

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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 37-10400
Date Received: 7/5/1988
Receipt No: S000710
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

4 HANS-SORENSEN FARMS LLC Phone: (208)886-7766
1509 N 470 E
SHOSHONE ID USA 83352

2. Date of Priority: 05/01/1887

3. Source: BIG WOOD RIVER Trib. to: MALAD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
03S	18E	23	SW NW NE	LINCOLN	

5. Description of diverting works:

HEADGATE IN RICHFIELD CANAL.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	4/01	11/01	8.28	

7. Total Quantity Appropriated is:
8.28 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4 Lot	Use	Acres
03S	18E	22	NW NW	IRRIGATION	22

37-10400 09/02/2005

NE	NW	IRRIGATION	37
NW	NE	IRRIGATION	40
NE	NE	IRRIGATION	40
SE	NE	IRRIGATION	28
SW	NE	IRRIGATION	28
SE	NW	IRRIGATION	15
SW	NW	IRRIGATION	10
NW	SW	IRRIGATION	24
Section Acres			244
Total Acres			244

11. Place of use in counties: LINCOLN

12. Do you own the property listed above as place of use? Yes

13. Other Water Rights Used:

14. Remarks:

REFER TO WR #37-00122, 37-00122B, 37-00123A,B,& D, AND 37-00124. TRANSFERS #2823, 2824, 2825.

15. Basis of Claim: Decreed

RECEIVED
AUG 15 2005RECEIVED
AUG 05 2005
Department of Water Resources
Southern RegionSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Department of Water Resources
Southern RegionPlease print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided, if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s)	Adjudication Claim No(s)	Split	Water Right No(s)	Adjudication Claim No(s)	Split
37-10399					
37-10400					
37-10401	} decreed \$25.00 fee				
37-10402					

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or SURVEY MAP clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) are for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the PLAT OF PROPERTY or SURVEY MAP.

3. Name and Address of Former Owner/Claimant(s)

Gordon Sorensen
1514 N. 470 E. Shoshone, Id.

4. New Owner/Claimant(s)

4 Hans - Sorensen Farms LLC
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

1509 N. 470 E. Shoshone, Id.

City, State and ZIP Code

Shoshone, Id. 83352

New Telephone Number

(208) 886-7766

5. Date you acquired the property

1999

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7.** If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s) Tracy Sorenson Connie Sorenson owners
(include title if applicable)

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by <u>[Signature]</u>	Date <u>8/15/05</u>	Fee <u>50.00</u>
Receipted by <u>[Signature]</u>	Date <u>8/15/05</u>	Receipt No. <u>5027919</u>
Processed by <u>[Signature]</u> AJ	Date _____	WR _____ Date _____

QUITCLAIM DEED

FOR VALUE RECEIVED

S & S FARMS, A PARTNERSHIP & TRA-CO FARMS, INC.

GRANTOR(S)

Does (do) hereby, convey, release, remise and forever quitclaim unto
4 HANS-SORENSEN FARMS, LLC

GRANTEE(S)

Whose address is: 1509 NORTH 470 EAST, SHOSHONE, IDAHO 83352

The following described premises, to-wit:

SEE EXHIBITS A - E ATTACHED HERETO AND MADE A PART HEREOF.

Together with their appurtenances.

Dated June 23, 2005

S & S FARMS, A PARTNERSHIP

Gordon E. Sorensen
GORDON E. SORENSEN, PARTNER

Gloria L. Sorensen
GLORIA L. SORENSEN, PARTNER

Tracy Sorensen
TRACY SORENSEN, PARTNER

Connie Sorensen
CONNIE SORENSEN, PARTNER

TRA-CO FARMS, INC

Tracy Sorensen
TRACY SORENSEN, PARTNER

Connie Sorensen
CONNIE SORENSEN, PARTNER

179090

SEE EXHIBITS A - E ATTACHED HERETO AND MADE A PART HEREOF.

Together with their appurtenances.

