

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED

FEB 11 2016

WATER RESOURCES
WESTERN 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?
61-7263	Yes ☐	Yes ☐		Yes ☐	Yes ☐
61-7264A	Yes ☐	Yes ☐		Yes ☐	Yes ☐
61-7264B	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: JOHNSON, RODGER; ORCHARD RANCH LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Frank Tiegs LLC
New owner(s) as listed on the conveyance document
- PO Box 3350 Pasco, WA 99302
Mailing address City State ZIP
- 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: September 30, 2015
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: Frank Tiegs Frank Tiegs Managing Member 2/4/16
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 [Signature] Date 2/11/16 Receipt No. W043884 Receipt Amt. \$75⁰⁰

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 [Signature] Approved by [Signature] Processed by [Signature] Date 1-23-17

RECEIVED

MAR 17 2017

WATER RESOURCES
WESTERN REGION

QUITCLAIM DEED

For value received, Murphy Land Company LLC, as grantor hereby quitclaims unto Frank Tiegs LLC, the grantee whose current address is P.O. Box 3350 Pasco, WA 99302, all of the grantor's right, title, and interest in and to the following described water rights situated in Elmore County, Idaho.

All of water right 61-7263, priority date 4/1/1976, for 2.4 cfs, 660.0 acre feet annually and irrigation of 165.0 acres.

All of water right 61-7264A, priority date 6/10/1976, for 10.74 cfs, 2225.0 acre feet annually and irrigation of 446.0 acres.

All of water right 61-7264B, priority date 6/10/1976, for 0.4 cfs, 90.0 acre feet annually and irrigation of 20.0 acres.

Water rights 61-7263, 61-7264A and 61-7264B are limited to a diversion rate of 11.36 cfs, an annual volume of 2975.0 acre feet and the irrigation of 631.0 acres.

Grantor has caused this quitclaim deed to be executed this 17TH day of MARCH, 2017.

By: Frank Tiegs
<GRANTOR>
MANAGING MEMBER
<TITLE>

By: _____
<GRANTOR>

<TITLE>

State of WASHINGTON)
County of FRANKLIN) S.S.

On this 17TH day of MARCH, in the year of 2017, before me, a Notary Public, personally appeared FRANK TIEGS, proved to me on The basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same.



Tim M. Tippet
Tim M. Tippet Notary Public
In and for said State and County

MAY 9, 2017

My Commission Expires on

Recording Requested By and
When Recorded Return to:

MURPHY LAND COMPANY, LLC
PO Box 3110
Pasco, WA. 99302

Instrument # 0000453251
ELMORE COUNTY, ID
10:16:12 AM Apr 29, 2016
For PIONEER TITLE COMPANY OF AD
No. of Pages: 3 Fee: \$16.00
BARBARA STEELE, Recorder
DE, Deputy
Electronically Recorded by Simplifile

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

581624

RECEIVED

MAR 15 2017

WATER RESOURCES
WESTERN REGION

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "Deed"), made as of the 28th day of April, 2016, is between #265 PIONEER EXCHANGE ACCOMMODATION TITLEHOLDER, LLC, an Idaho limited liability company ("Grantor"), and MURPHY LAND COMPANY, LLC ("Grantee"), whose legal address is: PO Box 3110, Pasco, WA. 99302.

WITNESSETH, That Grantor, for and in consideration of One Dollar and No/100 (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, its successors and assigns forever, all the real property, together with improvements, located in the County of Elmore, State of Idaho, more particularly described as follows:

See legal description attached hereto and made a part thereof as Exhibit "A"

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of in and to the above bargained premises, with the hereditaments, easements, rights of way and appurtenances, and with all of Grantor's interest, if any, in and to any and all minerals, water, ditches, wells, reservoirs and drains, and all water, ditch, well, reservoir and drainage rights which are appurtenant to, located on, now or hereafter acquired under or above or used in connection with the property (collectively, the "Property").

