

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Security Interest in a Water Right

And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right

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

1. Water Right No(s): _____
Adjudication Claim No(s): 3-4017 - 3-10237 3-10197
2. The following **REQUIRED** information must be submitted with this form:
 - A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
 - B) A **FEE** of \$25.00 per water right or adjudication claim.
3. Name and Mailing Address of Person or Company holding Security Interest
PAUL E. McCABE
5945 WHITLEY DR.
FRUITLAND ID. 83619
4. Name of Water Right Owner/Claimant(s) November 23, 2016 Peter & Karen Ciraulo
5. Expiration Date of Notification Period November 23, 2016
6. Is this a Renewal of Request for Notification? ☐ YES ☐ NO
7. Signature(s) (and title if applicable) Paul E. McCabe

For Office Use Only

Received by _____	Date _____	Fee <u>75⁰⁰</u>
Received by <u>KAW</u>	Date <u>6/1/06</u>	Receipt No. <u>C081384</u>
Processed by _____	AJ Date _____	WR _____ Date _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Security Interest in a Water Right

And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right

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

1. Water Right No(s): _____
Adjudication Claim No(s): 3-4017 3-10237 3-10197

2. The following **REQUIRED** information must be submitted with this form:
 - A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**

 - B) A **FEE** of \$25.00 per water right or adjudication claim.

3. Name and Mailing Address of Person or Company holding Security Interest
Peter J. McCabe
5951 Whitley Dr.
Fruitland, Idaho 83619

4. Name of Water Right Owner/Claimant(s) Nov 23 2016

5. Expiration Date of Notification Period Nov 23 2016

6. Is this a Renewal of Request for Notification? ☐ YES ☐ NO

7. Signature(s) (and title if applicable) Peter J McCabe

For Office Use Only

Received by _____	Date _____	Fee <u>75.00</u>
Receipted by <u>RAW</u>	Date <u>06/01/06</u>	Receipt No. <u>C081384</u>
Processed by _____ AJ	Date _____	WR _____ Date _____

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That PETER McCABE AND PAUL McCABE BROTHERS, LLC, a Limited Liability Company organized pursuant to the laws of the State of Idaho, consisting of PETER J. MCCABE and PAUL E. McCABE, does hereby certify, that certain Mortgage executed by PETER I. CIRAULO and KAREN CIRAULO, of P.O. Box 2465, Gilroy, California, 95021, which Mortgage covers the following described portions of land, to-wit:

In the County of Malheur, State of Oregon:

TITLE A:

In Twp. 18 S., R. 47 E., W.M.:

Sec. 27: Govt. Lot 2.

Sec. 28: Govt. Lot 8.

Sec. 33: Govt. Lot 1, 2, 3 and 4 lying Easterly of the existing Snake River as it is now located.

Sec. 34: Govt. Lots 1 and 2.

Code No.:

Map No.

Tax Lot No. 1200

TITLE B:

ALSO all the lands of the old riverbed of the Snake River as Deeded by the State of Oregon under Quit Claim Deed Instrument No. 99-3030, being bounded on the West and North sides by the above described Government Lots and on the South by the extension of the South line of said Govt. Lot 4, Sec. 33, Easterly to the tread of the original bed of the Snake River and being bounded on the Easterly side by the tread of the original bed of the Snake River and lying Southerly of the mean High Water Line of the Snake River as it now exists along the Northerly side as shown by record of survey filed in the Malheur County Surveyor's office under Survey Instrument No. 18-47-0704.

Code No.

Map No.

COPY

Tax Lot No. 9201

Excepting therefrom In Malheur County, Oregon, land which is more particularly described as follows:

All that Portion of Government Lot 4 and the old river bed of the Snake River obtained in deed Instrument No. 99-3030 of Section 33, Township 18 South, Range 47 East, Willamette Meridian, lying Easterly of the Mean High Water of the Snake River as it now exists, Westerly of the thread of the Original Bed of the Snake River, Northerly of the South line of said Government Lot 4 extended to the thread of the Original Snake River and Southerly of the existing usage line being marked by a drain ditch and fencing and being approximately the extension of the South line of Government Lot 2 of Section 8, Twp. 7 N., R. 5 W., B.M., State of Idaho and for approximate acreage purposes described as follows:

Commencing at the SW Corner of said Section 33; thence N. 00° 00' 00" E., 2633.22 feet; thence N. 90° 00' 00" E., 2408.34 feet to a point on the South line of said Government Lot 4 of Section 33 and the Original Meander line of the West bank of the Snake River, said point being the POINT OF BEGINNING; thence N. 89° 49' 52" W., a distance of 248.97 feet to a point on the East bank of the Snake River as it now exists; thence along said East bank N. 26° 34' 36" W., a distance of 148.52 feet; thence along said East bank N. 23° 07' 39" W., a distance of 37.45 feet to a point on the existing usage line as mentioned above; thence along said usage line N. 90° 00' 00" E., a distance of 2265.65 feet to a point on the thread of the original Snake River; thence S. 50° 46' 36" W., a distance of 273.72 feet to a point on the extension of the South line of said Government Lot 4; thence along said South line, N. 89° 49' 52" W, a distance of 1723.49 feet to the POINT OF BEGINNING. Containing 8.29 Acres, more or less.

SUBJECT TO THE FOLLOWING EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose.

SATISFACTION OF MORTGAGE
gsb 04-154 satis

This transfer is not intended to combine any parcels into a single parcel for zoning purposes.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

AND all that certain real property situate in the County of Payette, State of Idaho, bounded and particularly described as follows, to wit:

PARCEL A:

In Twp. 7 N., R. 5 W., B.M., Payette Co., Idaho:
Sec. 5: Govt. Lot 5, lying Southeasterly of the existing Snake River as it is now located.

Sec. 8: Govt. Lots 1 and 2.

ALSO all the lands of the old riverbed of the Snake River as Deeded by the State of Idaho under Deed Instrument No. 280327, being bounded on the Easterly side by the above described Government Lots and on the South by the extension of the South line of said Govt. Lot 2, Sec. 8, Westerly to the thread of the original bed of the Snake River and being bounded on the Westerly side by the thread of the original bed of the Snake River and lying Southerly of the mean High Water Line of the Snake River as it now exists along the Northerly side as shown by the Record of Survey filed in the Payette County Recorder's Office in Book 5 of Surveys, at Page 152, under Instrument No. 281945.

EXCEPTING FROM the above described lands the following five (5) parcels:

PARCEL I:

A portion of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 8, Twp. 7 N., R. 5 W.,

B.M., Payette Co., Idaho, described as follows:

BEGINNING at the NE corner of said Sec. 8;
thence S. 00°10'00" E., along the East line of said Sec. 8, a distance of 400.00 feet;
thence N. 90°00'00" W., a distance of 208.00 feet;
thence S. 00°10'00" E., a distance of 70.00 feet;
thence N. 90°00'00" W., a distance of 372.00 feet to a point in an existing slough;
thence Northerly along said slough the following three calls:
N. 23°18'30" E., 166.02 feet;
N. 04°44'37" E., 221.58 feet;
N. 17°26'31" W., 101.36 feet;
thence leaving said slough a heading S. 90°00'00" E., a distance of 525.00 feet to the POINT OF BEGINNING.

PARCEL II:

A portion of Government Lot 5 of Sec. 5 Twp. 7 N., R. 5 W., B.M. Payette County, Idaho, described as follows:

Commencing at the SE corner of said Sec. 5;
thence N. 00°00'00" E., along the East line of said Government Lot 5, a distance of 537.84 feet, to a 5/8 " rebar with a plastic cap stamped 6605, and to the POINT OF BEGINNING;
thence S. 00°00'00" W., along said East line, a distance of 80.00 feet;
thence N. 89°20'21" W., a distance of 551.65 feet;
thence N. 19°50'10" W., a distance of 85.41 feet, to a 5/8" rebar with a plastic cap stamped LS 6605;
thence N. 19°50'10" W., a distance of 568.92 feet, to a 5/8" rebar with a plastic cap stamped LS 6605, also being on the mean High Water Line of the Snake River as it now exists;
thence along said mean High Water Line, N. 03°24'28" W., a distance of 155.46 feet, to a 5/8" rebar with a plastic cap stamped LS 6605;
thence continuing along said mean High Water Line, N. 22°38'12" E., a distance of 92.21 feet, to a 5/8" rebar with a plastic cap stamped LS 6605, said point also being on the North line of said Govt. Lot 5;
thence along said North line, N. 90°00'00" E., a distance of 747.40 feet, to the NE corner of said Govt. Lot 5;
thence along said East line of said Govt. Lot 5, S. 00°00'00" E., a distance of 782.16 feet to the POINT OF BEGINNING.