Dated June 23, 2005

S & S FARMS, A PARTNERSHIP

Gordon E. Sorensen
GORDON E. SORENSEN, PARTNER

Gloria L. Sorensen
GLORIA L. SORENSEN, PARTNER

Tracy Sorensen
TRACY SORENSEN, PARTNER

Connie Sorensen
CONNIE SORENSEN, PARTNER

TRA-CO FARMS, INC

Tracy Sorensen
TRACY SORENSEN, PARTNER

Connie Sorensen
CONNIE SORENSEN, PARTNER

179090

STATE OF IDAHO, COUNTY OF LINCOLN

On this 23 day of June, 2005

before me, a notary public in and for said State, personally appeared Gordon E. Sorensen, Tracy Sorensen, Gloria L. Sorensen, Connie Sorensen known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that executed same.

Samela J. Ward
NOTARY PUBLIC

Residing at Richfield, Idaho

MAIL DEED TO Exptel 03/04/05

Name _____

Address _____

City and State _____ Zip Code _____

STATE OF IDAHO, COUNTY OF LINCOLN

I hereby certify that this instrument was filed for record at the request of Tracy Sorensen at 59 minutes past 2:00 o'clock P. m. this 28th day of June, 2005 in my office and was duly recorded in the records of Lincoln County.

By Helia Jackson EX-OFFICIO RECORDER
DEPUTY

Fee \$ 12.00 - Above - By hand.

MAIL TAX NOTICE TO:

Name _____

Address _____

City and State _____ Zip Code _____

EXHIBIT A

PARCEL #1

✓ SENE of Section 4, Township 3 South, Range 18 East, Boise Meridian, Lincoln County, Idaho.

Parcel #RP03S18E041801A in Lincoln County Assessors Office.

PARCEL #2

✓ NESE of Section 9, Township 3 South, Range 18 East, Boise Meridian, Lincoln County, Idaho.

Parcel #RP03S18E097200A in Lincoln County Assessors Office.

PARCEL #3

✓ SWSW of Section 14, Township 3 South, Range 18 East, Boise Meridian, Lincoln County, Idaho.

Parcel #RP03S18E146000A in Lincoln County Assessors Office.

PARCEL #4

/ N1/2 (less Tax 3, see attached exhibit B), N1/2SW, N1/2SE & Tax 5 (see attached exhibit C) in Section 15, Township 3 South, Range 18 East, Boise Meridian, Lincoln County, Idaho.

Parcel #RP03S18E150002A in Lincoln County Assessors Office.

✓ **PARCEL #5**

N1/2 & NWSW (less taxes 1 & 2, see attached exhibits D & E) in Section 22, Township 3 South, Range 18 East, Boise Meridian, Lincoln County, Idaho.

Parcel #RP03S18E220004A in Lincoln County Assessors Office.

EXHIBIT B

A parcel of land being a portion of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 15, Township 3 South, Range 18 East, Boise Meridian, described as follows, to-wit:

Beginning at the Northwest corner of Section 15, Township 3 South, Range 18 East, Boise Meridian;

Thence North 89°41' East along the North line of said Section 15 a distance of 970.0 feet;

Thence South 0°08' East along a line parallel with and 970.0 feet Easterly from the West line of said Section 15 a distance of 1,320.76 feet to a point in the South line of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 15;

Thence South 89°51'45" West along said South line 970.0 feet to the Southwest corner of said NW $\frac{1}{4}$ NW $\frac{1}{4}$;

Thence North 0°08' West along the West line of said Section 15 a distance of 1,317.73 feet to the PLACE OF BEGINNING.

County of Lincoln, State of Idaho

EXHIBIT C

Township 3 South, Range 18 East of the Boise Meridian.

Section 15: A parcel of land in the S1/2S1/2 described as follows;

Beginning at the Southeast corner of said Section 15; Thence North along the East boundary of Section 15, 1321.85 feet to the Northeast corner of the SE1/4SE1/4 of Section 15; Thence N89°55'32"W along the North boundary of the SE1/4SE1/4, 1453.34 feet to the True Point of Beginning;

Thence continuing along the North Boundary of the SE1/4SE1/4, 1676.41 feet;

Thence S32°58'36"E, 51.43 feet;

Thence S58°00'01"E, 89.91 feet;

Thence S67°20'45"E, 250.30 feet;

Thence S73°33'37"E, 258.20 feet;

Thence S79°19'24"E, 239.02 feet;

Thence S86°09'55"E, 227.64 feet;

Thence N88°10'30"E, 229.23 feet;

Thence N85°15'24"E, 222.44 feet;

Thence N78°44'30"E, 225.32 feet;

Thence N70°45'13"E, 166.90 feet;

Thence N70°48'19"E, 61.51 feet;

Thence N66°41'07"E, 236.45 feet;

Thence N60°24'06"E, 158.52 feet;

Thence N89°55'42"W, 610.893 feet to the True Point of Beginning.

