

Gary D. Slette
ROBERTSON & SLETTE, PLLC
P.O. Box 1906
Twin Falls, Idaho 83303-1906
Telephone: (208) 933-0700
Facsimile: (208) 933-0701
ISB# 3198
lrlm\IDWR\mntn set aside decree

RECEIVED
MAY 28 2014
DEPARTMENT OF
WATER RESOURCES

DISTRICT COURT - SRBA Fifth Judicial District County of Twin Falls - State of Idaho
MAY 27 2014
By _____
Clerk
Deputy Clerk

**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	)
	) MOTION TO SET ASIDE AND
Case No. 39576	) CORRECT DECREE
	)
	) Subcase Nos. 71-00036A, 71-02004C, 71-10768
_____	)

COME NOW Jon L. Christianson and Wei S. Christianson, husband and wife, Movants to Idaho Water Right Nos. 71-00036A, 71-02004C, and 71-10768 (the "Water Rights"), by and through their undersigned counsel of record, and respectfully move this court for an order setting aside and correcting the decrees for the above-numbered water rights entered in the above-referenced subcases on March 16, 1999. The grounds upon which this Motion is made are as follows:

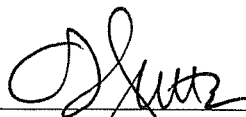
1. The Water Rights were duly claimed and supported by the Movants, or their predecessors, in the Snake River Basin Adjudication ("SRBA"). The point of diversion for each of the Water Rights was erroneously identified in the SRBA claim and recommendation. The true point of diversion for each of the Water Rights is located approximately forty (40) feet away from the decreed point of diversion, and is located on land owned by the State of Idaho. The State of Idaho has issued the Movants an easement for the true point of diversion, all as more specifically set forth in **Exhibit "A"** attached hereto, and by this reference incorporated herein. The actual point of diversion is located in the NWNENW of Section 16, Township 8 South, Range 14 E.B.M.

2. The true names of the owners of the Water Rights are the Movants, Jon and Wei Christianson, all as more specifically set forth in the Notice of Change in Water Right Ownership filed with the Idaho Department of Water Resources in March of 2004. See **Exhibit "B"** attached hereto.

3. Movants respectfully request this court to (a) set aside the Decree for each of the above-numbered water rights and correct the location of the point of diversion; and (b) identify the Movants as the true owners.

DATED this 27th day of May, 2014.

ROBERTSON & SLETTE, PLLC

By 
Gary D. Slette
Attorney for Movants
Jon L. and Wei S. Christianson

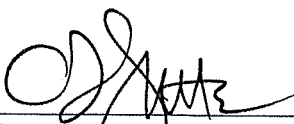
VERIFICATION

STATE OF IDAHO

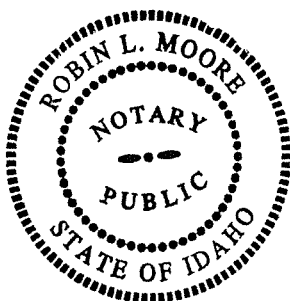
County of Twin Falls

GARY D. SLETTE, being first duly sworn, upon oath, deposes and says:

That I am the attorney for the parties/movants filing this Motion, and that I have read this Motion, know its contents, and believe that the statements are true to the best of my knowledge.


GARY D. SLETTE

SUBSCRIBED AND SWORN to before me this 27th day of May, 2014.




NOTARY PUBLIC FOR IDAHO
Residing at: Jerome
My Commission expires: 12-28-18

CERTIFICATE OF MAILING

I hereby certify that on this 27th day of May, 2014, I served a copy of the foregoing instrument, by depositing same in the United States mail, postage prepaid, in an envelope, addressed to the following:

Original to: Clerk of the Court
Snake River Basin Adjudication
253 Third Ave. N. - P.O. Box 2707
Twin Falls, ID 83303-2707

Copies to: Chief, Natural Resources Division
Office of the Attorney General
State of Idaho
P.O. Box 44449
Boise, ID 83711-4449

United States Dept. of Justice
Environment and Natural Resources Division
550 West Fort Street, MSC 033
Boise, ID 83724

IDWR Document Depository
P.O. Box 83720
Boise, ID 83720-0098



Gary D. Slette

248768

Custer County Rec. of
Idaho Dept of Lands
 Time 11:00 AM Date 5/5, 2014
 Barbara C. Tieney, Clerk
Ruth P. Kinosh
 Deputy