PARCEL III:

A portion of Govt. Lot 5 lying East of the main channel of the Snake River in Sec. 5, Twp. 7 N., R. 5 W., B.M., Payette Co., Idaho, described as follows:
Beginning at the Southeast corner of said Govt. Lot 5;
thence West along the South line of said Govt. Lot 5 a distance of 208.75 feet;
thence North and parallel to the East side line of said Govt. Lot 5 a distance of 273.75 feet;
thence East and parallel to the South line of said Govt. Lot 5 a distance of 208.75 feet to the East line thereof;
thence South along said East line to the POINT OF BEGINNING.

EXCEPTING THEREFROM the South 35 feet of the West 188.75 feet to the East 208.75 feet of the above described land.

PARCEL IV:

A parcel of land situated in Government Lot 5 of Sec. 5, Twp. 7 N., R. 5 W., B.M., Payette County, Idaho, lying North of the following described line:
Commencing at the Southeast corner of said Sec. 5, marked by a G.L.O. Brass Cap Monument;
thence along the East line of said Sec. and Lot, N. 0°00'00" West, a distance of 537.84 feet to a 5/8" rebar with a plastic cap stamped LS 6605;
thence North 89°20'21" West, a distance of 580.64 feet to a 5/8" rebar with a plastic cap stamped LS 6605;
thence North 19°50'10" West, a distance of 568.92 feet to a 5/8" rebar with a plastic cap stamped LS 6605, also being a point on the mean high water line of the Snake River as shown on Record of Survey Instrument No. 281945, being the True Point of Beginning;
thence South 81°51'29" West, a distance of 139.70 feet to a 5/8" rebar with a plastic cap; thence South 51°36'06" West, a distance of 160.86 feet, to the Point of Terminus.

PARCEL V:

In Sec. 8, Twp. 7 N., R. 5 W., B.M., Payette County, Idaho, more particularly described as follows:
Beginning at the Southwest corner of Government Lot 2 of said Sec.;
thence N., 00°70'00" W., 571.00 feet to the True Point of Beginning;

thence N. 00°70'00" W., 440.00 feet;
thence West parallel to the Southerly line of said Government Lot 2, 200.00 feet;
thence S. 00°70'00" E., 440.00 feet;
thence Easterly, parallel to the Southerly line of said Government Lot 2, 200.00 feet, more or less, to the True Point of Beginning.

PARCEL B:

In Sec. 8 Twp 7 N., R. 5 W., B.M., Payette County, Idaho, more particularly described as follows:
Beginning at the Southwest corner of Government Lot 2 of said Sec.;
thence N. 00°70'00" W., 571.00 feet to the True Point of Beginning;
thence N. 00°70'00" W., 440.00 feet;
thence West parallel to the Southerly line of said Government Lot 2, 200.00 feet;
thence S., 00°70'00" E., 440.00 feet;
thence Easterly, parallel to the Southerly line of said Government Lot 2, 200.00 feet, more or less, to the True Point of Beginning.

PARCEL C:

All of the above described parcels located in Payette County, Idaho are transferred subject to the following easement which is retained in the grantor:

An easement for a pump and existing irrigation pipe line, together with access thereto for maintenance, repair and replace, in a portion of the NE¼NE¼ of Sec. 8, and Government Lot 5, of Sec. 5, Twp. 7 N., R. 5 W., B.M., Payette County, Idaho, varying in width and location along the following described line as follows:

Commencing at the NE corner of said Sec. 8;
thence S. 00°10'00" E., along the East line of said Sec. 8, a distance of 470.00 feet;
thence N. 90°00'00" W., a distance of 580.00 feet, to the POINT OF BEGINNING of this easement;
said easement being 40 feet wide at this point, 20 feet to the right and 20 feet to the left of said point and along the following line, S. 90° 00'00" E., a distance of 47.00 feet to a point;
at this point the easement is reduced to 15 feet wide, being 7.5 feet on either side and along the following line, continuing S. 90°00'00" E., a distance of 533.00 feet to a point on the East line of said Sec. 8;

at this point the easement is enlarged to 20 feet wide, being all on the left side of the following two lines, N. 00°10'00" W., along the said East line Sec. 8, a distance of 470.00 feet to the NE corner of said Sec. 8 and thence N. 0°00'00" W., along the East line of said Sec. 5, a distance of 35.00 feet to a point; at this point the easement is reduced to 10 feet wide, all being on the left side of the following three lines: N. 90°00'00" W., 208.75 feet; N. 00°00'00" W., 238.75 feet; S., 90°00'00 E., 208.75 feet, to a point on the said East line of said Sec. 5; at this point the easement is enlarged to 20 feet wide, all being on the left side of the following line, N. 00°00'00" W., along said East line, a distance of 264.84 feet to the POINT OF TERMINUS of this Easement.

