

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESRECEIVED
JUL 31 2017
WATER RESOURCES
WESTERN REGION

Notice of Change in Water Right Ownership

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?
78-7000A	Yes ☒	Yes ☐		Yes ☐	Yes ☐
78-7000B	Yes ☒	Yes ☐		Yes ☐	Yes ☐
78-12470	Yes ☐	Yes ☐		Yes ☐	Yes ☐
78-12469	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Browns Industries Inc.

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Pickering Property LLC

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or ☐ and/or

53455 Haidahl Ln

La Pine

OR 97739

Mailing address

City

State ZIP

541-419-1280

pickering@crestviewcable.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: July 21, 2017

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.

SUPPORT DATA

IN FILE # 78-7000A8. Signature: [Signature]

Signature of new owner/claimant

Title, if applicable

Secretary/member

Date

7/19/17Signature: [Signature]

Signature of new owner/claimant

Title, if applicable

member

Date

7/19/17

For IDWR Office Use Only:

Received by CS

Date

7/31/17

Receipt No.

W045535

Receipt Amt.

\$200⁰⁰Active in the Water Supply Bank? Yes ☐ No ☒

If yes, forward to the State Office for processing

Name on W-9 X

Approved by

Processed by djW-9 received? Yes ☐ No ☒

Date

9-12-17

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

7/14/2017

WATER RIGHT NO. 78-7000A

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	BROWNS INDUSTRIES INC 101 S CAPITOL BLVD STE 305 BOISE, ID 83702 2083427883
Original Owner	WARREN H BROWN C/O BROWN'S INDUSTRIES INC 101 S CAPITOL BLVD STE 1818 BOISE, ID 83702 2083427883

Priority Date: 09/25/1968

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
LITTLE SALMON RIVER	SALMON RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/15	10/15	1.94 CFS	291 AFA
Total Diversion			1.94 CFS	

Location of Point(s) of Diversion:

LITTLE SALMON RIVER|NWSE|Sec. 14|Township 20N|Range 01E|ADAMS County

Licensed Diversion Capacity: 10.03

Place(s) of use:

Place of Use Legal Description: IRRIGATION ADAMS County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
20N	01E	13		NWSW	6.5									
		14		NWNE	0.5		SWNE	23.5		SENE	20			
				NESE	37.5		NWSE	9						

Total Acres: 97

Conditions of Approval:

1. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
2. R01 A measuring device of a type approved by this Department shall be maintained as a part of the diverting works.
3. R29 This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 3.0 afa per acre for irrigation of the lands above.
4. S38 The use of water for irrigation under this right may begin as early as April 1 and may continue to as late as October 31, provided other elements of the right are not exceeded. The use of water before April 15 and after October 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

Dates:

Licensed Date:

Decreed Date: 11/06/2007

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector:

