

CONTINUATION

SCHEDULE A

Policy Number: G32-883721

PARCEL NO. 1

TOWNSHIP 8 SOUTH, RANGE 14, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 13: NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$;

TOWNSHIP 8 SOUTH, RANGE 14, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 13: That part of the NW $\frac{1}{4}$ NE $\frac{1}{4}$, described as follows:

Commencing at the Northeast corner of Section 13, a distance of 1652.79 feet on a bearing of North 89°47'30" West along the North boundary of Section 13 to the REAL POINT OF BEGINNING;
Thence from this REAL POINT OF BEGINNING a distance of 1322.78 feet on a bearing of South 0°09'49" West to the South boundary of the NW $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence along the South boundary of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ a distance of 988.55 feet on a bearing of North 89°41'27" West to the Southwest corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence from this Southwest corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ and along the West boundary of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ a distance of 1321.04 feet on a bearing of North 0°09'56" East to the North quarter corner of said Section 13;
Thence from this North quarter corner of Section 13 and along the North boundary of Section 13 a distance of 988.50 feet on a bearing of South 89°47'30" East to the REAL POINT OF BEGINNING.

PARCEL NO. 2

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

Section 21: SW $\frac{1}{4}$ SE $\frac{1}{4}$, EXCEPTING THEREFROM that portion of the above described property as was deeded to the Jerome Highway District and being the West 25 feet of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section, and more particularly described in that Deed recorded November 28, 1978 as Instrument Number 237639, Jerome County records.

Section 21: SE $\frac{1}{4}$ SE $\frac{1}{4}$;

PARCEL NO. 3:

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

Section 22: SW $\frac{1}{4}$

MICROFILMED

JAN 24 2002

266
HEL

1645
7-1535

61.6
Villed
HEB

33.9
HEL
Villed

32.9

944

MAR 10

IGROFI

N 24

JAN 18 2002
C059024

Received 1-18-01

#5023573

18 Stanton

STATE OF IDAHO Department of Water Resources
IDAHO DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP RECEIVED

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

JAN 18 2001

Department of Water Resources
Southern Region

1. Water Right No(s): #36-08554; #X36-07379A; #X36-07379B; #36-10801; #36-10789

Adjudication Claim No(s):

JAN 23 2001

2. The following **REQUIRED** information must be submitted with this form:

Department of Water Resources

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** showing the location of the place of use of the water right(s) or claims(s). (These are usually attached to your deed or on file with the county.)

OR

C. If your water right or adjudication claim is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with 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

4. New Owner/Claimant(s)

Vanderham Brothers

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

New Mailing Address

13575 Walker

City, State and ZIP Code

Ontario CA 91761

New Telephone Number

(714) 947-4384

5. Date you acquired the property

August 16, 2000

6. Did you acquire all of the former owner's property? If you did, skip this item and go to item 7. If you acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). Describe in detail your portion of each water right or adjudication claim in the spaces in the box below **only if the water right(s) or claim(s) need to be split between owners.** If necessary, attach additional pages. 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.

Number of acres you irrigate with this water right _____ Number and type of stock _____

Diversion rate in CFS _____ Number of homes you acquired _____ Other uses _____

VANDERHAM BROTHERS

MICROFILMED

7. Signature of New Owner(s) or Claimant(s):

X By

Cornelius P. Vanderham
Cornelius P. Vanderham, a partner

JAN 24 2002

X By

Peter Vanderham
Peter Vanderham, a partner

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.

Receipt # C059024 ... \$25.00 ... 1-7-02 ... J. Maci



ISSUED BY
COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commonwealth

A LANDAMERICA COMPANY

LOAN POLICY OF TITLE INSURANCE

POLICY NUMBER

632-883721

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:

Wm. Chadwick Perrine

Secretary



By:

Janet A. Alpert

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.

MICROFILMED

JAN 24 2002

COMMONWEALTH LAND TITLE INSURANCE COMPANY

EXTENDED ALTA LOAN POLICY

SCHEDULE A

FILE NO.	POLICY NO.	DATE OF POLICY	AMOUNT	PREMIUM
G-29433	G32-883721	September 20, 2000 at 11:41 a.m.	\$3,440,000.00	\$2,724.00

1. Name of Insured: **NORTHWEST FARM CREDIT SERVICES, FLCA**
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:

Parcels No. 1 and 2: Vanderham Brothers, a partnership
Parcel No. 3: Vanderham Dairy, an Idaho General Partnership

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

A Mortgage to secure payment of a note for \$3,440,000.00, and any other amounts as therein provided, together with interest and any other obligations secured thereby:

Recorded: August 16, 2000 as Instrument No. 187075, records of Gooding County, Idaho.
Recorded: August 16, 2000 as Instrument No. 2003639, records of Jerome County, Idaho
Dated: August 8, 2000
Mortgagor: Vanderham Brothers, a partnership consisting of Cornelius P. Vanderham, Peter Vanderham; Cornelius P. Vanderham and Marian Vanderham, husband and wife; Peter Vanderham and Wilma Vanderham, husband and wife; Vanderham Dairy, a partnership consisting of Cornelius P. Vanderham, Peter Vanderham, Kenny Vanderham
Mortgagee: Northwest Farm Credit Services, FLCA

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

SEE ATTACHED SCHEDULE A, PAGE 2

LAND TITLE AND ESCROW, INC.

