Form 42-248/42-1409(6) Rev. 1/15

RECEIVED DEV
NOV 06 2015
DEPARTMENT OF WATER RESOURCES

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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?
55-10102 ✓	Yes ☐	Yes ☐	57-10627A ✓	Yes ☐	Yes ☐
57-10608 ✓	Yes ☐	Yes ☐	57-10627B ✓	Yes ☐	Yes ☐
57-10619 ✓	Yes ☐	Yes ☐	57-10631 ✓	Yes ☐	Yes ☐
57-10624 ✓	Yes ☐	Yes ☐	57-10632 ✓	Yes ☐	Yes ☐
57-10625 ✓	Yes ☐	Yes ☐	57-10641 not changed	Yes ☐	Yes ☐

2. Previous Owner's Name: Robert A. Thomas, Kelly A. Thomas, Ben A. Thomas Jr, Linda K. Ferris
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Robert A. Thomas and Kelly A. Thomas
   New owner(s) as listed on the conveyance document — Name connector ☒ and ☐ or ☐ and/or

   17947 Shortcut Rd | Oreanna | ID | 83650-5089
   Mailing address | City | State | ZIP

   208-250-5674 | thomas_kel@yahoo.com
   Telephone | Email

N/A 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: 4/10/15.

N/A 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):
   - o $25 per *undivided* water right.
   - o $100 per *split* water right.
   - o No fee is required for pending adjudication claims.

   SUPPORT DATA
   IN FILE # 55-10102

N/A ☐ 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: See next page — Signature of new owner/claimant | Owner — Title, if applicable | Date

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

For IDWR Office Use Only:

Receipted by CJ Date 11-6-15 Receipt No. C101185 Receipt Amt. $425.00

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 6-26-17

COPIED FROM ORIGINAL
RECEIVED
JUN 23 2017
DEPARTMENT OF WATER RESOURCES

Form 42-248/42-1409(6) Rev. 1/15

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

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Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
57-10642	Yes ☐	Yes ☐	55-10101 disallowed	Yes ☐	Yes ☐
57-10643	Yes ☐	Yes ☐		Yes ☐	Yes ☐
57-10644	Yes ☐	Yes ☐		Yes ☐	Yes ☐
Withdrawn 57-7637	Yes ☐	Yes ☐		Yes ☐	Yes ☐
permit 57-7638	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Robert A. Thomas, Kelly A. Thomas, Ben A. Thomas Jr, Linda K. Ferris
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Robert A. Thomas and Kelly A. Thomas
   New owner(s) as listed on the conveyance document — Name connector ☒ and ☐ or ☐ and/or

17947 Shortcut Rd	Oreanna	ID	83650-5089
Mailing address	City	State	ZIP
208-250-5674	thomas_kel@yahoo.com		
Telephone	Email		

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   - ☐ 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: Robert A. Thomas — Owner b — 6/21/17
   Signature of new owner/claimant — Title, if applicable — Date

   Signature: Kelly Thomas — Owner — 06/21/17
   Signature of new owner/claimant — Title, if applicable — Date

For IDWR Office Use Only:

Receipted by _____ Date _____ Receipt No. _____ Receipt Amt. _____

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 _____

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57-10643 ✓	Yes ☐	Yes ☐		Yes ☐	Yes ☐
57-10644 ✓	Yes ☐	Yes ☐		Yes ☐	Yes ☐
withdrawn 57-7637	Yes ☐	Yes ☐		Yes ☐	Yes ☐
permit 57-7638	Yes ☐	Yes ☐		Yes ☐	Yes ☐

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New owner(s) as listed on the conveyance document — Name connector ☒ and ☐ or ☐ and/or

17947 Shortcut Rd | Oreanna | ID | 83650-5089
Mailing address | City | State | ZIP

208-250-5674 | thomas_kel@yahoo.com — tbranch208@gmail.com
Telephone | Email

208-834-3638 = fax

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8. Signature: _____ (Signature of new owner/claimant) | Owner (Title, if applicable) | _____ (Date)

Signature: _____ (Signature of new owner/claimant) | Owner (Title, if applicable) | _____ (Date)

For IDWR Office Use Only:
Receipted by dj Date 11-6-15 Receipt No C101185 Receipt Amt $425.00
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 _____

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Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
57-7267 ✓	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Robert A. Thomas
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Robert A. Thomas and Kelly A. Thomas
   New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or

17947 Shortcut Rd	Oreanna	ID	83650-5089
Mailing address	City	State	ZIP
208-250-5674	thomas_kel@yahoo.com		
Telephone	Email		

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8. Signature: _____ (Signature of new owner/claimant) | Owner (Title, if applicable) | _____ (Date)

   Signature: _____ (Signature of new owner/claimant) | Owner (Title, if applicable) | _____ (Date)

For IDWR Office Use Only:

Receipted by dj Date 11-6-15 Receipt No. C101185 Receipt Amt. $425.00

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 _____

(17: Total)

17 • ×
25 • =
425 • 00 * +

0 • *

Typ	Basin	Sequenc	Su	Applica	Basis	Status	Priority Date	Div. Ra	Source	Water Use	Owner
WR	55	2029			Decreed	Active	12/19/1910	1.18	MEADOW	IRRIGATIO	THOMAS, KELLY A; THOMAS, ROBERT A
WR	55	2434			Decreed	Active	6/25/1913	0.26	MEADOW	IRRIGATIO	THOMAS, KELLY A; THOMAS, ROBERT A
WR	55	10094			Decreed	Active	5/1/1909	0.68	DITCH CRE	IRRIGATIO	THOMAS, KELLY A; THOMAS, ROBERT A
WR	55	10095			Decreed	Active	5/1/1909	0.4	MEADOW	IRRIGATIO	THOMAS, KELLY A; THOMAS, ROBERT A
WR	55	10102			Decreed	Active	9/27/1930		MEADOW	STOCKWA	FERRIS, LINDA K; THOMAS JR, BEN A; THOMAS, KELLY A; THOMAS, ROBERT A
WR	57	40			Decreed	Active	10/1/1869	8.04	CATHERINI	IRRIGATIO	THOMAS, KELLY A; THOMAS, ROBERT A
WR	57	49			Decreed	Active	1/14/1879	2.88	CATHERINI	IRRIGATIO	THOMAS, KELLY A; THOMAS, ROBERT A
WR	57	50			Decreed	Active	4/5/1879	0.79	CATHERINI	IRRIGATIO	THOMAS, KELLY A; THOMAS, ROBERT A
WR	57	55			Decreed	Active	3/16/1885	3.36	BROWNS C	IRRIGATIO	THOMAS, KELLY A; THOMAS, ROBERT A
WR	57	56	B		Decreed	Active	3/16/1885	5.28	HART CREE	IRRIGATIO	THOMAS, KELLY A; THOMAS, ROBERT A
WR	57	59			Decreed	Active	3/1/1886	0.29	HART CREE	IRRIGATIO	THOMAS, KELLY A; THOMAS, ROBERT A
WR	57	72			Decreed	Active	10/1/1901	0.9	BROWNS C	IRRIGATIO	THOMAS, KELLY A; THOMAS, ROBERT A
WR	57	74			Decreed	Active	4/1/1904	1.87	BROWNS C	IRRIGATIO	THOMAS, KELLY A; THOMAS, ROBERT A
WR	57	75			Decreed	Active	4/1/1905	0.32	HART CREE	IRRIGATIO	THOMAS, KELLY A; THOMAS, ROBERT A
WR	57	79			Decreed	Active	3/11/1908	1.84	BROWNS C	IRRIGATIO	THOMAS, KELLY A; THOMAS, ROBERT A
WR	57	81			Decreed	Active	7/19/1908	0.81	BROWNS C	IRRIGATIO	THOMAS, KELLY A; THOMAS, ROBERT A
WR	57	132			Decreed	Active	4/1/1901	0.3	NORTH FO	IRRIGATIO	THOMAS, KELLY A; THOMAS, ROBERT A
WR	57	134			Decreed	Active	4/1/1902	0.8	NORTH FO	IRRIGATIO	THOMAS, KELLY A; THOMAS, ROBERT A
WR	57	2235			Decreed	Active	11/24/1959	3.56	GROUND V	IRRIGATIO	THOMAS, KELLY A; THOMAS, ROBERT A
WR	57	2316			Decreed	Active	5/31/1940	10	NORTH FO	DIVERSION	THOMAS, KELLY A; THOMAS, ROBERT A
WR	57	7267			License	Active	4/6/1981	3.92	GROUND V	IRRIGATIO	THOMAS, ROBERT A (Sent Sep form for this one.)
WR	57	7639			License	Active	2/6/1997	0.31	SPRING	IRRIGATIO	THOMAS, KELLY A; THOMAS, ROBERT A
WR	57	10558			Decreed	Active	10/8/1915	1.37	SPRING	IRRIGATIO	THOMAS, KELLY A; THOMAS, ROBERT A
WR	57	10608			Decreed	Active	5/16/1923	0.02	GILMORE (	STOCKWA	FERRIS, LINDA K; THOMAS JR, BEN A; THOMAS, KELLY A; THOMAS, ROBERT A
WR	57	10619			Decreed	Active	10/8/1915	0.02	BROWNS C	STOCKWA	FERRIS, LINDA K; THOMAS JR, BEN A; THOMAS, KELLY A; THOMAS, ROBERT A
WR	57	10624			Decreed	Active	10/8/1915	0.24	BROWNS C	STOCKWA	FERRIS, LINDA K; THOMAS JR, BEN A; THOMAS, KELLY A; THOMAS, ROBERT A
WR	57	10625			Decreed	Active	10/8/1915	0.02	HART CREE	STOCKWA	FERRIS, LINDA K; THOMAS JR, BEN A; THOMAS, KELLY A; THOMAS, ROBERT A
WR	57	10627	A		Decreed	Active	5/16/1923	0.02	ALDER CRE	STOCKWA	FERRIS, LINDA K; THOMAS JR, BEN A; THOMAS, KELLY A; THOMAS, ROBERT A
WR	57	10627	B		Decreed	Active	10/8/1915	0.24	BUCKAROO	STOCKWA	FERRIS, LINDA K; THOMAS JR, BEN A; THOMAS, KELLY A; THOMAS, ROBERT A
WR	57	10631			Decreed	Active	10/8/1915	0.24	HART CREE	STOCKWA	FERRIS, LINDA K; THOMAS JR, BEN A; THOMAS, KELLY A; THOMAS, ROBERT A
WR	57	10632			Decreed	Active	10/8/1915	0.24	BATES CRE	STOCKWA	FERRIS, LINDA K; THOMAS JR, BEN A; THOMAS, KELLY A; THOMAS, ROBERT A
WR	57	10641			Decreed	Active	7/1/1900	0.04	GROUND V	DOMESTIC	FERRIS, LINDA K; THOMAS JR, BEN A; THOMAS, KELLY A; THOMAS, ROBERT A
WR	57	10642			Decreed	Active	7/1/1900	0.08	GROUND V	DOMESTIC	FERRIS, LINDA K; THOMAS JR, BEN A; THOMAS, KELLY A; THOMAS, ROBERT A

Book 250-5674

WR	57	10643		Decreed	Active	7/1/1964	0.04	GROUND V	DOMESTIC	FERRIS, LINDA K; THOMAS JR, BEN A; THOMAS, KELLY A; THOMAS, ROBERT A
WR	57	10644		Decreed	Active	5/1/1972	0.04	GROUND V	DOMESTIC	FERRIS, LINDA K; THOMAS JR, BEN A; THOMAS, KELLY A; THOMAS, ROBERT A
WR	57	7637	6582		Active	2/6/1997	3.7	GROUND V	IRRIGATIO	FERRIS, LINDA K; THOMAS JR, BEN A; THOMAS, KELLY A; THOMAS, ROBERT A
WR	57	7638	11380		Active	2/6/1997	1.19	GROUND V	IRRIGATIO	FERRIS, LINDA K; THOMAS JR, BEN A; THOMAS, KELLY A; THOMAS, ROBERT A
Clai	55	10101		Beneficial	Active	1/1/1900	0.19	MEADOW_	STOCKWA	FERRIS, LINDA K; THOMAS JR, BEN A; THOMAS, KELLY A; THOMAS, ROBERT A

ther) ✱ → Sent to Bob for Signatures (12/23)

ELECTRONICALLY RECORDED - DO NOT REMOVE THE COUNTY STAMPED FIRST PAGE AS IT IS NOW INCORPORATED AS PART OF THE ORIGINAL DOCUMENT.