11.622 Acres +/-

EXHIBIT D

A PARCEL OF LAND LOCATED IN THE NORTHWEST ONE QUARTER NW1/4 OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 18 PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 22, THENCE S89°36'00"E ALONG THE NORTH BOUNDARY OF SECTION 22 FOR A DISTANCE OF 1331.20 FEET TO THE NORTHEAST CORNER OF THE NW1/4 NW1/4 OF SECTION 22, THENCE S00°06'42"E ALONG THE EAST BOUNDARY OF THE NW1/4 NW1/4 FOR A DISTANCE OF 1343.53 FEET TO THE TRUE POINT OF BEGINNING;

THENCE S89°02'50"W FOR A DISTANCE OF 208.00 FEET;

THENCE S01°42'10" E PARALLEL WITH THE EXISTING COUNTY ROAD FOR A DISTANCE OF 208.000 FEET;

THENCE N89°02'50"E FOR A DISTANCE OF 208.00 FEET TO THE CENTER OF THE EXISTING COUNTY ROAD;

THENCE N01°42'10" ALONG THE CENTER OF THE EXISTING COUNTY ROAD FOR A DISTANCE OF 208.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1.0 ACRES, MORE OR LESS.

SUBJECT TO:

1- A 25.0 FOOT WIDE COUNTY ROAD EASEMENT ALONG THE EASTERLY BOUNDARY OF THE DESCRIBED PARCEL.

EXHIBIT E

A parcel of land located in the N1/2 of Section 22, Township 3 South, Range 18 East, Boise Meridian, Lincoln County, Idaho, and more particularly described as follows:

Commencing at the Northwest corner of said Section 22, from which the North one-quarter corner of said Section 22 bears South 89°36'00" East 2,662.40 feet;

Thence South 89°36'00" East along the North boundary of the NW1/4 of Section 22 for a distance of 1,293.84 feet to the True Point of Beginning;

Thence continuing South 89°36'00" East along the North boundary of Section 22 for a distance of 1,396.35 feet to a point located South 89°36'00" East 27.79 feet from the North one-quarter corner of said Section 11;

Thence South 00°35'41" West for a distance of 322.48 feet to a point on the arc of a curve left;

Thence Southwesterly along the arc of the curve left for a distance of 1,354.73 feet, said arc having a radius of 1,123.35 feet and a long chord bearing and distance of South 56°40'36" West 1,274.12 feet;

Thence South 89°30'13" West for a distance of 297.59 feet to the center of an existing county road;

Thence North 01°42'10" West along the center of the existing county road for a distance of 1,035.20 feet to the True Point of Beginning.

Subject to:

1. A 25.0 foot wide county road easement along the West and North boundaries of the before described parcel.

2. A 50.0 foot wide easement for the purpose of an irrigation pivot overspray on, over and across said 50.0 foot wide strip of land. Said easement being adjacent to and on the Northwesterly side of the Southeasterly boundary which is along the arc of the curve left.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

DONOHUE LAW OFFICE
PO Box 5989
Ketchum, ID

STATE OF IDAHO COUNTY OF LINCOLN Recorded at the request of <i>Tracy & Connie Sorensen</i>	178022
DEC 28 2004	
at <u>22</u> minutes past <u>11</u> A.M. recorded by <i>Helen Jackson</i> Dep. Fee: <u>45.00</u> Return to: <i>Alone</i> <i>By hand.</i>	

(Space Above This Line For Recorder's Use)

DEED OF TRUST

THIS DEED OF TRUST (hereinafter referred to as "Deed of Trust") is made this 15th day of January, 2003, among Tracy and Connie Sorensen of 1509 North 470 East, Shoshone, Idaho 83352 ("Grantors"), ~~Tracy and Connie Sorensen~~ ("Trustee"), and Gordon and Gloria Sorensen ("Beneficiaries"). *T.S. C.S.*

Grantor, in consideration of the indebtedness herein recited ("Obligations") and the trust herein created, grants and conveys to Trustee, in trust with power of sale, certain real property located in the County of Lincoln, State of Idaho, and more particularly described as follows:

A parcel of land located in the N1/2 of Section 22, Township 3 South, Range 18 East, Boise Meridian, Lincoln County, Idaho, and more particularly described as follows:

Commencing at the Northwest corner of said Section 22, from which the North one-quarter corner of said Section 22 bears South 89°36'00" East 2,662.40 feet;

Thence South 89°36'00" East along the North boundary of the NW1/4 of Section 22 for a distance of 1,293.84 feet to the True Point of Beginning;

Thence continuing South 89°36'00" East along the North boundary of Section 22 for a distance of 1,396.35 feet to a point located South 89°36'00" East 27.79 feet from the North one-quarter corner of said Section 11;

Thence South 00°35'41" West for a distance of 322.48 feet to a point of the arc of a curve left;

Thence Southwesterly along the arc of the curve left for a distance of 1,354.73 feet, said arc having a radius of 1,123.35 feet and a long chord bearing and distance of South 56°40'36" West 1,274.12 feet;

Thence South 89°30'13" West for a distance of 297.59 feet to the center of an existing county road;

DEED OF TRUST - 1

Thence North 01°42'10" West along the center of the existing county road for a distance of 1,035.20 feet to the True Point of Beginning.

Subject to:

1. A 25.0 foot wide county road easement along the West and North boundaries of the before described parcel.
2. A 50.0 foot wide easement for the purpose of an irrigation pivot overspray on, over and across said 50.0 foot wide strip of land. Said easement being adjacent to and on the Northwesterly side of the Southeasterly boundary which is along the arc of the curve left.

TOGETHER WITH all buildings, structures or improvements, and replacements thereof, now or hereafter existing on or to be erected upon the Land (hereinafter, the "Improvements"). The Land and Improvements are hereafter collectively referred to as the "Real Property."

AND TOGETHER WITH all plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, fixtures and other chattels and personal property and replacements thereof (exclusive of any inventory held for sale or resale by the Grantor), owned by Grantor and now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the Real Property including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures awnings and shades, signs and shrubbery; as well as all building and construction materials and supplies of every kind, nature and description owned by the Grantor and located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building structures, or improvement on the Real Property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum, and tile and other floor and wall coverings, roofing and roofing materials, framing and molding (hereafter collectively, the "Personal Property"), all of which the Grantor declares to be fixtures and permanent additions to the Real Property.

AND TOGETHER WITH all plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings, all licenses, permits and approvals and applications therefor from governmental authorities, service contracts, books, records,

reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the construction of the Improvements upon the Land and any leasing of space in the completed Improvements.

AND TOGETHER WITH all easements, rights, privileges, and appurtenances thereunto belonging or in any appurtenant, and all of the right, title, interest, estate, or claim of the Grantor in or to the streets, ways, alleys, and waters adjoining or adjacent to the Real Property, whether now existing or hereafter acquired.

AND TOGETHER WITH all mineral rights, and mining rights, as well as minerals, sand, gravel, soil and the like (including oil and gas), which have not been extracted from the Land.

AND TOGETHER WITH all rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, agreements applicable to the Real Property or adjoining lands, or contracts of sale with respect thereto, and all proceeds and products thereof, with the right to: (a) collect any sums of money at any time payable to the Grantor in consequence of such rights and benefits, including the release, modification, or amendment thereof, for application to the Obligations, and (b) utilize any collection or enforcement rights or remedies to collect the same which may be available to the Grantor under law.

AND ALSO TOGETHER WITH: (a) all of the proceeds of the voluntary or involuntary conversion of the aforementioned property or any part of the aforementioned property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise, as well as a security interest which is hereby granted to the Beneficiary in the same, (b) all rents, profits, and benefits, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the Real Property, with the right to collect such rents, profits, and benefits of any time for application to the Obligations and to utilize any collection or enforcement rights or remedies which may be available to the Grantor under the law or any written lease, but without any duty or obligation to perform on behalf of the Grantor any of the Grantor's duties or obligations to any leases, and (c) all revenues and profits, accounts receivable and contract rights, including any deposits of purchasers to secure payment of the contract price and performance of the terms and conditions of any contract of sale for the Real Property, with the right to collect the same at any time for application to the Obligations and to utilize any collection or enforcement rights to remedies which may be available to the Grantor under the law or any contract of sale, but without any duty or obligation to perform on behalf of the Grantor any of the Grantor's duties or obligations to any purchaser of the Real Property.