Countersigned: 
Authorized Officer or Agent

This Policy is valid only if Schedule B is attached.

MICROFILMED

JAN 14 2002

CONTINUATION

SCHEDULE A

Policy Number: G32-883721

PARCEL NO. 1

TOWNSHIP 8 SOUTH, RANGE 14, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 13: NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$;

TOWNSHIP 8 SOUTH, RANGE 14, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

-Section 13: That part of the NW $\frac{1}{4}$ NE $\frac{1}{4}$, described as follows:

Commencing at the Northeast corner of Section 13, a distance of 1652.79 feet on a bearing of North 89°47'30" West along the North boundary of Section 13 to the REAL POINT OF BEGINNING;
Thence from this REAL POINT OF BEGINNING a distance of 1322.78 feet on a bearing of South 0°09'49" West to the South boundary of the NW $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence along the South boundary of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ a distance of 988.55 feet on a bearing of North 89°41'27" West to the Southwest corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence from this Southwest corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ and along the West boundary of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ a distance of 1321.04 feet on a bearing of North 0°09'56" East to the North quarter corner of said Section 13;
Thence from this North quarter corner of Section 13 and along the North boundary of Section 13 a distance of 988.50 feet on a bearing of South 89°47'30" East to the REAL POINT OF BEGINNING.

PARCEL NO. 2

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

Section 21: SW $\frac{1}{4}$ SE $\frac{1}{4}$, EXCEPTING THEREFROM that portion of the above described property as was deeded to the Jerome Highway District and being the West 25 feet of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section, and more particularly described in that Deed recorded November 28, 1978 as Instrument Number 237639, Jerome County records.

Section 21: SE $\frac{1}{4}$ SE $\frac{1}{4}$;

PARCEL NO. 3:

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

MICROFILMED

Section 22: SW $\frac{1}{4}$

JAN 24 2002

EXTENDED ALTA LOAN POLICY

SCHEDULE B

EXCEPTIONS FROM COVERAGE

Policy Number: G32-883721

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:

1. (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.
2. 2000 taxes and subsequent years, taxes are an accruing lien, not yet due or payable.
3. Assessments of the North Side Canal Company and the rights and powers of said Company as by law provided. (Assessments Paid Current)
4. Right of way for canals, laterals and waste ditches of the North Side Canal Company, Ltd.
5. Power Line Easement given by Anton Hof and Alice Hof, husband and wife, to Idaho Power Company, a corporation, dated September 26, 1947, recorded April 15, 1948 in Book 134 Page 456 as Instrument Number 102737, Jerome County records, affecting the E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 1, Township 8 South, Range 16, East Boise Meridian.
6. Power Line Easement given by Lottie E. Tracy Wert, to Idaho Power Company, a corporation, dated August 31, 1971, recorded January 24, 1972 as Instrument Number 38787, Gooding County records, affecting the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 13, Township 8 South, Range 14, East Boise Meridian.
7. The effect of Power Line Easement given by Glen C. Patheal and Helen Patheal, husband and wife, to Idaho Power Company, a corporation, dated April 21, 1976, recorded December 16, 1976 as Instrument Number 62369, Gooding County records, affecting the South 50 feet of the NW $\frac{1}{4}$ of Section 13, Township 8 South, Range 14, East Boise Meridian.
8. Power Line Easement given by Duane Tracy and Linda L. Tracy, and Harold L. Dickerson and Linda Dickerson, to Idaho Power Company, a corporation, dated June 11, 1980, recorded November 10, 1980 as Instrument Number 86184, Gooding County records, affecting a parcel of land in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, Township 8 South, Range 14, East Boise Meridian.
9. Power Line Easement given by Harold L. Dickerson and Linda F. Dickerson, and Duane Tracy and Linda L. Tracy, to Idaho Power Company, a corporation, dated April 16, 1980, recorded January 7, 1981 as Instrument Number 87132, Gooding County records, affecting a parcel of land in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, Township 8 South, Range 14, East Boise Meridian.