~~Exhibit C~~

Instrument # 286446
MURPHY, OWYHEE, IDAHO
2015-04-13 04:15:48 No. of Pages: 7
Recorded for: PIONEER TITLE CANYON - CALDWEL
ANGELA BARKELL Fee: $28.00
Ex-Officio Recorder Deputy: map
Index To: DEED
Electronically Recorded by Simplifile

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Thomas Brothers Ranch
17947 Shortcut Road
Oreana, Idaho 83605

568673/BA/TG

(Space Above For Recorder's Use)

GRANT DEED

For valuable consideration given, the receipt of which is hereby acknowledged, BEN A. THOMAS, JR. and LINDA K. FERRIS ("Grantors"), grant to ROBERT A. THOMAS and KELLY A. THOMAS, husband and wife ("Grantees"), whose address is 17947 Shortcut Road, Oreana, Idaho, 83650 and their successors and assigns forever, an undivided one-half interest in the following described real property located in Owyhee County, State of Idaho: **See Exhibit A.**

SUBJECT TO taxes and assessments for the year 2015 and any other years, to any and all existing easements, rights-of-way, reservations, restrictions, liens, encumbrances and other matters of record, to any existing tenancies, to all zoning laws and ordinances, to any state of facts an accurate survey or inspection of the premises would show and to any claims, liens or encumbrances done, made or suffered by any or all of the Grantees, or any person claiming under any or all of the Grantees.

This conveyance shall include any and all estate, right, title, interest of Grantors in any and all appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the property herein described as well in law as in equity.

IN WITNESS WHEREOF, the Grantors have executed this instrument on this 8th day of April, 2015.

BEN A. THOMAS, JR.

SEE ATTACHED

LINDA K. FERRIS

Exhibit C

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Thomas Brothers Ranch
17947 Shortcut Road
Oreana, Idaho 83605

(Space Above For Recorder's Use)

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IN WITNESS WHEREOF, the Grantors have executed this instrument on this day of 2015

BEN A. THOMAS, JR.

Linda K. Ferris

LINDA K. FERRIS

)
) ss.
County of)

On this _____ day of_____, 2015, before me personally appeared Ben A. Thomas, Jr., known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he 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.

NOTARY PUBLIC FOR

Residing at
My Commission Expires

STATE OF Alaska)
) ss.
County of)
Matanuska

On this 8th day April 2015 before me personally appeared Linda K. Ferris, 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 WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

OFFICIAL SEAL
Terisha Eller
Notary Public-State of Alaska
My Comm. Expires 08/05/15

NOTARY PUBLIC FOR Alaska

Residing at Palmer Alaska
My Commission Expires 8/5/2015

STATE OF Wa)
) ss.
County of Cowlitz)

On this 8 day of April, 2015, before me Pam Whittle, personally appeared Ben A. Thomas, Jr., known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he 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.

PAMELA BETH WHITTLE NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 01-22-16

Pamela B. Whittle
NOTARY PUBLIC FOR WA State
Residing at Kalama
My Commission Expires 1-22-16

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2015, before me _____, personally appeared Linda K. Ferris, 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 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 _____
Residing at _____
My Commission Expires _____

EXHIBIT A

TRACT I:

IN TOWNSHIP 4 SOUTH, RANGE 1 EAST, BOISE MERIDIAN, OWYHEE COUNTY, IDAHO.

Section 27: SW1/4, W1/2 SE1/4, NE1/4 SE1/4

Section 28: S1/2, SE1/4 NW1/4

LESS a tract of land in Southeast Quarter of the Northwest Quarter, Section 28, Township 4 South, Range 1 East, Boise Meridian, Owyhee County, Idaho, more particularly described as follows:

BEGINNING at the Northeast corner of the said Southeast Quarter of the Northwest Quarter of Section 28, Township 4 South, Range 1 East, Boise Meridian, Owyhee County, Idaho, a brass cap properly marked and set by the Bureau of Land Management in 1976; thence
South 0° 38' West a distance of 540.7 feet to an iron pin on the North right of way of the County Road; thence
South 80° 42'44" West a distance of 1348.24 feet along the North right of way of the County Road to the West boundary of said Southeast Quarter of the Northwest Quarter of Section 28; thence
North 0° 27' East along West boundary of said Southeast Quarter of the Northwest Quarter of Section 28, a distance of 773.8 feet to an iron pin on the Northwest corner of said Southeast Quarter of the Northwest Quarter; thence
South 89° 20' East a distance of 1330.56 feet to the POINT OF BEGINNING.

Section 29: South 1/2

Section 31: Lot 1 (NW1/4 NW1/4), Lot 2 (SW1/4 NW1/4), Lot 3 (NW1/4 SW1/4), Lot 4 (SW1/4 SW1/4), NE1/4, E1/2 W1/2, N1/2 SE1/4

LESS the following description:

A part of Lot 1 (NW1/4 NW1/4) Section 31, Township 4 South, Range 1 East, Boise Meridian, Owyhee County, Idaho, more particularly described to-wit:

COMMENCING at the Northwest corner of the Northwest Quarter of the Northwest Quarter, Section 31, Township 4 South, Range 1 East, Boise Meridian, Owyhee County, Idaho; thence
South 0° 00' West 704 feet along the West line of said Northwest Quarter of the Northwest Quarter to the INITIAL POINT of this description; thence
North 90° East 267 feet; thence
South 0° 00' West 256 feet parallel to the said West line; thence
South 90° West 267 feet to a point on the West line; thence
North 0° 00' East 256 feet along the West line to the INITIAL POINT of this description.

ALSO LESS the following description:

A parcel of land located in the Northwest ¼ of the Northwest ¼ of Section 31, Township 4 South, Range 1 East of the Boise Meridian, Owyhee County, Idaho, more particularly described as follows:

Commencing at the Northwest corner of said Section 31, which is marked by an aluminum cap; thence
South 00°01'51" West 591.30 feet along the West boundary of said Section 31 to a point; thence
North 77°43'06" East 27.89 feet to a point on the East right-of-way of the Oreana Loop Road marked by a 5/8 inch iron pin with a yellow plastic cap which is the REAL POINT OF BEGINNING of this description; thence continuing
North 77°43'06" East 148.44 feet to a point marked with 5/8 inch iron pin with a yellow plastic cap; thence
South 80°33'19" East 153.49 feet to a point marked with 5/8 inch iron pin with a yellow plastic cap; thence
South 00°50'10" West 580.61 feet to a point marked with 5/8 inch iron pin with a yellow plastic cap; thence
North 89°51'24" West 288.40 feet to a point on a fence line marked with a 5/8 inch iron pin with a yellow plastic cap, said fence being the East right-of-way line of the Oreana Loop Road; thence
North 00°02'29" East 200.00 feet along said right-of-way fence to a fence post marking the Southwest corner of the existing Oreana Cemetery; thence
South 89°51'24" East 238.40 feet along a fence line shown of record to be North 90° East 231 feet to a fence post marking the Southeast corner of the existing Oreana Cemetery; thence
North 00°50'10" East 255.53 feet along a fence line shown of record to be North 1°30' West 256 feet to a fence post marking the Northeast corner of the existing Oreana Cemetery; thence
North 89°55'41" West 241.95 feet, along a fence line, shown of record to be North 91° East 232 feet to a fence post marking the Northwest corner of the existing Oreana Cemetery and the East right-of-way line of the Oreana Loop Road, thence
North 00°02'29" East 118.32 feet along said right-of-way to the REAL POINT OF BEGINNING of this description.

Section 32: NW1/4 NE1/4, N1/2 NW1/4

IN TOWNSHIP 5 SOUTH, RANGE 1 WEST, BOISE MERIDIAN, OWYHEE COUNTY, IDAHO.

Section 1: Lot 1, S1/2 NE1/4, N1/2 SE1/4, SW1/4 SE1/4
Section 4: W1/2 SW1/4
Section 5: SE1/4 SE1/4
Section 8: NE1/4 NE1/4
Section 12: W1/2 E1/2, NE1/4 NW1/4
Section 13: NW1/4 NE1/4
Section 27: S1/2 SW1/4, NE1/4 SW1/4, NW1/4 SE1/4

IN TOWNSHIP 5 SOUTH, RANGE 2 WEST, BOISE MERIDIAN, OWYHEE COUNTY, IDAHO

Section 24: Lot 2 (SE1/4 NE1/4), Lot 3 (NE1/4 SE1/4), NE1/4 SW1/4, NW1/4 SE1/4

IN TOWNSHIP 6 SOUTH, RANGE 1 WEST, BOISE MERIDIAN, OWYHEE COUNTY, IDAHO

Section 17: NW1/4, NW1/4 SW1/4
Section 18: N1/2, NE1/4 SE1/4
Section 19: NW1/4

IN TOWNSHIP 6 SOUTH, RANGE 2 WEST, BOISE MERIDIAN, OWYHEE COUNTY, IDAHO.

Section 13: N1/2, SW1/4, W1/2 SE1/4
Section 21: Lot 2 (SW1/4 SE1/4)
Section 22: Lot 1 (SE1/4 SE1/4), Lot 2 (SW1/4 SE1/4), Lot 3 (SE1/4 SW1/4), S1/2 NE1/4, NE1/4 SW1/4, N1/2 SE1/4
Section 27: ALL
Section 28: NE1/4, W1/2 SW1/4, SE1/4 SW1/4, SE1/4
Section 29: S1/2
Section 32: N1/2, SE1/4
Section 33: N1/2 NE1/4, N1/2 NW1/4, SW1/4 NW1/4, W1/2 SW1/4
Section 34: N1/2, SW1/4

IN TOWNSHIP 7 SOUTH, RANGE 2 WEST, BOISE MERIDIAN, OWYHEE COUNTY, IDAHO.

Section 3: Lot 4, SW1/4 NW1/4, W1/2 SW1/4
Section 4: Lots 1, 2, 3, 4, S1/2 N1/2
Section 5: Lots 1, 2, 3, 4, S1/2 N1/2, SW1/4, W1/2 SE1/4
Section 6: S1/2 SE1/4, NE1/4 SE1/4
Section 7: NE1/4, E1/2 NW1/4
Section 8: NW1/4 NE1/4, N1/2 NW1/4
Section 10: NW1/4 NW1/4

TRACT 2:

IN TOWNSHIP 4 SOUTH, RANGE 1 EAST, BOISE MERIDIAN, OWYHEE COUNTY, IDAHO.

Section 28: That part of the SW1/4 NW1/4 lying south of the County road now constructed.

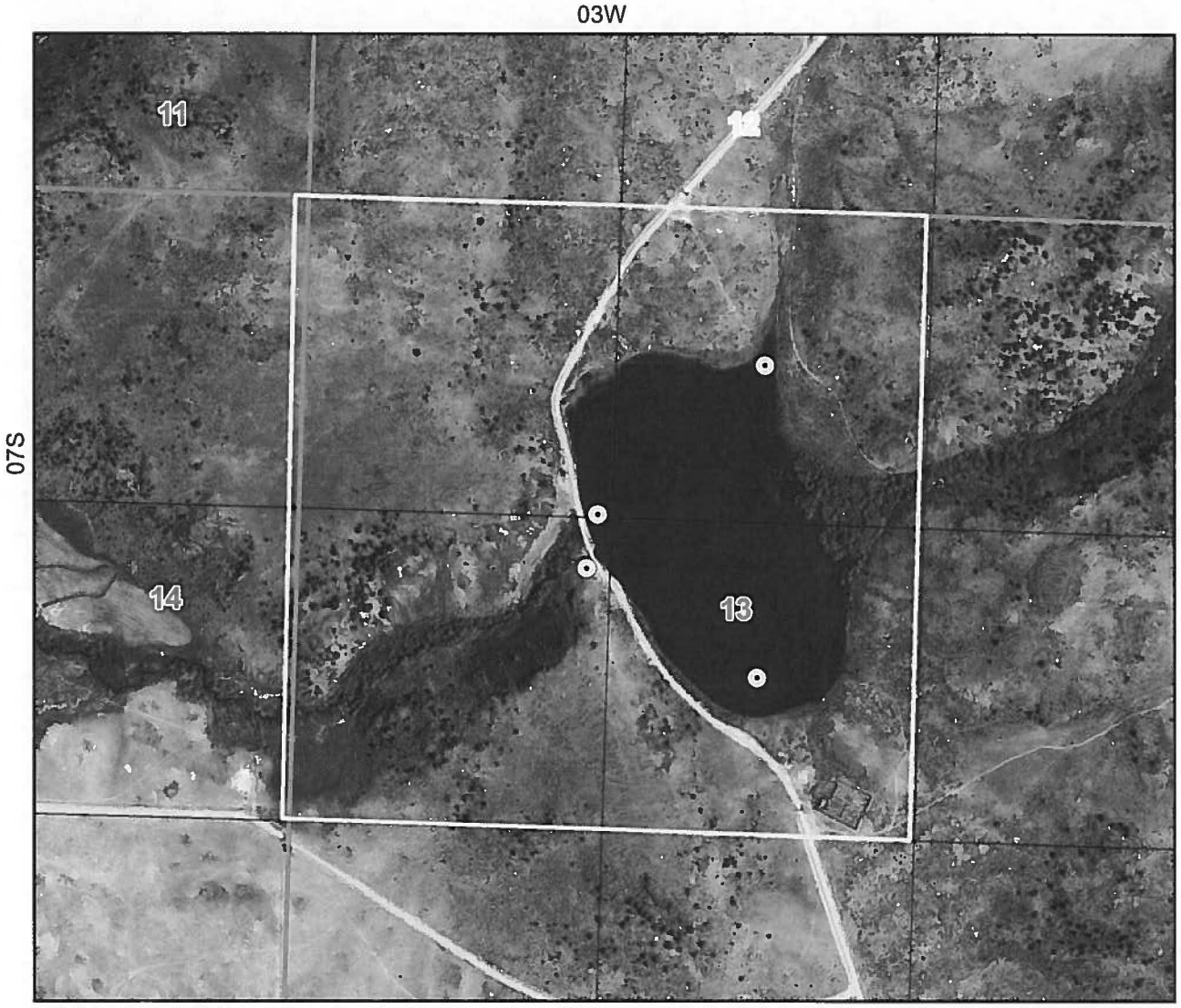
State of Idaho
Department of Water Resources

Water Right

55-10102

STOCKWATER FROM STORAGE

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.