All of the aforementioned Real Property, personally, and other rights and benefits and all other property described in the above stated granting clauses of this Deed of trust are hereafter referred to collectively as the "Secured Property." To the extent that any items of Secured Property are not or have not yet become fixtures and permanent additions to and a part of the Real Property, and are instead personal property, the Grantor grants and conveys to the

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

DONOHUE LAW OFFICE
PO Box 5989
Ketchum, ID

STATE OF IDAHO COUNTY OF LINCOLN Recorded at the request of <i>Tracy & Connie Sorensen</i>	171324
SEP 25 2001	
at <i>35</i> minutes past <i>4 P.</i> M. recorded by <i>Helen Jackson Dep.</i> Fee: <i>None</i> Return to: <i>None</i> <i>By hand.</i>	

(Space Above This Line For Recorder's Use)

DEED OF TRUST

THIS DEED OF TRUST (hereinafter referred to as "Deed of Trust") is made this 1st day of January, 2001, among Tracy and Connie Sorensen of 1509 North 470 East, Shoshone, Idaho 83352 ("Grantors"), Twin Falls Title and Escrow ("Trustee"), and Gordon and Gloria Sorensen ("Beneficiaries").

Grantor, in consideration of the indebtedness herein recited ("Obligations") and the trust herein created, grants and conveys to Trustee, in trust with power of sale, certain real property located in the County of Lincoln, State of Idaho, and more particularly described as follows:

- ✓ N1/2 and the N1/2 of the S1/2 of Section 15, Township 3 South, Range 18 East, Boise Meridian, Lincoln County, Idaho
- ✓ N1/2 and NW1/4 of the SW1/4 of Section 22, Township 3 South, Range 18 East, Boise Meridian, Lincoln County, Idaho
- ✓ SW1/4 of the SW1/4 of Section 14, Township 3 South, Range 18 East, Boise Meridian, Lincoln County, Idaho
- ✓ NE1/4 of the SE1/4 of Section 9 Township 3 South, Range 18 East, Boise Meridian, Lincoln County, Idaho
- SE1/4 of the NE1/4 of Section 4, Township 3 South, Range 18 East, Boise Meridian, Lincoln County, Idaho

EXCEPTING THEREFROM:

a parcel of land being a portion of the NW1/4NW1/4 of Section 15, Township 3 South, Range 18 East, Boise Meridian, Lincoln County, Idaho, described as follows, to-wit:

Beginning at the Northwest corner of Section 15, Township 3 South, Range 18 East, Boise Meridian;

Thence North $89^{\circ}41'$ East along the North line of said Section 15 a distance of 970.0 feet;

Thence South $0^{\circ}08'$ East along a line parallel with and 970.0 feet Easterly from the West line of said Section 15 a distance of 1,320.76 feet to a point in the South line of the NW1/4NW1/4 of said Section 15;

Thence South $89^{\circ}51'45''$ West along said South line 970.0 feet to the Southwest corner of said NW1/4NW1/4;

Thence North $0^{\circ}08'$ West along the West line of said Section 15 a distance of 1,317.73 feet to the PLACE OF BEGINNING.

AND ACCEPTING THEREFROM

a parcel of land located in the NW1/4 of Section 22, Township 3 South, Range 18 East, Boise Meridian, Lincoln County, Idaho, and more particularly described as follows:

Commencing at the Northwest corner of said Section 22;

Thence South $89^{\circ}36'00''$ East along the North boundary of Section 22 for a distance of 1,331.20 feet to the Northeast corner of the NW1/4NW1/4 of Section 22;

Thence South $00^{\circ}06'42''$ East along the East boundary of the NW1/4NW1/4 for a distance of 1,349.59 feet to the True Point of Beginning;

Thence South $88^{\circ}02'50''$ West for a distance of 208.00 feet;

Thence South $01^{\circ}42'10''$ East parallel with the existing county road for a distance of 208.00 feet;

Thence North $88^{\circ}02'50''$ East for a distance of 208.00 feet to the center of the existing county road;

Thence North $01^{\circ}42'10''$ West along the center of existing county road for a distance of 208.00 feet to the True Point of Beginning.

Subject to a 25.0 foot wide county road easement along the easterly boundary of the described parcel.