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

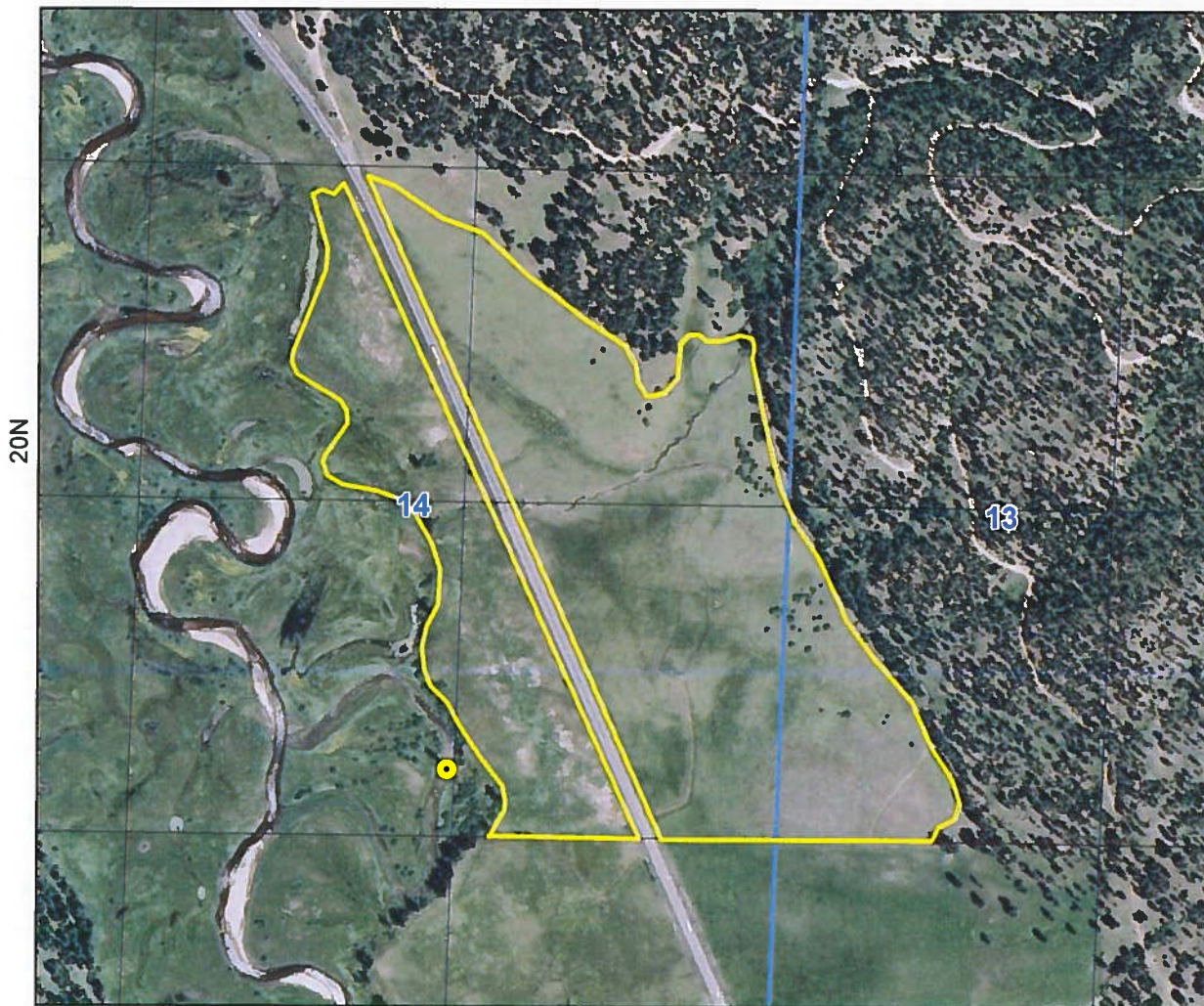
State of Idaho
Department of Water Resources

Water Right
78-7000A

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.

01E



-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections
-  Quarter Quarters

0 0.075 0.15 0.3 Miles





Split Analysis

Water Right Number: 78-7000A
 Diversion Rate: 1.94 CFS
 Reviewer Name: Ig-SPF
 Date: 7/14/2017

Acreage Analysis

[illegible]

Water Right Number: 78-7000A
 Diversion Rate: 1.94 CFS
 Reviewer Name: Ig-SPF
 Date: 7/14/2017

Split Tree

Pickering
(40.7 ac & 0.81 cfs)
Browns
(56.3 ac & 1.13 cfs)

Summary

Right No:	Diversion Rate	Irrigated Acres	CFS / Acre
78-7000A	1.94	97	0.020
Pickering	0.81	40.7	0.020
Browns	1.13	56.3	0.020

78-7000A

(97.0 ac & 1.94 cfs)

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

6/13/2017

WATER RIGHT NO. 78-7000B

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	BROWNS INDUSTRIES INC 101 S CAPITOL BLVD STE 305 BOISE, ID 83702 2083427883
Original Owner	WARREN H BROWN C/O BROWN'S INDUSTRIES INC 101 S CAPITOL BLVD STE 1818 BOISE, ID 83702 2083427883

Priority Date: 09/25/1968

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
LITTLE SALMON RIVER	SALMON RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/15	10/15	3.18 CFS	477 AFA
Total Diversion			3.18 CFS	

Location of Point(s) of Diversion:

LITTLE SALMON RIVER|SESW|Sec. 11|Township 20N|Range 01E|ADAMS County

Licensed Diversion Capacity: 6.68

Place(s) of use:

Place of Use Legal Description: IRRIGATION ADAMS County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
20N	01E	10		NESE	2.5									
		11		SWNW	0.5									
				NWSW	21		SWSW	22		SESW	2			
		14		SWNE	1.5									
				NENW	27		NWNW	19		SWNW	2.5		SENW	25.5
				NESW	27.5									
				NWSE	8									