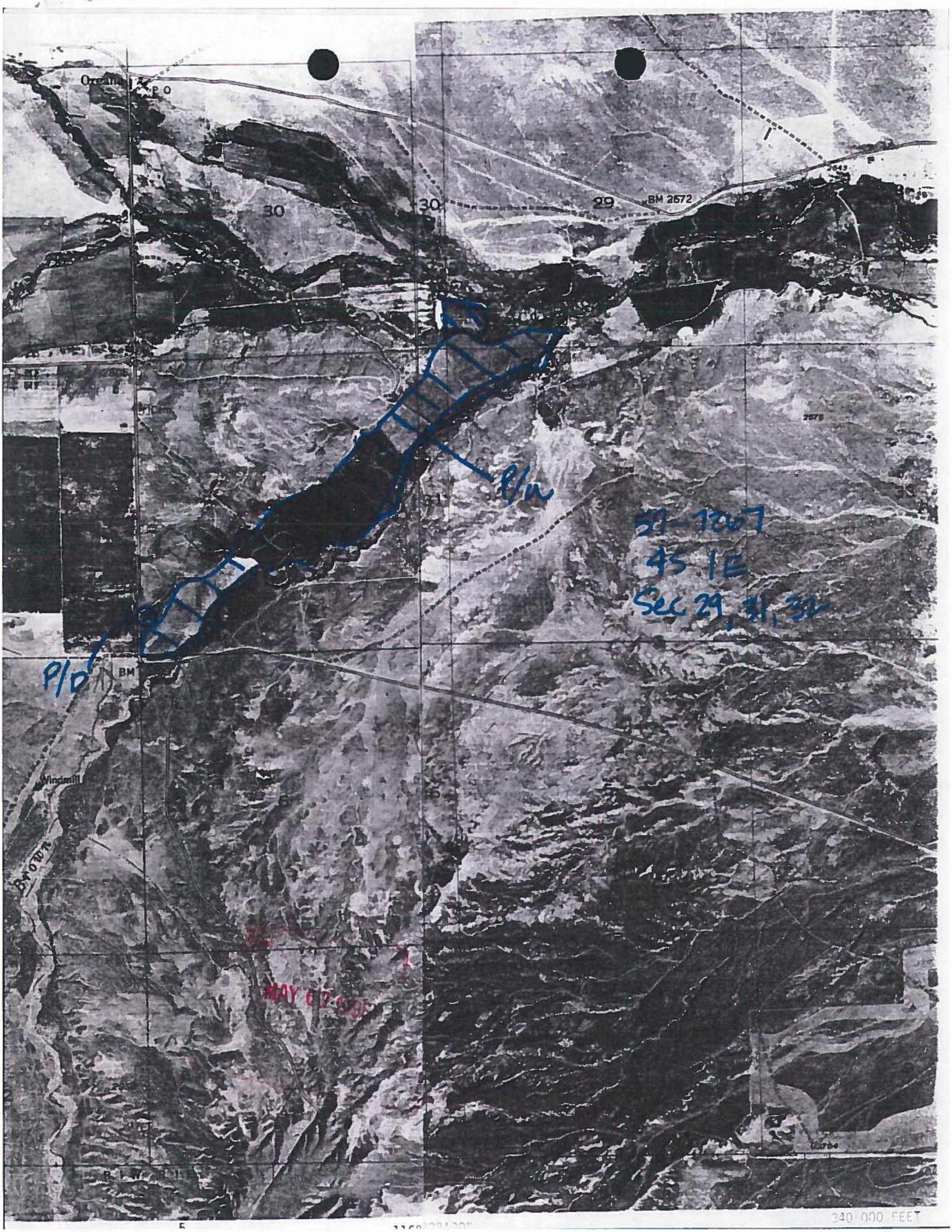


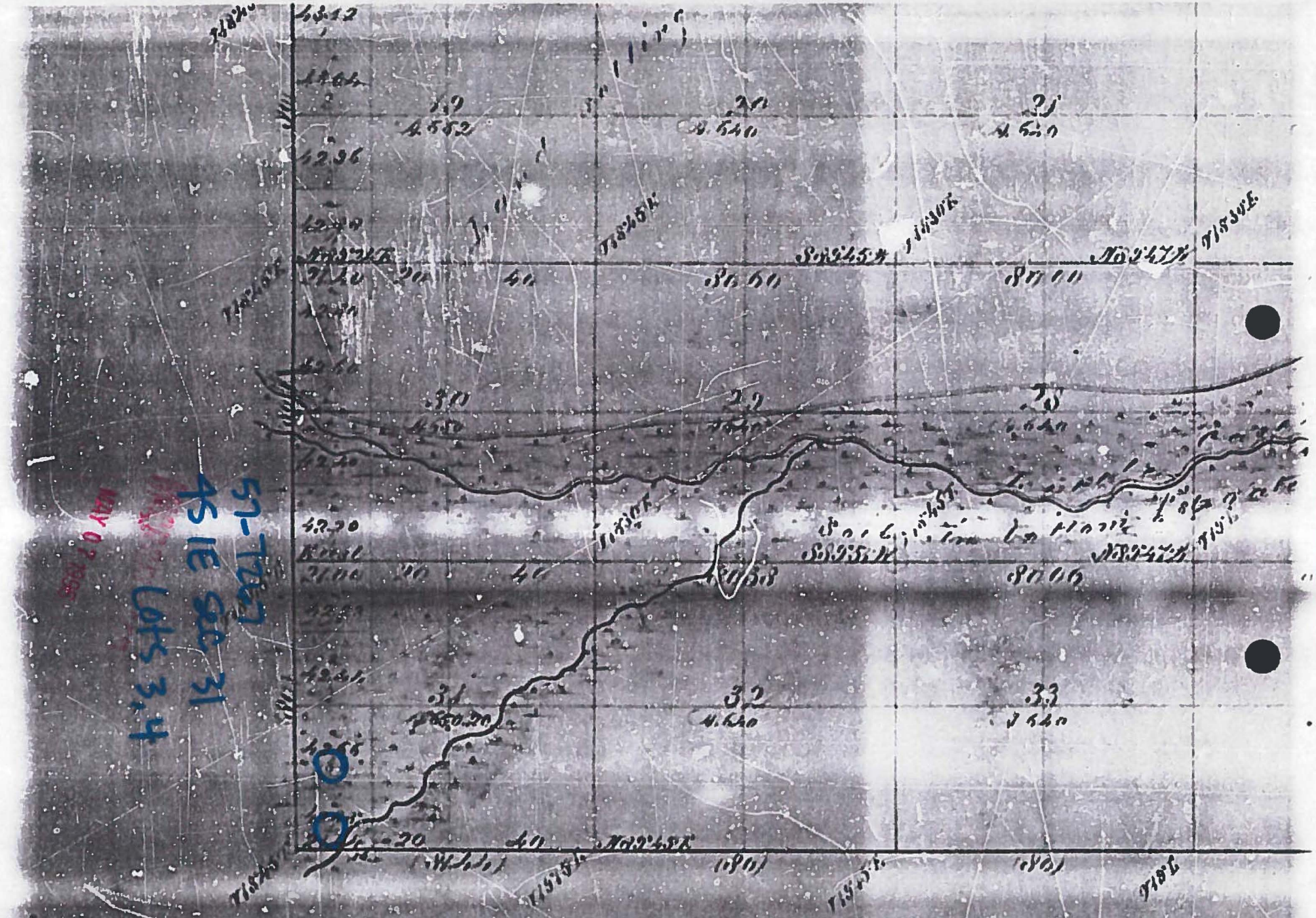
Point of Diversion
Place Of Use Boundary
Townships
PLS Sections
Quarter Quarters

0 0.075 0.15 0.3 Miles

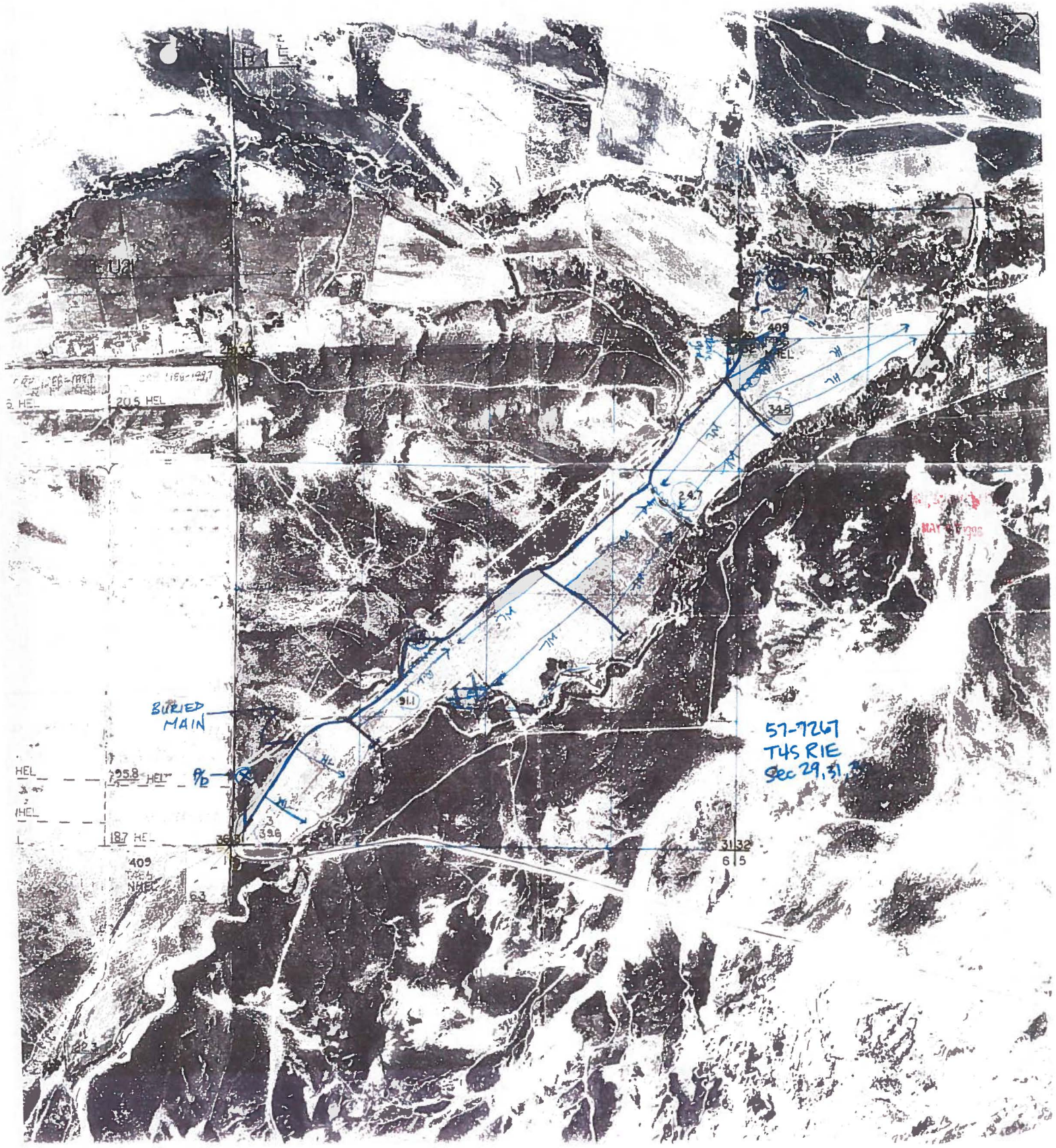
N

Map produced on October 23, 2015


Oreana
P O
30
30
29
BM 2572
2805
Windmill
Brown
340 000 FEET



Designated	By whom surveyed	Date of contract	Amt of Surveys: Miles	chains	links	When commenced	When com;


