

Ross Ferris
208-960-4199

RECEIVED

OCT 04 2016

DEPT OF WATER RESOURCES
SOUTHERN REGION

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?
34-2374A OK	Yes ☐	Yes ☐	34-181 OK	Yes ☐	Yes ☐
34-10737 OK	Yes ☐	Yes ☐	34-20C OK	Yes ☐	Yes ☐
34-2394 OK	Yes ☐	Yes ☐	34-10742 OK	Yes ☐	Yes ☐
34-10740 OK	Yes ☐	Yes ☐	34-10744 OK	Yes ☒	Yes ☒ 34-10744
34-688A OK	Yes ☐	Yes ☐	34-2421A OK	Yes ☐	Yes ☐

* more Water Right Nos. on Exhibit "A" attached

2. Previous Owner's Name: Wight Enterprises LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Wight Farm, LLC c/o Gold Crest Farm Trust
New owner(s) as listed on the conveyance document
- Name connector ☐ and ☐ or ☐ and/or
- 1250 NE Loop 410, Ste. 300 San Antonio TX 78209
Mailing address City State ZIP
210-829-5512 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: _____
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.
- ☐ 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. Wight Farm, LLC

SUPPORT DATA

IN FILE # 34-20C

8. Signature: By: Tommy Funk President 9/16/2016
Signature of new owner/claimant Title, if applicable Date
Signature: _____ Title, if applicable Date

For IDWR Office Use Only:

Received by DM Date 10-4-2016 Receipt No. 8035744 Receipt Amt. \$625-
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 JB Processed by JB Date 11/27/2017

EXHIBIT "A"

34-10736 OK

34-689A OK

34-2442 OK

34-2421 OK

34-14473 OK

34-14474 OK

34-14475 OK

34-14476 OK

34-14477 OK

34-14478 OK

34-14479 OK

34-14480 OK

34-14481 OK

34-14482 OK

34-14472 OK

21-10736 OK

ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT.

Recording Requested by and
After Recording Return to:

Kimberly D. Maloney
Givens Pursley LLP
601 W. Bannock Street
P.O. Box 2720
Boise, ID 83701

Instrument # 252358

CHALLIS, CUSTER, IDAHO

09-16-2016 04:00:51

No. of Pages: 15

Recorded for: TITLEONE - BURLEY

Lura H. Baker Fee: \$52.00

Ex-Officio Recorder Deputy: rr

162 74219-LC-2

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, WIGHT ENTERPRISES LLC, an Idaho limited liability company ("Grantor"), does hereby grant, bargain, sell and convey unto WIGHT FARM LLC, a Delaware limited liability company, dba Wight Farm of Idaho LLC, whose current mailing address is 1250 NE Loop 410, Suite 300, San Antonio, Texas 78209 ("Grantee"), the following described real property, located in Custer County, Idaho, to wit (the "Premises"):

See Exhibit A attached hereto and incorporated herein by this reference.

TOGETHER WITH all water and water rights and other entitlements to water appurtenant to or beneficially used upon the Premises including, but not limited to, those described on Exhibit B whether or not appurtenant to the Premises so that Grantor retains no portions of any such water rights (except any expressly retained by Grantor as provided in Exhibit B), and all others represented by any decree, license, permit, claim, permit application or storage entitlement, and all other ditch and canal company, water association, irrigation district, or other water delivery entity shares and entitlements to receive water from any such company, association, district or other entity, and all ditch rights, easements, and rights of way associated with any irrigation or other water well, pump, delivery ditch, canal, lateral, pipeline, or facilities used to divert, convey or deliver any water, water rights, or entitlements appurtenant to or beneficially used upon the Premises, and all minerals and mineral rights appurtenant thereto, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof and all estate, right, title and interest in and to the Premises, as well in law as in equity.

TO HAVE AND TO HOLD the Premises with its appurtenances unto Grantee, its successors and assigns, forever, and subject to the matters set forth on Exhibit C to this Warranty Deed attached hereto and incorporated herein (the "Permitted Exceptions"). Grantor does hereby covenant to and with Grantee, and its successors and assigns forever, that Grantor is owner in fee simple of the Premises; that Grantor has a good right to convey the fee simple; that the Premises is free from any and all liens, claims, encumbrances or other defects of title except the Permitted Exceptions; that Grantor shall and will warrant and defend the quiet and peaceful possession of said Premises by Grantee, and its successors and assigns forever, against all other

Recording Requested by and
After Recording Return to:

Kimberly D. Maloney
Givens Pursley LLP
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P.O. Box 2720
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See Exhibit A attached hereto and incorporated herein by this reference.

TOGETHER WITH all water and water rights and other entitlements to water appurtenant to or beneficially used upon the Premises including, but not limited to, those described on Exhibit B whether or not appurtenant to the Premises so that Grantor retains no portions of any such water rights (except any expressly retained by Grantor as provided in Exhibit B), and all others represented by any decree, license, permit, claim, permit application or storage entitlement, and all other ditch and canal company, water association, irrigation district, or other water delivery entity shares and entitlements to receive water from any such company, association, district or other entity, and all ditch rights, easements, and rights of way associated with any irrigation or other water well, pump, delivery ditch, canal, lateral, pipeline, or facilities used to divert, convey or deliver any water, water rights, or entitlements appurtenant to or beneficially used upon the Premises, and all minerals and mineral rights appurtenant thereto, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof and all estate, right, title and interest in and to the Premises, as well in law as in equity.

TO HAVE AND TO HOLD the Premises with its appurtenances unto Grantee, its successors and assigns, forever, and subject to the matters set forth on Exhibit C to this Warranty Deed attached hereto and incorporated herein (the "Permitted Exceptions"). Grantor does hereby covenant to and with Grantee, and its successors and assigns forever, that Grantor is owner in fee simple of the Premises; that Grantor has a good right to convey the fee simple; that the Premises is free from any and all liens, claims, encumbrances or other defects of title except the Permitted Exceptions; that Grantor shall and will warrant and defend the quiet and peaceful possession of said Premises by Grantee, and its successors and assigns forever, against all other

claims whatsoever except as excluded or excepted herein and that Grantor and its successors and assigns will, on demand of the Grantee or its successors or assigns, execute any instrument necessary for the further assurance of the title to the Premises that may be reasonably required.