JAN 24 2002

-Continued-

CONTINUATION

SCHEDULE B

Policy Number: G32-883721

10. Subject to a 25.00 feet in width county road right of way along the Westerly boundary and subject to a 25.00 feet in width access easement along the Southerly boundary as disclosed in Survey recorded April 13, 1992 as Instrument Number 148319, Gooding County records.
11. Financing Statements, Seed and Farm Laborer's liens against crops which are filed in the office of the Secretary of State.
12. Right of way for roads, canals, laterals and waste ditches as contained in an Agreement by and between the State of Idaho, and the Twin Falls North Side Land and Water Company, dated August 21, 1907, recorded in Book 15 Page 589, Jerome County records.
13. Power Line Easement in favor of Idaho Power Company, recorded October 24, 1927 in Book 96 Page 16, Jerome County records, affecting the S $\frac{1}{2}$ SE $\frac{1}{4}$, Section 21, Township 8 South, Range 16, East Boise Meridian. (Parcel No. 2)
14. Power Line Easement in favor of Idaho Power Company recorded March 2, 1966 as Instrument Number 167155, Jerome County records, affecting the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 21, Township 8 South, Range 16, East Boise Meridian. (Parcel No. 2)
15. Power Line Easement given by Vanderham Brothers, to Idaho Power Company, a corporation, dated December 9, 1987, recorded June 24, 1988 as Instrument Number 311791, Jerome County records, affecting a portion of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 21, Township 8 South, Range 16, East Boise Meridian. (Parcel No. 2)
16. Pole Line Easement given by Matt Sonnichsen and Elsie Sonnichsen, husband and wife, to Idaho Power Company, a corporation, dated October 30, 1930, recorded May 12, 1931 in Book 98 Page 570 as Instrument Number 47456, Jerome County records, affecting a portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22, Township 8 South, Range 16, East Boise Meridian. (Parcel No. 3)
17. Amended Ditch Right of Way given by Elsie Sonnichsen, a widow, to Alice F. Sonnichsen, a widow, recorded October 22, 1981 as Instrument Number 260881, Jerome County records, pertaining to a right of way over the E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 22, Township 8 South, Range 16, East Boise Meridian. (Parcel No. 3)
18. Mortgage (Closed End) given by Vanderham Brothers, a partnership composed of Cornelius Vanderham and Peter Vanderham; Cornelius Vanderham and Marian Vanderham, husband and wife; and Peter Vanderham and Wilma Vanderham, husband and wife, to Northwest Farm Credit Services, ACA, dated March 12, 1992, recorded March 26, 1992 as Instrument Number 920988, Jerome County records, TO SECURE: \$590,000.00. ASSIGNED TO: Northwest Farm Credit Service, FLCA by an Assignment of Note and Mortgage, dated March 9, 2000 and recorded March 10, 2000 as Instrument No. 2001170, records of Jerome County, Idaho. (Parcel No. 2)

MICROFILMED

JAN 24 2002

-Continued-

61F
33445-441

CONTINUATION

SCHEDULE B

Policy Number: G32-883721

19. Financing Statement No. 28624 from Vanderham Bros. Dairy, as Debtors, to Bank of America NT & SA, as Secured Party, filed January 16, 1989 as Instrument Number 314300, Jerome County records. SUBORDINATION AGREEMENT dated April 3, 1992, recorded April 15, 1992 as Instrument Number 921272, Jerome County records, wherein Bank of America, NT & SA hereby agrees to subordinate the lien of the Financing Statement described herein to the lien of the Mortgage described as Paragraph 18 above. AMENDMENT recorded January 4, 1993 as Instrument Number 930000, Jerome County records. AMENDMENT recorded September 20, 2000 as Instrument Number 2004202, Jerome County records. (Parcel No. 2)
20. Unrecorded Oral Lease by Vanderham Brothers, Cornelius Vanderham and Peter Vanderham, Lessors, and Kenny Vanderham and Leslie Vanderham, husband and wife, as Lessees. SUBORDINATION AGREEMENT dated April 2, 1992, recorded May 13, 1993 as Instrument Number 931758, Jerome County records, wherein Kenny Vanderham and Leslie Vanderham does hereby subordinate the lien of Oral Lease described herein to the lien of the Mortgage described as Paragraph No. 18 above. SUBORDINATION Agreement dated March 22, 2000, recorded April 13, 2000 as Instrument Number 2001747, Jerome County records, wherein Vanderham Brothers hereby agrees to subordinate the lien of the Unrecorded Oral Lease described herein to the lien of the Mortgage described as Paragraph No. 30 below. SUBORDINATION Agreement dated August 8, 2000, recorded September 15, 2000 as Instrument Number 2004126, Jerome County records, wherein Kenny Vanderham and Leslie Vanderham hereby agrees to subordinate the lien of the Oral Lease described herein to the lien of the Mortgage described as Paragraph No. A of Schedule A. (Parcels No. 2 and 3)
21. A Mortgage to secure payment of a note for \$666,000.00, and any other amounts as therein provided, together with interest and any other obligations secured thereby:

Recorded: April 11, 2000 as Instrument No. 2001713, records of Jerome County, Idaho.

Dated: March 22, 2000

Mortgagor: Vanderham Dairy, a partnership, consisting of Kenny Vanderham, Cornelius P. Vanderham, Peter Vanderham, Vanderham Brothers, a partnership consisting of Cornelius P. Vanderham, Peter Vanderham

Mortgagee: Northwest Farm Credit Services, FLCA

END OF SCHEDULE B

MICROFILMED

JAN 24 2002

ENDORSEMENT

FEE \$25.00

Attached to Policy No.

G32-883721

G-29433/Vanderham 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.

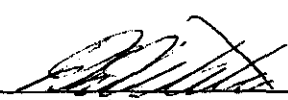
This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto, except that the insurance afforded by this endorsement is not subject to Section 3(d) of the Exclusions From Coverage. Except to the extent expressly stated, 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: September 20, 2000

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Countersigned

By


Authorized Officer or Agent**MICROFILMED****JAN 24 2002**

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 (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 (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 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 3 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 the 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 or 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) 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) 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 obligations. 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 provisions 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 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: Consumer Affairs Department, 2000 Ave. 22562, Richmond, Virginia 23261-7567.