 IDAHO DEPARTMENT OF LANDS

300 N. 6th St., Suite 103
 PO Box 83720
 Boise, Idaho 83720-0050
 Phone (208) 334-0200 Fax (208) 334-3698

STATE OF IDAHO

TERM EASEMENT NO. ES700018

THIS TERM EASEMENT is made this 23rd day of April, 2014, by and between the **STATE BOARD OF LAND COMMISSIONERS**, 300 North 6th Street, Suite 103, P.O. Box 83720, Boise, Idaho 83720-0050, ("Grantor"), and **Jon L. Christianson and Wei S. Christianson**, HC 64 Box 9958, Stanley, ID 83278, ("Grantees") (Grantor and Grantees, collectively, "Parties");

WITNESSETH: That for and in consideration of the sum of FIVE HUNDRED and NO/100ths DOLLARS (\$500.00), lawful money of the United States of America, receipt whereof is hereby acknowledged, Grantor does hereby grant to Grantees a non-exclusive easement for the purpose of accessing, installing, using, and maintaining an irrigation diversion on Fourth of July Creek, including a headgate and ditch/channel, (the "Diversion and Conveyance Works") over, under, and across the following described Grantor's lands situated in Custer County, State of Idaho, to-wit:

A Thirty (30) Foot Wide Easement for an Irrigation Diversion in Fourth of July Creek lying within a portion of Section 16, Township 8 North, Range 14 East, Boise Meridian, Custer County, Idaho; being more particularly described as follows:

Commencing at a Brass Cap marking the Northwest Corner of said Section 16, proceed S 89°22'31" E, 1485.21 feet along the Line between said Section 16 and Section 9 to a point, which point is the **TRUE POINT OF BEGINNING**;

Thence continuing S 89°22'31" E, 36.31 feet along the Line between Said Sections 16 and 9;

Thence S 33°39'32" E, 48.41 feet to a point on the Southerly Bank of Fourth of July Creek;

Thence N 89°22'31" W, 36.31 feet along the Southerly Bank of Fourth of July Creek;

Thence N 33°39'32" W, 48.41 feet, to the **TRUE POINT OF BEGINNING**; containing 1,452 square feet (0.03 acres), more or less.

The total area covered by this Easement is 0.03 acres (the "Easement Area"), as illustrated to scale on a map identified as Exhibit C, attached hereto. The above-described legal description shall control in the event of any conflict between the legal description and Exhibit C.

EXHIBIT

A

The Easement is subject to the following terms:

A. USE OF EASEMENT AREA

1. Grantees may allow their agents, licensees, and invitees (collectively the "Permittees") to exercise the rights granted herein.
2. This Easement does not give Grantees any authority to permit any third parties other than Permittees to use of the Easement Area for any purpose. Only Grantor may authorize third party use of the Easement Area. Grantor may permit third party use only on the condition that said use shall not materially interfere with Grantees' rights herein.

B. GRANTEES' COVENANTS

1. Grantees shall take measures to control noxious weeds within the Easement Area in accordance with Title 22, Chapter 24, Idaho Code. Grantees shall cooperate with any state or other agency authorized to undertake programs for control or eradication of noxious weeds.
2. Grantees shall not install any gates in or across, or fence the Easement Area, without the prior written authorization from Grantor.
3. Grantees shall indemnify, defend, and hold harmless, Grantor and its officers, agents, and employees from and against any and all liability, demands, claims, expenses, losses, attorneys' fees and liabilities of every nature whatsoever, arising or claimed to arise, directly or indirectly from or in any way connected with the use authorized under this Easement, except to the extent any of the same result from Grantor's negligence or a breach of Grantor's obligations under this easement. Nothing contained herein shall be deemed a waiver of Grantor's sovereign immunity, which immunity is hereby expressly reserved.
4. If Grantees desire to use this Easement for an additional or different purpose than the one specified herein, Grantees shall make a request in writing to Grantor. If approved, at Grantor's discretion, this Easement shall either be amended, or canceled and replaced by a new easement.
5. The legal description described in this easement has been provided by Grantees who assume full responsibility for the Diversion and Conveyance Works being located in the described Easement Area. Grantor assumes no responsibility or liability involved with an inaccurate legal description. All copies of any documents and instruments provided by Grantees to Grantor pursuant to this easement are true, current, complete, and correct copies.

6. Grantees shall comply with all applicable federal, state, and local laws, and with all applicable state administrative rules.

7. Grantees shall implement best management practices to effectively control storm water and erosion within the easement area.

8. Grantees have made an independent inspection of the property which is the subject of this Easement and accept this Easement as is and in the current condition.

C. OPERATIONS AND MAINTENANCE

1. Grantees may use heavy equipment for maintenance activities in the Easement Area from the State of Idaho - United States Forest Service property line to a point fifteen (15) feet upstream of the headgate, provided that Grantees give prior written notice to Grantor within forty-eight (48) hours of heavy equipment entering the Easement Area. Grantees shall use hand tools, and no heavy equipment, for maintenance activities in the Easement Area from the south bank of Fourth of July Creek to a point fifteen (15) feet upstream of the headgate.