Total Acres: 159

Conditions of Approval:

1. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
2. R29 This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 3.0 afa per acre for irrigation of the lands above.
3. R01 A measuring device of a type approved by this Department shall be maintained as a part of the diverting works.
The use of water for irrigation under this right may begin as early as April 1 and may continue to as late as October 31, provided other elements of the right are not exceeded. The use of
4. S38 water before April 15 and after October 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

Dates:

Licensed Date:

Decreed Date: 11/06/2007

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector:

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

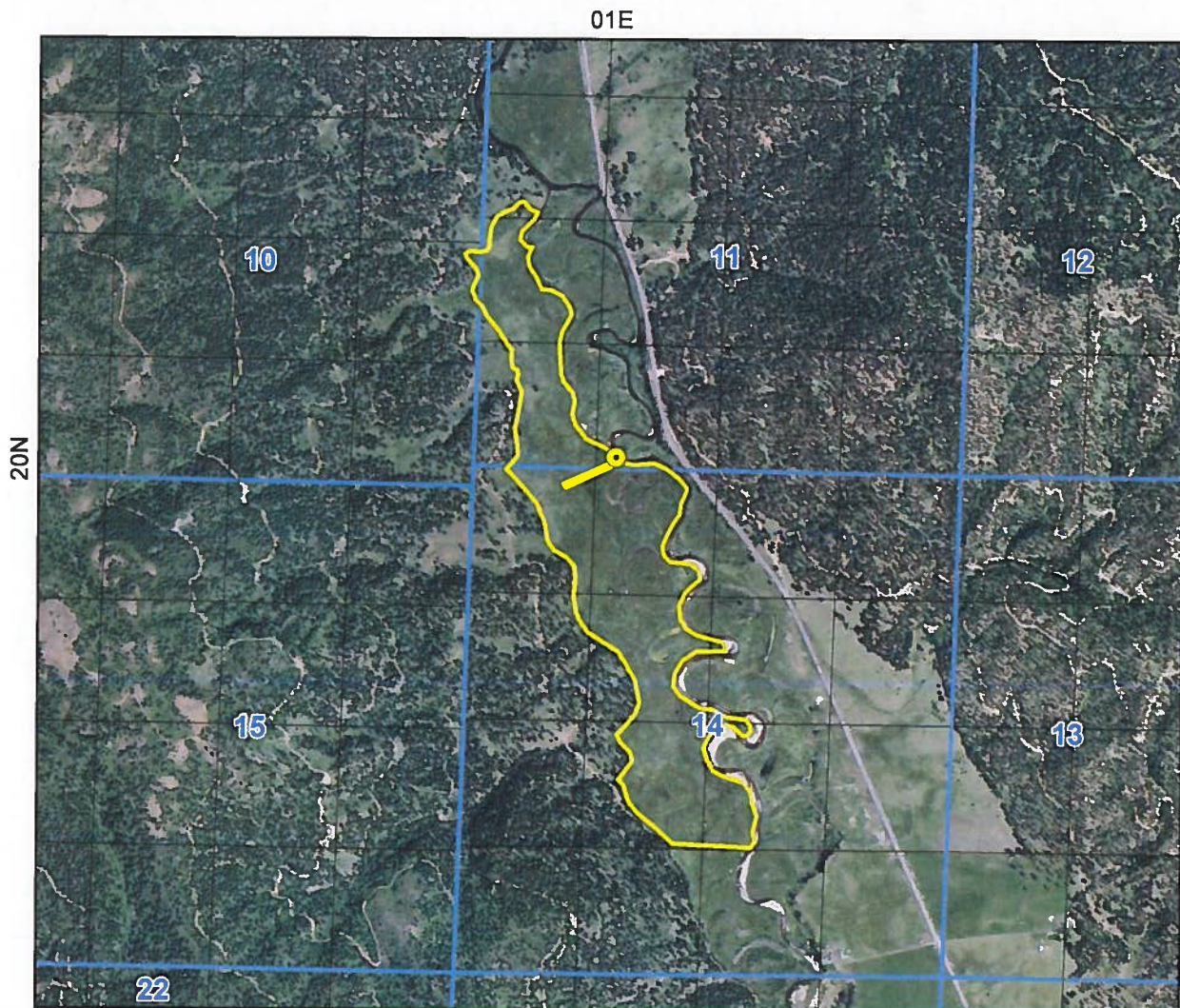
Close

State of Idaho
Department of Water Resources

Water Right 78-7000B

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections
-  Quarter Quarters

0 0.225 0.45 0.9 Miles



Split Analysis

Water Right Number: 78-7000B
 Diversion Rate: 3.18 CFS
 Reviewer Name: Ig-SPF
 Date: 7/14/2017