AND EXCEPTING THEREFROM

a parcel of land located in the N1/2 of Section 22, Township 3 South, Range 18 East, Boise Meridian, Lincoln County, Idaho, and more particularly described as follows:

DEED OF TRUST - 2

Commencing at the Northwest corner of said Section 22, from which the North one-quarter corner of said Section 22 bears South 89°36'00" East 2,662.40 feet;

Thence South 89°36'00" East along the North boundary of the NW1/4 of Section 22 for a distance of 1,293.84 feet to the True Point of Beginning;

Thence continuing South 89°36'00" East along the North boundary of Section 22 for a distance of 1,396.35 feet to a point located South 89°36'00" East 27.79 feet from the North one-quarter corner of said Section 11;

Thence South 00°35'41" West for a distance of 322.48 feet to a point on the arc of a curve left;

Thence Southwesterly along the arc of the curve left for a distance of 1,354.73 feet, said arc having a radius of 1,123.35 feet and a long chord bearing and distance of South 56°40'36" West 1,274.12 feet;

Thence South 89°30'13" West for a distance of 297.59 feet to the corner of an existing county road;

Thence North 01°42'10" West along the center of the existing county road for a distance of 1,035.20 feet to the True Point of Beginning.

Subject to:

1. A 25.0 foot wide county road easement along the West and North boundaries of the before described parcel.
2. A 50.0 foot wide easement for the purpose of an irrigation pivot overspray on, over and across said 50.0 foot wide strip of land. Said easement being adjacent to and on the Northwestern side of the Southeasterly boundary which is along the arc of the curve left.

TOGETHER WITH all buildings, structures or improvements, and replacements thereof, now or hereafter existing on or to be erected upon the Land (hereinafter, the "Improvements"). The Land and Improvements are hereafter collectively referred to as the "Real Property."

AND TOGETHER WITH all plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, fixtures and other chattels and personal property and replacements thereof (exclusive of any inventory held for sale or resale by the Grantor), owned by Grantor and now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the Real Property including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and

equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures awnings and shades, signs and shrubbery; as well as all building and construction materials and supplies of every kind, nature and description owned by the Grantor and located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building structures, or improvement on the Real Property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum, and tile and other floor and wall coverings, roofing and roofing materials, framing and molding (hereafter collectively, the "Personal Property"), all of which the Grantor declares to be fixtures and permanent additions to the Real Property.

AND TOGETHER WITH all plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings, all licenses, permits and approvals and applications therefor from governmental authorities, service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the construction of the Improvements upon the Land and any leasing of space in the completed Improvements.

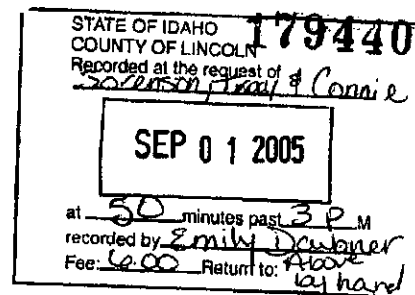
AND TOGETHER WITH all easements, rights, privileges, and appurtenances thereunto belonging or in any appurtenant, and all of the right, title, interest, estate, or claim of the Grantor in or to the streets, ways, alleys, and waters adjoining or adjacent to the Real Property, whether now existing or hereafter acquired.

AND TOGETHER WITH all mineral rights, and mining rights, as well as minerals, sand, gravel, soil and the like (including oil and gas), which have not been extracted from the Land.

AND TOGETHER WITH all rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, agreements applicable to the Real Property or adjoining lands, or contracts of sale with respect thereto, and all proceeds and products thereof, with the right to: (a) collect any sums of money at any time payable to the Grantor in consequence of such rights and benefits, including the release, modification, or amendment thereof, for application to the Obligations, and (b) utilize any collection or enforcement rights or remedies to collect the same which may be available to the Grantor under law.

AND ALSO TOGETHER WITH: (a) all of the proceeds of the voluntary or involuntary conversion of the aforementioned property or any part of the aforementioned property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise, as well as a security interest which is hereby granted to the Beneficiary in the same, (b) all rents,

QUIT CLAIM DEED



For value received

GORDON AND GLORIA SORESENSEN, together as husband and wife, (Grantors)
Do hereby, convey, release, remise and forever quitclaim unto
4-HANS, SORESENSEN FARMS, LLC (Grantees)
whose address is 1509 North 470 East, Shoshone, Idaho 83352
the following described premises, to-wit:

See Exhibit A—attached hereto and made a part hereof.