2. In the event that Grantor commences a contractual activity on or adjoining the Easement Area, Grantor and its contractor will coordinate said activity with Grantees and take every reasonable precaution to protect the Diversion and Conveyance Works. If damaged, the Diversion and Conveyance Works shall be restored by said contractor, or by a contractor selected by Grantor in conjunction with Grantee, to the condition prior to commencement of said contractual activity.

3. Grantees are authorized to enter upon endowment lands and other lands managed by Grantor bordering the Easement Area for the purpose of performing emergency repairs within the Easement Area for damage due to floods, high winds, and other acts of God, provided that Grantees give prior written notice to Grantor within forty-eight (48) hours of the time work commences. Thereupon, Grantor will assess any damage to Grantor's lands caused by Grantees, and Grantees shall pay any such assessment within thirty (30) days of the assessment. Grantees shall reimburse Grantor for any emergency repairs that Grantor makes to the Easement Area within thirty (30) days of notice of any such emergency repairs and the costs incurred by or on behalf of Grantor.

D. GRANTORS RESERVATIONS

1. Grantor reserves unto itself, the right to construct and maintain any road(s) over, through, or across the Easement Area as Grantor may deem necessary.

2. Grantor reserves unto itself, the right and privilege to use the Easement Area for any and all purposes Grantor deems necessary or desirable.

3. Grantor reserves the right to cause temporary delays to Grantees' use of the Easement Area for or related to the control, management, and use of Grantor's adjacent land. The temporary delays shall not materially interfere with Grantees' use of the Easement Area.

4. Grantor reserves the right to grant additional easements, permits, licenses, or leases over, under, or along the Easement Area. Any additional easements, permits, licenses, or leases shall not materially interfere with Grantees' use of the Easement Area.

E. ADDITIONAL PROVISIONS

1. This Easement shall be effective upon execution and shall continue for a period of thirty (30) years.

2. Prior to the expiration of this Easement, Grantees may request to renew this Easement. Prior to deciding whether to renew this Easement, Grantor will re-evaluate the authorized use of State land and the need for the use. Grantor has the direction to renew or not renew this Easement. If Grantor decides to renew this Easement, Grantor may modify any term or add new terms to the Easement. If the Easement is renewed, Grantor will assess a new fee to Grantees for the renewal, which fee will be determined by Grantor at the time of the renewal.

3. If at any time Grantees determine that the Easement Area, or any segment thereof, is no longer needed for the purpose granted, Grantees shall notify Grantor of their intention to terminate this Easement. If mutually agreed to by Grantor and Grantees, Grantees shall furnish to Grantor a statement in recordable form confirming termination of the Easement, which may be recorded by either party.

4. This Easement may be terminated by Grantor after written notice to Grantees of non-compliance with the terms herein and the failure of Grantees to correct any noted non-compliance. If this Easement is terminated by Grantor, Grantees shall have thirty (30) days from the date of the notification to appeal to the Director of the Idaho Department of Lands for reinstatement of the Easement.

5. Unless otherwise directed by Grantor, in the event of the expiration or termination of this Easement for any reason, Grantees shall remove the headgate within twelve (12) months of final notice of expiration or termination.

6. All notices between the Parties in connection with this Easement shall be in accordance with the terms of this Easement. All notices allowed or required herein shall be given by registered or certified mail, deposited in the United States mail with postage prepaid. The notices shall be addressed as follows:

To Grantor: Idaho Department of Lands
300 North 6th Street, Suite 103
P.O. Box 83720
Boise, ID 83720-0050

To Grantees: Jon L. Christianson and Wei S. Christianson
HC 64 Box 9958
Stanley, ID 83278

Either Party may change the place for giving notice by written notice in the manner set forth in this section.

7. Nothing in this instrument will be construed as binding Grantor to perform beyond its legal authority, or to expend any monies in excess of appropriations or authorized funds available for such purposes.

8. Grantor may in its sole discretion approve an assignment of this Easement. To request an assignment of this Easement, Grantees must submit Grantor's prescribed easement assignment form and pay the required easement assignment fee. Any unauthorized assignment of this Easement may result in the termination of this Easement in Grantor's discretion.

9. The terms and conditions of this Easement shall be binding on the Parties and upon any authorized assigns of the respective Parties.

IN WITNESS WHEREOF, the Parties have caused these presents to be executed on the date accompanying their respective signatures.