Acreage Analysis

[illegible]

[illegible]

Instrument # 131201

COUNCIL, ADAMS, IDAHO

7-21-2017 02:32:18 PM No. of Pages: 2

Recorded for: TIMBERLINE TITLE & ESCROW

SHERRY WARD

Ex-Officio Recorder Deputy

Index to: DEED

Fee: 15.00
[Signature]

CORPORATE WARRANTY DEED

FOR VALUE RECEIVED, BROWN'S INDUSTRIES, INC., an Idaho corporation as Grantor, does hereby grant, bargain, sell, and convey unto PICKERING PROPERTY LLC, an Oregon limited liability company, as Grantee, whose current address is 53455 Hafdahl Lane, La Pine, OR 97739, the following described real property situated in Adams County, Idaho, to-wit:

See **EXHIBIT A** attached hereto and incorporated herein by reference.

To have and to hold the said premises, together with improvements and appurtenances unto the said Grantee, his heirs and assigns forever, specifically including the appurtenant portions of Water Right #78-7000B and Water Right #78-7000A. And the said Grantor does hereby covenant to and with said Grantee, that it is the owner in fee simple of said premises; that the said premises are free from all encumbrances excepting for all easements of record, rights of way, matters visible, and all matters of record and title and that it will warrant and defend the same from all lawful claims whatsoever.

DATED this 21ST day of July, 2017.

BROWN'S INDUSTRIES, INC.
An Idaho corporation

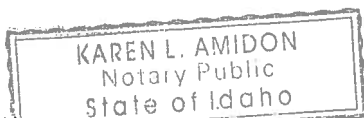
By: Judd W. DeBoer
Judd W. DeBoer, Chairman

STATE OF IDAHO,)
County of Adams) ss.

On this 21ST day of July, 2017, before me, a Notary Public in and for said State, personally appeared JUDD W. DeBOER, known or identified to me to be the Chairman of BROWN'S INDUSTRIES, INC., an Idaho corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such Corporation executed the same.

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

Karen L. Amidon
NOTARY PUBLIC FOR IDAHO
My Commission Expires: 6-26-2021
Cambridge



v7/14/2017

EXHIBIT 'A'

Township 20 North, Range 1 East, Boise Meridian, Adams County, Idaho
A parcel of land situate in Sections 10, 11, 14 and 15, being a portion of the NE1/4SE1/4 and the SE1/4SE1/4 of said Section 10, the SW1/4SW1/4 and that portion of the SE1/4SW1/4 of said Section 11, lying west of the right-of-way of U.S. Highway 95, the NW1/4NW1/4, S1/2NW1/4, N1/2SW1/4, NW1/4SE1/4 and those portions of the NE1/4NW1/4, NW1/4NE1/4, SW1/4NE1/4, SE1/4NE1/4 and the NE1/4SE1/4 of said Section 14 lying west of the right-of-way of U.S. Highway 95, and the NE1/4NE1/4 of said Section 15, more particularly described as follows:

Commencing at an aluminum cap on a 5/8" rebar marking the South 1/16th corner of Section 11, T20NR1EBM, Adams County, Idaho as shown on that particular Record of Survey recorded as Instr. No. 131121 in the Office of the Recorder of Adams County, Idaho, the REAL POINT OF BEGINNING:

Thence S 89°56'57" E., 1,777.78 feet along the northerly boundary of the SW1/4 of said Section 11, to a 5/8" rebar on the westerly right-of-way of U.S. Highway 95;

Thence S 10°25'41" E., 542.35 feet along said westerly right-of-way to a concrete right-of-way monument at Sta. 414+01.48, as shown on Sheet 17 of the ROW plans for F.A.P/ No. F-FR-3112(45);

Thence 1,014.64 feet along said westerly right-of-way on a curve to the left, whose radius is 1,959.86 feet, delta angle is 29°39'45", and whose long chord bears S 25°15'16" E., 1,003.34 feet to a concrete right-of-way monument at Sta. 404+12.73;