BURIED MAIN
57-7267
T4S R1E
Sec 29, 31, 3
409
HEL
20.5 HEL
955.8 HEL
187 HEL
409
HEL
31 32
6 5

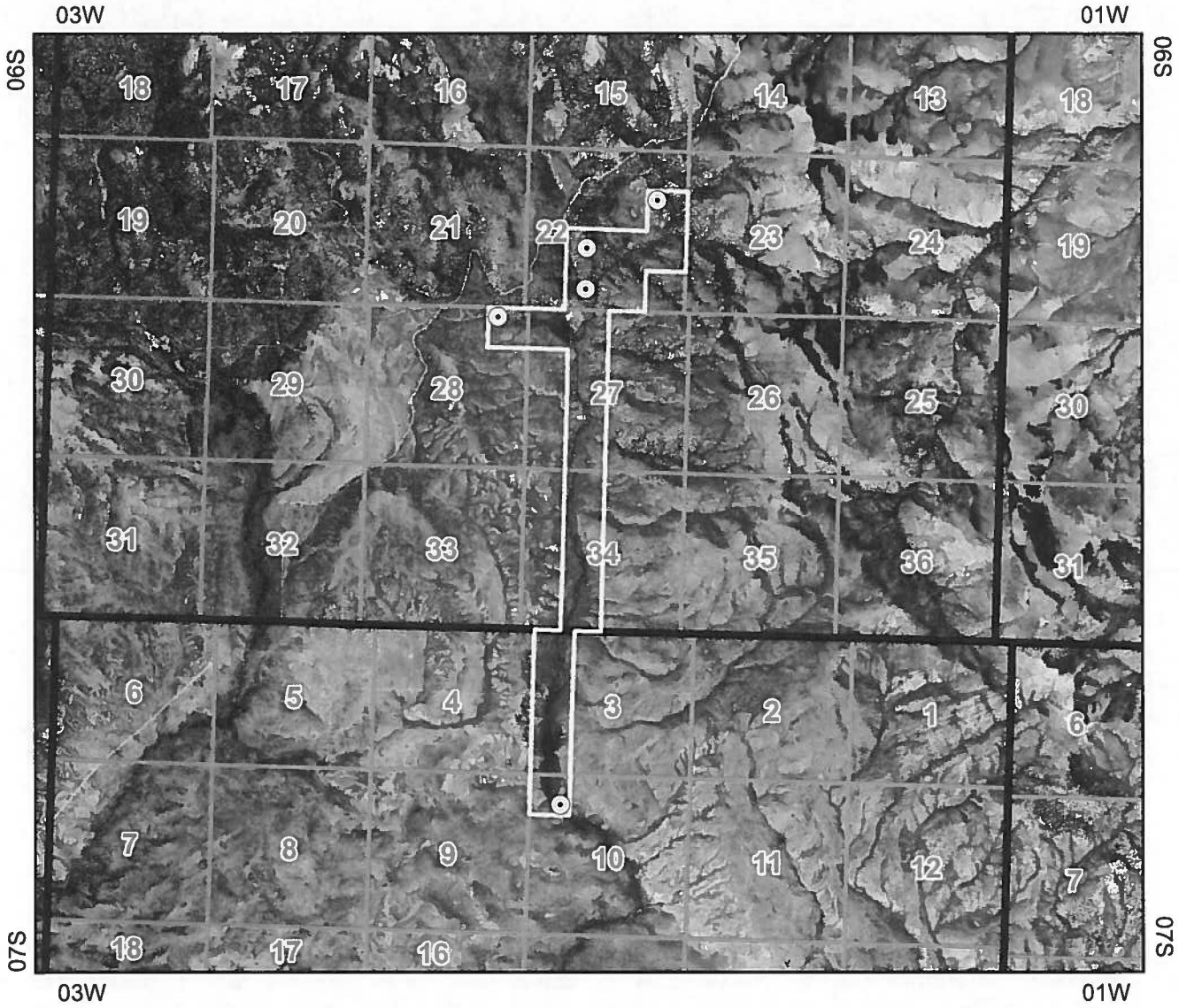
State of Idaho
Department of Water Resources

Water Right

57-10608

STOCKWATER

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.



Map produced on October 23, 2015

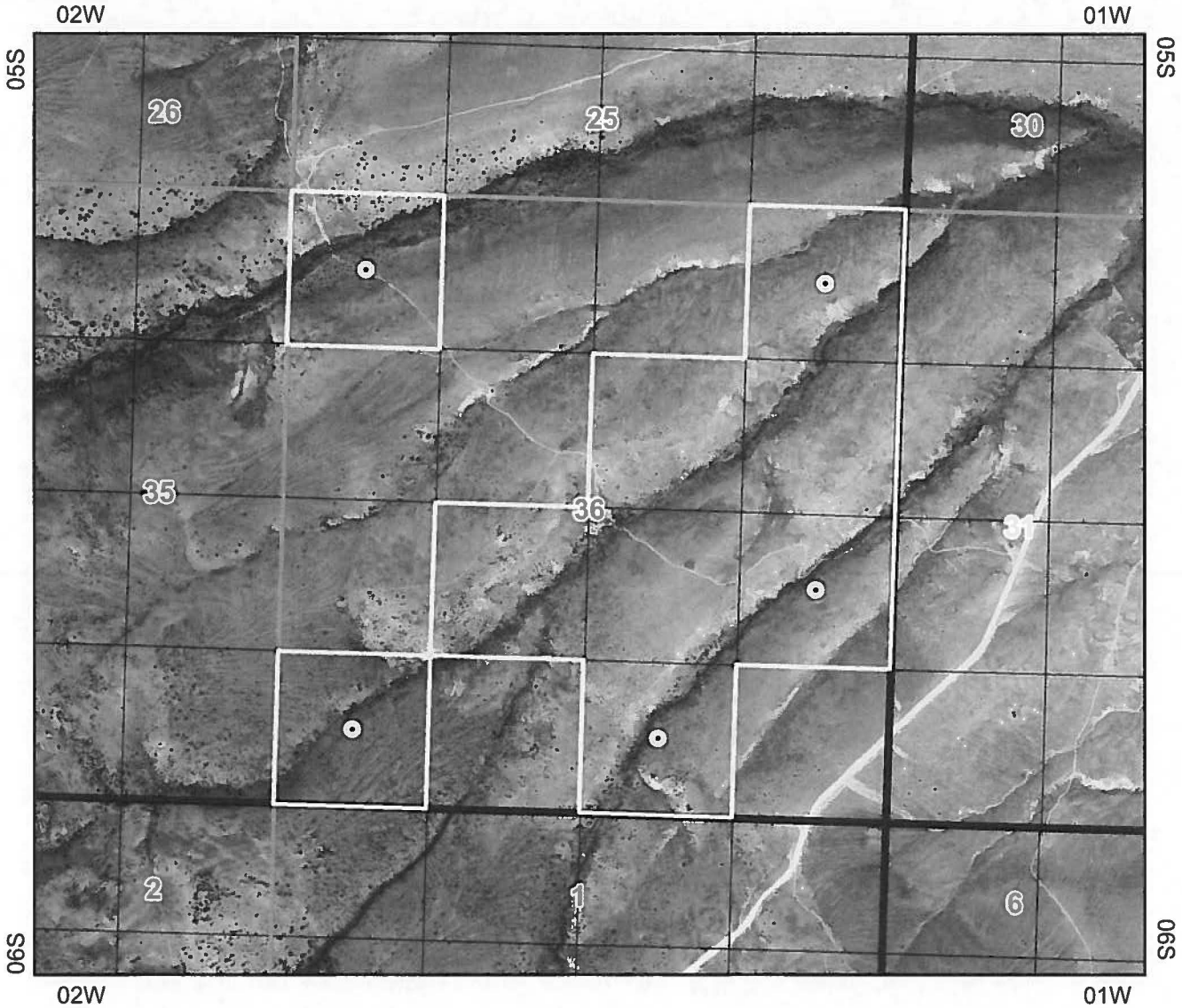
State of Idaho
Department of Water Resources

Water Right

57-10619

STOCKWATER

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 0.175 0.35 0.7 Miles

N

Map produced on October 23, 2015

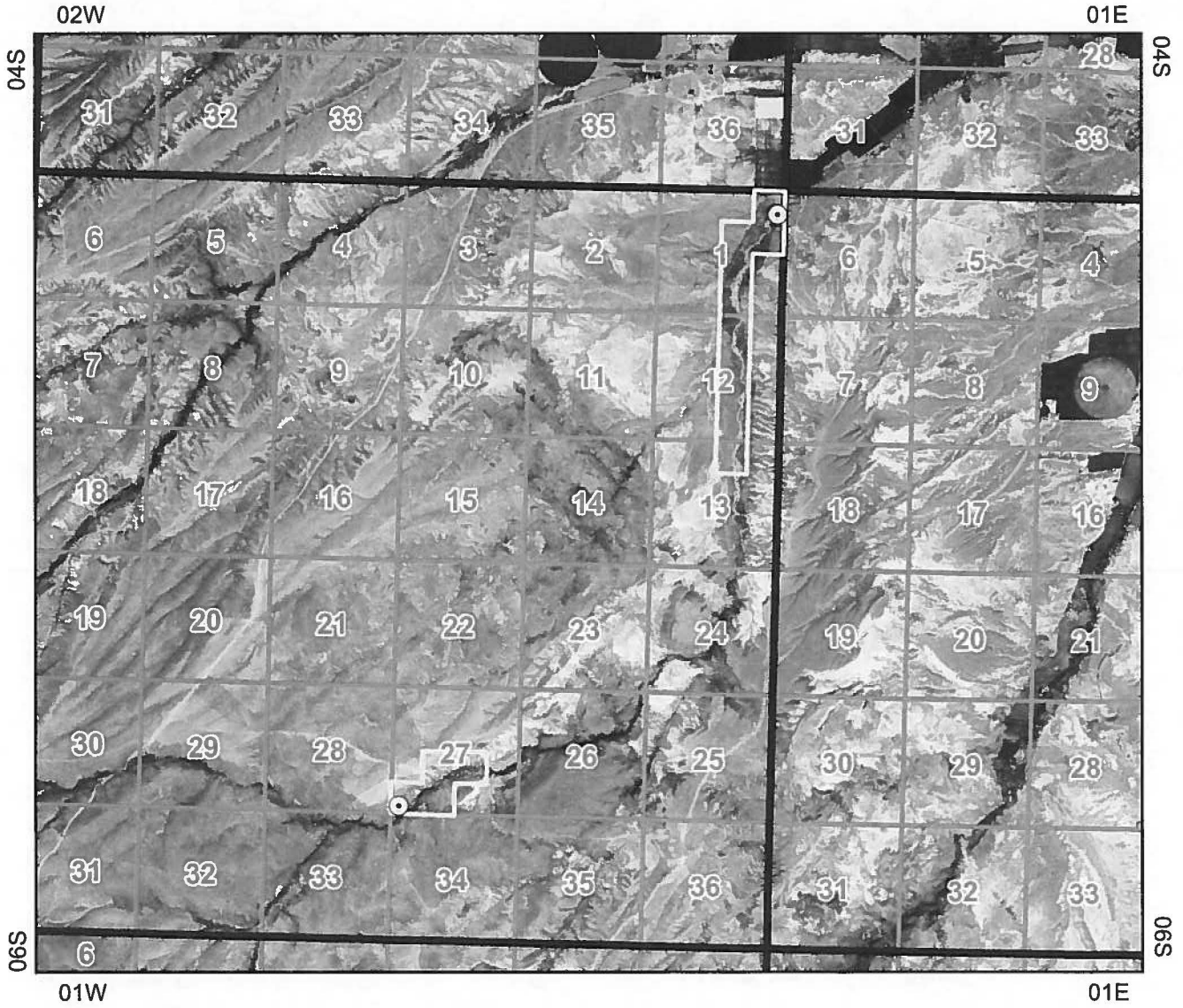
State of Idaho
Department of Water Resources

Water Right

57-10624

STOCKWATER

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.



