

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1**

RECEIVED
JAN 25 2019
Department of Water Resources
Eastern Region

Name of Applicant(s) Byrn Farm LLC Phone (208)390-8180
Mailing address 8633 S 1600 E Rexburg ID 83440 Email twitchelllouis@gmail.com

- ☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- ☐ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.
- ☐ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.
- ☐ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No Representative

Name of Representative _____ Phone _____
Mailing address _____ Email _____

- ☐ Send all correspondence for this application to the representative and not to the applicant.
OR
- ☐ Send original correspondence to the applicant and copies to the representative.
- ☐ The representative may submit information for the applicant but is not authorized to sign for the applicant.
OR
- ☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Louise Twitchell
Signature of Applicant or Authorized Representative

Louise Twitchell
Co-personal representative 1-25-2019
Print Name and Title if applicable Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

A. PURPOSE OF TRANSFER

1. ☐ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☒ Other Ownership Change/Clerical Error
2. Is this a transfer for changes pursuant to Idaho Code § 42-221.0.8?
If yes, ☐ attach an explanation and any supporting documentation labeled as **Part 1A.2**.
3. Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.3**.
App for Permit filed in 1991 for legal T4N R40E Section 3,4 T5N R40E Sec33 Amended in 1997 as T4N R40E Sec 3,4 & 33Water Right license filed as amended. Property in Section 33 could be in T5N R40E not in T4N. Maps all indicated the same and the original App for Permit legal was correct.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☒ ☐	22-7706	1.72 cfs	Irrigation	4/15 to 10/15	Ground water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 1.72 cfs and/or _____ acre-feet.

2. Total amount of water proposed to be transferred or changed 0.16 cubic feet per second and/or _____ acre-feet per year.

3. Point(s) of Diversion:

- ☒ No changes to point(s) of diversion are proposed - the following chart is therefore not completed. (Proceed to #4.)
- ☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA. Label it **Attachment #5**.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- ☐ No changes to place of use are proposed - the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
5N	40E	33																8	8
4N	40E	3						16	25	5	17	10							73
								L4											
4N	40E	4	5																5
			L1																
Total Acres (for irrigation use)																			86

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued**

5. General Information:

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:

Pump to main line to 3 pivots

- b. Who owns the property at the point(s) of diversion? Applicant

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:

- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?

If yes, ☐ attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien: No liens

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.

- d. Are any of the water rights proposed for transfer currently leased to the Water Supply Bank?

If yes, ☐ complete Attachment WSB.

- e. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:

None. Just correcting clerical error in place of use legal description.

- f. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:

Palisades Water Users storage.

- g. To your knowledge, has/is any portion of the water right(s) proposed to be changed:

Yes No

- ☐ ☒ undergone a period of five or more consecutive years of non-use,
☐ ☒ currently leased to the Water Supply Bank,
☐ ☒ currently used in a mitigation plan limiting the use of water under the right, or
☐ ☒ currently enrolled in a Federal set-aside program limiting the use of water under the rights?

If yes, describe:

1/31/2019

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

1/31/2019

senior water right based upon the theories of forfeiture, abandonment, adverse possession, waiver, equitable estoppel, estoppel by laches or customary preference.