DATED effective as of the 14 day of September, 2016.

WIGHT ENTERPRISES LLC,
an Idaho limited liability company

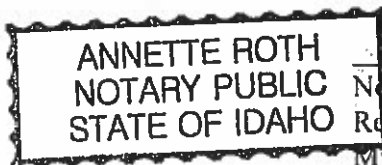
By:

Gary Wight
Gary Wight, Manager

STATE OF IDAHO)
 Custer : ss.
County of ~~Bonneville~~)

On this 15 day of September, 2016, before me, a Notary Public in and for said state, personally appeared Gary Wight, a manager of WIGHT ENTERPRISES LLC, an Idaho limited liability company, and the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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



Annette Roth
Notary Public for Idaho

Residing at: Rupert, Id

My commission expires: 8-4-2017

Exhibit A to Warranty Deed

Legal Description of the Premises

Custer County:

Tract 1

That portion of the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 2, Township 6 North, Range 25 East, Boise Meridian, lying West and South of Pass Creek in Custer County, State of Idaho

ALSO THE West Half of the Northwest Quarter of Section 11, Township 6 North, Range 25 East, Boise Meridian, Custer County, Idaho

EXCEPTING THEREFROM Township 6 North, Range 25 East, Boise Meridian, Custer County, Idaho, Section 11:

A portion of the Southwest Quarter Northwest Quarter, more particularly described as follows:

Commencing at the Southwest corner of the said Southwest Quarter Northwest Quarter; thence South 88°54'04" East a distance of 119.76 feet to the real point of beginning; thence South 88°54'04" East a distance of 1240.24 feet to a point; thence North 0°08'30" West a distance of 266 feet to a point; thence North 88°54'04" West a distance of 1008.54 feet to a point; thence South 0°53'30" East a distance of 136 feet to a point; thence South 84°48'30" West a distance of 87.10 feet to a point; thence South 50°50'50" West a distance of 184.30 feet, to the true point of beginning

FURTHER EXCEPTING THEREFROM

Part of the Southeast Quarter Northeast Quarter of Section 10 and Part of the Southwest Quarter Northwest Quarter of Section 11 in Township 6 North, Range 25 East of the Boise Meridian, Custer County, State of Idaho.

Beginning at the East Quarter Corner of Section 10 in Township 6 North, Range 25 East, Boise Meridian said corner marked by a 5/8" rebar with a 2" aluminum cap on top which shall be the Point of Beginning;

THENCE South 89 degrees 42 minutes 20 seconds West along the South line of the Northeast Quarter of Section 10 for a distance of 356.77 feet;

THENCE North 00 degrees 24 minutes 37 seconds West for a distance of 39.22 feet to a 1/2" rebar;

THENCE North 00 degrees 24 minutes 37 seconds West for a distance of 403.23 feet to a 1/2" rebar;

THENCE along a non-tangent curve to the left for a distance of 371.71 feet to a 1/2" rebar, said curve having a radius of 1100.80 feet, a delta angle of 19 degrees 20 minutes 49 seconds, and a long chord bearing of South 60 degrees 33 minutes 48 seconds East for a distance of 369.94 feet;

THENCE South 89 degrees 51 minutes 28 seconds East for a distance of 35.90 feet to the East line of Section 10;

THENCE South 89 degrees 51 minutes 28 seconds East for a distance of 203.63 feet to a 1/2" rebar;

THENCE North 75 degrees 33 minutes 43 seconds East for a distance of 143.46 feet to a 1/2" rebar;

THENCE South 01 degrees 07 minutes 41 seconds East (South 0°53'30" East, Rec.) for a distance of 136.00 feet to a 1/2" rebar;

THENCE South 84 degrees 46 minutes 04 seconds West (South 84°48'30" West, Rec.) for a distance of 87.10 feet to a 1/2" rebar;

THENCE South 42 degrees 17 minutes 09 seconds West (South 50°50'50" West, Rec.) for a distance of 203.45 feet (183.30', Rec.) to a 1/2" rebar on the South line of the Northwest

Quarter of Section 11;

THENCE North 89 degrees 47 minutes 01 seconds West along said line for a distance of 119.76 feet to the Point Of Beginning.

ALSO EXCEPTING THEREFROM any of the above described property lying within the boundaries of Butte County, Idaho.

Tract 2

Township 6 North, Range 25 East Boise Meridian, Custer County, Idaho

Section 12: The West Half of the Northwest Quarter

EXCEPTING THEREFROM

A parcel of land situated in the Southwest Quarter of the Northwest Quarter, Section 12, Township 6 North, Range 25 East, Boise Meridian, Custer County, State of Idaho, more particularly described as follows:

Beginning at a point that is North 0.05 feet and East 5.56 feet from the Southwest corner of the Southwest Quarter of the Northwest Quarter, Section 12, Township 6 North, Range 25 East, Boise Meridian, said point lies on the South line of the Southwest Quarter of the

Northwest Quarter, Section 12; thence North 01°35'02" West 414.92 feet along a fence to a point; thence North 89°26'52" East 420.0 feet to a point; thence South 01°35'02" East

414.92 feet to a point lying on the South Line of the Southwest Quarter of the Northwest Quarter, Section 12; thence South 89°26'52" West 420.0 feet along said line to the Point of Beginning

ALSO EXCEPTING THEREFROM any of the above described property lying within the boundaries of Butte County, Idaho.

FURTHER EXCEPTING THEREFROM

Part of the Southwest Quarter Northwest Quarter of Section 12 in Township 6 North, Range 25 East of the Boise Meridian, Custer County, State of Idaho.