Thence S 40°05'08" E., 1,227.26 feet along said westerly right-of-way to a concrete right-of-way monument at Sta. 391+87;

Thence 730.85 feet along said westerly right-of-way on a non-tangent curve to the left, whose radius is 2,814.79 feet, delta angle is 14°52'36", and whose long chord bears S 32°38'51" E., 728.80 feet, to a concrete right-of-way monument at Sta. 384+42.10;

Thence N 64°47'27" E., 10.00 feet along said westerly right-of-way, to a concrete right-of-way monument;

Thence S 25°11'03" E., 2,677.05 feet along said westerly right-of-way to a 1/2" rebar on the southerly boundary of the NE1/4SE1/4 of Section 14, T20NR1EBM, Adams County, Idaho, as shown on that particular Record of Survey, recorded as Instr. No. 95293 in the Office of the Recorder of Adams County, Idaho;

Thence S 89°10'46" W., 2,076.92 feet to a 3 1/4" aluminum cap on a 5/8" rebar marking the Center-South 1/16th corner of said Section 14;

Thence N 89°53'20" W., 2,642.80 feet to a 3 1/4" aluminum cap on a 5/8" rebar marking the South 1/16th corner of said Section 14, as shown on that particular Record of Survey, recorded as Instr. No. 126099, in the Office of the Recorder of Adams County, Idaho;

Thence N 1°04'16" E., 1,425.32 feet to a brass cap marking the West Quarter Corner of said Section 14, as shown on that particular Record of Survey recorded as Instr. No. 74472 in the Office of the Recorder of Adams County, Idaho;

Thence continuing N 1°04'16" E., 1,129.81 feet to an aluminum cap marking the North 1/16th Corner of said Section 15;

Thence S 89°53'14" W., 1,333.51 feet to a 3 1/4" aluminum cap on a 5/8" rebar marking the Northeast 1/16th Corner of said Section 15;

Thence N 0°52'57" E., 1,326.81 feet to a 3 1/4" aluminum cap on a 5/8" rebar marking the East 1/16th Corner common to said Sections 10 and 15;

Thence N 0°21'49" E., 1,560.47 feet to a 5/8" rebar, on the westerly boundary of the NE1/4SE1/4 of said Section 10;

Thence S 89°56'57" E., 1,339.25 feet to the REAL POINT OF BEGINNING.

WATER FACILITIES EASEMENT AGREEMENT
Water Right #78-7000A

THIS WATER FACILITIES EASEMENT AGREEMENT is entered into by and between PICKERING PROPERTY LLC, an Oregon limited liability company, of 53455 Hafdahl Lane, La Pine, OR 97739 ("**Pickering**") and BROWN'S INDUSTRIES, INC., an Idaho corporation, of 533 E Riverside Dr Suite 120, Eagle, Idaho 83616 ("**Brown**"), effective as of the date this Agreement is recorded with the Adams County, Idaho Recorder.

RECITALS

Pickering is the owner of certain real property located in Adams County, Idaho, and more particularly described at **Exhibit A** attached hereto ("**Pickering Property**").

Brown is the owner of certain real property located in Adams County, Idaho, and more particularly described at **Exhibit B** attached hereto ("**Brown Property**").

The Pickering Property is located adjacent to and west of the Brown Property, except that State Highway 95 bisects the Pickering Property and the Brown Property.

Water Right # 78-7000A is currently associated with both the Pickering Property and the Brown Property. ("**Water Right**"). Brown is in the process of amending the Water Right to allocate use of a portion of the Water Right to the Pickering Property and a portion of the Water Right to the Brown Property ("**Water Right Amendment**"). The Water Right as allocated between the Brown Property and the Pickering Property pursuant to the Water Right Amendment shall continue to be referred to collectively as the Water Right herein, whether or not two separate water right numbers are associated with the Water Right as amended.

The diversion point for the Water Right is located on the Pickering Property. Pickering has agreed to grant an easement to Brown to access and maintain the head gates at the diversion point and the water delivery system for the Water Right, in accordance with the terms of this Easement Agreement.