Dates and Other Information

Licensed Date: 5/29/1997

Water District Number: 100

Mitigation Plan: False

Combined Use Limits

Rate

1.760

22-7706 ,22-7654

Volume

641.2

Acres

200.0

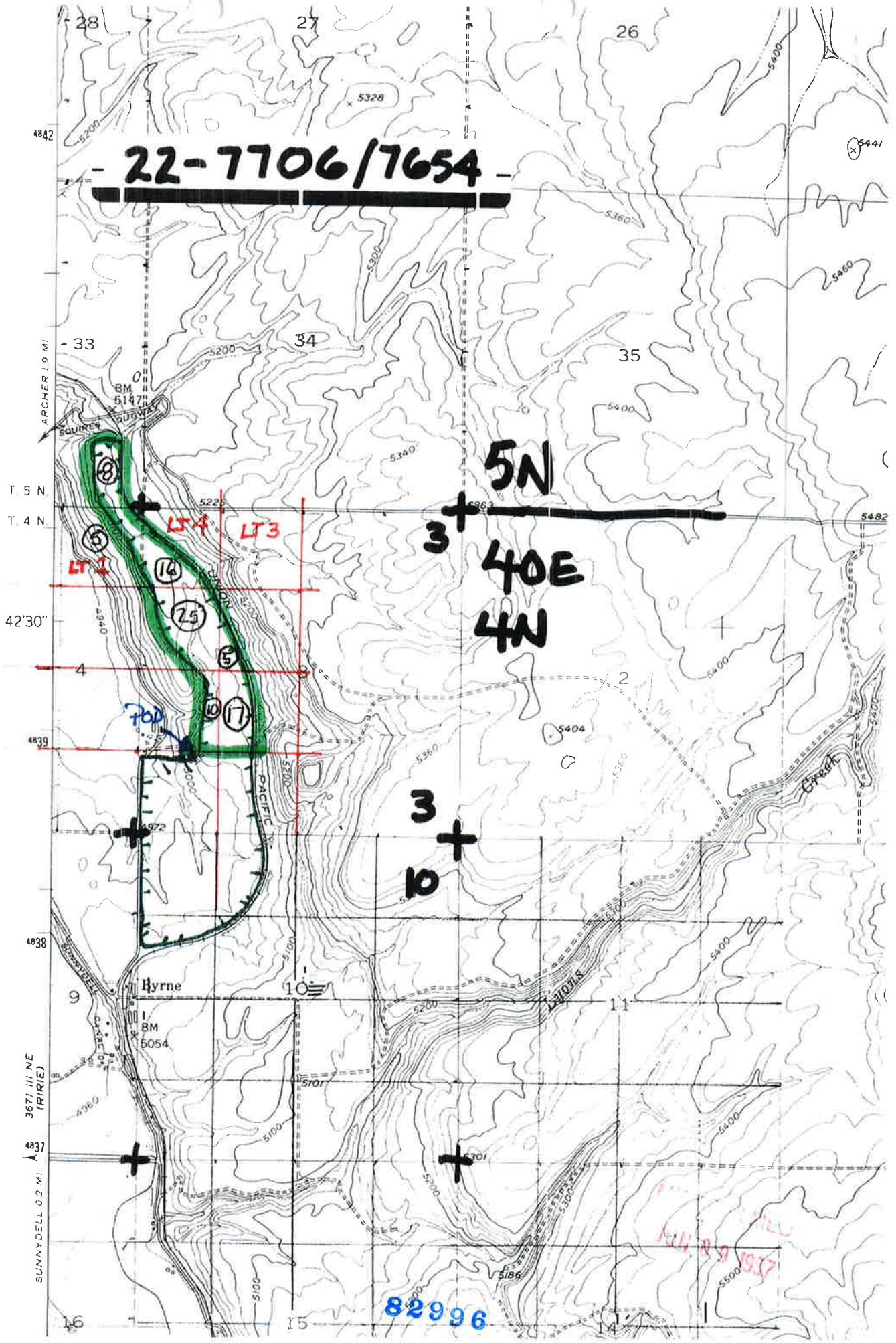
SubCase:

N/A

Water Supply Bank:

N/A

82996



251



CERTIFICATE OF ORGANIZATION LIMITED LIABILITY COMPANY

Title 30, Chapters 21 and 25, Idaho Code

Base Filing fee: \$100.00 typed, \$120 not typed

Complete and submit the application in duplicate.

FILED EFFECTIVE

2018 AUG -7 PM 4:22

SECRETARY OF STATE
STATE OF IDAHO

1. The name of the limited liability company is:

Byrne Farm LLC

(Remember to include the words "Limited Liability Company," "Limited Company," or the abbreviations L.L.C., LLC, or LC)

2. The complete street and mailing addresses of the principal office is:

654 N. 4100 E., Rigby ID 83442

(Street Address)

654 N. 4100 E., Rigby ID 83442

(Mailing Address, if different)

3. The name and complete street address of the registered agent:

JoAnn B. Cramer654 N. 4100 E., Rigby ID 83442

(Name)

(Address)

4. The name and address of at least one governor of the limited liability company:

JoAnn B. Cramer654 N. 4100 E., Rigby ID 83442

(Name)

(Address)

(Name)

(Address)

(Name)

(Address)

(Name)

(Address)

5. Mailing address for future correspondence (annual report notices):

654 N. 4100 E., Rigby ID 83440

(Address)

Signature of organizer(s).

Printed Name: Michael W. Brown, AttorneySignature: Michael W. Brown

Printed Name: _____

Signature: _____

Secretary of State use only

IDAHO SECRETARY OF STATE

08/08/2018 05:00

CK:19849712 CT:172099 BH:1657754
10 100.00 = 100.00 ORGAN LLC #2

W206699

82996

**OPERATING AGREEMENT
OF
BYRNE FARM LLC**

This Operating Agreement (*Agreement*) of Byrne Farm LLC, an Idaho limited liability company (*Company*), is made by the Members to provide for the governance and operations of the Company and the rights and obligations of each Member regarding the Company. This Agreement is effective on August 7, 2018, and will apply to any Additional Members admitted in accordance with its terms. In consideration of the mutual promises in this Agreement, the parties to this Agreement agree to be legally bound by its terms.