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto Grantee, its successors and assigns forever. Grantor, for itself, and its successors and assigns, does covenant, grant, bargain and agree to and with the Grantee, its successors and assigns, that at the time of the enscaling and delivery of these presents, Grantor is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, as of October 30, 2015.

ELIGIBLE FOR RECORDING - DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

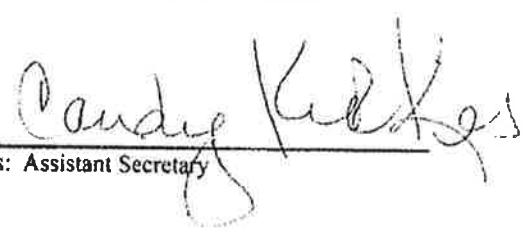
The Grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof BY, THROUGH OR UNDER Grantor.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the date set forth above.

#265 PIONEER EXCHANGE ACCOMMODATION TITLEHOLDER, LLC,
an Idaho limited liability company

By: Pioneer 1031 Company, Member

By:


Its: Assistant Secretary

STATE OF IDAHO

)

) ss.

COUNTY OF ADA

)

On this 28th day of April, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Candy Kirkes, known to me to be the Assistant Secretary of Pioneer 1031 Company, an Idaho corporation, which corporation is the Sole Member of #265 Pioneer Exchange Accommodation Titleholder, LLC, an Idaho limited liability company, and acknowledged to me that she/he executed the within and foregoing instrument for and on behalf of said corporation as Sole Member of said limited liability company and in said corporation's name as Sole Member of said limited liability company.

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



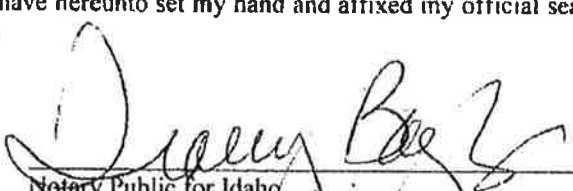

Notary Public for Idaho
Residing at Meridian Idaho
My Commission Expires: 11/4/2020

EXHIBIT "A"

TRACT I:

A parcel of land being portions of the NE1/4, SE1/4 and SW1/4 of Sections 31 and the West Half of the NW1/4 of Section 32, Township 2 South, Range 5 East, Boise Meridian, Elmore County, Idaho, being more particularly described as follows:

Commencing at the Southwest corner of the SW1/4 of Section 31, T2S, R5E, B.M.; thence N00°18'16"E, 30.00 feet along the West line of the SW1/4 of said Section 31 to the Real Point of Beginning of this description.

Thence N00°18'16"E, 2613.70 feet to the Northwest corner of the SW1/4 (West 1/4 Corner) of said Section 31;
Thence N89°59'30"E, 2642.38 feet to the Northeast corner of the SW1/4 (Center 1/4 corner) of said Section 31;
Thence N00°18'02"E, 2642.48 feet to the Northwest corner of the NE1/4 (North 1/4 corner) of said Section 31;
Thence N89°59'21"E, 2642.79 feet to the Northeast corner of said Section 31;
Thence S89°59'26"E, 1290.70 feet along the North line of the West Half of the Northwest 1/4 of Section 32, T2S, R5E, B.M. to a point on a line 30.00 feet West of and parallel to the East line of said West 1/2,
Thence S00°17'56"W, 2641.61 feet along said line to a point on the South line of the West Half of the NW1/4 of said Section 32;
Thence S89°59'38"W, 1290.70 feet to the Southwest corner of said West 1/2 (The West 1/4 corner) of said Section 32;
Thence S00°18'49"W, 2740.23 feet to a point on a line 30.00 feet North of and parallel to the South line of the SE1/4 of Section 31, T2S, R5E, B.M.;
Thence N88°38'39"W, 2642.96 feet along said line to a point on the West line of the SE1/4 of said Section 31;
Thence N88°38'35"W, 2642.66 feet to the Real Point of Beginning.