Beginning at the West Quarter Corner of Section 12 in Township 6 North, Range 25 East, Boise Meridian said corner marked by a 5/8" rebar with a 2" aluminum cap on top which shall be the Point of Beginning;

THENCE North 00 degrees 05 minutes 52 seconds East along the West line of Section 12 for a distance of 228.34 feet;

THENCE North 89 degrees 28 minutes 15 seconds East for a distance of 21.71 feet to a 5/8" rebar;

THENCE South 01 degrees 34 minutes 33 seconds East (South 01°35'02" East, Rec.) for a distance of 207.36 feet (207.46', Rec.) to a 5/8" rebar;

THENCE North 89 degrees 31 minutes 06 seconds East (North 89°26'52" East, Rec.) for a distance of 210.09 feet (210.00', Rec.) to a 5/8" rebar;

THENCE South 01 degrees 34 minutes 18 seconds East for a distance of 19.90 feet to the South line of the Southwest Quarter Northwest Quarter;

THENCE South 89 degrees 14 minutes 53 seconds West along said line for a distance of 238.45 feet to the Point Of Beginning.

FURTHER EXCEPTING THEREFROM

Part of the Southwest Quarter Northwest Quarter of Section 12 in Township 6 North, Range 25 East of the Boise Meridian, Custer County, State of Idaho.

Beginning at the West Quarter Corner of Section 12 in Township 6 North, Range 25 East, Boise Meridian said corner marked by a 5/8" rebar with a 2" aluminum cap on top; Thence North 00 degrees 05 minutes 52 seconds East along the West line of Section 12 for a distance of 228.34 feet to the Point of Beginning;

THENCE North 00 degrees 05 minutes 52 seconds East along said section line for a distance of 567.25 feet to a 1/2" rebar;

THENCE along a non-tangent curve to the left for a distance of 707.52 feet to a 1/2" rebar, said curve having a radius of 1444.61 feet, a delta angle of 28 degrees 03 minutes 42 seconds, and a long chord bearing of South 36 degrees 44 minutes 18 seconds East for a distance of 700.47 feet;

THENCE South 00 degrees 05 minutes 52 seconds West for a distance of 203.74 feet to a 1/2" rebar;

THENCE South 00 degrees 05 minutes 52 seconds West for a distance of 25.00 feet to the South line of the Southwest Quarter Northwest Quarter

THENCE South 89 degrees 14 minutes 53 seconds West along said line for a distance of 181.55 feet;

THENCE North 01 degrees 34 minutes 18 seconds West for a distance of 19.90 feet to a 5/8" rebar;

THENCE North 01 degrees 34 minutes 18 seconds West (North 01°35'02" West, Rec.) for a distance of 207.54 feet (207.46', Rec.) to a 5/8" rebar;

THENCE South 89 degrees 28 minutes 15 seconds West (South 89°26'52" West, Rec.) for a distance of 210.10 feet (210.00', Rec.) to a 5/8" rebar;

THENCE South 89 degrees 28 minutes 15 seconds West for a distance of 21.71 feet to the Point Of Beginning.

Tract 3

Township 6 North, Range 25 East of the Boise Meridian, Custer County, State of Idaho.

Section 12: Southeast Quarter of the Northwest Quarter

EXCEPTING THEREFROM any of the above described property lying within the boundaries of Butte County, Idaho.

Tract 4

A parcel of land situated in the Southwest Quarter of the Northwest Quarter, Section 12, Township 6 North, Range 25 East, Boise Meridian, Custer County, State of Idaho, more particularly described as follows:

Beginning at a point that is North 0.05 feet and East 5.56 feet from the Southwest corner of the Southwest Quarter of the Northwest Quarter, Section 12, Township 6 North, Range 25 East, Boise Meridian, said point lies on the South line of the Southwest Quarter of the

Northwest Quarter, Section 12; thence North 01°35'02" West 414.92 feet along a fence to a point; thence North 89°26'52" East 420.0 feet to a point; thence South 01°35'02" East

414.92 feet to a point lying on the South Line of the Southwest Quarter of the Northwest Quarter, Section 12; thence South 89°26'52" West 420.0 feet along said line to the Point of Beginning

LESS a parcel described as follows:

Beginning at a point that is North 0.05 feet and East 5.56 feet from the Southwest corner of the Southwest Quarter of the Northwest Quarter, Section 12, Township 6 North, Range 25 East, Boise Meridian, said point lies on the South line of the Southwest Quarter of the

Northwest Quarter, Section 12; thence North 01°35'02" West 207.46 feet along a fence to a point; thence North 89°26'52" East 210.00 feet to a point; thence South 01°35'02" East

207.46 feet to a point lying on the South line of the Southwest Quarter of the Northwest Quarter, Section 12; thence South 89°26'52" West 210.00 feet along said line to the Point of Beginning

Tract 5

Township 6 North, Range 25 East, Boise Meridian, Custer County, State of Idaho
Section 3: Southeast Quarter of the Southeast Quarter

Tract 6

Township 6 North, Range 25 East of Boise Meridian, Custer County, State of Idaho
All of the East Half of the Northeast Quarter of Section 10, and all that portion of the
Southwest Quarter of the Northeast Quarter of Section 10 lying North and East of the
OSLRR right of way and excepting therefrom only the Townsite of Leslie.

ALSO INCLUDING: Beginning at the Southwest corner of the Townsite of Leslie on the
North side of the county road in the Southeast Quarter of the Northwest Quarter of Section 10, thence Northwest
1.734 feet along the boundary line of the county road to a point where said road crosses the South line of the
Northwest Quarter of the Northwest Quarter of said Section, thence East 1,708 feet to a private lane which is along
the Section line common to the Southwest Quarter of the Northeast Quarter and Southeast Quarter of the Northwest
Quarter of said Section, thence Southwesterly 816 feet more or less to the point of beginning. * *

FURTHER EXCEPTING THEREFROM

Part of the South Half Northeast Quarter of Section 10 in Township 6 North, Range 25
East of the Boise Meridian, Custer County, State of Idaho.