[Remainder of page intentionally left blank]

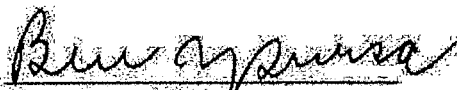
State of Idaho
Easement No. ES700018
Page 6 of 10

GRANTOR: STATE BOARD OF LAND COMMISSIONERS



Governor of the State of Idaho and President
of the State Board of Land Commissioners

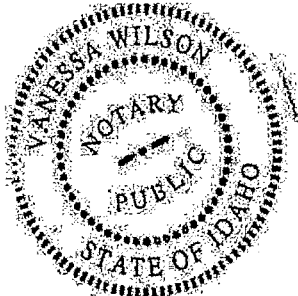
Countersigned:


Secretary of State
Director, Idaho Department of Lands

STATE OF IDAHO)
COUNTY OF ADA) ss.

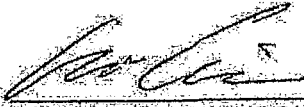
On this 23 day of April, 2014, before me, a Notary Public in and for said State, personally appeared C.L. "BUTCH" OTTER, known to me to be the Governor of the State of Idaho and President of the State Board of Land Commissioners; BEN YSURSA, known to me to be the Secretary of State for the State of Idaho; and THOMAS M. SCHULTZ, JR., known to me to be the Director of Department of Lands of the State of Idaho, that executed the same instrument and acknowledged to me that such State of Idaho and State Board of Land Commissioners executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year written above.


NOTARY PUBLIC for Idaho
Residing at: Bose, Idaho
My Commission expires: 8-11-2014

GRANTEES:

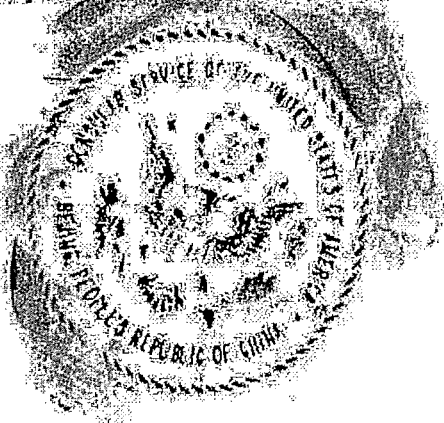

JON I. CHRISTIANSON

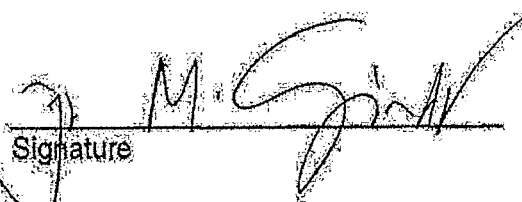

WEI S. CHRISTIANSON

Country People's Republic of China
Municipality of Beijing) SS)
Province Embassy of the United)
States of America) SS)
City _____
Foreign Service Post _____

On this 04 APR 2014 day of _____, 2014, before me, [insert name and title of officer] Jocelyn M. Sindelar
Consular Associate
personally appeared JON I. CHRISTIANSON AND WEI S. CHRISTIANSON, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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




Signature

Jocelyn M. Sindelar
Consular Associate

Name

Title

EXHIBIT A -- Legal Description

ALPINE ENTERPRISES INC.

Surveying, Mapping, GPS, GIS and Natural Hazards Consulting

**LEGAL DESCRIPTION FOR AN IRRIGATION DIVERSION EASEMENT
ON STATE OF IDAHO LANDS**

A Thirty (30) Foot Wide Easement for an Irrigation Diversion in 4th of July Creek lying within a portion of Section 16, Township 8 North, Range 14 East, Boise Meridian, Custer County, Idaho; being more particularly described as follows:

Commencing at a Brass Cap marking the Northwest Corner of said Section 16, proceed S 89°22'31" E, 1485.21 feet along the Line between said Section 16 and Section 9 to a point, which point is the **TRUE POINT OF BEGINNING**:

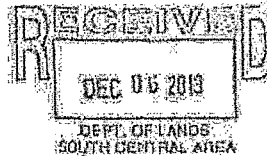
Thence continuing S 89°22'31" E, 36.31 feet along the Line between Said Sections 16 and 9;

Thence S 33°39'32" E, 48.41 feet to a point on the Southerly Bank of 4th of July Creek;

Thence N 89°22'31" W, 36.31 feet along the Southerly Bank of 4th of July Creek;

Thence N 33°39'32" W, 48.41 feet to the **TRUE POINT OF BEGINNING**, containing 1.452 square feet, (0.03 acres), more or less.