**ARTICLE ONE
ORGANIZATIONAL MATTERS**

Section 1.01 Company Formation

The Company became a limited liability company under the laws of the State of Idaho, and specifically under the Idaho Uniform Limited Liability Company Act, upon filing the Certificate of Organization as required by the Idaho Uniform Limited Liability Company Act.

Section 1.02 Company's Name

The Company's name is Byrne Farm LLC. The Members may change the name of the Company, subject to the terms of this Agreement and Applicable Law.

Section 1.03 Company's Purpose

The Company's purpose is to engage in any lawful act or activity for which limited liability companies may be formed under the Act and all activities necessary or incidental to that purpose. The Company has all the powers necessary or convenient to carry out its purposes, including the powers granted by the Act.

Section 1.04 Company's Principal Office and Location of Records

The street address of the principal office in the United States where the Company maintains its records is 654 North 4100 East, Rigby, Idaho 83442.

Section 1.05 Registered Agent and Registered Office

The Company's initial Registered Agent is JoAnn B. Cramer, and the Company's initial registered office is located at 654 North 4100 East, Rigby, Idaho 83442.

Section 1.06 Company's Term

The Company's duration is perpetual. The Company began on the date the Certificate of Organization was filed with the Idaho Secretary of State and will continue until terminated or dissolved as provided in this Agreement.

Section 8.02 Appointing or Removing Managers

Any natural person (including a Member) may be appointed as Manager. JoAnn B. Cramer and Louise Twitchell are hereby appointed as Co-Managers of the Company. Additional Managers may be appointed at any time by a Majority Vote of the Members

Section 8.03 Manager's Fiduciary Duties

The only fiduciary duties a Manager or Co-Manager owes to the Company are the fiduciary duties of loyalty and care stated in Subsections (a) and (b).

(a) Duty of Loyalty

A Manager's duty of loyalty is limited to the following:

- to account to the Company and to hold as its trustee any property, profit, or benefit derived by the Manager in the conduct or winding up of the Company's activities, from a use of the Company's property by the Manager, or from the appropriation of a Company business opportunity and

- to refrain from dealing with the Company in the conduct or winding up of the Company's activities as or on behalf of a person having an interest adverse to the Company.

(b) Duty of Care

Subject to Section 15.01, a Manager's duty of care in the conduct and winding up of the Company's activities is limited to the duty to refrain from intentional misconduct or a knowing violation of law.

A Manager shall discharge the duties under this Agreement or under the Act and exercise any rights consistent with the contractual obligation of good faith and fair dealing. A Manager does not violate a duty or obligation under this Agreement merely because the Manager's conduct furthers the Manager's own interest.

If this Agreement expressly relieves a Manager of a responsibility that the Manager would otherwise have and imposes the responsibility on the Member, the Member is treated as the Manager under this Section with respect to that responsibility.

Section 8.04 Conflict-of-Interest Transactions

After receiving full disclosure of all material facts, the Members may authorize or ratify a specific act or transaction that otherwise would violate the duty of loyalty set forth in Section 8.03(a). In such cases, the Members (excluding the Manager participating in the transaction) determine by a Majority Vote whether the transaction or arrangement is in the Company's best interest and for its own benefit and whether the transaction is fair and reasonable to the Company. Notwithstanding the preceding sentence, nothing in this Article shall be interpreted or construed as limiting or eliminating JoAnn B. Cramer's or Louise Twitchell's (or any other Original Member's) option to purchase dry grazing ground from the Madison County Farm Property, as that term is defined in Section 11.01, pursuant to the terms of Section 11.02.