TRACT II:

A parcel of land being a portion of the NW1/4 of Section 6, Township 3 South, Range 5 East, Boise Meridian, Elmore County, Idaho, being more particularly described as follows:

Commencing at the Northwest corner of Section 6, T3S, R5E, B.M.,
Thence S00°00'59"W, 30.00 feet along the west line of the NW1/4 of said Section 6 to a point on a line 30.00 feet South of and Parallel to the North line of said Section 6, the Real Point of Beginning;

Thence S88°38'35"E, 2641.96 feet along said line to a point;
Thence S88°38'39"E, 224.71 feet to a point on the East line of the NW1/4 of said Section 6;
Thence S00°15'08"W, 2558.69 feet to the Southeast corner of the NW1/4 of said Section 6;
Thence N89°34'08"W, 2855.42 feet to the Southwest corner of the NW1/4 of said Section 6;
Thence N00°00'59"E, 2605.06 feet to the Real Point of Beginning.

REAL ESTATE PURCHASE AND SALE AGREEMENT
(Please read carefully before signing.)

Pasco, Washington, September 30, 2015

Received from Frank Tiegs LLC and/or assigns, (Buyer) the sum of [REDACTED] in the form of a check for [REDACTED] which will be deposited with Pioneer Title Company ("Closing Agent") in an interest bearing account within ten (10) business days after mutual acceptance. Except as otherwise set forth herein, the earnest money will be applied as a credit to Buyer on the closing of the following described real estate, which Buyer agrees to buy and Seller agrees to sell, located in Elmore County, Idaho, and legally described as follows:

The real estate to be sold is agricultural property located in Elmore County, State of Idaho, the legal description of which is contained on Exhibit "A", attached hereto and incorporated here by this reference.

Also included in this sale is all irrigation equipment, pump stations, and pump sites, and rights thereto, as described on Exhibit "B", a copy of which is attached hereto and incorporated herein by this reference. Said property is sold "AS IS" without warranty other than as to title.

Buyer and Seller agree, and do hereby authorize escrow agent to insert and correct the above legal description prior to closing. Buyer and Seller further agree that escrow agent is authorized to insert and correct the description of equipment identification prior to closing.

1. AGENCY DISCLOSURE: At the signing of this Agreement, Seller was not represented and Buyer was represented by Western Mortgage & Realty Company.
2. PURCHASE PRICE: The total price is [REDACTED] plus four (4%) percent of the purchase price calculated from February 14, 2015 to the date of closing, payable in cash on closing, including earnest money and accrued interest thereon.
3. BUYER'S REPRESENTATION: Buyer represents that Buyer has sufficient funds available to close this sale in accordance with this Agreement and is not relying on any contingent source of funds unless otherwise set forth in this Agreement.
4. TITLE: Title to the property shall be marketable at closing. Rights, reservations, covenants, conditions and restrictions presently of record or of apparent use, easements and encroachments of record or apparent use, not materially affecting the value of the property or unduly interfering with Buyer's intended use of the property shall not cause the title to be considered unmarketable. Additionally, the property is subject to the standard policy printed exceptions of Pioneer Title Company, and the encumbrances, if any, retained by Seller for security as set forth in this Agreement. Buyer accepts the property subject to all easements and encroachments of record or of apparent use, including, but not limited to, easements granted to or retained or held by public utilities or governmental entities, and subject to easements, restrictions, and reservations for the supply of water and water rights and future assessments therefore. Encumbrances to be discharged by Seller shall be paid by Seller on or before closing and may be paid out of the closing.