MICROFILMED

JAN 24 2002
ORIGINAL
Valid only if Face Page and Schedules A and B are attached

WARRANTY DEED

#G-29433

For Value Received

Luis M. Bettencourt, a single man

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

Vanderham Brothers, a partnership
Cornelius P. Vanderham, partner
Peter Vanderham, partner
Address: 13575 Walker, Ontario, CA 91761

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

SEE EXHIBIT "A" attached hereto:

"*TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto, including, but not limited to, 30.00 shares of capital stock in the North Side Canal Company, Ltd.

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

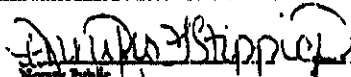
Dated: August 15, 2000


Luis M. Bettencourt

Instrument # 187074
GOODING COUNTY, IDAHO
3008-07-16 0123587 No. of Pages: 2
Recorded for: LAND TITLE
HELEN EDWARDS Fee: \$ 00
Co-Officio Recorder Deputy
JENNIFER L. STIPPICH

STATE OF IDAHO)
COUNTY OF JEROME)

On this 15th day of August, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Luis M. Bettencourt and, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.


Notary Public
Residing at: Jerome, ID
My Commission expires: 8-20-04

JENNIFER L. STIPPICH
NOTARY PUBLIC
STATE OF IDAHO

Name: 00187074.000
Dimensions: 2528 x 4192 pixels

MICROFILMED

JAN 24 2002

EXHIBIT "A"**Order Number: G-29433****PARCEL NO. 1****TOWNSHIP 8 SOUTH, RANGE 14, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO****Section 13: NW¼; NE¼SW¼;****TOWNSHIP 8 SOUTH, RANGE 14, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO****Section 13: That part of the NW¼NE¼, described as follows:**

Commencing at the Northeast corner of Section 13, a distance of 1652.79 feet on a bearing of North 89°47'30" West along the North boundary of Section 13 to the REAL POINT OF BEGINNING;
Thence from this REAL POINT OF BEGINNING a distance of 1322.78 feet on a bearing of South 0°09'49" West to the South boundary of the NW¼NE¼;
Thence along the South boundary of the NW¼NE¼ a distance of 988.55 feet on a bearing of North 89°41'27" West to the Southwest corner of the NW¼NE¼;
Thence from this Southwest corner of the NW¼NE¼ and along the West boundary of the NW¼NE¼ a distance of 1321.04 feet on a bearing of North 0°09'56" East to the North quarter corner of said Section 13;
Thence from this North quarter corner of Section 13 and along the North boundary of Section 13 a distance of 988.50 feet on a bearing of South 89°47'30" East to the REAL POINT OF BEGINNING.

Name: 00187074.001
Dimensions: 2528 x 3280 pixels

MICROFILMED**JAN 24 2002**

10-23-1996 10:33AM FROM FREDERICKSON, ET AL. 208 324 3135

169221

STATE OF IDAHO COUNTY OF GOODING

Filed for record at the request of Frederickson, et al

03 min. past 10 o'clock A. M. this 8th

of January 19 97 600

WARRANTY DEED

by Forrest P. Hymas Deputy

FOR VALUE RECEIVED, FORREST P. HYMAS, Chapter 12 Trustee in the matter of John Folkings and Tina Folkings, husband and wife, Debtors, now pending under Case No. 96-01542 in the United States Bankruptcy Court for the District of Idaho, hereinafter called the "Grantor", does hereby grant, bargain, sell and convey unto LUIS BETTENCOURT and MARIA BETTENCOURT, husband and wife, hereinafter called the "Grantees", the following described premises, in Gooding County, Idaho, to wit:

TOWNSHIP 8 SOUTH, RANGE 14 EAST, BOISE MERIDIAN
GOODING COUNTY, IDAHO

Section 13: W½NE½NW¼

TOGETHER with 20 shares of stock in the North Side Canal
Co., Ltd. appurtenant thereto.

Common Address: 1831 E 3200 S, Wendell, Idaho 83355

SUBJECT TO encumbrances, easements and rights-of-way as follows:

1. General taxes for 1997 and future years.
2. Assessments for the North Side Canal Co., Ltd. for 1997 and future years.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. The Grantor does hereby covenant to and with the said Grantees, that he has lawful title to the above described real property; that he will warrant and defend the same from all lawful claims whatsoever; and that the real property is granted free and clear of all encumbrances except as hereinabove specifically provided.

DATED this 31 day of December, 1996.

"GRANTOR"



FORREST P. HYMAS, TRUSTEE

In the Matter of John Folkings and Tina Folkings

WARRANTY DEED - 1

MICROFILMED

JAN 24 2002

Certified to be a true and correct
copy of original filed in my office.