Section 8.05 No Personal Liability for Capital Contributions

The Co-Managers are not personally liable for the return of any portion of any Member's Capital Contribution. Any return of capital will only be made from available assets of the Company.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED

JAN 25 2019

Department of Water Resources
Eastern Region

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
22-7654	Yes ☐	Yes ☐		Yes ☐	Yes ☐
22-7706	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: JR Byrne
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Byrne Farm LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 8633 S. 1600E Rexburg Id 83440
Mailing address City State ZIP
- (208) 390-8180 twitchehell@q-mail.com
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: 12-3-2018
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
☐ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☐ Filing fee (see instructions for further explanation):
 ☐ \$25 per *undivided* water right.
 ☐ \$100 per *split* water right.
 ☐ No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: Louise Twitchell Co-personal representative 1-25-2019
Signature of new owner/claimant Title, if applicable Date

Signature: _____ _____ _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by: JB Date: 1/25/2019 Receipt No. E04410680 Receipt Amt. \$100.-

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by _____ Processed by _____ Date _____

82996

SPECIAL WARRANTY DEED

JoAnn Cramer and Louise B. Twitchell, acting in their capacities as Co-Personal Representatives of the Estate of Lila Joyce Byrne, deceased, with administration of the estate pending as CV-18-306 in the Seventh Judicial District Court in and for the County of Madison, State of Idaho, c/o JoAnn Cramer, 654 North 4100 East, Rigby, Idaho 83442 (hereinafter "Joyce's Estate"), and JoAnn Cramer and Louise B. Twitchell, acting in their capacities as Co-Trustees of the J.R. Byrne Family Trust u/w/d January 17, 2007, c/o JoAnn Cramer, 654 North 4100 East, Rigby, Idaho 83442 (hereinafter "the Family Trust," and collectively with Joyce's Estate, "Grantors"), for and in consideration of \$10.00 and other good and valuable consideration, hereby transfer, grant, convey, and warrant unto **Byrne Farms LLC**, an Idaho limited liability company, c/o JoAnn Cramer, 654 North 4100 East, Rigby, Idaho 83442 (hereinafter "Grantee"), all of Grantors' right, title, and interest whatsoever, as Joyce's Estate's and the Family Trust's respective interests appear, in the follow described real property located in Madison County, Idaho, to wit:

See attached Exhibit A.

Together with: All and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all estate, right, title, and interest in and to the said property, as well in law as in equity.

Subject to: All easements, encumbrances, rights of way, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, all facts and circumstances that would be revealed by inspection of the property of inquiry of persons in possession thereof, and payment of present year's property taxes, which are an accruing lien not yet due.

Grantors, for themselves, their heirs, successors, and assigns, warrant and represent as follows:

JoAnn Cramer and Louise B. Twitchell were appointed co-personal representatives of the estate of Lila Joyce Byrne, deceased, according to law on April 27, 2018, and have the legal right to transfer Joyce's Estate's interest in the real property described above.

JoAnn Cramer and Louise B. Twitchell are the Co-Trustees of the J.R. Byrne Family Trust u/w/d January 17, 2007, and have the legal right to transfer the Family Trust's interest in the real property described above.

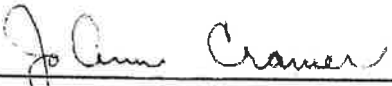
The property described in this deed is free from all liens and encumbrances, except for those of sight or record.

Grantors will forever warrant and defend the quiet and peaceful possession of the property granted by this deed to Grantee against all lawful claims arising 1) during the time period in which Grantors served as co-personal representatives of the estate of Lila Joyce Byrne, as to any lawful claims regarding Joyce's Estate's interest in the real property described above; and 2) during the time period in which Grantors served as Co-Trustees of the J.R. Byrne Family Trust u/w/d January 17, 2007, as to any lawful claims regarding the Family Trust's interest in the real property described above.

The warranty in this deed is limited the amount of coverage the decedents or Grantors had under a policy of title insurance or the sum of \$10.00, whichever is greater.

Effective Date: _____, 2018.

JOYCE'S ESTATE



JoAnn Cramer, Co-Personal Representative of the
Estate of Lila Joyce Byrne



Louise B. Twitchell, Co-Personal Representative of
the Estate of Lila Joyce Byrne

FAMILY TRUST



JoAnn Cramer, Co-Trustee of the J.R. Byrne
Family Trust u/w/d January 17, 2007



Louise B. Twitchell, Co-Trustee of the J.R. Byrne
Family Trust u/w/d January 17, 2007

Acknowledgment

State of Idaho

ss.

County of Bonneville

On this 14th day of November, 2018, before me, the undersigned, a notary public, personally appeared JoAnn Cramer in her capacities as Co-Personal Representative of the Estate of Lila Joyce Byrne and Co-Trustee of the J.R. Byrne Family Trust u/w/d January 17, 2007, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacities.

Katie Ibey

Notary Public for Idaho

Residing at: *Idaho Falls*

(Seal)



Acknowledgment

State of Idaho

ss.

County of Bonneville

On this 14th day of November, 2018, before me, the undersigned, a notary public, personally appeared Louise B. Twitchell in her capacities as Co-Personal Representative of the Estate of Lila Joyce Byrne and Co-Trustee of the J.R. Byrne Family Trust u/w/d January 17, 2007, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacities.