Map produced on October 23, 2015

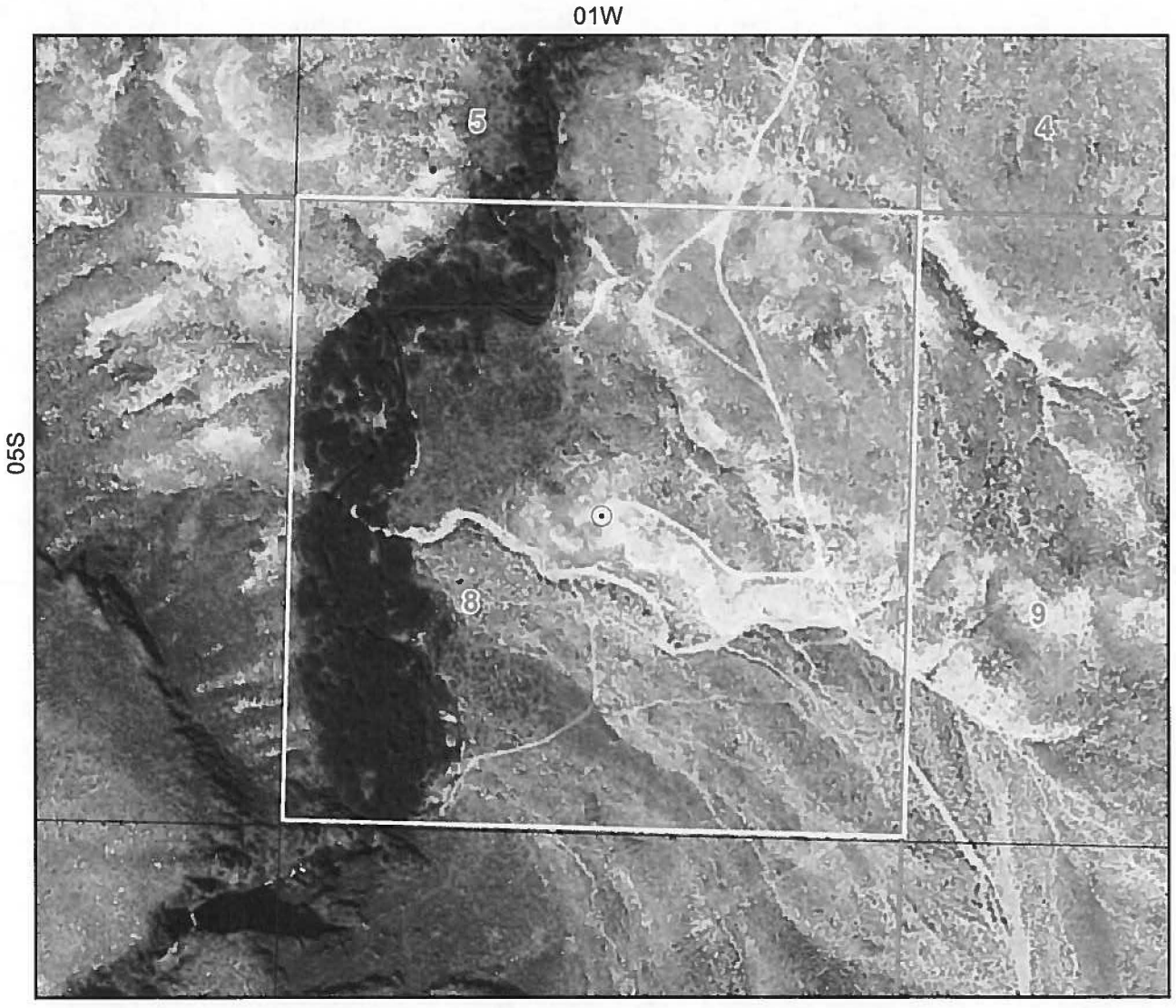
State of Idaho
Department of Water Resources

Water Right

57-10625

STOCKWATER

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 0.045 0.09 0.18 Miles

N

Map produced on October 23, 2015

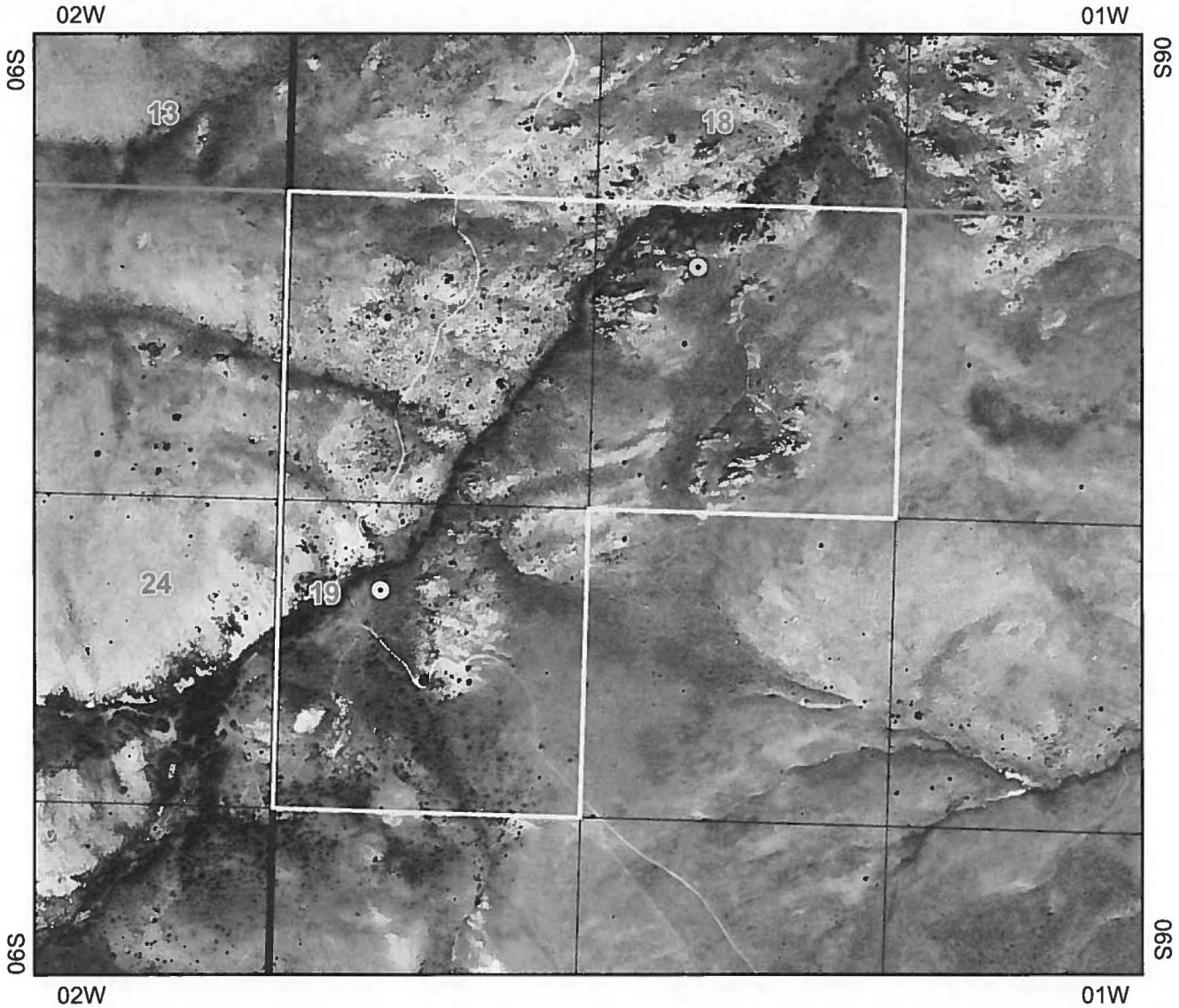
State of Idaho
Department of Water Resources

Water Right

57-10627A

STOCKWATER

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 0.075 0.15 0.3 Miles

N

Map produced on October 23, 2015

State of Idaho
Department of Water Resources

Water Right

57-10627B

STOCKWATER

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

N

Map produced on October 23, 2015

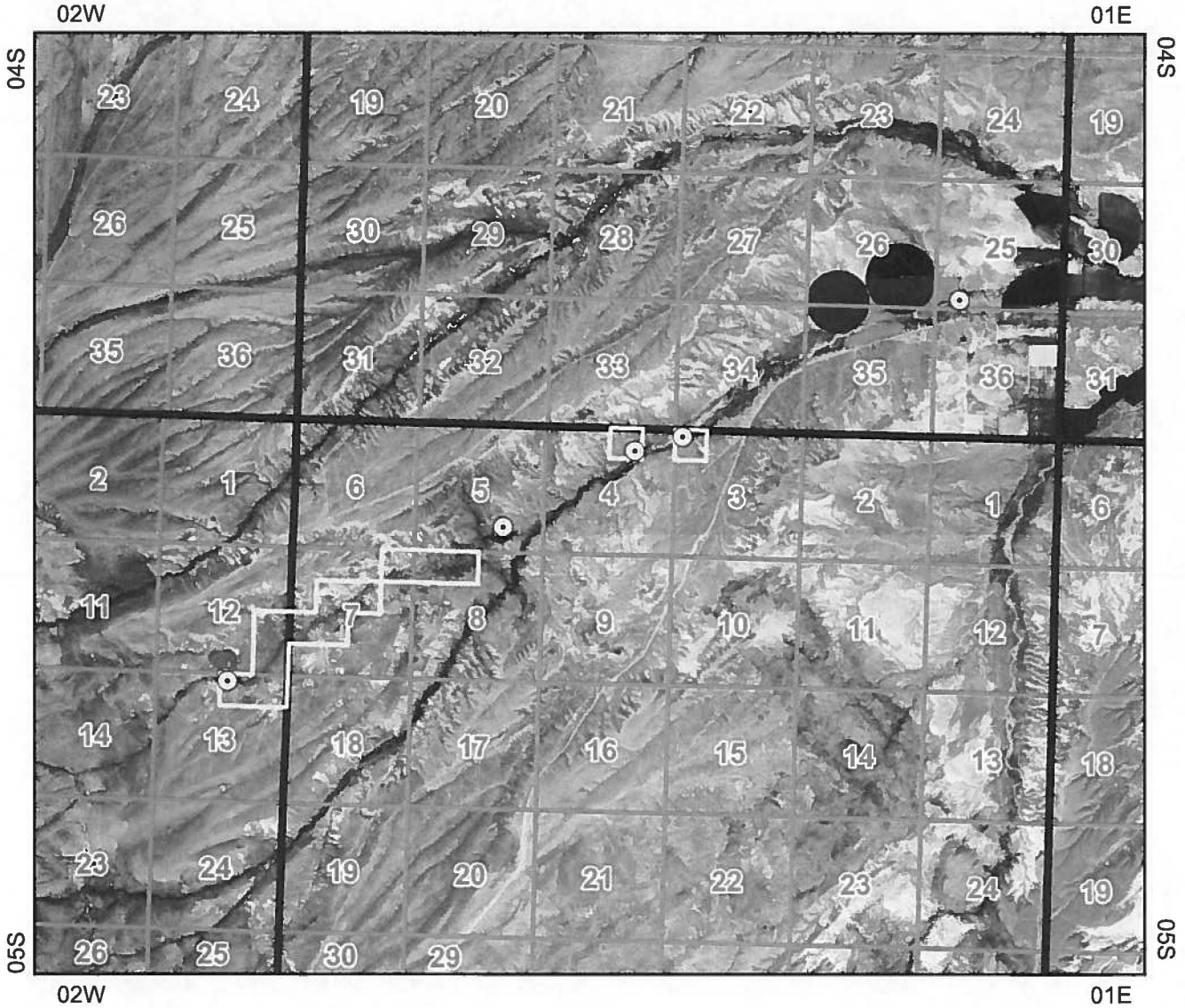
State of Idaho
Department of Water Resources

Water Right

57-10631

STOCKWATER

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.