Carrollton, S. Virginia, Clerk
United States District Court for the District of Idaho

Forrest P. Hymas
Chapter 12 Trustee

FORREST P. HYMAS
Chapter 12 Trustee
P.O. Box 89
Jerome, ID 83338
Telephone: (208) 324-2336
FAX: (208) 324-2335

169220

U.S. DISTRICT COURT
DISTRICT OF IDAHO

RECORDED

STATE OF IDAHO COUNTY OF GOODING

Filed for record at the request of

Erickson, Williams

04 min. past 10 o'clock A.M. this 9th
of January 1997 24.00

By Penny Williams Deputy

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF IDAHO

IN RE

John FOLKINGA and
Tina FOLKINGA,

Debtors,

Chapter 12

Case No. 96-01542 JDP

ORDER CONFIRMING SECOND
AMENDED CHAPTER 12 PLAN

Debtors Second Amended Chapter 12 Plan came before the Court for a Confirmation Hearing on December 9, 1996. Appearing at the hearing were James C. Meservy representing the Debtors; Kimbell D. Gourley representing Key Bank of Idaho; Warren S. Derbidge representing the Internal Revenue Service and Forrest P. Hymas Chapter 12 Trustee.

After notice and hearing on the Debtors' proposed Second Amended Chapter 12 Plan, the court makes the following determination:

1. The case qualifies within the definition of family farm as outlined by 11 U.S.P. 101(7).
2. Any objections previously filed have been resolved.
3. The Debtors' Plan for Liquidation has been proposed in good faith.

MICROFILMED

JAN 24 2002

STATE OF Idaho
County of Jerome ss.

On this 31st day of December, 1996, before me, the undersigned, a Notary Public in and for said County and State, personally appeared FORREST P. HYMAS, the Chapter 12 Trustee in the matter of John Folkings and Tina Folkings, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same in such capacity.

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



E. Linza
NOTARY PUBLIC
Residing at: Jerome
Commission Expires: 9-7-2000

WARRANTY DEED - 2

MICROFILMED

JAN 24 2002

175162

STATE OF IDAHO COUNTY OF GOODING

GOODING TITLE & ESCROW

Filed for record at the request of

10 min. past 4 o'clock P.m. this 22nd
of April 1998 6.00

by Penny Archibald Deputy

QUITCLAIM DEED

FOR VALUE RECEIVED, AGNELO J. MATOS and HELEN M. MATOS, husband and wife, individually and as former partners of MATOS DAIRY, an Idaho general partnership, hereinafter called the "Grantors", hereby remise, release, and forever quitclaim their right, title and interest that they now have or may hereafter acquire unto LUIS BETTENCOURT, a single man, whose address is 181 West 400 North, Jerome, Idaho, 83338, hereinafter called the "Grantee", the following described premises, in Gooding County, Idaho, to wit:

TOWNSHIP 8 SOUTH, RANGE 14, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 13: W $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$

AND together with all waters and water rights of every kind and description and however evidenced and all ditches or other conduits, rights therein and rights of way therefor which now are or hereafter may be appurtenant to said premises or any part thereof, or used in connection therewith.

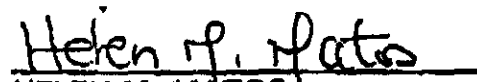
AND together with all tenements, hereditaments and appurtenances thereunto belonging or any wise appertaining; subject to any and all easements, rights-of-way, or restrictions of record.

TO HAVE AND TO HOLD the premises, with their appurtenances unto said Grantee, and the Grantee's heirs and assigns forever.

DATED this 15th day of April, 1998.

"GRANTORS"


AGNELO J. MATOS


HELEN M. MATOS

MICROFILMED

C:\P\WARE\ESTQUITCLAM\MAT - 1

JAN 24 2002

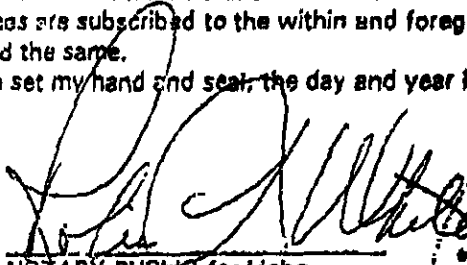
STATE OF IDAHO

County of Blaine

) ss:

On this 15th day of April, 1998, before me, the undersigned, a Notary Public in and for said County and State, personally appeared AGNELO J. MATOS and HELEN M. MATOS, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and who acknowledged to me that they executed the same.

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


NOTARY PUBLIC for IdahoResiding at: BlaineCommission Expires: 12-26-01

172217

STATE OF IDAHO COUNTY OF GOODING

Filed for record at the request of

Land Title & Escrow Inc.

at 3:55 min. past 9 o'clock A.M. this 3rd

of September 1997 6.00

By Penny Y. Y. Deputy

QUITCLAIM DEED

FOR VALUE RECEIVED, AGNELO J. MATOS and HELEN M. MATOS, husband and wife, hereinafter called the "Grantors", hereby remise, release, and forever quitclaim their right, title and interest that they now have or may hereafter acquire unto MATOS DAIRY, an Idaho general partnership, LUIS BETTENCOURT and MARIA BETTENCOURT, husband and wife, partners; whose address is 187 W 400 N, Jerome ID 83338, hereinafter called the "Grantee", the following described premises, in Gooding County, Idaho, to wit:

TRACT I

TOWNSHIP 8 SOUTH, RANGE 14, EAST OF THE BOISE MERIDIAN
GOODING COUNTY, IDAHO

Section 13: That part of the NW $\frac{1}{4}$ NE $\frac{1}{4}$, described as follows:

COMMENCING at the Northeast corner of Section 13, a distance of 1652.79 feet on a bearing of North 89°47'30" West along the North boundary of Section 13 to the Real Point of Beginning;

THENCE from this Real Point of Beginning a distance of 1322.78 feet on a bearing of South 0°09'49" West to the South boundary of the NW $\frac{1}{4}$ NE $\frac{1}{4}$;

THENCE along the South boundary of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ a distance of 987.55 feet on a bearing of North 89°41'27" West to the Southwest corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$;

THENCE from this Southwest corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ and along the West boundary of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ a distance of 1321.04 feet on a bearing of North 0°09'56" East to the North quarter of said Section 13;

THENCE from this North quarter corner of Section 13 and along the North boundary of Section 13 a distance of 988.50 feet on a bearing of South 89°47'30" East to the Real Point of Beginning.