6. TITLE INSURANCE: The parties authorize the closing agent, at Seller's expense, to apply for a standard form owner's policy of title insurance to be issued by Guaranty Title, Inc., 206 South 3rd East St., Mountain Home, ID 83647. The title insurance shall contain no exceptions other than those contained in said standard form, those referred to in this Agreement, those accepted by Buyer, and those not inconsistent with this Agreement. If title is not so insurable and cannot be made so insurable prior to closing, Buyer may elect either to waive such encumbrances or defects and proceed with the closing, or to terminate this Agreement and receive a refund of the earnest money, at which time, this Agreement shall be at an end. Buyer acknowledges that a standard form title insurance does not insure the location of boundaries, and that an extended form of insurance is available at additional cost, with such additional cost to be borne by the Buyer.
7. CONVEYANCE: This Agreement provides for a cash sale and title shall be conveyed by statutory warranty deed free of encumbrances and defects except those included in this Agreement or otherwise acceptable to Buyer.
8. UTILITIES: Seller represents to the best of Seller's knowledge that subject property is served by electricity.
9. CLOSING: This sale shall be closed by Guaranty Title, Inc. in Mountain Home, Idaho, within 30 days of waiver or satisfaction of all contingencies, or, on or before November 1, 2015. "Closing" means the date on which all documents are recorded and the sale proceeds are available for disbursement to Seller. Buyer and Seller shall deposit with closing agent all documents required to complete this sale in accordance with this Agreement.
10. CLOSING COSTS AND PRORATIONS: Seller shall pay all customary and usual closing costs paid by Sellers of Real Estate in Elmore County, Idaho, including title insurance premiums, excise tax, one-half of document preparation, one-half of the escrow fees, and pro-ratable items. Buyer shall pay all customary and usual closing costs paid by Buyers of Real Estate in Elmore County, Idaho, including recording fees, one-half of document preparation, one-half of escrow fees, sales or use tax, if any, and pro-ratable items.
11. 1031 EXCHANGE: At the election of either party, the subject property may be transferred to Buyer by means of an exchange for like-kind property qualifying for tax-free treatment pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended. The non-electing party shall cooperate with the electing party in effecting a qualifying like-kind exchange through a trust or other means determined by the electing party. The party making the election shall bear the additional transaction costs attributable to the execution of a qualifying exchange and shall reimburse the other party of its actual incremental expenses incurred as a result cooperating with such exchange, and shall indemnify the other party from any and all liabilities arising out of such party's agreement to participate in the exchange. In no event shall any party be required to hold title to any property other than the subject property in connection with any exchange.
12. POSSESSION: Possession shall take place upon closing of this transaction. Please see Addendum No. 1 attached hereto regarding early occupancy for farming purposes.
13. ASSIGNMENT: Buyer's rights under this Agreement may be assigned by Buyer without Seller's prior written consent.

14. FIRPTA COMPLIANCE: Seller and Buyer agree to comply with FIRPTA, if applicable. Sellers are a Limited Liability Company. Buyer is a Limited Liability Company.
15. NOTICES: Unless otherwise specified in this Agreement, any and all notices required to be given under this Agreement must be given in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed to be given when actually received by or at the office of the Seller. Notices to Buyer must be signed by at least one Seller and shall be deemed to be given when actually received by or at the residence of Buyer, or by or at the office of Selling Broker. Both parties must keep Selling Broker advised of their whereabouts. Broker has no responsibility for notices beyond calling the party or delivering the notice to the party's last known address.
16. COMPUTATION OF TIME: Unless otherwise expressly specified herein, any period of time specified in this Agreement shall expire at 4:00 p.m. of the last calendar day of the specified period of time, unless the last day is Saturday, Sunday or a legal holiday, as prescribed in RCW 1.16.050, in which event the specified period of time shall expire at 9:00 pm. of the next business day. Any specified period of seven (7) days or less shall include business days only.
17. DEFAULT/TERMINATION: If this Agreement is terminated for any reason, any costs authorized under this Agreement to be advanced from the earnest money deposit shall be deducted before the remaining earnest money is refunded to Buyer or forfeited to Seller. If a dispute should arise regarding the disbursement of any earnest money, the party holding the earnest money may interplead the funds into court. Furthermore, if either Buyer or Seller defaults, the non-defaulting party may seek specific performance or damages, and the Seller may, under some circumstances retain the earnest money as liquidated damages.