Together with any and all water, water rights, ditches, ditch rights, minerals, mineral leases and any and all irrigation rights appurtenant to said lands or in any-wise connected therewith.

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

ALSO EXCEPTING THAT LIFE ESTATE GRANTED UNTO Paul E. McCabe, for the benefit and use of Paul E. McCabe during the remainder of his life or until such time as he may subsequently release the life estate by a written release on the following described property:

A portion of the NE~~1~~NE~~1~~4 of Sec. 8, Twp. 7 N., R. 5 W., B.M., Payette Co., Idaho, described as follows:

Commencing at the NE corner of said Section 8; thence S. 00°10'00" E., along the East line of said Sec. 8, a distance of 400.00 feet to the POINT OF BEGINNING; thence continuing S. 00°10'00" E., along said East line, a distance of 70.00 feet; thence N. 90°00'00" W., a distance of 208.00 feet; thence N. 00°10'00" W., a distance of 70.00 feet; thence S. 90°00'00" E., a distance of 208.00 feet to the POINT OF BEGINNING.

and which Mortgage is dated the ____ day of November, 2004, recorded on the ____ day of _____, 2004, as Instrument #_____, of the records of Mortgages for Payette County,

State of Idaho, and also recorded on the ____ day of _____, 2004, as Instrument #_____, of the records of Mortgages for Malheur County, State of Oregon is discharged and satisfied, and any claim asserted against said parcels is fully discharged and satisfied.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this ____ day of _____, 2____.

PETER McCABE AND PAUL McCABE BROTHERS, L.L.C.

By: Peter J. McCabe
PETER J. McCABE, Member

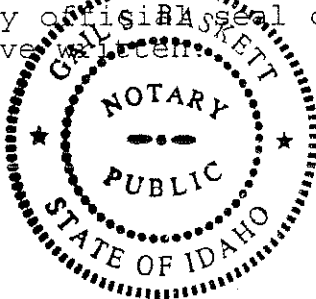
By: Paul E. McCabe
PAUL E. McCABE, Member

STATE OF IDAHO)
 : ss.
County of Payette)

COPY

On this 8th day of November 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared PETER J. McCABE and PAUL E. McCABE, known to me to be Members of PETER McCABE and PAUL McCABE BROTHERS, L.L.C., the Idaho Limited Liability Company named herein, and severally acknowledged before me that they executed the foregoing Satisfaction of Mortgage as such officers in the name of and for and on behalf of the said L.L.C.

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



Gail S Baskett
Notary Public of Idaho
Residing at: Payette
My Comm Expires: 9/1/07

INSTALLMENT NOTE

\$410,000.00

Fruitland, Idaho
November ____, 2004

FOR VALUE RECEIVED, WE, PETER I. CIRAULO and KAREN CIRAULO, husband and wife, of P.O. Box 2465, Gilroy, California, 95021, promise to pay to the order of PETER MCCABE AND PAUL MCCABE BROTHERS, L.L.C., an Idaho Limited Liability Company, the sum of FOUR HUNDRED TEN THOUSAND NO/100 DOLLARS, (\$410,000.00), lawful money of the United States of America, of the present standard value, plus interest at the rate of six per cent (6%) per annum, from the 30th day of November, 2004, until paid in full. Said principal and interest shall become due and payable as follows:

Payor will pay \$300,000.00 as a down payment. That down payment shall be non refundable and shall be paid as follows: (a) \$60,000.00 which includes monies already paid to the Payee and monies to be transferred from Payee's realtors trust account at closing (b) \$262,500.00 cash at closing and (c) \$37,500.00 to be paid by assignment of rent payments from the existing Farm Lease on the above described property, as described below. Payor has executed a note for \$410,000.00 which note is of even date herewith, which note is incorporated hereat as if set out in full verbatim, and which note is secured by this Mortgage. Said note is due and payable in full, without demand, presentation or notice of any kind, November ____, 2014.

The sum of \$410,000.00 shall be paid in annual installments of not less than the sum of \$40,000.00 per year, which includes interest at the rate of six percent (6%) per annum, on the unpaid balance of principal. The first of such annual installments shall be paid on or before the ____ day of November, 2005, with a like annual payment due on the same day of November of each

COPY

year thereafter, for a period of ten (10) years, at which time a balloon payment for the entire principal and accrued interest shall be due. All payments shall be applied first to accrued interest, with the balance to principal.