TRACT II

TOWNSHIP 8 SOUTH, RANGE 14, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 13: W $\frac{1}{2}$ NW $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$

C:\LV\REALTY\QUITCLAM\MATOS MICROFILMED

JAN 24 2002

TRACT III

TOWNSHIP 3 SOUTH, RANGE 14, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 13: E $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$;

Also known as the East 20 acres of the NE $\frac{1}{4}$ NW $\frac{1}{4}$.

AND together with all waters and water rights of every kind and description and however evidenced and all ditches or other conduits, rights therein and rights of way therefor which now are or hereafter may be appurtenant to said premises or any part thereof, or used in connection therewith.

AND together with all tenements, hereditaments and appurtenances thereunto belonging or any wise appertaining; subject to any and all easements, rights-of-way, or restrictions of record.

TO HAVE AND TO HOLD the premises, with their appurtenances unto said Grantees, and the Grantees' heirs and assigns forever.

DATED this 15 day of August, 1997.

"GRANTORS"

Agnele J. Matos
AGNELO J. MATOS

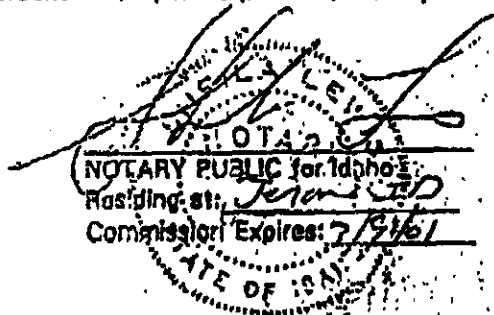
Helen M. Matos
HELEN M. MATOS

STATE OF IDAHO

County of Teton)
) ss:

On this 15 day of August, 1997, before me, the undersigned, a Notary Public in and for said County and State, personally appeared AGNELO J. MATOS and HELEN M. MATOS, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and who acknowledged to me that they executed the same.

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



266
HEL

1645
7-1555

61.6
HEL
Valley

Valley
33.9
HEL

32.9

MAPLOS

HEL

HEL

HEL

HEL

ICROT

N 2

RECEIVED

NOV 17 1998

Department of Water Resources
Adjudication Bureau

1998 NOV 16 PM 2:26

DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO
FILED

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

In Re SRBA

Case No. 39576

) ORDER OF PARTIAL DECREE

) For Water Right 36-07379B

On June 15, 1998, the Idaho Department of Water Resources filed a *Notice of Completed Administrative Proceedings* and an *Amended Director's Report* notifying the court of a transfer of the above water right pursuant to I.C. § 42-222. Right number 36-07379B resulted from the split of water right 36-07379. No objections were filed to the *Amended Director's Report*, and the time for filing objections has expired.

Therefore, IT IS ORDERED that water right 36-07379B is hereby decreed as set forth in the attached *Partial Decree Pursuant to I.R.C.P. 54(b)*.

DATED NOV 16 1998.


DANIEL C. HURLBUTT, JR.
Presiding Judge
Snake River Basin Adjudication

MICROFILMED

JAN 24 2002

1998 NOV 16 PM 02:00
DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO
FILED _____

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

In Re SRBA)
Case No. 39576)
_____)

CERTIFICATE OF MAILING

Water Right(s): 36-07379

CERTIFICATE OF MAILING

I certify that a true and correct copy of the PARTIAL DECREE
PURSUANT TO I.R.C.P. 54(b) for WATER RIGHT 36-07379 was mailed
on November 16, 1998, with sufficient first-class postage prepaid
to the following:

DIRECTOR OF IDWR
PO BOX 83720
BOISE, ID 83720-0098

AGNELO J & HELEN MATOS
1659 EAST 3200 SOUTH
WENDELL, ID 83355

DIANA DELANEY
Chief Deputy Clerk

CERTIFICATE OF MAILING

MICROFILMED
JAN 24 2002

PAGE 1
11/16/98

1998 NOV 16 PM 2:26

DISTRICT COURT-SRBA
TWIN FALLS CO., IDAHO
FILED

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

In Re SRBA

Case No. 39576

**PARTIAL DECREE OF DISALLOWED
WATER RIGHT**

For Water Right 36-07379

On June 15, 1998, the Idaho Department of Water Resources filed a *Notice of Completed Administrative Proceedings* and an *Amended Director's Report* notifying the court of a transfer of the above water right pursuant to I.C. § 42-222. Right number 36-07379 was split into 36-07379A and 36-07379B, and 36-07379 was recommended disallowed. No objections were filed to the *Amended Director's Report*, and the time for filing objections has expired.