AGREEMENT

WHEREFORE, the parties do covenant and agree as follows:

1. **Easement.** Pickering hereby grants to Brown a permanent, irrevocable, non-exclusive easement on the Pickering Property to access, repair, maintain and operate the head gates and delivery system for the Water Right ("**Easement**").
2. **Conditions of Easement.**
 - a. The Easement is described as a non-exclusive easement because the Easement will also be used by Pickering, and its successors and assigns.
 - b. Brown shall have the right to enter onto the Pickering Property for the purpose of accessing, repairing, maintaining and operating the head gates and delivery

system for the Water Right. Pickering also utilizes the head gates and delivery system for the Water Right. The parties shall coordinate to utilize the head gate, delivery system, and associated water in accordance with the terms of their respective water rights.

- c. The parties shall share pro-rata in the cost of maintenance and repair of the facilities used by both parties, based upon the respective acreage of each party which is benefited by the Water Right; provided, that if only one party utilizes their portion of the Water Right, that party will pay the entire cost of such repair and maintenance ("Constructing Party"), until such time as the other party uses their portion of the Water Right, at which time such other party shall reimburse the Constructing Party for their portion of the initial repair costs (annual maintenance costs incurred when only one party is using their portion of the Water Right shall be paid by such party without reimbursement). Brown shall repair and maintain at its sole cost that portion of the delivery system and facilities used only by Brown. Pickering shall repair and maintain at their sole cost that portion of the delivery system and facilities used only by Pickering.

A pump and pipe system originally existed at the point of diversion, neither of which currently exist and nor are they currently functional. Additionally, the adjacent river may have shifted away over time from the pump in its original location. Pickering has inspected such facilities, and accepts them in their current state, AS IS, subject to cost sharing as provided in this subsection (c) above with the owner of the Brown Property with regard to portions of the system that both parties will utilize. Pickering shall have no claims against Brown in its capacity as Seller of the Pickering Property to Pickering, with regard to any of the facilities related to the Water Right, which facilities Pickering accepts from Brown AS IS.

- d. Neither Pickering nor Brown shall block or hinder use of the Easement by the other party.
- e. Pickering shall have the right to provide a legal description for a more narrow easement that provides sufficient access to the water facilities and delivery system to be accessed by Brown, and to amend this Agreement for the same.
- f. Brown shall have the right to amend the type of use and location of use of the Water Right associated with the Brown Property, pursuant to the requirements of the Idaho Department of Water Resources. In the event that the location of use of the Water Right currently associated with the Brown Property is amended to a property other than the Brown Property, the owner of such other property shall have a right of use of the Easement in accordance with the terms of this Easement Agreement.

3. **Covenant Running With Properties:** The Easement granted herein shall be appurtenant to and running with the Brown Property, and shall constitute a covenant burdening and running with the Pickering Property. The provisions of this Agreement shall bind and inure to the benefit of the heirs, assigns, and successors in interest of the parties.

4. **Non-Waiver/Modification.** The failure of a party to demand strict performance of or compliance with this Easement Agreement or any provisions hereof at any time or under any set of circumstances will not be deemed a waiver by such party of its right to demand such performance and compliance at any other time or under any other circumstances. This Easement Agreement may not be changed or modified orally. It may only be modified by a written instrument executed by the owners of the Brown Property and the Pickering Property, and such modification shall be recorded with the Adams County, Idaho Recorder.

5. **Attorneys Fees:** In the event that any dispute arises regarding the legal consequence, interpretation, application or enforcement of this Agreement, then the prevailing party in such dispute shall be entitled to recover his/her/its attorneys fees and costs incurred, including attorney fees and costs incurred prior to the initiation of litigation and on appeal.

WHEREFORE, the parties have set their hands to this Agreement the date and year set forth by their signatures below.

PICKERING:
PICKERING PROPERTY LLC,
An Oregon limited liability company

BROWN:
BROWN'S INDUSTRIES, INC.
An Idaho corporation

By: [Signature]
GORDON PICKERING, Member

By: _____
JUDD W. DEBOER, Chairman

By: [Signature]
JULEE PICKERING, Member

STATE OF Oregon)
(ss.
County of Deschutes)

On this 30 day of Oct, 2017, before me, a Notary Public in and for said State, personally appeared GORDON PICKERING and JULEE PICKERING, known or identified to me to be the persons whose names are subscribed to the within instrument as Members of PICKERING PROPERTY LLC, limited liability company, and acknowledged to me that such limited company executed same.