Together with their appurtenances.

Dated September 1, 2005

Gordon E Sorensen

Gordon E Sorensen

Gloria L Sorensen

Gloria L Sorensen

Tracy L Sorensen

Tracy L Sorensen, Owner 4-Hans Sorensen Farms, LLC

Connie S Sorensen

Connie S Sorensen, Owner 4-Hans Sorensen Farms, LLC

State of Idaho, County of Lincoln

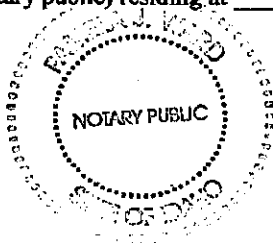
On this 1 day of Sept, 2005

Before me, a notary public in and for said State, personally

Appeared Gordon E. Sorensen, Gloria L Sorensen, Tracy L Sorensen, and Connie S Sorensen

Known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that

Emily Deubner (notary public) residing at Richfield, Idaho



Dec-22-98 09:21A

Exhibit A

P.C.

LEGAL DESCRIPTION
FOR
GORDON SORENSEN
(20 ACRE PARCEL)

A PARCEL OF LAND LOCATED IN THE N1/2 OF SECTION 22 OF TOWNSHIP 3 SOUTH, RANGE 18 EAST, BOISE MERIDIAN, LINCOLN COUNTY, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 22, FROM WHICH THE NORTH ONE QUARTER(N1/4) CORNER OF SAID SECTION 22 BEARS S89°36'00"E-2662.40 FEET, THENCE S89°36'00"E ALONG THE NORTH BOUNDARY OF THE NW1/4 OF SECTION 22 FOR A DISTANCE OF 1293.84 FEET TO THE TRUE POINT OF BEGINNING:

THENCE CONTINUING S89°36'00"E ALONG THE NORTH BOUNDARY OF SECTION 22 FOR A DISTANCE OF 1396.35 FEET TO A POINT LOCATED S89°36'00"E-27.79 FEET FROM THE NORTH ONE QUARTER(N1/4) CORNER OF SAID SECTION 22;

THENCE S00°35'41"W FOR A DISTANCE OF 322.48 FEET TO A POINT ON THE ARC OF A CURVE LEFT;

THENCE SOUTHWESTERLY ALONG THE ARC OF THE CURVE LEFT FOR A DISTANCE OF 1354.73 FEET. SAID ARC HAVING A RADIUS OF 1123.35 FEET AND A LONG CHORD BEARING AND DISTANCE OF S56°40'36"W-1274.12 FEET;

THENCE S89°30'13"W FOR A DISTANCE OF 297.59 FEET TO THE CENTER OF AN EXISTING COUNTY ROAD;

THENCE N01°42'10"W ALONG THE CENTER OF THE EXISTING COUNTY ROAD FOR A DISTANCE OF 1035.20 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 20.0 ACRES, MORE OR LESS

SUBJECT TO:

1-A 25.0 FOOT WIDE COUNTY ROAD EASEMENT ALONG THE WEST AND NORTH BOUNDARIES OF THE BEFORE DESCRIBED PARCEL.

2-A 50.0 FOOT WIDE EASEMENT FOR THE PURPOSE OF AN IRRIGATION PIVOT OVERSPRAY ON, OVER AND ACROSS SAID 50.0 FOOT WIDE STRIP OF LAND, SAID EASEMENT BEING ADJACENT TO AND ON THE NORTHWESTERLY SIDE OF THE SOUTHEASTERLY BOUNDARY WHICH IS ALONG THE ARC OF THE CURVE LEFT.





State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

September 2, 2005

4 HANS-SORENSEN FARMS LLC
1509 N 4700 E
SHOSHONE ID 83352

Re: SRBA Claim #37-10399, #37-10400

Dear Claimant,

Pursuant to the change in ownership request that has been submitted to the Department, we have changed the records of current ownership to you. Please find the enclosed copies of the computer records of the claims noting the change in claimant. Review these records and if there is an error, or you have any questions, please contact this office.

Sincerely,

A handwritten signature in black ink, appearing to read 'Carrie Hahn', is written over a horizontal line.

Carrie Hahn
Office Specialist

Enc.