As this court has previously determined, all claims reported to the court by the Director of IDWR shall appear in a decree. This is required so that there is no confusion over action taken by the court on all claims reported to it.

Therefore, IT IS ORDERED that water right 36-07379 is hereby decreed disallowed.

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.

DATED NOV 16 1998



DANIEL C. HURLBUTT, JR.

Presiding Judge

Snake River Basin Adjudication

ORDER OF PARTIAL DECREE

MICROFILMED
JAN 24 2002

Page 1

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

In Re SRBA)
Case No. 39576)
_____)

PARTIAL DECREE PURSUANT TO 1998 NOV 16 PM 2:26
I.R.C.P. 54(b) FOR

Water Right 36-073798

DISTRICT COURT-SRBA
TWIN FALLS CO., IDAHO
FILED _____

NAME AND ADDRESS: MATOS DAIRY
1659 EAST 3200 SOUTH
WENDELL, ID 83355

SOURCE: GROUNDWATER

QUANTITY: 0.27 CFS
72.00 AFY

PRIORITY DATE: 09/18/1973

POINT OF DIVERSION: T08S R14E S13 NWNE Within Gooding County
NENW

TWO POINTS OF DIVERSION LOCATED IN T08S, R14E, S13, NENW

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Stockwater	01-01 TO 12-31	0.27 CFS 33.50 AFY
	Commercial	01-01 TO 12-31	0.27 CFS 38.50 AFY

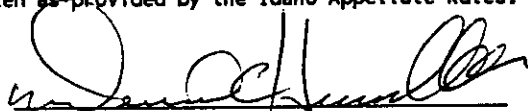
PLACE OF USE:	Stockwater		Within Gooding County
	T08S R14E S13	NWNE	NENW
	Commercial		Within Gooding County
	T08S R14E S13	NWNE	NENW

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

A MEASURING DEVICE OF A TYPE APPROVED BY IDWR SHALL BE MAINTAINED
AS A PART OF THE DIVERTING WORKS

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

MICROFILMED

NOV 24 2002

1998 NOV 16 PM 02:00
DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO
FILED _____

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

In Re SRBA)

Case No. 39576)
_____)

CERTIFICATE OF MAILING

Water Right(s): 36-07379B

CERTIFICATE OF MAILING

I certify that a true and correct copy of the PARTIAL DECREE
PURSUANT TO I.R.C.P. 54(b) for WATER RIGHT 36-07379B was mailed
on November 16, 1998, with sufficient first-class postage prepaid
to the following:

DIRECTOR OF IDWR
PO BOX 83720
BOISE, ID 83720-0098

MATOS DAIRY
1659 EAST 3200 SOUTH
WENDELL, ID 83355
Phone: 208-536-4669

DIANA DELANEY
Chief Deputy Clerk

MICROFILMED

JAN 24 2002

CERTIFICATE OF MAILING

PAGE 1
11/16/98

RECEIVED

FEB - 8 2002

Department of Water Resources

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

CHANGE IN ADDRESS

This form can be used to notify the Department of a change in
address of the owners of record for the listed water rights.

(Please print or type)

[] Water Right Number(s): 36 - 7379 B

[] Name(s): VANDERHAM BROS. DAIRY

[] Old Mailing Address: 13575 WALKER
DUNBAR CA 91761

[] New Mailing Address: 5501 CARRIAGE PL
RANCHO CUCAMONGA CA
91737-1804

Telephone Number: (909) 944-6781

[] Signature(s) of Owner(s) Kit Vanderham
Partner
(Include your title if on behalf of company or organization)

Date: 2-2-02

Database updated

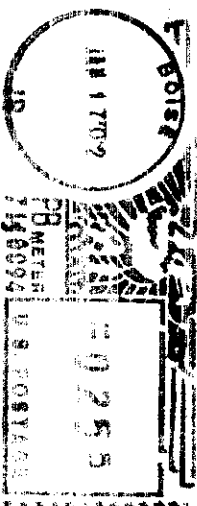
Service Requested

RECEIVED
JAN 28 1992

Department of Water Conservation

WR 36-7379B
Mail resent w/ address
change form.
Kari Lefner
1.28.02

**PREPARED
FIRST CLASS**



VAND575* 917612062 1A01 13 01/22/02
RETURN TO SENDER DAIRY
5501 CARRIAGE PL CA 91737-1604
RANCHO CUCCAMONGA
RETURN TO SENDER

31761 43436-103

[illegible]



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

January 17, 2002

VANDERHAM BROTHERS DAIRY
13575 WALKER
ONTARIO CA 91761

RE: Change of Ownership for Water Right 36-7379B

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced 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 this office if you have any questions regarding this matter.

