region

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MAY 22 2000