Katie Ibey

Notary Public for Idaho

Residing at: *Idaho Falls*

(Seal)

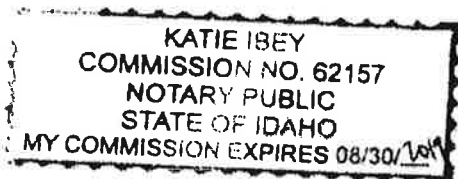


EXHIBIT A

PARCEL ONE:

Township 4 North, Range 40 East, Boise Meridian, Madison County,
Idaho

Section 3: W1/2SW1/4; NE1/4SW1/4

PARCEL TWO:

Township 4 North, Range 40 East, Boise Meridian, Madison County,
Idaho

Section 4: E1/2

Section 10: NW1/4NW1/4

Township 5 North, Range 40 East, Boise Meridian, Madison County,
Idaho

Section 33: S1/2SE1/4; **Also:** that part of the N1/2SE1/4 lying South of the existing County Road, described as follows: Beginning at the Southeast corner of NE1/4SE1/4 of Section 33, Township 5 North, Range 40 East, Boise Meridian, Madison County, Idaho, and running thence North 20 rods more or less to the existing county road; thence Southwesterly along said county road to a point on the North line of SW1/4SE1/4, which point is 70 rods East more or less from the Northwest corner of SW1/4SE1/4 of said section; thence East 90 rods more or less to the point of beginning. **Excepting therefrom:** Commencing at the Northwest Corner of the Southwest ¼ of the Southeast ¼ of Section 33, Township 5 North, Range 40 E.B.M., thence East 1188 feet more or less to the West boundary of the existing county road; thence in a Southerly direction along the existing county road to the North/South boundary line; thence North to the point of beginning. **Also excepting therefrom:** A Parcel of Land Situated in Madison County, State of Idaho, Township 5 North, Range 40 East of the Boise Meridian, Section 33, More Particularly Described as Follows: Beginning at the Southwest Corner of Section 33, Township 5 North, Range 40 East B.M.

Thence N00°00'00"E along the West line of Section 33 for a Distance of 595.00 feet;
Thence N90°00'00"E for a Distance of 3355.00 feet to the True Point of Beginning.
Thence N90°00'00"E for a Distance of 880.00 feet;
Thence N00°00'00"E for a Distance of 250.00 feet;
Thence N35°00'00"W for a Distance of 592.13 feet to the Southerly Right-of-Way line of an existing County Road, said point being on a Curve to the Left: Delta = 04°19'08" Radius = 6370.00' Arc Length = 480.16' Tangent = 240.20' for a Chord Bearing of S39°14'07"W and a Distance of 480.05 feet to the end of said Curve;
Thence S37°04'33"W along said Right-of-Way for a Distance of 24.87 feet;
Thence S36°34'02"W along said Right-of-Way for a Distance of 32.01 feet;
Thence S35°42'12"W along said Right-of-Way for a Distance of 99.77 feet to the beginning of a Curve to the Right: Delta = 25°51'47" Radius = 430.00' Arc Length = 194.10' Tangent = 98.73' for a Chord Bearing of S48°38'06"W and a Distance of 192.46 feet;
Thence S00°00'00"W for a Distance of 109.47 feet to the True Point of Beginning. Containing 8.88 Acres More or Less.

Excepting from the foregoing Tract I the Union Pacific Belt Line Railroad right-of-way, and the County Road right-of-way over and across the Northeast corner of Section 4; the SE1/4 of Section 33; and W1/2SW1/4, NE1/4SW1/4 of Section 3 all as aforesaid.

PARCEL THREE:

Township 4 North, Range 40 East, Boise Meridian, Madison County, Idaho

Section 3: W1/2 NW1/4; Also, all that land lying south and westerly of a line more particularly described as follows: Beginning at the Northeast corner of the SE1/4NW1/4; thence Westerly along the North boundary of said SE1/4NW1/4 940.5 feet to a point, said point being the real point of beginning, thence along said line Southeasterly 1620.78 feet more or less to the Southeast corner of said SE1/4NW1/4; thence West 1320 feet; thence North 1320 feet; thence East 379.5 feet to the point of beginning; NW1/4SE1/4; the West 990 feet of the SW1/4SE1/4; SE1/4SW1/4.

Section 10: NE1/4NW1/4 lying West of Railroad Right-of-Way.