Payor is taking the property subject to an existing lease. Payor, as well as any successor or assign of Payor, shall honor that lease and shall abide by the terms thereof. The existing Farm Lease on the above described property is dated the 20th day of January, 2004, wherein PETER J. McCABE, PAUL L. McCABE, LLC, an Idaho Limited Liability Company, appears as the Landlord, and WINEGAR FARMS, INC., an Idaho Corporation, appears as the Tenant. The payments received from said Lease for the second half of 2004, and all payments from 2005 and 2006 shall be paid over to the Payee and shall be applied against the down payment. Payment on the Lease with Winegar Farms, Inc. may vary substantially. Buyer waives any claim against Seller for any shortages and Seller waives any claim against Buyer for any overages from any amounts believed to be due under the Lease.

In the event that the assigned Lease payments are not made timely or in the amounts due, or Lessee terminates his Lease, Payor shall still be required to make payments toward the down payment as required under this Mortgage.

Payment shall be made to Alliance Title and Escrow Corp., of 425 S. Whitley Dr., Fruitland, ID 83619 as the designated Escrow Holder herein.

Interest to commence on the ____ day of November, 2004.

If the payment of principal and interest be not paid as and when the same become due and payable and this Note be placed with an attorney for collection, or a suit be instituted for its collection, the undersigned agrees to pay in either case, reasonable attorney's fees, as may be assessed by the Court, either at trial or appellate levels. The makers, sureties, guarantors, and endorsers hereof severally waive presentment for payment, pro-

test, notice of protest and of nonpayment of this Note. And if any one of said payments of principal and interest be not paid at the time the same become due and payable, the whole of the principal sum the remaining unpaid, together with the interest accrued thereon, shall forthwith become due and payable at the election of the holder of this Note, with or without notice to the maker.

This Note is secured by a Mortgage of even date herewith.

PETER I. CIRAULO

KAREN CIRAULO

COPY

LIMITED LIABILITY COMPANY DEED

FOR VALUE RECEIVED, PETER McCABE AND PAUL McCABE BROTHERS, L.L.C., a Limited Liability Company organized pursuant to the laws of the State of Idaho, consisting of PETER J. McCABE AND PAUL E. McCABE , does hereby grant, bargain, sell, convey and quit claim over to DAVID C. CLASON and JUDITH M. CLASON, husband and wife, of P. O. Box 465, Airway Heights, Washington 99001, all right, title and interest in and to that real property located in the City and County of Payette, Idaho, which is more particularly described as follows:

A portion of Government Lot 5 of Sec. 5, Twp. 7 N., R. 5 W., B.M., described as follows:

Commencing at the Southeast corner of said Sec. 5;
 thence N. 00°00'00" E. along the East line of said Government Lot 5, a distance of 537.84 feet to the POINT OF BEGINNING;
 thence S. 00°00'00" W., along said East line, a distance of 80.00 feet;
 thence N. 89°20'21" W., a distance of 551.65 feet;
 thence N. 19°50'10" W., a distance of 85.41 feet;
 thence S. 89°20'21" E., a distance of 580.64 feet to the POINT OF BEGINNING.
 Containing 1.04 acres, more or less.

TOGETHER WITH AND SUBJECT TO the following easement:

An easement for a pump and existing irrigation pipe line in a portion of the NE~~1~~/~~4~~ of Sec. 8, and Government Lot 5, of Sec. 5, Twp. 7 N., R. 5 W., B.M., varying in width and location along the following described line as follows:

Commencing at the NE corner of said Sec. 8:
 thence S. 00°10'00" E., along the East line of said Sec. 8, a distance of 470.00 feet;
 thence N. 90°00'00" W., a distance of 580.00 feet, to the POINT OF BEGINNING of this easement;
 said easement being 40 feet wide at this point, 20 feet to the right and 20 feet to the left of said point and

COPY

along the following line, S. 90°00'00" E., a distance of 47.00 feet to a point;
 at this point the easement is reduced to 15 feet wide, being 7.5 feet on either side and along the following line, continuing S. 90°00'00" E., a distance of 533.00 feet to a point on the East line of said Sec. 8;
 at this point the easement is enlarged to 20 feet wide, being all on the left side of the following two lines, N. 00°10'00" W., along the said East line Sec. 8, a distance of 470.00 feet to the NE corner of said Sec. 8 and thence N. 00°00'00" W., along the East line of said Sec. 5, a distance of 35.00 feet to a point;
 at this point the easement is reduced to 10 feet wide, all being on the left side of the following three lines: N. 90°00'00" W., 208.75 feet; N. 00°00'00" W., 238.75 feet; S. 90°00'00" E., 208.75 feet to a point on the said East line of said Sec. 5;
 at this point the easement is enlarged to 20 feet wide, all being on the left side of the following line, N. 00°00'00" W., along said East line, a distance of 264.84 feet to the POINT OF TERMINUS of this easement.