Beginning at the East Quarter Corner of Section 10 in Township 6 North, Range 25 East,
Boise Meridian said corner marked by a 5/8" rebar with a 2" aluminum cap on top; Thence South 89 degrees 42
minutes 20 seconds West along the South line of the Northeast Quarter for a distance of 356.77 feet to the Point of
Beginning;

THENCE South 89 degrees 42 minutes 20 seconds West along the South line of the
Northeast Quarter for a distance of 1290.39 feet to a 5/8" rebar on the Old Northeasterly
railroad right of way;

THENCE North 65 degrees 03 minutes 47 seconds West along said old railroad right of
way for a distance of 482.97 feet to a 5/8" rebar at the Southeasterly Corner of the Leslie
Townsite;

THENCE North 24 degrees 56 minutes 13 seconds East along said Townsite for a distance
of 281.29 feet to a 1/2" rebar;

THENCE South 71 degrees 09 minutes 22 seconds East for a distance of 255.04 feet to a
1/2" rebar;

THENCE North 87 degrees 48 minutes 01 seconds East for a distance of 680.67 feet to a
1/2" rebar;

THENCE North 10 degrees 06 minutes 11 seconds East for a distance of 741.07 feet to a
1/2" rebar;

THENCE North 89 degrees 23 minutes 43 seconds East for a distance of 161.74 feet to a
1/2" rebar;

THENCE along a non-tangent curve to the left for a distance of 807.55 feet to a 1/2" rebar,
said curve having a radius of 1100.80 feet, a delta angle of 42 degrees 01 minutes 56
seconds, and a long chord bearing of South 29 degrees 52 minutes 23 seconds East for a
distance of 789.56 feet;

THENCE South 00 degrees 24 minutes 37 seconds East for a distance of 403.23 feet to a
1/2" rebar;

THENCE South 00 degrees 24 minutes 37 seconds East for a distance of 39.22 feet to the
Point of Beginning.

FURTHER EXCEPTING THEREFROM

Part of the Southeast Quarter Northeast Quarter of Section 10 and Part of the Southwest

Quarter Northwest Quarter of Section 11 in Township 6 North, Range 25 East of the Boise Meridian, Custer County, State of Idaho.

Beginning at the East Quarter Corner of Section 10 in Township 6 North, Range 25 East, Boise Meridian said corner marked by a 5/8" rebar with a 2" aluminum cap on top which shall be the Point of Beginning;

THENCE South 89 degrees 42 minutes 20 seconds West along the South line of the Northeast Quarter of Section 10 for a distance of 356.77 feet;

THENCE North 00 degrees 24 minutes 37 seconds West for a distance of 39.22 feet to a 1/2" rebar;

THENCE North 00 degrees 24 minutes 37 seconds West for a distance of 403.23 feet to a 1/2" rebar;

THENCE along a non-tangent curve to the left for a distance of 371.71 feet to a 1/2" rebar, said curve having a radius of 1100.80 feet, a delta angle of 19 degrees 20 minutes 49 seconds, and a long chord bearing of South 60 degrees 33 minutes 48 seconds East for a distance of 369.94 feet;

THENCE South 89 degrees 51 minutes 28 seconds East for a distance of 35.90 feet to the East line of Section 10;

THENCE South 89 degrees 51 minutes 28 seconds East for a distance of 203.63 feet to a 1/2" rebar;

THENCE North 75 degrees 33 minutes 43 seconds East for a distance of 143.46 feet to a 1/2" rebar;

THENCE South 01 degrees 07 minutes 41 seconds East (South 0°53'30" East, Rec.) for a distance of 136.00 feet to a 1/2" rebar;

THENCE South 84 degrees 46 minutes 04 seconds West (South 84°48'30" West, Rec.) for a distance of 87.10 feet to a 1/2" rebar;

THENCE South 42 degrees 17 minutes 09 seconds West (South 50°50'50" West, Rec.) for a distance of 203.45 feet (183.30', Rec.) to a 1/2" rebar on the South line of the Northwest

Quarter of Section 11;

THENCE North 89 degrees 47 minutes 01 seconds West along said line for a distance of 119.76 feet to the Point Of Beginning.

Tract 7

Township 6 North, Range 25 East, Boise Meridian, Custer County, State of Idaho
Section 12: North Half of the Southwest Quarter

Tract 8

The Southeast Quarter of Section 24, Township 6 North, Range 25 East of the Boise Meridian, Custer County, Idaho

ALSO:

That portion of the South Half of the Northwest Quarter of Section 24, Township 6 North, Range 25 East, Boise Meridian, Custer County, Idaho, lying East of the Railroad right-of-way and that portion of East Half of the Southwest Quarter of said Section 24 lying East of the Railroad right-of-way

ALSO:

A tract of land generally described as being a portion of the Northeast Quarter of Section 24, Township 6 North, Range 25 East, Boise Meridian, Custer County, Idaho, lying Southerly of the Big Lost River, and Northerly of U.S. Highway No. 93; being more particularly described as follows:

Commencing at the North One-Quarter corner of said Section 24 from which the Northwest corner of said Section 24 bears South 89°06'17" West 2664.32 feet; thence South 00°38'35" East 900.58 feet on or along the West line of the Northeast Quarter said Section 24 to a found 5/8" rebar with plastic cap (P.L.S. #3577) lying on or along the centerline of a 66 foot wide road and utility easement, THE POINT OF BEGINNING;

thence on or along said centerline South 27°52'52" East 1972.45 feet to a set 5/8" x 30" rebar with plastic cap (P.L.S. #3577) lying on or along the South line of the Northeast Quarter said Section 24; thence leaving said easement South 89°27'02" West 903.02 feet on or along the South line of the Northeast Quarter said Section 24 to a found rebar with aluminum cap (P.L.S. #826) marking the Center Quarter corner of said Section 24; thence North 00°37'58" West 1326.41 feet on or along the West line of the Northeast Quarter said Section 24 to a found 1/2" rebar marking the Northwest corner of the Southwest Quarter of the Northeast Quarter said Section 24 (said point also being the Southeast corner of Lost River Ranches Subdivision); thence continuing on or along said West line North 00°38'35" West 425.85 feet to the point of beginning.