LESS:

A PORTION OF THE NW1/4SE1/4 SECTION 3, TOWNSHIP 4 NORTH, RANGE 40 EAST, BOISE MERIDIAN, MADISON COUNTY, IDAHO, DESCRIBED AS:

COMMENCING AT THE NE CORNER OF THE NW1/4SE1/4 OF SECTION 3 AND RUNNING THENCE SOUTH 460 FEET; THENCE WEST 1000 FEET; THENCE IN A NORTHWESTERLY DIRECTION TO A POINT ON THE NORTH LINE OF SAID NW1/4SE1/4 OF SECTION 3 THAT IS WEST 1250 FEET FROM THE POINT OF BEGINNING; THENCE EAST 1250 FEET TO THE POINT OF BEGINNING.

ALSO LESS THE FOLLOWING TWO TRACTS:

TRACT ONE:

SITUATED IN THE STATE OF IDAHO, COUNTY OF MADISON, BEING PART OF SECTIONS 3 & 4, TOWNSHIP 4 NORTH, RANGE 40 EAST, OF B.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A REBAR WITH A PLASTIC CAP FOUND MARKING THE SOUTHEAST CORNER OF SAID SECTION 4;

THENCE NORTH 00°00'40" WEST, A DISTANCE OF 1,210.12 FEET WITH THE EAST LINE OF SAID SECTION 4 TO A POINT;

THENCE SOUTH 89°59'20" WEST, A DISTANCE OF 12.73 FEET TO A REBAR WITH A PLASTIC CAP SET STAMPED, "PLS 13856" MARKING THE POINT OF BEGINNING;

THENCE NORTH 27°41'49" WEST, A DISTANCE OF 122.74 FEET TO A REBAR WITH A PLASTIC CAP SET STAMPED, "PLS 13856";

THENCE NORTH 02°51'44" WEST, A DISTANCE OF 978.02 FEET TO A REBAR WITH A PLASTIC CAP SET STAMPED, "PLS 13856";

THENCE SOUTH 41°00'09" EAST, A DISTANCE OF 248.41 FEET TO A REBAR WITH A PLASTIC CAP SET STAMPED, "PLS 13856";

THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A DELTA ANGLE 47°21'18", A RADIUS OF 178.18 FEET, AN ARC LENGTH OF 147.27 FEET, WITH A CHORD BEARING OF SOUTH 21°26'20" EAST, AND A CHORD LENGTH OF 143.11 FEET TO A REBAR WITH A PLASTIC CAP SET STAMPED, "PLS 13856";

THENCE SOUTH 02°14'19" WEST, A DISTANCE OF 110.59 FEET TO A REBAR WITH A PLASTIC CAP SET STAMPED, "PLS 13856";

THENCE SOUTH 00°11'21" EAST, A DISTANCE OF 85.75 FEET TO A REBAR WITH A PLASTIC CAP SET STAMPED, "PLS 13856";

THENCE SOUTH 02°32'41" EAST, A DISTANCE OF 259.29 FEET TO A REBAR WITH A PLASTIC CAP SET STAMPED, "PLS 13856";

THENCE SOUTH 14°19'43" EAST, A DISTANCE OF 156.31 FEET TO A REBAR WITH A PLASTIC CAP SET STAMPED, "PLS 13856";

THENCE SOUTH 09°14'43" WEST, A DISTANCE OF 69.63 FEET TO A REBAR WITH A PLASTIC CAP SET STAMPED, "PLS 13856";

THENCE NORTH 88°49'58" WEST, A DISTANCE OF 23.35 FEET TO A POINT;

THENCE WITH A NON-TANGENT CURVE TO THE LEFT HAVING A DELTA ANGLE OF 52°18'12", A RADIUS OF 97.50 FEET, AN ARC LENGTH 89.00 FEET, WITH A CHORD BEARING OF SOUTH 65°00'56" WEST, WITH A CHORD DISTANCE OF 85.95 FEET TO A REBAR WITH A PLASTIC CAP SET STAMPED, "PLS 13856";

THENCE SOUTH 38°51'50" WEST, A DISTANCE OF 68.73 FEET TO THE POINT OF BEGINNING, CONTAINING 4.01 ACRES OF LAND, MORE OR LESS.