Together with any and all water, water rights, ditches, ditch rights, minerals, mineral leases and any and all irrigation rights appurtenant to said lands or in any-wise connected therewith.

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

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

Dated this 15 day of September, 2004.

PETER McCABE AND PAUL McCABE BROTHERS, L.L.C.

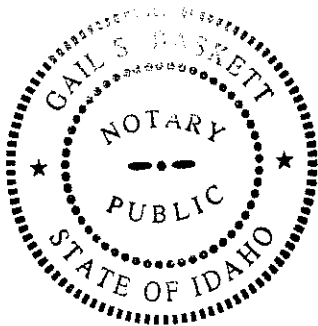
By: Peter J. McCabe
 PETER J. McCABE Member

COPY

By: Paul E McCabe
PAUL E. MCCABE Member

On this 15th day of September, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared PETER J. McCABE and PAUL E. McCABE, known to me to be Members of PETER McCABE and PAUL McCABE BROTHERS, L.L.C., the Idaho Limited Liability Company named herein, and severally acknowledged before me that they executed the foregoing Warranty Deed as such officers in the name of and for and on behalf of the said L.L.C.

 Notary Public of Idaho
 Residing at: Gayette
 My Comm Expires: 8/1/07



Index to: DEED

- 3 -

COPY

INSTALLMENT NOTE

\$48,760.00

Payette, Idaho
March 1st, 2001

FOR VALUE RECEIVED, WE, DAVID C. CLASEN and JUDITH M. CLASEN, husband and wife, promise to pay to the order of PETER McCABE AND PAUL McCABE BROTHERS, L.L.C., an Idaho Limited Liability Company, the sum of FORTY EIGHT THOUSAND SEVEN HUNDRED SIXTY AND NO/100 DOLLARS, (\$48,760.00), lawful money of the United States of America, of the present standard value, plus interest at the rate of eight per cent per annum (8.0%), from the 1st day of April, 2001, until paid in full. Said principal and interest shall become due and payable as follows:

The balance of \$48,760.00 shall be paid in monthly installments of not less than \$407.85 per month, which includes interest at the rate of Eight percent per annum (8%), on the unpaid balance of principal; the first payment of such monthly installments to be paid on the 1st day of May, 2001, with a like payment due on the same day of each month thereafter, for a period of 240 months; until the entire balance of the purchase price, including principal and interest, has been paid in full.

Interest shall commence on the 1st day of April, 2001.

Payments shall be paid to First American Title of Payette County, 31 South Main Street, Payette, Idaho 83661, as the designated escrow holder herein.

In the event that any payment is more than 10 days past due, the Beneficiary herein (Payee on the note) shall be entitled to receive and the Grantors (Payer on the note) shall pay an additional \$15.00 late charge.

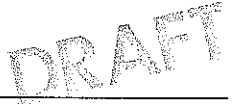
All payments shall be applied first to accrued interest, with the balance to principal.

DRAFT

If the payment of principal and interest be not paid as and when the same become due and payable and this Note be placed with an attorney for collection, or a suit be instituted for its collection, the undersigned agrees to pay in either case, reasonable attorney's fees, as may be assessed by the Court, either at trial or appellate levels. The makers, sureties, guarantors, and endorsers hereof severally waive presentment for payment, protest, notice of protest and of nonpayment of this Note. And if any one of said payments of principal and interest be not paid at the time the same become due and payable, the whole of the principal sum remaining unpaid, together with the interest accrued thereon, shall forthwith become due and payable at the election of the holder of this Note.

In the event of the deaths of Peter J. McCabe, Beverly J. McCabe, and Paul E. McCabe during the life of this Note, any existing balance on this Note shall be forgiven, and Payors shall make no further payments. At that time, the underlying Trust Deed shall be reconveyed and the escrow closed.

The maker reserves the right to prepay this Note in full at any time without penalty. This Note is secured by a Deed of Trust of even date herewith.



DAVID C. CLASEN

JUDITH M. CLASEN