Basis of Bearings is Idaho State Plane Coordinate System, NAD83 (1992) at Grid in US Survey Feet. Combined Project Scale Factor is 0.9997. Ground Distances will be slightly longer.



IDL_DiversionLegal_06Dec13.docx

P.O. Box 2037, 280 Rivers Bl. East, Loner Level, Kelcham, ID 83340 208-727-1988 fax: 208-727-1987 email: bsmith@alpineenterprisesinc.com

EXHIBIT B - Overview Map

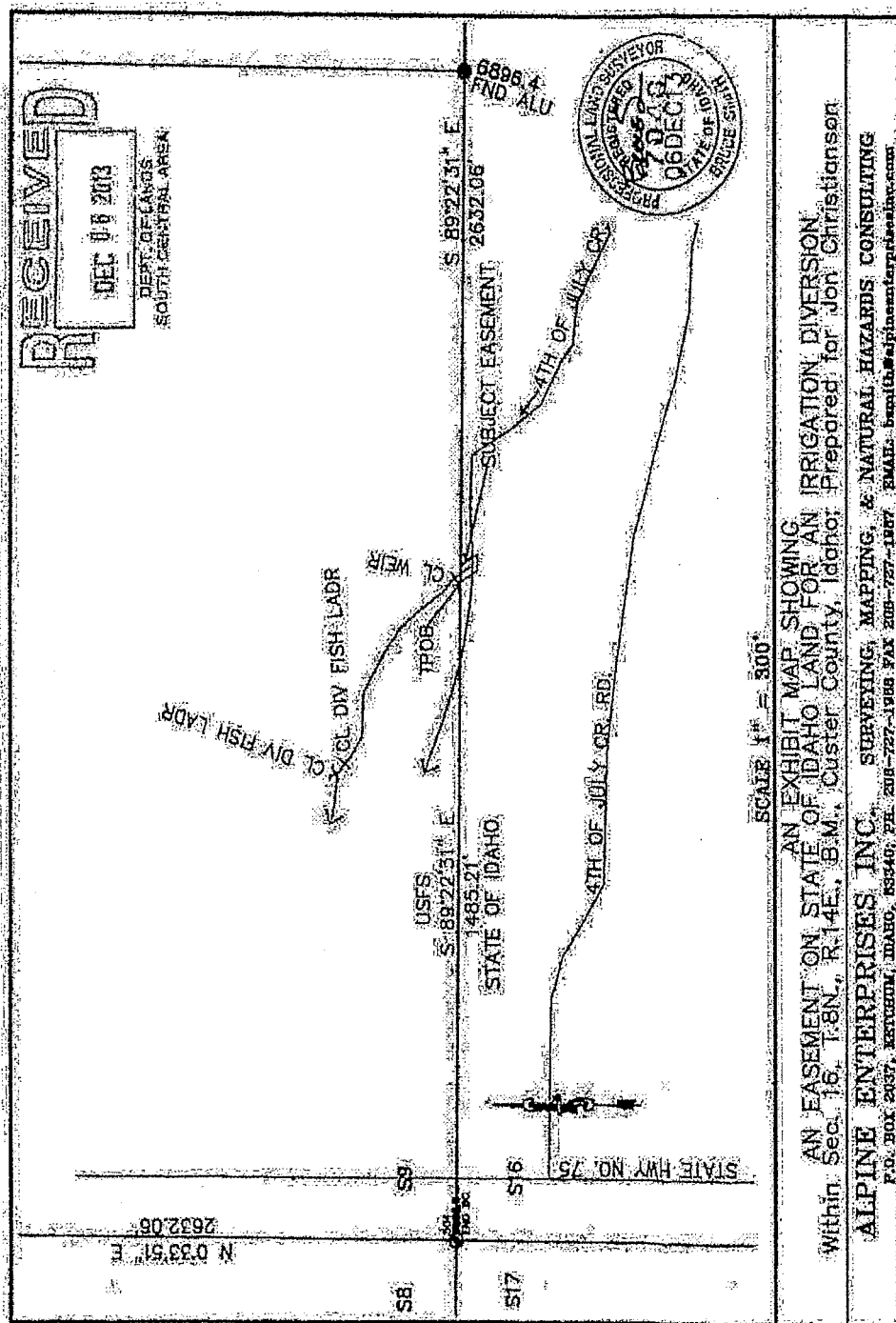
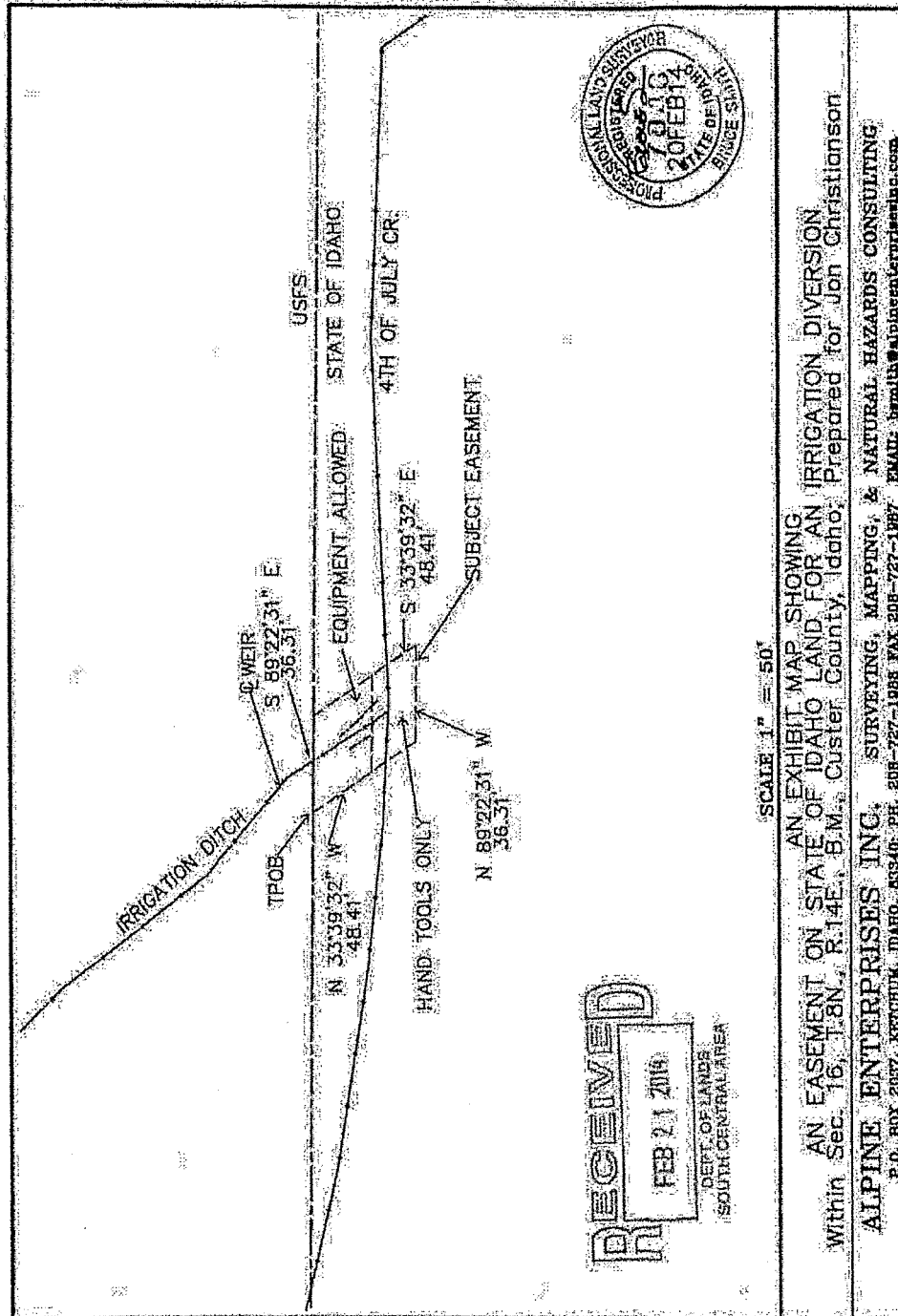