If the purchase of the property does not close because (i) title is found objectionable and not cleared within the time herein provided, or (ii) any reason provided in paragraph 1 of Addendum No. 1, then the Closing Agent shall return the Earnest Money, less any costs authorized under this Agreement to be advanced from the Earnest Money deposit, to the Buyer. If the purchase of the property does not close because of any reason not specified in the preceding sentence, then the Closing Agent shall pay all Earnest Money to the Seller.

18. GENERAL PROVISIONS: Time is of the essence. There are no verbal agreements which modify this Agreement. This Agreement constitutes the full understanding between Seller and Buyer. Buyer has personally observed the property and has reached Buyer's own conclusion as to the adequacy and acceptability of the property based upon such personal inspection. Unless otherwise expressly specified herein, square footage, dimensions and/or boundaries used in marketing the property are understood to be approximations and are not intended to be relied upon to determine the fitness or value of the property.
19. LEGAL AND TAX IMPLICATIONS: This Agreement affects your legal rights and obligations and will have tax implications. Agents are not permitted to give legal or tax advice. If you have any questions regarding this Agreement and the addendums, attachments or other related documents, you should consult an attorney or tax advisor. Further, if a dispute arises regarding this transaction, the prevailing party shall recover costs and reasonable attorney's fees, including those for appeals.

20. FACSIMILE AND ELECTRONIC TRANSMISSIONS: Facsimile and electronic transmissions of any signed original document and re-transmission of any signed transmission shall be the same as transmission of any original. At the request of either party or closing agent, the parties will confirm facsimile or electronic transmitted signatures by signing the original document.
21. CURRENT USE STATUS: Subject property is in a current use status. Buyer will continue the current use status after closing this transaction. If Buyer elects to discontinue the current use status, Buyer will be responsible for any resulting taxes, penalties, and interest associated therewith.
22. CASUALTY LOSS: If, prior to closing, the property is destroyed or materially damaged by any means, Buyer may elect to terminate this Agreement and the earnest money shall be refunded to Buyer.
23. ENTIRE AGREEMENT: This document, along with attached Addendum No. 1 – Additional Terms and Conditions, and Exhibits "A", "B", and "C-1" constitutes the entire agreement of the parties. There are no verbal or other agreements which modify or alter this agreement. Buyer and Seller further agree that they have read and understand all of the contents of this Real Estate Purchase and Sale Agreement.
24. OFFER TO PURCHASE: Buyer offers to purchase the property on the above terms and conditions. Seller shall have until 5:00 p.m. on October 3, 2015 to accept this offer, unless sooner withdrawn. Acceptance by Seller shall not be effective until a signed copy hereof is actually received by the Buyer. If this offer is not so accepted, it shall lapse and the earnest money shall be refunded to Buyer.

BUYER:

FRANK TIEGS, LLC, and/or assigns

By: Frank Tieg

It's: Managing Member

P.O. Box 3110, Pasco, WA 99302

Buyer's Address

509-545-4545

Buyer's Phone (Home/Work)

ACCEPTANCE OR COUNTEROFFER: On this date, 10-2, 2015, Seller agrees to sell the property on the terms and conditions set forth in this Agreement. Seller acknowledges receipt of a copy of this Agreement signed by both parties. If Seller has made a counter offer hereon or attached hereon, Buyer shall have until 4:00 p.m. on _____, 2015, to accept the counter offer, unless sooner withdrawn. Acceptance shall not be effective until signed copy hereof is actually received by or at the office of Broker. If the counter offer is not accepted, it shall lapse and the earnest money shall be refunded to Buyer.

SELLER:

ORCHARD RANCH, LLC

By: _____

It's Managing Member

Box 114 Waltham, N.D.
Seller's Address

58282

701-549-2456
Seller's Phone (Home/Work)

RECEIPT: On this date: 10/2/15, 2015, Buyer acknowledges receipt of a copy of this Agreement signed by both parties.