Sincerely,

for Kari Lynn Swanson
Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosure

MICROFILMED
JAN 24 2002

Receipt Details for ID C059024

Status	Adjustment Type	Version
		1

General Information:

Date Received	Date Deposited	Region	Total Amount	Payment Type
1/7/2002 1:46:28 PM		STATE	\$25.00	Check
Payer		VANDERHAM BROTHERS DAIRY		

Account Information:

Check #	Account #	Credit Card Name	Authorization #
31028			
Card Expiration Date	Credit Card Transaction #		

Comment WATER RIGHT 36-07379B**Fee Detail:**

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
\$25.00	OWNERSHIP CHANGES/SECURITY INTERESTS	56140	0229	21		1155

Refund(s):

Amount	Payee	Date	Document Number
--------	-------	------	-----------------

MICROFILMED
JAN 24 2002



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

December 18, 2001

VANDERHAM BROTHERS
13575 WALKER
ONTARIO CA 91761

RE: Change of Ownership for Decreed Water Right 36-07379B

Dear Interested Parties:

Our letter of August 27, 2001 (copy enclosed) requesting the \$25.00 filing fee which is required for the processing of an ownership change on water rights remains unanswered. Therefore, I am returning the ownership change request and warranty deed to you. A copy will be kept in our files for reference.

Please note that filing fees in the amount of \$50.00 were received at our Southern Region office and applied to the changes of ownership for decreed water rights 36-10789 and 36-10801. A copy of receipt S023573 is enclosed.

If, at a later date, you wish to reinstate this request you may send the enclosed paperwork along with the required \$25.00 filing fee and we will be happy to complete the request for you.

You may call our office at 327-7900 if you have any questions regarding this matter.

Sincerely,

Kari Lynn Townsend
Secretary

KLT:k

Enclosures

MICROFILMED

JAN 24 2002

Receipt Details for ID S023573

COPY

Status	Adjustment Type	Version
		2

General Information:

Date Received	Date Deposited	Region	Total Amount	Payment Type
1/18/2001 2:48:37 PM	1/19/2001 4:46:22 PM	SOUTHERN	\$50.00	Check
Payer		FARM CREDIT SERVICES		

Account Information:

Check #	Account #	Credit Card Name	Authorization #
25003710			
Card Expiration Date	Credit Card Transaction #		

Comment Change of Ownership - Rts 36-10789 & 10801 (decreed)

Fee Detail:

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
\$50.00	OWNERSHIP CHANGES/SECURITY INTERESTS	64140	0229	21		1155

Refund(s):

Amount	Payee	Date	Document Number
--------	-------	------	-----------------

MICROFILMED
JAN 24 2002



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

August 27, 2001

VANDERHAM BROTHERS
13575 WALKER
ONTARIO CA 91761

RE: Change in Ownership for Decreed Water Right 36-7379B

Dear Messrs. Vanderham:

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership. Our review of your notice indicates that additional information is required before we can process the change. The information required is indicated below:

✓ Filing Fee of \$25 per water right

Effective July 1, 2000, the legislature enacted House Bill No. 545 requiring a filing fee for a change in water right ownership. The fee is \$25 per water right, except for ownership changes resulting in the division of a water right, which is \$100 per water right. We have determined that the filing fee for your notice will be \$25.00.

Because the Department cannot process the ownership change without proper fees, we will hold any action on your notice pending receipt of the necessary fees.

If we do not receive the necessary fees within 30 days we will return your notice and all attachments and your notice will not be processed.

Please note that water right owners are required to report any change in water right ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Contact any office of the Department or visit the Department's homepage on the Internet to obtain the proper forms and instructions.

Please feel free to contact this office if you have any questions.

Sincerely,

Kari Lynn Townsend
Secretary

KLT:k

MICROFILMED

100 2 4 2002

*Mailed Copy of
8.27.01 letter for
reminder.*

*Kari Lynn
9.27.01*

RECEIVED

DEC 16 1981

State of Idaho
Department of Water Resources

Department of Water Resources
Southern District Office

WATER RIGHT LICENSE

License of Water Right No. 36-7379 Priority September 18, 1973 Amount 2.23 cfs

THIS IS TO CERTIFY, that Glen C. Patheal

of Jerome, Idaho, has complied with the terms and conditions of Permit No. 36-7379 issued pursuant to Application for Permit dated September 18, 1973, and has submitted proof to the Department of Water Resources on September 15, 1980, that he has applied water to a beneficial use; an examination by the Department indicates that the works have a capacity for the diversion of 2.23 cfs of water from a groundwater source, tributary to _____, and that the permit holder has applied to a beneficial use and established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
<u>Irrigation</u>	from <u>March 15</u> to <u>November 15</u>	at <u>2.23</u> cfs and	<u>600.0</u> acre feet
	from _____ to _____	at _____ cfs and	_____
	from _____ to _____	at _____ cfs and	_____

(both dates inclusive)

Subject, however, to the condition that no more than 2.23 cfs of water be diverted at any one time, and that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed 600.0 acre feet per year, said waters to be diverted within the SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 13, Twp. 8S, Rge. 14E in the County of Gooding

Description and location of place of use:

Twp.	Range	Sec.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				Totals
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
8S	14E	13						40	40	40	30								150

Total number of acres irrigated 150

This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre for the lands above.

NOTE: Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho Law. This right may be forfeited by five years of non-use.

The right to the use of the water hereby confirmed is restricted and appurtenant to the lands or place of use herein described, as provided by the laws of Idaho.

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 30 day of November, 19 81.

Acting for the Director

Norman C. Young

36-7379