THE ABOVE DESCRIPTION WAS PREPARED BY JEFFREY M. ROWE, PLS 13856 IN NOVEMBER 2018, AND IS SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

TRACT TWO:

SITUATED IN THE STATE OF IDAHO, COUNTY OF MADISON, BEING PART OF SECTIONS 3 & 4, TOWNSHIP 4 NORTH, RANGE 40 EAST, OF B.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A REBAR WITH A PLASTIC CAP FOUND MARKING THE SOUTHEAST CORNER OF SAID SECTION 4;

THENCE NORTH 00°00'40" WEST, A DISTANCE OF 1,299.42 FEET WITH THE EAST LINE OF SAID SECTION 4 TO A POINT;

THENCE NORTH 89°59'20" EAST, A DISTANCE OF 131.66 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 09°14'43" EAST, A DISTANCE OF 69.63 FEET TO A REBAR WITH A PLASTIC CAP SET STAMPED, "PLS 13856";

THENCE NORTH 14°19'43" WEST, A DISTANCE OF 156.31 FEET TO A REBAR WITH A PLASTIC CAP SET STAMPED, "PLS 13856";

THENCE NORTH 02°32'41" WEST, A DISTANCE OF 259.29 FEET TO A REBAR WITH A PLASTIC CAP SET STAMPED, "PLS 13856";

THENCE NORTH 00°11'21" WEST, A DISTANCE OF 85.75 FEET TO A REBAR WITH A PLASTIC CAP SET STAMPED, "PLS 13856";

THENCE NORTH 02°14'19" EAST, A DISTANCE OF 110.59 FEET TO A REBAR WITH A PLASTIC CAP SET STAMPED, "PLS 13856";

THENCE WITH AN ARC OF A CURVE TO THE LEFT HAVING A DELTA ANGLE OF 47°21'18", A RADIUS OF 178.18 FEET, AN ARC LENGTH 147.27 FEET, WITH A CHORD BEARING OF NORTH 21°26'20" WEST, WITH A CHORD DISTANCE OF 143.11 FEET TO A REBAR WITH A PLASTIC CAP SET STAMPED, "PLS 13856";

THENCE NORTH 41°00'09" WEST, A DISTANCE OF 248.41 FEET TO A REBAR WITH A PLASTIC CAP SET STAMPED, "PLS 13856";

THENCE NORTH 45°39'52" WEST, A DISTANCE OF 90.62 FEET TO A REBAR WITH A PLASTIC CAP SET STAMPED, "PLS 13856";

THENCE NORTH 64°15'16" EAST, A DISTANCE OF 252.06 FEET TO A REBAR WITH A PLASTIC CAP SET STAMPED, "PLS 13856";

THENCE NORTH 24°10'13" WEST, A DISTANCE OF 180.92 FEET TO A REBAR WITH A PLASTIC CAP SET STAMPED, "PLS 13856";

THENCE NORTH 59°53'23" EAST, A DISTANCE OF 140.84 FEET TO A REBAR WITH A PLASTIC CAP SET STAMPED, "PLS 13856";

THENCE SOUTH 24°15'46" EAST, A DISTANCE OF 306.12 FEET TO A REBAR WITH A PLASTIC CAP SET STAMPED, "PLS 13856";

THENCE SOUTH 31°45'41" EAST, A DISTANCE OF 184.24 FEET TO A REBAR WITH A PLASTIC CAP SET STAMPED, "PLS 13856";

THENCE SOUTH 40°20'12" EAST, A DISTANCE OF 284.57 FEET TO A REBAR WITH A PLASTIC CAP SET STAMPED, "PLS 13856";

THENCE SOUTH 27°39'05" EAST, A DISTANCE OF 187.92 FEET TO A REBAR WITH A PLASTIC CAP SET STAMPED, "PLS 13856";