EXCEPTING THEREFROM the tract heretofore conveyed to the Oregon Short Line Railroad Company for right of way

ALSO EXCEPTING THEREFROM the tract heretofore conveyed for Highway purposes

ALSO EXCEPTING THEREFROM that portion of the Southwest Quarter Southeast Quarter lying West of the Highway, Section 24, Township 6 North, Range 25 East of the Boise Meridian, Custer County, Idaho

ALSO EXCEPTING THEREFROM a tract of land generally described as being a portion of the Southeast Quarter of Section 24 Township 6 North, Range 25 East, Boise Meridian, Custer County, State of Idaho, lying Northeasterly of the Big Lost River, and Northerly of U.S. Highway No. 93; being more particularly described as follows:

Beginning at a G.L.O. brass cap monument marking the East Quarter corner of Section 24, Township 6 North, Range 25 East, Boise Meridian; from which a rebar with aluminum cap marking the Southeast corner of said Section 24 bears South 00°42'46" East 2664.16 feet; thence South 00°42'41" East 1300.14 feet on or along the East line of the Southeast Quarter said Section 24 to a found 5/8" rebar witness corner lying Northerly of the Big Lost River; thence continuing along said East line South 00°43'33" East 74.99 feet to a point lying on or along the centerline of the Big Lost River; thence the following courses upstream on or along the centerline of the Southwesterly channel of the Big Lost River; North 66°39'31" West 27.04 feet to a point; thence North 49°52'47" West 116.90 feet to a point; thence North 54°33'26" West 68.82 feet to a point; thence North 14°09'37" West 38.72 feet to a point; thence North 34°02'44" West 94.45 feet to a point; thence North 27°04'07" West 108.78 feet to a point; thence North 30°50'11" West 43.64 feet to a point; thence North 35°28'31" West 90.55 feet to a point; thence North 36°50'26" West 120.54 feet to a point; thence North 12°20'15" West 85.71 feet to a point; thence North 25°05'47" West 97.81 feet to a point; thence North 24°28'03" West 52.36 feet to a point; thence North 51°59'15" West 111.62 feet to a point; thence North 71°58'30" West 146.77 feet to a point; thence North 52°31'08" West 166.37 feet to a point; thence North 35°41'03" West 124.88 feet to a point; thence North 60°29'06" West 99.83 feet to a point; thence North 53°39'25" West 172.95 feet to a point; thence North 06°29'40" West 85.49 feet to a point; thence North 13°39'16" East 45.57 feet to a point lying on or along the North line of the Southeast Quarter said Section 24; thence leaving said centerline North 89°27'02" East 1151.24 feet on or along said North line to the point of beginning.

FURTHER EXCEPTING THEREFROM

Part of the Southeast Quarter Southeast Quarter of Section 24 in Township 6 North, Range 25 East of the Boise Meridian, Custer County, State of Idaho.

Beginning at the Southeast Corner of Section 24 in Township 6 North, Range 25 East, Boise Meridian said corner marked by a 5/8" rebar with a 1-1/2" aluminum cap on top which shall be the Point of Beginning;

THENCE South 89 degrees 52 minutes 57 seconds West along the South line of Section 24 for a distance of 901.62 feet;

THENCE North 00 degrees 07 minutes 03 seconds West for a distance of 25.00 feet to a 1/2" rebar;

THENCE North 00 degrees 07 minutes 03 seconds West for a distance of 43.37 feet to a 1/2" rebar;

THENCE along a non-tangent curve to the left for a distance of 1496.82 feet to a 1/2"

rebar, said curve having a radius of 1222.30 feet, a delta angle of 70 degrees 09 minutes 49 seconds, and a long chord bearing of North 29 degrees 52 minutes 37 seconds East for a distance of 1405.03 feet;
THENCE North 51 degrees 36 minutes 09 seconds East for a distance of 41.46 feet to a 1/2" rebar;
THENCE North 51 degrees 36 minutes 09 seconds East for a distance of 79.31 feet to the centerline of the Westerly channel of the Big Lost River;
THENCE South 49 degrees 47 minutes 27 seconds East along said centerline for a distance of 89.29 feet;
THENCE South 66 degrees 34 minutes 11 seconds East along said centerline for a distance of 27.04 feet to the East line of Section 24;
THENCE South 00 degrees 37 minutes 50 seconds East along said section line for a distance of 75.55 feet to a 5/8" rebar;
THENCE South 00 degrees 37 minutes 50 seconds East along said section line for a distance of 1215.96 feet to the Point Of Beginning.

FURTHER EXCEPTING THEREFROM

Part of the Southeast Quarter of Section 24 in Township 6 North, Range 25 East of the Boise Meridian, Custer County, State of Idaho.
Beginning at the East Quarter Corner of Section 24 in Township 6 North, Range 25 East, Boise Meridian said corner marked by a U.S. GLO iron pipe with brass cap on top; Thence South 89 degrees 32 minutes 56 seconds West along the North line of the Southeast Quarter for a distance of 1151.24 feet to the centerline of the Westerly channel of the Big Lost River which shall be the Point of Beginning.
THENCE South 13 degrees 44 minutes 36 seconds West along said centerline for a distance of 45.58 feet;
THENCE South 06 degrees 24 minutes 20 seconds East along said centerline for a distance of 85.50 feet;
THENCE South 53 degrees 34 minutes 05 seconds East along said centerline for a distance of 99.90 feet;
THENCE South 17 degrees 51 minutes 17 seconds West for a distance of 79.39 feet to a 1/2" rebar;
THENCE South 17 degrees 51 minutes 17 seconds West for a distance of 11.87 feet to a 1/2" rebar;
THENCE along a non-tangent curve to the left for a distance of 533.99 feet to a 1/2" rebar, said curve having a radius of 1242.30 feet, a delta angle of 24 degrees 37 minutes 40 seconds, and a long chord bearing of North 88 degrees 49 minutes 44 seconds West for a distance of 529.89 feet;
THENCE North 27 degrees 47 minutes 34 seconds West for a distance of 293.62 feet to a 5/8" rebar on the North line of the Southeast Quarter;
THENCE North 89 degrees 32 minutes 56 seconds East along said line for a distance of 572.28 feet to a 1/2" rebar;
THENCE North 89 degrees 32 minutes 56 seconds East along said line for a distance of 43.31 feet to the Point of Beginning.

TRACT 8A

TOGETHER WITH a 33 ft. wide access and utility easement more particularly described as follows:

Part of the SE¼ of Section 24 in Township 6 North, Range 25 East of the Boise Meridian, Custer County, State of Idaho.