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

[Signature]
NOTARY PUBLIC FOR IDAHO Oregon
My Commission Expires: September 7, 2019



4. **Non-Waiver/Modification.** The failure of a party to demand strict performance of or compliance with this Easement Agreement or any provisions hereof at any time or under any set of circumstances will not be deemed a waiver by such party of its right to demand such performance and compliance at any other time or under any other circumstances. This Easement Agreement may not be changed or modified orally. It may only be modified by a written instrument executed by the owners of the Brown Property and the Pickering Property, and such modification shall be recorded with the Adams County, Idaho Recorder.

5. **Attorneys Fees:** In the event that any dispute arises regarding the legal consequence, interpretation, application or enforcement of this Agreement, then the prevailing party in such dispute shall be entitled to recover his/her/its attorneys fees and costs incurred, including attorney fees and costs incurred prior to the initiation of litigation and on appeal.

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PICKERING:
PICKERING PROPERTY LLC,
An Oregon limited liability company

BROWN:
BROWN'S INDUSTRIES, INC.
An Idaho corporation

By: _____
GORDON PICKERING, Member

By: Judd W. DeBoer
JUDD W. DEBOER, Chairman

By: _____
JULEE PICKERING, Member

STATE OF _____)
(ss.
County of _____)

On this _____ day of _____, 2017, before me, a Notary Public in and for said State, personally appeared GORDON PICKERING and JULEE PICKERING, known or identified to me to be the persons whose names are subscribed to the within instrument as **Members** of PICKERING PROPERTY LLC, limited liability company, and acknowledged to me that such limited company executed same.

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
My Commission Expires: _____

STATE OF IDAHO,)
) ss.
County of Adams)

On this 21ST day of July, 2017, before me, a Notary Public in and for said State, personally appeared JUDD W. DeBOER, known or identified to me to be the Chairman of BROWN'S INDUSTRIES, INC., an Idaho corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such Corporation executed the same.

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

Karen L. Amidon
NOTARY PUBLIC FOR IDAHO
My Commission Expires: 6-26-2021

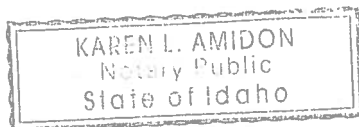


EXHIBIT 'A'

Township 20 North, Range 1 East, Boise Meridian, Adams County, Idaho
A parcel of land situate in Sections 10, 11, 14 and 15, being a portion of the NE1/4SE1/4 and the SE1/4SE1/4 of said Section 10, the SW1/4SW1/4 and that portion of the SE1/4SW1/4 of said Section 11, lying west of the right-of-way of U.S. Highway 95, the NW1/4NW1/4, S1/2NW1/4, N1/2SW1/4, NW1/4SE1/4 and those portions of the NE1/4NW1/4, NW1/4NE1/4, SW1/4NE1/4, SE1/4NE1/4 and the NE1/4SE1/4 of said Section 14 lying west of the right-of-way of U.S. Highway 95, and the NE1/4NE1/4 of said Section 15, more particularly described as follows:

Commencing at an aluminum cap on a 5/8" rebar marking the South 1/16th corner of Section 11, T20NR1EBM, Adams County, Idaho as shown on that particular Record of Survey recorded as Instr. No. 131121 in the Office of the Recorder of Adams County, Idaho, the REAL POINT OF BEGINNING:

Thence S 89°56'57" E., 1,777.78 feet along the northerly boundary of the SW1/4 of said Section 11, to a 5/8" rebar on the westerly right-of-way of U.S. Highway 95;

Thence S 10°25'41" E., 542.35 feet along said westerly right-of-way to a concrete right-of-way monument at Sta. 414+01.48, as shown on Sheet 17 of the ROW plans for F.A.P/ No. F-FR-3112(45);

Thence 1,014.64 feet along said westerly right-of-way on a curve to the left, whose radius is 1,959.86 feet, delta angle is 29°39'45", and whose long chord bears S 25°15'16" E., 1,003.34 feet to a concrete right-of-way monument at Sta. 404+12.73;

Thence S 40°05'08" E., 1,227.26 feet along said westerly right-of-way to a concrete right-of-way monument at Sta. 391+87;

Thence 730.85 feet along said westerly right-of-way on a non-tangent curve to the left, whose radius is 2,814.79 feet, delta angle is 14°52'36", and whose long chord bears S 32°38'51" E., 728.80 feet, to a concrete right-of-way monument at Sta. 384+42.10;

Thence N 64°47'27" E., 10.00 feet along said westerly right-of-way, to a concrete right-of-way monument;