BUYER:

By: _____

It's Managing Member

Addendum No. 1

Addendum/Amendment

This Addendum/Amendment ("Addendum") is entered into this 30th day of September, 2015 between FRANK TIEGS, LLC, and/or assigns ("Buyer") and ORCHARD RANCH, LLC, ("Seller") and modifies and supplements that certain Agreement to Buy and Sell Real Estate between Buyer and the Seller dated September 30, 2015 for property located in Elmore County, Idaho ("Agreement").

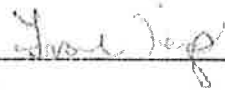
IT IS AGREED BETWEEN THE BUYER AND SELLER AS FOLLOWS:

1. Early Occupancy: for farming purposes only, Buyer shall be granted early occupancy this fall after the 2015 crop season, as mutually agreed upon by both Buyer and Seller, which consent shall not be unreasonably withheld by Seller, provided that the fields which Buyer wishes to occupy have been harvested and/or vacated by the current operator, and provided that Buyer assumes all risks of early occupancy in the event that the transaction contemplated hereby fails to close for any reason.
2. Seller shall assign to Buyer all existing water rights, including but not limited to all those water rights generally described on attached Exhibit "C-1" and all mineral rights, if any, which are owned by Seller.

Note: This Addendum supersedes any conflicting terms in the Agreement, and all other terms of the Agreement which have not been modified or superseded by this Addendum are ratified and shall remain in full force and effect.

Buyer:

FRANK TIEGS, LLC, and/or assigns

By: 

Date: 9/30/15

Seller:

ORCHARD RANCH, LLC

By: 

Date: 10-2-15

Addendum No. 2

Addendum/Amendment

This Addendum/Amendment ("Addendum") is entered into this 2nd day of October, 2015 between FRANK TIEGS, LLC, and/or assigns ("Buyer") and ORCHARD RANCH, LLC, ("Seller") and modifies and supplements that certain Agreement to Buy and Sell Real Estate between Buyer and the Seller dated September 30, 2015 for property located in Elmore County, Idaho ("Agreement").

IT IS AGREED BETWEEN THE BUYER AND SELLER AS FOLLOWS:

1. Paragraph 9 ("CLOSING") of the Purchase and Sale Agreement is hereby modified as follows:

"This sale shall be closed by Pioneer Title Co., 5680 Franklin Road, Ste 150, Nampa, Idaho, 83687, with Carrie Homburg, Escrow Officer", replacing Guaranty Title, Inc. in Mountain Home, Idaho.

Note: This Addendum supersedes any conflicting terms in the Agreement, and all other terms of the Agreement which have not been modified or superseded by this Addendum are ratified and shall remain in full force and effect.

Buyer:

FRANK TIEGS, LLC, and/or assigns

By:

Frank Tieg

Date:

10/2/15

Seller:

ORCHARD RANCH, LLC

By:

Date:

EXHIBIT "A"
LEGAL DESCRIPTION

The Northeast Quarter and the South Half of Section 31, T2S, R5E, B.M., Elmore County, Idaho.

The West Half of the Northwest Quarter of Section 32, T2S, R5E, B.M., Elmore County, Idaho.

The Northwest Quarter of Section 6, T3s, R5E, B.M., Elmore County, Idaho.

EXHIBIT "B"

IRRIGATION EQUIPMENT

Including, but not limited to, all existing electrical motors, attached irrigation pumps, valves, flanges, buried pipelines, electrical, any and all portable irrigation equipment, if any, and any and all other above irrigation equipment which is appurtenant to the subject real property.

The five (5) new Zimmatic Center Pivot Irrigators currently located upon the subject real property were installed by an affiliate of the Buyer and shall remain as the property of the Buyer and/or an affiliate.

EXHIBIT "C-1"

WATER RIGHTS

Water Use	Owner	Acres	WR No.	Priority Date	Source	Diversion Rate
Irrigation	Seller	165	61-7263	04/01/76	Ground	2.40 cfs
Irrigation	Seller	537	61-7264A	06/10/76	Ground	10.74 cfs
Irrigation	Seller	20	61-7264B	06/10/76	Ground	.40 cfs