Beginning at the East ¼ Corner of Section 24 in T. 6 N., R. 25 E., B.M. said corner marked by a U.S. GLO iron pipe with brass cap on top;
Thence South 89°32'56" W, along the north line of the SE¼ for a distance of 1766.83 feet to a 5/8" rebar which shall be the Point of Beginning;
Thence S 27°47'34" E, for a distance of 293.62 feet to a ½" rebar;
Thence along a non-tangent curve to the left for a distance of 34.31 feet, said curve having a radius of 1242.30 feet, a delta angle of 01°34'56", and a long chord bearing of S 78°03'58" W, for a distance of 34.31 feet;
Thence N 27°47'34" W, for a distance of 301.31 feet to the north line of the SE¼;
Thence N 89°32'56" E, along said line for a distance of 37.15 feet to the Point of Beginning.

Tract 9

A strip of land 4500 feet, more or less, in length and 200 feet wide consisting of those portions of the Southeast Quarter, the South Half of the Northwest Quarter, and the East Half of the Southwest Quarter, Section 24, Township 6 North, Range 25 East, Boise Meridian, Custer County, Idaho, formerly lying within the right-of-way of the Railroad Line, as described in the Judgment and Decree Quieting Title to Real Estate recorded in Custer County, Idaho, as Instrument No. 190588.



Tract 10

Township 6 North, Range 25 East Boise Meridian, Custer County, Idaho.

Section 3: Northeast Quarter Southwest Quarter: North Half Southeast Quarter:
Southwest Quarter Southeast Quarter

Section 10: Northwest Quarter Northeast Quarter

EXCEPTING THEREFROM

Part of the Northwest Quarter Northeast Quarter of Section 10 in Township 6 North,
Range 25 East of the Boise Meridian, Custer County, State of Idaho.

Beginning at the North Quarter Corner of Section 10 in Township 6 North, Range 25 East, Boise Meridian said corner marked by a 5/8" rebar; Thence South 00 degrees 25 minutes 58 seconds East along the West line of the Northwest Quarter Northeast Quarter for a distance of 48.65 feet to the Point of Beginning;

THENCE South 80 degrees 05 minutes 23 seconds East for a distance of 20.86 feet to a 5/8" rebar;

THENCE South 80 degrees 05 minutes 23 seconds East for a distance of 1222.60 feet to a 5/8" rebar;

THENCE South 00 degrees 07 minutes 53 seconds West for a distance of 122.07 feet to a 5/8" rebar;

THENCE along a non-tangent curve to the left for a distance of 625.11 feet to a 5/8" rebar, said curve having a radius of 907.02 feet, a delta angle of 39 degrees 29 minutes 12 seconds, and a long chord bearing of North 88 degrees 04 minutes 49 seconds West for a distance of 612.80 feet;

THENCE South 13 degrees 40 minutes 04 seconds West for a distance of 107.83 feet to a 5/8" rebar;

THENCE along a non-tangent curve to the left for a distance of 39.46 feet to a 5/8" rebar, said curve having a radius of 817.02 feet, a delta angle of 02 degrees 46 minutes 02 seconds, and a long chord bearing of South 66 degrees 50 minutes 55 seconds West, for a distance of 39.45 feet;

THENCE North 82 degrees 47 minutes 47 seconds West for a distance of 153.18 feet to a 5/8" rebar;

THENCE along a non-tangent curve to the left for a distance of 606.93 feet to a 5/8" rebar, said curve having a radius of 907.02 feet, a delta angle of 38 degrees 20 minutes 21 seconds, and a long chord bearing of South 38 degrees 01 minutes 57 seconds West for a distance of 595.67 feet;

THENCE South 89 degrees 34 minutes 02 seconds West for a distance of 24.75 feet to the West line of the Northwest Quarter Northeast Quarter;

THENCE North 00 degrees 25 minutes 58 seconds West along said line for a distance of 886.02 feet to the Point Of Beginning.

TRACT 10A

TOGETHER WITH a 30.00' wide access easement more particularly described as follows:

Part of the NW¼NE¼ of Section 10 in Township 6 North, Range 25 East of the Boise Meridian, Custer County, State of Idaho.

Beginning at the North ¼ Corner of Section 10 in T. 6N., R. 25 E., B.M. said corner marked by a 5/8" rebar;
Thence South 00°25'58" E. along the west line of the NW¼NE¼ for a distance of 48.65 feet to the Point of Beginning;

THENCE South 80°05'23" E. for a distance of 20.86 feet to a 5/8" REBAR;

THENCE South 80°05'23" E. for a distance of 9.63 feet;

THENCE South 00°25'58" E. for a distance of 865.99 feet;

THENCE along a non-tangent curve to the left for a distance of 15.48 feet to a 5/8" rebar, said curve having a radius of 907.02 feet, a delta angle of 00°58'41" and a long chord bearing of S 19°23'24" W, for a distance of 15.48 feet;

THENCE South 89°34'02" W, for a distance of 24.75 feet to the west line of the NW¼NE¼;

THENCE North 00°25'58" W, along said line for a distance of 886.02 feet to the Point of Beginning.

Exhibit B to Warranty Deed

Water Rights

All Water Rights, including but not limited to:

- (i) All entitlements to water delivered by Big Lost River Irrigation District;
- (ii) Storage rights and entitlements to storage water delivered by Big Lost River Irrigation District totaling 7,920 inches, more particularly described as follows:

<u>Priority Date</u>	<u>Account No.</u>	<u>Storage (inches)</u>
5/30/1885	268	292
5/30/1885	310	2,193
7/21/1886	268	5,435

- (iii) Those portions of water right no. 34-10744 that are appurtenant to the Premises, the remainder to be retained by the Seller; and
- (iv) All portions of the following water rights identified in the records of the Idaho Department of Water Resources, reserving no portions thereof to Grantor:

34-2374A
34-10737
34-2394
34-10740
34-688A
34-181
34-20C
34-10742
34-2421A
34-10736
34-689A
34-2442
34-2421
34-14473
34-14474
34-14475
34-14476
34-14477
34-14478
34-14479
34-14480
34-14481
34-14482
34-14472