EXHIBIT C - Detail Map



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

RECEIVED

MAR 18 2004

Department of Water Resources
Southern Region

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), 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
71-00036			<u>71-10108</u>		
<u>R71-00036A</u>			71-02004		
<u>R71-10767</u>			<u>R71-02004C</u>		
<u>R71-10768</u>					
<u>R71-10107</u>					

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) is 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) WILDLANDS, LLC
PO Box 689, SEELEY LAKE, MT 59868
4. New Owner/Claimant(s) JON L. CHRISTIANSON AND ^{WEI} S. CHRISTIANSON
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address FOUR TIMES SQUARE
 City, State and ZIP Code NEW YORK, NY 10036
 New Telephone Number () _____
5. Date you acquired the property March 17, 2004

SUPPORT DATA
 IN FILE # 71-36A

EXHIBIT

tabbies

B

RECEIVED
 MAR 22 2004
 Department of Water Resources
 pu

Form 43-34042-1 (Rev. 1-97, 2004)

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) _____
(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 [Signature] Date 3/19/04 Fee \$50
 Received by [Signature] Date 6.1.05 Receipt No. 0078123
 Processed by [Signature] Date _____ WR _____ Date _____



HEAD AND APPROVED:

JOHN L. CHRISTIANSON

WEI S. CHRISTIANSON

QUITCLAIM DEED

THIS INDENTURE, Made this 15th day of March, 2004 between
 WILDLANDS LLC, a Montana Limited Liability Company as Grantor and

JOHN L. CHRISTIANSON AND WEI S. CHRISTIANSON, husband and wife as Grantee

whose current address is FOUR TIMES SQUARE, NEW YORK, NY 10036

WITNESSETH That said Grantor for and in consideration in lawful money of the United States of America, in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these premises remise, release and forever QUITCLAIM, unto the said Grantee and to his heirs and assigns all that certain lot, piece or parcel of land, bounded and particularly described as follows, to-wit:

WATER RIGHT NO(S) 71-00036, 71-00036A, 71-10767, 71-10768, 71-10107, 71-10108, 71-02004 AND 71-02004C APPURTENANT TO THE PROPERTY DESCRIBED IN EXHIBIT "C".

Parcel Number: RPOW14X044830

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof. TO HAVE AND TO HOLD. All and singular the said premises, together with the appurtenances, unto the Grantee and to his heirs and assigns forever.

IN WITNESS WHEREOF, The said Grantor has hereunto set its hand and seal the day and year first above written.

WILDLANDS LLC, a Montana Limited Liability Company

By WEI WILLIS

By _____

State of IDAHO

County of BLAINE

On this 15th day of March, 2004, before me, the undersigned, a Notary Public, in and for said State, personally appeared WEI WILLIS

known to me, and/or identified to me on the basis of satisfactory evidence, to be the MEMBER of the Limited Liability Company that executed the instrument and the foregoing instrument was signed on behalf of said company by authority of consent of its members and acknowledged to me that he executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public KRISTEN KLUDT

Residing at:

Commission Expires: December 14, 2007



Page 8

Commitment No. 11123

AMENDED SCHEDULE C

The land referred to in this commitment is situated in the State of Idaho, County of Custer and is described as follows

A parcel of land lying within Sections 4 & 9, Township 8 North, Range 14 East, Boise Meridian, Custer County, Idaho, being more particularly described as follows:

Beginning at a brass cap marking the Southwest corner of the said Section 4, which lies South 00°23'53" West, 2645.60 feet from the West Quarter corner of said Section 4; thence South 89°23'02" East, 2630.91 feet along the South boundary of said Section 4 to the proportioned South Quarter corner of said Section 4; thence continuing South 89°23'02" East, 17.14 feet to the intersection of the South boundary of said Section 4 and the West Boundary of White Cloud Subdivision, said point being the REAL POINT OF BEGINNING;

thence North 25°00'00" West, 654.43 feet (Record North 25°00' West, 658.31 feet) along the boundary of White Cloud Subdivision to a 2" Iron Pipe;

thence North 76°38'02" West, 59.54 feet (Record North 76°41' West, 60.34 feet) along the boundary of White Cloud Subdivision to a 2" Iron Pipe;

thence North 76°36'41" West, 187.72 feet (Record North 76°45" West, 211.00 feet) to a 2" Iron Pipe;

thence North 29°55'22" West, 989.70 feet (Record North 29°53" West, 989.8 feet along the Simplot Industries, Inc. parcel to a 2" Iron Pipe;

thence North 44°25'33" East, 176.31 feet (Record North 44°30'00" East, 175.72 feet) to a spike, which bears South 44°26'28" West, 323.39 feet (Record 323.28 feet) from a 2" Iron Pipe;

thence North 48°36'00" West, 127.04 feet to a point;

thence North 55°57'00" West, 275.15 feet to a point;

thence North 30°30'00" West, 209.66 feet more or less, to the East boundary of the NW¼SW¼ of said Section 4;

thence South 00°26'02" West, 2038.49 feet along the East boundary of the W¼SW¼ of said Section 4 to its intersection with the Southern boundary of said Section 4;

thence South 00°32'08" West, 2642.70 feet along the East boundary of the W¼NW¼ of said Section 9, to the Center West 1/16 corner of said Section 9;