Map produced on October 23, 2015

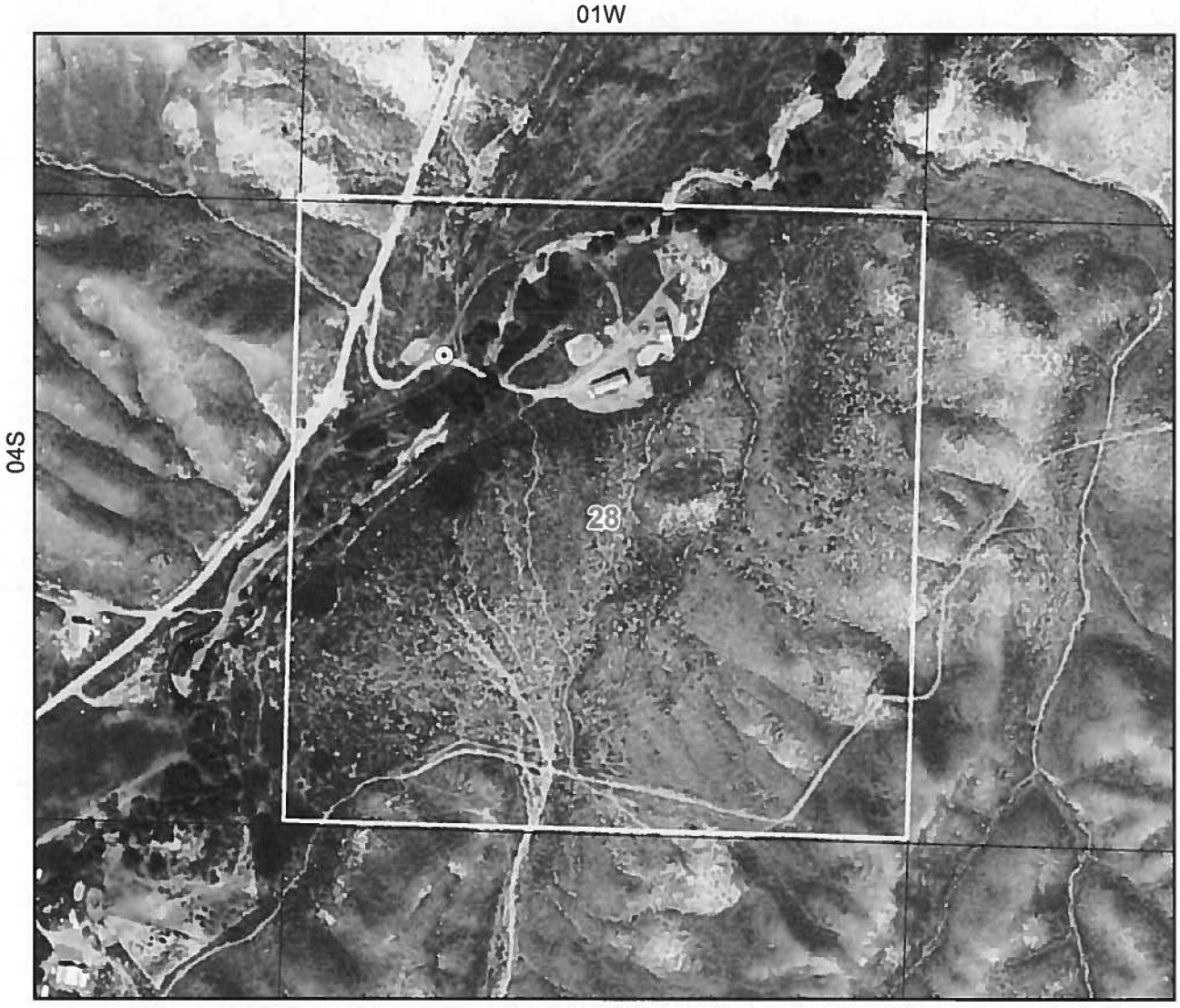
State of Idaho
Department of Water Resources

Water Right

57-10632

STOCKWATER

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 0.045 0.09 0.18 Miles

N

Map produced on October 23, 2015

State of Idaho
Department of Water Resources

Water Right

57-10641

DOMESTIC

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 0.045 0.09 0.18 Miles

N

Map produced on October 23, 2015

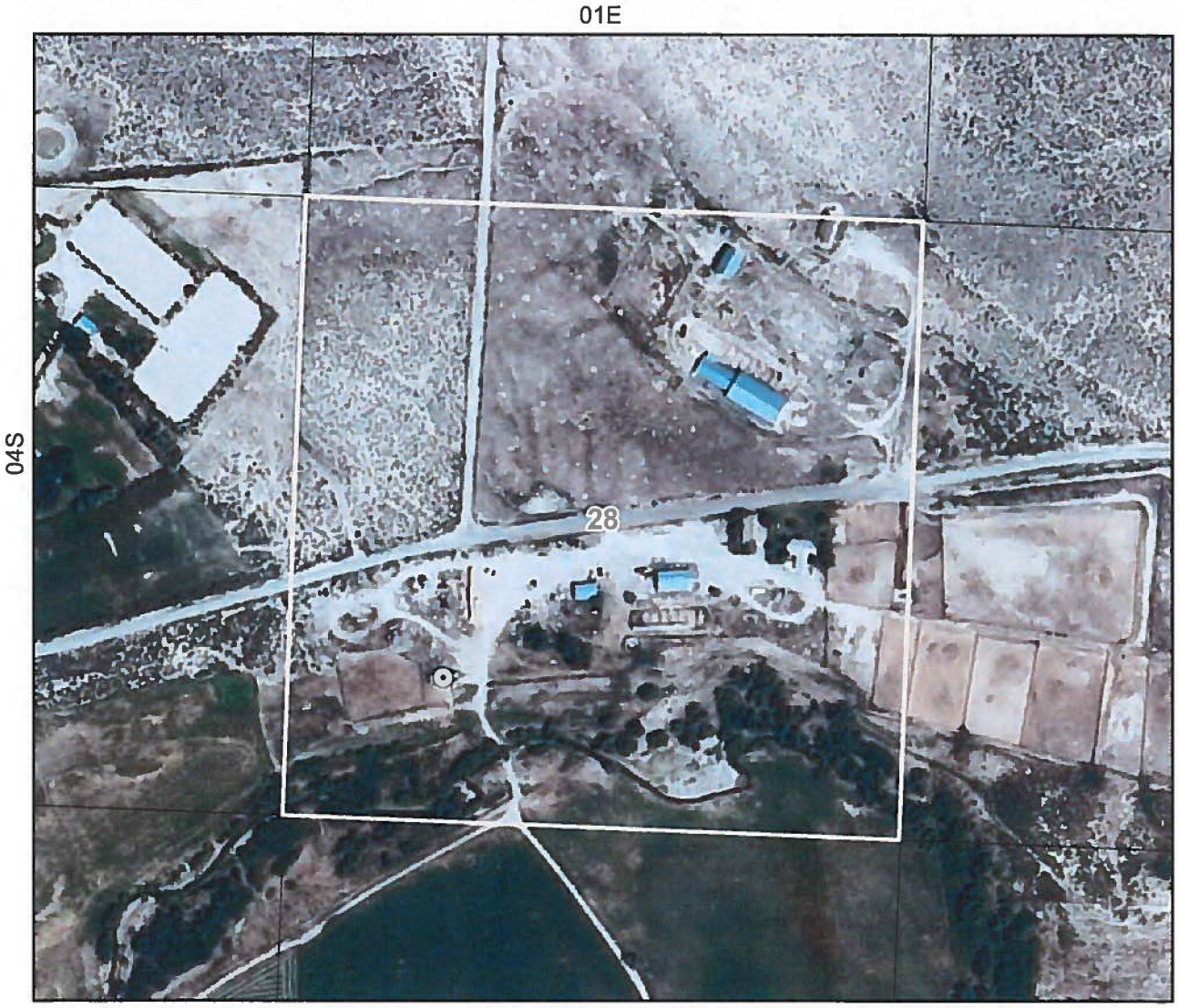
State of Idaho
Department of Water Resources

Water Right

57-10642

DOMESTIC

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 0.0475 0.095 0.19 Miles

N

Map produced on October 23, 2015

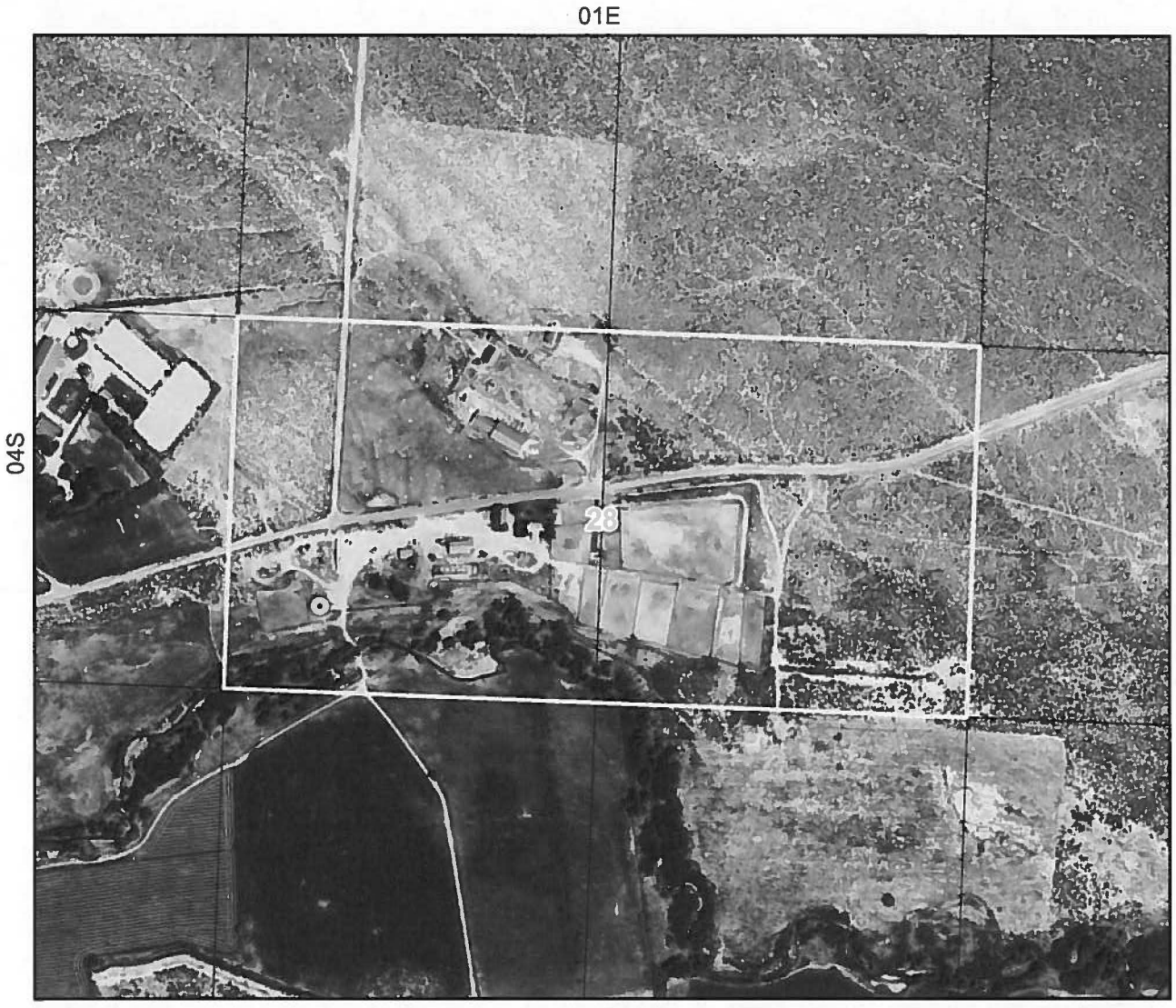
State of Idaho
Department of Water Resources