Exhibit C to Warranty Deed

Permitted Exceptions

1. Any adverse claim based upon the assertion that a) Some portion of the Land forms the bed or bank of a navigable river or lake, or lies below the mean high water mark thereof; b) The boundary of the Land has been affected by a change in the course or water level of a navigable river or lake; c) The Land is subject to water rights, claims or title to water.
2. Taxes, including any assessments collected therewith, for the year 2016 which are a lien not yet due and payable.
3. Liens, levies and assessments of the Lost River Electric Cooperative, Inc., an Idaho Rural Electric Cooperative, together with rights, powers and easements of said cooperative.
4. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be unrecorded leases, grants, exceptions or reservations of interests that are not listed.
5. Levies and assessments of the Big Lost Irrigation District, and the rights, powers and easements of said district as by law provided.
6. Any question of location, boundary or area related to the Pass Creek, including, but not limited to, any past or future changes in it.
7. Any prohibition or limitation on the use, occupancy, or improvements of the Land resulting from the rights of the public, appropriators, or riparian owners to use any waters, which may now cover the Land or to use any portion of the Land which is now or may formerly have been covered by water.
8. Any rights, interests or easements in favor of the public which exist or are claimed to exist over any part of the Land covered by water.
9. Rights of the public in and to that portion of the premises lying within the right-of-way of Highway 93.
10. Rights of the public in and to that portion of the premises lying within the right-of-way of 4050 North Road.
11. Rights of the public in and to that portion of the premises lying within the right-of-way of 3780 West Road.
12. Rights of the public in and to that portion of the premises lying within the right-of-way of 3850 West Road.
13. Rights of the public in and to that portion of the premises lying within the right-of-way of Moose Lane.
14. Rights of the public in and to that portion of the premises lying within the right-of-way of 3800 North Road.
15. Terms, provisions, covenants, conditions, definitions, options, obligations and restrictions, contained in a document:
Purpose: Well User's Agreement
Recorded: July 20, 1978
Instrument No.: 150260

16. An easement for the purpose shown below and rights incidental thereto as reserved in a document:
Purpose: Access and Utility
Recorded: November 5, 2001
Instrument No.: 223826
17. Rights, interests, or claims which may exist or arise by reason of the following fact(s) shown on a survey plat entitled Metcalf Survey - Townsite of Leslie
Dated: April 1997
Prepared by: Erickson Surveying Services
Recorded: May 4, 2001
Instrument No.: 222675
Fact(s): Replat of the Townsite of Leslie, fence lines, and roadways defined, File No. 116611AM / Underwriter: Stewart Title Guaranty Company
18. Rights, interests, or claims which may exist or arise by reason of the following fact(s) shown on a survey plat entitled Brunson - Metcalf Survey
Dated: October 2001
Prepared by: Erickson Surveying Services
Recorded: January 14, 2002
Instrument No.: 224194
Fact(s): Access and Utility Easements
19. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted To: Lost River Electric Cooperative, Inc.
Purpose: Public Utilities
Recorded: August 8, 2002
Instrument No.: 225342
20. Easement for public road within the Northwest Quarter Northeast Quarter of Section 10 granted to Lost River Irrigation District, recorded January 18, 1991, as Instrument No. 198093.
21. Agreement and the terms and conditions contained therein
Between: Lost River Electric Cooperative, Inc.
And: Byron M. and Mary B. Sayer
Purpose: Electric Service Agreement
Recorded: August 22, 1996
Instrument No.: 211769
Amendment
Recorded: September 23, 1996
Instrument No.: 212046
Amendment
Recorded: September 19, 1997
Instrument No.: 214243
22. Rights of the State of Idaho in and to that portion of said premises, if any, lying in the bed or former bed of the Big Lost River, if it is navigable.
23. Any question of location, boundary or area related to the Big Lost River, including, but not limited to, any past or future changes in it.

24. Any prohibition or limitation on the use, occupancy, or improvements of the Land resulting from the rights of the public, appropriators, or riparian owners to use any waters, which may now cover the Land or to use any portion of the Land which is now or may formerly have been covered by water.
25. The right of use, control, or regulation by the United States of America in exercise of power over navigation.
26. Any difference in the mean high water line of the Big Lost River and the meander line as shown by government survey.
27. Any rights, interests or easements in favor of the public which exist or are claimed to exist over any part of the Land covered by water.
28. Any adverse claim based on the assertion that some portion of said Land is now, or at any time has been within the boundaries of the Big Lost River or by reason of the fact or claim that any portion or portions thereof have been rendered un-navigable by artificial means, or has accreted to such portions so created.
29. Any rights, interests or claims which may exist or arise by reason(s) disclosed by unrecorded survey,
Job No: 1174-16C4
Dated: August 23, 2016
Prepared by: Trevor Reno of Desert West Land Survey's, P.C.

NO. 0054051

RECORDED

SEP 16 2016

Recording Requested by and
After Recording Return to:

Kimberly D. Maloney
Givens Pursley LLP
601 W. Bannock Street
P.O. Box 2720
Boise, ID 83701

3:44
A.M. P.M.
BUTTE COUNTY RECORDER
Barbara L. Hollenbeck

16274219-CC-2

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, WIGHT ENTERPRISES LLC, an Idaho limited liability company ("Grantor"), does hereby grant, bargain, sell and convey unto WIGHT FARM LLC, a Delaware limited liability company, dba Wight Farm of Idaho LLC, whose current mailing address is 1250 NE Loop 410, Suite 300, San Antonio, Texas 78209 ("Grantee"), the following described real property, located in Butte County, Idaho, to wit (the "Premises"):

See Exhibit A attached hereto and incorporated herein by this reference.

TOGETHER WITH all water and water rights and other entitlements to water appurtenant to or beneficially used upon the Premises including, but not limited to, those described on Exhibit B whether or not appurtenant to the Premises so that Grantor retains no portions of any such water rights (except any expressly retained by Grantor as provided in Exhibit B), and all others represented by any decree, license, permit, claim, permit application or storage entitlement, and all other ditch and canal company, water association, irrigation district, or other water delivery entity shares and entitlements to receive water from any such company, association, district or other entity, and all ditch rights, easements, and rights of way associated with any irrigation or other water well, pump, delivery ditch, canal, lateral, pipeline, or facilities used to divert, convey or deliver any water, water rights, or entitlements appurtenant to or beneficially used upon the Premises, and all minerals and mineral rights appurtenant thereto, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof and all estate, right, title and interest in and to the Premises, as well in law as in equity.