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AMENDED SCHEDULE C - Continued

thence South 89°24'30" East, 1316.70 feet along the South Boundary of the E½NW¼ of said Section 9 to the Center quarter corner of said Section 9;

thence continuing South 89°24'30" East, 798.56 feet (Record East 750.00 feet) along the South Boundary of the W½NE¼ of said Section 9;

thence North 01°37'59" West, 244.49 feet (Record North 01°56' West, 250.00 feet) to a 2" Iron Pipe;

thence North 01°39'56" West, 564.23 feet (Record North 01°56' West, 564.77 feet) along the boundary of White Cloud Subdivision to a 2" Iron Pipe;

thence North 74°48'40" East, 109.56 feet (Record North 74°27'50" East, 109.80 feet) along the boundary of White Cloud Subdivision to a 2" Iron Pipe;

thence North 48°33'32" East, 229.11 feet (Record North 48°32'50" West, 229.30 feet) along the boundary of White Cloud Subdivision to a 2" Iron Pipe;

thence North 06°19'53" East, 492.37 feet (Record North 06°06'50" East, 492.20 feet) along the boundary of White Cloud Subdivision to a 2" Iron Pipe;

thence South 62°42'00" West, 389.78 feet (Record South 62°28'10" West, 389.49 feet) along the boundary of White Cloud Subdivision to a 2" Iron Pipe;

thence North 54°41'47" West, 450.97 feet (Record North 54°47'50" West, 437.87 feet) along the boundary of White Cloud Subdivision to a 2" Iron Pipe;

thence North 42°40'22" West, 492.20 feet (Record North 42°47'50" West, 509.12 feet) along the boundary of White Cloud Subdivision to a 2" Iron Pipe;

thence North 25°17'47" East, 377.17 feet (Record North 25°11'00" East, 377.18 feet) along the boundary of White Cloud Subdivision to a 2" Iron Pipe;

thence North 25°00'00" West, 427.04 feet (Record North 25°00' West, 422.09 feet) along the boundary of White Cloud Subdivision to the REAL POINT OF BEGINNING.

AND THE FOLLOWING:

TOWNSHIP 8 NORTH, RANGE 14 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO.

SECTION 4: W½SW¼, EXCEPT a parcel of land situated in the NW¼SW¼, more particularly described as follows.

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AMENDED SCHEDULE C - Continued

Commencing at the Quarter section corner common to Sections 5 and 4; thence South 88°20'30" East, 315.78 feet to the Easterly right-of-way line of highway; thence continuing South 88°20'30" East 1,004.22 feet; thence South 0°02'18" West, 300.00 feet; thence North 88°20'30" West, 887.02 feet; thence North 21°05' West 325.16 feet along the Easterly right-of-way line of said highway to the Point of Beginning.

ALSO EXCEPTING:

A parcel of land in the NW¼SW¼, Section 4, more particularly described as follows:
Commencing at the Quarter corner common to Sections 4 and 5; thence South 53°51' East, 534.23 feet to the True Point of Beginning on the Easterly right-of-way boundary of U. S. Highway 93; thence South 88°20'30" East, 901.10 feet; thence South 0°02'18" West, 747.00 feet; thence North 88°20'30" West, 613.52 feet to the Easterly boundary of U. S. Highway 93; thence 151.33 feet along a curve to the left on the Easterly boundary of U. S. Highway 93 with a central angle of 2°59'32", a radius of 2,897.79 feet, and a tangent of 75.68 feet that bears North 18°05'28" West; thence North 21°05'00" West 656.72 feet along the Easterly boundary of U. S. Highway 93 to the True Point of Beginning. (Basis of bearing: U.S. Highway 93, North 21°05' West at Quarter Section Line).

ALSO EXCEPTING:

A parcel of land in the NW¼SW¼, Section 4, more particularly described as follows:
Commencing at the Quarter Corner common to Sections 4 and 5; thence South 33°51'49" East, 1,289.16 feet to the True Point of Beginning on the Easterly right-of-way boundary of U.S. Highway 93; thence South 88°20'30" East, 613.52 feet; thence South 0°02'18" West, 147.00 feet; thence North 88°20'30" West, 569.27 feet to the Easterly boundary of U.S. Highway 93; thence 154.72 feet along a curve to the left on the Easterly boundary of U.S. Highway 93, with a central angle of 3°03'33", a radius of 2,897.79 feet, and a tangent of 77.37 feet that bears North 15°01'55" West, to the True Point of Beginning. (Basis of bearing: U.S. Highway 93, North 21°05' West at Quarter Section Line.)

ALSO EXCEPTING HIGHWAY RIGHT OF WAY, NOW KNOWN AS STATE HIGHWAY 75.

SECTION 9: W¼NW¼, N¼SW¼, EXCEPT that portion of the NW¼SW¼ described as follows:

Commencing at the Southwest corner of said 40-acre tract of land, which is the Point of Beginning; thence East 1,188 feet; thence North 561 feet; thence West 1,188 feet; thence South 561 feet to the Point of Beginning.

ALSO EXCEPTING HIGHWAY RIGHT OF WAY