Thence S 25°11'03" E., 2,677.05 feet along said westerly right-of-way to a 1/2" rebar on the southerly boundary of the NE1/4SE1/4 of Section 14, T20NR1EBM, Adams County, Idaho, as shown on that particular Record of Survey, recorded as Instr. No. 95293 in the Office of the Recorder of Adams County, Idaho;

Thence S 89°10'46" W., 2,076.92 feet to a 3 1/4" aluminum cap on a 5/8" rebar marking the Center-South 1/16th corner of said Section 14;

Thence N 89°53'20" W., 2,642.80 feet to a 3 1/4" aluminum cap on a 5/8" rebar marking the South 1/16th corner of said Section 14, as shown on that particular Record of Survey, recorded as Instr. No. 126099, in the Office of the Recorder of Adams County, Idaho;

Thence N 1°04'16" E., 1,425.32 feet to a brass cap marking the West Quarter Corner of said Section 14, as shown on that particular Record of Survey recorded as Instr. No. 74472 in the Office of the Recorder of Adams County, Idaho;

Thence continuing N 1°04'16" E., 1,129.81 feet to an aluminum cap marking the North 1/16th Corner of said Section 15;

Thence S 89°53'14" W., 1,333.51 feet to a 3 1/4" aluminum cap on a 5/8" rebar marking the Northeast 1/16th Corner of said Section 15;

Thence N 0°52'57" E., 1,326.81 feet to a 3 1/4" aluminum cap on a 5/8" rebar marking the East 1/16th Corner common to said Sections 10 and 15;

Thence N 0°21'49" E., 1,560.47 feet to a 5/8" rebar, on the westerly boundary of the NE1/4SE1/4 of said Section 10;

Thence S 89°56'57" E., 1,339.25 feet to the REAL POINT OF BEGINNING.

EXHIBIT 'B'

Township 20 North, Range 1 East, Boise Meridian, Adams County, Idaho

Section 11: All that part of said Section lying east of the right-of-way of U.S. Highway 95 as now established.

Section 14: All that part of the North $\frac{1}{2}$ and the N $\frac{1}{2}$ S $\frac{1}{2}$ of said Section lying east of the right-of-way of U.S. Highway 95 as now established.

EXCEPTING THEREFROM the following two parcels of land:

Township 20 North, Range 1 East, Boise Meridian, Adams County, Idaho

Section 11: E $\frac{1}{2}$ N $\frac{1}{4}$ and the NE $\frac{1}{4}$ SE $\frac{1}{4}$

And

A parcel of land situate in the NW $\frac{1}{4}$ of Section 11, Township 20 North, Range 1 East, Boise Meridian, Adams County, Idaho being the NW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$, that portion of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ lying East of U.S. Highway 95, and a portion of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$, more particularly described as follows:

Commencing at an aluminum cap on a 5/8" rebar marking the West 1/16 corner common to Section 2 and 11, T20NR1EBM, Adams County, Idaho, shown as the Southeast corner of the Muir property, as shown on the official plat of Black Bear Subdivision, recorded as Instr. No. 83419, in the Office of the Recorder of Adams County, Idaho, the REAL POINT OF BEGINNING;

Thence N 89°47'14" E., 330.19 feet along the boundary common to said Sections 2 and 11, to a 5/8" rebar;

Thence S 0°19'00" W., 335.11 feet to a 5/8" rebar;

Thence S 89°48'32" W., 330.21 feet to a 5/8" rebar;

Thence S 50°08'03" W., 382.54 feet to a 5/8" rebar on the easterly right-of-way of U.S. Highway 95, as shown on that particular Record of Survey, recorded as Instr. No. 95293, in the Office of the Recorder of Adams County, Idaho;

Thence 276.52 feet along said easterly right-of-way on a non-tangent curve to the right, whose radius is 5,667.38 feet, delta angle is 2°47'44", and whose long chord bears N 3°41'41" W., 276.49 feet to a concrete right-of-way monument at Station 457+66.60, as shown on Sheet 17 of the ROW plans for F.A.P. No. F-FR-3112(45);

Thence N 2°17'49" W., 303.30 feet along said easterly right-of-way to a concrete right-of-way monument on the line common to Sections 2 and 11, T20NR1EBM, Adams County, Idaho;

Thence N 89°47'14" E., 325.46 feet along said section line to the POINT OF BEGINNING.