TO HAVE AND TO HOLD the Premises with its appurtenances unto Grantee, its successors and assigns, forever, and subject to the matters set forth on Exhibit C to this Warranty Deed attached hereto and incorporated herein (the "Permitted Exceptions"). Grantor does hereby covenant to and with Grantee, and its successors and assigns forever, that Grantor is owner in fee simple of the Premises; that Grantor has a good right to convey the fee simple; that the Premises is free from any and all liens, claims, encumbrances or other defects of title except the Permitted Exceptions; that Grantor shall and will warrant and defend the quiet and peaceful possession of said Premises by Grantee, and its successors and assigns forever, against all other

claims whatsoever except as excluded or excepted herein and that Grantor and its successors and assigns will, on demand of the Grantee or its successors or assigns, execute any instrument necessary for the further assurance of the title to the Premises that may be reasonably required.

DATED effective as of the 17 day of September, 2016.

WIGHT ENTERPRISES LLC,
an Idaho limited liability company

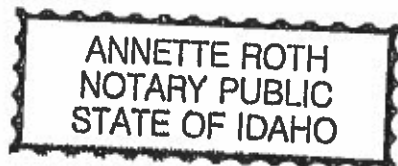
By: _____

Gary Wight, Manager

STATE OF IDAHO)
 Custer : ss.
County of ~~Butte~~ Blaine)

On this 15 day of September, 2016, before me, a Notary Public in and for said state, personally appeared Gary Wight, a manager of WIGHT ENTERPRISES LLC, an Idaho limited liability company, and the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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



Annette Roth
Notary Public for Idaho
Residing at: Rupert, Id
My commission expires: 8-4-2017

Exhibit A to Warranty Deed

Legal Description of the Premises

Tract I:

Township 6 North, Range 25 East of the Boise Meridian, Butte County, Idaho

Section 2: Lot 4 (NW1/4NW1/4);

Portions of the NW1/4SW1/4 and the SW1/4SW1/4 lying North and East of Pass Creek and designated as Tax #309 and Tax #310.

Tract II:

Township 6 North, Range 25 East of the Boise Meridian, Butte County and Custer County, Idaho
Section 12: SW1/4NW1/4 and a Portion of the NW1/4NW1/4 being a triangular shaped parcel of land described as follows:

Beginning at the Southwest corner of said NW1/4NW1/4, thence North along the West boundary of said NW1/4NW1/4, a distance of 250 feet, more or less to an existing fence corner;
thence in a Southeasterly direction, along said fence line, a distance of 1345 feet, more or less, to the Southeast corner of said NW1/4NW1/4;
thence West, along the South line of the NW1/4NW1/4, a distance of 1320 feet, more or less, to the Point of Beginning.

TOGETHER WITH an existing well site, irrigation pump and Easement for access to wellsite described as follows:

Beginning at a point 486 feet South and 25 feet East of the Northwest corner of said Section 12;
thence East 1 rod;
thence South 1 rod;
thence West 1 rod;
thence North 1 rod to the Point of Beginning.

EXCEPTING a portion of the SW1/4NW1/4 more particularly described as follows:

Beginning at a point that is North 0.05 feet and East 5.56 feet from the Southwest corner of the SW1/4NW1/4, Section 12, Township 6 North, Range 25 EBM; said point lies on the South line of the SW1/4NW1/4, Section 12;
thence N. 1°35'02" W., 414.92 feet along a fence to a point;
thence N. 89°26'52" E., 420.0 feet to a point;
thence S. 1°35'02" E., 414.92 feet to a point lying on the South line of the SW1/4NW1/4, Section 12;
thence S. 89°26'52" W., 420.0 feet along said line to the Point of Beginning.

ALSO EXCEPTING all property lying South and West of Pass Creek and being in Custer County.

Tract III:

Township 6 North, Range 25 East of the Boise Meridian, Butte County and Custer County, Idaho
Section 12: SE1/4NW1/4 and a triangular shaped parcel of land in the NE1/4NW1/4 described as follows:

Beginning at the Southeast corner of said NE1/4NW1/4, thence North 250 feet, more or less, to an existing fence line;
thence Southwesterly , along said fence line, 1345 feet, more or less, to the Southwest corner of said NE1/4NW1/4;
thence East along the South boundary of said NE1/4NW1/4, 1320 feet, more or less, to the Point of Beginning.

EXCEPTING all property lying South and West of Pass Creek and being in Custer County.

Exhibit B to Warranty Deed

Water Rights

All Water Rights, including but not limited to:

- (i) All entitlements to water delivered by Big Lost River Irrigation District;
- (ii) Storage rights and entitlements to storage water delivered by Big Lost River Irrigation District totaling 7,920 inches, more particularly described as follows:

<u>Priority Date</u>	<u>Account No.</u>	<u>Storage (inches)</u>
5/30/1885	268	292
5/30/1885	310	2,193
7/21/1886	268	5,435

- (iii) Those portions of water right no. 34-10744 that are appurtenant to the Premises, the remainder to be retained by the Seller; and
- (iv) All portions of the following water rights identified in the records of the Idaho Department of Water Resources, reserving no portions thereof to Grantor:

34-2374A
34-10737
34-2394
34-10740
34-688A
34-181
34-20C
34-10742
34-2421A
34-10736
34-689A
34-2442
34-2421 ✓
34-14473
34-14474
34-14475
34-14476
34-14477
34-14478
34-14479
34-14480
34-14481
34-14482
34-14472

Exhibit C to Warranty Deed

Permitted Exceptions

Butte County:

1. Taxes, including any assessments collected therewith, for the year 2016 which are a lien not yet due and payable.
2. Liens, levies and assessments of the Big Lost River Irrigation District and the rights, powers, and easements of said district as provided by law.
3. Agreement for Electric Service Irrigation with Lost River Electric Cooperative
Recorded: August 22, 1996
Instrument No.: 30534
4. Agreement for Electric Service Irrigation with Lost River Electric Cooperative
Recorded: September 23, 1996
Instrument No.: 30666