Water Right

57-10642

STOCKWATER

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 0.075 0.15 0.3 Miles

N

Map produced on October 23, 2015

State of Idaho
Department of Water Resources

Water Right

57-10643

DOMESTIC

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

04S



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

0 0.0475 0.095 0.19 Miles

N

Map produced on October 23, 2015

State of Idaho
Department of Water Resources

Water Right

57-10644

DOMESTIC

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 0.0475 0.095 0.19 Miles

N

Map produced on October 23, 2015

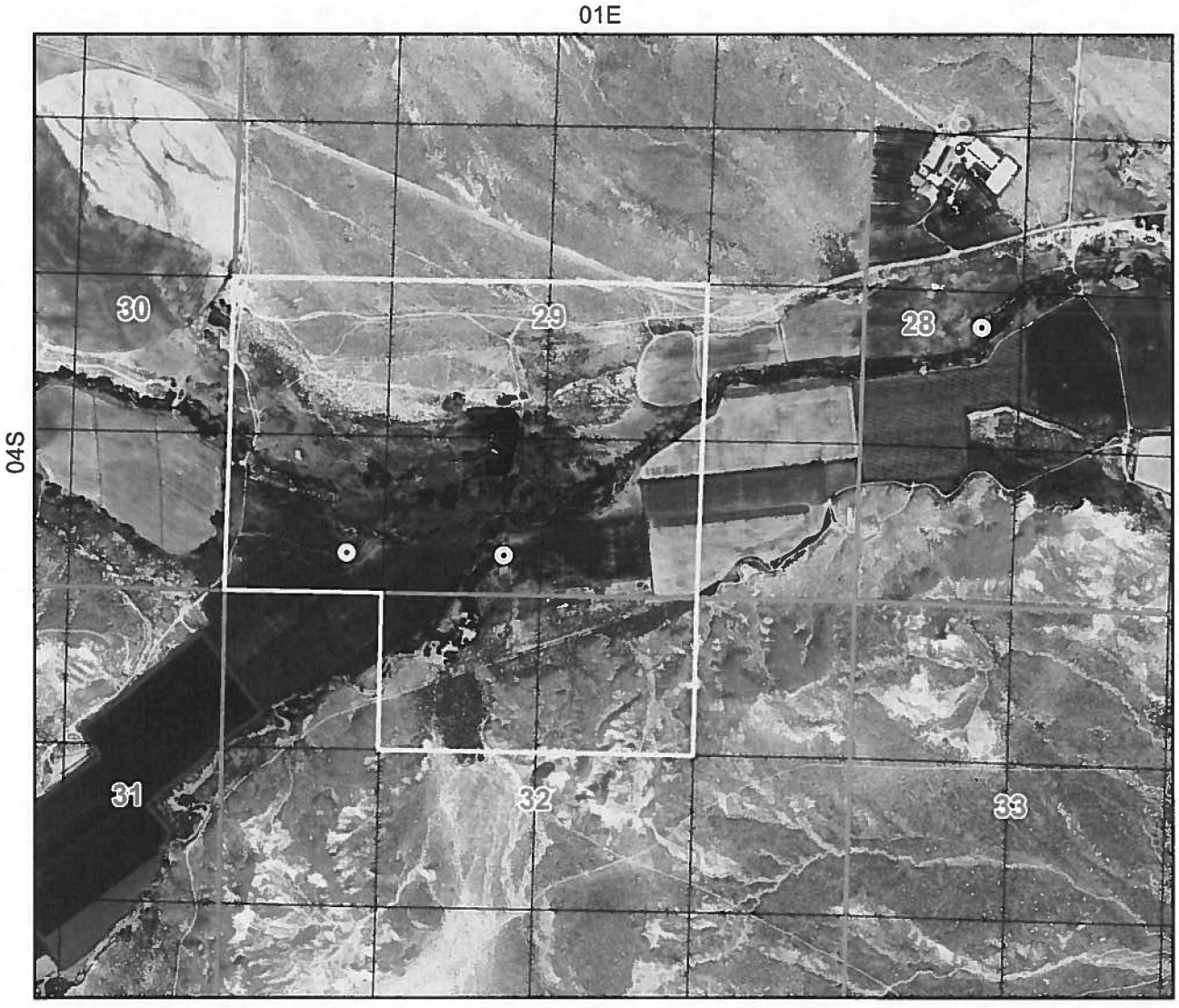
State of Idaho
Department of Water Resources

Application For Permit

57-7637

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 0.175 0.35 0.7 Miles

N

Map produced on October 23, 2015

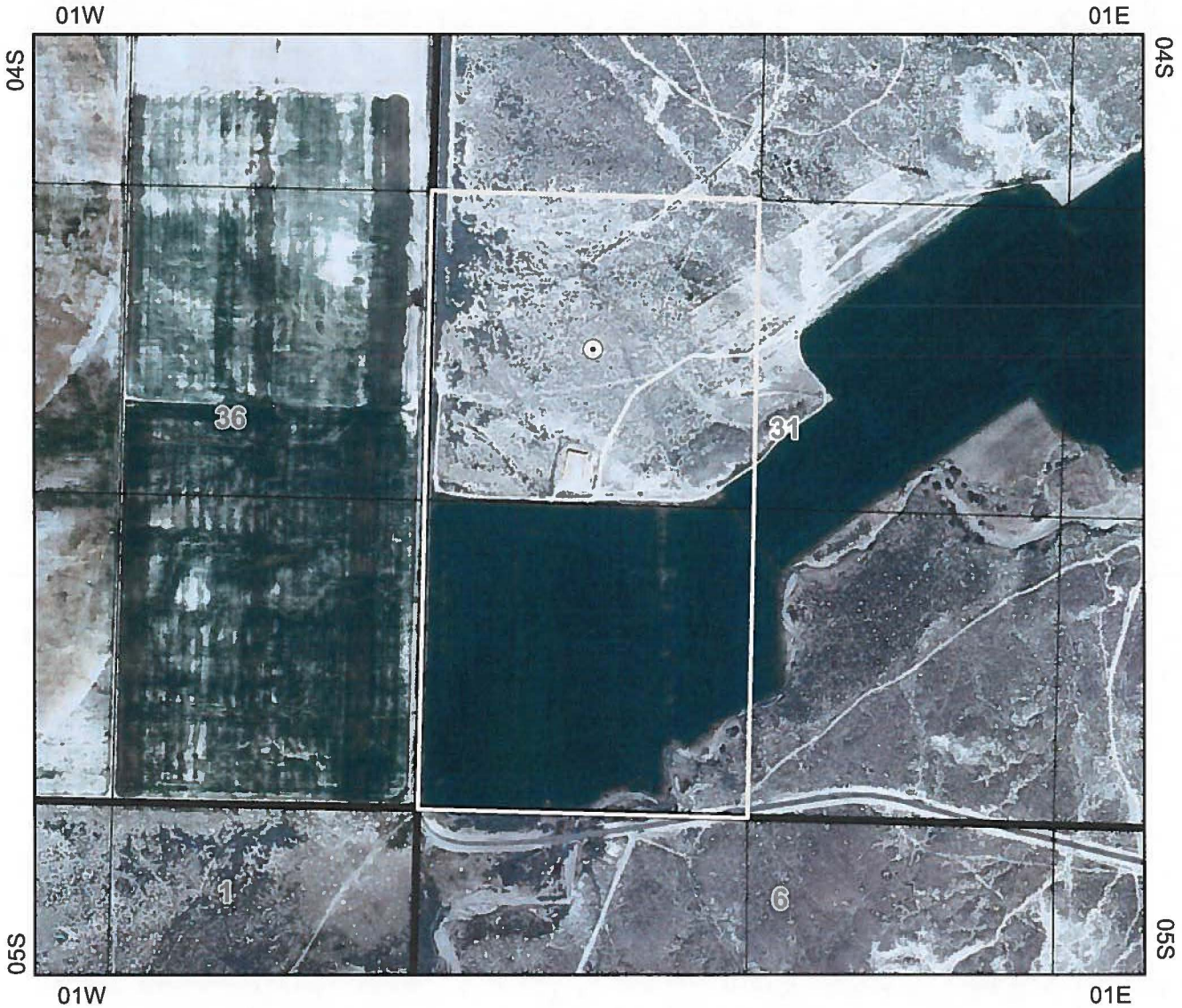
State of Idaho
Department of Water Resources

Application For Permit

57-7638

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 0.075 0.15 0.3 Miles

N

Map produced on October 23, 2015

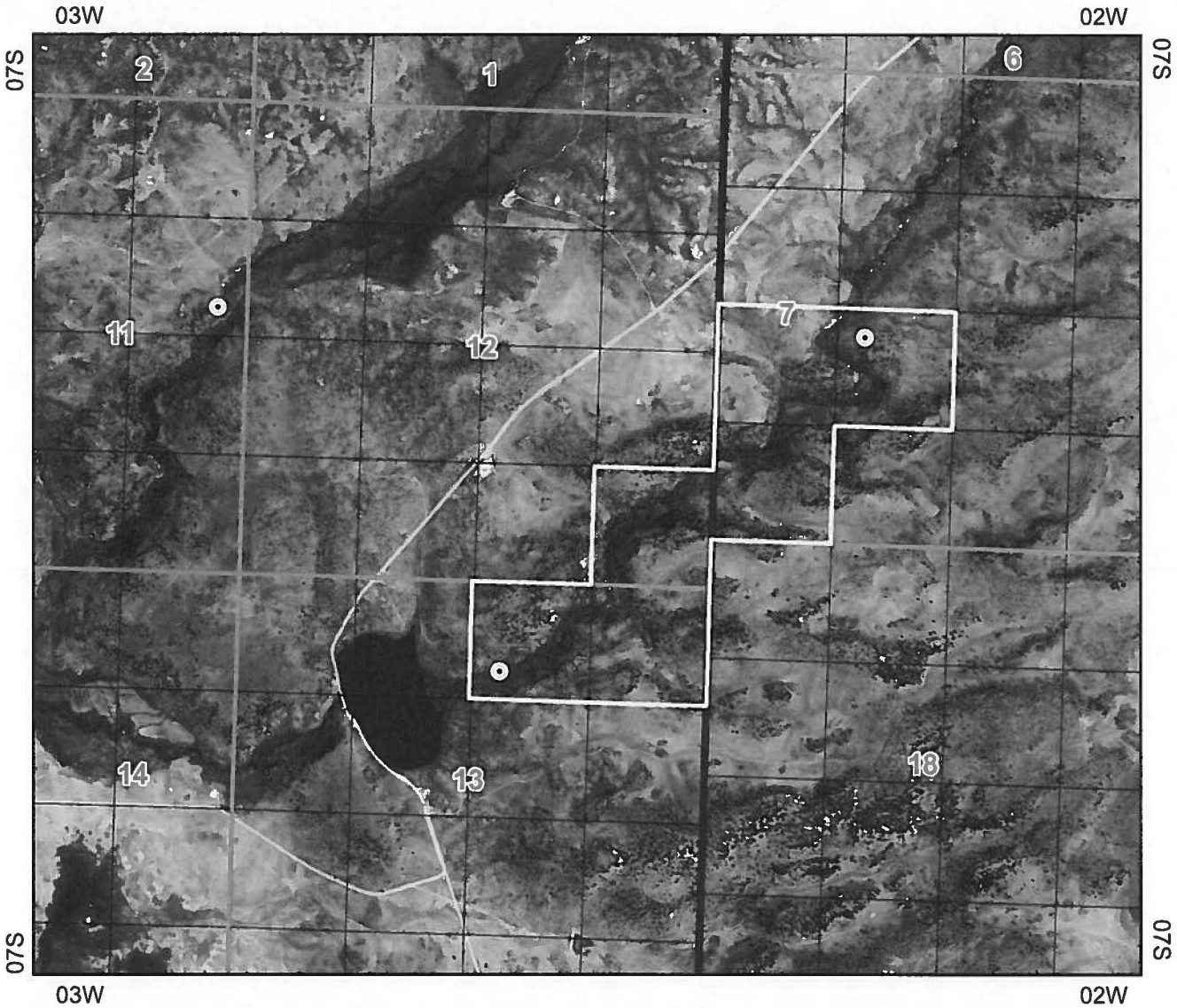
State of Idaho
Department of Water Resources

Adjudication Claim

55-10101

STOCKWATER

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

N

Map produced on October 23, 2015

State of Idaho
DEPARTMENT OF WATER RESOURCES
322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098
Phone: (208) 287-4800 • Fax: (208) 287-6700 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

October 20, 2015

ROBERT A THOMAS
KELLY A THOMAS
17947 SHORT CUT RD
OREANNA ID 83650-5089

Re: Change of Ownership for Water Right/Permit No(s): See Attached

Dear Water Right Holder(s):

The Department acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records to reflect this change in ownership and has enclosed a computer-generated report for your records.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been forfeited through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see § 42-222 and §42-223, Idaho.

Please note, the ownership of water right application for permit 57-7637 was not updated. To change the ownership of an application, you need to submit an Assignment of Application for Permit. I have enclosed the form for your benefit.