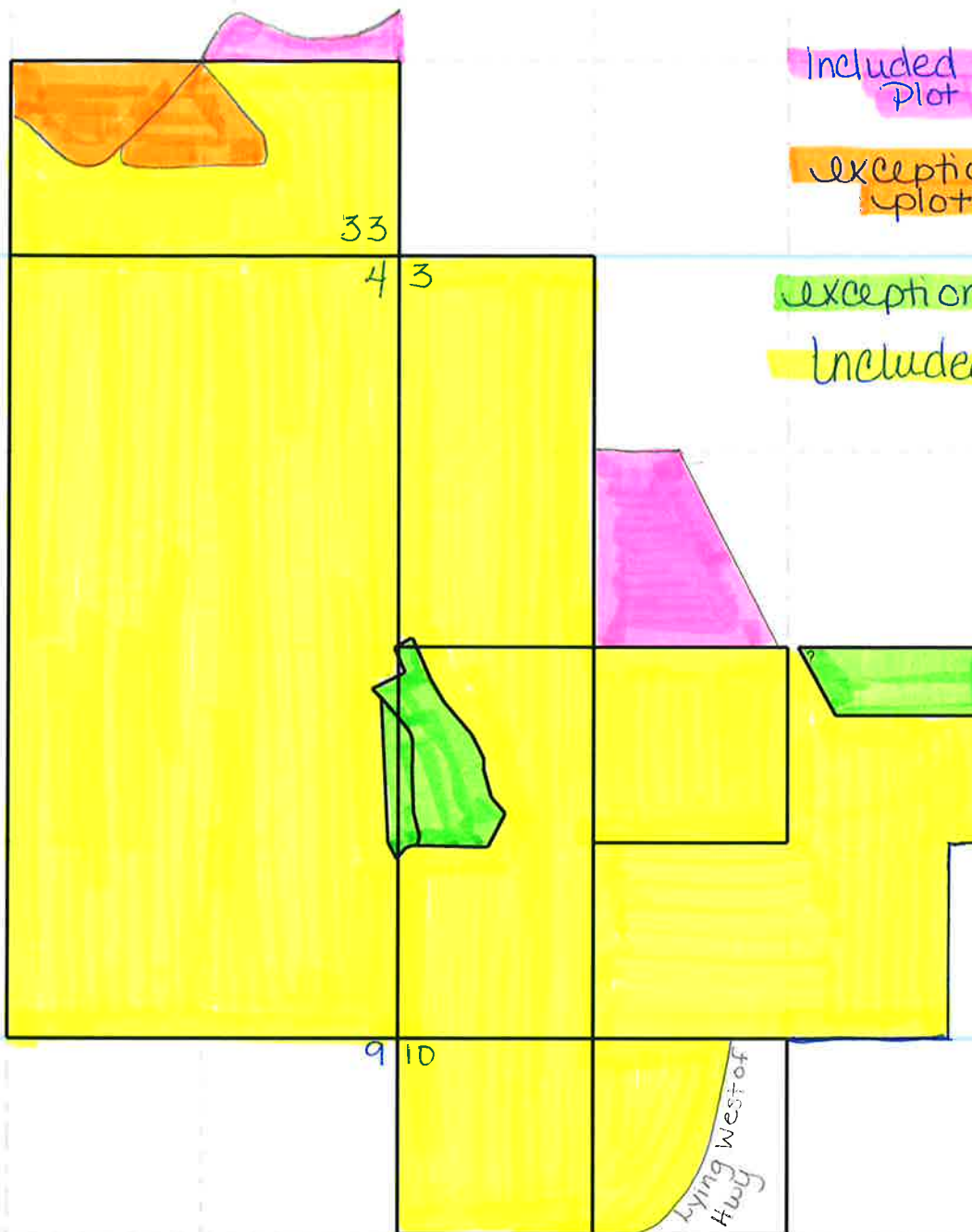
THENCE SOUTH 03°55'32" WEST, A DISTANCE OF 63.20 FEET TO A REBAR WITH A PLASTIC CAP SET STAMPED, "PLS 13856";

THENCE SOUTH 15°20'13" EAST, A DISTANCE OF 203.75 FEET TO A REBAR WITH A PLASTIC CAP SET STAMPED, "PLS 13856";

THENCE SOUTH 41°06'46" EAST, A DISTANCE OF 142.92 FEET TO A REBAR WITH A PLASTIC CAP SET STAMPED, "PLS 13856";

THENCE SOUTH 27°16'51" WEST, A DISTANCE OF 256.67 FEET TO A REBAR WITH A PLASTIC CAP SET STAMPED, "PLS 13856";

THENCE NORTH 88°49'58" WEST, A DISTANCE OF 479.89 FEET TO THE POINT OF BEGINNING, CONTAINING 13.32 ACRES OF LAND, MORE OR LESS.



Included can not plot

exceptions can not plot

exceptions

Included

Lying West of Hwy

1/31/2019

Scale: 1 inch= 1200 feet

File:

- Tract 1: 80.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=7920 ft.
Tract 2: 40.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=5280 ft.
Tract 3: 320.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=15840 ft.
Tract 4: 40.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=5280 ft.
Tract 5: 80.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=7920 ft.
Tract 6: 80.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=7920 ft.
Tract 7: 40.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=5280 ft.
Tract 8: 4.0111 Acres (174724 Sq. Feet), Closure: n00.0655w 0.01 ft. (1/401468), Perimeter=2359 ft.
Tract 9: 13.3173 Acres, Closure: n00.0000e 0.00 ft. (1/907375), Perimeter=3851 ft.
Tract 10: 11.8802 Acres, Closure: n00.0000e 0.00 ft. (1/729248), Perimeter=3234 ft.

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