No Charge → Since 1997

The ownership of water right 57-7267 was not updated. This water right is currently in the name of Robert A Thomas so a change of ownership is not required for this water right. (Add Kelly)

Since the ownership of water right application 57-7637 and water right 57-7267 were not updated a refund of $50 has been requested and will be sent to Washington Trust Bank under separate cover from the State Controller's Office within 10 days.

Also note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right, to the Department. Notice of the change must be provided to the Department within 120 days of the change. Change reporting forms are available from any office of the Department, or at www.idwr.idaho.gov.

Thank you for your patience. If you have any questions concerning the enclosed information, please feel free to contact me at (208) 287-4942.

Sincerely,

Jean Hersley

Jean Hersley
Technical Records Specialist II

Enclosure(s)

C: Washington Trust Bank

ATTN. LISA

Electronically Recorded- DO NOT
Remove the County Stamped First
Page as it is now incorporated as
Part of the original Document.

RECORDATION REQUESTED BY:
WASHINGTON TRUST BANK
Nampa Financial Center
2200 North Cassia Street
Nampa, ID 83651

WHEN RECORDED MAIL TO:
WASHINGTON TRUST BANK
Loan Service Center
P.O. BOX 2127
SPOKANE, WA 99210-2127

Instrument # 286434
MURPHY, OWYHEE, IDAHO
2015-04-10 03:45:30 No. of Pages: 9
Recorded for: PIONEER TITLE CANYON - CALDWEI
ANGELA BARKELL Fee: $34.00
Ex-Officio Recorder Deputy: map
Index To: MORTGAGE
Electronically Recorded by Simplifile

5608613BA

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

0745

MORTGAGE

THIS MORTGAGE dated April 10, 2015, is made and executed between ROBERT A THOMAS and KELLY A THOMAS, whose address is 17947 SHORTCUT RD, OREANNA, ID 83650-5089 (referred to below as "Grantor") and WASHINGTON TRUST BANK, whose address is 2200 North Cassia Street, Nampa, ID 83651 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, grants, bargains, sells and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, **(the "Real Property") located in Owhyee County, State of Idaho:**

See Exhibit A, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 17947 SHORT CUT ROAD AND NNA, OREANA, ID 83650.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this

Electronically Recorded Do Not
Remove the County Stamped First
Page as it is now incorporated as
Part of the original Document.

RECORDATION REQUESTED BY:
WASHINGTON TRUST BANK
Nampa Financial Center
2200 North Cassia Street
Nampa, ID 83651

WHEN RECORDED MAIL TO:
WASHINGTON TRUST BANK
Loan Service Center
P.O. BOX 2127
SPOKANE, WA 99210-2127

5S68Ø13BA

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

0745

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Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

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Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real

adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Nonjudicial Sale. If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by non-judicial sale.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MAINTENANCE OF CASUALTY INSURANCE. If Grantor at any time fails to obtain or maintain any insurance as required under this Mortgage or any Related Documents, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

AFFIRMATIVE COVENANTS. If the Property is used for purposes other than Grantor's residence, Grantor covenants and warrants that as long as this Deed of Trust or any Related Documents remain in effect, Grantor will:

Notice of Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Grantor's or the Property's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings, or similar actions affecting Grantor or Property which could materially affect the financial condition of Grantor or the Property.

SURVIVAL OF REPRESENTATIONS AND WARRANTIES. Grantor understands and agrees that in extending Loan Advances, Lender is relying on all representations, warranties, and covenants made by Grantor in this Deed of Trust or in any certificate or other instrument delivered by Grantor to Lender under this Deed of Trust or any Related Documents. Grantor further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the extension of Loan Advances and delivery to Lender of any Related Documents, shall be continuing in nature, shall be deemed made and redated by Grantor at the time each Loan Advance is made, and shall remain in full force and effect until such time as Grantor's or Borrower's indebtedness shall be paid in full, or until this Deed of Trust or any Related Documents shall be terminated, whichever is the last to occur.

CROSS DEFAULT. Borrower's default on any loan or lease participated in by Agri-Access, or any subsidiary thereof, shall constitute a default on this Loan and Note.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection

shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Idaho as to all Indebtedness secured by this Mortgage.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means ROBERT A THOMAS and KELLY A THOMAS and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means ROBERT A THOMAS and KELLY A THOMAS.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means WASHINGTON TRUST BANK, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated April 10, 2015, **in the original principal amount of $1,500,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

x Robert A. Thomas
ROBERT A THOMAS

x Kelly A. Thomas
KELLY A THOMAS

INDIVIDUAL ACKNOWLEDGMENT

LISA WICKERSHAM-HOLLOWAY

INDIVIDUAL ACKNOWLEDGMENT

LISA WICKERSHAM-HOLLOWAY
NOTARY PUBLIC
STATE OF IDAHO

STATE OF Idaho)
) SS
COUNTY OF Canyon)

On this 15th day of April, in the year 20 15, before me Lisa Wickersham-Holloway, a notary public in and for the State of Idaho, personally appeared **KELLY A THOMAS**, known or identified to me (or proved to me on the oath of), to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same.

Notary Public for Idaho **Residing at** Canyon

My commission expires 8/3/18

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PR-50

EXHIBIT A

TRACT I:

IN TOWNSHIP 4 SOUTH, RANGE 1 EAST, BOISE MERIDIAN, OWYHEE COUNTY, IDAHO.

Section 27: SW1/4, W1/2 SE1/4, NE1/4 SE1/4

Section 28: S1/2, SE1/4 NW1/4

LESS a tract of land in Southeast Quarter of the Northwest Quarter, Section 28, Township 4 South, Range 1 East, Boise Meridian, Owyhee County, Idaho, more particularly described as follows:

BEGINNING at the Northeast corner of the said Southeast Quarter of the Northwest Quarter of Section 28, Township 4 South, Range 1 East, Boise Meridian, Owyhee County, Idaho, a brass cap properly marked and set by the Bureau of Land Management in 1976; thence
South 0° 38' West a distance of 540.7 feet to an iron pin on the North right of way of the County Road; thence
South 80° 42'44" West a distance of 1348.24 feet along the North right of way of the County Road to the West boundary of said Southeast Quarter of the Northwest Quarter of Section 28; thence
North 0° 27' East along West boundary of said Southeast Quarter of the Northwest Quarter of Section 28, a distance of 773.8 feet to an iron pin on the Northwest corner of said Southeast Quarter of the Northwest Quarter; thence
South 89° 20' East a distance of 1330.56 feet to the POINT OF BEGINNING.

Section 29: South 1/2

Section 31: Lot 1 (NW1/4 NW1/4), Lot 2 (SW1/4 NW1/4), Lot 3 (NW1/4 SW1/4), Lot 4 (SW1/4 SW1/4), NE1/4, E1/2 W1/2, N1/2 SE1/4

LESS the following description:

A part of Lot 1 (NW1/4 NW1/4) Section 31, Township 4 South, Range 1 East, Boise Meridian, Owyhee County, Idaho, more particularly described to-wit:

COMMENCING at the Northwest corner of the Northwest Quarter of the Northwest Quarter, Section 31, Township 4 South, Range 1 East, Boise Meridian, Owyhee County, Idaho; thence
South 0° 00' West 704 feet along the West line of said Northwest Quarter of the Northwest Quarter to the INITIAL POINT of this description; thence
North 90° East 267 feet; thence
South 0° 00' West 256 feet parallel to the said West line; thence
South 90° West 267 feet to a point on the West line; thence
North 0° 00' East 256 feet along the West line to the INITIAL POINT of this description.

ALSO LESS the following description:

A parcel of land located in the Northwest ¼ of the Northwest ¼ of Section 31, Township 4 South, Range 1 East of the Boise Meridian, Owyhee County, Idaho, more particularly described as follows:

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Commencing at the Northwest corner of said Section 31, which is marked by an aluminum cap; thence
South 00°01'51" West 591.30 feet along the West boundary of said Section 31 to a point; thence
North 77°43'06" East 27.89 feet to a point on the East right-of-way of the Oreana Loop Road marked by a 5/8 inch iron pin with a yellow plastic cap which is the REAL POINT OF BEGINNING of this description; thence continuing
North 77°43'06" East 148.44 feet to a point marked with 5/8 inch iron pin with a yellow plastic cap; thence
South 80°33'19" East 153.49 feet to a point marked with 5/8 inch iron pin with a yellow plastic cap; thence
South 00°50'10" West 580.61 feet to a point marked with 5/8 inch iron pin with a yellow plastic cap; thence
North 89°51'24" West 288.40 feet to a point on a fence line marked with a 5/8 inch iron pin with a yellow plastic cap, said fence being the East right-of-way line of the Oreana Loop Road; thence
North 00°02'29" East 200.00 feet along said right-of-way fence to a fence post marking the Southwest corner of the existing Oreana Cemetery; thence
South 89°51'24" East 238.40 feet along a fence line shown of record to be North 90° East 231 feet to a fence post marking the Southeast corner of the existing Oreana Cemetery; thence
North 00°50'10" East 255.53 feet along a fence line shown of record to be North 1°30' West 256 feet to a fence post marking the Northeast corner of the existing Oreana Cemetery; thence
North 89°55'41" West 241.95 feet, along a fence line, shown of record to be North 91° East 232 feet to a fence post marking the Northwest corner of the existing Oreana Cemetery and the East right-of-way line of the Oreana Loop Road; thence
North 00°02'29" East 118.32 feet along said right-of-way to the REAL POINT OF BEGINNING of this description.

Section 32: NW1/4 NE1/4, N1/2 NW1/4

IN TOWNSHIP 5 SOUTH, RANGE 1 WEST, BOISE MERIDIAN, OWYHEE COUNTY, IDAHO.

Section 1: Lot 1, S1/2 NE1/4, N1/2 SE1/4, SW1/4 SE1/4
Section 4: W1/2 SW1/4
Section 5: SE1/4 SE1/4
Section 8: NE1/4 NE1/4
Section 12: W1/2 E1/2, NE1/4 NW1/4
Section 13: NW1/4 NE1/4
Section 27: S1/2 SW1/4, NE1/4 SW1/4, NW1/4 SE1/4

IN TOWNSHIP 5 SOUTH, RANGE 2 WEST, BOISE MERIDIAN, OWYHEE COUNTY, IDAHO.

Section 24: Lot 2 (SE1/4 NE1/4), Lot 3 (NE1/4 SE1/4), NE1/4 SW1/4, NW1/4 SE1/4

IN TOWNSHIP 6 SOUTH, RANGE 1 WEST, BOISE MERIDIAN, OWYHEE COUNTY, IDAHO.

Section 17: NW1/4, NW1/4 SW1/4
Section 18: N1/2, NE1/4 SE1/4
Section 19: NW1/4

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IN TOWNSHIP 6 SOUTH, RANGE 2 WEST, BOISE MERIDIAN, OWYHEE COUNTY, IDAHO.

Section 13: N1/2, SW1/4, W1/2 SE1/4
Section 21: Lot 2 (SW1/4 SE1/4)
Section 22: Lot 1 (SE1/4 SE1/4), Lot 2 (SW1/4 SE1/4), Lot 3 (SE1/4 SW1/4), S1/2 NE1/4, NE1/4 SW1/4, N1/2 SE1/4
Section 27: ALL
Section 28: NE1/4, W1/2 SW1/4, SE1/4 SW1/4, SE1/4
Section 29: S1/2
Section 32: N1/2, SE1/4
Section 33: N1/2 NE1/4, N1/2 NW1/4, SW1/4 NW1/4, W1/2 SW1/4
Section 34: N1/2, SW1/4

IN TOWNSHIP 7 SOUTH, RANGE 2 WEST, BOISE MERIDIAN, OWYHEE COUNTY, IDAHO.

Section 3: Lot 4, SW1/4 NW1/4, W1/2 SW1/4
Section 4: Lots 1, 2, 3, 4, S1/2 N1/2
Section 5: Lots 1, 2, 3, 4, S1/2 N1/2, SW1/4, W1/2 SE1/4
Section 6: S1/2 SE1/4, NE1/4 SE1/4
Section 7: NE1/4, E1/2 NW1/4
Section 8: NW1/4 NE1/4, N1/2 NW1/4
Section 10: NW1/4 NW1/4

TRACT 2:

IN TOWNSHIP 4 SOUTH, RANGE 1 EAST, BOISE MERIDIAN, OWYHEE COUNTY, IDAHO.

Section 28: That part of the SW1/4 NW1/4 lying south of the County road now constructed.

R.A.T.

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